



**THREE YEAR
NEGOTIATED AGREEMENT**

BETWEEN

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
CHAPTER #482**

AND

THE ELMWOOD BOARD OF EDUCATION

**EFFECTIVE DATE OF THIS AGREEMENT IS
July 1, 2012 THROUGH June 30, 2015**

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ARTICLE 1 RECOGNITION

The Board of Education of the Elmwood Local School District, hereinafter referred to as the "Board," and OAPSE/AFSCME Local 4/AFL-CIO and its Local #482, hereinafter referred to as the "Association," agree as follows:

1.1 Bargaining Agent

The Board recognizes the Association as the sole and exclusive bargaining agent for all employees as defined in Section 1.2 of this Article.

1.2 The Bargaining Unit

The bargaining unit shall consist of all regular full-time and regular short-hour non-teaching employees employed by the Board who are regularly assigned to work in the following classifications:

Custodial/Maintenance	Transportation
Cafeteria	Secretarial

Exclusions from the bargaining unit shall include, but not be limited to, Professional, Confidential and Management Level employees and Supervisors, all as defined in ORC Chapter 4117. Also excluded are the staffs of the Superintendent and Treasurer, substitutes, and all certificated/licensed teaching personnel, the head mechanic, aides, the network administrator, the facility/maintenance supervisor, and the maintenance supervisor.

ARTICLE 2 PROCEDURES OF NEGOTIATIONS

2.1 Negotiation Terms

2.11 The Board, or the designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. Neither party shall have control over the selection of the other party's team members.

While no final agreement shall be executed without ratification by the Association and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations.

2.12 Each negotiating team will be limited to a maximum of six (6) members. Each team may also have one (1) observer present at each negotiation session.

2.13 The expense of any consultants shall be borne by the party requesting or hiring them.

2.14 Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be shared equally by the Board and the Association.

2.2 Exchange of Information

Prior to and during the period of negotiations, or impasse provisions, the Board and the Association agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

2.3 Request for Meeting

Upon receipt of a written request for an initial negotiation meeting either party will have (5) days to reply to the request. A meeting date shall be agreed to within ten (10) days of such initial request. Such initial request shall not be made earlier than seventy-five (75) days prior to the termination date of this Agreement. All days referred to in this Section shall be work days.

2.4 Submission of Issues

All issues for negotiations by the Association and employer shall be submitted in writing through complete proposals at the first meeting by both parties. No additional proposals or issues shall be submitted by either party following the designated meeting, unless, agreed by both parties.

2.5 Negotiations Procedures

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

2.52 Upon request of either party, the negotiating meeting shall be recessed to permit the requesting party a period of time to caucus in private not to exceed thirty (30) minutes per request.

2.53 During negotiations, interim reports may be made to the Association by its representatives and to the Board by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

2.54 News releases at the conclusion of negotiations shall be made only by mutual agreement as to when and content of the release.

2.55 No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

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

2.6 Agreement

- 2.61 When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the Agreement together to determine the accuracy of the document. If the Agreement is then in proper form it shall be submitted to the Association for ratification and the Board for adoption. When adopted by the Board, the Agreement shall become binding on both parties. Said Agreement shall be signed by the Board's representative and by the Association's representative within thirty (30) days of tentative agreement.
- 2.62 Prior to the agreement being presented to the Association and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

2.7 Disagreement

- 2.71 In the event an agreement is not reached by negotiations within thirty (30) days of the date of the expiration of this Agreement and after full consideration of proposals and counter-proposals, either of the parties shall have the option of declaring impasse.
- 2.72 Impasse is when after many bargaining sessions have been held the position of parties have become intransigent pertaining to unresolved negotiations issues.
- 2.73 If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
- 2.74 The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service.
- 2.75 The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- 2.76 The Mediator has no authority to recommend or to bind either party to any agreements.
- 2.77 If the impasse is not resolved following mediation, the Board and/or the Association may distribute a status report concerning the negotiations. Following mediation, the Association may conduct a strike and the Board may lock out the employees in the bargaining unit. Employees in the bargaining unit shall not receive compensation from the Board during the period of a strike or lockout. The Board shall not lock out bargaining unit members covered by this Agreement during any strike by any other bargaining unit of the District. Nothing in this Article shall be read to prohibit the Association after mediation efforts have been exhausted and, after ten (10) days written notice, from exercising its rights pursuant to ORC 4117.14.

- 2.78 The parties agree that the alternate dispute resolution procedure provided above shall supersede the provisions of ORC 4117.14 (C) – (Fact-Finding).

ARTICLE 3 **EMPLOYEE RIGHTS**

3.1 Employee Rights

Employees shall have the following rights in addition to the rights contained in any other portion of this Agreement:

- 3.11 The right to use without charge Board bulletin boards and mailboxes, and other means of communication other than school mail for the posting or transmission of information or notices concerning Association matters.
- 3.12 The right to review personnel files and any other records dealing with employees when accompanied by the correct employer.
- 3.13 The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees on the effective date of this Agreement.
- 3.14 The right to receive two (2) copies of any budget or financial material submitted at any time to the Board. Cost of documents to be paid by the Association.

