
NEGOTIATED AGREEMENT

between the

SHELBY ASSOCIATION OF SCHOOL SUPPORT

and the

SHELBY CITY SCHOOL DISTRICT

July 1, 2026- June 30, 2029

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ARTICLE 1 – RECOGNITION

- 1.01 Recognition Statement – This agreement entered into by and between the Shelby City Board of Education, Richland County, Ohio, hereinafter referred to as the “Board” and the Shelby Association of School Support (SASS) affiliated with the Ohio Education Association, the National Education Association, and the North Central Ohio Education Association hereinafter referred to as the “Union” has as its purpose the mutual satisfactory relationship between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences which may arise; and the establishment of wages, hours, and terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. Additional part time, hourly, and third party individuals may be added through mutual agreement between the Superintendent and union leadership.
- 1.02 Bargaining Unit Defined – The Union is recognized as the sole and exclusive representative for all regularly employed full or part-time employees of the Board in the job classifications of the bargaining unit as set forth below for the purpose of establishing wages, hours, and other terms and conditions of employment.

This recognition shall be for the duration of this agreement and any extensions thereof. Representative status of the Union may only be challenged according to the rules and regulations of the State Employment Relations Board (SERB) and ORC 4117.07.

The Union’s exclusive bargaining unit includes employees in the job classification groupings listed below:

1. Transportation
2. Food Service
3. Custodial
4. Secretarial
5. Educational Aide
6. Maintenance

The term employee(s), as used in the negotiated agreement, shall refer to members of the bargaining unit.

- 1.03 Exclusions From the Bargaining Unit – For the purposes of this agreement, excluded from the bargaining unit are all confidential employees and supervisors as defined in ORC 4117.

ARTICLE 2 – DUES DEDUCTION AND MAINTENANCE OF MEMBERSHIP

- 2.01 The Board agrees to deduct from the wages of employees the payment of dues to the Union, upon presentation of a written authorization individually executed by any employee and bearing his or her signature. Signed payroll deduction authorizations so executed shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership will only be allowed between August 21 and September 15 of any year, provided the bargaining unit member provides written notice to the treasurer of the Board and the Association president.

- 2.02 Payroll deductions in the amount of prorated state dues/fee shall be forwarded to the Ohio Education Association (OEA) along with a complete description by name and amount for each employee following the District's semi-monthly payroll calendar. A copy of this description shall be forwarded directly to the local Union treasurer.
- 2.03 Union dues as certified annually on or before October 1, shall be deducted from consecutive pays beginning with the last pay period in October and continuing through the last pay period in June.
- 2.04 The Union and its individual members agree to indemnify and hold harmless the Board and any of its employees with respect to any claims, demands, suits or other forms of liability, including legal fees and expenses that may arise out of or by reason of the action taken by the Board, for purposes of complying with any of the provisions of this article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Union shall retain control of an appointment of legal counsel for defense and indemnification purposes.

ARTICLE 3 – NEGOTIATIONS PROCEDURE

- 3.01 Scope – All matters pertaining to wages, hours, or terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this Collective Bargaining Agreement are subject to collective bargaining between the parties.
- 3.02 Bargaining Teams – The Board and the Union shall be represented at all negotiations meetings by a team of negotiators not to exceed five (5) in number. Neither the Union nor the Board shall have any control over the selection of the representatives of the other party. However, each must be an employee or a member of the Board.
- 3.03 Assistance – In addition to the members of each bargaining team, the Board and the Union may utilize the assistance of professional representatives. The cost of such representation shall be borne by each party utilize the same.
- 3.04 Initiating Negotiations – A request for negotiations to begin may be initiated in writing by the Union or the Board between ninety (90) and one hundred twenty (120) days before the expiration of the existing agreement. Negotiations may be initiated more than one hundred twenty (120) days prior to the expiration of this agreement if mutually agreed upon by the Board and the Association. A request from the Association should be sent to the president of the Board, with a copy to the superintendent. A request from the Board should be sent to the president of the Union. Upon receipt of this written request, the parties shall establish a first meeting date, which shall be no later than fifteen (15) days following the receipt of the request. In addition, the parties shall inform each other of their representative serving on the bargaining teams.

At the initial session, the parties shall exchange their written proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.

- 3.05 Negotiation Meetings – Following the initial meeting as described in paragraph 3.04 above, such additional meetings shall be held as the parties may require to reach an

agreement on the issue(s) or until an impasse is declared by either party. Negotiation meetings shall be in executive session unless mutually agreed otherwise by both parties.

- 3.06 Caucus – Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party to caucus.
- 3.07 News Release – While discussions are in process, all news releases shall be mutually prepared and agreed upon by both parties. Upon the declaration of an impasse by either party, any release prepared for the news media by either party shall be provided to the other party at least twenty-four (24) hours before release to the news media.
- 3.08 Progress Report – The Union’s team retains the right to issue general reports to members of the Union on the progress of negotiations.

The Board’s team retains the right to issue general reports to members of the Board of Education and administrative team on the progress of negotiations.

- 3.09 Information – The Board and the Union agree to furnish each other upon request and in a reasonable time, both prior to and during negotiations, all routine and regularly prepared public information concerning the issue(s) under consideration.
- 3.10 Responsibilities – The parties pledge themselves to negotiate in good faith and, in the event of failure to reach agreement, to utilize in good faith agreed upon impasse procedures.
- 3.11 Impasse – In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option to declare an impasse.

If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on only the issues where agreement has not been reached by the parties. However, it is recognized that in attempting to reach agreement on items at impasse those items previously agreed upon may be modified upon mutual agreement of the parties.

- 3.12 Mediation – If no agreement has been reached thirty (30) days prior to the expiration of the agreement, the parties shall request the assistance of the Federal Mediation and Conciliation Service (FMCS), or a mutually agreeable mediation service, to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service or similar agency or organization. The individual selected to be the mediator shall not reside nor shall he/she have resided within the Shelby City School District, nor shall the individual selected be or have been a member of OEA/NEA. The mediator shall meet with both parties either jointly or separately and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. In the event there are costs and expenses for such service, the cost shall be shared equally by the Board and the Association. The alternate dispute settlement procedure set forth herein is established pursuant to Section 4117.14 (E) of the Revised Code. If agreement is not reached through the alternate dispute settlement procedure by the expiration of this negotiated agreement, both parties reserve unto themselves all rights, duties and authority granted and imposed by Chapter 4117 of

the Revised Code to the said parties at the exhaustion of the dispute settlement procedure. When impasse is declared by either party, but no earlier than thirty (30) days prior to the expiration of this agreement, the parties shall request the assistance of the Federal Mediation and Conciliation Service (FMCS). The alternate dispute settlement procedure set forth herein is established pursuant to Section 4117.14 (E) of the Revised Code. If agreement is not reached through the alternate dispute settlement procedure by the expiration of this negotiated agreement, both parties reserve unto themselves all rights, duties, and authority granted and imposed by Chapter 4117 of the Revised Code to the said parties at the exhaustion of the dispute settlement procedure.

The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

The mediator has no authority to bind either party to any agreements.

- 3.13 Ratification – When tentative agreement is reached on all issues by the parties, the Union membership shall act upon the tentative agreements within fifteen (15) calendar days and the tentative agreements shall then be submitted to the Board for consideration. Upon approval by the Union and within ten (10) calendar days of that action, the Board shall act upon the tentative agreements. The proposed agreement shall be acted on as a whole. When approved by both parties, in accordance with this section, the agreement shall be signed by both parties and shall be binding on both parties.
- 3.14 Extensions – The time lines in this section may be extended with mutual consent of the parties.

ARTICLE 4 – UNION RIGHTS

- 4.01 Mail – The Association has the right to use the intra-district mail service as long as such right does not interfere with the business use of such service. All mail sent by the Association through the intra-district service will relate to the current business of the Shelby Public Schools.
- 4.02 Facilities – The Union has the right to use school facilities, when not otherwise used for educational purposes, for appropriate activities of the Union providing a three (3) day notice is given the office of the superintendent or his designee and the building principal. The parties may mutually agree to lesser notification.
- 4.03 Meetings – Union members who work evenings will be granted up to two (2) hours' released time for a maximum of four (4) regular Union meetings per year.

The Union president must notify the superintendent or his/her designee of the upcoming meetings where employees will be absent from their job responsibilities. The day after the meeting, the president will submit to the superintendent or his/her designee a list of those employees absent from their job responsibilities and in attendance as well as the length of time the meeting lasted.

Employees will notify the Supervisor twenty-four (24) hours in advance of his/her absence to attend the Union meeting.

- 4.04 Professional Meeting Attendance – The Union president and one (1) delegate will be granted released time, not to exceed two (2) days, to attend OEA Representative Assemblies with no loss in pay.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 The Board hereby retains and reserves unto itself, except as limited by the specific and express terms and conditions of this contract, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, the right to:
- A. 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 employers, standards of services, its overall budget, utilization of technology, and organizational structure;
 - B. Direct, supervise, evaluate, or hire employees;
 - C. Maintain and improve the efficiency and effectiveness of operations;
 - D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
 - F. Determine the adequacy of the work force;
 - G. Determine the overall mission of the employer;
 - H. Effectively manage the work force;
 - I. Take actions to carry out the mission of the public employer.
- 5.02 The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

ARTICLE 6 – UNION SECURITY

- 6.01 The Shelby City Board of Education or any of their department division heads or supervisors will make no change in wages, fringe benefits, or other conditions covered by this agreement which would affect the bargaining unit, without approval of the Union.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Objective – The objective of this procedure is to secure at the lowest possible administrative level, in the shortest time, equitable solutions to grievances. Proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All grievances shall be presented promptly after the event giving rise to the grievance.

Definitions

7.02 A grievance is an alleged violation, misinterpretation, or misapplication of the expressed provisions of the negotiated agreement.

7.03 A day shall be defined as a week day (Monday through Friday), excluding weekend days, legal holidays, and/or the employee's approved vacation days.

7.04 The aggrieved shall be defined as an employee, group of employees, or the Union filing the grievance.

Procedure Rules

7.05 The aggrieved shall have the right to local union representation at all meetings and hearings involving a grievance.

7.06 The Union has the right to file grievances and to be present for the adjustment of any and all grievances filed at Level I, II, III, or IV.

7.07 The number of days indicated at each level shall be considered a maximum. The time limits specified may, however, be extended by mutual agreement confirmed in writing.

7.08 Failure of the aggrieved to proceed within the specified time limits to the initial level or any subsequent levels will result in the grievance being waived and rendered void and may not be re-filed.

7.09 Failure of the administration to respond to the time limit stated shall mean the grievance progresses to the next level.

7.10 A grievance shall be filed at the appropriate level, which is with the level of administration whose action prompted the grievance.

7.11 A grievance reduced to writing shall include: (a) provisions of the agreement allegedly violated; (b) a description of what occurred and when it occurred; (c) relief sought; and (d) date of initiating procedure. (See Appendix G for grievance form)

7.12 Forms for processing grievances shall be made available through designated officials of the Union or the superintendent's office.

7.13 All documents, communications, and records dealing with the processing of a grievance, if retained, will be filed separately from the personnel files of the participants except to

the extent such documentation is necessary for the implementation of the grievance award.

- 7.14 No reprisals shall be taken against any party because of their involvement in the use of the grievance procedure.
- 7.15 Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board, unless mutually agreed to by the parties.
- 7.16 A grievance may be withdrawn at any level by the Union without prejudice or precedent and would be considered resolved.

