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STATE EMPLOYMENT
RELATIONS BOARD

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10-MED-06-0849

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MASTER AGREEMENT

BETWEEN THE

**GEORGETOWN EXEMPTED VILLAGE SCHOOL
DISTRICT BOARD OF EDUCATION**

AND

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES
LOCAL #049**

July 1, 2011 to June 30, 2014

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PREAMBLE

This Agreement sets forth the entire agreement between the Georgetown Exempted Village School District Board of Education (hereafter referred to as the "Board") and the Ohio Association of Public School Employees Local 4 and its Local 049 (hereafter referred to as "OAPSE" or the "Union").

ARTICLE 1 - RECOGNITION

1.01 Recognition of Union. The Board recognizes the Union as the sole and exclusive bargaining representative for those employees of the Board in the bargaining unit. Whenever used in this Agreement, the term bargaining unit shall be deemed to include those individuals employed by the Employer as certified and on file by the Ohio State Employment Relations Board (hereafter referred to as "SERB") on July 15, 2010 (09-REP-10-0126), including all amendments and clarifications agreed to in the future as certified by SERB. The bargaining unit is as follows:

1. Instructional Aides
2. Head Cooks
3. Assistant Cooks
4. Bus Drivers
5. Case Managers
6. Cashiers
7. Clerks
8. Custodians
9. Guidance Secretaries
10. Secretaries
11. OSHA Coordinators
12. EMIS Coordinators

1.0101 Excluded from Unit. All other employees of the Board of Education, Superintendent's Secretary, Assistant Treasurer, Assistant to the Treasurer, all Management employees, supervisors and confidential employees as defined by Ohio Revised Code Chapter 4117, and all seasonal and casual employees as defined by SERB

1.0102 The re-titling of a position for any reason shall not affect bargaining inclusions or exclusions.

1.0103 In the event that a new position is created, the Board of Education shall determine whether the new position will be included in or excluded from the bargaining unit and shall so advise the Union, in writing, within thirty (30) calendar days. If the Union disputes the Board of Education's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) days from the date of the notice of dispute from the Union. If the parties agree that the position should be included in the bargaining unit, it shall be implemented as agreed by the Board of Education and the Union, and a joint petition for amendment shall be filed with SERB. If the parties do not agree, the parties shall jointly file a petition with SERB pursuant to Ohio Revised Code Chapter 4117 and the SERB rules and regulations for a determination of bargaining unit status.

1.02 Management Rights. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, all of the rights identified in O.R.C. 4117.08. These include the right to:

- A. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as functions and programs of the public employer,

standards of service, its overall budget, utilization of technology, and organizational structure;

- B. Direct, supervise, evaluate or hire employees;
- C. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- D. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- E. Determine the adequacy of the work force;
- F. Determine the overall mission of the employer as a unit of government;
- G. Effectively manage the work force;
- H. Take action to carry out the mission of the public employer as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this contract and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States. Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify an existing provision of this Agreement.

1.03 Union Rights

1.0301 AFSCME People. If at least five (5) bargaining unit members indicate, in writing, their desire to have a deduction for PEOPLE to be made from his/her paycheck, the Board agrees to deduct from the wages of those employees a PEOPLE deduction as provided in the written authorization. The authorization must be signed by the bargaining unit member and may be revoked by the bargaining unit member at any time by giving written notice to both the Union and the Board of Education. If the number of employees having this deduction drops below five (5), the Board of Education shall not be obligated to continue to make the deductions.

1.0302 Dues Deduction

- A. The Employer agrees, that upon receiving a written authorization that has been voluntarily submitted by a bargaining unit employee, to deduct from earned wages Union membership dues. The Employer agrees to deduct regular Union dues twice each month from a regular paycheck of bargaining unit employees. Deductions shall commence with the first pay period following receipt of the signed authorization card. Employees may only terminate their membership/dues deductions by submitting a written request to OAPSE, 6805 Oak Creek Drive, Columbus, Ohio 43229 during the last ten (10) days of this Agreement.
- B. Once every thirty (30) days, the deductions shall be forwarded to the OAPSE State Office, 6805 Oak Creek Drive, Columbus, Ohio 43229 with a list of those employees for whom payment is made, the amount deducted, and a copy of the list shall be submitted to the Union's Local Treasurer.

- C. Other than to make the deductions described in this Article and forward the same to the Union, the Employer assumes no additional obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- D. If requested by the Union, the Employer will provide to the Union for each employee the amount of the gross annual income as reflected on the employee's W-2 form received from the Employer for the previous year, including any deferred or tax-sheltered compensation.

1.0303 Union Representation. The Union shall have the right to use school buildings in the conformance with Board policy. The Union may use the inter-department delivery system for distribution of Union materials to the designated Union representatives and may use the staff designated bulletin board in each building for posting materials relating to Union business. A copy of any material distributed through the mail system or posted on the bulletin board shall be given to the building principal and the Superintendent at the same time the material is sent or posted.

The Board agrees to permit the Union Field Representative to transact official Union business on school property after checking in with the principal and/or supervisor of the facility, and stating the person to be visited and the reason for the visit. Said business shall occur only during an employee's meal periods, before, or after the employee's regularly scheduled work period.

The Union may use typewriters, duplicating equipment, email, copying and audiovisual equipment for Union purposes provided it requests permission in advance from the building principal and provided it reimburses the Board for the actual costs of supplies. Use of the aforementioned equipment shall not interfere with the normal operation of the school district.

The Board shall recognize as Union representatives the President of the Local Union, or in his/her absence, the Vice President, the grievance committee chairperson, and one steward from each school building. The Union shall provide to the Board the name, assigned work area and union position held for each of the previously mentioned Union representatives.

Writing of grievances shall be on non-work time. Grievance meetings shall be held at mutually agreed upon times outside the grievant's regular work day. Union representatives attending mutually agreed upon grievance hearings or pre-disciplinary meetings during his/her regular work day, shall not suffer a loss in pay while attending the hearing.

The Union President and one delegate may use up to two (2) days each per year for attendance at OAPSE conferences so long as the Union President and the delegate use personal leave or vacation leave to go to the conference. The use of vacation leave and personal leave is still subject to the requirements and restrictions set forth in the vacation leave and personal leave sections of this Agreement.

The Union shall be given a copy of the public agenda prior to the Board meeting at the same time the agenda is provided to all others.

1.04 Labor Management Committee. In the interest of sound labor/management relations, the parties agree to meet at mutually agreeable dates and times for the purpose of discussing those issues outlined herein. Meetings will be held once every four (4) months, unless otherwise agreed by the parties. The Labor/Management Committee will consist of the Union President and the Superintendent, and up to three (3) additional representatives from each party, as each deems necessary, unless the parties

mutually agree that additional persons may attend. Employees attending these meetings shall not be on paid status.

At least five (5) days prior to the scheduled date for the meeting, each party will submit to the other, in writing, any agenda items that the party wishes to be discussed and, if additional persons are going to be invited, the identity of those persons. If no agenda items are submitted by either party, then the meeting will be cancelled.

The meetings are not intended to be used as negotiations sessions for purposes of proposing changes to the collective bargaining agreement. The agenda items which are appropriate are as follows:

1. Discussions regarding the administration of the Agreement;
2. Discussion of potential grievances which have not been processed through the grievance procedure;
3. Dissemination of information of interest to the parties; and
4. Provide OAPSE the opportunity to share the view of its members on subjects of interest to its members.