3.2 Restriction on District Negotiations and Agreements

Consistent with Ohio law, the Board agrees that during the period of this Agreement, it will not conduct negotiations, enter into any agreement or permit any other organization to be recognized on matters concerning the rights of bargaining unit employees covered by this Agreement and/or OAPSE without prior notice to and approval by OAPSE. This Section shall not operate to bar negotiations on matters which the Board and Association may mutually agree to negotiate or may negotiate pursuant to Ohio law.

3.3 Distribution of Agreement

Within thirty (30) days after the execution of this Agreement, the Board shall print or duplicate and provide a copy to every employee in the bargaining unit.

Any new employee who becomes a member of the bargaining unit or any current member wishing to have a copy of this agreement shall contact the Association Treasurer. Any written changes agreed to by the parties to this Agreement during the life of this Agreement shall be provided to each bargaining unit member upon written request to the Association Treasurer.

ARTICLE 4 **ASSOCIATION DUES CHECKOFF**

- 4.1 The Board agrees to deduct from the pay of bargaining unit employee dues for the Ohio Association of Public School Employees (OAPSE) and Local #482 when so authorized in writing by an employee. Deductions shall be taken from the twenty-six (26) pays received

by the affected employees. However, dues deduction would end when an employee's employment ends -- regardless of what point in the year that occurs. Association members' annual local dues will be deducted and sent to the local Association Treasurer by separate check on or before November 1st.

- 4.2 For as long as it is legal to deduct such contributions from paychecks, individual authorization, and/or revocation forms for annual state dues and AFSCME-PEOPLE deductions shall be supplied by the Association no later than September 15, and when executed shall be filed with the Board's Treasurer by the Association's Treasurer. All deductions shall be transmitted by the Board's Treasurer to the State Association's Treasurer within fifteen (15) days of said deduction. The revocation period shall be from September 5 through September 15.
- 4.3 The Association agrees to indemnify and hold the Board harmless against any and all claims that may arise out of or are in any way related to the deduction of dues pursuant to this Article.
- 4.4 Fair Share Fee. If OAPSE dues paying membership reaches 51% of all eligible employees in the bargaining unit, then the parties will initiate a fair share fee provision the following October as follows:

The Association shall notify all non-members of their obligation to pay service fees and such notification will include the procedures for payroll deductions and direct cash payments. The Association must provide a procedure for non-members to recover any portion of the annual fees which is expended for activities or causes of a political nature or involving controversial issues of public importance only incidentally related to wages, hours, and conditions of employment.

The Association agrees to notify all non-members of their right to become members of the Association.

The Board will provide a payroll deduction for fair share fees, in the same fashion as dues, upon receipt of a list submitted by the Association to the Board Treasurer each school year providing the names of fair share payers and the amount of fair share fees to be deducted for each no later than October 1st. No fair share fees will be deducted without this written notification from the Association.

The Board also agrees to promptly transmit all names and amounts deducted to OAPSE in the same manner as authorized dues deductions and will furnish the Association with a name list and amount of fees/dues actually deducted.

The Association shall indemnify and save the Board harmless against any liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Agency Shop provision.

ARTICLE 5 **SENIORITY**

- 5.1 System seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire.
- 5.2 Job classification seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. Job classifications shall correspond with the job classification set forth on the salary schedule as published by the Board.
- 5.3 Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time employees subject to the terms of this Agreement. Only regular full-time or regular part-time employees shall accumulate seniority.

ARTICLE 6 **TRANSFERS**

- 6.1 All classified staff shall have the right to request a transfer to any vacancy for which they are qualified. A vacancy shall be defined as a position unfilled, one which will be open in the future, or a new position currently not in existence.
- 6.2 All job vacancies (bids) shall be posted for a minimum of five (5) working days. The bargaining unit members desiring the posted position shall submit their bid in writing to the office of Superintendent prior to the close of the bid period. All postings shall contain the position's location, shift, hourly rate and pay range, and minimum qualifications as established per the job description. A copy of all postings shall be sent to the Association President.
- 6.3 Transfer requests shall be made in writing to the Superintendent. The assignment of classified staff is the responsibility of the Superintendent. No assignment is regarded as permanent. The major criterion for making building assignments is to meet the needs of the school system as determined by the Administration. All vacancies created as a result of resignation, retirement, terminations, transfer, death of employee, or upon the creation of a new position will be attempted to be filled in a timely fashion from the close of the posting period, if the Board determines to fill such vacancy(s).
- 6.4 If the Board decides to fill a vacancy, the Board and/or its designee will first conduct an internal search among current employees to fill the vacancy. If, in the sole discretion of the Board and/or its designee, no qualified candidates are found internally, the Board and/or its designee may conduct an external search among the general public to fill the vacancy. If more than one employee applies for the job and they both are qualified and all things are equal, the most senior employee shall receive the job.
- 6.5 All summer work will be offered to bargaining unit members prior to non bargaining unit members so long as the person is qualified for the position. Rates of pay are to be set by the Board.

