

MASTER AGREEMENT

between the

**STOW-MUNROE FALLS CLASSIFIED EMPLOYEES'
ASSOCIATION/OEA/NEA**

and the

**STOW-MUNROE FALLS CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

For an agreement with a duration of

July 1, 2022 – June 30, 2025

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ARTICLE 1. RECOGNITION

1.01 RECOGNITION STATEMENT

The Stow-Munroe Falls City School District Board of Education, "Board", hereby recognizes the Stow-Munroe Falls Classified Employees Association (SMFCEA), an OEA/NEA affiliate, "Association," as the sole and exclusive representative for the purpose of collective bargaining as defined in R. C. Chapter 4117.

1.02 BARGAINING UNIT DEFINED

The bargaining unit shall include all regular employees, currently employed or to be employed, in the following Departments:

- Secretarial/Clerical
- Custodial/Maintenance
- Assistants/Monitors
- Food Service
- Transportation

Hereinafter, employee(s) in the defined bargaining unit will be referred to as Members of the Bargaining Unit (MBU).

The following positions are excluded from the bargaining unit:

- Administrative Assistant to the Assistant Superintendent/Director of Human Resources
- Administrative Assistant to the Director of Operations/Business Manager
- Administrative Assistant to the Superintendent
- Administrative Assistant to the Director of Teaching and Learning
- Administrative Assistant to the Director of Special Services
- Administrative Assistant to the Treasurer
- Account Clerk(s) in the Treasurer's Office
- Payroll Clerk(s) in the Treasurer's Office
- Food Service Supervisor
- Joshua's Assistant
- Maintenance/Custodial Supervisor
- Transportation Supervisor
- EMIS Supervisor
- Central Office Receptionist/Registration
- Central Office Assistant
- Assistant Treasurer

1.03 EMPLOYEE RIGHTS

- A. All employees included in this bargaining unit are entitled to all rights, benefits, and privileges of this Agreement unless otherwise specified.
- B. Both parties agree that all employees have the right to join, participate in, and assist the Association, and the right to refrain from such without intimidation or coercion. Membership in any organization shall not be a condition of employment for any active employee.
- C. All newly created classifications within any Department which are similar to job classifications within the bargaining unit, shall become a part of the bargaining unit and covered by and subject to the terms and provisions of this Agreement.
- D. The Board shall notify the Association in writing when a new position is created or when the job responsibilities of an existing position or classification are substantially changed. Within ten (10) days of such notice, the Association may request bargaining concerning the appropriate rate of pay for the new position. The Board retains the right to implement a proposed wage rate pending such negotiations.

1.04 CIVIL SERVICE EXEMPTION

SMFCSD is not a civil service school district.

ARTICLE 2. DEFINITIONS

2.01 ACTIVE PAY STATUS

The act of being on the payroll through doing regular work, receiving vacation pay, being on a paid leave of absence, or other (i.e., not in a pay deduct, not on RIF or layoff, or on an unpaid leave of absence).

2.02 ASSOCIATION REPRESENTATIVE

Any elected or appointed Association official.

Department representatives for grievance, negotiations, labor management, chairpersons, and OEA, NEA, NEOEA delegates. Names submitted to the Superintendent, Treasurer or their designee after election or appointment.

2.03 BANQUET/CATERING

An activity that requires the set-up and serving of food (deli trays, coffee and cookies or doughnuts, etc.).

2.04 CALL-BACK

Being called back in to work after having left the job site after having completed the regularly scheduled workday.

2.05 CALL-IN

Being called in to work prior to the start of the regularly scheduled workday and working through the regularly scheduled starting time.

2.06 CLASSIFICATION

Position on the pay schedule within a Department.

2.07 “COMP” TIME

Time off earned in lieu of authorized overtime pay.

2.08 DAYS

Unless otherwise stated, “days” shall be workdays.

2.09 DEPARTMENT

Departments shall be as follows: Secretarial/Clerical, Custodial/Maintenance, Assistants/ Monitors, Food Service, Transportation.

2.10 DEPARTMENTAL MOVEMENT

A job change from one department to another.

2.11 DOWNWARD MOVEMENT

A job change to a lower classification within the active employee's present Department.

2.12 DUAL EMPLOYMENT

Dual employment is employment in separately posted positions.

2.13 EXTENSION OF HOURS

An approved increase in job hours for an active employee within the classification or department.

2.14 GRIEVANCE

A “grievance” is a claim by a bargaining unit member(s) or the Association that there has been a violation, misinterpretation, or misapplication of this Agreement.

2.15 GRIEVANT

A grievant is the MBU(s) or Association making the claim, including their designated representatives as provided for herein that there has been a violation, misinterpretation, or misapplication of the Agreement.

2.16 JOB COACHING

When an Assistant travels with a student to an off-school site.

2.17 JOB DESCRIPTION

A comprehensive summary of the responsibilities assigned to each job title.

2.18 LOCAL GRIEVANCE COUNCIL

Fourth step of the grievance procedure.

2.19 LATERAL MOVEMENT

A job change within the same classification.

2.20 LAYOFF

A person who, as a result of a Reduction In Force, is an inactive employee and is no longer eligible for any Board paid Benefits beyond the end of the month in which the layoff occurs.

2.21 OCCASIONAL WORK

An opportunity to occasionally earn extra money when filling in for an absent active employee.

2.22 PROBATIONARY EMPLOYEE

A newly hired MBU who has not yet completed the probationary period of 90 days.

2.23 PROTECTED POSITION

Are set forth in Article 13.08(G)

2.24 PROMOTIONAL MOVEMENT

A job change to a higher classification within the present Department.

2.25 RECALL

Inactive employees reduced in force, eligible for re-employment with the school district. If a MBU declines a position of equal or greater hours, such a recall declination shall constitute a voluntary resignation.

2.26 REDUCTION IN FORCE

Reduction of the number of the bargaining unit members or a reduction in the number of hours in a job classification or a position for lack of funds or lack of work. Employees reduced in force are inactive and do not earn department or District seniority. Reduced in Force Employees who substitute on a casual basis, shall be paid at the substitute rate.

2.27 REGULAR MBU's

All active employees hired by the Board for newly established or existing bargaining unit positions (e.g., not an employee reduced in force).

2.28 REGULAR RATE

An active employee's regular hourly pay rate.

2.29 REGULAR WORK

Work performed by an actively working employee, not a substitute, and not working while on RIF or lay-off.

2.30 SENIORITY/DEPARTMENT

Length of service within a Department as an active employee. (RIF or laid off employee's status determined in accordance with Section 2.25).

2.31 SENIORITY/DISTRICT

Length of continuous service within the District as an active employee. (RIF or laid off employee's status determined in accordance with Section 2.25).

2.32 SENIORITY LIST

Reflects each employee's Department and District Service date as certified by the District and the Association. (RIF or laid off employee's status determined in accordance with Section 2.25).

2.33 SUBSTITUTES

Non-bargaining unit members hired to fill bargaining unit positions on a temporary basis. This includes persons on Reduction in Force status who are paid the substitute rate while substituting.

2.34 TRAINER

An active employee assigned to train another MBU or substitute.

2.35 UNIT/BARGAINING UNIT

Those employees defined in Article 1 of the Negotiated Agreement.

2.36 VACANCY

A vacancy is a permanent job opening which is either newly created or which is unfilled due to the death, retirement, resignation, termination, lateral, downward or promotional movement of the incumbent, and which the Administration will post within three (3) days, provided the Board determines that such vacancy should be filled.

2.37 VACANCY (Temporary)

A temporary vacancy is an encumbered job opening held by an active employee on a leave of absence to which the incumbent is expected to return; or a position awarded to an active employee who is working in a protected position. Temporary vacancies expected to last sixty (60) days or longer shall be posted for qualified active employees within three (3) days only once.

Active employees who fill temporary positions are not "reduced in force" (RIF'd) when the regular permanent employee returns to the position. Inactive employees who are on the recall list and who fill temporary positions return to the recall list. An inactive employee may fill a temporary position but must be paid at the substitute rate. Reduced in Force Employees who are awarded a temporary vacancy and work 60 days or more in the same position will receive regular pay and all local benefits and privileges starting on the 61st day.

2.38 YEAR

The fiscal year, which is July 1 to June 30.

2.39 YEAR-ROUND PAY

Payment of wages in 26 installments over the course of a year.

ARTICLE 3. NEGOTIATION PROCEDURE

3.01 BARGAINING TEAM

Negotiations will be conducted through meetings of negotiators selected by the Board and negotiators selected by the Association. The Association team shall have one (1) representative from each Department plus the Association President and the OEA Labor Relations Consultant. The Board shall have no more members on their team than the Association.

3.02 SCOPE OF BARGAINING

The scope of negotiations shall be wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of existing provisions of this Agreement.

3.03 BARGAINING TIME LINES

If either party to this Agreement desires to negotiate a successor Collective Bargaining Agreement, it shall, no sooner than one hundred twenty (120) calendar days prior to the expiration date of this Agreement, serve written notice upon the other of such desire. Notification from the Association shall be served upon the Superintendent, Treasurer or his/her designee, and from the Board shall be served upon the Association President. A copy of the notice sent to the State Employment Relations Board (SERB) will suffice as notification under this Article.

Within fifteen (15) calendar days after the receipt of such notice, an initial bargaining session will be held, at which time either party may submit, in writing, its proposals and, thereafter, no additional items shall be submitted by either party unless by mutual consent.

Prior to the expiration of this Agreement any release prepared for the news media shall be approved by both parties.

The Association Negotiating team will be released from their regular duties to attend scheduled negotiation sessions. No overtime shall be claimed or paid for time spent in negotiations.

3.04 SUBMISSION OF ISSUES

Proposals shall, in form and detail, specify that to which agreement is sought, in terms acceptable to the proponent, without clarification or supplementation which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto. Topical listings ("laundry list") shall constitute a clear failure of compliance with this requirement and may be disregarded.

3.05 AGREEMENT

- A. Final agreement reached through negotiations shall be reduced to writing and presented to the Association for approval. The Association President shall notify the Superintendent, Treasurer or his/her designee of the action taken by the Association. If the agreement is approved by the Association, the Superintendent, Treasurer or his/her designee shall present it to the Board for approval. If approved by both parties, the Agreement shall be signed on behalf of the parties.
- B. During the course of negotiations, each item agreed to shall be reduced to writing and initialed by representatives for each negotiating team. Each item agreed to shall become a part of the tentative agreement, subject to ratification by both parties.
- C. After a tentative agreement has been reached, it shall be submitted to the bargaining unit members for ratification by the Association. The Association may elect not to hold a notification meeting during the summer months. After ratification by the Association, the tentative agreement will be submitted to the Board for ratification within ten (10) workdays.

3.06 IMPASSE

If agreement is not reached, not less than fifty (50) calendar days prior to the expiration of this Agreement, either party may request the assistance of a mediator. The mediator shall be obtained from the Federal Mediation and Conciliation Services (FMCS) [or the Bureau of Mediation, if the services of FMCS are not available] in accordance with its rules and regulations. The parties agree that mediation through the FMCS offices shall be the parties' mutually agreed upon Dispute Resolution Procedure and the parties hereby waive the right to use any other Dispute Resolution Procedure, including procedures contained in Ohio Revised Code Section 4117.14. The parties agree to continue mediation until an agreement is reached; provided, however, that upon the expiration of this Agreement, the Association retains the right to strike in accordance with Ohio Revised Code Section 4117.14(D)(2).

3.07 AMENDMENTS

This Agreement may be amended, suspended, or abridged by mutual agreement of the Association and the Board.

3.08 IN-TERM NEGOTIATIONS

On request of the Board or the Association, following any action by the Ohio General Assembly, changes in Federal Law, changes in the financial status of the District, affecting any agreement or part thereof in effect, renegotiation shall occur on any or all of those parts of the Agreement affected by such actions. Procedures followed will be those contained in Article 3, Sections 3.01, 3.03.-B, 3.04 and 3.05, above.

If during the life of this Agreement, bargaining is necessary due to impact, severability, or a specified reopener provision in this Agreement, the parties shall meet and bargain. If in-term bargaining does not result in agreement between the parties within forty-five (45) days of the first bargaining session, either party may request the services of a mediator through the FMCS. All other terms and conditions of the Agreement shall remain in force.

If agreement cannot be reached after receiving services of a mediator for a period of forty-five (45) days, the status quo shall be maintained and shall not be subject to change within the remainder of the Agreement or be the subject of future bargaining during the term of the Agreement.

ARTICLE 4. GRIEVANCE PROCEDURE

4.01 PURPOSE

The purpose of the Grievance Procedure is to attempt to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

4.02 TIME LIMITS

- A. The number of actual working school days considered in each step is a maximum unless extended by written agreement of both parties.
- B. Failure to answer the grievance at any step within the applicable time limit shall automatically advance the grievance to the next step.
- C. Either party shall be allowed one (1) automatic extension of time limits contained in this Article per grievance; however, such an extension cannot be used to extend the status of limitations (Article 4, Section 4.05(B)).

4.03 GUIDELINES

The Board and/or its representatives shall cooperate in the investigation of any grievance. All grievances shall be filed at the lowest possible level which will afford complete relief. Thus, the grievance shall be filed with the lowest level Administrator with authority to grant the relief requested. Failure to file at the lowest level will not cause a grievance to be denied, but may cause the Administrator to return the grievance to the Association or MBU so that it may be filed at the proper step. If this occurs, new time lines will begin on the date of the notification, which requires the refiling at the lower level.

4.04 REPRESENTATION

The Association has the exclusive right to file grievances and be present at all steps of the grievance procedure. Only authorized Association representatives may represent an aggrieved person during any stage of this Grievance Procedure. There shall be a limit of two (2) representatives for each party, which does not include the person in front of whom the grievance is being heard for the Board or the OEA representative for the Association. The Association shall receive copies of all communications in the processing of grievances and copies of grievance settlements and may be present at all steps of the Grievance Procedure. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. The Association or grievant may withdraw a grievance at any step of the Grievance Procedure, and such withdrawal shall not be prejudicial to the positions taken by the parties. The Association President will be notified of all pre-disciplinary/disciplinary meetings and the Association shall have the right to be present.

4.05 PROCEDURE

- A. Any dispute which is the subject of a grievance shall be resolved through the Grievance Procedure of this Agreement.
- B. Step One: Informal Grievance Procedure and Association Grievance Committee
 - 1. An informal step initiates the Grievance Procedure. In Step One, the Grievant shall try to resolve the alleged grievance through informal discussion with their Immediate Administrative Supervisor. The Grievant shall make every effort to inform his/her Immediate Administrator or Supervisor of the possible grievance within five (5) working days of its occurrence. The Immediate Administrator or Supervisor shall provide a response to the Grievant, either verbally or in writing, within ten (10) working days that it is brought to his/her attention. A grievance must be filed within thirty (30) working days of knowledge by the Association of its occurrence or it no longer exists. Knowledge includes any public action or notification taken by the Board or its agents.
 - 2. A grievance not resolved at Step One must be processed by the Grievant through the Association Grievance Committee before advancing to Step Two.
 - 3. The Grievance Committee chairperson will notify the Superintendent or designee in writing of any grievance up for review.

C. Step Two: Superintendent's Designee

1. If the grievance is not resolved in Step One, then, not later than twenty-one (21) days after such informal meeting, the Grievant shall present his/her formal grievance by submitting a completed Step Two Grievance Report Form to the Superintendent's designee.
2. The date of the occurrence, a statement of the nature of the grievance, the policies, rules and/or sections of the Agreement allegedly violated, and the relief sought shall be stated on this form.
3. Within seven (7) days of the receipt of the Step Two Grievance Report Form, the Superintendent's designee shall meet with the Grievant and his/her representative(s).
4. Within seven (7) days of this meeting, the Superintendent's designee shall indicate in writing his/her disposition of the grievance by completing his/her portion of the Step Two Grievance Report Form and forwarding it to the Grievant.

D. Step Three: Superintendent

1. If the Grievant is not satisfied with the disposition made by the Superintendent's designee, then the Grievant shall advance the Grievance within seven (7) days and submit the grievance to the Superintendent or his/her designee.
2. Within seven (7) days of receipt of the Grievance Report Form for Step Three, the Superintendent or his/her designee shall meet with the Grievant and his/her representative(s).
3. Within seven (7) days of this meeting, the Superintendent or his/her designee shall indicate in writing his/her disposition of the Grievance and forwarding it to the Grievant with a copy to the Association President and to OEA.

E. Step Four: LOCAL GRIEVANCE COUNCIL (LGC)

If the Association is not satisfied with the disposition made by the Superintendent, then the Association shall advance the Grievance within seven (7) days and submit the grievance to the Local Grievance Council.

1. Composition

A Committee of three (3) employees appointed by the Superintendent and (3) three local Association members appointed by the Association's President.

2. Procedure

The Council shall meet to discuss the grievance and attempt to resolve it. If the Council cannot resolve the grievance, a Federal Mediator from FMCS may be called by either the Association or Administration to mediate the dispute. Such mediation will last no longer than one day. A vote of at least four members of the council to deny the grievance shall prevent the grievance from proceeding to arbitration. Otherwise, the grievance will proceed to Step Five. A grievance denied by the LGC shall not be advanced to arbitration.

3. All proceedings of the Council are strictly confidential.

F. Step Five

1. In the event that a Grievance is not denied by the LGC at Step Four, the Association will have the exclusive right to determine whether to proceed to the arbitration. The Association may submit to the American Arbitration Association (AAA) a request in writing on behalf of the Grievant that the Grievance be submitted to arbitration within twenty (20) days of receipt of the response at Step Four.
2. The notice to arbitrate shall be sent to the Superintendent or his/her designee. The arbitrator shall be selected by the rules of the AAA.

4.06 CONDUCT OF ARBITRATION

The conduct of the arbitration shall be governed by the rules of AAA. The person so selected as Arbitrator shall hold the necessary hearing promptly. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, subtract from, or modify the language therein in arriving at a determination of any issue(s) presented. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issues(s) not so submitted, or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Board and the Grievant.

4.07 COSTS OF ARBITRATION

The costs for the arbitrator and the hearing room shall be shared equally by the Board and the Association.

4.08 REPRISALS

No reprisals of any kind shall be taken by the Board or any member of the Administration against the aggrieved person, any school representative, any Grievance Committee member, or any other participant in the Grievance Procedure because of their participation. If, in the opinion of a Grievant, reprisals have occurred, the Grievant may initiate a new grievance.

