



CHAPTER VI – THE AGREEMENT

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BETWEEN

OAPSE LOCAL 307

AND

**GENEVA AREA CITY SCHOOLS
BOARD OF EDUCATION**

JULY 1, 2012 – JUNE 30, 2015

**CHAPTER VI
CLASSIFIED PERSONNEL**

ARTICLE 1 PHILOSOPHY

It will be understood and agreed that the common objective of both the Board and the employees of the bargaining unit is to provide the highest level of educational opportunities for each public school child within the resources of the people of the school district. This objective will be promoted by both parties.

ARTICLE 2 RECOGNITION

A. RECOGNITION OF BARGAINING UNIT

The Geneva Area City Board of Education, hereinafter referred to as the Board, recognizes the Ohio Association of Public School Employees, AFSCME/AFL-CIO, Local #307, hereinafter referred to as the Union, as the sole exclusive bargaining agent for all regularly scheduled personnel within the bargaining unit.

B. BARGAINING UNIT

Eligible members of the bargaining unit will include the following classifications:

- Bus Driver Personnel
- Cafeteria Personnel & Pony Express Driver
- Copy Machine Operator
- Custodial Personnel
- Educational Assistant Personnel
- Housekeeping Personnel
- Maintenance Personnel
- Mechanic Personnel
- Receptionist/Phone Operator/Substitute Caller
- Secretarial Personnel

The following will be excluded from the Bargaining Unit:

- Payroll Clerk & Bookkeeper
- Treasurer's Office Assistant
- Superintendent's Secretary
- Auxiliary Fund Personnel*

*Personnel employed in non-public schools serviced by Geneva Area City Schools and paid through Auxiliary Services Fund.

Employees who were hired in positions at the Geneva Area City Board of Education using seniority earned as auxiliary personnel will retain that seniority and all rights under the Collective Bargaining Agreement.

Although referred to in the contract, substitute workers are not recognized as bargaining unit members.

ARTICLE 3

NEGOTIATIONS PROCEDURES

A. NOTIFICATION

Negotiations under this Agreement will be initiated by either party upon written notice to the other party not more than ninety (90) calendar days (April 2) prior to the expiration of this agreement or re-opener clause. The first meeting will be established within ten (10) calendar days of the initial request.

B. AGENDA

Subjects for negotiations will be salaries, fringe benefits, hours, and working conditions for all members in the bargaining unit.

C. PROCEDURES

1. Meetings:

- a) The parties will meet at times and places mutually agreed upon. All meetings will be held in executive session. Proposals for negotiations will be provided to the members at the first session. Team members will be excused from duty, without loss of pay, when such meetings fall within their work shift, with prior approval.
- b. No negotiation session will exceed three (3) hours unless extended by mutual agreement.

2. Teams:

- a. The Board and the Union will be represented at all negotiation meetings by a team not to exceed eleven (11) members each.
- b. Each team of eleven and two (2) consultants will be permitted at each negotiations session.

3. Caucus:

Either team may call for a caucus at any time. A caucus will be no longer than thirty (30) minutes, unless an extension is mutually agreed upon.

4. Agreement:

- a. When agreement is reached through negotiations, the outcome will be reduced to writing. Both parties will review the Agreement to determine the accuracy of the transcript. If the Agreement is then in proper form, it will be submitted to the Union for ratification. Following ratification by the Union, it will be submitted to the Board for ratification and adoption at the next regularly scheduled Board meeting. When adopted by the Board, the Agreement will become a contract and be binding on both parties, and become a part of the Board minutes. Said Agreement will be signed by the Board's representatives and the Union's representatives.

- b. As each section is completed and signed off, a printout of the section with the current negotiated language will be provided to each side for final approval. Both sides will initial their approval, then negotiations will continue.
- c. The Agreement will be reproduced and distributed to all classified employees within thirty (30) calendar days after adoption by the Board of Education, or within ten (10) calendar days after the employees return to work from summer recess. The Union will be given ten (10) additional copies of the Agreement.

5. Impasse:

- a. If, forty-five (45) calendar days prior to the expiration of the Agreement, no tentative agreement has been reached, either party may declare impasse.
- b. If impasse is declared, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached.
- c. The parties will jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS).

ARTICLE 4

EMPLOYEE NOTICES/CONTRACTS AND COMPENSATION

A. **SALARY NOTICES/CONTRACTS**

Salary notices/contracts will include the employee's classification stating the number of days to be worked, number of hours per day, number of holidays, and annual salary and hourly rate. Salary notices/contracts issued to Special Needs Assistants will indicate that the hours are to be assigned and will not specify an annual salary.

B. **PAY PERIODS**

Employees working on a nine (9) month or longer schedule have the right to have their salaries paid over a twelve (12) month period, or twenty-six (26) pay periods in one year. If they so desire, they will notify the payroll clerk, in writing, as to which plan they desire at least one week prior to the employee's first scheduled pay of their contract year after July 1. The medical benefit deduction will be calculated to be paid in full at the end of whatever payroll plan is chosen. In any year that produces twenty-seven (27) pay periods, the adjustment which extends the pay period will be discussed and mutually agreed upon by the Board and the Union prior to any implementation. The determination will be made by both parties in the year prior to implementation.

All earnings for hours worked after June 30th will be at the rates established in the Agreement retroactive to July 1st.

C. **DIRECT DEPOSIT STATEMENTS**

- 1. Each employee will receive his/her statement at his/her respective building before the end of his/her workday. If the employee is not scheduled to work

due to an extended absence, his/her statement will be placed in the mail by the direction of the employee.

2. Employees who want to have their statement picked up by someone other than themselves must submit their request in writing to the person that distributes their statement.
3. Employees may request in writing to the payroll clerk, three (3) work days in advance of the actual pay day, any request to change the handling of their individual statement.

D. DIRECT DEPOSIT

All employees are required to utilize direct deposit. The Board will pay any direct deposit administrative fees.

E. SALARY DEDUCTIONS

1. Optional deductions include: Educators Mutual, Credit Union, employee organization dues/fees, employee's fraction of insurance costs, P.E.O.P.L.E., Tax Sheltered Annuities [IRC Section 403(b)], Ohio Public Employees Deferred Compensation [IRC Section 457], Ohio Tuition Trust Authority, Civic Development Corporation (CDC), United Way and Employee Contributions to Insurance Premiums. Optional deductions will be made only upon the written authorization of the employee, except as provided by law. Employees will be subject to one (1) campaign request per year to authorize deductions for CDC and United Way. Tax deferred deductions for Section 403(b) Annuities and Section 457 Plans will be subject to the following:
 - a) The Board shall provide access to Internal Revenue Code ("IRC") Section 403(b) annuity contract or custodial account providers without limiting the employee's rights to hardship withdrawals, loans and other contractual provisions that are permitted under IRC Section 403(b) contracts, provided that the IRC Section 403(b) providers otherwise comply with the requirements of the Section 403(b) Plan of the School District, including, without limitation, (i) the execution of a Plan Provider Agreement that will, among other things, obligate the provider to comply in operation with the requirements of IRC Section 403(b) and to indemnify the Board for non-compliance with applicable law, and (ii) having at least five employees agree to make salary deferrals to the provider as an initial condition of becoming a Plan Provider. The Section 403(b) Plan of the School District shall permit employees to elect to treat all or part of their contributions to a Section 403(b) annuity contract or custodial account providers as "ROTH" contributions.
 - b) The Board shall permit employees to elect to defer compensation under a deferred compensation plan which satisfies the provisions of IRC Section 457(b) (the "457 Plan"). The 457 Plan is sponsored by the Ohio Public Employees Deferred Compensation Program that has been established pursuant to Chapter 148 of the Ohio Revised Code.
2. Should an employee wish to pay their portion of a full years insurance premium in advance they will be permitted to do so.

3. Mandatory deductions will include School Employees Retirement, Federal Withholding Tax, State Income Tax, City Income Tax, and deductions for unexcused absences.

F. WORK YEAR

1. Employees having salary notices/contracts and working for less than twelve (12) months will be assured of having the opportunity to work their number of days if there is a change in the school calendar. This does not cover changes made as a result of employee initiated actions.
2. Any employee entering a new position either by bumping or bidding process, will given a copy of the current work calendar for that position from his/her immediate supervisor during the first week of employment.

G. MINIMUM WAGE

All salaries will comply with the Federal Government minimum wage guidelines as of the effective date of this agreement.

H. SALARY

1. Effective July 1, 2012, all salary schedules across the board will remain at the current amounts (zero increase). Each bargaining unit member will remain at the same experience step of the salary schedule he/she held as of June 30, 2012 for the contract year beginning July 1, 2012 and continuing through June 30, 2013.
2. The contract will be re-opened for the purpose of negotiating wages and fringe benefits for the 2013-2014 and 2014-2015 school year. (see Article 3) There will be a minimum of fifteen cents (15¢) longevity for ten (10) years of system-wide service. This minimum system-wide longevity shall not be combined with classification longevity. Based upon employee's system-wide or classification service, eligible employees shall receive whichever is greater, but not both.

The Board will pay an additional twenty-five cents (.25¢) per hour for bus drivers who are required to transport special needs students who are diagnosed as ED and who are not accompanied on the bus by a Special Needs Assistant.

ARTICLE 5 **HOLIDAYS**

To receive holiday pay, an employee must have accrued earnings for his/her regularly scheduled work days before and after the holiday or have been properly excused by the Superintendent or designee.

- A. Eleven (11) and twelve (12) month employees will be based on a maximum of eleven (11) paid holidays if the holidays fall within the employee's work calendar:

Labor Day	1 day
Thanksgiving	2 days
Christmas	2 days

New Years	1 day
Martin Luther King	1 day
President's Day	1 day
Good Friday	1 day
Memorial Day	1 day
July 4th	1 day

11 month contract = 229 + 11 = 240

12 month contract = 250 + 11 = 261

- B. Ten (10) month employees will be based on a maximum of ten (10) paid holidays if the holidays fall within the employee's work calendar:

Labor Day	1 day
Thanksgiving	2 days
Christmas	2 days
New Years	1 day
Martin Luther King	1 day
President's Day	1 day
Good Friday	1 day
Memorial Day	1 day

10 month contract = 209 + 10 = 219

- C. Nine (9) month employees are to work the days that students are in attendance and will work a minimum of one hundred seventy-eight (178) student days. They will be paid for the holidays as provided by law, which will include:

New Years	1 day
Martin Luther King	1 day
President's Day	1 day
Good Friday	1 day
Memorial Day	1 day
Labor Day	1 day
Thanksgiving	2 days
Christmas	2 days

9 month contract = 178 + 10 = 188

- D. In the case where an hourly employee is hired for the student calendar, he/she will be paid for the approved holidays that fall within the student calendar provided he/she accrues earnings the scheduled work-days before and after the holiday or has been properly excused by the Superintendent or designee.
- E. An employee who is regularly scheduled to work less than one hundred seventy-eight (178) student days will be paid for eight (8) holidays which will include:

New Years	1 day
Martin Luther King	1 day
President's Day	1 day
Good Friday	1 day
Memorial Day	1 day
Labor Day	1 day
Thanksgiving	1 day
Christmas	1 day

- F. Should any of the above named holidays fall on a Saturday, the preceding Friday will be celebrated as the holiday. Should any of the above named holidays fall on a Sunday, the following Monday will be celebrated as the holiday.

ARTICLE 6 VACATIONS

- A. An employee must be employed for one (1) year before beginning vacation. Only 11 and 12 month employees are eligible for vacations.
- B. Prior years of employment, based upon the employee's system anniversary date, in non-vacation eligible classifications in the Geneva Area City School District will be rounded to the nearest full year based upon a twelve month year.

C. Length of Vacation:	<u>Years</u>	<u>Weeks</u>
at the completion of	1-6	2
at the completion of	7-14	3
at the completion of	15+	4

Effective 7/1/12, vacation days will be converted to hours and accrued based on the number of regularly contracted hours per day for each eligible employee. (Example: a 7.5 hour employee with 5 years experience would receive 75 vacation leave hours per year.) for the purpose of establishing the total vacation leave accumulation in hours for each eligible employee, the Board will go back retroactive to 2/17/12 and recalculate accumulation, accruals, and usage based on applicable hours.

- D. Vacation leave may be accrued by the employee for a maximum period of two (2) years prior to taking vacation days. Vacation days must be submitted at least five (5) calendar days in advance. Should the employee need to change his/her vacation dates due to unforeseen circumstances, the Superintendent or designee will be notified twenty-four (24) hours in advance of the changes, if possible. A new vacation schedule will be set.
- E. Vacation days may be taken in one-half (1/2) or full day increments.
- F. Any employee who is ill and is under a doctor's care or becomes hospitalized during his/her scheduled vacation days may request that these days be applied to sick leave rather than vacation days.

ARTICLE 7 FRINGE BENEFITS

The Board agrees to provide the health care insurance coverage set forth in the Schedule of Benefits, a copy of which is attached as Appendix 1, The vision and dental insurance coverage will continue as is currently being provided. A listing of the vision benefits and dental benefits are set forth in Appendix 2. The insurance plan will include well baby visits and immunizations as part of wellness program.

