

Association of Cincinnati Public Schools Office Personnel  
Collective Bargaining Agreement  
January 1, 2007

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## **Agreement**

The Board of Education of the City School District of the City of Cincinnati (hereinafter called "the Board") and the Association of Cincinnati Public School Office Personnel/CFT Local 1520, OFT, AFT, AFL-CIO (hereinafter called "the Association"), in order to insure the skilled service support for the accomplishment of the basic objective of the Cincinnati Public Schools, which is to provide comprehensive educational opportunities for all children attending the Cincinnati schools, do hereby agree as follows:

### **ARTICLE I Recognition**

1. The Board recognizes the Association as the exclusive bargaining representative for all clerical employees on Civil Service Salary Schedule B (except Personnel Aide, Clerical Substitute I; Clerical Substitute II; Supervisor of Payroll Operations; Secretary to the Treasurer; Secretary to the Deputy Superintendent; two Secretaries to the Superintendent, Secretary to the Chief Academic Officer; one Secretary for each of the Assistant Superintendents; Secretary to the Chief Officer of Public Affairs; Secretary to the Chief Operations Officer; Secretary to the Chief Officer of Human Resources; one Secretary to the Manager of Civil Service Personnel; Secretary to General Counsel; one Secretary in the Board Office); and for classifications of Physical Therapy Aide hired before 12/31/96; Physical Therapy Assistants, Occupational Therapists Assistants; Sr. Buyer, Buyer 1 and Buyer 2; Auxiliary Services Clerks in non-public schools who work 50% time or more, Inventory Coordinator and Transportation Specialists.
2. The Board shall not recognize any other organization which seeks the right to represent the members of the bargaining unit during the term of this Agreement, nor shall the Board in any way contribute to the growth or creation of rival organizations.

### **ARTICLE II Protection Clause**

The Board agrees that it will not permit any coercion, intimidation, discrimination, transfer, threats, or other detrimental action against any employee because of membership in the Association or as a result of negotiations with the Board, or instigation or investigation of any grievance under this Agreement.

Members of the Negotiation Committee shall be permitted to attend negotiations sessions when scheduled during working hours, without changing their regular working hours, at no loss of time to the employee.

The Board agrees that it will not tolerate any form of discrimination based on race, gender, ethnicity, color, age, disability, Religion, national origin, ancestry, creed, or sexual orientation of its employees.

### **ARTICLE III      Past Practices**

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The Board and the Association recognize that previous collective bargaining agreements have not been formalized into written documents. The parties agree that there exist certain practices and policies which are recognized as a part of the labor-management relationship, or as working conditions and job benefits but are not committed to writing. Therefore, the Board and the Association Labor Management Committee shall meet on a monthly basis to discuss working conditions, including health and safety matters, job benefits, practices and policies which affect employees represented by the Association. In addition, this labor management committee will review positions and organization of work in the school district and recommend to the Superintendent the creation, where appropriate, of additional positions. This committee will also review any job descriptions that are developed as a result of these discussions. They would also have the right to ask for any work or job study that they deem appropriate. If, during such discussions, the Board and the Association agree to add a working condition, job benefit, practice or policy to the Agreement, the Agreement shall be amended to include such addition(s).

### **ARTICLE IV      Association Rights**

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The following organizational rights shall not be enjoyed by any rival organization.

1.     Association Dues

- a. The Board shall deduct the uniform and periodic Association dues from the paychecks of any employee who voluntarily authorizes in writing that such deductions be made. The Board shall transmit dues deducted from the paychecks of employees to the Association promptly following the delivery of paychecks to employees. The Board shall make every effort to transmit dues within five (5) days of paycheck delivery.
- b. Office personnel who desire to cancel Association dues deduction shall obtain from the Association a "Cancellation of Dues Deduction" form, and complete it. The completed card may only be turned in by the employee during the month of September of each year of this agreement. The Association shall transmit the original of such cancellations promptly to the Board. Under no circumstances shall the Association deny the right of any employee to revoke such authorization of payroll deduction of Association dues. The Board shall not be liable to the Association for the remittance of any sum other than that constituting actual deductions made from the paychecks of employees. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including, by way of example and not limitation, the cost of any judgment against the Board and the reasonable value of any attorney fees incurred, that may arise out of or by reason of action taken by the Board or not taken by the Board for the purpose of complying with any provision of this section.
- c. The Board shall charge the Association no fee for deducting or transmitting Association dues.

- d. The Board shall provide the Association promptly after each pay period, a computerized alphabetical list of all employees who authorized deduction of Association dues during that pay period and a list of employees who initiated or canceled such authorization during the pay period, and an alphabetized list of all employees from whom the Board has deducted the fair share fee. The Board shall make every effort to provide such a list within five (5) working days following the end of each pay period.

## 2. Fair Share Fee

- a. Effective the pay period following the implementation of the next across the board salary increase, all employees covered by this agreement who are not members of CFT/ACPSOP shall pay to CFT/ACPSOP, through deductions from each paycheck, their fair share of the costs of the collective bargaining services rendered by the CFT/ACPSOP that are properly chargeable to non-members under state and federal law, as determined through the method described below (referred to hereafter as "fair share"). The obligation of non-members to pay such fair share commences with the first paycheck due in September, or with the first paycheck following implementation of the next across the board salary increase due sixty (60) days after initial employment in the bargaining unit, whichever occurs later.
- b. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member, full-time employees and remitted to the CFT/ACPSOP, provided, however, that the CFT/ACPSOP shall submit to the Board at least 14 days prior to the first paycheck to employees at the beginning of each school year an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the CFT/ACPSOP, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share. The CFT/ACPSOP shall also certify to the Board that a notice concerning the calculation of fair share payments by non-members has been published for at least 14 days prior to the first paycheck to employees at the beginning of each school year, pursuant to the CFT/ACPSOP "Non-member Fair Share Payments Implementation and Appeal Procedure", a copy of which is attached to this contract as Appendix C.
- c. The CFT/ACPSOP shall prepare a form of notice to employees by which non-member employees shall be informed of the percentage and method of calculation of the fair share fee which shall include the report of an independent auditor disclosing and verifying the major categories of expenses upon which the fee calculation shall be based. The notice shall inform employees of their right to object to the calculation of the fair share fee and to submit an objection to the fee to arbitration. Such right to object shall require the objector to send a letter to the CFT/ACPSOP President by regular U.S. mail or by delivery to the CFT/ACPSOP office at any time after receipt of the notice, but within thirty (30) days after the first salary payment of the school year from which the fair share fee has been deducted. The notice to

non-members shall set forth the address and telephone number of the CFT/ACPSOP and the manner in which the employee may obtain a copy of the CFT/ACPSOP's internal appeal procedure.

- d. Prior to the delivery of the first paycheck due to employees in September of each school year, the CFT/ACPSOP shall distribute the notice and appeal procedure described above by: (1) posting it on the CFT/ACPSOP bulletin board in each building; (2) summarizing the notice and the internal appeal procedure in a CFT/ACPSOP newspaper distributed to all bargaining unit members in the first month of the school year; and (3) providing CFT/ACPSOP building representatives with copies of the notice for distribution to employees identified as non-member employees of the Board pursuant to Subsection 2A.
- e. Upon the CFT/ACPSOP's timely receipt of an objection under ACPSOP's internal appeal procedure, the CFT/ACPSOP shall deposit in an escrow account, separate from all other CFT/ACPSOP funds, the amount of fee payments received on behalf of any objector(s) that is fairly placed at issue by his/her objection, but not less than ten percent (10%) of the fair share fee as verified by an independent auditor. Until such time as the report of the independent auditor is received by the Board, if any objector files an objection with the Board as to the amount placed in escrow, the Board will deposit the entire fair share fee in the interest bearing account referred to in this Article. The CFT/ACPSOP shall furnish the objectors and the Board with verification of the terms of the escrow arrangement, and, upon request, the status of the fund as reported by the bank. The escrow account will be established and maintained with a federally insured commercial bank with offices in Cincinnati, Ohio, and the Agreement therefore shall provide that the escrow account be interest bearing at the highest possible rate; that the escrowed funds be outside of the CFT/ACPSOP's control until the final disposition as provided for herein; and that the escrowed funds will terminate and the funds therein be distributed only by the terms of an ultimate award, determination or judgment, including any appeals, or by the terms of a mutually agreed settlement between the CFT/ACPSOP and any objector(s), or if the objector(s) abandons the objection.
- f. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the CFT/ACPSOP, the CFT/ACPSOP shall promptly adopt such determination and notify the Board to reduce deductions from the earnings of non-members to said prescribed amount. Such adjustment shall not entitle any non-member who had not made a timely objection to a refund or rebate for past fair share fee payments.
- g. As an express condition to the Board's agreement to grant a fair share fee arrangement to the CFT/ACPSOP, the CFT/ACPSOP shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, refunds, rebates, or other forms of liability, including attorney fees and expenses paid

or payable by the Board, that shall arise by reason of action taken by the Board for the purpose of complying with the provisions of this Article with respect to fair share fees or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions by the CFT/ACPSOP. The union's counsel shall be the lead counsel during any litigation concerning the fair share fee.

- h. Nothing in this Article shall inhibit or interfere with the rights of any employees objecting to the payment of CFT/ACPSOP dues or fair share fees based on religious grounds. The rights of such members shall be resolved under the provisions of Section 4117.09(C) of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.
  - i. In order to enjoy fair share fee, ACPSOP and CFT shall have a membership equal to 70% or more of the full-time regular employees of the combined bargaining units without regard to the membership in either unit separately. In the alternative, in order to enjoy fair share fee in a separate unit, ACPSOP shall have a membership equal to 70% or more of the full-time regular employees of its separate unit. In either event in order to continue to enjoy fair share fee, such membership shall be maintained as of the expiration of this contract.
  - j. The ACPSOP represents to the Board and to the employees it represents that its "non-member fair share payments implementation and appeal procedure" and its other practices and conduct in the course of implementing the fair share fee arrangement, conform to state and federal law.
- 3. The Association shall be permitted to post Association materials on existing bulletin boards.
  - 4. The Association shall be represented on committees established by the Board when other employee groups are represented.
  - 5. The facilities requested by the Association shall not be denied, except where there is a previously announced and conflicting meeting or activity.
  - 6. Information, statistics, and records relating to wages, hours, benefits, and all other terms and conditions of employment reasonably necessary for the proper enforcement of the terms of this contract, to the extent permitted by privacy laws, shall be made available to the Association upon request at cost. The Association President shall receive information which is to be given to the public on the Friday before the Board of Education meeting or as soon thereafter as it is available.
  - 7. The Association shall have the right to distribute bulletins and other pertinent materials through the inter-school mail delivery and/or by placing them in the mailboxes of employees or by distributing them to employees at their work locations, provided that the employee's normal work duties are not disrupted.