- 6.6 The Association shall be provided with a current seniority list of all employees contained in the bargaining unit. The Association President will be notified of all newly hired bargaining unit employees.
- 6.7 The Board may place substitutes or long-term substitutes into positions temporarily vacated by long term leaves of absence of regular bargaining unit members. However, in all other circumstances, the Board must post a vacancy that it intends to fill within thirty (30) work days of the determination to fill such vacancy.

ARTICLE 7 LAYOFF AND RECALL

7.1 If it becomes necessary to reduce the number of employees in a job classification due to lack of funds, or lack of work, the following procedures shall govern such layoffs:

- (A) The number of people affected by reduction in the force will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate a position.
- (B) Whenever it becomes necessary to lay-off employees because of reasons stated above, affected employees shall be laid off according to seniority within their job classification, with the least senior employee laid off first. When an employee can no longer exercise her/his classification seniority, she/he may exercise their system seniority to displace a less senior employee in an equal or lower paying classification position with equal or less hours where the employee has the required qualifications in accordance with the job description. Laid-off employees with experience in a higher paying classification within the last five (5) years may displace a less senior employee in a higher paying classification position with equal or less hours where the employee has the required qualifications in accordance with the job description. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular classification. Authorized Leaves of Absence do not constitute an interruption in continuous service. In the case of identical seniority, employees with the same hire date shall be awarded seniority by alphabetical order.
- (C) In those circumstances where reductions of employees may be avoided or minimized by reducing hours, the Superintendent will meet with the Association President to discuss this option prior to any final action.

7.2 The following classification shall be used for the purpose of defining classification seniority in the event of layoff:

- | | |
|----------------|--------------------------|
| A. Cafeteria | C. Custodial/Maintenance |
| B. Secretarial | D. Transportation |

7.3 The Board shall determine in which classification the layoff should occur and number of employees to be laid off. In the classifications of layoff, employees on probation shall be laid off before any employee in that classification employed on permanent status is laid off.

- 7.4 No employee on recall shall be offered a vacant position with the Board until currently employed employees have exhausted their right to request a transfer.
- 7.5 Seniority lists shall be furnished to the Association upon request. Each employee to be laid off shall be given advance written notice of the layoff. Each Notice of Layoff shall state the following:
- a. Reason for the layoff or reduction
 - b. The effective date of layoff
 - c. A statement advising the employee of his/her rights of reinstatement from the layoff.
- 7.6 Recall from layoff shall be in reverse order of classification seniority. Recalls which occur in the classification of layoff shall be offered to the employee standing highest on the recall list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the recall list.
- 7.7 Recalled employees must report for work within five (5) days of notification or they will be considered to have forfeited any right to continued employment, unless an extension is granted by the Administration.
- 7.8 The employee's name shall remain on the appropriate list for a period of two (2) years from the effective day of layoff. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority. Any notice of reinstatement shall be made by certified mail.
- 7.9 To the extent permitted by law, conflicting provisions of this Article are intended to supersede any contrary or conflicting provisions of the ORC.

ARTICLE 8 **SICK LEAVE**

- 8.1 Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. Unused sick leave shall be accumulated up to 275 days. The parties agree that sick leave for part-time employees will continue to accrue and be credited in accordance with the parties' current practice. For example, an employee regularly assigned a 5-hour work day will be credited fifteen (15) 5-hour days of sick leave per year.
- 8.2 Sick leave may be used for absence due to personal illness, illness or disability caused by pregnancy, injury, exposure to contagious disease, which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. The term "immediate family" is interpreted by this Board to mean spouse, children and parents.

If a husband and wife are both employed by the Board, both spouses cannot take paid sick leave for the same day as a result of illness or injury of a parent or child. However, if the illness or injury is serious, the Superintendent may grant paid sick leave to both spouses.

The Superintendent will also grant sick leave for appropriate bereavement or the opportunity to attend the funeral for other relatives of the employee, including brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any reference to those considered as "step" child, mother or father, as well as other relatives living in the household of the employee. Personal leave, if available, would be granted for additional time off beyond what is granted by the Superintendent for these events.

