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AGREEMENT

BETWEEN



THE IRONTON CITY SCHOOLS  
BOARD OF EDUCATION

AND

THE IRONTON  
SUPPORT STAFF ASSOCIATION

*July 1, 2019 thru June 30, 2022*

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ARTICLE 1: RECOGNITION

- A. The Ironton City Board of Education, hereinafter referred to as the “Board”, recognizes the Ironton School Support Association, OEA/NEA, hereinafter referred to as the “Association”, as the sole and exclusive bargaining representative for the bargaining unit as defined in paragraph B. Both parties agree to the terms of employment described and agree that this contract supersedes and exempts Ironton City Schools from all civil service laws, except those governing termination and other discipline.
  
- B. The Association shall be recognized as the exclusive representative of all full-time and part-time non-teaching personnel including long-term subs. Hereafter, employee(s) in the defined unit will be referred to as bargaining unit member(s).
  
- C. Excluded from the bargaining unit shall be all other employees of the Ironton City Schools, including all supervisory, management, confidential, seasonal casual substitutes and casual employees as defined in Section [4117.01](#) of the Ohio Revised Code, Secretary to the Superintendent, Secretary to the Treasurer, Secretary to the Administrative Assistant, Assistant to the Psychologist, Attendance Officer, Teachers, Guidance Counselors, Principals, Assistant Transportation Director, Transportation Director, Director of Maintenance, Director of Cafeteria Services, and Treasurer.
  
- D. The bargaining unit includes all regular full-time and part-time non-teaching employees including long-term substitutes, after they have completed their 90 consecutive days of employment.
  - 1. Upon ratification of this Agreement by both parties, full-time shall be defined as those employees contracted to work a full-schedule of hours six (6) or more for a minimum of one hundred twenty (120) days or more in a work year.
  
  - 2. Upon ratification of this Agreement by both parties, part-time shall be defined as those employees contracted to work less hours than the full schedule of hours six (6) as defined in D-1 above for a minimum of one hundred twenty (120) days or more in a work year.
  
  - 3. Long-term substitutes are those that work at least 90 consecutive days in the same assignment. After 90 days in the same assignment, the classified substitute would move to the pay rate of a step 0 employee in that assignment.
  
  - 4. Casual substitutes are those substitutes that are called to work on a day-by-day basis to fill in for a bargaining unit employee who is absent from work.
  
  - 5. Health insurance benefits are provided to employees who are scheduled to work thirty-hours (30) or more per week, including those long-term substitutes who

have worked their thirty (30) total hours per week and at least ninety (90) days in the same assignment.

## ARTICLE 2: NEGOTIATIONS PROCEDURE

- A. The parties acknowledge that they have an alternative dispute resolution procedure to that provided in Ohio Revised Code Section [4117.14](#), which alternative procedure supersedes the provisions of that Section. Under the agreed-upon dispute resolution procedure, if impasse is declared by either party, or the parties are unable to reach agreement on all issues submitted for negotiations, either party may declare impasse on the issues yet unresolved.
- B. If impasse is declared, the parties will mutually request an agreed upon mediator from the Federal Mediation and Conciliation Services (FMCS). If the parties cannot agree on a mediator, FMCS shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the FMCS.
- C. The Mediator shall act in such capacity until one or both parties declare otherwise, or until agreement is reached. However, if agreement is not reached through Mediation within thirty (30) calendar days from the beginning of federal mediation, the Union may initiate the provisions of Sections [4117.14 \(D\) \(2\)](#) of the Ohio Revised Code. This procedure is in lieu of the provisions of Section 4117.14 but does not waive the Union's rights under Section [4117.14 \(D\) \(2\)](#), subject to the condition that the Union shall resort to a strike until the impasse has been exhausted.
- D. The Mediator has no authority to recommend or to bind either party to any agreements.

## ARTICLE 3: GRIEVANCE PROCEDURE

- A. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time equitable solutions to grievances which may arise from time to time.
- B. Any individual unit member of the Association itself may file a grievance, which is an alleged violation, misinterpretation, or misapplications of any matter negotiated and determined under the provisions of this Agreement.
- C. The following procedures shall be followed with regard to any and all grievances.
  - 1. An alleged violation shall be discussed informally between the unit member

and his/her immediate supervisor before a formal written grievance is filed. A grievance must be submitted to the formal grievance procedure within ten (10) work days after the incident occurs giving rise to the grievance or after the grievant reasonably should have known of the incident.

2. **Level 1.** The written grievance must be submitted in writing to the aggrieved employee's Supervisor or designee, who may request clarification of the grievance at a meeting with the grievant and Association representative or may proceed straight to issuing a written disposition of the grievance. The formal written grievance shall set forth the Article alleged violated, the facts constituting the alleged violation, the relief sought, the date of the incident of the alleged violation and the signature of the grievant(s). Within ten (10) work days after submission, the Supervisor shall provide the grievant with a written disposition of the grievance.
3. **Level 2.** If the grievance is not resolved at Level 1, the employee or Association representative may appeal the grievance to the Superintendent (or designee) within ten (10) work days of the receipt of the Level I answer.
  - a. After receipt of a formal written grievance, the Superintendent or designee, the grievant(s), and the grievant(s)' Association representative (if the grievant chooses to be represented) shall have a meeting, within five (5) working days of the Superintendent's receipt of the formal written grievance. The Superintendent shall respond in writing to the grievance within ten (10) working days of this formal meeting.
  - b. The Association may itself, through its OEA representative, initiate a grievance at Level 2 of the procedure, by supplying the Superintendent with a formal written grievance, when such grievance does not involve a particular unit member or principal, but instead involves an application of the Agreement that affects multiple or all bargaining unit members. An individual may only initiate a grievance at Level 2 of the grievance procedure with the agreement of the Superintendent.
3. **Level 3.** If the grievance is not resolved at Level 2, a grievant or the Association representative may appeal the decision of the Superintendent to the Board through the following procedure:
  - a. The grievant or the Association representative shall provide the Superintendent with a written notice of his/her intention to appeal within ten (10) days of the Superintendent's decision, to allow adequate time for the Superintendent to arrange for consideration of the appeal at the next Board meeting, no later than thirty (30) days after the notice of appeal. This written notice of appeal shall set forth the detailed

grievance, the complaints regarding the Superintendent's decision, a request for scheduling of the appeal before the Board and the identity of the grievant, grievant(s), or the Association.

- b. The Superintendent will have five (5) work days after the receipt of the written notice of appeal to notify the grievant(s) when the next Board meeting is scheduled.
- 5. The appeal before the Board shall be for the Board's consideration of the issue or issues raised by the grievance and the Superintendent's decision.
- 6. The Board shall make a disposition of the appeal within ten (10) work days after the scheduled Board meeting, in which the grievance is heard and shall promptly notify the grievant and the Association of the decision of the Board or if the Board is unable to agree on decision. The grievant or the Association may resort to legal remedies if a prompt decision is not received from the Board.
- D. Time limits set forth herein may be extended by mutual agreement of the parties, and time shall not be considered of the essence, with the exception of cases involving the termination of an employee with a continuing contract.
- E. Failure of either party to proceed without giving notice of a need for an extension of time shall result in the dropping of the grievance (when the grievant or Association fails to proceed) or the relief sought shall be given (if the Superintendent or Board fails to proceed).
- F. The procedures of this Article shall not affect the right of the grievant and the Association to exercise the right to file an unfair labor practice charge concurrently within the time prescribed by law or to seek other legal or contractual remedies instead of filing a grievance. If a grievance is filed, however, no challenge to or appeal of the Board's disposition may be made through any legal or contractual means other than an unfair labor practice charge.

#### ARTICLE 4: ASSOCIATION RIGHTS

- A. Recognition of the Association as the sole and exclusive representative shall confer upon the Association certain exclusive rights during the term of this Agreement or any written extension thereof.
- B. The Agenda and non-confidential attachments to said agenda relative to pending Board actions and approved minutes of the Board shall be made available to the Association President on the same day as their distribution to Board members. The Association President, shall, if time allows, be informed of any agenda changes or additions made on

the day of the Board meeting, those materials shall be made available to the Association President or his/her designee upon arrival at the Board meeting. If the President or his/her representative is not present at the Board meeting, the information will be emailed to their school email.

- C. The Treasurer of the Board shall, upon request of the President of the Association, provide a copy of each of the following documents approved or received by the Board and/or Treasurer. Documents shall include:
  - 1. Amended Certificates of Estimated Resources;
  - 2. Each year's Temporary and Permanent Appropriations Resolutions;
  - 3. The names and assignment of staff members;
  - 4. Yearly SM-1 and Quarterly SM-2's;
  - 5. Monthly Financial Statement of Receipts and Expenditures;
  - 6. Each month's Cash Position Report.
  
- D. The Association shall be permitted to use one (1) specifically designated bulletin board in each school or work area for communicating with bargaining unit members. The bulletin board shall be designated by the Principal or work area supervisor of each school, but shall be in an area frequented by bargaining unit members. The Association agrees not to post any derogatory material on the bulletin board provided for its exclusive use.
  
- E. To facilitate communications between the bargaining unit members, the Association shall have the opportunity to use the internal mail or email system of the district and place Association communication in the place where each non-certified employee in the system receives his/her mail. It shall be the responsibility of the Association to distribute its material to the members, and this shall not interfere with the assigned duties of any bargaining members.
  
- F. Maintenance of Association Membership.

If the United States Supreme Court's *Janus* decision is reversed in the future, the Fair Share Fee provisions contained in Article 4, Section F, of the 2016-2019 contract will be reinstated without bargaining.
  
- G. Visitation by ISSA Representatives.
  - 1. Whenever possible all visits to the school by a representative(s) of the ISSA shall be arranged in advance.
  - 2. Visits by the ISSA President or representative(s) shall not interfere with a



bargaining unit member or a bargaining unit member's duties and such visits normally will be scheduled after normal work hours.

3. The ISSA President and/or representative(s) shall report to the front office of the school upon arrival.
4. Visits by the ISSA President and/or representative(s) with bargaining unit members shall only be held in an area to be designated by the building Principal or work area supervisor. The Principal or work area supervisor shall provide a private area ordinarily free of interruptions.
5. The Association may be granted use of school facilities at no cost for regular business meetings, not to include strike organization meetings. Association meetings may not interfere with regularly scheduled school activities.
6. The Association President or his/her designee may be recognized by the Superintendent to address the Board for a specific period of time relative to any agenda item. The Association may be placed on the agenda for any Board meeting upon the request of the Association President to the Superintendent. The request must be made at least four (4) days prior to the scheduled meeting, to enable the Superintendent to comply with Board policy on distribution of agendas.
7. The Association may be permitted reasonable use of school telephones and copiers provided they are not being used or are not required for any school business or activity.
8. The Association acknowledges that it has the ongoing responsibility to explain and discuss the terms of this Agreement with all members of the bargaining unit.

