Cincinnati, Ohio Board of Education and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, Locals 232, 1938 (1985)
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Keywords
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AGREEMENT

by and between the

BOARD OF EDUCATION

of the

CINCINNATI SCHOOL DISTRICT

and

LOCALS 232 and 1938,

OHIO COUNCIL 8,

APSCME,

APL-CIO

December 31, 1985 - December 31, 1987
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AGREEMENT
By and Between The
BOARD OF EDUCATION, CINCINNATI, OHIO
and
LOCALS 232 and 1938, OHIO COUNCIL 8, AFSCME, AFL-CIO

ARTICLE I - PURPOSE

This Agreement is made between the Board of Education, Cincin­
nati, Ohio, hereinafter referred to as the "Board", and Locals 232
and 1938, Ohio Council 8, American Federation of State, County and
Municipal Employees, AFL-CIO, hereinafter referred to as the
"Union."

The male pronoun adjective, where used herein, also refers to
the female, unless otherwise indicated. The term employee or em­
ployees, where used herein, refers to all employees in the Bargain­
ing Unit as provided herein.

It is the intent and purpose of this Agreement to provide a
fair and reasonable method of enabling employees to participate,
through Union representation, in the establishment of terms and
conditions of their employment and to establish a peaceful proce­
dure for the resolution of all differences between the parties sub­
ject to the applicable laws of the United States, the State of
Ohio, the Ohio Revised Code and the Board of Education, Cincin­
nati, Ohio.

ARTICLE II - RECOGNITION
A. Locals 232 and 1938, Ohio Council 8, AFSCME, AFL-CIO, is here­
by recognized as the sole and exclusive bargaining agent for all
employees of the Cincinnati Board of Education as defined in
Appendix I, in all matters of establishing salaries, rates of pay, wages, hours of work, adjustment of grievances and other conditions of employment.

B. Should a classification be added to the existing job group, for example, if a Custodian VI were added to the job group of Custodians, such a classification shall be added to Appendix I.

C. The Board shall not recognize for purposes of collective bargaining any other organization which seeks the right to represent the members of the bargaining unit, nor shall the Board create, dominate or make concessions to any such organization.

ARTICLE III - NON-DISCRIMINATION

A. The provisions of this Agreement shall be applied to all employees without discrimination on account of sex, race, creed, age (18-70) or national origin. The Board recognizes that no employee shall be subject to sexual harassment and that it will take appropriate remedial action to protect that right.

B. The Board agrees not to interfere with the rights of its employees, as defined in Appendix I, to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Board or any of its agents, against any employee because of Union membership or because of his acting as an officer in any other lawful activity on behalf of the Union.
ARTICLE IV - UNION SECURITY

A. The Board, for such employees who are members of the Union, and who sign individual check-off dues authorizations furnished to the Board for such purpose, shall deduct from the pay biweekly the Union dues and promptly remit the same to the Union. If an employee desires to revoke his/her dues checkoff authorization, written notice shall be given to the Board in the following manner. The employee shall obtain the "Local Union Record of Membership by Payroll Deduction" card which the employee previously filled out (or the local Union record used prior to the card currently used) from the Local Union's office, write on the back of the card the phrase "revoke my authorization" and sign and date such revocation. The completed card may then be turned in by the employee to the office of the Treasurer of the Board. Under no circumstances shall the Union deny the right of any employee to revoke authorization of payroll deduction of union dues.

B. The Board shall not be liable to the Union for the remittance of payment of any sum other than that constituting actual deductions made from the wages of employees. The Union 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 Article.
The dues check-off authorization card and local Union record of membership by payroll deduction are attached as an appendix to this Agreement.

C. Union representatives shall be permitted reasonable access to work areas in order to conduct legitimate Union business. The Union is permitted one Steward per local in each building, and shall furnish their names to the Board at the time of their identification as Union Stewards. Stewards shall be given reasonable time to investigate and process grievances without loss of pay, within their respective buildings; however, no Steward shall leave his regularly assigned work in order to investigate a grievance without first obtaining approval of his supervisor.

ARTICLE V - WAGES, SUPPLEMENTARY BENEFITS AND WORKING CONDITIONS

The wages, benefits, and working conditions for employees covered by this Agreement shall be in accordance with resolutions passed by the Board. There shall be no recommendations for changes in wages, benefits and working conditions affecting such employees as contained in this agreement without prior negotiations and agreement with the Union. The wage schedules agreed upon are those in Appendix II.

ARTICLE VI - MANAGEMENT RIGHTS

The Union recognizes the Board of Education's exclusive rights to manage the operation of the school system regarding: direction of the working forces; the right to evaluate; the right to hire, promote and transfer employees of its own selection; the right to
determine the assignment of work including reasonable overtime; and assignment of working hours as needed; the right to require employees to observe the rules and regulations of the Board; the right to discipline, transfer, promote, demote, suspend and discharge employees for just cause. These rights are vested exclusively in the Board of Education or its representative, except to the extent expressly modified by the specific provisions of this Agreement. 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 VII - BULLETIN BOARDS

The Board shall provide the Union with a bulletin board or space at each school or building.

A. No notice or other writing may contain anything political or critical of the Board, any other institution or any employee or other person.

B. All notices or other materials posted on the bulletin board must be signed by the President or Chief Steward of the Union or an official representative of AFSCME Ohio Council 8.

C. The Board shall arrange for a pony pickup at the Union Office three (3) times a week, Monday, Wednesday, and Friday.

ARTICLE VIII - NO STRIKE OR LOCKOUT

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 Union agrees that 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 of Education operations. No employee shall cause or take part in any strike, work stoppage, slow-down, or other action which will interrupt or interfere with the operation of the Board of Education. In the event of a violation of this section, the Union 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 IX - GRIEVANCE PROCEDURE

A grievance is an allegation by an employee, union, or employer, that the terms of the Agreement between the Union and the Board have been violated or misrepresented.

When an employee feels he has a grievance under the terms of this Agreement, he shall request a conference with his immediate supervisor for the purpose of presenting a complaint as well as the possible resolution of the complaint. If the employee is not satisfied with the resolution of the complaint, he may formalize the complaint into writing and pursue the following procedure.
Step 1 - A grievance must be filed in writing with the appropriate supervisor within fifteen (15) work days after said event, upon which it is based, or within fifteen (15) work days said event could reasonably be assumed to have been known by either the employee or the Union. The appropriate supervisor must render a written decision within five (5) work days after receipt of the grievance or after the completion of his grievance conference if a conference is held.

Step 2 - In the event a grievance has not been satisfactorily resolved at Step 1, the Union shall file, within five (5) work days of the receipt of the appropriate supervisor's written decision at Step 1, a copy of the grievance and the reply from Step 1 to the appropriate assistant superintendent or his designee. A meeting shall be held to discuss the grievance. The assistant superintendent or his designee shall render a written decision within five (5) work days after the completion of the grievance meeting.

Step 3. - If the grievance is not settled as provided in Step 2, the Union shall file, within five (5) work days of the receipt of the written decision at Step 2, a copy of the grievance and the replies to the superintendent. A meeting shall be held with the superintendent or the director of employee relations to discuss the grievance. The superintendent or the director of employee relations shall render a written decision within five (5) work days after the meeting.

Step 4 - If the grievance is not settled at Step 3, a copy of the grievance, with copies of all decisions rendered by subordinate supervisory staff shall be presented within five (5) work
days of the receipt of the written decision at Step 3, to the
Board of Education. A written decision shall be rendered to the
Union within five (5) work days after the Board takes action on
the grievance.

ARTICLE X - DISCIPLINARY PROCEDURE

A. An employee may be disciplined for incompetency, inefficiency,
dishonesty, drunkenness, immoral conduct, insubordination, dis­
courteous treatment of the public, violation of the rules, neglect
of duty, any failure of good behavior, or any illegal acts in
office.

B. Possible disciplinary actions are as follows: oral or written
reprimand; reduction of pay to the next lower step within the pay
range; suspension up to thirty (30) calendar days; demotion; or
dismissal.

C. No employee shall be disciplined other than an oral reprimand
without a hearing by the Assistant Superintendent or his desig­
nated representative unless the employee specifically waives it in
writing. At this hearing, the employee shall have the right to be
represented by the Union including the Union President. It is the
responsibility of the official hearing the charges to advise the
employee of his right to representation before the date of the
hearing.

