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MASTER AGREEMENT

OTSEGO LOCAL BOARD OF EDUCATION

AND

OAPSE LOCAL 469

July 1, 2011 - June 30, 2014

ARTICLE 1 NEGOTIATING PROCEDURE

A. Recognition

The Otsego Local School Employees Union, hereinafter referred to as the "Union," being chapter #469 of the Ohio Union of Public School Employees, is recognized as the exclusive negotiations representative of all full-time and regular short-hour employees in the following positions and classifications of support personnel:

- Classroom Aides
- Library/Media Aide
- Lunchroom Monitor/Aide
- Bus Drivers
- Cashiers
- Cooks
- Crossing Guard
- Custodians
- Bus Mechanic
- Mechanic Helper
- Administrative Assistant
- Computer Coordinator
- Transportation Clerical Assistant
- Treasurer's Office Aide
- Treasurer's Office Clerk

It is mutually recognized that the following classified and support personnel shall be excluded from the bargaining unit:

- Treasurer
- Assistant to Treasurer
- Payroll/Accounting Assistant
- EMIS Coordinator
- Cafeteria Supervisor
- Supervisor of Building and Grounds
- Transportation Supervisor/Technician
- Administrative Assistant to the Superintendent/Administrative Administrative

Assistant

Positions and classifications will be considered as a combined, single bargaining unit, for the purpose of attempting to reach mutual understanding regarding matters related to terms and conditions of employment for members of the bargaining unit.

At least thirty (30) calendar days prior to commencement of any negotiations hereunder, the Union must present to the Board of Education a certified statement of majority status, verifiable by a disinterested party of the Board's choosing, demonstrating representation of a majority of the employees in the unit.

B. Statement of Principles

1. The Board of Education of the Otsego Local School District, hereinafter referred to as the "Board," and the Union state that the purpose of the procedures established in this agreement is to promote harmonious and cooperative relationships between the Board and its non-certified employees and to protect

the public and the welfare of the Otsego children by assuring orderly and uninterrupted operation of the public school system, for and in aid of that purpose, the principles stated in succeeding sections of this article shall govern the interpretation and application of the remaining provisions of this agreement and the procedures set forth therein.

2. It is recognized that sole authority to resolve any matter which may be a subject of negotiation is reposed in the board, and the unitary function of the procedures established by this agreement is to assure consultation between representatives of the Board and representatives of its non-certificated employees precedent to Board discharge of its decision-making responsibility. Compliance with the procedures set forth in this agreement shall constitute the consultation contemplated by the parties as a predicate to Board determination of any issue which may be a subject of negotiation.

3. The terms of this agreement and the procedures established therein shall not prevent, and shall not be construed to prevent, the Board from performing its obligations within such time and in such manner as may be required by law, nor from making such determinations and taking such actions preliminary thereto as may be required to insure timely compliance with the requirements of law.

4. "Good Faith" negotiations, as provided for in this document, includes, but not by way of limitation, reasonable positions on bargainable considerations of fiscal or administrative judgment in setting forth, evaluating or declining to agree to proposals; a search for counter-proposals to proposals not accepted; abstention from the breach of existing agreements and from encouraging, or engaging in, or condoning unlawful or improper conduct sanctions, threats, or other means of coercion; and refraining from unexplained changes in position and from raising new and additional issues calculated to avoid the reaching of an agreement; but does not compel either party to agree to a proposal or require the making of a concession.

C. Subjects of Negotiation

Representatives of the Board and the Union shall negotiate all matters pertaining to wages, hours or terms, and other conditions of employment.

D. Request for Opening of Negotiations

A request for the opening of negotiations shall be submitted in writing by the Union to the Superintendent or by the Superintendent to the President of the Union on or before 75 days prior to the expiration of the current contract. A mutually convenient meeting date shall be set no later than 60 days prior to the expiration of the current contract, unless both parties agree to a later date, to adopt an agenda listing those issues which shall be negotiated and to set dates and procedures for the ensuing meetings.

Meetings shall be scheduled at reasonable intervals, places and times and to avoid conflict and interference with school and employment schedules.

E. Submission of Issues

All issues for negotiations by the Union shall be submitted in writing at the first meeting and the Board shall submit in writing to the Union all of its issues for negotiations no later than the second meeting unless agreed by both parties.

F. Negotiation Procedures

The parties shall meet at times and places agreed upon at the beginning of the prior meeting. Length of meeting as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive session.

G. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period of time to caucus in privacy.

H. News Releases

Any news release will be by prior mutual agreement in written form and signed by the chief negotiators of each party.

I. Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.

J. Agreement

When an agreement is reached through negotiations, the outcome shall be reduced in writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form it shall be submitted to the Union. The Board may adopt the agreement following ratification by the Union. If adopted by the Board, the agreement shall become part of the official Board minutes and be binding on both parties. Said agreement shall be signed by the Board's representative and by the representative of the Union. The Board will type the original copy of the agreement and furnish two (2) copies to the bargaining unit.

K. Representation

The negotiation committees representing the Union and the Board shall be comprised of not more than six (6) members.

L. Disagreement

A. In the event an Agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.

B. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

C. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where Agreement has not been reached by either party.

D. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.

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

E. The Mediator has no authority to recommend or to bind either party to any agreements.

ARTICLE 2 PREROGATIVES RELATIVE TO UNION RECOGNITION

Recognition of the Otsego Chapter #469 of the Ohio Association of Public School Employees as the bargaining agent for non-certificated employees of the Otsego Local School District entitles the Union to the following items in cooperation with building principals:

A. Use of building bulletin boards for staff information.

B. Payroll deductions of membership dues.

C. Use of the public address system, during periods of normal usage, for Union announcements.

D. Use of district duplicating equipment for Union announcements, with the Union covering the costs and/or expenses related with same.

E. Distribution of Union-related bulletins and materials pursuant to normal school and district distribution procedures.

F. At the time of normal distribution, the Union president will be furnished a copy of the agenda of each meeting of the Board of Education with the financial statement and minutes from the previous meeting.

G. The Union, through a designated spokesperson, shall have the right to speak relative to any issue open for public discussion at all regular or special Board meetings, if such issue has previously been discussed with the superintendent.

H. Financial statements of the Otsego Local School District and other public documents will be made available to the president of the Union upon request.

I. The Union shall have the right to use school facilities without charge for its meetings at times when a custodian is on duty. At other times, the Union will reimburse the Board only for custodial charges.

J. Names, assignments and addresses of newly employed non-certificated staff shall be provided to the Union as soon as practicable following their employment.

K. The president or designated representative of the Union shall be granted professional leave to represent the Union at the annual meeting of the Ohio Union of Public School Employees.

L. The Board will acknowledge the attempt of the Union to provide workshops for Public School Employees and that they are held often concurrently with Teacher's Union Workshops in the fall of the school year. In addition, the Board of Education will provide one paid inservice day for each of the five categories in the bargaining unit (custodians, cooks, secretaries, bus drivers and aides).

M. Authorized delegates of the Union shall be permitted to attend the annual OAPSE Conference without loss of pay, during the period concurrent with the structure of the meeting. The Board will assume the cost of the substitute for the president of the Union or his/her delegated representative. The Union will reimburse the Board of Education for the cost of the substitute of any additional delegates.

N. Members of the bargaining unit will not be laid off or reduced in hours as a direct result of subcontracting.

O. Employees working night shifts will be granted up to one (1) hour to attend officially authorized union meetings without loss of pay. This shall occur no more than seven (7) times per year and the superintendent will be notified in advance if the date and time of such meetings.

ARTICLE 3 AGREEMENT

This agreement supercedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Union, and constitutes the entire agreement between the two parties.

ARTICLE 4 UNION SECURITY AND DUES CHECK OFF, PEOPLE

Effective January 1, 1993, all present employees within the bargaining unit who are members of the Union shall remain members of the Union. Employees in the bargaining unit, who after sixty (60) days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union. Union members shall have written authorization for dues deduction on file with the Board of Education Treasurer.

The fair share fee amount shall be certified to the Board of Education, by the Treasurer of the local Union and shall not exceed the dues regularly required of Union members. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with regular dues deduction as provided herein, and employees, who are not members of the Union, are required as a condition of employment to pay the fair share fee.

Dues deduction authorization shall be continuous from year to year. However, authorization may be

withdrawn by the individual member upon written notification to the Union Treasurer, O.A.P.S.E. State Treasurer, and Board of Education Treasurer, between the dates of December 1st and 15th in the last year of the Contract.

The Treasurer of the Board of Education shall deduct from the employee's pay all dues deductions and fair share fees. The Union Treasurer shall forward to the Treasurer of the Board of Education between September 1 and September 25 or within thirty (30) days of an employee's date of hire each year the amount to be deducted for that year.

