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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT
BETWEEN THE
GIRARD BOARD OF EDUCATION
AND
THE OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES
AFSCME/AFL-CIO/LOCAL #425
July 1, 2012 to June 30, 2015

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PREAMBLE

This Agreement is hereby entered by and between the Girard City Schools District Board of Education, hereinafter referred to as the "Employer" and the Ohio Association of Public School Employees/AFSCME/AFL-CIO, including Local 425, hereinafter referred to as the "Union."

ARTICLE I

RECOGNITION AND BARGAINING UNIT

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment as provided by the State Employment Relations Act, for all employees now employed or to be employed in the following job classifications:

- Series 1 Instructional Educational Assistants, One-on-One Educational Assistants, and Clerical Assistants
- Series 2 Bus Drivers/Bus Mechanic Helper
- Series 3 Cafeteria Personnel includes Van Driver/Custodian
- Series 4 Custodial/Maintenance Personnel includes Maintenance/Groundskeeper – Groundskeeper/Custodian Painter/Plumber/Skilled Maintenance
- Series 5 Secretarial Personnel

All titles listed in salary schedules of included positions shall not be changed during the term of the agreement.

Excluding there from:

- | | |
|----------------------------------|---------------------------------|
| Director of Food Service | Secretary to the Superintendent |
| Director of Building and Grounds | Assistants to the Treasurer |
| Cafeteria Manager | Seasonal Employees |
| Director of Transportation | Substitute Employees |

All other employees of the Employer as provided by law.

1.2 Recognition shall remain in effect as provided by law.

ARTICLE II

DEFINITIONS

- 2.1 **“Employer”** – shall mean the Board of Education of the Girard City School District, the district itself, its superintendent, principals, administrators, managers, supervisors and agents, collectively or singularly, as the context requires.
- 2.2 **“Union”** – shall mean the Ohio Association of Public School Employees, including its Local 425, its officers, representatives, members and agents, singularly or collectively, as the context requires.
- 2.3 **“Employee”** – shall mean a board employee who is a member of the unit described in Article 1 hereof. Some times such employee or employees are referred to herein as "classified employees" to differentiate them from other Board employees.
- 2.4 **“Immediate Supervisor”** – All employees shall be notified at the beginning of each school year as to their immediate supervisor. The employees shall be notified during the school year should there be a change in their immediate supervisor. Immediate Supervisor shall be an administrator only, or his/her designee in the administrator’s absence. The supervisor is one who may direct the work force and address day to day problems.
- 2.5 **“Classification Series”** – There shall be established, five classification series as follows:
- | | |
|----------|---|
| Series 1 | Instructional Educational Assistants, One-on-One Educational Assistants, and Clerical Assistants |
| Series 2 | Bus Drivers/Bus Mechanic Helper |
| Series 3 | Cafeteria Personnel includes Van Driver/Custodian |
| Series 4 | Custodial/Maintenance Personnel including Maintenance/Groundskeeper-Groundskeeper/Custodian Painter/Plumber/Skilled Labor/Maintenance |
| Series 5 | Secretarial Personnel |
- 2.6 **“Classification”** – shall mean a specific job or position within a classification series as indicated on the salary schedules.
- 2.7 **“Day or Days”** – shall mean individual day or days, not necessarily consecutive.
- 2.8 **“Calendar Days”** – shall mean consecutive days by reference to the calendar.
- 2.9 **“Work Week”** – shall mean five consecutive days beginning Monday and ending Friday.
- 2.10 **“Work Day”** – shall mean a day or days an employee is actually scheduled to work
- 2.11 **“Days Actually Worked”** – shall mean days an employee actually works excluding holidays, vacations days and all leave days.

ARTICLE III

RIGHTS OF THE PARTIES

3.1 Board Rights

Except as expressly limited by this contract, nothing herein impairs the right and responsibility of the Board to:

- A. Determine matters of the inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Board as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Board as a governmental unit in addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of the Agreement are, and shall remain, exclusively those of the Employer.

3.2 Rights of the Association Following are those rights which may be exercised by the Association.

- A. Use of School Mail. The use of school mail shall be restricted to official union business only. Additionally, all items distributed through school mail must have prior approval for distribution from both the Union President and the Superintendent.
- B. Bulletin Boards. A Building Principal or appropriate Administrator shall designate at least one bulletin board or portion thereof in each building for the general use of the Association. The bulletin boards shall, where possible, be located in areas readily accessible to and normally frequented by the employees. The use of school bulletin boards shall be restricted to official union business only. Additionally, all items displayed on the school bulletin board must have prior approval for distribution from both the Union President and the Superintendent.

- C. Notice of Board Meetings. Notices prepared for Board Members and newspapers for regular board meetings shall be sent through the school mail to the President of the Association at the same time they are sent to the newspapers. Agendas shall be given to the President of the Association through the school mail the same time they are sent out to the Board Members. The President shall be notified of all special board meetings through the school mail or in emergency by phone.
- D. Copies of Board Minutes. The Board agrees to provide the Association with copies of the Board minutes following each Board meeting at cost (not more than 10 cents per copy).
- E. Board Policy Books. The Board shall provide two copies of the Board Policy Book to the Association. The Board shall also provide all changes to the Policy Books in order that they may be kept current.
- F. Attendance at Association Meetings. Employees shall be granted time off to attend union meetings once per month should such meeting fall within the employee's regular work shift.
- G. Leave for Association Duties.
1. The Board shall grant unpaid leave to one employee who is a STATE OAPSE OFFICER. Such leave shall be granted for the time needed provided the Board has one week advance notice; in an emergency, notice may be given within forty-eight hours of the meeting.
 - a. The Board may hire a substitute employee to work in place of the State OAPSE officer exercising the leave provided herein.
 - b. OAPSE agrees to reimburse the school district for all salary and benefits of the State OAPSE officer exercising the leave provided herein.
 - c. The substitute shall not acquire permanent contract status unless awarded full-time position pursuant to Article 8, Section 8.8, and upon completion of the probation period set forth in Article 6, Section 6.1, of this Agreement.
 - d. OAPSE agrees to contribute to the hourly wage of the substitute employee for all hours the substitute works as a custodian at Girard High School during the school year, excluding any overtime, at the amount equal to the applicable federal minimum wage in effect at the time worked per hour.
 2. The Board shall grant unpaid leave to one employee who is a DISTRICT OAPSE OFFICER based upon the following conditions:
 - the employee's supervisor notifies the employee of duties to be completed prior to the beginning of the leave;
 - the supervisor provides at least five work day's notice of assignments;
 - the employee completes the work to the satisfaction of the supervisor;
 - OAPSE provides at least seven (7) days advance notice to the Superintendent.

- H. Worksite Visitation. The Association President, Grievance Representatives or Union Representatives shall be permitted to appear on work sites during working hours as union representatives for the purpose of determining whether there is compliance with the contract, or to investigate and/or resolve grievances provided that they shall not unduly disrupt or interfere with work performance, provided the immediate supervisor is notified and approves; and such approval shall not be unreasonably denied.
- I. OAPSE Conference. A maximum of four (4) authorized delegates shall be permitted to attend the annual three day Union Conference for a maximum of three (3) working days each without loss of pay. No other costs shall be attributable to the Employer. The Employer shall be notified ten days in advance of the Conference as to which employees are attending.
- J. District Meeting. Bargaining unit members shall be permitted to attend without loss of pay the ANNUAL OAPSE NORTHEAST DISTRICT MEETING when held on NEOEA DAY. If NEOEA day occurs when students are in session, only officers shall be permitted to attend.
- K. Professional Leave of Absence. Employees shall be permitted to attend professional meetings upon approval of the Superintendent or the Board without loss of pay.
- L. Labor-Management Committee. In an effort to solve problems before they become formal grievances, the Board agrees to establish a labor-management committee consisting of representatives of both OAPSE and the Board. Its main function shall be to confer on all matters of mutual concern; to keep both parties to this contract informed of changes and developments caused by conditions other than covered by this contract and to confer over potential problems in an effort to keep such matters from becoming major in scope. The OAPSE representatives shall be no more than four in number. Formal notes shall be taken for informational purposes and distributed to the members of the Committee. The Committee shall meet as often as necessary.
- M. Safety Committee. The Board shall be required to provide a safe and health work site.
1. The Board shall recognize the President of the Association as Safety Representative. The President shall meet with the Board Representative regarding unsafe working conditions, equipment, etc., which may exist and to make recommendations for correction of such conditions. The Board further agrees to provide mandatory training when necessary on all equipment provided such training is without cost to the Board.
 2. All employees shall report promptly unsafe conditions to their supervisors. If the supervisor does not abate the problem, the Superintendent and the President of the Association shall attempt to abate the problem or will report to the employee or his representative in fifteen working days or less reasons why the problem cannot be abated in the expeditious manner.
 3. All employees shall adhere to the District's Workman's Compensation Program as outlined in Exhibit II.

3.3 Individual Rights:

A. Personnel Files.

Personnel files shall be filed in the confidential files at the Administration building. Each employee shall have the right to review the contents of his/her own personnel file. A representative of the Association may, at the employee's request, accompany the employee in such review. The review will be made in the presence of the Superintendent.

1. Any employee can request to see and will be permitted to examine his personnel file, so long as the employee does not remove any article from the file. An employee may receive copies of any information in the personnel file except as limited herein.
2. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall in the presence of the employee's authorized representative remove such credentials and confidential reports from the file prior to a review of the file by the employee.
3. Any employee receiving a written reprimand, or notice that may be put in his file and that may be used in any disciplinary action procedures, and is of a disciplinary nature, shall be given a copy of said written notice or reprimand indicating that this records will be held in his/her file.
4. Communications including evaluations, recommendations and derogatory materials which are included in the personnel file, shall be called to the employee's attention at the time of inclusion.
5. Employees shall have the opportunity to read any material which may be derogatory to the employee's conduct, service, character or personality except as included above (i.e., confidential credentials and related personal references.) The employee shall acknowledge that he had read the material by affixing his signature and the date to the file copy. His/her signature shall not indicate agreement with the content of his materials but only indicate that the material has been inspected by the employee. He/she shall have the opportunity to reply to such derogatory material in a written statement attached to the file copy.
6. Anonymous letters and materials shall not be placed in an employee's file nor shall they be a matter of record. Any materials placed in the employee's file shall carry the date of enclosure and initials of the Superintendent.
7. There shall be nothing in an employee's personnel file indicating that he/she has filed a grievance, except while the grievance is pending and unresolved.
8. Letters of reprimand, suspension, disciplinary actions and derogatory material shall not be used against an employee for disciplinary actions following a thirty month period of time provided there has been no further occurrences requiring discipline within the thirty month period.
9. Scheduled leave forms shall be kept on file in the Treasurer's office.

B. Disciplinary Procedures.

1. Any disciplinary action affecting an employee who has successfully completed his initial hiring probationary period, should be administered with the intention of improving the employee's performance. In furtherance of that end, the Board agrees that, whenever possible, a disciplinary problem shall be resolved between the employee and his/her immediate supervisor.
2. All disciplinary actions, reviews, verbal and/or oral reprimands affecting bargaining unit members shall be administered in private. The Union President shall receive copies of letters sent to bargaining unit members regarding disciplinary action. The employee shall acknowledge that he had read the material by affixing his signature and the date to the file copy.
3. Employees who have successfully completed their initial hiring probationary period shall be suspended, disciplined or terminated from employment for just cause only. In the event that an employee is to be disciplined, the Board shall provide the employee with written notice of the reason(s) for the intended action, together with the date(s) for the implementation of the disciplinary action. The employee may, upon receiving a disciplinary notice, challenge the proposed action through the grievance procedure. Any violation of the Drug and Alcohol policy shall not follow the progressive disciplinary procedures of this article.
4. An Association representative shall be permitted to attend any disciplinary interview, meeting or hearing contemplated by this Article.

3.4 Drug and Alcohol Testing.

The parties agree to abide by all provisions of the Omnibus Transportation Employees Testing Act of 1991. The parties agree that violations of this Act shall be grounds for disciplinary actions up to and including termination. The parties further agree:

- Employees will be paid for all time spent in the testing process.
- Employees who first test positive, then have their conforming test results as negative, shall be paid for all lost time without deduction from any other leave.
- All employees shall be required to complete alcohol/other drug testing for reasonable suspicion.

ARTICLE IV

NEGOTIATION PROCEDURE

- 4.1 **Organization Structure.** Each negotiating team shall consist of up to six representatives.
- 4.2 **Subject of Negotiations.** The subjects for negotiations shall be wages, hours, benefit provisions, and terms and conditions of employment.
- 4.3 **Negotiation Schedule.** A written request to open negotiations shall be served on either party not less than sixty (60) calendar days prior to the expiration date of this contract. Within ten (10) working days of the receipt of the request, both parties shall establish a mutually agreeable site, date and time for the first meeting.
- 4.4 **Meetings.**
- A. Negotiation meetings shall be held in executive session at a mutually agreed upon location.
 - B. Once the meeting date, time and place has been established, the Association shall present its proposals at the first meeting. The Board shall provide its written proposals no later than the second meeting. Either party may present further written proposals for discussion upon mutual consent of the parties. Subsequent meetings will be used to negotiate the proposals until tentative agreement is reached.
 - C. The date, time and place of the next meeting shall be established before the conclusion of each meeting. Meetings shall be scheduled to interfere least with school schedules. When it is mutually agreed that meetings take place during the work day, the negotiating team members who are school employees shall be given released time without loss of pay.
 - D. Either group may recess for a conference during the meeting.
- 4.5 **Exchange of Information.**
- A. The Board shall provide the Association, upon reasonable request, all available and accurate information concerning the financial resources of the district and such other reports as necessary. The Association shall incur no expense. Information provided shall be accurate, up to date and provided in a manner that will not mislead the Association.
 - B. The Association shall provide the Board, upon reasonable request, all information pertinent to the issues under negotiations. The Board shall incur no expense.
- 4.6 **Reporting.** The Association and the Board retain the right to issue general reports to their respective membership on the progress of negotiations.
- 4.7 **Item Agreement.** As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed to mean that item or issue is tentatively agreed upon by both parties subject to finalization by ratification by the membership of the Association and adoption by the Board.