#### H. Association Dues Deductions

1. Members of the bargaining unit may sign and deliver to the Board Treasurer an authorization for deduction from their paycheck for membership dues of the Association and its direct affiliates. Such authorization shall continue in effect until such time said individual gives written notice to the Treasurer of the Board to discontinue such deduction or until employment with the Board is terminated.
2. Authorization to make such deductions must be filed with the Board Treasurer by September 30th in the year such deductions are to begin.
3. The Treasurer of the Association shall notify the Treasurer of the Board in writing by September 30th of each year of the amount to be deducted for both local and

all other Association membership dues in accordance with the employee authorization.

4. Deductions shall be made in twenty (20) equal installments beginning with the second (2nd) paycheck in October and continuing in equal amounts from each subsequent paycheck until all installments have been deducted, or until the member's employment ends. New members after September 30th shall have deductions made in equal installments to begin the following pay period after delivery of the authorization card and conclude when all installments have been deducted, or when the member's employment ends.
5. All dues money shall be forwarded to the Ironton Support Staff Association on a monthly basis as stipulated by agreement between the ISSA and the Board Treasurer.
6. If any member of the bargaining unit goes on long-term medical leave or leaves the district for any reason, the Board Treasurer will notify the ISSA Treasurer.

The Treasurer and the Board shall be held harmless by the Association relative to the legality of said deductions.

#### ARTICLE 5: EMPLOYEE RIGHTS

- A. The policies and practices of the Board and the Association shall be applied without regard to race, color, national origin, sex, marital status, age, physical or mental disability or handicap, sexual orientation, or veteran status. The Board shall not discriminate against employees because of membership or non-membership in the Association or participation in Association activities. Both parties agree to cooperate in the implementation of the Americans with Disabilities Act of 1990.
- B. Employees shall work under safe and healthful conditions.
- C. Employees shall not be expected to provide materials and personal equipment in order to carry out their responsibilities.
- D. The Board retains the right to promulgate reasonable work rules, policies and directives applicable to employees and not inconsistent with this Agreement. Copies of such rules, policies, and directives shall be furnished to the Association President and affected employees prior to the effective date of such rules, policies and directives.

ARTICLE 6: PERSONNEL FILES

A. Official File

1. An official personnel file shall be maintained at the Board of Education office for bargaining unit employees. There shall be no private personnel or personal files on any bargaining unit employees.
2. Each item in the file shall be dated as to its entrance therein and as to the date when such item was made, except routine financial and demographic material. The employee will be given a copy of all documents before they are placed in his/her personnel file, except for routine data.

B. Access to File

Access to the personnel file shall be made available during regular office hours to the employee and/or his/her designated representative. Neither the file or any part thereof shall be removed from the office. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The Board shall provide the employee with a copy of any requested materials from the personnel file.

C. File Contents

Only appropriate information relating to performance or discipline may be entered into the file other than routine financial or demographic data. All such performance information must be signed by the employee's supervisor.

1. No anonymous letter, report, or communications shall be included in an employee's personnel file.
2. No inaccurate or invalid information shall be included in an employee's file.
3. All evaluations shall be included in the file.
4. Any written records of verbal or written reprimand shall be removed upon request from the employee's personnel file after four (4) years if no additional reprimands or related incidents of record have occurred during the four-year period. Any other disciplinary action that has been taken will remain in that employee's personnel file.

## ARTICLE 7: DISCIPLINE

A. No bargaining unit member shall be disciplined, reduced in rank or compensation, suspended or demoted without just cause. Employee discipline shall be kept confidential to the extent permitted by law. All documented discipline will be presented to the employee in a confidential setting.

B. The following system of progressive discipline will be followed:

1. verbal reprimand
2. written reprimand
3. suspension with or without pay (suspension with pay is not the same thing as paid administrative leave that may occur prior to discipline being given)
4. discharge

If the misconduct is a major infraction steps in the progression of discipline may be skipped. Rules cannot be listed to cover every situation. The following are examples of major infractions (this is not an exhaustive list):

- a. making threats to administrators, other employees, students, or the public;
- b. fighting or provoking a fight; and/or
- c. endangering the health or safety of administrators, other employees, students, or the public.

C. The bargaining unit member's supervisor shall investigate the incident prior to beginning any disciplinary action.

1. A notice of a pre-disciplinary conference shall be given to the employee who is subject to the pending suspension without pay or dismissal. The affected bargaining unit member may have an Association representative present at such conference.
2. The notice shall give the time, date and place of the scheduled conference and shall provide at least 24 hours' notice. The conference will be postponed for no more than three (3) days at an employee's request to enable the employee's chosen Association representative to attend.

D. An Association representative shall be permitted to attend the investigatory interview of a member whenever disciplinary action may be contemplated against the member.

1. At the conference, the bargaining unit member shall be provided the opportunity to present his/her side of the case and respond to all of the allegations should he/she desire to do so.
- E. Any disciplinary action shall be appealable through the grievance procedure.

**ARTICLE 8: SENIORITY**

- A. Seniority shall be defined as continuous length of employment of an employee in the bargaining unit computed from the employee's most recent date of hire by the Board.
- B. Seniority shall accrue for all time an employee is on active pay status or an approved leave of absence or is receiving worker's compensation benefits.
- C. **District and Classification** Seniority shall be lost when an employee:
1. resigns or retires;
  2. is discharged;
  3. is laid off for more than twelve (12) calendar months;
  4. is recalled from a lay-off and fails to return to work within five (5) working days;
  5. involuntarily resigns by missing three (3) consecutive working days without reporting his/her absence.
- D. If a tie exists, it shall be broken by the date at which the Bargaining Unit member was employed as a substitute. For the purposes of this article, the member must have been serving as a substitute immediately prior to being employed in a full-time position. If the member has served more than one period of time as a substitute, the latest hire date as a substitute shall be used for this article. If a tie continues to exist, it shall be broken by the last digit of the employee's Social Security Number with "0" being first and "9" being last. If the tie is still not broken, the next last number will be used and proceeding so on until the tie is broken. This procedure shall be implemented in the presence of a designated Union representative and the affected employees.
- E. The School District shall provide the Union an annual seniority list on October 15 each year listing the name, Social Security Number, date of hire, job title, and employment status (i.e. full-time, part-time, etc.). Any errors in the list will be corrected upon them being brought to the Administration's attention.

ARTICLE 9: LAYOFF AND RECALL

- A. In the event it becomes necessary to reduce the number of employees in a job classification, the following procedures shall govern such layoff and/or subsequent reinstatement.
- B. The number of people affected by reduction in force shall be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate a position. Any reduction in regularly assigned time shall be considered a layoff under the provisions in this Article.
- C. When it becomes necessary to lay off employees for reasons as stated above, affected employees shall be laid off starting with the least senior limited contract employee(s) in the affected classification. The least senior limited contract employee in that classification will be laid off first. If there are no limited contract employees in the classification, layoff shall start with the least senior employee on a continuing contract in the classification. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment in his/her present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the Administration and the Association shall meet to determine a fair and equitable means of deciding which employees shall be laid off first.
- D. An employee laid off in one classification shall be able to bump into another job classification in which he/she has worked and is qualified, provided the employee exercising bumping rights has greater seniority in the classification than another employee working in the classification.
- E. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:
  - 1. Paraprofessional
  - 2. Bus Driver
  - 3. Cafeteria Employees
  - 4. Custodian
  - 5. Maintenance
  - 6. Mechanic
  - 7. Secretarial and Clerical
- F. Prior to the effective date of layoffs, the Board of Education shall meet with the ISSA President and Vice-President with a list containing names, seniority dates, and classifications and indicate which employees are to be laid off. Each employee to be laid

off shall also be given advance notice of layoff. Each notice of layoff shall state the following:

1. Reason(s) for the layoff or reduction;
  2. The effective date of layoff; and
  3. A statement advising the employee of his/her rights of reinstatement from the layoff.
- G. For the classifications in which the layoffs occur, the Board shall prepare a reinstatement list and the names of all employees shall be placed on the reinstatement list in the reverse order of layoff (the last employee RIF'ed will be the first one called back.). Reinstatement shall be made from this list before any new employees are hired in that classification.
- H. Vacancies, which occur in the classification of layoff shall be offered to and declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.
- I. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail at the address on file with the District.
- J. If at any time, the District privatizes any of the classifications in the bargaining unit, the District will ask the private company to consider interviewing and hiring the employees in the classification at that time. If an employee is hired by the private company, the Board's contribution to SERS for the employee shall continue if required by law and SERS rules.

While the board agrees that there is no intention to reduce staff or layoff personnel for the sole purpose of subcontracting bargaining unit classifications should a reduction in force or layoff be required, it would be under the terms of the reduction in force agreement. Short term contracting may occur during a classification layoff in the event of an emergency. Employees who have been laid off shall be eligible for employment under this section. Such employment shall not affect any recall rights.

#### ARTICLE 10: HEALTH AND SAFETY

- A. The Ironton City School District agrees to abide by all federal and state laws concerning health and safety in the workplace.

- B. The School District will endeavor to provide employees all the necessary safety equipment to properly perform their jobs. Any disputes under this subsection will be resolved through the grievance procedures of this contract.
- C. The School District shall make available to the local Union President all relevant health and safety information that becomes available to the school district involving products and chemicals used by the District.
- D. All employees in the bargaining unit will be notified of first aid procedures and access.
- E. All employees will follow all safety rules and regulations in performing their duties. Employees will report all unsafe conditions to their supervisors immediately.