ARTICLE 5. MBU RIGHTS

5.01 PERSONNEL RECORDS

- A. Only one (1) official personnel file shall be maintained for each MBU. The file shall include, but not be limited to, work performance, discipline, and routine personnel data. A copy of each shall be sent to the MBU. A record shall be kept of those who reviewed the file and the date of the review.
- B. Any request made by an individual other than a Board authorized official, Association President, OEA Staff Representative or the MBU to review the MBU's personnel file shall be treated as a public record request and responded to in accordance with R. C. 149.43. If such request is made, the MBU shall be notified within ten (10) days.

- C. Personnel records shall be maintained and destroyed in accordance with the record retention schedule adopted in accordance with R. C. 149.41.
- D. If an MBU disputes the accuracy, relevance, timeliness or completeness of the personal information pertaining to the MBU, that MBU may request that the Treasurer provide the current status of the information. If the Treasurer determines that the disputed information is not accurate, relevant, timely and/or complete, the Treasurer shall cause the disputed information to be remedied or destroyed, within ten (10) days of the decision, in accordance with the record retention schedule adopted in accordance with R. C. 149.41.
- E. The MBU shall have the right to rebut or append written comments to any information in his/her file.

5.02 JOB DESCRIPTIONS

- A. A job description shall be provided to all new active employees at the time of employment and to active employees at the time of movement to a new position. Job descriptions will be written for any position which does not have one on file and shall be developed for any new positions prior to that position's initial posting. A second copy of the job description is to be signed by the active employee and returned to the Superintendent, Treasurer or his/her designee to be placed in the active employee's personnel file.
- B. When a job description is being updated, the affected active employee shall have input. Any new job description will be developed by the Association President and/or designee and the HR Director, the Superintendent, Treasurer or his/her designee.
- C. All active employee's working in a position requiring a substitute employee during the regular active employee's absence, will work with the Supervisor to help the Supervisor maintain a job schedule outlining the normal daily routine for their job. This job schedule will list the sequence of the daily job routines in periods of no longer than one (1) hour time increments. This schedule will be kept available at the job site for the substitute and will also be maintained by the Supervisor.

5.03 NONDISCRIMINATION

The Board and Association recognize their respective responsibilities and Federal/State civil rights laws, fair employment practice acts, and other constitutional and statutory requirements to not discriminate with relationship to employment on the basis of race, color, creed, national origin, age, sex, or handicap. Both parties further affirm to follow their statutory duties to comply with the Americans with Disabilities Act.

5.04 DISCIPLINARY ACTION PROCEDURES

- A. The provisions of this Section serve as the exclusive remedy for any and all discipline, including termination. No disciplinary provision of R. C. 3319.081 shall apply.

- B. No MBU shall be disciplined without just cause. MBU's may be disciplined for the following infractions, including but not limited to: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public or other employees, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance in connection with their employment. Discipline will be administered in a private setting and confidentiality maintained. A MBU who is a "no call, no show" will be subject to discipline in accordance with this section. Any employee who has exhausted all available sick leave and subsequently and legitimately has need for leave will be required to request unpaid leave and obtain a physician's statement to justify said leave within three days of the absence, or may request an advancement of sick leave from the Superintendent.
- C. Disciplinary action may include an oral or written reprimand, suspension with or without pay, disciplinary transfer or reduction, and termination. The Board shall follow progressive discipline where and when appropriate.
- D. An MBU shall have the right to a preliminary disciplinary hearing to be conducted by a building or central office administrator. In certain instances, the hearing may be conducted by the Superintendent. The hearing shall be informal and shall not be an evidentiary hearing. The MBU shall have not less than eighteen (18) hours' notice of the time and place of the hearing with a copy going to the Association President. The notice shall state the date, the allegations, and specification of charges. Failure of the MBU to attend the hearing at the time and place indicated in the notice shall be deemed to be a waiver by the MBU of his/her right to such hearing.
- E. MBU's shall have Association representation at any meetings where disciplinary action is anticipated to occur. The MBU shall be given an opportunity to respond by way of explanation or defense.
- F. After the preliminary hearing, a further investigation may be conducted.
- G. The MBU will then be requested to attend a meeting in which the disciplinary action is imposed, if the action is more severe than a letter of warning. This meeting may be a part of the preliminary hearing or it may be a second meeting held as a continuation of the preliminary hearing. The Board will not delay disciplinary action in the event that an MBU chooses not to appear or fails to submit documentation on their behalf in lieu of an appearance, at the scheduled second disciplinary hearing. Such hearings will be conducted at a time convenient for all parties, but not later than 10 calendar days.
- H. In the case of a serious allegation, the HR Director or the Superintendent may impose immediate suspension with pay pending the preliminary hearing.
- I. The exclusive remedy for appealing disciplinary actions is through the Grievance Procedure outlined in this Agreement.

- J. Any notifications of hearings or written actions taken under this Section, to be served upon an MBU, shall be served in person by supervisory personnel; provided, however, in the event the MBU is on any type of leave or is absent without leave when service is attempted, then such service shall be mailed to the MBU's last known address as on the Board's payroll records. In that event, service is deemed complete seventy-two (72) hours after mailing. A notice that is hand delivered will require that an MBU sign a receipt to acknowledge acceptance. Should the MBU refuse to sign the receipt, it shall be so noted on the receipt.
- K. Any and all disciplinary action is expected to be maintained as confidential by all Association and management parties involved in the matter, except where a violation of the freedom of information obligations would occur.
- L. The HR Director, Superintendent or Superintendent's designee will provide Supervisors with training in disciplinary procedures, annually.
- M. The MBU's Immediate Supervisor will have the right to retain records in a working file and will send copies to the disciplined MBU.
- N. Verbal and/or written reprimands shall cease to have any force and effect after thirty-six (36) months have transpired from the date of the reprimand and providing there are no intervening reprimands or suspensions of a same or similar nature during the previous thirty-six (36) month period. Verbal and/or written reprimands that are no longer in force and effect shall be removed from the MBUs personnel file within ten (10) days following a written request made by the MBU to the Treasurer or HR Director.

5.05 BARGAINING UNIT WORK

- A. No non-bargaining unit members shall do bargaining unit work. In determining whether to contract out non-bargaining unit work, the Superintendent, Treasurer or his/her designee may discuss in advance with active employees in a department consideration such as the size of the job, warranty requirements, licensure/certification requirements and the like to determine whether or not the work can be performed by active employees.
- B. For critical tasks, such as emergency snow removal and lawn care, that are necessary for district operations, a limited cross-utilization of employees shall be permitted. If any such work puts the active employee over the 40-hour work week, overtime will be paid.
- C. Any time there are activities outside the normal school day where non-bargaining unit members will be using school facilities, the appropriate active employee shall be on duty, i.e., Custodian, Cook, etc., (see Appendix F, Community Use of School Facilities). In the event no qualified bargaining unit member or another member of the bargaining unit who has been properly trained is available after attempts by administration to secure coverage for the activity, the activity may proceed without a bargaining unit member on duty. For purposes of this Section C, "qualified bargaining unit member" means a bargaining unit member who works the applicable position in the building at which the activity occurs, a bargaining unit member who works the applicable position in another building, or a bargaining unit member who has been properly trained and has signed up to be eligible for the work and has completed an orientation on the relevant building systems.

Orientation shall be scheduled by the employee's supervisor to occur during professional development or the employee's regular workday.

5.06 LABOR/MANAGEMENT COMMITTEE

- A. The Association and/or Management may request a meeting at any time to discuss issues of concern. This Committee shall be composed of the Superintendent, Treasurer and/or his/her designee(s) the Association President/designee, and a representative from each Department. The Association has the option of inviting the Labor Relations Consultant to the meeting. Each party may invite other representatives with mutual agreement.
- B. Meetings may be requested by either party. The meetings shall be held as the need arises but not more often than once per month except by mutual consent.
- C. Items of discussion shall be concerns of the Management and/or the Association. These discussions shall not change or waive the terms and conditions of the Agreement.
- D. The purpose of this Committee is to solve problems before they become formal grievances. If both parties agree to place an item on the agenda for the next meeting, and this item is the subject of a current or potential grievance, the parties mutually agree to suspend the grievance timeline until the day following the Committee meeting.

5.07 SMOKE-FREE EMPLOYMENT

Smoking is prohibited in all school buildings, grounds, vehicles and events.

ARTICLE 6. ASSOCIATION RIGHTS

6.01 FAIR SHARE FEE

The parties agree to maintain, as a Legacy Document in Appendix G, the fair share fee language provisions contained in the 2017-2020 negotiated agreement prior to the U.S. Supreme Court decision in *Janus v. American Federation of State, County, and Municipal Employee, Council 31*. The parties agree to maintain this Legacy Document in the event there is a change in law that will allow for this language to be placed back into the contract and be implemented. In the event there is such a change in law, the parties shall meet to negotiate any necessary change to this Legacy Document prior to the language being placed back into the negotiated agreement.

6.02 AUTHORIZATION

Deduction authorization for periodic dues, initiation fees, and assessments shall be for a period of one (1) school year. Authorization must be renewed each school year, unless a Continuous Dues Deduction Form is signed. Inactive employees are responsible to self-pay their dues to the Association, including the inactive employees who perform intermittent service, and whose wages are insufficient to cover the dues allocation.

6.03 DEDUCTIONS

The Board agrees to deduct from the wages of active employees, payment of dues to the Association, upon presentation by the active employee or the Association of a written authorization.

6.04 PAYMENTS

Dues deductions shall be in eighteen (18) equal payments starting with the first pay in October and ending with the second pay in June of each school year. All monies deducted and a report of all deductions shall be sent to the Association Treasurer.

6.05 OTHER AUTHORIZATIONS

The Board shall not honor any check-off or dues deduction authorizations executed by an active employee in favor of any other local organization(s) representing active employees for the purpose of collective bargaining for wages, terms and conditions of employment.

6.06 UNION TIME

- A. The Association President shall be allowed release time to attend to Association business. Other active employees serving as representatives of the Association shall be entitled to a total of one hundred twenty (120) hours per contract year of paid Association time for Association-requested meetings. After using current contract Association time, additional hours will be paid fifty percent (50%) by the Board with a maximum of fifty (50) hours. All requests for such time must be approved by the Association President and presented to the Superintendent, Treasurer or his/her designee at least five (5) working days in advance of the leave, when possible. An additional fifty (50) hours of Association time shall be exclusively available to represent bargaining unit members in grievance or disciplinary matters. Association time is not cumulative from one contract year to another.
- B. The time may be taken in one (1) hour increments and shall not be considered an absence from work if the provisions of Section 6.07(A), above, are met.
- C. The names of delegates and alternates to the Annual Association Representative Assembly shall be submitted no later than thirty (30) calendar days prior to the conference. Failure to notify within this time shall deny the delegates and alternates use of the leave.
- D. Members of the Association's negotiating team shall not lose their regular wages for regular work time spent in negotiating sessions. Negotiating team members will not have their shifts or duties extended as a result of attending negotiation sessions.
- E. The HR Director or his/her designee may extend the available time in this Section.
- F. Any active employee who serves on an OEA, NEOEA, or NEA Executive Committee may be afforded Professional Leave at the discretion of the Superintendent or his/her designee and the Association President.
- G. This representative's sub shall be invoiced to the State and/or national association for payment.

- H. In the event that an officer or Association representative is on inactive status, Section 6.07 does not apply.

6.07 INTERSCHOOL MAIL/FAX

The Association will have the right to use the Interschool Mail System, e-mail system and fax machines. The Association shall pay any long-distance phone charges incurred as a result of Association business use of Fax machines. Active employees may use fax machines for personal use with the approval of the building administrator or designee.

6.08 BUILDING VISITATIONS

The Association President/designee may visit schools, provided that he/she notifies the Principal of his/her presence. Any such visits shall not interfere with teaching or other duties or school needs.

6.09 USE OF SCHOOL BUILDINGS

The Association will be entitled to use school buildings at reasonable hours, provided such use does not interfere with the normal operations of the schools. The regular application procedure for use of school buildings shall be followed. When special custodial services are needed, the Board may make a reasonable charge.

6.10 REPRISALS

The Board shall not discriminate against MBU's because of membership or non-membership in the Association or participation in Association activities, and the Association agrees to fairly represent all MBU's regardless of Association membership.

6.11 OTHER RIGHTS

- A. The Association President or designee shall have the right to address the Board at any regular meeting; or at a special meeting, when the meeting agenda involves a subject of concern to the Union; provided the communication does not constitute an Unfair Labor Practice and established Board procedures are followed.
- B. The Association President/designee and Secretary shall be provided with one (1) copy of the notification of all meetings of the Board and one (1) copy of the agenda prior to the meeting via email.

ARTICLE 7. LEAVES: ABSENCE FROM DUTY

7.01 AUTHORIZED AND UNAUTHORIZED ABSENCES

A. Authorized Absence

An "authorized absence" is when an active employee is not present to perform the duties required of his/her job and has authorization to be absent from work. Pay for being absent is governed by the Sections of this Agreement pertaining to leaves, as defined below.

B. Unauthorized Absence

An "unauthorized absence" is when an active employee is not present to perform the duties of his/her job and has no authorization to be absent from work. No pay will be received for any unauthorized absence. An unauthorized absence may be grounds for discipline up to and including termination.

C. Unpaid Absence

The Superintendent or designee may grant, upon request made with at least thirty (30) days' notice, authorized unpaid leave of up to three (3) days per fiscal year. When making the decision, the active employee's attendance record, evaluations and the reasons for the request shall be considered. Other unpaid leaves required by law shall be granted in accordance with the Master Agreement. Unpaid leave which exceeds three (3) days must be approved in advance by the Superintendent.

This Section does not authorize unapproved, voluntary leaves of absence. An employee who is absent from work without valid excuse, is subject to disciplinary measures as set forth in Section 5.04. Any employee who has exhausted all available sick leave and subsequently and legitimately has need for leave will be required to request unpaid leave and obtain a physician's statement to justify said leave within three (3) days of the absence or may request an advancement of sick leave from the Superintendent.

7.02 SICK LEAVE

A. Sick Leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to others, and for absence due to illness, injury, or death in the MBU's family. Absence of more than four (4) consecutive workdays for personal illness or injury may require a physician's statement outlining the reason(s) for the absence and the prognosis for return. Sick Leave will be utilized in one-half (1/2) hour increments only.

After the first incident of four (4) or more consecutive days of absence (use of sick leave) in one school year, an employee must provide a reason/rationale to his/her immediate supervisor. The next or subsequent incident of four (4) or more consecutive days of absence (use of sick leave) in the same school year, may require medical documentation. Falsification of an absence/sick leave record is subject to discipline up to and including termination.

B. Accrual of Sick Leave

1. Less than 12-month active employees will accrue (earn) Sick Leave at the rate of one and one-fourth (1-1/4) hours of Sick Leave for each hour of daily scheduled work up to a maximum of eight (8) work hours per day, per month. The annual accrual for less than 12-month active employees shall not exceed fifteen (15) times the number of regularly scheduled daily hours. The annual accrual for 12-month active employees shall not exceed eighteen (18) times the number of regularly scheduled daily hours.

EXAMPLE:	<u>Hours/Day Scheduled</u>	<u>Sick Leave Hours Earned/Month</u>	<u>Sick Leave Hours Earned/Year</u>
	1	1.25	15.00
	2	2.50	30.00
	3	3.75	45.00
	4	5.00	60.00
	5	6.25	75.00
	6	7.50	75.00
	7	8.75	105.00
	7.5	9.38	112.50
Maximum	8	10.00	120.00

2. Each year, less than 12- month active employees shall receive:
 - a. The total number of regular hours scheduled per day times 1.25 X 12 (months per year).
 - b. The accrual of Sick Leave shall be unlimited.
3. Each year, 12-month active employees shall receive:
 - a. The total number of regular hours scheduled per day times 1.50 X 12 (months per year).
 - b. The accrual of Sick Leave shall be unlimited.

C. Reporting Absence

All Sick Leave must be reported in the absence management system as well as in writing on the active employee's timecard which immediately follows the absence. Falsification of the Sick Leave Absence Report could result in disciplinary action up to and including termination.

D. Family

“Immediate Family” means mother, father, brother, sister, wife, husband, child(ren), grandparents and grandchildren or any other person who is a member of the immediate household. This is inclusive of in-laws.

Employees may use Sick Leave without loss of pay upon approval of the Superintendent for other individuals outside the immediate family, as approved by the Superintendent. The Superintendent's approval or disapproval in these instances, applicable to individuals outside the immediate family, shall not be subject to the grievance procedure. For bereavement reasons, the immediate family shall be extended to include aunts, uncles, nieces, nephews, cousins, or others as approved by the Superintendent.

E. Advancement of Sick Leave

All newly hired active employees shall be advanced up to five (5) days of Sick Leave. An active employee who exhausts his/her Sick Leave may request an advance of up to five (5) days of Sick Leave. Such advance may be requested one time each contract year. An advance may be requested by submitting a note requesting the advancement to the Superintendent, Treasurer or his/her designee. If an active employee who has been advanced Sick Leave terminates his/her employment for any reason before the Sick Leave so advanced is earned, he/she shall repay to the Board all unearned Sick Leave which was received. This repayment shall be deducted from any final paycheck or monies owed to the active employee.

F. An active employee returning from paid Sick Leave within one (1) year shall return to the exact same position.

G. Adoption Leave

An employee shall be permitted to utilize fifteen (15) of his/her accumulated unused sick leave for adoption of a child, to be taken within six (6) months before or after placement of the child in the home. Use of days from the sick leave bank for purposes of adoption is not permitted.

7.03 SICK DAY BANK

- A. The purpose of the Sick Day Bank is to provide sick days for serious catastrophic conditions such as personal illness or family illness to contributors to the Sick Day Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness. The Association and Administration will meet to discuss possible alternatives, including the donation of sick days by other contributing employees when the active employee has exhausted his/her sick days. Each situation will be discussed and addressed on a case-by-case basis.
- B. Members may enroll in the Sick Day Bank during the month of September of each school year.
- C. Upon initial enrollment, a member shall contribute one (1) day of his/her accumulated sick days to the Sick Day Bank. Days contributed to the Sick Day Bank are non-returnable.

"Day" for contributions to the Sick Day bank will be equal to the hours worked each day for each member (i.e., a member that is a seven (7) hour active employee will contribute seven hours; or a member that works dual jobs for a total of five hours will donate five hours).

If a member of the Sick Day Bank accepts a permanent position that increases the number of hours they work per day, they will contribute the difference of hours to the Sick Day Bank within the first two payroll periods following the start date of the new position (i.e., a member that contributes four (4) hours accepts an eight (8) hour job will contribute an additional four (4) hours).

