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STATE PERSONNEL
BOARD OF PENNSYLVANIA

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AN AGREEMENT BETWEEN

THE

**LIBERTY UNION-THURSTON LOCAL
BOARD OF EDUCATION**

AND

**OAPSE/AFSCME Local 4/AFL-CIO
LOCAL #494**

JULY 1, 2012 - JUNE 30, 2015

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AGREEMENT

This Agreement entered into between the Liberty Union-Thurston Board of Education, hereinafter referred to as the "Board" and Local #494 OAPSE/AFSCME Local 4/AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1 - TERMS

- 1.01 The terms and conditions of this Agreement are effective for a period commencing July 1, 2012 through June 30, 2015.

ARTICLE 2 - RECOGNITION

- 2.01 The Liberty Union-Thurston Board of Education recognizes OAPSE/AFSCME Local 4/AFL-CIO Local #494 as the sole and exclusive bargaining agent for all classified employees in the Liberty Union-Thurston Local School System.
- 2.02 For the purpose of this Agreement, the following positions shall be excluded from the bargaining unit:

Treasurer of the Board
Assistant Treasurer
Payroll Officer
Superintendent's Secretary
Maintenance Supervisor
Building Services Supervisor
Food Service Supervisor
Transportation Supervisor
Technology Assistant

ARTICLE 3 - DISCRIMINATION

- 3.01 There shall be no discrimination or intimidation by the Board or the Union against any employee as a result of, or because of such employee's race, color, creed, sex, age, national origin, or membership in the Association.
- 3.02 All use of the term "he" or "his" or "him" in the Agreement shall be interpreted as referring to both female and male employees.

ARTICLE 4 - NO-STRIKE PLEDGE

- 4.01 The members of the Union agree that they will neither cause nor sponsor any strike, slow-down or other work stoppage during the term of this Agreement. In the event that the Union violates this provision, they shall be subject to appropriate penalties by the Board; provided, however, that any dispute as to whether this provision has been violated

shall be subject to final and binding arbitration pursuant to the rules of the American Arbitration Association.

In recognition of this No-Strike Pledge, the Board agrees there will be no "lockout" of the members of the Union except if such "lockout" is a result of the Board's inability to pay which results in the closing of all regular schools. In the event the Board determines it is necessary to close all schools, school-year employees may have their work year adjusted by the Board to accommodate the pupil attendance days in the adjusted school calendar provided no such school-year employee, except as a result of being on an unpaid status, shall have their days of work or their total salary for the school year reduced by such adjusted school calendar. Such adjusted work year shall not be considered a "lockout". Any dispute as to whether this provision has been violated shall be subject to final and binding arbitration pursuant to the rules of the American Arbitration Association.

Any classified employee who initiates or participates in a strike or other act prohibited by this Article will be subject to disciplinary action by the Board; provided, however, that the question of such participation shall be subject to the Grievance Procedure set forth in Article 5.

The Union will make every reasonable effort to prevent or terminate violations of this Pledge.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 DEFINITIONS

- A. Grievance: An alleged violation of the interpretation or application of the negotiated Agreement.
- B. Grievant: Any employee in the bargaining unit.
- C. Days: A day shall be defined as a day that the Board of Education office is open. (The Treasurer will provide a copy of the days the office will be closed.)
- D. Immediate Supervisor: Defined as the individual who is making the decision or recommendation which caused the grievance.

5.02 PROCEDURE

- A. The grievant must first discuss the grievance with his immediate supervisor. If the grievant is not satisfied with the results of the informal discussion, then the grievant may submit the grievance in writing to the immediate supervisor or the Superintendent.
- B. If the grievant does not file in written form within thirty (30) days of the act causing the grievance, the grievance shall be deemed waived.

- C. If at any step and/or level of the grievance procedure, should the Board not answer the grievance in accordance with the time periods established in 2-D below, the grievance shall proceed to the next step.

D. **STEP 1**

The immediate supervisor, within five (5) days of receipt of a grievance, shall conduct a hearing during the grievant's work hours. The supervisor and/or another supervisor shall meet with the grievant and the Union President and/or OAPSE Representative along with representative(s) from the Administration. The immediate supervisor, within five (5) days of the hearing, shall respond in writing to the grievant. If the grievance is not satisfactorily resolved at Step 1, within five (5) days the grievant may submit the written grievance to the Superintendent.

STEP 2

The Superintendent, within five (5) days of receipt of a grievance, shall conduct a hearing during the grievant's work hours. The Superintendent and-supervisor shall meet with the grievant and Union President and/or OAPSE Representative. The Superintendent, within five (5) days of the hearing, shall respond in writing to the grievant.

STEP 3

If the grievance is not satisfactorily resolved at Step 2, within ten (10) days, the Union President may submit the grievance to the Board of Education by written communication through the Superintendent. The date and time of the hearing shall be determined by the Board of Education.

STEP 4

If the grievance is not satisfactorily resolved at Step 3, the Union, within fifteen (15) days of receipt of answer, may submit the grievance to arbitration.

STEP 5

If the Union elects to take the grievance to arbitration, the Union and the Board shall jointly prepare a request to the Federal Mediation and Conciliatory Services (FMCS) requesting a list of nine (9) arbitrators. Within fifteen (15) days of the receipt of such list the Board and the Union shall determine an arbitrator by alternately striking names from the list.

The arbitrator selected shall have no power to add to, subtract from, or modify this Agreement. The arbitrator's decision shall be final and binding on both parties. The arbitrator's cost shall be borne by the losing party. In case the

arbitrator cannot determine a prevailing party, he shall assess the costs equally to the Board and OAPSE Local #494. The expenses of witnesses and other representatives shall be borne by the party requesting their services. All grievance hearings shall be held during the normal business hours of the Board as agreed by the Board.

5.03 **NO REPRISALS**

- A. All records of proceedings of any grievance shall be kept in a separate file from any employee's personnel file and there shall be no reprisals of any kind taken against any employee for their participation in the grievance procedure.
- B. Any grievance may be withdrawn at any time without prejudice. The bargaining unit member(s) shall have the right to Union representation at any steps and/or level upon the member's request.
- C. If found guilty, the finding becomes a part of the employee's personnel file.

ARTICLE 6 - SENIORITY AND JOB BID

6.01 **SENIORITY**

- A. At the end of a 90 working day probationary period the employee shall be placed on Step 1 or next step higher of the salary schedule. On July 1st of each succeeding year each employee shall move up one (1) step. If the ninety (90) working day probationary period is waived, the employee will remain at the same step until June 30th of the next year.
- B. Employees hired January 1 or after will receive a one (1) year contract effective July 1. Employees hired before January 1 will receive a two (2) year contract effective July 1. Employees are eligible for a continuing contract after completing a one (1) year and a two (2) year contract.
- C. Most recent date of hire

After successfully completing this ninety (90) working day probationary period, the bargaining unit member's seniority shall be computed from the date of hire. The most recent date of hire shall refer to any bargaining unit member who resigns, and then later returns to employment with the Board. When an employee is re-hired to a former classification, he shall be hired at the same step in which he left that classification.

- D. System seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire. The most recent date of hire refers to employees who resign from Liberty Union-Thurston employment and later return to Liberty Union-Thurston employment.

- E. Classification seniority shall be defined as the length of employment by an employee with the Board as computed from his most recent date of entry into a particular classification as described in the salary schedules.
- F. The OAPSE Local #494 President shall be provided with an updated seniority list on or before October 15th. It shall state the most recent date of hire for all members of the bargaining unit, and all probationary employees.
- G. An authorized leave of absence shall not cause the employee to lose any accumulated system or classification seniority.
- H. Seniority list classification as follows: Each listing will have own seniority list.

