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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**EAST GUERNSEY CLASSIFIED
EMPLOYEES ASSOCIATION/OEA/NEA**

AND THE

EAST GUERNSEY LOCAL BOARD OF EDUCATION

JULY 1, 2011 – JUNE 30, 2013

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ARTICLE 1
PROCEDURAL AGREEMENT

This Agreement is made and entered this 15th day of March 2010, by and between the East Guernsey Local School District Board of Education, hereinafter referred to as "Board", and the East Guernsey Classified Employees Association/OEA/NEA, hereinafter referred to as "Association."

A. Recognition

1. The Association recognizes the Board as elected representatives of the people and further recognizes the responsibilities of the Board for the operation of the District school system.
2. The Board recognizes the Association as the sole and exclusive bargaining representative for all non-professional personnel. The bargaining unit shall include all:
 - a. Full-time and regular part-time employees in the following positions or classification:
 - (1) Custodians
 - (2) Transportation
 - (3) Head Cooks
 - (4) Cooks
 - (5) Aides
 - (6) Administrative Assistants
 - (7) District Driver
 - (8) Maintenance
 - (9) Groundskeeper
3. Those excluded from the bargaining unit include:
 - a. Central office employees
 - b. Substitutes
 - c. Supervisory personnel
 - d. EMIS Coordinator
4. The Board and Association recognize that newly created non-professional positions will be included or excluded from the bargaining unit pursuant to this Article.
5. Recognition and recognition election shall be in accordance with Chapter 4117 of the Ohio Revised Code.
6. All bargaining unit employees shall be entitled to all rights, benefits, and privileges of this Agreement unless otherwise specified.
7. There shall be no subcontracting of bargaining unit work that will cause the reduction of the regular hours of a bargaining unit member or a layoff of bargaining unit members. This language shall not be interpreted to prohibit the use of volunteers or workers from other agencies (e.g., JTPA, Green Thumb, etc.) from performing work on an as-needed basis. However, the Board will not use workers from these agencies in such a manner as would cause the reduction of the regular hours of bargaining unit members or a layoff of bargaining unit members.

B. Bargaining Procedures

1. The procedures of this section shall govern the parties' bargaining for a successor agreement unless otherwise mutually agreed.
2. Each party shall designate a bargaining team of up to five (5) persons. All negotiations shall be conducted between these teams.
3. Bargaining teams shall be empowered to make proposals and counterproposals, to consider proposals and counterproposals, and to indicate tentative agreement on behalf of the parties.
4. Bargaining shall be conducted in good faith. Good faith shall be defined to include adherence to these procedures and a willingness to react to the other party's proposals. This shall mean that if a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith does not require either party to agree to a proposal or make a concession.
5. a. Between April 1 and April 15 of the year in which this Agreement expires, either party may notify the other of a desire to bargain for a successor agreement. Such notice shall be in writing and directed to the Superintendent if from the Association, and to the Association President if from the Board. Both parties shall meet within fifteen (15) days of receipt of the notice to mutually exchange written initial proposals. A second meeting shall be scheduled at the conclusion of the initial meeting.
b. No additional proposal shall be added after the first session unless mutually agreed.
6. It is the responsibility of each party to submit appropriate notices to SERB pertaining to initiation of bargaining.
7. Meetings shall be held in executive session and outside normal working hours. Such meetings shall last a maximum of three (3) hours unless otherwise mutually agreed.
8. Each party may caucus for up to one (1) hour or longer upon mutual agreement.
9. Either party may call upon a lay or professional consultant to assist with negotiations. Pre-notification of such consultant's attendance at a session is required for such attendance.
10. The parties may appoint joint ad hoc study committees to research and study proposals, and to make recommendations on matters under consideration. The committee shall report all findings to both parties. Any cost will be mutually shared.
11. Prior to a declaration of impasse, all statements to the media shall be issued jointly by the Board and Association bargaining teams. Subsequent to a declaration of impasse, statements to the media may be issued, as needed by either party. A copy of any media release shall be furnished to the other party at the same time and by the same method.
12. a. The parties agree to furnish upon written request and in a reasonable time regularly and routinely prepared information concerning issues under consideration.
b. Items that will be furnished to the Association include:
 1. Amended Certificate

2. Adopted Appropriations Resolution(s)
 3. June revenue report
 4. Training and experience grid
 5. Monthly receipts and expenditures report
- c. No charge will be made for information requested.

C. Scope of Bargaining

Wages, hours, or other terms and conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement except as limited by a provision of this Agreement.

D. Agreement

1. Individual proposals tentatively agreed to shall be reduced to writing and initialed by each party.
2. When tentative agreement has been reached on all issues, they shall be reduced to writing and submitted to the Association and the Board for approval. Both parties agree to act on approval at the next regular or special meeting provided that the Board shall not be required to act prior to ratification by the Association.

Following approval by both parties, the Agreement will be signed and binding.

E. Disagreement

1. In the event the parties are unable to reach an agreement, either party may declare impasse. Upon the declaration of impasse, the parties shall mutually request the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator to assist the parties.
2. The parties agree that mediation is the dispute resolution procedure established by the parties to supersede the procedure specified in Chapter 4117 of the Ohio Revised Code.
3. Should mediation fail to resolve the impasse, the parties may mutually agree to use any other dispute resolution procedure. However, in the absence of mutual agreement to the contrary, the impasse procedure will be deemed exhausted when the mediator determines that the parties are deadlocked.
4. If agreement is not reached by the expiration date of this Agreement or the impasse procedure is exhausted, whichever is later, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

ARTICLE 2 GRIEVANCE PROCEDURE

Definitions

- A. A "grievance" is a complaint involving the alleged violation, misinterpretation, or misapplication of this Agreement.
- B. A "grievant" is a bargaining unit member, group of members, or the Association alleging a violation, misinterpretation, or misapplication of this Agreement has actually occurred. A grievance alleged by a group shall have arisen out of identical circumstances affecting each

member of the group. A grievance filed by the Association shall identify the individual or class allegedly impacted.

C. A "day" shall be defined as a day on which the Board offices are open for business.

Step 1:

Within fifteen (15) days from the date of the event giving rise to a grievance, the grievant shall request an informal meeting with his/her supervisor for the purpose of resolving the matter. The grievant shall indicate that the discussion will pertain to a possible grievance. If the grievant fails to request such meeting within fifteen (15) days after he/she knew or should have known of the act or condition on which the grievance is based, the grievance shall be considered waived. Either party shall be allowed representation at such informal discussion.

Step 2:

If the grievance is not resolved at Step 1, the grievant shall, within five (5) days of the informal meeting, present his/her supervisor with a written explanation of the facts giving rise to the grievance, citing the specific section of this Agreement that has been violated and the relief sought. The grievance must be filed on the prescribed form. If no written grievance is made within five (5) days after the discussion, it shall be presumed that the grievance is resolved. Within five (5) days of the receipt of such claim, the supervisor shall hold a conference if the supervisor determines it necessary. Within five (5) days of the conference, or receipt of claim if no conference, the supervisor shall indicate his/her disposition of the grievance in written form, one copy of which will be sent to the grievant and a copy will be sent to the Superintendent and the Association.

Step 3:

If the grievant is not satisfied with the written disposition of the supervisor, he/she shall, within five (5) days of receipt of the disposition, send a written request for a conference before the Superintendent or designee. In addition to the request, the grievant shall include a written explanation of the facts giving rise to the grievance citing the specific section of this Agreement that has been violated and the relief sought.

Both the grievant and the Superintendent or designee may have a representative of his/her choice present at the conference. The conference will be held within ten (10) days of the Superintendent's receipt of the request. The Superintendent or designee will render a decision on the grievance within five (5) days after the close of the conference. The action taken will be reduced to writing and copies sent to the grievant, the supervisor, the Board President and the Association.

Step 4:

If the grievant is not satisfied with the written disposition of the Superintendent at Level 3, or if no decision has been rendered within ten (10) work days after he/she has met with the Superintendent, the grievant may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Board Treasurer. Failure to file such appeal within five (5) days from receipt of the Superintendent's disposition shall be deemed a waiver of the right of appeal. The Superintendent shall place the matter on the agenda for the next regularly scheduled meeting of the Board. The aggrieved employee shall have the right to be represented by an Association representative, and such meeting shall be held in executive session.

The Board shall act on the appeal no later than its next regular meeting. The Board shall render a written decision to the grievant within ten (10) days of the hearing. No grievance shall be submitted to arbitration without the consent of the Association.

Step 5:

If the grievant is not satisfied with the disposition at Step 4, the Association may within fifteen (15) days after a decision by the Board, request in writing to submit the grievance to binding arbitration. Except as otherwise expressly provided in this Agreement, the arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (hereinafter "AAA Rules").

The parties will be bound by the AAA Rules in the selection of an arbitrator.

The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this Agreement, nor shall he/she make any decisions contrary to law.

The arbitrator's expenses shall be borne by the losing party. The arbitrator shall determine which party is the loser as part of his/her opinion and award. If the arbitrator determines to split the award, his/her expenses shall be shared equally.

Should either party request a transcript of the proceedings, the party requesting the transcript bears the full cost of the transcript. Should both parties order a transcript, the cost will be divided equally between the parties.

Rights of Bargaining Unit Members to Representation

- A. No reprisals or reprimand will be taken against the grievant or parties dealing with the grievance by the Administration, Board, Association, or other staff members.
- B. A grievant may be represented at all formal stages (beginning with Step 2) by himself/herself and/or accompanied by an Association representative of his/her choosing.

Miscellaneous

Since it is important that grievances be processed as rapidly as possible, the timetable at each level should be considered maximum. The time limits may, however, be extended by mutual agreement.

If a grievance is not acted upon within the stated or mutually agreed to time limits, the grievance goes to the next step or ends depending who had lack of action.

No documents, communication and records dealing with the processing of a grievance will be filed in the bargaining unit member's personnel file.

All notices of conferences, meetings and dispositions of grievances, written grievances and appeals shall be in writing and hand-delivered or mailed with return receipt requested.

A grievance that challenges discipline imposed under Article 6 of this Agreement by either the Superintendent or the Board may be initiated at Step 3 of the grievance procedure, in which case the 15-day filing deadline appearing in Step 1 will apply and the grievant will furnish a courtesy copy of the grievance to his/her supervisor.

ARTICLE 3
ASSOCIATION RIGHTS/MANAGEMENT RIGHTS

The Association shall be granted the following privileges:

- A. Use of school facilities for meetings. Meetings shall be arranged to not interrupt normal instructional programs and in keeping with Board policy governing use of buildings. The Association President or building representative shall get prior permission from the building principal or Superintendent.
- B. Use of school equipment such as computers, copiers, duplicating machines, typewriters, calculators and audio-visual machines. Board-purchased consumable materials used by the Association (i.e., paper) shall be paid for by the Association at Board cost. Such use for Association purposes will be done when the machines are not in use for school-related matters.
- C. Use of staff bulletin boards and use of regular intradistrict mail.
- D. Access to the employee mailboxes at each school. Each employee shall have an individual location for the receipt of mail at the high school, middle school, or elementary school, depending on job assignment and bus driver discretion.
- E.
 - 1. The Board agrees to deduct from salaries of the bargaining unit member, dues for the Association/OEA/NEA and/or combination of such organizations as the members individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such organizations. Authorizations will be in writing on the form provided by the Association which will certify to the Board the current amount of membership dues and must be received not later than the second payroll in September. If this timeline is followed, then dues will be deducted from the first pay of each month beginning in October and continuing for eleven (11) months. If a bargaining unit member leaves Board employment for any reason, the employee shall have deducted from his/her final paycheck an amount equal to .0825 of OEA's then current quarter-time or less dues for educational support professionals multiplied by the number of months that follow the employee's departure prior to October. For this purpose, a layoff as part of a reduction in force does not constitute leaving Board employment.
 - 2. In addition, it is agreed that request for withdrawal of payroll dues deduction may be made only during the period of August 20 through August 30. Otherwise, dues deductions shall continue from year to year.
- F. Payroll Deduction of Fair Share Fee
 - 1.
 - a. The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
 - b. The Association shall notify the Board Treasurer by September 20 of the names of any bargaining unit members who elect not to be members of the Association in order that fair share fees can be processed.