**ARTICLE 11:           JOB BID AND TRANSFER**

- A. A “vacancy” shall be determined to exist when there is an opening in a bargaining unit position that the Superintendent of the Ironton City Schools intends to fill. The Superintendent shall be the sole judge of whether or not a vacancy exists.
- B. Once the Superintendent determines a vacancy exists, within 30 calendar days he/she shall post the vacant position on [www.tigertown.com](http://www.tigertown.com), and via e-mail. All members of the bargaining unit are eligible to submit request for consideration for the vacant position. The posting shall be posted internally for five (5) working days. If no internal or currently employed bargaining unit member is qualified for the vacancy, the job will be posted externally.
- C. The filling of vacancies shall be in the following order:
  - 1. The employee with the most seniority who is most qualified will be considered first in the job classification with the qualifications and ability to perform the essential functions of the vacancy shall be awarded the position as determined by the Superintendent of Schools. The Superintendent’s decision is not grievable.
  - 2. Full-time bargaining unit employees applying for the vacancies not within their current classification, if qualified, shall be considered for the vacant position.
- D. All employees awarded a position under this Article shall serve a ninety (90) calendar day probationary period.
  - 1. Anyone failing the probationary period shall be returned to their prior position.
  - 2. Probationary removals are not grievable.



- E. The Superintendent may approve a classified employee to hold multiple positions if the time to fulfill the second position does not conflict with the responsibilities of the position held.

ARTICLE 12: WORK WEEK, WORK DAY, WORK YEAR, AND SCHEDULING

A. Work Year

1. The calendar for the school year shall be set by the Ironton Board of Education. The calendar when published each year will be distributed to all employees. Once the calendar is distributed and work schedules assigned, no schedule changes can occur unless agreed to by the Association and those workers affected by the change.
2. The ISSA shall have the opportunity to present calendar changes for consideration by sending written notice of such recommendations to the Superintendent prior to the April Board meeting.
3. The length of the work year, with certain exceptions spelled out in the articles on wages, including paid holidays and paid vacations, for each category of employee below shall be as follows:
  - a. Twelve (12) month employees – 260 days.
  - b. Eleven (11) month employee – 240 days.
  - c. Nine (9) month employees as follows:
    - Paraprofessional – 190 days, including holidays
    - Custodians/maintenance – 200 days, including holidays (see below for summer work option)
    - Secretaries- 200 days, 240 days, or 260 days, including holidays
    - Cooks- 193 days including holidays
    - Bus Drivers, full-time up to 189 days when school is in session, including holidays.
    - At the option of the Board, an employee may be issued an extended contract for an additional number of days at the per diem rate.

4. Summer work for 9-month custodians/maintenance: When the District decides the 12-month custodians need summer help, the 9-month custodians/maintenance will be first offered summer work. If they decide to work, the 9-month custodians/maintenance will be paid their regular hourly rate.

B. Work Week

The work week shall be defined as seven (7) consecutive days starting on midnight Sunday and running to 11:59 the following Saturday night. Overtime shall be governed by the Fair Labor Standards regulations. Time clocks will be used to determine authorized overtime, as well as to track attendance and for roll call during emergencies.

C. Work Day

In hours, the length of the standard workday shall be seven (7) hours actually worked each day, with exceptions as specified on the classification wage scales. All employees of the bargaining unit will be notified annually of their hours of work, rate of pay, salary placement, number of days, holidays and vacation leave.

ARTICLE 12 A: INDIVIDUAL CONTRACT LENGTH

A limited regular contract shall be issued in the following order:

1. Upon initial employment, the first contract shall be for one (1) year.
  2. The second contract shall be for one (1) year.
  3. The third contract shall be for three (3) years.
  4. The fourth contract shall be for five (5) years.
  5. The fifth contract shall be continuing contract.
- All employees currently on continuing contract prior to this agreement shall be grandfathered continuing.

ARTICLE 13: LEAVES

A. Sick Leave

1. Each full-time bargaining unit member shall be entitled to fifteen (15) days sick leave with pay each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month. All part-time bargaining unit members shall earn sick leave for the time granted full-time bargaining members. Unused sick leave shall be accumulated to a maximum of three hundred-twenty-five

(325) days or the number of days granted to certified personnel in the I.E.A. Master Agreement, whichever is higher. All days shall be in correlation to the employee's work day.

2. A new employee with accumulated sick leave from another public agency shall have placed to his/her credit, upon written application and proof of such to the Treasurer, all sick leave accumulated with a previous public employer, not to exceed two hundred and sixty days (260) days.
3. A bargaining unit member who has not yet accumulated or who has exhausted his/her accumulation of necessary sick leave, shall be advanced up to a maximum of five (5) days sick leave, with the advanced days to be removed from such employee's later accumulated number of sick days. If the bargaining unit member leaves the district before accumulating sufficient sick leave to cover the advanced sick leave day(s), such day(s) pay will be deducted from the bargaining unit member's last pay.
4. Sick leave days may be used to cover absences for personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absences due to medical appointments, illness, injury or death in the bargaining unit member's immediate family.
5. For purposes of this Article, the immediate family of a bargaining unit member is defined to mean: father, mother, spouse, brother, sister, son, daughter, step-children, grandparents, grandchildren, or an individual residing in the home of said bargaining unit member, or other family members with the immediate supervisor's recommendation and the approval of the Superintendent.
6. On the day of his/her absence, a bargaining unit member shall give notice to the office of his/her immediate supervisor if he/she must use sick leave in accordance with this leave procedure.
7. All bargaining unit members who have advanced knowledge that they will need to use their accumulated sick leave on an extended basis, shall give the Administration as much advance notice as possible. In the case of unforeseen illness or disability, it is recognized that advance notice may not always be possible.
8. Any bargaining unit member using sick leave who utilizes more than five (5) consecutive sick days may need a doctor's note before returning to work. If requested, this doctor's note must be furnished to his/her immediate supervisor within three (3) days after the bargaining unit member returns to work.

9. After fifteen consecutive sick days are used (15 is the number that EMIS requires to be reported as a long term) sick leave will cease to be accumulated until the employee returns to work.
10. The Board has the right to order the employee undergo a medical examination if the employer has a “reasonable belief” that the employee’s ability to perform essential job functions will be impaired by a medical condition or that he or she will pose a direct threat due to a medical condition. The examination will be at the Board’s expense.
11. Employees who have exhausted all available paid leave, including personal leave, shall be eligible, upon approval of the Superintendent, to receive sick leave transfer during periods of catastrophic illness as defined a severe illness or sudden medical conditions.
  - a. A bargaining unit member needing a sick leave transfer will contact the Board office to notify the Superintendent of such need.
  - b. The Superintendent will require the bargaining unit member provide documentation from the recipient’s physician attesting to the nature of the illness.
  - c. Once the Superintendent approves the request for a sick leave transfer, he/she will contact the Association President about the need for sick leave transfer.
  - d. The Association President will send a request to the bargaining unit members of a need for sick leave and request that the member notify the Board’s payroll clerk of the transfer.
  - e. The Bargaining Unit member will email the payroll clerk the number of days, not to exceed ten (10) sick leave days, that the member is agreeing to transfer. An email from a member’s school email account will serve as authorization for the deduction of sick leave. A member must have at least sixty (60) days of sick leave to authorize a transfer of sick leave to another bargaining unit member.
  - f. The payroll clerk will deduct the total number of transferred days authorized by the bargaining unit member in the order the emails were received, by date and by time.
    1. Sick leave days transferred will not be deducted until the days are used by the member in need of sick leave days.

2. The Payroll Clerk will notify the Association President when the number of requested days has been reached.
3. A bargaining unit member may not receive more than forty (40) days of sick leave transfer in any school year but the Superintendent has discretion to approve additional days needed for sick leave.
4. The Superintendent shall have the authority to grant sick leave transfer under this provision to Bargaining Unit Members for pregnancy and/or minor surgical procedures if he/she deems that the conditions surrounding the request are warranted.

B. Jury Duty

1. A bargaining unit member who is summoned for jury duty or who is subpoenaed to appear before a court or agency as a witness or party in a criminal or civil proceeding dealing with a work-related incident shall be granted all necessary leave. After absence for such duty, either reporting or serving, the bargaining unit member shall return payment for services rendered to the Board Treasurer and at the next regular pay period receive full payment for his/her regular salary from the Board for the day(s) of absence for this purpose. Payments not turned in for day(s) absent will cause a deduction of pay for those days.

C. Personal Leave

1. Purposes and Limitation on Use of Personal Leave.
  - a. Each full-time bargaining unit member shall be granted three (3) unrestricted days of personal leave during each school year. "Unrestricted" leave shall mean that there is no restriction as to the reason for the personal leave.
  - b. No personal leave day shall be granted to an employee during the period of one (1) day before or one (1) day after any school holiday, or the first or last day of school, or on days when parent-teacher conferences are scheduled. The Superintendent shall have the authority to waive this provision if, in his opinion, extenuating circumstances exist with a bargaining unit member that warrants said waiver. Bargaining unit members who request that the Superintendent consider such a waiver must submit, in writing, his/her request stipulating such circumstances that exist. Such request must be submitted at least five (5) days before leave is taken. The decision of the Superintendent is final and not grievable.

- c. Unused personal leave days shall, at the end of each school year, convert one for one to sick leave days provided that the employee has unused personal leave days in that school year. Unused personal leave days shall not be accumulative. This shall be in addition to the total days earned. Bargaining unit members who have unused personal days at the end of each school year and have chosen not to convert them to sick leave, may cash them in for eighty dollars (\$80.00) per day.
  2. Each request for Personal Leave shall be made by written application to the bargaining unit member's immediate supervisor, who will, in turn, render a decision and notify the applicant. This request shall state the date of the leave, and shall be filed, except in emergencies, two (2) work days before the day of leave requested in order that a suitable replacement or substitute can be obtained.
    - a. The immediate supervisor's decision shall be based upon strict adherence to the terms and conditions of this Article.
  3. Procedure for Administration of Personal Leave shall be:
    - a. The employees shall make written application to his/her immediate supervisor two (2) work days in advance on the form provided by the Board of Education. The employee need provide no reason for taking unrestricted personal leave.
    - b. The filing of a false application shall be considered as grounds for disciplinary action by the Board of Education in such form and manner as the Board may deem advisable.
- D. Bereavement Leave.
  1. Up to three (3) days of sick leave may be used upon approval of the Superintendent in the event of the death of a member of the employee's immediate family. Additional days may be granted by the Superintendent, based on circumstances (for example, death of a spouse or long-distance travel involved.)
  2. For purpose of bereavement leave, immediate family shall be defined as the mother, father, brother, sister, spouse, daughter, son, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, grandchildren, and grandparents of the employee.

3. An employee may request to use up to two (2) days of sick leave and/or personal leave upon approval of the Superintendent in the event of the death of an individual not in the employee's immediate family.