Informal Procedure

- 7.17 Bargaining unit members are encouraged to consult with a SASS representative prior to initiating discussion with their assigned supervisors. An employee having a complaint or problem shall first discuss the matter informally with the district administrator who is the source of the complaint, if known, through normal channels of communication with the sincere intent of solving the problem through informal discussion. If the source is unknown, the employee shall discuss the matter with his/her immediate supervisor. The grievant will inform that administrator that the discussion is the informal level of the grievance procedure. For this section only (7.17), Section 7.05 shall be subordinate to the application of providing representation by the grievant informing the SASS representative to be on call in the event the grievant desires his/her presence at the remainder of the informal discussion.

Formal Procedure

Level I – Principal/Supervisor (Written)

- 7.18 If the informal discussion does not resolve the employee's problem, he can then put his complaint in the form of a written grievance and submit it to his immediate supervisor or building principal. If the building administrator/supervisor does not have the authority to grant the relief requested, the building administrator/supervisor shall initial and date the grievance form, and the grievant shall file the grievance form at Level II of this procedure. This written grievance must be submitted no later than fifteen (15) days after the day of the alleged violation or within fifteen (15) days of when the grievant knew or, in the exercise of reasonable diligence, should have known of the violation or the grievance will be considered waived and rendered void and may not be refiled.
- 7.19 A meeting shall be mutually agreed upon between the aggrieved and the supervisor no later than five (5) days after the day the grievance is filed. A Union representative and a Board representative may also be present at the meeting.
- 7.20 Either the aggrieved or the supervisor may have in attendance such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

- 7.21 No later than five (5) days after the day of the meeting, the administrator shall provide an answer to the grievance with a copy to the Union president and the superintendent or his designee.

Level II – Superintendent (Written)

- 7.22 If the aggrieved is not satisfied with the answer received in Level I, he may, within five (5) days after the day of receipt of such written answer, submit the written grievance to the superintendent and request a meeting to discuss the grievance.
- 7.23 The meeting between the aggrieved and the superintendent shall be held no later than five (5) days after the day of the request. A Union representative, the principal and/or supervisor, and a Board representative may also be present. The meeting shall be conducted in a manner as stated in Level I. No later than five (5) days after the day of the meeting, the superintendent shall provide the aggrieved with a written answer to the grievance with a copy to the Union president.

Level III – Board of Education (Written)

- 7.24 If the action taken by the superintendent or his designee does not resolve the grievance to the satisfaction of the employee, such employee may submit an appeal in writing to the Board of Education. The notice of appeal shall be sent to the superintendent and the treasurer of the Board. Failure to file such an appeal within five (5) working days from receipt of the memorandum of the superintendent or his designee's action on said grievance shall be deemed a waiver of the right to appeal. Either the Board or the Association shall have the right to waive the Board of Education step. Such waiver shall be put in writing to the other party.
- 7.25 The superintendent or his designee shall place the matter on the agenda for the next regular meeting of the Board of Education or at a special meeting of the Board if the parties involved feel that expediency should be served. The hearing before the board shall include the Board, the grievant, and upon the employee's request, counsel or a Union representative, the superintendent or his designee and a Board representative. The hearing shall be in private (executive session) unless both parties to the grievance request a public hearing. The Board shall act upon such grievance within ten (10) working days from the date of the hearing before the Board.

Level IV – Binding Arbitration (Written)

- 7.26 If the aggrieved is not satisfied with the answer received in Level III, the Union may, within ten (10) days of such written answer, make written notice to the Board that the grievance is being submitted to arbitration.
- 7.27 The arbitrator shall be selected by the Union and the superintendent.
- 7.28 If the Union and the Board cannot agree on an arbitrator within ten (10) days after the date the notice for arbitration has been submitted, the arbitrator shall be selected from the American Arbitration Association (AAA), according to its voluntary rules and regulations.

- 7.29 The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling on the grievance as stated.
- 7.30 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
- 7.31 The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of the written provisions of this agreement or imply obligations and conditions binding upon the parties from this agreement except as set forth herein.
- 7.32 The arbitrator shall not decide more than one grievance on the same day or series of hearing days except by mutual agreement between the parties.
- 7.33 The ruling of the arbitrator shall be made in writing to the aggrieved, the Union and the superintendent, and shall be binding on all the parties to the limit of the grievance as stated.

ARTICLE 8 – SENIORITY

8.01 Seniority Defined

Seniority shall mean the uninterrupted length of continuous employment in a bargaining unit position as follows:

- A. Seniority shall begin to accrue to an employee from the first day worked in the present classification.
- B. Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.
- C. Time spent on inactive pay status (e.g., unpaid leave of absence) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- D. Full-time employees shall accrue one (1) year of seniority for each year employed (working a minimum of 120 days during the period from July 1 to June 30 of each school year). Part-time employees shall accrue seniority on a prorated basis determined by dividing the average number of hours worked per day by the number of hours worked by full-time employees in their job classification.
- E. No employee shall accrue more than one (1) year of seniority in any one (1) work year.

8.02 Equal Seniority

A tie in seniority shall occur when two (2) or more employees in the same classification have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior employee.

- A. The employee with the first day worked for the Board; then

- B. The employee with the earliest date of hire into a bargaining unit position by the Board; then
- C. By lottery, the employee whose name is drawn first will have the most seniority, etc. This procedure shall be implemented in the presence of designated Union representatives.

8.03 Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is discharged for cause; does not complete his/her probationary period; or is otherwise removed from the recall list as stipulated in Article 10, Reduction in Force.

8.04 Posting of Seniority List

The seniority list shall be distributed to each employee by November 1 each year. The Board shall prepare and post in each building a seniority list indicating, by classifications, the date of application, the first date worked, and the date of Board hire. Such a list shall be provided to the Union president at least five (5) days before the date of distribution.

The names of employees on the seniority list shall appear in seniority rank order in each classification. The name of the most senior employee shall appear at the top of the listing and the name of the least senior employee shall appear at the bottom of the listing.

8.05 Correction of Inaccuracies

Each employee shall have a period of ten (10) days after the distribution of the seniority lists in which to advise the Board or its agent(s) and the Union, in writing, of any inaccuracies which affect the employee's seniority. The Board or its agent(s) shall investigate all reported inaccuracies and make such adjustments as may be in order and shall post the updated seniority lists immediately. No protest shall be considered after ten (10) days of the distribution of the seniority lists and the lists shall be considered as final until the next seniority posting.

ARTICLE 9 – VACANCY/BID PROCEDURE

9.01 Vacancies

When a vacancy occurs in any classification in the bargaining unit, as determined by the Board, it shall be posted for a period of five (5) workdays, said posting shall be placed in a conspicuous place in each building where employees work and school Districts website.

In filling vacancies, the following shall apply:

- A. The qualifications of candidates are determined by the Board through an assessment based on, but not limited to, the following: attendance, evaluations, interviews, prior training, seniority, testing, and work experience. Qualifications include the ability to perform the job duties as listed in the posting and job description.

- B. The vacancy will first be offered to the most qualified internal applicant within the classification grouping of the vacancy, based upon the qualifications criteria prescribed in Section 9.01(A) above.
- C. If the vacancy is not filled with an employee in the same classification grouping, it will be offered to the most qualified bidder as determined by the administration in any classification grouping in the district.
- D. If no qualified internal applicant applies, the Board may fill the position with an outside applicant.
- E. Seasonal/Summer Work
 - 1. Seasonal/summer work is not considered bargaining unit work. Seasonal work is scheduled as needed at the discretion of the Board.
 - 2. The rate of pay shall be in accordance with summer rates as established by the Board of Education for summer/seasonal help except it is agreed that bargaining unit members shall be considered to have experience.
- F. Notwithstanding the provisions above, postings of vacancies shall be made on a one-time only basis if position is filled within the same classification. Any bargaining unit member who applies for a vacancy under these provisions will automatically be considered to have applied for any subsequent vacancy that results from the original posting described herein.

9.02 New Positions

New positions shall be posted on the district website, district email, and available in common areas, for a period of five (5) days, together with a description of duties and salary range. Bids for new positions within the bargaining unit will be considered in the manner described in paragraphs “A” through “D” above.

- A. An employee appointed to fill a vacancy or a newly created position shall serve a probationary period of one hundred eighty (180) workdays or the number of days in the employee’s regular work year, whichever is greater. During the probationary period, an employee may be terminated at the discretion of the administration, provided it is not for an illegal or discriminatory reason. If the employee was an existing employee prior to the new position, the Board shall have the right to return the employee to the same or equivalent position held at the time of the change in position. If the employee is newly hired, the district may elect to move the employee or terminate the employee’s employment during this probationary period.
- B. Also, during the probationary period, the employee shall have the right to request, in writing, within fifteen (15) workdays, to return to the same position held prior to the change in position, and the employee will be returned to a job that is the same or equivalent to his or her previous assignment, if available. An employee who requests to return to his or her previous assignment shall not be subject to discipline or discrimination in any way.

C. To the extent there exists a conflict, these provisions supersede and replace the provisions of ORC 3319.081.

9.03 Content of Postings

All postings shall consist of the estimated hours, salary range, job title, location and shift, if known. A current job description will be attached to the posting.

ARTICLE 10 – REDUCTION IN FORCE

10.01 Reduction

If it becomes necessary to reduce the work force, reduction shall be accomplished through layoff of employees in reverse order of seniority. A reduction in force (RIF) shall occur only for the following reasons:

- lack of work
- abolishment of positions
- return of an employee from leave of absence
- suspension of schools or territorial changes affecting the district
- lack of funds

The Board will attempt to keep the number of employees affected by the reduction in force to a minimum by not employing replacements for employees who resign, retire, or otherwise vacate a position within the affected job classification grouping.

Whenever it becomes necessary to lay off employees for reasons as stated above, employees shall be laid off according to seniority within the affected job classification grouping, with the least senior employee laid off first. Seniority shall be defined pursuant to Article 8.

10.02 Effective July 1, 2000, all employees will not have their work hours reduced below their existing level as of such date subject to the following:

- A. The hours of any employee, however, may be reduced after a discussion with the President of SASS and the Superintendent.
- B. If, in any given fiscal year, the district enters into “fiscal watch” or “fiscal emergency” status as those terms are defined by the Ohio Revised Code, the Board of Education or fiscal watch/emergency commission shall have the express right to reduce the work hours of any employees employed by the district at the time the district enters into fiscal watch or fiscal emergency without the need to bargain the matter with SASS.

Notwithstanding any of the above, if any vacancy were to occur that the Board intends to fill, the Board does have the express right to reduce the hours of such position prior to filling the position. The Board will provide notice to SASS of such change prior to making the change. The Board, however, will not need to bargain such a decision with SASS and such decision is grievable.

10.03 Classification Groupings

The classification groupings for purposes of layoff shall be:

Transportation	Food Service
Custodial	Secretarial
Educational Aides	Maintenance

10.04 Union Notification

After the Association President receives notice that a RIF should occur and the number of employees to be laid off, a meeting shall be held between representatives of the Association and representatives of the Board to review appropriate data that would indicate the need for a RIF program. Said meeting(s) shall be held within ten (10) days of the Association request for such a meeting(s).

10.05 Employee Notification

Each employee to be laid off shall be given written notice at least twenty (20) calendar days prior to the effective date of the layoff. The Board shall give notification by mailing or hand delivering a copy of the notice to the most recent address listed in the employment records. A list containing names of those to be laid off, seniority dates, and classifications shall be posted for inspection in a conspicuous place in each building. Each notice of layoff shall state the following:

1. Reasons for layoff,
2. The effective date of layoff,
3. A statement advising the employee of his rights of recall from the layoff.