- A. Health care insurance, dental insurance, and vision insurance will be provided to those employees who request it. The Board will pay the cost minus the required premium payment as outlined below for employees who are schedule for a minimum of six (6) hours per day:

Hours Worked Daily

0 - 1 hr. 59 min.	2/7 of Board's share of above mentioned plans
2 - 2 hrs. 59 min.	3/7 of Board's share of above mentioned plans
3 - 3 hrs. 59 min.	4/7 of Board's share of above mentioned plans
4 - 4 hrs. 59 min.	5/7 of Board's share of above mentioned plans
5 - 5 hrs. 59 min.	6/7 of Board's share of above mentioned plans
6 hours or over	7/7 of Board's share of above mentioned plans

Effective August 1, 2011 in addition to the above required pro-rated premium payments, each bargaining unit member shall pay the following monthly premium:

\$26.29 Single/\$61.22 Family.

Effective January 1, 2012, in addition to the above required pro-rated premium payments, each bargaining unit member shall pay the following monthly premium:

\$42.06 Single/\$97.94 Family

Except for the August 2011 premium payment, all premiums shall be divided equally and deducted from the first two (2) paychecks of each month. The August 2011 premium will be paid in one (1) full payment from the second pay of the month.

Prior to any adjustments being made to insurance deductions, the employee will be notified, in writing, and will be afforded the choice of paying the increase in cash or having the deduction changed. The amount of insurance premiums for short-hour employees will be established no later than October 1st of each year and the premium amounts will not be adjusted during the year. The Board reserves the right to establish the insurance premium amounts every year. The medical and vision premiums will be established effective as of October 1st of each year, and the dental and life premiums will be established effective as of September 1st of each year.

- B. The Board will maintain an I.R.C. Section 125 Plan for insurance premiums only designed to meet the requirements of Internal Revenue Code Section 125 and all applicable regulations.
- C. The Superintendent will notify the President of the Union prior to any anticipated changes to the policy or the carrier.
- D. All insurance benefits will be at the same or improved benefit levels for the duration of the Agreement unless changes are mutually agreed to between the Board and the Union.
- E. The Board will provide a Forty Thousand Dollar (\$40,000.00) term life insurance policy for each classified employee. The employee will share cost for premium payments as outlined in Article 7.A. Subject to the coverage and terms of the carrier, employees may purchase additional term life insurance for him/herself, his/her spouse, and dependents through payroll deduction.

F. In cases where the family insurance plan is requested by a regular short hour employee and more than one (1) member of the family works for the district and qualifies under the policy, the sum of the daily hours by all qualified members of the family will be used to compute the fractional share to be paid by the employee.

G. MEDICAL BENEFITS FOR EMPLOYEES ON LEAVE

1. The Board will share the cost for premium payments as outlined in Article 7.A. for medical benefits for a person who has exhausted sick leave and is unable to work for a period of three (3) months.

The Board will share the cost for premium payments as outlined in Article 7.A. for employees on authorized leaves of absences due to personal illness, injury or dependent care for a period of three (3) months. Should the illness continue, the Board will carry the employee on the payroll records so that the employee will be eligible for insurance coverage. The employee will pay the premium in advance, by the 20th of the preceding month, to the Payroll Clerk, provided the carrier agrees.

2. For leaves of absence for other reasons, none of the cost will be paid by the Board.

3. None of the cost will be paid by the Board for approved - unauthorized or unauthorized days.

4. For medical benefits for employees on a job-related disability, see Article 11 Absences and Leaves at section M. Workers' Compensation.

H. An employee, absent from work one day in excess of 1/2 of the employee's workdays in a month on unauthorized time, and planning to return to work following the unauthorized absence, is entitled to pay his/her full share of the Board paid insurance costs in order to remain a part of the group plan if he/she so desires.

The Board will assume responsibility for its share of any fringe benefits while the employee would normally be receiving regular payroll checks except as in G.1. above. Full-time employees working nine (9) months or more during the school year will have the cost of fringe benefits paid until the first day of the first full month of the following school year.

I. A person on a leave of absence, who will be returning, may continue his/her fringe benefits during the leave by paying the total cost of the benefits in advance, monthly to the Treasurer's office, except as in G.1. above.

J. Any employee who works more than one job or works an irregular number of hours will have his/her fringe benefits, vacation leave, and experience credit figured on the average number of hours worked per day for the month.

K. INSURANCE WAIVER

Any employee who is covered by his/her spouse's family health coverage may waive his/her coverage in writing and receive one thousand dollars (\$1000), or fractional amount based on hours worked per day, per year cash "waiver bonus." The payment will be a lump sum of two hundred fifty dollars (\$250) or fraction thereof at the end of each quarter to be paid on the first non-payroll Friday following the last day of the quarter. The waiver must clearly explain the procedure for enrollment if an employee chooses to return to the plan. An employee will be permitted to rejoin the plan prior to the tenth (10th) of any month. This waiver will occur at the time of initial employment and quarterly thereafter.

The Board agrees to increase the waiver stipend from One Thousand Dollars (\$1,000.00) to Two Thousand Dollars (\$2,000.00), in the event that the percentage of bargaining unit employees who waive coverage increases to 30.5% as of October 1st of any year of this Agreement. If the waiver stipend is increased as is contemplated herein, the increased amount will remain in effect for the plan year ending on September 30th. The Board will make a new determination as to the amount of the waiver stipend based upon the aforementioned formula on each October 1st anniversary date.

L. SERS PICK-UP WITH REDUCTION

The Board of Education of the Geneva Area City School District herewith agrees with the Ohio Association of Public School Employees, Local 307, to pick-up (assume and pay) contributions to the School Employees Retirement System on behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee will be the entire mandated percentage of the employee's compensation. The employee's annual compensation will be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage will apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision will have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up will become effective for the 1989-90 contract year and will apply to all compensation including supplemental earnings thereafter.
5. The employee will be responsible for any and all of the present and future limitations and/or restrictions of the IRS and State Income Tax.
6. Should any type of legal action occur, the employee and/or Union will be responsible for any and all costs and will indemnify the employer from any guilt should this section be ruled illegal.

M. RETIREMENT PAY

1. Retirement pay will be paid to employees who are eligible for retirement payments under the School Employees Retirement System (SERS) and who are retiring from the Geneva Area City Schools on the basis of one-fourth (1/4) of the employee's unused, accumulated sick leave. Retirement pay shall be paid within thirty (30) calendar days of the effective date of the employee's retirement. Such payment shall be considered to eliminate all sick leave accrued by the employee as of their retirement. The retirement payment will be paid at the employee's daily rate at the time of retirement.
2. In the event that an employee dies before retirement, that portion of retirement pay for which that employee is eligible will be paid to the estate of that employee or the employee's named beneficiary under the life insurance provision.

N. FINGERPRINT/BACKGROUND REIMBURSEMENT

Effective immediately following the Board's approval of this Agreement, the Board will pay the total cost of any Board requested or legally required fingerprint and background check for current bargaining unit members (not new hires). Any bargaining unit member due for a fingerprint and background check shall pick up a slip from the Superintendent's office before having it done.

ARTICLE 8 SENIORITY

- A. Experience on a similar job outside the system will apply to the salary schedule but not to seniority.
- B.
 1. The Executive Board of the Union will be provided annually a seniority list indicating, in order of hiring, the names and dates of hiring within each classification upon request.
 2. The official seniority list will be posted annually by October 1. Employees will have ten (10) working days to review the list and notify the Administration of any errors. After the review period has ended, the list will be deemed correct until the next official list is posted.
- C. If an employee submits a resignation and returns before formal Board acceptance of that resignation, his/her seniority will continue uninterrupted and he/she will be able to return to his/her original assignment.

D. SYSTEM SENIORITY

System seniority will be defined as an employee's continuous length of service with the Board as determined by the most recent date of hire or first day worked as a regular employee. Transfers or promotion dates will not be construed to be a "most recent" date of hire.

E. CLASSIFICATION SENIORITY

1. Classification seniority will be defined as the employee's continuous length of service within a particular classification, measured from the date of entry into each classification.

2. Classification seniority will not be transferred between classifications. Transferred employees will start at the first step of the salary schedule of their new classification. Employees transferring to a position within the same classification will be placed on their same step on the salary schedule.
3. If an employee maintains continuous employment in the system, seniority previously earned in another classification will still be honored if an employee returns to a previous classification.

F. TIE BREAKERS

In cases of equal seniority the tie will be broken in the following manner:

1. Whoever has more system seniority will be granted #1 seniority, next highest #2, and so on.
2. Whoever has the earliest application date will be granted #1 seniority, next highest #2, and so on.
3. If a tie still exists, the employees will use a deck of cards. The highest card picked will be granted #1 seniority, next highest #2, and so on (the highest card being an Ace and the lowest being the "2" card).

ARTICLE 9

POSTING AND BID PROCEDURE

A. POSTING

1. When vacancies or newly created positions occur, they will be posted for five (5) working days at all time clocks/bulletin boards and will remain posted for the required length of time before being filled. Each posting will contain the number of days, hours to be worked and the location. Job descriptions for every vacancy or newly created positions (actual job) will be available in each office for the employee's review. The position (actual job) will be posted within five (5) working days of the creation of a new position or when a position (actual job) becomes vacant by Board action.
2. Interested employees must request the position (actual job) in writing to the Superintendent, the position's supervisor and the Union President.
3. During the summer recess a copy of the notice of each vacancy will be mailed to the Union President, or designee. Employees who do not work during the summer months will indicate on their letter of intent that they wish to receive job postings during the summer months.
4. The president of the Union will be verbally notified on the first day of the posting and a copy of the job posting will be mailed immediately. The president will be notified of the name of the employee who was granted the vacant position within five (5) working days of the filling of the position.
5. When the contracted time of a position is increased by sixty (60) minutes or more per day for the Special Needs Assistants or thirty (30) minutes or more per day for all other classifications, or the number of days per week are increased, or the number of months per year are increased, the position will be posted in accordance with the provisions of this article.

6. Should the incumbent employee be displaced due to the utilization of the bidding provisions of this article, then the bumping provisions of Article 10 will be utilized.
7. Employees on an approved leave of absence who successfully bid on a vacant position will not be eligible for any wage and/or fringe benefit increase due the new position until the employee has begun to actually work in the new position.
8. Employees will be limited to two (2) lateral moves per school year.
9. Annually, SNAs/EAs will bid on their assignments prior to the start of the school year. During the school year, if a student leaves the District, all other SNAs/EAs will stay with their original assignment. SNAs/EAs who lose their assignment will not be harmed.

If there is a loss of assignment (less than six (6) hours) and the new assignment is six (6) hours or more, the position will be posted for bid.

B. Vacancies or newly created positions (the actual jobs) will be filled by the following procedure:

1. Within the Classification

- a. The vacant position will be awarded within five (5) working days following posting to the bidding employee with the highest seniority, who has the minimum qualifications relevant to that position.
- b. Any employee, within a classification, who has been tested to enter the classification, will not be tested again for any transfer within the classification.
- c. The employee will be subject to a probationary period of five (5) working days which may be waived or extended to ten (10) with mutual agreement of the supervisor and employee. During that period the employee may choose to return to his/her former position but only after working a full shift. If during the probationary period his/her performance proves unsatisfactory the employee will be reassigned to his/her former position.
- d. The Board will hire a substitute to fill any vacancy created by the bidding employee until that vacancy is filled by the procedure in this Article.
- e. For the purposes of this section, classification will mean the classification having the same or similar duties (i.e. Cafeteria: Manager, Head Cook, Cafeteria Assistant and Cafeteria Monitor).

2. Award Outside the Classification

- a. If no employee within the posted classification applies for the vacancy, the Board will give preference to employees who request the position from another classification on the basis of seniority and minimum qualifications relevant to that position.

- b. The position will be awarded within twenty-five (25) working days following the posting and bid procedure.
- c. The person selected to fill the position will be considered probationary for a period of twenty (20) working days. During the probationary period, the employee or the employee's supervisor, may elect to end the probationary period by having the employee return to his/her former position and salary in his/her classification.
- d. The employee awarded the position, before the first day of work in the new position, may request an unpaid orientation by the supervisor/designee

3. Award Outside the District

Before offering a position to someone outside the District, the Board will follow the recall provisions of Article 10 Staff Reductions.

C. TEMPORARY OPENINGS

Posting

- 1. The Board will post as temporary, positions that are vacant due to the anticipated absence of a regular employee of thirty (30) or more working days. The position will be posted according to Section A above and filled according to Section B above. Only the position that is temporarily vacated will be posted. A substitute will be used to fill the position left by the employee filling the temporary vacancy.

2. Probationary Period

The person selected to fill the position will be considered probationary for a period of five (5) working days. If an employee returns to his/her former position, hourly rate and contract during the probationary period, the temporary opening will then be awarded to the most senior bidding employee, in accordance with Section B above until all bids are exhausted.

3. Returning To Former Position

- a. Upon return of the absent employee or the end of the fiscal year, the temporary regular employee will return to his/her former position, hourly rate and contract.
- b. During the probationary period, the employee or the position's supervisor, may elect to end the probationary period by having the employee return to his/her former position, hourly rate and contract in his/her classification.
- c. When the employee returns to his/her former position, hourly rate and contract, his/her seniority, hourly rate and years of experience will resume where they were prior to the temporary position.

4. Seniority and Experience
 - a. Seniority and experience will be accrued in the temporary position, even if the transferring employee is coming from outside of the classification.
 - b. If the transferring employee is from outside of the classification, the seniority and experience will be applied only after the employee successfully bids for a regular position in the temporary opening's classification.
5. If a regular employee from another classification successfully bids on the temporary opening, the transferred employee will be paid at the appropriate step based upon the negotiated contract and prior Geneva City Schools' experience in the classification of the temporary position.
6. The employee awarded the temporary position will follow the absent employee's work calendar and time schedule.
7. Temporary openings will be re-bid at the beginning of each fiscal year.
8. Changes in insurance caused by the successful bidding employee for a temporary opening will take effect on the first day of the month following the transfer to the temporary position
9. Once transferred to the temporary opening, the employee may bid on other openings. The employee will be considered in their former position for bidding purposes (example: employee comes from cafeteria to a temporary position in transportation and then bids on another position, he/she will be considered as a cafeteria employee).