ARTICLE 2 - NEGOTIATION PROCEDURES

2.01 Request for Negotiations. A written request to initiate negotiations shall be sent by either party to the other no sooner than one hundred twenty (120) days, but not later than sixty (60) days, prior to the expiration of this agreement. OAPSE's notice to the Board shall be addressed to the District Superintendent. Upon receipt of the request to initiate negotiations, the representatives of the parties shall meet and establish an initial bargaining date. Negotiations shall commence within sixty (60) days of the receipt of SERB'S notice to open negotiations, or at a mutually acceptable date.

2.02 Negotiation Meetings. A negotiation meeting shall be scheduled with the least interruption of school and work schedules. Members of the bargaining team may be released from work duties only when approved by the Superintendent. The times and places of the following meetings shall be agreed upon at the conclusion of each session. All meetings shall be held in executive session.

2.03 Bargaining Sessions. No recording devices shall be permitted in these meetings. The subject and content of these meetings shall be kept confidential except for reports to the parties' appropriate constituents as provided for in 2.04. All issues for negotiations by the Union and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the first negotiations meeting, unless mutually agreed to by the parties.

2.04 Progress Reports. During negotiations, interim reports may be made to the Union by its representatives and to the Board by its representatives.

2.05 News Releases. Upon the request of either party, a mutually agreed-to news release may be made prior to impasse. There shall be no restriction on news releases and/or communications to the public once impasse has been declared.

2.06 Negotiating Team. The Board and the Union shall each select their bargaining teams and notify the other of their designated representative. Neither party shall have control over the selection of the other's party's team members. The maximum number of bargaining team members for each party shall be limited to six (6) members, which shall include each party's respective representatives. All negotiations shall be conducted exclusively between said teams. Each party may employ a consultant to assist them with negotiations at the parties own cost. No observers shall be permitted. While no final agreement shall be executed without the ratification by the union and adoption by the board, negotiating

teams will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations.

2.07 Bargaining Procedure

- a. Information. The designated representatives of the Board and the Union agree to make available to each other, upon request, and in a reasonable time period, all the available information pertinent to the matter or matters then under negotiation.
- b. Bargaining Procedure Caucus. Each team shall have the right to caucus. Sixty (60) minutes shall ordinarily be the maximum caucus time. If the time period has expired, the parties will re-convene to determine if additional caucus time is needed.
- c. Tentative Agreement. As negotiated items receive tentative agreement, the items shall be reduced to writing and initialed by the chief negotiator for each team. Such initialing shall be construed as a tentative agreement by both parties on that item or issue, subject to finalization by ratification by the membership of the Union and approval of the Board of Education.
- d. Agreement. When an agreement is reached in negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement to determine the accuracy of the transcript. If the agreement is in proper form, it shall be submitted first to the union for ratification and then to the board for adoption after the union approves the agreement. When adopted by the board, the agreement shall become part of the official board minutes. Said agreement shall be signed by the board's representatives and the union's representatives.
- e. Intent to Recommend. Both negotiating teams shall recommend adoption of the tentative agreement to their respective parties.
- f. Impasse. If the parties fail to reach an agreement within sixty (60) days of the first bargaining session then either party may declare that an impasse exists. If one of the parties declares an impasse in accordance with this provision, the representatives of the bargaining team shall jointly notify the Federal Mediation and Conciliation Service of this fact and request the appointment of a mediator. Mediation shall take place for at least thirty (30) days after the first meeting with the mediator and if no agreement is reached at the end of the thirty (30) day period, the impasse procedure shall be deemed to have been completed by both parties.

It is intended by the parties that this impasse procedure shall supersede and replace, in their entirety, those impasse procedures contained at Ohio Revised Code section 4117.14 and Ohio Administrative Code section 4117-9-05.

- g. Right to Strike. All employees in the bargaining unit shall have the right to strike in accordance with the provisions of Ohio law set forth in Chapter 4117 so long as the impasse procedures set forth above have followed.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.01 Grievance Policy. The Board recognizes an interest in effective personnel management. A procedure is necessary whereby employees can be certain of a prompt, impartial and fair hearing on their grievances. Such procedure shall be available to all employees and no reprisals, of any kind, shall be taken against any employee initiating or participating in the grievance procedure.

3.02 Definition of Grievance. A grievance is a complaint involving a violation, misinterpretation or misapplication of this contract. There shall be three types of grievances: individual grievance, class grievance and Union grievance. An individual grievance is a grievance affecting only one (1) member. A class grievance shall be defined as a grievance affecting two (2) or more members. A Union grievance shall be defined as a grievance filed by the Union alleging a violation of specific rights guaranteed to the Union by this Agreement. Union grievances may be initiated at Step 3 of this grievance procedure. The Union does not have the right to pursue an individual grievance without the individual employee's consent.

3.03 Purpose. The purpose of this grievance procedure is to secure, at the lowest possible administrative level, proper resolutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as permitted under Ohio law, at all levels of the procedure.

3.04 Days Defined/Deadlines. Days shall be defined as calendar days. If the deadline for any of the actions required in this process falls on a day when the School District is closed, the deadline shall be extended to the next business day. All deadlines set forth herein may be extended upon mutual agreement of the parties.

3.05 Grievance Procedure

3.0501 Step One: Any employee, group of employees, or the Union shall first discuss such grievance with his/her immediate supervisor.

3.0502 Step Two: If the discussion does not resolve the grievance to the satisfaction of the employee, the employee(s) or Union shall have the right to file a written grievance with his/her supervisor. The grievance shall be filed within fourteen (14) calendar days after the occurrence of the act or condition which is the basis of said grievance. The written grievance shall be on a standard form supplied by the Union, shall contain a concise statement of the facts upon which the grievance is based and a reference to a specific provision of the contract allegedly violated, misinterpreted or misapplied. A copy of such grievance shall also be filed with the Superintendent. A copy to the form is attached at Appendix B.

If the Union believes that the Supervisor does not have the authority to resolve the grievance, the grievance may be initiated at Step 3. If the Superintendent disagrees with this conclusion, he may remand the grievance back to the supervisor at Step 2, and the timelines will begin to run from the date that the Superintendent notifies the Union of this decision.

The supervisor shall hold a meeting within five (5) days of the receipt of the grievance to discuss the grievance. The supervisor shall provide a written response to grievance within five (5) days after the meeting.

Failure to file the grievance within the timeline set forth in this section shall be deemed a waiver of the grievance.

3.0503 Step Three: If the action taken by the supervisor has not resolved the grievance to the satisfaction of the employee(s) or the Union, such employee(s) or Union may appeal in writing to the Superintendent. Failure to file such appeal within five (5) days from the receipt of the written response to the grievance at Step Two, or within five (5) days of the date that action was due from the supervisor at Step Two, shall be deemed a waiver of the right to appeal and the grievance shall be void. The Superintendent shall hold a meeting within five (5) days of the receipt of the grievance to discuss the grievance. The Superintendent shall issue a written response to the grievance within five (5) days after the meeting. This timeline applies to those grievances which are initiated at Step 3 as well.

3.0504 Step Four: If the employee(s) or Union is not satisfied with the decision at Step 3, or if the Superintendent fails to take any action required by Step 3, the employee(s) or Union may request that the Board agree to request the assistance of a mediator assigned by the Federal Mediation and Conciliation Service ("FMCS"). The request must be made within five (5) days of the date of the Superintendent's decision at Step 3, or his/her failure to take some action required by Step 3.