10.06 Bumping

1. An employee who is laid off may bump in the following sequential order:
 - a. A less senior employee within the same classification grouping; then
 - b. A less senior employee from another classification grouping provided the employee has held the position previously for the District.
2. An employee may not bump into a position higher in order within their classification grouping.
3. Library Media Specialists shall not have the right to bump building Administrative Assistants in the event of a layoff, unless the Library Media Specialist or Library Media Specialist/Tech meets the criteria established for Administrative Assistant position by Section 9.01(A).

10.07 Classification Grouping Order

Transportation

Head Mechanic
Bus Driver

Food Service

Head Cook
Cashier/Cook
Server

Secretarial

Administrative Assistants
Library Media Specialists

Maintenance

Head of Maintenance
Maintenance Employees

Head Custodian/Sweepers

Head Custodian
260 Custodian
186 Sweeper

Aides

Highly Qualified
Multiple Disability
Receptionist
Educational Aide

10.08 Recall

- A. Order – Employees shall be recalled in reverse order of layoff. Recall notices shall be sent by certified mail or hand delivered to the last known address as listed in the employee’s personnel file. It is the duty of the employee to notify the superintendent of any change of address.
- B. Notice – A laid off employee shall have seven (7) calendar days from receipt of the recall notice to accept the recall by sending an acceptance or rejection to the superintendent by certified mail or by hand delivery. A failure to respond to recall in writing within seven (7) days of receipt of notice will terminate all right to recall.
- C. Return – Recalled employees shall return to work no later than the tenth workday after the postmarked date of the recall notice. If an employee is unable to return to work on or before the tenth day for health reasons, the employee must submit written certification from a physician in order for the employee to remain on the recall list. If an employee is unable to report to work because of health reasons, the employee’s name will be recalled to the next available position, if their health permits them to perform the job. Nothing in this provision should be interpreted as extending the two-year recall period.
- D. Benefits – An employee who accepts recall to employment shall return to the system with the same seniority date and sick leave accumulation as the employee held on the date of layoff plus a pay increment if the employee completed one hundred twenty (120) workdays of service in the year of layoff.
- E. Period – An employee on layoff retains recall rights for a period of two (2) years unless the right to recall is waived by actions outlined in 10.08 paragraph B above.

- F. List – For each classification in which the layoff occurs, the Board shall prepare a recall list. The list shall place, in reverse order of layoff in each classification, the names of all laid-off employees. Recall shall be offered to employees on this list before any employees new to the bargaining unit are hired in the affected classification.
- G. Vacancies – Vacancies which occur during the period of reduction in force shall first be offered to the members within that classification starting with the most senior person until the job is filled, before going outside of the classification. Remaining vacancies shall be offered in writing to the employee standing highest on the appropriate recall list before the next person on the recall list is considered. Each employee who has been laid off will be responsible for keeping the Board advised of his/her current mailing address and telephone number.

10.09 Layoff Rights

An employee on layoff status shall have the following rights:

The right to retain previously earned seniority credit during the period of layoff. However, additional seniority does not accrue for the period of time spent on a recall list.

The right to be sent notices by mail of all postings for bargaining unit positions.

ARTICLE 11 – PERSONNEL RECORD FILE

- 11.01 File – The official file on employees/bargaining unit members shall be maintained in the central office. No misleading, inaccurate, anonymous, invalid, irrelevant, or untimely information/documents shall be included in the file.
- 11.02 Notice – Written notice shall be given to any employee/bargaining unit member when any material which may be considered critical of his/her conduct, character or service is placed in his/her official personnel file. Except for routine personnel forms, the member shall receive a copy of any entry when it is made.
- 11.03 Good Faith Failure – The good faith failure to give said notice shall not preclude the otherwise lawful use of such material in any subsequent proceeding.
- 11.04 Acknowledgement – An employee/bargaining unit member shall acknowledge that he/she has read the material by affixing his/her signature to the material. His/her signature shall not indicate agreement with the content of the material, but indicates only the material has been inspected by the employee/bargaining unit member. The employee/bargaining unit member shall receive a copy of the material at this time.
- 11.05 Reply – He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the file copy.
- 11.06 Stale Materials – Written reprimands and/or critical letters or those of a disciplinary nature, contained in the file shall not be the basis of any discipline action, providing that

three (3) years have elapsed from any same or similar occurrence after the effective date of the document, but such materials may be used to establish past conduct and practices of the employee/bargaining unit member.

11.07 Anonymous Items – Anonymous letters or materials shall not be placed in the employee/bargaining unit member’s file.

11.08 Review – Each employee/bargaining unit member shall have the right, upon reasonable request, to review the contents of his/her own personal file. A representative of the Union may, at the employee’s/bargaining unit member’s request, accompany the said employee/bargaining unit member in such a review. Such review shall be made in the presence of the superintendent or his/her designee if deemed appropriate by the superintendent.

No material may be removed from the file without the express written permission of the superintendent. An employee/bargaining unit member shall be entitled to a copy of any material in his/her file at the employee/bargaining unit member’s expense.

Nothing herein shall require the disclosure or accessibility to any employee/bargaining unit member of records or documents accrued as a part of the preemployment practices and policies.

11.09 Work File – Nothing herein shall preclude a building administrator from maintaining a work file on an employee/bargaining unit member as such administrator deems necessary.

11.10 File Review – In the event any individual other than the employee’s immediate supervisor or appropriate administrator requests to see an employee’s personnel file, the employee shall be notified and afforded the opportunity to be present for the review, at a mutually agreeable time but in no event later than five days of the requests.

ARTICLE 12 – LEAVES

(Leaves With Pay)

12.01 Sick Leave

A. All full-time employees in the bargaining unit shall be granted annually fifteen (15) days of sick leave, which shall accumulate at the rate of one and one-fourth (1 1/4) days for each calendar month. Part-time employees, as defined in this agreement, shall accrue sick leave on a prorated basis for the time accrued, calculated in the same manner as the ratio of sick leave granted to hours of service established by O.R.C. §124.38. The maximum number of days so accumulated shall be 280 days.

B. All employees new to the bargaining unit and who do not have sick leave days accumulated from other public service employment shall be advanced five (5) of their allotted fifteen (15) days as of the first official day of the work year. If an employee has been advanced sick leave, he/she shall not accumulate additional

sick leave, nor shall further advances be made, until the amount advanced has been repaid at the rate of 1 1/4 days for each subsequent month of completed service. There shall be no advances of sick leave granted after the second month's accrual of sick leave is granted. If, for any reason, an employee resigns or is terminated prior to the completion of a full year and has used more than the amount of sick leave he or she has earned, any excess shall be deducted from his or her final pay. Sick leave will be used in no less than one-quarter (1/4) day increments, not hours missed.

- C. The immediate family is defined as including husband, wife, children, stepchildren, mother, father, stepparent, brother, sister, stepbrother, stepsister, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, aunt, uncle, and any other person who, immediately preceding illness or death, has been a member of the same household as the bargaining unit member. For issues involving catastrophic illness or death, the immediate family will also include niece, nephew, cousins, and the immediate family (as described above) of a bargaining member's spouse.
- D. Up to five (5) days sick leave may be approved for absence due to illness or death of a bargaining unit member's brother-in-law, sister-in-law, aunt, or uncle.
- E. Sick leave may also be granted for a maximum of one (1) day for the out-of-town funeral of a present or former Shelby City School employee or a former/present student whom the bargaining unit member taught, supervised, or coached.
- F. In the event of an employee's request for the use of sick leave for absence of five (5) consecutive workdays or more accumulated sick leave may be used upon confirmation by the employee's physician that it is medically necessary and notification of that advice to the administration. The employee's request shall include a statement of the expected duration of time needed for leave.
- G. 1. Beginning after the 15th sick leave day used, and at the discretion of the appropriate administrator, for each day used thereafter in one (1) fiscal year the bargaining unit member shall accompany their sick leave **request** with a confirmation statement by the member's physician that it was medically necessary for the member to have missed the work day.
2. If a bargaining unit member uses all available leaves and calls in sick for a leave without pay, that member will have their pay docked for all days missed by the amounts:
- They would have earned that day (Per Diem)
 - The pro-rated value of any stipend being paid
 - Half the cost of the substitute and related benefits to the substitute
3. The fifth day a bargaining unit member calls in sick without approved leave their employment shall be terminated.

- H. Fraudulent and/or unauthorized use of said leave shall result in loss of pay and such other disciplinary action as the Board may deem appropriate up to and including termination.
- I. If an employee has missed five (5) or more consecutive workdays as the result of a medical problem, the Board of Education may require the employee to submit a statement from a physician stating that he/she is physically and/or mentally capable of returning to work.
- J. When a bargaining unit member has exhausted all all of his/her accumulated and advanced sick leave, if eligible, and additional days are still needed, then he/she may request that the additional days be transferred from other bargaining unit members. Such a request shall be in writing, indicating the reason for the request.
- K. Upon receiving such a request, the Association president shall distribute a notice to all bargaining unit members notifying them of the request. Any employee wishing to transfer accumulated sick leave to the bargaining unit member, shall submit the form to the Board's treasurer, who will transfer the number of donated days.
- L. Any bargaining unit member volunteering to transfer sick leave days shall:
 - 1. not deplete his/her own accumulation below thirty-six (36) days
 - 2. donate up to a maximum of ten (10) days and a minimum of two (2) days per request with a maximum of ten (10) days credited to the requesting employee.
- M. All transferred sick leave as set forth in this Article must be approved by both the Association, through a majority of members of the executive committee, and the Superintendent.
- N. A bargaining unit member who is using transferred sick leave will not earn additional sick leave days while receiving the transferred sick leave days. A maximum of twenty (20) days total per school year may be credited to a bargaining unit member.
- O. When an employee changes positions and is working a different number of hours/day, his/her sick leave accumulation will be adjusted through proration (i.e., a 4-hour employee with 100 days of sick leave accumulation who transfers to an 8-hour day will have 50 days of sick leave accumulation after the transfer or an 8-hour employee with 100 days of sick leave accumulation who transfers to a 4-hour per day position will have 200 days of sick leave accumulation after the transfer.)
- P. Maternity Leave - In the event of a bargaining unit member's request for the use of sick leave for absence due to pregnancy, childbirth, or the recovery therefrom, accumulated sick leave may be used upon confirmation by the bargaining unit member's physician that it is medically necessary and notification of that advice to the administration. The bargaining unit member's request shall include a

statement of the duration of time needed for leave. In the absence of medical complications, bargaining unit members may use a maximum of ten (10) weeks of sick leave immediately following the birth. For those who do not have enough sick leave to cover their leave, they may borrow enough to get them to eight (8) weeks, but not to exceed the current borrowing structure set out in the contract. Sick leave may not be used for child care purposes.

- Q. Parental Leave - Any bargaining unit member shall be granted up to four (4) weeks of sick leave to be deducted from the bargaining unit member's sick leave for the purpose of being home with their newborn baby (for the non-childbearing parent) or the newly adopted child (for the adoptive parent who is not the primary caregiver). This four (4) week period will begin on the date of birth or placement for the purpose of adoption, unless leave is needed prior to the date of adoption.
- R. Grandparent's Leave - Any bargaining unit member shall be granted up to one (1) week of sick leave to be deducted from the bargaining unit member's sick leave for the birth or adoption of a grandchild.
- S. Adoption Leave - Any bargaining unit member shall be granted up to ten (10) weeks of paid sick leave to be deducted from the bargaining unit member's sick leave accumulation upon confirmation that an adoption has occurred and the bargaining unit member is the primary caregiver for the newly adopted child. This ten (10) week period will begin on the date of the placement for the purpose of adoption. For those who do not have enough sick leave to cover their leave, they may borrow enough to get them to eight (8) weeks, but not to exceed the current borrowing structure set out in the contract.
- T. Employees hurt on the job shall use sick leave for the first seven (7) calendar days of missed work. After the seven (7) calendar days, the Board shall have the right to require the employee to either make a wage compensation claim through the Bureau of Workers' Compensation (BWC) or the Board may choose to continue the employee's pay with salary continuation in lieu of a BWC wage loss claim. The Board shall make a timely medical claim with the BWC.
- U. Quarterly Attendance Incentive – In each quarter of a school year, a bargaining unit member who has perfect attendance (no sick nor dock days) will receive a \$250 incentive. It will be paid the second pay of the following month.