D. Enrollment in the Sick Day Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Day Bank Committee (SDBC) of his/her intent to withdraw.

E. Sick Day Bank Committee

1. Composition – A committee of three (3) employees (including the Treasurer or designee) appointed by the Superintendent and three (3) active Association members appointed by the Association President.
2. The Sick Day Bank Committee (SDBC) shall review and approve or deny all applications to the Sick Day Bank. The Sick Day Bank Committee (SDBC) shall also determine the necessity for additional contributions to the Sick Day Bank and shall notify Sick Day Bank members of the need for said contributions. The employee shall present a written statement from a physician to support his/her application for sick leave donation. The employee shall execute a written waiver to release confidential medical information, and such information shall be retained in the employee's personnel file consistent with ORC 149.43. The Sick Day Bank Committee (SDBC) shall review the application and provide a response within ten (10) days of receiving all the necessary documentation.
3. The Sick Day Bank Committee (SDBC) shall be responsible for reporting data concerning the Sick Day Bank to the Treasurer.
4. Decisions of the Sick Day Bank Committee (SDBC) are final and are not grievable.
5. The Sick Day Bank Committee (SDBC) shall review the operations of the Sick Day Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiation teams of the Association and the Board.

F. General Procedures

1. An application for sick days from the Sick Day Bank will be accepted only from those individuals who have contributed to the Sick Day Bank.
2. The application will be considered upon receipt; however, utilization of approved days is only after a member has used all of his/her accumulated sick days and available sick day advances.
3. Days approved from the Sick Day Bank will be paid at one hundred percent (100%) of the member's daily rate of pay.

4. Once qualified to receive from the Sick Day Bank, the maximum number of days a member may borrow from the Sick Day Bank shall not exceed thirty (30).
5. Loans from the Sick Day Bank will be made only for absences under a member's regular time schedule.
6. Days may not be approved from the Sick Day Bank for absences due to normal pregnancies (natural or caesarian section). Utilization of the Sick Day Bank for complications arising from pregnancy or childbirth may be authorized by the Sick Day Bank Committee (SDBC).
7. Days may not be approved from the Sick Day Bank for absences due to disabilities which qualify the member of Worker's Compensation personal benefits.
8. Whenever the total number of unloaned days in the Sick Day Bank falls below two hundred and forty (240) hours, the Sick Day Bank Committee (SDBC) may require the Sick Day Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Day Bank.
9. Contributions to the Sick Day Bank shall not count against a member's record of perfect attendance.
10. Upon written request, the district shall provide annually, the Association president and treasurer the balance of hours in the Sick Day Bank.

7.04 BEREAVEMENT LEAVE

Active employees shall be eligible for up to three (3) days paid leave in the event of a death in the immediate family, within ten (10) calendar days after the death, unless approved by the Superintendent. Verification of the death and relationship to the deceased must be provided.

7.05 PERSONAL LEAVE DAYS

- A. All regular active employees will be granted three (3) unrestricted Personal Leave days, per July 1 - June 30 year, without loss of pay or deduction from Sick Leave.
- B. Prior written notice of intent to use such leave shall be submitted as far in advance as possible. When unusual circumstances make it impossible to notify in advance, the notification shall be made orally in person, by telephone, or by other means, and then confirmed at the earliest practicable time.
- C. Personal Leave Day Conversion

Personal Leave that was not used during the July 1 - June 30 period will be converted to Sick Leave on a 1:1 basis at the beginning of the next fiscal year. Personal Leave that has been converted to Sick Leave cannot be changed back to Personal Leave.

- D. Personal leave may not be taken the day before or after a holiday, the last full week prior to winter break or for ten (10) workdays prior to the last student day. This provision does not prevent a twelve (12) month employee from taking personal leave during the summer recess.

7.06 MEDICAL LEAVE OF ABSENCE

- A. If an active employee is unable to report to work due to personal illness and the active employee has exhausted the Sick Leave benefits granted by this Agreement, such active employee shall be placed on an unpaid Medical Leave of Absence for the duration of the illness, not to exceed one (1) year [with one (1) year renewal], provided the active employee presents a physician's certification verifying the illness. Application must be made to the sick leave bank, if eligible. This Medical Leave of Absence does not apply to maternity/paternity situations.
- B. If, at the expiration of the leave of absence, the employee is unable to report to work, the employee shall apply for disability retirement with the School Employees' Retirement System (SERS). If the employee does not apply for disability retirement, is ineligible for such retirement, or is denied such retirement, failure to return at the end of the leave of absence shall be deemed a resignation from active employment.
- C. An employee on an unpaid Medical Leave of Absence shall, upon return to work, present a physician's certification verifying that the employee is capable to return to his/her regular duties.
- D. If the employee on an unpaid Medical Leave of Absence desires, he/she may continue health benefits and other insurance by contributing to the Treasurer the group rate in effect for the duration of his/her Medical Leave of Absence.
- E. If the employee on an unpaid Medical Leave of Absence returns, he/she will be placed in the exact-same position. Where Workers' Compensation benefits are received for related leave, returning active employees shall be placed in the exact-same position, so long as the position exists. If the exact-same position does not exist, this active employee will be returned to a comparable position. However, if the Medical Leave is due to injury while on the job in the employment of the Stow-Munroe Falls City School District, an effort will be made to place the active employee in the same position held at the time of injury.

7.07 ASSAULT LEAVE

- A. When an assault and/or battery occurs, the active employee has the right to defend himself/herself and/or obtain assistance.
- B. The Principal and/or Supervisor should be immediately notified to call the police, parents, and the Superintendent. If the Principal and/or Supervisor is not available, his/her designee may call the police.
- C. As soon as possible, the active employee will report, in writing to the Principal and/or Supervisor and the Superintendent, all cases of alleged assault and/or battery suffered by him/her in connection with his/her employment. The Superintendent shall acknowledge, in writing, receipt of such reports to the Board of Education and to the Stow-Munroe Falls Classified Employees' Association.

- D. Any time an active employee of the Board is a victim of an alleged assault and/or battery by a pupil, the pupil will be immediately removed from the classroom, transportation (or extracurricular activity) and the provisions of the Due Process of Suspension and Expulsion and Emergency Removal From Curricular and Extracurricular Activities Policy shall apply.
- E. Bargaining unit members injured by assault and/or battery while performing school duties shall be compensated at their regular rate without forfeiture of leave.
- F. In all cases, the Superintendent's Office will advise that the legal services of the City Solicitor are available.
- G. Nothing in this Section shall prohibit any member from pursuing his/her legal right to bring either a civil suit and/or to press criminal charges, which includes calling the police to report the assault after it has taken place, provided that the employee notifies the Principal or Supervisor pursuant to paragraph B of this Section prior to calling the police.

7.08 MILITARY LEAVE

- A. Any employee who has left, or leaves, a position with the Board, by resignation or otherwise, and within forty (40) school days thereafter entered, or enters, the uniformed services and whose service is terminated in a manner other than as described in section 4304 of Title 38 of the United States Code, "Uniformed Services Employment and Reemployment Rights Act of 1994," 108 Stat. 3149, 38 U.S.C.A. 4304, shall be reemployed by the Board, under the same type of contract as that which the employee last held with the Board, if the employee applies to the Board for reemployment in accordance with the "Uniformed Services Employment and Reemployment Rights Act of 1994," 108 Stat. 3149, 38 U.S.C.A. 4312. Upon such application, the employee shall be reemployed at the first of the next school semester, if the application is made not less than thirty (30) days prior to the first of the next school semester, in which case the employee shall be reemployed the first of the following school semester.
- B. For the purposes of seniority and placement on the salary schedule, years of absence performing service in the uniformed services shall be counted as though service had been performed during such time.
- C. The Board may lay off the active employee whose services become unnecessary by reason of the return of an active employee from service in the uniformed services.
- D. Sick Leave shall not accrue during the employee's absence performing service in the uniform services; however, the employee shall retain the balance of any Sick Leave accumulated up to the effective date of Military Leave.
- E. An employee returning from service in the uniformed service will be assigned to a position in which that employee is qualified with consideration given to the position held by the employee prior to the effective date of Military Leave.

7.09 PARENTAL LEAVE

- A. Any active employee who becomes pregnant will be permitted to be absent from work and use the Sick Leave provisions as outlined in Section 7.02, above, during the period of disability.
- B. Following the conclusion of any pregnancy-related disability, or in the event any active employee adopts a child and such child is less than one (1) year of age at the time of adoption; or, with respect to a father, following the birth of a child; the active employee may apply for permission to take Parental Leave. Requests for permission to take Parental Leave must be made at least thirty (30) calendar days prior to the date on which the Parental Leave is to begin. Notification for leave in the case of adoption shall be given as soon as possible prior to receiving custody of the child. Parental Leave shall be granted upon request, provided that the following conditions are met:
 - 1. Parental Leave shall be granted for up to the remainder of the school year during which the child is born or adopted. A "school year" is defined as July 1 - June 30. Parental Leave shall be extended through the next school year at the request of the employee.
 - 2. Any and all Parental Leaves are without pay, and the employee will not receive credit during the period of such leave for the purpose of advancement on the salary schedule.
 - 3. The active employee must state specifically, in writing, at the time the leave is requested, the expected length of such requested leave and the anticipated date on which the active employee will return to work.
 - 4. Parental Leave will not exempt an employee from decisions regarding probationary status and/or staff reduction under this Agreement. Upon return of the employee from Parental Leave, he/she will be assigned to his/her exact-same position, so long as the position exists. If the exact-same position does not exist, the employee will be returned to a comparable position.
 - 5. Insurance benefits may be purchased by the employee during the leave by remitting the cost of the benefits, on a monthly basis, to the Board Treasurer.
 - 6. An employee may return to active employment prior to the anticipated date of return by submitting a notice of their intent at least thirty (30) calendar days prior to their amended date of return.
 - 7. In the event an employee does not return to work at the time indicated in his/her request for Parental Leave, said employee will forego any right to a position in the School District.

7.10 FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Stow-Munroe Falls City School District will comply with the Federal Family and Medical Leave Act. The provisions of the Collective Bargaining Agreement shall not be adversely affected by the Family and Medical Leave Act.

ARTICLE 8. COMPENSATION

8.01 SALARY INCREASES

The basic hourly wage for bargaining unit members shall be increased as follows:

- Effective 2022-23 – 2.0% base salary increase, plus one (1) normal step

A. Basic Salary Schedule

1. Effective 2022-23 – 2.% base salary increase, plus steps (Appendix A-E)
Effective 2023-24 – 2.5% base salary increase, plus steps (Appendix (A-E))
Effective 2024-25 - 2.5% base salary increase, plus steps (Appendix (A-E))
2. Longevity step is dependent upon each school year composed of not fewer than one hundred twenty (120) days.
3. Longevity increments at Steps 10, 14, 18, 20, 22, 25 and 28 and 30 are provided. Step 30 is effective as of July 1, 2022.

8.02 PAY PRACTICE

- A. Active employees shall receive their pay in twenty-six (26) installments. Distribution of pay shall be every other Friday. In the event twenty-seven (27) pay dates occur in a fiscal or calendar year, pay dates will be adjusted.
- B. All active employees will have their paychecks directly deposited into either a checking or savings account. Paper pay stubs will not be provided.

8.03 INCREMENTS

- A. An active employee must work in active pay status or remain on leave for Workers' Compensation chargeable to the Stow-Munroe Falls City School District at least one hundred twenty (120) days before June 30 to move to the next increment on July 1.
- B. Longevity pay increments shall commence at the beginning of the tenth (10th) year, fourteenth (14th) year, eighteenth (18th) year, twentieth (20th) year, twenty-second (22nd) year, twenty-fifth (25th) year, twenty-eighth (28th) year and the thirtieth (30th) year of service with the Stow-Munroe Falls City School District.
- C. Any active employee taking a permanent assignment in another Department, who has one (1) year of regular service, will be placed on the second step of the salary schedule. For each additional two (2) years' service, he/she will gain an additional step on the salary schedule.

8.04 DUAL EMPLOYMENT

- A. Subject to the exception provided to Section 8.04(B) below, a MBU who accepts a dual position in a different department will be placed on the first step of the salary schedule of the new department's position.
- B. MBU's who are working in dual positions as of July 1, 2013, will be grandfathered and paid their current step until such time that their experience is equal to their step number. An active employee who accepts a dual position in a different department will be placed on the first step of the salary schedule of the new department's position, not retroactive.
- C. Assignments to two (2) jobs will be kept separate in all respects except for fringe benefits and sick leave credit.
- D. Overtime work shall be pre-approved by the immediate supervisor in the department where the work is performed. See 8.06(A).
- E. The regular rate for each position shall be based on the active employee's work experience in that position.
- F. Dual employment employees shall accrue benefits based upon work performed in the dual positions.
- G. Current employees, as of June 30, 2017, who qualify for Level 1 benefits based upon a work assignment of thirty (30) or more hours as a result of dual employment or who become qualified for Level 1 benefits on or before June 30, 2021, as a result of dual employment, will remain eligible for Level 1 benefits for the duration of the employee's employment in the District.
- H. The parties agree that all MBUs currently employed in dual employment positions with Level 1 health benefits as of June 21, 2022, shall be grandfathered into Level 1 health insurance benefits for so long as they maintain such dual employment.
- I. The Board agrees to permit up to 14 MBU's to work in dual positions per school year, contingent upon the MBU's meeting the qualifications of both positions and subject to the Board and Administration's authority to determine whether a vacancy is to be filled. The parties agree that this language does not create an entitlement to dual employment for any dual MBU and that the filling of vacancies shall be done in accordance with Article 12, Postings and Vacancies, of this CBA. The Board may deny dual employment if it is reasonably anticipated that overtime may result.
 - 1. A full-time employee hired prior to July 7, 2017 who loses health insurance eligibility due to a reduction in hours of their position shall be eligible for dual employment under the same parameters set forth in paragraph J, above, except that they shall not be subject to the cap of 14 MBU's working in dual positions. In order to qualify for this paragraph 1, the full-time employee must have been enrolled in health insurance through the Board at the time the reduction in hours occurs.

8.05 OCCASIONAL

- A. In order to avail qualified active employees of the opportunity to occasionally earn extra money, active employees shall have the first opportunity, by district seniority, to fill in for an absent active employee, provided such occasional work does not interfere with the active employee's regular assignment(s) or place the active employee in overtime status; however, an active employee may fill in for an absent active employee even if it places the active employee in overtime status or interferes with their regular assignment with the prior approval of the active employee's immediate supervisor. This practice shall be considered occasional work and shall be available only to active employees who have successfully completed the probationary period. To be considered for regular school year occasional work, a post probationary active employee must notify the Superintendent's or designee's office in writing.
- B. Any active employee assigned to a different paying position shall be paid their regular salary or advanced to his/her same step of the salary schedule for the new position, whichever is greater, and shall be paid at that rate for all days including holidays, sick days, and leaves.

8.06 OVERTIME AND PREMIUM PAY

- A. An active employee who works more than forty (40) hours per week between 12:01 a.m. Monday and 12:00 midnight Sunday shall be paid one and one-half (1-1/2) times the active employee's regular hourly rate of pay for all hours in excess of forty (40) per week, unless the extra time is covered by Items B or C, below. All time in active pay status shall be included in the computation of overtime pay. During the summer break, active employees may opt for a ten (10) hour per day, four (4) day per week, work schedule with the understanding that each building or position maintains necessary coverage.
- B. Calamity Day Pay

All active employees shall be paid their regular rate of pay and regular hours for time off resulting from a calamity day. Any active employee required to work on a calamity day shall receive his/her regular rate of pay for all hours worked in addition to pay for the day. An employee required to work snow removal duties, with the approval of the supervisor prior to notice of a calamity day, shall be paid for hours worked performing snow removal duties at his/her overtime rate of pay. However, if the State Superintendent does not approve the calamity day and it must be rescheduled in the school year, active employees not normally scheduled to work will not receive pay for the calamity day unless the active employee actually worked on the calamity day that was not approved.
- C. Sunday Pay

Any active employee required to work on Sunday shall be compensated at a rate of two (2) times his/her regular rate for hours worked.

D. Holiday Pay

1. Any active employee required to work on a school holiday shall be compensated by being paid his/her regular pay plus two (2) times his/her rate for hours worked on the holiday. Any active employee required to work on a school holiday not in his/her scheduled work year shall be compensated at two and one-half (2-1/2) times his/her rate for all hours worked.
2. Board paid holidays such as; Christmas Eve, Christmas Day, New Year 's Eve Day, New Year's Day and Independence Day occasionally fall on a weekend. On these occasions, the Board designates an alternate day to be the paid holiday (either a Friday or Monday). An active employee shall earn the holiday rate of pay if:
 - a. he/she is assigned to work the actual holiday.
 - b. he/she is assigned to work the Board designated day for the holiday.
3. Any active employee required to work in Situation "a" or Situation "b" will receive holiday pay for each day.

E. Extra Work Eligibility

Extra work time within an active employee's assigned building(s) shall be offered on a rotating basis among eligible qualified active employees in the appropriate classification series. The most senior qualified active employee's name shall appear at the top of the list, which may be reviewed in the appropriate office. Supervisors shall endeavor to assure a reasonably equitable distribution of the extra work time among eligible active employees.

F. Extra-Curricular Events

Classified employees will be afforded the opportunity to work at extracurricular events (not part of their regular duties) for the offered flat rate from a substitute pool. Work at extra-curricular events shall be exempt from the "blended rate" requirements. Work under this section shall be managed to avoid the maximum extent practicable additional overtime liability.

8.07 WORKERS' COMPENSATION

- A. If Sick Leave is exhausted while the active employee is on temporary total Workers' Compensation, all benefits shall remain intact at the Board's expense for a period of nine (9) months.
- B. Any worker injured while on the job shall be provided a Workers' Compensation Form upon request for application of benefits from the Superintendent, Treasurer or his/her designee.
- C. If medical attention is required, the active employee shall notify the medical personnel that the injury will be a Workers' Compensation medical claim.