E. Association Leave

1. The Association shall be granted a total of six (6) days annual leave for the President or his/her designee to attend Association business meetings. No more than three (3) consecutive days of Association leave may be used at one time. This leave is non-accumulative.

F. Unpaid Leave of Absence

1. General Unpaid Leave of Absence.

The Board may grant a bargaining unit member up to two (2) years of absence without pay for personal or family health reasons, for continuing education, or for other reasons approved by the Board, upon receipt of a written request by that bargaining member.

2. Bargaining unit members on unpaid leaves of absence shall be carried on the roll of Board employees and may continue to participate in the Board's insurance program while on such leave provided, they pay the premiums or other such fees on the monthly date designed by the Treasurer.

- a. The bargaining unit member must notify the Board of his/her intentions regarding his/her returning to employment by April 1 of the year his/her leave of absence is to be completed. Upon return from such leave, the bargaining unit member shall be given his/her same assignment or comparable assignment held prior to taking such leave, if such assignment is available and subject to the RIF procedures. If no such assignment is available, the person shall be placed on the recall list.

- b. If the bargaining unit member desires to return to work prior to the date of return originally stated, the bargaining unit member shall notify the Superintendent of his/her request and the date of his/her proposed return. Such request may be considered at the discretion of the Superintendent.

3. Upon returning to service of a bargaining unit member at the expiration of a leave of absence, he/she shall resume the contract status that he/she held prior to such leave. The taking of a leave of absence within the term of a limited contract shall not suspend the running of the contract. Bargaining unit members who are affected by a reduction in force while on leave of absence shall be

treated identically with other bargaining unit members under the provisions of Article 9. Seniority shall not be accrued while on unpaid leave.

G. Child Care/Adoption Leave of Absence

A member who is expecting, or adopting a child or having to take guardianship of a family member shall be granted unpaid leave of absence not to exceed one (1) year, upon written request to the Superintendent, submitted at least thirty (30) days before the commencement of such leave, whenever possible, and stating the expected date of birth or date of obtaining custody of the child and also the date the bargaining unit member expects to return to work.

H. Family and Medical Leave.

1. Notwithstanding anything to the contrary in the provisions of this Agreement, the Employer and the Employee shall each have all their respective rights and obligations under the Family Medical Leave Act of 1993, as amended. Except as otherwise mandated by the Act, family leave shall be used concurrently with paid leave accrued by the employee and other leave required by law. The period used for calculating eligibility for leave shall be set forth in the board policy on Family and Medical Leave.
2. Bargaining unit members must give the Superintendent at least thirty (30) days' notice, or as much notice as is practicable in foreseeable situations.
3. Medical certification shall be required to substantiate leave for the reasons stated above with the Superintendent having the option of requiring second and third opinions. Medical certification shall include the following:
  - a. the date the condition began;
  - b. the probable duration of the condition;
  - c. appropriate medical facts regarding the condition and the necessity for the leave; and
  - d. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.
4. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee as set forth in Board policy and federal law and provided all legal and policy requirements have been satisfied.



5. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of the health insurance premium, as long as the employee makes arrangements for payment to continue his/her portion of the health insurance premium and continues to pay that amount. The Board may recover any premiums paid if the employee fails to return to work, as provided in federal law.

I. Assault Leave

1. Any case of assault upon a bargaining unit member shall be promptly reported to the Board or its designated representative. Any case of assault shall be reported to local law enforcement authorities by the Board or its designated representative.
2. Time lost by a bargaining unit member in connection with an incident mentioned in this Article shall not be charged against the bargaining unit member's accumulated sick leave. The bargaining unit member shall provide a doctor's statement verifying that the time off is justified for medical reasons. If time off is for court appearances or other legal matters pertaining to the incident, a statement from the bargaining unit member indicating such shall be submitted to the Superintendent.
3. Whenever a bargaining unit member sustains damage to his/her own property (i.e. glasses, cell phone, , etc.) as a direct result of an assault that occurs during Board employment, the Board will reimburse his/her up to \$250 towards repair or replacement of the item damaged, upon proof of purchase of the repair or replacement.

J. Military Leave

Any unit member who is a member of the Ohio organized militia or a member of other reserve component of the Armed Forces of the United States of America, including the Ohio National Guard, who is called to active duty, shall be granted leave in accordance with Sections 1751.54, 3923.381, 3923.382, and 5923.05 of the Ohio Revised Code, and other laws, as applicable.

Benefits provided to unit members who have received orders to active duty may be increased beyond what is mandated by law at the discretion of the Board. Nothing in this article mandates that any increase in benefits beyond what is required by law be sustained, once instituted by Board action.

The application for leave due to military service and a copy of the orders shall be presented in writing to the Board as far in advance as possible.

ARTICLE 14: HOLIDAYS

A. All regular non-teaching school employees employed on an eleven (11) or twelve (12) month basis, whether salaried or compensated on an hourly or per diem basis, are entitled to the following holidays for which they shall be paid their regular salary or their regular rate of pay.

1. New Year's Day, plus one (1)
2. Martin Luther King Day
3. Presidents' Day\*
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day and day after Thanksgiving
9. Christmas Day, plus one (1)

\* If school is in session on Presidents' Day, this holiday shall be cancelled, and all employees required to work.

B. All regular non-teaching school employees employed on a nine (9) or ten (10) month basis, whether salaried or compensated on an hourly or per diem basis, are entitled to the following holidays for which they shall be paid their regular salary or their regular rate of pay.

1. New Year's Day, plus one (1)
2. Martin Luther King Day
3. Memorial Day
4. Labor Day
5. Thanksgiving Day, plus one (1)
6. Christmas Day, plus one (1)

C. Regular non-teaching school employees employed less than nine (9) months shall be entitled to those holidays enumerated in this Article, Section B above, which fall during the employee's time of employment, for which they shall be paid their regular salary or regular rate of pay.

D. Holiday Eligibility

1. A new employee must have no less than thirty (30) days of work since his last hire to be eligible for holiday pay for holidays not worked.

2. To be entitled to holiday pay, an employee must work their first scheduled day before and after that holiday.
3. Employees required to work on a holiday will be paid the number of hours at double their standard hourly rate. Bus drivers will be paid double their standard hourly rate for driving on a holiday and time and a half for driving on a Sunday.
4. Holidays will be observed in accordance with the Board adopted school calendar.

#### ARTICLE 15: VACATIONS

- A. Each full-time non-teaching school employee (including full-time hourly rate and per diem employees) who are in service for not less than twelve (12) months in the calendar year, shall be entitled, during each year, while continuing in the employ of the Board, to vacation leave with full pay for two (2) calendar weeks, excluding legal holidays.
- B. Employees continuing in the employ of the Board for ten (10) or more years of service shall be entitled to vacation leave with full pay for three (3) calendar weeks, excluding legal holidays.
- C. Employees continuing in the employ of the Board for twenty (20) or more years of service shall be entitled to vacation leave with full pay for a minimum of four (4) calendar weeks, excluding legal holidays.
- D. Upon separation from employment an employee shall be entitled to cash in at his/her current rate of pay for all lawfully accrued and unused vacation leave. The number of vacation days that will be allowed to be cashed in is not to exceed the vacation leave accrued for the two (2) years immediately preceding his/her separation and the prorated portion of his/her unused vacation leave for the current year.
- E. In case of death of a non-teaching employee, such accrued and unused vacation leave and prorated portion for the current year shall be paid in accordance with Section 2113.04 of the Revised Code, or to his/her estate.
- F. Vacations shall be scheduled at a mutually agreeable time between the employee and his/her supervisor. Only service with the Ironton City Schools shall be used in determining continuous service for vacation eligibility.

G. Accrual of Vacation

For all employees, vacation begins to accumulate from the date of actual entry as a regular employee into a position which carries vacation, i.e., a twelve (12) month position, rather than beginning at the date of hire.

- H. Should an employee be prevented by an action of the Administration from taking vacation, said employee will be compensated for the vacation days lost if the days cannot be taken at any other time during the employee's personal contract year.

**ARTICLE 16: INSURANCES**

A. Hospitalization Insurance

The Board shall make available to full-time bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the Board's conventional insurance plan immediately prior to the signing of this Agreement. The Board reserves the right to change or provide alternate insurance carriers, or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The Board shall pay 85% of the premium for bargaining unit members hired prior to August 1, 2009. The Board shall pay 70% of the premium, for bargaining unit members hired after July 31, 2009, until there are no more bargaining unit members for whom the Board is paying 85% of the premium. Whenever a Bargaining unit member, grandfathered in at the 85% premium paid by the Board retires under a State of Ohio retirement system, the Board will move the most senior employee hired after August 1, 2009 from the Board payment of seventy percent (70%) of the health insurance premium up to eighty percent (80%) of the health insurance premium being paid by the Board. When the last bargaining unit employee for whom the Board is paying 85% of the premium leaves the District, then the Board shall pay 80% of the premium for all bargaining unit employees.

- B. The Board reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include mandatory second opinions for elective surgery, preadmission and continuing admission review, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for designated surgical procedures.

- C. The Board shall offer unit members the election of a Section 125 Cafeteria plan premium conversion. This will allow employee contribution toward health insurance premiums to be treated on a pretax basis.

- D. New employees and anyone not currently covered shall be subject to the provisions of the insurance contract.
- E. The Ironton City School Board of Education shall provide the full-time bargaining unit members with a life insurance program of \$20,000 coverage, provided that said insurance is available for each bargaining unit member pursuant to the conditions set by the insurance provider.
- F. The Ironton City School Board of Education shall pay the cost of a single dental and vision plan, with the full-time bargaining unit members paying the cost difference if they choose to participate in a family plan.
- G. Members in the bargaining unit with the classification of bus driver will not be required to meet the thirty-hour (30) rule for hospitalization insurance.
- H. The Board of Education will pay to each full-time bargaining unit member who is currently enrolled in the school district's health insurance plan on July 1, 2016 and who opts out of coverage provided by the Board of Education a payment of \$1,000.00.
- G. Insurance Incentive Programs
  - 1. Bargaining unit members who will be eligible for this program will be:
    - a. Members who are enrolled in the insurance program as of July 1, 2016 and continue to be eligible for medical insurance.
    - b. All new employees who are eligible for the insurance program and are employed after July 1, 2016.
  - 2. Each member must notify Ironton City School Treasurer in writing of his/her intent to opt-out of the insurance program. Members must provide proof to the District Treasurer of other health insurance coverage to be eligible for this opt-out program.
  - 3. Each member opting out of the program must remain out of the program for the entire period of time for twelve (12) month of the following year and must be actively employed by the Ironton City School District to be eligible for reimbursement.
  - 4. Members who are eligible for this program and who are enrolled in the family or single coverage or new employees eligible for family or single coverage opting-out shall be reimbursed \$1,000.00 annually.