4.8 **Agreement.** When a contract is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the contract to determine the accuracy of the transcript. If the contract is then in proper form, it shall be submitted to the Association for ratification and adoption. Within five working days of ratification by the Association, the contract shall be submitted to the Board for approval and shall become part of the official Board minutes and binding on both parties. Said contract shall be signed by the appropriate negotiators of both parties. Within thirty (30) calendar days of adoption of the contract, the Board shall print the contract and provide sufficient copies for each bargaining unit member to the Association for distribution. Expenses shall be shared equally. Any contract reached and accepted by the Association and the Board shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual terms of employment heretofore in effect. All future employees shall be employed expressly subject to terms of such an agreement. No provisions of the resulting agreement shall discriminate against any classified employee regardless of membership or non-membership in the Association. When applicable, provisions of the contract shall be reflected in the individual salary notices, written Board policies, or administrative rules and regulations.

4.9 **Disagreement.**

- A. The notice to negotiate shall be served on the other part not less than sixty (60) days prior to the expiration of the Agreement, the parties shall meet and attempt to reach agreement as expeditiously as practical. In the event the contract is not reached through negotiations, either party shall have the right to declare impasse. In any event, an impasse shall be declared upon the expiration of the above sixty (60) day negotiation period.
- B. If an impasse is declared by either party or upon expiration of the sixty (60) day negotiating period, it is with the understanding that the impasse procedure is declared on all issues where agreement has not been reached by both parties. In case such, the parties shall jointly prepare a request for a mediator from the Federal Mediation and Conciliation Service.
- C. The Mediator shall assist the parties in attempting to reach an agreement for, and not to exceed a forty-five (45) day period, if there is no agreement, the Employer shall have the option of continuing mediation or making a final offer to the Union. If the Employer elects to mediate for a longer period it shall have the right to present a final offer to the Union at any time.
- D. Upon the Employer presenting its final offer to the Union, the Union shall present such offer to its general membership within seven (7) days with or without a committee recommendation as to whether the offer should be ratified.
- E. In the event the offer is not ratified, the Union may exercise its right to strike pursuant to O.R.C. 4117 14 (D) (2).
- F. Both parties may mutually agree to extend any or all the time limits provided herein writing.

ARTICLE V

GRIEVANCE PROCEDURE

- 5.1 **Purpose.** The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 5.2 **Definitions.**
- A. A grievance is a complaint alleging the violation, misinterpretation, or misapplication of this Agreement, or unreasonable changes in job descriptions.
 - B. A "grievant" shall be defined as a classified employee, group of classified employees or the Association, alleging a grievance has occurred.
 - C. A "party in interest" is the person, persons or the Association making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
 - D. The number of working days indicated at each level shall be considered as maximum unless extended by mutual agreement.
- 5.3 **Direct Appeal to Level Three.** In the event an issue does not pertain to the immediate supervisor, the grievant shall proceed to Level Three of the Grievance Procedure.
- 5.4 **Grievant's Representative.** The grievant may be represented at all steps of the grievance procedure by: either OAPSE legal counsel, OAPSE Representative, or a unit member.
- 5.5 **Waiver of Procedure.** If the grievance procedure is not initiated in thirty (30) working days after the grievant knows or reasonably should have known of the event or condition upon which it is based, the grievance shall be considered waived. Any grievance not answered within the time limits shall automatically proceed to the next level of the grievance procedure.
- 5.6 **Non-Discrimination.** An employee shall have the right to process a grievance or an objection to a working condition and be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal.
- 5.7 **Procedure.**
- A. **Level One – Informal** Any employee who has a grievance shall first discuss it with his/her appropriate supervisor/administrator.
 - B. **Level Two – Formal**
 - 1. If the informal discussion does not resolve the issue, such employee shall have the right to lodge a written grievance with his/her appropriate supervisor/administrator. If the grievance is not lodged within ten (10) working days following the discussion at Level One, the grievance shall be waived. A copy of the grievance shall be filed with the Superintendent and Association President.

2. The employee shall have the right to request a meeting with the appropriate supervisor/administrator. Such meeting will be conducted within ten (10) working days after receipt of such request. The grievant shall be advised in writing of the time, place and date of the meeting at least two (2) working days in advance. The appropriate supervisor/administrator shall take action on the written grievance within five (5) working days of the receipt of the grievance or, if a meeting is requested, within five (5) working days of the conclusion of the meeting. The action taken and the reasons for the action shall be reduced to writing and copies shall be sent to the employee, the Superintendent, the Treasurer of the Board of Education, and the President of the Association.

C. **Level Three - Formal**

1. If the action taken by the appropriate supervisor/administrator does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing, to the Superintendent. The grievant may request a meeting, and if he/she does, it shall be conducted by the Superintendent within ten (10) working days after the receipt of the request. The grievant shall be advised in writing of the time, place and date of meeting at least two (2) working days in advance.
2. The Superintendent shall take action on the grievance and prepare a written report of such action within five (5) working days after receipt of the grievance, or, if a meeting is held, within five (5) working days of the conclusion of the meeting. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Treasurer, the appropriate supervisor/administrator, and the President of the Association.

D. **Level Four - Formal**

1. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing, to the Board of Education by writing to the Treasurer. The grievant may request a meeting five (5) days prior to the next regular scheduled Board meeting. The grievant has the right to bring representation to the meeting. The board shall meet with the grievant and prepare a written report of such action ten (10) working days of the conclusion of the meeting.
2. If the action taken by the Board does not resolve the grievance to the satisfaction of the grievant, the grievant may request the Association Grievance committee to submit the issue to arbitration. This request must be sent to the Superintendent by the Association Grievance Committee, within fifteen (15) working days following the receipt of the decision of the Superintendent. The arbitrator shall be chosen from not more than two (2) lists of seven (7) names furnished by the Federal Mediation and Conciliation Service. All other procedures relative to the hearing with the arbitrator shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

3. The arbitrator shall conduct necessary hearing(s) and issue the decision within the time limit, as agreed to by the Association, the Board, and the arbitrator. A copy of the decision shall be sent to the grievant, the Association President, the Treasurer, and the Superintendent.
4. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement, nor add to, detract from or modify the language therein, in arriving at a decision in regard to the grievance. The arbitrator shall be confined to those issues which have been presented and shall have no authority to consider other issues which have not been presented for arbitration.
5. The decision of the arbitrator shall be in accordance with law and be binding on both the Board and the Association.
6. The costs of the arbitrator shall be paid by the losing party.

5.8 Other Procedural Matters

- A. The written grievance shall be on a standard form provided by the Board and contain a concise statement of facts on which the grievance is based and the relief sought. The Grievance Committee and the Superintendent shall meet and design appropriate grievance forms for each level of the grievance procedure.
- B. Copies of the documents, communications, and records pertaining to a grievance which has been lodged shall be placed only in the confidential files of the Treasurer of the Board and the President of the Association and shall not become a part of the employee's personnel file other than action taken as a result of the decision and award of the arbitrator. The Treasurer will make this information available only to the Board.
- C. No grievant may be represented by an employee organization other than the Ohio Association of Public School Employees, Local 425, in any grievance procedure initiated pursuant to this procedure.
- D. A classified employee who, on behalf of the Association, is engaged in any grievance meeting with a representative of the Board during work days, shall be released from regular duties without loss of salary.
- E. The parties who are directly involved in the investigation of a grievance shall cooperate with each other, and furnish such information as requested by the other party in order to facilitate the processing of the grievance.
- F. Copies of all written decisions resulting from grievances shall be sent to all parties involved, the Association President, the grievant, the Treasurer, the Superintendent, and the appropriate administrator.

ARTICLE VI

SENIORITY

6.1 SENIORITY

A. Probationary Period

1. The probationary period for all newly hired employees or employees transferring from one classification to another shall not exceed ninety (90) work days unless otherwise stated. The promotional probationary period shall not exceed sixty (60) work days. Newly hired employees shall have no seniority during the probationary period. However, upon the completion of the probationary period, seniority shall start from the date of hire. Promotional probation shall only apply where there is a change in a classification or promotion within a classification (e.g. assistant cook to cook, assistant custodian to building custodian).It shall not occur in the case of additional hours within a classification or transfer to the same position in another building. Employees who desire to return to their former position shall do so before the promotion probation period is complete.
2. The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees and any such action shall not be appeal able though any Grievance or Arbitration Procedures herein contained, or any Civil Service Commission. The Employer shall have the sole discretion to discipline or to reduce probationary employees to their previous position for just cause only.
3. An Educational Assistant upon completion of his/her probationary period shall be considered a tenured employee.

B. Seniority Defined

Seniority shall be defined as an employee's length of continuous service with the Board as determined by date of hire as a regular employee. Transfers or promotion dates shall not be construed to be "most recent" date of hire. The employee hired after the effective date of this agreement who have identical seniority dates shall participate in a coin toss in the presence of the Superintendent and the OAPSE President or designee. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser. Seniority shall be acquired only on the employee's prime job when they are employed in more than one regular position and may not be used for advancement in their second job.

C. Accrual - Leave of Absence

Employees shall accrue seniority while on sick leave, leave of absence, and all other approved leaves granted by the Board.

D. Seniority List

The Board shall provide a seniority list, by classification to the Association President with one additional copy for each worksite by September 15 of each year.

ARTICLE VII

DEPARTMENTS

7.1 Custodial/Maintenance Department

- A. When schools are not in session, all custodial/maintenance personnel shall work the day shift, unless an event is scheduled. If the event is scheduled in an employee's assigned area, that employee shall work his/her regular turn. On early dismissal days, custodial/ maintenance personnel shall begin the afternoon shift one hour earlier unless a scheduled activity prohibits such.
1. The Custodial staff shall be responsible for walking the building and securing all doors at the end of their work shift. Doors left open due to keys being given to everyone in sports, practices, scrimmages, play practices, etc., including students entering without an advisor, the custodial staff will not be held accountable for damages or theft as a result of doors being left open.
- B. The employer solely shall determine the need for employees when there is an event in the building.
1. The employer shall determine if additional help is necessary to assist with science fairs, job fairs, craft shows, etc, seasonal plays and parties, school productions, dinner parties, setting up tarps anywhere in the school, etc. at any time.
 2. Events shall not include athletic practices, scrimmages, band and/or play practices, other similar events such as robotics, yearbook, student council, unless outside spectators, excluding parents, are permitted to attend and if food is served. Then a custodian shall be on duty if the employer determines it is necessary.
 3. When an outside group (a group with no affiliations with the school district) is using a school building, a custodian shall be on duty and be paid by such group.
 4. Setting up tarps and taking them up from the floors in all the buildings, shall be cleaned and have the assistance of two (2) or more custodial staff to do the chore.
- C. The assistant custodian shall be granted the opportunity to replace the building custodian/head custodian when off on a scheduled leave (sick, personal leave/vacation, etc. This provision shall be limited to the building in which the employees work, by seniority. When the Assistant Custodian does not want to replace the day custodian, or as in the case of an emergency, another assistant custodian shall be assigned from the afternoon shift to work day turn as the substitute for the day turn building custodian and a substitute shall be called in to work in the vacant position that day. If no assistant wishes to replace the day turn custodian, a sub shall be called.
- D. All substitute employees who will be used in each department shall be trained in those positions that they will be working to familiarize themselves with job duties and school operations.

- E. Assignment of High School and Prospect/GIS areas shall be granted on the basis of seniority within the building. The administration shall seek input from the Union with regard to adjustment of work areas. The final decision with regard to the creation of/and or adjustment of work areas shall be made by the supervisor.
- F. 1/2 Hour Unpaid Lunch - All employees must take their 1/2 hour unpaid lunch at the designated time, unless the employee receives prior written permission to take the 1/2 hour unpaid lunch at another designated time. This 1/2 hour unpaid lunch shall not be waived. The 1/2 hour unpaid lunch may not be moved to the first 1/2 hour of a work shift or to the last 1/2 hour of a work shift.
- G. Whenever there is a need to utilize additional help during the day, anywhere in the system in the area of the custodial work, an employee scheduled to work afternoon turn shall be given the opportunity by seniority to work day turn. Seniority within the building shall take preference. No substitute shall start their work shift in any building before a regular custodial employee. All extra work in the system shall be offered to regular Girard School custodial employees first. It shall be understood that the employee will accept these duties on a regular basis.
1. Employees currently working in Girard City Schools may be permitted to work before substitutes in the custodial department during the summer and breaks. Employees may be utilized at other times but may not report off from their regular position within the system to work and shall receive \$10.00 per hour.
 2. Kitchen/Custodian shall be permitted to work in the buildings summer, holidays and other breaks before other employees from other classifications are used. This will also allow for being asked to work at the stadium for games and clean-up when no one in the custodial/maintenance department wants to work but before substitutes. He/she shall be paid at his/her rate of pay they receive on his/her regular job.
- H. The maintenance classification hours will be flexible to allow for emergency repairs and to assist in snow removal. Starting time during the snow season will be that of the day turn custodian.
1. During snow/ice removal - each building Girard High School and Prospect/GIS will have the following staff working:

GHS: 1 day turn/ Head Custodian
1 Maintenance
1 Groundskeeper/Assistant Custodian starting at 5:30 a.m.

PROSPECT/GIS: 1 day turn Building Custodian
1 Maintenance/Groundskeeper
1 Groundskeeper/Custodian starting at 6:00 a.m.