D. SUMMER WORK

Present employees, who work less than twelve (12) months will be given special consideration for additional summer employment, when such work is available.

ARTICLE 10 **STAFF REDUCTIONS**

- A. When by reason of decreased enrollment of pupils, return to duty of regular classified employees after leaves of absence, financial reasons, or lack of work, the Board may determine that a reduction in staff may be necessary. The number of people affected by such reduction will be kept to a minimum by not employing replacements, insofar as practical, for those employees who resign, retire or otherwise vacate a position.

When it is anticipated that a Reduction in Force (RIF) is necessary, the Superintendent and/or designee will meet with the Local President and/or designees to explain why a RIF is necessary. The purpose of the meeting will be informational. The meeting will be arranged at the earliest possible date and no later than thirty (30) calendar days prior to the effective date of the RIF.

In the case of the Reduction in Force (RIF) of a Special Needs Assistant(s) (SNA), due to a change in an IEP and/or loss of the student(s) during the school year, the Superintendent and/or designee will meet with the Local President and/or designee to explain why a RIF is necessary. The purpose of the meeting is to provide all necessary information (as outlined in B.3.b below) and explain why a RIF is

necessary. The meeting will be arranged at the earliest possible date and no later than two (2) weeks prior to the effective date of the RIF.

In the event the Association disagrees with any aspect of a proposed RIF, the matter shall proceed directly to expedited arbitration.

- B. The Board of Education will determine in which classification(s) the layoffs should occur and the number of employees to be laid off. The following procedure will be implemented in this order.
1. Employees affected by a reduction in force (RIF) will be laid off within a classification according to seniority with the least senior employee being laid off first.
 2. Except for SNA classification as hereinafter provided, employees who are affected by the layoff will be notified in writing a minimum of four (4) weeks prior to the effective date of the layoff. SNA's who are affected by the layoff will be notified in writing a minimum of two (2) weeks prior to the effective date of the layoff.
 3.
 - a. Any employee affected directly or indirectly by such a reduction will be granted bumping rights.
 - b. All employees who may be affected as a result of a RIF and it's procedures will be provided, by hand delivery or employee mailbox (if available) by noon or certified mail, at least five (5) calendar days prior to the bumping meeting, written notice and appropriate information about the positions affected by the RIF action including a current seniority list, job descriptions and a list of positions including the days and hours for the positions affected.
 - c. At no time can an employee bump into a position which will give that employee more than eight (8) hours per day.
 - d. During the bumping meeting, bumping rights will be exercised on the basis of seniority. Any employee affected by such a reduction may displace a less senior employee in the following order:
 - 1) Within the same classification.
 - 2) Within any and all classifications the employee held immediately prior to being in the classification from which the employee was laid off.
 - e. For the purposes of determining bumping rights, there will be established ten (10) classifications as follows:

Bus Driver Personnel
Cafeteria Personnel & Pony Express Driver
Copy Machine Operator
Custodial Personnel
Educational Assistant Personnel
Housekeeping Personnel

Maintenance Personnel
Mechanic Personnel
Receptionist/Phone Operator/Substitute Caller
Secretarial Personnel

4. An employee who bumps under the provisions of this procedure will receive the hourly rate of pay on the new salary schedule at the same experience step which the employee had in the current/former classification, unless the new hourly rate is lower than the old hourly rate. In such case, the hourly rate will be computed by averaging the two (2) hourly rates (i.e. the new rate will be fifty percent (50%) of the difference between the two (2) rates). So long as the Employee remains in the new classification, the Employee's hourly rate will remain frozen until such time as they return to their original or equivalent positions or until the salary of the new position surpasses that which the employee was earning prior to the bumping.
5. Following the bumping meeting, any employee who is laid off will be notified of the same in writing, and the laid off employee will be placed on a reinstatement list.
6. Any vacancy within the classification will be filled according to Article 9 Posting and Bid Procedure. If not filled within ten (10) working days, the position will be offered to the employee on the reinstatement list with a) the most seniority within the classification, or b) if there is no employee within the classification, the most senior employee who is qualified to perform the work. In the event there is no qualified employee on the reinstatement list who is awarded the position, the Board may hire someone from outside the district.
7.
 - a. For the classification in which the layoff occurs, the Board will prepare a reinstatement list and name all employees in the reverse order of layoff. Reinstatement will be made from this list before any new employees are hired in that classification. The current reinstatement list will be provided to the President of the Union.
 - b. If a person placed on the reinstatement list is offered a job for which he/she is qualified, his/her name would be placed on the bottom of the list if he/she refuses the job offered.
 - c. If a person on the reinstatement list is offered a job for which he/she is qualified having the same number of hours and pay rate or more than his/her previous job, his/her name would be removed from the list if the job is refused.
 - d. An employee on the reinstatement list shall be given priority consideration as a substitute, subject to the provisions of Article 15. General Provisions, paragraph J.4. This does not apply to call-offs within an hour or less.
8. The employee's name will remain on the appropriate list for a period of three (3) years from the effective date of layoff. If reinstated from layoff during this period, the employee will retain all previous accumulated seniority and a notice of reinstatement will be made by certified mail. When positions are to be offered to employees on the reinstatement list, a recall notice will be sent

by certified mail, return receipt requested, to all employees previously qualified within the district on the reinstatement list at their last known address. The employee must respond, in writing, within five (5) working days of receipt of the recall notice as determined by the date on the return receipt. Failure to respond in writing will result in the employee being removed from the reinstatement list. The employee is responsible for keeping the Board advised of his/her current address; the Board's notification of recall to the last known address meets the Board's responsibility. Certified letters returned unclaimed or those returned because of an incorrect address supplied by the employee will result in the employee being removed from the reinstatement list. In the event of extenuating circumstances regarding a non-response, proof of such circumstances may be offered to the Superintendent for consideration.

9. Employees who remain on the recall list can continue to pay their premiums for all fringe benefits. This benefit will be provided according to COBRA provisions or may be continued for the entire recall period with the approval of the insurance carrier.

ARTICLE 11 ABSENCES AND LEAVES

A. SICK LEAVE

Employees will accumulate sick leave at the rate of one and one-fourth (1-1/4) times the number of hours worked per day per month to a maximum of the hour equivalent of fifteen (15) days in any year. Sick leave may be used for any of the following reasons:

1. Personal Illness
2. Pregnancy as established by O.R.C. 3319.141
3. Illness in the immediate family. Immediate family is defined as:
 - a. Husband, wife, children, parents, grandparents, grandchildren, and all dependents living in your home.
 - b. Any relative upon Superintendent's approval.
4. Death in the immediate family. Immediate family is defined as:
 - a. Those living in the same household and husband, wife, children, parents, parents-in-law, brother and sister, stepchildren, grandparents, grandparents-in-law, grandchildren, aunt, uncle, children-in-law, sister-in-law, brother-in-law.
 - b) Any relative upon Superintendent's approval.
5. Employees are expected to make appointments, such as doctor or dental appointments, during non-working hours when possible.
6. Any new employee or any employee who has exhausted all earned sick leave will be advanced the hour equivalent of five (5) days sick leave.

7. Employees will be notified of the total number of accumulated sick leave hours in their sick leave account on each paycheck.
8. Employees will be permitted to have a sick leave accumulation of the equivalent of three hundred twenty (320) days. For the purpose of establishing the total sick leave accumulation in hours for each eligible employee, the Board will go back retroactive to 2/17/12 and recalculate accumulation, accruals, and usage based on applicable hours.
9. Employees will be allowed to use sick leave hours on the equivalent of a one-fourth (1/4), one-half (1/2), and three-fourth (3/4) day basis when applicable.
10. When an employee is absent from his/her job for five (5) or more consecutive work days, due to personal or family illness, a written medical statement from the attending physician is required before the employee will be permitted to return to work.
11. The Board will have the right to discipline any employee who shows an obvious pattern of the use of sick leave or more than five occurrences of sick leave per school year and those absences cannot be substantiated.
 - a. An occurrence is any absence where leave is used on one day or consecutive days.

B. PERSONAL DAYS

1. At the beginning of each school year, each bargaining unit member will be granted five (5) times the contracted daily hours of personal leave for use during the year with no stated reason. Bargaining unit members may use personal leave in the hour equivalent of one-fourth (1/4), one-half (1/2) and three quarters (3/4) of a day increments, when applicable. Dual classification employees will have five (5) times the contracted daily hours of personal leave for each position. Such employees may not transfer personal leave hours from one classification to another. Positions that are three (3) or less hours per day shall have a minimum usage of one day at a time. One day shall be equal to the number of hours of the position. For example, an employee with a 2 ¼ hour position must take 2 ¼ hours of personal leave at one time, which is equal to one day of personal leave. Request to use a personal leave hours shall be made through the employee's immediate supervisor at least twenty-four (24) hours in advance, whenever possible.
2.
 - a. No more than ten percent (10%) of the bargaining unit, rounded up to the next number, may be granted a personal leave hours on the same day. Approval of personal leave hours will be granted based upon the earliest date on the written request submitted bearing the employee's signature.
 - b. For the months of April and May, no more than 10% of the bargaining unit in each building will be approved to take personal leave hours on the same day. During this period, all bargaining unit members will be responsible for placing their request for personal time on the designated calendar that will be posted in each building. After having completed this additional step, the remainder

of the requests will then follow the regular established procedures for requesting a personal leave hours .

3. Personal leave hours may be used immediately before or after regular scheduled holidays or vacations. Request for personal leave hours prior to or after regularly scheduled holidays or vacations will be submitted to the employee's supervisor at least three (3) calendar days in advance.
 4. The hour equivalent of up to two (2) unused personal days held by the employee at the end of the school year (June 30th of each year) shall be converted by the Treasurer's Office to the employee's sick leave balance prior to the beginning of the next school year. The conversion of days will be based upon an employee's regularly scheduled hours per day. If an employee holds dual positions, any days being converted to sick leave hours must include the total amount of hours the employee regularly works in the dual positions. Dual position employees may use any combination of personal days (i.e. 3 personal days as a bus driver and 1 personal day in another position) to qualify for the sick leave conversion.
- C. Employees who have one position with the district will be permitted to use authorized absence (without pay) to cover time away from their position to perform other school assignments, whether the school assignment is paid or unpaid.
- D. ATTENDANCE INCENTIVE
1. Any employee within the district who is absent three (3) or fewer days per year, except for professional leave, association leave, authorized absences (on school assignment, jury duty) or vacation leave will be eligible to request payment for up to the hour equivalent of two (2) sick leave days at his/her current rate. Any employee within the district who is absent zero (0) days per year, except for professional leave, association leave, authorized absences (on school assignment, jury duty) or vacation leave will be eligible to request payment for the hour equivalent of up to four (4) sick leave days at his/her current rate. Said sick leave days will be subtracted from his/her total accumulation
 2. If requested, payment will be made on his/her second paycheck in June. Request for payment will be made on or before the last work day of the school year.
- E. Requests for leaves will be returned to the employee within forty-eight (48) hours of the date submitted. Once approved, such leave cannot be rescinded by the Administration.
- F. EMERGENCY LEAVE
1. Emergency leave may be approved by the Superintendent for not more than the hour equivalent of three (3) days in any school year. Emergency leave is not cumulative and will cover any unforeseen combination of circumstances that calls for immediate action.
 2. Employees may use emergency leave days on the hour equivalent of a one-fourth (1/4), one-half (1/2) and three-fourth (3/4) day basis when applicable.

G. PROFESSIONAL DAYS

Employees are encouraged to participate in workshops and conferences, when approved in advance by administration. If a fee is involved, the Board of Education will reimburse the employee the reasonable amount of expenses plus mileage reimbursement. Expenses for meals will not exceed Forty Dollars (\$40.00) per day for each employee. This time will be without loss of pay and will come under the classification of professional days.

H. ASSOCIATION LEAVE

Officers and voting delegates or their alternates, attending an official state or regional meeting, such as conference days of OAPSE, or a classified workshop that falls within the work week, will receive their regular salaries. OAPSE officers and representatives shall be entitled to up to ten (10) days per school year, excluding contract negotiations, for Association Leave; unused days shall be cumulative. This time will come under the classification of Association Leave.

I. ASSAULT LEAVE

1. Assault leave will be granted to any employee who is absent due to a physical disability resulting from an assault which occurs while the employee is fulfilling the duties required in his/her contract with the Board. The employee will be maintained on full school pay status during the period of such disability, or until the earliest time that the employee would be eligible for Disability Leave through the School Employees' Retirement System.
2. Assault Leave will not be charged against sick leave earned or earnable, or other such leave.
3. The Board will require an employee requesting assault leave to return a signed statement justifying the use of assault leave to the Superintendent. The form for this statement will be made available from the secretary in the building where the employee is assigned or from the employee's supervisor.
4. After seven (7) days absence, an assaulted employee will apply for Worker's Compensation and sign an agreement with the Board to allow compensation received for this absence to be paid to the Board.
5. It is assumed that in a case of physical disability medical attention is required. A certificate from a licensed physician stating the nature of the disability and its duration will be required before the assault leave can be approved for payment. Any excess cost of medical examination beyond that paid by the employee's insurance coverage will be borne by the Board of Education.