When an employee is to be disciplined, he shall be advised in
writing of the reason. For classified employees, a "Notice of Dis­
ciplinary Action, Separation, or Lay-Off" is used to notify him
concerning lay-off, suspension, reduction, discharge, reprimand,
or separation during the probationary period. The reason for the action and the effective time and date are given on the form. A copy of the notice of disciplinary action for all classified employees is sent to the Civil Service Commission.

For unclassified employees, notice of disciplinary action, separation, or layoff shall be delivered by hand or by certified mail. The reason for the action and the effective time and date shall be noted in the letter. Wherever possible an employee may be given an opportunity to improve the quality of his services.

D. A classified employee may appeal a dismissal; demotion; reduction in pay or a suspension in excess of three (3) days to the Civil Service Commission by filing a request in writing within ten (10) days after the effective date of the disciplinary action. A suspension of less than three (3) days is subject to appeal to Step 3 under the Grievance Procedure. The appeal must be submitted within ten (10) days of the notice of the disciplinary action.

E. An unclassified employee who has completed three (3) years of service may appeal a dismissal, demotion, reduction in pay, or a suspension in excess of three (3) days to Step 3 of the Grievance Procedure by filing a grievance in writing within ten (10) days after the effective date of the disciplinary action to the superintendent or to the director of employee relations.

F. If an employee is absent without leave for three (3) consecutive work days, because he has not reported for work and fails to notify and get prior approval for his absence from his supervisor,
he shall be deemed dismissed. If within ten (10) days after the last day of actual work prior to the unexplained absence the employee should furnish to the appropriate branch head a satisfactory explanation of absence, the entry of dismissal may be set aside.

For classified employees, this action must also be approved by the Civil Service Commission.

G. An employee may examine his/her personnel file. An employee may challenge any letter, note or reprimand contained in the employee's personnel file which the employee believes is untrue or inaccurate and may place a written denial or explanation to such letter, note or reprimand in the file. If such letter, note or reprimand is false, it shall be removed from the file.

ARTICLE XI - FILLING OF VACANCIES AND TEMPORARY PROMOTIONS

A. Seniority: Total seniority is defined as an employee's total continuous service with the Cincinnati Board of Education. An employee shall not accumulate seniority during the probationary period. However, upon completion of the probationary period, the seniority date shall be retroactive to the employee's date of hire.

Services shall be considered broken when an employee resigns, retires or is separated from employment for any reason. If any separation is followed by reinstatement within one year, the employee shall receive credit for employment prior to the reinstatement. An employee is "separated from employment" if that employee is laid off for more than one (1) year unless, in the case of a
classified employee, the Civil Service Commission mandates a lay-off list for employment purposes of more than a one-year period.

B. Vacancies in positions above the lowest rank or grade of any category in the classified service shall be filled insofar as practicable by the promotion of present employees. Where examinations are not required for promotions, other factors being equal, preference shall be given to eligible employees on the basis of seniority.

C. In promotional examinations, efficiency and seniority in service form a part of the grade. In all cases where vacancies are to be filled by promotion, the Commission certifies the names of the three (3) candidates standing highest on the promotional eligibility list. One of these three may be granted the promotion unless refused when offered.

D. Announcements of examinations for positions to be filled by promotional examinations are to be made available to all qualified employees.

E. An employee failing his probationary period on promotion must be restored to his previous classification. His salary step is that which he would have been on had he remained in the lower classification. The probationary period is set by the Civil Service Commission for each classification.

F. An employee who is promoted as a result of an open competitive examination and who fails his probationary period will be returned to his former position or one of like status and pay.
G. An employee who has resigned in good standing may be reinstated if a vacancy exists in the same or similar classification within one year of the date of resignation.

H. (1) A transfer is defined as moving to another place of work, changing shifts or changing the number of hours scheduled and remaining within the same classification.

An employee wishing to transfer within the employee’s classification may request it in writing on the proper form which can be obtained at the Civil Service Personnel Branch. When a vacancy exists in the requested assignment, and ability, training and past performance are the same among employees with requests for transfer on file, seniority will govern the choice.

Requests for transfer remain on file for one year unless withdrawn or refused when offered. The employee may repeat the request for transfer. Preference shall be given to transfer requests before assignment from an open list.

The Presidents of Locals 232 and 1938 shall be notified in writing of vacancies and such vacancies shall not be permanently filled for seven calendar days following such notification. Employees who request a transfer to such vacancies during this seven-day period shall be considered along with any employee who has previously submitted a request for transfer. Any vacancy resulting from the filling of the first vacancy shall not be subject to written notification or to the seven-day waiting period.

In considering requests for transfer, preference shall be given to employees submitting requests for lateral transfer in order to preserve the number of hours they have been scheduled to
work. Further, any employee whose hours have been reduced for non-disciplinary reasons (for example, from six scheduled hours to four scheduled hours) and who has submitted a request for transfer to a position of the scheduled hours formerly worked (in the example, six hours) shall also be considered as a lateral transfer. Such preferential consideration shall continue until the employee accepts a transfer or refuses a preferential transfer.

When employees have submitted requests for transfer to positions of more scheduled hours, preference shall be given to requests where the hours requested are closest in number to the hours the requesting employee is currently working.

(2) In addition, the Civil Service Personnel Branch will submit to the Presidents of Local 232 and Local 1938 a list by May 11 of each year of the known vacancies as of the preceding May 4 in their respective bargaining units. In order to be considered for such known vacancies a request for transfer must be received by the Civil Service Personnel Branch by June 8, unless a request for transfer is already on file in accordance with subparagraph H (1). The list shall show the school where the vacancy exists and the number of hours which are tentatively anticipated for that assignment. The Presidents of Locals 232 and 1938 shall be notified of the names of employees whose transfer requests have been approved.

I. Temporary promotions to Leadman or Custodian IV at a Plant Operator School not requiring an Ohio Heating License:

(1) During the heating season an employee assuming responsibilities in the absence of a Plant Operator shall be granted a temporary promotion to Leadman beginning with the second day of a
casual absence, with pay retroactive to the first day. Beginning on the sixth day, the employee shall be granted a temporary promotion to Custodian II, and be responsible for the complete heating and cleaning of the school. If it is known in advance that the Plant Operator will be absent more than five (5) days or if the position is vacant, the employee assigned to assume the responsibilities shall be granted a temporary promotion to Custodian IV beginning on the first day of absence.

(2) During the non-heating season an employee assuming the responsibilities in the absence of a Plant Operator shall be granted a temporary promotion to Leadman beginning on the second day of a casual absence with pay retroactive to the first day. If it is known in advance that the Plant Operator will be absent more than five (5) days or if the position is vacant, the employee assigned to assume the responsibilities shall be granted a temporary promotion to Leadman beginning on the first day of absence.

J. Temporary promotions to Leadman at a Plant Operator School requiring an Ohio Heating License:

(1) During the heating season an employee assuming the cleaning duty responsibilities during the absence of the Plant Operator, shall be granted a temporary promotion to Leadman beginning on the second day of a casual absence with pay retroactive to the first day. If it is known in advance that the Plant Operator will be absent more than five (5) days or if the position is vacant, the employee assigned to assume the supervision of the cleaning duties shall be granted a temporary promotion to Leadman beginning on the first day of absence.
(2) During the non-heating season an employee assuming supervisory responsibilities during the absence of a Plant Operator shall be granted a temporary promotion to Leadman beginning on the second day of a casual absence with pay retroactive to the first day. If it is known in advance that the Plant Operator will be absent more than five (5) days or if the position is vacant, the employee assuming the additional responsibilities shall be granted a temporary promotion to Leadman beginning on the first day of the absence.

K. Temporary promotions at a Dual Head School:

Whenever an employee is assigned to assume supervisory responsibilities of a Custodian IV or Custodian V during the absence of the regularly assigned employee, such an employee shall be granted a temporary promotion to the appropriate classification beginning on the second day of a casual absence with pay retroactive to the first day, or beginning on the first day of an absence with a duration of more than five (5) days that is known in advance.