3.0505 Step Five: Arbitration

- A. If the employee(s) or Union is not satisfied with the response for resolving the grievance received at Step Three, if the employee(s) or Union do not request mediation, if the Board does not agree to mediation, or if the mediation fails to resolve the grievance, the employee(s) or Union may proceed to arbitration by filing a written notice to proceed to arbitration with the American Arbitration Association and with the Superintendent or may appeal the matter to the Brown County Common Pleas Court. Failure to file the request for arbitration or appeal to the Court within five (5) days of either the response received at Step Three, the Board's refusal to submit the matter to mediation if mediation is requested, or the failure of the mediation to resolve the grievance shall be deemed a waiver of the right to appeal and the grievance shall be void.*
- B. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association.
- C. The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling and issue his/her decision within forty-five (45) calendar days of the hearing.
- D. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights involving Board discretion nor interfere with the powers, duties and rules and regulations having the force and effect of law. Additionally, the arbitrator shall have no power to alter, add to, modify or subtract from the terms of this agreement.
- E. The arbitrator has the authority to determine arbitrability if such an issue exists.
- F. The arbitrator shall have the power to subpoena witnesses and documents.
- G. No later than fourteen (14) days prior to the scheduled arbitration hearing a disclosure conference must be held between the representatives of the Board and the Union at which time all documents, exhibits, evidence, and names of witnesses and the nature of their testimony shall be disclosed. Failure to disclose prior to the hearing shall result in the exclusion of said evidence, exhibit, or testimony at the arbitration hearing. This does not include rebuttal evidence or witnesses.
- H. The ruling of the arbitrator shall be advisory.
- I. Arbitrator's expenses and fees shall be paid split evenly between the parties.
- J. If either party unilaterally withdraws the request for arbitration or appeal to the Court after the appeal has been filed, the withdrawing party shall be responsible for all costs and fees associated with said withdrawal, unless the allocation of the costs and fees are mutually agreed to by the employer and the Union as part of a written settlement agreement.

Miscellaneous

A grievant may be accompanied at all grievance hearings by a representative of the Union. The administrator may also be accompanied by a representative of his/her choice.

All meetings required under this procedure shall be conducted so as to not unduly interrupt the operations of the school district.

If a meeting required by this procedure is held during the grievant's regular workday, the grievant shall be released from duty without loss of pay. Any other member who is subpoenaed to testify at an arbitration held during their regular workday under this procedure shall be released without loss of pay. The parties will coordinate that attendance so as to not unduly interrupt the operations of the school district.

ARTICLE 4 - WORKING CONDITIONS

4.01 Seniority

4.0101 System seniority shall be computed on the basis of the total uninterrupted length of continuous service with the Employer within the Bargaining Unit. Classification seniority shall mean the uninterrupted length of continuous service within a specific classification. Continuous service shall begin on the date the employee first receives compensation from the Employer. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

4.0102 An approved leave of absence, absence due to layoff, military leave, disciplinary suspension, or workers' compensation leave does not constitute a break in continuous service provided the employee follows the procedure for such leave and returns to active service immediately following the expiration of the approved leave or disciplinary suspension.

4.0103 The following situations constitute breaks in continuous service for which seniority is lost:

1. Termination or non-renewal;
2. Retirement;
3. Layoff and expiration of recall rights;
4. Failure to return to work within the time provided for recall from layoff absent extenuating circumstances such as illness, injury, or disability;
5. Failure to return to work at the expiration of leave of absence; and
6. Resignation.

4.0104 Employees laid off shall retain their seniority while they have recall rights.

4.0105 No later than November 1, the Employer shall provide the Union with a copy of a current seniority list of all bargaining unit classifications. The Union may meet with the Employer to review the list. The seniority list shall be made up by classification and shall contain, in order of seniority, names and dates of hire of each employee in the bargaining unit.

4.0106 For purposes of this Article and Agreement, reinstatement shall refer to recall from layoff, return from disciplinary suspension, return to employment by the award of an arbitrator or any

court of competent jurisdiction, return from leave of absence, workers' compensation leave, or military leave, or return to a position as the result of a non-initial probationary failure.

4.02 Overtime/Breaks/Lunch

4.0201 Employees who are scheduled to work more than four and one half (4 1/2) or more consecutive hours shall be provided a one half (1/2) hour paid lunch period. This does not include bus drivers. Employees may be provided breaks at the supervisor's discretion, job duties permitting.

4.0202 Employees will be paid time and one half for all hours worked in excess of forty (40) hours per week. Only hours actually worked shall be counted for the purposes of determining eligibility for overtime. Holidays, vacations, sick leave, personal leave or any other paid or unpaid leave shall not count as hours worked.

4.0203 Extra time opportunities for cooks or custodians will be distributed on a seniority rotation basis by building by classification. At the beginning of each fiscal year, each employee in the building and in the classification will notify the supervisor if they wish to work extra time during the school year. Starting annually with the most senior person on the each building list, the extra time will be offered. If an employee refuses the extra work, the employee moves to the bottom of the list. If the employee refuses more than three times, he/she will be removed from the list. If an employee is not offered an extra work opportunity that he/she should have been offered, upon notifying the supervisor of the omission, the employee shall be granted the next extra time opportunity. If all employees in the building decline the extra time, the extra time shall be offered to other employees in the same classification that are not assigned to the building on a rotating seniority basis. If the employee refuses more than three times, he/she will be removed from the list. If an employee is not offered an extra work opportunity that he/she should have been offered, upon notifying the supervisor of the omission, the employee shall be granted the next extra time opportunity. If none of those employees accepts the extra time, the Administration shall staff the extra time at its discretion. Nothing herein shall restrict the Board's ability to utilize additional workers who are not regular employees of the District to work in conjunction with the Board's current employees.

4.0204 Call back pay. If an employee is called back to work by his/her supervisor after the termination of his/her regular shift, and he/she reports back to work, the employee will be paid for the hours worked, but not less than two (2) hours pay at his/her regular rate of pay, unless the hours actually worked put the employee into overtime. In this case, the employee will be paid in accordance with Federal laws governing overtime pay.

4.03 Disciplinary Process. Prior to implementing discipline, the Administration shall provide the employee with written notice of a pre-disciplinary meeting. The notice shall include the date, time and place of the hearing, the generalized nature of the allegations and that the employee may bring a union representative with him/her to the meeting. At the meeting, the allegations shall be shared with the employee and the employee shall be given an opportunity to provide information/evidence on his/her behalf. If further investigation is necessary, the meeting will be re-convened following the completion of that investigation. Upon the completion of the meeting and/or investigation, if discipline is to be imposed, the employee shall be advised in writing of the discipline.

4.04 Personnel Files

4.0401 Each employee may inspect his/her personnel file which is maintained by the Employer at any reasonable time during business office hours provided that the employee gives the Employer reasonable advance notice in writing, and that the inspection will be conducted at a time designated by the Employer, but not later than the close of business on the next business day. A Union representative, if desired by the employee, may accompany the employee to

review the file. The Employer maintains the right to have a management representative present at all times during the inspection and to determine the site of the inspection. The employee shall have the right upon written request, to receive one (1) copy of any materials placed in his/her personnel file.

4.0402 An employee may submit a statement of rebuttal or explanation which will be attached to such document in the employee's personnel file.

4.0403 An employee shall receive and initial a copy of any disciplinary or corrective action form before it is placed in his/her personnel file. If the employee refuses to initial it, a statement to that effect shall be noted on the document, and the refusal to initial the form shall not be used as a basis to challenge the validity of the action.

4.0404 Employees shall be notified of all public records requests to review the employee's personnel records within two (2) days after the request is made.

4.0405 No unsubstantiated complaints or information will be placed in employee's personnel files.

4.05 Employee Evaluation. Employees may be evaluated annually on their performance. A copy of the evaluation shall be reviewed with the Employee prior to placing the evaluation in the Employee's personnel file. The Employee's signature on the evaluation does not constitute agreement with the contents of the evaluation. An Employee may submit a rebuttal to the evaluation. The rebuttal shall be attached to the evaluation and must be submitted within fourteen (14) calendar days of the Employee's receipt of the evaluation. Evaluations may include recommendations for improvement. Members of the bargaining unit shall not evaluate other bargaining unit members.