J. LEAVE OF ABSENCE

1. A leave of absence is defined as a period of extended absence from duty by an employee for which a written request is submitted and approval is given by the Superintendent and the Board of Education. No compensation is paid by the Board of Education to an employee on a leave of absence, except as provided by Article 7 Section G.1. and Article 11 Section K.1. below. The assignment upon return from leave will be to the employee's former position, if possible.

2. A member of the bargaining unit who has served in the Geneva Area City Schools for a minimum of one (1) year may be granted a leave of absence for a period of not more than one (1) school year for educational, professional or other approved purpose. The Board will grant such a leave where illness, dependent/family care, or other disability is the reason for the request. However, no leave of absence will be granted for employment in another occupation or business.
3. A bargaining unit employee, upon return to service at expiration of a leave of absence, will resume the same salary status held prior to such leave. No credit will be allowed on the salary schedule for experience while on a leave of absence.
4. The Superintendent is authorized to set a date upon which the employee on leave of absence must indicate his/her intention to return to duty. If the employee fails to comply with the Superintendent's request by a designated date, or prior to forty-five (45) days before the ending date of the leave, or if no date has been designated, the leave of absence may become a resignation. A one (1) year extension of the original leave of absence may be granted upon a recommendation of the Superintendent with the approval of the Board of Education.
5. The Board will share the cost for premium payments as outlined in Article 7.A. for employees on authorized leaves of absence due to personal illness, injury or dependent/family care for a period of three (3) months.

K. FAMILY MEDICAL LEAVE

1. Eligible bargaining unit members will be entitled to a leave of absence under the Family and Medical Leave Act of 1993 in each school year. The Geneva Area City Schools Board of Education will grant such leave in accordance with the rules promulgated under the Act. The employee will make application for FMLA leave. Where the employee has accrued sick leave, FMLA leave will be used concurrently with sick leave.
 - a. Leave under Family and Medical Leave Act can be used for the following purposes:
 - 1) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
 - 2) Because of the placement of a son or daughter with the employee for adoption or foster care;
 - 3) In order to care for a spouse, or a son or daughter or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition;
 - 4) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee;
 - 5) Because of any qualifying exigency (as the Secretary of the U.S. Department of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or

parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.)

- b. Coverage under FMLA leave will be for twelve (12) work weeks during the school year (July 1 - June 30).
- c. Any alleged violations will be resolved solely through Article 13 (Grievance Procedure).

L. JURY DUTY/COURT LEAVE

- 1.
 - a. An employee who is summoned for jury duty or who is appearing before a court as a subpoenaed witness in a criminal or civil trial will be granted all necessary leave.
 - b. Jury duty pay will not be deducted from the employee's salary.
 - c. Employees will use the authorized absence category on the absence report to file for these days.
 - d. Employees on the second shift will be compensated for actual time missed due to jury duty, which includes travel time and meal time, but must report to work. The supervisor, after discussion with the second shift employee, will determine when the employee should report to work.
- 2.
 - a. Employees who are subpoenaed to court on behalf of the Board for a school-related case will be paid for all time they are required to be present at the courthouse.
 - b. Employees will use the authorized absence category on the absence report to file for these days.

M. WORKERS COMPENSATION

- 1. An employee who is injured on the job will be eligible to receive such compensation and expenses, as determined by the Workers Compensation laws.
- 2. An injury incurred while performing assigned responsibilities will immediately be reported to the injured employee's supervisor and an application will be filed with the Bureau of Workers Compensation/ Managed Care Organization (BWC/MCO) within seven (7) working days.
- 3. The employee has the option to use sick leave or wage reimbursement under Workers Compensation Regulations, but must designate the option of his/her choice at the time of filing the claim.
- 4. Upon return from an injury leave, the employee will return to his/her former position, or equivalent position, and will accrue seniority while on such leave.

5. In a job-related disability leave, the Board will share the cost for premium payments as outlined in Article 7.A. up to a maximum of two (2) years.

ARTICLE 12 HOURS OF WORK AND OVERTIME

A. COMPENSATORY TIME

1. Compensatory time will be granted, at the employee's option, and be granted at time and one-half (1-1/2) for all hours over eight (8) hours on any day or over forty (40) hours in the work week.
2.
 - a. When it is anticipated that compensatory time will be used at a later date, an employee's supervisor will approve in advance any time being worked.
 - b. This advance approval will be forwarded to the payroll department by the supervisor to be placed on file for later reference when the compensatory time is to be made up. Compensatory time will be taken at any time which is mutually agreeable to the employee and the employee's supervisor.

B. OVERTIME

1. The Board will pay for overtime at the rate of time and one-half (1-1/2) for all hours over eight (8) hours on any day or over forty (40) hours in any week.
2. When computing hours worked, the employee will have accrued earnings on the working day before and the working day following the day in which the overtime was worked.
3. There will be an automatic one (1) hour show-up time paid at the rate of time and one-half (1-1/2) to an employee who reports to a building as a result of an alarm drop.
4. Saturday and Sunday Work - Saturday and Sunday work will be paid at time and one-half (1-1/2) for all hours worked over the employee's normal work week.
5. Holiday Work - Holidays will be paid at the employee's regular rate of pay for all hours worked in addition to holiday pay.
6. Overtime will be offered within the building where needed first, then revert to the classification seniority list.
 - a. This will apply to Custodian II & III and Maintenance.
 - b. Housekeepers will have the overtime offered to the person working the section, then the building, and then the classification seniority list.

C. CALAMITY DAYS

1. Evening shift employees will be entitled to one (1) calamity day for each day the students are not in attendance due to calamity. This day may come the evening preceding or the evening of the day of non-attendance by students. If, due to adverse weather conditions, an employee could not work either evening and there was only one day off for students, an opportunity would be set aside to make up the hours at the earliest mutually agreeable convenience.
2. Maintenance workers and custodians will report to their building(s) on Calamity Days as soon as roads permit. It is their responsibility to check heating systems and open up entrance ways and walks leading to the buildings. Such employees will be paid for all hours worked in addition to Calamity Day pay.
3. If an employee reports to work before 6:00 a.m. and school is closed, an employee will be paid for all hours actually worked in addition to the time paid under the calamity provisions.
4. An employee who is called in to work on a calamity day by his/her immediate supervisor, will receive his/her regular rate of pay for all time worked in addition to time paid under the calamity day provisions. These employees will be paid a minimum of two (2) hours.
5. Employees scheduled to work less than twelve (12) months will be paid for any calamity day(s) that are required to be made up following the actual working of that day(s).

D. TWO HOUR DELAY

1. The Superintendent, in conjunction with other school officials, will strive to make a decision by 6:00 a.m. to either close or delay the opening of schools.
2. When an announcement of a Two (2) Hour Delay occurs, all daytime bargaining unit members excluding maintenance, 1st shift custodians, necessary kitchen staff and bus mechanics, will adjust their arrival time by two (2) hours.
3. Maintenance, 1st shift custodians, necessary kitchen staff and bus mechanics will report at their normal start time and will be paid for all hours worked in addition to Two-Hour Delay pay.
4. All bargaining unit members will receive their regular, contracted number of hours of pay for the day regardless of the number of hours actually worked, unless they are asked to work past their normal ending time.
5. Any employee with two (2) jobs in the district will report to their first job, complete their tasks and report to their second job as soon as possible.
6. Any employee with a second job outside of the school district will be expected to make every effort to complete their job within the school district. If it is not possible for the employee to complete all or part of their duties, the employ will notify the Superintendent of such need. The employee may need to provide written documentation to substantiate the request. In this event, the employee will receive the regular compensation regardless of whether or not they worked their entire shift.

7. All 2nd shift employees will report to work at their regularly scheduled times.
8. Should the weather continue to deteriorate, a decision to close schools will be made no later than 7:30 a.m. and communicated to the media. If school is then canceled, all Calamity Day provisions of the CBA will be applied.

E. UNSAFE CONDITIONS

When school is not in session, and the Superintendent determines that an employee's work site/building is unsafe, the employee will be sent home without loss of pay for the employee's regular shift.

F. ASSIGNMENTS AND HOURS OF WORK

1. Any employee whose schedule calls for three (3) or more hours of consecutive work assignment will be entitled to a ten (10) minute rest period within that block of time; the maximum being two (2) such rest periods in a seven (7) hour day.
 - a. Employees who are interrupted during an unpaid lunch time will be paid for such time.
2. No employee will work for less than two (2) hours per day or more than eight (8) hours per day.

G. REGULAR WORK WEEK

1. Normal Work Pattern - The normal work pattern will be five (5) consecutive work days, beginning with Monday and ending with Friday.
2. Consecutive Hours of Work - The hours of work will be consecutive, except for bus drivers and employees who work in two (2) different classifications.

H. ASSUMPTION OF HIGHER WAGE SCALE

Any employee assuming responsibility of anyone on a higher wage scale will receive such increase for all hours worked on such assignment by the Superintendent or designee.

ARTICLE 13 **GRIEVANCE PROCEDURE**

It is recognized that from time to time problems relative to ethics, assignments, or interpretation of policies and discipline will inevitably arise. Most of the problems of this kind should be resolved between the employee(s), and his/her immediate supervisor. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Nothing contained in the procedure will be construed as limiting the right of any employee having a grievance to discuss the matter with any appropriate member of the administration and/or the Union in an effort to resolve the grievance.

A. DEFINITIONS

1. A grievance is a claim by an employee or the Union (hereinafter called the grievant), that there has been a violation of any rule, order, regulation or established policy of the Board, may be processed as a grievance as hereinafter provided.
2.
 - a. If any grievance is not initiated within twenty (20) calendar days after the aggrieved person or persons knew of the event or condition upon which it is based, the grievance will be considered waived.
 - b. Any grievance not answered within the time limit will be deemed resolved by relief requested by the employee or the Union.
3. The number of days indicated at each level will be considered as maximum unless extended by mutual agreement. For the purpose of this Article, a "day" is defined as follows:
 - a. During the school year, days will be the grievant's scheduled work days, excluding Board observed holidays and breaks;
 - b. During the summer recess (when the grievant is not scheduled to work), days will be calendar days, excluding weekends and Board observed holidays.
4. Election of Remedies - A grievant will not be denied his/her legal rights under the law.
5. Any employee will have the right to process a grievance and be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her grievance.

B. PROCEDURE

1. Informal

In the event an employee believes there is a basis for a grievance, the employee will first discuss the alleged grievance informally with his/her immediate supervisor or the appropriate designated person. This discussion will take place within twenty (20) working days of the date on which the occurrence was known.

2. Formal

a. Step One

If the grievance is not resolved as a result of the informal discussion, the grievant and/or the Union may present the grievance in writing to the immediate supervisor or to the appropriate designated person within five (5) working days of the discussion. The immediate supervisor (or designee) will meet with the grievant within five (5) working days after receipt of the written grievance if either the grievant or the supervisor requests a hearing. Within five (5) working days from the receipt of the written grievance or the conclusion of the hearing, the supervisor will respond thereto in writing.

b. Step Two

If the grievant is not satisfied with the disposition of the Grievance at Step One, the grievant and/or the Union may submit the grievance to the Superintendent within five (5) working days from receipt of the response at Step One. The Superintendent will meet with the grievant and representatives within five (5) working days after receipt of the written grievance and will submit his/her answer to the grievant in writing within five (5) working days of the meeting.

c. Step Three – GRIEVANCE MEDIATION

If after receiving the answer in Step Two, the employee remains aggrieved, the employee and or the Union may, in writing to the Federal Mediation and Conciliation Service and the Superintendent request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) working days from the receipt of the answer given at Step Two. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but not later than thirty (30) calendar days from the filing of the request for mediation. If the mediation process is not successful, or is not initiated, and the employee remains aggrieved, the employee may proceed to Step Four.

d. Step Four – BINDING ARBITRATION

- 1) If, after the completion of Step Three, or in the event the grievant or Union does not opt to utilize Step Three, the Grievant remains aggrieved, the Union shall notify the Board, in writing, of its intent to submit the grievance to arbitration. This request must be sent to the Superintendent by the Union within twenty (20) working days following the conclusion of Grievance Mediation or the decision in Step Two if the grievant or Union does not opt to utilize Step Three. The arbitrator will be chosen from a list of seven (7) names furnished by the American Arbitration Association (A.A.A.). All other procedures relative to the hearing with the arbitrator will be in accordance with the rules and regulations of the American Arbitration Association. The Arbitrator's decision will not be appealed to a higher court, by either party, unless the arbitrator's decision oversteps the boundaries of his authority.
- 2) The arbitrator will conduct the necessary hearing(s) and issue the decision within the time limit, as agreed to by the Union, the Board, and the arbitrator. Copies of the decision will be sent to the Superintendent and the Union Representative.
- 3) The arbitrator will not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement, nor add to, detract from or modify the language therein, in arriving at a decision in regard to the grievance.

The arbitrator will be confined to those issues which have been presented and will have no authority to consider other issues which have not been presented for arbitration.

- 4) The decision of the arbitrator will be in accordance with law and will be binding on both the Board and the Union. The arbitrator will determine a losing party, and the losing party will pay the arbitrator's fees and expenses. All other expenses will be borne by the party incurring same.