Cooks
 Custodians
 Cleaners
 Maintenance
 Maintenance Helper
 Secretary
 Clerk Cashier
 Study Hall / Cafeteria Monitor
 Bus Drivers
 Transportation Aide
 Teacher Aide
 Handicapped Aide
 Library Aide
 Instructional Aide
 In-school suspension Monitor
 Nurse Aide
 Administrative Aide

6.02 **JOB BID AND POSTING**

A. **NEW POSITION (is defined as not an already established position)**

In the event of a new position and/or classification, the Board shall have twenty (20) working days in which to establish hours, rate of pay, and classification and/or new title. After twenty (20) working days, it shall be subject to the bid procedure as set forth in this Article.

B. **BID PROCEDURE**

When a job opening occurs within a classification, all bargaining unit members within that classification shall be notified of that position in writing by the

supervisor in order of seniority. Interest shall be stated on the same form and returned within forty-eight (48) hours of receipt. Each additional vacated position within the classification shall be handled by the same procedure. The bargaining unit member shall be given a trial period not to exceed ten (10) working days.

After 7-1-99 any employee in the Cleaner classification who applies for a vacant custodial position will be hired by seniority with the ten (10) working day trial period as set forth above.

C. **RESULTING VACANCIES**

The final vacancy resulting from the bid procedure outlined in 6.02 B, shall be posted to the remaining bargaining unit members. All applicants shall be given an interview. If no bargaining unit member is qualified, then the Board shall have the right to advertise the position to the public.

D. **POSTING**

1. Time limits for posting shall be a minimum of five (5) working days. If a job vacancy occurs during a time when school is not in session, then the posting shall be included in the employee's pay envelopes and the minimum posting time shall start from that particular pay day.
2. All postings shall consist of the estimated hours, salary range, job title, location, and shift if known. A job description will be available upon request of the applicant.
3. During the summer break, the posting will be mailed to all bargaining unit members who are not twelve (12) month employees.

E. **SENIORITY**

An individual employee who is excluded from the bargaining unit as a result of assignment to a position of confidentiality on the effective date of this Agreement, and who subsequently bids on a position within the bargaining unit shall retain all seniority rights for bidding purposes just as if the employee was not in an excluded position, with the stipulation that said employee returns within a period of one (1) year.

6.03 **PROVIDED JOB DESCRIPTION**

Job descriptions are available in the District Office.

Prior to any change in any general job description covered under the Agreement, the President shall be notified of such anticipated change(s) and the proposed effective date of such change(s).

6.04 **WORKING SUPERVISORS**

No supervisor shall take the place of a regular employee except for the purpose of instructing the employees in the performance of their duties, adjustment of equipment, or except for very short periods (generally thirty (30) minutes or less) in order to better maintain flow for efficient operations. It is understood that the supervisor at times may assist in some work, or in cases of emergencies (for example, substitute is not available), assist and perform some work.

ARTICLE 7 - HOURS OF WORK

7.01 **STANDARD WORK WEEK**

- A. The standard work week shall be defined as five (5) consecutive days. All hours worked in excess of forty (40) hours in one (1) week shall be paid at time and one-half (1 ½) the employee's regular rate of pay. All overtime must be approved by the appropriate Supervisor and/or Superintendent. With approval of the supervisor, employees may work four (4) consecutive ten (10) hour days.
- B. All bargaining unit members shall be included in the work day staff meeting prior to the start of school, and be compensated at their hourly rate of pay, (thirty (30) minutes of which shall be an organizational OAPSE meeting.)
- C. In the event it is necessary to reduce work days and/or hours per day of any employee(s), such reduction will be made pursuant to O.R.C. 3319.172.
- D. All holidays shall be counted as days worked for the determination of overtime payment.
- E. All hours worked on holidays shall be paid at two times the regular hourly rate of pay (double time). All hours worked on Sundays shall be paid at one and three-quarter (1 ¾) times the regular hourly rate of pay.
- F. All bargaining unit members shall be assigned work within their classifications beyond the hours for which they are regularly scheduled before the Board would use outside services to perform the job except for the maintenance classification. Maintenance work may be subcontracted when it is beyond the current staff's capabilities, equipment or staff time to do the work.
- G. An employee who is called in to work on another shift other than his regular scheduled time shall be paid for a minimum of one and one-half (1 ½) hours. However, an employee called in immediately prior to his next regularly scheduled shift shall be paid at the appropriate rate of pay only for actual hours worked.

- H. Bargaining unit members required by the Superintendent or his designee to attend a meeting, other than during their work schedule, shall be paid for the actual number of hours at their regular rate of pay. However, employees will not be paid for meetings scheduled for disciplinary reasons.
- I. If a bargaining unit member is attending a professional conference, the unit member may request reimbursement on the conference/workshop form for registration, mileage, hotel accommodation and meal allotment not to exceed \$25.00 per day.
- J. Anyone employed from the substitute list, who has accumulated one hundred twenty (120) working days within the same school year and within a classification shall receive one (1) year credit on the salary schedule. All employees will be required to fulfill the probationary period set forth in Article 6 and the employee will remain at the same step until July 1 of the next year.
- K. If an employee works beyond his/her contracted time for thirty (30) consecutive work days, his/her contracted work hours will be adjusted accordingly.

7.02 **OVERTIME**

All overtime shall be distributed equally among those employees in the same classification who work at the building location that the overtime is needed. All overtime shall be rotated starting with the most senior and end with the least senior employee.

7.03 **LUNCH, BREAKS AND APPROVED LEAVE**

- A. All bargaining unit employees working six (6) or more consecutive hours shall receive one-half (1/2) hour for lunch and two (2) ten (10) minute breaks daily. Employees who work at least five (5) hours but less than six (6) hours shall receive two (2) ten (10) minute breaks. Employees who work at least four (4) consecutive hours shall be entitled to one ten (10) minute break. All employees who are eligible for lunch and who remain on call in the building during their required scheduled hours shall have a paid lunch. Lunch is outside the daily paid hours if the employee leaves the building or desires an uninterrupted lunch.
- B. Any approved leave will not be deducted against an individual if it occurs on a calamity day.
- C. Permitted absences are Sick, Personal, Vacation, FMLA, and unpaid leave with supervisor approval of up to 30 days, or more than 30 days with Board approval (with valid reason). All personal leave must be used before requesting unpaid leave.

ARTICLE 8 - VACATIONS

8.01 REGULAR VACATION

- A. For those employees hired prior to July 1, 2009, six (6) weeks vacation shall be the maximum to which an employee is entitled to earn within any contract year. For employees hired on or after July 1, 2009, four (4) weeks vacation shall be the maximum to which an employee is entitled to earn within any contract year. The accrual rate is as follows for 12 month employees:

<u>4 to 8 Hour</u>	<u>Accrued Days</u>
2 weeks	.83
3 weeks	1.25
4 weeks	1.66
5 weeks	2.08
6 weeks	2.50

Earned Vacations

1* but less than 7 years	2 weeks
7 but less than 15 years	3 weeks
15 but less than 20 years	4 weeks
20 but less than 25 years	5 weeks
25 + years	6 weeks

*Vacation will not be posted or usable until the employee has been with the district for a full year.

- B. All vacations may be taken at the employee's request with a five (5) day notice up to a maximum of twenty (20) consecutive days at any one time subject to the approval of the Superintendent. The employee shall be notified within forty-eight (48) hours after the request of approval or disapproval.
- C. An employee may carry over three (3) weeks of accumulated vacation if not used during the year of accumulation.
- D. In case of the death of a bargaining unit member such accrued and unused vacation leave shall be paid in accordance with O.R.C. 2113.04 or to his estate.

ARTICLE 9 - HOLIDAYS

9.01 HOLIDAYS

- A. Employees shall be entitled to the following holidays from work with pay:

New Year's Day

Martin Luther King Day
Memorial Day
Independence Day (12 month employees only)
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas Day (12 month employees only)
Christmas Day

- B. An employee must work the scheduled work day both before and after a holiday in order to be paid for the holiday with the exception of approved leave.

ARTICLE 10 - DISCIPLINE, EVALUATION AND PERSONNEL FILE

10.01 DISCIPLINE

Bargaining unit members shall be disciplined in accordance with the pertinent provisions of O.R.C. 3319.081 with a progressive system which includes, but not exclusive of, verbal reprimand, written reprimand, suspension with pay (when investigation is pending), suspension without pay and termination.