2. Notification of the Amount of Fair Share Fee
Notice of the amount of the annual fair share fee, which shall be no more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer on or about September 20 of each year for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
3. Schedule of Fair Share Fee Deductions
 - a. All Fair Share Fee Payers
Payroll deduction of such fair share fee shall begin at the second payroll period in January and ending with the second pay period in June, except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.
 - b. Upon Termination of Membership During the Membership Year
The Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
4. Transmittal of Deductions
The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for who all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
5. Procedure for Rebate
The Association represents to the Board that an internal rebate procedure has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
6. Entitlement to Rebate
Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
7. Religious Exemption
Any exemptions made to this procedure because of a bonafide religious belief shall be made pursuant to Section 4117.09(C) of the Ohio Revised Code.
8. Indemnification of Employer
The Association on behalf of itself, the OEA and the NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 - b. The Association shall reserve the right to designate counsel to represent and defend the Board;

- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

G. Other Deductions

- 1. Except for deductions for absence not covered by paid leave or those required by law, salary deductions will be allowed only upon authorization by the employee and approval of the Board. The following deductions are required:
 - a. Federal, State and local income taxes, and Medicare tax;
 - b. Employee's share of retirement contribution according to the current rate as set by law.
- 2. Voluntary deductions/reductions (except for new employees) will have additions or changes twice a year, with the deadline for this information as the second pay of September and the second pay of February. In addition to the following deductions/reductions, employees may authorize two (2) additional deductions/reductions provided that a minimum of five (5) employees authorizes any one (1) additional deduction/reduction. Employees who stop withholding without notifying the Treasurer's office in writing will be assessed a \$5.00 handling fee.

The following deductions/reductions may be authorized:

- a. Employee contributions to the District's health insurance program and other insurance/annuity programs that are or may be approved by the Board. These annuity/insurance programs must have no fewer than five (5) employees desiring the program.
- b. Membership dues for recognized employee organizations
- c. Credit Union deductions
- d. OEA E.P.A.C. contributions.

H. Deductions for Absence Not Covered by Paid Leave

In cases when a bargaining unit member is absent and there is no sick leave applicable, or when the absence is unauthorized, the salary deduction for each day of unauthorized absence will be based on the current per diem rate. In no case will just the salary of the substitute be deducted or a member be allowed to employ and pay for the substitute.

- I. The Association shall receive a copy of the agenda of each Board meeting. Such agenda shall be sent to the Association by mail or by hand at the same time it is sent to the Board members.
- J. The Association shall have the right to place organizational identification on its members' mailboxes.
- K. The Association shall have the privileges of participation in the orientation meetings for non-professional staff members.

L. Management Rights

All Board rights, powers, duties, discretion, authority, and prerogatives are retained by and shall remain exclusively vested in the Board, except as such are limited by the Ohio Revised Code and clearly and specifically reduced to writing as a part of this Agreement, and are reserved solely to the discretion of the Board and the Administration.

ARTICLE 4
CLASSIFIED STAFF PERSONNEL FILES

- A. There will be established and maintained one (1) official file on all employees. The file shall be maintained in the office of the Superintendent.
- B. Personnel files are privileged to the extent allowed by law -- open to inspection by the employee, his/her authorized representative or to the Administration and Board. The employee shall have the right to inspect his/her personnel file at any time so long as such request is during the normal working hours of the Administration office. A bargaining unit member shall be immediately notified by the Administration of a request by any individual not listed above who desires access to the bargaining unit member's file. Such notice shall include the name, address, and phone number of the person requesting access and the reason for such request. Such notification shall be in writing and sent to the bargaining unit member prior to the access being granted. Access to the file shall not be allowed until three (3) working days after the request has been made.
- C. Employees shall be notified of the placement of any materials in the file that relate to job performance, and shall be notified whenever any information is disclosed, except to persons in B. above, within three (3) working days.
- D. If and when an employee and the Superintendent or designee agree there is adequate evidence that certain material in the employee's official file is irrelevant, inappropriate, or false, or if the validity of a complaint is sustained by the grievance procedure, such material shall be removed from the file or corrected. In any case, if an employee feels that the file contains information that is inaccurate, irrelevant, out-dated, or incomplete, such employee shall have the right to attach a written statement to the disputed information.
- E. Personnel files may include but not be restricted to some or all of the following:
1. Employment application
 2. Copy of latest contract
 3. Incidents of work
 4. TB test or x-ray results
 5. Record of military service
 6. Evaluation forms
 7. Correspondence
- F. Any disciplinary material or reprimand shall be removed from all files on the second anniversary of the date the material was placed in the file upon written request of the bargaining unit member, unless the bargaining unit member is subject to other written disciplinary action or reprimand during the intervening period.

ARTICLE 5
INDIVIDUAL RIGHTS

The Board recognizes the civil rights of all members of the bargaining unit. The Board also recognizes the individual rights granted to individuals by the Constitution and will abide by all laws that pertain to the individual(s) it employs.

Bargaining unit members also enjoy the following individual rights:

- A. The right to join and participate in civic or professional organizations on one's personal time.
- B. The right to participate in political functions on one's personal time.
- C. The right to privacy and recognition that one's personal life is not a condition of employment, unless it interferes with the effective performance of professional duties.

ARTICLE 6
DISCIPLINE AND DISCHARGE

- A. Discipline, nonrenewal, and termination of employees will be in accordance with Section 3319.081 of the Ohio Revised Code. The Board and Administration will follow traditional principles of progressive discipline – oral warning (documented to the employee and to the personnel file), written reprimand, 3-day suspension without pay, termination – with the mutual understanding that, depending on the seriousness of the offense and circumstances, one or more preliminary steps may be bypassed as appropriate. It is intended, consistent with traditional disciplinary principles, that the steps identified above will progressively apply to the same or related offenses, and that an unrelated offense will be independently treated in accordance with the immediately preceding sentence. Discipline which results in loss of pay (e.g., suspension, demotion, or termination) and any other form of discipline which becomes part of the employee's personnel file (e.g., written reprimands) may be appealed through the grievance procedure. At a disciplinary meeting or conference, the employee, upon request, will be afforded an Association representative.
- B. Any bus driver or district driver who accumulates a total of six (6) or more BMV penalty points for traffic violations received while driving a Board-owned vehicle during a three (3) year period will be suspended without pay from driving until their penalty points are below six (6) as confirmed by the Bureau of Motor Vehicles. All bus drivers and district drivers must meet certification requirements of the Ohio Valley Educational Service Center.
- C. Any bus driver or district driver who fails to notify the transportation/maintenance supervisor or Superintendent in writing of any traffic violations and/or to submit properly completed accident reports within five (5) work days of the employee being notified will be suspended without pay from driving for ten (10) days.

ARTICLE 7
EMPLOYEE EVALUATION

- A. A written evaluation of each employee's performance in his/her position shall be completed on an annual basis. Such evaluation shall be performed on each employee prior to April 15 by using the Board-approved evaluation form. If the Board determines to modify the current

evaluation forms, it shall notify the Association of the intent and seek the input of the Association.

- B. Each employee, upon his/her employment, shall be informed of the job description and evaluative criteria upon which he/she will be evaluated.
- C. All annual evaluations shall be reduced to writing, and a copy shall be given to each employee. The employee shall sign and be given a copy of the evaluation report form. In no event shall the employee's signature be construed to mean that he/she agrees with the contents of the evaluation. If the employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.
- D. An employee may request, subsequent to receipt of his/her evaluation, a conference with the evaluator.
- E. All written evaluation documents are to be placed in the employee's personnel file.
- F. If the evaluator decides to recommend contract nonrenewal, contract termination, or denial of continuing contract based upon job performance, the employee shall be given written reasons at least seven (7) working days prior to any official Board action. Any employee shall be entitled to Association representation at any conference held regarding contract status.

ARTICLE 8 COMPLAINT PROCEDURE

- A. Open discussion of problems or concerns is the first line of dealing with complaints at all levels. Citizen, student, or parent complaints will be filtered through the Administration, if necessary, with attempts of resolution at the lowest possible level. Attempts to settle complaints should be made informally through personal, private conferences among parent, employee, pupil, citizen, principal/supervisor, and/or affected staff. If the Administrator determines in his/her discretion that the complaint is frivolous or that no adverse action will be taken, then the employee need not attend a meeting with the complainant. However, the employee shall be notified in writing within five (5) work days that a complaint was lodged and that the complaint was resolved without adverse action against the employee.
- B. Complaint against an Employee (Administrative Procedure)
In legitimate complaints, the Administration may commence an investigation as to the authenticity of any information related to a complaint. No complaint will be placed in the main personnel file of an employee unless:
 - 1. A conference was held including the complainant, the employee, and the immediate supervisor of the employee.
 - 2. The findings and resolution, if any, of the conference have been reduced to writing by the immediate supervisor and initialed by the employee. Such initialing shall not be construed as agreeing with the document, but only that the employee received a copy. Refusal to initial findings and resolution will be noted and the materials filed as per B.(3).

3. If a record of the conference held between the complainant, employee, and immediate supervisor is filed in the employee's personnel file, the employee shall be notified in writing and be given an opportunity to write a rebuttal for placement in the personnel file. Such rebuttal must be filed within ten (10) school days from the date notice is given to the employee.
- C. No student, citizen or parental complaint regarding an employee will be considered by the Board unless the procedure outlined above has been followed. Should the complaint not be resolved at the conclusion of the administrative complaint procedure and the complainant desires Board consideration of the complaint, the following procedure shall be implemented:
1. Complainant shall notify the Superintendent in writing of his/her request for Board consideration of the complaint at the next regular Board meeting.
 2. Notice of the Board consideration of the complaint will be given to the employee involved by means of certified mail at least five (5) school days prior to the Board meeting. Notice will be mailed to the last address of the employee filed with the Board.
 3. The complaint shall be heard by the Board in executive session. The employee will be allowed to remain in the executive session called for purposes of Board consideration of the complaint and will be allowed to have one (1) representative accompany him/her to the meeting.
 4. Resolution by Board action will become a part of the employee's file, and the employee shall receive a copy of the action. The employee may attach an opinion or statement to the filed complaint within ten (10) school days of Board action.
- D. At a meeting or conference under this Article, the employee, upon request, will be afforded an Association representative.

ARTICLE 9 SENIORITY

- A. Seniority Defined
1. System seniority shall be defined as the uninterrupted length of continuous employment with the Board as computed from the employee's first date of work for the Board as a bargaining unit employee. Total years of continuous District service shall be used for the basis of seniority.
 2. Classification seniority shall be defined as the uninterrupted length of continuous employment with the Board, as computed from the employee's first date of work in their present classification. However,
 - a. If a Head Cook becomes a Cook, the employee's classification seniority will include the combined years of service in both classifications.
 - b. If a Bus Driver becomes a District Driver, the employee's classification seniority will include the combined years of service in both classifications.
 - c. If a groundskeeper becomes a custodian, the employee's classification seniority will include the combined years of service in both classifications.
 3. Only regular full-time or regular part-time employees shall accumulate seniority.