C. OTHER PROCEDURAL TERMS

1. The written grievance will be on a standard form provided by the Union and will contain a concise statement of facts on which the grievance is based and the relief sought.
2. Copies of the documents, communication, and records pertaining to a grievance which has been lodged will be placed only in the confidential files of the Treasurer of the Board and the President of the Union and will not become a part of the employee's personnel file. The Treasurer will make this information available only to the Board of Education, the Superintendent, and the Courts, by Court Order.
3. No grievant will be represented by an employee organization other than the Ohio Association of Public School Employees, in any grievance procedure initiated pursuant to the procedure.
4. An employee, who on behalf of the Union, is engaged in any professional grievance with a representative of the Board during a working day, will be released from regular duties without loss of pay.
5. The parties who are directly involved in the investigation of a grievance will cooperate with each other and will furnish such information as requested by the other party in order to facilitate the processing of the grievance.
6. Copies of all written decisions resulting from the grievance will be sent to all parties involved, the Union President, the Union Field Representative, the Grievant, the Superintendent, and the appropriate Supervisor.

ARTICLE 14 DUTIES OF BARGAINING UNIT PERSONNEL

A. SECRETARY PERSONNEL

1. Secretaries will work under the direction of the school principal or appropriate administrative supervisor.
2.
 - a. Secretaries will have a one-half (1/2) hour uninterrupted, unpaid lunch.
 - b. Any work related interruption to this lunch period will change the status of this 30 minutes from unpaid to paid.
3. Teachers and students, except OWA/OWE, will not do secretarial duties.

4. Building secretaries will administer medication to students only upon the unavailability of the building principal and assigned school nurse.

B. CAFETERIA & PONY EXPRESS PERSONNEL

1. The cafeteria managers will work under the direct supervision of the Director of Food Service.
2. Cafeteria workers will carry out assignments within their specific job descriptions.
3. Cafeteria workers will wear appropriate apparel while working. On days when each school has a particular theme, cafeteria employees will be permitted to wear appropriate theme clothing.
4. Cafeteria employees will be assigned to lunchroom duty based on seniority. If no one wants the assignment, the cafeteria employee with the least seniority will be assigned to the lunchroom duty.
5. Cafeteria employees working six (6) or more hours per day will have one-half (1/2) hour uninterrupted unpaid lunch.
6. Cafeteria employees who work short hours will be afforded the opportunity to work for an employee who has more hours and a substitute will be called for the employee who is temporarily working more hours. Additional hours will be granted on the basis of seniority within the building.
7. When a cafeteria kitchen is being used, a cafeteria employee will be on duty. This assignment will be awarded according to seniority within the building and then by system seniority.
8. On days that the certified teaching staff is scheduled to work and students are not in session, the regular Pony Express driver will have the option as to whether he/she wishes to drive that day. Should the regular Pony Express driver choose not to drive, his/her duties will be granted to another cafeteria employee on a round robin seniority basis.
9. The Food Service Director has the management authority to move food service staff members to other assignments and buildings, with the consent of the bargaining unit member, to cover staffing needs when substitutes are not available. The assigned employee will not lose time or money as a result of the assignment.

C. DUTIES OF CUSTODIANS/HOUSEKEEPERS

1. Housekeepers
 - a. Housekeepers will be responsible for the general cleaning and appearance of the building and equipment as assigned.
 - b. Housekeepers working in excess of six (6) hours will have a thirty (30) minute unpaid lunch time.
 - c. During the summer months, Housekeepers may work four (4) eight and three quarter (8 ¾) hour days per week, Monday through

Thursday, only 35 hours per week, Monday through Thursday, upon notification to the Superintendent. Once this work week has been established it can only be reversed, each summer, by mutual consent. This will not subject them to the overtime provisions unless they work a fifth day with notification and approval of the Superintendent.

- d. Any time a school is closed to students, Housekeepers employees will work day shift.

2. Custodians II & III

- a. The Custodians II & III will be responsible for the heating, cleaning, and the mechanical operations of the building and will at all times protect the school property. They are also responsible for keeping daily supplies on hand.
- b. A Custodian II & III or Maintenance Worker will be on duty during spectator (defined as ten (10) or more persons) events in the building where the event is being held, and will be paid according to the overtime provisions of this agreement. Should other groups cause additional cleaning to be done, overtime will be authorized.
- c.
 - 1) Custodian II & III Workers who work seven (7) hours or more per day will have one-half (1/2) hour uninterrupted unpaid lunch time.
 - 2) Any work related interruption for Custodians II and III to this lunch period will change the status of this 30 minutes from unpaid to paid.
- d. If the Custodian II or III for a particular building chooses not to work the overtime, the overtime will be offered to the Custodian II's and III's in the other buildings then to Maintenance on a round robin seniority basis.

D. GROUNDKEEPER & MAINTENANCE HELPER

- 1. The duties of the groundskeeper will be to maintain school grounds and be assigned to maintenance work when such work does not interfere with grounds keeping duties.
- 2. The groundskeeper working seven (7) hours or more per day will have one-half (1/2) hour uninterrupted unpaid lunchtime.

3. Maintenance

- a. Maintenance will work under the direct supervision of the Director of Maintenance.
- b. Duties of the maintenance personnel will be as specified on the job description.

- c. All evening duties will be overtime and granted on a round robin seniority basis.
- d.
 - 1) Maintenance Workers who work seven (7) hours or more per day will have one-half (1/2) hour uninterrupted unpaid lunch time.
 - 2) Any work related interruption for Maintenance Workers to this lunch period will change the status of this 30 minutes from unpaid to paid.

E. EDUCATIONAL ASSISTANT

1. Student Monitor

- a. Monitors will be required to obtain an Educational Assistant certificate and will be hired according to O.R.C. Section 3319.081.
- b. Duties of student monitors will be determined by building principal where assigned. A student monitor cannot be used in place of, or as a substitute for, teachers or other certificated personnel except for student control in an emergency absence of certificated personnel, not to exceed ninety (90) minutes. A student monitor will have a high school diploma, possess the ability to work and communicate with others, exhibit the proper attitude towards confidential information and have a genuine interest in children.

2. Classroom/Library/Playground Assistant

- a. Each assistant will have a job description developed by the head teacher and/or principal which will be pertinent to the assignment in which he/she works. The assistant will be required to obtain an Educational Assistant certificate.
- b. An assistant may be used to reinforce a learning concept or skill, but not engage in acts of teaching or instruction. The duties of an assistant will not include the assignment of grades to students. An assistant cannot be used in place of, or as a substitute for, teachers or other certificated personnel except for student control in an emergency absence of certificated personnel, not to exceed ninety (90) minutes.
- c. An assistant will have a high school diploma, possess the ability to work and communicate with others, exhibit the proper attitude towards confidential information and have a genuine interest in children.
- d. All assistants must file a job application form with the Central Administrative office. Contracts or salary notices will be issued to all assistants clarifying hourly rate and applicable fringe benefits.
- e. When necessary, an in-service program will be initiated to train and inform assistants in the system. A teacher to whom an assistant is assigned will make all final determination of the duties to be assigned an assistant.

- f. By mutual consent of the employee and the supervisor, an Educational Assistant may be assigned to perform special needs duties on a temporary basis. For any time spent in the performance of those duties, the Educational Assistant will be paid the Special Needs rate.
 - g. Classroom/Library/Playground Assistants who work short hours will be afforded the opportunity to work for an employee who has more hours and a substitute will be called for the employee who is temporarily working more hours. Additional hours will be granted on the basis of seniority within the building.
3. All assistants/monitors working six (6) or more hours per day will receive one-half (1/2) hour uninterrupted unpaid lunch.
4. Special Needs Assistant
- a. Each Special Needs Assistant will have a job description developed by the principal or administrative designee which will be pertinent to the assignment in which he/she works. The Special Needs Assistant will be required to obtain an Educational Assistant certificate.
 - 1) The Pre-School Special Needs Assistant will be responsible for meeting the educational requirements for initial certification.
 - 2) The Board will provide any physicals and/or immunizations required for employment as a Special Needs Assistant. Whenever possible, this will be paid through the district's health insurance program.
 - b. A Special Needs Assistant may be used to reinforce a learning concept or skill, but not to engage in acts of teaching or instruction. The duties of a Special Needs Assistant will not include the assignment of grades to students. A Special Needs Assistant cannot be used in place of, or as a substitute for, teachers or other certificated personnel except for student control in an emergency absence of certificated personnel, not to exceed ninety (90) minutes.
 - c. A Special Needs Assistant will have a high school diploma, possess the ability to work and communicate with others, exhibit the proper attitude toward confidential information and have a genuine interest in children.
 - d. All Special Needs Assistants must file a job application form with the Central Administrative office. Contracts or salary notices will be issued to all Special Needs Assistants' clarifying hourly rate and applicable fringe benefits.
 - e. Special Needs Assistants will be issued contracts/salary notices with hours to be assigned.
 - f. An in-service program will be held during the two (2) weeks prior to

the start of school each year to train and inform Special Needs Assistants in the system. A teacher to whom an assistant is assigned will make all final determination of the classroom duties to be assigned a Special Needs Assistant within the parameters of "b" above.

- g. Any Special Needs Assistant will fulfill all support duties which are in accordance with the specifications prescribed in a student's IEP.
 - 1) The Special Needs Assistant will attend any and all IEP meetings of an assigned student(s) as directed by the building principal.
- h. The Special Needs Assistant may be assigned to one or more students as long as the support duties specified in the students' IEPs do not conflict.
- i. The Special Needs Assistant will supervise other students as directed by the classroom teacher.
- j. The Special Needs Assistant will not leave a disabled child unsupervised.
- k. The Special Needs Assistant will not be required to lift over forty (40lbs.) pounds (dead weight) without assistance.
- l. The Special Needs Assistant will attend training related to their responsibilities and duties as directed by the building principal and/or special education supervisor. The Board will pay any costs of this training in accordance with Article 11.G. (Professional Days).
- m. If the assigned disabled student(s) is absent, the Special Needs Assistant may be assigned duties consistent with those of an Educational Assistant by the building principal and/or superintendent without loss of pay.
- n. Special Needs Assistants may be assigned to regular education classrooms, special education classrooms, preschool handicapped programs, handicapped bus runs and/or any other location of an identified disabled student.
- o. By mutual consent of the employee and the supervisor, an Educational Assistant may be assigned to perform special needs duties on a temporary basis. For any time spent in the performance of those duties, the Educational Assistant will be paid the special needs rate.
- p. Special Needs Assistants, who are assigned to a different student after the start of the school year, will receive not less than one (1) and no more than five (5) working days for transition. The number of days for transition will be determined by the principal or administrative designee. These days will be spent working with the student's former assistant or principal/counselor in order to develop an understanding of the student's special needs.

F. SUBSTITUTE CALLER

1. The employee who calls substitute teachers and classified staff substitutes will be paid two (2) hours daily for 188 days.
2. Will work under the direction of the Superintendent or designee.
3. Substitute caller will have a phone with voicemail for calling substitutes to which will be paid for by Geneva Schools.
4. No current employee may apply for the substitute caller position who has another position with the district if the total of the employee's scheduled hours for the two (2) positions would be in excess of eight (8) hours per day.

G. COPY MACHINE OPERATOR

1. Will work under the direction of the Superintendent or designee
2. Will not replace Educational Assistants and/or Secretaries
3. Refer to job description
4. Will have a one-half (1/2) hour uninterrupted unpaid lunch time.
5. On days that the certified teaching staff is scheduled to work and students are not in session, the regular Copy Machine Operator will have the option as to whether he/she wishes to work that day.

H. TRANSPORTATION PERSONNEL

1. Duties of the Mechanics

- a. Will work with the direction of the Director of Transportation.
- b. Refer to job description
- c. The Board will maintain an insurance policy to cover the mechanics' personally owned tools.
- d. The Board will provide a uniform service of one (1) uniform per work day to each mechanic. This service will be at no cost to the employee.
- e. Will instruct the drivers on the proper use of the buses.

2. Duties of Bus Drivers

- a. Regular bus drivers and substitutes will conform to all requirements of the State Rules and Regulations, and will be properly licensed, certified, and trained.
- b. The bus driver will maintain proper behavior of pupils on the bus to maintain proper safety of students and bus.
- c. The driver of a bus involved in an accident will notify the proper authorities and the Director of Transportation/designee. The driver will remain with the bus and keep the pupils under proper control until they can be safely removed. An accident report must be filled out for each accident regardless of how minor it may appear.

- d. Drivers are required to attend bus driver's meetings in the district or the county, unless excused by the Director of Transportation/designee, and will be paid for all time spent in such meetings, but not less than two (2) hours.
- e. Drivers will not use tobacco products on their buses.
- f. Drivers will sweep and wash their buses as needed and/or required by the State Rules and Regulations.

3. Absence Reporting

A minimum of two (2) hour notice, when possible, will be given to the Director of Transportation/designee by the drivers in the event they cannot report to work.

4. Absent Driver

- a. When the driver of the longest handicapped route is or will be absent three (3) or more days, the route will be offered to drivers on the seniority rotation list for the duration of the illness.
- b. The route left open by this transfer will be filled by a substitute driver.

5. Payment for Paperwork

All drivers will be paid a minimum of three (3) hours per semester, for all required paperwork, at the driver's hourly rate of pay.

6. Substitutes

Substitutes will qualify for those items listed in Article 14. H. 11 and 12.