5. A participant in the program will be reimbursed only under the above stipulations.
6. Each eligible member opting-out of the School District-approved insurance program shall be reimbursed the second pay in the thirteenth month after the election opt-out.
7. Any bargaining unit member who elected to opt-out of the School District approved insurance program who involuntarily loses other insurance coverage through a unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the School District -approved insurance program subject to the provisions of the contract with the carrier. Notice of intent to enroll will be provided to the School District not later than the third Monday of the month following a qualifying event will become effective subject to the provisions of the contract with the carrier.
8. Any bargaining unit member who elected to opt-out of the School District approved insurance program may enroll in the program beginning with the open enrollment period of each year. For enrollment in the open enrollment period, a request for enrollment must be made in a timely fashion subject to the provisions of the contract with the carrier.
9. A bargaining unit member who opted-out of the insurance program and who re-enrolls under the above conditions shall be paid by the School District all insurance incentive monies for that opted-out year on a pro-rated basis.

#### ARTICLE 17: SEVERANCE

- A. At the time of retirement, a bargaining unit member who has worked for ten (10) or more years in the Ironton City Schools shall be paid for severance pay consistent with the severance pay provisions of the Master Agreement between the Ironton City Schools and the Ironton Education Association.
- B. Payment of severance will be made up in one lump sum, and the rate of pay will be that of the final daily rate of the employee as calculated during the last calendar year the employee worked in the district. Eligibility for a valid claim is dependent upon written evidence from the state retirement system, within one calendar year of retirement from the district, that the retiree is receiving checks from the specific state retirement system.
- C. Payment will be made upon written request by the employee to the Treasurer. The employee may defer payment until January following the date of retirement.

- D. Severance pay shall be made only once to any bargaining unit member.
- E. If an employee dies after retiring but prior to submission of eligibility of evidence, the severance pay shall be paid to the most recently named beneficiary as submitted in writing to the Board Treasurer prior to the employee's death.

**ARTICLE 18: PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM (SERS) PICK-UP**

- A. The Board shall pick-up contributions to the School Employees Retirement System (SERS) on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:
  - 1. The amount to be "picked-up" on behalf of each employee shall be at the statutory mandated rate of the employees' gross annual compensation or any statutorily mandated increase. The employee's annual compensation shall be reduced by an amount equal to the amount of "pick-up" by the Board for the purpose of City, State, and Federal Tax.
  - 2. The "pick-up" percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
  - 3. The parties agree that should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return without penalty, to the former method of employee/employer contributions.
  - 4. Payment for sick leave, personal leave, severance, etc., including reporting of wages to both unemployment and worker's compensation shall be based on the employee's gross or daily gross pay prior to the reduction as basis (e.g. gross pay divided by the number of days in the employee's contract).

**ARTICLE 19: GENERAL WORKING CONDITIONS APPLICABLE TO ALL CLASSIFICATIONS**

Calamity days

School cancellations that are weather related will be treated as follows:

- A. The Superintendent may close school or individual buildings for weather or other reasons.
- B. The Administration shall make every attempt to notify the bargaining unit members of school closings or delays by 6:00 am and to make this notification through TV stations and school all-call.

C. Employees Required To Report To Work:

1. 12-month Custodians/Maintenance

All 12-month custodians/maintenance staff will be required to work on school closure days. Employees who are required to work will work a minimum of two (2) hours. Employees will report at their usual time, unless notified otherwise.

2. 9-month Custodians/Maintenance

9-month custodians/maintenance will generally not be required to work on school closure days, but their supervisor may require them to report if there are unusual circumstances in which the work to clean up school facilities exceeds the capabilities of the 12-month custodians/maintenance. If 9-month custodians/maintenance are required to report to work, they will work a minimum of two (2) hours and will report at their normal time, unless notified otherwise. See D below for what happens if 9-month custodians/maintenance are not required to report.

3. Employees who are required to report to work on the first five (5) school closure days and are required to work more than four (4) hours on any of the five (5) days will be paid for all time beyond four hours on a given day at the rate of time-and-a-half, in place of their normal compensation.

4. All employees must report to work at their usual time and work a regular schedule on the sixth, seventh and eighth school closure days.

D. Employees Not Required To Report To Work

All employees not required to work under C above will have a choice:

1. They can report to work for two (2) hours on the school closure day. In that case, they will report at their usual time, unless notified otherwise or otherwise agreed upon with their supervisor.

2. They can stay home on the school closure day and make up the two (2) hours of work at another time, as approved by their supervisor. In that case, time must be made up in minimum half-hour increments.

E. All bargaining unit members shall receive their normal compensation for all hours of school closure, except as set forth in C(3) above for those required to work more than four (4) hours.



- F. The Board reserves the right to schedule make-up days of school for all employees after the first eight (8) days of school closure. On those make-up days and when employees are making up time under section D(2) above, bargaining unit members will not be paid any additional compensation, the time having already been compensated in their base pay.

### **After Hours Meetings & Workshops**

A bargaining unit member who is required to attend a meeting or workshop outside of his/her normal workday will be paid his/her hourly rate when doing so. These hours shall count towards overtime.

### **Additional Certification**

When required, CPR, First Aid or any additional certification classes will be sponsored by the Board. Class materials will be paid by the Board.

### **Cafeteria Banking**

All banking will be done during the regular workday.

### **Classification Placement**

A bargaining unit member who changes classification shall be placed on the salary schedule at the same step as that held in the previous classification. The bargaining unit member shall be credited with all years of service. If a bargaining unit member moves from a classification with fewer steps than the new classification, the bargaining unit member shall be placed on the appropriate step of the new classification after receiving credit for all years of service.

### **Secondary Classified Positions**

- A. No bargaining unit member may bid on a secondary position under another classification that will result in overtime hours for the member.
- B. Bargaining unit members who hold more than one position in the unit shall be eligible for Board provided benefits, as long as their combined hours total thirty (30) hours per week.
- C. Any bargaining unit member who is hired for a secondary position will not receive additional personal days, vacation days or sick days other than what was accrued in the first job.

ARTICLE 20: CUSTODIAN WORKING CONDITIONS

- A. Each custodian will be advised of his/her hours of work, who to report to as their immediate supervisor, and the procedures for obtaining supplies and materials to complete their job.
- B. Custodians will be assigned to shifts taking into consideration their abilities to perform the work on that shift as their stated shift preference.
- C. Custodians will perform all work as assigned.
- D. All outside groups using the District's facilities for activities will be notified to clean up after their activities. Should they fail to do so, the custodian will notify the building principal, who will implement any consequences provided for in the facilities use agreement and/or Board policy.
- E. If a custodian, or any other member of the unit, is called into work on a day in which school is not open, they will be required to work a minimum of two (2) hours and receive a minimum of two (2) hours' pay.

ARTICLE 21: COOK PROVISIONS

- A. Each cook will be advised of his/her hours of work, who to report to as their immediate supervisor, and any necessary working procedures to follow.
- B. When daily openings occur in cook positions, because of absences, regular employees shall be given the first opportunity to increase the number of hours they work on that day, provided they have the qualifications to perform the work required.
- C. The Board of Education will pay the cost of the food handler's permit for all full-time employees as defined in Article 1: Recognition. Any cook working in excess of sixty (60) days shall be reimbursed the cost of the Food Handler's permit by the Board of Education upon receipt of proper documentation.
- D. All outside groups using the District's kitchen facilities will be notified to clean up after their activities. Should they fail to do so, the cook will notify the director of student services, who will implement any consequences provided for in the facilities use agreement and/or Board policy

ARTICLE 22: SECRETARIES, CLERKS, AND PARAPROFESSIONALS WORKING CONDITIONS

- A. Each Secretary, Clerk, and Paraprofessionals shall be advised of their hours of work and who to report to as their immediate supervisor.
- B. Each Secretary, Clerk, and Paraprofessionals will not be required to discipline any student.
- C. Overtime will be earned in accordance with the Fair Labor Standards Act.
- D. Bargaining unit members in these classifications are not required to dispense medication to students.
- E. The Board shall pay the cost of required Paraprofessional permit renewals.
- F. Secretaries will not be assigned lunchroom duties.
- G. No paraprofessionals will be used as substitute teachers. No paraprofessional will oversee classroom instruction. A paraprofessional shall be under the direction of a licensed educator.

ARTICLE 23: FIELD TRIP DRIVER PAY RATES AND TRANSPORTATION PROVISIONS

- A. Extra Trips
  - 1. Field trips and extra trip drivers shall be selected and assigned to a roster of all full time Drivers. The names of those on the roster shall be placed in order of seniority with the driver with the greatest seniority being assigned the first such field trip or extra trip. Drivers have the right to pass on trips. Future trips will be assigned on a rotating basis. Drivers of cancelled trips are placed back in the rotation for the next unassigned trip. In the event that all available drivers pass on a trip and a substitute is not available, the driver with the lowest seniority shall be assigned the trip/trips.
  - 3. Extra trip time shall start at the time the driver is required to report and shall end at the time the driver returns the bus to the bus parking area. Drivers of trips on non-school days shall be paid thirty (30) minutes before and after the trip.

3. Pay

Field trips and extra trips shall be paid at the regular hourly pay rate (based on 5 hours per day) for the first 10 hours of trips. After 35 hours in one week is accumulated, the pay will automatically be 1 ½ this hourly rate.

Employees shall receive meal reimbursement consistent with Article 23(E)(4) of the IEA Collective Bargaining Agreement by submitting actual receipts for appropriate meal(s).

Breakfast	\$ 9.00
Lunch	\$ 11.00
Dinner	\$ 18.00

- a. All day or overnight trips shall be paid for all time in which the driver is performing bus duties, including any stand-by time in which the driver is required to remain with his/her bus at a particular location.

B. Vacancies During the School Year

- 1. Any permanent vacancy of a regular route, created more than sixty (60) days prior to the close of the school year, will be filled by the Transportation Supervisor by making a regular assignment of a qualified school bus driver.