4. Substitute employees and part-time, casual employees shall not accumulate seniority.
5. Authorized unpaid leaves of absence of more than twelve (12) consecutive weeks and any period of layoff under Article 10 of this Agreement shall not constitute an interruption of continuous service, nor count as an increase in seniority.

B. Seniority List

The Board shall provide the Association with a complete seniority list at the beginning of each school year.

C. Equal Seniority

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit.
2. Ties in seniority shall be broken by the flip of a coin or any other random selection procedure as mutually agreed. This procedure shall be implemented in the presence of a designated Association representative and the affected employees. The coin flip is final and determines the employees' relative seniority.

ARTICLE 10
REDUCTION IN FORCE

- A. If it becomes necessary to reduce the number of employees in the bargaining unit through the suspension of individual employee contracts, the Board shall employ the procedure set forth below.
- B. The Board may implement such procedure for any of the reasons set forth below, or a combination thereof:
 1. Abolishment of positions
 2. Lack of Funds
 3. Lack of Work
- C. The number of employees affected will be kept to a minimum by first not employing replacements, whenever possible, for employees who resign, retire, or otherwise vacate a position.
- D. Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority within classification, with the least senior employees laid off first. An employee whose job is eliminated by the layoff will be given the opportunity to displace any other employee in the classification with less seniority, as long as the employee meets all the minimum qualifications to perform the job.
- E. The classifications as defined in Article 1 shall be used for the purposes of defining classification seniority in the event of the layoff.
- F. The Board shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classification of layoff, employees on a probationary contract shall be laid off before any employee in that classification employed under a regular contract is laid off.

- G. No later than May 1 prior to the beginning of the school year when the reduction in force is to be implemented, the Board shall prepare and send to the Association President a list containing the names, seniority dates, and classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
1. Reasons for the layoff or reduction
 2. The effective date of layoff
 3. A statement advising the employee of his rights of reinstatement from the layoff.
- H.
1. All affected employees shall receive individual written notice of layoff no later than May 30.
 2. All bumping due to reduction in force must be completed by July 15.
 3. Notwithstanding the above provisions, it is understood that, if an aide is assigned under an IEP or Section 504 plan to work with a student and for any reason such assignment disappears (by reason of a change in the IEP or 504 plan, departure of the student, etc.) an aide layoff or reduction in scheduled hours may be implemented. If implemented, such layoff or reduction in hours will not become effective earlier than thirty (30) calendar days after such change in status occurs. An aide who is laid off or whose hours are reduced under this provision may displace any other aide with less seniority, as long as the aide meets all the minimum qualifications to perform the job, in which case filling of the remaining aide positions affected will be made by open bidding at a meeting called for this purpose. During the recall period specified under Section L of this Article, an aide laid off under this provision will be given preferential consideration as a substitute for any bargaining unit position for which the employee meets the minimum qualifications.
- I. An employee scheduled for layoff in one classification, who holds previous seniority in another classification, shall have the right to bump the least senior employee in the former classification providing he/she has greater seniority in that classification than the current least senior employee, and provided the employee possesses qualifications necessary to perform the position or can become qualified prior to the beginning of the next school year. The employee may not displace employees in a classification if the employee does not meet the qualifications of the classification. The employee who elects to bump shall retain all rights to recall to the position in which the layoff occurred. An employee entitled to bumping rights must notify the Board within ten (10) working days if he/she intends to exercise this right.
- J. For each classification in which the layoffs occur, the Board shall prepare two (2) reinstatement lists. The first shall contain the names, in reverse order of layoff, of laid off continuing contract employees in each classification, and the second shall contain the names, in reverse order of layoff, of probationary employees laid off in each classification. As positions become available, laid off employees on continuing contract status shall be recalled, starting from the top of the reinstatement list, and upon exhaustion of this list, laid off employees on probationary status shall then be recalled, until this list is also exhausted. If the position is not filled by an employee in the classification in which the layoff occurred, an employee from another classification may be offered the position if the employee is qualified. Reinstatement shall be made from the continuing contract and probationary contract list before any new employees are hired.
- K. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may

be considered. An employee who declines reinstatement shall be removed from the reinstatement name list.

- L. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and shall be placed on the corresponding wage step. A notice of reinstatement shall be made by certified mail.

ARTICLE 11 LABOR-MANAGEMENT COMMITTEE

The Board and the Association shall form a labor-management committee consisting of four (4) members of the Association selected by the Association President, and one (1) Board member and two (2) Administrators selected by the Superintendent.

This committee shall meet at least once prior to the commencement of the school year, once near the semester change, and once near the end of the year. Additional meetings shall be scheduled when the Superintendent and the Association President mutually agree that an additional meeting is needed. Any meeting may be cancelled if the Superintendent and Association President mutually agree.

The committee shall include as an agenda item for each meeting, safety concerns of classified employees. The committee shall present to the Board on an annual basis health and safety recommendations. This reporting requirement may be waived with mutual agreement of the Association President and the Superintendent.

In an attempt to encourage open communication and resolve labor-management issues at the lowest level possible, issues must be presented to the Association President or assigned supervisor/principal and/or Superintendent as soon as they are identified prior to the actual labor-management meeting. Specific labor-management meeting agenda items will be shared with the Association President or Superintendent, depending on who has the issue, prior to the actual labor-management meeting to allow time for investigation of the issues.

ARTICLE 12 JOB BID AND TRANSFER PROCEDURE

- A. When the Board, or its designee, determines that a vacancy exists or a new position is created, the Administration shall post a notice of the vacancy and give a copy of the posting to the Association President within ten (10) working days of the actual date of the vacancy. (See also Section F. of this Article.)
- B. The notice of the newly created position or vacancy shall either be sent with the employee's paycheck, placed in the employee's mailbox, or sent by U.S. mail.
- C. The notice shall contain the job title, specific qualifications, pay range, work schedule, area of location of vacancy and the anticipated starting date. Interested employees may request a copy of the job description for the posted position from the Superintendent.

Once a vacancy has been posted, it shall be filled within ten (10) days of the close of the posting period, unless extenuating circumstances make this impossible. The posting period shall last for a period of five (5) days, commencing with the first workday following the posting of employee paychecks.

If a new employee is hired on or after April 1, it is mutually understood that, if the employee's contract of employment is renewed, his/her contract for the following contract year will be for one (1), not two (2), years and will constitute the employee's initial contract for purposes of Section 3319.081 of the Ohio Revised Code. In addition, the new employee (unless hired into a 12-month position) will not qualify for insurance fringe benefit coverage during the first summer recess, measured from the calendar day after the employee's last scheduled work day in the current school year until the employee's first scheduled work day in the succeeding school year.

- D. Qualifications for a position, once established by the posting in C. above, shall not be altered.
- E. Posted vacancies shall be filled by the following procedure:
 - 1. Interested applicants must notify the Superintendent of their desire to apply for the position in writing by the close of the posting period.
 - 2. The successful applicant must meet all of the minimum qualifications listed on the job description. The Board or its designee shall assess employee qualifications through testing (where applicable), employee evaluations, educational background, and previous work experience. Candidates who meet the qualifications as indicated in the specific job description shall be considered.
 - 3. If more than one applicant meets the minimum qualifications, the successful bidder shall be the applicant with the greatest classification seniority. If an employee from another classification receives the position, said employee shall be placed on the wage scale of the new position at his/her current years of experience.
- F.
 - 1. An employee awarded a position by the internal process in Section 2 above shall be subject to a probationary period not to exceed thirty (30) working days. If the employee does not satisfactorily complete the probationary period, he/she shall be removed and reassigned to his/her former position at the wage earned prior to the assignment. The employee shall suffer no loss of seniority as a result of returning to their assignment.
 - 2. Should the employee desire to return to his/her former position, this must be expressed to the Superintendent within ten (10) working days of starting the new assignment. The employee shall be returned to his/her former position at the wage earned prior to the assignment. The employee shall suffer no loss of seniority as a result of voluntarily returning to his/her former assignment. If the employee decides before the end of this ten-day waiting period that he/she does not wish to return to the former position and gives written notice of that fact to the immediate supervisor, the remainder of the employee's ten-day waiting period will be waived. It is mutually understood that the actual date of the vacancy that occurs when an employee moves to a new position is when the ten-day waiting period expires; however, in the event of an earlier employee waiver, the Board may treat the date of the vacancy as occurring with the effective date of the waiver.

3. If the employee is removed or vacates the position during transfer probation, they shall not be eligible to reapply when the position is subsequently re-posted as a vacancy.

G. Job Descriptions

The employer shall have written job descriptions. If the employer determines to modify the job description for bargaining unit employees, it shall send a copy of the new description to the Association President.

ARTICLE 13
HOURS AND SCHEDULING

A. Work Year

1. The calendar for the school and work year shall be published as early as possible, but not later than June 1 of each year and distributed to all employees. The work calendars shall indicate the first and last days of work for each category of contract employee (e.g., 12-month, 10-month, 9-month, etc.).
2. The length of work year, including paid holidays and paid vacations for 12-month employees only, for each category of employee shown below shall be as follows:
 - a. Twelve (12) month employees - Normally, two hundred sixty (260) days (custodians, maintenance, groundskeeper).
 - b. Ten and a half (10 1/2) month employees - Two hundred twenty-one (221) days (administrative assistants).
 - c. Ten (10) month employees - Two hundred three (203) days
 - d. Nine (9) month employees - One hundred seventy-nine (179) days (aides, cooks, head cooks, bus drivers and district drivers).
 - e. Exceptions: Work calendars may be created which vary from those listed above. For example, one (1) aide works one hundred eighty-two (182) days. The Board shall notify the Association when it intends to create a calendar that varies from those set forth in a.-d. above and subsequent to a request to bargain from the Association, shall negotiate the effects of a new calendar.
3. At the option of the Board, an employee working an additional number of days beyond those listed above, shall be paid at the hourly rate for that employee.

B. Work Week

For the purposes of computing overtime, the work week shall be seven (7) days from midnight Sunday night to midnight Sunday next. For purposes of work schedules and shift assignments, the standard work week shall be from midnight Sunday night through midnight Friday night.

C. Work Day

A reduction in work hours will not occur without thirty (30) days advanced written notification to the Association. Subsequent to receipt, the Association may demand bargaining under the procedures of Article 25. Employees will be issued a salary notice, prior to the opening of the school year, which shall specify: the hourly rate, the number of hours, salary placement, number of days, holidays (number), and vacation leave.

D. Lunch Time

All full-time administrative assistants, custodians, maintenance employees, and the groundskeeper shall receive a 30-minute paid lunch. The aforementioned classifications shall have the choice to leave the building for lunch period instead of paid lunch. Such choice shall be made on an annual basis at the beginning of each school year, and remain in effect for the full year. All other full-time bargaining unit positions, including head cook, and aides, shall receive a 30-minute unpaid, duty-free lunch.

E. Rest Periods

Employees may leave the building during rest breaks. Employees leaving the work site shall notify their supervisor of their intent to do so, if the supervisor is "on site", or have previously scheduled the rest period with the supervisor.