7. Bus Route Openings

- a. Each bus route opening will be posted according to Article 9 Posting and Bid Procedure.
- b. During the five (5) working days posting time, any driver who bids on the route and desires to drive the route for a day will notify the Director of Transportation/designee in writing. During the posting period, any driver who has requested a trial run will be given the opportunity to do so based on his/her seniority.
- c. Bus route vacancies will be posted and bid at the Organizational Meeting and the probationary period will begin on the first day of school for five (5) working days which may be waived or extended to ten (10) with mutual agreement of the supervisor and employee. During that period the employee may choose to return to his/her former position but only after working a full shift according to Article-9 - Posting and Bid Procedure. Drivers will be notified by mail, before the close of school, of the date, time, and place of the Organizational Meeting for the coming year.

8. Summer Work

Summer Vo-Ed routes or other regular summer routes will be bid yearly.

9. Routes

- a. Regular routes will be defined as being to and from school each morning and afternoon from storage to storage. These routes are to be bid according to the bid procedure.
- b. Drivers will be given input into any contemplated route changes. Union representatives will be present at these meetings.
- c. Shuttle Runs will be defined as routes that are not a part of a morning or afternoon regular route. These routes will be bid separately according to the bid procedure.

10. Route Timing

- a. Once per school year, if a regular driver feels the route is incorrectly timed, or any time there is a significant change in the route, the route will be retimed by the driver and the supervisor. The request for retiming must be made in writing. The retiming will be done on a mutually agreed date within ten (10) working days of the receipt of the request for retiming.
- b. Re-timing of routes will be timed by the regular driver and the Director of Transportation/designee in the following manner:
 - 1) Timing will encompass Item H.11 from this article.
 - 2) The regular driver will stop at each designated/assigned stop for the allotted period of time whether there is a student there or not.
 - 3) This will be done for the A.M. and P.M. route.
- d. Regular routes may not be reduced by more than fifteen (15) minutes per route in each school year.

11. Time Allocation

Twenty (20) minutes will be allotted for each driving session. Example: Morning-twenty (20) minutes; noon-twenty (20) minutes; afternoon-twenty (20) minutes for the following:

- a. Pre-trip bus inspection and warm-up as required by law.
- b. Bus cleaning and post trip check.

12. Slow Trips

In the case of slow trips, defined as breakdowns, inclement weather, obstructions on highways, trains or delayed buses, the employee will be compensated by completing an overtime form.

13. Transporting Students

- a. Geneva Students

All rules and regulations in the Ohio Administrative Code and the contract governing the transporting students will be followed.

b. DD Students

Any driver transporting DD students will receive all training required by the O.A.C. 3301-83-21 by the first week of transporting such student.

14. Transporting Students/Non-Geneva Schedule

- a. In the event any school(s) for which the school system provides student transportation is in session when Geneva Schools are not, the regular route driver for those routes will have the option as to whether they wish to transport the students or not.
- b. Should the route driver not drive, the transporting of such students will be granted using the round-robin seniority rotation list.
- c. Such runs will be paid at a minimum of two (2) hours per trip or for all time over two (2) hours per trip.

15. Location of Buses

A driver may house his/her bus at his/her home only with the approval of the Director of Transportation/designee. All other housing will be at the discretion of the Director of Transportation/designee and will appear on the Bid Posting Sheet.

16. Bus Use

Drivers will be instructed by the Head Mechanic on the proper use of the bus assigned to them.

17. Round-Robin Seniority List

- a. The round-robin seniority rotation list will begin with the most senior driver on July 1 of each year and end on June 30th of each year.
- b. The seniority list will be posted in the bus garage on the driver's bulletin board and will indicate the trips and the driver assigned to the trips.
- c. On a maximum of five (5) occasions per year, in cases of an emergency field trip, the Director of Transportation /designee will assign a driver. In all such cases, the Director of Transportation/designee will notify the Union's transportation representative by the next work day. The Round Robin Seniority rotation list will be used whenever possible.

18. Extra-Curricular/Field Trip Rate

- a. Except as is provided below for the use of a spare bus, twenty (20) minutes will be allotted for all extra-curricular trips including football games in the evening - regardless of the number of trips

assigned in the morning, noon or afternoon sessions for the following:

- 1) Pre-trip bus inspection and warm-up as required by law.
- 2) Bus cleaning and post trip check.

If a spare bus is used for the extra-curricular/field trip, then in such event, the driver will be paid for thirty (30) minutes for the aforementioned activities.

- b. Employees may request additional time for the cleaning of an exceptionally dirty bus.
- c. Extra-Curricular/Field trips will be paid at the regular hourly rate of the driver and an extra twenty (20) minutes, or thirty (30) minutes if a spare bus is used, will be paid to cover Item a., 1-2 above.

19. Extra-Curricular/Field Trips

a. General

- 1) All trips involving Geneva students must have prior approval by the Administration. Any and all school related events requiring the transporting of Geneva students will be done according to the Ohio Department of Education Transportation Rules & Regulations. A teacher, coach, advisor, or other adult chaperone shall accompany the bus driver on field trips outside the district. Parents continue to have the right to transport their own children if approved by the appropriate teacher, coach or advisor. This procedure applies to all school related trips regardless of who is paying for the trip.
- 2) Drivers having dual classifications will not be permitted to be removed from their dual classifications to take an extra-curricular/field trip.
- 3) Drivers who bid and are assigned to extra-curricular/field trips will remain with the trip for the entire length of the event or activity.
- 4) A driver may be removed from a regular route only if the trip is of three and one-half (3-1/2) hours or more duration.
- 5) Trips of less than four (4) hours duration will be offered to regular drivers and then to substitute drivers.
- 6) The extra-curricular/field trip rate will be calculated based on the driver's rate of pay for the time from picking up bus to storage of bus for driving time. Bus drivers will receive twelve dollars (\$12.00) per hour for all time spent at the destination.
- 7) Two (2) hours pay for cancellation of a trip will be paid to a driver unless the driver has been notified at least one (1) hour before time to report to work and Subsection #8 will apply.

- 8) Any extra-curricular/field trip canceled or postponed will be made up to the driver by granting the driver the next available trip on the round-robin list except as in b(3) below. It will be the driver's responsibility to notify the Supervisor of said cancellation, if necessary. Should a trip be canceled or postponed, the driver will then drive his/her regular route.

b. Organizational Meeting

- 1) At the Organizational Meeting each year, all extra-curricular bus trips which have been planned, such as athletic trips, will be listed for assignment and bid on a seniority basis on the regular round-robin list with each driver having an opportunity to take one (1) trip before any driver is assigned two (2) trips.
- 2) Drivers wishing to take extra-curricular trips must sign up for them, in person, at the meeting unless incapacitated or on school bus assignment.
- 3) Any trip that is bid on at the Organizational Meeting and is canceled or postponed, when rescheduled will be given to the driver who bid on the trip originally.
- 4)
 - a) Any driver who cannot take a trip that he/she has chosen at the Organizational Meeting will have that trip revert to the round-robin seniority list for reassignment.
 - b) Prior to the trip reverting to the round-robin seniority list, the driver will have the option of trading the trip with another driver.
 - c) The Director of Transportation/designee will be notified of any changes by the affected drivers.
- 5) Any driver who waives, or is not given an opportunity, for an assignment at the beginning of the year will have the opportunity to exercise his/her seniority one time during the year as trips become available.

c. Additional Trips During the Year

- 1) These trips will be offered on the round-robin seniority list.
- 2) Sign up for these trips will be at 9:00 a.m. on the first working day of the week at the bus garage.
- 3) Drivers wishing to take these trips must sign up for them, in person, unless incapacitated or on school assignment at that time.

20. Non-Routine Trip Payment

Any non-routine bus trip which requires the driver or a substitute to report at other than his/her regular time will be paid a minimum of one (1) hour at the driver's regular rate of pay.

21. Overnight Bus Trips

a. Overnight bus trips will be handled as follows:

- 1) The driver will be paid for eight (8) hours per day or his/her driving time, whichever is greater.
- 2) The driver will be reimbursed for his/her food and lodging.

I. All bargaining unit employees will be responsible to their assigned supervisors and will be notified of same in writing.

ARTICLE 15 **GENERAL PROVISIONS**

A. EMERGENCY PROCEDURES

1. All classified employees will be instructed by their principal/supervisor on all emergency procedures for their building (i.e., tornado, lock-down, bomb threat, etc.)
2. No classified employee will be required to conduct searches before, during, or after the declaration of an emergency procedure.
3. No classified employee will be required to stay in a building when an evacuation of the building has been declared.

B. CHANGES IN POLICY/GUIDELINES

Classified employees affected by changes in policy/guidelines will be informed of such changes before implementation and at the same time as certified personnel.

C. IN-SERVICE

There will be one (1) in-service session for all employees within their respective classifications.

D. NIGHT EMPLOYEES

Employees who are members of O.A.P.S.E., who work nights, will be released from their job sites for a period of time to attend monthly O.A.P.S.E. meetings, for the length of the meeting up to a maximum of two (2) hours each month, providing the work is made up within the work shift.

E. JOB DESCRIPTIONS

1. Job Descriptions - Each employee will be furnished a copy of his/her job description.
2. Changes in Job Description - Prior to any change in any job description, the employee will be notified of such anticipated change through a meeting between the Union, the employee and the immediate supervisor.
3. Each new employee will be given a copy of his/her job description and instructions from his/her immediate supervisor during the first week of employment.
4. All job descriptions containing a phrase to the effect of "all other duties as assigned by the Principal/Supervisor" will have the duties assigned fall within the scope of the classification.

F. MANDATORY MEETINGS/TRAINING - ALL EMPLOYEES

1. For any meeting called by Administration that is not part of the employee's work day or year, the employee will be paid at his/her rate of pay for time spent in such meeting up to four (4) hours per meeting.
2. For mandatory training that is not a part of the employee's work day or year, the employee will be paid at his/her rate of pay for all hours spent in such training.

G. EMPLOYEE CHAPERONES

Any employee who acts as a chaperone for any school related event will be permitted to use a personal day for this event.

H. LAWS

The employer will comply with all laws regarding the civil and constitutional rights of employees.

I. SEVERABILITY

If any provision of this agreement or any application thereof to any employee or group of employees is held to be contrary to law, then such provision of application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) working days after any such holding for the purpose of renegotiating the provision or provisions affected.

J. SUBSTITUTE WORKERS

1. Substitute workers who work one hundred twenty (120) days during a full school year at one classification will be given a year's credit for experience when hired on a regular basis.
2. A substitute worker who works fifteen (15) consecutive days in the same classification will be placed on Step 0 of the appropriate salary schedule.
3. Substitutes will be called to replace absent employees on the first day of absence. This will apply only for the days that school is in session.

4. Regular employees who have been hired as substitutes in classifications other than their contracted classification(s) will be called to substitute in those classifications before a non-employee substitute is called as long as doing so does not interfere with the employee's regular assignment. Such regular employees will be paid at the substitute rate while working as a substitute in a classification other than their contracted classification(s).
5. No employee will work in a different classification or shift to replace another employee who is absent without the mutual agreement of the supervisor and the employee.
6. The Board will notify the Union of the names of all substitutes employed by the Board and the classification in which they will be used as substitutes.

K. ADDITIONAL TIME

1. Except for Bus Drivers and Special Needs Assistants, short-hour employees within the classification will have the opportunity to replace absent employees within their building who work more hours based on seniority and the Board is aware that the absence will be of five (5) days or more duration. Such short-hour employees will be paid at their regular hourly rate while replacing absent employees who work more hours.
2. When substitutes are unavailable, regular employees who are employed in the same classification in the same building will be offered overtime to do the work of an absent employee.
3. Upon written notification to the Superintendent, any classified employee who wishes to be considered as a substitute and who holds a job in a particular classification will be permitted to work for another employee in the same classification as long as it does not interfere with the employee's regular work day/year. (i.e. 9 months to 10 months, 11, and 12 month; during vacation or school recess - employee's non-working time).

- L. All bargaining unit members will be provided two (2) season passes to all Geneva Area City School home athletic events.

ARTICLE 16 **RIGHTS OF THE UNION**

- A. Following are those rights which may be exercised by the Union:

1. Use of Inter-School Mail - The Union or any committee thereof, will be authorized to use inter-school mail.
2. Bulletin Boards - A building principal or appropriate administrator will designate at least one bulletin board or portion thereof in each building for the general use of the Union. The bulletin board will, where possible, be located in areas readily accessible to and normally frequented by the employees.

3. Union Representation

The president, representing the Union, will be accepted as the official representative at each public Board meeting and time will be granted to attend such meeting without loss of pay, providing time is made up within the pay period. If the president is unable to attend, the president may designate another employee to act as Union representative.

4. a. The Union will be permitted to use school buildings for membership meetings and committee meetings.
- b. The second Saturday in November will be reserved for the Union fundraiser, which will be held in the High School provided the district's building rental policy is followed.
5. The Union will be permitted to use school equipment and school telephones.
6. Union officers and classification representatives will be released from duty to attend grievance hearings without loss of pay and any other Union business upon approval of the Superintendent.

B. NOTICE OF BOARD MEETINGS

Notices prepared for Board members and newspapers for all meetings/work sessions will be sent through the inter-school mail to the president of the Union at the same time they are sent to the Board.

Agendas, with content as prepared for the Board, excluding privileged information, will be given to the President of the Union through the inter-school mail at the same time they are sent out to the Board members.

The President of the Union will be notified of all special Board meetings through the inter-school mail or in an emergency by phone.

C. COPIES OF BOARD MINUTES

The Board agrees to provide the Union with copies of the Board minutes following each Board meeting.