4.06 Job Descriptions. The Union President shall be furnished with a copy of the job description for each classification under the terms of this Agreement. Each bargaining unit member shall also be provided a copy of the current job description.

If the Board of Education changes the job description, such change will be shared with the Union President and the affected employee(s) at least ten (10) days prior to the implementation, except in cases of extenuating circumstances, in which case the job duties may be immediately assigned.

4.07 Calamity Days. All bargaining unit members not required to report to work on a calamity day shall be paid for time lost when the school district is closed due to an emergency, inclement weather or other public calamity as defined by the Ohio Revised Code. Except as provided herein, any bargaining unit member required to report to work on a calamity day by the Superintendent, or his/her designee, shall be provided compensatory time in an amount equal to the time the employee works on the calamity day, in addition to being paid their regular rate for the time actually worked. If the statutory maximum amount of days is exceeded, any twelve month employee required to report to work on a calamity day will only receive pay for the time actually worked, and shall not receive compensatory time. If a twelve (12) month employee is not required to work on a calamity day they will not realize a loss of pay. If an employee who works less than twelve (12) months is not required to report to work on a calamity day, and the employee is compensated, the employee will not receive any additional pay for the make-up day. If the employee is not compensated on this calamity day, then they will be paid for the makeup day. This provision does not apply to time worked on a delayed start or an early release due to calamity.

4.08 Non-discrimination. The Board of Education agrees that it will not discriminate against any employee on the basis of race, gender, age, religion, national origin or disability. The Employer further agrees not to intimidate, harass, restrain or coerce any employee because of Union membership or Union activities. Any such claims are not subject to the grievance procedure and jurisdiction for such claims is vested solely with the State and/or Federal administrative agency empowered to address such claims.

4.09 Holidays. Bargaining unit members shall receive the following paid holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Fourth of July*
Labor Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve
Christmas Day

*Twelve (12) month employees only

In order to qualify for such holiday pay, the employees need to have accrued a full day earnings on the preceding and next scheduled work days. If the Memorial Day holiday falls outside the school year, then the employee must accrue a full day of earnings only on his/her last scheduled day prior to the holiday in order to receive holiday pay for Memorial Day. If a holiday is observed while an employee is on sick leave, or other paid status, he/she will receive holiday pay and the date will not be charged against the leave. In those instances that a holiday falls during the time of an unpaid disciplinary suspension, the holiday will count as one of the unpaid days. When an employee is called in to work on a holiday, in addition to his/her holiday pay, the employee will receive straight time for all hours worked on the holiday. If a holiday falls on a Saturday or Sunday, it will be observed on Friday or Monday, according to the school calendar.

4.10 Employee Dress Code. All employees shall dress in a manner which is appropriate to carrying out the activities of a particular job assignment. Employees may be required to wear a Board determined uniform for their job assignment.

4.11 Smoke-Free Environment

4.1101 Smoking on or in school property is prohibited. The District will advise all potential candidates prior to their employment that smoking is not permissible on or in school property and/or on or in school vehicles.

4.1102 Employees violating this provision shall be subject to discipline up to and including termination.

ARTICLE 5 - VACANCIES, TRANSFERS AND ASSIGNMENTS

5.01 When a position becomes vacant that the Board of Education intends to fill, or if a new position is created, the vacancy will be posted on the District website, and emailed to current classified employees at their district email address. For the purposes of this section, a vacancy is not created if the Board of Education does not intend to employ replacement personnel to perform the work that was previously being performed by the person vacating the position. The posting will include the position, the assignment location, and shift. The job description shall also be attached to the posting. Current classified employees will also be notified using the automated phone system (currently the One Call System) that a vacancy is currently posted.

5.02 The vacancy will be posted for five (5) work days for current board employees. All interested employees shall submit a written application to the Superintendent expressing his/her interest in the position. As it relates to all persons posting for a vacancy, in order to be considered for a position, a current employee must meet the qualifications set forth in the job description. Additionally, the Superintendent may find an employee ineligible for the position if the employee has been noted in

his/her evaluation in the last two years as needing improvement or if employee has been the subject of disciplinary action during the last two years.

5.03 Once the posting period has expired, the Superintendent or his/her designee will interview and consider all internal applicants in the same classification. The most senior applicant within the classification shall be awarded the position, assuming the candidate meets the qualifications for the position and/or has not been declared ineligible as noted above. If no internal candidate from the same classification is chosen for the position, all other internal candidates will be considered to determine if they are qualified for the position. If the Superintendent determines that another internal candidate is qualified for the position, the most qualified person shall be hired.

5.04 If the Superintendent, or his/her designee, determine that more than one current employee is equally most qualified for the position, the most senior of the two employees shall be awarded the position.

5.05 If an employee transfers from one classification to another, if they have never worked in that classification, the employee shall be placed on the new salary schedule at the step rate equal to one half of the employee's district service credit, to a maximum of four years. If the employee has previously worked in that classification he/she will receive all district service for years working in the classification. If the experience was as a substitute, the employee must have worked at least ninety (90) days in the school year to receive a year of service credit.

5.06 If the Board of Education hires an external candidate for a position, the Board of Education may grant service credit for salary placement for all work in the same classification with another public or private school district. The Board of Education may also grant service credit for salary placement purposes for work experience in the private sector in the same or similar type of job.

5.07 All current employees transferring to another position through this process shall have the right to return to his/her former position within ten (10) work days of starting the new position. Within forty-five (45) work days of beginning the new position, the employer may return the employee to his/her former position if the employee's supervisor or the Superintendent determines that the employee's performance in the new position is not acceptable. Upon written request of the employee, the employee will be provided the reasons, in writing, for the removal. These deadlines are to be extended if an employee is absent from the job for any reason.

ARTICLE 6 – TRANSPORTATION

6.01 Route Bidding

6.0101 The Board of Education shall establish the routes at the beginning of each school year. A route may consist of an a.m., a mid-day, a p.m. and a shuttle. All routes shall be paid at a minimum of three (3) hours. Included within that minimum time, drivers shall be given twenty (20) minutes for pre-tripping and sweeping their bus. If the route and pre-trip takes less than three (3) hours, the bus driver may be assigned other duties connected to the transportation operations. If the route, including pre-trip, is in excess of three (3) hours, the driver shall be paid for all time actually worked.

Drivers will retain their route from year to year. If a route becomes vacant, or if a new route or midday is created, after January 1st, it may be filled by a substitute driver for the remainder of the school year. If the new route or midday is created or becomes vacant prior to that date, it will be subject to bid, on a rotating seniority basis. No more than two (2) drivers may change routes in this situation.

If, after the start of the school year, the route increases or decreases by more than ten (10) minutes, the pay and benefits will be adjusted to reflect that change. The transportation supervisor must verify all changes before the driver's pay will be adjusted. This will include information obtained by the GPS on the bus and this information will be shared with the driver.

The Board has a current practice of having the transportation supervisor drive a bus route. This practice may continue, notwithstanding the above route bidding procedure. However, the transportation supervisor will be assigned the shortest route.

6.02 Field Trips

6.0201 Field trips and additional runs are those trips associated with athletics, extracurricular or class field trips where a school vehicle is being utilized by the District to provide transportation. An activity run shall be those runs that are of a short duration in time, e.g., the tutoring run prior to OAA testing where a bus is being utilized by the District to provide transportation.

