

Cincinnati Federation of Office Professionals C.F.O.P.

Collective Bargaining Agreement July 1, 2017



**CHAPTER-CFT
LOCAL 1520
OFT, AFT, AFL-CIO**



**CINCINNATI
BOARD OF EDUCATION**

Blue Cover with Purple Ribbon—In honor of Sandra Faulkner, CFOP President who passed away from complications of pancreatic cancer. Sandra had been employed with Cincinnati Public Schools since 1977. Sandra served as CFOP President for eight years. Born July 5, 1950, Sandra was granted her angel wings at the age of 66 on April 7th, 2017. The color blue was one of Sandra's favorite colors and the purple ribbon brings awareness to pancreatic cancer.

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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 Federation of Cincinnati Office Professionals/CFT Local 1520, OFT, AFT, AFL-CIO (hereinafter called "the Federation"), 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:

UnSigned
Proof Copy

ARTICLE I: Recognition

1. The Board recognizes the Federation 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 Special Service Assistant hired before 12/31/96; Physical Therapy Assistants, Occupational Therapists Assistants; Sr. Buyer, Buyer , and Assistant Buyer; Auxiliary Services Clerks in non-public schools who work fifty percent (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

1. 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 Federation or as a result of negotiations with the Board, or instigation or investigation of any grievance under this Agreement.
2. 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.
3. 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.
4. The Federation may file a grievance directly to Level III, if any part of the Protection Clause is violated.

ARTICLE III: Past Practices

1. The Board and the Federation recognize the existence of certain practices and policies that have not been formalized into written documents. The parties recognize these practices and policies as part of the labor management relationship, working conditions and job benefits. They also acknowledge that if not formalized into written documents by the end of the life of each collective bargaining agreement in which they come to exist they cease to exist going forward.

2. Therefore, the Board's Civil Service Supervisor/Manager and the CFOP President shall meet on a monthly basis to commemorate such practices to written form so as to avoid any dispute that might arise from them not being defined in written form. These written documents shall then be incorporated into the next collective bargaining agreement. During these meetings they will also discuss working conditions, including health and safety matters and job benefits which affect employees represented by the Federation. In addition, they will review positions and organization of work in the school district and recommend to the Superintendent the creation, where appropriate, of additional positions. They 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 Federation 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: Federation Rights

1. The following organizational rights shall not be enjoyed by any rival organization.
2. The Federation shall be able to use existing bulletin board(s) or place bulletin boards at the Education Center and Iowa Street locations in a mutual agreeable location(s) that are visible to employees.
3. The Federation shall be represented on committees established by the Board when other employee groups are represented.
4. The facilities requested by the Federation shall not be denied, except where there is a previously announced and conflicting meeting or activity.
5. 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 Federation upon request at cost. The Federation 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.
6. The Federation 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.
7. The Federation 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 Federation representative announced his/her presence to the principal, or to the person in charge if the principal is not immediately available.
8. The Board shall provide the Federation 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 twenty (20) days of the first paycheck, to the Federation 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.
9. The Federation shall be notified of any proposed change in policy or procedure affecting its employees before the change is put into effect. The Federation 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 Federation is notified and given an opportunity to make recommendations, the Federation, upon request, shall be given an opportunity to make recommendations and, where appropriate, the policy or procedure will be reconsidered.

10. Upon ratification of the contract, the Federation shall have one thousand (1,000) copies printed; the Board and the Federation 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 Federation.
11. 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 Federation monthly, or less frequently if the Federation so requests. The Federation shall be charged no more than four cents (\$.04) per deduction and ten dollars (\$10.00) per transmittal to defray the cost of making the deductions. Employees who desire to cancel COPE deductions shall notify the Federation in writing. The Federation shall transmit the cancellations promptly to the Board. Under no circumstances shall the Federation deny the right of employees to revoke the authorization of payroll deduction of Federation COPE contributions.
 - a. The Board shall not be liable to the Federation for the remittance or payment of any sum other than that constituting actual deductions made from the wages of office employees. The Federation 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.

Federation Dues

1. The Board shall deduct the uniform and periodic Federation 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 Federation promptly following the delivery of paychecks to employees. The Board shall make every effort to transmit dues within five (5) days of paycheck delivery.
2. Office Professionals who desire to cancel Federation dues deduction shall obtain from the Federation a "cancellation of dues deduction" form, complete it and return the form to the Federation. A "cancellation of dues deduction" form may be submitted by the Office Professional only during a thirty (30) day period ending February 15 of each year, to enable the Federation to adjust its annual budget based on anticipated dues revenue. Any cancellation of dues deduction by an Office Professional shall become effective as of the following September 1 of the year when cancellation is requested. The Federation shall transmit the original "cancellation of dues deduction" form promptly to the Board. Under no circumstances shall the Federation deny the right of any Office Professional to revoke an authorization of payroll deduction of union dues when revocation is properly requested as allowed by this paragraph. The Federation 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.

- a. The Board shall charge the Federation no fee for deducting or transmitting Federation dues.
- b. The Board shall provide the Federation promptly after each pay period, a computerized alphabetical list of all employees who authorized deduction of Federation 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.

Fair Share Fee

1. 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 CFOP shall pay to CFOP, through deductions from each paycheck, their fair share of the costs of the collective bargaining services rendered by the CFOP 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.
 - a. 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 CFOP, provided, however, that the CFOP shall submit to the Board at least fourteen (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 CFOP, 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 CFOP 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 fourteen (14) days prior to the first paycheck to employees at the beginning of each school year, pursuant to the CFOP "Non-member Fair Share Payments Implementation and Appeal Procedure", a copy of which is attached to this contract as Appendix A.
2. The CFOP 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 CFOP President by regular U.S. mail or by delivery to the CFOP 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 CFOP and the manner in which the employee may obtain a copy of the CFOP's internal appeal procedure.

- a. Prior to the delivery of the first paycheck due to employees in September of each school year, the CFOP shall distribute the notice and appeal procedure described above by: (1) posting it on the CFOP bulletin board in each building; (2) summarizing the notice and the internal appeal procedure in a CFOP newspaper distributed to all bargaining unit members in the first month of the school year; and (3) providing CFOP building representatives with copies of the notice for distribution to employees identified as non-member employees of the Board pursuant to Section 1: Fair Share Fee
- b. Upon the CFOP's timely receipt of an objection under CFOP's internal appeal procedure, the CFOP shall deposit in an escrow account, separate from all other CFOP 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 CFOP 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 CFOP'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 CFOP and any objector(s), or if the objector(s) abandons the objection.
- c. 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 CFOP, the CFOP 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.
- d. As an express condition to the Board's agreement to grant a fair share fee arrangement to the CFOP, the CFOP 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 CFOP. The union's counsel shall be the lead counsel during any litigation concerning the fair share fee.
- e. Nothing in this Article shall inhibit or interfere with the rights of any employees objecting to the payment of CFOP 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.

3. In order to enjoy fair share fee, CFOP and CFT shall have a membership equal to seventy percent (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, CFOP shall have a membership equal to seventy percent (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.
4. The Federation 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.