F. Daily Schedule (Alterations)

Variations in work schedules of up to one (1) hour in the starting and ending times and in the consequent lunch breaks may be made to meet the operational needs of the Employer. The adoption of summer hours shall be permitted, inclusive of the transfer of evening custodians to day turn. (In each building the principal [or other administrator in charge of members of the bargaining unit] should set the hours for summer work). Schedules will not be changed solely to avoid the payment of overtime.

1. Custodians who mow or perform lawn or field maintenance may request a substitute to perform the employee's custodial duties while the employee is engaged in mowing, field maintenance, and the like. If the substitute is a District employee, he/she shall be paid \$1.00 per hour more than the current hourly substitute rate.

G. Overtime/Premium Pay

1. Employees shall be compensated at a rate of time and one-half (1-1/2) of their regular rate for:
 - a. all hours actually worked in excess of forty (40) hours during the work week, which excludes days for personal leave and vacation;
 - b. hours worked on the first five calamity days of any school year.
2. Employees required to work on Sunday at a supervisor's request shall receive double time.
3. Building custodians required to conduct building checks at a supervisor's request will be paid pursuant to the emergency call-in procedure in addition to holiday pay received pursuant to this Agreement.
4. Overtime shall be offered to all employees in a building or work site who normally perform the work to be done, on a rotating seniority basis. For each employee, a record shall be maintained by the supervisor as to the amount and date of overtime thus worked. No employee shall work overtime without the prior approval of his/her immediate administrative supervisor. No employee shall be forced to work overtime. Special function activity work (e.g., basketball games, football games) shall first be offered to bargaining unit members at the member's hourly rate subject to overtime provisions.
5. Accumulated overtime shall be paid in the next pay succeeding the pay period in which the overtime was accumulated and reported.

6. No employee shall be compensated for any hours worked outside of the normal work schedule unless he/she is specifically requested to work by the responsible administrative supervisor.

H. Compensatory Time

Any employee may take compensatory time in lieu of cash for overtime worked. Such compensatory time must be taken by June 30; any time not taken by that date will be paid in cash. The total which may be accumulated shall be limited by the provisions of the Fair Labor Standards Act. No person shall be forced to take compensatory time in lieu of cash. Compensatory time shall be granted at the rate of time and a half for all hours worked beyond forty (40) hours.

I. Emergency Call-In

An employee called in to work by the building administrator or designee before or after his/her regular schedule shall be paid a minimum of two (2) hours at the regular rate for that position, if the employee reports for work when he/she is called in. In the event either situation results in exceeding the forty (40) hour week, all such hours of emergency call-in duty shall be paid at the overtime rate of one and one-half (1-1/2) times regular rate.

J. Calamity Days

If any school building is closed for calamity such as illness, disease epidemic, hazardous weather conditions, damage to a school building, other temporary circumstances due to utility failure rendering the school building unfit for student use, or other public calamity as defined in Ohio Revised Code Section 3319.081, bargaining unit members assigned to that building will be informed of such through established channels of communication and shall not report to work, except for 260- day employees as discussed below. All employees not otherwise required to work on a calamity day shall receive their regular rate of pay for a calamity day.

No penalty shall be assessed against an employee who refused on reasonable grounds to report for work when called for a calamity day. The employee shall notify his/her supervisor upon arrival at work.

If the District uses any calamity days, beyond those permitted by Ohio law, which must be made up, these make-up days shall be rescheduled per the adopted school calendar prior to June 30.

260-day employees

If any school building is closed due to calamity, 260-day employees shall report to work when roads are safe to travel or conditions are safe. The employee shall notify his/her supervisor upon arrival at work. During the first five (5) calamity days of any school year, a 260-day employee who works when the building is closed will earn compensatory time or pay for actual hours worked, subject to Article 13, G.1.b. If any building is closed due to calamity, 260-day employees shall complete a time sheet to indicate hours worked or absence on the first five calamity days. Also, during the first five (5) calamity days of any school year, it is understood that the employee will be released when he/she and the supervisor/designee (either in person or by telephone) agree that the necessary work for that day has been completed. If any school building is closed for an early dismissal due to circumstance other than weather, the second shift employees will work their regular shift. If any school building is closed for an early dismissal due to weather, second shift employees

shall report to work when roads are safe for travel. The employee shall notify his/her supervisor upon arrival at work.

All other bargaining unit employees

Any employee whose starting time of work assignment is prior to the time of school being cancelled via public media or prior to personal notification through established channels shall be paid at the rate of one and one-half (1-1/2) times the regular rate for such hours worked or two (2) hours at the regular hourly rate, whichever is greater. Employees whose actual start time is after the announcement of calamity day and who arrive at work prior to the public (T.V., radio, etc.) or personal (telephone) notification of school closing, shall be paid a minimum of two (2) hours at the regular hourly rate. Employees called in to work on a calamity day shall be paid under the emergency call-in procedure.

K. School Calendar

The school calendar or any subsequent changes therein shall be adopted by the Board after the Association has had the opportunity to meet and confer with the Superintendent concerning the final calendar or changes.

L. Classification Variations

1. Custodians

- a. Released Time: Second shift custodians shall be released from their normal duties up to two (2) hours per month to attend the Association's meetings; however, no building may be left unattended while an activity is in progress and the custodian will complete their assigned work subsequent to the meeting.
- b. Holiday Schedules: Building checks will be performed by the custodian in charge of those buildings as designated by the supervisor. A minimum of two (2) hours pay will be allowed for these building checks, in addition to any holiday pay received pursuant to terms of this Agreement.
- c. There shall be two (2) shifts for custodians. Second shift shall be defined as any shift commencing at 2:00 P.M. or later.
- d. Shift Differential: Custodians on second shift shall receive a 21 cents shift differential per hour from first shift. During the "summer schedule" the shift differential shall not be in effect.
- e. Shift Substitution: If the applicable custodian supervisor has at least three (3) work days advance notice that a day-shift custodian will be absent for at least three (3) consecutive work days, a second-shift custodian assigned to that building will be given the opportunity to fill in for the absent day-shift employee. It is understood that the second-shift pay differential does not apply while working the day-shift. The temporary day-shift assignment will be rotated on a seniority basis to second-shift custodians regularly assigned to the affected building who sign up on the rotation list and are capable of performing the day-shift duties.

2. Aides

The need for aides whose job duties are affected by an IEP is determined by the IEP process, which may change periodically.

Aide hours may be reduced per student needs. (Example: if a student begins the school year and attends five (5) days per week, the aide will work five (5) days per week. If the student attends part-time, per IEP adjustment, (only 2 or 3 days per week), the aide will work part-time (only 2 or 3 days per week).

Any and all aides whose job duties are affected by an IEP may take on additional job duties/students per IEP needs.

3. Groundskeeper

It is mutually recognized that the Groundskeeper classification is a 40 hours per normal work week position whose scheduled work days and daily work hours will necessarily fluctuate in light of the demands of the job. The Groundskeeper will not be scheduled to work more than ten (10) hours in a particular work day, except in a case of unforeseen circumstances. To the extent feasible, the Administration will attempt to schedule consecutive off-duty days within the employee's work week that include at least one (1) day of the weekend. In any case, the employee's schedule may be adjusted, as necessary, to accommodate such unpredictable circumstances as athletic postponements, inclement weather, frequency of mowing, snow and ice removal, etc. The provisions of Article 13, Section G, Paragraph 2 of this Agreement do not apply to the Groundskeeper classification. The Groundskeeper will be compensated at the rate of time and one-half (1-1/2) of the regular rate for work performed on the sixth (6th) day of actual work within the employee's work week (unless the employee's scheduled work week consists of four (4) 10-hour days, in which case this overtime rate will also apply to the fifth (5th) day of actual work within the work week) and double time for work performed on the seventh (7th) day of actual work within the employee's work week. It is further understood that sick leave or a holiday (as identified in Article 16 of this Agreement) will count as a day of actual work for this purpose, but vacation time and personal leave will not count.

4. Bargaining Unit Substitutes

a) When a full-time bargaining unit member in a classification is absent, a part-time member in that classification shall be given the opportunity to substitute for the absent full-time employee at the part-time employee's regular rate of pay.

b) Cafeteria Substitute Assignment If a head cook is absent, the head cook designee in the building cafeteria, who must have completed appropriate training (within the employee's regular paid workday) on the functions and responsibilities of the head cook position, shall assume the head cook's duties and be paid the appropriate rate for that classification for all hours worked. For this purpose, the "head cook designee" will be rotated on a seniority basis among qualified cafeteria employees regularly assigned to the affected building who sign up on the rotation list compiled during the first ten (10) work days of the school year. When a cafeteria employee is absent, current employees shall be granted the opportunity to substitute (rotated on a seniority basis) before any outside substitutes are hired, provided a substitute can be obtained through every reasonable effort. Current employees in the classification who substitute for someone with more work hours shall be paid at the rate of pay for the position in which he/she is subbing. If a current cook becomes a head cook, he/she shall be granted experience credit on the head cook wage schedule for all years served as a cook.

c) The District may offer the position of substitute for the groundskeeper or maintenance employee to a current District custodial employee. Such offer will be made at the District's discretion as to need of sub or the selected custodian. If a current District custodial employee subs for a maintenance employee or groundskeeper, the sub will be compensated at the employee's same step on the maintenance or groundskeeper salary schedule, whichever is applicable, during the substitution. This provision does not guarantee that a sub will be employed when the groundskeeper or maintenance employee is absent.

M. Student Supervision

No non-direct care employee may be assigned supervisor responsibility or be held accountable for student-related problems or accidents. Students sent to the "office" are the responsibility of the principal or designee, or central office administrator -- not the administrative assistant. This provision shall not be construed as to prohibit the workplace supervision of OWA students, student office aides, or student cafeteria helpers by non-certificated employees.

N. Transportation

1. Posting of Extra Trips

- a. At a mutually agreed time and day, at a predetermined location, there will be a bus drivers' meeting to share the list of extra trips for the coming week. Drivers will sign in for the meeting in alphabetical order. Any driver who is physically not in attendance at the meeting will forfeit their opportunity to drive any extra trip(s) for the coming week, except that any driver who is still on his/her route at that time, or driving an extra trip, shall participate in that week's trip meeting by communication with the extra trip coordinator. The list of completed trips will be posted in the Transportation Supervisor's office. The list shall show the destination and the driver who accepts the trip. Additional trips for the week shall be added as scheduled. Any overnight trip will be submitted for assignment one (1) week earlier than normal so appropriate arrangements can be made.
- b. Once the driver assignments have been made and posted, no change shall be made except when a driver would forfeit a trip. Any extra trips added after the weekly meeting but before the next meeting will be offered to the next driver, etc. through alphabetical selection as above. If there is no driver at the meeting who is interested in an extra trip for the coming week, the trip will be assigned to a substitute driver selected in the same alphabetized manner. In the event no substitute driver is available, the Transportation Supervisor will call regular drivers by seniority in an effort to assign the trip rather than cancel it. This will be offered to all bus drivers by Seniority, not just those who attended the trip meeting for that particular week.
- c. All extra trips will be granted on a rotating basis subject to the following conditions: If a trip opportunity interferes with a regular driver's normal assigned route, it is understood that a substitute to drive the regular route must be available or the regular driver is ineligible to take the trip; in such a case, it is also understood that the regular driver's name will remain at the top of the rotation list. Regular and district drivers shall be granted extra trips before any substitute driver is assigned, except when the extra trip begins before the driver's regular route ends. Where feasible, the assigned driver shall take their morning run before leaving on the extra trip. All extra trips shall be assigned on a rotating basis. The list of extra trips shall be posted in chronological order. The drivers (in rotation) must bid on trips in that order. The first driver on the list will bid first, until all trips are assigned. At the next meeting, the first driver to bid will be the next one on the list from the previous meeting. This alphabetical rotation will continue from meeting to meeting. Any driver who declines the first unassigned trip shall be moved to the bottom of the rotation. If no driver bids on a trip, it shall be given to substitutes in alphabetical rotation. The first driver on the list shall be asked first. Once he/she accepts a run, his/her name shall be placed at the bottom of the list until all regular and district drivers have been asked. Should the driver refuse all available trips on that date, he/she will be placed at the bottom of the list.
- d. Any driver who elects to miss his/her regular route for an extra trip will be docked only the amount paid to the substitute for that trip. For example, if you miss your

afternoon route and your sub is paid \$25, and your extra trip earns \$60, you will receive your regular days' pay plus \$35.