- I. When the Assistant Custodian position becomes vacant at Girard High School, the person who applies or transfers to that position shall be assigned to the gym complex to work a schedule of Tuesday through Saturday at regular rate of pay to accommodate the use of that facility. This will be the way the position will be bid out for that vacancy and only for the gym area. This position will have a schedule of 2:30 pm - 11:00 pm Tuesday through Friday. Saturday shall be 8:00 am to 4:30 pm. A stipend of \$1000 shall be paid to this employee for working this schedule. (When this schedule is not needed, the Tuesday - Saturday shift will revert back to Monday - Friday) If someone from another building volunteers, he will be permitted to transfer to that position. This position would not be a part of the building rotation for work area assignment. Extra hours for overtime will be bid out by seniority as per contract. Summer hours will be Monday - Friday 6:30 am to 3:00 pm. The Assistant Custodian working four (4) hours at Girard High School shall work eight (8) hours on Mondays due to the above schedule.

STARTING/ENDING TIMES

HIGH SCHOOL:

DAY TURN	6:30 A.M. TO 3:00 P.M.
ASSISTANT/CUSTODIAN/GROUNDSKEEPER AS PER AGREEMENT	
AFTERNOON TURN	2:30 P.M. TO 11:00 P.M.
FOUR- HOUR POSITION	2:30 P.M. TO 6:30 P.M.
Basketball Season	7:00 P.M. TO 11:00 P.M.
MAINTENANCE	6:30 A.M. TO 3:00 P.M.

PROSPECT/GIS:

DAY TURN	6:30 A.M. TO 3:00 P.M.
ASSISTANT/CUSTODIAN/GROUNDSKEEPER AS PER AGREEMENT	
AFTERNOON TURN	3:00 P.M. TO 11:30 P.M.

- J. There shall be one Assistant Custodian/Groundskeeper assigned to the Girard High School and Prospect/GIS School, to assume duties of the grounds (cutting grass, shrubs, trimming around the buildings, clearing weeds, etc.). This position would assume all the duties except the lining of the fields but when necessary, the employee may assist in maintaining the fields on the property. Employees shall have the necessary equipment available at their buildings to perform the duties to insure well groomed properties; This includes leaf blowers, snow blowers, riding mowers, weed whackers, plus whatever is needed for removal of ice and snow, rock salt, etc. This position will pick up necessary supplies for their building and shall not be required to go to another building to work. Hours will be:

Prospect/GIS:	9:30 am to 6:00 pm	September, October, November
		March, April, May
	11:30 am to 8:00 pm	December, January, February
	6:30 am to 3:00 pm	June, July, August
Girard High School:	8:00 am to 4:30 pm	September, October, November
		March, April, May
	11:30 am to 8:00 pm	December, January, February
	6:30 am to 3:00 pm	June, July, August

The day turn custodians and assistant custodian/groundskeepers shall be responsible to sweep and wet mop the cafeteria floor daily; clean marks on walls, tables, and chairs; empty trash; clean tables; and clean the area daily.

- K. There shall be one (1) Groundskeeper/Custodian assigned to the stadium. There shall be one (1) Maintenance/Groundkeeper assigned to Prospect/GIS four (4) hours daily. This Maintenance/Groundkeeper's duties beyond those four hours shall be directed by the Superintendent, who shall be the Immediate Supervisor of both the Maintenance/ Groundskeeper and Groundskeeper/Custodian.
- L. The Groundskeeper/Custodian assigned to the stadium shall assist with set-up for activities in the high school during seasons and special events. The Groundskeeper/Custodian shall continue to do lawn care (cutting grass) at all buildings as needed.
- M. When the Head Custodian is off, the Mid-Day Assistant Custodian will move to day turn. An Assistant Custodian from afternoon turn shall move to the Mid-Day shift.
- N. Assistant Custodians from each building shall not be required to go to another building to work. (Temporary or Emergency Transfer language may be implemented (6.44).
- O. CALL OUT PAY. In case of call out due to alarm or emergencies by the administration or company, custodian shall receive ONE hour minimum at time and one/half week days on Saturdays and double time on Sundays and Holidays.
- P. Assistant Custodians from the high school shall assist the Maintenance employee on-day turn, as needed. An Assistant Custodian from the high school shall assist at the stadium as needed.
- Q. USE OF SCHOOLS. Whenever a school is open, a custodian shall be on duty. Practices in gyms shall not apply unless scrimmages have observers, food, or if a condition left in gym areas require a custodian to be called out in gym area to clean up. Events shall not include athletic practices, scrimmages, band and/or play practices. This applies to other similar events such as Robotics, Yearbook, Student Council, unless outside spectators, excluding parents, are permitted to attend and/or if food is being served, then a custodian shall be on duty if the employer determines it is necessary.
- R. Event supervisors shall be responsible for cleaning up after practices. If the building is left dirty, a custodian shall be called out to clean up. The regular custodian on day turn shall not be held responsible for any area left dirty.
- S. Extra person may be assigned to assist for Field Days at the stadium
- T. Due to extreme security reasons, the Head Custodian and Building Custodian in each of the buildings shall have schedules of all activities and use of buildings by groups or people needing doors to be open.

- U. During session when there is no school, reasonable temperatures shall be provided for the employees.
- V. PUBLIC ELECTIONS. Overtime for employee working at public elections shall be offered to employees, excluding those on vacation, on the overtime seniority rotation list. It is understood that pay for service at an election is the responsibility of the Board of Elections, not the Girard City School District.
- W. ADDITIONAL ACTIVITY HELP. Activities, in the gym areas in the Junior and Senior High, which require additional cleaning during the summer months, may have additional help to clean at the discretion of the Immediate Supervisor.
- X. BUILDING MAINTENANCE. All Custodians shall do maintenance. Maintenance shall be defined as working with simple tools doing repairs such as light switches, minor plumbing, etc.
 - 1. There shall be a total of ~~five (5)~~ six (6) full-time custodians including a maintenance person at the Prospect/GIS building. (1 Building + 4 Assistant Custodians + 1 Maintenance)
 - 2. There shall be a total of six (6) full-time custodians including a maintenance person at the Girard High school building (1 Head Custodian + 4 Assistant Custodians + 1 Maintenance).
 - 3. Should additional fields be added to the Groundskeeper Schedule, additional Assistant Custodians may be permitted to assist the Groundskeeper.
 - 4. When a substitute is not available to work for an Assistant Custodian on the Afternoon shift, an Assistant Custodian may be asked to stay on their shift due to the building needing to be ready for the opening of school the next day.
 - 5. Custodians shall not be responsible for the cleaning of the kitchens in each building except in the case of an emergency as determined by a Supervisor.

TRANSPORTATION DEPARTMENT

7.2 BUS DRIVERS

A. Extra Curricular/Field Trips:

1. The drivers shall post, maintain and assist all Extra Curricular Trips, subject to the general direction of the Superintendent or his designee.
2. Bidding for extra curricular/field trips as scheduled by the employer for the month shall be held on the first working day of the month at 9:00 a.m. for all regular drivers. The bidding shall begin with the top senior driver given the option first, then continue down through the seniority list. When extra runs become available during the month, bidding shall begin with the top senior driver. The list will then rotate for the remainder of the month for all extra trips as they become available that month. For these extra trips, selections will begin where the bidding left off. At the beginning of each month, bidding for all trips will begin with the top senior driver.
3. Extra curricular/field trips shall be granted to regular drivers on a seniority rotation basis before they are granted to a substitute driver.
4. When a trip is canceled prior to departure time, it shall be granted to the assigned driver when rescheduled. If the assigned driver is unavailable the trip shall be assigned according to the seniority rotation list.

Should there be a need to transport Girard students to an athletic event, educational field trip, etc., they shall be transported by a Girard Bus Driver holding a current CDL LICENSE, in a Girard City school bus, van or station wagon, etc. Except for the following reasons:

- a. That a bus is not available.
- b. That a qualified substitute is not available.
- c. That a number of students when transported by an advisor/coach shall not exceed nine (9), except that parents may transport any number students.
- d. No VANS shall be driven unless it is driven by a GIRARD BUS DRIVER WITH A CDL LICENSE. (WITH THE EXCEPTION OF NUMBER 3 ABOVE).
- e. That for a special occasion, the Board has authorized transportation in a "coach bus" (Example: Championship, state or regional playoff, etc.)

Should a question arise to the transportation of the event, the UNION may request to meet with the Board at its regularly scheduled Board meeting for a final ruling.

5. All drivers, regular and substitute, shall remain with the event for the entire duration of the trip except in emergencies. Courtesy should be extended to drivers who need to use a restroom when one is not on site.
6. Expenses incurred on extra curricula/field trips (i.e., turnpike fees, entrance fees, etc.) shall be borne by group sponsoring the trip in advance of the trip.
7. All regular drivers shall be eligible for extra curricular/field trips whenever these trips are available. A substitute shall be provided to drive the regular run and the regular driver shall be docked for those hours in which the driver did not run his/her regular run.
8. Should an extra curricular/field trip be canceled without one (1) hour prior notification to the driver, before the regular scheduled run, the driver be paid a minimum of two (2) hours. Following a thirty (30) minute waiting period for students, the driver shall return to the garage and be paid two (2) hours.
9. Within the first three (3) weeks of each school year, time shall be reserved for each driver to train his/her students on how to evacuate the bus in the event of an emergency in accordance with state law. The immediate supervisor shall assist with this training.
10. For field trips, bus drivers shall be paid an hourly rate based upon their per diem rate on the salary schedule. A minimum of two (2) hours compensation shall be paid for each educational trip. A minimum of three and one-half (3.5) hours compensation shall be paid for athletic trips. For overnight trips, bus drivers shall be paid up to eight (8) hours. Other expenses incurred on overnight trips will be reimbursed in accordance with the board policy on travel expenses.
11. All trips for which the distance between the pick-up point and destination is less than 15 miles one way may be split, including trips to YSU, TCTC, and Kent State, Trumbull Branch. In addition, wrestling and speech trips where the duration of the trip plus event time exceeds seven (7) hours and the distance is less than 45 miles one way may be split unless the coach and the athletic director or advisor and the principal or superintendent determine that it is necessary for the bus to remain. Outdoor athletic trips will not be split without mutual consent of the parties provided that a bus may pick-up and drop off two teams as long as the destinations are in the same school district.
12. No Student shall be permitted to remain on a bus when a driver is not present. Students shall also not be permitted in the bus garage.

B. Regular Bus Routes

1. The drivers agree that they will maintain, schedule and assign all regular bus routes, subject to the general direction of the Superintendent or his designee.
2. Once the bidding for bus routes has been completed, there shall be no major changes made to the routes. Should any major change occur, all bus routes shall be re-bid in accordance with the procedure set forth above.
3. Regular drivers shall assist with bus routes in an effort to solve routine problems. Drivers will be paid two days (8 hours per day) in early summer and the day before school starts to finalize routing. Drivers are required to have routes completed prior to bidding.
4. In the event a new route is established which necessitates the use of additional bus(es), or an existing route becomes vacant or is to be filled due to a resignation, retirement, or termination of an employee, said route(s) shall be in accordance with Section 6.5 Vacancies and Job Posting. Such new routes shall be considered a permanent route after a period of twenty days.
5. All regular bus drivers shall normally be scheduled to work not less than four and one quarter (4.25) hours per day. The TCTC run shall be five and one quarter (5.25) hours per day unless charter school students are transported; in such case, the TCTC run shall be six (6) hours per day. When the charter school is not in session or the charter school student calls off sick, the TCTC run shall revert to five and one quarter (5.25) hours. As long as the TCTC run has normally been six (6) hours, the TCTC driver shall be paid six (6) hours for holidays, calamity days, sick days, and personal days. Time for safety checks, pre and post inspections, sweeping, etc., is included in this time. All bus drivers shall be required to keep their school-provided cell phones or radios on during runs.
6. By the third week of each school year, the drivers shall be given the list of students who will be riding their bus along with the notation of illness, handicaps and allergies after their name.
7. In the event the Employer determines it necessary to utilize a driver to coordinate transportation secretarial duties in the bus garage, such amount of secretarial time will be posted and bid in a manner similar to the bidding of kindergarten runs and work the following times.
8. Upon the effective date of this Agreement, all regular school year bus routes will be increased by a paid five minutes to account for adjustments to school building start and finish times.

C. Bus Maintenance and Responsibility

1. Drivers shall not be responsible for the cleaning of the outside of the buses, and the checking of oil/grease. Fueling of buses shall be optional except in case of an emergency.
2. Drivers shall submit pre-inspection sheets daily. The driver shall keep a copy. The immediate supervisor shall provide the driver with a signed copy of the inspection sheet when the repairs have been made.

D. **Bus Availability**

Should a bus break down while a driver is on an extra curricular field trip, the driver shall be paid the rate for the trip and or overtime, if applicable.

E. **Substitutes**

In the event a regular driver is unavailable for whatever reason, substitutes may be provided. Regular drivers may be used as substitutes when it does not conflict with their regular run.