Federation Leave

1. Upon request of the Federation, up to four designees shall be assigned to the Federation to conduct Federation 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 Federation 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.
2. Upon notice to the Civil Service Personnel Office that the employee assigned to the Federation wishes to return to regular service, the employee shall be placed within ninety (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 Federation.
3. Up to a total of forty (40) days per year will be provided to the Federation 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 Federation to be granted leave, has attendance less than ninety-five percent (95%) due to sick leave and/or personal leave only, the Superintendent's designee for Labor Relations may notify the Federation. The leave shall still be granted, but the Federation will be assessed half the cost of the substitute for the leave.
4. The Federation shall also enjoy the non-exclusive right to transact Federation business and conduct meetings on Board property before or after the regular school day.

ARTICLE V: Grievance Procedure

Definitions

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 request shall be submitted to the CFOP President or Field Representative.

For a true grievance to have occurred there must have been a violation of the collective bargaining agreement by an administrator or a supervisor – a dispute with another employee or Union member is not considered a grievance.

Grievant

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

Days

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

Expediting Grievances

Grievances shall be expedited. The time limits specified may be extended by mutual agreement. In all cases, every effort shall be made to resolve grievances prior to the end of the current school year.

Federation Right

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

Purpose

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.

Conferences

Prior to filing a written grievance, an employee may request a conference with the immediate 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 a Federation representative at such a conference.

Hearings/Conferences

Hearing 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.

Rights of Grievant/ Representative

Every employee shall be represented by the Federation 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 Federation 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.

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.

Procedure

Level I:

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 a Federation 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 Federation.

Level II:

In the event a grievance has not been satisfactorily resolved at Level I, the Federation shall file, within five (5) days of the principal's or the appropriate administrator's written decision at Level I, a copy of the grievance with the designee for Labor Relations. Within five (5) days after such written grievance is filed, the grievant, the Federation and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file his/her decision within

five (5) days of the Level II conference and communicate it to the grievant and the Federation.

At the request of either the Board or the Federation grievance mediation shall occur after the Level II grievance conference. The Board and the Federation shall agree on an agency, individual, or panel to provide such mediation services. The parties shall develop specific procedures for the grievance mediation, with the assistance of the mediator. If grievance mediation is requested, time limits are suspended until the mediation occurs.

Level III:

A final Level III conference between the Federation and the Superintendent's designee(s) shall be conducted within five (5) days of the final mediation session, unless the grievance is resolved through mediation.

Level IV:

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

The arbitrator will be selected as follows:

The Board and the Federation 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.

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.

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.

The arbitrator selected for a particular grievance is expected to schedule a hearing with the parties within thirty (30) days and to issue a written opinion to the Superintendent within thirty (30) days after the close of the hearing.

Each party shall bear its own costs if any.

ARTICLE VI: Hours of Work

Work Schedule

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 Assistant Buyers whose normal work week shall be forty (40) hours. The work week begins with shifts starting after 11:59 P.M. Saturday.
2. 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.
3. 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 sixty (60) minutes when the building cafeteria is not in operation of which only forty-five (45) minutes shall be unpaid. School building employees shall have a thirty (30) minutes unpaid lunch period on student session days and shall be allowed sixty (60) minutes on non-student session days of which only thirty (30) minutes shall be unpaid. Employees may leave the building during lunch.
4. Rest Periods - Each employee shall have a fifteen (15) minutes 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.
5. The annual term of service for Senior Support Specialists in elementary schools will be the same as that of their respective principal. School based Support Specialists shall work at least five (5) days before the first day of school for students.

Overtime

1. An employee assigned to work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall either be paid time-and-one-half (1.50) their regular rate or receive compensatory time off on the basis of one-and-a-half (1.50) 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.
2. The Board will budget one-hundred and twenty-five thousand dollars (\$125,000.00) 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.

3. An employee who has earned compensatory time shall notify the principal/administrator of their intention to take time off within thirty (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 thirty (30) days. At any time within the sixty (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.
 - a. 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.
4. 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.

ARTICLE VII: School Closing

Weather Emergencies

1. When the Superintendent authorizes school closing due to Acts of God, employees will be paid for the number of calamity days authorized by the State of Ohio/Ohio Department of Education. Employees will not be required to work and will not be paid on any additional calamity days. Employees will be permitted to use Annual Leave, Personal Leave or Compensatory time for additional calamity day(s) school/district closure(s). Employees will be required to work and will be paid on calamity make-up days for time worked at their normal rate of pay.
2. The Board and the Association further recognize the Administration's right to call in year-round employees to work on a district-paid calamity day. No employee shall be called in on a district-paid calamity day when the department/school Administrator is not present at the worksite.
3. Employees called in to work on a district-paid calamity day shall be paid an additional seventy-five (\$75.00) per day/person.
4. The employee has the right to refuse to work on a district-paid calamity day without any adverse action being brought against them.

ARTICLE VIII: Classification and Duties

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. All Elementary/K-8 schools with three hundred (300) students or more shall be staffed with no fewer than two (2) CFOP represented Senior Elementary Support Specialist.
4. The CFOP President (or designee) shall be included in the district-wide budgeting process. The CFOP President (or designee) shall fill one of the CFT positions on the Budget Commission.
5. 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.
6. No position shall be downgraded to a lower paying classification without the completion of a job study.
7. Before any position is reduced from school year or year round, the incumbent employee shall be offered another position within the same classification and within the same work year.
8. 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.
9. 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 twenty dollars (\$20.00) biweekly for each of the aforementioned duties.

Clerical Specialist, Clerical Resource Team, and Clerical Sub Team

1. The Board shall maintain a three-member Clerical Resource Team. Vacancies shall be posted as positions become vacant. The team shall be made up of two (2) year round positions and one (1) school year position. Clerical Resource Team members shall be paid and classified at the lead secretary level.
2. The Board shall maintain a three-member Clerical Sub Team. Vacancies shall be posted as positions become vacant. The team shall be made up of two (2) year school year positions and one (1) year round position. Team members shall be paid and classified at the Senior Support Specialist level.

3. The Board shall maintain one (1) Clerical Specialist.
4. Members of the Clerical Resource Team, Clerical Sub Team, and Clerical Specialist shall have a one (1) year probationary period from the date of appointment.
5. Clerical Resource Team or Clerical Specialist coverage will only be provided if an employee is out for at least five (5) consecutive work days.
6. In an effort to provide coverage for schools/offices experiencing the short term absence of clerical personnel on leave, a rotation schedule of the Clerical Sub Team will be devised through the joint efforts of the Manager of Civil Service Personnel, Clerical Specialist and the Clerical Resource Team.
7. In an effort to provide training and coaching to clerical personnel, a rotation schedule of the Clerical Resource Team and Clerical Specialist will be devised through the by the Manager of Civil Service Personnel. The duties of providing training and/or coaching to clerical personnel takes priority for the Clerical Resource Team over the team members filling in for a vacancy or short-term absence.
8. Coverage for vacancies shall be assigned to Clerical Sub Team before being assigned to the Clerical Resource Team members. The assignment shall be limited to a maximum of six weeks. If the need for coverage still exists a Clerical Sub Team member may maintain that position for another three-week period. Upon the completion of a nine-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 or Clerical Sub Team.
9. The Clerical Specialist, Clerical Resource Team, and Clerical Sub 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 an employee on leave) of the District, and will be submitted to the Manager of Civil Service Personnel for final approval and implementation.
10. The Clerical Resource Team and Clerical Specialist are to assist with the training sessions on professional development days for the district office professional.
11. Any Clerical Resource Team or Clerical Sub Team member not actively engaged in a rotation assignment will be scheduled, 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.
12. Members of the Clerical Resource Team, Clerical Sub Team, and the Clerical Specialist are not permitted to voluntarily transfer until two (2) years of service in their current role. There are no restrictions on promotional opportunities for any member of the Clerical Resource Team, Clerical Sub Team, or Clerical Specialist.
13. Clerical Specialist and the Clerical Resource Team Members will not be included in the layoff and displacement process.