L. If an employee receives the temporary promotion pay rate for the work day before and the work day after the holiday, such an employee shall receive the pay rates for the holiday.

M. An employee who is absent while serving in a temporary promotional classification shall receive the pay rate of the temporary promotional classification for a period of two (2) days, unless another employee is assigned to the job before the two (2) day period terminates, at which time the pay rate of the absent employee shall revert to that of his former classification.
N. The Board and the Union shall meet and discuss the identification of the classifications where inservice training would be applicable and shall try to arrange for such inservice training.

O. When an employee (other than instructor assistants covered by Paragraph C of Article XXVII and employees covered by Sections I, J and K) is temporarily assigned for more than one (1) day by his supervisor to a position in the bargaining unit with a higher rate of pay than his position, he shall receive the higher rate for all hours worked in the higher paid position to which he is temporarily assigned.

P. Employees shall be appraised in accordance with Board policies, applicable law and civil service regulations.

Q. In the event an employee is dissatisfied with his/her appraisal which was rated overall less than satisfactory, the employee may request a conference with the reviewer within five days at which time the employee may present his/her concerns about the appraisal. If the employee is still dissatisfied, the employee may request a conference with the appropriate assistant superintendent within five days to discuss the appraisal. If the employee is still dissatisfied, the employee may request a conference with the Director of Employee Relations within five days to discuss the appraisal. The employee may, upon request, have a Union representative present at the conference with the appropriate assistant superintendent and/or the Director of Employee Relations.
R. Maintenance Worker I shall be promoted to Maintenance Worker II, provided he has completed one year of service as a Maintenance Worker I and has a current satisfactory appraisal.

ARTICLE XII - LAY-OFF AND RECALL

A. When it becomes necessary in any department through lack of work or funds to reduce the number of employees in a given classification, emergency, provisional, temporary, seasonal and probationary permanent employees shall be laid off first in that order.

B. Permanent employees in a given classification shall be laid off next, pursuant to Section 124.32 of the Ohio Revised Code and Civil Service Rule XIII.

C. If a reduction is necessary in the number of employees in a classification normally filled by promotion, the employee with the least seniority in the classification, or in other classifications at equivalent pay level, will be demoted first rather than laid off. Thereafter, the lay-off procedure of Section B shall apply.

D. The names of permanent employees who have been laid off shall be put on an appropriate recall list according to their seniority. For a period not to exceed one year, according to their standing on such list, they shall have the prior right to recall to any vacancy in their classification.

E. In the event of a layoff, the appropriate union(s) shall be notified as soon as possible and shall be given a layoff list as soon as it becomes available, identifying the seniority and the classification of the employees affected. The Board shall consult
with Locals 232 and 1938 on the effect of the layoff on their bar-
gaining units and on the rights of any employee laid off directly 
or by bumping procedure. Locals 232 and 1938 shall be given a 
seniority list of employees at such time as such list is obtained 
from computer services.

ARTICLE XIII - HOURS OF WORK AND OVERTIME
A. Eight (8) hours per day and forty (40) hours per week shall 
constitute a normal workweek. No more than one hour shall be 
scheduled as an (unpaid) lunch period. The lunch period shall be 
uninterrupted except for emergencies. Employees whose normal work 
day is six (6) hours shall have an unpaid lunch period whenever 
possible as close to the middle of their work day as possible.

Employees working four (4) hours or less may, at the beginning 
of their work year only, designate whether or not they wish to 
have a lunch break. If they choose a lunch break and this break 
is scheduled at the end of their working day, they have the option 
of either eating or going home on a daily basis. If a lunch break 
is scheduled during the work day, they may not readjust the 
schedule and are expected to stay each day.

Employees choosing not to take a lunch break shall leave 
promptly after their working hours and are not permitted to eat 
during their working hours or take food with them at the end of 
the day.

If an employee has been transferred to another school, the 
employee may make another lunch break designation. Other requests 
to change the lunch break designation will be considered.
B. All time worked in excess of eight (8) hours in one day, and forty (40) hours in one week shall be paid for at time and one-half (1 1/2x) the regular rate. When Sunday work is required and the employee is not notified by midnight of the preceding Friday, the rate for the work performed on Sunday shall be double the regular rate.

C. All work performed on a holiday, for employees who are otherwise eligible for pay on a holiday, shall be paid for at time and one-half (1 1/2x) rate in addition to the holiday pay.

D. Overtime assignment will be divided as equally as is practicable among staff members in a building.

E. Work Assignments:

(1) Work assignments for servicing permit activities beyond and immediately following the regular working day may be for any amount of time required in multiples of thirty (30) minutes up to but not exceeding two and one-half (2 1/2) hours.

(2) All assignments for evening services on school days where there is an interval of time between the end of the regular working day and the beginning of the permit assignment shall be for a minimum of two and one-half (2 1/2) hours.

(3) Assignments for service on Saturday, Sunday, or legal holidays, shall be for a minimum of four (4) hours.

(4) Where servicing of buildings is needed, meal times will be staggered in order to provide the necessary service.

(5) Employees assigned to display the flag on a holiday shall receive four (4) hours pay at time and one-half (1 1/2).
ARTICLE XIV - REST PERIOD

All eight (8) hour employees shall have two ten (10) minute rest periods in each regular shift of each work day. The rest periods will be scheduled by the immediate supervisor, and, to the extent practicable, will be scheduled during the middle two hours of each half shift, and they may not be scheduled immediately before or after the meal period or at the start or end of a shift.

Food Service employees employees working 4-8 hours per day shall have one five (5) minute rest period.

ARTICLE XV - SHIFT DIFFERENTIAL

A. Whenever it becomes necessary in the continuous regular operation of a school building to establish regular work shifts, a shift differential will be paid. The shift differential is ten (10) cents an hour in addition to the day rate, not to exceed eight (8) hours worked in any shift ending after 6:00 P.M. but not later than 12:00 midnight, and fifteen (15) cents an hour in addition to the day rate, not to exceed eight (8) hours, worked in any shift ending after 12:00 midnight, but not later than 8:00 A.M.

B. The shift differential will be added to the day rate to figure pay for a holiday or sick leave day if the employee received the differential on the last work day before the holiday or the sick leave day.

C. The shift differential is not included in determining pay for overtime and vacation.
ARTICLE XVI - HOLIDAYS

A. The holidays with pay for eligible employees are determined each year by the school calendar which is approved by the Board of Education.

B. When any of these holidays falls on a Saturday, all schools will be closed on the preceding Friday, and when any of these holidays falls on a Sunday, schools and offices will be closed on the following Monday.

C. All lunchroom employees shall be paid for the Christmas and New Year's holidays, and all regular school year employees shall be paid for those holidays.

D. A half (1/2) day Good Friday is considered a holiday for employees who are scheduled to work and covered by this Agreement.

E. The Friday after Thanksgiving shall be considered a holiday for employees who are scheduled to work and covered by this Agreement.

F. All regular employees absent with pay on the working day before and the working day after a holiday qualify for pay for that holiday. Such holiday shall not be charged to sick leave if the employee is otherwise eligible for holiday pay.

G. If the employee is absent without pay on either the working day before or the working day after a holiday, he is not paid for the holiday.
H. Regular lunchroom employees who have been paid the last day of their assignment the prior school year and who are entitled to pay the day following Labor Day are eligible for holiday pay for Labor Day.

I. All regular employees who are scheduled to work on Christmas Eve shall receive one-half (1/2) day holiday when Christmas Eve falls on a Monday, Tuesday, Wednesday, or Thursday.

ARTICLE XVII - VACATIONS

A. Regular employees who are eligible under Board of Education policies earn vacation credit at the rate of one day for each month of service, not to exceed an annual vacation of ten (10) days, except as hereafter provided. Regular employees may use earned vacation by scheduling vacation time off with the approval of their supervisors. Vacations shall be accumulated by pay periods beginning with the first full pay period in the month of September and extending through the last full pay period in June.

B. Regular employees completing the following years of service by September 30 of a given year will receive additional days of vacation as follows:

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<td>5</td>
</tr>
<tr>
<td>15 or more</td>
<td>10</td>
</tr>
</tbody>
</table>

C. Lunchroom employees shall receive longevity in lieu of vacation.

D. No vacation allowance is earned for absence due to lay-off or leave of absence.
E. If a holiday occurs during an employee's vacation, said employee receives an added vacation day.

