

MEMORANDUM OF UNDERSTANDING
REGARDING JANUARY, 2017 BUILDING MOVE

This Memorandum of Understanding (“MOU”) is entered by and between the Norton City School District Board of Education (“the Board”) and the Ohio Association of Public School Employees Local #167 (“the Association”) on the date set forth below.

WHEREAS, the Board is in the process of a District-wide school building construction and renovation project; and,

WHEREAS, the first phase of this project, the construction of the new High School, is anticipated to be completed in or around January 1, 2017; and,

WHEREAS, the Board anticipates the movement of current High School personnel to the new High School, and the movement of current Middle School personnel to the new Middle School (the former High School), effective January 3, 2017; and,

WHEREAS, the Board and the Association desire to mutually agree to accomplish the movement of personnel with efficiency and minimal disruption.

NOW, THEREFORE THE PARTIES HEREBY AGREE:

Section 1. The Board and the Association shall work together to update the District’s seniority lists for all Association members consistent with Article 13(I) of the Agreement. Seniority lists verified by both the Board and the Association, and signed off by each member of the Association, shall be completed no later than December 12, 2016.

Section 2. All current High School secretarial employees shall be moved from the old High School to the new High School to the same positions in which they currently are assigned.

Section 3. All current Middle School secretarial employees shall be moved from the old Middle School to the new Middle School to the same positions in which they currently are assigned.

Section 4. All current High School educational assistants shall be moved from the old High School to the new High School to the same positions in which they currently are assigned. The temporary high school cafeteria monitor position which is currently is filled by a substitute will not transfer to the new high school, but will cease to be filled as of January 1, 2017.

Section 5. All current Middle School educational assistants shall be moved from the old Middle School to the new Middle School to the same positions in which they currently are assigned.

Section 6. It is anticipated that a new High School cafeteria position will be created and posted on or about December 12, 2016. This position will be filled effective January 1, 2017 pursuant to a bid meeting of all interested cafeteria personnel on or about December 19, 2016, which will occur at a bid transfer meeting as described in the document attached as Exhibit A. The person awarded the position shall not be afforded the probationary period set forth in Article 13(G) of the Agreement unless they are outside the cafeteria classification.

Section 7. Subsequent to the completion of the steps set forth in Section 6, all remaining High School cafeteria employees shall be moved from the old High School to the new High School to the same positions in which they are assigned as of January 1, 2017.

Section 8. Subsequent to the completion of the steps set forth in Section 6, all remaining Middle School cafeteria employees shall be moved from the old Middle School to the new Middle School to the same positions in which they are assigned as of January 1, 2017.

Section 9. (a) The High School Maintenance/Custodian Position already has been eliminated effective December 31, 2016, and the person who held that position has already exercised his bumping rights. The person who was bumped through the exercise of these rights will be afforded bumping rights at a mandatory bid-bump meeting of all custodial personnel on December 19, 2016, as described in the document attached as Exhibit A.

(b) A new position of Head Day Custodian at the High School will be created and posted on or about December 12, 2016. The creation of this position will be effectuated through the changes to the Negotiated Agreement set forth in Exhibit B. This position will be filled effective January 1, 2017 pursuant to the bid bump meeting referenced in Section 9(a) of all interested custodial personnel on or about December 19, 2016. The person awarded the position shall not be afforded the probationary period set forth in Article 13(G) of the Agreement unless they are outside the custodial classification.

Section 10. Subsequent to the completion of the steps set forth in Section 9, all remaining High School custodial employees shall be moved from the old High School to the new High School to the same positions in which they are assigned as of January 1, 2017.

Section 11. Subsequent to the completion of the steps set forth in Section 9, all remaining Middle School custodial employees shall be moved from the old Middle School to the new Middle School to the same positions in which they are assigned as of January 1, 2017.

Section 12. To accommodate the Bid-Bump-Transfer meeting posting timelines, RIF/bumping timelines, and probationary periods (employee & employer) shall be waived in addition to any other exceptions stated herein.

Section 13. High school and middle school custodial employees will be given a tour of the new buildings and a written list of work areas as well as a diagram prior to the building move taking place.

Section 14. In the event that the anticipated date for completion of construction of the new High School is delayed beyond January 1, 2017, the parties agree to mutually extend the timelines set forth in this MOU.

Section 15. The parties expressly agree that they do not intend to create any precedent or past practice with this MOU, except as set forth in Exhibit B hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding effective the __ day of November, 2016.

NORTON CITY SCHOOL
DISTRICT BOARD OF EDUCATION

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES #167

Board President

Superintendent

Treasurer

EXHIBIT A

- A. The vacant cafeteria position at the High School shall be filled as follows:
1. The bid transfer meeting may be attended by all persons interested in the vacant position (including any vacant position(s) which become available as a result from the filling of the posted position) or by such persons' proxies as identified in the Bid Transfer Proxy Form (see attached). At that meeting, the position shall be awarded to the most senior bidder in attendance, or by their proxy, at the meeting, either permanently assigned within the classification or on lay-off from the classification where the vacancy occurs. If the person awarded the position is currently assigned to a position from within the classification, then the newly vacant position will be filled by the next senior (by classification seniority) interested bidder in attendance, or by their proxy, at the bid transfer meeting. This process will continue until such time as a vacant position is awarded to the most senior (by classification series seniority) qualified interested bidder outside the classification, but within the classification series in attendance, or by their proxy, at the bid transfer meeting. If no such person bids upon the position, the position shall be awarded to the most senior (by system seniority) qualified interested bidder outside the classification in attendance, or by their proxy, at the bid transfer meeting. If testing is required for the position, then the top three (3) senior interested persons shall be tested. All persons who are transferred within the same classification as a result of the bid transfer meeting will not be subject to the probationary period set forth in Article 13(G).
 2. If no qualified employee from within the bargaining unit submits a bid the Board may post the vacancy and hire a new employee for the position.
- B. The vacant Head Day Custodian position at the High School shall be filled as follows:
1. The bid bump meeting shall be attended by the former High School Maintenance/Custodian and all custodians, and may be attended by all other persons interested in the vacant Head Day Custodian at the High School position (including any vacant position(s) which become available as a result from the filling of the posted position) or by such persons' proxies as identified in the Bid Transfer Proxy Form (see attached). At that meeting, the position shall be awarded to the most senior bidder in attendance, or by their proxy, at the meeting, either permanently assigned within the classification or on lay-off from the classification where the vacancy occurs. If the person awarded the position is currently assigned to a position from within the classification, then the newly vacant position will be filled by the next senior (by classification seniority) interested bidder in attendance, or by their proxy, at the bid transfer meeting. This process will continue until such time as a vacant position is awarded to the most senior (by classification series seniority) qualified interested bidder outside the classification, but within the classification series in attendance, or by their