14. When a vacancy occurs on the Clerical Resource Team, Clerical Sub Team, or in the Clerical Specialist position a selection committee made up of three Union and Board designees will convene and hold interviews to fill the vacancy. The committee will rank the top two interviewees with the top interviewee being offered the vacant position. If a vacancy occurs within sixty (60) days of an appointment to either position the District's Human Resources Department will offer the vacant position to the second ranked interviewee. If none of the top two (2) interviewees are willing or able to fill the position the Committee will conduct new interviews. After sixty (60) days from the first appointment of a candidate the above provision is null and in void.

Standards for Job Studies

1. All employees have a right to request a job study of their position. Before any job study is undertaken, the Board shall meet with CFOP to review and discuss the criteria and the method to be used in the study. CFOP may arrange with the Board to monitor the conduct of the study.
2. 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 CFOP upon request. This stipulation is for job study upgrades only and does not change civil service rules regarding promotional examinations.
3. Before any job study is appealed to the Civil Service Commission:
 - a. A four (4) person Joint Classification Appeals Committee, consisting of the Human Resources Manager (or designee), one (1) Board designee and two (2) designees from the Union will convene to discuss the appeal of the job study findings.
 - i. An unanimous decision made by the committee shall be upheld by the District.

An unanimous decision made by the committee shall result in no further appeal actions.

In the event of a deadlock decision by the committee, the member has the right to further appeal the decision to the Civil Service Commission.
 - i.
4. CFOP and the Board agree that this procedure shall supersede any applicable Civil Service Statute rule or regulation.

Student Discipline/Supervision

1. 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.
2. Except in unforeseen emergency circumstances, clerical staff will not be expected to remain after their workday to supervise students.
3. The Federation may file a grievance directly to Level II if such unruly behavior continues.

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ARTICLE IX: Exams

1. The Federation and all CFOP represented employees will be notified via email of all civil service exams as they become available.
2. New and current employees may be placed at an appropriate step beyond the first step of the classification when warranted by their experience at the discretion of the administration.
3. The Federation shall be provided upon request a ranked listing of eligible employees or applicants including the test score of each employee following each examination.
4. All represented employees classified or unclassified shall be afforded an equal opportunity to apply for any exam for which they meet the eligibility requirements excluding length of time restrictions in current classification with the exception of new hires, who must pass their initial probationary period with CPS before applying for a promotional exam.
5. Employees who are on an existing promotional eligibility (that has not expired), shall have the right to take the same promotional exam when administered and upon receiving a passing score. The better of the two test scores may be placed on the new open promotional eligibility list. This language does not supersede the Administration's ability to open and close an eligibility list per the Ohio Revised Code.

Existing means the same as "open"

Expired means the same as "closed"

6. No employee shall be denied the opportunity to take a promotional exam due to any delay in their annual evaluation or their unsuccessfully passing of said exam. Employees, who do not have an evaluation on file due to no fault of their own, shall be treated as if they had no less than a satisfactory evaluation.
7. The Federation and the Board agree this procedure shall supersede any applicable Civil Service Statute, rule or regulation.

Civil Service Exams

1. The typing requirement on entry level examinations shall be raised to forty-five (45) words per minute. No employee taking a promotional examination shall be required to pass a typing test.
2. The Board and the Association shall jointly develop other measurable skills which could be included in promotional examinations to replace the typing requirement.

Auxiliary Clerks

1. Any Auxiliary Clerks, who work fifty percent (50%) or more and employed with Cincinnati Public Schools as of May 28, 2014, who is on an external open to the public eligibility list as of the ratification of this contract will be moved to the appropriate internal eligibility list. These Auxiliary Clerks will be merged on to the internal list according to their external test score.
2. Any Auxiliary Clerk, who has completed their probationary period, works fifty percent (50%) or more, and has a satisfactory appraisal, may take any internal promotional exam for which they qualified.

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ARTICLE X: Substitutes

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 no more than ninety (90) working days, unless no employee or applicant has established eligibility by passing the required examination.

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ARTICLE XI: Vacancies

1. The Federation and all CFOP represented employees will be notified via email of all vacancies and promotional opportunities as they become available.
2. Vacancies shall be filled by transfer before any employee is promoted or new employee is hired, unless no applicant for transfers has the training, experience, and individual qualification for the position. Additionally, when a promotional opportunity exists in a school or department the Administrator or Principal with the vacancy will have the right to interview any of their CFOP employee(s) whose name appear on either of the appropriate internal or external eligibility list for that vacancy.
3. The Administrator with the vacancy must interview a minimum of three candidates and may interview up to the top ten candidates from the Promotional Eligible Civil Service list of current CPS employees. The Federation and the Board agree that this procedure shall supersede any applicable Civil Service Statute, rule or regulation.
4. If a currently classified employee declines to interview for a promotional opportunity while on an eligibility list, they will not be charged with a Civil Service certification.
5. When a vacancy occurs on the Clerical Resource Team, Clerical Sub Team, or in the Clerical Specialist position a selection committee made up of three Union and Board designees will convene and hold interviews to fill the vacancy. The committee will rank the top two interviewees with the top interviewee being offered the vacant position. If a vacancy occurs within sixty (60) days of an appointment to either position the District's Human Resources Department will offer the vacant position to the second ranked interviewee. If none of the top two (2) interviewees are willing or able to fill the position the Committee will conduct new interviews. After sixty (60) days from the first appointment of a candidate the above provision is null and in void.
6. No vacancy in a permanent position shall be filled by a temporary, emergency, substitute, or provisional employee for no more than ninety (90) cumulative working days, unless no employee or applicant has established eligibility by passing the required examination.
7. CPS and CFOP agree that this procedure shall supersede any applicable Civil Service Statute, rule or regulation.

Promotional Opportunities

1. 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.
2. 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.
3. At no time should there be an expired /exhausted internal promotional list.

4. The transfer/placement will be made if the employee and the Administrator who has the vacancy approves. 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. Human Resources will notify the CFOP President of any delays beyond the three week time frame of transferred or promotional placements.
6. The employee who did not receive a requested transfer shall be notified in writing, within ten (10) working days, of the specific reason why another employee was selected.
7. The Federation President shall also receive a copy of the Transfer/Promotional Application Evaluation Form. The Board and the Federation 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. The Federation shall have the right to review transfer procedures and transfer decisions upon request. 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. Current employees may be placed at an appropriate step beyond the first step of the classification when warranted by their experience at the discretion of the administration.
9. Criteria for promotional opportunities and job specifications shall be jointly determined by the Board and the Federation.