10.02 INSPECTION OF PERSONNEL FILE

- A. Each employee shall have the right, upon written request, to review the contents of his own personnel file. The Board shall provide the employee with a copy of any and all documents in his file. An employee inspecting his file may be accompanied by another individual of his choice.
- B. No anonymous letters or phone complaints shall be placed in an employee's file.
- C. When the Board places any document in the employee's file, a copy shall be sent to the employee. The employee shall acknowledge receipt of the copy by signing it and returning it to his supervisor. The employee's signature shall not constitute his agreement with the content of the document. Employees shall have the right to attach a response to any letter or personnel action of disciplinary nature which is placed in their file.
- D. All written disciplinary action(s) currently in employee files shall have no effect after a period of three (3) years.

10.03 EVALUATION

- A. A committee shall be established to revise or prepare evaluation forms consisting of a Board Member, and Administrator and a representative from OAPSE who is involved with the classification.

- B. The employee will be evaluated by his immediate supervisor. When an employee does not agree with the evaluation, the employee shall have the right to add to the evaluation form a letter of disagreement.

ARTICLE 11 - NEGOTIATION PROCEDURES

11.01 SCOPE OF NEGOTIATIONS

The scope of negotiations shall be in accordance with O.R.C. 4117.08 and limited to: wages, hours or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Collective Bargaining Agreement. Both parties agree to conduct negotiations in "Good Faith", as defined in O.R.C. 4117.01(G).

11.02 NEGOTIATING PERIOD

Negotiations between the parties for a successor Agreement shall begin at least ninety to one hundred twenty days prior to the expiration of the contract term. The time limits above may be extended by mutual agreement.

11.03 DIRECTING REQUESTS

Requests in writing for negotiation meetings from either party to this Agreement shall be made in accordance with the pertinent provisions of the Ohio Revised Code.

11.04 REPRESENTATION

- A. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representative of the other party.
- B. Representation at all bargaining sessions shall be limited to six (6) representatives each for the Board and the Union.

11.05 NEGOTIATING SESSIONS

- A. Before each and every negotiating session adjourns the establishment of a mutually agreeable agenda, time, date, and place for the next session between said teams shall take place.
- B. One week before the initial negotiations session, written proposals shall be exchanged by the parties. No new items shall be submitted thereafter except upon mutual agreement of the teams. Any language that is not proposed and/or agreed to be changed shall remain unchanged in the successor agreement

- C. All negotiation meetings shall be conducted in executive session exclusively between said representatives unless the parties mutually agree otherwise.
- D. All negotiation sessions shall be a maximum of four (4) hours unless mutually agreed upon by both parties.

11.06 **WHILE NEGOTIATIONS ARE IN PROGRESS**

A. **CAUCUSES**

Upon request of either party, the negotiating sessions shall be recessed to permit the requesting party to caucus. Caucuses shall not be more than thirty (30) minutes in length unless mutually agreed by both parties.

B. **PROTOCOL**

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other unit member or by the Board as a result of participation in the negotiations process.

C. **PROGRESS REPORTS**

Progress reports may be given to the Board by its representatives and to the Union by its representatives. No information shall be given to any news media unless prior agreement is reached by the Union and the Board on the working of the press release.

11.07 **AGREEMENT**

- A. As Tentative Agreement is reached on each item during the negotiating period, the Agreement shall be reduced to writing and initialed by each team. It is understood that each Tentative Agreement is reached pending ratification of the Agreement as a whole by the Union and final approval of the same by the Board.
- B. If Tentative Final Agreement is reached on all matters being negotiated, the Tentative Agreements reached between the negotiating teams shall be reduced to writing and submitted first as a package to the Union for ratification within fifteen (15) calendar days. If ratified, such written Agreement shall be submitted to the Board for its approval within fifteen (15) calendar days. The Board shall take action at its next regular or special meeting.

11.08 **IMPASSE PROCEDURES**

- A. The following alternate dispute resolution procedure shall replace the statutory procedure contained in O.R.C. 4117.14 (C)

1. In the event agreement is not reached within forty-five (45) days of the initial bargaining session, either of the parties may declare impasse and the parties shall request the assistance of a federal mediator under the guidelines of the Federal Mediation and Conciliation Service. In the event that the services of a mediator are called upon, the mediation shall last until the expiration date of the contract or until agreement is reached. After the expiration date of the contract, the Union may implement the right to strike pursuant to O.R.C. 4117.14(d)(2) even though mediation may be in progress.
2. Within forty-five (45) days prior to the expiration of the contract, the parties, by mutual agreement, may agree to another alternative dispute resolution procedure. Any mutually agreed-to change shall be sent, in writing, to the State Employment Relations Board.

11.09 EXTENSION OF EXISTING AGREEMENT

If the parties involved do not reach an agreement by the expiration of the existing Agreement, the present Agreement may be extended by agreement of the Board and the Union.

ARTICLE 12 - SALARY, INSURANCE, FUNERAL AND SICK LEAVE, BONUS PAY, PAY DATES, PAYROLL DEDUCTIONS, JURY DUTY AND ASSAULT LEAVE

12.01 SALARY SCHEDULES

Salary schedules for 2012-2015 shall include the following:

A.	<u>SCHOOL YEAR</u>	<u>INCREASE</u>
	2012-2013	0%

A one time payment in the amount of \$500.00 will be paid to employees in December 2012.

All employees will remain on the steps they were on in the 2010-2011 school year (steps are frozen vertically and horizontally) for the 2012-2013 school year.

The parties shall reopen the contract annually for negotiations of wages and insurance benefits only.

See Appendix A for schedules of classification salaries.

B. Longevity

All classifications beginning with Step 20 and continuing through Step 30 shall receive an additional \$.10 per hour. All classifications at Step 20 through Step 25 and Step 25 through 30 shall receive additional \$.10 per hour. The longevity increases in this paragraph ("B. Longevity") were included in the salary schedule

effective with the 2003-2006 contract, currently remain in the salary schedule and shall not be added to the salary schedule again.

- C. Additional pay for extra time worked shall be paid after eight (8) minutes into each fifteen (15) minute interval. For example: 3:08 to 3:15=15 minutes; 3:23 to 3:30=additional 15 minutes; totaling one-half (1/2) hour. When this occurs, the bargaining unit member will be required to work the entire fifteen (15) minute interval, except bus drivers whose work extends past dark on that particular day.

12.02 FRINGE BENEFIT PARTICIPATION

<u>Daily Hours</u>	<u>Paid by Board-Single</u>	<u>Paid by Board-Family</u>
6-8 Hours	90%	80%
4-5.9 Hours	75%	75%
Less than 4 Hours	50%	50%

This percent is to be applied to the monthly premium as calculated per Article 12.03 (A).

Employees hired after 7/1/06 that work less than 4 hours per day shall be eligible for board provided insurance with 100% of the cost being paid by the employee. As of 7/1/07 all employees hired before 7/1/06 will be eligible for benefits per the chart above.

All eligible employees (enrolled or not) hired before 7-1-2002 shall not have their available benefit package reduced due to a Board controlled reduction of hours.

If the reduction in hours is by choice of the employee, then benefits may be reduced.

12.03 MEDICAL AND HOSPITAL INSURANCE

- A. The Board will continue to provide insurance coverage programs at present benefit levels. See Appendix B for benefits effective July 1, 2012.
- B. The Board will implement a 125 premium-only account for those Bargaining Unit Members with coverage.

12.04 DENTAL INSURANCE

- A. The Board will provide and pay ninety percent (90%) of premiums for single and family coverage for unit members for the current dental program.

12.05 LIFE INSURANCE

The Board will provide group term life insurance and accidental insurance and pay 100% of said premiums in the face amount of \$35,000 as of July 1, 2006. An employee must work a total of fifteen (15) hours per week to be eligible for this benefit. The policy shall provide coverage for accidental death and indemnity.