12.02 Personal Leave

- A. During each contract year, three (3) days of personal leave shall be granted for each bargaining unit member to use for personal business that cannot be accomplished at some time other than normal school hours. Personal leave may not be used to work another job, nor to seek other employment. Personal leave may be used up to two (2) consecutive days. Each bargaining unit member shall not use more than one (1) personal leave day during the first ten (10) days or the last ten (10) days of the school year, unless approved by their immediate supervisor. Personal leave cannot be used immediately before or after superintendent days. Where appropriate, said personal leave days shall be cumulative up to a maximum of four (4).

- B. No more than fifteen percent (15%) of the members working in a school building may use a personal leave day on a given school day. Member usage of personal leave subject to the fifteen percent (15%) cap is on a first come, first serve basis. The Superintendent, however, may grant an exception to such fifteen percent (15%) building restriction, at the written request of a member that explains the situation, when extenuating circumstances exist for such member.
- C. Requests for personal leave days shall be made at least forty-eight (48) hours in advance wherever possible, by entering in the attendance software used by the district. The Building Principal or immediate supervisor will arrange for a substitute upon approval of the personal leave request.
- D. Fraudulent and/or unauthorized use of said leave shall result in loss of pay and such other disciplinary action as the Board may deem appropriate, up to and including termination.
- E. At the end of a given school year, a bargaining unit member with any unused personal days may elect to: cash in up to four (4) days at their regular hourly rate (in whole day increments only); roll over one (1) day into personal leave for the following year (whole day increment only); convert such days into sick leave accumulation noted in Section 12.01; or, for 260-day employees, convert one (1) day into vacation leave (whole day increment only). Bargaining unit members must complete the personal leave disposition form as provided by the District Treasurer prior to the end of a given school year. Bargaining unit members cashing in such day(s) will receive the amount by the pay period of a year in accordance with Section 809 (A) of the contract.

12.03 Assault Leave

Assault leave shall be granted to an employee who is unable to perform duties because of injury from an assault which is reasonably related to the employee's job.

A request for assault leave shall be submitted in writing to the superintendent. Falsification of a signed statement by the employee is grounds for suspension or termination of employment under Section 3319.181 of the Ohio Revised Code.

Employees may be granted assault leave as follows:

- A. The physical assault must have occurred during or as a result of the performance of work responsibilities by the involved employee.
- B. If medical attention is not required, said assault leave shall be limited to three (3) working days, plus any absence from duty as a result of litigation related to the assault.
- C. If medical attention is required, sick leave will be granted for up to seven (7) working days without charging any other type of leave, provided a licensed physician's statement stating the employee is unable to work is transmitted to the superintendent prior to the conclusion of the seven (7) working days limit.

- D. Employees assaulted on the job shall use sick leave for the first seven (7) calendar days of missed work. After the seven (7) calendar days, the Board shall have the right to require the employee to either make a wage compensation claim through the Bureau of Workers' Compensation (BWC) or the Board may choose to continue the employee's pay with salary continuation in lieu of a BWC wage loss claim. The Board shall make a timely medical claim with the BWC.
- E. The Board will pay the difference between the workers' compensation benefit (72% of salary) and the employee's full weekly salary until the Board and Union appointed doctor certifies the employee is able to return to work or the employee meets eligibility requirements for disability or regular retirement.
- F. Should workers' compensation be denied, the Board will pay assault leave for all days prior to the denial, and for a maximum of fifteen (15) days beyond the denial date. Provided, however, if such denial is because such injury was not sustained in the course of the employee's employment with the Board, such assault leave shall not exceed thirty (30) days. Additional days off would be charged to sick leave, to the extent available, or to unpaid leave in the absence of sick leave.

12.04 Jury Duty

- A. Any bargaining unit members who serve on a jury will be permitted to keep the compensation that they received from the civil body concerned, provided that they submit verification of service within three work day after service is complete. Days served for such purposes will not be deducted from any other leave.

12.05 Military Leave

- A. All employees who are members of the Ohio National Guard, the Ohio Naval Militia, or members of the other reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any calendar year, except that the Board rate of pay shall be calculated on the basis of the difference between the employee's full salary and compensation received for military duty.
- B. Any employee who is called into the Armed Services of the United States shall be granted leave of absence, without pay, for the period of such absence. Upon receipt of an honorable discharge or other evidence showing satisfactory completion of the period of military service, an employee shall, if physically able, be reinstated in a comparable position to the one held at the time of induction if written notice of return is made by the employee within ninety (90) days of discharge.

(Leaves Without Pay)

12.06 Family and Medical Leave

- A. The Board will comply with Federal Law regarding the Family Medical Leave Act (FMLA). FMLA time will be used concurrently with sick leave. FMLA forms need to be completed for intermittent or consecutive medical leave for self or family.

12.07 Unpaid Leaves

- A. In keeping with the Ohio Revised Code, upon request the Board shall grant to any employee an unpaid leave for illness or other disability for up to **two (2) years**. Such leave shall be granted to those employees who have exhausted all accumulated sick leave but remain unable to return to work. Requests for any unpaid leave shall be in writing. If the bargaining unit member does not return to work at the end of two years unpaid leave this shall be considered a voluntary termination of employment. Only those who are physically or mentally disabled as determined by a doctor selected by the employee and approved by the Board will qualify for this leave. This leave shall be in addition to the Family Medical Leave Act and shall be granted to those employees who have exhausted all accumulated sick leave and family and medical leave but remain unable to return to work.
- B. Upon written request, the Board, or its designee, may grant an unpaid leave of absence for reasons other than medical for a period not to exceed one year.
- C. If a bargaining unit member chooses to use more than three (3) days of unpaid leave during the same school year for any reason other than medical purposes, that member will have his/her pay docked for all hours missed during said leave by the following amounts:
- what they would have earned during those hours worked
 - the prorated value of any stipend being paid.
 - The cost of the substitute and related benefits to the substitute in the employees classification.

In addition, any further missed unpaid leave for any reason other than medical purposes will be handled through disciplinary action.

12.08 Paid Leave Hours

An employee utilizing paid leave shall be paid for the same number of hours as the employee's regular workday.

ARTICLE 13 – WORKDAYS – HOLIDAYS

13.01 Scheduled Workdays

- A. 186 DAY SWEEPERS, EDUCATIONAL AIDES, RECEPTIONIST, AND FOOD SERVICE EMPLOYEES shall work and be paid for 180 days. The supervisor shall specify scheduled workdays and PD Days. They shall be paid for six (6) holidays.
- B. 187 DAY BUS DRIVERS shall work and be paid for the student days of driving plus all PD and in-service days to equal 187 days of work, and be paid for six (6) holidays. Each driver is required to visit the homes of all elementary students on their assigned route before school commences. Drivers who are required to use their own personal vehicle for such home visits shall be reimbursed for mileage at the current rate allowed by law.
- C. 191 DAY LIBRARY MEDIA SPECIALISTS shall work and be paid for the days that students are scheduled to attend school plus the number of days beyond the school year to equal 191 days. They shall be paid for six (6) holidays. The supervisor shall specify the additional days scheduled for work.
- D. 206 DAY ADMINISTRATIVE ASSISTANTS shall work and be paid for the days students are scheduled to attend school plus the number of days beyond the school year to equal 206 days. They shall be paid for six (6) holidays. The supervisor shall specify the additional days scheduled for work.
- E. 226 DAY ADMINISTRATIVE ASSISTANTS shall work and be paid for the days students are scheduled to attend school plus the number of days beyond the school year to equal 226 days. They shall be paid for six (6) holidays. The supervisor shall specify the additional days scheduled for work.
- F. 260 DAY EMPLOYEES are paid for 260 days and work each scheduled day, exclusive of the approved vacation and holiday agreements. This includes any calamity day that may be called unless directed otherwise. The supervisor shall specify scheduled workdays.

13.02 Holidays

This agreement recognizes that nine (9) and ten (10) month employees are being paid for six (6) holidays. Twelve (12) month employees will be paid for **twelve (12)** holidays.

This agreement recognizes that 186, 187, 191, 206, and 226 day employees are being paid for six (6) holidays. 260 day employees will be paid for twelve (12) holidays.

To Read As:

186, 187, 191, 206, and 226 employees	260 day employees
Labor Day	Labor Day
Thanksgiving	Thanksgiving (2 days)
Christmas	Christmas (2 days)
New Year's Day	New Year's (2 days)
MLK, Jr. Day	MLK, Jr. Day
Memorial Day	Good Friday
	Memorial Day
	Juneteenth
	July Fourth

13.03 Holiday Pay

Any employee required to work on a holiday shall be paid double time.

ARTICLE 14 – VACATION

14.01 Twelve (12) month employees will be granted vacations according to the below standards, based on the number of years of service.

0 through 6 years of experience in Shelby	10 days
7 through 12 years of experience in Shelby	15 days
13 years and above of experience in Shelby	20 days

14.02 Employees shall be able to take up to one-half of their annual vacation at any time during the year except during the week before school starts and the first week of school. The remainder of the employee's vacation must be taken when school is not in session. However, the administration may limit the number of employees from the same building or same classification on vacation at any one time if the number of vacationing employees would seriously disrupt the operation of the district.

14.03 Applications for vacation time will be entered into the attendance software used by the district in May of each year for summer vacation time and at least ten (10) calendar days before taking vacation time during the remainder of the work year.

14.04 In case of conflict of vacation schedules between employees, the employee with greater classification seniority will have preference.

14.05 Employees may accumulate vacation days to the maximum number allowed by law.

ARTICLE 15 – WORKING ENVIRONMENT

15.01 Overtime and Activities

A. With the exception of emergency situations, overtime and activities will be offered on a rotational basis to employees within a building based on seniority. In the event work performed in overtime is unsatisfactory, the employee shall be notified in person and in writing of unsatisfactory performance. Should a second

notice of unsatisfactory performance be necessary the employee shall forfeit any further consideration for overtime for the remainder of the work year.