F. Normally, vacations shall be taken during June, July, and the first two weeks of August. Vacations may be approved at another time.

G. Within the established vacation schedule, senior employees shall be given preference in selection of vacation periods.

H. Usage is limited to the number of vacation days accrued before the beginning of the current pay period.

I. A terminal vacation with pay is granted if the employee had unused vacation allowance and leaves employment for any reason.

J. Earned vacation pay may be granted at the time an employee begins an officially approved leave of absence.

K. Regular employees completing the following years of service by September 30 of a given year will receive pay in lieu of vacation by separate check paid the first pay period in December each year as follows:
   
   After 20 years 1 day's pay
   After 25 years 1 day's pay

ARTICLE XVIII - SICK LEAVE

A. All employees earn sick leave credit at the rate of 4.6 hours per 80 hours of completed service. Unused sick leave shall be cumulative without limit.
B. The previously accumulated sick leave of an employee who has been separated from the public service within the past ten (10) years may be placed to his credit upon his re-employment in the public service.

C. An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave. The employee must obtain verification of accumulated sick leave from the fiscal office of the agency from which it is to be transferred.

D. Part-time, daily, or hourly employees accumulate sick leave according to the amount of actual service completed.

E. Any employee whose sick leave is exhausted shall receive an advance of 5 days in the pay period in which loss of pay would otherwise occur. Said advance shall be charged against the sick leave he subsequently accumulates. No more than one such advance shall be granted in any year from September 1 through August 31. No advance shall be granted to any substitute, emergency or student employee or to any employee not reasonably expected to subsequently accumulate sick leave at least equal to the advance. Any balance of advanced sick leave remaining to an employee's credit at separation shall be deducted from the employee's final pay check.

F. Sick leave allowance is credited by pay periods 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 period shall not exceed the amount
accrued at the beginning of such period.

G. Sick leave is not forfeited because of absence without pay,
nor is it earned during such absence. A regular or part-time
employee who leaves the employment of the Board shall retain his
accumulated sick leave for ten (10) years from the date of termi-
nation of his last employment.

H. Sick leave may be used for absence due to personal illness,
physical injury, pregnancy, illness in the immediate family, or
death in the family. A physician's statement because of illness
or injury to the employee or to a member of the employee's immedi-
ate family shall be required under either one of the following cir-
cumstances:

A. An absence of more than five (5) days.

B. An absence of one (1) or more days (but less than 6 days)
where that employee has been placed on written notice
that a physician's statement shall be required for a
shorter period of absence.

If approved, such absence is charged to sick leave.

Ordinarily an employee is allowed three (3) days of absence
chargeable to sick leave in the event of the death of a parent,
child, spouse, sister or brother, aunt, uncle, nephew, niece,
grandparent, grandchild, father-in-law, mother-in-law, brother-in-
law, sister-in-law or spouse of his child.
I. Subject to the provisions of the Ohio Revised Code, Section 124.39, employees who are retiring shall be paid for one-half (1/2) of their unused sick leave credit at their daily rate of pay.

J. Sick leave conversion shall be paid to survivors upon the death of an employee who had 20 years service with the Board on the basis of one (1) day's pay for each two (2) days accumulated, unused sick leave.

ARTICLE XIX - LEAVE OF ABSENCE

A. Any employee desiring a leave of absence must make an application explaining the reason for the request on the appropriate form.

B. An employee may be granted a leave of absence without loss of pay for military service not exceeding thirty-one (31) days as specified by law and without pay for military service exceeding thirty-one (31) days. If the military pay is less than the regular pay, the Board will pay the difference. However, allowances for travel, food, housing or uniforms are not considered. An employee who leaves his position to serve in the armed services of the United States, as defined by law, is considered to be on a special leave of absence. However, he must return to work within one year after receiving his service discharge in order to avoid a loss in financial status.

C. Any regular Civil Service employee may be granted a maternity leave. A physician's statement, citing the expected delivery date
and verifying the employee's ability to work up to the requested leave date, should accompany the request for maternity leave. The effective date of the maternity leave and the effective date of return to work will be established by the Civil Service Personnel Branch after consultation with the appropriate administrator. A physician's statement to the effect that the employee is physically capable of assuming her job duties should accompany a request to return to work.

D. Any regular Civil Service employee may be granted a leave of absence without pay for personal illness. A physician's statement verifying the illness should accompany the request for leave. The effective date of leave and the effective date of return to work will be established by the Civil Service Personnel Branch after consultation with the appropriate administrator. A leave of absence due to personal illness shall be for a period of not more than a year unless extended by the Superintendent.

ARTICLE XX - OTHER LEAVES
A. Personal leave up to three (3) days may be granted between September 1 and August 31 each year. This leave is not chargeable to Sick Leave.

B. In the event of absence in response to a subpoena in which the employee is not a party, there shall be a salary deduction equal to the witness fee or other expenses incurred by reason of subpoena. A signed statement setting forth the total fees or other compensation must be submitted to the Office of the Treasurer, or full salary for the period of absence will be deducted.
C. An employee who is not eligible for Personal Leave shall not
be paid for absence due to a court proceeding or administrative
hearing in which the employee is the plaintiff or defendant, un-
less in the judgment of the Superintendent he should receive pay
because the proceeding or hearing arises from a justifiable line
of duty action on the part of the employee.

D. Jury Duty and Appearance in Court: Any regular employee
summoned as a juror shall be paid the difference between the
employee’s regular compensation and compensation to which the
employee may be entitled for serving as a juror other than the
allowance for travel expense.

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

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 $35.00 per day.

E. A regular employee may be excused to attend a conference, meet-
ing or convention according to the procedures agreed to on January
3, 1966.

F. Union leave of two (2) days per each fifty (50) membership
biennially will be granted by the Board, without loss of pay.
These days may be used by elected delegates or officers of the organization to attend necessary meetings.

G. The President, Vice-President, Secretary, and Treasurer, may be excused to attend either State or National organization meetings but should never be absent more than a total of ten (10) days in any one year.

H. The Board shall grant an approved leave of absence with pay and benefits to one employee to perform Union business for thirty (30) days with an option to extend such leave of absence for an additional thirty (30) days for that employee or for another employee. Further, the Board may grant at its discretion an additional thirty (30) days for such leave of absence. The Union shall reimburse the Board for all costs incurred by the Board for such employee during such leave of absence.

ARTICLE XXI - WAGES

A. Wages are officially set by action of the Board of Education. (See Appendix II).

B. Wage rates are subject to negotiations between the Union and the Board for those classifications in which representation by the Union has been established.

C. A pay step-up becomes effective on the first day of the pay period nearest to the completion of the established period of service. To qualify for a pay step-up an employee must have worked satisfactorily and have been entitled to pay for at least 75% of the time.
D. Employees reinstated within one year of resignation in good standing are restored to the same relative pay step held at the time of resignation, but are considered as new employees for purposes of attaining future step-ups.

E. The initial salary of a new employee shall be the minimum salary for the position except in unusual circumstances. However, the salary shall be no higher than the lowest salary paid to a regular employee in the same classification and with the same experience who has received all service increments.

F. When an employee is demoted for any reason, other than inefficiency or unsatisfactory performance his pay should be at the same rate he held in the higher classification if the lower classification contains such a rate; otherwise, he shall receive the rate in the new classification next lower than his rate before demotion.

G. Employees returning from military service are placed at the salary step they would have attained had they not left for military service.

H. When an employee is promoted, his pay shall be fixed at the step that will provide an increase of not less than one-half step, nor more than one and one-half steps. In no case shall the salary be less than the minimum of the classification to which the employee is promoted.

I. Effective the beginning of the pay period which includes January 1, 1986, a wage increase of 4% shall be paid in strict accordance with the attached schedule.
J. Effective the beginning of the pay period which includes January 1, 1987, a wage increase of 5% shall be paid in strict accordance with the attached schedule. There shall be a minimum spread of seven cents ($0.07) between each step in the schedule.