- e. Drivers shall not be compensated for time spent away from the site when they are carrying on personal activities. Driver pay for extra trips shall be at the rate of \$8.35/hour effective 7/1/2008 for a minimum of three (3) hours up to a maximum of twenty (20) hours per trip. Any driver of an extra trip that is for more than one day shall be reimbursed for three (3) meals per day and any hotel/motel expenditure (receipts are required). The meal expenditures and hotel/motel expenditures must be commensurate with expenditures of coaches, supervisors, or chaperones on the trip, not to exceed the expenditures allowed under Article 14, Section B. The rate of pay for anything over the maximum will be negotiated by the transportation supervisor and the driver in advance of the trip and will be set down in writing. Overtime will not apply.
- f. If a rotated trip is cancelled, that driver is moved to the top of the list for the following week's meeting.
- g. Cancelled trips shall be replaced by trips added for the week or from the list posted for the next week, unless the trips for the following week have already been assigned.
- h. To ensure fairness of trip assignments, individuals who have children or grandchildren participating in the activity and drivers who have early ending times for their regular route will be provided the same opportunities as other drivers; therefore, they will be given no preferential treatment in extra trip selection. All assignments will be made in accord with procedures identified in Article 13, Section N of this Agreement (except as stated in 13.N.1.i).
- i. When the District's golf coach is van-certified and wants to transport his/her students (under 9 (nine) in number) to a golf activity, he/she may use a District-owned vehicle without going through the procedures identified in Article 13, Section N of this Agreement. If some other District advisor/coach is van-certified and wants to transport his/her students (under 9 (nine) in number) to a related activity, he/she may use a District-owned vehicle only after going through the procedures identified in Article 13, Section N of this Agreement and only if no bargaining unit driver takes the trip under these procedures.

2. Bus Routes

- a. All drivers shall continue to drive their current routes; however, this shall not prohibit the transportation supervisor from re-routing the District. If the District is re-routed, then seniority shall prevail in bidding on the "new" routes.
- b. Any available routes will be described by geographic area and anticipated driving time, and posted for all drivers to bid (the anticipated driving time shall not be construed to act as a guarantee). The most senior driver bidding on the route shall have priority.
- c. Drivers shall receive in addition to paid route driving time, an additional three (3) hours of pay per week which will be used as time for pre-trip inspections, fueling, sweeping, and regular cleaning of the bus.
 - 1) Bus drivers who obtain electricity from their own residence to plug in bus heaters as weather conditions necessitate shall receive an annual stipend of \$35.00, payable with holiday pay in June.
- d. Bus and District driving times shall be fixed as follows:
 - 1) A route consists of both a morning and an afternoon run.
 - 2) On the Tuesday and Wednesday of the first full school week in October, each driver shall turn in to the transportation/maintenance supervisor a daily log

indicating the exact clock time for time of departure, pick up times, return times, and other information relevant to determining the proper time for the route. This log shall be based on students assigned to the route, actual students picked up, and miles to be driven as fixed by the Board.

- 3) Unless challenged by the transportation/maintenance supervisor, the driving time for that route shall be paid based upon the average actual driving time turned in by the driver during the logging period. The transportation supervisor or designee may ride along on the route for up to five (5) consecutive days within three (3) weeks of the route timing in N.2.,d.2., above for timing purposes if the time as calculated in N.2.,d.2 is challenged.

3. Examinations

- a. The Board agrees to pay the difference between the amount paid by the Ohio Valley Educational Service Center and \$25.00 for any required annual physical examinations for any regularly contracted employee to a maximum of \$25.00. Should the Educational Service Center not pay their portion of the physical cost, the Association may demand Impact Bargaining upon receipt of written notice.
- b. If state-mandated skills tests must be taken during the regular work day, employees shall be released without loss of wages to take the test. The Board will pay up to \$2.00 for the cost of the required driver's abstract.
- c. Costs of skill and mandated schooling to receive a Commercial Driver's License (CDL) will be reimbursed up to \$200.00 to newly hired drivers upon completion of two (2) years service to the District with a minimum of at least thirty (30) days worked per year and receipt of costs.

4. Field Trip Coordinator

A position entitled "Field Trip Coordinator" shall be a supplemental contract to be posted and filled in accordance with the procedures outlined in this Agreement. The responsibilities of this position shall be limited to the rotation and scheduling of field trips, in accordance with the procedures currently outlined in this Agreement. This coordinator shall have no supervisory or managerial responsibilities, and shall not be involved in the evaluation of bargaining unit members in any manner. All weekly field trip lists shall include the names of the drivers taking the field trips, the names of those drivers who declined trips and the rotation list as it is at the end of that week.

The supplemental salary for the position of "Field Trip Coordinator" shall be 1,539 for the 09/10 and 10/11 school years.

5. Certified On-the-Bus Instructor

Any bus driver may be certified by an Ohio pre-service school bus driver training instructor as an on-the-bus instructor. The instructor will develop and provide all or part of on-the-bus instruction, as well as maintain records for all drivers and substitute drivers who are subject to mandated inservice training as determined by OAC 3301-83-10. If there are more than one (1) certified on-the-bus instructors in the District, instructors will be offered training for drivers on a rotating, as-needed basis. The supplemental salary for the certified on-the-bus instructor will be \$17.42 per hour effective July 1, 2008.

6. School Bus Driver Certification

A school bus driver or car driver must be certified by an Ohio pre-service school bus driver training instructor and issued a new certificate upon successful completion of OAC 3301-83-10 requirement every six (6) years. No school bus driver or car driver shall

transport pupils without a current certificate. The certificate of any person whose employment as a school bus driver has been interrupted for two (2) years shall be revoked and subject to termination of employment. In the interim, any driver who has not successfully completed OAC 3301-83-10 requirement will have his/her contract suspended without pay until a new certificate is issued.

O. General (All Employees)

1. Orientation (In-Service) Day

Orientation (In-Service) Day shall be a work day for all classified employees. These employees shall receive a full day's pay for attendance at the meeting.

2. Employees shall be paid at the employee's regular rate for time beyond normal work hours for which they are required to attend a meeting called by their supervisor, principal, and/or Superintendent. If these hours cause the work week to go beyond forty (40) hours, the employees shall be subject to overtime pay.

ARTICLE 14
GENERAL WORKING CONDITIONS

A. School Clinics

School clinics will be staffed whenever possible by the school nurse. When the nurse is not available, other bargaining unit personnel may be required to assist in an emergency situation. Employees may be required to dispense medications only in strict compliance with Board Policy. The Board will defend and indemnify from all liability any employee who administers medication in compliance with Board Policy.

B. Professional Training

Employees may submit requests for professional training to their supervisor. Upon approval by the supervisor, the request will be approved or denied by the Superintendent. Requests must be submitted at least five (5) workdays in advance of the training date, but this requirement does not preclude administratively required attendance without five (5) days notice.

The Board shall pay the expense (including fees, meals, lodging, parking and transportation) incurred by employees who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advanced approval of the supervisor and Superintendent for particular purposes of job-related improvement to the school system and/or the individual participating. All requests for reimbursement must be approved in advance.

Reimbursement for mileage, meals, parking and lodging at professional meetings will be at the following rates upon presentation of itemized receipts:

Mileage:	IRS Rate
Meals:	\$35.00 per day
Lodging:	Actual cost, not to exceed a maximum of \$95.00 per night, excluding taxes, unless a higher amount is administratively approved in advance.
Registration:	Actual costs
Parking	\$15.00 per day

Other expenses will not be reimbursed.

The Board shall provide adequate training for all employees who are required to perform duties that involve potential hazards to health and safety, including but not limited to, CPR classes and first aid classes.

The Superintendent and the Association President shall include on the agenda for the labor/management committee scheduled prior to the commencement of the school year, a discussion of safety training needs for the coming school year. A list of in-service training needs for that school year will be forwarded to the Board.

C. Payment of Mileage

Employees who are required to use their personal vehicles as part of their job or who are assigned to more than one (1) building during the course of one (1) school day, shall be reimbursed for mileage at the rate per mile as determined annually by the Internal Revenue Service for the previous tax year, to be effective September 1 of that next school year.

ARTICLE 15
LEAVES OF ABSENCE

A. Sick Leave

1. Employees will be granted sick leave according to Section 3319.141 of the Ohio Revised Code and the provisions of this Article. Employees shall earn sick leave credit at a rate of 1-1/4 days per month under contract. Employees shall continue to accrue sick leave while under contract with the Board to the following maximum: 250 days.
2. An employee newly employed by the School District will be credited for unused sick leave accumulated in other public school employment. This shall be in keeping with Section 143.29 of the Ohio Revised Code and necessary verification by the proper public agency.
3. An employee newly employed shall be credited five (5) days sick leave; however, maximum annual accumulation is fifteen (15) days. Employees of the Board, upon approval of the Superintendent, may use sick leave for the following reasons limited to the total accumulation of unused sick leave: (1) personal illness, injury; (2) pregnancy; (3) exposure to contagious disease; (4) illness, injury or death in the immediate family; (5) doctor or dental appointment (specialists). Falsification of the justification for sick leave is grounds for suspension or termination of employment under Section 3319.081 of the Ohio Revised Code.
4. Immediate family is defined as: spouse, children, father, mother, brother, sister, grandparents, grandchildren, respective in-laws, members of the immediate household, or persons who have assumed a similar legal relationship to the employee. In the case of doctor or dental appointments or specialists, prior notification must be made to the immediate supervisor. An employee may be granted additional days beyond the number of accumulated and unused sick leave days upon recommendations of the Superintendent in keeping with provisions stated in Section 3319.08 of the Ohio Revised Code.

5. An employee may use up to two (2) accrued sick leave days (which can be used in 1/2 day increments) to attend the funeral of a person not within the employee's immediate family, as that term is defined in paragraph 4 above.

B. Personal Leave

(This leave is to be used if the absence does not first qualify under Sick Leave).

1. Each employee shall be granted four (4) days of personal leave per school year, non-cumulative.
2. Written application for personal leave shall be signed by the applicant and submitted to the immediate supervisor at least one (1) day prior to the day for which the leave is requested, unless circumstances, approved by the Superintendent, make it impossible to comply. Unless waived by the immediate Supervisor on the basis of substitute availability or some other reason, no more than 10% of the employees in a particular classification (rounded up or down to the nearest whole person but in no event less than one (1) person) may be absent on any given day under personal leave.
3. Personal Leave days are unrestricted.