8. The Association President, or his/her designee who is employed by the Board, shall have the right to visit schools and other work locations to investigate working conditions, employee complaints or problems, or for a purpose relating to the terms and conditions of employment, provided there is no interruption of the employee's normal duties and that the Association representative announced his/her presence to the principal, or to the person in charge if the principal is not immediately available.
9. The Board shall provide the Association with the names and addresses of new bargaining unit employees, and the change of addresses and new positions of current employees. The Board will provide annually, within 20 days of the first paycheck, to the Association a list of bargaining unit members including their work location, classification, and home address. In addition, the Board will provide a list of employees and their seniority dates. As soon as telephone numbers are entered into Board computers, the Board will provide them with the directory information unless the employee objects.
10. The Association shall be notified of any proposed change in policy or procedure affecting its employees before the change is put into effect. The Association shall have an opportunity to make recommendations concerning such proposals before they are put into effect. If the Board or the Superintendent issues a policy or procedure which becomes effective because of an emergency or through inadvertence before the Association is notified and given an opportunity to make recommendations, the Association, upon request, shall be given an opportunity to make recommendations and, where appropriate, the policy or procedure will be reconsidered.
11. Upon ratification of the contract, the Association shall have 1,000 copies printed; the Board and the Association shall agree on the format. The Board shall pay half the cost of printing the contract in a Union print shop within the Cincinnati City School District which presents the lowest of three bids obtained by the Association.
12. The Board shall deduct contributions to the Committee on Political Education (COPE) fund from the pay checks of any employee who authorizes in writing that such deductions be made. The Board shall transmit such contributions to the Association monthly, or less frequently if the Association so requests. The Association shall be charged no more than \$.04 per deduction and \$10.00 per transmittal to defray the cost of making the deductions. Employees who desire to cancel COPE deductions shall notify the Association in writing. The Association shall transmit the cancellations promptly to the Board. Under no circumstances shall the Association deny the right of employees to revoke the authorization of payroll deduction of Association COPE contributions.

The Board shall not be liable to the Association for the remittance or payment of any sum other than that constituting actual deductions made from the wages of office employees. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including, by way of example and not limitation, the cost of any judgment against the Board and the reasonable value of any attorney fees incurred, that may arise out of or

by reason of action taken by the Board or not taken by the Board for the purpose of complying with any provision of this Section. The provisions of this Section shall comply with Section 9.41 of the Ohio Revised Code.

13. Association Leave

Upon request of the Association, up to four designees shall be assigned to the Association to conduct Association business. Any employee so assigned shall be paid the full salary to which the employee is entitled under this contract, shall enjoy all increments, benefits and leaves as other bargaining unit members and shall continue to accrue seniority. The Association shall reimburse the Board for salary, medical, dental and term life insurance benefits provided to such employees, retirement contributions paid on their behalf, and other expenses related to salary and fringe benefit costs.

Upon notice to the Civil Service Personnel Office that the employee assigned to the Association wishes to return to regular service, the employee shall be placed within 90 days in a regular position at the classification and pay level to which the employee is entitled. The option to return to regular service with the Cincinnati Public School District is limited to employees who were in the classified/unclassified service with the District immediately prior to being assigned to the Association.

14. Up to a total of 40 days per year will be provided to the Association for members' use to attend conventions and workshops. Further release time may be granted upon approval of the Board. If a bargaining unit member, identified by the Association to be granted leave, has attendance less than 95% due to sick leave and/or personal leave only, the Superintendent's designee for Labor Relations may notify the Association. The leave shall still be granted, but the Association will be assessed half the cost of the substitute for the leave.

15. The Association shall also enjoy the non-exclusive right to transact Association business and conduct meetings on Board property before or after the regular school day.

**ARTICLE V Grievance Procedure**

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1. Definitions

a. Grievance

A grievance is a complaint in writing that there has been a violation, misinterpretation or misapplication of any provision of this contract. Such grievance shall be submitted on the prescribed form which shall be available in the school, department or branch office, and from the Association representative in the building.

b. Grievant

The "grievant" shall mean the bargaining unit member(s) of the Association filing the grievance.

c. Days

The term "days," when used in this Article, shall mean working days, excluding Saturdays, Sundays, and paid holidays.

2. Association Right

The Association shall have the exclusive organizational right to appear at any level of the grievance procedure and shall receive written copies of all written decisions and records pertaining to the grievance.

3. Rights of Grievant/Representative

Every employee shall be represented by the Association in the grievance procedure. The employee shall have the right to be present at any grievance discussion and shall be present at any grievance discussion when the Board and/or the Association deem it necessary. When the presence of an employee at a grievance hearing is requested by either party, illness or other incapacity shall be grounds for any necessary extension of grievance procedure time limits. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and any administrator's failure to give a decision within the time limits permits the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

4. Protection of Grievant

An employee who participates or intends to participate in any grievance as defined herein shall not be subject to discipline, reprimand, warning or reprisal because of such participation or intention. All documents, communications, and records dealing with the procession of the grievance shall be filed separately from the personnel files of the participant.

5. Hearings/Conferences

Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held insofar as possible, after regular school hours or during non-working time of personnel involved. When such hearings and conferences are held at the option of the administration during school hours, all employees whose presence is required shall be excused, without loss of pay or benefits for that purpose.

6. Informal Resolution of Disputes

Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and

cooperation. Every reasonable effort shall be made to achieve equitable solutions to employee complaints and disputes at the lowest possible level. Prior to filing a written grievance, an employee may request a conference with the immediate administrative supervisor for the purpose of presenting a complaint as well as the possible resolution of the complaint. The employee shall have the right to be accompanied by an Association representative at such a conference.

7. Expediting Grievances

Grievances shall be expedited. The time limits specified may be extended by mutual agreement.

8. Procedure:

- Step 1: A grievance shall be submitted in writing to the principal or the appropriate administrator within ten (10) days after said event upon which it is based, or within ten (10) days after said event could reasonably be assumed to have been known by the grievant. A grievance conference shall occur within five (5) days after the grievance is filed. The grievant shall be accompanied by an Association representative.

The principal, or appropriate administrator, shall render a written decision within five (5) days of the conference and communicate it to the grievant and the Association.

- Step 2: In the event a grievance has not been satisfactorily resolved at Step 1, the Association shall file, within five (5) days of the principal's or the appropriate administrator's written decision at Step 1, a copy of the grievance with the Superintendent's designee for Labor Relations. Within five (5) days after such written grievance is filed, the grievant, the Association and the Director of Labor Relations or his/her designee shall meet to resolve the grievance. The Director of Labor Relations or his/her designee shall file his/her decision within five (5) days of the Step 2 conference and communicate it to the grievant and the Association.

- Step 3:

- a. If the grievance has not been satisfactorily resolved at Step 2, and if the grievance is not appealable to the Civil Service Commission, the Ohio Civil Rights Commission, or the Equal Employment Opportunity Commission, within ten (10) days of the Step 2 decision, the Association may demand a hearing before a binding arbitrator.

- b. The arbitrator will be selected as follows:

- i. The Board and the Association will attempt to agree on a mutually acceptable individual to serve. If the parties are unable to agree, the parties shall ultimately strike names from a list of five (5)

individuals willing to serve in such a capacity until one name remains.

- ii. At the end of each contract year, or if the list of individuals referred to above falls below five (5) individuals willing to serve, the parties shall attempt to agree upon a new list or upon additional individuals to supplement the original list. If the parties are unable to agree, the parties shall continue to use the original list or those individuals on it who remain willing to serve.
- c. The arbitrator shall not have the authority in making his binding opinion to alter, modify, add to or subtract from any of the terms of this contract.
- d. The arbitrator selected for a particular grievance is expected to schedule a hearing with the parties within 30 days and to issue a written opinion to the Superintendent within 30 days after the close of the hearing.

Each party shall bear its own costs if any.

## **ARTICLE VI            Classification and Duties**

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1. Staffing levels will be reviewed on an annual basis by the schools' Instructional Leadership Team and staffing will be decided on a school-wide basis with proper regard to the school's budget.
2. Classified employees shall be assigned to one of the classifications listed in Appendix B. The Board shall not change a position from classified to unclassified without the written agreement of the Association. The Board shall negotiate about the creation of new classifications or new unclassified positions before implementing such positions and before seeking Civil Service Commission approval for such positions.
3. The Board shall maintain a five-member Clerical Resource Team. Vacancies shall be posted as positions become vacant. Team members shall be paid at the lead secretary level. For purposes of layoff, Clerical Resource Team members will be considered as part of the Lead Secretary classification series.
4. In an effort to provide coverage for schools/offices experiencing the short term absence (six weeks or less) of clerical personnel, a rotation schedule will be devised through the joint efforts of the Manager of Civil Service Personnel, Clerical Specialist and the Clerical Resource Team.

Coverage for vacancies by a Clerical Resource Team member shall be limited to a maximum of three weeks. If the need for coverage still exists, a replacement Clerical Resource Team member will maintain that position for the remaining three week period. Upon the completion of a six-week total coverage period, it is understood that any additional clerical services are the responsibility of the principal or office manager and will not involve any member of the Clerical Resource Team.

The Clerical Specialist and Clerical Resource Team will meet monthly to discuss and review clerical coverage requests, concerns and rotations. A tentative rotation schedule will be formulated to help meet short term clerical needs of the District (six weeks or less), and will be submitted to the Manager of Civil Service Personnel for final approval and implementation.

Any Clerical Resource Team member not actively engaged in a rotation assignment will be scheduled, upon their request, for additional/refresher training, assist the Clerical Specialist in the training of new, promoted or transferred employees, or will offer assistance to those schools/offices experiencing temporary work over load.

5. All Elementary/K-8 schools with 300 students or more shall be staffed with no fewer than (2) ACPSOP represented office employees.
6. The ACPSOP President (or designee) shall be included in the district-wide budgeting process. The ACPSOP President (or designee) shall fill one of the CFT positions on the Budget Commission.
7. School office personnel shall be consulted when the ILT, or any other school-based committee, makes decisions regarding office equipment, supply budgets, or clerical staffing.
8. No position shall be downgraded to a lower paying classification without the completion of a job study.
9. Before any position is reduced from 52, 44, or 42 weeks to a shorter work year, the incumbent employee shall be offered another position within the same classification and within the same work year.
10. Standards for Job Studies

All employees have a right to request a job study of their position.

Before any job study is undertaken, the Board shall meet with the Association to review and discuss the criteria and the method to be used in the study. The Association may arrange with the Board to monitor the conduct of the study.

The findings and recommendations resulting from the study shall be supported by documentation. The documentation, evidence, and background data may be reviewed at Civil Service Personnel by the Association upon request.

11. The Board and the Association recognize the varied duties being performed by clerical personnel in the elementary/junior/middle schools. The School Treasurer and Records Clerk shall be identified and provided with clarification of their assigned duties and responsibilities. The School Treasurer and Records Clerk shall receive additional compensation of \$20.00 biweekly for each of the aforementioned duties.

12. The Board and the Association agree to the creation of the positions of Senior Support Specialist II and Human Resources Technician II. These positions shall be paid at the Lead Secretary level. Criteria for promotional opportunity and job specifications shall be jointly determined by the Board and the Association.