6.0202 Field trips and additional runs shall be assigned to drivers who sign up to drive field trips on a rotating seniority basis. Field trip meetings will be held every other Tuesday at the conclusion of the a.m. routes. The list will be posted at least twenty four (24) hours prior to the meeting. At the field trip meeting, the trips shall be offered to the drivers in order of seniority, in the order that the trips will occur. Time spent at the meeting is not compensable time. If a driver desires to drive a field trip but is unable to attend the meeting due to running a field trip/additional run or being out on a paid leave, the driver must provide the transportation supervisor with the driver's preferences, in order of preference. If a driver fails to provide these preferences, or is absent for any other reason, the driver will not be eligible to drive a field trip up for bid for that period. Records of the field trips available and awarded shall be maintained by the transportation supervisor and available for review by the bus drivers. If a field trip/additional run is requested after the bid meeting, the trip will be assigned by continuous seniority rotation.

6.0203 Drivers will be allowed to take off their regular route up to three(3) times per year in order to take a field trip or additional run if the transportation supervisor can secure a substitute for that driver. However, the driver will only be paid for the time spent on the field trip or additional run, e.g., if the driver has a two (2) hour afternoon route and is allowed to take a field trip in the afternoon which lasts five (5) hours, the driver will be paid for five (5) hours.

6.0204 Substitute drivers or the transportation supervisor may be used if regular drivers are not available or if no one bids on the trip. Teachers, coaches, and activity advisors may drive a field trip associated with their classes and/or extracurricular/athletic activity of eight (8) or fewer students if they are permitted by law to operate the van or personal vehicle. Additionally, any teacher that is driving the students in that program as of July 1, 2011, or any program that has been transporting the students in the program as of July 1, 2011, may continue to transport students using any board owned or approved vehicle.

6.0205 In the event that no regular driver(s) bid(s) on a field trip(s) or additional run(s), and no substitute bus driver(s) is/are available to take the field trip(s) or additional run(s), then the trip(s) may be assigned to the least senior driver(s) whose route does not conflict with the field trip or additional run on a reverse continuous seniority basis.

6.0206 If a trip is cancelled or rescheduled at least thirty (30) minutes prior to the beginning of the trip, the driver awarded the trip may take the rescheduled trip, or turn it back in to be assigned by the transportation supervisor to the next senior driver on the field trip list whose regular route does not conflict with the field trip. The driver shall be notified of the cancellation and the driver shall not be entitled to any compensation. In the event that the field trip is cancelled with less than thirty minutes notice, and the driver has arrived at the bus compound, the driver will be

compensated for one hour, and may take the rescheduled trip, or turn it back in to be assigned by the transportation supervisor.

6.0207 If the transportation department is notified of a trip forty-eight (48) hours or less from the start of the trip, the trip will be assigned by the transportation department to the next senior driver whose regular route does not conflict with the field trip.

6.0208 Activity runs shall be bid upon notice that the activity will take place. Activity runs will be awarded to the most senior driver bidding on the run on a rotating seniority basis. Only those drivers whose regular routes do not conflict with the activity run are eligible to bid. A driver awarded the activity run will be expected to drive the activity run for its entire duration. If no regular driver is eligible for the activity run, a substitute bus driver or the transportation supervisor may drive the activity run.

6.0209 If a driver is awarded a field trip or additional run, and cannot drive that trip, the driver must notify the transportation supervisor immediately, who will then reassign the trip to the next senior driver whose regular route does not conflict with the trip. If on three (3) occasions during a school year, a driver bids on and is awarded a field trip or additional run, and then later returns that trip, the driver will no longer be eligible to bid on field trips or additional runs for the remainder of the school year.

6.0210 Drivers will be paid their regular hourly rate for all time actually driving or performing pre-trip requirements on a field trip or activity run. A driver will be paid \$7.90 per hour for all time a driver is required to remain on site or on call during the field trip or activity run.

6.03 Overnight Trips. A driver will be paid their regular hourly rate for eight hours for each day of an overnight trip. However, if a driver is actually engaged in driving or performing other driving related activities, as well as any on call time spent on site at the activity, which results in the driver actually working more than eight hours, the driver will be paid for all hours worked, and this additional time shall be noted on the time sheet. Drivers will be reimbursed for all reasonable costs for lodging, meals and parking costs incurred in connection with the field trip in accordance with Board policy and procedure.

6.04 Paperwork. To the extent possible, the Board of Education will provide drivers with time during the waiver days or their regular work hours to complete paperwork associated with their positions. Otherwise, drivers will be paid for all time spent completing paperwork by including the time on the driver's timesheet. Upon approval of the Superintendent, the driver may be excused from attendance on the waiver days and may complete the paperwork on a later agreed date.

6.05 Holiday/Calamity/Sick Pay. Drivers will be paid their established profile hours for any paid time on holidays, calamity or sick leave. Profile hours will be established no later than October 1 of each year.

ARTICLE 7 - TERMS AND CONDITIONS OF EMPLOYMENT/PROBATIONARY PERIOD

7.01 Employees shall be hired on the following contract sequence:

7.0101 Newly hired, regular employees shall be given not more than a one year limited contract. Such contract shall be written to expire on the succeeding June 30.

7.0102 If the employee's initial contract is less than one year in length, and the employee is renewed, the employee shall be reemployed on a one year contract.

7.0103 After the employee completes a one year contract, if the employee is renewed, the limited contract shall be for a period of two years.

7.0104 At the end of the two year contract, if such contract is renewed, the employee shall be employed on a continuing contract.

The provisions of this section shall supersede any conflicting provision of Ohio Revised Code section 3319.081 regarding the issuance and length of employment contracts for non-teaching employees.

ARTICLE 8 - REDUCTION IN FORCE

8.01 In the event it becomes necessary to reduce the number of current employees due to lack of funds, abolishment of positions, building closures or for any reason set forth in Ohio Revised Code section 3319.17, the following procedures shall be utilized. The number of employees affected by the reductions shall be kept to a minimum by not employing replacement employees for employees who resign, retire or otherwise vacate a position. Reductions may reduce a position in whole or in part, in accordance with Ohio Revised Code section 3319.172.

8.02 Once the Board of Education determines that it is necessary to reduce the number of employees employed by the Board in a particular classification, the Board shall provide written notice to the Union and the employee(s) of the Board's intent to reduce the employee(s), said notice to be provided at least twenty calendar (20) days prior to Board action on the reduction and state the reason(s) for the reduction.

8.03 Reductions shall be made based on the recommendation of the Superintendent and shall be in order of classification seniority, with the least senior first, except that, if an employee has been subjected to disciplinary action within two (2) years of the date of the reduction, a less senior employee may be retained and the employee who was the subject of discipline may be reduced in force. Time on Board approved, unpaid leaves of absence shall not constitute an interruption of seniority, but shall not count towards seniority. Seniority shall start to accrue on the first day of work. In the case of identical seniority, the employee with the earlier date of hire shall be deemed more senior. In the event that the employee's have identical dates of hire, the employee with the highest last four digits of their Social Security Number shall be deemed most senior.

8.04 Any employee reduced in force may displace a less senior employee in another classification if that reduced employee has previously worked in the other classification within the last five (5) years, and has more classification seniority than the employee he/she is seeking displace.

8.05 Any employee reduced in force shall be placed on a recall list for a period of eighteen (18) months, in order of seniority, by classification. If a vacancy occurs during the recall period, and that vacancy is going to be filled, it shall first be posted in accordance with Article 5 of this Agreement. If the vacancy is not filled with a current employee in the classification, the most senior employee who was reduced from the classification of the vacancy shall be offered the position. If an employee on the recall list refuses a position of the same or more hours than the employee was working at the time of the reduction, the employee shall be removed from the recall list, and waive any and all rights provided to the employee pursuant to this section. If reinstated during this recall period, the employee shall resume the same contract status as the employee held at the time of the reduction, along with all salary and fringe benefits. All recall notifications shall be in writing.