Temporary Promotion

1. 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; if no one,
 - b. An employee in the work location who meets the eligibility requirements of the higher classification; 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 meets the eligibility requirements of the higher classification.

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

ARTICLE XII: Transfer Procedures

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. Employees may request a transfer year-round by applying to any job vacancy posted. All employees are responsible for applying for any vacancy for which he/she qualifies. Incumbent must have been in current position for six (6) months before applying for a transfer.
3. The Administrator in a department or school shall have the right to move their clerical staff to any vacant position as long as it remains within the employee's same classification and work hours. An Administrator may upon the request of an employee move said employee to a position that reduces or increases the number of days they work.
4. 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. 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.
5. 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. Once the Administrator interviews the transfer applicants, he/she must make their selection from the pool of candidates. If the Administrator has less than three (3) transfer applicants, he/she may interview up to the top five (5) candidates from the internal promotional list. If the Administrator selects an applicant from the promotional list he/she must justify why this person is more qualified for the position than the transfer applicant.
6. The transfer/placement will be made if the employee and the Administrator who has the vacancy approves. The transfer will be made within three weeks after the candidate has been chosen unless there are extenuating circumstances which adversely affect the employee or the school system. Human Resources will notify the CFOP President of any delays beyond the three week time frame of transferred or promotional placements. Human Resources will determine the actual date of transfer.
7. 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 Federation 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.
8. The Federation shall have the right to review transfer procedures and transfer decisions upon request.
9. 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.
10. 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.

11. Any employee found to have been improperly denied a transfer opportunity shall be transferred to that position.
12. 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 XVI: Seniority and Service shall control the choice.

Voluntarily Demotions

1. Any classified represented employee and any unclassified represented employee shall be granted a voluntary demotion upon request. The employee shall be reclassified to the next lower classification or the last classification held before their current classification. An employee taking a voluntary demotion will be allowed an interview for any vacant position, which he/she is qualified to fill along with other applicants from the transfer list. This provision will not count against the number of interviews granted under Article XII, Transfer Procedures.
2. The incumbent may request a voluntary demotion in order to remain in their current position if the position is downgraded to a lower classification. The voluntary demotion shall be approved.
3. Any permanent employee who has been voluntarily demoted may request to be restored to the appropriate eligibility list within a one (1) year period from the date of the voluntary demotion. The employee will be placed on the eligibility list in accordance with the grade he/she received if the list from which he/she was appointed is still in effect. If employee does not have any scores/grades, the employee shall be placed on the bottom of the eligibility list.
4. The Federation and Board agree that this procedure shall supersede any applicable Civil Service statute rule or regulation.

ARTICLE XIII: Evaluation

1. Employees shall be evaluated/appraised once a year. The evaluation period shall be from September through May.
2. The appropriate administrator shall be responsible for administering the evaluation process. Members of the bargaining unit cannot appraise other members of the same bargaining unit.
3. Employees upgraded due to a promotional opportunity shall have a probationary period of one hundred and twenty (120) working days, while new hire employees will have a probationary period of two hundred and forty (240) working days. The initiation or completion of an evaluation is not a prerequisite to disciplinary action.
4. New hires and employees who are upgraded due to a promotional opportunity shall receive a mid-term conference. Training will involve training from the out-going personnel (if applicable) and from other district employees that are responsible for training.
5. Employees shall be evaluated on the following scale: unsatisfactory, needs improvement, satisfactory, very good, and excellent. All evaluators will follow the evaluation process laid out in the Evaluation Manual provided by Human Resources on their website.
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. Employees shall receive salary increments listed in Appendix B in the first full pay period of September, provided the employee has received a satisfactory evaluation. No employee shall be denied a salary increment due to the failure of the Administration to complete their evaluation.
 - a. If an annual evaluation of satisfactory performance or better is not completed in time to provide the incremental increase, if any, because of administrative delay, the incremental increase shall be effective as of the new evaluation period. This provision does not apply to evaluations delayed for other reasons.
 - b. No employee shall be denied the opportunity to take a promotional exam due to any delay in the evaluation process.

Career Office Personnel Stipend

1. The career office personnel stipend is the last step of the senior level or higher salary schedule. All personnel in senior level or higher positions will receive this stipend after being on second to last salary step for one year as long as they receive a Very Good or Excellent evaluation. To retain this additional salary step, a Very Good or Excellent appraisal must be maintained.
2. The career office personnel stipend is the last step of the Support Specialist salary schedule. All Support Specialist will receive this stipend after being on second to last salary step for one year as long as they receive a Very Good or Excellent evaluation. To retain this additional salary step, a Very Good or Excellent evaluation must be maintained.
3. 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 twenty dollars (\$20.00) biweekly which would be retroactively applied to the first day assigned.

ARTICLE XIV: Discipline and Dismissal

1. The parties agree to adhere to a progressive corrective action policy. However, nothing contained herein shall be construed as mandating progressive action in every instance. The employer may issue discipline commensurate with the offense. Suspension and termination shall be treated in accordance with applicable law and civil service regulations.
2. All discipline must be issued in person between Administration and employee, before a record of discipline can be placed in his/her official personnel file or personnel file maintained at the building level. The employee has the right to request union representation during such conference.
3. All written disciplinary actions shall be sent via email from an Administrator before being placed in the personnel file at the building or Human Resources level.
4. An employee suspected of conduct which may lead to termination or suspension shall be entitled to an administration hearing prior to the discipline being issued. The employer shall provide the employee and the federation no less than two (2) days' notice of the hearing date and time. In cases of serious misconduct, the employer may place an employee on administrative leave prior to the administrative hearing date. Written disciplinary actions shall be subject to the grievance procedure. Termination and suspension can be subject to arbitration.
5. Members of the same bargaining unit cannot issue a disciplinary action against another bargaining unit member.
6. 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 XV: Layoff/Displacements– Classified Employees

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. Clerical Specialist and the Clerical Resource Team Members will not be included in the layoff and displacement process.
4. Any CFOP member on full-time release will not be included in the layoff and displacement process.
5. 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 CFOP.
6. 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 Federation. For a period not to exceed one (1) year, according to their seniority RP standing on such list, they shall have the prior right to recall to any vacancy in their classification.
7. 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.
8. 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.
9. If a classification is changed or eliminated due to the introduction of new equipment or the reorganization of departments, the Federation and the affected employee shall be notified no later than sixty (60) calendar days prior to displacement in order that the Federation 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.
10. If at any time the Board proposes to contract out services provided by bargaining unit members, the Board shall meet with CFOP at least ninety (90) days before contracting out such services; with the exception of positions represented by CFOP in the Treasurer's Office which will not be outsourced through 12/31/11. At the meeting the Board shall provide CFOP representatives with any data or studies, and provide the Federation 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. CFOP shall have the opportunity to submit alternative proposals and discuss them with the Board within the ninety (90) day period, before any action by the Board.