C. Bus Appearance and Notification of Repairs

- 1. Bus drivers shall complete a per-trip inspection form daily and submit it to the Transportation Supervisor or his/her designee.
- 2. Bus Drivers are to keep their bus clean.

D. Transportation Routes

All regular bus routes will be posted when a vacancy occurs as determined by the Superintendent of Schools. Bus drivers will be paid five hours per day for regular bus routes, inclusive of their actual route time and pre-trip, fueling, and inspection of the bus. If a bus breakdown, inclement weather, or other unforeseen circumstance causes a driver to be delayed on his/her route to the point that his/her actual work time exceeds five hours, then he/she will be paid for the additional time at his/her regular hourly rate. Bus drivers will receive time and a half for District driving above thirty-five (35) hours per week, except that if the hours in excess of thirty-five hours in a given week include Sunday or holiday driving for which the driver is already receiving time and a half or double time, the driver will not be paid an additional time and a half for the Sunday or holiday driving (in other words, no triple time or three-and-a-half time). Bus drivers will be considered full-time for purposes of eligibility for insurance.

E. Pay for Driver Training

Once an individual is employed by the Board, he/she shall be paid for all subsequent driver training at the members hourly or per diem rate.

**ARTICLE 24: TRAVEL REIMBURSEMENT**

- A. Bargaining unit members whose assignment necessitates travel shall, if they use their own automobiles and if approved by the appropriate administrator or supervisor, be reimbursed at the IRS rate per mile. To be reimbursed, members shall submit the approved form to the Superintendent monthly to be paid in the first two (2) weeks of the next month. Earlier payment may be made upon a request approved by the Superintendent.

**ARTICLE 25: COMPENSATION AND WAGES**

Bargaining unit employees shall be placed at the appropriate step on the applicable wage schedule in each year of this Agreement (see attached hourly rate schedules). In the first two years of this Agreement (2019-2020 and 2020-2021), each bargaining unit member enrolled in the district's health insurance program during the 2017-2018 and 2018-2019 school years, shall receive in the last pay in November a stipend of \$145.00 to compensate for the past two years that this unit had to pay more for insurance than District teachers.

"Me too" Provision: Effective July 1, 2019, and for the duration of this Agreement, the Board shall not pay a lower percentage of the across-the-board monthly health insurance premium to the Ironton Support Staff Association than it pays to the Ironton Education Association.

**ARTICLE 26: MANAGEMENT PREROGATIVES OF THE BOARD**

- A. Except as specifically limited by the terms and provisions of this Agreement, the Board, the Superintendent and the Principals shall retain all rights, powers and authorities vested in them prior to the date of this Agreement.
- B. The rights, powers, authorities mentioned in the above shall include but shall not be confined to the following:
1. The right to manage and control the schools, to determine matters of inherent managerial policy, to determine all locations for school facilities and equipment, the equipment to be used, the processes, techniques, methods, and means to be used in servicing the school system, the right to determine all schedules of

events, schedules of working hours, assignments of employees, and the right to establish work rules and regulations, to layoff and recall employees whenever necessary.

2. The power to establish rules and regulations governing all employees and pupils, the administration of the school district, use of school district property, attendance at meetings, the compensation and reimbursement of expenses incurred, and to determine the overall budget.
3. The authority to direct, supervise, evaluate, hire, rehire, promote, retain, suspend, discipline, demote or discharge for just cause, assign and reassign employees, to effectively manage the work force, to maintain discipline and efficiency, non-renew and discharge employees, to determine employee schedules, to determine the overall mission and standards of the Board as the employer and in furtherance of its responsibility to the students and community of the school district.
4. All rights, powers and authorities granted at any time to Boards of Education, School Superintendents and Principals by the laws of the State of Ohio, including Section 4117.08 of the Ohio Revised Code as well as such rights, powers and authorities which can reasonably be inferred there from.

#### ARTICLE 27: NO STRIKE – NO LOCKOUT

- A. Upon ratification of this master contract by both the Union and the Board the following shall be effective:

There shall be no strike by unit members except under the following provisions.

1. Unit members may strike in accordance with the provisions of [O.R.C. 4117.14 \(D\)\(2\)](#), i.e. unit members may strike after exhaustion of the impasse procedure contained in Article 2 of this Agreement, provided that the Union has given a ten (10) day prior written notice of its intent to strike to the Board and to SERB.
- B. There shall be no strike by unit members in violations of [O.R.C. 4117.15 \(A\)](#), which prohibits a strike during the term of a collective bargaining agreement or during the pendency of impasse or settlement procedures.
- C. The Union shall not authorize, call, aid or conduct a strike in violation of the above provisions. If an unauthorized strike should occur, as determined by SERB in accordance with [O.R.C. 4117.23](#), the Union shall immediately undertake to have the strikers return to work, by proclaiming that the strike is in violation of the Agreement, and by using such media of communications as are available, including the posting of a bulletin urging

the pickets, if any, to discontinue picketing. It is agreed that picketing during an unauthorized strike, as determined by SERB, is unlawful and in violation of this Agreement. The Board may use the provisions of [O.R.C. 4117.16](#), where appropriate, to have a court of competent jurisdiction enjoin the strike for a period not to exceed 72 hours. The employer may further employ the provisions of [O.R.C. 4117.16](#) to request SERB to authorize further injunction. Once the Union has complied with its affirmative duties under this section, no legal action will be taken against the Union by the Board.

- D. If any unit members strike in violation of this Agreement, they are subject to disciplinary action including discharge, in accordance with [O.R.C. 4117.23](#)
- E. The Board will not lockout unit members during the term of this Agreement.

#### ARTICLE 28: PAY PERIODS

- A. Bargaining unit members shall receive payment in twenty-six (26) equal installments over a twelve (12) month period. Pay day shall be every other Friday, except in cases of emergency. If there are twenty-seven (27) pay periods, the bargaining unit members will have their pay divided by 27 and paid in 27 equal installments.
- B. Bargaining unit members on extra-curricular contracts shall be paid in twenty-six (26) equal installments over a twelve (12) month period, unless the contract amount is \$1,000 or less, in which case it will be paid in one (1) lump sum at the completion of the contract.
- C. Bargaining unit members shall have their paychecks directly deposited to their accounts in the financial institution of their choice.

#### ARTICLE 29: COMMERCIAL DRIVERS LICENSE

- A. Bargaining unit members whose positions require a valid State of Ohio Commercial Driver's License (CDL) are required to possess such license with proper and necessary endorsements and regulations required by state and federal laws. From the time this contract is ratified by both parties, the Board will reimburse a full-time bus driver the fingerprinting cost only associated with the requirements of the BCII investigation.
- B. The School District will attempt to make available voluntary training to assist those individuals whose positions require such license. Such training will be designed to provide them with information to assist them in preparing for necessary test(s).
- C. The School District will attempt to arrange such training at a school work site during regular working hours.

- D. The School District will arrange for such employees to be able to obtain the necessary physical examination required for said license at no cost to the employee.
- E. The School District will pay the cost of required license to operate a school bus.
- F. A bargaining unit member who loses his/her driving rights for a period of sixty (60) days due to violation of law, will be placed on unpaid leave. At the conclusion of the sixty (60) days, if the bargaining unit member has not regained his/her CDL license and driving rights, he/she will face automatic termination of his/her employment with the Ironton City School District. This action is not grievable under Article 3 of this Agreement.
- I. Any vehicle requiring a CDL to operate it which is involved in a traffic accident will cause the operator to submit to drug and alcohol testing.

**ARTICLE 30: SMOKING REGULATIONS**

- A. Ironton City Schools are smoke and tobacco free.

**ARTICLE 31: DRUG-FREE WORKPLACE**

- A. The Board shall adopt a policy, which is in compliance with the Drug-Free Schools and Communities Act. All bargaining unit members shall receive a copy of the Board-adopted policy regarding a drug-free workplace. There shall be no drug or alcohol testing by the Board or School District, except as provided in this Agreement or as otherwise may be required by law.
- B. All bargaining unit members shall refrain from the unlawful use, manufacture, distribution, or possession of drugs or alcohol while on duty, on Board premises or at any workplace. The employer shall provide a Drug-Free Workplace in-service for all bargaining unit members during the regular in-service day(s) program.
- C. For the purposes of these provisions, the following definitions shall apply:
  - 1. "Drug abuse offenses" shall be defined as the unlawful possession, use, or distribution of illicit drugs and alcohol.
  - 2. "Workplace" is defined as any area under the control of the Board or at any Board-sponsored activity regardless of location.



3. "On-duty" is defined as required attendance at the workplace in accordance with the provisions of the Master Agreement regarding hours of work and workday.
- D. Any bargaining unit member who violates this Article and/or the Board's Substance Abuse and/or the Drug Free Workplace policies through his/her unlawful use of alcohol or an illegal drug shall be subject to appropriate corrective action or disciplinary action as determined by the Board, up to and including termination and/or rehabilitation.
    - a. Bargaining unit members voluntarily entering a rehabilitation program under this provision shall be permitted to use any sick leave or vacation leave to their credit.
    - b. Any bargaining unit member who has exhausted his/her sick and vacation leave shall be granted unpaid leave to participate in a rehabilitation program under this provision.
  - E. Employees who suspect that they may have an alcohol or other drug abuse problem are encouraged to seek counseling and information on a confidential basis by contacting recourses available for such service. An employee who voluntarily seeks help for an alcohol or other drug abuse problem before he/she is accused of violating this Article and/or the Board's Substance Abuse and/or Drug Free Workplace policies will be granted leave as needed to obtain necessary counseling and/or rehabilitation and/or other treatment and will not be terminated or otherwise disciplined for taking such leave.

## ARTICLE 32: ALCOHOL AND DRUG TESTING

### A. Introduction

For the 2019-2020 school year, this Article will continue to provide for rehabilitation and assistance of those first-time offenders who have drug or alcohol problems. However, action taken against a bargaining unit member shall be determined by individual circumstances of each use and disciplinary action up to and including termination is possible. Beginning with the 2020-2021 school year, there will be a zero tolerance for any bargaining unit member who violates this Article, Article 31 and/or the Board's Substance Abuse and/or Drug Free Workplace policies, and termination may result on the first offense.

### B. Authority of Testing

1. Only the Superintendent or his designee acting in his absence may order a drug test.

2. Any bargaining unit member who drives a vehicle that requires a commercial driver's license will be subject to Alcohol and Drug Testing in accordance with the U.S. Department of Transportation Rules and Regulations under the Omnibus Transportation Employee Testing Act of 1991.