The Board and the Association agree to the creation of the position of Budget Analyst. This position shall be paid at the Senior Accountant level. Criteria for promotional opportunity and job specifications shall be jointly determined by the Board and the Association.

14. Student Discipline/Supervision

Clerical staff shall not be required to supervise students that enter the office disruptive or become disruptive in the office. A school administrator or designee shall remain available until all unsupervised students have left the building. The designee shall not be a clerical employee.

Except in unforeseen emergency circumstances, clerical staff will not be expected to remain after their workday to supervise students.

The Association may file a grievance directly to Level II if such unruly behavior continues.

## **ARTICLE VII Exams/Vacancies**

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1. The Association and all ACPSOP represented employees will be notified via email of all vacancies and promotional opportunities as they become available.
2. All employees shall be afforded an equal opportunity to apply for any examination which is given to fill the vacancy.
3. The Association shall be provided upon request, with a ranked listing of eligible employees or applicants including the test score of each employee following each examination.
4. When vacancies occur in unclassified positions above the lead secretary level, the Board shall send a vacancy announcement to all schools and offices for posting before being announced to the public. Any employee who applies within five (5) working days of the posting shall be considered along with others who have previously applied. Present Board employees shall be given first consideration.
5. An employee who is placed on probation as a result of promotion and who fails to qualify in his/her probationary period shall be reinstated to the same or similar position from which he/she was promoted.
6. New employees may be placed at an appropriate step beyond the first step of the classification when warranted by the employee's experience.

7. Temporary Promotion –

Whenever a position normally filled by promotion is expected to be temporarily vacant for a period of six (6) continuous weeks or longer, other than for annual leave, a department head may grant a temporary promotion to a current employee, utilizing either the temporary promotion procedure of the Civil Service Commission, or the modified procedure which uses the following order of selection:

- a. an employee in the work location who is on an appropriate promotional list;
- b. an employee in the work location who would be qualified if a promotional exam were scheduled immediately; if no one,
- c. an employee in another work location who is on an appropriate promotional eligible list; if no one,
- d. an employee in another work location who would be qualified if a promotional exam were scheduled immediately.

If a temporary vacancy is unexpectedly extended beyond six (6) weeks, the temporary incumbent may be granted a temporary promotion retroactive to the first day of such assignment, provided the above selection procedure has been followed.

8. Civil Service Exams

The typing requirement on entry level examinations shall be raised to 45 words per minute. No employee taking a promotional examination shall be required to pass a typing test.

The Board and the Association shall jointly develop other measurable skills which could be included in promotional examinations to replace the typing requirement.

**ARTICLE VIII      Transfer Procedures**

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1. A transfer shall mean the reassignment of an employee to another school, department branch, or work location within the same classification or job category.
2. Vacancies shall be filled by transfer before any employee is promoted or new employee is hired, unless no applicant for transfer has the training, experience, and individual qualifications for the position. Employees who have an active request for transfer on file must be considered for vacancies as they occur. The Civil Service Personnel Branch will notify the appropriate administrator with the vacancy of all personnel who have requested a transfer

to that vacant position. All clerical staff within the specific classification will be eligible to apply during the open enrollment period as defined in Section 3(a).

3. Human Resources shall notify all ACPSOP represented employees of vacancies as soon as they become available via email.
4. The administrator with the vacancy must interview at least the three most senior candidates from the transfer list and may interview all other applicants from the transfer list if they wish. However, if there are not at least three transfer applicants per job opening, the administrator may choose to go to the promotion list and interview as many of the top candidates as possible who are interested in the position in order to bring the number of interviewees to three. The transfer will be made if the employee and the administrator who has the vacancy approve. The transfer will be made within three (3) weeks after the candidate has been chosen unless there are extenuating circumstances which adversely affect the employee or the school system. Human Resources will determine the actual date of transfer.
5. The employee who did not receive a requested transfer, and is more senior than the employee selected, shall be notified in writing, within ten (10) working days, of the specific reason why another employee was selected. The Board and the Association will jointly create a form which will be sent out to the above mentioned employees which will indicate the reasons why that applicant was not selected.
6. The Association shall have the right to review transfer procedures and transfer decisions upon request.
7. The employee's supervisor/building administrator shall not be notified of the employee's transfer request unless that employee chooses to interview for the vacancy during their scheduled work time.
8. An employee may not voluntarily transfer to another position until that employee has been in the current position for at least six months, unless an emergency arises which necessitates an earlier transfer.
9. Any employee found to have been improperly denied a transfer opportunity shall be transferred to that position.
10. There will be an open enrollment period from January 1 to February 15 of each year for the submission of transfer requests. An employee may have a transfer request on file for no more than three (3) locations. Central Office/Iowa Street shall include the following locations: Budget Office, Facilities, Finance/Treasurer's Office, Early Childhood, General Counsel, Human Resources, I.T.S., Pupil Transportation, Department of Public Affairs, Accounts Payable, Curriculum and Instruction, Building Operations/Food Services, Facilities, Security Services, Student Services, Student Due Process, Student Information Systems. Each Central Office/Iowa Street location, if designated, shall count as one location toward the maximum of three (3) locations. An employee may amend his/her transfer adding and/or

deleting positions and/or locations within the above limitations. If a reorganization of the Board's Central Office changes these designations, the parties will meet to amend the designations above.

The amended transfer request will replace the request on file. An employee may file no more than seven (7) amendments in any calendar year. The original or amended transfer request is active until February 15th of the following year and then discarded.

Human Resources will amend the current Transfer Request Form to include a "Do Not Activate" option for employees not immediately interested in transferring. Employees may activate his/her transfer at any time by telephoning the Human Resource Department.

In order that all employees can be aware of vacancies, the Board shall FAX a copy of the most recent vacancy list to the Association president.

11. If more than one employee, including employees who have been displaced from their present positions, is being considered for a transfer, and training, experience and individual qualifications are substantially equal, seniority as defined in Article XIII shall control the choice.

## **ARTICLE IX            Evaluation**

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1. Employees shall be evaluated appraised in accordance with Board policies, applicable law, and Civil Service regulations.
2. The appropriate administrator shall be responsible for administering the evaluation process. Other employees may be involved in specific evaluation appraisal responsibilities.
3. Employees may be evaluated annually, except for employees during a probationary period or during a period of less than satisfactory performance. The initiation or completion of an evaluation is not a prerequisite to disciplinary action.
4. Employees shall be evaluated on the following scale: unsatisfactory, needs improvement, satisfactory, very good, and excellent until parties agree on a new evaluation process.
5. The Board will notify employees who are to be placed on evaluation at the beginning of the evaluation period. The Board or its designee shall conduct an orientation annually for all employees undergoing evaluation that school year, at which time copies of the Evaluation Manual will be provided.

During the evaluation process, the evaluator shall, when necessary, meet informally with the employee to discuss specific performance deficiencies, if any, and/or provide suggestions for improvement. Such a conference will be held at least 30 days before an employee receives an overall rating less than satisfactory at which the employee shall be informed of specific performance

deficiencies, and may result in a one time 30 day extension of the evaluation period.

6. The employee undergoing evaluation shall receive a copy of the completed evaluation form. The evaluator will explain in writing any less than satisfactory performance ratings. The signature of the employee shall not indicate agreement with the appraisal.
7. The Appraisal Procedure Manual for Civil Service Employees will be sent to each administrator and one (1) to each office/branch/school to be made available for employee reference.
8. Employees shall receive salary increments listed in Appendix A upon completion of each year of service specified, provided the employee has received a satisfactory evaluation. An employee who has been denied a salary increment because of an unsatisfactory evaluation shall be re-evaluated within 90 days.

If an annual evaluation of satisfactory performance or better is not completed in time to provide the incremental increase, if any, on the employee's anniversary date of employment or promotion because of administrative delay, the incremental increase shall be effective as of the anniversary date. This provision does not apply to re-evaluations of less than satisfactory employees or to evaluations delayed for other reasons.

## **ARTICLE X                      Discipline and Dismissal**

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1. Suspension and termination shall be treated in accordance with applicable law and civil service regulations.
2. All present classifications shall have a probationary period not to exceed six (6) months except Accountant I, Accountant II, Accountant III, Buyer I, Buyer II, Buyer III, Communications Specialist I, and Communications Specialist II, for which the probationary period shall be one (1) year.
3. Before an employee is: 1) terminated, 2) suspended, 3) has a written reprimand placed in his/her official personnel file or personnel file maintained at the building level, or 4) receives other disciplinary action other than an oral reprimand, the employee shall, upon request, have a conference during which the circumstances shall be explored. The employee shall be entitled to be accompanied by an Association representative. If the conference results in discipline, the reasons for the discipline shall be reduced to writing and given to the employee following the conference. The employee shall be given at least two days notice of the conference. The conference shall precede the discipline, unless the seriousness of the circumstances requires that the discipline be administered prior to the conference.
4. An unclassified employee who is suspended for more than three (3) days or dismissed, and who has completed five (5) years of service, may appeal such a suspension or dismissal through the grievance procedure. An unclassified

employee, with less than five (5) years of service but who has completed the probationary period with a satisfactory or better evaluation, may appeal such a suspension or dismissal to the Superintendent's Designee for Employee Relations.

## **ARTICLE XI                      Layoff/Displacement - Classified Employees**

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1.        When it becomes necessary, through lack of work or funds, to reduce the number of classified employees in a given classification, emergency, provisional, temporary, and probationary permanent employees (except for a permanent employee on probation due to a promotion) shall be laid off first in that order.
2.        Permanent classified employees in a given classification shall be laid off pursuant to Ohio Civil Service law.
3.        If a reduction-in-force is necessary, layoff and displacement would be governed by Ohio Civil Service law and Rule 12 Civil Service law. Copies of Ohio Civil Service law are available from Human Resources and ACPSOP.
4.        The names of permanent employees who have been laid off shall be put on an appropriate recall list according to their seniority retention points (RP). A seniority list shall be provided to the Association. For a period not to exceed one year, according to their seniority RP standing on such list, they shall have the prior right to recall to any vacancy in their classification.
5.        Any employee who is displaced under this provision shall have the right to return for a period of one (1) year to his/her previous classification or other classification at the same salary for which that employee is qualified before any other employee is promoted to such classification.
6.        No position shall be filled by a clerical substitute provisional, temporary or emergency employee if a permanent employee with the same classification has no placement, except during the period of time necessary to accomplish placement of the permanent employee in the position.
7.        If a classification is changed or eliminated due to the introduction of new equipment or the reorganization of departments, the Association and the affected employee shall be notified no later than 60 calendar days prior to displacement in order that the Association may be consulted in relocation matters and that the employee may be retrained or counseled for other classifications, where that employee's skills may be utilized with as little reduction in compensation as possible.
8.        If at any time the Board proposes to contract out services provided by bargaining unit members, the Board shall meet with ACPSOP at least 90 days before contracting out such services. At the meeting the Board shall provide ACPSOP representatives with any data or studies, and provide the Association the opportunity to discuss legal and contractual implications of the proposal, projected short and long-term savings or other advantages of the

proposal, and internal options, including more efficient ways of providing the service with Board employees. ACPSOP shall have the opportunity to submit alternative proposals and discuss them with the Board within the 90-day period, before any action by the Board.