F. **Workshops and Safety Meetings**

1. All regular drivers, mechanics/helpers shall attend annual safety meetings. Upon showing proof of attendance, an employee shall be paid their regular hourly rate of pay plus mileage. An employee shall not be permitted to drive unless he/she has attended the meeting. The Board shall provide a certificate to each driver indicating that he/she has attended the safety meeting.
2. Drivers who have not attended the Safety Meetings shall be informed to attend a make-up meeting and that he/she must show proof of attendance or he/she shall not be permitted to drive
3. Information regarding educational workshops and/or changes in rules and regulations shall be distributed to all drivers and mechanic helper when known.
4. The Employer shall be responsible for all fees incurred resulting from the new Commercial Motor Vehicle Act, i.e., abstracts, licenses, testing, physicals, in-service time, and all fines and fees related to any direct order to drive the bus in violation of any law or regulation of O.R.C. or Public Transportation Rules and Regulations of the Department of Education during his/her employment with the Employer. If the employee terminates his employment within one (1) year of any such payment(s), the employee will reimburse the Employer for all of such payment(s).
5. The Employer shall pay all costs associated with the mandated training and testing as defined in the Ohio Public Transportation Operation and Safety Rules, Chapter 330 1-83 for School Bus Drivers and Mechanics.
6. **Driver Disqualification: Traffic Violation**
Point accumulation is limited to a total of eight within a 24-month period for Bus Drivers. The annual drivers abstract must be obtained from the Bureau of Motor Vehicles. The employer's policy on Driver abstract points will not be less than that currently established by the aforementioned rules and as established in the future by Federal or State laws and rules

G. **Severe Weather**

Drivers shall be notified at the earliest possible time that they are not to drive because of severe weather conditions. A driver shall have the option of whether to drive and shall not be disciplined in any manner should he/she refuse to drive. Should there be any question regarding a driver driving during severe weather conditions, the Superintendent shall make the final decision.

Bus Drivers Driving When School Is Not In Session.:

Bus Drivers who normally drive NS or non-public trips when the Girard Schools are not in session will be paid only for the time that they drive with a minimum of two hours for each A.M. and P.M. run.

H. Emergency Phone Number

The immediate supervisor shall provide to all drivers a list of numbers of those in administration who can be called in the event a driver has an emergency.

I. Extra Duties

General cleaning of the bus garage, meeting room, office and restrooms shall be added to the Transportation Secretary's job and he/she paid an additional three quarters (3/4) of an hour for those duties to a maximum of eight (8) hours per day.

J. Seating Charts

All drivers shall be responsible for making seating charts and reporting immediately any vandalism that occurs on a bus to the immediate supervisor.

K. Time Sheets

At the end of each pay period, a copy of the time sheet showing the date of run, hours worked, and place of destination on all extra trips will be given to drivers after they have been signed by him or her.

L. Bus Mechanic Helper

Shall not be called out of the bus garage to substitute in the kitchen or to work in any custodian area until all custodial staff have been called. Bus Mechanic Helper shall be permitted to extend accrued vacation time up to August 15 of each year due to inspection time interrupting ability to schedule vacation time.

M. School Closing

Any employee required to work and working during the time of an emergency created by an Act of God, such as a tornado, flood, snowstorm, fog, etc., or a public calamity, requiring a school or schools to be closed to students, shall be compensated their rate of pay (straight time) for all hours worked during such emergency, in addition to Calamity Day Pay. An employee shall have the option to use compensatory time off in lieu of premium pay. Compensatory time shall be granted at time and a half and must be taken on days when school is not in session within one year from the calamity day. Should schools be closed after an employee has reported to work, the above procedure will be followed. Should the need arise to make-up days in accordance with the minimum school year requirement, those days shall be held without regard to any additional pay since the employees affected have already been paid for those days.

TRANSPORTATION DEPARTMENT WORKING HOURS

Bus Drivers - 4.25 hours per day	7:00 a.m. to 9:00 a.m. 2:00 p.m. to 4:15 p.m.
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TCTC Route Driver - 5.25 hours per day (6 hours if charter school run)	6:30 a.m. to 9:00 a.m. 12:30 p.m. to 4:00 p.m.
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Transportation Coordinator - 4.25 hours driving	9:00 a.m. to 11:00 a.m. (office & cleaning) 1:00 p.m. to 2:00 p.m. 4:00 p.m. to 4:30 p.m.
Mechanic Helper - 8 hours per day	6:30 a.m. to 3:30 p.m.

7.3 CAFETERIA PERSONNEL

- A. Cafeteria employees will be provided with "uniform/scrubs" each year chosen jointly by the manager and the employees. Proper closed shoes shall be worn by each employee. All employees are required to wear plastic gloves, hair nets, and proper shoes while serving food. All employees shall be required to follow state mandated rules for personal appearance.
- B. When a regular employee is off on a scheduled leave (sick, personal, etc.) a short hour employee shall replace the employee with more hours based on seniority. A response time of 20 minutes shall be permitted before proceeding to call the next employee provided that the employee calling off has done so by 4:30 a.m. If the employee does not call off by 4:30 a.m., the cafeteria manager will begin calling to replace the employee based on seniority, but will not be required to wait for a response before making the next call. Every effort will be made to provide a substitute for all vacancies to include the same hours worked by the regular employee. Upon request verification of effort will be provided.
- C. Employees shall receive one to two additional hours of pay for work done on days when extra cooking is done for senior citizens or other outside groups following the regular school lunch program. One hour shall be paid for less than 50 people; two hours shall be paid for more than 50 people provided there is no expense to the Board.
- D. There shall be no major custodial cleaning done at any time while there is cooking and serving to be done in the cafeteria except in an emergency.
- E. Lunchroom aides may be provided to assist the servers on heavy days. Extra hours shall be given to regular employees who work short hours to assist where needed, either earlier or during the work day.
- F. Reporting off in the morning shall be 2 hours before the scheduled starting time, Only in an emergency shall the two hours reporting time be waived.
- G. A round table forum shall meet monthly to discuss methods to improve the cafeteria's performance. The committee shall be made up of the cafeteria supervisor, three cafeteria employees, one of whom shall be the Head Cook and one building administrator. The committee shall meet from 1:30 p. m. to 2:30 p. m. Menu's for the following month shall be coordinated between the Cafeteria Supervisor and the Head Cook at that time.
- H. When the kitchen manager is off on a scheduled leave(s), (sick, personal, etc.), the cook shall take over the running of the kitchen and receive eight hours.
- I. Kitchen Custodian shall have extra help on delivery days to unload commodity trucks only.

- J. Kitchen Custodians hours of work shall be 6:00 a.m. to 2:30 p.m. with a half-hour lunch.
- K. The kitchen custodian shall be scheduled to work an additional day during the Christmas and Spring holidays and two weeks before school begins, and one additional day after the cafeteria staff at the end of the school year.
- L. Hours of work for the Assistant Cooks shall be six and one half (6 1/2) hours per day and shall work all days students are scheduled to be in attendance. The last work day shall be set aside for cleaning kitchens. Cafeteria shall work 189 work days.
- M. All classifications in the Kitchen shall be Assistant Cooks except the Kitchen Custodian/Van Driver and Cook.
- N. There shall be seven (7) 6 ½ hour Assistant Cook positions, as long as the breakfast programs at Prospect/GIS and the High School continue; four (4) three-hour positions, and the Kitchen/Van Driver, which is an eight (8) hour position. Should the breakfast program at either Prospect/GIS or the High School cease to exist, the employee's with the lowest seniority that have moved due to the program, shall revert back to a five-hour employee. All 6 ½ hour positions shall be held by top seniority down.
- O. One 6 1/2 hour Assistant Cook shall be assigned to clean cafeteria kitchen at Prospect Campus after her regular duties and shall be given an additional one (1) hour to clean the cafeteria kitchen at the Prospect Campus. (Single benefits apply for this position).
- P. Use of Cafeteria Kitchen:
When a group with no affiliation to the school district is using the cafeteria kitchen, a cafeteria employee shall be on duty and paid by the group. When a group that is school-affiliated is using the cafeteria kitchen, the Principal or Superintendent shall determine if there is a need for a cafeteria employee to be on duty. Any equipment repairs due to damage by any group shall not be deducted from cafeteria funds.
- Q. A substitute list shall be created and updated. The employer shall advertise for substitutes when necessary.
- R. All bargaining unit work shall be performed by bargaining unit employees.

CAFETERIA DEPARTMENT STARTING TIMES & QUITTING TIMES

Areas to be bid on annually. Areas and buildings shall be bid on annually as all other departments using seniority as the bidding for each job and area starting at the top of seniority list.

- | | |
|--------------------|---|
| 1. COOK | 6:45 A.M. TO 1:15 P.M. - 6 ½ hours per day - Girard High School |
| 2. ASSISTANT COOK | 6:45:30 A.M. TO 1:15 P.M. - 6 ½ hours per day - Girard High School
(Help cook prepare food - Cashier for GHS- a la carte) |
| 3. ASSISTANT COOK | 6:45 A.M. TO 1:15 P.M. - 6 ½ hours per day - Girard High School
(Sandwiches 6:30 a.m. to 7:30 a.m. at GHS)
(Breakfast and lunch at Prospect 7:30 a.m. to 1:00 p.m.)
(Cashier at Prospect, breakfast and lunch) |
| 4. ASSISTANT COOK | 6:45 A.M. TO 1:15 P.M. - 6 ½ hours per day - GHS /Prospect
(Breakfast cashier at GHS - Finish cold a la carte 6:30 a.m. to 10:00 a.m.)
(Cashier at Prospect Lunch 10:00 a.m. to 1:00 p.m.) |
| 5. ASSISTANT COOK | 6:45 A.M. TO 1:15 P.M. - 6 ½ hours per day - GHS /Prospect
(Fruit for HS 6:30 a.m. to 7:30 a.m.)
(Serve breakfast and lunch at Prospect 7:30 a.m. to 1:00 p.m.) |
| 6. ASSISTANT COOK | 6:45 A.M. TO 1:15 P.M. - 6 ½ hours per day - GHS /Prospect
(A la carte - trays all - mashed potatoes/french fries at GHS 6:30 a.m. to 10:00 a.m.)
(Bread and butter - Wraps bagels and muffins)
(Serve lunch at Prospect 10:00 a.m. - 1:00 p.m.) |
| 7. ASSISTANT COOK | 6:45 A.M. TO 1:15 P.M. - 6 ½ hours per day - GHS /Prospect
(Salads - 6:30 a.m. to 10:00 a.m.)
(Serve lunch at Prospect 10:00 a.m. - 1:00 p.m.) |
| 8. ASSISTANT COOK | 10:30 A.M. TO 1:30 P.M. - 3 hours per day - Girard High School
(Serves lunch and clean-up) |
| 9. ASSISTANT COOK | 10:30 A.M. TO 1:30 P.M. - 3 hours per day - Girard High School
(Cashier - Hot Lunch / Clean-up) |
| 10. ASSISTANT COOK | 10:30 A.M. TO 1:30 P.M. - 3 hours per day - Girard High School
(Fry Cook and Clean -up) |
| 11. ASSISTANT COOK | 10:30 A.M. TO 1:30 P.M. (unless coverage is needed 10:15 A.M. TO 1:15 P.M.) - 3 hours per day - Prospect
(Serve lunch) |

During the first year of the agreement assignments will be bid out by seniority - if this proves successful, the bidding of assignments will continue.

All duties previously done in that position shall remain the same (bid on the first day of school)

One (1) one hour position of cleaning the kitchen at Prospect/GIS building shall be bid on by seniority. This adding to the regular duties shall give the position seven and one half (7.5) hours per day (Single benefits apply). No employee shall exceed seven and one half (7.5) hours.

Specific times, excluding starting and ending times, are subject to change if the building principals change lunch periods.

7.4 SECRETARIES DEPARTMENT

- A. **DISPENSING MEDICATIONS AND MEDICAL PROCEDURES:** Secretaries shall not be required to or asked to dispense medication to students, nor shall be asked to perform routine or non-routine medical or health procedures. As a matter of routine, students are not to be sent down from the nurses office who are ill, parents shall pick up students in nurses office except in an emergency.
- B. **12 MONTH SECRETARY:** For the time period that the incumbent secretary remains employed, the High School Principal's Secretary shall work a 12 month schedule Monday through Friday. The year shall be 260 work days per year unless there is a year that has more than 260 work days, which shall be added whenever it applies. The hours of work shall be 2080 hours or unless there is a year that has more than 2080 hours, which shall be added whenever it applies to the salary schedule. The negotiated vacation schedule shall apply to the position of 12 month secretary. When the 12 month secretary is off on a scheduled leave during the summer, building seniority shall apply for the replacement of a regular employed secretary. At such time as the incumbent secretary separates from employment, the High School Principal's Secretary shall work an 11 month schedule Monday through Friday. The year shall be 222 work days per year including three (3) vacation days. The hours of work shall be 1776 hours. When the 11 month secretary is off on a scheduled leave during the summer, building seniority shall apply for the replacement of a regular employed secretary.
- C. **11 MONTH GUIDANCE SECRETARY:** The Guidance Secretary shall work an eleven (11) month schedule Monday through Friday. The year shall be 222 work days including three (3) vacation days.
- D. **TEN AND ONE HALF MONTH SECRETARIES**
All other full time secretaries shall work an 8 hour day, 40 hours per week, Monday through Friday, 212 days per year and 1696 hours per year. Such secretaries shall work a minimum of two (2) weeks before school starts and work two (2) weeks after school closes for the summer. The Supervisor may grant additional hours and days as needed.
- E. **COMP TIME:** Secretaries shall be permitted comp time with prior approval of the principal, not to exceed forty (40) hours per school year. The principal or Superintendent can give permission to exceed the forty (40) hours per school year.
- F. **LUNCH BREAK:** All secretaries shall have an unpaid uninterrupted, one-half hour lunch and two fifteen-minute breaks, one in the morning and one in the afternoon. Employees lunch-breaks shall be scheduled so that one secretary is on duty in the main office of the building at all times.

LUNCH:	Guidance Secretary	11:45 - 12:15
	Principal Secretary	12:15 - 12:45
	Jr. High Secretary	12:30 - 1:00

G. **TRAININGS/SEMINARS**

Two (2) days of training - 4 sessions of ½ days- with the option of a fifth session upon approval of the supervisor, shall be available to all secretarial staff and educational assistants (educational assistants hired prior to January 2006 only) of Girard City Schools. This training will take place at NEOMIN and will include up-to-date training of ESIS attendance and registration programs.