C. When the Administration has reasonable suspicion to believe that:

1. An employee is being affected by the use of alcohol; or
2. prescribed drugs; or
3. is under the influence of illegal drugs while performing his/her school job.

The school administration shall have the right to require the employee to submit to alcohol or drug testing, if warranted, as set forth in this Agreement. The school administration may also require that employee to randomly submit to alcohol and drug testing to insure compliance.

D. Testing Procedure

Detailed testing procedures shall be developed by the Superintendent to:

1. Positively identify bargaining unit member prior to testing;
2. Provide for bargaining unit member privacy and security of samples;
3. Establish if a bargaining unit member is taking any drug legitimately under medical supervision; and
4. Develop a two-step test. Both urine and blood samples shall be drawn. Any specimen testing positive in the urinalysis shall be subject to a confirmation blood test. No notification shall be given of initial positive tests until the confirmation blood test has been completed and is positive. At the time the samples are drawn, a second test of samples shall be taken and sealed. Should the original blood test show positive, the second sealed set of samples shall be retained for six (6) months to allow for further testing in the event of a dispute.

E. Testing Agent

The laboratory selected to conduct the analysis will be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency.

- F. Bargaining unit members who are given an opportunity for rehabilitation shall be permitted to use up to thirty (30) days of sick leave or vacation leave to their credit.
- G. All tests on bargaining unit members will be administered to assure privacy and confidentiality.

**ARTICLE 33: ATTENDANCE**

- A. Supervisors shall have the authority to permit an employee to leave his/her school for purposes of medical treatment/emergencies, to watch his/her children participate in school-related activities or attend parent-teacher conferences, or attendance at a funeral or visitation.
- B. An employee may use such permissive leave up to three (3) occasions. A total of no more than three (3) hours may be distributed in hourly increments to these occasions. Increments of ½ hour may be made if coverage for the affected bargaining Unit member can be secured at no cost to the district. The superintendent shall have the authority to grant additional emergency leave if he/she deems that circumstances warrant same.

**ARTICLE 34: OUT-OF-STATE EMPLOYEES WITH CHILDREN ATTENDING THE IRONTON CITY SCHOOLS**

Bargaining Unit members who reside outside of the state of Ohio shall have the right to enroll their children in the Ironton City Schools free of all tuition charges.

**ARTICLE 35: HANDLING ISSUES IN THE WORKPLACE**

If an employee wants to raise a concern regarding another employee (management and/or staff), the employee must first report the concern to his/her immediate supervisor and may bring Association representation to the meeting. If the concern is not resolved at that level, the employee may report the concern to the Superintendent. Again, the employee may bring Association representation to the meeting.

**ARTICLE 36: DURATION**

This Agreement shall be effective for a period of three years beginning with the date of ratification. The Articles in this Agreement constitute the whole and complete agreement between the two parties for the period of time commencing July 1, 2019 and terminating June 30, 2022.

APPENDIX A: SALARY SCHEDULE

**BUS DRIVER  
HOURLY RATE SCHEDULE**

Step	2019-2020	2020-2021	2021-2022
0	\$14.01	\$14.15	\$14.43
1	\$14.11	\$14.25	\$14.54
2	\$14.22	\$14.36	\$14.65
3	\$14.32	\$14.46	\$14.75
4	\$14.43	\$14.57	\$14.86
5	\$14.53	\$14.68	\$14.97
6	\$14.64	\$14.79	\$15.09
7	\$14.74	\$14.89	\$15.19
8	\$14.85	\$15.00	\$15.30
9	\$14.96	\$15.11	\$15.41
10	\$15.06	\$15.21	\$15.51
11	\$15.17	\$15.32	\$15.63
12	\$15.27	\$15.42	\$15.73
13	\$15.38	\$15.53	\$15.84
14	\$15.48	\$15.63	\$15.94
15	\$15.59	\$15.75	\$16.07
16	\$15.69	\$15.85	\$16.17
17	\$15.80	\$15.96	\$16.28
18	\$15.90	\$16.06	\$16.38
25	\$16.01	\$16.17	\$16.49
<b>Hours/Day</b>	<b>5</b>	<b>5</b>	<b>5</b>
<b>Days</b>	<b>189</b>	<b>189</b>	<b>189</b>

**COOK  
HOURLY RATE SCHEDULE**

Step	2019-2020	2020-2021	2021-2022
0	\$11.00	\$11.11	\$11.33
1	\$11.28	\$11.39	\$11.62
2	\$11.56	\$11.67	\$11.90
3	\$12.11	\$12.24	\$12.48
4	\$12.30	\$12.42	\$12.67
5	\$12.49	\$12.61	\$12.86
6	\$12.68	\$12.80	\$13.06
7	\$13.05	\$13.18	\$13.44
8	\$13.42	\$13.55	\$13.82
9	\$13.79	\$13.93	\$14.21
10	\$13.88	\$14.02	\$14.30
11	\$13.97	\$14.11	\$14.39
12	\$14.06	\$14.20	\$14.48
13	\$14.16	\$14.30	\$14.59
14	\$14.25	\$14.40	\$14.69
15	\$14.35	\$14.49	\$14.78
16	\$14.53	\$14.67	\$14.96
17	\$14.71	\$14.86	\$15.16
18	\$14.90	\$15.05	\$15.35
25	\$15.09	\$15.24	\$15.54
<b>Hours/Day</b>	<b>8</b>	<b>8</b>	<b>8</b>
<b>Days</b>	<b>193</b>	<b>193</b>	<b>193</b>

**CUSTODIAN 200 DAY  
HOURLY RATE SCHEDULE**

<b>Step</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
<b>0</b>	\$12.25	\$13.41	\$14.56
<b>1</b>	\$12.59	\$13.83	\$15.06
<b>2</b>	\$12.92	\$14.23	\$15.53
<b>3</b>	\$13.41	\$14.72	\$16.03
<b>4</b>	\$13.60	\$14.89	\$16.19
<b>5</b>	\$13.78	\$15.07	\$16.35
<b>6</b>	\$13.95	\$15.23	\$16.50
<b>7</b>	\$14.24	\$15.46	\$16.67
<b>8</b>	\$14.53	\$15.68	\$16.84
<b>9</b>	\$14.83	\$15.92	\$17.01
<b>10</b>	\$14.92	\$16.00	\$17.09
<b>11</b>	\$15.02	\$16.09	\$17.16
<b>12</b>	\$15.12	\$16.18	\$17.24
<b>13</b>	\$15.21	\$16.26	\$17.32
<b>14</b>	\$15.31	\$16.35	\$17.40
<b>15</b>	\$15.41	\$16.44	\$17.48
<b>16</b>	\$15.58	\$16.58	\$17.63
<b>17</b>	\$15.79	\$16.79	\$17.80
<b>18</b>	\$15.99	\$16.98	\$17.96
<b>25</b>	\$16.18	\$17.16	\$18.13
<b>Hours/Day</b>	<b>8</b>	<b>8</b>	<b>8</b>
<b>Days</b>	<b>200</b>	<b>200</b>	<b>200</b>

**CUSTODIAN 260 DAY  
HOURLY RATE SCHEDULE**

<b>Step</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
<b>0</b>	\$14.28	\$14.42	\$14.56
<b>1</b>	\$14.76	\$14.91	\$15.06
<b>2</b>	\$15.23	\$15.38	\$15.53
<b>3</b>	\$15.71	\$15.87	\$16.03
<b>4</b>	\$15.87	\$16.03	\$16.19
<b>5</b>	\$16.03	\$16.19	\$16.35
<b>6</b>	\$16.18	\$16.34	\$16.50
<b>7</b>	\$16.34	\$16.50	\$16.67
<b>8</b>	\$16.50	\$16.67	\$16.84
<b>9</b>	\$16.67	\$16.84	\$17.01
<b>10</b>	\$16.75	\$16.92	\$17.09
<b>11</b>	\$16.82	\$16.99	\$17.16
<b>12</b>	\$16.90	\$17.07	\$17.24
<b>13</b>	\$16.98	\$17.15	\$17.32
<b>14</b>	\$17.06	\$17.23	\$17.40
<b>15</b>	\$17.14	\$17.31	\$17.48
<b>16</b>	\$17.29	\$17.46	\$17.63
<b>17</b>	\$17.45	\$17.62	\$17.80
<b>18</b>	\$17.60	\$17.78	\$17.96
<b>25</b>	\$17.77	\$17.95	\$18.13
<b>Hours/Day</b>	<b>8</b>	<b>8</b>	<b>8</b>
<b>Days</b>	<b>260</b>	<b>260</b>	<b>260</b>

**MECHANIC  
HOURLY RATE SCHEDULE**

<b>Step</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
<b>0</b>	\$14.28	\$14.42	\$14.56
<b>1</b>	\$14.55	\$14.70	\$14.85
<b>2</b>	\$14.83	\$14.98	\$15.13
<b>3</b>	\$15.11	\$15.26	\$15.42
<b>4</b>	\$15.39	\$15.54	\$15.70
<b>5</b>	\$15.67	\$15.83	\$15.98
<b>6</b>	\$15.95	\$16.11	\$16.27
<b>7</b>	\$16.23	\$16.39	\$16.55
<b>8</b>	\$16.50	\$16.67	\$16.84
<b>9</b>	\$16.78	\$16.95	\$17.12
<b>10</b>	\$17.06	\$17.23	\$17.40
<b>11</b>	\$17.34	\$17.51	\$17.69
<b>12</b>	\$17.62	\$17.79	\$17.97
<b>13</b>	\$17.62	\$17.79	\$17.97
<b>14</b>	\$17.62	\$17.79	\$17.97
<b>15</b>	\$17.62	\$17.79	\$17.97
<b>16</b>	\$17.62	\$17.79	\$17.97
<b>17</b>	\$17.62	\$17.79	\$17.97
<b>18</b>	\$17.62	\$17.79	\$17.97
<b>25</b>	\$17.90	\$18.07	\$18.26
<b>Hours/Day</b>	<b>8</b>	<b>8</b>	<b>8</b>
<b>Days</b>	<b>260</b>	<b>260</b>	<b>260</b>