The Union shall provide the Board of Education Treasurer with the amount of deduction (either full or prorated) for new employees if he/she is employed during the contract year.

The Board of Education Treasurer shall forward to the O.A.P.S.E. State Treasurer the amount of the State and Local Union dues/fees, along with a complete description by name and amount for each employee. A copy of this description shall be forwarded to the Local Union Treasurer. This shall be done within ten (10) days following each deduction.

It is specifically understood the only responsibility the Board of Education and its Treasurer assumes is to deduct the dues and service fees in the amount specified by the Union and to forward such dues according to the terms of the Agreement. The Union agrees to accept full liability financially and legally for any charges which may be filed, fees, penalties, punitive damages, costs, and/or back pay liabilities arising out of the employer's actions or inactions involving dues and service fees.

The Union reserves the right to designate counsel to represent and defend the Employer. However, this provision shall not prevent the Employer from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the Union agrees that the counsel it designates to represent the Employer shall accept and act upon the Board of Education's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Union impose such representation upon the Employer as to create or foster a conflict of interest.

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union must have collections totaling a minimum of twenty-five dollars (\$25) per month for deductions to be made by the employer.

ARTICLE 5 SEVERANCE RETIREMENT PAY

When an employee in the bargaining unit retires from Otsego Local Schools, that employee shall be entitled to severance retirement pay. Severance pay shall be a one-time lump sum payment.

Severance pay benefit shall be calculated according to the following:

A. Severance pay = number of accumulated and unused sick leave days x 1/4 x per diem rate of regular salary on the last day of board employment and shall not include any supplemental contract. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit earned by

the employee.

B. Severance pay benefits shall be limited to a maximum of 70 days.

No employee shall be eligible for severance pay prior to completion of five (5) years full time, continuous service with the Otsego School System. Five (5) years of continuous service shall be calculated from the employee's first day of service with the Board until the last day of service.

Payment shall be made within thirty (30) calendar days of notification of retirement from the employee's retirement board.

ARTICLE 6 TERM LIFE INSURANCE

The Board shall provide for each full-time or regular employee a term life insurance plan in the amount of forty thousand dollars (\$40,000).

ARTICLE 7 RELEASE TIME

Only after receiving the approval of the building principal or superintendent, the Board agrees to permit the chapter president or his/her designee release time to handle urgent problems involving members of the Union.

ARTICLE 8 NO STRIKE

There shall be no strike, slow-down, or work stoppages sanctioned by the Union for the duration of this agreement. Should there be a strike, slow-down, work stoppage or other job action that would have adverse effect upon any function or facility of the Otsego Local School District, such a strike, slow-down, work stoppage or other job action would breach and invalidate the entire contract.

ARTICLE 9 JURY DUTY AND COURT APPEARANCE AND ELECTION BOARD

An employee will be excused to serve jury duty or to respond to a served subpoena. The employee will receive his/her regular pay and also receive the court compensation to help defray the cost of parking, mileage, etc., if such appearance coincided with his/her working day. Employee must present a certificate (obtainable at any court house when reporting for jury duty) to the treasurer of the Board. Days missed from work for reasons under this article shall not be deducted from sick leave or personal days.

If any employee chooses to be on the Board of Elections, they may do so if they forfeit that days wage from Otsego.

**ARTICLE 10
PHYSICAL EXAMINATION/FINGERPRINTING**

Whenever the Board requires any employee to undergo a physical examination the Board shall pay the normal and customary cost as defined by the Board's designated insuring company.

Initial fingerprinting cost required to be employed by the district is the responsibility of the individual. The board will pay for required fingerprinting after the initial required fingerprinting.

**ARTICLE 11
CONFLICT WITH LAW OR REGULATIONS**

If any provision of this document, or any application of the provisions of this document to any person or persons, or any agreement reached under its terms, conflicts with any federal, state or municipal law, regulation, ordinance, ruling, or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative, but the remaining provisions hereof shall continue in effect.

**ARTICLE 12
INSURANCES**

A. The Board of Education shall provide hospitalization, major medical, dental, and vision insurance as specified below.

For employees eligible for hospitalization, major medical, dental, and vision insurance hired in the District before January 1, 2008 the Board shall pay 85% of the cost of a PPO Medical Plan. Each individual employee shall be responsible for the remaining cost of the policy.

For employees eligible for hospitalization, major medical, dental, and vision insurance hired in the District after December 31, 2007, the Board shall pay 80% of the cost of a PPO Medical Plan. Each individual employee shall be responsible for the remaining costs of the policy.

Medical benefits to be effective July 1, 2011:

Deductible (Network/Non-network)	\$50 / \$100
Co-insurance (Net/Non-net)	100% / 80%
Office visit (Net/Non-net)	\$10 / 80%
Retail Rx	\$5 / \$10 / \$20
Mail Order Rx	\$10 / \$20 / \$30
Out-of-pocket max (Net/Non-net)	\$200 / person excluding deductible
Dependent age	23 / 25
Annual max	\$1,000,000

B. Spousal Language - Effective January 1, 2008, spouses of employees who work for an employer where insurance is available will be required to enroll in single coverage through their employer. The spouse is not required to enroll other family members. Administration will also require all employees to complete a Spousal Certification form documenting spousal employer insurance eligibility on an annual basis.

Spouses will be exempt from the carve-out requirement if:

1. Spouse is employed by another school district inside the Wood County School Employee insurance consortium.
2. Spouse contributes more than \$50.00 per month toward medical premiums for single coverage.
3. Spouse does not have access to employer health insurance.
4. Spouse is retired.

If none of these exemptions pertain to the spouse, the spouse must enroll for at least single coverage at their next open enrollment period. The spouse can still be maintained on the Otsego program as secondary coverage but primary coverage will be the spouse’s employer.

Whether primary coverage is through spouse’s employer or the Otsego health care plan, spouses will still be eligible for dental, vision and prescription coverage through the Otsego program.

C. For employees hired in the District before December 31, 2007 in order that the necessary and proper differentiation between full-time employees and part-time employees is established in the area of insurance benefits, the following distinctions are provided:

<u>Hours Regularly Employed Per Day/Per Week</u>	<u>Employee Status Percentage Board-Paid</u>
0 to less than two hours per day/ 0 to less than ten hours per week	part-time/0%
two to less than four hours per day/ ten to less than twenty hours per week	part-time/25%
four to less than six hours per day/ twenty to less than thirty hours per week	part-time/50%
six to eight hours per day/ thirty to forty hours per week	full-time/85%

The Board of Education agrees to pay the percentage indicated above of the insurance premiums desired by the employee. This percentage applies to all Board approved insurance plans, except hospitalization. If the employee desires family coverage, the employee must assume the difference between the single premium and the family premium. This provision applies to all new employees hired after September 1, 1987 and before December 31, 2007.

D. Any employees hired after January 1, 2002 and before December 31, 2007 will pay fifty (50) percent of any increase in premium that occurs.

E. Employees hired in the district after December 31, 2007 must work 35 hours per week to be eligible to participate in the District hospitalization, major medical, dental, and vision insurance plans.

F. Health Incentive Plan: The Board implemented the following plan for eligible participants effective January 1, 2008:

Eligible Participants -Bargaining unit members who are insured under a health insurance plan other than that provided in this agreement and who elect to drop their health insurance (status as of 10/22/2007) coverage status and bargaining unit member new to the district during the duration of this negotiated agreement are eligible for the Health Incentive Plan.

Plan benefits - Each eligible plan participant will receive an incentive payment equal to twenty-five (25%) percent of the amount which the Board would have been required to contribute to that member's health insurance premium payment had the member subscribed to that coverage. The incentive payment will be made monthly beginning with the first month following acceptance of the application and that such payments will be subject to all applicable withholding including, but not limited to STRS contributions, and federal, state, and local income tax.

To participate in the Health Insurance Incentive Plan, you must complete an Election Agreement for this plan. You will be able to elect to exchange coverage for cash compensation.

Generally, you will not be permitted to change your election to participate in the Plan or to vary the level of benefits you have selected during the Plan Year except during Open Enrollment periods.

However, you may change your previous election if you have a "change in family status." A change in family status is defined in Internal Revenue Service regulations as follows:

1. You become divorced or legally separated from your legal spouse
2. Your spouse, dependent, or beneficiary dies
3. You become permanently disabled
4. You marry.
5. The birth or legal adoption of a person who qualifies as your dependent.
6. Termination or commencement of your spouse's employment.
7. You switch from part-time to full-time, or vice-versa.
8. You or your spouse takes an unpaid leave of absence.
9. There is a significant change in health coverage for yourself or your spouse due to your spouse's employment.

Unless you have a change in family status, you will only be permitted to change your election during the Open Enrollment period.