## **ARTICLE XII           Hours of Work and Overtime**

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1. For full time employees, seven-and-one-half (7-1/2) hours per day, exclusive of a lunch period, and thirty-seven-and-one-half (37-1/2) hours per week, shall constitute a normal work week, excluding Buyers and Inventory Coordinators whose normal work week shall be forty (40) hours. The work week begins with shifts starting after 11:59 P.M. Saturday.
2. An employee assigned to work in excess of eight (8) hours in one day or 40 hours in one week shall either be paid time-and-one-half their regular rate or receive compensatory time off on the basis of one-and-a-half hours off for each hour of assigned overtime. Effective April 1, 1997 compensatory time may accumulate to the maximum of thirty (30) hours. For overtime worked on or after April 1, 1997 the employee shall receive overtime pay for the excess hours over thirty (30) hours no later than the next pay period. A record of accumulated compensatory time and its use will be maintained and will be shared with the employee upon request. Time to use compensatory time must be granted to the employee within sixty (60) days of the date earned. Only the principal/administrator or their designee has the authority to assign overtime.
3. The Board will budget \$125,000 annually for clerical overtime in schools and central offices, with the exclusion of the Treasurer's Office, or as otherwise agreed by the parties. The Superintendent shall maintain a procedure by which all school and district offices shall record overtime hours worked and compensatory time accumulated by office personnel for each pay period.
4. Office employees who are employed for summer school or summer school enrollment center(s) shall be paid at their regular (school year) rate of pay.
5. An employee who has earned compensatory time shall notify the principal/administrator of their intention to take time off within 30 days of earning such time. The principal/administrator shall immediately consult with the employee and schedule the time off. If no request by the employee is made, the principal/administrator shall schedule time off for the employee within the following 30 days. At any time within the 60 day period, the employee and the principal/administrator may agree to the scheduling of earned time off. A minimum of two hours of overtime or compensatory time will be paid for unscheduled return to the work site for employees. /1
6. When overtime is required, it is to be first offered to those who wish to volunteer. If too many employees volunteer, overtime will be allocated to those employees who have worked the least amount of overtime during the current school year. If insufficient volunteers are available, employees will be required to work in reverse order, starting with the employee who worked the

least amount of overtime. This procedure may be limited to staff in similar classifications in a school or branch.

7. Lunch Period - Employees at the Board's administrative and business offices shall have forty-five (45) minutes unpaid lunch period per day when the building cafeteria is in operation and shall be allowed one hour when the building cafeteria is not in operation of which only 45 minutes shall be unpaid. School building employees shall have a 30 minute unpaid lunch period on student session days and shall be allowed 60 minutes on non-student session days of which only 30 minutes shall be unpaid. Employees may leave the building during lunch.
8. Rest Periods - Each employee shall have a 15 minute paid rest period in the morning and in the afternoon. Employees may leave the building during rest periods after notifying the administrator or employee in charge.
9. The annual term of service for Senior Support Specialists in elementary schools will be the same as that of their respective principal.
10. School Closing for Weather Emergencies

When schools are closed for weather emergencies, office personnel will report only if called in by the immediate supervisors to perform work which is urgent. Office personnel who report on such days will receive a stipend of \$35.00 per day in addition to their regular salary.

Footnote:

/1 An employee who accumulated more than thirty (30) hours of compensatory time off prior to April 1, 1997 shall use the compensatory time as provided above and may not accumulate additional compensatory time until his/her accumulated compensatory time falls below thirty (30) hours. Until accumulated compensation time falls below thirty (30) hours, such employees shall be paid for one and one-half hours for each hour of overtime worked after the effective date of the contract.

**ARTICLE XIII      Seniority and Service**

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1. For unclassified employees for all purposes, and for classified employees for all purposes except displacement and layoff, seniority (Service) shall be defined in priority as follows:
  - a. Total number of continuous years of service with the Board, including any period of approved leave, but excluding substitute and temporary service;
  - b. Total number of years in the job classification;
  - c. Total number of years in a job site;

- d. Total number of years of job experience with the Board and related job experience outside the Board.

If an employee who has resigned from the Board is re-employed by the Board within one year of resignation, the employee's service shall be considered continuous from original date of employment.

2. For classified employees for the purpose of displacement and layoff only, seniority shall be defined by "retention points" (shown as "Seniority RP") pursuant to City of Cincinnati Civil Service Rule 12).

3. Summer School

Staffing for summer school and the enrollment centers shall be limited to employees in the bargaining unit unless no qualified employee in the bargaining unit applies.

#### **ARTICLE XIV      Sick Leave**

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1. All employees earn sick leave credit at the rate of 4.6 hours per 80 hours of completed service. An unlimited number of days may be accumulated.
2. Sick leave allowance is credited by pay period in proportion to the time paid during the pay period. The statement of earnings accompanying each regular pay check shows the amount of sick leave accumulated at the beginning of that payroll period. The amount of sick leave available for any pay period shall not exceed the amount accrued at the beginning of such period.
3. A physician's statement, because of illness or injury to the employee or to a member of the employee's immediate family in order to use sick leave, shall be required for an absence of more than five (5) days.
4. When there is evidence that an employee is abusing sick leave, such as, by way of example only, a pattern of repeated absence on the same day of the week or excessive absenteeism, the administration shall give a written warning which shall include a statement of the reason(s) to the employee and may, when the problem is not corrected, suspend or discharge the employee according to the Ohio Revised Code.
5. Where the administration has reason to believe that the health of an employee may justify the employee's remaining on leave rather than returning to work, or be placed on leave rather than remaining at work, the administration may require a physician's statement as to that employee's medical condition.
- 6.. Subject to the provisions of Section 124.39 of the Ohio Revised Code, an employee retiring shall be eligible to be paid for half (1/2) of his/her accrued but unused sick leave at the daily rate of pay utilized in calculating his/her final pay. Said payment shall eliminate all sick leave accrued by the employee hired prior to April 1, 2004.

An employee retiring who was hired after April 1, 2004 shall be eligible for one fourth (1/4) of his/her accrued but unused sick leave up to 200 days at the daily rate of pay utilized in calculating his/her final pay. Said payment shall eliminate all sick leave accrued by the employee.

7. Any employee whose sick leave is exhausted shall receive an advance of five (5) days in the pay periods in which loss of pay would otherwise occur. Said advance shall be charged against the sick leave he/she subsequently accumulates. No more than one (1) such advance shall be granted in any year from July 1 through June 30. Any balance of advanced sick leave remaining to an employee's credit at separation shall be deducted from the employee's final paycheck.

In addition to the automatic advance of five (5) days referred to above, ACP SOP members are eligible for an advance up to an additional fifteen (15) days of sick leave in the pay period(s) in which loss of pay would otherwise occur subject to the following conditions:

8. SERS Disability Applicants

If an employee seeking a sick leave advance is also an applicant for SERS disability retirement benefits, the Board may require the employee to sign an agreement that s/he will repay the sick leave advance within six (6) years if s/he is not reinstated as a Board employee.

9. Paying Back Sick Leave

Said additional advance shall be charged against sick leave the employee subsequently accumulates. However, a maximum of ten (10) of the fifteen (15) sick days an employee accrues annually shall be applied to the repayment of the sick leave advance:

- a. Yearly Limits

No more than one (1) such advance shall be granted in any year from July 1 through June 30.

- b. Repayment before Employee Accrual

No more than one (1) such advance shall be granted unless the employee has accrued sufficient sick leave to repay any additional sick leave advanced.

9. Balance at Separation

Any balance of advanced sick leave remaining to an employee's credit at separation shall be deducted from the employee's final paycheck. If an employee dies prior to returning from sick leave and repaying the advance, the Board may seek to recover the amount owed from the estate or the Board may deduct the amount owed from any salary or benefits payable to the employee.

10. Approval of Advance

Such additional advance shall be made upon the written application of the employee accompanied by a physician's statement showing the necessity of such additional advance and the written approval of the Superintendent. Approval shall not be unreasonably withheld.

11. Employees may use sick leave for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death of the employee's immediate family. (Immediate family includes: parent, stepparent, child, spouse, sister, brother, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, nephew and niece.)

12. Sick leave conversion shall be paid to survivors upon the death of an employee who had 10 years service with the Board on the basis of one (1) day's pay for each two (2) days accumulated, unused sick leave.

13. An employee may use up to 30 days sick leave for absence due to the routine care of a newborn or newly adopted child.

**ARTICLE XV      Personal Leave**

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1. Full time regular employees shall be eligible for personal leave up to three (3) days each year according to the provisions set forth on the appropriate form. Approval shall not be unreasonably withheld.

2. Any unused personal leave days shall be converted to sick leave on September 1 of each year. For any employee who leaves the Board's employment, any unused personal leave days shall be converted to sick leave upon separation.

**ARTICLE XVI      Holidays**

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1. Fifty-two (52) week regular employees who are entitled to pay on the working day before and the working day after a holiday shall be paid the number of assigned hours at his/her regular hourly rate for the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's, Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. When a holiday falls on a Saturday, it shall be observed on the Friday preceding the holiday and when the holiday falls on a Sunday, it shall be observed on the Monday following the holiday.

All regular employees who work a 52 week assignment and who are entitled to pay on the working day before and the working day after a holiday shall be paid the number of assigned hours at his or her regular hourly rate for Christmas Eve when that holiday falls on a Monday, Tuesday, Wednesday or Thursday. Such employees shall be paid half the number of assigned hours at his or her regular hourly rate for Christmas Eve when Christmas Eve falls on a

Friday (the holiday being observed on the preceding Thursday,) when Christmas Eve falls on a Saturday (the holiday being observed on the preceding Friday), and when Christmas Eve falls on a Sunday (the holiday being observed on the preceding Friday).

2. Regular employees who work less than fifty-two (52) weeks and who are entitled to pay on the working day before and the working day after a holiday shall be paid the number of assigned hours at his/her regular hourly rate for the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. When a holiday falls on a Saturday, it shall be observed on the Friday preceding the holiday, and when a holiday falls on a Sunday, it shall be observed on the Monday following the holiday. In addition, such employees who are scheduled to work during the recess periods and who are entitled to pay on the working day before and the working day after shall be eligible for the following holidays: Independence Day; Friday after Thanksgiving (whole day); and Christmas Eve when that holiday falls on a Monday, Tuesday, Wednesday or Thursday. Such employees shall be paid half the number of assigned hours at his or her regular hourly rate for Christmas Eve when Christmas Eve falls on a Friday (the holiday being observed on the preceding Thursday,) when Christmas Eve falls on a Saturday (the holiday being observed on the preceding Friday), and when Christmas Eve falls on a Sunday (the holiday being observed on the preceding Friday).
3. Full-time ACPSOP represented employees working 200 days or more are entitled to pay for the day after Thanksgiving.
4. Such holiday shall not be charged to sick leave if the employee is otherwise eligible for holiday pay.