12.06 **FUNERAL LEAVE**

- A. In the event of the death of a spouse, child, grandchild, step-child, step-parent, son-in-law, daughter-in-law, or parent of a bargaining unit member who has completed his probationary period, the member shall receive five (5) consecutive working days off within seven (7) calendar days of the death with pay at his regular rate of pay. Requests for additional time off without pay or with sick leave will be considered. The five (5) designated days will not be counted against the member's attendance record.
- B. In the event of the death of a sibling, grandparent, sister-in-law, brother-in-law, or mother-in-law and father-in-law, the members shall receive one day off with pay at his regular rate of pay. Requests for additional time off without pay or with sick leave will be considered. The one (1) designated day and any other additional approved days will not count against the member's attendance record.
- C. Any other requests for funeral leave will be covered by personal days or dock days as approved by the supervisor/superintendent.

12.07 **SICK LEAVE**

- A. Immediate family shall be defined as any spouse, child or parent.
- B. An employee who uses more than five (5) occurrences of sick leave in the employee's work year shall be required to meet with his immediate supervisor and/or the superintendent or designee to discuss the employee's sick leave usage.

Total sick leave days accumulation shall be 250 days.

A physician's statement may be required of an employee after three (3) consecutive days absence, after nine (9) occurrences of absence or at the discretion of the Superintendent in the event of hospitalization or a habitually reoccurring absences.

- C. Employees who are requested and fail to provide a doctor's excuse for any occurrence may be subject to discipline.
- D. All bargaining unit employees shall accrue one and one-fourth (1 ¼) days sick leave per month per contracted hour.
- E. Each newly hired employee and each employee who has exhausted his accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each school year, to be charged against the sick leave he subsequently earns, not after April 15.

F. Any employee with a regularly scheduled work day of four (4) or more hours who is injured on the job, shall have the option of returning to the same job assignment within the initially granted leave period provided:

1. The position is not abolished during the leave;
2. The employee files a Workers' Compensation claim within 30 days after injury and so notifies the Board Treasurer in writing during such 30 day period;
3. The return is within one (1) year of the injury;
4. Employee shall provide a certificate from his physician stating he may return to the position with no restrictions that he held prior.

The Board may assign replacement employees on a provisional or limited basis with notification that the employee will be reduced, transferred, or terminated upon the return of the injured employee.

G. Any employee injured as a result of an industrial injury for which Workers' Compensation is payable shall have the opportunity of electing to receive temporary total compensation benefits prior to exhausting accrued sick leave benefits or vacation pay.

H. Any employee shall be afforded the opportunity to buy back any and all sick leave days used while awaiting benefits (temporary total compensation) from Workers' Compensation.

12.08 ATTENDANCE BONUS

Any days used for injury on job shall not count against Attendance Bonus. Those employees who have maximum accumulated sick leave may use their personal leave days and still be eligible for incentive pay.

The bonus for employees who work four (4) or more hours daily:

<u>Divide the year into</u>	<u>4 hours or more:</u>
For less than 12 month employees:	The first work day through December 31 \$200
For less than 4 hours:	January 1 through the last work day \$200
For 12 month employees:	July 1 through December 31 \$250
	January 1 through June 30 \$250
For less than 4 hours:	The first work day through December 31 \$100
	January 1 through the last work day \$100

An employee who misses only one (1) day in a period shall receive ½ of the bonus.

To help with the accounting, if an Association Member feels they are entitled, they need to notify the treasurer's office by 2 weeks prior to cut-off.

12.09 PAY DATES

- A. All checks will be direct deposited. Regular pay dates shall be every other Friday for 26 pays per year.

12.10 PAYROLL DEDUCTIONS

- A. Membership fees for OAPSE Local #494 members shall be deducted by the Treasurer. Deductions shall be made beginning in October and deducted twice per month for each month thereafter for nine (9) consecutive months. The Board Treasurer will send the total state deduction to the OAPSE State Treasurer monthly during the nine (9) month period. Local dues will be deducted in October. Board will send total to local Treasurer.

PEOPLE contributions will be deducted in the manner as in 12.09 above, if at least six (6) unit members are participating and have so indicated by written request. PEOPLE deductions shall be on a separate form.

- B. The Board may defray the actual administrative cost of making such deduction and transmittal in accordance with O.R.C. 3599.031. Should any conflicts arise between the provisions of this Article as they relate to political support deductions and the pertinent provisions of the Ohio Revised Code, the Ohio Revised Code shall govern.
- C. If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee.

The Union shall indemnify and save the Board and its agents harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of action taken or not taken by the Board in good-faith reliance upon any authorization cards or forms furnished to the Board by the Union or by any employee, or for the purpose of good-faith compliance with any of the provisions of this Section. 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 payroll deduction provisions herein.

12.11 AGENCY SHOP - Effective January 1, 1991

Each employee covered by this Agreement, who fails voluntarily to acquire or maintain membership in the Union, shall be required as a condition of employment to pay to the Union a fair share fee, which shall not exceed the dues paid by members of the Union who are in the bargaining unit covered by this Agreement; provided that any employee who has been declared exempt for religious convictions by the State Employment Relations Board shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, a charitable fund exempt mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the OAPSE State Treasurer written receipts evidencing payment of such agreed upon nonreligious charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject such employee to the same sanctions as would non-payment of union dues under the Agreement.

In the event the laws of Ohio governing Union security are changed during the term of this Agreement to permit other forms of Union security, the employer agrees to meet with the Union upon its request, for the purpose of negotiating a new Union security provision to be incorporated in this Agreement.

The Union shall defend and indemnify the Board, its members, and its administration and supervisory employees, including but not limited to the Board's Treasurer (all hereinafter, "the indemnities"), for, and hold them harmless from, any and all liability, damages including any punitive damages, and expenses, directly or indirectly incurred by the indemnities, or any of them because of any legal action or administration claim brought against them as a result of the provisions of this Article.

12.12 JURY DUTY

Any employee covered by this Agreement who is required to serve on a jury shall, upon submission of proof of jury services, be paid the difference between his jury pay and his current regular hourly rate of pay (not to exceed eight [8] hours per day) for his regularly scheduled work days lost while serving on the jury. This shall apply only if jury duty conflicts with employee's regularly scheduled worked day. Such leave shall not be deducted from sick or personal leave, nor shall such leave interfere with the employee's attendance bonus.

12.13 ASSAULT LEAVE

- A. An employee who is required to be absent due to physical restrictions and/or limitations resulting from an assault which causes physical injury to the employee which requires medical attention, and occurs in the course of Board employment while on duty on school property during school hours or when the employee's attendance at a school sponsored function is required, shall be eligible to receive

assault leave. Employee shall file a claim with Workers' Compensation in order to receive assault leave.

- B. The employee shall supply a certificate from a licensed physician stating the nature of the restrictions and/or limitations and its duration. The employee shall supply a signed statement on prescribed forms indicating the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault and the facts surrounding the assault.
- C. Upon determination of eligibility by the Board, such leave shall be granted, not to exceed sixty (60) work days, unless a doctor's certificate requires employee to be off work longer than the allotted time. Daily wages will be received by the employee while on assault leave. Assault leave will not be charged against sick leave or other leave, nor shall it interfere with the employee's attendance bonus.
- D. All fringe benefits (insurance) shall be paid by Board during assault leave.

12.14 TRAVEL PAY

The Board shall reimburse employees for the authorized use of their personal vehicles at the current Internal Revenue rate.

12.15 FBI/BCI CHECK

The Board will pay for the FBI/BCI check for all employees of the bargaining unit.

ARTICLE 13 - COOKS

13.01 HEAD COOK/COOKS

- A. The head cook for each kitchen will be responsible for or shall designate another food service employee in that particular kitchen to implement the breakfast program.
- B. The head cook for each kitchen will receive additional pay of \$.50 per hour.
- C. In the event the head cook is off work for (five (5) days or more) the person taking her place shall be paid at the rate set forth in B, beginning on day one (1).
- D. The kitchens shall be recognized as three (3) separate kitchens. In the event someone is absent, the employees in that kitchen shall be offered the opportunity to work the longer hours before a sub is called. The extra hours shall be offered by seniority.