- 8.3 Any accumulated sick leave of a person separated from any other public service shall be transferable up to a limit of fifty (50) days.
- 8.4 If sick leave is taken and medical attention was required, the Board may request a signed statement to justify the use of sick leave. If an employee has missed at least two weeks of work as the result of a medical problem, the Board may require the employee to submit a statement from a physician stating that he/she is physically and/or mentally capable of returning to work and performing all of the duties of the position they held prior to the medical episode. If a physician is unwilling to make such a statement, the employee shall be required to remain off work until such time as a physician will submit the above statement as to the employee's health.
- 8.5 For calculation purposes a day is defined as the number of hours the employee is currently assigned to work (e.g. an employee working four (4) hours per day would accumulate one and one-fourth (1 -1/4), 4-hour sick days per month).
- 8.6 The Board will advance five (5) days of Sick Leave per year to new employees who have not yet earned Sick Leave and to other employees who have exhausted their accrued sick leave. Any advance is to be repaid by the employee's subsequent sick leave accrual within the contract year of the advancement. Advancements shall immediately be deducted from future accumulations and/or deducted from the employee's final check if the employee is no longer employed with the Board and has not accumulated enough for repayment of said advancement(s). Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence without approved leave.

ARTICLE 9

OVERTIME

- 9.1 Except for regular short-hour employees, the standard work week shall be Monday thru Friday, eight (8) hours per day, forty (40) hours per week. Overtime rates (time and one-half) will be paid for all hours actually worked over 40 hours per week. All work performed on Sunday shall be paid at the rate of double (2) time. All work performed on Holidays shall be paid at time and one-half (1 1/2) the regular pay in addition to the Holiday pay. Except in emergencies (e.g., alarms, break ins), the Superintendent and/or Principal must give prior approval for any overtime work, work performed on Sundays, and work performed on Holidays.

- 9.2 Custodial overtime will be provided utilizing a seniority based revolving rotation; however, the supervisor may deviate from the rotation where circumstances warrant same (i.e., nature of the work, limited notice, emergencies, etc).

ARTICLE 10 CLASSIFICATION PAY

The Board agrees that if an employee is requested to and does perform work that normally is performed by an employee holding a higher classification, and such performance exceeds three (3) **consecutive** working days, that such employee shall be placed on the salary schedule for the position in the higher classification (based upon the replacement employee's experience). It shall be retroactive to the first day.

ARTICLE 11 TRANSPORTATION

- 11.1 There will be three (3) meetings during the school year at which time scheduled field trips will be offered. These meetings will correspond to the sports seasons.
- 11.2 A sheet of field trips that have been received after the seasonal sign up and by the 10th of the month will be distributed to the regular drivers. Sign up will be held the 15th of the month. Drivers may attend sign up at the designated time or can submit their sheet noted with which field trips they are interested. Field trips will then be assigned according to the seniority list on a rotational basis. Field trips that are not received in time for the monthly sign up will be offered by the Transportation Supervisor according to the seniority list.
- 11.3 All field trips that regular drivers cannot drive because of time conflict with their regular routes or field trips not chosen from steps #1 and #2 above will comprise the list of field trips that will be available to sub drivers. The Transportation Supervisor will assign all of these trips to the drivers, attempting to balance each driver's schedule.
- 11.4 If a field trip is cancelled, the driver loses that trip.
- 11.5 If a field trip is split, the driver will be paid the sum of \$20.00 in addition to his/her time worked in getting students to the event and in getting students from the event back to the District.
- 11.6 If assigned driver is unable to drive, the Transportation Supervisor will offer the field trip according to the current seniority list. If the notification is within twenty-four (24) hours of the field trip, the Transportation supervisor may assign the field trip at his discretion.
- 11.7 If no one takes a trip when it is offered, it will be assigned to that person holding the least seniority of those wanting to take field trips.
- 11.8 The building principal will be responsible for providing student orientation at the beginning of each school year to include bus rules and regulations. These rules may be periodically reviewed during the year.

- 11.9 Regular runs take priority over field trips for safety reasons. Drivers should check with the Transportation Supervisor on special occasions.
- 11.10 Part of driver responsibility includes completion of necessary paperwork. Paperwork on field trips is to be completed and turned in to the Central Office in ten (10) working days.
- 11.11 Substitute drivers will not be hired for one run. In fairness to the sub drivers, when hired they will run both elementary and secondary routes.
- 11.12 All field trips will be paid a minimum of two (2) hours. Drivers signed up for and who show up for a trip without prior notice of the bus not being needed will be paid the two hours.
- 11.13 Any costs related to obtaining Driver Abstracts, will be paid by the Board. Drivers must sign a release form to allow the District to obtain the abstract.
- 11.14 Costs incurred for bus licenses will be paid by the Board. This includes CDL requirements. The Superintendent or designee will schedule the classes for the driver to attend. Drivers obtaining licenses from other sources will be responsible for any costs.
- 11.15 For mid-day segments, the drivers shall be compensated at his/her regular hourly rate and be guaranteed a minimum of two (2) hours.
- 11.16 Drivers are responsible to sweep the interior of his/her bus daily and to keep windows clean at all times.
- 11.17 Drivers will be paid a flat rate for overnight trips of \$100.00 per day. (One overnight trip equals two days of pay, two overnights equal three days of pay, etc.) The driver's lodging will be paid for or reimbursed (usually where the student group is staying). Reimbursement for food will be made at the maximum of \$30.00 per day with receipts of expenditure.
- 11.18 Preschool routes will be run Monday through Thursday unless operation of the preschool program is changed to some other schedule. If a vacancy occurs as to a preschool route, the most senior driver will be offered the vacancy; if declined, the route will then be offered to the next most senior driver until the vacancy is filled. A preschool route is recognized as a mid-day segment subject to the 2-hour minimum guarantee under Section 11.15 of this Article.