ARTICLE XVI: Seniority and Service

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.
2. Seniority points will be added to an employee's test scores for internal promotional exams. Seniority points shall be displayed on the internal eligibility list.
3. If an employee who retires or resigns from the Board and is re-employed by the Board within one year of resignation or retirement, the employee's service shall be considered continuous from original date of employment. If an employee who left the District in any capacity is re-employed by the Board after one year of leaving will be a new hire and will not be granted their previous years of service.
4. 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).

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 XVII: Sick Leave

1. All employees will earn sick leave credit at the rate of four point six (4.6) hours per eighty (80) regular work hours for a maximum of fifteen (15) days a year. 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.
7. 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 two hundred (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.
8. 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.
9. 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.)
10. Sick leave conversion shall be paid to survivors upon the death of an employee who had 10 years of service with the Board on the basis of one (1) day's pay for each two (2) days accumulated, unused sick leave.

11. An employee may use up to thirty (30) days of sick leave for absence due to the routine care of a newborn or newly adopted child.
12. An employee may only transfer two hundred (200) hours of sick leave from another Ohio public agency and the employee must obtain verification of accumulated sick leave from the fiscal office of the agency from which it is to be transferred.
13. In addition to the automatic advance of five (5) days referred to above, CFOP 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:

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.

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.

Yearly Limits

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

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.

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.

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.

ARTICLE XVIII: Personal Leave

1. Full time regular employees shall be eligible for personal leave up to three (3) days each year beginning July 1 through June 30. The number of personal leave days will be granted 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 July 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.

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ARTICLE XIX: Holidays

1. Regular employees who work a year round assignment 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, Christmas Eve and Christmas Day.

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).

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.

2. Regular employees who work a school year 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/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.

Such employees shall be paid 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).

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.

3. Full-time CFOP represented employees working two hundred (200) days or more are entitled to pay for the day after Thanksgiving.
4. Such holiday shall not be charged for sick leave if the employee is otherwise eligible for holiday pay.

ARTICLE XX: Vacation

1. Pursuant to Section 3319.084 of the Ohio Revised Code, each full-time employee, after service of one (1) 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, who are employed with the Board for 0-5 years, will be given ten (10) days of vacation. Additional vacation days are accrued and effective on the anniversary date of their date of employment with the Board as follows:
 - a. 6-9 years of service accrue an additional three (3) vacation days (total of thirteen (13) vacation days per year)
 - b. 10-14 years of service accrue an additional five (5) vacation days (total of fifteen (15) vacation days per year)
 - c. 15+ years of service accrue an additional ten (10) vacation days (total of twenty (20) vacation days per year)
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/her 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 XXI: Appearance in Court

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 thirty-five dollars (\$35.00) per day.
2. In the case of absence from duty for a court proceeding, or an administrative hearing in which the employee or the Federation 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 XXII: Student Assault

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 are made to the Superintendent as provided for in Board policy 5113.2 by the building/unit administrator. The employee and the Federation 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 Federation.
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 five hundred dollars (\$500.00) 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 five hundred dollars (\$500.00).

ARTICLE XXIII: Assault Leave

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.
2. An employee who has been on assault leave more than forty-five (45) days shall apply for disability retirement benefits from the School Employees Retirement System. Failure to apply will terminate assault leave.
3. 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.
4. 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 XXIV: Unpaid Leaves of Absence

Personal Illness

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.

The Board shall provide term life insurance to employees on leave of absence due to personal illness.

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 his/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 his/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.
- f. The Board shall provide term life insurance to employees on leave of absence for maternity.

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.

Employees 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.

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.

Employees 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.

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 XXV: Wages

Wage increases

- Effective July 1, 2017: all bargaining unit employees shall receive a two percent (2.0%) pay increase as previously negotiated December 2016
- Effective July 1, 2018: all bargaining unit employees shall receive a two percent (2.0%) pay increase with stable local funding
- Effective January 1, 2020: reopener for all bargaining unit employees for COLA increase based on stable local funding

Longevity Increments

Effective July 1, 2010, all employees shall be entitled to receive longevity benefits as follows:

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

This increment shall be granted once a year to employees with ten (10), fifteen (15), twenty (20), or twenty-five (25) years of service on the anniversary date of employment.

Pay Adjustments

Employees serving as Elementary Senior Support Specialist shall receive the following salary adjustment:

After ten (10) years of service – twenty-five dollars (\$25.00) added to the base bi-weekly salary

After fifteen (15) years of service – forty-five dollars (\$45.00) added to the base bi-weekly salary

CFOP Pay Schedule

1. Employee will be paid their earned hourly wages, bi-weekly in accordance with their position as outlined in Appendix B.
2. Employee will be required to have direct deposit for payment through an account of employee's choice.
3. 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 Federation before altering the pay schedule. Deductions from paychecks shall be made, whenever possible, in uniform amounts.
4. 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.
5. 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.

ARTICLE XXVI: Fringe Benefits

1. There will be a health care reopener in the fall of 2014.
2. The Board shall provide term life insurance coverage in the amount of thirty-six thousand dollars (\$36,000.00) 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.

Medical and Prescription Plans

Employees electing medical coverage shall choose a Health Maintenance Organization (HMO), Point of Service (POS) 300 medical and High Deductible Health Care Plan (HDHP).

Dental Plans

Employees shall also be eligible for dental coverage on the same basis as described above.

Vision Care

A vision care discount will be offered by the District. In addition, vision examinations are covered under the medical plan.

Wellness Initiative

1. The program may include: health assessments and screenings; smoking cessation plans; cardiac programs, diabetes care; physical fitness programs; and additional incentives as may be agreed by the parties.

This program will be funded by resources that were set aside annually for the benefit bank. Employees will earn credits towards medical reimbursements. These credits will be made available to the employee in the succeeding calendar year. The parties, through mutual agreement, will establish a menu of options from which employees may choose. Credits earned in one year will be available for use in the next year.

Wellness account monies will be made available through a debit card as well as a reimbursement process.

- a. Participation: Employees shall be expected to participate in the program for the 2012 calendar year. It is expected that during the 2011 calendar year, employees shall demonstrate and report the behaviors that make them eligible for participation on the program. During this time, educational activities about the program shall be provided by the Benefits Committee.
2. Evaluation: The Benefits Committee shall mutually determine an evaluation system to determine the effectiveness of each program option. The evaluation shall include usage data, cost data, and estimates of how future use may be impacted. The Benefits Committee shall receive data quarterly and shall formally review the evaluation and make recommendations regarding modifications to the wellness programs and options by August 1 of each year.