**ARTICLE XVII      Vacation**

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1. Pursuant to Section 3319.084 of the Ohio Revised Code, each full-time employee, after service of one year, shall be entitled, during each year thereafter of continuing employment to vacation leave of ten (10) days, excluding legal holidays, and such additional days for employment beyond ten (10) years as is hereafter provided. Such vacation leave shall be accumulated by pay periods beginning with the first full period in the month of September and extending through the last full pay period in June.
2. Full time regular employees eligible for vacation leave shall be entitled to an additional vacation allowance effective on the anniversary date of their date of employment with the Board as follows:

10 – 14 years	5 days
6 -9 years	3 days
15 or more years	10 days

3. Eligibility for additional vacation allowance shall be based upon the total number of years of service, not necessarily consecutive, with the Board. Any period of absence due to a layoff or leave of absence, except absence for military service or because of injury in line of duty, shall not be included in such total.
4. Vacation time shall be credited to pay periods in proportion to the time paid during the pay period. The amount of vacation leave available for any pay period shall not exceed the balance available at the beginning of the said period.
5. Upon separation from employment, an employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued to his/her credit for the two years immediately preceding his separation and the prorated portion of his/her earned but unused vacation leave for the current year. In case of the death of an employee, such accrued and unused vacation leave and prorated portion for the current year shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to his/her estate.
6. An employee shall be entitled to take annual vacation so that no employee shall lose any accrued but unused vacation leave. New employees after service of six (6) months and successful completion of their probationary period shall be permitted to use earned vacation leave. Employees in positions with a one (1) year probationary period may use up to five (5) days of earned vacation leave after six (6) months service.
7. Scheduling of vacations is subject to approval of the employee's supervisor. Approval shall not be unreasonably withheld.

#### **ARTICLE XVIII      Appearance in Court**

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1. Employees summoned for jury duty shall incur no loss in pay, benefits or accrued leave. In case of absence in response to a subpoena in (1) a court proceeding, or (2) an administrative hearing, in which neither the employee nor a labor organization recognized by the Board is a party, the Board shall deduct from the employee's salary only the amount of any witness fee or other compensation in excess of \$35 per day.
2. In the case of absence from duty for a court proceeding, or an administrative hearing in which the employee or the Association is a party, no salary shall be paid to the employee for the period of absence, except as allowed under appropriate sections of Board policies, unless in the judgment of the Superintendent the employee should receive pay because the court proceeding or administrative hearing arises from a justifiable line of duty action on the part of the employee.

3. If an employee is summoned for jury duty and is excused by the court without compensation, the employee shall report to work immediately and shall suffer no loss of pay.

## **ARTICLE XIX      Student Assault**

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1. A student assaulting an employee who is performing a duty in the line of employment, including volunteer time during authorized student activities, shall be immediately suspended and a recommendation for expulsion be made to the Superintendent as provided for in Board policy 5113.2 by the building/unit administrator. The employee and the Association shall be notified of the date, time, and place of the student's expulsion hearing and shall have the right to be present at the hearing.
2. An employee suffering such assault shall submit written facts of the incident to the building/unit administrator and the Association.
3. The building/unit administrator shall submit a written report of the assault to the Superintendent. The employee shall be given a copy of the report upon request. An employee may use such force as is reasonable and necessary to protect him/her from attack, to protect school property from damage and/or destruction, or to prevent injury to another person.
4. An employee may use such force as is reasonable and necessary to protect him/her from attack, to protect school property from damage and/or destruction, or to prevent injury to another person.
5. The Board shall immediately notify an employee suffering such assault of his/her right to file charges and inform him/her of the procedure to be followed. The Board shall provide the employee with released time without loss of pay or accrued leave for any court appearance or administrative hearing resulting from an assault by a student.
6. The Board shall provide employees reimbursement in an amount not to exceed \$500 due to damage to an employee's personal property resulting from an assault which occurred in the course of employment, including volunteer time during authorized student activities. An employee suffering damage to personal property as a result of such assault may request reimbursement by furnishing a signed statement on a form prescribed by the Superintendent setting forth the circumstances of the assault, the extent of the damage and the reimbursement requested. Payment shall be made upon approval of the request by the Superintendent. Approval by the Superintendent shall not be unreasonably withheld.

This section shall provide reimbursement to employees only in the event that the employee does not have insurance coverage protecting against such damage. If an employee's insurance protection covers a portion of such damage, the Board shall reimburse the uncovered portion to a maximum of \$500.

## **ARTICLE XX      Assault Leave**

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1.      Effective March 11, 1985, pursuant to Section 3319.143 of the Ohio Revised Code, the Board shall provide employees with assault leave by which an employee, who is absent due to physical disability resulting from an assault which occurs in the course of employment, shall be maintained on full pay status during the period of such absence. An employee suffering such an assault may request assault leave by furnishing a signed statement on a form prescribed by the Board. Assault leave shall be granted upon approval of the request by the Superintendent, which approval shall not be unreasonably withheld. The Superintendent may, from time-to-time, review the status of an employee on assault leave so as to determine whether such leave shall continue. An employee returning from assault leave shall be treated in the same manner as an employee returning from sick leave.

An employee who has been on assault leave more than 45 days shall apply for disability retirement benefits from the School Employees Retirement System. Failure to apply will terminate assault leave.

2.      If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is grounds for suspension, termination of employment, or both.
3.      Assault leave granted under this section shall not be charged against sick leave earned or earnable under the Ohio Revised Code. All earnings paid under this section are in lieu of worker's compensation benefits.

## **ARTICLE XXI      Unpaid Leaves of Absence**

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### Personal Illness

1.      Upon proper application to the Civil Service personnel office and upon verification of the need for such leave, an employee who has exhausted sick leave shall be granted a leave of absence without pay for personal illness or illness in the employee's immediate family. The applicant shall attach a doctor's statement verifying the illness. Such leave shall be for a definite period up to one (1) year. Such leave may be renewed for a definitive period up to an additional year upon presentation by the employee of an additional doctor's statement verifying the illness and the need for additional leave. This contractual leave shall run concurrently with any leave being currently used in conjunction with the Family Medical Act leave.
2.      Maternity/Parental/Adoptive Leave
  - a.      An employee anticipating the birth or adoption of a child to the family may request a maternity/parental or adoptive leave of absence.

- b. An employee desiring such leave shall send, as soon as possible, to the Civil Service personnel office a request for such leave which shall indicate the date desired to begin such leave. The request shall be accompanied by a statement from the physician indicating the anticipated birth of the child. In the case of a request for adoptive leave, a statement from the adoption agency may be substituted for the physician's statement.
- c. The date of return from such leave shall be determined by the employee after consultation with her physician, where applicable.
- d. The Civil Service personnel office may require a statement from the employee's physician stating that the employee's health will not be jeopardized by her remaining at work prior to leave or her returning to work following leave.
- e. A maternity/parental/adoptive leave shall be for a definite period up to one (1) year. Such leave shall be renewed for a definite period up to one (1) year for medical reasons substantiated by a physician's statement.

3. Public Service Leave

An employee has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Upon application, leave of absence without pay in order to run for or serve in public office shall be granted.

4. Study Leave

Upon proper application to the Civil Service personnel office, an employee with three years of satisfactory service may be granted a leave of absence without pay to enroll in a full-time course of study when such study is related to the position held or is in the interest of the Cincinnati Public Schools or of the community. An employee may be granted additional leaves of absence, without pay, of like duration for such purposes upon completion of additional periods of service of three (3) or more years.

5. Return from Leave

Upon return from any unpaid leave of absence, the employee shall be restored to the same classification or another classification at equivalent pay level for which the employee is qualified and shall suffer no loss of seniority, or leave accrued before the unpaid leave of absence.

**ARTICLE XXII      Substitutes**

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- 1. The Board shall assign a substitute for any elementary secretary who is absent during the school year for more than five (5) consecutive working days.
- 2. No vacancy in a permanent position shall be filled by a temporary, emergency, substitute, or provisional employee for more than sixty (60) working days, unless

no employee or applicant has established eligibility by passing the required examination.

## **ARTICLE XXIII      Wages**

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### 1.      Salary Schedules

- a.      All salary schedules shall be increased by 1% effective the first pay period in January, 2007. The retroactive portion of this increase shall be paid on a date to be determined to all office personnel who worked during the period covered by the increase, on a pro rata basis.
- b.      All salary schedules shall be increased by 2% the first pay period in January 2008.
- c.      Wage/economic re-opener in January, 2009.

### 2.      Position reclassifications, longevity adjustments, and step increases, shall be equal to the cumulative cost of 3% across the board raises for each calendar year of the contract.

### 3.      Longevity Increments

Effective July 1, 2004, all employees shall be entitled to receive longevity benefits as follows:

- a.      After ten (10) years service with the Board, \$20.00 biweekly in addition to the regular rate of pay.
- b.      After fifteen (15) years service with the Board, \$30.00 biweekly in addition to the regular rate of pay.
- c.      After twenty (20) years service with the Board, \$50.00 biweekly in addition to their regular rate of pay.
- d.      After twenty (25) years service with the Board, \$55.00 biweekly in addition to their regular rate of pay.

This increment shall be granted once a year to employees with 10, 15 or 20, or 25 years of service on the anniversary date of employment.

### 4.      Pay Adjustments

- a.      Effective July 1, 2004 Senior Support Specialists, Student Data Coordinators, Human Resource Technicians and Intermediate Accounting Technicians shall receive a \$0.25 per hour increase in pay to their hourly base salary.

- b. Effective July 1, 2004 employees serving as elementary school secretaries shall receive an increase of \$5.00 biweekly increment in lieu of vacation for regularly appointed hours. The salary adjustments are as follows:

After 10 years of service - \$25.00 added to the base bi-weekly salary

After 15 years of service - \$45.00 added to the base bi-weekly salary

5. Pay Plans

Employees shall be paid every other Friday. Each check shall be for a ten (10) working day pay period although the employee may not have worked, and therefore would not be paid, for each of the ten (10) working days. When a holiday or recess day falls on a Friday which is a scheduled payday, paychecks shall be delivered on the preceding work day. The Board reserves the right to amend the school calendar and to alter the pay schedule under emergency conditions at its discretion. The Board will notify the Association before altering the pay schedule. Deductions from paychecks shall be made, whenever possible, in uniform amounts.

No employee shall suffer any unnecessary delay in the receipt of payment for services rendered as a result of an error in the processing of an appointment or in the payroll reporting process.

If an error occurs, the affected employee, upon discovering the error, shall notify his/her supervisor. The supervisor shall notify the Payroll Department. The Payroll Department shall take immediate measures to correct the error and issue a new/corrected check promptly.

6. Career Office Personnel Stipend

The career office personnel stipend of one (1) additional step will be received by all personnel in senior level or higher positions who: 1) receive a Very Good or Excellent appraisal and 2) have reached the top salary schedule step. To retain this additional salary step, a Very Good or Excellent appraisal must be maintained.