- E. The cooks will be responsible for keeping the kitchen equipment cleaned including range hood during school year.
- F. A cook must be employed any time the equipment (e.g. ovens, steamers, skillets, etc.) is unlocked and being used. A cook will receive 1 ½ hours pay to make sure all equipment is turned off when the serving line only has been used (with exception of bingo and church).
- G. All food service employees may be requested to meet with their supervisor up to three (3) times per school year. The meetings will be held outside of contracted hours. Each person will be compensated at their hourly rate of pay for a minimum of one (1) hour.

ARTICLE 14 - CUSTODIANS

14.01 A. Overtime

- 1. For overtime purposes for custodians there shall be three (3) facilities: Elementary School, Middle School and High School.
 - 2. A custodian shall be offered the opportunity to substitute for another custodian. The supervisor shall contact custodians by phone on a rotating seniority basis until one is secured. In the event no custodian accepts the overtime or can be secured after a reasonable amount of time is given to respond, an outside sub may be contacted. A reasonable attempt shall be defined as two (2) phone calls within a ten minute interval. There shall be a separate overtime list by seniority. If a custodian declines the overtime then their name goes to the bottom of the list and the next person is asked. In the event that no custodian in the building where the overtime is needed is secured, the supervisor will then contact custodians district-wide by seniority. No custodian may work more than twelve (12) consecutive hours.
- B. The Supervisor has the option to move or place custodial staff into jobs or locations during the summer that will best meet the needs of the school district and fit the skills of the staff. The changes made should not change the staff member's hours or current hourly wage.
 - C. When requesting sick leave, second shift employees must call in to their supervisors at least two (2) hours prior to the start of their shift.

ARTICLE 15 - CLEANERS

15.01 OVERTIME

- A. For overtime purposes for cleaners there shall be three (3) facilities: Elementary School, Middle School, and High School.
- B. Cleaners shall have the opportunity to substitute for a custodian. There shall be a separate overtime list for those wishing to work additional hours, however no cleaner may work more than twelve (12) consecutive hours.
- C. The Supervisor has the option to move or place custodial staff members into jobs or locations during the summer that will best meet the needs of the school district and fit the skills of the staff. The changes made should not change the staff member's hours or current hourly wage.

ARTICLE 16 -TRANSPORTATION

16.01 ROUTES

- A. A route shall be defined as a:
 - 1. A.M. Grades 5-12
 - 2. A.M. Grades K-4
 - 3. P.M. Grades 5-12
 - 4. P.M. Grades K-4
 - 5. A.M. Outside of district
 - 6. P.M. Outside of district

Drivers shall be contracted accordingly.
- B. In case of resignation, retirement, or disability the route that was created by this will be bid as one route.
- C. New routes or vacant routes will be notified as outlined in the Bid Procedure in section 6.02B.
- D. When a contracted driver is scheduled to be off thirty (30) or more consecutive days, another contracted driver may sub on that route if it is more time than his contracted route. The position of the person who moves up will not be posted, but instead will be filled by a sub.
- E. Nothing herein shall prevent the Board from changing bus routes at any time to meet the transportation needs of the district in the most efficient manner possible.
- F. One-half (1/2) hour per day shall be allocated to all regular routes and/or field trips for pre-trip checks and post-trip cleanup. (This includes fueling).

- G. The driver of any route which retains at least fifty percent (50%) of the previous year's route (students, roads, etc.) shall have the option of retaining that particular route.

16.02 **EXTRA TRIPS**

- A. Extra trips will be taken on a school bus and assigned to a driver following a regular rotation beginning with the most senior driver who will not incur overtime because of the trip, secondly to RIFed drivers, then if necessary, offered to sub drivers. The list will continue from year to year. Any time a bus is on the road, outside of regular route times, there needs to be a trip ticket.

When a driver is needed for a trip, all reasonable attempts shall be made to contact drivers in order of seniority. However, when time is an issue, such as the need for a driver by the end of the day or the next day, the Transportation Supervisor shall have the right to continue down the list until a driver is assigned. In the event that the driver is needed for the same day or the next day, a reasonable attempt shall be defined as two (2) phone calls to one (1) primary number within a 10 minute interval. Emergency situations shall be handled at the discretion of the supervisor, following the above procedure when possible. The supervisor shall document all attempts to contact drivers.

- B. Extra trips shall be first offered to contracted drivers as described in subsection A above; secondly to RIFed drivers; if none of the above are available, then the trip may be offered to a sub. When a sub driver has a trip during the week and the date or time of that trip has been changed, the rescheduled trip shall be offered to the regular drivers.
- C. At the monthly meetings extra trips will be passed out and drivers will have twenty-four (24) hours to respond. If an extra trip could not be passed out to drivers at the monthly meeting, a copy of the trip ticket shall be placed in the driver's mailbox. The driver will have thirty-six (36) hours to initial it with a yes or no and return the trip ticket to the transportation supervisor. Trip tickets not answered and returned within the thirty-six (36) hours will be given to the next driver in line for an extra trip. Extra trip ticket shall include the date and time it was placed in the driver's mailbox. Accepted trips turned back in within forty-eight (48) hours of the trip will result in the driver being passed over in the next rotation (this includes same day trips).
- D. When an extra trip is postponed, it shall be considered cancelled. When an extra trip is canceled, the driver who is scheduled for said trip shall be given the next unscheduled trip that does not interfere with another contracted position and does not result in overtime.

- E. A driver who has given up his/her regular route for a trip and is not notified of the cancellation of said trip at least one (1) hour before his/her regular route shall retain his/her regular route.

A driver who takes a trip outside of his/her regular route time and who is not notified of the cancellation of said trip at least one (1) hour before departure time shall be paid one and one-half (1.5) hours' pay.

- F. Drivers shall be paid at their regular hourly rate for all trips for driving time. Sitting time for all trips shall be \$10.00 per hour. All trips outside of the District shall be paid at a minimum of one (1) hour. Bus drivers shall be at the pick-up destination at least fifteen (15) minutes before departure unless the trip is after the regular route.
- G. Any and all trips (regular, field trip, and extra-curricular activities) shall be taken on a school bus using a licensed CDL bargaining unit member as dictated by Board policy, unless it is mutually agreed upon by the Superintendent and OAPSE or as may be provided in Ohio Department of Education transportation regulations.
- H. The Board will pay for:
- i. An abstract
 - ii. License fee (the difference between the cost of a driver's license and a CDL);
 - iii. Annual Driver physical (at Board designated location)
 - iv. Background check
 - v. Drug and alcohol testing
 - vi. The instructor's fee per person to have CPR training classes
 - vii. Pre-service class fees for re-certification

If an employee leaves within one (1) year, then they must reimburse the Board the items set forth above.

- I. When there is a trip and the driver has less than 4 hours notice, and the driver cannot take that trip, it shall not be counted as a trip refused. That driver shall still be in line for the next trip.

There shall be one trip list.

- J. For the pay determination of an extra bus trip on a holiday or Sunday, this same formula would be used to determine sitting time pay rate. Example: One hour (1) sitting time on a holiday would be $\$10.00 \times 2 = \20.00 per hour, one hour (1) sitting on Sunday would be $\$10.00 \times 1 \frac{3}{4} = \17.50 per hour.

- K. When there is an overnight trip, hotel accommodations (single room or with other bus drivers of the same gender) shall be paid by the sponsoring organization, and the driver will be reimbursed a reasonable daily meal allotment. Receipts must be submitted to the Supervisor for approval and subsequent payment. Bus drivers will be paid driving time when the return trip begins and one pre-trip inspection per day. While the game/activity is underway, the bus driver shall be paid sitting time while waiting for it to be completed. There is no pay for sleeping time. The driver must remain at the game/activity. Upon notifying the coach/teacher, the driver may leave the activity to pick up a meal and bring back to activity location.
- L. Drivers are permitted to accept trips provided a substitute is available.
- M. A driver shall not be offered the same trip more than once.