Wellness Plan as Successor to Benefit Bank

- A wellness program will be put into place January 1, 2012.
- The plan design is to be determined by the CPS Benefit Committee.
- The plan will cover Disease Management, Lifestyle Management and Case Management.
- Employees and spouses will be provided with the opportunity to earn \$500 each per year in wellness credit. Earned credits will be applied to individual Wellness Health Reimbursement Accounts (HRA) in the calendar year following the year in which they were earned. (2011 credits will be applied in 2012.)
- Maximum HRA balances will be \$1,500 at any one time (applies to both Single/Family accounts).
- Humana Health Assessments completed in the 2010 calendar year will be applied to the HRAs in the 2011 calendar year. Employees will receive their 2011 Benefit Bank allocation (\$350/single, \$425/family) into the wellness account versus the Benefit Bank for 2011. Employees who are retired prior to ratification of the agreement will have until 12/31/2012 to spend their allocated Benefit Bank dollars. All current employees will have until 6/30/11 to spend their allocated Benefit Bank dollars. All Benefits Bank balances remaining will be used to offset District dental and health care costs.
- Separation from Employment – Employees will have 6 months to submit HRA claims incurred prior to their separation from employment. Any balances remaining in the HRA after this 6-month period will be returned to CPS.
- All employees hired after the ratification of this agreement will not receive any benefit bank allocations.
- Audit – The District shall continue to audit participants of the health plans for eligibility.

Employee Contributions

Employees electing medical coverage shall choose a Health Maintenance Organization (HMO), Point of Service (POS) 300 medical plan and High Deductible Health Care Plan (HDHP).

1. The monthly employee contribution for coverage under Board group medical and dental plans shall be as set forth on the attached schedule. The Board established an IRS §125 Plan that treats employee contributions as pre-tax payments. As of July 1, 2014, a Working Spouse Provision is also being continued. Spouses of employees who (1) are employed and (2) are eligible for any other employer sponsored health coverage costing less than one hundred and fifty dollars (\$150.00) per month (least expensive option from that employer) cannot be enrolled as a dependent under the CPS health plan unless he/she also selects his/her employer's health care plan.

2. The parties agree for the purposes of defining eligibility under CPS’s healthcare benefits plans, the term “spouse” shall include both opposite-sex and same-sex spouses as determined under applicable state law at the time and location that the marriage was entered into.

3. The CPS health plan will include coordination of benefits (COB) equal to the current COB provision in place. In such cases, however, employees may continue to cover their spouses under the Board’s Family or Employee + 1 plan, subject to COB. CPS will conduct another dependent eligibility audit. If a spouse is not subject to the Working Spouse Provisions due to items (1) and/or (2) above not being met, the Spousal Premiums shown in the Spousal Premium section (page 45) will continue to apply, as set forth on the schedule.

Employee Contributions – Medical Plan

SALARY BAND	POS EMPLOYEE CONTRIBUTION	HMO EMPLOYEE CONTRIBUTION
\$0 - \$42,499	50% of Salary Band 2’s Contribution	POS EE Contribution + Full Cost of HMO Buy Up
\$42,500 - \$64,999	17% of COBRA Rate	POS EE Contribution + Full Cost of HMO Buy Up
\$65,000 & up	145% of Salary Band 2’s Contribution	POS EE Contribution + Full Cost of HMO Buy Up

Employee Contributions – Dental Plan

The dental plan will remain the same and benefit levels will continue. CFT and CFOP will pay twenty percent (20%) of the dental COBRA rate.

	Single	Employee + 1	Family
<i>Dental</i>	.12%	.31%	.31%

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.

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 one hundred dollars (\$100.00)/month if eligible for two-person coverage and two hundred dollars (\$200.00)/month if eligible for family coverage.

Employees qualifying for plans electing Opt-Out are not eligible for MERP.

Spousal Premium

For those spouses who work and who have availability of health care coverage and who are not required to move to their employer’s health plan will pay the following spousal premium surcharge; based upon the employee’s salary.

SALARY BAND	SPOUSAL PREMIUM
<i>Under \$30,000</i>	<i>\$80.00</i>
<i>\$30,001 - \$60,000</i>	<i>\$100.00</i>
<i>\$60,001 - \$90,000</i>	<i>\$120.00</i>
<i>\$90,000+</i>	<i>\$140.00</i>

Board Contributions

1. 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.
2. 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.

Right of Board to Change Carriers

The Board may change the health (medical and/or dental) insurance carrier(s), or provide coverage through self-insurance, provided that:

- a. The resultant coverage(s) is at least equivalent to the coverage(s) as of July 1, 2011;
- b. The Board has given the Federation sixty (60) days' notice of the proposed change and an opportunity to be consulted about the proposed change;
- c. The Board has selected the new carrier(s) through solicitation of proposals, unless the change is to self-insurance; and
- d. The Employee Benefits Committee has been given the opportunity to evaluate and make recommendations about the change.

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.

Tax Sheltered Annuity

1. 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.
2. 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.
3. Employees are eligible for benefits in the Workers' Compensation Fund as defined in the Ohio Revised Code.
4. 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.
 - a. 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.

Employee Benefits Committee

Composition:

The Board and the Federation agree to continue the Employee Benefits Committee with membership 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.

The Role of the Employee Benefits Committee is to:

- a. Recommend needed benefit changes;
- b. Research, analyze, and recommend benefit providers and changes;
- c. Communicate to and educate employees about utilization of benefits to promote cost containment and effective implementation of benefits; and
- d. Provide on-going monitoring of providers' performance and employee concerns.

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.

Benefits Consultant:

The District shall select a Health Benefits Consultant, pending the availability of funds. The Benefits Committee will assist developing the criteria for the selection of the consultant. The consultant shall convene Benefits Committee meetings and provide support.

Additional Voluntary Insurance Programs

The Board shall offer voluntary programs group plans for home, auto, long-term care and prepaid legal services payable one-hundred percent (100%) by employees.

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.

Placement and Adoption Assistance

Upon application by the employee, Board will reimburse up to two thousand dollars (\$2,000.00) 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

Payments will be made as follows:

- a. Within thirty (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 three thousand dollars (\$3,000.00) will be payable to any one family within a twelve month period.

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 one thousand dollars (\$1,000.00) 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 CFOP will agree on guidelines concerning the payment of expenses from this fund. The plan shall have a one hundred dollar (\$100.00) deductible after private insurance coverage has been exhausted. The employee pays the first one hundred dollars (\$100.00) of loss, except in cases of loss due to an assault by a student.

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.

ARTICLE XXVII: Health and Safety

1. The Board and the Federation 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 Federation agree to name a Safety Committee consisting of two (2) members designated by the Federation 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 Federation 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.

The Safety Committee agenda will address the following:

- 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.

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 Federation 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.

Computers/Ergonomic Safety

1. The Board shall provide safety and health related work station features, and workstation designs in accordance with accepted Ergonomic principles for any CFOP represented employee who is assigned to work at a computer on a regular basis of 2 1/2 hours per day or more.
2. A yearly budget of thirty thousand dollars (\$30,000.00) shall be maintained which will provide CFOP represented employees with new or replacement workstation components where inadequate or missing components have been identified.
3. The President of CFOP or his/her designee will meet each June with a Board appointed representative to review the list of ergonomic workstation materials and a list of available ergonomic materials will be sent to all CFOP represented employees in August of each new school year.
4. 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.

Medical Duties

1. 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.
2. 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.

3. 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.
4. 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.