C. Incentive Pay

Classified employees who are employed for the entire school or contract year will be entitled to a payment of five (5) times his/her daily rate if the classified employee uses no sick leave and no personal leave during the preceding school year. In lieu of the payment herein described, a classified employee who uses no sick leave and no personal leave in the school/contract year will receive ten (10) sick leave days which will be added to the sick leave accumulated during the upcoming school year. The classified employee must make a choice of cash payment or sick leave days accumulation; no combination of the two is permitted. Such payment will occur not later than the final pay in August, and sooner, if possible. For incentive pay purposes, daily rate will be the classified employee's daily rate as of May 1.

Classified employees will be entitled to a payment or a sick leave accumulation based on the following schedule:

Sick and Personal Leave used	Cash Payment	or	Sick Day Accumulation
0 days	5 X daily rate		10 days minus
.25 – 2 days	4 X daily rate		actual number of
2.25 – 5 days	3 X daily rate		sick and personal
5.25 – 8 days	2 X daily rate		days used during the
8.25 – 10 days	1 X daily rate		school/contract year

The classified employee must make his or her choice of a cash payment or additional sick leave accumulation in writing by the last work day of each school year (June 30 for 260-day employees). If no such written choice is properly submitted, a cash payment option will be the default choice.

A classified employee who is employed less than a full year shall receive this benefit on a pro-rata basis.

The additional sick leave accumulation, if elected by the classified employee, shall still be subject to the maximum accumulation of sick leave set forth in Article 15, A.1.

D. Maternity/Paternity Leave

A maternity leave of absence without pay shall be granted to an employee for the purpose of childbearing and/or child rearing as follows:

1. An employee who is pregnant shall be entitled upon request to a leave of absence not to exceed one (1) year. The beginning and ending dates of the total time of absence from work will be determined by the employee and she must notify the Board of these dates as far in advance as possible. She will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the child, whichever is applicable. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required functions. All or any portion of a leave taken by an employee because of her pregnancy or a medical disability connected with or resulting from her pregnancy may, at the employee's option, be charged to her available accumulated sick leave. In addition to use of sick leave by the mother, she is entitled to an additional twelve (12) weeks of unpaid leave for which the Board will pay the premium for her continued health insurance benefits as outlined in Article 18-Insurance. For the rest of her unpaid maternity leave, she shall have the right to pay the entire premium of her health insurance in keeping with Section H.2. of this Article. The above twelve (12) weeks of unpaid leave shall only apply to those eligible under the requirements of the Family and Medical Leave Act.
2. A male employee will be entitled upon request to a leave of absence without pay between the time of the birth of his child and one (1) year thereafter. The male employee shall be entitled to twelve (12) weeks in which his health insurance premium for continued insurance benefits shall be paid by the Board as indicated in item 1. above. For the rest of his unpaid paternity leave, he shall have the right to pay the entire premium of his health insurance in keeping with Section H.2. of this Article. The above twelve (12) weeks of unpaid leave shall only apply to those eligible under the requirements of the Family and Medical Leave Act.
3. An employee adopting an infant child (i.e., three (3) years or less) will be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave of absence is not to exceed a total of one (1) year. Documentation from the court in regard to the adoption must be provided prior to the leave. During the first twelve (12) weeks of this unpaid leave, the employee's current insurance coverage will remain in effect with the Board paying the percentage of premium as indicated in item 1. above. For the rest of this unpaid leave, the employee shall have the right to pay the entire premium of the health insurance in keeping with Section H. 2. of this Article. The above twelve (12) weeks of unpaid leave shall only apply to those eligible under the requirements of the Family and Medical Leave Act.
4. Request for a leave under this Article shall include the anticipated initial beginning and ending date.
5. Early termination of such leave may be granted at the discretion of the Superintendent.

E. Court Leave

Any employee shall be granted, upon written request, a court leave for the purpose of jury duty and/or service as a subpoenaed witness in a court case related to the employee's District job. Any employee who is a defendant in a suit or party to a suit arising from a job-related incident shall be granted leave according to this Article. For the purpose of this Article, school-related matters shall not be conflicts between employer and employee or the Association. Any employee called for jury duty or a court appearance shall notify his/her building principal or his/her immediate supervisor as soon as possible.

The employee shall turn over to the Treasurer the jury duty check, or the witness fee check, from the Court. In return therefore, he/she will receive his/her regular pay for the time spent on such leave.

F. Military Leave

Military Leave will be granted to employees pursuant to the Ohio Revised Code. Benefits will be granted as maximum allowable by law.

G. Association Leave

A bargaining unit member who is an official of the Association will be released with pay to attend Association professional meetings. Such days shall not be deducted from a bargaining unit member's sick or personal leave. Such leave shall be limited to three (3) days per year for all officials. Application for the leave shall be submitted to the Superintendent and with the approval of the Association's President at least five (5) school days in advance of the day for which released time is requested. The Superintendent may waive this requirement in an emergency. Any expenses incurred other than the cost of the substitute shall be the responsibility of the unit member.

H. Leave of Absence

1. A bargaining unit member may, with the Board's approval, be granted an unpaid leave of absence. A written request stating the reasons and duration of the leave must be submitted to the Superintendent no later than sixty (60) days prior to the beginning of the desired leave. The maximum length of an unpaid leave shall be two (2) years. If a unit member requests an early termination of his/her leave, the Board shall have the option of approval or disapproval. Individuals on a leave of absence must inform the Superintendent of their intent to return to work or resign thirty (30) days prior to the expiration of the leave. Any individuals who do not comply may forfeit the opportunity to return to work.
2.
 - a. Upon return from an unpaid leave, the unit member shall resume the contract status which he/she held prior to such leave.
 - b. If the unit member desires to continue his/her insurance benefits during the leave of absence, he/she must pay the full premium amount through a check to the District Treasurer, if the carrier permits such payment. Such payment is due to the Treasurer fifteen (15) days prior to the due date of the carrier.
 - c. Leaves of absence shall normally be granted in semester increments. If leave is the result of pregnancy, the leave may begin during a semester already in progress.

I. Assault Leave

1. Employees shall report immediately to their supervisor all cases of assault suffered by them in connection with their employment.
2. Whenever an employee is absent from school as a result of physical injury caused by an assault arising out of and/or in the course of his/her employment, he/she shall be paid her/his full salary for the period of such absence for up to thirty (30) working days after such assault without having such absence charged to the annual sick leave or accumulated sick leave.
3. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Worker's Compensation awarded for temporary disability due to the said assault injury for the period for which such salary is paid.
4. The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties; and in proceedings for the period of disability, the opinion of the said physician as to the said period shall control.
5. If an employee is assaulted in the course of his/her obligated duties, whether written or unwritten, the administrator and Board will do all that is legally possible to see that the perpetrator of the assault is punished in accordance with Board policy.

ARTICLE 16
HOLIDAYS

- A. The following paid holidays shall be granted to employees with nine (9) through ten and one-half (10-1/2) month schedules:

Labor Day	Martin Luther King Day
Veterans' Day	*Presidents' Day
Thanksgiving	Good Friday
Christmas Day	Memorial Day
New Year's Day	

*(Except for 2009-10 only, the Monday after Easter—April 5, 2010—will be used for this purpose in lieu of Presidents' Day.)

- B. Employees with twelve (12) month schedules shall be entitled to the above-listed holidays plus the 4th of July.
- C. Nine (9) and ten and one-half (10-1/2) month employees shall receive all holiday pay in a lump sum the second paycheck in June.

ARTICLE 17
VACATIONS

- A. Vacation Entitlement

Vacation periods shall be calculated on the basis of length of service rendered in a vacation-eligible position, except as indicated in F. below.

1. Twelve (12) month employees shall be entitled to vacation with pay in accordance with the following schedule:

<u>Service</u>	<u>Vacation Days</u>
1 through 5 years	10 Days
6 through 10 years	15 Days
11 through 19 years	20 Days
20 years or more	25 Days

B. Accrual of Vacation

For all employees, vacation begins to accumulate from the date of actual entry as a regular employee into a position which carries vacation, (i.e., a twelve (12) month position), rather than beginning at the date of hire. Vacation is taken in the year following accrual.

C. When an employee leaves the employment of the District with accumulated vacation, that employee will be compensated for that vacation at the appropriate rate.

D. Should an employee be prevented by an action of the administration from taking vacation, said employee will be compensated for the vacation days lost if the days cannot be taken at any other time during the employee's personal contract year.

E. Use of Accumulated Vacations

For twelve (12) month employees, ten (10) days of the annual vacation entitlement, regardless of the years of experience, are specified by the Board each year. These days are those when school is "out of session". No vacation may be taken without the prior written notification of the immediate supervisor and the Superintendent.

F. When an employee is granted a position which carries vacation entitlement, the years of experience of the employee in the District shall be given 3/4 credit in determining the amount of vacation to be accrued during the promoted employee's first year in the new position. (e.g., if a bus driver with 12 years experience in the District is granted a 12 month custodial position, that person would be granted $3/4 \times 12$ years = 9 years of vacation entitlement to be used after the first year in the position.)

G. An employee has the option to "roll over" up to five (5) unused vacation days to the employee's following vacation year; in no event can the employee's vacation days for a year total more than five (5) days beyond the total that would otherwise apply in the absence of this provision. For purposes of implementing this provision, any unused vacation days at the end of the employee's vacation year, up to the 5-day cap, will be automatically credited by the Treasurer to the employee's vacation entitlement for the following year.

ARTICLE 18
INSURANCE

Enrollment during the month of December each year or within ten (10) days of employment is required to qualify for the insurance (Life, Hospital/Surgical, Major Medical, Dental).

A. Definitions (for insurance purposes only)

1. Full-time employee - works twenty (20) or more hours per regular work week. Bus drivers who drive full routes (e.g., AM and PM runs) will be considered full-time employees for the purposes of insurance).
2. Part-time employee - all regular part-time employees may participate in the health and dental insurance programs. The Board will pay a pro-rata amount of the negotiated employer's premium rate.

B. Group Life Insurance

The Board shall purchase from a carrier licensed by the State of Ohio \$20,000 worth of Accidental Death and Double Indemnity group term life insurance for each classified employee. The full cost of this program and any increases thereof, shall be paid by the Board.

As long as the term life insurance carrier permits and the minimum number participate, the Board will allow, through payroll deduction, each full-time classified staff to purchase an additional \$30,000 in term life insurance from the carrier at the current group rate per month. The rate will be reviewed and set by the Board annually as long as the carrier permits and the participants are above the minimum number required.

C. Hospital/Surgical

The total cost for providing Basic Hospital/Surgical/Major Medical Insurance for full-time employees shall be paid by the Board except as listed below:

<u>Effective Date</u>	<u>Family</u>	<u>Single</u>
7/1/09-6/30/10	Employee pays \$130.23	Employee pays \$54.25

The Board shall pay 90% of any increase in single or family premium over the rates in effect 7/1/09.

The Board shall purchase from a carrier licensed by the State of Ohio, basic hospital/surgical insurance/major medical coverage for each full-time classified employee and his or her family using the specifications below. The plan document and schedule of benefits are attached as addenda to this Agreement.

Pre-notification/Post-Notification/Case Management: The Network Pre-Notification/Post-Notification/Case Management Program shall be as identified in the insurance specification.

Eligible Dependents Definition

Dependents who are to be eligible are:

- 1) Your wife or husband
- 2) Your unmarried children 19 years of age, and those over 19 years of age but under 23 years of age who are principally dependent upon you for maintenance and support, and are not regularly employed by one or more employers on a full-time basis of 30 or more hours per week exclusive of scheduled vacation periods, residing in the United States.