ARTICLE 12 **VACATION (12 Month Employees)**

- 12.1 After completion of one (1) year of service, all full-time employees shall receive two (2) weeks vacation with pay.
- 12.2 After completion of ten (10) years of service, all full-time employees shall receive three (3) weeks of vacation with pay.

- 12.3 After completion of fifteen (15) or more years of service all full-time employees shall receive four (4) weeks vacation with pay.
- 12.4 After completion of twenty (20) or more years of service all full-time employees shall receive five (5) weeks vacation with pay.
- 12.5 Vacation requests will not be authorized during the two-week period prior to the opening of school in August/September, the first week of school after summer break, or the last week of school before summer break. This requirement may be waived at the discretion of the Superintendent or his/her designee.
- 12.6 Vacation schedules shall be requested at least two weeks in advance. This requirement may be waived at the discretion of the Superintendent or his/her designee. Disapproval of vacation requests must be provided to the employee within five (5) days of the request.
- 12.7 Employees are expected to use vacation time. Unused vacation time may be accumulated not to exceed the time credited for the two (2) preceding years. Upon separation from employment, an employee's entitlement to compensation for accrued, unused vacation leave shall be pursuant to state law, (Ohio Revised Code Section 3319.084).

ARTICLE 13 SALARY SCHEDULE

For the period of this Agreement, wages will be increased as follows:

2012-2013	(effective July 1, 2012)	1.5%
2013-2014	(effective July 1, 2013)	1%
2014-2015	(effective July 1, 2014)	1%

Salary schedules reflecting these provisions are in Appendix "A".

- 13.1 All employees will receive paychecks through direct deposit only.
- 13.2 The total amount of salaries shall be paid in twenty-six (26) installments. In a calendar year in which there are twenty-seven (27) Friday pay days, there shall be three (3) weeks between the first and second pays in July.
- 13.3 The Treasurer shall normally distribute salary notices to each employee no later than July 1 for the succeeding school year. However, when the salary schedule for the succeeding year has not been agreed upon by July 1, the Treasurer shall then distribute salary notices within thirty (30) days after the new salary schedule has been established.

ARTICLE 14 GRIEVANCE PROCEDURE

- 14.1 The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby bargaining unit members can be assured of a prompt, impartial and fair

hearing on their grievance. Such procedures shall be available to all members of the Association and no reprisals of any kind shall be taken against any member of the Association initiating or participating in the grievance procedure.

14.2 A Grievance is a claim by a member of the bargaining unit or the Association that there has been a violation, misinterpretation or misapplication of the provisions of this Negotiated Agreement.

14.3 Grievance Procedure

Step I Any member having a grievance shall first discuss such grievance with his immediate supervisor within five (5) working days from the date of the incident giving issue to the grievance, or when the member reasonably should have known of the incident.

Step II If, as a result of the discussion, the matter is not resolved to the satisfaction of the member, within five (5) working days from the date of the meeting in Step I, the member or the Association shall set forth the grievance claim in writing to the member's supervisor or the appropriate designated person. The supervisor shall communicate his/her decision to the member and/or the Association in writing within five (5) days of receipt of the written complaint.

Step III If the grievance is not resolved in Step II, the member or the Association representative may appeal the supervisor's decision to the Superintendent within five (5) days from receipt of the written response. The Superintendent or his/her designee shall give the member and/or the Association representative a response in writing within five (5) working days after the receipt of the appeal.

Step IV (Optional) If the Association is not satisfied with the disposition of the grievance by the Superintendent, the Superintendent and the Association may mutually agree to refer the grievance to mediation (FMCS). The Association must notify the Superintendent within five (5) working days following the decision at Step III, if it is interested in considering mediation. All costs associated with mediation shall be equally divided among the parties. If either party becomes dissatisfied with the mediation process, it can notify the other party of its intent to terminate mediation. The Association shall have ten (10) working days from the date mediation is terminated to elect to proceed to Step V and request binding arbitration.

Step V If a satisfactory disposition of the grievance is not obtained through either Step III and/or Step IV, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. Such appeal must be taken within twenty (20) working days of either the decision in Step III or the termination of mediation in Step IV (which ever is later). Arbitration shall be commenced by the Association filling a notice with the "statement of grievance" attached thereto with the FMCS, and a copy of the notice served on the Superintendent. The Association shall request the FMCS to provide a list of arbitrators. The arbitrator shall be

chosen from the list provided by the alternate strike method, flipping a coin to determine who strikes first. Related grievances involving the same party or parties, claim(s), provision(s) and/or arising out of the same set of facts or occurrences, will be consolidated for arbitration. If the parties cannot agree on a consolidation, the first arbitrator selected will decide the issue of consolidation before deciding either arbitrability or the merits of any case.