Secretaries and educational assistants shall receive their hourly rate of pay for all hours spent in training(s). Fees for classes shall be paid for by the Board of Education when applicable.

Professional leave forms for the training(s) must be submitted prior to the Girard Board of Education monthly meeting.

H. **SECRETARIAL STAFFING**

Current staffing for secretaries at Prospect Campus (Prospect & Intermediate School) shall be two (2) full-time (1 at Prospect, 1 at GIS); and the High School Campus shall have three (3) secretaries (1 HS Office, 1 Jr. High Office, 1 Guidance).

I. **PARENT-CONFERENCE DAYS**: Secretaries shall work scheduled Parent-teacher Conference Days in conjunction with the operation of the school.

J. **VACATION**: All ten and one-half month (10 1/2) secretaries shall receive three (3) days of vacation with no substitute provided and shall be used between September 15 and May 15 and can not be used before a holiday. No two secretaries shall be off at the same time. Scheduling shall be by seniority.

**SECRETARIAL DEPARTMENT
STARTING & QUITTING TIMES**

GIRARD HIGH SCHOOL SECRETARIES		7:00 A.M. TO 3:30 P.M.	
PROSPECT/GIS CAMPUS			
GIS	SECRETARY	(1) 7:00 A.M.	TO 3:30 P.M.
	LUNCH	12:00 A.M.	TO 12:30 P.M.
PROSPECT	SECRETARY	(1) 7:30 A.M.	TO 4:00 P.M.
	LUNCH	12:15 P.M.	TO 12:45 P.M.

BREAKS - ONE IN THE MORNING - ONE IN THE AFTERNOON. BREAKS SHALL NOT BE ADDED TO THE BEGINNING OR THE END OF THE DAY, NOR TO THE LUNCH.

7.5 EDUCATIONAL ASSISTANTS

A. Instructional Assistants

1. Upon successful completion of a probationary period of at least 90 days, an instructional educational assistant shall be considered tenured, meaning that the assistant shall be provided with the rights of this Agreement, including transfer and bumping.
2. Instructional educational Assistants Work Schedule
Instructional educational assistants shall work a maximum of seven (7) hours per day, 182 work days per year plus holidays. The Supervisor may grant additional hours and days as needed.
3. Instructional Educational Assistants Replacing Secretaries
Instructional educational assistants may be permitted to replace secretaries who are off on a scheduled leave, at the discretion of the immediate supervisor and shall receive the hourly wage based on their years of service on the Secretarial Salary Schedule.
4. Instructional Educational Assistants Awarded Secretarial Positions
Instructional educational assistants shall be eligible to apply for a vacant secretary's position and shall be interviewed. The best qualified Instructional Education Assistant, based upon completion of training, history of work performance, performance evaluations, attendance, the job interview, and other demonstrated factors related to the secretarial job description, shall be promoted to the vacant secretarial position. Seniority shall be used to select between applicants who possess equal qualifications. An Instructional Educational Assistant selected for the vacant secretarial position shall be credited for all years of service in the School District for placement on the secretarial wage scale. Outside applicants shall be considered only if it is deemed that there are no Instructional Educational Assistant applicants qualified for the vacant position.
5. Training/Seminars
Trainings/seminars, workshops that may benefit the Educational Assistants shall be offered and paid for the time spent at their hourly rate of pay for all hours attending classes, seminar, etc. Wages and fees for classes, etc. to improve their positions shall be paid for during the school year and during the summer.
6. Dispensing Medications/Performing Medical Procedures
No instructional educational assistant shall be required or requested to dispense medications to students, or asked to perform routine or non-routine medical or health procedures. Instructional educational assistants shall not be asked to take over the duties normally performed by a registered nurse or school nurse.

B. One-on-One Educational Assistants

1. One-on-one educational assistants may be hired for special needs students. The probationary period shall be 90 days. The employment of a one-on-one educational assistant shall cease when the student graduates moves from the district, no longer attends school in the district, or otherwise no longer needs the services of a one-on-one educational assistant. The assistant shall be provided with notice of the cessation of employment and no further Board notice or action shall be required. The assistant, if performance has been satisfactory, shall be placed on a recall list and shall be re-hired by seniority when as assistant's position for which he/she is qualified arises and is posted.
2. Special Circumstances
Special circumstances exist when a student requires that medical procedures be performed or medical devices and apparatus be placed or removed on a daily basis due to the student's disability. One-on-one educational assistants who perform these tasks daily will receive an annual stipend of up to \$500, to be paid in the second pay in June, provided that documentation is provided to the superintendent.
3. Assistants Caring for Special Needs Students
One-on-one educational assistants hired to care for students with disabilities shall have the training necessary in the fields they work and shall be paid their hourly rate to attend necessary trainings outside of the work day.
4. Salary Schedule Placement
Newly hired one-on-one educational assistants shall be placed no higher than Step Four (4) during Year One of this Agreement. One-on-one educational assistants shall be placed no higher than Step Five (5) during Years Two and Three of this Agreement. Placement shall be based on experience as an educational assistant.
5. Time Schedule
The time schedule for a one-on-one educational assistant shall be adjusted to meet the needs of the individual student to whom the assistant is assigned. The supervisor may grant additional hours and days as needed.

C. Clerical Assistant

1. A clerical assistant shall work in the Prospect office to assist the Prospect secretary for (6) hours per day. This assistant may be assigned similar clerical duties in another office within the same complex, if a serious need arises.
2. If it deems it necessary, the Board shall employ a four-hour clerical assistant in the attendance office at the junior-senior high school. This assistant shall cover the main office during the secretary's lunch period. The high school guidance counselor secretary shall fill this position for the term of this contract.

Article VIII

ALL EMPLOYEES

8.1 WORK DAY REGULATIONS

- A. **WORKING SCHEDULED SHIFTS:**
NO employee is to switch his/her normal shift start or end times without prior written approval from his/her immediate supervisor.
- B. **WORK SCHEDULED HOURS:**
NO employee may work through or skip his/her one-half (1/2) hour unpaid lunch during an eight (8) hour shift
- C. **LUNCH TIME SCHEDULE:**
NO employee shall be permitted to move the one-half (1/2) hour unpaid lunch to the first half-hour of a shift nor the last half-hour of a work shift.
- D. **EXTRA WORK** Each department shall develop a list of those people who wish to be called for extra duties. This list shall be established by the first two weeks of each school year. Names may be added to this list quarterly.
- E. **PARENT-CONFERENCE DAYS:**
No employee is to work a double shift without prior written approval from his/her immediate supervisor.
- F. **COMPENSATORY TIME:**
NO employee may accumulate or use "COMPENSATORY TIME" without prior written approval from his/her immediate supervisor.
- G. **COMPENSATORY TIME ACCUMULATION:**
An employee may not use compensatory time from a second assignment toward his/her primary assignment.
- H. **EMPLOYEES TO REMAIN ON WORK SITE:**
NO employee is to leave their work site during regular working hours without prior written approval from his/her immediate supervisor.
- I. **DRESS CODE:** Employees shall dress appropriately for their position. Appropriate dress shall be judged by the following criteria: (1) the work needs of the assignment; (2) the application of health regulations; (3) the appropriateness of the image presented to students and the public.
- J. **APPLYING PESTICIDES:**
NO employee is to use or apply pesticide without having an applicator's license from the Ohio Department of Agriculture. Employee's who secure the applicator's license shall have their yearly license fee's paid and shall be compensated for all required continuation hours attended at their hourly rate of pay.

K. **STAFF DEVELOPMENT PARTICIPATION:**

Employees who participate in staff development workshops, which are approved by the Superintendent, that meet at times outside the regular working day, shall be compensated at their hourly rate of pay.

L. **EMERGENCY DUTY**

No employee has the right to refuse an emergency duty. The employer shall determine what constitutes an emergency. Emergencies shall be defined as an event that poses an immediate threat to the health and welfare of students and/or employees or places property of the Board in peril.

M. **ADDITIONAL SCHOOL DAYS/HOURS**

Adjustment of days and hours shall be made if the legislature determines additional school days and hours are required. Employees shall be paid in accordance with this agreement.

N. **EVALUATIONS**

All employees shall be evaluated annually by their immediate supervisor

8.2 **Reporting Off Work**

- A. **SUBSTITUTES:** All employees may be provided with substitutes when off on a scheduled leave(s) to maintain the work schedule. Should a substitute not be provided, no employee shall be disciplined due to additional work not being completed.
- B. **REPORTING OFF WORK:** When reporting off work, the employee or his/her designee shall contact his/her appropriate supervisor at least two hours before the scheduled starting time and notifies the immediate supervisor as to the expected date of return. Should the appropriate supervisor be unavailable, the employee shall contact in the following order his/her Building Principal or the Superintendent.
- C. **RETURN TO WORK:** Whenever an employee returns from a sick leave, he/she shall notify the employer at least three hours prior to his/her shift

8.3 **WORK WEEK AND OVERTIME PAY**

A. **REGULAR WORK WEEK**

The regular work week shall be five consecutive working days beginning on Monday and ending Friday. The year shall be 2080 hours,(260 working days) unless additional days are added to the calendar. Those additional days shall be paid for in the year in which the additional days occur.

B. **NORMAL WORK DAY SCHEDULE:**

The normal work day schedule for all employees shall be posted. No full time employee will be required to work beyond midnight and no split shift shall be assigned.

C. **CONSECUTIVE HOURS OF WORK:**

The hours of work shall be consecutive except when an unpaid lunch Period is provided.

- D. **SCHEDULED BREAKS:**
All employees scheduled to work seven or more hours of pay shall have two fifteen minute breaks during their shift. Employees working less than seven but more than three shall have one fifteen minute break during that shift.
- E. **BUS DRIVERS DRIVING WHEN SCHOOL IS NOT IN SESSION:**
Bus Drivers who normally drive NS or non-public trips when the Girard Schools are not in session will be paid only for the time that they drive with a minimum of two hours for each A.M. and P.M. run.

8.4. **OVERTIME AND SPECIAL WORK SCHEDULE**

- A. **BUILDING SENIORITY:**
Overtime shall be offered on a seniority rotation basis, within a building, to those employees who desire such overtime.
- B. **DISTRICT SENIORITY:**
Overtime shall be offered on a seniority rotation basis from another building or department when there is no employee available from within the building.
- C. **TWO SENIORITY LISTS:**
For overtime purposes only two seniority lists shall be established, one list within the building and one district wide.
- D. **REGULAR EMPLOYEES**
All overtime shall be offered to regular employees before a substitute employee is used. Employees must provide a current phone number at which they will respond in case of emergencies, call-outs, etc. Only one call will be made and given a reasonable amount of time to respond, before going on to the next employee. Call out will be by seniority in the building, then all other whose names are on the list.
- E. **OVERTIME AFTER REGULAR HOURS:**
If an employee is on duty when his/her name comes up on the seniority rotation list, he/she shall have the option of staying after normal work hours to complete the overtime.

8.5 **OVERTIME PAY**

- A. **REGULAR OVERTIME:**
The Board shall apply for overtime worked at the rate of time and one-half (1 1/2) for all hours over eight hour work on any day or over forty hours in any week.
- B. **DAY PRECEDING DAY AFTER:**
An employee shall have accrued earnings on the scheduled work day preceding and the scheduled work day following the day in which the overtime was worked in order to be eligible for overtime pay.
- C. **SATURDAY, SUNDAY WORK:**
Saturday work shall be paid at time and one-half (1 1/2) for all hours worked. Sunday shall be paid double time for all hours worked.

- D. **HOLIDAY WORK:**
Holidays shall be paid at time for time for all hours worked
- E. **PAY CHECK INFORMATION:**
All overtime and extra trips worked shall be indicated in a separate area on each paycheck.

8.6 **ASSIGNMENTS AND TRANSFERS**

- A. **MEDICAL TRANSFER:**
Upon the recommendation of a physician, the Board, at its sole discretion, may provide transitional duty to an employee who has become medically unable to perform his/her normal duties. The employee shall be required to submit all necessary Workers' Compensation forms.
- B. **TRANSFER FROM ONE POSITION TO ANOTHER**
No transfer of any employee shall be made from one position to another without following the job posting procedure.
- C. **TRANSFER FROM ONE SHIFT TO ANOTHER:**
If it becomes necessary to transfer an employee from one shift to another, the least senior employee within the affected classification shall be transferred unless another employee shall volunteer to take the transfer.
- D. **TEMPORARY OR EMERGENCY TRANSFER:**
Temporary assignments may be made in the event an emergency. Such assignment shall end with the termination of an emergency.

8.7 **VACANCIES AND JOB POSTING**

- A. **JOB POSTING:**
The Board shall post all job vacancies, if they are not filled, including newly created positions, revised positions, and promotional positions for a period not to exceed ten working days. At the end of the ten working days, the bidding shall be closed. The vacancy notices shall be posted in all buildings and shall contain a description and details of the opening(s). During the summer months, nine, ten, and eleven month employees will be mailed vacancy notices when not on duty. The posting period shall begin not later than fifteen working days from the time of the vacancy.
- B. **REQUEST FOR POSITION:**
An employee must make a request for a vacant position, in writing, to the appropriate supervisor or superintendent.
- C. **AWARD OF POSITION:**
The awarding and filling of the vacancies, if they are to be filled, shall occur within fifteen working days of the closing of the bids, using the following formula:
 - 1. **AWARD WITHIN THE CLASSIFICATION SERIES:**
 - a. The vacant position, if to be filled, shall be awarded within fifteen working days to the bidding employee, within the classification of the vacancy, with the highest seniority date.