**PARAPROFESSIONAL  
HOURLY RATE SCHEDULE**

<b>Step</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
<b>0</b>	\$11.00	\$11.11	\$11.33
<b>1</b>	\$11.28	\$11.39	\$11.62
<b>2</b>	\$11.56	\$11.67	\$11.90
<b>3</b>	\$12.11	\$12.24	\$12.48
<b>4</b>	\$12.30	\$12.42	\$12.67
<b>5</b>	\$12.49	\$12.61	\$12.86
<b>6</b>	\$12.68	\$12.80	\$13.06
<b>7</b>	\$13.05	\$13.18	\$13.44
<b>8</b>	\$13.42	\$13.55	\$13.82
<b>9</b>	\$13.79	\$13.93	\$14.21
<b>10</b>	\$13.88	\$14.02	\$14.30
<b>11</b>	\$13.97	\$14.11	\$14.39
<b>12</b>	\$14.06	\$14.20	\$14.48
<b>13</b>	\$14.16	\$14.30	\$14.59
<b>14</b>	\$14.25	\$14.40	\$14.69
<b>15</b>	\$14.35	\$14.49	\$14.78
<b>16</b>	\$14.53	\$14.67	\$14.96
<b>17</b>	\$14.71	\$14.86	\$15.16
<b>18</b>	\$14.90	\$15.05	\$15.35
<b>25</b>	\$15.09	\$15.24	\$15.24
<b>Hours/Day</b>	<b>7</b>	<b>7</b>	<b>7</b>
<b>Days</b>	<b>190</b>	<b>190</b>	<b>190</b>

**PARAPROFESSIONAL +  
HOURLY RATE SCHEDULE**

<b>Step</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
<b>0</b>	\$11.30	\$11.41	\$11.64
<b>1</b>	\$11.59	\$11.71	\$11.94
<b>2</b>	\$11.89	\$12.01	\$12.25
<b>3</b>	\$12.19	\$12.31	\$12.56
<b>4</b>	\$12.49	\$12.61	\$12.86
<b>5</b>	\$12.78	\$12.91	\$13.17
<b>6</b>	\$13.08	\$13.21	\$13.47
<b>7</b>	\$13.38	\$13.51	\$13.78
<b>8</b>	\$13.67	\$13.81	\$14.09
<b>9</b>	\$13.97	\$14.11	\$14.39
<b>10</b>	\$14.27	\$14.41	\$14.70
<b>11</b>	\$14.56	\$14.71	\$15.00
<b>12</b>	\$14.86	\$15.01	\$15.31
<b>13</b>	\$15.16	\$15.31	\$15.62
<b>14</b>	\$15.46	\$15.61	\$15.92
<b>15</b>	\$15.75	\$15.91	\$16.23
<b>16</b>	\$16.05	\$16.21	\$16.53
<b>17</b>	\$16.35	\$16.51	\$16.84
<b>18</b>	\$16.64	\$16.81	\$17.15
<b>25</b>	\$16.94	\$17.11	\$17.45
<b>Hours/Day</b>	7	7	7
<b>Days</b>	190	190	190

**SECRETARY 200 DAY  
HOURLY RATE SCHEDULE**

<b>Step</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
<b>0</b>	\$12.50	\$13.34	\$14.17
<b>1</b>	\$12.75	\$13.60	\$14.45
<b>2</b>	\$13.00	\$13.87	\$14.74
<b>3</b>	\$13.25	\$14.14	\$15.02
<b>4</b>	\$13.50	\$14.40	\$15.30
<b>5</b>	\$13.75	\$14.67	\$15.59
<b>6</b>	\$14.00	\$14.94	\$15.87
<b>7</b>	\$14.25	\$15.20	\$16.15
<b>8</b>	\$14.50	\$15.47	\$16.44
<b>9</b>	\$14.75	\$15.74	\$16.72
<b>10</b>	\$15.01	\$16.00	\$17.00
<b>11</b>	\$15.26	\$16.27	\$17.29
<b>12</b>	\$15.50	\$16.54	\$17.57
<b>13</b>	\$15.75	\$16.80	\$17.85
<b>14</b>	\$16.01	\$17.07	\$18.14
<b>15</b>	\$16.26	\$17.34	\$18.42
<b>16</b>	\$16.51	\$17.60	\$18.70
<b>17</b>	\$16.76	\$17.87	\$18.99
<b>18</b>	\$17.01	\$18.14	\$19.27
<b>25</b>	\$17.26	\$18.40	\$19.55
<b>Hours/Day</b>	7.5	7.5	7.5
<b>Days</b>	200	200	200

**SECRETARY 240 DAY  
HOURLY RATE SCHEDULE**

Step	2019-2020	2020-2021	2021-2022
0	\$13.82	\$14.00	\$14.17
1	\$14.10	\$14.28	\$14.45
2	\$14.37	\$14.56	\$14.74
3	\$14.65	\$14.84	\$15.02
4	\$14.93	\$15.12	\$15.30
5	\$15.20	\$15.40	\$15.59
6	\$15.48	\$15.68	\$15.87
7	\$15.76	\$15.95	\$16.15
8	\$16.03	\$16.23	\$16.44
9	\$16.31	\$16.51	\$16.72
10	\$16.59	\$16.79	\$17.00
11	\$16.86	\$17.07	\$17.29
12	\$17.14	\$17.35	\$17.57
13	\$17.41	\$17.63	\$17.85
14	\$17.69	\$17.91	\$18.14
15	\$17.97	\$18.19	\$18.42
16	\$18.24	\$18.47	\$18.70
17	\$18.52	\$18.75	\$18.99
18	\$18.80	\$19.03	\$19.27
25	\$19.07	\$19.31	\$19.55
<b>Hours/Day</b>	<b>7.5</b>	<b>7.5</b>	<b>7.5</b>
<b>Days</b>	<b>240</b>	<b>240</b>	<b>240</b>

**SECRETARY 260 DAY  
HOURLY RATE SCHEDULE**

Step	2019-2020	2020-2021	2021-2022
0	\$13.21	\$13.69	\$14.17
1	\$13.48	\$13.97	\$14.45
2	\$13.74	\$14.24	\$14.74
3	\$14.01	\$14.51	\$15.02
4	\$14.27	\$14.79	\$15.30
5	\$14.54	\$15.06	\$15.59
6	\$14.80	\$15.34	\$15.87
7	\$15.06	\$15.61	\$16.15
8	\$15.33	\$15.88	\$16.44
9	\$15.59	\$16.16	\$16.72
10	\$15.86	\$16.43	\$17.00
11	\$16.12	\$16.70	\$17.29
12	\$16.39	\$16.98	\$17.57
13	\$16.65	\$17.25	\$17.85
14	\$16.91	\$17.53	\$18.14
15	\$17.18	\$17.80	\$18.42
16	\$17.44	\$18.07	\$18.70
17	\$17.71	\$18.35	\$18.99
18	\$17.97	\$18.62	\$19.27
25	\$18.24	\$18.90	\$19.55
<b>Hours/Day</b>	<b>8</b>	<b>8</b>	<b>8</b>
<b>Days</b>	<b>260</b>	<b>260</b>	<b>260</b>

**APPENDIX B: LONGEVITY BONUS PAY**

A bonus amount to be paid upon completion of the following years of service shall be paid as follows:

26th year	\$600.00
27th year	\$600.00
28th year	\$900.00
29th year	\$900.00
30th year	\$900.00

The longevity bonus pay shall be issued in the first paycheck following the last day of school.



## APPENDIX C: NETWORK PRIVACY AND ACCEPTABLE USE POLICY FOR STAFF MEMBERS

It is the intention of the Ironton City School District Board of Education to protect the privacy of staff members who use the school computers, computer network, and electronic messaging systems to the maximum extent possible given the operational and security needs of the District. The purpose of this policy is to identify the limitations on this privacy and the general restrictions applying to the use of computers and electronic messaging systems of the District.

### **Acceptable and Unacceptable Uses**

The computers, computer network and messaging systems of the School District are intended for educational uses and work-related communications. Incidental use of the e-mail and voice mail systems by staff members for personal communications is permitted as long as such communications are limited in number, are initiated during non-work periods, and do not interfere with the primary intended uses of the system.

The following are uses that are unacceptable under any circumstances:

- the transmission of any language or images which are of a graphic sexual nature
- the transmission of jokes, pictures, or other materials which are obscene, lewd, vulgar, or disparaging of persons based on their race, color, sex, age, religion, national origin, or sexual orientation
- the transmission of messages or any other content which would be perceived by a reasonable person to be harassing or threatening
- uses that constitute defamation (libel or slander)
- uses that violate copyright laws
- uses that attempt to gain unauthorized access to another computer system or to impair the operation of another computer system (for example, the transmission of a computer virus or an excessively large e-mail attachment)
- any commercial or profit-making activities
- any fundraising activities, unless specifically authorized by an administrator

### **Security and Integrity**

Staff members shall not take any action that would compromise the security of any computer, network or messaging system. This would include the unauthorized release or sharing of passwords and the intentional disabling of any security features of the system.

Staff members shall not take any actions that may adversely affect the integrity, functionality, or reliability of any computer (for example, the installation of hardware or software not authorized by the System Administrator).

Staff members shall report to the System Administrator or a School District administrator any actions by students which would violate the security or integrity of any computer, network or messaging system whenever such actions become known to them in the normal course of their work duties. This shall not be construed as creating any liability for staff members for the computer-related misconduct of students.

### **Right of Access**

Although the Board of Education respects the natural desire of all persons for privacy in their personal communications, and will attempt to preserve this privacy whenever possible, the operational and security needs of the District's computer network and messaging systems require that full access be available at all times. The School District therefore reserves the right to access and inspect any computer, device, or electronic media within its systems and any data, information, or messages that may be contained therein. All such data, information, and messages are the property of the School District and staff members should have no expectation that any messages sent or received on the School District's systems will always remain private.

### **Association Business**

The email system shall not be used to organize or promote a strike or any form of work stoppage. Violation of this provision shall result in disciplinary action.

Legal Ref.: ORC [3313.20](#), [3313.47](#)  
*Children's Internet Protection Act of 2000*, 47 USC § 254 (h), (l)

Ratified on November 18, 2019 by the Ironton Support Staff Association and approved on November 18, 2019 by the Board of Education.

Signed this 18<sup>th</sup> day of November 2019


FOR THE IRONTON SUPPORT STAFF  
ASSOCIATION, OEA/NEA:

  
Betty Smith, President


  
Walter Troxler, Vice-President

  
Member

FOR THE IRONTON CITY SCHOOLS  
BOARD OF EDUCATION:

  
Tim Johnson, President

  
Robert Pleasant, Vice-President

  
Ryan Guthrie, Member