14.31 Grievance Forms

- (A) Any grievance must be filed on the authorized grievance form – (see attached). The grievant must specify on the form (1) the date of the incident giving rise to the grievance, (2) the nature of the grievance (i.e. the member or Association's contention), (3) the specific provision(s) allegedly violated, and (4) the relief requested.
- (B) The authorized grievance form shall be made available to any employee requesting such, either through his/her supervisor or Association representative.

14.4 Power of the Arbitrator

- (A) The arbitrator shall have no power to add to, subtract from, disregard, modify, change or alter any of the provisions of this Agreement and shall expressly confine him/herself to the precise issue(s) submitted. S/he shall not make any award which is inconsistent with the terms of this Agreement or contrary to law.
- (B) The arbitrator shall have no power to establish salary schedules or change salary schedules.
- (C) The arbitrator shall have no power to decide any question which, under this Agreement, is solely within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management except as it may be conditioned by this Agreement.
- (D) In the event that a case is appealed to an arbitrator on which s/he determines s/he has no power to rule, it shall be referred back to the Association, with a notification to the Administration without decision or recommendation on its merits. If "arbitrability" is an issue in a grievance (i.e. the Board has raised the issue in one or more of its responses preceding Step V) it must be resolved by the arbitrator prior to the arbitrator conducting a hearing on the merits of the case unless otherwise agreed by the parties.
- (E) The arbitrator's decision shall be final and binding upon all parties involved and shall serve as the final step of the grievance procedure.

14.5 Fees and Expenses of Arbitration

The total cost of the arbitration (which shall include any initial fees, the expense of the arbitrator and any other costs associated with the arbitration (i.e. room rental, etc.)) shall be

paid by the losing party. As a part of the award, the arbitrator shall assess costs and if one party does not clearly prevail, the arbitrator shall determine the amount to be paid by each party. Each party shall be responsible for the expense of its own representation and any witnesses it may call.

14.6 Time Limits

- (A) The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties involved.
- (B) Failure by the member grievant and/or the Association to appeal to the next step within the time limits specified shall be considered as a resolution of the grievance at the current level and further appeal shall be barred.
- (C) Failure by the Administration / Board to issue a decision on a grievance within the specified time limits shall be considered as a denial of the grievance and the matter will automatically advance to the next step.
- (D) The failure of either party to meet the time limits shall not be construed as precedent.

ARTICLE 15 ASSAULT LEAVE

- 15.1 Notwithstanding the provision of ORC Section 3319.141, the Board will grant assault leave to covered employees absent due to physical disability resulting from assault under the following conditions:
 - 15.11 Any classified employee who must be absent from his or her duties due to physical disability resulting from an assault while working or participating in school-related activities, on or off school premises, before, during, or after school hours, provided that such assault is also directly related, attributable to or arising out of the employment by this system of the employee will be paid his or her full schedule compensation for a maximum period of thirty (30) days. If permanently disabled, the employee must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave".
 - 15.12 Before assault leave can be approved, the employee must agree to file criminal charges against the assaulting party or parties and shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, and the cause thereto, including the location and time of the assault, name and address of the victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the employee shall also furnish to the Superintendent a statement of the nature of the disability and its duration, which has been signed by a physician licensed in the State of Ohio.

- 15.13 Falsification of either the written, signed statement of the event or circumstances surrounding the assault, or the physician's statement, shall be grounds of suspension or termination of the employee.
- 15.14 Assault leave which is approved by the Superintendent shall not be charged against sick leave earned or earnable by the employee or any other leave to which the employee is entitled. Assault leave benefits shall not be paid if Worker's Compensation benefits are paid to the employee.
- 15.15 Assault leave shall be conditioned upon the employee's cooperation in any prosecution or discipline of the person(s) assaulting the employee.

ARTICLE 16 **SEVERANCE PAY**

- 16.1 The maximum number of days for which payment will be made shall not exceed sixty (60) days. This maximum will be figured on the basis of 25% of accumulated sick leave up to 240 days.
- 16.2 No severance pay will be paid until the Treasurer has received a copy of the employee's first retirement check or documentation from SERS the employee has been approved for retirement. In order to be eligible for severance pay, an employee must have served a minimum of ten (10) consecutive years with the District.
- 16.3 For calculation purposes, a day is equal to the average number of hours the employee would have worked under their classification. (i.e. Custodial - 8 hours, 6 hours, 4 hours; Secretarial - 8 hours, 7.5 hours; Cooks - 4 hours, 6 hours, etc.).
- 16.4 The estate of any employee who dies would receive severance pay provided the employee was eligible for severance as set forth herein, at the time of death.