If your employment is terminated during the Plan Year, your active participation in this plan will cease and you will not be able to receive benefits elected under this Plan.

The Employer bears the entire cost of administering this Plan. Benefits under this Plan are paid from the general funds of the Employer and are self-administered by the Employer.

The Superintendent is empowered and authorized to make rules and regulations and establish procedures with respect to this plan and to determine or resolve all questions that may arise as to eligibility, benefits, status and rights of any person claiming benefits under this Plan. The Superintendent has the power and authority to construe and interpret the Plan to correct any defect, supply any omissions or reconcile any inconsistencies in the Plan. These actions by the Superintendent must be consistent with the terms and conditions of any applicable collective bargaining agreement. The Board and Association agree that any decision made is still subject to the grievance procedures as outlined in the master agreement.

If any benefit provided under this Plan is denied, you or your beneficiaries may request a full review by writing to the Plan Administrator within 60 days of the denial. Be sure to state in your letter why you believe the benefit should not have been denied and submit any relevant data, questions, or comments. Ordinarily, a decision will be returned to you in writing not later than 60 days after you request the review. However, if additional information is required, the review may take longer but in no circumstances will this decision be rendered later than 120 days after your request.

Nothing in this Plan in any way creates an expressed or implied contract of employment.

The Employer intends to continue this Plan indefinitely. However, certain circumstances may require that this Plan be amended or terminated. The Employer reserves the right to amend, modify, or terminate this Plan, consistent with the terms and conditions of any applicable collective bargaining agreement.

SECTION 125 PLAN

The benefits provided to employees by Section 125 of the Revenue Act shall be made available to any bargaining unit member so requesting that their benefits be non-taxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the Board with an insurance company of its choice that acts as enroller and record keeper of the plan. The insurance company shall hold the Board harmless and provide the board with a record-keeping agreement that will further hold the Board risk free under the IRS provisions regulating non-reimbursed medical payments.

ARTICLE 13 GRIEVANCE PROCEDURE

A. Definition

A "grievance" is any alleged violation, misinterpretation or misapplication of the written agreement between the Board and the Union.

B. Step 1: If an employee believes there is a basis for grievance, he/she must first discuss the matter with his/her immediate supervisor in an effort to resolve the problem internally.

Step 2: Within ten (10) working days of the act or condition which is the basis for said grievance, the employee will present the grievance in writing (Exhibit A) to his supervisor or the appropriate designated person serving as immediate administrative supervisor. Within five (5) working days of receipt of the written grievance, the supervisor or the appropriate designated person shall schedule a meeting with the aggrieved employee, with association representation if desired, to discuss the grievance. Within five (5) working days after such meeting, the supervisor or designated representative shall give his/her answer in writing to the person or persons signing the grievance. All written grievances shall be on standard forms provided by the office of the superintendent. A copy of each grievance filed in Step 2 shall be provided for the superintendent.

Step 3: If the grievance is not resolved in Step 2, the employee may within five (5) working days of receipt of the supervisor's answer, submit to the superintendent the answer at Step 2 with the original grievance statement. Within five (5) working days of receipt of the written grievance, the superintendent shall schedule a meeting with the aggrieved employee with association representation if desired, to discuss the grievance. The superintendent shall give the employee or his association representative an answer in writing no later than five (5) working days after the meeting.

Step 4: If the action taken by the superintendent does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Board of Education. The notice of appeal shall be sent to the superintendent and a copy filed with the treasurer of the Board. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the superintendent's action on said grievance shall be deemed a waiver of the right of appeal. The Board of Education shall act on the appeal no later than the next regular board meeting.

The Board shall notify the employee or the Union representative of their decision, in writing, within five (5) working days of the decision.

Step 5: If the action taken by the Board of Education does not resolve the grievance to the satisfaction of the employee, the employee may within fifteen (15) work days after receiving the Board's decision, demand in writing that the grievance be submitted to arbitration.

The written demand will be served upon the Superintendent. Within ten (10) work days after such written notice, the Board and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, a request for a list of arbitrators may be made to the AAA by either party.

The parties shall thus be bound by the rules and procedures of the AAA to the selection of the arbitrator. The arbitrator so selected shall confer with the representatives of the Employer and Union and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no authority to alter, add to or subtract from the express terms of this contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declaration of opinion

which are not directly essential in reaching his/her decision. The decision of the arbitrator shall be submitted to the employer and the Union and shall be final and binding on the parties.

The fees and expenses of the arbitrator, O.A.P.S.E., and the Board shall be borne entirely by the losing party. Fees and expenses will be shared only in the event that it is impossible to determine from the award which party is the loser.

ARTICLE 14 VACANCIES

A. Job openings shall be posted in each school building and the bus garage. Postings shall be sent to the buildings within ten (10) days after receiving notice from the employee leaving and a copy of the posting shall also be mailed to the home of the Union president. Job postings will include the hours required, the work sites of the vacancy, and the job description. Postings will also include the approximate beginning and ending work hours.

B. Personnel may make application for any opening, in writing to the superintendent, within five (5) working days of the posting; ten (10) working days during the summer or when school is not in session.

C. Notification of job openings as they occur shall be mailed to employees who so request and in the classification requested. The Union will furnish mailing labels to the central office for those persons who have requested notification by mail.

D. In selecting a replacement for the vacancy, current employees who have applied in writing for the position and who meet the specifications for the assignment in consideration shall be interviewed first.

If the superintendent has verified the applicant to possess said qualifications, the vacant position shall be offered first to the qualified employee working within the classification. If a current employee does not meet the qualifications, the superintendent is free to pursue candidates outside the classification and/or school system who have applied for the opening.

E. Job descriptions for all classifications shall be placed in the offices of each building.

F. Probationary Period – There shall be a probationary period of ninety (90) calendar days for newly hired employees to allow the Board to determine the fitness and adaptability of said employee. During such time the new employee shall have no seniority rights and his/her discharge for any reason shall not be subject to the grievance procedures as hereinafter set forth. Employees retained beyond the ninety (90) calendar day period shall have their seniority computed as their date of hire and classification seniority computed as of their date of entry into the classification.

ARTICLE 15 BOARD (MANAGEMENT) RIGHTS

The Board has the responsibility and shall exercise at all times its exclusive authority and expressed mandate to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies, regulations and rules as it may

deem necessary shall be limited only by the specific and express terms of this agreement. For members of the bargaining unit hired after January 1, 2005, their paychecks shall be deposited directly to a bank of their choice subject to mandatory and authorized withholdings, contributions and deductions.

Bargaining unit members employed prior to January 1, 2005 may have their paychecks directly deposited to a bank of their choice at their option. However once direct deposit begins the bargaining unit member cannot revoke the authorization without written approval of the school district treasurer.

**ARTICLE 16
PAID HOLIDAYS**

New Year Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving
Memorial Day	1/2 Christmas Eve Day
Independence Day	1/2 New Years Eve Day
Labor Day	*Presidents' Day
Martin Luther King Day	

The above listed holidays shall be classified as holidays on which all regular non-certificated employees will be paid their regular rate of pay, provided such employees work their last scheduled workday preceding such holiday and the first scheduled workday following such holiday. When any of these days fall on Saturday or Sunday, and school is closed on Friday or Monday, that day shall be a paid holiday. Employees required to work on a holiday shall receive their holiday pay in addition to one and one-half (1 1/2) times their regular rate of pay for all hours worked that day. One-half day holiday will be combined into a full day vacation on New Year's Eve when school is in session on Christmas Eve.

In addition to the above listed days, twelve month employees only will be granted a full day on the day before Christmas, a full day on the day before New Years.

* If school should be in session this day, it will be exchanged for another day as arranged by the Superintendent.

**ARTICLE 17
PAID VACATIONS**

Following the anniversary date of employment, all non-certificated employees working the full calendar year shall be granted the following vacations with pay:

1 year service to system	10 working days
6 years service to system	11 working days
7 years service to system	12 working days
8 years service to system	13 working days
9 years service to system	14 working days
10 years service to system	16 working days
15 years service to system	21 working days

Vacation credit shall not be cumulative beyond the period of one year. Vacations shall not be taken during the school calendar year or two weeks prior to the beginning of school, except with the consent of the affected building principal and the superintendent. Request for the vacation period

shall be made to the superintendent by April 15th, with presentation of a total proposed equitable vacation schedule to the staff by May 1st.

ARTICLE 18 WORK WEEK and CALENDAR

A. The regular work week for a full-time employee shall be forty hours, based on an eight (8) hour day.

B. Time and one-half shall be paid for all administratively authorized hours worked beyond the forty-hour limitation in any given calendar week. Sick leave not actually worked will not be computed as "hours worked" for purposes of determining eligibility for overtime. The same would apply to any other authorized paid absence, excluding vacation pay. Compensatory time at time and one-half may be granted to the support staff, as long as it conforms to legal requirements. Upon employee request, comp time shall be granted within a reasonable amount of time so long as it does not unduly disrupt the employer's operations.