- B. Overtime is defined as employment above and beyond the regular forty hour workweek which the superintendent or his designee deems essential for the welfare of the building. This is work paid for by the Board. Such overtime shall be paid at one and one-half (1 1/2) times the employee's hourly rate for the time worked over the regularly scheduled forty (40) hour week (hours paid shall be considered hours worked). When an employee is asked to cover another employee's shift, that said employee's pay shall be based on his/her regular contracted rate of pay.
- C. Head Custodians, sweepers, and/or maintenance employees who work for any activities shall be paid regular pay/overtime rate depending on hours worked. No employee shall be paid less than their regular hourly rate of pay. When employees are paid to work for activities they will perform duties solely related to that activity and will not engage in the regularly assigned duties. If the activity is during the employees' regularly scheduled work hours, they shall complete their duties equal to the length of the activity.
- D. Regardless of the number of hours the group uses the facility, an employee returning to the building shall not be paid for less than two (2) hours of work. If an activity is canceled and the employee is not notified at least two (2) hours in advance, the employee shall receive payment from the renting organization for two (2) hours. This clause applies only to outside organizations renting the school's facilities.
- E. Any employee who is called in shall receive two (2) hours minimum pay at their rate of pay for all situations with time on the clock paid at overtime rate, if applicable.
- F. The employer shall assume the costs of all certifications, abstracts, licenses, and similar documentation which it requires and/or is a legal requirement in order for bargaining unit employees to be able to perform their official duties.
- G. The Board will pay for all training required for an employee by the employer even if it does not involve meeting any licensure/certification requirements.
- H. The Board of Education may approve an employee to take additional course work related to a SASS classification subject to the following:
 - 1. The Board will reimburse up to \$5,000.00 in total per fiscal year for all such approved course work.
 - 2. All requests for reimbursement for approved and completed course work must be submitted to the treasurer by July 1 of the calendar year in which the course work is completed. The employee will be reimbursed for any approved and completed course work by July 31 of the year in which the course work is taken.

3. An employee must work in Shelby City School District the year following receipt of reimbursement. If the employee does not work for the Shelby City School District for the entire fiscal year following reimbursement, the Board shall be entitled to deduct such amount from any salary payment to be paid to the employee.
4. Each year, the District will notify employees of course work opportunities that may be approved by the Board of Education for reimbursement subject to the cap above.

15.02 Compensatory Time Off

If mutually agreed between the employee and the immediate supervisor, compensatory time off may be taken in lieu of payment for any performed overtime. Compensatory time off shall be allocated on a time and one-half (1 1/2) basis for each overtime hour worked. Compensatory time off shall be scheduled with and approved by the employee's immediate supervisor. Such time shall not be scheduled on a day that will require a substitute to be hired. All compensatory time must be used within the same school year that it is earned. Any remaining compensatory time to an employee's credit on June 30th will be paid out in wages.

15.03 Calamity Days

- A. All 260-day employees will report to their buildings on calamity days to check and ensure the following tasks are completed: all outside walks are cleared; heating systems and related piping are checked; and the safety and security of the building and the District. For the first five (5) non-scheduled calamity days, the employee shall remain at the building for a minimum of four hours, and perform required cleanliness/safety tasks or any other responsibilities the director has them complete. If required to work on a calamity day, an employee shall be paid his/her regular pay for the day and shall be granted compensation at the rate of one and one-half times (1 ½) their hourly rate of pay for all hours worked during such days in excess of four (4) hours. Such rate shall require pre-approval of the superintendent or his/her designee. Starting the sixth (6th) non-scheduled calamity day, work schedule and pay follows direction provided in section 15.03 (B). The director may modify the daily schedule and allow employees to leave early at his/her discretion.
- B. All employees are required to work starting on the sixth (6th) non-scheduled calamity day in a school year, not including the two superintendent days. An employee shall be paid his/her regular pay for the regularly scheduled number of hours for the day. Any additional time will be paid at 1.5 times the employee's hourly rate. Staff will report on a two-hour delay schedule, according to the supervisor, for any calamity day after day five (5).
- C. Calamity pay for PCTC bus drivers shall be paid at 2 hours minimum in addition to their regular scheduled hours.

15.04 Lunch

- A. With the exception of Head Custodians, all regular employees who work more than six (6) hours per day shall be entitled to not less than a one-half (½) hour uninterrupted lunch period without pay. Each employee's day shall reflect this, i.e., a seven-hour employee will have a seven-and-a-half-hour workday to accommodate their unpaid lunch time.
- B. During the school year Head Custodians shall have a lunch period scheduled as part of their regular eight (8) hour paid day and shall be on call during the lunch period. During the summer, Head Custodians shall work eight (8) hours per day and shall have a one-half (1/2) hour uninterrupted lunch period without pay.

15.05 Breaks

- A. All seven (7) and eight (8) hour employees shall have one (1) fifteen (15) minute break during the first four (4) hours of continuous employment and one (1) fifteen (15) minute break during the next three (3) to four (4) hours of continuous employment. All eight (8) hour employees shall have one (1) fifteen (15) minute break during the first four (4) hours of continuous employment and one (1) fifteen (15) minute break during the next four (4) hours of continuous employment.
- B. All employees for six and a half (6.5) hours or less shall have one (1) ten (10) minute break during the first three (3) hours of continuous employment and one (1) ten (10) minute break during the next three (3) hours of continuous employment.
- C. All breaks shall be scheduled jointly by the employee's immediate supervisor and the employee. The employee will remain on the premises for all breaks of fifteen (15) minutes or less.

15.06 Responsibility of Employee's Action

Employees who are acting within the scope of their employment, absent any willful, wanton negligence or deliberate conduct, shall not be held financially responsible for loss of or damage to property of the board.

15.07 In-Service Training

The Board shall provide and/or pay the cost of in-service training for employees who must have such training as a requirement of keeping their position. Such in-service training shall consist of, but not be limited to, CPR instruction, first aid instruction, and renewal costs for a commercial driver's license.

15.08 Employee's Physical Exam

The Board will pay the cost of routine physical exams as required by law for school employees, provided the employee has the physical exam at the physician (s) designated by the Board. In the event the employee chooses to utilize a physician other than the Board-designated physician (s) the employee shall pay the difference between the Board-

negotiated rate and the actual cost of the physical exam. If an employee is required to submit to a drug test, they will be paid for two (2) hours.

15.09 Complaint Procedure

Complaints by individuals who are not employed by the Board against employees shall be handled as follows:

- A. Any complaint received by an individual Board member shall be referred to the superintendent.
- B. A complaint shall be made known to the affected employee within three (3) workdays after a preliminary investigation has been conducted showing probable cause to believe that such complaint may be well founded. The administration shall offer the affected employee an opportunity to resolve the complaint and offer such assistance as may be deemed appropriate.
- C. At the request of the complainant or the employee, a meeting of the employee, supervisor, and complainant shall at the discretion of the Superintendent be arranged at a mutually convenient time to discuss the complaint. If the employee reasonably believes that legal action may result, the employee may request an Association representative to attend the meeting.
- D. If the complaint is not resolved at that level, it may be appealed to the superintendent or his/her representative if the superintendent has not been involved in the meeting set forth in paragraph C above.
- E. If it is still unresolved, it may be appealed to the Board.
- F. An employee may request, and be accompanied by, counsel and/or an Association representative of his/her choosing at any appeal to the superintendent and/or the Board.

15.10 Discipline and Discharge

- A. Non-probationary bargaining unit members shall not be disciplined, reduced in rank or compensation, or demoted without just cause and compliance with applicable provisions of this contract.
- B. The principles of progressive discipline shall be followed. The steps for offenses of a similar nature shall be:
 - Step 1 Oral Reprimand
 - Step 2 Written Reprimand
 - Step 3 Up to 5-Day Suspension (without pay)
 - Step 4 Up to and including Termination
- C. Severe situations may warrant deviation from the progressive procedural order above.

- D. An oral reprimand may not be grieved beyond the informal level unless the situation escalates into a written reprimand. Commencing with Step 2, employees shall be informed of the charges and shall be notified of the right to representation at any disciplinary hearing or meeting resulting in discipline.
- E. Commencing with Step 3, the bargaining unit member will be provided the charges in writing at least twenty-four (24) hours prior to the hearing.
- F. Any written record of disciplinary action will be kept in the employee's personnel file as per Article 11.

15.11 Evaluation

SASS will be advised prior to any changes being made to the observation/evaluation forms used. Employees within the affected classification will be given an opportunity to provide input about the proposed changes prior to the changes being implemented.

ARTICLE 16 – CLASSIFICATION ISSUES

16.01 Custodial

- A. A head custodian, sweeper or maintenance employee may be on duty for non-school related functions, as defined by Section C-1 of the Community Use of School Facilities form, at the discretion of the building principal. If the building principal decides that a head custodian, sweeper, or maintenance employee shall be on duty, and no such employee is willing to work the activity, the building principal or other certified staff member may cover the activity. The person assigned to the activity will be certain that the facility is clean and ready for use before the group arrives.
- B. For any school related activity within the building beyond the school day, either the building principal, assistant building principal or Director of Building & Grounds will decide if a head custodian/sweeper is to be hired for cleaning and supervising the building.
- C. If either the building principal, assistant building principal and/or Director of Buildings and Grounds has decided that a head custodian/sweeper was not necessary for the activity, then the activity sponsor will be responsible for supervising the activity, remaining with the group, cleaning the area, and returning the building to a condition suitable for resumption of school the next day.
- D. If the activity sponsor fails to return the area to the condition suitable for resumption of school, the head custodian/sweeper employee shall be paid for hours of work related to the activity unless the activity is an employee-sponsored activity. This shall be above and beyond the employee's regular work hours.
- E. When it is determined that a head custodian will be absent for an extended period of time the most senior head custodian/sweeper in the building will have the first opportunity to assume the duties and pay of the head custodian. Other bargaining

unit members interested in substituting may sign up by September 1 with the Director of Buildings and Grounds.

In the event that the most senior sweeper declines to assume the head custodian duties they will forfeit the opportunity for the remainder of said absence.

16.02 Cafeteria

- A. The most senior cook-cashier working with the head cook will be offered to fill in for the absence of the head cook, they will assume the duties and pay of the head cook position. The most senior server working with the cook/cashier will be offered to fill in for the absence of the cook/cashier and will assume duties and pay of the cook/cashier.
- B. Cafeteria employees shall be paid their appropriate regular rate of pay for all hours worked for a Board paid banquet or in preparation for a Board paid banquet.
- C. At least one cafeteria employee shall be present for all non-Board paid banquets and shall be in pay status throughout the banquet. When being paid by someone other than the Board, the rate of pay shall be the employee's regular rate per hour worked.
- D. Cafeteria employees shall not be assigned banquet preparation work to be done during regular work hours. Preparation of snacks for routine teachers' meetings or principals' meetings shall not be considered banquet work.

16.03 Transportation

A. Extracurricular Driving

- 1. For extracurricular driving : athletic events, band trips, field trips, etc., the driver employee shall be paid their regular rate of pay per hour for driving and layover hours worked with time calculated to the nearest one-fourth hour. One-fourth hour will be allowed for preparation of the bus and one-fourth hour for cleaning the bus. Buses must be cleaned after extracurricular runs. A minimum of two (2) hours driving and clean up time will be paid per trip.
- 2. Prior to the start of each school year, two (2) sign-up sheets will be posted that will cover fall, winter and spring sports, in accordance with sports 10.03 classification groupings. The sheets will be for school-day trips and there will be sheets for evening/weekend trips. These sheets are not intended as a sign-up for any specific trip, rather they are intended simply for a driver to give notice that he/she would like to be considered for school-day trips or evening/weekend trips during the course of the school year.

Extracurricular bus trips will be scheduled on a rotational basis beginning with the first scheduled trip; starting with the most senior driver. The

rotation will be strictly adhered to. That is, there will be no trading of trips unless there is a true emergency, which will be determined by the Director of Transportation or his/her designee. For trips already assigned and subsequently cancelled for any reason, the rotation will continue as is.

In the event that a scheduled trip is canceled/rescheduled/postponed/delayed and said trip is then rescheduled within the same school day as the cancelation/reschedule/postponement/delay, then the current driver of said trip will retain that trip unless the event is rescheduled into a different month than the one event is currently in at the time of cancelation/reschedule/postponement/delay.

Sign-up sheets for specific trips will be individually posted and each driver will have 24 hours to check "yes" I'm interested in driving or "no" I'm not interested on each form. No matter who accepts or who refuses a previous trip, each and every subsequent trip will rotate to the next driver in line on the list; the master rotation list will never change or vary, it will continue "as is" for the entire school year.