ARTICLE XXII - HEALTH AND WELFARE INSURANCE

A. The Board of Education will furnish for any eligible employee Blue Cross and Blue Shield coverage as follows:

(1) The Board will pay the full cost of either the individual coverage or the family coverage of the Basic Blue Cross, Basic Blue Shield, and Major Medical Supplement in one (1) package for any full-time regular employee who works at least five (5) hours per day for a minimum service period of nine (9) months who requests such coverage, less the dollar amount shown on the annual contribution schedule below which shall be periodically deducted from the employee's paycheck.

(2) The Board will pay one-half (1/2) the cost of the above coverage for any part-time employee who works in a position requiring less than five (5) hours per day for a minimum service period of nine (9) months, who requests such coverage, less the dollar amount shown on the annual contribution schedule below which shall be periodically deducted from the employee's paycheck.

(3) The employee's contribution for the Board's health plan shall be in accordance with the following contribution schedule which amounts shall be periodically deducted from the employee's paycheck:

31
The coverage includes diagnostic service and emergency care—dependent children to age 25, UCR, Major Medical.

The Major Medical deductible shall be $50 per individual and $150 per family (a maximum of $50 per family member may be applied toward the family deductible).

(4) Coverage in the Board group plan shall be limited to the following:

(a) Individual Coverage - Benefits equivalent to Basic Blue Cross, Basic Blue Shield, and Major Medical Supplementary in one (1) package.

(b) Family Coverage - Benefits equivalent to Basic Blue Cross, Basic Blue Shield, and Major Medical Supplementary in one (1) package.

B. The Board shall furnish the option of joining the Health Maintenance Plan, or "Choice Care," and shall contribute to its cost an amount equal to the cost of the Blue Cross/Blue Shield/Major Medical Coverage, less the employee's contribution to such coverage.

C. A physical examination may be required when the employee is appointed to his initial position.
D. The Board may change the health insurance carrier(s), or provide coverage through self-insurance, provided that:

1. the resultant coverage(s) is at least equivalent to the coverage(s) as of January 1, 1983;
2. the Board has given the Union 60 days' notice of the proposed change and an opportunity to be consulted about the proposed change;
3. the Board has selected the new carrier(s) through competitive bidding, unless the change is to self-insurance.

E. The Board shall pay $28 per employee per month to Ohio AFSCME Health and Welfare Fund for the purpose of providing dental benefits, life insurance, prescription drug benefits, eye care program and hearing aid benefits as more fully described in the Fund's booklets through December 31, 1987. Employee is defined as any employee in this bargaining unit regularly working 20 hours or more per week.

F. Mandatory second opinion surgery shall be required pursuant to Appendix IV.

ARTICLE XXIII - HEALTH AND SAFETY

A. Board of Education vehicles are insured. Drivers should always carry a supply of accident report forms in the glove compartment. In case of accident, observe the following as quickly as possible.

1. Call the police.
2. Call your supervisor.
(3) Avoid discussing the accident until the police arrive.
(4) If possible, take the car to the Board garage.
(5) Give the completed accident report to your supervisor.

B. Employees are protected by the Ohio Workers' Compensation Law. If valid claims are made because of an occupational disease or an injury suffered in connection with work, it may provide for medical expenses and partial salary compensation for valid claims.

Claims must be filed with the Ohio State Industrial Commission but are barred forever unless they are filed within two (2) years after the accident or death of the injured worker. This makes it important for family members to know the provisions of the law.

Even if there is doubt about eligibility, or if no medical expense is involved, it is wise to file a claim for the record as soon as possible. If the claim is allowed, the employee may file another claim if medically traceable complications resulting from the original accident occur within ten (10) years.

Salary compensation is not granted if an employee is receiving sick leave pay from the Board during the period of absence. Claim forms can be obtained from the Department of Business Services and the Union.

C. The Board shall provide employees reimbursement in an amount not to exceed $200.00 due to damage to an employee's personal property resulting from a student assault which occurred in the course of employment. An employee suffering damage to personal property as a result of such an 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. Reimbursement shall be provided to employees only in the event 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 $200.

ARTICLE XXIV - LONGEVITY
A. All regular employees shall receive a longevity increment for twenty (20) or more years of service of $0.10 per hour, granted once a year to employees who complete twenty (20) years of service by September 30; for twenty-five (25) or more years of service of $0.02 per hour (totalling $0.12 per hour), granted once a year to employees who complete twenty-five (25) years of service by September 30; for thirty (30) or more years of service of $0.03 per hour (totalling $0.15 per hour), granted once a year to employees who complete thirty (30) years of service by September 30.

Effective in 1987, all regular employees who complete twenty-five (25) or more years of service by September 30 shall receive a longevity increment increase of $0.05 per hour (totalling $0.15 per hour), and those who complete thirty (30) or more years of service by September 30 shall receive a longevity increment increase of $0.05 per hour (totalling $0.20 per hour).
B. Lunchroom employees shall also receive longevity in lieu of vacation as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Longevity Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 5 years</td>
<td>$0.08 per hour</td>
</tr>
<tr>
<td>After 10 years</td>
<td>$0.16 per hour</td>
</tr>
</tbody>
</table>

ARTICLE XXV - RETIREMENT

A. Effective July 1, 1977, all employees must become members of the Ohio School Employees Retirement System at the time of employment.

B. A percentage of each employee's total pay will be deducted from each pay check and sent to the Ohio School Employees Retirement System.

C. Members are eligible to retire when they have attained the following:

1. Age sixty (60) and have at least five (5) years of service credit.
2. Age fifty-five (55) if they have at least twenty-five (25) years of service credit.
3. Thirty (30) years of service credit allows employees to retire at any age.

D. Employees who attain age seventy (70) shall retire at the end of the retirement year during which they attain this age. Retirement year is July 1 through June 30.

E. Employees who meet retirement requirements may retire at the beginning of any month.
ARTICLE XXVI - GENERAL

A. Employees are responsible for reporting any change of name, address, and telephone number to the Civil Service Branch.

B. Employees are responsible for payment of any just debts.

C. Any employee may become a member of the Cincinnati Public School Employees Credit Union.

D. Job Descriptions: The Board shall keep on file, in the Civil Service Personnel Office, a job description for each classification, consisting of the necessary qualifications and duties of each classification. This pertains to both classified and unclassified personnel. These job descriptions may be reviewed by the Union at any time. Job descriptions for classified employees are approved by the Civil Service Commission and job descriptions for unclassified employees are approved by the Civil Service Personnel Office.

E. Contracting: If the Board believes that it is necessary to contract out any service presently performed by employees who are represented by the Union, the Board shall immediately notify the Union for the purpose of having meaningful discussions concerning such matters with the Union. During such discussions, the parties shall explore the reasons for contracting, alternatives to contracting and the effect which contracting may have on employees represented by the Union. If any employees may be displaced as a result of contracting, the Board shall endeavor to reclassify the
employees affected in positions for which they qualify or seek employment for the employees affected with the contractor before any layoff is effected.

F. The Board shall print this Agreement and the Board and the Union shall divide equally the cost of such printing.

G. Mileage: Reimbursement shall be 24 cents per mile or the maximum reimbursement allowed by the IRS for employee business expense, whichever is the lower.

ARTICLE XXVII - INSTRUCTOR ASSISTANTS

A. Inservice: In 1986, the Board shall provide an inservice day or partial days to the equivalent of one (1) day for instructor assistants on a district-wide or individual building basis as determined by the superintendent who will establish the format and schedule for the inservice activities. In 1987, the Board shall provide a second inservice day or partial days to the equivalent of one (1) day under the same conditions.

B. Longevity: All instructor assistants shall receive a longevity increment for ten (10) or more years of service of $0.08 per hour, granted once a year to instructor assistants who complete ten (10) years of service by September 30.

Effective in 1987, all instructor assistants shall receive a longevity increment for fifteen (15) or more years of service of $0.08 per hour (totaling $0.16 per hour), granted once a year to instructor assistants who complete fifteen (15) years of service by September 30.
C. If a principal assigns an instructor assistant to monitor a class under that principal's supervision in the absence of a teacher, the instructor assistant shall receive one dollar and five cents ($1.05) per hour additional pay as compensation for the additional work assigned. Effective January 1987, the rate shall increase to one dollar and ten cents ($1.10) per hour.