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ARTICLE XXVIII: Training

1. The Board and the Federation shall jointly develop job training, including orientation to the specific duties of new employees and employees who transfer to a new position.
 - a. 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.
 - b. All CFOP classified and unclassified represented employees will be able to receive training from the Help Desk Technicians, Office of the Treasurer, and any other person/department on an as needed basis, at the request of the employee and with the acknowledgement of the Administrator in charge.
 - c. Two of the scheduled District-wide professional development days shall be designated professional training days for all CFOP personnel, on a bi-annual basis. Attendance is required unless overriding circumstances exist.
 - d. The Board and the Federation 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.
 - e. 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. Prior to hiring trainers/instructors from another internal or external source the Board will use current qualified CFOP classified/unclassified represented employees for the training purposes.
3. The Board will consult with the Federation thirty (30) days before implementation of new employee orientation.
4. A schedule of employee in-service shall be jointly developed (on a bi-annual basis) by the Federation 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 Federation, shall submit an in-service budget to the Budget Commission.
5. The professional development days and in-service will occur once a year on alternating school years.
6. The Board shall provide tuition free access to adult education classes offered by the Board.

7. The Board will establish a reimbursement fund of thirty-five thousand dollars (\$35,000.00) yearly for successful completion (grade C or above) of Board approved course of study and job enhancement training classes or seminars. The District and CFOP President (or designee) will meet annually in July, after the funds have been allocated to reevaluate the reimbursement process, procedures, and 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.
8. The Board will seek to arrange college credit or CEU's for clerical related courses.

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ARTICLE XXIX: Personnel Files

1. The official personnel file of each employee shall be maintained by the Civil Service personnel office. The Board and CFOP 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 XXX: Savings/Legal Compliance

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.

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ARTICLE XXXI: Amendment

This Agreement may be amended by mutual written agreement of the Board and the Federation. 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 VIII (paragraph 1), the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement.

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ARTICLE XXXII: Management

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 Federation. 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 XXXIII: 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 Federation 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 Federation 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.

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ARTICLE XXXIV: Term

This contract shall expire on June 30, 2020

For the Union:

For the Board of Education:

Coronda Wilson, CFOP 1st Vice President

Lucius Jones, Human Resources Manager

L. Kelly Singleton, CFOP 2nd Vice President
Bargaining Chairperson

Jennifer M. Wagner, Treasurer/CFO

Members of the Committee:

Sonja Berkhalter
Sheila Floyd
Natasha Nutter
Candice Patterson
Steve Spohn
Cheryl Whittaker
Pamela Williams

Members of the Committee:

Vicki Graves-Hill
William Myles
Daniel Hoying

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APPENDIX A: Non-Member Fair Share Payments Implementation Program and Appeal Procedure

Fair Share Fee Determination

Prior to the commencement of each school year, the CFOP 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 CFOP 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 CFOP. The accountant will prepare a detailed analysis and audit of the CFOP expenditures in the preceding school year, verifying that portion of the CFOP 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 CFOP 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 CFOP anticipated collective bargaining expenditures for the coming year. CFOP 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.

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

CFOP 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 CFOP 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 CFOP.

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 CFOP President, 2055 Reading Road, Suite 120, Cincinnati, OH 45202, stating any objections, the desire to invoke CFOP'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 CFOP 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 CFOP non-member's earnings.

Escrow Arrangements

Upon CFOP's receipt of letter invoking this procedure, the CFOP shall deposit in an escrow account, separate from all other CFOP 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 percent (10%) of the fair share fee as verified by an independent auditor. CFOP 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 CFOP and any objector(s).

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 CFOP Executive Council shall meet to consider all written objections received by CFOP 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, CFOP 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, CFOP 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 CFOP.

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 CFOP. 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.

CFOP 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.

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 CFOP 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 CFOP. Upon receipt of such objection CFOP shall forward the objector's name to AAA, for purpose of consolidation of such objection with any ongoing arbitration, and CFOP 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.

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.

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."

APPENDIX B: CFOP Salary Schedules (2017-2018 and 2018-2019)

APPENDIX B: CFOP Salary Schedule

Key: Yr = Year Round
Sch = School Year

Title	Period	Step	School Year	
			2017-2018	2018-2019
Accountant	Yr	01	26.43	26.96
		02	27.01	27.55
		03	27.59	28.14
		04	28.19	28.75
		05	28.74	29.31
		06	29.37	29.96
		07	29.92	30.52
		08	30.49	31.10
		09	31.08	31.70
		10	31.39	32.02
Accounting Technician	Yr	01	15.38	15.69
		02	15.97	16.29
		03	16.60	16.93
		04	17.15	17.49
		05	17.74	18.09
		06	18.32	18.69
		07	18.87	19.25
Administrative Research Assistant	Yr	01	22.10	22.54
		02	22.65	23.10
		03	23.22	23.68
		04	23.84	24.32
		05	24.44	24.93
		06	24.69	25.18
Administrative Secretary	Yr	01	24.40	24.89
		02	24.97	25.47
		03	25.55	26.06
		04	26.09	26.61
		05	26.66	27.19
		06	26.93	27.47

APPENDIX B: CFOP Salary Schedule

Key: Yr = Year Round
Sch = School Year

Title	Period	Step	School Year	
			2017-2018	2018-2019
Assistant Buyer	Yr	01	23.45	23.92
		02	23.98	24.46
		03	24.52	25.01
		04	25.06	25.56
		05	25.59	26.10
		06	26.12	26.64
Auxiliary School Clerk	Sch	01	15.12	15.42
		02	15.70	16.01
		03	16.29	16.62
		04	16.82	17.16
		05	17.17	17.51
		06	17.51	17.86
Benefit Section Supervisor	Yr	01	19.76	20.16
		02	20.33	20.74
		03	20.92	21.34
		04	21.50	21.93
		05	22.12	22.56
		06	22.35	22.80
Budget Analyst	Yr	01	31.06	31.68
		02	31.66	32.29
		03	32.28	32.93
		04	32.88	33.54
		05	33.48	34.15
		06	33.81	34.49
Budget Technician	Yr	01	22.10	22.54
		02	22.65	23.10
		03	23.22	23.68
		04	23.84	24.32
		05	24.44	24.93
		06	24.68	25.17

APPENDIX B: CFOP Salary Schedule

Key: Yr = Year Round
Sch = School Year

Title	Period	Step	School Year	
			2017-2018	2018-2019
Buyer	Yr	01	26.43	26.96
		02	27.00	27.54
		03	27.60	28.15
		04	28.19	28.75
		05	28.75	29.33
		06	29.38	29.97
		07	29.91	30.51
		08	30.46	31.07
		09	30.99	31.61
Clerical Resource Team Member - Clerical Specialist	Yr	01	24.39	24.88
		02	24.96	25.46
		03	25.55	26.06
		04	26.09	26.61
		05	26.66	27.19
		06	26.93	27.47
Clerical Resource Team Member - Lead Secretary	Yr/Sch	01	22.09	22.53
		02	22.64	23.09
		03	23.22	23.68
		04	23.85	24.33
		05	24.44	24.93
		06	24.68	25.17
Clerical Sub Team Member - Senior Support Specialist	Yr/Sch	01	19.19	19.57
		02	19.75	20.15
		03	20.33	20.74
		04	20.90	21.32
		05	21.45	21.88
		06	21.68	22.11