- D. Any active employee unable to work because of a job-related disabling condition, of such that the active employee is entitled to Workers' Compensation, shall be entitled to receive his/her regular rate of pay for the time period between the date the active employee had to leave work because of the injury or disabling condition and the date on which he/she receives his/her first Workers' Compensation check. The maximum payment of regular pay under this paragraph shall not exceed the total accrued Sick Leave at the time of the injury.
- E. When the active employee's Workers' Compensation pay is approved and received, as described in Section D., above, the active employee shall remit same to the Board in an amount equal to the Workers' Compensation payment designated for the time period from the start of the injury leave to the time Workers' Compensation payment begins. Upon receipt of reimbursement from the active employee, Sick Leave charged as a result of the injury shall be credited to the active employee prorated as to the reimbursement payment. At no time shall credited Sick Leave exceed charged Sick Leave for the time period.
- F. When Workers' Compensation payments begin on weekly or monthly basis, the active employee will cease being paid by the Board. Should the claim be denied by Workers' Compensation the loss of Sick Leave shall be permanent.
- G. No active employee shall receive benefits for both Workers' Compensation and Sick Leave for the same time period. Any falsification or lack of timely notification to the Board of benefits shall be grounds for immediate termination.

8.08 COMPENSATORY TIME

- A. In lieu of receiving extra compensation for overtime during a pay period, an active employee may elect compensatory time off computed at the same rate that overtime status is computed in Section 8.06.
- B. Should an active employee elect to take compensatory time off in lieu of pay, the active employee must designate compensatory time on his/her timecard (or by electronic means as electronic means become available). A maximum of seven (7) compensatory days may be accumulated each year, July 1 – June 30.
- C. At the end of each year period, unused compensatory time will be paid at the rate at which it was earned or may be converted into Sick Leave. Sick Leave conversion from compensatory time must be requested, in writing to the Treasurer's Office, at the end of each year.
- D. An active employee wishing to utilize compensatory time must submit in writing his/her request five (5) workdays prior to the desired day for compensatory time, except in cases of urgency or when the active employee could not predict the need five (5) days in advance. Less than five (5) days' notice requires explanation of use and Immediate Supervisor approval.

8.09 JURY DUTY

If an active employee serves as a juror, the active employee shall be compensated his/her full daily rate of pay for each workday served as a juror.

8.10 PROFESSIONAL MEETINGS

Active employees attending professional meetings, conferences, or workshops with the prior approval of their Immediate Supervisor or Building Principal and the Superintendent, Treasurer or his/her designee shall be reimbursed and/or have their expenses paid based upon the submission of the proper forms through the designated electronic portal. One (1) day per year may be used for out-of-District school visitation. To initiate a request, a Professional Meeting Request Form must be submitted Job-Router. Ohio Education Association sponsored meetings are considered as professional meetings in this Section.

One-half of the first professional development day per school year shall be available for employees to complete Public School Works. Public School Works shall be due on or before November 1 each school year.

8.11 MEETINGS

- A. Any active employee required to attend a meeting or workshop which occurs during non-working hours shall be paid for all hours in attendance at his/her hourly rate.
- B.
 - 1. All active employees are required to attend the General Meeting Day held prior to the beginning of the school year and other district-sponsored professional development days, as part of the employee's annual work schedule. The active employee will be paid their hourly rate for time in attendance at the meeting and for any hours they are required to work that day.
 - 2. If an active employee is scheduled or assigned to work during the General Meeting Day time, he/she will be excused from the meeting but will only be paid for the time worked.
- C. Active employee's in-service will become a regular part of Department meetings. Other Inservice programs may be scheduled throughout the year.
- D. Active Employees required to attend any other meetings (except grievance and negotiations) called by the Administration, which are held outside the active employee's regular hours, will be paid at the appropriate rate.

8.12 SPECIALIZED ASSIGNMENTS

A. Trainers

Any active bargaining unit member assigned to train another member or substitute shall be paid at one and one-half (1-1/2) times his/her regular rate when working over forty (40) hours per week.

8.13 WAIVER OF TUITION

- A. An employee must open enroll their child in the School District in order to obtain a waiver of tuition.
- B. This waiver does not include optional school programs such as extracurricular activity fees charged other students in the School District.

8.14 ATTENDANCE COMPENSATION

- A. Any active employee that is employed in a less than twelve (12) month position who has three (3) or fewer days or the equivalent number of hours of the absences listed below shall be rewarded according to the following schedule:
1. Zero (0) days of Sick Leave or Unrestricted Personal Leave or pay deduction absence shall receive three (3) days per diem pay.
 2. Any combination of One (1) or two (2) days of Sick Leave and/or Unrestricted Personal Leave and/or pay deduction absences shall receive two (2) days per diem pay.
 3. Any combination of three (3) days of Sick Leave and/or Unrestricted Personal Leave and/or pay deduction absences shall receive one (1) day per diem pay.
- B. Any active employee employed in a twelve (12) month position who has four (4) or fewer days or the equivalent number of hours of the absences listed below shall be reimbursed according to the following schedule:
1. Zero (0) or one (1) day of Sick Leave or Unrestricted Personal Leave or pay deduction absence shall receive three (3) days per diem pay.
 2. Any combination of Two (2) or three (3) days of Sick Leave and/or Unrestricted Personal Leave and/or pay deduction absences shall receive two (2) days per diem pay.
 3. Any combination of Four (4) days of Sick Leave and/or Unrestricted Personal Leave and/or pay deduction absences shall receive one (1) day per diem pay.
- C. Eligibility shall be based on the active employee's attendance for all days he/she is scheduled to work during the previous July 1 - June 30. Payments shall be made during the month of July. The attendance compensation shall be paid based upon the hourly wage of the active employee during the year, preceding the July in which the payment is to be made. If more than one (1) job was held or a job change occurred, the rate will be prorated for the time periods or jobs involved. If an active employee holds more than one (1) job, the total attendance for all jobs will be combined for the purpose of eligibility under this Section. An active employee to be eligible must have been employed by the Stow-Munroe Falls City Schools for the entire scheduled year of that position. For twelve (12) month active employees they must be active employees as of July 1 of the current fiscal year.

8.15 EMERGENCY CALL-IN/CALL-BACK

- A. A "Call-In" is defined as a bargaining unit member being called in to work prior to the start of his/her regularly scheduled workday and working through his/her regularly scheduled starting time.
- B. A "Call-Back" is defined as a bargaining unit member being called back in to work after he/she has left the job site after having completed his/her regularly scheduled workday.

- C. A bargaining unit member shall be paid for a minimum of two (2) hours work at time and one-half (1-1/2) his/her regular rate of pay whenever he/she is called-in or called-back to work.

8.16 TUITION REIMBURSEMENT PROGRAM

- A. Five thousand dollars (\$5,000) shall be set aside each year for a tuition reimbursement program.
- B. This program shall reimburse the cost of course work for professional development, employment field or education.
- C. An active employee who wishes to participate shall submit his/her letter of application in writing to the Superintendent or designee for approval. The reimbursement shall be limited to five hundred dollars (\$500) per person upon proof of successful completion.
- D. After successful completion (i.e., a grade of C or better) a written request for reimbursement shall be submitted. The letter must include proof of registration with an approved provider and a receipt showing the amount paid. This amount may include books and materials as well as tuition.

ARTICLE 9. HOLIDAYS

- 9.01** Holidays for those active employees working a regular schedule of less than twelve (12) months will be as follows:

- | | |
|------------------------|------------------------|
| Labor Day | New Year's Day |
| Thanksgiving Day | Martin Luther King Day |
| Day after Thanksgiving | Presidents' Day |
| Christmas Eve Day | Good Friday |
| Christmas Day | Memorial Day |
| New Year's Eve | |

- 9.02** An active employee that is working during July in an additional capacity to his/her regular job will be paid for Independence Day, if he/she was in active pay status the workday before and after the holiday. An active employee that is working during June in an additional capacity to his/her regular job will be paid for Juneteenth, if he/she was in active pay status the workday before and after the holiday.

- 9.03** Holidays for those active employees working a regular schedule of twelve (12) months will be paid for the following holidays:

- | | |
|------------------------|------------------------|
| Labor Day | New Year's Day |
| Thanksgiving Day | Martin Luther King Day |
| Day after Thanksgiving | Presidents' Day |
| Christmas Eve Day | Good Friday |
| Christmas Day | Memorial Day |
| New Year's Eve Day | Juneteenth |
| | Independence Day |

- 9.04** To receive pay for the above holidays, an active employee must be in pay status (i.e., not in pay deduct or on an unpaid leave of absence) on the last scheduled workday before and the first scheduled workday after a holiday.

- 9.05 Except for special situations covered elsewhere in this Agreement, holiday pay is determined as the active employee's hourly rate multiplied by the regularly scheduled number of hours worked per day. The five (5) workdays before and after the holiday may be used to determine the regular work schedule of the active employee if uncertainty exists.
- 9.06 Active employees assigned to work on a holiday will be assigned based upon the appropriate Overtime List rotation.

ARTICLE 10. ANNUAL VACATION

- 10.01 Paid vacation time is earned by all eleven (11) and twelve (12) month active employees. These active employees may take their vacation any time during the year, with seventy-two (72) hours' notice and prior approval of the Supervisor involved, based upon administratively determined adequate staffing levels in each building. Vacation time will be accrued monthly and may be utilized as earned. Decisions related to Supervisor approval or non-approval of vacation leave are not subject to the provisions of Article 4, Grievance Procedure.
- 10.02 Vacation time is earned and accrued between July 1 - June 30 of each year. Vacation time may be used as earned and accrued. The vacation notification sheet will indicate the school year vacation days were earned. Active employees may not take vacation time that is not yet earned and accrued (except for the advancement referred to in Section 10.05). Active employees may be paid for up to five (5) days of unused vacation days per year. Active employees may carry over up to thirty (30) days' accrued vacation time each June 30.
- 10.03 Annual vacation time is earned according to the following schedule (all days are workdays):

		<u>Days Per Month</u>	<u>Hours Per Month</u>
		<u>(Ratio X Hours Per Day)</u>	<u>(Based on 8 Hour Day)</u>
Less than one year of service		= .4166/mo	= 3.334/mo
1 through 5 years of service	= 10 days per year	= .8333/mo	= 6.667/mo
6 years of service	= 11 days per year	= .9166/mo	= 7.333/mo
7 years of service	= 12 days per year	= 1.00/mo	= 8.000/mo
8 years of service	= 13 days per year	= 1.083/mo	= 8.667/mo
9 years of service	= 14 days per year	= 1.1666/mo	= 9.333/mo
10 years of service	= 15 days per year	= 1.2500/mo	= 10.000/mo
11 years of service	= 16 days per year	= 1.333/mo	= 10.667/mo
12 years of service	= 17 days per year	= 1.4166/mo	= 11.333/mo
13 years of service	= 18 days per year	= 1.5000/mo	= 12.000/mo
14 years of service	= 19 days per year	= 1.5833/mo	= 12.667/mo
15 years of service	= 20 days per year	= 1.6666/mo	= 13.333/mo
16 years of service	= 21 days per year	= 1.7500/mo	= 14.000/mo
17 years of service	= 22 days per year	= 1.8333/mo	= 14.667/mo
18 years of service	= 23 days per year	= 1.9166/mo	= 15.333/mo
19 years of service	= 24 days per year	= 2.0000/mo	= 16.000/mo
20 years of service	= 25 days per year	= 2.0833/mo	= 16.667/mo
25 or more years of service	= 26 days per year	= 2.1667/mo	=17.333/mo

- 10.04 Active employees that resign without giving two (2) weeks' notice shall forfeit their accrued vacation days.

10.05 Vacation earned and accrued shall appear on each active employee's pay stub on the second pay period of the month following. Any active employee who moves into an eleven (11) or twelve (12) month position will begin with zero (0) days' vacation and shall begin to accrue vacation on a month to years basis on the date the active employee assumes the new twelve (12) month position.

(Conversion example: An employee that worked 4 years in a 9-month position moves into a twelve-month position: 9 mos. X 4 years = 36 mos. 36 mos. divided by 12 months = 3 years. This employee's placement on the index for monthly vacation accrual will be placed at 3 years of service).

For purposes of this section, an active employee who moves into a twelve-month position shall be placed at the appropriate step for their classification; and may upon Supervisor's approval, be advanced five days upon assumption of the twelve-month position. Newly hired twelve-month active employees may also, upon Supervisor's approval, be advanced five days of vacation upon employment.

ARTICLE 11. FRINGE BENEFITS

11.01 STARK COUNTY SCHOOLS' COUNCIL OF GOVERNMENTS

- A. The Board shall provide the health care benefits contained herein by participating in the Health Benefits Program of Stark County Schools Council of Governments or other benefit program.
- B. Any health care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, the Stark County Schools Council of Governments, or any participating member thereof participating in the Health Care Benefits Program of the Stark County Schools Council of Governments, shall not be reduced, modified, or eliminated during the term of the Collective Bargaining Agreement.
- C. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a Health Maintenance Organization pursuant to Chapter 1742 of the Ohio Revised Code.
- D. If agreement is reached by the County COG and the UniServ Office on common specifications not already contained in this Contract, for the COG member districts, such specifications will become amendments to this Contract.
- E. Tax sheltering of the individual's contribution for health costs shall be implemented, under IRS Section 125, upon agreement of the Superintendent and the Association President.
- F. The Stark County Schools Council of Governments Summary of Benefits Booklet shall be available to plan participants. Employees may access this booklet via the District website.

11.02 BASIS FOR MEDICAL AND DENTAL INSURANCE BENEFITS + CMM PROGRAM

- A. All insurance benefits will be paid on the following basis:
1. Level One -- Thirty (30) Hours Per Week or More:
15% MBU paid/85% Board paid
 2. Level Two – Twenty-One (21) to less than thirty (30) hours Per Week:
50% MBU Paid/50% Board Paid
 3. Level Three -- Less Than Twenty-One (21) Hours Per Week: None Available
- B. If, after hours for the year are set, an active employee's hours are reduced by official Board action, so that the active employee loses qualification for fringe benefits or would have to pay at a higher rate, the Board will guarantee benefits at the current level until the end of the month.
- This provision does not apply to MBU's who are laid off by a Reduction In Force.
- C. Active employees who are partially purchasing their insurance must pay their share of the monthly premium payment, in advance, to the Treasurer, in the manner prescribed by the Treasurer.

11.03 TERM LIFE INSURANCE

The Board shall purchase and pay for Level One employees, from a carrier licensed by the State of Ohio, Group Term Life Insurance for each active employee in the amount of Fifty Thousand Dollars (\$50,000) plus an equal amount of Accidental Death and Dismemberment coverage.

Bargaining unit members may purchase additional Term Life Insurance at the group rate, in Five Thousand Dollar (\$5,000) increments, in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

11.04 SEVERANCE PAY

Severance Pay will be calculated for unused Sick Leave of up to three hundred (300) days at the rate of one (1) day of pay for each three (3) days of unused Sick Leave times the amount of per diem pay at the time of retirement. An employee shall present proof of receipt of his/her first retirement pay. The Severance Pay will be made in one (1) lump sum within 90 days of the last day worked in the School District.

When the retiree notifies the Treasurer's office that the first retirement check has been endorsed, the severance payment for all members of the bargaining unit under the age of 55 will be made in one (1) lump sum as payment chargeable to the payroll accounts of the Board. Withholding taxes are charged to Severance Pay, but retirement deductions are not. (These employees are not eligible to participate in the Special Pay Plan).

All members of the bargaining unit turning age 55 or older in the calendar year in which they retire shall take part in the Special pay plan. It is understood that the vendor used by the Treasurer's office for this retirement plan does not charge a fee for the transmittal.

If a retiring member is a participant in the Special Pay Plan, the employer contribution shall be made in a lump sum to the company on his/her behalf under the Special Pay Plan in an amount equal to the lesser of:

1. The total amount of the participant's severance pay or
2. The maximum contribution amount allowable under the terms of the Special Pay Plan.

To the extent that a Special Pay Plan participant's pay exceeds the maximum allowable under the Special Pay Plan for a calendar year, the excess shall be payable in a lump sum within thirty (30) days following the payment made to the Special Pay Plan.

If a member is entitled to have a contribution paid to a Special Pay Plan and dies prior to such contribution being paid to the plan, the contribution shall be paid to the estate of the deceased member.

Severance Pay benefits for an employee eligible for benefits under this Section who dies while on active status, or on approved leave of absence, shall be paid to the employee's Life Insurance beneficiary.

The Association and the Board will meet to investigate IRS rulings regarding the employee's option of two payments spread over two years and will permit that option if it is determined legal to do so.

Any and all unused vacation time will be paid in full at the time of retirement.

ARTICLE 12. VACANCIES AND PLACEMENTS

12.01 VACANCY

- A. A vacancy is a permanent job opening which is either newly created or which is unfilled due to the death, retirement, resignation, termination, lateral, downward or promotional movement of the incumbent. If and when Administration determines a vacancy exists, the Administration will post the vacancy via Applitrack within three (3) days. The Board may employ a substitute for a short period of time near the end of the semester or near the end of the school year.
- B. A temporary vacancy is an encumbered job opening held by a bargaining unit member on an approved leave of absence to which the incumbent is expected to return; or a position awarded to a bargaining unit member who is working in a protected position. Temporary vacancies expected to last sixty days or longer shall be posted via Applitrack within three (3) days and only once. If no current active employee takes a vacancy, the temporary position shall be filled with a substitute who will be paid at the substitute rate.
 1. When the regular active employee on leave returns, he/she will be assigned according to provisions stipulated in Article 7 specified under the particular type of leave used.
 2. The employee on the approved leave of absence has the right to return to the same position he/she left, the person hired to fill that vacancy shall return to the exact same position held prior to this position.

3. Active employees who fill temporary positions are not “reduced in force” (RIF'd) when the regular permanent employee returns to the position.
4. Inactive employees who are on the recall list and who fill temporary positions return to the recall list.
5. An inactive employee may fill a temporary position but must be paid at the substitute rate.
6. Reduced in Force Employees who are awarded a temporary vacancy and work 60 days or more in the same position will receive regular pay and all local benefits and privileges starting on the 61st day.

All vacancies will be filled in accordance with the following procedures:

12.02 JOB POSTING

- A. If and when Administration determines a vacancy exists, all vacancies and temporary vacancies shall be posted within three (3) days after the event which caused the vacancy. Each posting will list the reason(s) for the vacancy and clearly state if the vacancy is temporary. All vacancies will be posted in AppliTrack and on the Stow-Munroe Falls City Schools' Web site. The Applitrack posting will also generate an email to members of the bargaining unit.

Exempt positions shall be posted in the same manner so that bargaining unit members will have the opportunity to apply and be considered.

- B. Each posting will list the reason(s) for the vacancy as listed in Section 12.01, above, job location, anticipated number of hours of work, classification, if the position requires that the employee has passed a test, whether it is a protected position, an identification of the SPED program (if applicable) and a copy of the job description. If a protected position, interested employees may contact Special Services for job requirements.
- C. Any position held by an active employee who has been on a leave of absence and has chosen not to return (employee forfeits position) shall be reposted as a permanent position. An employee who has not returned to their assigned position shall forfeit said position.