ARTICLE 17 **RETIREMENT OPTIONS**

17.1 Employment Of Retired Bargaining Unit Members With Prior Service in the District

The parties agree to abide by the following terms and conditions relating to the reemployment of a bargaining unit member following such member's service retirement. Specifically, the parties agree that:

- a. The Board is under no obligation to employ any retired bargaining unit member and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a bargaining unit member retires from the District. However, where a vacancy exists which the Board may fill with a qualified individual not already employed by the Board, it may consider the employment of retired employees.

- b. A "retired" bargaining unit member receiving health insurance benefits through SERS and who is employed or re-employed by the Board will agree to waive any and all right to health insurance coverage as a condition of employment (or reemployment) in addition to waiving eligibility for any opt-out amounts that might otherwise be payable for such coverage. The parties further agree that such bargaining unit members will be required to execute an appropriate waiver declining the Board's coverage and eligibility for an opt out, if any, upon such employment or re-employment.

To the extent that a retired bargaining unit member previously covered by SERS loses coverage through changes in SERS regulation, state law or through legal action, such bargaining unit member would immediately be eligible to participate in the Board's health insurance coverage (or opt out) on par with any other employee, notwithstanding the aforementioned waiver.

- c. Salary placement for years of service granted for retired bargaining unit member by the Board shall be at the discretion of the Board, not to exceed five (5) years. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable, and the parties expressly agree and fully intend this provision to supersede and take precedence over any and all inconsistent or contrary state or federal statutes, laws and/or regulations.
- d. Bargaining unit members returning to employment with the Board after retirement will be zero (0) upon such employment and all references in the collective bargaining agreement to years of service with the District, etc. shall mean years of service earned after employment by the Board following retirement.
- e. Bargaining unit members employed by the Board after retirement shall be restricted to one (1) or two (2) year limited contracts of employment, which shall expire without notice to the employee or further action by the Board. Such retirees may be subsequently re-employed, but only under such one (1) or two (2) year limited contracts and without expectation of re-employment. Retirees are not eligible for continuing contract status, regardless of the number of limited contracts obtained following retirement.
- f. For purposes of reduction in force bargaining unit member employed by the Board after retirement shall be the first to have their contracts suspended pursuant to a reduction, in order of seniority (date of re-employment) of the bargaining unit member, and prior to the suspension of any limited contract bargaining unit member and continuing contract bargaining unit member. Retired bargaining unit member may be re-employed following a reduction, but shall have no right of recall.
- g. There will be no severance pay available for retired bargaining unit member employed by the Board.
- h. Except as otherwise set forth in this provision, bargaining unit member employed by the Board after retirement shall be subject to all the rights and privileges in this Agreement.

- i. The parties hereto expressly agree that this provision, including the health insurance waiver, contract sequence and limitations set forth above, supersedes any inconsistent or contrary state or federal statute, law and/or regulation.

ARTICLE 18 **WORK WEEK**

- 18.1 The work week shall consist of forty (40) hours per week. This Section shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District.
- 18.2 Principals/Supervisors are responsible to set starting and ending times with the approval of the Superintendent.
- 18.3 All custodians and secretaries in the bargaining unit will be regularly scheduled to work eight (8) hours per day. As part of their eight (8) hour day, the employees will receive a one-half (1/2) hour uninterrupted, paid lunch time. Principals or other administrators will schedule lunch times so that as many employees as possible are available to work.

ARTICLE 19 **EMPLOYEE EXPENSES AND MATERIALS**

19.1 Tools

The Board agrees to provide all tools, equipment and supplies reasonably necessary for performance of employment duties.

19.2 Safety Equipment

Should the employment duties of an employee reasonably require use of any equipment or gear to insure the safety of the employee or others, the Board agrees to furnish such equipment or gear.

19.3 Physical Examination

The Board agrees to pay any of the out of pocket cost of any medical examination required as a condition of employment or continued employment limited to the provisions outlined in Chapter 33.

19.4 Board Provided Clothing

19.41 Regular bus drivers will be provided a lightweight jacket in 2013-2014. A winter jacket will be provided only to a newly hired regular bus driver.

19.42 Regular custodians will be provided five (5) shirts each year that must be worn while on duty.

- 19.43 Regular cafeteria workers will receive five (5) tops each contract year.
- 19.44 Consistent with the above, Board provided clothing will be made available no later than the first week in November.
- 19.45 Employees receiving Board provided clothing are expected to wear such clothing to the extent practical.