If a full time driver is given a trip and not informed by 5:00 p.m. the day before that a van is going to be taken instead, the driver will be paid for two hours at the driver's regular hourly rate.

If all bus drivers have turned down extracurricular driving then any staff member that is properly licensed will be allowed to take the extracurricular driving event.

If a driver fails to drive an extracurricular trip in 30 days, the driver will forfeit the remaining season. Such a forfeiting driver will have the option to return to the list in the following extra season.

B. Mid-Day Routes

If a mid-day route bus driver is absent, the route will be offered on a rotational basis beginning with the most senior driver that has signed the sign-up sheet. If the same mid-day route bus driver is absent on consecutive days, the driver who drove the route on the first day of the absence shall continue to drive that route for the duration of the consecutive absence.

16.04 Secretarial

Beginning July 1, 2017, separate positions for Administrative Assistants, Library Media Specialists and Library Media Specialist/Tech shall be created under the Secretarial job classification.

Members will be placed on the appropriate pay schedule that corresponds with the appropriate classification. All Administrative Assistants shall have an eight (8) hour work day, and all Library Media Specialists and Library Media Specialist/Tech shall have a seven and a half (7.5) hour work day.

All current receptionists are considered to be part of the Secretarial classification; all receptionists hired and starting on or after July 1, 2026 will fall under the Educational Aide Classification.

ARTICLE 17 – HEALTH AND SAFETY

17.01 Maintenance of Health and Safety

- A. The Shelby City School District Board of Education will provide its employees with a place of employment that is free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees.
- B. The Board of Education and members of the bargaining unit will comply with state OSHA standards (“Ohio Employment Risk Reduction Standards”), rules and orders adopted or issued pursuant to R.C. Chapter 4167. Unless the action is required to prevent imminent danger or death or serious harm, the Board is not required to take any action under this article that would cause it an undue hardship as that term is defined by law.
- C. An employee who refuses to perform assigned tasks under provision 17.03 below and fails to meet the conditions set forth in that provision is subject to disciplinary action.

17.02 Hazardous Conditions

- A. If an employee in good faith believes that a condition at the work site or on a bus threatens physical harm or creates an imminent danger, he/she shall submit a written report of the situation to the supervisor or appropriate principal.
- B. An employee acting in good faith has the right to refuse to work under conditions that he/she reasonably believes present an imminent danger of death or serious harm to him/herself, provided that such conditions are not such as normally exist for or reasonably might be expected to occur in the occupation of the employee. An employee can refuse to perform assigned tasks if:
 - 1. The employee has reported the condition to the building principal or supervisor and the condition remains uncorrected;
 - or
 - 2. There is insufficient time to eliminate the danger by resorting to a report and correction procedure;
 - 3. The danger was one that a reasonable person under the circumstances then confronting the employee would conclude is an imminent danger of death or serious physical harm to the employee; and

4. The employee has notified his/her building principal, supervisor or the superintendent that he/she is refusing to perform an assigned task and the reasons why.
- C. An employee who has refused to perform an assigned task in compliance with paragraph B above may be temporarily assigned to alternate tasks which he/she is qualified for at no loss in pay.

17.03 Administering Medication

- A. The Board shall pay a stipend to two (2) building Administrative Assistant at the High School and one (1) building Administrative Assistant at the Prek8 building to administer medication in accordance with Board policy effective July 1, 2023.
- B. The stipend shall be offered first to the Administrative Assistant in the building. If the Administrative Assistant declines the duty, the stipend will be offered to the other support staff in the building.
- C. In the event no employee voluntarily agrees to administer medication and receive the stipend, the Board may assign an employee the duty and pay the employee the stipend.
- D. The Board shall indemnify, and hold harmless, each and every Association member who demonstrates good faith compliance in administering medication per the provisions in Section 17.04.

17.04 No Reprisals

There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for filing a report of an unsafe or unhealthy condition, for refusing to work under conditions that the public employee reasonably believes presents an imminent danger, in accordance with the procedures of paragraph 17.03 above, or for any other participation in the health and safety program.

ARTICLE 18 – INSURANCE

The Board shall contribute to the premium costs of insurance fringes: Major Medical/prescription, dental, vision, and life insurance. Within thirty (30) days of the effective date of any change in insurance carrier or coverage during the term of this agreement, the Board shall provide each member with a written description, prepared by the carrier, of the current coverage and benefits provided by the Board under this agreement. Written descriptions of current coverage and benefits are available in the Treasurer's office. Coverage shall be indicated in the Summary of Insurance Specifications as provided by the Treasurer's Office.

18.01 Major Medical/Dental/Prescription/Vision Insurance

- A. Comprehensive Major Medical Coverage

1. Each employee may select any plan offered through the District-selected provider for each plan year. An employee may change plans during the annual open enrollment period, but may only make plan changes in line with their qualifying event as established by the District plan if the employee experiences a qualifying life event. The employee will pay 8.5% effective July 1, 2026, 9% effective July 1, 2027, and 9.5% effective July 1, 2028, of the premium of any District-offered plan for full-time employees.
2. Each employee recognizes rate tiers (single, couple, kids, family, etc.) each year as prescribed by the District-selected provider. In addition, employees recognize that all new hires on or after January 1, 2026, are subject to any and all spousal carve-out provisions imposed by the District-selected provider; any employee hired on or before December 31, 2025, is exempt from the spousal carve-out provisions.
3. For each employee choosing a PPO plan in a plan year, the Board will fund a comprehensive Health Reimbursement Arrangement (HRA) with an annual contribution of \$650/single and \$1,300/multi (couple, kids, family, etc.), which is in addition to the FSA plan funding outlined in 901.
4. For each employee choosing a high deductible health plan, the Board will fund a Health Savings Account (as permitted) with an annual contribution equal to 70% of the deductible of the high deductible health plan (HDHP) the employee is enrolled in.
5. Sixty-Five Percent (65%) will be funded in January, and thirty-five percent (35%) in September.
6. Employees eligible for District insurance but elect outside coverage (not through the District as spouse or dependent) shall receive a payment of two hundred and fifty dollars (\$250) per month in lieu of insurance coverage.

B. Dental Insurance

1. Full-time employees will receive this coverage and will pay eight percent (8%) of premium charges.
2. The coverage shall be as indicated in the Summary of Insurance Specifications as attached to this Agreement (See Appendix E).

C. Vision Insurance

1. Full-time employees will receive this coverage and will pay eight percent (8%) of premium charges.
2. The coverage shall be as indicated on the Summary of Insurance Specifications as attached to this Agreement (See Appendix E).

D. IRS Section 125 Plan

The Board will make available an Internal Revenue Code Section 125 Plan that will enable employees to tax shelter out-of-pocket medical and other qualifying expenses. This plan will be administered in compliance with the applicable requirements of the IRS. At its discretion, the Board may select a third party administrator to operate this plan.

E. FLEX Plan

The District will fund a flexible health reimbursement plan at the annual level of \$350/family \$225/single for each employee enrolled for insurance per 18.03.

F. Dual Employees

When two bargaining unit members are from one family, the Board will pay 100% of the premium of the lowest cost insurance plan that is offered by the District, with allowances still provided for HSA, HRA, and FSA funding. This plan must cover all eligible members of the bargaining unit members' family. Enrollment structure (two single plans, family, couples, etc.) will be determined by the District. If the bargaining unit members desire to select a District-offered plan that is different from the one used to calculate the District's assumption of 100% of the premium, the bargaining unit members will pay the difference between the plan of their choosing and the plan selected by the District based on the percentages established in 18.01A.

G. Insurance Committee

The District shall establish an insurance committee comprised of three certified union members (selected by union leadership), three classified union members (selected by union leadership), and three administrative members to review all proposed plan and coverage changes from our above-referenced provider, agent, or consortium, and will collectively decide how the District votes for these changes within our respective plan membership, or if on our own plan, how changes will be implemented. Each group (administrative, certified, and classified) will have one vote collectively, thus requiring two votes to accept or reject a proposal.

18.02 Life Insurance

A \$40,000.00 term life insurance policy for each bargaining unit member (10 hours or more per week) will be paid by the Board.

18.03 Miscellaneous Insurance Issues

- A. Full Time – Full-time employment for employees hired on or after July 1, 2012, shall be defined as:
- a. Five (5) hours per day, 5 days per week for bus drivers;
 - b. Six and one-half (6.5) hours per day, 5 days per week for aides;
 - c. eight (8) hours per day, 5 days per week for custodial/maintenance/secretaries
 - d. six (6) hours per day, 5 days per week for cooks.
- *If an employee voluntarily moves to another position without benefits, said employee will not be grandfathered in.
- B. Part-Time Employee – For any employee who does not meet the requirements as a full-time employee, insurance coverage will be provided only at the employee’s expense. No payment toward the premium will be made by the Board.

18.04 Insurance for Employees on an Unpaid Leave of Absence

- A. Employees on unpaid FMLA leave will be provided benefits in accordance with FMLA requirements. Employees who remain on unpaid medical leave past the expiration of FMLA, OR any employees who take a non-medical unpaid leave of absence, shall be ineligible for the District’s 125 plan insurance and be termed accordingly. At such time of benefit eligibility termination, all rights under COBRA shall govern employee insurance eligibility, and said employee shall work through the COBRA process.

ARTICLE 19 – WAGES

19.01 Pay Schedule

All employees shall be paid on the pay schedule set forth in Appendices A-C for the applicable pay grades and years of service.

The amounts appearing on said schedule shall be the employee’s “regular rate of pay.”

Electronic direct deposit will be required for all bargaining unit members. Bargaining unit members shall be paid on the basis of 24 equal payments per year, contingent on the SEA also agreeing to a 24 equal payments system.

19.02 Wage Rates

- A. Effective July 1, 2026, there will be specific dollar amount raises applied for each position, at Step 0, as outlined in Appendix A.
- B. Effective July 1, 2027, there will be a 3% percent across the board increase implemented.
- C. Effective July 1, 2028, there will be a 3% percent across the board increase implemented.

D. The index is as follows:

Step 0	1.000
Step 1	1.025
Step 2	1.050
Step 3	1.075
Step 4	1.100
Step 5	1.125
Step 6	1.150
Step 7	1.175
Step 8	1.200
Step 10	1.225
Step 13	1.250
Step 15	1.275

19.03 Employee Placement on Salary Schedule

- A. Employees new to the district who have prior experience in a comparable position may be granted up to four (4) years' experience on the salary schedule. Time worked as a current substitute within the given classification for Shelby Schools shall count as experience if the individual is subsequently hired into a regular position. One year's experience will be given for any year in which the applicant worked two-thirds of the days available to a regular employee in the given position. At the superintendent's discretion, non-current work as a substitute or substitute work in another classification may count as experience if the individual is subsequently hired.
- B. Former employees who are reemployed by the district may be placed on the salary schedule according to their experience.

19.04 Movement on the Pay Schedule

Annual pay step increases shall be July 1, providing the employee has been employed and performed service to the Board for at least one hundred twenty (120) days in the preceding work year.

19.05 Classification Change

- A. Employees changing from one classification to another shall be placed on the new salary schedule at the step closest to their current rate without going below their current rate unless the highest step on the new salary schedule is less than their current rate, then they will be placed at the highest step on the new salary schedule.
- B. Employees changing from one position to another within a classification grouping through the bid procedure, the bargaining unit member shall remain on the employee's current step on the salary schedule.