D. UNION DUES/FEES DEDUCTIONS

1. The Union and the Board agree that each and every classified employee in the recognized bargaining unit should contribute equally toward the cost of administering this Master Agreement by OAPSE and for representation of the classified employees in the described bargaining unit by OAPSE.
2. All classified employees who are eligible to hold membership in the Local will become either:
 - a. A member of the Local and execute an authorization for dues deductions on a form provided by OAPSE.
 - b. In the alternative, the Board Treasurer will deduct from the salaries of the employee(s), not applying for membership, a service fee in the

amount set forth in written notification by the Local Treasurer, such notice to be provided not later than September 1 of each year.

- c. Each new employee will be given thirty (30) working days to join the Union, if they so choose. After the thirtieth (30th) working day and no dues deduction form is filed with the Local Treasurer, the Local Treasurer will provide the fair share fee to the Board Treasurer. The Board Treasurer will start the fair share deduction at the next regular deduction pay.
 - d. Any employee who has been declared exempt for religious convictions by SERB will not be required to pay said fair share fee. However, such employee will pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee will furnish to the Union State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment will subject such employee to the same sanctions as would non-payment of Union dues under the agreement.
 - e. In no case will the monthly service fee be in excess of its regular OAPSE membership dues.
3. All bargaining unit members will either authorize payroll deduction for the payment of dues or remit payments, in full, directly to the Local Treasurer.
- a. Such deduction will be made in nine (9) monthly equal installments beginning with the last pay in September. Signed payroll deduction authorizations executed by the members will be continuous from year to year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee. An employee may withdraw membership during a ten day period from August 22 through August 31. Withdrawal of membership shall be made by the employee in writing, executed and delivered during the withdrawal period to the OAPSE State Office.
 - b. Should a member withdraw during this withdrawal period, the Board Treasurer will then deduct according to Section 2b.
 - c. Payroll deductions will occur immediately upon request, or in the case of new employees, immediately upon employment.
 - d. The Board Treasurer will forward to the State OAPSE Treasurer the amount of State dues/fees, along with a complete description by name and amount, for each employee. This will be done within ten (10) calendar days following each deduction.
 - e. The Board Treasurer will forward to the Local OAPSE Treasurer the amount of Local dues/fees, along with a complete description by name and amount, for each employee. This will be done within ten (10) calendar days following each deduction.

4. The Union will defend and indemnify the Board, the Treasurer, their officers, members, agents and assignees in both their individual and demands, suits or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken by the Geneva Area City Schools for the purposes of complying with any of the provisions of this Article, or in reliance on any list, notices, or assignments furnished under any of such provisions. The Union will retain jurisdiction of any appointments of legal counsel for defense and indemnification purposes.

E. LABOR MANAGEMENT

A Labor Management Committee consisting of Geneva Area City School employees from the Union and the Administration will confer on matters of mutual concern; will keep both parties of this Contract informed of changes and developments caused by fluctuating conditions and will confer over potential employee/employer problems. Items to be addressed must have been discussed with the appropriate immediate supervisor prior to placement on the agenda. Grievances and negotiations are not proper subjects for this committee to address. General or summary notes will be taken and distributed. Either party may request a meeting of the Labor Management Committee, but not more than five (5) meetings per year will be held unless mutually agreed upon. The date, time, place and agenda of each meeting will be made in advance. The agenda should reflect a balance of issues between the Union and the Administration.

F. WORK-RELATED SAFETY AND THE SAFETY COMMITTEE

The Geneva Area City Board of Education and OAPSE Local #307 are committed to establishing and maintaining a healthy and safe workplace. In this regard, both the Board and Local #307 will work cooperatively to this end. A district safety advisory committee that includes representatives appointed by the Superintendent from the Board, representatives appointed by the President of Local #307, and other interested parties and stakeholders will be established to help foster safe and healthy practices in the workplace and to communicate district health and safety concerns to the Superintendent.

ARTICLE 17 **INDIVIDUAL RIGHTS**

A. PERSONNEL FILES

1. Personnel records will be filed in the files at the Administration building only. Each employee will have the right to review the contents of his/her own personnel file. A representative of the Union may, at the employee's request, accompany the employee in such review. The review will be made in the presence of the Superintendent/designee.
2. Any employee can request to see, and will be permitted to examine, his/her personnel file, so long as the employee does not remove any article from the file. Any employee may receive copies of any information in the personnel file except as limited herein.
3. Privileged information, such as confidential credentials and related personnel references normally sought at the time of employment are exempted from such review. The administrator will, in the presence of the employee's

authorized representative, remove such credentials and confidential reports from the file prior to a review of the file by the employee.

4. Any employee receiving a written reprimand, or notice that may be put in his/her file and that may be used in any disciplinary action procedures, and is of a disciplinary nature, will be given a copy of said written notice or reprimand indicating that this record will be held in his/her file.
5. Communications including evaluations, recommendations, and derogatory materials which are included in the personnel file, will be called to the employee's attention at the time of inclusion.
6. Employees will have the opportunity to read any material which may be derogatory to the employee's conduct, service, character or personality except as excluded above (i.e., confidential credentials and related personal references.) The employee will acknowledge that he/she has read the material by affixing his/her signature and the date to the file copy. His/her signature will not indicate agreement with the content of the materials but only indicate that the material has been inspected by the employee. He/she will have the opportunity to reply to such derogatory material in a written statement to be attached to the file copy.
7. Anonymous letters and materials will not be placed in an employee's file nor will they be made a matter of record. Any materials placed in the employee's file will carry the date of enclosure and initials of the Superintendent.
8. There will be nothing in an employee's personnel file indicating that he/she has filed a grievance, except while the grievance is pending and unresolved.
9. Any disciplinary action that has been placed in the employee's file will not be used against the employee if within the prior thirty-six (36) months the employee has not repeated the offense.
10. Scheduled leave forms will be kept on file in the Treasurer's Office.

B. EMPLOYEE EVALUATION

1. Employees may be evaluated at least once annually by their appropriate supervisor. The employee will be notified in advance of such evaluation conference at least twenty-four (24) hours prior to the conference.
2. The appropriate supervisor will discuss the evaluation with the employee. The employee may sign the evaluation and will be given a copy of such evaluation.
3. The signature of the employee on the evaluation will not signify agreement or disagreement, only that the employee discussed the evaluation.
4. The employee will have the right to respond to the evaluation, either on the form, or by letter, which will be attached to the evaluation.
5. The appropriate supervisor will not be defined as a GATA bargaining unit member.

C. DISCIPLINARY PROCEDURE

1. Any disciplinary action affecting an employee will be administered with the intention of improving the employee's performance. In furtherance of that end, the Board agrees that whenever possible, a disciplinary problem will initially be resolved between the employee and his/her immediate supervisor.
2. All disciplinary actions, interviews, or verbal reprimands affecting bargaining unit members will be administered in private.
3. A Union representative will be permitted to attend any disciplinary interview, meeting or hearing contemplated by this section.

D. JUST CAUSE

No individual will be disciplined, reprimanded, reduced in classification or compensation, suspended, terminated, adversely evaluated or otherwise deprived of any advantage without just cause.

E. DRUG AND ALCOHOL-FREE WORKPLACE

1. Purpose – the parties acknowledge that it is the policy Geneva Area City Schools Board of Education to maintain a drug and alcohol-free workplace in full compliance with all applicable federal, state and local laws.
2. Reasons for testing – The Board may require an employee, or prospective employee, to be tested for drugs or alcohol for the following reasons or circumstances: a) Post-offer, pre-employment testing; b) Reasonable suspicion testing; c) Post-accident testing; or d) Return to work assessment. The Board and Association agree to abide by the following procedures and requirements as relates to the aforementioned drug or alcohol testing:

a. Post-Offer, Pre-Employment Medical Examination and Drug Testing

As part of the Board's employment procedures, all applicants will be required to undergo a post-offer, pre-employment medical examination and a drug test conducted by a contractor the Board designates. Any offer of employment depends upon satisfactory completion of this examination and/or screening, and the determination by the Board and its examining physician that the person is capable of performing the responsibilities of the position that has been offered.

b. Reasonable Suspicion Testing

Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing at the time the test is requested. A reasonable suspicion test occurs based on:

1. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use.
2. A pattern of abnormal conduct or erratic behavior.
3. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

The observation made must be by a trained supervisor and a second trained supervisor, whenever possible. Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all managers/supervisors will be trained to recognize drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol or both.

c. Post Accident Testing

Post-accident testing will be conducted whenever an accident, as is hereinafter defined, occurs. For the purpose of this type of testing, the Board considers an accident an unplanned, unexpected, or unintended event that occurs on Board property, during the conduct of business, or during working hours, or which involves a Board owned vehicle or vehicle which is used within the employee's scope of employment, and which results in any of the following:

1. A fatality of anyone involved in the accident.
2. Bodily injury to the employee and/or another person that required off-site medical attention away from the Board's place of employment.
3. Vehicular damage in apparent excess of \$2,000.00.
4. Non-vehicular property damage in apparent excess of \$2,000.00.

When such an accident results in one of the situations described above, any employee who directly contributed to the accident will be tested for drugs or alcohol use or both.

d. Follow up Testing after Return-to-Duty from Assessment of Treatment

This test occurs when an employee who has previously tested positive is not terminated because of a decision made not to terminate under the Rehabilitation Option described in paragraph 6 of this Article. A negative "return-to-duty test" is required before the employee will be allowed to return to work. If the employee fails this test, such an event will constitute grounds for termination of employment.

At no time shall the District undertake any random drug testing that is not required by Federal or State law. Except in the case of random testing for CDL holders, any employee who is required to be tested outside of the regular work day shall be paid a minimum of one (1) hour or the actual time, whichever is greater.

3. Testing Procedure – In the case of a “positive” test result, the employee will be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the Employer, and the employee will have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication prescribed by his/her own physician, which may have affected the results of the test.
4. Second Test Option – An employee testing “positive” will have the right to have the secured portion of his/her urine sample independently re-tested by a HHS-certified laboratory of his/her choice and at his/her expense. If the independent retest is “negative” the employee will be permitted to resume work immediately and be reimbursed for the cost of such independent test.
5. Utilization of Grievance Procedure – Any discipline or adverse action imposed by the Employer as a result of this drug and alcohol policy, including the results of chemical testing, will be subject to the grievance and arbitration procedures as provided in the collective bargaining agreement.
6. Rehabilitation Option – In the event that an employee tests positive for a controlled substance or alcohol, the employee may elect to seek rehabilitation (for a first offense only) through an approved treatment program. In the case where there is separate misconduct which is punishable offense the misconduct will be handled as a separate disciplinary matter. A Re-Entry Agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind altering substance, must be signed by any employee electing this Rehabilitation Option. Rehabilitation, whether undertaken voluntarily, or in lieu of discipline, shall be entirely at the employee’s expense and without pay, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies.

GENEVA AREA CITY SCHOOLS

ARTICLE 18 SALARY SCHEDULES – EFFECTIVE JULY 1, 2012

10-Month Secretary – 219 days/year – 7 hours/day
9-Month Substitute Caller – 188 days/year – 2 hours/day

<u>Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>
0	\$13.47	15	\$15.59
1	14.08	20	15.70
2	14.83	25	15.82
3	15.24	30	15.93
5	15.36	35	16.04
10	15.48		

10-Month Rec./Phone Operator – 219 days/year – 8 hours/day

<u>Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>
0	\$12.97	15	\$14.23
1	13.30	20	14.36
2	13.60	25	14.47
3	13.89	30	14.58
5	14.01	35	14.70
10	14.13		

Copy Machine Operator – 188 days/year – 7 hours/day

<u>Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>
0	\$13.13	15	\$14.03
1	13.40	20	14.14
2	13.68	25	14.24
5	13.79	30	14.37
10	13.91	35	14.48

Substitute Copy Machine Operator \$10.69hr.

GENEVA AREA CITY SCHOOLS

ARTICLE 18 SALARY SCHEDULES – EFFECTIVE JULY 1, 2012

*Educational Assistant – 188 days/year

<u>Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>
0	\$12.68	15	\$13.65
1	12.98	20	13.75
2	13.31	25	13.87
5	13.41	30	13.99
10	13.55	35	14.11

Special Needs Assistant – Hours-to-be-assigned

<u>Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>
0	\$12.96	15	\$13.93
1	13.29	20	14.05
2	13.60	25	14.16
5	13.70	30	14.26
10	13.82	35	14.39

Adult Substitute Secretary & Educational Assistant \$10.69/hr.

*An Educational Assistant assigned to a special needs student will be paid an additional \$.25 per hour while the child is enrolled in school.

GENEVA AREA CITY SCHOOLS

ARTICLE 18 SALARY SCHEDULES - EFFECTIVE JULY 1, 2012

CAFETERIA

Manager - 188 days/year

<u>Secondary Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>
0	\$14.56	15	\$15.87
1	15.02	20	15.98
2	15.52	25	16.09
5	15.63	30	16.22
10	15.74	35	16.32

<u>Elementary Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>
0	\$13.88	15	\$15.15
1	14.33	20	15.25
2	14.79	25	15.37
5	14.92	30	15.49
10	15.02	35	15.60

Head Cook - 188 days/year

<u>Secondary Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>
0	\$13.47	15	\$14.74
1	13.93	20	14.85
2	14.40	25	14.97
5	14.51	30	15.09
10	14.63	35	15.20

Austinburg, Cork, GPS

<u>Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>
0	\$13.21	15	\$14.45
1	13.62	20	14.56
2	14.11	25	14.68
5	14.21	30	14.78
10	14.33	35	14.91

GENEVA AREA CITY SCHOOLS

ARTICLE 18 SALARY SCHEDULES – EFFECTIVE JULY 1, 2012

CAFETERIA

<u>Hourly Workers – 188 days/year</u>			
<u>Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>
0	\$12.34	15	\$13.34
1	12.67	20	13.44
2	12.98	25	13.58
5	13.11	30	13.68
10	13.22	35	13.79

Cafeteria Substitute \$10.20/hr.