7. A stipend of one (1) additional step will be received by all Support Specialist level personnel who: (1) receive a Very Good or Excellent evaluation, and (2) have reached the top salary schedule step. To retain this additional salary step, a Very Good or Excellent evaluation must be maintained.

8. When an employee has been assigned to fill all of the duties of an absent employee of a higher classification for more than five (5) consecutive work days, that employee will be paid an additional \$20.00 biweekly which would be retroactively applied to the first day assigned.

## **ARTICLE XXIV     Fringe Benefits**

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1. The Board shall provide term life insurance coverage in the amount of \$36,000 for each full-time employee. The Board shall provide term life insurance to employees on leave of absence for maternity or due to personal illness. Employees on other unpaid leaves of absence shall have the option to continue term life insurance coverage under the Board group plan by reimbursing the Board in full for the annual premium.

2. Mileage Reimbursement

Necessary and approved transportation required in the performance of the duties of any employee shall be at the expense of the Board. Any employee who used his/her automobile for such transportation shall be entitled to reimbursement at the rate permitted by IRS as a deductible employee business expense. No reimbursement shall be made for travel to and from home and office or home and school.

3. Tax Sheltered Annuity

Embodying the benefits of Section 403 (b) of the U.S. Internal Revenue Code, the Board may, upon authorization of the employee, make annual salary reductions to be applied to the purchase of an annuity contract.

Section 457(b) Deferred Compensation Plan – Embodying the benefits of Section 457(b) of the U.S. Internal Revenue Code, the Board may, upon authorization of the employee, make annual salary reductions to be contributed to a trust, custodial account, or annuity contract.

4. Employees are eligible for benefits in the Workers' Compensation Fund as defined in the Ohio Revised Code.

5. School Employees Retirement System (SERS) in the amount of contribution shall be established by the Retirement Board. The Board shall establish a plan whereby office employees shall have the option to purchase SERS service credit through payroll deductions, if permitted by SERS and no additional cost to the district.

Conditions: Deductions are made pre-tax which means this portion would be taxable upon receipt at retirement. Once a person elects this option, she/he cannot leave the program unless she/he dies or leaves the employment of the District. This option shall be available by the beginning of the 2000-2001 school year.

6. Medical and Prescription Plans

Employees electing medical coverage shall choose a Health Maintenance Organization (HMO) or a Point of Service (POS) medical plan. Coverage shall be equivalent to or better than Humana of Ohio's New Health HMO and Co-

Choice POS plans, respectively, as described in the attached plan designs, including prescription drug coverage. (Appendix E).

7. Board Contributions

Upon application by the employee, the Board will purchase or provide single, two person or family coverage for any employee appointed for six tenths (.6) time or more, less the dollar amount shown on the monthly employee contribution schedule (Appendix F), which shall be periodically deducted from the employee's paycheck.

For employees appointed for less than six-tenths (.6) time, the Board shall pay one-half (1/2) the cost of single, two person or family coverage.

The Board shall pay the full cost for one year of either a single or family health contract, less the employee contribution, for any employee placed on unpaid leave of absence due to personal illness or maternity. Employees on such leave of absence for personal illness or maternity for an additional year(s), and employees on other unpaid leaves of absence, shall have the option to continue coverage under the Board group plan by paying the full monthly premium.

8. Right to Opt-Out

An employee may decline medical coverage through the Board's Plan. The Board may request proof of alternative coverage. The Board shall pay an employee declining coverage under the Board's Plan \$50/month if eligible for two-person coverage and \$100/month if eligible for family coverage.

9. Dental Plans

Employees shall also be eligible for dental coverage on the same basis as described above. Coverage shall be equivalent to or better than Dental Care Plus DMO, as described in the attached plan design.

10. Vision Care

A vision care plan will be introduced on January 1, 2004. A plan design shall be attached to the Agreement at that time.

11. Employee Contributions

The monthly employee contribution for coverage under Board group medical and dental plans shall be as set forth on the attached schedule. The Board shall establish a \$125 Plan that will treat employee contributions as pre-tax payments. Spouses of employees who (1) who are employed and (2) are eligible for any other employer sponsored health coverage costing \$150.00 or less per month (least expensive option from that employer) must enroll in that plan and will no longer be allowed to have their exclusive coverage under the Boards medical and dental group plan. In such cases, however, employees

may continue to cover their spouses under the Boards Family or Employee + 1 plans, subject to coordination of benefits. CPS will conduct a dependent eligibility audit with an amnesty period prior to January 1, 2008. The monthly contributions shall include a spousal premium as set forth on the schedule for any employee with a spouse who is eligible to receive health benefits covering the spouse, employee and their dependents who does not enroll in the spouse's employer's medical plan.

12. Right of Board to Change Carriers

- a. The Board may change the health (medical and/or dental) insurance carrier(s), or provide coverage through self-insurance, provided that:
- b. The resultant coverage(s) is at least equivalent to the coverage(s) as of January 1, 2007;
- c. The Board has given the Association 60 days' notice of the proposed change and an opportunity to be consulted about the proposed change;
- d. The Board has selected the new carrier(s) through solicitation of proposals, unless the change is to self insurance; and
- e. The joint Employees Benefits Committee has been given the opportunity to evaluate and make recommendations about the change.

13. COBRA Coverage

In accordance with the provisions of the various sections of 3923 O.R.C., as amended, and Public Law 99-272, Title X (COBRA), as amended, the Board shall offer current and former employees continuation of Health, Dental, and Prescription coverage in the event of change(s) in marital status, birth or adoption of a child, loss of dependent status, death of the primary insured, or loss/reduction of job/hours.

14. .Medical Reimbursement Bank

The Board has established a plan under which a bookkeeping account (called herein a "reimbursement bank") has been established for each regular full-time employee and regular employee working one-half time or more. As of January 1, 2007 the Board, subject to Appendix D (available separately), will credit \$350 annually to the reimbursement bank of each such employee who is both employed by the Board on such date and is only eligible for single coverage under the Board's regular medical expense plan and \$425 annually to the reimbursement bank of each employee who both is employed by the Board on such date and is eligible for family coverage under the Board's regular medical expense plan. Effective January 1, 2008 and January 1, 2009, the Benefit Bank contribution will remain the same; however, reimbursement monies are available only if a person has completed a confidential health assessment.

All amounts credited to an employee's reimbursement bank may only be used for reimbursement of the employee's medical, dental, vision, and hearing care expenses, including meeting deductibles or co-pay amounts under the Board's other medical plans. However, employees may not be reimbursed from the medical reimbursement bank for the monthly employee contribution to medical, prescription and dental coverage which is periodically deducted from their paychecks. Operation of such reimbursement banks will be accordance with and subject to Appendix D. Until actually paid, all reimbursement amounts will constitute general assets of the Board and will not be held in trust or in any way segregated from the general assets of the Board.

15. The Board shall pay the full cost for one year of either a single or family health contract, less the employee contribution, for any employee placed on unpaid leave of absence due to personal illness or maternity. Employees on such leave of absence for personal illness or maternity for an additional year(s), and employees on other unpaid leaves of absence, shall have the option to continue coverage under the Board group plan by paying the full monthly premium.
16. Employees shall have the option once a year to change health plans effective January of the following year.
17. The Board shall designate each employees' mandatory contribution to the SERS of Ohio as picked up by the Board as contemplated by IRS Revenue Rulings 77-462 and 81-36 (although they shall continue to be designated as employee contribution as permitted by OAG Opinion 82-097) in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income taxes shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory SERS contribution which has been designated as picked up by the Board. The amount designated as picked up by the Board shall be included in computing the final average salary for retirement purposes, provided that no employee's total gross income is increased by such pick up nor is the Board's total contribution to the SERS of Ohio increased thereby. The amount designated as picked up by the Board shall be included in computing the employee's daily rate for the purpose of sick leave conversion upon retirement.
18. Employee Benefits Committee

a.. Composition:

The Board and the Association agree to continue the Employee Benefits Committee with representation from all unions, representing Board of Education employees. The Committee shall include a minimum of two members from each bargaining unit with proportional representation among the bargaining units. The Committee shall not be less than 15 or more than 19 in number. The Board shall also be represented on the Committee. Representatives on the Committee may call for small caucuses of their choosing at any time during the meeting.

b. The role of the Employee Benefits Committee is to:

recommend needed benefit changes;

research, analyze, and recommend benefit providers and changes;

communicate to and educate employees about utilization of benefits to promote cost containment and effective implementation of benefits; and

provide on-going monitoring of providers' performance and employee concerns.

- c. The Employee Benefits Committee shall meet at least once monthly to review health care utilization and plan for future design of the plan. No later than twelve months prior to the expiration of the Board's contract with the health care provider or administrator, the Committee shall meet and reveal the plan's utilization and cost. No less than six months prior to the expiration of the health care contract, said committee shall make recommendations to the bargaining units and the Board. Request for a proposal shall be accepted no later than five months prior to the contract expiration with the Committee making a recommendation to the parties as to the carrier, cost and design. Agreement on the carrier, plan design and cost shall be reached no later than three months prior to expiration of the health care contract. Employees on the Committee shall not suffer any loss of pay for reasonable hours of committee duty which conflict with the employee's scheduled duty hours.

19. Adjustments to Benefit Bank

In April of each year a review shall be conducted to determine the Board's total health care expenses for the previous year. If the Board's costs were less than \$35,096,000, the difference between actual cost and \$35,096,000 shall be applied to increase the Benefit Bank. Increased amounts to the reimbursement bank shall be implemented effective September 30 of that year. Any such adjustments shall be recommended by the Benefits Committee and approved by the Superintendent and the Unions' Leadership.

20. Additional Voluntary Insurance Programs

No later than April 1, 2004, the Board will arrange to offer as voluntary programs group plans for home, auto, long-term care and prepaid legal services payable 100% by employees.

21. Employee Assistance Program

The Board will continue to offer/provide an employee assistance program. The Employee Benefits Committee shall adopt guidelines concerning the operation of the program services currently provided by CONCERN.

21. Effective upon the conversion of payroll to the ADP system, the Board will offer employees the option of direct deposit of paychecks with additional financial institutions, in addition to the Greater Cincinnati School Employees Credit Union.
22. Upon application by the employee, the Board will reimburse up to \$2,000 of required expenses incurred by the employee in the placement and adoption of a dependent minor child. Such expenses may include:
  - a. recognized adoption agency fees
  - b. placement fees
  - c. maternity fees for the natural mother
  - d. temporary foster care fees
  - e. legal and court fees

23. Payments will be made as follows:

- a. Within 30 days after the child is placed in the adoptive family's home, (the date the child becomes a member of the household, not the date of final adoption which usually comes later) and evidence of eligible expenses paid has been submitted to the Board.
- b. In cases of multiple adoptions, the adoption of each child would be considered separate. A maximum of \$3,000 will be payable to any one family within a twelve month period.