C. Overtime or premium pay (field trips, etc.) assignments shall be distributed as fairly and equitably as is reasonably possible.

D. Overtime shall also be offered to employees on a rotation basis by shifts recognizing seniority using the following formula:

1. Employees shall be awarded overtime within their own job location and shift before it is offered to an employee from another location or shift.

2. If an employee within a job location declines overtime, it shall be offered to the senior employee within the job classification on the same shift that the overtime is needed. Such overtime out of location shall be on a rotation basis.

3. In the event no employees accept overtime using the above formula, the administration will assign the least senior employee at the location in the classification and shift and the employee will be required to take the overtime, or call a substitute.

E. Overtime shall be paid the pay period following the pay period in which the overtime was accrued.

F. Cafeteria and kitchen rental shall be offered by rotating seniority using the above mentioned formula.

G. If the regular workday and/or school calendar for the professional staff is modified, the support staff will modify their workday and/or calendar to accommodate the extended or modified school day and/or school year with appropriate pay and benefits.

H. The bargaining unit will have input into the proposed school calendar by providing a recommended calendar by March 15 of each year.

ARTICLE 19
SCHOOL CLOSING

A. Whenever schools are closed due to public calamities (weather, health problems of epidemic nature, etc.), school employees required to work on a calamity day shall receive their calamity day pay in addition to their appropriate rate of pay for all hours actually worked that day.

B. Building custodians are charged with the responsibility of maintaining the safety and integrity of their assigned facilities in cooperation with the building principals in order that school may re-open when the calamity has passed. While it is recognized that custodians may not be able to work regularly assigned shifts during weather closures, it is expected that they will make every effort to do so without endangering themselves to undue weather hazards.

C. All employees assigned to facilities or equipment shall make certain that such facilities or equipment is protected from harm during periods of calamitous closure.

D. Each employee shall be entitled to five calamity days. An employee's day is defined as the normal work hours the employee would have worked that day. (For example, if an employee's standard workday were three hours they would be compensated for the three hours, which would be considered one calamity day used plus any actual hours worked.)

ARTICLE 20
PERSONAL DAYS

A. Three (3) days of personal leave shall be allowable with no loss of compensation to members of the bargaining unit for personal business which cannot be conducted outside the regular school day.

B. Except in an emergency, personal leave shall be requested at least three (3) days in advance by written notice to the Superintendent upon the prescribed form.

C. No personal leave shall be taken on the first or last day of school nor on the day before or after a vacation or holiday recognized on the school calendar, nor shall personal leave be granted for seeking or engaging gainful employment.

D. The Superintendent shall receive the right to deny the request for personal leave in the event substitutes are unavailable.

E. Personal leave shall not be unreasonably denied. Denial is subject to the grievance procedure.

F. Legal proceedings or court appearances will take precedent over other members' requests that are not for legal proceedings when approving personal leave. The personal leave request must detail that the request is for legal proceedings and/or for a court appearance. Notice of action regarding the request should be made to the person making the request twenty-four (24) hours before the leave start time.

G. Unused personal days may be "cashed-in" at the end of the school year. Employees shall receive an amount equal to 75% of their daily rate for each unused day.

**ARTICLE 21
WORKMEN'S COMPENSATION**

- A. All employees covered under this agreement are protected under the State Workmen's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
- B. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's immediate supervisor, the building principal (if applicable) and the treasurer of the Board. The employee has the responsibility to see that application indicating injury is filed with the Bureau of Workmen's Compensation--the treasurer shall assist the employee. In case of extended incapacity of the employee, OAPSE officers will assist in filing.

**ARTICLE 22
JOB DESCRIPTIONS**

- A. The Board shall furnish the Union with a copy of the job description of each classification covered under the terms of this agreement, as soon as practicable.
- B. Prior to any change in any job description covered under this agreement, the Board shall notify the Union of such intended changes and the effective dates of such change.
- C. The Board shall provide a proper classification job description to bargaining unit members when hired.

**ARTICLE 23
ASSAULT LEAVE**

- A. In the event that an employee is not able to report for work because of an unprovoked assault occurring in or affiliated with school or school-related activities, she/he shall be entitled to assault leave payment equivalent to his/her regular or appropriate rate of pay.
- B. Assault leave shall begin with the first day of absence from work due to the assault injury, and will continue for five (5) days or until workmen's compensation takes effect.
- C. Assault leave shall not be deducted from accumulated sick leave days.
- D. To qualify for assault leave, an employee must file claim with the Bureau of Workmen's Compensation. All medical payments shall be applied for through the Bureau of Workmen's Compensation.
- E. An employee shall accumulate sick leave for all time off approved as assault leave.

**ARTICLE 24
TRANSFER**

Assignments and reassignments shall be made according to the needs of the school district, taking seniority into consideration. (Temporary assignments may be made in the event of an emergency. Such temporary assignments shall end with the termination of the emergency.)

**ARTICLE 25
SALARY EQUITY**

School employees' placement on the Board's adopted salary schedule shall be based upon training, experience, and other special qualifications. Employee compensation shall be uniform for like positions except for salary increments based upon length of service to the district.

**ARTICLE 26
EMPLOYEE EVALUATION**

A. An annual evaluation on a form developed jointly by the administration and OAPSE pertaining to an employee's work record shall be jointly reviewed by the employee's building principal or supervisor (and superintendent) or both, in the case of the supervisor, and the employee and signed by both parties prior to same being placed in the employee's personnel record.

B. An employee is invited to write his/her comments on the evaluation form.

C. An employee may request to see and will review his/her personnel file with the superintendent at any time, and may request that inappropriate material be removed.

D. Any record of a disciplinary nature included in an employee's file must be initialed by the employee. Such signature does not imply anything other than knowledge of the employee of the existence of such a record. The employee may respond in writing to such disciplinary record and include it in the file.

**ARTICLE 27
LAYOFF AND RECALL**

A. In the event of an increase or decrease in the need for services of personnel, length of service to the district shall prevail for purposes of layoffs or subsequent recall in reverse order.

B. The following classifications shall be used for the purpose of defining classification seniority in the event of a layoff:

Aide	Bus Driver	Head Mechanic
Library/Media Aide	Cashier	Mechanics Helper
Lunchroom Monitor/Aide	Cook	Administrative Assistant
Crossing Guard	Custodian	
Computer Coordinator	Transportation Clerical Assistant	
Treasurer's Office Aide	Treasurer's Office Clerk	

C. RIGHTS WHILE ON LAYOFF

1. If recalled, the individual shall have the right to return to the same seniority level and total sick leave accumulation.

D. RECALL RIGHTS

1. Employees who are on layoff shall be retained on the recall list for twenty-four (24) months.
2. An employee may be removed from the recall list if he/she:
 - a. Waives his/her recall rights in writing.
 - b. Resigns.
 - c. Fails to accept recall to a position for which he/she is qualified within five (5) days of notification.
 - d. Fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.

The individual who has been affected by a staff reduction shall be responsible for keeping an updated address and telephone number on file in the superintendent's office.

All recall notices and acceptance notices shall be mailed by certified mail with knowledge of receipt provided to the superintendent, or by hand delivery.

E. Authorized leaves of absence do not constitute an interruption of service.

F. In the event of a lay-off or reduction due to the closing of a building, OAPSE and the Administration will meet to bargain the effects of personnel no later than June 15, 2012.

ARTICLE 28 LEAVE OF ABSENCE

A. Upon written request, the Board may grant a leave of absence for a period of not more than one (1) year to an employee for purposes of education or professional advancement, and may grant such leave where illness or other reasons with exception of disability. Upon return from the leave, the employee shall resume the contract status held prior to such leave and shall not have accrued seniority while on leave.

B. Upon the return of the employee from such leave, the Board may terminate the employment of the person employed to replace the returning on-leave employee.

C. If, after the return of the on-leave employee, the person employed to replace him/her is continued in employment as a regular employee, or if such replacement is hired by the Board as a regular employee within a year of employ as a replacement, he/she shall receive full credit for service, providing such employee worked 120 days uninterrupted in the same position.

ARTICLE 29 SICK LEAVE

A. A regular employee shall be credited with 1 1/4 days of sick leave each calendar month of

employment. Employees may be allowed accumulated sick leave as follows: up to 295 day maximum.