Co-insurance Card for Prescriptions – Effective 01/01/2003, all covered employees will receive 90/10 co-insurance card for prescriptions. The employee's deductible will not apply and co-insurance does not apply to out-of-pocket limit. However, the covered employee may submit 10% coinsurance payment against major medical coverage per the Plan Document.

Chiropractic – payable at 90/10% subject to the deductible and UCR; maximum \$1,000 per person per year.

Diagnostic Lab and X-Ray – reinstated to basic expenses section of schedule of benefits, payable at 100% subject to UCR.

Wellness Provision – Benefits are payable at 100% of the Reasonable and Customary Charge, not subject to the deductible, for the following wellness services: one (1) routine physical examination per calendar year (including any routine laboratory and/or x-ray services incurred in connection with the routine examination); one (1) routine pap test per calendar year; one (1) routine mammogram per calendar year; and one (1) routine Prostate Specific Antigen (PSA) test per calendar year. Physician's office visit charges incurred in connection with the routine Pap test, mammogram or PSA test when not performed in connection with the routine physical examination will also be covered. This benefit is provided per covered person up to \$650 per calendar year. (For employees enrolled in the Network Option (Option 2), this benefit is subject to co-insurance and deductible when provided by non-network providers, consistent with other coverages per the Schedule of Benefits.)

Employee Assistance Plan Provision

The District will enroll its employees in The Human Factor International, Inc. EAP. The plan will be reviewed and evaluated at the end of the stated time period.

Health Insurance Choice

Beginning on September 1, 1997, bargaining unit members shall have a choice as to basic health insurance coverage as indicated in Option 1 and Option 2 below. Each employee desiring to be covered by insurance must make an election between Option 1 and Option 2 by December 31 of each year. The specifications in the plan document and schedule of benefits (attached) shall remain the same for each option. The major medical provisions shall be as indicated in each specific option below.

Option 1: Current Health Insurance Program with voluntary steerage to Network

Type: Current

Major Medical

Lifetime Maximum	\$1,000,000
Cash Deductible	\$100/\$200
Co-Insurance	90%/10% first \$2,000 (per person); 100% thereafter

(Option 1 does not include vision insurance)

Option 2: The Network Option (PPO with mandatory steerage to Network)

Type: Current in Network, Comprehensive Major Medical out of Network

Lifetime Maximum	\$1,000,000
Cash Deductible	\$100/\$200 in Network

E. Dental Insurance

The Board shall purchase through a carrier licensed by the State of Ohio Dental protection for each employee, using the specifications below:

Specifications

Maximum Benefits per covered person	\$1,000 per year
Deductible - Individual	\$25.00 per year
Deductible - Family	\$75.00 per year

Co-Insurance Amounts:

Diagnostic and Preventative Services	100%
Basic Restorative Services	80%
Major Restorative Services	50%
Orthodontia Service	50%

(Lifetime Maximum of \$750/person)

The full cost of this program and any increase thereof, shall be paid by the Board.

F. Liability Insurance

The Board shall purchase, at no cost to bargaining unit members, liability insurance through an approved carrier licensed by the State of Ohio.

G. Insurance Committee

The Board and Association agree that an insurance committee is created consisting of the following: two (2) Board members, the Superintendent, and the Treasurer; one (1) elementary teacher from each building, one (1) jr. high teacher, one (1) high school teacher (all selected by the Teacher Association President), the Teacher Association President, three (3) Classified Employees Association representatives, the Classified Employees Association President, and the OEA Labor Relations Consultant.

The committee shall meet a minimum of four (4) times each year of this Agreement to explore alternatives to the current insurance program. The committee shall meet on release time unless otherwise agreed. The committee shall select a chair at its first meeting.

The committee shall issue a report and its recommendations no later than May 1 of each year. The report shall be given to each Association member and each Board member.

ARTICLE 19
WORKER'S COMPENSATION

- A. All employees covered under this contract are protected under the State Workers' 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 supervisor or other designated representative and the application shall be filed with the Bureau of Workers' Compensation.
- C. An injured employee shall have the option of applying for Workers' Compensation or using accrued sick leave. The injured employee shall indicate to the Superintendent prior to the

end of the pay period immediately subsequent to the injury, in writing, which option the employee has chosen, except where extenuating circumstances make this impossible. At such time as the employee selects either option, he/she waives the right to modify this election.

- D. Employees electing to use Workers' Compensation may elect to participate in the District's group insurance program under the provisions adopted by the District for COBRA.

ARTICLE 20
RETIREMENT/SEVERANCE

- A. At the time of retirement from the District, the retiree will be eligible for twenty-five percent (25%) of accumulated sick leave
- B. Payment of severance will be made in one lump sum at the employee's last rate of pay (per diem) upon proof of retirement by the retiree. A copy of the retiree's first check will suffice for this purpose.
- C. Documented catastrophic illness or injury will not reduce severance pay for a bargaining unit member if the catastrophic illness or injury occurs in the three (3) years immediately prior to the bargaining unit member's retirement. Severance pay shall be calculated from the date of the event to a maximum of 61.5 days as defined in this Article.
- D. Severance pay shall be made only once to any bargaining unit member.
- E. If an employee dies while still in the employ of the District, severance payment as above will be made to the estate of the deceased within sixty (60) days of the receipt of knowledge of said employee's death.

ARTICLE 21
SERS PICKUP

- A. The Board shall pick up employees' mandatory contributions utilizing the salary reduction method with contributions paid to the School Employees Retirement System of Ohio (SERS).
- B. The dollar amount to be "picked-up" on behalf of each employee shall be the then-current percentage of mandatory SERS contribution. The employee's gross annual compensation shall be reduced for the purpose of federal and state taxes only.
- C. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- D. Each employee shall be responsible for compliance with Internal Revenue Service exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
- E. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be

held harmless and this Article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer/employee retirement system contribution as soon as necessary.

ARTICLE 22
PAYROLL PROCEDURES

A. Payroll Periods

Payroll periods are established on the basis of twenty-six (26) pay periods per year. Included in the first pay of the contract year shall be a list of the dates for pay dates. Any employee who so desires, may elect to have checks mailed. During summer months, checks will be mailed at the employee's request.

B. Direct Deposit

An employee may elect to be paid by electronic deposit in accordance with the terms below:

1. Written notice, including all relevant account information, must be received by the Board Treasurer at least two (2) full pay periods in advance of the pay period when direct deposit will become effective.
2. An employee who opts for direct deposit must remain in direct deposit for not less than twelve (12) calendar months. If the employee subsequently opts out of direct deposit, the Board Treasurer must receive written notice of that decision at least two (2) full pay periods in advance of the pay period when direct deposit will cease.

ARTICLE 23
COMPENSATION

Wage Index

- A. The wage schedule index for each classification shall be as follows during the term of this agreement:

<u>Years Experience</u>	<u>Index</u>
0	1.000
1	1.025
2	1.050
3	1.075
4	1.100
5	1.125
6	1.150
7	1.175
8	1.200
10	1.225
12	1.250
15	1.275
20	1.300
25	1.325

**East Guernsey Classified Employees' Association
2009-2011 Salary Schedule**

Custodians			Maintenance			Grounds Keeper		
0	1.000	10.98	0	1.000	12.58	0	1.000	11.30
1	1.025	11.25	1	1.025	12.89	1	1.025	11.58
2	1.050	11.53	2	1.050	13.21	2	1.050	11.87
3	1.075	11.80	3	1.075	13.52	3	1.075	12.15
4	1.100	12.08	4	1.100	13.84	4	1.100	12.43
5	1.125	12.35	5	1.125	14.15	5	1.125	12.71
6	1.150	12.63	6	1.150	14.47	6	1.150	13.00
7	1.175	12.90	7	1.175	14.78	7	1.175	13.28
8	1.200	13.18	8	1.200	15.10	8	1.200	13.56
10	1.225	13.45	10	1.225	15.41	10	1.225	13.84
12	1.250	13.73	12	1.250	15.73	12	1.250	14.13
15	1.275	14.00	15	1.275	16.04	15	1.275	14.41
20	1.300	14.27	20	1.300	16.35	20	1.300	14.69
25	1.325	14.55	25	1.325	16.67	25	1.325	14.97

Administrative Asst.

0	1.000	10.68
1	1.025	10.95
2	1.050	11.21
3	1.075	11.48
4	1.100	11.75
5	1.125	12.02
6	1.150	12.28
7	1.175	12.55
8	1.200	12.82
10	1.225	13.08
12	1.250	13.35
15	1.275	13.62
20	1.300	13.88
25	1.325	14.15

**East Guernsey Classified Employees' Association
2009-2011 Salary Schedule**

Bus Driver			District Driver		
0	1.000	12.15	0	1.000	12.04
1	1.025	12.45	1	1.025	12.34
2	1.050	12.76	2	1.050	12.64
3	1.075	13.06	3	1.075	12.94
4	1.100	13.37	4	1.100	13.24
5	1.125	13.67	5	1.125	13.55
6	1.150	13.97	6	1.150	13.85
7	1.175	14.28	7	1.175	14.15
8	1.200	14.58	8	1.200	14.45
10	1.225	14.88	10	1.225	14.75
12	1.250	15.19	12	1.250	15.05
15	1.275	15.49	15	1.275	15.35
20	1.300	15.80	20	1.300	15.65
25	1.325	16.10	25	1.325	15.95

Head Cooks			Cooks			Aides		
0	1.000	10.68	0	1.000	10.57	0	1.000	10.57
1	1.025	10.95	1	1.025	10.83	1	1.025	10.83
2	1.050	11.21	2	1.050	11.10	2	1.050	11.10
3	1.075	11.48	3	1.075	11.36	3	1.075	11.36
4	1.100	11.75	4	1.100	11.63	4	1.100	11.63
5	1.125	12.02	5	1.125	11.89	5	1.125	11.89
6	1.150	12.28	6	1.150	12.16	6	1.150	12.16
7	1.175	12.55	7	1.175	12.42	7	1.175	12.42
8	1.200	12.82	8	1.200	12.68	8	1.200	12.68
10	1.225	13.08	10	1.225	12.95	10	1.225	12.95
12	1.250	13.35	12	1.250	13.21	12	1.250	13.21
15	1.275	13.62	15	1.275	13.48	15	1.275	13.48
20	1.300	13.88	20	1.300	13.74	20	1.300	13.74
25	1.325	14.15	25	1.325	14.01	25	1.325	14.01