APPENDIX B: CFOP Salary Schedule

Key: Yr = Year Round
Sch = School Year

Title	Period	Step	School Year	
			2017-2018	2018-2019
Client Server System Technician	Yr	01	24.40	24.89
		02	24.97	25.47
		03	25.55	26.06
		04	26.09	26.61
		05	26.66	27.19
		06	26.93	27.47
Communications Specialist	Yr/Sch	01	25.56	26.07
		02	26.11	26.63
		03	26.70	27.23
		04	26.93	27.47
		05	27.30	27.85
		06	27.86	28.42
Customer Relations Representative	Sch	01	15.23	15.53
		02	15.78	16.10
		03	16.35	16.68
		04	16.91	17.25
Financial Data Coordinator	Yr	01	24.39	24.88
		02	24.96	25.46
		03	25.55	26.06
		04	26.09	26.61
		05	26.66	27.19
		06	26.93	27.47
Help Desk Technician	Yr/Sch	01	24.40	24.89
		02	24.97	25.47
		03	25.55	26.06
		04	26.09	26.61
		05	26.66	27.19
		06	26.93	27.47

APPENDIX B: CFOP Salary Schedule

Key: Yr = Year Round
Sch = School Year

Title	Period	Step	School Year	
			2017-2018	2018-2019
Human Resources Technician	Yr	01	19.19	19.57
		02	19.76	20.16
		03	20.34	20.75
		04	20.90	21.32
		05	21.45	21.88
		06	21.66	22.09
Human Resources Technician II	Yr	01	22.10	22.54
		02	22.65	23.10
		03	23.22	23.68
		04	23.84	24.32
		05	24.44	24.93
		06	24.68	25.17
Intermediate Accounting Technician	Yr	01	19.20	19.58
		02	19.76	20.16
		03	20.33	20.74
		04	20.90	21.32
		05	21.45	21.88
		06	21.68	22.11
Lead Secretary	Yr	01	22.09	22.53
		02	22.64	23.09
		03	23.22	23.68
		04	23.85	24.33
		05	24.44	24.93
		06	24.68	25.17
Senior Accountant	Yr	01	31.06	31.68
		02	31.66	32.29
		03	32.28	32.93
		04	32.88	33.54
		05	33.48	34.15
		06	33.81	34.49

APPENDIX B: CFOP Salary Schedule

Key: Yr = Year Round
Sch = School Year

Title	Period	Step	School Year	
			2017-2018	2018-2019
Senior Accounting Technician	Yr	01	22.10	22.54
		02	22.65	23.10
		03	23.22	23.68
		04	23.84	24.32
		05	24.44	24.93
		06	24.69	25.18
Senior Administrative Research Assistant	Yr	01	26.85	27.39
		02	27.46	28.01
		03	28.02	28.58
		04	28.59	29.16
		05	29.16	29.74
		06	29.46	30.05
Senior Buyer	Yr	01	30.99	31.61
		02	31.57	32.20
		03	32.11	32.75
		04	32.65	33.30
		05	33.21	33.87
		06	33.54	34.21
Senior Communications Specialist	Yr	01	29.62	30.21
		02	30.21	30.81
		03	30.77	31.39
		04	31.35	31.98
		05	31.95	32.59
		06	32.28	32.93
Senior Elementary Support Specialist	Sch	01	19.75	20.15
		02	20.32	20.73
		03	20.93	21.35
		04	21.48	21.91
		05	22.14	22.58
		06	22.35	22.80

APPENDIX B: CFOP Salary Schedule

Key: Yr = Year Round
Sch = School Year

Title	Period	Step	School Year	
			2017-2018	2018-2019
Senior Help Desk Technician	Yr	01	26.84	27.38
		02	27.46	28.01
		03	28.02	28.58
		04	28.59	29.16
		05	29.16	29.74
		06	29.46	30.05
Senior Information Technology Coordinator	Yr	01	29.62	30.21
		02	30.21	30.81
		03	30.78	31.40
		04	31.35	31.98
		05	31.96	32.60
		06	32.28	32.93
Senior Statistical Clerk	Yr	01	20.33	20.74
		02	20.92	21.34
		03	21.50	21.93
		04	22.10	22.54
		05	22.68	23.13
Senior Steno Support Specialist	Yr	01	20.05	20.45
		02	20.63	21.04
		03	21.22	21.64
		04	21.80	22.24
		05	22.42	22.87
		06	22.64	23.09
Senior Support Specialist	Yr	01	19.19	19.57
		02	19.75	20.15
		03	20.33	20.74
		04	20.90	21.32
		05	21.45	21.88
		06	21.68	22.11

APPENDIX B: CFOP Salary Schedule

Key: Yr = Year Round
Sch = School Year

Title	Period	Step	School Year	
			2017-2018	2018-2019
Senior Support Specialist II	Yr	01	22.10	22.54
		02	22.65	23.10
		03	23.22	23.68
		04	23.84	24.32
		05	24.44	24.93
		06	24.69	25.18
Special Services Assistant	Yr	01	16.50	16.83
		02	17.10	17.44
		03	17.69	18.04
		04	18.25	18.62
Student Data Coordinator	Yr	01	19.19	19.57
		02	19.76	20.16
		03	20.34	20.75
		04	20.90	21.32
		05	21.45	21.88
		06	21.66	22.09
Support Specialist	Yr/Sch	01	15.39	15.70
		02	15.96	16.28
		03	16.60	16.93
		04	17.16	17.50
		05	17.74	18.09
		06	18.33	18.70
		07	18.87	19.25
		08	19.06	19.44
Support Specialist Steno	Yr	01	17.44	17.79
		02	17.98	18.34
		03	18.56	18.93
		04	19.17	19.55
		05	19.79	20.19

APPENDIX B: CFOP Salary Schedule

Key: Yr = Year Round
Sch = School Year

Title	Period	Step	School Year	
			2017-2018	2018-2019
Transportation Router	Yr	01	19.75	20.15
		02	20.32	20.73
		03	20.93	21.35
		04	21.48	21.91
		05	22.14	22.58
		06	22.35	22.80
Transportation Specialist	Yr	01	22.12	22.56
		02	22.65	23.10
		03	23.22	23.68
		04	23.84	24.32
		05	24.44	24.93
		06	24.69	25.18
Workers' Compensation Technician	Yr	01	22.10	22.54
		02	22.65	23.10
		03	23.22	23.68
		04	23.84	24.32
		05	24.44	24.93
		06	24.69	25.18

<hr/>		<i>Compensatory Time</i>	13-14
<i>Absenteeism</i>		<i>Computers (use of)</i>	50
Doctor's statement	30	<i>Court Appearance</i>	
Excessive	30	Jury Duty	35
Illness	30	Student Assault	36
<i>Agreement (CFOP/BOARD)</i>	1	<hr/>	
<i>Assistance Programs</i>	47-48	<i>D</i>	
Adoption	48	<i>Demotion</i>	
Concern (Employee)	47	Voluntary	24
Tuition Waivers (Enrollment/CPS)	48	<i>Discipline</i>	
		Employee	27
<i>B</i>		Student Supervision	18
<hr/>		<i>Displacement (position)</i>	28
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