D. Instructor assistants shall be notified in writing by the Civil Service Personnel Office if they are not to be re-employed for the ensuing school year. This notice will be given prior to the closing of school in June.

Any employee receiving notice of their employment terminating under this section shall be given the reason in writing. Such reason shall be subject to the grievance procedure.

E. Instructor assistants shall return to their assignments the ensuing school year unless notified in writing by the Civil Service Personnel Office. Whenever possible, the employee shall receive this notice at least 10 days prior to the opening of school in September.

F. Instructor assistants shall be notified of their work days, in accordance with the official school calendar, by September 15th of each school year.

G. Other provisions of this Agreement continue to apply to instructor assistants unless specified otherwise.
ARTICLE XXVIII - AMENDMENT

This Agreement may be amended by mutual written agreement of the Board and the Union. Nevertheless, the parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, and that the understandings 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 the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject matter not specifically referred to or covered by this Agreement.

ARTICLE XXIX - EFFECTIVE DATE AND TERMINATION

This Agreement shall expire on December 31, 1987.

FOR THE UNION:

LOCALS 232 AND 1938,
OHIO COUNCIL 8, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Ohio Council 8, Staff Representative

FOR THE BOARD OF EDUCATION:

Director of Employee Relations

Local 232, President

Local 1938, President
APPENDIX I

BARGAINING UNIT POSITIONS FOR A.F.S.C.M.E.
LOCALS 232 and 1938

Automotive Repair Helper
Cook I
Cook II
Cook Manager
Custodian I
Custodian II
Custodian III
Custodian IV
Custodian V
Exterminator
Food Service Helper
Head Storekeeper
Assistant School Community Center Coordinator
Instructor Assistant I
Instructor Assistant II
Lunchroom Porter
Maintenance Crew Foreman
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Maintenance Worker IV
Manager, Class II
Pastry Cook I
Pastry Cook II
Salad Maker
Stockhandler
Storekeeper
Truck Driver
APPENDIX II

G. CLEANING EMPLOYEES

Effective the first full pay period in January 1986

<table>
<thead>
<tr>
<th>POSITION</th>
<th>SERVICE PERIOD</th>
<th>BASIS</th>
<th>SALARY STEPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodian I</td>
<td>52 wks.</td>
<td>Bwk.</td>
<td>545.60 - 577.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td>6.82 - 7.22</td>
</tr>
<tr>
<td>Custodian II</td>
<td>52 wks.</td>
<td>Bwk.</td>
<td>596.80 - 628.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td>7.46 - 7.86</td>
</tr>
<tr>
<td>Custodian III</td>
<td>52 wks.</td>
<td>Bwk.</td>
<td>654.40 - 676.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td>8.18 - 8.43</td>
</tr>
<tr>
<td>Custodian IV</td>
<td>52 wks.</td>
<td>Bwk.</td>
<td>693.60 - 725.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td>8.67 - 9.03</td>
</tr>
<tr>
<td>Custodian V</td>
<td>52 wks.</td>
<td>Bwk.</td>
<td>742.40 - 774.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td>9.28 - 9.52</td>
</tr>
</tbody>
</table>

1/ Employees in the above classifications shall be eligible for a 10 cents per hour longevity increment for 20 or more years of service; 2 cents additional (12 cents total) for 25 or more years of service; 3 cents additional (15 cents total) for 30 or more years of service. This increment shall be granted once a year to employees who complete 20, 25, or 30 years of service by September 30.

A leadperson will be appointed, and may be designated as "in charge" to function in the role of supervisor of custodial service in addition to his/her regular work, whenever: (1) four or more full-time employees of the same classification are on duty at the same location without a supervisor being assigned; and (2) two or more full-time employees of the same classification are on duty at the same location during a supervisor's vacation period. Leadperson will receive $15.00 biweekly additional compensation.

NOTES:

Any custodian assigned as a power plant trainee shall receive $10.00 biweekly additional compensation.

Whenever it becomes necessary to establish regular work shifts, all civil service employees assigned to shifts shall be paid a shift differential of 10 cents per hour in addition to the day rate for not to exceed 8 hours worked in any shift ending after 6 P.M. but not later than 12 midnight; and 15 cents per hour for not to exceed 8 hours worked in any shift ending after 12 midnight but not later than 8 A.M.

All biweekly salaries are based on 80 hours of work.
F. FOOD SERVICE EMPLOYEES

Effective the first full pay period in January 1986

<table>
<thead>
<tr>
<th>POSITION</th>
<th>SERVICE PERIOD</th>
<th>BASIS</th>
<th>SALARY STEPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager, Class II</td>
<td>Sch.Yr.</td>
<td>Bwk.</td>
<td>657.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td>8.22</td>
</tr>
<tr>
<td>Cook I</td>
<td>Sch.Yr.</td>
<td>Bwk.</td>
<td>578.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td>7.23</td>
</tr>
<tr>
<td>Cook II</td>
<td>Sch.Yr.</td>
<td>Bwk.</td>
<td>549.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td>6.87</td>
</tr>
<tr>
<td>Cook Manager</td>
<td>Sch.Yr.</td>
<td>Bwk.</td>
<td>598.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td>7.48</td>
</tr>
<tr>
<td>Food Service Helper /3</td>
<td>Sch.Yr.</td>
<td>Bwk.</td>
<td>515.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td>6.44</td>
</tr>
<tr>
<td>Lunchroom Porter</td>
<td>Sch.Yr.</td>
<td>Bwk.</td>
<td>540.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td>6.75</td>
</tr>
<tr>
<td>Pastry Cook I</td>
<td>Sch.Yr.</td>
<td>Bwk.</td>
<td>561.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td>7.02</td>
</tr>
<tr>
<td>Pastry Cook II</td>
<td>Sch.Yr.</td>
<td>Bwk.</td>
<td>549.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td>6.87</td>
</tr>
</tbody>
</table>

1/ Lunchroom employees shall be eligible for longevity increments in lieu of vacation for regularly appointed hours, (excludes overtime and temporary increased hours) for the following classifications: Cook I, Cook II, Cook Manager, Pastry Cook I, Pastry Cook II, Food Service Helper, and Lunchroom Porter, Manager, Class II.

After 5 years of service - $ 6.40 added to the base biweekly rate
After 10 years of service - $12.80 added to the base biweekly rate

Employees in the above classifications shall also be eligible for service longevity increments as follows: 10 cents per hour longevity increment for 20 or more years of service; 2 cents additional (12 cents total) for 25 or more years of service; 3 cents additional (15 cents total) for 30 or more years of service. This increment shall be granted once a year to employees who complete 20, 25, or 30 years of service by September 30.

2/ A Cook I will receive an additional $24.00 biweekly when assigned the additional duties of Central Kitchen cook-production supervisor.

3/ Food Service Helper "in charge" will receive an additional 50 cents per hour.

NOTE: All biweekly salaries are based upon 80 hours of work.

*****
### I. OTHER CIVIL SERVICE EMPLOYEES

**Effective the first full pay period in January 1986**

<table>
<thead>
<tr>
<th>POSITION</th>
<th>SERVICE PERIOD</th>
<th>BASIS</th>
<th>SALARY STEPS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Bwk.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td></td>
</tr>
<tr>
<td>Automotive Repair Helper /1</td>
<td>52 wks.</td>
<td></td>
<td>636.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>654.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>673.60</td>
</tr>
<tr>
<td>Head Storekeeper /1</td>
<td>52 wks.</td>
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<td>937.60</td>
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<td>674.40</td>
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<tr>
<td>Storekeeper /1</td>
<td>52 wks.</td>
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<td>706.40</td>
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<td>725.60</td>
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<td>744.80</td>
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<td>Truck Driver /1</td>
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<td>744.80</td>
</tr>
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</table>

1/ Employees in the above classifications shall be eligible for a 10 cents per hour longevity increment for 20 or more years of service; 2 cents additional (12 cents total) for 25 or more years of service; 3 cents additional (15 cents total) for 30 or more years of service. This increment shall be granted once a year to employees who complete 20, 25, or 30 years of service by September 30.

2/ When assigned to backhoe operation, operator will receive 50 cents additional per hour.

**NOTES:**

A Truck Driver may be designated as "in charge" and receive $20.30 biweekly additional compensation.