ARTICLE 9 - LEAVES

9.01 Sick Leave

9.0101 Members of the bargaining unit shall earn sick leave at the rate of one and one-quarter (1¼) days per month for a maximum of 15 days per year accumulative to a maximum of two hundred ten (210) days. Sick leave may be used in full, half or quarter day increments.

9.0102 Sick leave may be used for absence due to the employee's illness, injury, pregnancy-related illness, or exposure to contagious diseases.

9.0103 In addition, sick days may be used for an illness, death or injury in the employee's immediate family which shall be defined as the employee's spouse, children, siblings, parents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, or other person living in the employee's household.

9.0104 After three (3) days of consecutive absence due to illness or injury, or in those instances where by Administration has credible information to believe that an employee is using sick leave for an improper purpose, the employee may be required to provide a doctor's or medical provider's certificate, or other appropriate medical documentation, explaining or justifying the need for the absence.

9.0105 Any employee who fails to follow the prescribed procedures for absences may experience an unexcused absence and a related reduction in pay as well as disciplinary consequences.

9.0106 Each newly hired regular nonteaching and each regular nonteaching employee of any board of education who has exhausted his accumulated sick leave shall be entitled to an advancement of not less than five (5) days of sick leave each year. Should an employee leave the employment of the Board prior to repaying all sums due to the Board by virtue of the advancement of sick leave, the Board shall withhold from the employee's accrued but unpaid wages the value of the advanced sick days that remain unpaid. In the event that the remaining wages are insufficient to permit the Board a full recovery of those sums, the employee shall still be responsible for repaying the Board.

9.0107 This provision shall supersede those conflicting provisions of Ohio Revised Code §3319.141.

9.02 Family Medical Leave. A leave properly requested under the Family Medical Leave Act shall be granted in accordance with the terms of the Family Medical Leave Act, provided the employee meets the eligibility requirements for coverage under the Act. An employee's FMLA benefits run concurrently with leave for which the employee qualifies under this contract, including any paid leave which may include, but not be limited to, sick leave. Eligibility for FMLA shall be determined as of the date of the request for FMLA.

9.03 Personal Leave. Up to three (3) days of personal leave shall be granted within each work year (July – June). Personal days may only be used for personal business that cannot be conducted at a time other than on a regular workday and during regular work hours. Personal leave days do not accrue from year to year. These days may be taken as full, half or quarter day increments.

9.0301 Personal leave shall not be taken on:

1. The day immediately following or preceding a holiday or other break; or
2. Friday's or Monday's from May 1st through the last day of school for students.

9.0302 Exceptions to above include:

1. Emergencies beyond the control of the employee;
2. Graduations of self, parent, spouse, child, sibling, or grandchild;
3. Weddings;

4. Religious Observance; or
5. Other extenuating circumstances as approved by the Superintendent or Assistant Superintendent, said approval not to be unreasonably withheld.

9.0303 Unpaid days may not be used immediately before and/or after a personal leave day unless approved by the Superintendent or Assistant Superintendent of Human Resources. Personal leave days may not be used on a consecutive basis, except upon approval of the Superintendent. No more than two (2) employees in each classification may be on personal leave on the same day, except upon approval of the Superintendent.

9.0304 An application for such leave shall be made to the immediate supervisor at least two (2) days in advance of the leave day or days. Emergency conditions may prevent the possibility of advance notice; in such instances appropriate forms will be completed upon return to duty.

9.0305 Employees who end the work year with unused personal leave days may convert the unused personal leave day to sick leave at a 50% conversion rate, e.g., one (1) is converted to one half (1/2) day of sick leave.

9.04 Unpaid Leaves of Absence

9.0401 Upon written request of a member, the Board may grant a leave of absence without pay for a period of not more than two (2) years for educational, professional or other purposes, and shall grant such leave where illness or other disability of the member is the reason for the request. With his/her request, the member shall state the purpose of the leave, and if it is for medical reasons, the member shall supply a written statement from a physician setting the reasons for the need for the leave, and the period of time the member will be unable to return to work due to the illness and/or disability.

9.0402 At the expiration of the leave, the member shall be returned to the same or similar position. No later than thirty (30) days prior to the expiration of the leave, the member shall notify the Board of the whether the member intends to return at the conclusion of the leave. Failure on the part of the member to provide said notification shall be construed as a resignation.

9.05 Assault Leave

9.0501 The Board shall grant up to a maximum of five (5) days assault leave to any employee who is absent due to physical disability from an assault which occurs in the course of Board employment. Such employee will be maintained on full pay status during the period of such absence and such leave shall not be charged against the employee's earned or earnable sick leave.

9.0502 The Board shall require an employee to furnish a signed statement on forms provided by the Board to justify the use of assault leave. If medical attention is required, a certificate from a licensed physician, stating the nature of the disability and its duration, shall be required before assault leave can be approved.

9.0503 If more than five (5) days are required, will be required to use sick leave.

9.0504 Any employee applying for assault leave shall cooperate with the law enforcement agencies. The Board shall provide the employee with release time necessary to cooperate with said agencies.

9.06 Professional Leave

9.0601 Bargaining unit members required by the Superintendent, or his/her designee, to attend meetings, workshops, and/or training shall do so without loss of pay. The Board of Education will pay all reasonable and necessary expenses for the attendance at these events, and reimburse the employee for expenses incurred in accordance with Board policy.

9.0602 Employees may request permission to attend meetings, workshops, and/or training related to their work assignment. If the request is approved, the Board of Education will pay all reasonable and necessary expenses for the attendance at these events, and reimburse the employee for expenses incurred in accordance with Board policy.

9.07 Court Leave. When an employee is called for jury duty or is involved in a court action as a result of their employment by the Board, the Board will release the employee to attend the hearing, and shall pay the employee his/her regular rate of pay. This section does not apply if the employee is the plaintiff in an action against the Board or any of its employees. If the employee works second shift, and the employee is obligated to remain at the court for a period of time extending into the employee's regular work hours, the employee shall report to work upon being released from court and will complete their regular shift up to the regular completion time. The employee will not lose any pay by virtue of the employee's absence due to the time at court. The employee shall surrender to the Treasurer's office any payment received by the employee as a result of his/her attendance at the hearing. It shall be the responsibility of the employee to insure collection of those amounts. Employees required to work their second (2nd) shift shall not be required to submit any court reimbursement to the Employer.

9.08 Military Leave. Employees shall be entitled to military leave in accordance with Ohio Revised Code section 3319.085 and the Uniformed Services Employment and Reemployment Rights Act of 1994, 108 Stat. 3149, 38 U.S.C.A. 4312 and any amendments thereto.

9.09 Vacation & Scheduling of Vacations. Only those employees working twelve (12) months are eligible for vacation. Requests for vacation shall be made at least two (2) weeks in advance by submitting the appropriate form to his/her supervisor. All vacation will be arranged with and approved by the employee's immediate supervisor. The Superintendent will have final approval of vacation schedules for the classified staff, said approval not to be unreasonably withheld. It is the immediate supervisor's responsibility to see that vacations are scheduled to cause the least amount of interference with the operation of schools. Use of vacation days when school is not in session is encouraged but not required.

9.0201 System seniority shall be used to determine which employees are scheduled for vacation.

9.0202 Vacation may be taken in full or half day increments.

9.0203 The Superintendent reserves the right to postpone vacations in the event of emergency or other extenuating circumstances.

9.0204 Vacation days are accrued monthly. The first paycheck of each month will reflect the previous month's accrual.

9.0205 Paid vacation days for full-time, twelve-month employees are as follows:

1. Two (2) weeks (ten [10] work days) after one (1) year of service
2. Three (3) weeks (fifteen [15] work days) after ten (10) years of service
3. Four (4) weeks (twenty [20] work days) after twenty (20) years of service

9.0206 Employees may carry over from one year to the next accrued but unused vacation days up to a maximum of the number of days accrued by the employee in the previous year. For the purposes of this section, the employee's anniversary date shall determine the beginning and end of the year.