ARTICLE 24
DRUG-FREE WORKPLACE

- A. The Board shall adopt a policy which is in compliance with the Drug Free Schools & Communities Act. All bargaining unit members shall receive a copy of the Board-adopted resolution regarding a drug-free workplace.
- B. All bargaining unit members shall refrain from the unlawful use, manufacture, distribution, or possession of drugs or alcohol while on duty, on Board premises or at any workplace. The employer shall provide a Drug-Free Workplace inservice for all bargaining unit members during the regular inservice day(s) program.
- C. For the purposes of these provisions, the following definitions shall apply:
 - 1. "Drug abuse offenses" shall be defined as the unlawful possession, use or distribution of illicit drugs and alcohol.
 - 2. "Work Place" is defined as any area under the control of the Board or at any Board-sponsored activity regardless of location.
 - 3. "On duty" is defined as required attendance at the work place in accordance with the provisions of this Agreement regarding hours of work and the workday.
- D.
 - 1. Any bargaining unit member who violates these provisions through his/her unlawful use of alcohol or an illegal drug shall be given, upon his/her first offense, the option of participating in a Board-approved rehabilitation program or accepting discipline in accordance with the provisions of this Agreement and applicable state law.
 - a. After the employee's first offense, the employee will be disciplined pursuant to the terms of this Agreement and state law.
 - 2. Any bargaining unit member convicted of unlawful sale, distribution, and/or manufacture of illicit drugs shall be disciplined in accordance with the provisions of this Agreement and applicable state law.
- E. Any bargaining unit member working under a federal grant who is convicted of an offense occurring in the workplace under a criminal drug statute must report his/her conviction to the Administration no later than five (5) working days after the conviction. Failure to do so may result in discipline pursuant to the terms of this Agreement and the provisions of the Ohio Revised Code.
- F. The purpose of this policy is to insure that employees whose positions require a CDL and who are employed in safety sensitive functions (SSF) shall be free from the effects of drug and alcohol misuse. This policy conforms to the regulations established by the Department of Transportation. Conformation to this policy shall be achieved in such a manner as not to violate any civil and constitutional rights of bargaining unit members.
- G. Employees shall be prohibited from:
 - 1. Consuming or possessing alcohol from the time the driver begins work until the time that the driver is relieved from work anywhere on Board premises or job sites, including Board buildings, properties, and vehicles;

2. Possessing, using, selling, purchasing or delivering any illegal drug other than those prescribed for the employee, or over-the-counter medication during work hours except as may be necessary in the performance of duty;
 3. Failing to report to the employee's supervisor any known adverse side effects of prescription drugs which the employee may be taking;
 4. Performing safety sensitive functions within four (4) hours of using alcohol.
- H. Employees whose positions require a CDL shall be required to undergo alcohol testing when:
1. A supervisor observes behavior establishing reasonable suspicion to believe that the driver has violated alcohol and/or drug prohibitions. Reasonable suspicion shall be based on specific written contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. This written notice shall set forth the facts and inferences which form the basis of the order to test and shall be given to the driver prior to any testing. The identifying supervisor cannot conduct the test.
 2. Drivers are randomly selected for unannounced alcohol and/or drug testing. Such employees will be selected through a scientifically valid method that assures all drivers have an equal chance of being tested. Employees may only be tested while performing their safety-sensitive functions or immediately before or immediately after performing the safety-sensitive function. For alcohol testing, test dates will be reasonably established through a 12-month period that assures the number of drivers randomly selected equals an annual rate of not less than 25% of the total number of average driver positions. For drug testing, the number reasonably selected will be equal to an annual rate of not less than 50% of the average number of driver positions.
 3. A driver is involved in an accident involving a board-owned or leased vehicle, and the accident involves the loss of human life or the employee is cited under state or local law for a moving violation arising out of the accident. The driver will be tested for alcohol and drugs immediately following the accident.
 4. When a driver has violated the alcohol/drug rules, he/she must undergo a return-to-duty alcohol test indicating an alcohol concentration of less than 0.02 or a verified negative drug test, before returning to a safety-sensitive function. Employees identified by a substance abuse professional as needing assistance in solving problems with alcohol/drug use, who returns to performance of a safety-sensitive job, are subject to six (6) follow-up, random, unannounced tests over the 12 months following the employee's return to duty.
- I. Refusal to submit to such test will subject the employee to termination, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.
- J. The Board will pay for transportation to Southeastern Ohio Regional Medical Center in Cambridge to obtain bodily fluid or material samples at the same rate per mile as established for professional meetings.

In conducting the testing authorized by this Agreement, the Board shall:

1. Use only a clinical laboratory or hospital facility which is certified to perform drug and/or alcohol testing. The licensed medical facility will serve as a collection site and a Department of Health and Human Services certified laboratory will conduct the required testing of samples.
2. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
3. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening and a confirmatory test. If requested by the employee, an additional sufficient amount may be set aside which is reserved for later testing at the employee's expense.
4. Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
5. Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
6. Provide the employee tested with an opportunity to have the additional sample tested by a different DHHS certified laboratory of the employee's choosing, at the employee's own expense.
7. Require that the Medical Review Officer report to the Board that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Board inconsistent with the understandings expressed herein (i.e., billing for testing that reveals the nature or number of tests administered), the Board will not use such information in any manner or form adverse to the employee's interests.
8. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 millimeters of blood shall be considered positive.
9. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02-.039 based upon the grams of alcohol per 100 millimeters of blood shall be considered positive and will result in a 24-hour temporary work stoppage without pay. The second occurrence will result in immediate termination.
10. Provide each employee tested with a copy of all information and reports received by the Board in connection with the testing and the results.

- K. The Board shall apply no penalties or take adverse action against any employee who voluntarily seeks treatment, counseling, or other support for an alcohol or drug-related problem. Such employee shall be afforded the opportunity, at his/her option, to use accumulated sick leave or take an unpaid leave of absence pending treatment. The foregoing is conditioned upon:
1. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
 2. The employee discontinues his use of illegal drugs or abuse of alcohol;
 3. The employee completes the course of treatment prescribed, including an "after-care" group for a period up to twelve (12) months;
 4. The employee agrees to submit to random testing during the hours of work during the period of "after-care";
 5. The employee will undergo recertification of CDL as though acquiring a new CDL and a return-to-work drug and alcohol test;
 6. The employee must provide the Board with written documentation from a licensed physician and director of the rehabilitation program which indicates that the employee is able to return to work;
 7. Employees identified by a substance abuse professional or needing assistance in resolving problems with alcohol and/or drug use, who return to perform a safety-sensitive job, are subject to random, unannounced testing over the first, twelve (12) months following the employee's return to duty;
 8. Should the employee test positive for alcohol or drug use after completion of the rehabilitation program, he/she will be terminated.
- L. If a driver tests positive under the provisions established in Article 24, Section H, when such test is the result of:
1. An accident in which the driver of the Board-owned or leased vehicle was involved as indicated in H(3), said driver will be immediately terminated. The driver retains the rights indicated in the Article to challenge the termination.
 2. Reasonable suspicion as indicated in H(1) or random selection as indicated in H(2), said driver will be immediately removed from safety-sensitive functions as required by DOT Drug and Alcohol Regulations and will be immediately suspended from work on a leave without pay. Rehabilitation costs will be borne by the employee. The employee will submit to return to duty tests as described in H(4). A second positive test result will be an immediate termination as required.
- M. If disciplinary action is taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Association and/or the employee, with or without the Association, shall have the right to file a grievance concerning any testing permitted by this Article, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Article. Such grievances shall be commenced at Step 2 of the grievance

procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Association and/or the employee, shall have the right to file a grievance concerning any portion of the test. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

ARTICLE 25
CONDITIONS OF CONTRACT

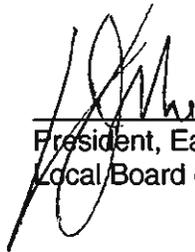
This Agreement will be effective from July 1, 2009, and shall remain in effect until 12:00 midnight on June 30, 2011, at which time it shall expire.

This Agreement supersedes and prevails over all statutes of the state of Ohio (except as specifically set forth in Section 4117.10(A), Ohio Revised Code), and all Board policies, rules, and regulations. However, should any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated and subject to impact bargaining as below, but all other provisions of the Agreement shall remain in full force and effect. Should the indemnification language of the fair share provisions be deemed unlawful as above, the entire fair share provision shall be subject to impact bargaining as below.

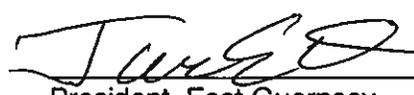
Thirty-five (35) copies of this Agreement shall be provided to the Administration and Board. The cost of all copies shall be mutually agreed upon and equally shared between the Association and the Board.

All days are work days unless otherwise noted in this Agreement.

If during the life of this Agreement the Board makes a decision for which the Board is obligated to bargain pursuant to Chapter 4117 of the Ohio Revised Code, the Association may demand bargaining. If in-term bargaining does not result in agreement between the parties within thirty (30) days of the first bargaining session, advisory arbitration under the auspices and procedures of the American Arbitration Association shall be utilized to resolve the dispute.



President, East Guernsey
Local Board of Education



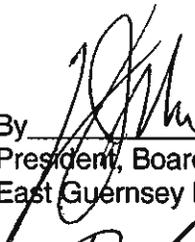
President, East Guernsey
Classified Employees Assoc.

EAST GUERNSEY LOCAL SCHOOL DISTRICT
EXTENDED CONTRACT CERTIFICATE

(Section 5705.412, ORC)

It is hereby certified with respect to the contract hereto, that the East Guernsey Local School District Board of Education has in effect for the remainder of the current fiscal year and the succeeding two fiscal years or the term of the attached contract, whichever is longer, the authorization to levy taxes, including renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of certification, are sufficient to provide the operating revenue necessary to enable the District to operate an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

Dated: 3.16.10

By 
President, Board of Education
East Guernsey Local Schools

By 
Superintendent of Schools
East Guernsey Local Schools

By 
Treasurer Board of Education
East Guernsey Local Schools

ARTICLE 25
CONDITIONS OF CONTRACT

This Agreement will be effective from July 1, 2011, and shall remain in effect until 12:00 midnight on June 30, 2013, at which time it shall expire.

This Agreement supersedes and prevails over all statutes of the state of Ohio (except as specifically set forth in Section 4117.10(A), Ohio Revised Code), and all Board policies, rules, and regulations. However, should any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated and subject to impact bargaining as below, but all other provisions of the Agreement shall remain in full force and effect. Should the indemnification language of the fair share provisions be deemed unlawful as above, the entire fair share provision shall be subject to impact bargaining as below.

Thirty-five (35) copies of this Agreement shall be provided to the Administration and Board. The cost of all copies shall be mutually agreed upon and equally shared between the Association and the Board.

All days are work days unless otherwise noted in this Agreement.

If during the life of this Agreement the Board makes a decision for which the Board is obligated to bargain pursuant to Chapter 4117 of the Ohio Revised Code, the Association may demand bargaining. If in-term bargaining does not result in agreement between the parties within thirty (30) days of the first bargaining session, advisory arbitration under the auspices and procedures of the American Arbitration Association shall be utilized to resolve the dispute.

A handwritten signature in black ink, appearing to be 'J. R. ...', is written above a horizontal line. Below the line, the text 'President, East Guernsey Local Board of Education' is printed in a standard black font.

President, East Guernsey
Local Board of Education

A handwritten signature in black ink, appearing to be 'J. ...', is written above a horizontal line. Below the line, the text 'President, East Guernsey Classified Employees Assoc.' is printed in a standard black font.

President, East Guernsey
Classified Employees Assoc.

EAST GUERNSEY LOCAL SCHOOL DISTRICT
EXTENDED CONTRACT CERTIFICATE

(Section 5705.412, ORC)

It is hereby certified with respect to the contract hereto, that the East Guernsey Local School District Board of Education has in effect for the remainder of the current fiscal year and the succeeding two fiscal years or the term of the attached contract, whichever is longer, the authorization to levy taxes, including renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of certification, are sufficient to provide the operating revenue necessary to enable the District to operate an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

Dated: 3.29.11

By J. R. [Signature]
President, Board of Education
East Guernsey Local Schools

By Richard A. [Signature]
Superintendent of Schools
East Guernsey Local Schools

By [Signature]
Treasurer Board of Education
East Guernsey Local Schools