12.03 TESTING

- A. The purpose of testing is to ensure that candidates possess the aptitude and job skills necessary to learn the specific job(s) for which the test is being administered.
- B. A test shall be given for each promotional classification.
- C. Any test used to determine qualifications will be developed by a joint committee consisting of an Administrator and a bargaining unit member. The committee will develop the test with input from a member of the relevant classification. Any such test will be consistent with the essential job functions of the position. The committee will determine what constitutes a passing score.

- D. Human Resources. The Superintendent or designee shall select and/or develop all tests. The Association President and his or her designee will have the opportunity to provide input on the content of the tests.
- E. Notification of when a test is scheduled will be posted at least five (5) days prior to the date of the test. Testing will take place one (1) time per school year. Tests will be graded "pass" or "fail." Additional testing will take place as needed. A passing grade on the test will deem that an employee is a qualified applicant. Once an employee has passed a test, it will be recorded in the employee's personnel file. Re-testing may be required when the test has changed significantly, in which case all pre-existing lists shall be voided.

12.04 FILLING VACANCIES AND PROBATIONARY PERIODS

- A. The Superintendent, Treasurer or his/her designee will recommend persons for hire for any vacancy based upon their passing any required test and seniority. Vacancies shall be filled within fifteen (15) working days after the date of the initial posting. Vacancies shall be filled in the following sequence: (1) Lateral and Downward Movement within a Department, (2) Promotional Movement within a Department, (3) Departmental Movement (i.e. Transportation to Custodial, etc.), and (4) Outside Hire.

The parties acknowledge that in certain circumstances an individual who has seniority and who is otherwise qualified may not be the best person to perform the duties of the vacant position. The Superintendent reserves the right to interview the three most senior qualified applicants for fitness in the position. Through the process, the Superintendent shall have the right to block a job change (i.e., a movement from one position to another) where the Superintendent reasonably determines that such job change is not in the best interest of educational operations. Such determination will be judiciously made. Upon request, an individual not selected, will receive a statement of reasons for the decision. The Superintendent will not be arbitrary, capricious, or manifestly unreasonable in his/her selection.

1. Lateral and Downward Movement Within the Classifications

The Superintendent reserves the right to interview the applicants with the most seniority within the classifications. The candidate must have a valid license or certificate if it is required.

2. Promotional Movement Within the Department

Promotional movement is a job change to a higher classification within the present department. The Superintendent reserves the right to interview the applicants with the most seniority within the department who have passed the test. A probationary period of thirty (30) workdays will be required. Prior to the thirtieth (30th) day, the active employee will be evaluated. Failing the probationary period will result in the active employee being returned to his/her exact-same previous position, so long as the position exists. If the exact-same position does not exist, the active employee will be returned to a comparable position.

3. Departmental Movement (i.e. Transportation to Custodial)

The Superintendent reserves the right to interview the three applicants with the most system-wide seniority who have passed the test. The candidate must have a valid license or certificate if it is required. A probationary period of thirty (30) workdays will be required. On or around the thirtieth (30th) day the MBU will be evaluated. Failing the probationary period will result in the MBU being returned to his/her exact-same previous position, so long as the position exists. If the position does not exist, the active employee will be returned to a comparable position.

- B. 1. Outside Hire: Active employees hired from the outside shall be required to pass a test for tested positions. If the test has already been given and no current bargaining unit member has passed the test, then a substitute who has passed the qualifying test may be hired.
- a. These individuals will have a probationary period of ninety (90) workdays. Failing the probationary period will result in termination of employment.
 - b. The Board may grant prior service credit for up to three (3) years for initial placement of a new active employee on the salary schedule.

C. Resignation

Any active employee that intends to resign must submit a resignation statement to the Superintendent, Treasurer and his/her designee at least two (2) weeks prior to the effective date. MBU's who resign must fulfill an exit process before final paycheck is given.

D. Termination

- 1. Termination of an active employee on full employment status will follow the procedures outlined in Article 5.04 (Disciplinary Action Procedures).
- 2. Termination of a newly hired active employee may take place at any time during the probationary period and is not subject to the Grievance Procedure.

E. Vacancies during Probationary Period

Except for vacancies that are posted at the job fair or during the summer break, employees shall not be permitted to bid on a vacancy while they are in their probationary period.

12.05 SUMMER POSITIONS

- A. Active employees who are interested in summer positions shall notify the Superintendent, Treasurer or his/her designee, in writing, between April 1 and May 1 of each year. The number of positions available during the summer is the sole determination of the Superintendent, Treasurer or his/her designee. Active employees who apply for summer positions will receive first opportunity for available summer positions within their Department and shall be selected by Department seniority and is available and responds within one hour when the calls are made to interested active employees. That active employee must be available to work when the work is scheduled to be performed and work notice is made to the active employee. The Association President or union designee will be present during summer work selection calls. Specific positions may require specific qualifications, e.g., Sign Language. Working a summer position will have no effect on eligibility for benefits (health and vacation).
- B. Those individuals working in a summer position within their Department shall receive step 1 of the summer position (department and classification) or fifteen dollars and fifty cents (\$15.50) per hour, whichever is higher, as the "summer rate". Active employees who work in a posted summer positions outside of their Department shall receive fifteen dollars and fifty cents (\$15.50) per hour as the rate of pay in that department and classification.
- C. Interior bus cleaning during the summer months shall be payable at the rate of fifty-five dollars (\$55.00) per bus. This compensation is intended to accommodate the reasonable time needed to fully clean the interior of a school bus which the parties agree is two and one-half (2.5) hours. This two and one-half (2.5) hour time period includes the time needed for set-up, gathering necessary supplies and clean-up once the cleaning tasks are completed.
1. In the event the interior cleaning of a bus cannot reasonably be completed within two and one-half (2.5) hours, and with prior approval of the Transportation Supervisor, allocation of one and one-half (1.5) additional hour, up to four (4.0) hours, will be scheduled to complete the interior cleaning of one (1) or more busses. The rate applicable to this extended cleaning time shall be sixty-five dollars (\$65.00) per bus.
 2. It is understood that the rate for cleaning a bus (\$55.00 or \$65.00) will be paid per employee, up to a maximum four (4) employees for the cleaning of a particular bus.
 3. Summer hours spent and assigned for cleaning the interior of busses shall not result in overtime. An employee who also works in a different assignment during the summer months, in addition to his/her assignment to interior bus cleaning, shall not be permitted to work more that forty (40) hours in any work week without the prior written authorization of a supervisor.

4. There are currently four (4) interior bus cleaning positions. A current employee who is assigned to a summer interior bus cleaner position may elect to continue in the position from year to year, unless found to have failed to maintain satisfactory performance. In the event of unsatisfactory performance, disciplinary action procedures will be followed prior to removal from the position or a reduction in the summer interior bus cleaning assignment. If a position is vacated, it will be posted in the normal manner.
 5. An employee assigned to a summer interior bus cleaning position will not, as a result of such assignment, earn additional sick leave, personal leave or vacation leave. Days/hours missed during the summer interior bus cleaning assignment will not be subject to any type of paid leave.
- D. All approved summer positions will be posted by the last student day. The selection calls will be made within two days after the approved summer positions are posted.
 - E. The Association President will receive a copy of the list of active employees signed up for summer positions.

12.06 EXTENSION OF WORK HOURS

- A. Active employees will have the first opportunity to receive additional work at their school facility in the same job classification as long as he/she is not scheduled to work during those hours.
- B. These hours will be first offered to those employed in the same job classification, and in the same building where the hours will take place, by notifying them of the available hours through a job posting in that building only, stating "extension of hours". If the hours are not covered by the above procedures, then the District-wide posting process will be used.
- C. First opportunity for extended work hours will be given to those active employees working in the same job classification, whose work schedule allows them to increase their work time without conflicting with their primary job assignment, and whose work assignment will not exceed eight (8) hours per day with the addition of the new work hours.
- D. On June 30, each year, any position where an extension of hours was granted will be automatically reduced to the original number of hours scheduled as of the previous July 1. No extension of hours will be reinstated in two (2) consecutive contract years. In these cases, the hours shall be posted and bid as a reconstituted position. Increases in hours from year to year made to accommodate school schedule changes shall not be posted unless in excess of sixty (60) minutes.
- E. Assignments to two (2) jobs will be kept separate in all respects except for fringe benefits and Sick Leave credit. When an MBU takes sick or personal leave while completing two assignments, they shall be compensated for both assignments. If a holiday occurs while the MBU is working two (2) assignments, they shall receive holiday pay for both assignments.
- F. An active employee electing an extension of hours in a Department other than his/her regular position will not have bidding rights in the Department.

12.07 OUTSIDE EMPLOYMENT

An active employee may not engage in outside employment that interferes with his/her regular job duties. An active employee who violates this section shall be subject to disciplinary action up to and including termination.

12.08 CONTRACT STATUS

- A. A newly hired active employee who has successfully completed the ninety (90) day probationary period or a current active employee who has successfully completed the probationary period shall have job rights under this Agreement. Employee's rights to this contract are set forth in the respective articles for inactive and active employees until such time as the employee resigns, is RIF'd (in accordance with Article 14), retires or is terminated for just cause.
- B. The provisions of this Section specifically supersede any conflicting provisions contained in R. C. 3319.081.

12.09 JOB FAIRS

The Administration will take all reasonable steps to schedule job fairs at or near the end of a school year.

ARTICLE 13. DEPARTMENTS/WORKING CONDITIONS

13.01 CALL-OFF PROCEDURE

- A. An active employee who finds it necessary to "call-off" because of illness or other reasons governed by the Agreement, shall do so by contacting the electronic absence management system and his/her immediate supervisor, as identified below, unless a bona fide illness or emergency prevents them from doing so. The Supervisor will notify his/her staff, at the beginning of each school year, if this contact, in addition to the electronic absence management system, is not required.

<u>Position</u>	<u>Supervisor</u>
Custodial and Maintenance	Custodial and Maintenance Supervisor
Transportation	Transportation Supervisor
Food Service	Food Service Supervisor
Secretary/Clerical	Building Principal
Assistants/Monitors	Building Principal

- B. Failure to call off when absent will result in a loss of pay for the day and disciplinary action will begin.

13.02 SCHOOL ACTIVITY PASSES

Bargaining unit members shall receive one (1) non-transferable free pass to all school events including athletic events. This pass shall admit the bargaining unit member and one (1) guest to the event.

13.03 STAFFING AND COMMUNICATIONS

- A. Efforts will be made to equalize the workload within each Department, within each building.
- B. Communications devices, such as, cell phones, 2-way radios, or other devices will be provided for safety and communications of bus drivers and custodians. In-school suspension monitors may receive similar devices as the need arises.
- C. No bargaining unit member will evaluate another bargaining unit member.

13.04 TRANSPORTATION

- A. The employee and the Board shall be governed by all applicable provisions of the Ohio Revised Code and the Ohio Administrative Code applicable to Ohio Pupil Transportation, and the Ohio Pupil Transportation Operation and Safety Rules. No agreement pertaining to Ohio Pupil Transportation Operation and Safety Rules shall supersede federal and state laws.
- B. All employees of the Transportation Department shall maintain a current and valid Class "B" Commercial Driver's License with five (5) or fewer points on their license within a twenty-four (24) month period, with Air Brake, School Bus, and Passenger endorsements as issued by the State of Ohio. A driver must possess a valid School Bus Driver's Certificate. Drivers must pass drug and alcohol testing as specified by the State of Ohio and Federal law. Drivers must also pass the "t-8" physical as required by the State of Ohio Department of Education.
- C. Drivers will be paid a flat rate of fifteen dollars and fifty cents (\$15.50) per hour for mandatory training for re-certification upon verification of his/her new certification. For drivers who are participating in re-certification training during regular work time in another classification, the driver will be paid his/her rate in that other classification if such rate exceeds fifteen dollars and fifty cents (\$15.50) per hour. A driver must drive at least nine (9) times during the school year or the Superintendent's approval to be eligible for payment for training time.
- D. Assignment of Routes and Compensation
 - 1. a. The Board, Transportation Supervisor or its designee shall have the authority to establish and assign stops to routes and route the school buses. The Board, Transportation Supervisor or its designee also shall have the authority to assign drivers and vehicles to the routes.
 - b. All drivers shall be paid two (2) hours minimum for each assigned run.
 - c. Drivers wishing to change their work hours must resign or bid on a position with the desired hours. Routes will not be split.

2.
 - a. Route times will be established during the first twenty (20) workdays of school each year. This time will be used in computing holiday pay and sick days. All regular drivers will be paid for the established time of their routes for all scheduled days for their routes, plus holidays in Article 9 (Holidays). In the event that a change occurs to a route during the school year that results in a loss or gain of at least fifteen (15) minutes per day for ten (10) consecutive days, the new time shall become the established time for that route for the remainder of the school year.
 - b. In the event the change in a route results in a loss of hours sufficient to exclude the driver from eligibility for board-paid insurance benefits, then the driver affected shall have the opportunity to bump other drivers that have less seniority. An addition or reduction of time may occur after the first twenty (20) days. Should a reduction occur, the driver affected shall have the opportunity to bump other drivers that have less seniority. The driver will have 10 days from notification to exercise his/her bumping rights.
 - c. If, after the routes have been established by the twentieth (20th) day as described above, any route(s) are reduced by thirty (30) or more minutes from the previous year, a job fair for bus drivers will be held for the purpose of rebidding routes. The Assistant Superintendent/HR Director and the Association President shall jointly determine the date for the bus driver job fair. At least five (5) workdays prior to the scheduled date of any such job fair, a hard copy of the list and descriptions of all routes shall be made available to bus drivers.
 - d. Bus Assistants will have the same bumping rights as Bus Drivers.
3. The Transportation Supervisor may schedule and/or assign other duties for any paid nondriving time.
4. When the District is closed and one (1) or more nonpublic or out-of-District school(s), serviced by the Transportation Department, is/are open, all drivers who normally drive out-of-District, whose schools are scheduled that day, will drive their route. If a driver is absent his/her route will be assigned to the most senior interested driver.

Drivers will receive pay for the time spent driving these runs. These routes may be the same routes or they may be special routes specifically designed for these days. In this event routes will be a minimum of two (2) hours.
5. Drivers shall be responsible for fueling and interior cleaning and all required inspections of their buses. Fifteen (15) minutes each morning will be incorporated into the time schedule for inspection.

6. The exterior of school buses shall be washed at least once per month or more often as directed by the Supervisor. Interiors of buses shall be washed once per year. At the beginning of each school year, drivers will indicate their desire to wash their own bus and other buses in the fleet.

The rate of pay for washing buses will be Twelve Dollars and thirty-nine (\$12.39) per bus. This rate will increase annually at the same rate as the base salary increase.

- E.
 1. The Transportation Supervisor will work collectively with designated members of the Association (bus drivers) to develop a handbook for day-to-day assignment of field trips under this agreement.
 2. The Transportation Supervisor will work collectively with designated transportation personnel of the Association to develop a handbook for day-to-day operations and work rules. Decisions are subject to the Superintendent's approval.

F. Fleet Maintenance

1. Fleet Maintenance workers shall be provided uniforms. An allowance of eight hundred forty-four dollars and six-two cents (\$844.62) shall be granted for tools each June 30 after one (1) full year of employment. Payment shall be made on or before July 31st. This tool allowance shall increase annually at the same rate as the base salary increase.
2. Fleet Maintenance workers will not be required to drive bus routes except in emergency situations.

13.05 CUSTODIAL/MAINTENANCE

- A. The standard workweek for all active employees in the Custodial and Maintenance Department shall be forty (40) hours per week excluding Saturdays and Sundays. None of these active employees shall be required to work on days declared by the Board as paid holidays, unless failure to work on such days would impair the public service.
- B. Any time the Building Principal requests that a Custodian is needed for student activities (groups that are not student groups will need a Custodian) outside the normal working hours of the Custodian, the regular Building Custodian(s) shall be assigned to be on duty for the duration of the activity, on a rotating basis by seniority. The Rotation List shall be available for inspection in the Custodial Supervisor's Office. If no one from that building is available, the work shall be offered to all interested Custodial active employees outside of that building.
- C. Night-shift personnel shall have the first opportunity to fill in for the absence of day-shift personnel in their building, when the day-shift person is absent.
- D. All candidates to be considered for a Custodial/Maintenance Department assignment must pass a physical examination conducted by a health care provider of the Board's choice at Board expense.

E. Mail Courier

1. Should the position of Mail Courier become open, any current (as of July 1, 1997) Class III Custodian shall be eligible for the position without testing.
2. Any person hired after June 30, 1997, shall have to pass a maintenance test before being eligible for the position.

13.06 SECRETARIAL

- A. Additional time in the summer months will be considered for approval by the Superintendent, Treasurer and his/her designee.
- B. No later than June 20th, all non-twelve-month secretaries shall be notified in writing as to their starting and ending date as well as starting and ending time.
- C. Secretaries and other bargaining unit members shall not be required, unless in the case of an emergency, to perform duties of health aides/medical assistants or nurses. Emergency calls shall be directed first to the nurse or other health worker and second to the building administrator.
- D. Secretaries shall not be responsible for the completion or collection of late timecards for other MBU's.

13.07 FOOD SERVICE

- A. When a request for a Food Service Worker is received, a worker from that cafeteria will be assigned on a rotating basis by seniority to serve as Head Cook for the event by the Supervisor. Other active employees shall be assigned on a rotating basis, by seniority among the Food Service active employees in the building. In the event no Food Service active employee in the building desires to work at the event, the Supervisor may assign a Food Service active employee from other buildings on a rotating basis, by seniority.
- B. In case of a banquet, the Supervisor may assign one (1) active employee from the building at which the banquet is being held to be Head Cook. Additional active employees shall be selected, by seniority, on a rotating basis first, from the building, by seniority rotation and then from the Department in the same manner. Active employee staffing will be augmented as needed for food preparation.
- C. Additional time will be considered at the request of the Food Service Supervisor with concurrence of the Superintendent, Treasurer and his/her designee.
- D. Training time will be scheduled for new Food Service active employees and a Trainer assigned. Hours worked completing any required training during regular work hours shall be compensated at the employee's regular rate of pay. Training hours required by an employee's immediate supervisor to be done outside of an employee's regular work hours shall be compensated at fifteen dollars and fifty cents (\$15.50) per hour.
- E. Food Service Managers will distribute daily work assignments as needed.