9.0207 If a member is on a scheduled vacation day and the schools of the District are closed for calamity, the employee will not be charged a day of vacation for that day. If an employee is not scheduled to work on an approved holiday, and the holiday falls within the time period that the employee has scheduled vacation, the employee will not be charged a vacation day for the holiday.

9.0208 An employee shall be paid for all accrued but unused vacation days at the time the employee leaves his/her employment with the Board. In the case of the death of the employee, the vacation pay shall be paid to the estate of the employee.

ARTICLE 10 - COMPENSATION

10.01 Salary Schedule. Employees shall be paid according to the salary schedules attached hereto at Appendix A.

10.02 Each bargaining unit member will be paid a bonus of \$400 no later than the second pay period of January 2012.

ARTICLE 11 - FRINGE BENEFITS

The Board shall provide the following fringe benefits to the members of the bargaining unit eligible to receive such benefits and request such benefits.

11.01 Major Medical/Hospitalization Insurance/Prescription. Major Medical/Hospitalization/Prescription shall be available to all employees. Insurance coverage shall be through the Brown County Health Consortium. Coverage will begin, if requested, with the first day worked for new employees.

11.0101 The coverage will continue until the date of the employee's resignation, termination, nonrenewal or retirement.

11.0102 An employee must notify the Treasurer when any of the following things happen:

- A. Marital status change.
- B. Marriage of a dependent covered by the plan;
- C. Death of spouse or dependent child;
- D. Reach Age 65;
- E. Double coverage, for any reason, by the same company to which the board pays the hospitalization, surgical and major medical insurance.

11.0103 The Board shall pay:

- A. Ninety percent (90%) of the cost of single or family coverage for hospitalization or health maintenance will be paid by the Board of Education for all classified employees who are scheduled to work at least fifteen (15) hours per week.

- B. In the event a change is made in the insurance carrier, employees shall be notified at least thirty (30) days in advance.
- C. The employees' share of the hospitalization premium shall be processed through an Internal Revenue Code, Section 125A Plan. Additionally, employees shall have the option to participate in a full flexible benefit plan under IRC, Section 125.
- D. When both the husband and wife are members, either one family plan or two single plans shall be available, with the Board of Education paying Ninety Five Percent (95%) of the premium. The type of policy shall be decided by the employees.

11.0104 The Board shall provide in lieu of health insurance a payment of Five Hundred Dollars (\$500.00) to those employees opting out of coverage under the Board offered medical insurance. Payment shall be made with the last paycheck in August of the succeeding year. Employees who wish to choose this option shall notify the Board of Education, in writing, no later than August 30th. In order to receive the in lieu of payment, the Employee must not have been covered by the plan for the entire year.

11.02 Insurance Committee. The Superintendent will develop an insurance committee. The Superintendent will convene a Committee meeting, if necessary, following the meetings of the Brown County Health Consortium. However, the Committee shall meet at least twice per year. At the meeting, the Committee members will be provided updates as to proposed changes to the insurance plans. The Union President and one other Association member may be in attendance at this meeting. The Committee may provide input to the Superintendent and Treasurer as to the composition of the insurance plan and/or changes to the plan. However, the meetings are intended as informational only, and the Committee shall not have the authority to approve or reject the plans offered by the Brown County Health Consortium. A designee of the Union shall be invited to attend the annual Brown County Consortium benefits informational meeting. The designee shall be determined by the Union President.

11.03 Dental Insurance. Dental insurance is available to each eligible employee.

11.0301 Coverage offered by the District to qualified employees will be provided upon completion of the appropriate enrollment forms.

11.0302 The coverage will continue until an employee resigns during the work year. His/her coverage will terminate on the last day of the month following the resignation at 12 midnight.

11.0303 An employee must notify the Treasurer's Office when any of the following things happen:

- A. Change in Marital Status
- B. Marriage of a Dependent Covered by the Plan
- C. Death of Spouse or Dependent Child
- D. Double Coverage for Any Reason

11.0304 One hundred percent (100%) of the cost of single, family or double coverage for dental insurance will be paid by the Board of Education for all classified employees full-time working fifteen (15) or more hours/week.

11.0305 When both the husband and wife are employed, either one family plan or two single plans shall be available.

11.0306 In the event a change is made in the dental insurance carrier, employees shall be notified at least thirty (30) days in advance-

11.04 Life Insurance. The District shall provide a life insurance policy in the amount of \$40,000 face value to each qualified classified worker at no charge to the employee.

11.05 Optical Insurance. Optical insurance is available to each eligible employee..

11.0501 Coverage offered by the District to qualified employees will be provided, unless the employee opts out of the coverage.

11.0502 An employee's coverage will continue until an employee resigns during the work year. His/her coverage will terminate on the last day of the month following the resignation at 12 midnight.

11.0503 An employee must notify the Treasurer's Office when any of the following things happen:

- A. Change in Marital Status
- B. Marriage of a Dependent Covered by the Plan
- C. Death of Spouse or Dependent Child
- D. Double coverage for Any Reason

11.0504 One hundred percent (100%) of the cost of single, family or double coverage for optical insurance will be paid by the Board of Education for all classified employees full-time working fifteen (15) or more hours/week.

11.0505 When both the husband and wife are employed, either one family plan or two single plans shall be available.

11.0506 In the event a change is made in the optical insurance carrier, employees shall be notified at least thirty (30) days in advance.

11.06 Tax-Sheltered Annuities. The Board of Education offers opportunities for classified staff to deduct earnings on a pre-tax basis for retirement or future financial planning.

11.0601 A list of qualified companies can be obtained from the Treasurer's Office. A minimum participation of five employees is needed to add qualified shelter companies/agents to the existing list of qualified providers. Additionally, new providers must comply with 403(b) plan requirements and IRS regulations.

11.07 Section 125. The employee's share of health/medical, dental, and optical insurance premiums shall be sheltered from taxes through a Section 125 program, unless otherwise directed by the employee.

11.0701 Employees may purchase additional life insurance, cancer, intensive care insurance, or choose to put money into an account for medical and dependent care expenses. These amounts will be sheltered if they are payroll deducted.

11.08 Perfect Attendance. If the employees elects during the period of July 1st through June 30th of the school year to not use any of the their allowed personal and sick leave days, they shall be compensated at the rate of \$300, to be paid with the last paycheck in June.

Employees without perfect attendance who miss no more than one (1) day will be compensated \$200. Employees who miss more than one (1) day, but no more than two (2) days will be compensated \$100. Only personal, sick, FMLA leave and unpaid leave will be counted as days missed. Professional leave, worker's compensation days, jury duty, and assault leave will not count as days missed.

Ten and eleven month employees must work all days that school is in session to receive the perfect attendance bonus.

Employees that work less than a full year (e.g., hired in the middle of the year or resign in the middle of the year, are not eligible for perfect attendance.

ARTICLE 12 - ABSENTEEISM POLICY

The Board and the Union agree that excessive absenteeism impacts the operations of the Board of Education. As such, it is agreed that employees are expected to attend work on a regular basis, and that the improper use of leave, or the excessive use of sick leave not directly connected to a significant and long term illness or injury or an employee or his/her immediate family, shall result in the employee being subject to discipline. Before discipline is imposed for excessive absenteeism, the employee will be advised of the Board of Education's concerns.