Whenever it becomes necessary to establish regular work shifts, all civil service employees assigned to shifts shall be paid a shift differential of 10 cents per hour in addition to the day rate for not to exceed 8 hours worked in any shift ending after 6 P.M. but not later than 12 midnight; and 15 cents per hour for not to exceed 8 hours worked in any shift ending after 12 midnight but not later than 8 A.M.

All biweekly salaries are based on 80 hours of work.

****
J. UNCLASSIFIED CIVIL SERVICE EMPLOYEES /1
Effective the first full pay period in January 1986

<table>
<thead>
<tr>
<th>POSITION</th>
<th>BASIS</th>
<th>SALARY STEPS</th>
</tr>
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<tbody>
<tr>
<td>Assistant School-Community Coordinator</td>
<td></td>
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<tr>
<td>Bwk.</td>
<td>565.60</td>
<td>566.00 617.60 678.40</td>
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<tr>
<td>Hr.</td>
<td>7.07</td>
<td>7.07 7.72 8.48</td>
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<td>Bwk.</td>
<td>482.40</td>
<td>482.40 523.20 562.40</td>
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<td>6.03 6.54 7.03</td>
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<td>Instructor Assistant II/2/3/4</td>
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<td>Bwk.</td>
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<td>570.40 625.60 684.80 743.20</td>
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<td>Hr.</td>
<td>7.13</td>
<td>7.13 7.82 8.56 9.29</td>
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</tbody>
</table>

1/ Employees in these positions will not be granted any vacation with pay except in those positions which are scheduled for a 52-week work year.

2/ An Instructor Assistant II designated as a lead security aide "in charge" shall receive $40.00 biweekly additional compensation.

3/ An Instructor Assistant I or II assigned by the principal to monitor a classroom in the absence of a teacher shall receive $1.05 per hour additional pay as compensation for the additional work assignment.

Instructor Assistant I and II shall be eligible for a 10 cents per hour longevity increment for 20 or more years of service; 2 cents additional (12 cents total) for 25 or more years of service; 3 cents additional (15 cents total) for 30 or more years of service. This increment shall be granted once a year to employees who complete 20, 25, or 30 years of service by September 30.

4/ Instructor Assistants will be eligible for longevity increments in lieu of vacation for regularly appointed hours (excludes overtime and temporary increased hours).

After 10 years of service - 8 cents

NOTE:
- All biweekly salaries are based on 80 hours of work.

****
### C. CLEANING EMPLOYEES /I

Effective the first full pay period in January 1987

<table>
<thead>
<tr>
<th>POSITION</th>
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<th>BASIS</th>
<th>SALARY STEPS</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Bwk.</td>
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<td>594.40</td>
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<td>606.40</td>
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<td>Hr.</td>
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</tr>
<tr>
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<tr>
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<td></td>
<td>7.58</td>
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<tr>
<td>Custodian</td>
<td>52 wks.</td>
<td>7.83</td>
<td>626.40</td>
</tr>
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<td></td>
<td></td>
<td>637.60</td>
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<td></td>
<td></td>
<td></td>
<td>660.00</td>
</tr>
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<td></td>
<td></td>
<td>Hr.</td>
<td>8.59</td>
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<td>8.85</td>
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<td>Custodian</td>
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<td>687.20</td>
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<td>Hr.</td>
<td>9.48</td>
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<tr>
<td>Custodian</td>
<td>52 wks.</td>
<td>9.48</td>
<td>728.00</td>
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<td>758.40</td>
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<tr>
<td>Custodian</td>
<td>52 wks.</td>
<td>10.00</td>
<td>779.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td></td>
</tr>
</tbody>
</table>

1/ Employees in the above classifications shall be eligible for a 10 cents per hour longevity increment for 20 or more years of service; 5 cents additional (15 cents total) for 25 or more years of service; 5 cents additional (20 cents total) for 30 or more years of service. This increment shall be granted once a year to employees who complete 20, 25, or 30 years of service by September 30.

A leadperson will be appointed, and may be designated as "in charge" to function in the role of supervisor of custodial service in addition to his/her regular work, whenever: (1) four or more full-time employees of the same classification are on duty at the same location without a supervisor being assigned; and (2) two or more full-time employees of the same classification are on duty at the same location during a supervisor's vacation period. Leadpersons will receive $15.00 biweekly additional compensation.

NOTES:

Any custodian assigned as a power plant trainee shall receive $10.00 biweekly additional compensation.

Whenever it becomes necessary to establish regular work shifts, all civil service employees assigned to shifts shall be paid a shift differential of 10 cents per hour in addition to the day rate for not to exceed 8 hours worked in any shift ending after 6 P.M. but not later than 12 midnight; and 15 cents per hour for not to exceed 8 hours worked in any shift ending after 12 midnight but not later than 8 A.M.

All biweekly salaries are based on 80 hours of work.

*****
### F. FOOD SERVICE EMPLOYEES

Effective the first full pay period in January 1987

<table>
<thead>
<tr>
<th>POSITION</th>
<th>SERVICE PERIOD</th>
<th>BASIS</th>
<th>SALARY STEPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager, Class II</td>
<td>Sch. Yr.</td>
<td>Bwk.</td>
<td>690.40</td>
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<tr>
<td></td>
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<td>Hr.</td>
<td>8.63</td>
</tr>
<tr>
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<td>Sch. Yr.</td>
<td>Bwk.</td>
<td>607.20</td>
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<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td>7.59</td>
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<tr>
<td>Cook I /2</td>
<td>Sch. Yr.</td>
<td>Bwk.</td>
<td>576.80</td>
</tr>
<tr>
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<td>Hr.</td>
<td>7.21</td>
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<td>Cook II</td>
<td>Sch. Yr.</td>
<td>Bwk.</td>
<td>628.00</td>
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<td></td>
<td>Hr.</td>
<td>7.85</td>
</tr>
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<td>Cook Manager</td>
<td>Sch. Yr.</td>
<td>Bwk.</td>
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<td>6.76</td>
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<td>Sch. Yr.</td>
<td>Bwk.</td>
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<td></td>
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<td>7.09</td>
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<td>Lunchroom Porter</td>
<td>Sch. Yr.</td>
<td>Bwk.</td>
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<td>Pastry Cook I</td>
<td>Sch. Yr.</td>
<td>Bwk.</td>
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<td>7.21</td>
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<td>Pastry Cook II</td>
<td>Sch. Yr.</td>
<td>Bwk.</td>
<td>589.60</td>
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<tr>
<td></td>
<td></td>
<td>Hr.</td>
<td>7.37</td>
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</table>

1/ Lunchroom employees shall be eligible for longevity increments in lieu of vacation for regularly appointed hours, (excludes overtime and temporary increased hours) for the following classifications: Cook I, Cook II, Cook Manager, Pastry Cook I, Pastry Cook II, Food Service Helper, and Lunchroom Porter, Manager, Class II.

   After 5 years of service - $6.40 added to the base biweekly rate
   After 10 years of service - $12.80 added to the base biweekly rate

Employees in the above classifications shall also be eligible for service longevity increments as follows: 10 cents per hour longevity increment for 20 or more years of service; 2 cents additional (12 cents total) for 25 or more years of service; 3 cents additional (15 cents total) for 30 or more years of service. This increment shall be granted once a year to employees who complete 20, 25, or 30 years of service by September 30.

2/ A Cook I will receive an additional $24.00 biweekly when assigned the additional duties of Central Kitchen cook-production supervisor.

3/ Food Service Helper "in charge" will receive an additional 50 cents per hour.

NOTE:

All biweekly salaries are based upon 80 hours of work.