Sick leave may be used for the following purpose:

1. Personal illness, injury, abortion or miscarriage, or related disabilities.
2. Pregnancy/Adoption Related Disability Leave: Any support staff for reasons of pregnancy may use accumulated sick leave. Upon application, sick leave shall be granted for a total of 42 consecutive days for prenatal care and postnatal recuperation. Upon the written statements of the attending physician to the superintendent that such support staff member is unable to perform her assigned duties, the period of sick leave for pregnancy related disability purposes shall be modified as determined by the support staff member and the attending physician.

Sick leave as authorized under this section shall not exceed that number of accumulated and unused leave days to the credit of the support staff member and earned during the period of such leave.

Any support staff member whose accumulated sick leave days are insufficient to cover the period of leave as set forth, shall be granted an interim pregnancy related disability leave without pay for the period of six weeks from date of delivery as determined by the attending physician.

Upon the written statements of the attending physician to the superintendent that such support staff member is unable to perform her assigned duties, the period of interim pregnancy related leave without pay shall be modified as determined by the support staff member and the attending physician.

Any bargaining unit member for reasons of adoption may use accumulated sick leave. Upon application, sick leave shall be granted for a total of 42 consecutive days.

3. Personal, medical, dental, or optical consultation or treatment.
4. Serious illness in the immediate family. Immediate family includes mother, father, sisters, brothers, husband, wife, sons, daughters, grandparents, grandchildren, father-in-law and mother-in-law of said employee. Such absence shall normally be limited to five (5) days within the school year without approval of the superintendent.
5. Quarantine or exposure to contagious disease that could be communicated to other employees and children.
6. Bereavement as defined herein. In the case of death in the immediate family (defined above and including sister-in-law and brother-in-law), or others living in the employee's household. Such death leave would not normally be for more than five (5) scheduled work day within the next 8 calendar days immediately following the day of death. The superintendent may allow adjustment of days due to extenuating circumstances. One day may be granted for funerals in case of death of other family members or close friends. These days will be chargeable to sick leave.

B. Immediately upon returning to duty, such employee will complete the absentee form provided by

the school district. If an employee has been absent more than three (3) days, and has received medical attention during the period of absence, the form must state the name and address of his attending physician and dates he was consulted. The filing of any willful false statement of any employee shall be considered by the board as grounds for disciplinary action in such form and manner as the board may deem desirable.

C. Any accumulated sick leave of a person separated from any other public services shall be transferable up to a limit of fifty (50) days.

D. New employees shall be granted five (5) days sick leave in advance which will be a part of the total days that will be accumulated for the year. (Ohio Revised Code Section 124.38)

ARTICLE 30 SERS PICK-UP

1. Each support staff's contract shall be restated as consisting of (a) a cash salary component, and (b) a pick-up component, which is equal to the amount of the employee contribution being "picked-up" by the Board of Education on behalf of the employee.

2. The Board of Education will contribute to SERS an amount equal to the employee's required contribution to SERS for the account of each support staff employee.

3. Sick leave, severance, vacation, supplemental, and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

4. In the event that there is a determination that the foregoing adversely affects the qualified status under the Internal Revenue Code of the contributions by the Board, or the picked up contributions or of the SERS retirement plan, this "pick- up" provision shall be null and void.

ARTICLE 31 SUPPORT STAFF ATTENDANCE/INCENTIVE PROGRAM

In order to conduct an equitable and effective attendance incentive reward program, employees must maintain perfect attendance to qualify. Perfect attendance is defined as not being absent from school for any full day or fraction of a day during a semester and/or school year. "Professional days" (absences to attend professional activities approved by the Superintendent) will not count against an employee's perfect attendance record. All other absences, including days missed due to personal leave, will prohibit the employee from qualifying for the perfect attendance reward program.

All support staff members are eligible for the reward program outlined below:

If an employee maintains perfect attendance for the first semester only, he/she will receive an incentive payment of \$50 at the conclusion of the semester.

If an employee maintains perfect attendance for the second semester only, he/she will receive an incentive payment of \$50 at the conclusion of the semester.

If an employee maintains perfect attendance for the first semester and the second semester, he/she will receive a total incentive payment of \$125. The employee will receive \$50 at the conclusion of the first semester and \$75 at the conclusion of the second semester.

The employee status/percentages outlined in "Insurance Benefits for Part-Time Support Staff" will be applied to the reward amounts indicated above.

For those support staff members employed for more than a nine-month school year, the first semester is defined as July 1 until December 31, and the second semester is defined as January 1 until June 30. Their reward amounts will be \$70 for the first semester perfect attendance only; \$70 for second semester perfect attendance only; and a total of \$165 for perfect attendance for the entire year.

ARTICLE 32 TEMPORARY ASSIGNMENT

Employees assuming all the responsibilities of another classification shall be paid at the zero step of that position/classification, effective the first day of responsibility and ending the last day of responsibility in that position/classification.

ARTICLE 33 SAFETY

The Board shall conform to and comply with all health, safety and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

ARTICLE 34 STAFF DISCIPLINE

The Board shall follow a progressive procedure in discipline and termination. However, this shall not limit the Board from taking more severe disciplinary action, up to and including termination, in cases of misconduct so serious that such action is necessary. Termination and discipline shall be subject to the grievance procedure.

ARTICLE 35 NO SMOKING POLICY

In response to the potential problems for employees who smoke, as well as the potential dangers to non-smokers of second-hand smoke, all bargaining unit members agree to refrain from the use of smokeless tobacco and smoking in school buildings, on school grounds and in school vehicles on or off school grounds, while engaging in job related service for the district. Employees who are observed smoking or using smokeless tobacco in school buildings, on school grounds or in school vehicles on or off school grounds, while engaging in job related service for the district after one written reprimand, will be given one-day unpaid suspension for each subsequent offense. During an employee's scheduled lunch time, he/she may engage in smoking off school grounds and out of sight of school buildings.

This condition shall pertain to personnel employed by the Otsego Board regardless of position.

**ARTICLE 36
INSERVICE TRAINING**

- A. When a classified employee is asked to serve on a committee by administration and does so, and teachers are compensated by the Board for serving on the same committee, the classified employees shall also be compensated their hourly rate of pay. All classified employees serving on such committees must have prior approval from the superintendent.

- B. When a classified employee attends a professional meeting approved by the Superintendent and the meeting is outside their regular working schedule, the employee will be compensated their hourly rate of pay for the scheduled meeting time, not to exceed their normal work day.

- C. Employees with the responsibility of administering prescription and non-prescription medications shall receive training and hourly wages during training paid for by the Otsego Local Board of Education.

**ARTICLE 37
FOOD SERVICE**

- 1. Elementary cashiers shall be paid three (3) hours pay for set-up including preparation of lists that take place prior to the first day of school. Grand Rapids Elementary cashier shall be paid three and one-half (3 ½) hours a day and Haskins Elementary cashier shall be paid three (3) hours a day which would include prep work before the first serving line, taking care of the line and money handed in by students, doing daily paperwork, preparing the deposit and going to the bank.

- 2. Breaks for cooks shall be discussed between the employee and his/her Supervisor. The Supervisor will determine the length of a break and when it can be taken. This provision shall not result in additional compensation for working during a break.

**ARTICLE 38
TRANSPORTATION**

- 1. Each bus driver shall receive an additional stipend for cleaning his/her bus including cleaning prior to bus turn-in in June, payable in two installments (1/2 in first December check and ½ in first June check each year) for driver testing, licensing fee, abstracts, physicals, fingerprinting, and other state or federal requirements which would cause out-of-pocket expenses as a condition of employment as well as use of plug-in warmers. If an employee is absent longer than a period of 20 consecutive days anytime throughout the contract year, the stipend will be prorated, based on 179 days. The stipend shall be \$306 in 2008, \$314 in 2009, and \$324 in 2010.
 - a. The board will secure and pay the cost for an abstract and driver physical from the board approved medical source.

- 2. Drivers' shall be compensated for the number of days students are in session and any other days

deemed necessary by the superintendent plus nine (9) holidays. Actual driving time for bus drivers is defined as being the time the bus driver leaves for his/her a.m. route and returns from his/her a.m. bus route, as well as a pre-trip each time the vehicle leaves storage (15 minutes) and the time the bus driver leaves home for his/her p.m. bus route and returns from his/her p.m. bus route.

The supervisor and/or supervisor designee will determine the route times by using the new system and/or driving the route. The time will be determined and mutually agreed by both the supervisor and the driver. One half hour discrepancy will be the basis for altering your pre-determined daily times.