- C. No employee when moving to a higher paying position will receive a lesser hourly wage. Such employees shall be frozen at their present hourly wage until such time as the schedule surpasses their present hourly wage.

19.06 Mileage Reimbursement

With prior approval, employees who are required to use their personal vehicle to conduct school business will be reimbursed for their mileage at the rate authorized by the Internal Revenue Service as of January 1 each year, or by an alternate reimbursement method as agreed with the superintendent or his designee.

19.07 Head Custodial Stipend – Responsibilities

Employees hired into the Head Custodial position prior to July 1, 2026, will continue to receive a \$1,000 Head Custodian Stipend. Any employee hired into the Head Custodian position after July 1, 2026, will not be eligible to receive the Head Custodian stipend. Once the last current Head Custodian stipend sunsets, the Head Custodian stipend will sunset completely.

- A. Substitutes/New Hires: shows work routine, area in which work should be done, proper chemical use.
- B. Crews: oversees the cleaning staff and operation in the building.
- C. Supplies: orders needed cleaning supplies for the building.
- D. Maintenance: does minor maintenance repair as needed (i.e., desktops, pencil sharpeners, pictures hung, floor tile replacement, etc.).
- E. Emergencies: reports to building for emergencies when called by building, District, or emergency personnel (i.e., windows, doors left open). Home phone provided to designated District and emergency personnel.
- F. Calamity Days: checks on building during breaks, calamity days and ensures that all outside walks are cleared, heating systems and piping are checked, and the building is safe and secure.

19.08 Head Cooks' Responsibility

Employees hired into the Head Cook position prior to July 1, 2026, will continue to receive a \$1,000 Head Cook Stipend. Any employee hired into the Head Custodian position after July 1, 2026, will not be eligible to receive the Head Custodian stipend. Once the last current Head Cook stipend sunsets, the Head Cook stipend will sunset completely.

Head Cooks responsibilities:

- A. Trains and oversees the kitchen crew
- B. Places kitchen food/supply orders
- C. Certified in level two food protection as required by the Health Department

19.09 Longevity

- A. Longevity steps will be the same for all categories.
- B. The Board will make the following salary increases above the salary schedule in effect:

1. At the beginning of a new contract year following completion of 17 years of service and extending through the 21st year of service, each employee shall receive an additional \$500.00.
2. After completing 21 years of service and extending through the 25th year of service, each employee shall receive an additional \$200.00 (total of \$700.00).
3. After completing 25 years of service and extending through the 30th year, each employee shall receive an additional \$300.00 (total of \$1,000.00).
4. After 30 years of service each employee shall receive an additional \$500, (total of \$1500).

Years of service in education shall include all years employed by the Board. Time as a substitute shall not be counted toward longevity.

- C. Longevity shall be paid as a lump sum in July upon completion of the service.

19.10 On-Call Snow Removal Stipend

A five hundred dollar (\$500.00) stipend shall be paid to the employee designated to be on-call, and in charge of snow removal.

ARTICLE 20 – SERS PICKUP

20.01 Pick Up and Pay

The Board agrees to pick-up (assume and pay) premiums to the SERS on behalf of the members of the bargaining unit equal to 5.00% of the employee's annual income. If it becomes prohibited by law or statute for the board to pay the employee portion of SERS, the Board shall *add 5.7%, one time, to the base pay of each bargaining unit member's base salary*, and such amounts shall be treated as salary for all applicable purposes.

20.02 Pick Up by Salary Reduction

The remaining portion of the member's SERS contribution shall be picked up and paid by the Board by reducing the annual compensation of the member by an equal amount.

20.03 Application

The pick-up percentages shall apply uniformly to all bargaining unit members as a condition of employment. The pick-ups shall apply to all compensation including supplemental earnings paid thereafter.

20.04 Regulation Compliance

It is to be understood by the parties that it is the responsibility of each individual bargaining unit member to make any necessary adjustments to any other tax sheltered annuities he has in order to be in compliance with IRS laws and regulations.

ARTICLE 21 – SEVERANCE PAY

- 21.01 The Board will grant severance pay for accrued but unused sick leave under the following provisions.
- A. The Board shall pay for one-third ($\frac{1}{3}$) of any accrued but unused sick leave up to a maximum of 260 days.
 - B. Employees must be eligible for retirement under provisions set by the School Employees Retirement System and must actually retire directly from employment of the Shelby City Schools and start drawing reimbursement from the School Employees Retirement System as evidenced by a check or certification from SERS or a bank indicating direct deposit of the first retirement check being presented to the treasurer's office.
 - C. Payment will be based on the employee's rate of pay at the time of retirement and will eliminate all sick leave credit accrued at that time. Severance will be paid after an employee certifies they are receiving their retirement referenced in 21.01B.
 - D. Any severance pay due would be payable to the estate in case of death of an employee, payment will be made within sixty (60) days following the death of an employee.

ARTICLE 22 – NO STRIKE CLAUSE OR LOCK OUT CLAUSE

- 22.01 The Union does hereby affirm and agree that it will not engage in a failure to report to duty, willful absence from one's position, stoppage of work, slowdown or abstinence in whole or part from the full, faithful, and proper performance of regular professional duties or employment obligations.
- 22.02 If any violation of this article occurs, the Union shall notify all bargaining unit members that the strike, slowdown or work stoppage is prohibited, is not sanctioned by the Union and order all bargaining unit members to return to work immediately.
- 22.03 In the event of a violation of this clause, the Board may exercise its option under ORC 4117.
- 22.04 The Board agrees not to lock out or otherwise prevent employees from performing their regularly assigned duties during the term of this agreement.

ARTICLE 23 – MISCELLANEOUS

- 23.01 Pledge Against Discrimination
- A. The provisions of this Agreement shall be applied equally to all applicants as well as to all employees in the bargaining units without discrimination as to age, sex, marital status, race, color, creed, national origin, job classification, activities

outside the workplace, political opinions or affiliation or handicap. Nothing herein should be interpreted as preventing the Board from disciplining or discharging an employee for conduct which is illegal or which courts have ruled is a basis for discipline or discharge.

- B. All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

23.02 Job Descriptions

- A. Each employee will receive a copy of the job description for his/her classification.
- B. The job description will include, but is not limited to: the job title and a general description of the required duties, necessary skills, and training.
- C. The Union will be advised prior to any changes being made in any job description, and employees within the affected classification will be given an opportunity to provide input about the proposed changes prior to the changes being implemented.

23.03 Records Check

A. Records Checks – Employees

Bargaining unit members shall be responsible for completing statutorily mandated records checks and the Board shall pay all charges involved with mandatory records checks.

23.04 Complete Agreement Clause

The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

23.05 Provision Contrary to Law

If any provisions of this contract shall be found to be contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the contract.

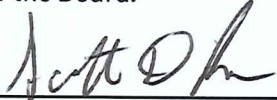
23.06 Distribution of Agreement

Within thirty (30) days after the execution of this agreement, the Board shall print or duplicate and provide to the Union, without charge, a copy of the agreement for every employee in the bargaining unit. An additional twenty (20) copies will be available if needed by the president of the Union during the duration of this contract.

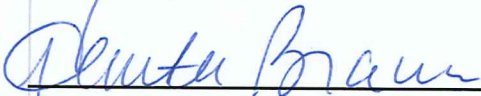
24.01 Duration

The terms and conditions within this agreement are effective for the period commencing July 1, 2026 and terminating June 30, 2029.

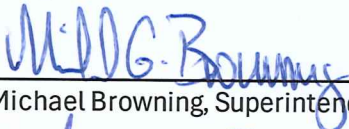
For the Board:



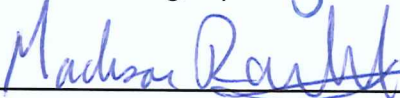
Scott Rose, Board President



Heather Braun, Vice President



Michael Browning, Superintendent



Madison Ratliff, Treasurer



Kelly Stanford, Food Service Director

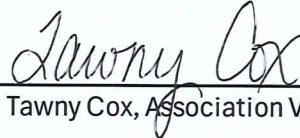


Nick Fairchild, Buildings and Grounds

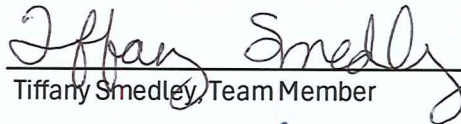
For the Association:



Evan Montgomery, Association President



Tawny Cox, Association Vice President



Tiffany Smedley, Team Member



Melissa Sensemeier, Team Member



Sandy Newsome, Team Member

APPENDIX A-C

EFFECTIVE JULY 1, 2026 TO JUNE 30, 2027

Yrs. Exp.	Index	Custodial and Maintenance					
		186 Day Sweeper	260 Day Custodian	Head Custodian	Maintenance	Head of Maintenance	
	0	1.000	\$15.00	\$19.00	\$21.00	\$22.50	\$25.00
	1	1.025	\$15.38	\$19.48	\$21.53	\$23.06	\$25.63
	2	1.050	\$15.75	\$19.95	\$22.05	\$23.63	\$26.25
	3	1.075	\$16.13	\$20.43	\$22.58	\$24.19	\$26.88
	4	1.100	\$16.50	\$20.90	\$23.10	\$24.75	\$27.50
	5	1.125	\$16.88	\$21.38	\$23.63	\$25.31	\$28.13
	6	1.150	\$17.25	\$21.85	\$24.15	\$25.88	\$28.75
	7	1.175	\$17.63	\$22.33	\$24.68	\$26.44	\$29.38
	8	1.200	\$18.00	\$22.80	\$25.20	\$27.00	\$30.00
	10	1.225	\$18.38	\$23.28	\$25.73	\$27.56	\$30.63
	13	1.250	\$18.75	\$23.75	\$26.25	\$28.13	\$31.25
	15	1.275	\$19.13	\$24.23	\$26.78	\$28.69	\$31.88

Yrs. Exp.	Index	Educational Aides				
		Educational Aide	Highly Qualified Aide	Receptionist	Multiple Disability Aide	
	0	1.000	\$16.00	\$18.00	\$18.00	\$19.00
	1	1.025	\$16.40	\$18.45	\$18.45	\$19.48
	2	1.050	\$16.80	\$18.90	\$18.90	\$19.95
	3	1.075	\$17.20	\$19.35	\$19.35	\$20.43
	4	1.100	\$17.60	\$19.80	\$19.80	\$20.90
	5	1.125	\$18.00	\$20.25	\$20.25	\$21.38
	6	1.150	\$18.40	\$20.70	\$20.70	\$21.85
	7	1.175	\$18.80	\$21.15	\$21.15	\$22.33
	8	1.200	\$19.20	\$21.60	\$21.60	\$22.80
	10	1.225	\$19.60	\$22.05	\$22.05	\$23.28
	13	1.250	\$20.00	\$22.50	\$22.50	\$23.75
	15	1.275	\$20.40	\$22.95	\$22.95	\$24.23

EFFECTIVE JULY 1, 2026 TO JUNE 30, 2027

Yrs. Exp.	Index	<u>Secretarial</u>		<u>Transportation</u>	
		Administrative Assistant	Library Media Specialist	Bus Driver	Head Mechanic
0	1.000	\$21.00	\$21.00	\$23.00	\$25.00
1	1.025	\$21.53	\$21.53	\$23.58	\$25.63
2	1.050	\$22.05	\$22.05	\$24.15	\$26.25
3	1.075	\$22.58	\$22.58	\$24.73	\$26.88
4	1.100	\$23.10	\$23.10	\$25.30	\$27.50
5	1.125	\$23.63	\$23.63	\$25.88	\$28.13
6	1.150	\$24.15	\$24.15	\$26.45	\$28.75
7	1.175	\$24.68	\$24.68	\$27.03	\$29.38
8	1.200	\$25.20	\$25.20	\$27.60	\$30.00
10	1.225	\$25.73	\$25.73	\$28.18	\$30.63
13	1.250	\$26.25	\$26.25	\$28.75	\$31.25
15	1.275	\$26.78	\$26.78	\$29.33	\$31.88