- b Exceptions to this shall exist in the Maintenance Department and Transportation Department. The employee must possess the ability to perform the required work and have the skills and CDL license required for the position as determined by the immediate supervisor.
 - c When an employee is awarded a transfer within the district to another classification, his/her seniority date in the new classification shall be listed as the date of the transfer to the new classification. The employee's district seniority shall remain their date of hire.
2. NOTIFICATION:
Any bidding applicant shall be notified whether he/she is the successful candidate. Within five working days after a vacancy is filled, the date and name of the person filling the vacancy shall be given to the President of the Union.

8.8 LEAVES

A. SICK LEAVE

1. ACCUMULATION OF SICK LEAVE: Each employee shall be entitled to fifteen days sick leave with pay each year, which shall be credited at the rate of one and one fourth (1 1/4) days per month. The number of sick leave days employees may accumulate shall be limited.
2. PROCEDURE: All employees may use sick leave upon notification to the appropriate supervisor for absence due to illness, exposure to contagious disease and illness or death in the employee's immediate family. Immediate family shall be defined as: Mother, Mother-in-law, Father, Father-in-law, Brother, Sister, Wife, Husband, Children, Son-in-law, Daughter-in-law, Foster Children, Grandparents, and Grandchildren, or person whose past and present relations has placed said person in the immediate family category. In the event of death this definition shall also include the employee's Parent-in-laws, Son and Daughter-in-law, Brother-in-law, Sister-in-law, Grandparents, Niece, Nephew, Aunt and Uncle.
3. USE OF: All employees shall be permitted to use sick leave in 1/2 or full day segments. All employees shall be permitted to use sick leave in the above segments for medical and dental appointments. Any abuse or patterned use of sick leave shall be just cause for disciplinary action.
4. HOLIDAYS: Holidays occurring during the period of absence shall not be deducted from the above employee's accumulated days.
5. ADVANCED SICK LEAVE:
All new employees who have exhausted all earned sick leave shall be advanced five (5) days of sick leave each year (July 1 to June 30), to be charged against sick leave he/she subsequently earns.

6. **TRANSFER OF SICK LEAVE:**

An employee who has prior employment with an Ohio Public Agency may transfer his/her unused sick leave to the school system as long as the prior employment was within ten (10) years of the start of employment with the Board of Education.

7. **RETURN TO WORK:**

An employee who is absent from his/her assignment five (5) or more days due to the caused listed under sick leave may be required to submit a physician's certificate of physical fitness to return to work on file with the Superintendent before the employee is permitted to return to duty. If a question on sick leave exists, the Board retains the right to send the employee to its physician at Board expense. Should there be a disagreement between the employee's physician and the employers' physician as to whether or not an employee is able to return to duty, the following procedure shall govern:

- a. A list of physicians shall be developed by both parties with both the employee/union and employer/Board placing an equal number of physicians' names on such list.
- b. The parties shall alternately strike names from this list until one name remains. This physician remaining shall examine the employee and determine if the employee is able to return to work
- c. The opinion of this physician shall be final.
- d. A coin toss shall determine striking order in (b) above.
- e. The employee in question shall retain all other rights contained in the CBA. The Board shall be responsible for any cost of this examination if the examination or any portion of the examination is not paid by insurance.

8. **WORKERS' COMPENSATION:**

All employees covered under this agreement are protected under the Worker's Compensation Act of Ohio, in cases of injury incurred in the course of or arising out of their employment. The employee shall have the option to use sick leave or wage reimbursement under the Act. Fringe benefits shall continue for the employee while in worker's compensation for a period not to exceed one-hundred twenty (120) calendar days provided that the employee is unable to perform light duty work at the discretion of the employee. In addition, after 15 working days the employee will be required to obtain a physical from a doctor chosen and paid for by the employer. Should the employer's physical determines otherwise, a list of 5 doctors will be developed by the school physician or the insurance carrier and using the alternate-strike method a physician will be selected to make a final determination which will be binding on both parties. This procedure will be followed every 30 days or until the employee returns to work

9. **SEVERANCE PAY:** An employee with ten (10) or more years of service in the Girard City Schools who elect to retire from active services shall receive in one lump sum payment, one fourth (1/4) of the value to unused sick leave to a maximum of 53 days. (i.e., 1/4 of maximum of 212 days). Severance shall be based on 100% of the employer's per diem rate of the number of accumulated days the employee is eligible to receive at the time of retirement. Employees with thirty (30) or more years of service shall receive severance calculated as above based upon two-hundred sixty (260) days to a maximum of 65 days.
10. **PAYMENT:** Employment in the Girard City School and is eligible for retirement with the School Employees Retirement System. Employees shall provide evidence retirement from the appropriate retirement system. Full payment shall be considered to eliminate all sick leave credit. Such payment shall be made only once to any employee.
11. **SEVERANCE PAY IN CASE OF DEATH:** The beneficiary of any employee who dies prior to retirement shall be eligible to receive the benefits as outlined in section 10.

B. PERSONAL LEAVE:

1. All employees shall be granted three (3) unrestricted personal leave days each calendar year without loss of pay.
2. During the first two (2) years of this Agreement, employees shall apply on an appropriate form at least 24 hours prior to taking personal leave. Effective July 1, 2014, applications for personal leave must be submitted on the appropriate form at least forty-eight hours prior to taking personal leave. The form or copy shall be returned to the employee.
3. In an emergency, the employee's immediate supervisor may grant personal leave with less than 24 hours notice. Effective July 1, 2014, the Superintendent or his designee may exercise discretion in granting personal leave with less than forty-eight hours notice under emergency circumstances.
4. Any employee who does not use all personal leave days from July 1 through June 30 shall receive for any remaining personal leave days, fifty dollars (\$50.00) per day for an 8 hour employee and twenty-five dollars (\$25.00) for employees less than 8 hours. Payment shall be paid by June 30 of each year.

C. JURY DUTY/COURT: Employees shall be granted court or jury duty leave during normal working hours without loss of salary; court leave being issued to appear. This leave shall not be charged against any other leave.

D. PREGNANCY LEAVE: A pregnant employee shall be entitled to use accumulated sick leave for maternity purposes two weeks prior to the anticipated delivery date for a period of six weeks following delivery. For medical reasons, a pregnant employee may use sick leave at any time during pregnancy. Should, for medical reason, an extension of time following delivery be required, sick leave may be used or the employee may request a maternity leave of absence under e., it otherwise eligible.

- E. **MATERNITY LEAVE:** A maternity leave of absence without pay or increment shall be granted to an employee who becomes pregnant and has completed at least one year of service in the Girard City Schools. Such leave of absence shall begin not earlier than two weeks prior to the anticipated delivery date and shall not exceed two years.
- F. **ADOPTION LEAVE:** An adoption leave of absence without pay or increment shall be granted to an employee who adopts a child provided he/she has completed at least one year of service in the Girard City Schools. Such leave of absence shall begin on the date of the adoption and not exceed two years.
- G. **STEP-CHILD LEAVE:** An employee who marries a person having children may take a leave of absence without pay or increment to become acquainted with his/her step-children provided he/she has completed at least one year of service in the Girard City Schools. Such leave of absence shall begin not earlier than one week prior to the marriage and shall not exceed one year.
- H. **PATERNITY LEAVE:** Male employees may have a one week leave of absence without pay upon the birth of a child.
- I. **ASSAULT AND/OR BATTERY LEAVE:** An area of common concern to the Association and the Board is the maintenance of orderly conduct within the schools in order that the educational program can accomplish its goals. The Board assures the Association that it will put its full support behind the discipline procedures and policies herein set forth. The Association and the Board recognize a mutual responsibility for the enforcement of such policies. When an assault and/or battery occurs, an employee has the right to defend himself/herself, and/or obtain assistance. The Principal should be immediately notified to call the police, parents of the student(s) involved, and the Superintendent. If the Principal is not available, an employee may call the police. As soon as possible, the affected employee shall report in writing to the Principal and the Superintendent of the facts. Members of the bargaining unit who are injured as a result of an assault and/or battery inflicted while performing school duties on school property, or while performing school duties on other premises, shall be granted a paid assault and/or battery leave by the Board in lieu of sick leave. The amount paid shall be reduced by the amount of Worker's Compensation received by the employee. In order to be eligible for assault and/or battery leave, the employee shall be required to submit a physician's verification that the condition exists as a result of the said assault and/or battery. Assault leave is limited to 30 days.
- J. **MILITARY LEAVE:** All employees shall be granted a leave of absence for military duty in accordance with Federal and State law.
- K. **FAMILY AND MEDICAL LEAVE ACT ENTITLEMENT:** A bargaining unit member is entitled to a total of twelve (12) work weeks of leave during any twelve month period for one or more of the following reasons:
1. The birth of a son or daughter and in order to care for son or daughter within one year;
 2. The placement of a son or daughter with the employee for adoption or foster care within one year of the child's arrival;

3. To care for the employee's spouse, son, daughter, or parent who has a serious health condition; or
4. Because of the employee's own serious health condition that renders the employee unable to perform the functions of the job. Where spouses are both employed by the same employer, the aggregate number of work weeks to which both may be entitled may be limited to twelve (12) during any twelve-month period of leave is taken (1) for the birth of a son or daughter; (2) for the placement of a son or daughter for adoption or foster care; or (3) to care for a parent who has a serious health condition. Employees seeking to use FMLA shall apply at the Superintendent's office for a Request for leave form.

a. **CONDITIONS** In the event a bargaining unit member has taken sick leave for any of the circumstances for which he/she applies for and receives an unpaid leave of absence, the period of sick leave shall be deducted from the twelve (12) week period for continuation, at Board expense, of health benefits during the otherwise unpaid leave of absence.

b. **RETURN FROM LEAVE** On return from leave, the employee is entitled to be restored to the position held when the leave began. Taking leave cannot result in the loss of any benefits accrued prior to leave, but benefits do not accrue during the period of the leave. The employer can require an employee to report periodically on his/her status and intention to return to work. The employee's return to work shall be subject to the provisions of the FMLA.

c. **LEAVE WITHOUT PAY:** Employees may request and be granted leave without pay with the express prior written approval of the appropriate supervisor and the superintendent on a form prepared for this purpose. This leave shall be for a maximum of two (2) years for illness, or one (1) year for personal (non-illness) reasons. Employees shall return to their same position on the salary schedule and with the same years of service.

5. Because of any qualifying exigency (as the Secretary shall, by regulation, determine arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Copies of the Family Medical Leave Act shall be made available to employees at each worksite.

L. **LEAVE PROCEDURES:**

1. **LEAVE APPLICATION:** Except as otherwise indicated in this section, application for a leave of absence or extension thereof, shall be made in writing to the Superintendent at least thirty (30) days prior to the proposed commencement of the leave, except in serious and unusual circumstances.
2. **FRINGE BENEFITS:** Employee on an approved leave of absence shall be permitted to continue in all fringe benefits upon payment to the Treasurer of the District the amount of the premiums monthly.

3. **REINSTATEMENT:** In all cases of unpaid leaves of absence, the employee shall give notice of intent to return to the former position at least thirty calendar days prior to the expiration of the leave.

8.9 SCHOOL CLOSING/CALAMITY DAYS:

Any employee required to work and working during the time of an emergency created by an Act of God, such as a tornado, flood, snowstorm, fog, etc. or a public calamity, requiring a school or schools to be closed to students shall be compensated at their rate of pay (straight time) for all hours worked during such emergency, in addition to Calamity Day Pay. An employee shall have the option to use compensatory time off in lieu, of premium pay. Compensatory time shall be granted at time and a half and must be taken on days when school is not in session within one year from the calamity day. Should schools be closed after an employee has reported to work the above procedure will be followed. Should the need arise to make-up days in accordance with the minimum school year requirement, those days shall be held without regard to any additional pay since the employees affected have already been paid for those days.

ARTICLE IX

REDUCTION IN FORCE

- 9.1. Where because of financial reasons, suspension of school buildings, changes in school territory, decreased enrollment of pupils, return of other employees from leave of absence, consolidation or abolishment of functions, curtailment of activities, the Employer determines it is necessary to reduce its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.
 - A. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as is practical, for employees who resign, retire, or otherwise vacate a position.
 - B. Prior to the Board instituting such reductions in the classified staff, the Board and the Association shall meet to discuss and determine the appropriateness of such reductions.
- 9.2. **SENIORITY** In any reduction, the concept of job classification seniority shall prevail. Seniority shall be determined by the employee's most recent date of hire with the Board in particular job classification (for reduction in force purposes only). Board approved leaves of absence shall not constitute an interruption of continuous service. In case of identical seniority, the most senior person shall be determined by lot.
- 9.3. **ORDER OF REDUCTION** When it has been determined that reduction is necessary, either district-wide, within a classification or within a department or building, temporary, intermittent, seasonal, provisional, or new employees in an initial probationary status shall be laid off first. Additional reductions shall begin with the least senior employee in any classification, department or building continuing in order of seniority until the reduction is complete.

- 9.4. **DISPLACEMENT RIGHTS** Any employee affected by such a reduction, whether directly or indirectly, shall be granted a displacement opportunity. Displacement shall be exercised on the basis of seniority. Any employee affected by such a reduction may displace a less senior employee within the same classification or in a lower or equivalent classification in the following order:
- (a) Within the same classification;
 - (b) Within the same classification series;
 - (c) Within a classification which has the same or similar duties as the classification from which the employee was laid off,
 - (d) Within the classification the employee held immediately prior to holding the classification from which the employee was laid off.
- 9.5. **NOTICE OF** Ten (10) working days prior to the effective date of any layoff, the Board shall prepare and post for inspection, in a conspicuous place, a list containing names, seniority dates and classification, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff, with a statement advising the employee of their displacement and reinstatement rights.
- 9.6. **VACANCIES DURING** Vacancies which occur during the period of reduction in force shall be offered to those employees working through using the procedure in Section 6.5, Vacancies and Job Posting. Vacancies which remain following this procedure shall be offered to or declined in writing by the employees standing highest on the appropriate reinstatement list before the next person on the list is considered. The employee shall be notified by certified mail addressed to the employee's last known address.
- 9.7. **RECALL RIGHTS** Any employee reduced in pay range or laid off shall retain recall rights for a period of two years during which time the Board shall not hire any new employee to any classification affected by a reduction until all employees reduced or laid off have been offered an opportunity to be reinstated. Reinstatement from the recall list shall be to the same or equivalent position and hours are previously held prior to layoff. If reinstated during this period, the employee shall retain all previous accumulated seniority, all rights related to salary, and fringe benefits.
- 9.8. **RECALL PROCEDURES** Upon recall, all employees shall be given notice at his/her last known address by certified mail. It shall be the employee's responsibility to keep the Board advised of his/her address. The employee shall notify the Board not more than five working days from date of receipt of the notice whether he/she will return. It shall be presumed that the employee will not return if there has been no notification to the contrary from the employee within ten calendar days of the mailing of the notice. An employee who fails to return shall have his/her name removed from the recall list and shall have no further rights as an employee of the Board.