3. Bus drivers are to be paid their regular rate of pay for extra-curricular/field trips for actual driving. Down time shall be paid at \$11.58.
4. Drivers of kindergarten routes shall be paid for one and a half (1 ½) hours minimum driving time pending assignment by the Transportation Supervisor. As kindergarten routes become available, replacements will be by seniority.
5. All bus field trips shall be assigned from a rotating seniority list maintained by the Transportation Supervisor or his/her designee. Kindergarten routes will be assigned by the Transportation Supervisor on a seniority basis each school year.
6. Any driver who begins his/her regularly assigned route and who is then called back due to calamity shall receive his/her regular rate for that time spent actually driving.
7. If a driver needs to attend a disciplinary conference, the driver will be notified at least 24 hours in advance of his/her need to attend said conference.
8. If need arises for a substitute driver for kindergarten, regular drivers will be contacted by seniority before a substitute driver would be contacted. The annual form supplied by the transportation supervisor will continue to be utilized to determine interest in being contacted as a kindergarten substitute.
9. Any drivers reporting for a field trip shall receive a minimum of two (2) hours of pay if they were not notified that the trip had been cancelled. If multiple drivers report as assigned for a field trip and only one bus is needed, the most senior driver has the option to take the trip. The remaining driver(s) that reported shall receive two (2) hours pay if they were not notified that the trip had been cancelled.
10. All regular drivers shall be paid two (2) hours annually for mapping and routing if asked to do so. Drivers are to note these hours on their time sheet.
11. Drivers shall have the option of taking a field trip or running their regular route when a field trip is scheduled for 8 or more hours. Drivers will be given the opportunity to take those or other field trips if a member of their immediate family is a participant on the trip. The regular route will be the priority if the number of needed drivers are not available.
12. Drivers will be required to attend an in-service meeting that will be scheduled before the beginning of the school year.

13. The bus trainer shall be paid an hourly rate at of \$17.23 in 2010 when requested by the transportation supervisor to provide training.

14. The minimum field trip shall be \$15.08.

15. If a need arises for a route driver on a non-scheduled calendar day, regular drivers from a rotation seniority list will be contacted before a substitute driver. An annual form supplied by the Transportation Supervisor will be utilized to determine interest in being included on the rotating seniority list. The rotating seniority list will be maintained by the Transportation Supervisor or his/her designee. The rotating list will start at the top of the seniority list August 1 of each year.

Alcohol and Drug Testing Program:

The following items have been agreed to by the undersigned as they relate to the Otsego Local Schools Alcohol and Drug-Testing Program:

The school district will pay for required random, post-accident, and reasonable suspicion drug and alcohol testing expenses. Employees shall pay for all return to duty and follow-up drug and alcohol testing that is required.

Drivers required to be tested will be compensated at their regular hourly rate for one hour.

The district shall provide the mandatory Alcohol and Drug Testing inservice to all CDL holders prior to January 1, 1996. At this inservice, the district shall inform the employees of drug and alcohol rehabilitation programs/providers in the area.

On the first occurrence that an employee's test is positive for drug and/or alcohol (at .04 and beyond), the employee shall be required to attend a rehabilitation treatment program. The employer shall set up the initial meeting. The employee shall be afforded his/her available sick leave, and/or a medical unpaid leave at his/her request.

The board must require a driver to submit to a controlled substance test if there is reasonable suspicion to believe that the driver has violated the prohibitions of controlled substances. The Otsego Local Schools administrator/supervisor determining reasonable suspicion shall have confirmation of reasonable suspicion by a second Otsego administrator.

If the driver's alcohol test results in a reading between .02 and .04, that employee shall receive a 24 hour unpaid suspension and be required to attend an Employee Assistant Program (EAP)consultation. The employer shall schedule the EAP consultation within the 24 hour period and shall arrange for confirmation of the meeting.

All disciplinary provisions of Article 38, shall continue to apply, as well as grievance procedures contained in Article 13.

All employees who possess a CDL are required to sign the Otsego Local School CDL Alcohol and Drug Policy.

OTSEGO LOCAL SCHOOLS

CDL ALCOHOL AND DRUG POLICY

A. General

1. It is the policy of the Otsego Board of Education to establish a program which is designed to aid in the prevention of accidents and injuries resulting from the misuse of alcohol or the use of controlled substances by employees who are drivers of commercial motor vehicles.

2. The misuse of alcohol and the use of controlled substances can cause grave harm to not only the person using the substance but also to fellow employees, students, and citizens. The effects of alcohol misuse or drug use are magnified when the individual is responsible for the safety-sensitive functions involved with operating a commercial motor vehicle and/or school bus.

3. Federal law prohibits any alcohol misuse that could affect the performance of driving a commercial motor vehicle. This includes:

- (1) Use on the job;
- (2) Use during the four hours before driving a commercial motor vehicle;
- (3) Having prohibited concentrations of alcohol in the system while driving a commercial motor vehicle;
- (4) Use during eight hours following an accident; and
- (5) Refusal to take a required test.

4. Federal law prohibits any controlled substance use without a licensed physician's written instructions or prescription.

5. Federal law requires employers to implement certain drug and alcohol testing procedures in accordance with the requirements of 49 C.F.R. Part 382. The law mandates that drivers of commercial motor vehicles, which includes school busses, be subject to pre-employment testing, reasonable suspicion testing, random testing, post-accident testing, return to duty and follow-up testing.

6. The testing procedures utilize an evidential breath device for alcohol testing and urine specimen collection for controlled substance testing. The testing procedures shall be implemented in accordance with the federal requirements contained in 49 C.F.R. Part 40.

Every effort will be made to protect the driver and the integrity of the test processes, to safeguard the validity of the test results, and to insure that the results are attributed to the correct driver.

7. Before performing alcohol or controlled substances test under this policy, the district will notify a driver that the alcohol or controlled substances test is required under the policy and federal law.

8. Any questions regarding the language, implementation, or consequences of this policy shall be brought to the attention of the superintendent.

B. Prohibitions

1. Alcohol concentration. No driver shall report to duty or remain on duty requiring the performance of driving a commercial motor vehicle while having an alcohol blood concentration of 0.02 or greater.

2. Alcohol possession. No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.

3. On-duty use. No driver shall use alcohol while driving a commercial motor vehicle.

4. Pre-duty use. No driver shall drive a commercial motor vehicle within four hours after using alcohol.

5. Use following accident. No driver required to take a post-accident alcohol test under this policy shall use alcohol for eight hours following an accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

6. Controlled substance use. No driver shall report for duty or remain on duty requiring the performance of driving a commercial motor vehicle when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the drivers ability to safely operate a commercial motor vehicle. A commercial motor vehicle driver may be required by the board to inform the board of any therapeutic drug use.

7. Controlled substance testing. No driver shall report for duty, remain on duty or drive a commercial motor vehicle, if the driver tests positive for controlled substances.

8. Refusal to submit to required alcohol or controlled substances test. No driver may refuse to submit to a required alcohol or controlled substance test. A driver refusing to undergo such tests will not be permitted to operate a commercial vehicle and will be treated as having failed the prescribed alcohol or drug test.

C. Tests Required

1. Pre-employment. Prior to the first time a driver performs safety sensitive functions for the employer, the driver must undergo testing for alcohol and controlled substances. This requirement pertains to all new hires and existing employees transferred to a commercial drivers position. The board is under no obligation to hire an applicant who fails a drug or alcohol test.

2. Post-accident testing. As soon as practical after an accident involving a commercial motor vehicle, a driver may be tested for alcohol and controlled substances. An accident is defined as one which involves the loss of human life or the driver receives a citation under state or local law for a moving traffic violation arising from the accident.

3. Random testing. At a minimum, 25% of the average number of driving positions in the district will undergo annual alcohol testing. The minimum annual percentage rate for random controlled substance testing is 50% of the average number of driving positions.

4. Reasonable suspicion testing. Drivers are required to submit to testing based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver." Reasonable suspicion testing is authorized by the regulations during, just preceding, or after a period of the work day the driver is required to be drug or alcohol free.

The required observation for reasonable suspicion testing will be made and confirmed by the superintendent's designees who are trained in accordance with the requirements of the Federal Regulations.

5. Return to duty testing. After a driver fails to pass an alcohol or controlled substance test the driver will be required to undergo and pass another test before the driver is permitted to operate a commercial motor vehicle.

6. Follow-up testing. Drivers who are reinstated after problems associated with alcohol misuse and/or use of controlled substances shall be subject to unannounced follow-up testing as directed by a substance abuse professional (a maximum of six times per year unless more testing is required by the substance abuse professional).

D. Consequences For Violating Alcohol and Drug Prohibitions

1. Alcohol. Following a determination that the employee has violated the alcohol prohibitions, including having a test result of 0.04 BAC or greater, the driver must be removed from, and cannot be returned to, a driving position until, at a minimum:

- (1) The employee undergoes evaluation, and where necessary, rehabilitation;
- (2) A substance abuse professional determines that the employee has successfully complied with any required rehabilitation; and
- (3) The employee undergoes return-to-duty tests with the result of less than 0.02 BAC.