- F. Food Service Managers meetings will be held every six weeks with the Food Service Supervisor.
- G. Except as set forth in paragraphs A and B above, in the event that a substitute worker cannot be secured, Food Service Workers may be temporarily assigned to work in a different building depending on operational needs. In such an event, the employee will be paid the greater of their current rate of pay or the rate of pay of the position to which they are assigned in the other building. Employees temporarily assigned to work in a different building will not be subject to discipline if such employee is unable to work outside of their regularly scheduled hours. In order to effectuate this provision, employees will be afforded the opportunity, by seniority, to pick the additional buildings to which they may be temporarily assigned. In the event there are insufficient volunteers for all buildings, administration will assign employees to buildings in order of least seniority. Employees assigned to a substitute kitchen manager position will be paid at their current step at Class IV for elementary managers, Class V for Lakeview or Kimpton managers, or Class VI for central kitchen managers. Food Service Workers that are reassigned after arriving to their assigned building shall be allotted fifteen (15) minutes of travel time and will be compensated for mileage per the IRS regulations.

13.08 ASSISTANTS/MONITORS

- A. The function of the Assistant/Monitor is to assist in the classroom, building and/or on school buses in nonteaching and non-administrative tasks related to the education and supervision of students and maintenance of an atmosphere that is safe, orderly, and learning conducive.
- B. Each elementary building will have a minimum of two (2) Educational Assistants working not less than seven (7) hours per day. Lakeview Intermediate will have four (4) Educational Assistants working not less than seven (7) hours per day. Additional assistants may be employed on an as needed basis.
- C. Efforts will be made to equalize the workload within each building.
- D. Library Assistants shall have responsibility for the operation of the library when the Librarian is not present in accordance with policies and procedures established by the library media specialist.
- E. Additional time will be considered for approval by the Superintendent, Treasurer or his/her designee at the request of the Monitor/Assistant's supervisor.
- F. When an IEP conference occurs, a certified teacher will be assigned to cover classes so that assistants will not be left alone with a class.
- G. All Special Education Assistants (including One on One Aides as specified in a student's IEP) shall remain in their current positions for one (1) school year. If a student to which a One-on-One Aide is assigned transfers to a different classroom or building, the One on One Aide shall move with the student. If a special education student in these classrooms transfers out of the district, that Assistant shall remain in the classroom/building for the remainder of the year.

All active Special Education Assistants shall be permitted to bid on any vacancy during the school year. If they are awarded the position as per the Agreement, and because the MBU cannot leave their Special Education Assistant position until the end of the year, the position shall then be posted as a temporary vacancy. This temporary position shall end on the final day of the current school year. See 12.01 B.

If a vacancy in a Special Education Assistant position occurs during the school year, the vacancy may be filled through a temporary assignment by a current MBU (who is not currently in a Special Education Assistant position) for the remainder of the school year. If the Special Education Assistant vacancy is filled by a current MBU, the position made vacant shall either be posted as a vacancy or filled with a substitute for the remainder of the school year. If no MBU's (who are not currently in a Special Education Assistant) bids on the vacant Special Education Assistant position, the position will be filled by a substitute, and the position shall be posted at the job fair for the following school year. The posted vacancy shall identify the particular building or program to which the position will be assigned.

ARTICLE 14. REDUCTION IN FORCE (RIF)

- 14.01** Whenever it becomes necessary to reduce the number of active employees or the number of hours in a job classification for lack of funds or lack of work, probationary active employees in the classification shall be subject to RIF first, followed by regular active employees. Reduction of active employees shall be made in the inverse order of seniority under the following rules. These rules shall be in compliance with State and Federal laws relating to equal employment opportunities and the Americans With Disabilities Act. The number of active employees affected by a reduction shall be kept to a minimum by not employing replacements, insofar as practical, for active employees who resign, retire, or otherwise vacate a position. Filing of vacancies will be posted in accordance to Article 12.
- 14.02** Active employees reduced for any of the above-listed reasons shall have the right to bump the active employee in an equal or lower job classification in their Department where seniority will hold, if the bumping active employee has met the minimum qualifications for the position. An employee shall exercise his/her bumping rights within ten (10) working days after receipt of the Board's RIF notice. Active employees who exhaust their layoff rights in their classification, then in their Department, shall have the right to exercise seniority rights in all other Departments where they have previously worked using their years of seniority in that Department.

The parties acknowledge that in certain circumstances, an individual who has seniority and who is otherwise qualified may not be the best person to perform the duties of the position. In any such case, the Superintendent shall have the right to block a bump (i.e., a movement from one position to another) when the Superintendent reasonably determines that such bump is not in the best interest of educational operations. Such determination shall be judiciously made, and only as educationally necessary. An administrative bump/transfer block shall be valid unless the action is arbitrary, capricious, or otherwise manifestly unreasonable. The Superintendent will not be able to block a bump if there is only one position into which the employee could bump.

- 14.03** A. Departmental seniority will be the determining factor for purposes of reduction in force in that Department.
- B. If there remains a tie in seniority, then the Association representative, designated Personnel Officer, and the affected active employees shall meet and the tie shall be broken by the toss of a coin.
- C. A list of employees and their departmental seniority, date of hire, and date of application shall be provided prior to a layoff occurring.
- 14.04** The Superintendent or designee shall provide a letter of layoff to the affected employees at least five (5) working days before the effective date of such layoff.
- 14.05** Inactive employees subject to RIF shall be placed on the Substitute List and be offered available work before regular substitutes at the substitute rate of pay. An inactive employee, subject to RIF, shall not be eligible for board paid benefits after the end of the month of effective date of the RIF.
- Employees subject to RIF who are awarded a temporary vacancy and work 60 days or more in the same position will receive regular pay and all local benefits and privileges starting with the 61st day in that same position, but only for the duration of the temporary assignment.
- 14.06** MBU's shall be recalled in reverse order of RIF.
- 14.07** The employee subject to RIF from a Department or classification shall maintain recall rights for a period of twenty-four (24) months.
- 14.08** Upon recall, the employee will be returned to a like position, as determined by the Superintendent or designee, and placed at the same salary step held at the time of RIF.
- 14.09** When bumping into another classification or Department, the affected employee shall be placed on the appropriate salary step based on experience as a regular employee in that department or classification.
- 14.10** An employee subject to RIF with health care and/or life insurance benefits shall have the right to retain such benefits for the remainder of the month in which they were subject to RIF. The effective date of any RIF must occur within the first ten days of any month.
- 14.11** If the employee subject to RIF declines a position of equal or greater hours, such declination shall constitute a voluntary resignation.
- 14.12** An employee subject to RIF will not be removed from the recall list for declining a position with less pay and/or hours.

ARTICLE 15. JOB CLASSIFICATIONS

* As set forth herein and in section 11.02, Article 13, and consistent with the parties' existing past practice, management has the right to reasonably reduce previously established hours per day and the number of workdays for lack of funds or lack of work. Such decisions will not be made in an arbitrary or capricious manner.

15.01 SECRETARIAL/CLERICAL

(All days listed below include Records Days, Inservice Days, Conference Days, and General Meeting Days.)

CLASS I

CLASS II

CLASS III

CLASS IV

Holy Family Auxiliary Services Clerk

No Less Than Seven and One-Half (7 ½) Hours Per Day
One Hundred Seventeen (117) Days, plus Eleven (11) Paid Holidays

CLASS V

Food Service Secretary

No Less Than Eight (8) Hours Per Day/Two Hundred Seven (207) Days, plus Eleven (11) Paid Holidays

High School Guidance Secretary

No Less Than Eight (8) Hours Per Day/Two Hundred Four (204) Days, plus Ten (10) Floater Days, plus Eleven (11) Paid Holidays

High School Secretary (to: Assistant Principals, *Guidance Department)

No Less Than Eight (8) Hours Per Day
Two Hundred Four (204) Days, plus Eleven (11) Paid Holidays

Receptionist/Summer School Secretary

Eight (8) Hours Per Day
Twelve (12) months [includes thirteen (13) paid holidays]

Kimpton Principal's Secretary

No Less Than Eight (8) Hours Per Day
Two Hundred Fourteen (214) Days, plus Twelve Paid Holidays

Kimpton Registrar/Guidance

Not less than Eight (8) Hours Per Day
Two Hundred Four (204) Days, plus Eleven (11) Paid Holidays

High School Athletic Secretary

Eight (8) Hours Per Day; Twelve (12) months (includes thirteen (13) paid holidays)

Elementary Principal's Secretary
No Less Than Eight (8) Hours Per Day
Two Hundred Four (204) Days, plus Eleven (11) Paid Holidays

Kimpton Attendance Secretary
No Less Than Eight (8) Hours Per Day
Two Hundred Four (204) Days, plus Eleven (11) Paid Holidays

Lakeview Principal's Secretary
No Less Than Eight (8) Hours Per Day
Two Hundred Nine (209) Days, plus Twelve (12) Paid Holidays

CLASS VI

High School Building Principal's Secretary
Eight (8) hours per day
Twelve (12) months [includes thirteen (13) paid holidays]

High School Activity Clerk
Eight (8) hours per day
Twelve (12) months [includes thirteen (13) paid holidays]

Transportation Secretary
No Less Than Eight (8) Hours Per Day
Twelve (12) Months includes thirteen (13) Paid Holidays

15.02 CUSTODIAL/MAINTENANCE

CLASS I

Custodial Floater (1)
Eight (8) Hours Per Day
Twelve (12) Months [includes thirteen (13) Paid Holidays]

CLASS II

Nine (9) Month Custodians: All Nine (9) Month Custodians are to work One (1) Day before school opens (General Meeting Day), three professional development days, all days students are in attendance, and One (1) Day after school closes for a total of One Hundred Eighty-One (181) Days, plus Eleven (11) Paid Holidays. In addition to the foregoing schedule, nine (9) Month Custodians may be utilized during nonstudent calendar days at the option of the employee.

CLASS III

Twelve (12) month Day Custodian
Twelve (12) month Night Custodian
Eight (8) Hours Per Day
Twelve (12) Months [includes Thirteen (13) Paid Holidays]

Elementary Head Custodians (shall be compensated at the appropriate step on Appendix B Class IV Column)

Eight (8) Hours Per Day
Twelve (12) months [includes Thirteen (13) Paid Holidays]

Lakeview and Kimpton Head Custodians (shall be compensated at the appropriate step on Appendix B Class V Column)

Twelve (12) Months
Eight (8) Hours Per Day
Twelve (12 Months) [includes Thirteen (13) Paid Holidays]

High School Head Custodian (shall be compensated at the appropriate step on Appendix B Class VI Column)

Twelve (12) Months
Eight (8) Hours Per Day
Twelve (12 Months) [includes Thirteen (13) Paid Holidays]

CLASS IV

Groundskeeper

Eight (8) Hours Per Day
Twelve (12) Months [includes Thirteen (13) Paid Holidays]

CLASS VII

Maintenance

Second Shift Maintenance (2)

Eight (8) Hours Per Day
Twelve (12) Months [includes ~~Twelve (12)~~ Thirteen (13) Paid Holidays]

Mail Courier

Eight (8) Hours Per Day
Twelve (12 Months) [includes Thirteen (13) Paid Holidays]

15.03 ASSISTANTS/MONITORS

For purposes of this Section, “teacher workdays” begins on and includes General Meeting Day.

CLASS I

Noon-Time Assistants: Noon-Time Assistants shall work One and a half (1.5) Hours Per Day on all days that students are in attendance, One (1) General Meeting Day, plus receive Eleven (11) Paid Holidays.

Crossing Guards: Crossing Guards shall work Two (2) Hours Per Day on all days that students are in attendance, One (1) General Meeting Day, plus receive Eleven (11) Paid Holidays.

Monitor: Kimpton (2) and High School (2 ½) shall work Two (2) Hours/Two and One-Half Hours per day on all days that students are in attendance. One (1) General Meeting Day, plus receive Eleven (11) Paid Holidays.

CLASS II

CLASS III

Bus Assistants: Bus Assistants shall work all scheduled days for their route, One (1) General Meeting Day, plus receive Eleven (11) Paid Holidays. Bus Assistants shall receive no less than Two (2) Hours' Pay for each scheduled run.

CLASS IV

District Library Assistants: Library Assistants shall work Three (3) Days before teacher workdays, all teacher workdays except for conference nights and one day after the last teacher workday, for a total of One Hundred Eighty-Six (186) Days, plus receive Eleven (11) Paid Holidays. Library Assistants shall work a minimum of Seven (7) Hours Per Day.

Educational Assistants: Educational Assistants shall work two days before teachers report and all teacher workdays except conference nights, for a total of One Hundred Eighty-Four (184) Days, plus receive Eleven (11) Paid Holidays. Up to two (2) Elementary Assistants per Elementary building shall work a minimum of Seven (7) Hours Per Day. Additional Educational Assistants shall be hired on an as-needed basis.

Study Hall/ISS Monitors: All Monitors shall work one day before teachers report, and all teacher workdays except conference nights, for a total of One Hundred Eighty-Three (183) days, plus receive Eleven (11) Paid Holidays. High School monitors shall work a minimum of Seven (7) Hours Per Day. Kimpton Monitors shall work a minimum of Eight (8) Hours Per Day as long as bus duty is assigned as part of their regular workday.

Special Education Assistants: Special Education Assistants shall work all teacher work days (including conference nights); for a total of One Hundred Eighty Four (184) Days, plus receive Eleven (11) Paid Holidays.

15.04 FOOD SERVICE

CLASS I

CLASS II

Cooks: Cooks shall work every day students are in attendance; Seven (7) Hour Workers must work Three (3) Days before school opens which shall be one day before General Meeting Day, and one day after General Meeting Day for opening up kitchens and Two (2) Days after the last student day for cleaning up kitchens and equipment, plus receive Eleven (11) Paid Holidays.

CLASS III

Transporters: Transporters shall work every day students are in attendance, plus One (1) General Meeting Day, plus receive Eleven (11) Paid Holidays and no less than Four and three-quarter (4.75) Hours Per Day.

CLASS IV

Elementary Managers: Elementary Managers shall work every day students are in attendance, plus Three (3) Days before school opens which shall be one day before General Meeting Day, General Meeting Day, and one day after General Meeting Day] for opening up kitchens and Two (2) Days after the last student day for cleaning up kitchens and equipment, plus receive Eleven (11) Paid Holidays and no less than Six (6) Hours Per Day.

CLASS V

Secondary Managers/Kimpton/Lakeview Manager: Secondary Managers/Lakeview Manager shall work every day students are in attendance, Three (3) Days before school which shall be one day before General Meeting, General Meeting Day and one day after General Meeting Day] for opening up kitchens and Two (2) Days after the last student day for cleaning up kitchens and equipment, plus receive Eleven (11) Paid Holidays and no less than Seven and One-Half (7-1/2) Hours Per Day.

CLASS VI

Central Kitchen Managers: Central Kitchen Managers shall work every day students are in attendance, Three (3) Days before school opens [which shall be one day before General Meeting Day, General Meeting Day and one day after General Meeting Day] for opening up kitchens, and Two (2) Days after the last student day for cleaning up kitchens and equipment, plus receive Eleven (11) Paid Holidays and no less than Eight (8) Hours Per Day.

15.05 TRANSPORTATION

CLASS III

Bus Drivers: Bus Drivers shall work General Meeting Day, all student days and Two (2) professional development days. Bus drivers shall drive all scheduled days for their route and shall be guaranteed no less than Two (2) Hours each time a route is driven, plus receive Eleven (11) Paid Holidays.

Router: not less than seven (7) hours per day; twelve (12) months per year; thirteen (13) paid holidays

CLASS IV

Assistant Fleet Maintenance
Eight (8) Hours Per Day
Twelve (12) Months [includes thirteen (13)] Paid Holidays]

CLASS V

Fleet Maintenance
Eight (8) Hours Per Day
Twelve (12) Months [includes thirteen (13)] Paid Holidays]

CLASS VI

Head Fleet Maintenance

Eight (8) Hours Per Day

Twelve (12) Months [includes thirteen (13)] Paid Holidays]

*Tool Allowance is eight hundred twenty-eight dollars and six cents (\$828.06) per year, or as increased per the same increase as the base salary increase and will not carry over.

*The Board will provide insurance for Fleet Maintenance workers' tools and toolboxes.

*This provision is for all Fleet Maintenance workers.

ARTICLE 16. EMPLOYEE EVALUATION

- A. An MBU shall be assigned one (1) Administrator or immediate Supervisor for evaluation purposes. The MBU shall be notified of his/her evaluator no later than October 31, of each year and the evaluation shall be completed no later than April 30, of each year.
- B. Upon completion of the evaluation by the evaluator, the evaluation shall be discussed with the MBU. The MBU's signature on the evaluation only indicates receipt of the evaluation and does not indicate agreement with the contents. Refusal of the MBU to sign the evaluation shall constitute a waiver by the active employee of his/her right to grieve the evaluation process. All MBU's have the right to attach their comments to the evaluation and those comments will become a permanent part of the evaluation.
- C. Should the MBU be rated "Unsatisfactory" in any area of the evaluation, a written plan of assistance shall be given to the MBU aimed at improving the active employee's performance. The Plan of Assistance shall include the Association's input.
- D. The Association and the Board agree to mutually develop an evaluation/appraisal system for MBU's, taking into consideration the respective job descriptions and responsibilities. The current evaluation form shall be maintained unless changed by mutual agreement.

ARTICLE 17. CONDITIONS AND DURATION

17.01 COMPLETE AGREEMENT

The Board and the Association agree that during the conduct of negotiations, which led to this Agreement both had the unlimited right to make proposals and counter proposals within the scope of bargaining. Both parties further agree that the written provisions of this Agreement represent the complete and entire agreement between the parties. Any items previously to and not included in the written provisions contained herein shall be null and void and have further force or effect upon either party. All provisions of this Agreement shall remain in full and effect during the term of this Agreement, and no changes will be made in any wages, terms and conditions of employment, unless negotiated.

17.02 SEVERABILITY

- A. This Agreement supersedes and prevails over all statutes of the State of Ohio [except as specifically set forth in Ohio Revised Code Section 4117.10(A)], all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel, and all policies, rules, and regulations of the Board. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect.
- B. The parties shall meet within ten (10) days after the final determination of unlawfulness to bargain over its impact and to bring the Agreement into compliance. If the parties fail to reach agreement over the affected provision, the statutory Dispute Settlement Procedure shall be utilized to resolve the dispute.