24. Damage to Personal Property

The Board shall provide reimbursement for damage to an employee's personal property, excluding cash, resulting from an assault which occurred in the course of employment or from vandalism or theft on the school site or at another location while on school business. The Board shall establish an annual fund of \$1,000 to pay claims under this provision to provide reimbursement to employees only to the extent that the employee does not have insurance coverage protecting against such damage. When the fund is exhausted, the Board shall have no further obligation to pay such claims. The Board and ACPSOP will agree on guidelines concerning the payment of expenses from this fund. The plan shall have a \$100 deductible after private insurance coverage has been exhausted. The employee pays the first \$100 of loss, except in cases of loss due to an assault by a student.

25. Tuition Waivers

For employees who live outside the school district and wish to enroll their children in Cincinnati Public Schools, tuition waivers shall be granted, provided the current Ohio state statutes permit State aid to be received for the student. The same enrollment and application procedures, including deadlines, as those applied to other non-resident pupils shall be in effect.

1. The Board and the Association will cooperate in the continuing objective to eliminate accidents and health hazards. The Board shall continue making reasonable provisions for the safety and health of office employees.
2. An office employee, or group of office employees, who believes that they are required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the assignment in question, shall have the right to file a grievance at Step 2 of the Grievance Procedure for preferred handling in such procedure.
3. The Board and the Association agree to name a Safety Committee consisting of two (2) members designated by the Association and two (2) members designated by the Board. The Safety Committee will advise the Superintendent in writing of specific means by which an alleged safety or industrial hygiene condition can be corrected or eliminated, including taking equipment out of service. The Committee will hold regular monthly meetings and may decide to conduct inspections, where necessary.

The Board and the Association will use such meetings to discuss specific concerns of employees assigned to computers and recommend appropriate health care measures related to the use of computers.

4. The Safety Committee will:
  - a. Conduct a poll of employees to ascertain if any employee has any health or safety concerns that relate to the work site or types of equipment being used.
  - b. Establish a procedure that would deal with safety/health complaints from employees. This procedure will be sent to each office/work site.
  - c. Gather and review information regarding the use of computers in a manner that promotes employee health and safety. Information relative to the use of computers will be disseminated to all employees assigned to computers, and recommendations made to the Superintendent for implementation guidelines consistent with available standards for installation and use of computers with emphasis on ergonomics.
  - d. File reports of their activities with the Superintendent or his/her designee.
5. The Board shall:
  - a. Not require employees to operate a computer for more than two (2) continuous hours. Work schedules shall be planned to include tasks away from the computers.

- b. Provide eye exams at Board's expense at 6 month intervals for clerical employees regularly working at computers for 3 1/2 or more hours per day as a regular assignment. This service would be provided to clerical employees such as data entry operators, secretaries, etc. who transcribe for 3 1/2 or more hours per day.
- c. Provide, in buildings where there is no intercom, an alternative communication system, such as walkie-talkies or beepers, so that the school secretary can contact the administrator or designee in an emergency.
- d. Provide a private rest area and adult only restrooms at all work sites, wherever possible.
- e. Not require employees to work under conditions that are unhealthy due to utilities failure, such as power, heat, or water. The Association shall be informed when such utility failures occur and the action the administration plans to use to remedy the problem.
- f. Provide each school with a first aid kit.
- g. Make known to all employees in the building the procedures regarding the securing of school buildings during and after school hours.
- h. Send a letter to all school personnel regarding school health and safety regulations.

## 6. Computers

The Board shall provide the safety and health related work station features for users of computers as listed below:

For any employee who is assigned to work at a computer on a regular basis of 2 1/2 hours per day or more, the work station shall include:

- b. Tables with adjustable keyboards
- c. Display that tilts and swivel
- d. Screens with brightness and contrast controls
- e. Glare reducing screens or filters
- f. Swivel chairs with adjustable backrest, seat height and depth, casters
- g. Footrest
- h. Direct, adjustable light at/or on work station
- i. Copy holder, where applicable

The Board will provide training on the use of computers and information which pertains to the safety features of computers to users during initial training or upon request.

7. The Superintendent's designee for Employee Relations shall annually distribute a directive to each principal, branch, and department head stating that employees represented by the Association shall not be required to perform unreasonably heavy lifting in the receiving, distribution or relocation of books, supplies or equipment. Employees shall communicate complaints relating to this provision to the Superintendent's Designee for Employee Relations who shall investigate the complaint and respond to the employee.

8. Medical Duties

The District shall maintain insurance to cover district personnel including bargaining unit personnel who allegedly have negligently dispensed medications or performed other health related activities regarding students.

The District formed a committee which included a representation of principals, teachers, parents, and bargaining unit personnel and a representative of the medical community to formulate written procedures for the storage, handling, and dispensation of medication and the performance of other health related activities to promote best practices throughout the District.

The ILT at each school shall review the committee's report and develop a health practices plan for the school, including provision for sharing the dispensation of medication and other health related duties among administrators, teachers, and other staff. The ILT or any subcommittee developing this plan shall invite a representative of the school's office personnel to participate in its deliberations on this matter.

School secretaries shall only be required to perform medical duties and dispense medication in conformity with the guidelines developed by the District committee, applicable Board policies, administrative procedures, and the health plan developed by the ILT.

**ARTICLE XXVI      Training**

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1. The Board and the Association shall jointly develop job training, including orientation to the specific duties of new employees and employees who transfer to a new position.

Newly hired or reassigned office personnel will have one (1) day of overlap training by the office employee currently holding the position within one week of beginning the assignment, unless the employee being replaced is no longer an employee of the Board. In addition, newly hired employees will be assigned to at least one (1) day of training coordinated by the Clerical Specialist.

The Board and the Association shall jointly develop a plan to provide clerical assistance to employees who are experiencing difficulties in their jobs and implement agreed upon methods intended to reduce the difficulties.

The Board of Education shall provide optional training to be made available for all Cincinnati Public School office employees through CPS or the Mayerson Academy. These classes will include training in all levels of the various computer programs generally in use within the Cincinnati Public School system, so Cincinnati Public School office employees may acquire the skills and knowledge needed to transfer or advance to any position within the Board of Education. The expense of this training shall be the responsibility of the Board.

2. The Board will consult with the Association 30 days before implementation of new employee orientation.
3. A schedule of employee in-service shall be jointly developed (on an annual basis) by the Association and the Board. In-service shall be scheduled by agreement so as not to unreasonably disrupt school or department operations. Such programs shall be offered on work time when possible. Attendance will be required unless overriding circumstances exist. Human Resources, after consultation with the Association, shall submit an annual in-service budget to the Budget Commission.
4. The Board shall provide tuition free access to adult education classes offered by the Board.
5. The Board will establish a reimbursement fund of \$25,000 yearly for successful completion (grade C or above) of Board approved course of study and job enhancement training classes or seminars. Representatives of the Board and the Association (two each) shall meet to develop guidelines regarding the application for reimbursement for approved courses and will set guidelines for approval of job enhancement training, classes or seminars for bargaining unit members. If, in any given year, the fund is not used, the unused balance will be carried over to subsequent years.
6. The Board will seek to arrange college credit or CEU's for clerical related courses.

## **ARTICLE XXVII Personnel Files**

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1. The official personnel file of each employee shall be maintained by the Civil Service personnel office. The Board and ACPSOP recognize that certain Ohio laws govern access to records maintained by or on behalf of the Board. However, insofar as they are acting in their capacity as employees or representatives of the Board, only the following may have access to employee personnel files: members of the Board of Education; attorneys of the Board needing access to personnel files; the Superintendent and his/her designees who serve in an administrative or supervisory capacity in relation to the employee, with the approval of the Director, Department of Human Resources, or his designee; the employee; and such other persons as the employee may authorize in writing.

2. An employee may examine his/her personnel file upon request. With respect to the official personnel file, the employee shall schedule an appointment at least one (1) working day in advance with a representative of the Civil Service personnel office in whose presence the file shall be examined. Copies of any material in the personnel file shall be made available upon request and upon payment of the cost of copying.
3. Upon receipt of any written communication (including a notation) involving accusations or derogatory statements against an employee, the Civil Service personnel office shall, before placing such material in the official personnel file, notify the employee of his/her right to dispute the accuracy, relevance, timelines, or completeness of the communication (or notation). Notification shall not be required when documents are addressed or copied to the employee. The employee's written response must remain attached to the derogatory statements as long as the item is on file.
4. No other official personnel file concerning an employee shall be maintained. However, letters, memoranda, copies of documents which are in the official personnel file and other material concerning an employee may be maintained in a personnel file by the building/unit administrator.
5. Any written material withheld from the official personnel file and the personnel file maintained at the building/unit level, and not otherwise known to the employee, shall not be used as evidence in any action against the employee. Should an employee dispute the contents of a written communication or notation in either personnel file referred to above, the Board shall delete any information that it cannot verify or that it finds to be inaccurate.
6. Upon receipt of a citizen request for access to an employee's personnel file under ORC 149.43, the Civil Service personnel office shall notify the employee in writing, including the date of the request and the name of the person making the request.

## **ARTICLE XXVIII Savings/Legal Compliance**

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If any provision of the Agreement or any application of the Agreement is contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Said invalid provision shall be renegotiated at the request of either party.

## **ARTICLE XXIX Amendment**

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This Agreement may be amended by mutual written agreement of the Board and the Association. Nevertheless, the parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, each party agrees that except as provided in Article III and Article VI (paragraph 1), the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement.

## **ARTICLE XXX      Management**

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The management of the school district and the direction of its employees, including the right to plan, direct, and control operations; to hire, promote, demote, discipline, suspend, or discharge for just cause; to transfer or relieve employees from duty; to arrange schedules of operation and determine the time and place of the employee's daily work; to study and introduce new and improved methods or facilities; to establish and maintain rules and regulations; is, except as otherwise provided in this Agreement, vested exclusively in the Board according to its sole, free and uncontrolled discretion and in such manner as it deems proper. However, these rights shall not be used for the purpose of discrimination against any employee because of membership in the Association. The foregoing enumeration of management's rights shall not be deemed to exclude other rights not specifically set forth, and the Board, therefore, retains all rights not otherwise specifically relinquished by this Agreement.

## **ARTICLE XXXI      No Strike or Lockout**

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It is understood and agreed that the services performed by employees covered in this Agreement are essential to the public's health, safety and welfare. Therefore, the Association agrees that during the term of this Agreement it will not authorize, instigate aid, condone, or engage in any strike, work stoppage, or other action at a time which will interrupt or interfere with Board operations. In the event of a violation of this section by any employee that it represents, the Association agrees to take affirmative steps with the employees concerned, and use every reasonable means to bring about an immediate resumption of normal work. If for any reason there is a work stoppage of this nature, parties to this Agreement will maintain continuous communications in an attempt to resolve the dispute concerned. The Board agrees that it will not lock out employees.