16.03 WORKSHOP/MEETING

- A. All regular drivers shall be compensated at the driver's regular hourly rate for the four (4) hour in-class annual safety workshop, which may be incorporated as part of the monthly meetings.
- B. Any driver required by the Superintendent or supervisor to attend a meeting, other than during regular work schedule, shall be paid for the actual number of hours at his regular rate of pay. There will be a minimum of 6 meetings per year.
- C. When a driver is required to report for a Drug and Alcohol test, the driver will be compensated at a flat rate of \$25.00.

16.04 WASH BUSES/SUMMER INSPECTION

- A. Each driver shall be offered the opportunity to wash his/her own bus. The rotating seniority list will be used to find two drivers to wash the remaining buses (including spare buses). Compensation shall be at the rate of \$85 per bus (\$42.50 per driver if done by 2 drivers). The two drivers completing the remaining bus washing must also be available to assist with the annual (summer) school bus inspection by the Ohio State Highway Patrol and will be paid their regular hourly rate for the inspection time.
- B. In order to keep the overall appearance of the buses clean inside and out, plus for the safety of the children, bus drivers shall be paid regular wages for extra washing and cleaning of their buses September through May, one-half (1/2) hour per month.
- C. All bus drivers shall be paid regular wages for cleaning up a bus due to a sick child or a mess made on the bus (over contracted time). Maximum of one-half (1/2) hour.

16.05 **NEW BUSES**

- A. When new transportation vehicles are purchased by the Board of Education, the needs and efficiency will be the most important items to be considered in assigning them to a driver.

16.06 **DRIVER/TRAINER**

- A. The driver/trainer shall be compensated at their hourly rate plus an extra fifty cents (\$.50) per training hour when he is actually training new/re-certifying employees.
- B. When a bus driver needs to be re-certified, they shall be paid sitting time for recertification class time and their hourly rate of pay when they are with the driver/trainer.
- C. If additional time is needed for teaching safe evacuation of students, each driver who teaches safe evacuation of students shall be compensated at their hourly rate.

ARTICLE 17 - MUTUAL CONCERNS

During November and April of each year, OAPSE representatives will meet to discuss mutual concerns, if needed, with the Board of Education representatives. Neither side shall have more than four (4) representatives. The agenda will be presented to the Superintendent three (3) days in advance of scheduled meeting. Before an issue can be brought up at Mutual Concerns meeting, the issue must be discussed with the immediate supervisor.

ARTICLE 18 - CALAMITY DAYS

Employees who are required to perform work on a calamity day shall be paid for all hours worked.

ARTICLE 19 - SEVERANCE PAY

- 19.01 In accordance with O.R.C. 3319.141 and 124.39, all employees who present evidence of retirement from the School Employees Retirement System at the time of retirement from active service with the Liberty Union-Thurston Local School District, shall be granted severance pay for their accrued but unused sick leave days, according to the following provisions:
- 19.02 To be eligible for severance pay, the Board of Education must accept the employee's resignation for the purpose of retirement based upon the employee moving from active employment into the retirement system. Notification: The employee must apply in writing to the Liberty Union-Thurston Board of Education for severance pay ninety (90)

days prior to retirement. The written application must be accompanied by an appropriate document from the retirement system stating the number of years of retirement credit allowed by that system and should notify the Superintendent by March 1st of the year of retirement. All severance due will be paid in the month of September.

- 19.03 Severance pay shall be for the employee's accrued but unused sick leave days at the time of retirement based on (40%) of the value of his accrued but unused sick leave, not to exceed payment for one hundred days (100). Payment shall be subject to all legal deductions. After 25 years of service, employees will be paid an additional 20 days of sick leave. Payment shall be based upon the employee's hourly rate of pay and contracted hours per day at the time of retirement.
- 19.04 Such payment shall be made only once to any employee.
- 19.05 Payment shall be made only upon service retirement and is not authorized in the event of death of the employee prior to School Employees Retirement System approval of the retiree's application for retirement.
- 19.06 Contributions to the employee's retirement system based upon monies paid for accrued unused sick leave will not be made by either the Board of Education or the employee.
- 19.07 If the retiring employee dies prior to receipt of severance pay, such severance pay shall be made to the deceased retiree's legal heirs, successors, or assignees as provided by law, will, or the courts. The pay shall be subject to all legal deductions.
- 19.08 Payment of severance pay for unused sick leave shall eliminate all accrued sick leave of the employee in the Liberty Union-Thurston School District.

ARTICLE 20 - REDUCTION IN FORCE

- 20.01 If it becomes necessary to reduce the number of employees in a job classification due to decreased enrollment of pupils, lack of funds, lack of work, return to duty of regular employees after leave of absence, or suspension of schools, or territorial changes affecting the district, the following procedure shall govern such layoff.
- 20.02 The number of people affected by reduction in force shall be kept to a minimum by not employing replacements in so far as practical for employees who resign, retire, or otherwise vacate a position.
- 20.03 Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification(s), with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absences do not constitute an interruption in continuous service.

- 20.04 The Board of Education shall determine in which classifications the lay off should occur and the number of employees to be laid off. Employees on probation shall be laid off before any employee in that classification who has continuous service.
- 20.05 Ten (10) days prior to the effective date of the RIF, the Board shall give written notice to OAPSE Local #494 President and each affected employee. The letter shall state: (1) the reason(s) for the RIF, (2) the effective date of the RIF, and (3) copy of the recall procedure.
- 20.06 All employees who are laid off due to any of the reasons as stated in this Article, in section 21.01, shall be placed on a recall list for up to 24 months. The employees that were released from contract, because of future RIF, between January 1 and June 30th will have the above consideration. Employees on the recall list shall have the following rights:
- A. No new employees shall be employed within the affected classification by the Board while there are employees laid off.
 - B. Employees on the recall list shall be recalled in order of classification seniority to fill vacancies.
 - C. If an opening the Board plans to fill occurs, the Board shall send a certified/registered letter to the last known address of the most senior employee on the recall list who is qualified for the position. It is the employee's responsibility to keep the Board informed of his current address. The employee's address as it appears on the Treasurer's records shall be conclusive when used in connection with an offer or reemployment or other notice concerning RIF to the employee. The employee is required to respond in writing to the Superintendent within ten (10) calendar days of the receipt of the certified letter. If the employee fails to respond within ten (10) calendar days, or declines to accept the position, he shall forfeit all recall rights and shall be considered to have terminated his employment with the Board.
 - D. An employee on the recall list shall, upon acceptance of the notification, resume active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he enjoyed at the time of layoff, unless the laid off employee substitutes for 120 days in one school year while he/she is laid off, then he/she shall be placed at the next higher step on the pay scale when he/she is recalled.
 - E. Employees may accept less than full-time employment in the district. However, such employment does not constitute a waiver of recall.
 - F. In the case of two (2) employees having the same seniority, the tie shall be broken by the following methods:
 - 1. Date of the Board Meeting hiring the employee.

2. Date employee actually started to work.
 3. Date of written application.
 4. The flip of a coin.
- G. In the event of a reduction in force, any laid off employees shall be used as substitutes in the classification in which the RIF occurred before implementing the use of non-bargaining unit members.

If employees refuse to sub, such refusal shall not constitute a loss of recall rights or the right to collect unemployment compensation.

H. **Bumping Procedure**

When an employee is to be laid off, the employee shall have bumping rights within the job Classification over all employees with less classification seniority. Any employee bumped, shall have bumping rights within the classification, over all employees with less classification seniority, until the least senior person is laid off.