*****

47
<table>
<thead>
<tr>
<th>POSITION</th>
<th>SERVICE PERIOD</th>
<th>BASIS</th>
<th>SALARY STEPS</th>
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<tr>
<td></td>
<td></td>
<td>Bwk.</td>
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<td></td>
<td></td>
<td>Hr.</td>
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</tr>
<tr>
<td>Automotive Repair Helper /1</td>
<td>52 wks.</td>
<td>668.00</td>
<td>687.20</td>
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<td>8.35</td>
<td>8.59</td>
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<tr>
<td>Head Storekeeper /1</td>
<td>52 wks.</td>
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<td>12.05</td>
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<td>Stockhandler /1</td>
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<td>688.00</td>
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<td>8.34</td>
<td>8.60</td>
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<tr>
<td>Storekeeper /1</td>
<td>52 wks.</td>
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<td>9.27</td>
<td>9.52</td>
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<tr>
<td>Truck Driver /1</td>
<td>52 wks.</td>
<td>741.60</td>
<td>761.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9.27</td>
<td>9.52</td>
</tr>
</tbody>
</table>

1/ Employees in the above classifications shall be eligible for a 10 cents per hour longevity increment for 20 or more years of service; 5 cents additional (15 cents total) for 25 or more years of service; 5 cents additional (20 cents total) for 30 or more years of service. This increment shall be granted once a year to employees who complete 20, 25, or 30 years of service by September 30.

2/ When assigned to backhoe operation, operator will receive 50 cents additional per hour.

NOTES:

A Truck Driver may be designated as "in charge" and receive $20.30 biweekly additional compensation.

Whenever it becomes necessary to establish regular work shifts, all civil service employees assigned to shifts shall be paid a shift differential of 10 cents per hour in addition to the day rate for not to exceed 8 hours worked in any shift ending after 6 P.M. but not later than 12 midnight; and 15 cents per hour for not to exceed 8 hours worked in any shift ending after 12 midnight but not later than 8 A.M.

All biweekly salaries are based on 80 hours of work.
J. UNCLASSIFIED CIVIL SERVICE EMPLOYEES /1
Effective the first full pay period in January 1987

<table>
<thead>
<tr>
<th>POSITION</th>
<th>BASIS</th>
<th>SALARY STEPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant School-Community</td>
<td>Bwk.</td>
<td>593.60</td>
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<tr>
<td>Coordinator</td>
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<td>648.80</td>
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<td>Instructor Assistant I /3 /4</td>
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<td>9.75</td>
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</tbody>
</table>

1/ Employees in these positions will not be granted any vacation with pay except in those positions which are scheduled for a 52-week work year.

2/ An Instructor Assistant II designated as a lead security aide "in charge" shall receive $40.00 biweekly additional compensation.

3/ An Instructor Assistant I or II assigned by the principal to monitor a classroom in the absence of a teacher shall receive $1.10 per hour additional pay as compensation for the additional work assignment.

   Instructor Assistant I and II shall be eligible for a 10 cents per hour longevity increment for 20 or more years of service; additional 5 cents (15 cents total) for 25 or more years of service; additional 5 cents (20 cents total) for 30 or more years of service. This increment shall be granted once a year to employees who complete 20, 25, or 30 years of service by September 30.

4/ Instructor Assistants will be eligible for longevity increments in lieu of vacation for regularly appointed hours (excludes overtime and temporary increased hours).

   After 10 years of service - 8 cents
   After 15 years of service - 8 cents (16 cents total)

NOTE:

   All biweekly salaries are based on 80 hours of work.

****
APPENDIX III

AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

Name ____________________________________________________________

Employer No. ___________________________ Dept. _______________________

Effective ___________________________ I hereby authorize

Beginning of Pay Period

to deduct from my earnings, my union dues in the amount of $___________ each

____________ and pay them to OHIO COUNCIL 8, AFSCME, AFL-CIO.

Upon notification by the Union in writing that the monthly dues have been
changed, the Finance Department is authorized to change my deduction accordingly.
This authorization shall be in effect until modified by the Agreement, or the termi-
nation of my employment.

Date: ____________ (Employee's Signature) _____________________

Address: ___________________________________________________________

LOCAL UNION RECORD of Membership by Payroll Deduction

NAME ___________________________ (PLEASE PRINT)

Address ___________________________ Telephone No. _______________________

AGENCY ___________________________ LOCATION _______________________

DEPARTMENT ______________________ LOCAL UNION ___________________

STEWARD _________________________

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APPENDIX IV

SECOND SURGICAL OPINION FOR SELECTED SURGERIES

Surgery? Get a Second Opinion

Now, when elective, non-emergency surgery is recommended for you or one of your covered dependents, you can get a second opinion -- free.

Your group medical plan will pay 100% of reasonable and customary charges associated with getting a second medical opinion from a consulting surgeon before you undergo elective, non-emergency surgery.

What is Elective, Non-Emergency Surgery?

Elective, non-emergency surgery is surgery that can be postponed or avoided without undue risk to the patient.

Why Get a Second Opinion?

When elective, non-emergency surgery is recommended, you have time to consider your options.

While one surgeon may feel that surgery is the best way to treat your medical problem, another may suggest postponing or avoiding that operation in favor of alternate, non-surgical treatment.

On the other hand, a second opinion may offer you the assurance you want that surgery is indeed necessary.

In either case, a second opinion will help you make a more informed decision whether or not you or your dependent should undergo the operation.

How Second Opinion Works

Under program guidelines, if you are advised by a physician that you need one of the 12 surgeries listed below, you must obtain the opinion of another physician in order to receive full contract benefits for surgery:

- Removal of hemorrhoids (hemorrhoidectomy)
- Repair of hernia (herniorrhaphy)
- Removal of gall bladder (cholecystectomy)
- Removal of cataracts (cataract extraction)
- Removal of cartilage of the knee (meniscectomy)
- Removal of tonsils or adenoids (tonsillectomy and adenoidecтомy)
- Partial removal of the cartilage of the septum of the nose (submucous resection)
- Partial removal of prostate through the urethra (transurethral resection/prostate)
- Removal of the bony structure of the spine (laminectomy)
- Removal of the uterus (hysterectomy)
- Total knee replacement
- Total hip replacement
How Do You Get a Second Opinion?

When you or one of your covered dependents is advised by a surgeon to undergo elective, non-emergency surgery, just follow these steps:

1. Obtain the special form for second opinion surgery benefits. If you have any questions, contact the second opinion surgery referral center at your claim office.

2. If you wish, the referral center will provide you with the names of several surgical consultants in the appropriate surgical specialty. Wherever possible, the coordinator will give consideration to your choice of geographical locations of the consulting surgeons.

You may choose any physician for this second opinion as long as he is not associated with your own physician or surgeon.

Once you have selected a consulting surgeon, call to make your appointment. Bring the special second opinion claim form with you to the consultation, for completion by the consulting surgeon.

If the first and second opinions differ, you may elect to receive a third consultation -- at no cost.

Do the Results of the Consultation Affect Your Medical Benefits?
If you do not obtain a consultation prior to having one of the 12 identified surgeries, payment for the surgical fee will be reduced by 50 percent. If you decide to have the surgery after obtaining a consultation, payment will be made at the full contract amount.

Second opinions are not required for documented emergencies or for surgeries other than those listed. In these cases, payment will be made at the full contract amount whether or not a second opinion is obtained.

How Will Your Doctor React?
Most doctors welcome a second opinion, agreeing that it can be valuable to both the patient and the doctor by resolving doubts about the need for elective non-emergency surgery.

The concept of a second surgical opinion is increasingly accepted in the medical community. Now, cost barriers have been removed from obtaining this additional information.

We encourage you to use this valuable benefit of your medical plan.
Director of Employee Relations  
CINCINNATI BOARD OF EDUCATION  
230 EAST NINTH STREET  
CINCINNATI , OH. 45202  

PREVIOUS AGREEMENT EXPIRED  
DECEMBER 30, 1985  

Respondent:  

We have in our file of collective bargaining agreements a copy of your agreement(s):  

Cincinnati Ohio Bd of Educ Nonteaching LU 232 1938 OHIO  

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules— negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.  

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.  

Sincerely yours,  

JANET L. NORWOOD  
Commissioner  

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).  

If more than one agreement, use back of form for each document. (Please Print)  

1. Approximate number of employees involved __________________ 2500  

2. Number and location of establishments covered by agreement __________________ Cincinnati Public Schools  

3. Product, service, or type of business __________________ Non-Teaching Personnel (excl. secretaries & plant operators)  

4. If your agreement has been extended, indicate new expiration date __________________  

Your Name and Position __________________  

Address __________________  

City/State/ZIP Code  

BLS 2452 (Rev. August 1984)