ARTICLE X

STAFFING

- 10.1 **STAFFING LEVELS:** The Employer and Union shall strive to maintain the current staffing level as per the staffing as listed in the appendix unless there is a change in the configuration of the Girard City School District. Should the Employer or Union have suggestions with respect to alternate staffing when a job is vacant for any reason (resignation, retirement, death, discharge, etc.) the parties agree to meet (upon request of either party) to attempt to agree to such change. Should the parties be unable to agreed on alternate staffing, it

is agreed that the current staffing level will remain in effect for the term of this agreement. The position of baker will revert to an assistant cook whenever the baker position becomes vacant. The position of head custodian shall become a building custodian position when the head custodian position becomes vacant. Nothing herein will limit the employer's ability to change staffing by implementing the procedures for Reduction in Force, Article 6,8.

10.2 JOB DESCRIPTIONS

- A. **Job Descriptions.** The Association shall be furnished a copy of the job description of each classification covered under the terms of this contract as they are revised. All newly hired employees shall be furnished a copy of their job description upon hiring.
- B. **Changes in Job Descriptions.** The Union shall be notified of any job description changes to be made. A meeting date shall be established to review the changes. Should it not be mutually agreed upon, it may be grieved. The grievance process shall begin with the Board.
- C. **New Positions.** As new positions are created, a job description shall be established. A meeting date shall be established to determine the salary schedule. Should the parties be unable to agree, the Employer has the right to implement the salary schedule.

10.3 FILLING OF EXTRACURRICULAR DUTY POSITIONS

- A. A classified employee shall be permitted to apply and be considered for all paid extracurricular duties for which the Board provides supplemental contract (i.e., student activities, advisors, sports, coaches, etc.) posting shall be given to all classified employees.
- B. Where the paid position does not require a certified employee, all remaining positions shall be offered equally to certificated and classified employees. (i.e., ticket takers, gate watchers, door watchers, ticker sellers, etc.) at all activities. extracurricular duties for which the Board provides supplemental contract (i.e., student activities, advisors, sports, coaches, etc.) posting shall be given to all classified employees.
- C. Where the paid position does not require a certified employee, all remaining positions shall be offered equally to certificated and classified employees. (i.e., ticket takers, gate watchers, door watchers, ticker sellers, etc.) at all activities.

ARTICLE XI

SALARY PAYMENT POLICIES AND PROCEDURES

11.1 Placement of New Employees.

Newly hired bargaining unit employees' placement on the appropriate salary schedule shall be no higher than Step "0", unless otherwise stated in this Agreement.

11.2 Uniform Compensation.

Employees' compensation shall be uniform for like positions except for salary increments based on lengths of service.

11.3 Salary Increment Anniversary Date.

The anniversary date for salary schedule increments shall be July 1. Six months of employment shall be considered one year of service for salary purposes.

11.4 Payment of Salary Salaries for regularly employed personnel will be paid in twenty-four (24) equal installments on the 10th and 25th of each month. In the event a payday falls on a holiday, paychecks shall be issued the preceding day. If the calendar year has more than 2080 hours-260 days, employees shall be paid the additional days. All employees shall be paid by direct deposit.

11.5 Emergency Reporting Allowance.

A. Emergency Duty NO employee has the right to refuse an emergency duty. The employer shall determine what constitutes an emergency. Emergencies shall be defined as an event that poses an immediate threat to the health and welfare of students and/or employees or places property of the Board in peril.

B. An emergency allowance shall be paid to an employee under these circumstances:

1. If an employee is scheduled or notified to report for work in an emergency, he/she shall be provided with and assigned to a minimum work period equal to one-half the employee's normal work day (i.e., an 8 hour employee would be assigned to a minimum of 4 hours work).
2. In the event the employee reports for work and finds no assignment available, he/she shall be released from duty and credited with an emergency reporting allowance equal to one-half of said employee's per diem rate on the job.

11.6 Travel Allowance. Any unit member required to use their vehicle for Board business shall be reimbursed at the current board policy per mile rate. Employees who, because of their work assignment, must travel between buildings shall be reimbursed at the above rate. Mileage reports shall be submitted to the Superintendent's office by the tenth of each month for approval and authorization of payments for expenses incurred during the preceding month.

11.7 Payroll Deductions.

A. Credit Union

Payroll deductions for deposits in the Girard School Employees Credit Union shall be made twice a month. To acquire this service, an employee must file a request with the treasurer of the credit union, and have proper authorization forms on file in the treasurer's office. When an employee has a short pay as defined in 5 or fewer workdays, no credit union deduction will be made for any employee. When the pay period is 6 or more working days, the entire deduction, regardless of the amount of the take home pay, shall be deducted.

B. Tax-Sheltered Annuities

Employees may participate in a tax-sheltered annuity program. Enrollment changes for deductions by the Treasurer must be made by September 15 of each year to be effective the first pay in October. Proper authorization forms must be on file in the treasurer's office. Payroll deduction for a new carrier shall require participation by no fewer than three persons employed by the Board.

C. The Employer agrees to deduct from the wages of employees who is a member of the Union PEOPLE (Public Employees Organized to Promote Legislative Equality) as provided for in a written authorization. Such authorization must be executed by the employee in writing on the proper enrollment forms and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit monthly deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee for whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Deductions shall be made each pay period.

11.8 Retirement Pick-up. The Board will designate the mandatory contributions of all unit members to the School Employees Retirement System of Ohio in accordance with Internal Revenue Service Rulings 77-462, 81-35 and 81-36 although they will continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's gross income reduced by the current percentage amount of the employee's mandatory S.E.R.S contribution in determining the final salary, provided that no employee's total salary is increased by such pick-up, nor is the Board's total contribution to the S.E.R.S. is increased thereby.

ARTICLE XII

SALARY SCHEDULE

12.1 SALARY SCHEDULE FOR THE FOLLOWING YEARS WILL BE INCREASED TO:

2012-2013 0% increase

A one time lump sum stipend shall be paid to each bargaining unit employee included in the employee's first payroll in September, 2012. for the amount of \$250.00

2013-2014 1% increase

2014-2015 1% increase

Current employees employed before July 1, 2009, shall be paid the appropriate salary as provided in Appendix A and A1 retroactive to July 1, 2009.

Employees hired on or after July 1, 2009, shall be paid the appropriate salary as provided in Appendix B.

12.2 SALARY SCHEDULES FOR ALL POSITIONS ARE ATTACHED HERETO AND MADE A PART THEREOF

Cafeteria Bonus

Cafeteria employees shall be eligible for a bonus of 3% of each employee's salary under the following criteria:

- a. The cafeteria ends the school year with a positive bonus large enough to cover the 3% bonus.
- b. The cafeteria receives a positive evaluation based on Consumer Satisfaction Surveys distributed by the administration (see Appendix C)

Ten and One Half Month Secretaries

Salary schedule shall be based on their hourly rate of pay and shall be based on 1696 hours per year - 8 hours per day - 212 days per year – 40 hours per week – Monday through Friday.

Eleven Month Guidance Secretary

Guidance Secretary shall work a eleven month schedule based on their rate of pay and based on 1776 hours per year –8 hours per day - 222 days per year – 40 hours per week – Monday through Friday.

12 Month Secretary – While the incumbant secretary is employed, the salary schedule shall be based on their hourly rate of pay and shall be based on 2080 hours per year - 8 hours per day - 260 days per year. 40 hours per week - Monday through Friday - additional days in year shall be paid in those years when additional days occur. Upon the incumbant secretary’s separation from employment, the terms set forth in Article 7.4(B) shall be applicable and this provision shall be deleted.

Educational Assistants

Salary schedule shall be based on their hourly rate of pay and shall be based on 1288 hours per year - 7 hours per day -184 days per year –35 hours per week - Monday through Friday

Cafeteria Personnel - salary schedule shall be based on their hourly rate of pay and shall be based on 189 days per year.

Custodial/Maintenance Personnel

Salary schedule shall be based on their hourly rate of pay and shall be based on 2080 hours per year - 8 hours per day - 260 days per year - 40 hours per week - Monday through Friday. Additional days in year shall be paid in those years when additional days occur.

Transportation Personnel

Salary schedule shall be based on their hourly rate of pay and shall be based on 188 days per year. Minimum hours of 4.25 hours per day for Drivers and 5.25 hours for TCTC. (6 hours if transporting for the Charter School).

Transportation Personnel (Bus Mechanic Helper) - salary schedule shall be based on their hourly rate of pay and shall be based on 2080 hours per year - 8 hours per day - 260 days per year - 40 hours per week - Monday through Friday. Additional days in year shall be paid in those years when additional days occur.

Head Custodian

The Classification of Head Custodian shall cease to exist upon the severance from active service from the district by the employee currently holding the position of Head Custodian.

ARTICLE XIII

FRINGE BENEFITS

13.1 Paid Holidays

- A. Each of the following days shall be paid holidays provided that the 12 month employee has accrued earnings on his/her next preceding and his/her next following scheduled workdays before and after such holiday: Employee may not use sick days the day before and/or after a holiday except for when such sick leave is approved by the Superintendent or his designee or if sick leave was used as the result of a death in the immediate family.

New Year's Day
New Year's Eve
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
The day after Thanksgiving
The day before Christmas
Christmas Day

- B. Should any of the designated holidays specified in above fall on a Saturday, it shall be celebrated on the preceding Friday. Those holidays which fall on a Sunday, shall be celebrated on the following Monday.
- C. When Christmas falls on Thursday, the employee shall have the option to take the day before or the day after Christmas as a paid holiday. Employees must agree on the day and all employees shall take the same day off.
- D. All employees who work less than a twelve (12) month schedule shall receive ten (10) paid holidays.

13.2 Vacation

- A. All employees working twelve month per calendar year and who have completed one year of service shall be granted paid vacation, excluding legal holidays, as follows:

Length of Service Vacation

1 year	1 week (5 working days)
4 years	2 weeks (10 working days + one additional day per year)
9 years	3 weeks (15 working days)
14 years	18 working days
19 years	4 weeks (20 working days + one additional day per year)
24 years	5 weeks (25 working days maximum)

Vacation is a benefit which becomes available on the first day of the fiscal year in which it is to be used. To be eligible for the first year's vacation, a newly hired employee must have been employed as of January 1.

- B. Ten and one-half month employees who have completed ten years of service in the system shall receive three (3) days of vacation with no substitute provided and will not be carried over one year. Vacation must be used between September 15 and May 15 and cannot be used before and after a holiday. No two secretaries shall be off at the same time. Scheduling will be done by seniority.
- C. An employee may schedule his/her vacation by notifying his/her immediate supervisor not less than ninety-six (96) hours in advance provided that the time frame for his/her school or department is open. Individual emergencies will be handled on an individual basis. When there are more than four (4) employees in a building, not more than two (2) employees may be on vacation at the same time. Seniority shall have preference.
- D. Vacations can be taken anytime during the year. Vacation carry over shall be limited to a maximum of three (3) weeks (fifteen (15) working days) but no more than four weeks are to be granted in succession. During the summer months, as established by the Board calendar, employees shall be permitted to take a maximum of four weeks (twenty working days).
- E. All regular short hour and regular full time employees shall be entitled to paid vacations as indicated in Sections a. and b. Vacation pay shall be according to the appropriate years of service and the number of hours per day the unit member is regularly scheduled.
- F. An employee must have used all accumulated vacation leave before leaving the service of the Board. No payment will be made for vacation accumulation not used, unless the employee was not afforded the opportunity to use the vacation.
- G. Any employee who becomes ill, hospitalized, or has a death in the family, while on vacation may convert vacation time to sick leave and be eligible to take the rest of their vacation at a later time.
- H. An employee who is serving a probationary period shall not be permitted to take vacation leave during the probationary period except as provided in (10.2(c) for emergencies.

13.3 Hospitalization Major Medical Insurance

All full-time classified employees working thirty-six (36) or more hours per week shall receive hospitalization/major medical insurance, prescription, dental and vision, either single or family coverage. Employees working twenty (20) to thirty-five (35) hours per week shall be granted single coverage of the above. Such employees may purchase family coverage by paying the difference between single and family coverage by the 20th day of the preceding month.

Employees shall contribute a monthly premium payment as follows:

- 2012-2013: Employees hired prior to July 1, 2008 - 5%
Employees hired after July 1, 2008 - 10%
- 2013-2014: Employees hired prior to July 1, 2008 - 5%
Employees hired after July 1, 2008 - 10%
- 2014-2015: Employees hired prior to July 1, 2008 - 10%
Employees hired after July 1, 2008 - 10%

Contributions to premium will be based on 100% of the Consortium premium rate.

Employees may elect to have premium payments deducted through a per-pay basis through a premium pass through process utilizing an IRS qualified Section 125 plan. Should the Consortium demand a premium payment from the employees that is greater than the agreed to amounts, the Board shall reimburse the employees in a mutually agreeable manner any amount employees pay in excess of the agreed to amounts.