ARTICLE 13 - CONTRACTING/PRIVATIZATION

13.01 The Board of Education shall continue to be able to utilize aides employed by the educational service center in which the Board of Education is located so long as the ratio of ESC aides to GEVSD aides does not exceed 2:1. Instructional assistants employed by the ESC (defined as persons with bachelor's degrees) and special education aides employed by the ESC who are assigned to one particular student shall not count towards determining this ratio.

13.02 Except as otherwise provided herein, the Board of Education may use outside vendors to perform work for the District, including, but not limited to, when the Board's employees are not qualified to perform the work, the outside vendor is a supplement to the work force, or the Board of Education does not have the equipment to perform the work, so long as the use of vendors does not result in the reduction of the number of employees of the Board of Education in the bargaining unit.

13.03 The Board of Education may contract with outside vendors to perform work for the District so long as the Board of Education meets the following requirements. First, the Board must notify the Union at least sixty (60) days prior to the implementation of the decision. This notification must provide the Union with the projected savings from this decision. The Union shall be permitted thirty (30) days to provide the Board with a plan that will have the same or better financial implications for the Board as that which would be achieved through the use of the outside vendor. If the Union is unable to do so, the Board of Education may enter into the contract with the outside vendor. If the Union is able to do so, those measures shall be implemented and the Board of Education may not contract with the outside vendor.

ARTICLE 14 - DIRECT DEPOSIT

All employees shall receive their payroll via direct deposit with electronic pay stubs sent to the employee via the employee's selected e-mail account. However, employees may request a paper copy of their pay stub from the Treasurer's office.

ARTICLE 15 - PAYROLL DEDUCTIONS

15.01 In accordance with Federal, State and local laws, the following deductions shall be made from all employees' pay checks:

1. Federal and State Withholding taxes;
2. SERS Retirement;
3. Village of Georgetown taxes;
4. Medicare.

15.02 Each newly hired employee shall meet with the Treasurer, or his/her designee, to receive a packet of information and forms concerning deductions and benefits.

15.03 The following voluntary deductions may also occur:

1. Health Insurance Premiums;
2. Optional insurance through a Board approved provider;
3. Tax Sheltered annuities approved by the Board, assuming at least five employees have enrolled and that the company has complied with the Plan documents;
4. Board approved credit unions;
5. Union Dues; and
6. PEOPLE (provided enrollment of at least five employees)

Any changes to the employee's name, marital status, address, phone number, withholdings, deductions, and/or birth or adoption of a child shall be reported immediately to the Treasurer's office.

ARTICLE 16 - SERS BOARD PICK-UP

16.01 The Board herewith agrees to implement the salary reduction method of the "pick-up" of employee retirement contributions to the School Employees Retirement System on the following terms and conditions:

16.02 The total contribution paid by the employee will be picked up (tax sheltered) and paid on behalf of each employee.

16.03 The "pick-up" will be uniform for all employees in the bargaining unit. Employee participation shall not be optional.

16.04 The amount picked up by the Board will not reduce the employee's or the Board's contribution to SERS. Earnings will include the amount of the employee's contribution to SERS and such picked up amount may be included in computing final average salary for retirement purposes.

16.05 In the event of an adverse ruling by IRS with regard to employer "pick-up" or in the event of any other adverse ruling by a court of law or federal, state or local agency holding this procedure invalid, the Union and the Board agree to discontinue the procedure.

ARTICLE 17 - SEVERANCE PAY

17.01 This payment shall be based upon the employee's rate of pay at retirement and shall eliminate all accrued and unused sick leave credit.

17.02 Retirement-qualified shall mean an employee who has met the service or disability retirement eligibility requirements of the State Employees Retirement System (SERS).

17.03 An employee retiring from active service with the Board after ten (10) or more full years of service with the Board shall be paid thirty percent (30%) the value of his/her accrued, but unused, sick leave credit, at the time of retirement through the School Employees' Retirement System, to a maximum of 63 days.

17.04 The employee must be eligible for retirement as of the last date of employment to receive severance. The employee must provide proof of retirement in the form of a retirement check within one hundred and twenty (120) days of the last day of employment to receive severance.

17.05 Severance will be paid into an accumulated leave plan with the Board approved provider, if eligible.

ARTICLE 18 - REOPENER

There will be a re-opener limited solely to salary and insurance for the 2012-2013 school years and the 2013-2014 school years. The negotiations and dispute resolution procedure set forth in Article 2 shall be utilized for these negotiations. However, the Union shall not have the right to strike if the parties cannot come to agreement during these re-opener negotiations.

ARTICLE 19 - COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and supersedes and controls over all prior agreements, whether written or oral. The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or any matter not removed from law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right to bargain and negotiate, and the opportunity to bargain and negotiate, are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which could have been collectively bargained but was excluded from this Agreement.

ARTICLE 20 – DURATION AND TERMINATION

Except as otherwise provided herein, this Agreement shall be effective as of July 1, 2011 and shall terminate at midnight on the last day of June 30, 2014. In the event that notification of negotiations is not given by either party, this Agreement shall remain in full force and effective from year to year.

IN WITNESS WHEREOF, the parties hereto have executed duplicate originals of this Agreement on the 31st day of JANUARY 2012.

OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES LOCAL #049

By: *Daniel Hardyman*
By: *D. Hall*

BOARD OF EDUCATION OF THE GEORGETOWN
EXEMPTED VILLAGE SCHOOL DISTRICT

By: *Paul Singer*
By: *Sam Jones*

Classified Salary Schedule
 2011-2012 School
 Year
 Hourly Rates

Step	Building Secretary / Custodian	Case Manager / Aide	Head Cook	Assistant Cooks	Lunchroom Cashier	Bus Driver
0	12.53	11.31	12.22	9.01	9.25	15.13
1	12.78	11.52	12.27	9.05	9.37	15.52
2	13.02	12.07	12.32	9.41	9.47	15.88
3	13.28	12.63	12.38	9.45	9.58	16.23
4	13.48	12.64	12.43	9.49	9.69	16.61
5	13.77	13.47	12.48	9.53	9.79	16.96
6	13.94	13.64	12.66	9.70	9.97	17.13
7	14.12	13.82	12.83	9.87	10.14	17.31
8	14.29	13.99	13.00	10.05	10.31	17.48
9	14.46	14.16	13.18	10.22	10.48	17.65
10	14.64	14.34	13.35	10.39	10.66	17.83
11	14.81	14.51	13.52	10.56	10.83	18.00
12	14.98	14.68	13.70	10.74	11.00	18.17
13	15.15	14.85	13.87	10.91	11.18	18.35
14	15.33	15.03	14.04	11.08	11.35	18.52
15	15.50	15.20	14.22	11.26	11.52	18.69
16	15.67	15.37	14.39	11.43	11.70	18.86
17	15.85	15.55	14.56	11.60	11.87	19.04
18	16.02	15.72	14.73	11.78	12.04	19.21
19	16.19	15.89	14.91	11.95	12.22	19.38
20	16.37	16.07	15.08	12.12	12.39	19.56
21	16.54	16.24	15.25	12.30	12.56	19.73
22	16.71	16.41	15.43	12.47	12.74	19.90
23	16.89	16.59	15.60	12.64	12.91	20.08
24	17.06	16.76	15.77	12.82	13.08	20.25
25	17.23	16.93	15.95	12.99	13.26	20.42
26	17.41	17.11	16.12	13.16	13.43	20.60
27	17.58	17.28	16.29	13.34	13.60	20.77
28	17.75	17.45	16.47	13.51	13.78	20.94
29	17.93	17.63	16.64	13.68	13.95	21.12
30	18.10	17.80	16.81	13.86	14.12	21.29



OAPSE LOCAL _____
STEP _____

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____
CLASSIFICATION _____
WORK LOCATION _____ IMMEDIATE SUPERVISOR _____
TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the OAPSE Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE OAPSE REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