<u>Cafeteria & Pony Express – 188 days/year</u>			
<u>Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>
0	\$14.89	15	\$15.73
1	15.13	20	15.85
2	15.39	25	15.97
5	15.51	30	16.08
10	15.62	35	16.21

Substitute Cafeteria & Pony Express \$11.81/hr.

All cafeteria classifications excluding substitutes will receive an additional \$115.00/year for uniform allowance. The uniform allowance will be paid at the beginning of each school year.

GENEVA AREA CITY SCHOOLS

ARTICLE 18 SALARY SCHEDULES – EFFECTIVE JULY 1, 2012

MAINTENANCE & CUSTODIAL and HOUSEKEEPING DEPARTMENT

Additional for
Boiler License

*Head Maintenance – 261 days/year – 8 hours/day

<u>Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>	
0	\$17.11	15	\$18.21	
1	17.48	20	18.32	
2	17.86	25	18.43	
5	17.98	30	18.55	
10	18.08	35	18.66	\$700.00
			**	*Boiler License

*General Maintenance – 261 days/year – 8 hours/day

<u>Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>	
0	\$15.50	15	\$16.47	
1	15.74	20	16.60	
2	16.13	25	16.72	
5	16.26	30	16.82	
10	16.36	35	16.93	\$700.00
			**	*Boiler License

*Groundskeeper & Maintenance Helper – 261 days/year – 8 hours/day

<u>Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>
0	\$14.55	15	\$15.49
1	14.78	20	15.60
2	15.15	25	15.71
5	15.25	30	15.83
10	15.37	35	15.94

*Custodian III – 261 days/year – 7.5 hours/day

<u>Secondary Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>	
0	\$15.71	15	\$16.73	
1	16.04	20	16.83	
2	16.37	25	16.94	
5	16.48	30	17.06	
10	16.61	35	17.18	\$700.00
			**	*Boiler License

GENEVA AREA CITY SCHOOLS

ARTICLE 18 SALARY SCHEDULES – EFFECTIVE JULY 1, 2012

***Custodian II – 261 days/year – 7 hours/day**

<u>Elementary</u>				
<u>Experience</u>	<u>Rate</u>		<u>Experience</u>	<u>Rate</u>
0	\$14.85		15	\$16.02
1	15.27		20	16.13
2	15.68		25	16.26
5	15.79		30	16.36
10	15.91		35	16.47
				\$700.00
			**	*Boiler License

Uniform/Clothing Allowance

*The Board will provide six (6) shirts or tops per year to each Custodian II/III and Maintenance upon their request. Said tops will be provided at no cost to the employee.

**Only for Boiler License Holders prior to 7/1/2012

Housekeepers – 7 hours/day

<u>Experience</u>	<u>Rate</u>		<u>Experience</u>	<u>Rate</u>
0	\$13.04		15	\$13.93
1	13.36		20	14.05
2	13.60		25	14.16
5	13.70		30	14.26
10	13.82		35	14.39

<u>Substitute Housekeepers</u>	\$10.69/hr.
<u>Substitute Custodian II/III</u>	\$12.17/hr.
<u>Temporary Custodial Help</u>	\$12.17/hr.
<u>Temporary Maintenance Help</u>	\$10.69/hr.

Student Help – Minimum Wage – Federal Minimum Wage for summer & regular non-school class related work.

State Minimum Wage of % as approved for students in school class related programs.

Work Study Program – 80% of State Minimum Wage

GENEVA AREA CITY SCHOOLS

ARTICLE 18 SALARY SCHEDULES – EFFECTIVE JULY 1, 2012

TRANSPORTATION

*Head Mechanic – 261 days/year – 8 hours/day

<u>Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>
0	\$17.40	15	\$18.52
1	17.79	20	18.63
2	18.18	25	18.74
5	18.28	30	18.87
10	18.39	35	18.97

*Assistant Mechanic – 261 days/year – 8 hours/day

<u>Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>
0	\$16.65	15	\$17.54
1	16.91	20	17.66
2	17.20	25	17.78
5	17.31	30	17.88
10	17.43	35	18.00

**Bus Drivers – 188 days/year

<u>Experience</u>	<u>Rate</u>	<u>Experience</u>	<u>Rate</u>
0	\$16.48	15	\$17.31
1	16.73	20	17.43
2	16.97	25	17.54
5	17.10	30	17.66
10	17.20	35	17.78

Substitute Bus Driver \$13.67

Substitute Mechanic \$14.24

***The Board will provide a uniform service of one uniform per day to the mechanics at no expense to the employee. Mechanics will have their personally owned tools insured by the Board.**

****Board will pay all licensing, testing, and abstract fees required by the Commercial Vehicle Act of 1986 for all bus drivers. Reimbursement will be made within two weeks of the presentation of receipts to the District Treasurer, when possible.**

ARTICLE 19 DURATION

- A. It is agreed that negotiations for the contract period July 1, 2012 through June 30, 2015 are completed with the exception of a re-opener for wages and fringe benefits for 2013-2014 and 2014-2015 school years. This contract includes all items mutually agreed to and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the Board and the Ohio Association of Public School Employees, AFSCME/AFL-CIO, Local #307 in writing. The procedures to be followed are set forth in Article 3 – NEGOTIATIONS PROCEDURES.
- B. All terms and conditions of employment established by this Agreement are effective from July 1, 2012 through June 30, 2015.
- C. This Agreement made and entered into this 15th day of August 2012, by and between the Geneva Area City Board of Education, hereinafter called the "Employer" and OAPSE Local #307, hereinafter called the "Union" for and on behalf of the employees in the bargaining unit set forth in Article 2 of this Agreement.

IN WITNESS WHEREOF the parties have set their hands to this Agreement on the date hereinafter written.

**GENEVA AREA CITY SCHOOLS
BOARD OF EDUCATION**

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES,
AFSCME/AFL-CIO, LOCAL 307**

Ford Behm
Ford N. Behm, President
9/4/12
Date

Ann Craig
Ann Craig, President
Sept. 4, 2012
Date

Mary D. Zappitelli
Mary D. Zappitelli, Superintendent
9/4/12
Date

Trina Bock
Trina Bock, OAPSE Representative
September 7, 2012
Date

Kevin J. Lillie
Kevin J. Lillie, Treasurer
9/4/12
Date

Pegi Shupka
Pegi Shupka, Vice-President
Sept 4, 2012
Date

Chris Zalimeni
Chris Zalimeni, Secretary
Sept. 4, 2012
Date

Lorna Masek
Lorna Masek, Treasurer
9-4-2012
Date

Jeffry Craine
Jeffry Craine, Maintenance Rep.
Sept 4 2012
Date

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Appendix 1

SCHEDULE OF BENEFITS

The Schedule of Benefits is a summary of the Co-payments and other limits when you receive Covered Services from a Provider. Please refer to the Covered Services section for a more complete explanation of the specific services covered by the Plan. All Covered Services are subject to the conditions, exclusions, limitations, terms and provisions of this Benefit Booklet including any attachments or riders. This Schedule of Benefits lists the Member's responsibility for Covered Services and supplies. Network and Non-Network Deductibles, Co-payments, and Out-of-Pocket Limits are separate and do not accumulate toward each other. The Deductible(s) apply only to Covered Services with a percentage Co-payment.

Benefit Period	Calendar Year
Dependent Age Limit	To the date on which the child attains age 26
Pre-Existing Period	None

Except for dependents under age 19, charges for an injury, illness, or related conditions caused by or resulting from a preexisting condition shall not be covered.

A preexisting condition means any condition that existed during the three (3) months just prior to your effective date under the plan for which you or your dependent (age 19 to 26 only) received medical care, services, or took prescription drugs.

A condition will cease to be preexisting after the earlier of:

1. The last day a three (3) consecutive month period ends on or after the effective date for which you or your dependent (age 19 to 26 only) receives no treatment or prescription medication for that condition; or
2. Twelve (12) consecutive months after your coverage begins.

Deductible	Network	Non-Network
Per Person	\$0	\$200
Per Family	\$0	\$400

[Note: when a Member incurs covered medical expenses during the last three months of a Benefit Period, which are applied against but do not satisfy that year's Deductible, those expenses may be carried over and applied against the Deductible(s) for the next Benefit Period, but not the Out of Pocket. If the Deductible is met, there is no carry-over credit given.]

Out-of-Pocket Limit	Network	Non-Network
	\$0	\$1,000
Per Person		
Per Family	\$0	\$2,000

[Note: The Out-of-Pocket Limit includes all Deductibles and/or percentage Co-payments you incur in a Benefit Period. However, Prescription Drug Co-payments, Mental Health/Substance Abuse Services Co-payments and Office Visit Co-payments do not apply toward the Out-of-Pocket Limit. Once the Member and/or family Out-of-Pocket Limit is satisfied, no additional Co-payments will be required for the member and/or family for the remainder of the Benefit Period except for Prescription Drug Co-payments, Mental Health/Substance Abuse Services Co-payments and Office Visit Co-payments.

Lifetime Maximum for All Covered Services **Unlimited**

<u>Covered Services</u>	<u>Co-payments/Maximums</u>	
	Network	Non-Network
Preventive Care	Covered in full	Co-insurance
Well child care	Covered in full	20% Co-insurance
Physician Office Services	\$10 Co-payment	20% Co-insurance
Inpatient Services	Covered in Full	20% Co-insurance
Maximum days per Benefit Period for Physical Medicine, Biologically Based Mental Disorders and Rehabilitation		Unlimited
Maximum days per Benefit Period for Skilled Nursing Care Facility Services		180
Outpatient Facility Services	Covered in Full	20% Co-insurance
Therapy Services (when rendered as Physician's Office Services or Outpatient Facility Services)	\$10 Co-payment	20% Co-insurance
Maximum Visits per Benefit Period for:		
Physical and Occupational Therapy		15 visits
Speech Therapy		20 visits
Spinal Manipulations		20 visits

Other Therapy Services (when rendered as Physician's Office Services or Outpatient Facility Services)	Network Co-payment based on setting where Covered Services are received: when rendered in Physician's office, the \$10 co-pay would apply; when rendered in Outpatient facility, it would be covered in full just like any outpatient services.	Non-Network Co-payment based on setting where Covered Services are received: when rendered in Physician's office, the 20% co-insurance would apply; when rendered in Outpatient facility, it would be covered at 20% co-insurance.
Diagnostic Services	Covered in Full	Covered in Full
Emergency Room Services <i>(If admitted directly from the Emergency Room, the Emergency Room Co-payment for that visit is waived)</i>	\$50 Co-payment	\$50 Co-payment
Urgent Care Center Services	\$10 Co-payment	\$10 Co-payment
Ambulance Services	Covered in Full	Covered in Full
Home Care Services Maximum Visits per Benefit Period	Covered in Full	20% Co-insurance 180 visits
Hospice Services Maximum days per Benefit Period	Covered in Full	20% Co-insurance 6 months in Hospice 180 days home or outpatient-lifetime benefits
Medical Supplies, Durable Medical Equipment, and Appliances NOTE: Physician office Co-payments are applied rather than the Network Co-payment listed above if medical supplies, Durable Medical Equipment, or appliances are obtained in a Network Physician's office.	Covered in Full	20% Co-insurance
Maternity Services	Covered in Full	20% Co-insurance
Mental Health/Substance Abuse Services Inpatient Services Maximum days per Benefit Period Outpatient Services Maximum visits per Benefit Period Alcoholism Services Maximum visits per Benefit Period	Covered in Full	20% Co-insurance None 20% Co-insurance None 20% Co-insurance None

Prescription Drugs

Retail Pharmacy (Network and Non-Network)	30 days
Mail Service	90 days

Network Retail Pharmacy	
Prescription Drug Co-payment:	
Generic Drugs	\$10 Co-payment
Brand name Drugs	\$20 Co-payment

Mail Service Program	
Prescription Drug Co-payment:	
Generic Drugs	\$15 Co-payment
Brand name Drugs	\$30 Co-payment

Note: Certain Diabetic and asthmatic supplies are covered in full. These supplies are not covered if obtained from a Non-Network Pharmacy.

Appendix 2

Vision Insurance

Exam up to a maximum of \$70.00
Single lens up to a maximum of \$75.00
Bifocal lens up to a maximum of \$105.00
Trifocal lens up to a maximum of \$135.00
Contacts up to a maximum of \$135.00
Frames up to a maximum of \$100.00
See Schedule of Insurance Benefits booklet.

Dental Schedule of Benefits

Eligibility

Dependent Age	End of calendar year of age 19; or to end of the calendar year in which the child attains age 24 if allowed as a federal exemption
Benefit Period	Calendar Year
Deductible	
Individual	\$25
Family	\$75
Deductible/Co-Payment	Deductible and Copayment do not apply to Diagnostic Application and Preventative Services and to X-ray exams, including full mouth

Dental Benefits

Diagnostic and Preventive Services	\$100% Reasonable Charge (RC)
Primary Services	80% RC including Periodontic Services
Prosthetic and Complex	80% RC
Orthodontic Services	50% RC

Payment Maximums

Benefit Period	\$2,000 for all Covered Services, except Orthodontia Services
Lifetime	\$1,500 for Orthodontia Services per dependent child to age 19