Employees who have worked previously in another classification, and are subject to lay off, may bump the least senior employee in their former classification, providing the following conditions are met:

1. Employee must have satisfactory experience in the former classification.
2. The employee must have more years of experience in the former classification than the least senior employee in the former classification.
3. The employee must be willing to accept the pay scale of the former classification.
4. Upon certification of physician that employee is capable of performing duty.
5. The employee must have all of the required qualifications of the position.

ARTICLE 21 - LEAVE OF ABSENCE, MATERNITY, PATERNITY, ADOPTION

- 21.01 An employee anticipating the birth or adoption of a child may request an unpaid maternity, paternity or adoptive leave of absence from the Board as per the following.

21.02 Procedures For Requesting Leave

The request shall be in writing, addressed to the Superintendent, and routed through the Supervisor. The request is to be made 90 days or more in advance of the anticipated birth. The 90-day requirement will be waived in the case of adoption. However, it is expected the employee would give the maximum number of days notice possible. The request should include the anticipated date of birth or date of receiving adoptive child, length of absence; and the anticipated date of return to service.

21.03 Length Of Leave

The duration of the leave shall be for the remainder of the semester in which the leave commenced and one or two subsequent semesters. The leave shall begin with the date of birth of the child or with the date of receiving an adoptive child.

21.04 Return to Service

The employee shall submit a written request to the Superintendent for return to service at any time during the leave. Such request shall be made at least 30 days in advance of the desired return date. Such employee shall be returned to service on the date requested or the earliest date that an opening occurs requiring his classification.

21.05 Use Of Sick Leave

An employee may choose to use sick leave prior to the birth of her baby and then begin her leave of absence. An employee may also choose to use only sick leave days rather than a leave of absence. The written request under either of these circumstances shall be accompanied by a doctor's permit.

21.06 The Board of Education cannot guarantee the return of the employee to a specific building/position. However, every effort shall be made to return the employee to a comparable position, and one for which the employee is qualified.

21.07 An employee on a leave of absence may substitute in the Liberty Union-Thurston School District while on leave of absence at the discretion of the supervisor.

21.08 Six (6) days total

The Board will pay for two (2) employees to attend the annual three (3) day OAPSE convention provided substitutes can be scheduled.

21.09 Family and Medical Leave

The Board shall comply with the Federal Regulations contained in the Family and Medical Leave Act of 1993. The Family and Medical Leave shall be in addition to this Collective Bargaining Agreement. Fiscal year applies.

ARTICLE 22 - PAYMENT FOR COMPLETED COURSE WORK

22.01 Employees under contract to the Liberty Union-Thurston Local Board of Education shall be granted increments for additional course work completed at the rate of \$70.00 per quarter hour and \$95.00 per semester hour up to \$1200.00 maximum per employee per year for college credit earned in job-related college courses by employees returning to the Liberty Union-Thurston School District. The increment will be granted upon providing the Treasurer of the Board evidence of satisfactory completion of course work. An official transcript of grades or end-of-course grade report shall be proof of completion of course work. This increment shall be payable twice per year following course completion. The increment will only be granted one year and will be made to the amount allowable without duplicating training increments or established salary schedule approved by the Board.

22.02 The procedure for course approval and payment is as follows:

- A. The employee completes Course Approval Form and forwards it to the Superintendent. Then, the form is forwarded to the Board Treasurer for file.
- B. The employee completes the course(s).
- C. The employee completes the Course Verification Form, attaches an official transcript of the course and forwards to the Board Treasurer for payment.
- D. Payment will be made twice per year by the Board Treasurer. Dates for filing forms and payment by Board Treasurer are as follows:

<u>Time Course is Scheduled</u>	<u>Late Date for Filing Course Verification Form</u>	<u>Date of Payment</u>
Fall/Winter/Spring	June 30	July 20
Summer	September 30	October 20

22.03 Payment will be made to employees completing course work in the Fall, Winter and Spring quarters even though they do not return to Liberty Union-Thurston for the next school year. However, an employee that completes a Summer course and does not return to Liberty Union-Thurston for the next school year will not receive payment for the Summer course.

ARTICLE 23 - PERSONAL LEAVE

23.01 Each employee shall be entitled to three days of unrestricted personal leave. Personal leave may be used for periods of one-half days.

23.02 Employees shall be entitled to carry over one (1) personal leave day per year. Any unused days of personal leave not carried over from the previous year, shall be added to the accumulative total sick leave days effective July 1st of each year.

23.03 The employee shall be notified within forty-eight (48) hours of the request to use personal leave if it has been approved or disapproved.

ARTICLE 24 - POLITICAL INVOLVEMENT

Bargaining unit members may participate, or refrain from participating, in all lawful political activities, so long as such participation does not unduly disrupt the operations of the Board of Education, and so long as such participation takes place on the unit member's own personal time.

ARTICLE 25 - LIABILITY

The Board of Education agrees to comply with the provisions of Chapter 2744 of the Ohio Revised Code, entitled "Political Subdivision Tort Liability".

ARTICLE 26 - AMENDMENT

26.01 In the event either party desires to modify or amend this Agreement, notice of the desired amendments must be received before such meeting. Negotiations, if mutually agreed, shall begin within ten (10) working days thereafter and shall be confined to said amendments.

26.02 However, if during the term of this Agreement, any provision of this Agreement becomes invalid by State or Federal Law, or is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, and the parties will meet to negotiate any necessary changes relative to the affected provision within ten (10) working days of demand by either party.

ARTICLE 27 - CONTRARY TO LAW

If any provision of this Agreement or any application of the Agreement to any classified person or persons shall be contrary to law, then this provision or application shall be deemed invalid except to the extent it is permitted to prevail over law by O.R.C. 4117.10, but all provisions shall continue in full force.

ARTICLE 28 - S.E.R.S. PICK-UP

Effective July 1, 1999, the Board will provide Association members SERS pick-up through the salary reduction procedure, as provided by SERS as long as accepted by the IRS.

ARTICLE 29 - UNION ORIENTATION

A Union representative shall be permitted to speak with new employees for a period of no more than fifteen (15) minutes to discuss Union Membership and Benefits. This meeting shall take place on paid time, in private, and on the new employees' first day of work or at the next most reasonable opportunity.

ARTICLE 30 - TOTAL AGREEMENT/DURATION

This Agreement is the complete understanding reached between the parties in the course of bargaining wages, hours, terms, and other conditions of employment. Provisions herein shall supersede any previous Agreements between the parties. Any existing board policies or regulations in conflict with terms of this Agreement shall be revised to conform with the terms and conditions set forth herein. The Board reserves the right to adopt policies and regulations, as long as they do not conflict with this Agreement.

O.R.C. 4117.

This Contract shall commence 12:01 A.M., July 1, 2012 and shall remain in full force and effect until 11:59 P.M., June 30, 2015.

Employer:

SP E. Math
David Butler Jr.
S. Michael Ram 08-31-12

Union:

Ina D. Hayes
Karen J. Peck
Ben Beaton 8/31/12

APPENDIX A

CLASSIFIED SALARY SCHEDULES

Effective 7/1/2012

STEPS	BUS DRIVER	BUS AIDE	COOKS	CUSTODIAN	CLEANER	MAINT.	MAINT. HELPER	HEALTH AID	A	NURSE AID	L.S.S
0	\$16.90	\$12.31	\$14.73	\$14.94	\$10.93	\$19.95	\$17.16	\$13.84	\$15.12	\$19.40	\$21.53
1	\$17.08	\$12.49	\$14.94	\$15.10	\$11.08	\$20.13	\$17.32	\$14.02	\$15.29	\$19.51	\$21.83
2	\$17.26	\$12.67	\$15.10	\$15.29	\$11.22	\$20.30	\$17.52	\$14.21	\$15.47	\$19.62	\$22.13
3	\$17.44	\$12.84	\$15.29	\$15.47	\$11.35	\$20.50	\$17.68	\$14.39	\$15.65	\$19.73	\$22.43
4	\$17.63	\$13.02	\$15.47	\$15.65	\$11.52	\$20.68	\$17.87	\$14.57	\$15.82	\$19.84	\$22.73
5	\$17.81	\$13.20	\$15.65	\$15.84	\$11.65	\$20.84	\$18.03	\$14.75	\$16.00	\$19.95	\$23.03
6	\$17.98	\$13.36	\$15.84	\$16.00	\$11.80	\$21.03	\$18.21	\$14.92	\$16.20	\$20.06	\$23.33
7	\$18.15	\$13.55	\$16.00	\$16.20	\$11.96	\$21.19	\$18.39	\$15.10	\$16.36	\$20.17	\$23.63
8	\$18.34	\$13.71	\$16.20	\$16.36	\$12.10	\$21.40	\$18.56	\$15.29	\$16.55	\$20.28	\$23.93
9	\$18.52	\$13.91	\$16.36	\$16.55	\$12.24	\$21.58	\$18.74	\$15.47	\$16.71	\$20.39	\$24.23
10	\$18.71	\$14.07	\$16.55	\$16.73	\$12.39	\$21.74	\$18.92	\$15.65	\$16.90	\$20.50	\$24.53
11	\$18.89	\$14.25	\$16.73	\$16.90	\$12.53	\$21.93	\$19.08	\$15.82	\$17.10	\$20.61	\$24.83
12	\$19.05	\$14.42	\$16.90	\$17.08	\$12.67	\$22.09	\$19.27	\$16.00	\$17.26	\$20.72	\$25.13
13	\$19.24	\$14.60	\$17.08	\$17.26	\$12.82	\$22.30	\$19.43	\$16.20	\$17.44	\$20.83	\$25.43
14	\$19.40	\$14.79	\$17.26	\$17.44	\$12.96	\$22.46	\$19.63	\$16.36	\$17.61	\$20.94	\$25.73
15	\$19.61	\$14.95	\$17.44	\$17.63	\$13.12	\$22.64	\$19.79	\$16.55	\$17.81	\$21.05	\$26.03
16	\$19.77	\$15.13	\$17.63	\$17.81	\$13.25	\$22.82	\$19.97	\$16.71	\$17.98	\$21.16	\$26.33
17	\$19.95	\$15.31	\$17.81	\$17.98	\$13.41	\$23.00	\$20.14	\$16.90	\$18.16	\$21.27	\$26.63
18	\$20.13	\$15.49	\$17.98	\$18.15	\$13.55	\$23.19	\$20.32	\$17.08	\$18.34	\$21.38	\$26.93
19	\$20.30	\$15.66	\$18.15	\$18.34	\$13.69	\$23.37	\$20.50	\$17.26	\$18.60	\$21.49	\$27.23
20	\$20.69	\$16.02	\$18.44	\$18.71	\$13.98	\$23.74	\$20.86	\$17.63	\$18.91	\$21.60	\$27.53
21	\$20.86	\$16.20	\$18.71	\$18.89	\$14.14	\$23.90	\$21.05	\$17.79	\$19.07	\$21.71	\$27.83
22	\$21.05	\$16.38	\$18.89	\$19.07	\$14.28	\$24.08	\$21.21	\$17.99	\$19.24	\$21.82	\$28.13
23	\$21.21	\$16.54	\$19.07	\$19.24	\$14.43	\$24.27	\$21.39	\$18.16	\$19.42	\$21.93	\$28.43
24	\$21.39	\$16.73	\$19.24	\$19.42	\$14.57	\$24.45	\$21.57	\$18.34	\$19.60	\$22.04	\$28.73
25	\$21.68	\$16.99	\$19.52	\$19.70	\$14.86	\$24.73	\$21.84	\$18.62	\$19.89	\$22.15	\$29.03
26	\$21.86	\$17.19	\$19.70	\$19.89	\$15.00	\$24.90	\$22.02	\$18.80	\$20.07	\$22.26	\$29.33
27	\$22.04	\$17.36	\$19.89	\$20.05	\$15.15	\$25.07	\$22.20	\$18.99	\$20.25	\$22.37	\$29.63
28	\$22.21	\$17.52	\$20.05	\$20.25	\$15.30	\$25.27	\$22.36	\$19.17	\$20.42	\$22.48	\$29.93
29	\$22.37	\$17.72	\$20.25	\$20.42	\$15.43	\$25.44	\$22.55	\$19.34	\$20.59	\$22.59	\$30.23
30	\$22.68	\$17.98	\$20.52	\$20.69	\$15.72	\$25.73	\$22.81	\$19.62	\$20.89	\$22.70	\$30.53

APPENDIX B

SCHEDULE OF BENEFITS

NEW MEDICAL PLAN

Effective July 1, 2012

	Plan	
Deductibles	In Network	Out-of-Network
Per Person	\$250	\$500
Per Family	\$500	\$1000
Copays		
Physician Visits	\$25	\$35
Preventive	n/a	\$35
Urgent Care	\$35	\$45
Emergency Room	\$75	\$75
Max out of pocket per year		
Per Person	\$2500	\$5000
Per Family	\$5000	\$10,000
Maj Med (after deductible)	80%	60%
Preventive (flu shot out same as net)	100%	60% a.d.
Other Med services and supplies	80% a.d.	60% a.d.
RX (Pharmacy)		
Generic	\$15 copay	
Formulary	\$30 copay	
Brand name	\$60 copay	
RX (mail order)		
Generic	\$30 copay	
Formulary	\$60 copay	
Brand name	\$90 copay	
Monthly Premium as of July 1, 2012		
Single	\$770.76	
Family	\$1566.93	
Employee Premium Share		
Single	\$77.08	
Family	\$313.89	

SCHEDULE OF BENEFITS/DENTAL

Dental Expense Coverage

Calendar Year Deductible \$25.00 Per Person

Benefit Percentage - After deductible

*Diagnostic, Preventative..... 100%
Basic Restorative..... 80%
Oral Surgery 80%
Major Restorative, Prosthodontics 60%
Orthodontia 50%

*Deductible Waived

Calendar Year Maximum \$1,000.00 Per Person

Other Maximums

Orthodontics..... \$1,000.00 per lifetime

Eligible Dependents covered to Age 19 years or 25 years (if full-time student)

Effective Date of Coverage Date of hire

DENTAL SERVICES

Diagnostic and Preventative
Oral Exams and Cleaning
Fluoride Treatment
Emergency Pain Treatment
Diagnostic X-Rays
Consultations
After Hours Examinations

Oral Surgery
Impacted Teeth/Extractions
General Anesthesia
Oral Surgical Procedures

Basic Restorative
Fillings - Amalgam, Silicate, Acrylic
Root Canal Therapy, Endodontia
Treatment of Gum Disease
connection with
Repair of Bridgework and Dentures
Extractions
Space Maintainers
Sealants

Orthodontia
Full-Banded Orthodontia Treatment
Appliance for Tooth Guidance
Retention Appliances - Not in

full-banded treatment

Major Restorative
Inlays, Onlays, Gold Fillings, Crowns
Initial Installation of Fixed Bridgework
Installation of Partial or Full Dentures
Replacement of Existing Bridgework or Dentures

All covered charges are subject to usual, customary and reasonable fees

Memorandum of Understanding
Insurance

OAPSE/AFSCME Local 4/AFL-CIO Local #494 and the Liberty Union-Thurston Local School District Board of Education (the "Board") enter into this Memorandum of Understanding ("MOU") for the purpose of setting forth the terms of their insurance agreement reached during the contract negotiations for a successor collective bargaining agreement ("Agreement"). If the Board and OAPSE Local #494 ratify the successor Agreement, this MOU shall be in effect during the 2012-2013 school year and shall expire on June 30, 2013.

In December, 2012, there shall be a premium holiday meaning that during December, 2012, the employees' contribution to health insurance premiums shall not be deducted from classified staff paychecks.

Approved by
OAPSE Local #494

Approved by
Board

Eric L. Hayes

Paul E. Math

Date: 9/5/12

Date: 8/31/12

Ben Palk

A. Michael Raven

Date: 8/31/12

Date: 08-31-12