13.4 Contract Year/Choice of PPO

The contract year for health (medical), prescription, dental, and vision insurance shall be July 1 - June 30. Eligible employees hired prior to July 1, 2008 shall choose among PPO 1, PPO 2, or PPO 3. Eligible employees hired after July 1, 2008 shall choose between PPO 2 and PPO3.

13.5 Medial and Prescription Insurance Plan

Effective July 1, 2009, the Board shall provide a health insurance plan contracted through the Trumbull County Schools Insurance Consortium. A summary packet of benefits shall be provided to each employee. All Consortium provisions/requirements shall be in effect during this Agreement. Provisions/requirements include, but are not limited to changes to criteria, benefits, spousal language, the birth date provision, opt out, health assessment (if required), PPO choices, coverages, etc.

13.6 Dental and Vision Coverage

The Board shall provide dental and vision coverage to employees based on eligibility criteria.

13.7 Spousal Coverage

Spousal coverage under any of the PPO plans will be provided only upon proof that the spouse does not have other insurance coverage available to him/her or cannot secure single coverage from his/her employer, retirement system, or other source based on the amount specified by the Consortium. If the spouse can secure single coverage for the amount specified by the Consortium (or less), he/she must enroll in that coverage. Falsification of spousal coverage information shall be grounds for discipline, including termination and shall void insurance coverage. Should the Consortium eliminate spouses from coverage, employees will not be able to acquire coverage for a spouse through the District.

13.8 Insurance in Lieu of: Opting Out

Employees may choose to opt out of insurance coverage at the maximum rate permitted by the Trumbull County Schools Insurance Consortium. Employees who choose to opt out shall be paid twice per school year, in the second pay in January and the second pay in June. Employees may elect that payment be made through and IRS approved 125 plan. The election to opt out must be selected during the annual enrollment period only. Should the Consortium eliminate the ability to opt out, employees shall no longer be permitted to opt out.

13.9 Term Life Insurance

The Board shall pay 100% of the premium cost for the above in the amount of \$50,000, for each classified employee.

13.10 Definition of Hours

The hour limitation specified for eligibility in the above insurance coverage's shall mean hours regularly scheduled.

13.11 Health Care Task Force

The parties agree to establish a Health Care Task Force to review changes to the plan should changed be made by the Consortium. The Task Force shall consist of equal representation from the Board and the Association. Through the Task Force, the Association shall have the opportunity and potential changes and provide input about those changes to the Board.

ARTICLE XIV
GENERAL PROVISION

14.1 Sub-Contracting

The employer shall not contract out any work presently performed by the bargaining unit. This shall not preclude the use of temporary employees or independent contractors as long as the employees do not have the equipment or training to perform the work. The union would be informed and have the ability to discuss any outside persons doing work in the Girard City Schools before bringing them in to do any work.

14.2 Association Security and Dues/Fees Deductions

- A. OAPSE Chapter No. 425 and the Girard City School Board of Education agree that each and every classified full-time and short-hour employee in the recognized bargaining unit should contribute equally toward the cost of administration of the classified employees in the described bargaining unit by OAPSE.
- B. All classified employees whether they are employed by the Board as regular full-time or regular short-hour employees and who are eligible to hold membership in OAPSE Chapter No. 425, shall become either:
 - 1. A member of OAPSE Chapter No. 425 and execute an authorization for dues deductions on a form provided by OAPSE.
 - 2. In the alternative, the Board Treasurer shall deduct from the salaries of the employee's, not applying for membership, a service fee in the amount set forth in written notification by the OAPSE Chapter 425 Treasurer, such notice to be provided no later than September 5 of each school year. Such fee shall be required as a condition of employment following the probationary period provided in this contract.
 - 3. Any employee who had been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Association dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the Association State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject each employee to the same as would non-payment of Union dues under the contract.

4. In no case shall the monthly service fee be in excess of the regular OAPSE membership dues.
- C. All bargaining unit members shall either authorize payroll deduction for the payment of dues or remit payments directly to the Chapter N. 425 Treasurer.
- D. Such deductions shall be made in twenty equal installments beginning with the last pay in September. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee. An employee may withdraw membership during a ten day period from August 22 through August 31. Should a member withdraw during this withdrawal period, the Board Treasurer shall then deduct according to Section b. 2.
- E. Payroll deduction shall occur immediately upon request, or in the case of new employees, following the probationary period. Deduction for union dues shall be over 20 pays.
- F. The Board Treasurer shall forward to the OAPSE State Treasurer the amount of the State/Local dues/fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the Local Treasurer. This shall be done within ten working days following each deduction.
- G. The Association shall defend and indemnify the Girard City Schools, the Board of Education, the Treasurer, their officers, members, agents and assignments in both their individual and official capacities and hold them harmless against any and all claims, demands, suits, or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken by the Girard City Schools for the purposes of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Association shall retain control of and appointments of legal counsel for defense and indemnification purposes.

14.3 Civil Service Rules of No Effect The Girard Civil Service Commission shall have no jurisdiction over employees whose wages, terms and conditions are regulated by this contract, except, as specifically set forth in O.R.C. 4117. The employer shall have the right to appoint current employees of their choice into a vacant position at Step 0.

ARTICLE XV

NO-STRIKE

15.1 The Union does hereby affirm and agree that during the term of this Agreement, it will not either directly or indirectly call any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

- 15.2 In addition, the Union shall actively discourage and attempt to prevent any violation of this article. The Union shall immediately notify all employees that the strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.
- 15.3 The Employer agreed, for the term of this agreement, it will not lockout any employee.

ARTICLE XVI

CONFORMITY OF LAW

- 16.1 If the enactment of legislation's, or any determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provision of the Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.
- 16.2 In the event of a determination pursuant to this Article, the Employer and the Union shall meet within thirty (30) days to attempt to negotiate a lawful substitute provision.

ARTICLE XVII

TOTAL AGREEMENT

- 17.1 This Agreement represent the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices and presently in effect may be modified or discontinued.

SALARY SCHEDULE				
Building Custodian				
		\$13.21	\$13.34	\$13.47
YEARS	INDEX	2012-2013	2013-2014	2014-2015
0	1.05	\$13.87	\$14.00	\$14.14
1	1.11	\$14.66	\$14.81	\$14.95
2	1.16	\$15.32	\$15.47	\$15.62
3	1.21	\$15.98	\$16.14	\$16.30
4	1.26	\$16.64	\$16.81	\$16.97
5 TO 9	1.31	\$17.31	\$17.47	\$17.65
10 TO 14	1.37	\$18.10	\$18.27	\$18.45
15 TO 19	1.46	\$19.29	\$19.48	\$19.67
20 TO 24	1.52	\$20.08	\$20.28	\$20.47
25+	1.57	\$20.74	\$20.94	\$21.15
Head Custodian				
		\$13.21	\$13.34	\$13.47
YEARS	INDEX	2012-2013	2013-2014	2014-2015
0	1.08	\$14.27	\$14.41	\$14.55
1	1.15	\$15.19	\$15.34	\$15.49
2	1.2	\$15.85	\$16.01	\$16.16
3	1.25	\$16.51	\$16.68	\$16.84
4	1.3	\$17.17	\$17.34	\$17.51
5 TO 9	1.36	\$17.97	\$18.14	\$18.32
10 TO 14	1.42	\$18.76	\$18.94	\$19.13
15 TO 19	1.48	\$19.55	\$19.74	\$19.94
20 TO 24	1.55	\$20.48	\$20.68	\$20.88
25 TO 29	1.58	\$20.87	\$21.08	\$21.28
30	1.65	\$21.80	\$22.01	\$22.73
32	1.72	\$22.72	\$22.94	\$23.17
35	1.79	\$23.65	\$23.88	\$24.11
Maintenan Custodial Grounds				
		\$13.21	\$13.34	\$13.47
YEARS	INDEX	2012--2013	2013-2014	2014-2015
0	1.09	\$14.40	\$14.54	\$14.68
1	1.16	\$15.32	\$15.47	\$15.63
2	1.21	\$15.98	\$16.14	\$16.30
3	1.26	\$16.64	\$16.81	\$16.97
4	1.31	\$17.31	\$17.48	\$17.65
5 TO 9	1.37	\$18.10	\$18.28	\$18.45
10 TO 14	1.43	\$18.89	\$19.08	\$19.26
15 TO 19	1.52	\$20.08	\$20.28	\$20.47
20 TO 24	1.59	\$21.00	\$21.21	\$21.42
25+	1.64	\$21.66	\$21.88	\$22.09

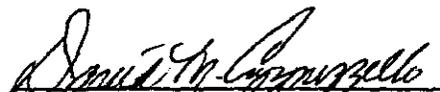
SALARY SCHEDULE					
Skilled	Maintenan				
		\$13.21	\$13.34	\$13.47	
YEARS	INDEX	2012-2013	2013-2014	2014-2015	
0	1.18	\$15.59	\$15.74	\$15.89	
1	1.24	\$16.38	\$16.54	\$16.70	
2	1.3	\$17.17	\$17.34	\$17.51	
3	1.35	\$17.83	\$18.01	\$18.18	
4	1.44	\$19.02	\$19.21	\$19.40	
5 TO 9	1.51	\$19.95	\$20.14	\$20.34	
10 TO 14	1.58	\$20.87	\$21.08	\$21.28	
15 TO 19	1.66	\$21.93	\$22.14	\$22.36	
20 TO 24	1.74	\$22.99	\$23.21	\$23.44	
25+	1.8	\$23.78	\$24.01	\$24.25	
Assistant	Custodians Grounds				
		\$13.21	\$13.34	\$13.47	
YEARS	INDEX	2012-2013	2013-2014	2014-2015	
0	1.025	\$13.54	\$13.67	\$13.81	
1	1.075	\$14.20	\$14.34	\$14.48	
2	1.125	\$14.86	\$15.01	\$15.15	
3	1.175	\$15.52	\$15.67	\$15.83	
4	1.225	\$16.18	\$16.34	\$16.50	
5 TO 9	1.275	\$16.84	\$17.01	\$17.17	
10 TO 14	1.335	\$17.64	\$17.81	\$17.98	
15 TO 19	1.4	\$18.49	\$18.68	\$18.86	
20 TO 24	1.45	\$19.15	\$19.34	\$19.53	
25+	1.5	\$19.82	\$20.01	\$20.21	

SALARY SCHEDULE					
12-Month	Secretary				
		\$11.21		\$11.32	\$11.43
YEARS	INDEX	2012-2013		2013-2014	2014-2015
0	1.00	\$11.21		\$11.32	\$11.43
1	1.05	\$11.77		\$11.89	\$12.00
2	1.10	\$12.33		\$12.45	\$12.57
3	1.15	\$12.89		\$13.02	\$13.14
4	1.20	\$13.15		\$13.58	\$13.72
5 TO 9	1.26	\$14.12		\$14.26	\$14.40
10 TO 14	1.34	\$15.02		\$15.17	\$15.32
15 TO 19	1.41	\$15.80		\$15.96	\$16.12
20 TO 24	1.48	\$16.59		\$16.75	\$16.92
25 TO 29	1.51	\$16.92		\$17.09	\$17.26
30 TO 31	1.65	\$18.49		\$18.68	\$18.86
32+	1.72	\$19.27		\$19.47	\$19.66
11-Month	Secretary	222 Days			
		\$11.21		\$11.32	\$11.43
YEARS	INDEX	2012-2013		2013-2014	2014-2015
0	1.00	\$11.21		\$11.32	\$11.43
1	1.05	\$11.77		\$11.89	\$12.00
2	1.10	\$12.33		\$12.45	\$12.57
3	1.15	\$12.89		\$13.02	\$13.14
4	1.20	\$13.45		\$13.58	\$13.72
5 TO 9	1.26	\$14.12		\$14.26	\$14.40
10 TO 14	1.34	\$15.02		\$15.17	\$15.32
15 TO 19	1.44	\$16.14		\$16.30	\$16.46
20 TO 24	1.51	\$16.92		\$17.09	\$17.26
25+	1.56	\$17.48		\$17.66	\$17.83
Secretary	212 Days				
		\$11.21		\$11.32	\$11.43
YEARS	INDEX	2012-2013		2013-2014	2014-2015
0	1.00	\$11.21		\$11.32	\$11.43
1	1.05	\$11.77		\$11.89	\$12.00
2	1.10	\$12.33		\$12.45	\$12.57
3	1.15	\$12.89		\$13.02	\$13.14
4	1.20	\$13.45		\$13.58	\$13.72
5 TO 9	1.26	\$14.12		\$14.26	\$14.40
10 TO 14	1.34	\$15.02		\$15.17	\$15.32
15 TO 19	1.44	\$16.14		\$16.30	\$16.46
20 TO 24	1.51	\$16.92		\$17.09	\$17.26
25+	1.56	\$17.48		\$17.66	\$17.83

DURATION

1. All parties hereto certify that they have read and examined this Agreement and that they have ratified and executed this Agreement with the full knowledge of its contents and provisions.
2. This Agreement shall become effective at 12:01 on July 1, 2012 and continue in full force and effect until midnight, June 30, 2015.

**GIRARD
BOARD OF EDUCATION**


**DAVID CAPPUZZELLO
SUPERINTENDENT**


**MARK BELLO
TREASURER**

August 2, 2012
RATIFICATION DATE

**OAPSE/AFSCME/AFL-CIO
LOCAL 425 GIRARD**


**JOANN JOHTONY
PRESIDENT**


**TERESA CARDIERO
VICE-PRESIDENT**


**WILLIAM PADISAK, JR.
OAPSE FIELD REPRESENTATIVE**

July 25, 2012
RATIFICATION DATE