In addition, an employee with an alcohol concentration of 0.02 or greater, but less than 0.04, will not be permitted to drive a commercial motor vehicle for a minimum of 24 hours.

2. Drugs. Following a determination that an employee has misused controlled substances, as determined through testing, this policy requires that a driver be removed from operating a commercial motor vehicle until, at a minimum:

- (1) The employee undergoes evaluation, and where necessary, rehabilitation;
- (2) A substance abuse professional determines that the driver has successfully complied with any required rehabilitation, and the employee takes a return-to-duty test with a verified negative test result.

E. Certificate of Authority

I have received a copy of the foregoing CDL Alcohol and Drug Policy, have read its contents, and understand that I may be disciplined, up to and including termination from employment, for failure to comply with the foregoing policy.

Employee's Signature

Employee's Name

Employer or Supervisor

Date

BUS DRIVER REIMBURSEMENT FORM

Please fill out, sign and date form. **A copy of the receipt for the cost of the recertification class must accompany this form.** The completed form and receipt are to be submitted to the transportation supervisor.

=====

COST OF CLASS - \$ _____

The above cost is true and accurate and was paid so that I might drive school bus exclusively for the Otsego Local School District. I understand this reimbursement is available only to individuals that drive exclusively for Otsego Schools.

Date: _____

Signed: _____

ARTICLE 39
Mileage Payment

The payment of mileage to an employee for the use of his/her own vehicle for school business purposes shall be pursuant to the Otsego School District rate. The employee must have prior approval of the administration in order to be compensated for the use of same.

ARTICLE 40
SALARY SCHEDULES

A. EFFECTIVE JULY 1, 2011

The parties agree that salaries will be frozen at the level employees received during the 2010 - 2011 school year.

B. EFFECTIVE JULY 1, 2012

The parties agree that salaries will be frozen at the level employees received during the 2010 - 2011 school year.

C. EFFECTIVE JULY 1, 2013

The parties agree that the base salary will remain frozen. The parties agree that employees shall receive a step increase on July 1, 2013.

**ARTICLE 40
SALARY SCHEDULES**

CUSTODIANS – CLASS I

<u>STEP</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
0	\$14.19	\$14.19	\$14.19
1	\$14.49	\$14.49	\$14.49
2	\$14.79	\$14.79	\$14.79
3	\$14.99	\$14.99	\$14.99
4	\$15.21	\$15.21	\$15.21
5	\$15.41	\$15.41	\$15.41
6	\$15.65	\$15.65	\$15.65
7	\$15.84	\$15.84	\$15.84
8	\$16.07	\$16.07	\$16.07
9	\$16.28	\$16.28	\$16.28
10	\$16.49	\$16.49	\$16.49
12	\$16.79	\$16.79	\$16.79
15	\$17.07	\$17.07	\$17.07
18	\$17.36	\$17.36	\$17.36
20	\$17.64	\$17.64	\$17.64
23	\$17.94	\$17.94	\$17.94
25	\$18.20	\$18.20	\$18.20
27	\$18.32	\$18.32	\$18.32

Custodians' salaries are paid on 2080 hours a year--52 weeks at 40 hours a week.* Additional annual pay of \$1,508 will be granted for a boiler operator's license. *Custodians hired after July 1, 2011 are not subject to this language. Twelve month custodians have eleven (11) paid holidays. Custodians called in for after shift hours shall receive a minimum of two (2) hours pay.

**ARTICLE 40
SALARY SCHEDULES**

CUSTODIANS – CLASS II

<u>STEP</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
0	\$13.33	\$13.33	\$13.33
1	\$13.62	\$13.62	\$13.62
2	\$13.91	\$13.91	\$13.91
3	\$14.14	\$14.14	\$14.14
4	\$14.34	\$14.34	\$14.34
5	\$14.57	\$14.57	\$14.57
6	\$14.79	\$14.79	\$14.79
7	\$14.99	\$14.99	\$14.99
8	\$15.21	\$15.21	\$15.21
9	\$15.41	\$15.41	\$15.41
10	\$15.65	\$15.65	\$15.65
12	\$15.93	\$15.93	\$15.93
15	\$16.23	\$16.23	\$16.23
18	\$16.49	\$16.49	\$16.49
20	\$16.79	\$16.79	\$16.79
23	\$17.07	\$17.07	\$17.07
25	\$17.37	\$17.37	\$17.37
27	\$17.48	\$17.48	\$17.48

Custodians' salaries are paid on 2080 hours a year--52 weeks at 40 hours a week.* Additional annual pay of \$1,400 will be granted for a boiler operator's license. *Custodians hired after July 1, 2011 are not subject to this language. Twelve month custodians have eleven (11) paid holidays.

Custodians called in for after shift hours shall receive a minimum of two (2) hours pay.

ARTICLE 40 SALARY SCHEDULES ADMINISTRATIVE ASSISTANTS

<u>STEP</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
0	\$13.50	\$13.50	\$13.50
1	\$13.62	\$13.62	\$13.62
2	\$13.77	\$13.77	\$13.77
3	\$13.91	\$13.91	\$13.91
4	\$14.07	\$14.07	\$14.07
5	\$14.19	\$14.19	\$14.19
6	\$14.34	\$14.34	\$14.34
7	\$14.49	\$14.49	\$14.49
8	\$14.57	\$14.57	\$14.57
9	\$14.63	\$14.63	\$14.63
10	\$14.79	\$14.79	\$14.79
12	\$15.07	\$15.07	\$15.07
15	\$15.21	\$15.21	\$15.21
18	\$15.35	\$15.35	\$15.35
20	\$15.51	\$15.51	\$15.51
23	\$15.65	\$15.65	\$15.65
25	\$15.80	\$15.80	\$15.80
27	\$15.92	\$15.92	\$15.92

The administrative assistants are paid for 200 scheduled days per year plus nine (9) holidays. Administrative assistants designated to call substitute teachers will be paid \$754 per year to be added to their yearly base.

Administrative assistants with responsibility of gathering and reporting EMIS data to the EMIS Coordinator may use the title Administrative Assistant /EMIS technician. Administrative assistants with this responsibility will be paid \$711 per year to be added to their yearly base. During the EMIS reporting months, the administrative assistant/EMIS technician may receive additional office help as approved by the Superintendent. Administrative Assistants with responsibility of administrating prescription and nonprescription medications shall receive training and hourly wages during the training paid for by the Board of Education of Otsego Local Schools.

An administrative assistant called in after scheduled hours to address building security concerns shall receive a minimum of two (2) hours pay.

ARTICLE 40 SALARY SCHEDULES
TREASURER'S OFFICE CLERK/AIDE

<u>STEP</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
0	\$13.39	\$13.39	\$13.39
1	\$13.54	\$13.54	\$13.54
2	\$13.69	\$13.69	\$13.69
3	\$13.81	\$13.81	\$13.81
4	\$13.97	\$13.97	\$13.97
5	\$14.24	\$14.24	\$14.24
6	\$14.53	\$14.53	\$14.53
7	\$14.70	\$14.70	\$14.70
8	\$14.83	\$14.83	\$14.83
9	\$14.97	\$14.97	\$14.97
10	\$15.11	\$15.11	\$15.11
12	\$15.32	\$15.32	\$15.32
15	\$15.55	\$15.55	\$15.55
18	\$15.77	\$15.77	\$15.77
20	\$15.96	\$15.96	\$15.96
23	\$16.19	\$16.19	\$16.19
25	\$16.42	\$16.42	\$16.42
27	\$16.53	\$16.53	\$16.53

Treasurer's Office Clerk and Aide are paid for eleven holidays and appropriate vacation days per contract.

**ARTICLE 40 SALARY SCHEDULES
COOKS (*HEAD COOK)**

<u>STEP</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
0	\$12.02	\$12.02	\$12.02
1	\$12.19	\$12.19	\$12.19
2	\$12.32	\$12.32	\$12.32
3	\$12.46	\$12.46	\$12.46
4	\$12.60	\$12.60	\$12.60
5	\$12.76	\$12.76	\$12.76
6	\$12.87	\$12.87	\$12.87
7	\$13.04	\$13.04	\$13.04
8	\$13.17	\$13.17	\$13.17
9	\$13.32	\$13.32	\$13.32
10	\$13.44	\$13.44	\$13.44
12	\$13.62	\$13.62	\$13.62
15	\$13.74	\$13.74	\$13.74
18	\$13.89	\$13.89	\$13.89
20	\$14.03	\$14.03	\$14.03
23	\$14.18	\$14.18	\$14.18
25	\$14.35	\$14.35	\$14.35
27	\$14.47	\$14.47	\$14.47

*Head Cooks will receive 75 cents per hour over the basic schedule. Cooks asked or called in before or after scheduled hours shall receive a minimum of two (2) hours pay.