**ARTICLE XXXII Term**

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**This contract shall expire on December 31, 2009**

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Carol Landwehr  
Manager Civil Service

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Betty Hodson, President  
ACPSOP

Members of the Committee:

Members of the Committee

Kelly Singleton, Negotiation Chair  
Jeff Brokamp  
Yenetta Harper  
Sarah Trimble Oliver  
Leniese Fuqua

Nicole Keith  
Cheryl Whittaker  
Dee Harrigan  
Linda Howard  
Lynn Helbig

CINCINNATI FEDERATION OF TEACHERS AND  
ASSOCIATION OF CINCINNATI PUBLIC SCHOOL OFFICE PERSONNEL  
NON-MEMBER FAIR SHARE PAYMENTS IMPLEMENTATION PROGRAM AND  
APPEAL PROCEDURE

1. Fair Share Fee Determination

Prior to the commencement of each school year, the CFT/ACPSOP shall obtain an independent audit from a certified accountant selected from a list of three certified accountants with offices in Cincinnati, Ohio, submitted to the CFT/ACPSOP upon written request, by the Board's Treasurer. The selected independent auditor shall continue to serve unless a new selection process is initiated, in writing, by the CFT/ACPSOP. The accountant will prepare a detailed analysis and audit of the CFT/ACPSOP expenditures in the preceding school year, verifying that portion of the CFT/ACPSOP union dues which may be appropriately charged to non-members through fair share fee under federal and state law.

Prior to the commencement of each school year, the Executive Council of CFT/ACPSOP shall set the fair share fee for the upcoming school year, in strict conformity with audit and report of the accountant described above, and the CFT/ACPSOP anticipated collective bargaining expenditures for the coming year. CFT/ACPSOP shall communicate the fair share amount to the Board at least fourteen (14) days prior to the issuance of the first paycheck to the teachers and office personnel at the beginning of each school year.

2. Notification to Non-Members of Fair Share Fee and Right to Appeal

CFT/ACPSOP shall prepare, date and distribute prior to the distribution of the first paycheck to teachers and office personnel in September of each school year a notice to non-members which shall be distributed and published as required in the agreements between CFT and the Board and ACPSOP and the Board. The notice shall incorporate the accountant's audit report including an identification of those amounts considered to be chargeable and non-chargeable to non-members, pursuant to federal and state law, and shall describe the rights of non-members to object to the amount of the fair share fee set by the CFT/ACPSOP.

3. Filing Objections To Fair Share Payments

Any non-member employee making fair share payments may object to the fair share calculation on grounds that the fee charged is contrary to state or federal law. Any such objection may be made by the objector individually by sending a letter addressed either to the CFT President or the ACPSOP President, 1520 Madison Road, Suite 101, Cincinnati, Oh 45206-1717, stating any objections, the desire to invoke CFT/ACPSOP's appeal procedure, and objector's address and bearing the objector's signature. The letter must be postmarked or delivered at any time after notice by CFT/ACPSOP of the amount of the fee, as required by the respective Collective Bargaining Agreements, but before the thirtieth (30th) day following the first deduction of the fee from the objecting CFT/ACPSOP non-member's earnings.

#### 4. Escrow Arrangements

Upon CFT/ACPSOP's receipt of letter invoking this procedure, the CFT/ACPSOP shall deposit in an escrow account, separate from all other CFT/ACPSOP funds, the amount of fee payments received on behalf of the objector that is fairly placed at issue by any objections, but not less than ten (10%) of the fair share fee as verified by an independent auditor. CFT/ACPSOP shall furnish the objector with independent verification of the terms of the escrow arrangement, and upon request by any objector, shall report the status of the escrow account. The escrow account will be established with and maintained by a federally insured commercial bank with offices in Cincinnati, Oh, and the escrow agreement shall provide that the escrow account will be interest bearing at the highest available rate; that the escrowed funds remain intact until the final disposition is provided therein be distributed only by the term of the ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreed upon settlement between CFT/ACPSOP and any objector(s).

#### 5. Appeal Procedure

Within sixty (60) days following the first deduction of the agency fee from the paychecks of objecting non-members at the beginning of the school year, the CFT/ACPSOP Executive council shall meet to consider all written objections received by CFT/ACPSOP and may respond to such objections by either voluntarily reducing the agency fee for all non-members, or by notifying the objectors that the agency fee will remain as originally calculated. The decision of the Executive Council shall be dated and reported in writing to all objectors. Within such sixty (60) day period, CFT/ACPSOP shall provide to the American Arbitration Association (AAA), copies of all objections received to date during the school year, and the names and mailing addresses of the objectors. At that time, CFT/ACPSOP shall request the AAA to commence arbitration proceedings pursuant to the AAA Rules for Impartial Determination of Union Fees.

Thereafter, the AAA will appoint an arbitrator, select a hearing date, and otherwise administer the arbitration proceeding in accordance with such rules.

To the extent possible, the arbitrator shall schedule the arbitration during hours after the regular school day, or on weekends or holidays, so as to avoid disruption of the participants' performance of their regular duties for the Board or CFT/ACPSOP.

#### 6. Arbitration Proceedings

The fees and any expenses of the arbitrator, and the cost of reproducing records agreed to or ordered by the arbitrator, shall be borne by CFT/ACPSOP. Any party may record or transcribe the hearing at its own cost.

Non-members who do not object to the agency fee shall not be entitled to any portion of the escrowed funds, nor shall non-objectors be entitled to any rebate of agency fees already paid, should the arbitrator order a reduction of the agency fee for the year in question. If the arbitrator rules that the agency fee should be reduced, the agency fees paid by all non-members from that date forward in the school year shall be reduced accordingly.

CFT/ACPSOP shall not be responsible for the payment of any lost wages or compensation incurred by objectors as a result of participating in the arbitration.

The decision of the arbitrator with respect to the objections made to the agency fee will be final and binding upon all parties.

7. **Objections Received From Newly-Hired Employees During The School Year**  
Newly hired employees are obliged under 130(e) (1) of the CFT Collective Bargaining Contract and Article IV, A, of the ACPSOP Collective Bargaining Agreement to commence the payment of the fair share fee with the first paycheck due following the sixtieth (60th) day after initial employment. Such newly-hired employees may exercise their right to object by following the objection procedure described above: within thirty (30) days of their first fair share fee payroll deduction for non-members of CFT/ACPSOP. Upon receipt of such objection CFT/ACPSOP shall forward the objector's name to AAA, for purpose of consolidation of such objection with any ongoing arbitration, and CFT/ACPSOP shall also commence an escrow of the appropriate amount of the objector's fair share fee.

If the objection is forwarded to AAA subsequent to the commencement of a fair share fee arbitration hearing during the ongoing school year, then the objector's fair share fee has an opportunity to participate in the subsequent year's arbitration, and upon such agreement, any funds escrowed for such objector shall be distributed in accordance with that arbitration decision.

#### 8. **Arbitration Award**

The arbitrator shall issue a written award, based on the evidence and relevant provisions of the Collective Bargaining Agreements and federal state law, determining whether the fair share fee was appropriately calculated and, if not, what the appropriate calculation should have been. The award shall be final and binding on all parties. The applicable escrow funds and the interest accrued thereon shall be disbursed pursuant to the award unless an action for judicial review, or review by SERB, is filed and served within thirty-five (35) days of the date of the award.

#### 9. **Religious Objections To Fair Share Fees**

Any objections to the payment of fair share fee based upon religious beliefs shall be handled in accordance with O.R.C. 4117.09(C) which provides:

"Any public employee who is a member of and adheres to established and traditional tenants or teaching of a bona fide religion or religious body which has historically held conscientious objections to join or financially supporting any employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code, shall not be required to join or financially support any employee organization as a condition of employment. Under submission of proper proof of religious conviction to the State Employment Relations Board, the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization. The employee shall be required in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a non-religious charitable fund, exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, mutually agreed upon by the employee and representative of the employee organization to which the employee would otherwise be required to pay the fair share fee. The employee shall furnish to the employee organization written receipts evidencing such payments, and failure to make such payments, or furnish such receipts shall subject the employee to the same sanctions as would non-payment dues under the applicable collective bargaining agreement."

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Medical, Prescription, Employees Assistance Program and Dental Coverage  
Employee Contributions

Rx Co-Pay	July 1, 2007		2008		2009	
	Co Choice Health	New	Co Choice Health	New	Co Choice Health	New
Generic	\$10	\$10	\$10	\$10	\$10	\$10
Name Brand	\$30	\$20	\$30	\$20	\$30	\$25
Non Formulary	\$50	\$40	\$50	\$40	\$55	\$45

Office Visit Co-Pay	July 1, 2007		2008		2009	
	Co Choice Health	New	Co Choice Health	New	Co Choice Health	New
Primary*	\$20	\$20	\$20	\$20	\$25	\$25
Specialist	\$40	\$40	\$40	\$40	\$45	\$45

\* Includes OB/GYN Effective July 1, 2007  
\* Endocrinologist Effective January 1, 2008

Deductibles	July 1, 2007		2008		2009	
	Co Choice Health	New	Co Choice Health	New	Co Choice Health	New
Single	0	N/A	\$100	N/A	\$150	N/A
Single + One	0	N/A	\$200	N/A	\$250	N/A
Family	0	N/A	\$200	N/A	\$250	N/A

Out of Pocket Limits	July 1, 2007		2008		2009	
	Co Choice Health	New	Co Choice Health	New	Co Choice Health	New
Single	\$1000	\$1000	\$1200	\$1000	\$1200	\$1500
Single + One	\$2000	\$2000	\$2200	\$2000	\$2200	\$3000
Family	\$2000	\$2000	\$2200	\$2000	\$2200	\$3000

Co-Insurance	July 1, 2007		2008		2009	
	Co Choice In Network	Co Choice Out of Network	Co Choice In Network	Co Choice Out of Network	Co Choice In Network	Co Choice Out of Network
Co-Insurance (after deductible)	0%	25%	0%	35%	0%	35%
Out of Pocket Limits	Out of Network N/A for New Health					

participants

Opt Provision	Out	July 1, 2007		2008		2009	
		Co Choice Health	New	Co Choice Health	New	Co Choice Health	New
Single + One Family		\$50	\$50	\$50	\$50	\$50	\$50
		\$100	\$100	\$100	\$100	\$100	\$100

Spousal Premium/ Month	July 1, 2007		2008		2009	
	Co Choice Health	New	Co Choice Health	New	Co Choice Health	New
Under \$30,000	\$40 \$35		\$40	\$35	\$40	\$35
\$30-\$60,000	\$50 \$40		\$50	\$40	\$50	\$40
	\$60 \$45		\$60	\$45	\$60	\$45
\$60-\$90,000	\$70 \$50		\$70	\$50	\$70	\$50
\$90,000+						

Benefit Bank	2007	2008	2009
Single	\$350	\$350*	\$350*
Family	\$425	\$425*	\$425*
<p>* Dollars available remain the same; however, reimbursement monies are available only if a person has completed a confidential health assessment</p> <p>*Members newly identified by Humana for Disease Management program will be provided with an additional reimbursement bank incentive of \$50 if enrolled in a Humana disease management program</p>			