Yrs. Exp.	Index	<u>Food Services</u>		
		Server	Cashier/Cook	Head Cook
0	1.000	\$15.00	\$16.50	\$18.50
1	1.025	\$15.38	\$16.91	\$18.96
2	1.050	\$15.75	\$17.33	\$19.43
3	1.075	\$16.13	\$17.74	\$19.89
4	1.100	\$16.50	\$18.15	\$20.35
5	1.125	\$16.88	\$18.56	\$20.81
6	1.150	\$17.25	\$18.98	\$21.28
7	1.175	\$17.63	\$19.39	\$21.74
8	1.200	\$18.00	\$19.80	\$22.20
10	1.225	\$18.38	\$20.21	\$22.66
13	1.250	\$18.75	\$20.63	\$23.13
15	1.275	\$19.13	\$21.04	\$23.59

EFFECTIVE JULY 1, 2027 TO JUNE 30, 2028

Custodial and Maintenance							
Yrs. Exp.	Index	186 Day Sweeper	260 Day Custodian	Head Custodian	Maintenance	Head of Maintenance	
	0	1.000	15.45	19.57	21.63	23.18	25.75
	1	1.025	15.84	20.06	22.17	23.75	26.39
	2	1.050	16.22	20.55	22.71	24.33	27.04
	3	1.075	16.61	21.04	23.25	24.91	27.68
	4	1.100	17.00	21.53	23.79	25.49	28.33
	5	1.125	17.38	22.02	24.33	26.07	28.97
	6	1.150	17.77	22.51	24.87	26.65	29.61
	7	1.175	18.15	22.99	25.42	27.23	30.26
	8	1.200	18.54	23.48	25.96	27.81	30.90
	0	1.225	18.93	23.97	26.50	28.39	31.54
	13	1.250	19.31	24.46	27.04	28.97	32.19
	15	1.275	19.70	24.95	27.58	29.55	32.83
Educational Aides							
Yrs. Exp.	Index	Educational Aide	Highly Qualified Aide	Receptionist	Multiple Disability Aide		
	0	1.000	16.48	18.54	18.54	19.57	
	1	1.025	16.89	19.00	19.00	20.06	
	2	1.050	17.30	19.47	19.47	20.55	
	3	1.075	17.72	19.93	19.93	21.04	
	4	1.100	18.13	20.39	20.39	21.53	
	5	1.125	18.54	20.86	20.86	22.02	
	6	1.150	18.95	21.32	21.32	22.51	
	7	1.175	19.36	21.78	21.78	22.99	
	8	1.200	19.78	22.25	22.25	23.48	
	0	1.225	20.19	22.71	22.71	23.97	
	13	1.250	20.60	23.18	23.18	24.46	
	15	1.275	21.01	23.64	23.64	24.95	

EFFECTIVE JULY 1, 2027 TO JUNE 30, 2028

Yrs. Exp.	Index	Secretarial		Transportation		
		Administrative Assistant	Library Media Specialist	Bus Driver	Head Mechanic	
	0	1.000	21.63	21.63	23.69	25.75
	1	1.025	22.17	22.17	24.28	26.39
	2	1.050	22.71	22.71	24.87	27.04
	3	1.075	23.25	23.25	25.47	27.68
	4	1.100	23.79	23.79	26.06	28.33
	5	1.125	24.33	24.33	26.65	28.97
	6	1.150	24.87	24.87	27.24	29.61
	7	1.175	25.42	25.42	27.84	30.26
	8	1.200	25.96	25.96	28.43	30.90
	0	1.225	26.50	26.50	29.02	31.54
	13	1.250	27.04	27.04	29.61	32.19
	15	1.275	27.58	27.58	30.20	32.83
Yrs. Exp.			Food Services			
		Index	Server	Cashier/Cook	Head Cook	
	0	1.000	15.45	17.00	19.06	
	1	1.025	15.84	17.42	19.53	
	2	1.050	16.22	17.84	20.01	
	3	1.075	16.61	18.27	20.48	
	4	1.100	17.00	18.69	20.96	
	5	1.125	17.38	19.12	21.44	
	6	1.150	17.77	19.54	21.91	
	7	1.175	18.15	19.97	22.39	
	8	1.200	18.54	20.39	22.87	
	0	1.225	18.93	20.82	23.34	
	13	1.250	19.31	21.24	23.82	
	15	1.275	19.70	21.67	24.30	

EFFECTIVE JULY 1, 2028 TO JUNE 30, 2029

<u>Custodial and Maintenance</u>							
Yrs. Exp.	Index	186 Day Sweeper	260 Day Custodian	Head Custodian	Maintenance	Head of Maintenance	
	0	1.000	15.91	20.16	22.28	23.87	26.52
	1	1.025	16.31	20.66	22.84	24.47	27.19
	2	1.050	16.71	21.16	23.39	25.06	27.85
	3	1.075	17.11	21.67	23.95	25.66	28.51
	4	1.100	17.50	22.17	24.51	26.26	29.17
	5	1.125	17.90	22.68	25.06	26.85	29.84
	6	1.150	18.30	23.18	25.62	27.45	30.50
	7	1.175	18.70	23.68	26.18	28.05	31.16
	8	1.200	19.10	24.19	26.73	28.64	31.83
	0	1.225	19.49	24.69	27.29	29.24	32.49
	13	1.250	19.89	25.20	27.85	29.84	33.15
	15	1.275	20.29	25.70	28.41	30.43	33.82
<u>Educational Aides</u>							
Yrs. Exp.	Index	Educational Aide	Highly Qualified Aide	Receptionist	Multiple Disability Aide		
	0	1.000	16.97	19.10	19.10	20.16	
	1	1.025	17.40	19.57	19.57	20.66	
	2	1.050	17.82	20.05	20.05	21.16	
	3	1.075	18.25	20.53	20.53	21.67	
	4	1.100	18.67	21.01	21.01	22.17	
	5	1.125	19.10	21.48	21.48	22.68	
	6	1.150	19.52	21.96	21.96	23.18	
	7	1.175	19.94	22.44	22.44	23.68	
	8	1.200	20.37	22.92	22.92	24.19	
	0	1.225	20.79	23.39	23.39	24.69	
	13	1.250	21.22	23.87	23.87	25.20	
	15	1.275	21.64	24.35	24.35	25.70	

EFFECTIVE JULY 1, 2028 TO JUNE 30, 2029

Yrs. Exp.	Index	<u>Secretarial</u>		<u>Transportation</u>	
		Administrative Assistant	Library Media Specialist	Bus Driver	Head Mechanic
0	1.000	22.28	22.28	24.40	26.52
1	1.025	22.84	22.84	25.01	27.19
2	1.050	23.39	23.39	25.62	27.85
3	1.075	23.95	23.95	26.23	28.51
4	1.100	24.51	24.51	26.84	29.17
5	1.125	25.06	25.06	27.45	29.84
6	1.150	25.62	25.62	28.06	30.50
7	1.175	26.18	26.18	28.67	31.16
8	1.200	26.73	26.73	29.28	31.83
0	1.225	27.29	27.29	29.89	32.49
13	1.250	27.85	27.85	30.50	33.15
15	1.275	28.41	28.41	31.11	33.82

Yrs. Exp.	Index	<u>Food Services</u>		
		Server	Cashier/Cook	Head Cook
0	1.000	15.91	17.50	19.63
1	1.025	16.31	17.94	20.12
2	1.050	16.71	18.38	20.61
3	1.075	17.11	18.82	21.10
4	1.100	17.50	19.26	21.59
5	1.125	17.90	19.69	22.08
6	1.150	18.30	20.13	22.57
7	1.175	18.70	20.57	23.06
8	1.200	19.10	21.01	23.55
0	1.225	19.49	21.44	24.04
13	1.250	19.89	21.88	24.53
15	1.275	20.29	22.32	25.02

SHELBY CITY SCHOOLS
FAMILY AND MEDICAL LEAVE FORM

_____ hereby requests Family and Medical Leave
Employee's Name
commencing _____, 20_____. I anticipate return to my
regular duties _____, 20_____.

Signature

Date

SHELBY CITY SCHOOL DISTRICT

CLASSIFIED GRIEVANCE FORM – LEVEL _____

Employee Name: _____ Date _____

Assignment: _____

Date cause of complaint occurred: _____

Have you discussed this problem with your building principal or immediate supervisor?

Yes _____ No _____ Date Discussed: _____

A. Specific area(s) of the agreement that is alleged to have been violated, misinterpreted and/or misapplied.

Article _____ Paragraph _____ Page Number _____

Article _____ Paragraph _____ Page Number _____

Article _____ Paragraph _____ Page Number _____

B. Statement of facts regarding the alleged violation, misinterpretation and/or misapplication.

C. Relief sought:

D. Supervisor's response:

MEMORANDUM OF UNDERSTANDING

CHANGE IN INSURANCE POLICY REGARDING DEPENDENT COVERAGE

SASS and the Board hereby agree to change the current language in the district's insurance policy handbook as follows:

WHEN DEPENDENT COVERAGE IS TERMINATED

NOTE: Any individual has the right to request a certificate of creditable coverage from a prior plan administrator or issuer.

NOTE: Under COBRA, it is the responsibility of the employee or a family member to inform the employer of a divorce, judgment of separate maintenance, legal separation, or a child losing dependent status (e.g., marriage of dependent), within sixty (60) days of the Qualifying Event.

The coverage of any covered dependent shall automatically cease at the earliest time indicated below, except as provided in any Continuation of Benefits (COBRA) provision:

1. Date of termination of employee's employment;
2. Date employee ceases to be in a class of employees eligible for coverage;
3. Date employee fails to make any required contribution for coverage;
4. Date Plan is terminated;
5. Date employer terminates employee's coverage;
6. Day after the employee dies;
7. Date dependent loses his eligible status as defined herein:
 - A. For Spouses:

Upon judgment of separate maintenance or legal separation (if applicable within your state); or

Upon divorce.
 - B. For children:

Upon reaching age twenty-six

Upon marrying; or

Upon becoming a full-time member of the Armed Forces of any country;
or

Upon obtaining gainful full-time employment where insurance benefits are offered; or

In the case of a disabled dependent, upon the dependent being medically certified as no longer totally and permanently disabled by either a physical or mental disability that substantially limits one or more of such person's major life activities, or not being able to perform the normal activities of a person of like age and sex in good health.

NOTE: Annual certification of dependent eligibility as described above shall be required in order for dependents to receive coverage under this policy.

For the Board

For the Association

Date

Date

Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the Shelby City School District Board of Education ("Board") and the Shelby Association of School Support ("Association") for the purpose of modifying the terms of Article 9, Section 9.01.

For future employment within the maintenance classification, any current SASS member will have seniority rights over any future SASS member hired into the maintenance classification after 5/31/17. That is, any employee hired into SASS, specifically the maintenance classification, after 5/31/17 will be considered for advancement within the maintenance classification only after SASS members hired prior to 5/31/17 have been given proper consideration according to the current negotiated agreement for the posted position.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding on this 24th day of May, 2017.

SHELBY CITY SCHOOL DISTRICT
BOARD OF EDUCATION

SHELBY ASSOCIATION OF SCHOOL
SUPPORT

Board President





Superintendent

Treasurer