Cook's salaries will be paid for the number of days students are in session and any other days deemed necessary by the superintendent plus nine (9) holidays per year.

Cooks with Food Service Certification shall receive an additional \$113 per year payable each January.

If a cook is temporarily assigned to the position of Head Cook due to the latter person's absence, the said employee shall receive the rate of pay for the higher classification. (This paragraph over-rides Article 32.)

**ARTICLE 40 SALARY SCHEDULES
AIDES/CASHIERS**

<u>STEP</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
0	\$11.66	\$11.66	\$11.66
1	\$11.82	\$11.82	\$11.82
2	\$11.96	\$11.96	\$11.96
3	\$12.09	\$12.09	\$12.09
4	\$12.24	\$12.24	\$12.24
5	\$12.41	\$12.41	\$12.41
6	\$12.51	\$12.51	\$12.51
7	\$12.70	\$12.70	\$12.70
8	\$12.81	\$12.81	\$12.81
9	\$12.97	\$12.97	\$12.97
10	\$13.11	\$13.11	\$13.11
12	\$13.27	\$13.27	\$13.27
15	\$13.39	\$13.39	\$13.39
18	\$13.54	\$13.54	\$13.54
20	\$13.69	\$13.69	\$13.69
23	\$13.81	\$13.81	\$13.81
25	\$13.95	\$13.95	\$13.95
27	\$14.05	\$14.05	\$14.05

Aides' salaries include nine (9) holidays per year.

Cashier's salaries include nine (9) holidays per year.

ARTICLE 40 SALARY SCHEDULES
COMPUTER COORDINATOR

<u>STEP</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
0	\$12.51	\$12.51	\$12.51
1	\$12.81	\$12.81	\$12.81
2	\$13.11	\$13.11	\$13.11
3	\$13.39	\$13.39	\$13.39
4	\$13.69	\$13.69	\$13.69
5	\$13.97	\$13.97	\$13.97
6	\$14.24	\$14.24	\$14.24
7	\$14.53	\$14.53	\$14.53
8	\$14.83	\$14.83	\$14.83
9	\$15.11	\$15.11	\$15.11
10	\$15.39	\$15.39	\$15.39
12	\$15.68	\$15.68	\$15.68
15	\$15.96	\$15.96	\$15.96
18	\$16.25	\$16.25	\$16.25
20	\$16.56	\$16.56	\$16.56
23	\$16.83	\$16.83	\$16.83
25	\$17.11	\$17.11	\$17.11
27	\$17.23	\$17.23	\$17.23

Computer Coordinator salary is paid on 181 scheduled days plus nine (9) holidays per year.

ARTICLE 40 SALARY SCHEDULES
BUS DRIVERS

<u>STEP</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
0	\$14.49	\$14.49	\$14.49
1	\$14.70	\$14.70	\$14.70
2	\$14.91	\$14.91	\$14.91
3	\$15.15	\$15.15	\$15.15
4	\$15.35	\$15.35	\$15.35
5	\$15.57	\$15.57	\$15.57
6	\$15.65	\$15.65	\$15.65
7	\$15.84	\$15.84	\$15.84
8	\$16.07	\$16.07	\$16.07
9	\$16.28	\$16.28	\$16.28
10	\$16.49	\$16.49	\$16.49
12	\$16.72	\$16.72	\$16.72
15	\$16.84	\$16.84	\$16.84
18	\$17.01	\$17.01	\$17.01
20	\$17.13	\$17.13	\$17.13
23	\$17.29	\$17.29	\$17.29
25	\$17.46	\$17.46	\$17.46
27	\$17.57	\$17.57	\$17.57

Bus driver salary is paid on the number of days students are in session and any other days deemed necessary by the superintendent plus nine (9) holidays per year for actual driving time. (See Article 38)

ARTICLE 40 SALARY SCHEDULES
HEAD BUS MECHANIC*

<u>STEP</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
0	\$17.68	\$17.68	\$17.68
1	\$18.01	\$18.01	\$18.01
2	\$18.33	\$18.33	\$18.33
3	\$18.64	\$18.64	\$18.64
4	\$18.97	\$18.97	\$18.97
5	\$19.30	\$19.30	\$19.30
6	\$19.62	\$19.62	\$19.62
7	\$19.93	\$19.93	\$19.93
8	\$20.25	\$20.25	\$20.25
9	\$20.57	\$20.57	\$20.57
10	\$20.89	\$20.89	\$20.89
12	\$21.21	\$21.21	\$21.21
15	\$21.55	\$21.55	\$21.55
18	\$21.86	\$21.86	\$21.86
20	\$22.18	\$22.18	\$22.18
23	\$22.51	\$22.51	\$22.51
25	\$22.84	\$22.84	\$22.84
27	\$22.95	\$22.95	\$22.95

Head Bus Mechanic's salary is paid on 2080 scheduled hours--52 weeks--40 hours per week with 11 paid holidays. *With A.S.E. Master Certified medium and heavy truck and/or other endorsements accepted by the superintendent. Uniforms will be provided and professionally cleaned each week through a weekly uniform service.

ARTICLE 40 SALARY SCHEDULES
HEAD BUS MECHANIC**

<u>STEP</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
0	\$16.38	\$16.38	\$16.38
1	\$16.71	\$16.71	\$16.71
2	\$17.03	\$17.03	\$17.03
3	\$17.35	\$17.35	\$17.35
4	\$17.68	\$17.68	\$17.68
5	\$18.01	\$18.01	\$18.01
6	\$18.33	\$18.33	\$18.33
7	\$18.64	\$18.64	\$18.64
8	\$18.97	\$18.97	\$18.97
9	\$19.30	\$19.30	\$19.30
10	\$19.62	\$19.62	\$19.62
12	\$19.92	\$19.92	\$19.92
15	\$20.25	\$20.25	\$20.25
18	\$20.57	\$20.57	\$20.57
20	\$20.89	\$20.89	\$20.89
23	\$21.21	\$21.21	\$21.21
25	\$21.54	\$21.54	\$21.54
27	\$21.66	\$21.66	\$21.66

Head Bus Mechanic's salary is paid on 2080 scheduled hours--52 weeks--40 hours per week with 11 paid holidays. **Without A.S.E. Master Certified medium and heavy truck and/or endorsements accepted by the superintendent.

Uniforms will be provided and professionally cleaned each week through a weekly uniform service.

ARTICLE 40 SALARY SCHEDULES
ASSISTANT BUS MECHANIC

<u>STEP</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
0	\$12.87	\$12.87	\$12.87
1	\$13.17	\$13.17	\$13.17
2	\$13.44	\$13.44	\$13.44
3	\$13.69	\$13.69	\$13.69
4	\$13.89	\$13.89	\$13.89
5	\$14.12	\$14.12	\$14.12
6	\$14.33	\$14.33	\$14.33
7	\$14.53	\$14.53	\$14.53
8	\$14.75	\$14.75	\$14.75
9	\$14.97	\$14.97	\$14.97
10	\$15.18	\$15.18	\$15.18
12	\$15.46	\$15.46	\$15.46
15	\$15.77	\$15.77	\$15.77
18	\$16.03	\$16.03	\$16.03
20	\$16.33	\$16.33	\$16.33
23	\$16.62	\$16.62	\$16.62
25	\$16.85	\$16.85	\$16.85
27	\$16.96	\$16.96	\$16.96

Assistant Bus Mechanic's salary is paid on an hourly rate on an as needed basis.

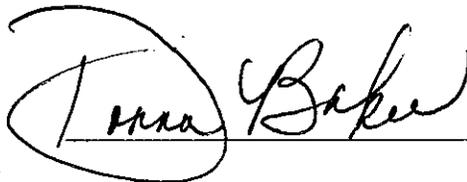
ARTICLE 41
EFFECTIVE DATES - DURATION OF CONTRACT

This agreement shall become effective as of July 1, 2011 and shall remain in full force and effect through the 30th day of June 2014.

In witness, whereof, the parties hereto authorize their names to be subscribed to duplicates hereon by their officers duly authorized to do so on this 9 day of ~~September~~ September, 2011 effective the 1st day of July, 2011.



President
Otsego Board of Education



President
OAPSE Local 469

OTSEGO LOCAL SCHOOLS

EMPLOYEE GRIEVANCE FORM (Non-Certificated)

NAME _____ BUILDING _____

ASSIGNMENT: _____

GRIEVANCE OF ARTICLE(S): _____ SECTION(S): _____

DESCRIPTION OF COMPLAINT: _____

SUGGESTED REMEDY _____

HEARING REQUESTED: YES ___ NO ___

STEP #1 ___ #2 ___ #3 ___ #4 _____

DATE _____

SIGNED _____

Signed Union Representative _____