17.03 CONTINUOUS PERFORMANCE

- A. During the life of this Agreement, the Association and its members hereby affirm that they will not sanction, engage in, or encourage or participate in any type of strike or work stoppage which results in a reduction in the regular professional duties or employment obligations of any School District MBU's.
- B. This provision shall not preclude any bargaining unit member from taking any necessary and reasonable actions to protect their personal health or safety or the health and safety of others.

17.04 MANAGEMENT RIGHTS

- A. The Board retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it by the laws and Constitutions of the State of Ohio and the United States, including all of the rights defined in Ohio Revised Code Section 4117.08(C). These include:
 - 1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - 2. Direct, supervise, evaluate, or hire MBUs;
 - 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 - 4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - 5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain MBU's;
 - 6. Determine the adequacy of the work force;

7. Determine the overall mission of the Board as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

B The exercise of the foregoing management rights by the Board shall be limited only by the terms of this Agreement.

17.05 DURATION OF CONTRACT

A. This agreement shall be effective at 12.01 a.m. on July 1, 2022 and shall remain in full force and effect thru midnight (12:00) on July 30, 2025.

SIGNATURES


For the Stow-Munroe Falls City School District Board of Education:

 9-18-23
Board of Education President Date



Superintendent Date

 9/13/23
Treasurer Date

For the Stow-Munroe Falls Classified Employees Association/OEA/NEA:

 9/12/23
SMFCEA President Date

 9/12/23
Designated MBU Representative Date

 9/13/23
OEA Representative Date

STATEMENTS OF INTENTION

- 1) The Parties will jointly develop a “New Employee Checklist” for employees new to the district or to a job classification to ensure that the new employee is aware of basic responsibilities and District/job-related procedures.
- 2) Within thirty (30) days of ratification of this successor agreement, the Board shall cause notice to be provided to all bargaining unit members related to access of KIOSK to enable the member to view and/or print a copy of his/her compensation notification provided through direct deposit, including instructions and a contact person if the member has questions.
- 3) By August 1, 2017, the revised Transportation Handbook will be distributed to transportation employees.
- 4) By March 1, 2018, the Committee Sick Leave Bank Committee will meet for the purpose of reaching a consensus recommendation for a means to add additional hours to the Sick Leave Bank.

APPENDIX A
SECRETARIAL/CLERICAL DEPARTMENT SALARY SCHEDULE

EFFECTIVE: JULY 1, 2022 – JUNE 30, 2023

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	\$15.07	\$15.81	\$16.04	\$16.24	\$16.77	\$17.09
2	\$16.95	\$17.82	\$18.05	\$18.29	\$18.88	\$19.14
3	\$17.91	\$18.82	\$19.05	\$19.29	\$19.80	\$20.17
4	\$19.91	\$20.88	\$21.08	\$21.32	\$21.88	\$22.20
5	\$20.88	\$21.90	\$22.11	\$22.31	\$22.90	\$23.21
6	\$21.87	\$22.90	\$23.13	\$23.38	\$23.90	\$24.21
Longevity Steps						
10	\$22.44	\$23.48	\$23.72	\$23.96	\$24.48	\$24.82
14	\$23.00	\$24.07	\$24.31	\$24.53	\$25.08	\$25.39
18	\$23.59	\$24.64	\$24.90	\$25.13	\$25.65	\$25.97
20	\$24.14	\$25.23	\$25.45	\$25.68	\$26.21	\$26.52
22	\$24.76	\$25.80	\$26.03	\$26.29	\$26.82	\$27.11
25	\$25.30	\$26.36	\$26.60	\$26.86	\$27.37	\$27.67
28	\$25.88	\$26.94	\$27.18	\$27.44	\$27.96	\$28.25
30	\$26.40	\$27.48	\$27.72	\$27.99	\$28.52	\$28.82
				Holy Family	HS Asst Principal's HS Receptionist HS Guidance Secy HS Athletic Secy KP Principal's KP Registrar/Guidance KP Attendance Secy LK Principal's Elem Principal's Food Service Secy	HS Activity Clerk HS Building Principal's Secy Bus Garage Secy

APPENDIX B
CUSTODIAL/MAINTENANCE DEPARTMENT SALARY SCHEDULE

EFFECTIVE: JULY 1, 2022 – JUNE 30, 2023

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1	\$15.81	\$18.15	\$18.68	\$19.08	\$19.24	\$19.34	\$19.44
2	\$17.48	\$19.99	\$20.58	\$21.00	\$21.15	\$21.26	\$21.36
3	\$18.04	\$20.61	\$21.17	\$21.62	\$21.78	\$21.88	\$21.98
4	\$19.26	\$21.78	\$22.27	\$22.79	\$22.94	\$23.04	\$23.14
5	\$19.80	\$22.28	\$22.85	\$23.37	\$23.52	\$23.62	\$23.73
6	\$20.35	\$22.86	\$23.46	\$23.96	\$24.11	\$24.21	\$24.32
Longevity Steps							
10	\$21.05	\$23.46	\$24.04	\$24.53	\$24.68	\$24.79	\$24.89
14	\$21.72	\$24.04	\$24.61	\$25.12	\$25.28	\$25.38	\$25.48
18	\$22.40	\$24.61	\$25.18	\$25.71	\$25.87	\$25.97	\$26.07
20	\$22.96	\$25.17	\$25.77	\$26.29	\$26.44	\$26.54	\$26.64
22	\$23.67	\$25.77	\$26.36	\$26.88	\$27.03	\$27.13	\$27.23
25	\$24.24	\$26.32	\$26.91	\$27.44	\$27.59	\$27.69	\$27.80
28	\$24.83	\$26.90	\$27.49	\$28.02	\$28.17	\$28.27	\$28.38
30	\$25.32	\$27.44	\$28.04	\$28.58	\$28.73	\$28.84	\$28.95
	Floater	9-month Assistant Custodian	12-month Custodian	Groundskeeper** Elementary Head Custodians	Lakeview/ Kimpton Head Custodians	HS Head Custodian	Maintenance Mail Courier

- Stipend paid for certification in: Boiler's License, Refrigeration, Electrician, Playground, HVAC, Welding, or other recognized certification areas.

FY 2023: \$450.46

- Custodial/Maintenance employees will be paid an additional Twenty Cents (\$.20) per hour when regularly assigned to second or third shift.
- Any building Foreman whose title was changed to Day Custodian and who is listed below, will receive the stipend listed below so long as they hold that position.

High School \$.35/Hour
Kimpton \$.25/Hour
Lakeview \$.25/Hour

APPENDIX C
ASSISTANTS/MONITORS DEPARTMENT SALARY SCHEDULE

EFFECTIVE: JULY 1, 2022 – JUNE 30, 2023

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	\$13.84	\$15.12	\$15.33	\$16.08	n/a	n/a
2	\$15.44	\$16.84	\$17.05	\$18.03	n/a	n/a
3	\$16.14	\$17.62	\$17.81	\$18.94	n/a	n/a
4	\$17.45	\$18.99	\$19.17	\$20.72	n/a	n/a
5	\$18.07	\$19.70	\$19.93	\$21.49	n/a	n/a
6	\$18.77	\$20.41	\$20.64	\$22.40	n/a	n/a
Longevity Steps						
10	\$19.37	\$21.00	\$21.24	\$22.97	n/a	n/a
14	\$19.94	\$21.57	\$21.81	\$23.57	n/a	n/a
18	\$20.53	\$22.17	\$22.40	\$24.17	n/a	n/a
20	\$21.09	\$22.74	\$22.96	\$24.72	n/a	n/a
22	\$21.69	\$23.33	\$23.53	\$25.31	n/a	n/a
25	\$22.25	\$23.89	\$24.09	\$25.87	n/a	n/a
28	\$22.83	\$24.47	\$24.68	\$26.46	n/a	
30	\$23.29	\$24.96	\$25.17	\$26.99	n/a	
	Noon-Time Assistants Crossing Guards *Student Control Monitors/KP & HS		Bus Aides	Study Hall Monitors ISS Monitors Special Ed Assist** District Lib Assist. Educational Assist.		

* Stipend: \$.50 cents per hour.

** Special Education Aides Stipend: \$.10 per hour, effective July 1, 2022

APPENDIX D
FOOD SERVICE DEPARTMENT SALARY SCHEDULE

EFFECTIVE: JULY 1, 2022 – JUNE 30, 2023

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	\$12.92	\$13.82	\$15.88	\$16.45	\$16.90	\$17.40
2	\$14.35	\$15.02	\$17.48	\$18.10	\$18.54	\$19.09
3	\$14.85	\$15.49	\$17.98	\$18.54	\$19.06	\$19.61
4	\$15.83	\$16.44	\$18.87	\$19.49	\$19.97	\$20.57
5	\$16.29	\$16.87	\$19.35	\$19.94	\$20.46	\$21.03
6	\$16.81	\$17.36	\$19.83	\$20.40	\$20.91	\$21.50
Longevity Steps						
10	\$17.39	\$17.93	\$20.41	\$20.97	\$21.51	\$22.11
14	\$18.00	\$18.54	\$21.00	\$21.56	\$22.10	\$22.75
18	\$18.56	\$19.14	\$21.57	\$22.15	\$22.68	\$23.36
20	\$19.11	\$19.70	\$22.14	\$22.73	\$23.25	\$23.92
22	\$19.71	\$20.28	\$22.74	\$23.33	\$23.85	\$24.56
25	\$20.27	\$20.84	\$23.31	\$23.89	\$24.41	\$25.11
28	\$20.86	\$21.42	\$23.89	\$24.47	\$24.99	\$25.69
30	\$21.28	\$21.85	\$24.37	\$24.96	\$25.49	\$26.20
		Cooks	Transporters	Elementary Managers	Lakeview, Kimpton Manager	Central Kitchen Manager

Additional \$.10 per hour for Classes IV, V and VI effective July 1, 2022

APPENDIX E
TRANSPORTATION DEPARTMENT SALARY SCHEDULE

EFFECTIVE: JULY 1, 2022 – JUNE 30, 2023

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	\$17.16	\$17.21	\$20.38	\$19.69	\$21.75	\$22.67
2	\$18.93	\$19.00	\$22.31	\$21.57	\$23.81	\$24.84
3	\$19.49	\$19.57	\$23.51	\$22.14	\$24.37	\$25.43
4	\$20.71	\$20.75	\$24.13	\$23.21	\$25.44	\$26.53
5	\$21.28	\$21.34	\$24.60	\$23.72	\$25.95	\$27.07
6	\$21.87	\$21.91	\$25.08	\$24.25	\$26.49	\$27.60
Longevity Steps						
10	\$22.41	\$22.50	\$25.65	\$24.85	\$27.08	\$28.24
14	\$23.00	\$23.05	\$26.22	\$25.42	\$27.61	\$28.89
18	\$23.60	\$23.64	\$26.82	\$25.99	\$28.22	\$29.57
20	\$24.14	\$24.21	\$27.38	\$26.55	\$28.77	\$30.14
22	\$24.77	\$24.81	\$27.97	\$27.14	\$29.36	\$30.84
25	\$25.31	\$25.37	\$28.52	\$27.70	\$29.93	\$31.41
28	\$25.91	\$25.95	\$29.10	\$28.28	\$30.51	\$32.00
30	\$26.43	\$26.47	\$29.68	\$28.85	\$31.12	\$32.64
			Bus Driver Router	Assistant Mechanic	Mechanic	Head Mechanic

Field Trip Rate: Steps 1-20: \$20.00
 Steps 22-30: \$21.50

Field Trip Rates effective July 1, 2022, contingent upon the transportation secretary providing documentation of field trip hours to the treasurer within 30 days of the ratification of the TA by the union and cooperating with the treasurer's office for any additional information needed.

Bus Washing: FY 2023: \$12.39

Tool Stipend: FY 2023: \$844.62

Mechanic Stipend paid for recognized certification areas: FY 2023: \$450.46

Mechanics shall have fifteen (15) minutes per day clean-up time.

APPENDIX A
SECRETARIAL/CLERICAL DEPARTMENT SALARY SCHEDULE

EFFECTIVE: 2023-2024

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	\$15.45	\$16.21	\$16.44	\$16.65	\$17.19	\$17.52
2	\$17.37	\$18.27	\$18.50	\$18.75	\$19.35	\$19.62
3	\$18.36	\$19.29	\$19.53	\$19.77	\$20.30	\$20.67
4	\$20.41	\$21.40	\$21.61	\$21.85	\$22.43	\$22.76
5	\$21.40	\$22.45	\$22.66	\$22.87	\$23.47	\$23.79
6	\$22.42	\$23.47	\$23.71	\$23.96	\$24.50	\$24.82
Longevity Steps						
10	\$23.00	\$24.07	\$24.31	\$24.56	\$25.09	\$25.44
14	\$23.58	\$24.67	\$24.92	\$25.14	\$25.71	\$26.02
18	\$24.18	\$25.26	\$25.52	\$25.76	\$26.29	\$26.62
20	\$24.74	\$25.86	\$26.09	\$26.32	\$26.87	\$27.18
22	\$25.38	\$26.45	\$26.68	\$26.95	\$27.49	\$27.79
25	\$25.93	\$27.02	\$27.27	\$27.53	\$28.05	\$28.36
28	\$26.53	\$27.61	\$27.86	\$28.13	\$28.66	\$28.96
30	\$27.06	\$28.17	\$28.41	\$28.69	\$29.23	\$29.54
				Holy Family	HS Asst Principal's HS Receptionist HS Guidance Secy HS Athletic Secy KP Principal's KP Registrar/Guidance KP Attendance Secy LK Principal's Elem Principal's Food Service Secy	HS Activity Clerk HS Building Principal's Secy Bus Garage Secy

APPENDIX B
CUSTODIAL/MAINTENANCE DEPARTMENT SALARY SCHEDULE

EFFECTIVE: 2023-2024

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1	\$16.21	\$18.60	\$19.15	\$19.56	\$19.72	\$19.82	\$19.93
2	\$17.92	\$20.49	\$21.09	\$21.53	\$21.68	\$21.79	\$21.89
3	\$18.49	\$21.13	\$21.70	\$22.16	\$22.32	\$22.43	\$22.53
4	\$19.74	\$22.32	\$22.83	\$23.36	\$23.51	\$23.62	\$23.72
5	\$20.30	\$22.84	\$23.42	\$23.95	\$24.11	\$24.21	\$24.32
6	\$20.86	\$23.43	\$24.05	\$24.56	\$24.71	\$24.82	\$24.93
Longevity Steps							
10	\$21.58	\$24.05	\$24.64	\$25.14	\$25.30	\$25.41	\$25.51
14	\$22.26	\$24.64	\$25.23	\$25.75	\$25.91	\$26.01	\$26.12
18	\$22.96	\$25.23	\$25.81	\$26.35	\$26.52	\$26.62	\$26.72
20	\$23.53	\$25.80	\$26.41	\$26.95	\$27.10	\$27.20	\$27.31
22	\$24.26	\$26.41	\$27.02	\$27.55	\$27.71	\$27.81	\$27.91
25	\$24.85	\$26.98	\$27.58	\$28.13	\$28.28	\$28.38	\$28.50
28	\$25.45	\$27.57	\$28.18	\$28.72	\$28.87	\$28.98	\$29.09
30	\$25.95	\$28.13	\$28.74	\$29.29	\$29.45	\$29.56	\$29.67
	Floater	9-month Assistant Custodian	12-month Custodian	Groundskeeper** Elementary Head Custodians	Lakeview/ Kimpton Head Custodians	HS Head Custodian	Maintenance Mail Courier

- Stipend paid for certification in: Boiler’s License, Refrigeration, Electrician, Playground, HVAC, Welding, or other recognized certification areas.

FY 2024: \$461.72

- Custodial/Maintenance employees will be paid an additional Twenty Cents (\$.20) per hour when regularly assigned to second or third shift.
- Any building Foreman whose title was changed to Day Custodian and who is listed below, will receive the stipend listed below so long as they hold that position.

High School \$.35/Hour
 Kimpton \$.25/Hour
 Lakeview \$.25/Hour

APPENDIX C
ASSISTANTS/MONITORS DEPARTMENT SALARY SCHEDULE

EFFECTIVE: 2023-2024

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	\$14.19	\$15.50	\$15.71	\$16.48	n/a	n/a
2	\$15.83	\$17.26	\$17.48	\$18.48	n/a	n/a
3	\$16.54	\$18.06	\$18.26	\$19.41	n/a	n/a
4	\$17.89	\$19.46	\$19.65	\$21.24	n/a	n/a
5	\$18.52	\$20.19	\$20.43	\$22.03	n/a	n/a
6	\$19.24	\$20.92	\$21.16	\$22.96	n/a	n/a
Longevity Steps						
10	\$19.85	\$21.53	\$21.77	\$23.54	n/a	n/a
14	\$20.44	\$22.11	\$22.36	\$24.16	n/a	n/a
18	\$21.04	\$22.72	\$22.96	\$24.77	n/a	n/a
20	\$21.62	\$23.31	\$23.53	\$25.34	n/a	n/a
22	\$22.23	\$23.91	\$24.12	\$25.94	n/a	n/a
25	\$22.81	\$24.49	\$24.69	\$26.52	n/a	n/a
28	\$23.40	\$25.08	\$25.30	\$27.12	n/a	
30	\$23.87	\$25.58	\$25.80	\$27.66	n/a	
	Noon-Time Assistants Crossing Guards *Student Control Monitors/KP & HS		Bus Aides	Study Hall Monitors ISS Monitors Special Ed Assist** District Lib Assist. Educational Assist.		

* Stipend: \$.50 cents per hour.