proxy, at the bid transfer meeting. If no such person bids upon the position, the position shall be awarded to the most senior (by system seniority) qualified interested bidder outside the classification in attendance, or by their proxy, at the bid transfer meeting. If testing is required for the position, then the top three (3) senior interested persons shall be tested. All persons who are transferred within the same classification as a result of the bid transfer meeting will not be subject to the probationary period set forth in Article 13(G).

2. If no qualified employee from within the bargaining unit submits a bid the Board may post the vacancy and hire a new employee for the position.
3. If at the conclusion of this process, if there are any employee(s) remaining with bumping rights, he/she will have bumping rights at the bid-bump meeting as follows: Affected employee(s) shall have the right to choose a building and displace either (a) the least senior employee within the same classification and same annual hours, or (b) a less senior employee within the same classification with fewer annual hours, with the only exception being that a part-time employee may not displace a full-time employee. Any employee so displaced shall have the same displacement rights at the bump meeting.
4. At such bump meeting, any employee who is displaced from a classification may displace a less senior employee in the next lower classification(s) in the classification series in the same building with the only exception being that a part-time employee may not displace a full-time employee. Any employee so displaced shall have the same displacement rights.
5. If any employee remains bumped after this process set forth in (1)-(4) above, the employee may follow the procedure for bumping set forth at Article 14(A)(4).

BID TRANSFER MEETING PROXY FORM

Norton City Schools

Date Filed: _____

This form must be provided to the Business Manager at least twenty-four (24) hours prior to the Bid Meeting identified below in order for it to be valid. This form may be submitted either in-person, or scanned and sent by email, to the Business Manager. This form shall not be valid unless it is signed by the Employee.

Name of Employee: _____ (the "Employee")

Name of Employee's Proxy: _____ (the "Proxy")

Date of Bid Transfer Meeting: _____ (the "Bid Meeting")

The Employee hereby designates the Proxy (who must be a bargaining unit member) to attend the Bid Meeting in place of the Employee and to speak and bid on behalf of the Employee for purposes of bidding on vacancies which exist or are created as a result of the Bid Meeting. The Proxy will have full authority to act and bid on behalf of the Employee for the following vacancies (check one):

_____ All vacancies which exist or are created as a result of the Bid Meeting

_____ Only for the following positions if they are or become vacant (identify each vacancy by classification, location and hours):

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

List additional positions on the back of this sheet

By signing this Form, the Employee acknowledges and understands that s/he is authorizing the Proxy to act on the Employee's behalf in choosing whether or not to bid on vacancies at the Bid Meeting, and that the actions of the Proxy in choosing to bid or not bid on a vacant position on behalf of the Employee will be binding upon the Employee. The Employee further understands and agrees that s/he cannot grieve, challenge or otherwise contest any decision pertaining to the award of a vacant position resulting from any action or decision of the Proxy.

Signature of Employee: _____

Received: Date: _____ Business Manager's Signature: _____

Copy: OAPSE President

EXHIBIT B

The Negotiated Agreement between the Norton City School District Board of Education (“Board”) and OAPSE Local #167, with an effective term from July 1,2013 through June 30, 2016, is hereby amended as follows, for the purpose of creating the position of Head Day Custodian at the High School:

A. Appendix 1-A is hereby amended as follows:

* * *

- 3. Custodial Services
 - a. Maintenance/Custodian ~~High School~~
 - b. Head/Day Custodian **High School and** Middle School
 - c. Head/Day Custodian
 - d. Custodian
 - Part-time Custodian

- 4. Maintenance Series
 - a. Maintenance I
 - b. Maintenance II
 - Maintenance/Custodian ~~High School~~

* * *

B. Appendix 1-B is hereby amended as follows:

* * *

- 3. Custodial Classification Series
 - a. Maintenance/Custodian ~~High School~~
 - b. Head/Day Custodian **High School and** Middle School
 - c. Head/Day Custodian
 - d. Custodian
 - Part-time Custodian
12 months
8 hours daily (with exception of part-time)

Note: Custodians working less than 40 hours per week during the school year will work 40 hours per week during the summer.

- 4. Maintenance Classification Series
 - a. Maintenance I
 - b. Maintenance II
 - Maintenance/Custodian ~~High School~~

- Maintenance Trainee – 90 day probationary period before becoming Maintenance II

12 months
8 hours daily

* * *

C. The Salary Schedule is hereby amended as follows:

* * *

3. CUSTODIAN
a. Maint/Custodian HS
b. Head/Day Custodian HS and MS
c. Head/Day Custodian
d. Custodian

* * *

D. These amendments to the Agreement specified in appendix B herein, shall be permanent and survive the expiration of the Memorandum of Understanding.