** Special Education Aides Stipend: \$.10 per hour, effective July 1, 2022

APPENDIX D
FOOD SERVICE DEPARTMENT SALARY SCHEDULE

EFFECTIVE: 2023-2024

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	\$13.24	\$14.17	\$16.28	\$16.86	\$17.32	\$17.84
2	\$14.71	\$15.40	\$17.92	\$18.55	\$19.00	\$19.57
3	\$15.22	\$15.88	\$18.43	\$19.00	\$19.54	\$20.10
4	\$16.23	\$16.85	\$19.34	\$19.98	\$20.47	\$21.08
5	\$16.70	\$17.29	\$19.83	\$20.44	\$20.97	\$21.56
6	\$17.23	\$17.79	\$20.33	\$20.91	\$21.43	\$22.04
Longevity Steps						
10	\$17.82	\$18.38	\$20.92	\$21.49	\$22.05	\$22.66
14	\$18.45	\$19.00	\$21.53	\$22.10	\$22.65	\$23.32
18	\$19.02	\$19.62	\$22.11	\$22.70	\$23.25	\$23.94
20	\$19.59	\$20.19	\$22.69	\$23.30	\$23.83	\$24.52
22	\$20.20	\$20.79	\$23.31	\$23.91	\$24.45	\$25.17
25	\$20.78	\$21.36	\$23.89	\$24.49	\$25.02	\$25.74
28	\$21.38	\$21.96	\$24.49	\$25.08	\$25.61	\$26.33
30	\$21.81	\$22.40	\$24.98	\$25.58	\$26.13	\$26.86
		Cooks	Transporters	Elementary Managers	Lakeview, Kimpton Manager	Central Kitchen Manager

Additional \$.10 per hour for Classes IV, V and VI effective July 1, 2022

APPENDIX E
TRANSPORTATION DEPARTMENT SALARY SCHEDULE

EFFECTIVE: 2023-2024

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	\$17.59	\$17.64	\$20.89	\$20.18	\$22.29	\$23.24
2	\$19.40	\$19.48	\$22.87	\$22.11	\$24.41	\$25.46
3	\$19.98	\$20.06	\$24.10	\$22.69	\$24.98	\$26.07
4	\$21.23	\$21.27	\$24.73	\$23.79	\$26.08	\$27.19
5	\$21.81	\$21.87	\$25.22	\$24.31	\$26.60	\$27.75
6	\$22.42	\$22.46	\$25.71	\$24.86	\$27.15	\$28.29
Longevity Steps						
10	\$22.97	\$23.06	\$26.29	\$25.47	\$27.76	\$28.95
14	\$23.58	\$23.63	\$26.88	\$26.06	\$28.30	\$29.61
18	\$24.19	\$24.23	\$27.49	\$26.64	\$28.93	\$30.31
20	\$24.74	\$24.82	\$28.06	\$27.21	\$29.49	\$30.89
22	\$25.39	\$25.43	\$28.67	\$27.82	\$30.09	\$31.61
25	\$25.94	\$26.00	\$29.23	\$28.39	\$30.68	\$32.20
28	\$26.56	\$26.60	\$29.83	\$28.99	\$31.27	\$32.80
30	\$27.09	\$27.13	\$30.42	\$29.57	\$31.90	\$33.46
			Bus Driver Router	Assistant Mechanic	Mechanic	Head Mechanic

Field Trip Rate: Steps 1-20: \$20.00
 Steps 22-30: \$21.50

Field Trip Rates effective July 1, 2022, contingent upon the transportation secretary providing documentation of field trip hours to the treasurer within 30 days of the ratification of the TA by the union and cooperating with the treasurer's office for any additional information needed.

Bus Washing: FY 2024: \$12.70

Tool Stipend: FY 2024: \$865.74

Mechanic Stipend paid for recognized certification areas: FY 2024: \$461.72

Mechanics shall have fifteen (15) minutes per day clean-up time.

APPENDIX A
SECRETARIAL/CLERICAL DEPARTMENT SALARY SCHEDULE

EFFECTIVE: 2024-2025

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	\$15.83	\$16.61	\$16.85	\$17.06	\$17.62	\$17.96
2	\$17.81	\$18.72	\$18.96	\$19.22	\$19.84	\$20.11
3	\$18.82	\$19.77	\$20.01	\$20.27	\$20.80	\$21.19
4	\$20.92	\$21.94	\$22.15	\$22.40	\$22.99	\$23.32
5	\$21.94	\$23.01	\$23.23	\$23.44	\$24.06	\$24.39
6	\$22.98	\$24.06	\$24.30	\$24.56	\$25.11	\$25.44
Longevity Steps						
10	\$23.58	\$24.67	\$24.92	\$25.17	\$25.72	\$26.08
14	\$24.16	\$25.29	\$25.54	\$25.77	\$26.35	\$26.68
18	\$24.78	\$25.89	\$26.16	\$26.40	\$26.95	\$27.28
20	\$25.36	\$26.51	\$26.74	\$26.98	\$27.54	\$27.86
22	\$26.01	\$27.11	\$27.35	\$27.62	\$28.18	\$28.48
25	\$26.58	\$27.69	\$27.95	\$28.22	\$28.76	\$29.07
28	\$27.19	\$28.30	\$28.56	\$28.83	\$29.38	\$29.68
30	\$27.74	\$28.87	\$29.12	\$29.41	\$29.96	\$30.28
				Holy Family	HS Asst Principal's HS Receptionist HS Guidance Secy HS Athletic Secy KP Principal's KP Registrar/Guidance KP Attendance Secy LK Principal's Elem Principal's Food Service Secy	HS Activity Clerk HS Building Principal's Secy Bus Garage Secy

APPENDIX B
CUSTODIAL/MAINTENANCE DEPARTMENT SALARY SCHEDULE

EFFECTIVE: 2024-2025

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1	\$16.61	\$19.07	\$19.63	\$20.05	\$20.21	\$20.32	\$20.42
2	\$18.36	\$21.00	\$21.62	\$22.06	\$22.22	\$22.34	\$22.44
3	\$18.95	\$21.65	\$22.24	\$22.71	\$22.88	\$22.99	\$23.09
4	\$20.24	\$22.88	\$23.40	\$23.94	\$24.10	\$24.21	\$24.31
5	\$20.80	\$23.41	\$24.01	\$24.55	\$24.71	\$24.82	\$24.93
6	\$21.38	\$24.02	\$24.65	\$25.17	\$25.33	\$25.44	\$25.55
Longevity Steps							
10	\$22.12	\$24.65	\$25.26	\$25.77	\$25.93	\$26.04	\$26.15
14	\$22.82	\$25.26	\$25.86	\$26.39	\$26.56	\$26.66	\$26.77
18	\$23.53	\$25.86	\$26.45	\$27.01	\$27.18	\$27.28	\$27.39
20	\$24.12	\$26.44	\$27.07	\$27.62	\$27.78	\$27.88	\$27.99
22	\$24.87	\$27.07	\$27.69	\$28.24	\$28.40	\$28.50	\$28.61
25	\$25.47	\$27.65	\$28.27	\$28.83	\$28.99	\$29.09	\$29.21
28	\$26.09	\$28.26	\$28.88	\$29.44	\$29.60	\$29.70	\$29.82
30	\$26.60	\$28.83	\$29.46	\$30.03	\$30.18	\$30.30	\$30.42
	Floater	9-month Assistant Custodian	12-month Custodian	Groundskeeper** Elementary Head Custodians	Lakeview/ Kimpton Head Custodians	HS Head Custodian	Maintenance Mail Courier

- Stipend paid for certification in: Boiler's License, Refrigeration, Electrician, Playground, HVAC, Welding, or other recognized certification areas.

FY 2025: \$473.26

- Custodial/Maintenance employees will be paid an additional Twenty Cents (\$.20) per hour when regularly assigned to second or third shift.
- Any building Foreman whose title was changed to Day Custodian and who is listed below, will receive the stipend listed below so long as they hold that position.

High School \$.35/Hour
Kimpton \$.25/Hour
Lakeview \$.25/Hour

APPENDIX C
ASSISTANTS/MONITORS DEPARTMENT SALARY SCHEDULE

EFFECTIVE: 2024-2025

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	\$14.54	\$15.89	\$16.11	\$16.89	n/a	n/a
2	\$16.22	\$17.69	\$17.91	\$18.94	n/a	n/a
3	\$16.96	\$18.51	\$18.71	\$19.90	n/a	n/a
4	\$18.33	\$19.95	\$20.14	\$21.77	n/a	n/a
5	\$18.98	\$20.70	\$20.94	\$22.58	n/a	n/a
6	\$19.72	\$21.44	\$21.68	\$23.53	n/a	n/a
Longevity Steps						
10	\$20.35	\$22.06	\$22.32	\$24.13	n/a	n/a
14	\$20.95	\$22.66	\$22.91	\$24.76	n/a	n/a
18	\$21.57	\$23.29	\$23.53	\$25.39	n/a	n/a
20	\$22.16	\$23.89	\$24.12	\$25.97	n/a	n/a
22	\$22.79	\$24.51	\$24.72	\$26.59	n/a	n/a
25	\$23.38	\$25.10	\$25.31	\$27.18	n/a	n/a
28	\$23.99	\$25.71	\$25.93	\$27.80	n/a	
30	\$24.47	\$26.22	\$26.44	\$28.36	n/a	
	Noon-Time Assistants Crossing Guards *Student Control Monitors/KP & HS		Bus Aides	Study Hall Monitors ISS Monitors Special Ed Assist** District Lib Assist. Educational Assist.		

* Stipend: \$.50 cents per hour.

** Special Education Aides Stipend: \$.10 per hour, effective July 1, 2022

APPENDIX D
FOOD SERVICE DEPARTMENT SALARY SCHEDULE

EFFECTIVE: 2024-2025

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	\$13.57	\$14.52	\$16.68	\$17.28	\$17.76	\$18.28
2	\$15.08	\$15.78	\$18.36	\$19.02	\$19.48	\$20.06
3	\$15.60	\$16.27	\$18.89	\$19.48	\$20.02	\$20.60
4	\$16.63	\$17.27	\$19.83	\$20.48	\$20.98	\$21.61
5	\$17.11	\$17.72	\$20.33	\$20.95	\$21.50	\$22.09
6	\$17.66	\$18.24	\$20.83	\$21.43	\$21.97	\$22.59
Longevity Steps						
10	\$18.27	\$18.84	\$21.44	\$22.03	\$22.60	\$23.23
14	\$18.91	\$19.48	\$22.06	\$22.65	\$23.22	\$23.90
18	\$19.50	\$20.11	\$22.66	\$23.27	\$23.83	\$24.54
20	\$20.08	\$20.70	\$23.26	\$23.88	\$24.43	\$25.13
22	\$20.71	\$21.31	\$23.89	\$24.51	\$25.06	\$25.80
25	\$21.30	\$21.90	\$24.49	\$25.10	\$25.65	\$26.38
28	\$21.92	\$22.50	\$25.10	\$25.71	\$26.26	\$26.99
30	\$22.36	\$22.96	\$25.60	\$26.22	\$26.78	\$27.53
		Cooks	Transporters	Elementary Managers	Lakeview, Kimpton Manager	Central Kitchen Manager

Additional \$.10 per hour for Classes IV, V and VI effective July 1, 2022

APPENDIX E
TRANSPORTATION DEPARTMENT SALARY SCHEDULE

EFFECTIVE: 2024-2025

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	\$18.03	\$18.08	\$21.41	\$20.69	\$22.85	\$23.82
2	\$19.89	\$19.96	\$23.44	\$22.66	\$25.02	\$26.10
3	\$20.48	\$20.56	\$24.70	\$23.26	\$25.60	\$26.72
4	\$21.76	\$21.80	\$25.35	\$24.39	\$26.73	\$27.87
5	\$22.36	\$22.42	\$25.85	\$24.92	\$27.26	\$28.44
6	\$22.98	\$23.02	\$26.35	\$25.48	\$27.83	\$29.00
Longevity Steps						
10	\$23.54	\$23.64	\$26.95	\$26.11	\$28.45	\$29.67
14	\$24.16	\$24.22	\$27.55	\$26.71	\$29.01	\$30.35
18	\$24.79	\$24.84	\$28.18	\$27.31	\$29.65	\$31.07
20	\$25.36	\$25.44	\$28.77	\$27.89	\$30.23	\$31.67
22	\$26.02	\$26.07	\$29.39	\$28.51	\$30.85	\$32.40
25	\$26.59	\$26.65	\$29.96	\$29.10	\$31.45	\$33.00
28	\$27.22	\$27.26	\$30.57	\$29.71	\$32.05	\$33.62
30	\$27.77	\$27.81	\$31.18	\$30.31	\$32.70	\$34.29
			Bus Driver Router	Assistant Mechanic	Mechanic	Head Mechanic

Field Trip Rate: Steps 1-20: \$20.00
 Steps 22-30: \$21.50

Field Trip Rates effective July 1, 2022, contingent upon the transportation secretary providing documentation of field trip hours to the treasurer within 30 days of the ratification of the TA by the union and cooperating with the treasurer's office for any additional information needed.

Bus Washing: FY 2025: \$13.02

Tool Stipend: FY 2025: \$887.38

Mechanic Stipend paid for recognized certification areas: FY 2025: \$473.26

Mechanics shall have fifteen (15) minutes per day clean-up time.

APPENDIX F

**WORKING CONDITIONS ASSOCIATED WITH COMMUNITY USE OF SCHOOL FACILITIES
(Equal Access)**

1. Cafeteria kitchens may be used. If school kitchen equipment is utilized, the Cafeteria Supervisor or designated cafeteria MBU must be present.
2. No charge will be made for the use of school facilities by recognized school personnel groups, teacher or student organizations.
3. The cafeteria kitchen and the restaurant kitchen require supervision at a charge in addition to the rental rate if equipment is to be utilized.
4. Custodians are paid at overtime rates for weekend and holiday work. Accordingly, charges reflecting such custodial overtime costs, based on established overtime rates for custodial services, will be added to the rates for use on Saturdays, Sundays, and holidays.
5. Use of the Kimpton Auditorium also requires the supervision of the Technical Director and/or Assistants at the appropriate wage rates.
6. Use of the kitchen equipment at Kimpton, Lakeview, or an Elementary site requires supervision at a charge in addition to the rental rates.

APPENDIX G

FAIR SHARE FEE LEGACY DOCUMENT

The parties agree to maintain as a Legacy Document in Appendix G the fair share fee language provisions contained in the 2017-2020 negotiated agreement prior to the U.S. Supreme Court decision in *Janus v. American Federation of State, County, and Municipal Employee, Council 31*. The parties agree to maintain this Legacy Document in the event there is a change in law that will allow for this language to be placed back into the contract and be implemented. In the event there is such a change in law, the parties shall meet to negotiate any necessary change to this Legacy Document prior to the language being placed back into the negotiated agreement.

ARTICLE 6. ASSOCIATION RIGHTS

6.01 FAIR SHARE FEE

A. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such nonmembers during the term of this Agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Board Treasurer on or about September 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted; and the Board agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payors

Payroll deduction of such annual Fair Share Fees shall commence on the first pay date which occurs on or after January 15, annually. In the case of MBU's newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- a. sixty (60) calendar days employment in a bargaining unit position;
- b. January 15.

2. Upon Termination of Membership During the Membership Year

The Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) calendar days from termination of membership.

D. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the MBU's for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

E. Procedure For Rebate

The Association represents to the Board that an Internal Rebate Procedure has been established in accordance with Ohio Revised Code Section 4117.09(C), and that a procedure for challenging the amount of the representation fee has been established and will be given to each bargaining unit member who does not join the Association, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

F. Entitlement To Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the Internal Rebate Procedure adopted by the Association.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Stow-Munroe Falls City School District Board of Education ("Board") and the Stow Munroe-Falls Classified Employee's Association/OEA/NEA ("Association") on this 28th day of February 2023 in order to determine the selection of the Head Custodians in each of the district's school buildings.

WHEREAS, the Board and the Association are parties to a collective bargaining agreement ("Master Agreement") in effect from July 1, 2022 through June 30, 2025;

WHEREAS, the Board and the Association agree to add Head Custodians to the Master Agreement;

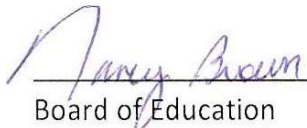
WHEREAS, the Board and the Association agree that in filling the Head Custodian positions, there shall be as little employee movement from buildings or shifts as possible.


NOW THEREFORE, the parties hereby agree to the following;

1. The Head Custodian positions will be posted and filled in accordance with the CBA, except that priority will be given to applicants who are current day custodians in the building.
2. In the event there are not current day custodian applicants for each Head Custodian position, the district shall have the ability to appoint an existing day custodian to the Head Custodian position in their building.
3. After the initial filling of the Head Custodian positions in each building, the process of hiring a Head Custodian shall revert back to current contract language.
4. This MOU is contingent upon the ratification of the successor agreement from July 1, 2022 through June 30, 2025.

IN WITNESS WHEREOF, the parties hereby signify their agreement by affixing the signatures of their respective representatives below.

FOR THE BOARD:

 2-28-23
Board of Education Date

 2-28-23
Association President Date

 2/28/23
Superintendent Date

FOR THE ASSOCIATION:

 2-28-23
Association Officer Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Stow-Munroe Falls City School District Board of Education ("Board") and the Stow Munroe-Falls Classified Employee's Association/OEA/NEA ("Association") on this 28th day of February 2023.

WHEREAS, the Board and the Association are parties to a collective bargaining agreement ("Master Agreement") in effect from July 1, 2022 through June 30, 2025; and

WHEREAS, the Board and the Association agree to the following terms as part of the final tentative agreement for the Master Agreement;

NOW THEREFORE, the parties hereby agree to the following;

1. As set forth in the parties' February 28, 2023, the District agrees to pay retro pay to July 1, 2022 for:
 - New Step 30 of Salary Schedules
 - SPED stipend of S. 10 per hour (Appendix C)
 - \$.10 per hour stipend for Class IV, V and VI food service employees (Appendix D)
 - Class VII maintenance and mail courier movement (Appendix B)
 - Field trip rate, contingent upon the transportation secretary providing documentation of field trip hours within 30 days of ratification of the TA by the union and cooperating with the treasurer's office for any additional information needed (Appendix E)District shall implement retro pay as soon as feasibly possible and no later than the last payroll of the 2022-2023 contractual year.
2. The District agrees to pay a stipend of \$65 to all MBU's who do not qualify for retro in paragraph 1 above. In the event that an MBU feels s/he is eligible for more than \$65 for work performed between the time period of July 1, 2022 through the date of implementation of the Master Agreement that is subject to the parties' January 4, 2023 TA in Sections 12.05B, 12.06E, 13.04C, or 13.07 D, the employee shall present documentation of the work performed under the identified sections to the treasurer for review and if confirmed, the employee shall be compensated for the difference between the \$65 stipend and the wages of the work performed. Employees must submit documentation no later than their last contracted 2022-2023 workday.
3. This MOU is contingent upon the ratification of the successor agreement from July 1, 2022 through June 30, 2025.

IN WITNESS WHEREOF, the parties hereby signify their agreement by affixing the signatures of their respective representatives below.

FOR THE BOARD:

FOR THE ASSOCIATION:

Nancy Brown 2-28-23
Board of Education Date

ZBF 2-28-23
Association President Date

Tom Burt 2/28/23
Superintendent Date

B. Johnson 2-28-23
Association Officer Date

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