ARTICLE 20 **HOLIDAYS**

20.1 Each regular non-teaching school employee on an eleven (11) or twelve (12) month basis, whether salaried or compensated on an hourly or per diem basis, is entitled to a minimum of the following holidays for which he shall be paid for his regular salary of the regular rate of pay provided such employee worked on the scheduled work day immediately before and after such holiday or was properly excused from attendance on either or both days:

- | | | |
|------------------------|------------------|-------------------------------|
| New Years Day | Memorial Day | Friday after Thanksgiving |
| Martin Luther King Day | Independence Day | Christmas Day |
| President's Day | Labor Day | Day before or after Christmas |
| Good Friday | Thanksgiving Day | |

20.2 Each regular non-teaching school employee employed on a nine (9) or ten (10) month basis whether salaried or compensated on an hour or per diem basis, is entitled to a minimum of the following holidays for which he shall be paid his regular salary or the rate of pay, provided such employee worked on the scheduled work day before and after such holiday or was properly excused from attendance on either or both days:

- | | | |
|------------------------|------------------|-------------------------------|
| New Years Day | Memorial Day | Friday after Thanksgiving |
| Martin Luther King Day | Labor Day | Christmas Day |
| President's Day | Thanksgiving Day | Day before or after Christmas |
| Good Friday | | |

20.3 A regular non-teaching school employee employed less than nine (9) months shall be entitled to a minimum of those holidays enumerated in the foregoing two paragraphs which fall during the employee's time of employment.

20.4 When a legal holiday falls on a Saturday the preceding Friday shall be considered to be the holiday. When a legal holiday falls on a Sunday the following Monday shall be considered to be the holiday. When the legal holiday falls on a regular working day during the employee's vacation period, one additional day will be added to the vacation period, or compensatory time off will be granted at another date agreeable to both parties of the negotiations.

ARTICLE 21 **CALAMITY DAYS**

- 21.1 All employees shall be paid their appropriate rate of pay for all days or a part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity; however, all 260 day/twelve month employees are expected to report to work (once roads are considered safe with no loss of pay) on calamity days for their normal rate of pay.
- 21.2 Calamity days shall be counted as days worked for the purpose of determining the rate of overtime work payment.
- 21.3 Calamity days are called for the safety of students. Some other than 260 day employees may be required to report on such days as determined by the Superintendent. These include cooks, and secretaries. On such days employees will receive time and a half as authorized by the Principals/Supervisors with approval of the Superintendent.
- 21.4 In light of the pay received on the calamity day(s), employees will not be paid for any days scheduled as make up days for calamity days.

ARTICLE 22 **LEAVE OF ABSENCE**

Upon written request the Board may grant a leave of absence for a period of not more than one (1) year for education or professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request. (In accordance with ORC Section 3319.13.)

ARTICLE 23 **WORKER'S COMPENSATION**

- 23.1 All employees covered under this Agreement are protected under the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
- 23.2 An injury incurred while performing assigned responsibilities shall be reported in writing to the injured employee's supervisor or other designated representative and an application may be filed with the Bureau of Workers' Compensation.
- 23.3 If the basis for a Board approved leave of absence is the result of an allowed Worker's Compensation claim in which the Board was the employer, the Board shall continue to pay their portion of the hospitalization and life insurance premiums for the employee involved in accordance with other Sections of this Agreement for a maximum of 120 calendar days, provided the employee is not eligible to take retirement including disability retirement through the School Employees Retirement System.

23.4 If the injured worker has available sick leave, salary shall be continued in lieu of temporary total compensation. Only if and when sick days are exhausted, and the injured worker has not returned to work, will BWC benefits be applicable.

ARTICLE 24 **PERSONAL DAYS**

24.1 Personal leave shall be granted to allow an employee to meet personal business that cannot be conducted at times other than during scheduled work hours.

24.2 Each employee may be granted three (3) days of personal absence per school year. New employees hired during the fiscal year (July – June) shall be granted personal leave during their first year on a pro-rata basis in accordance with the following schedule:

<u>Hire Date</u>	<u>Personal Leave Days</u>
July 1 – Oct. 31	3
Nov. 1 – Feb. 28/29	2
Mar. 1 – June 30	1

24.3 Supervisory restrictions may be imposed on personal leave under the following conditions:

- a) When an employee is receiving remuneration from outside sources other than the District.
- b) When a planned personal leave is applied for the day before or after a holiday.
- c) When a planned personal leave falls at an unreasonable time period during the school year (e.g. at the beginning or ending of the year)

24.4 Employees may request an unpaid personal leave day to be approved by the Superintendent. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence without approved leave.

24.5 The personal leave form shall meet the same requirements as the negotiated agreement.

24.6 All unused personal leave shall be converted to sick leave on June 30th of each year.

ARTICLE 25 **ASSOCIATION WORKSHOPS**

The Board agrees to permit the officers of the Association to attend all OAPSE Workshops held on OEA Day with no loss of wages. In order to be paid, the officers must sign in at the beginning of the meeting. Other Association members must request and be granted prior approval to attend the above mentioned workshop from the Superintendent.

ARTICLE 26

HOSPITALIZATION / MAJOR MEDICAL / DENTAL / LIFE INSURANCE

26.1 Hospital/Major Medical Insurance

26.11 The amount of the Board-paid premium for the PPO health insurance plan applicable to District employees will be as follows:

- Single – 90%
- Family – 85%

Coverage and benefit levels will include the following specifications:

	DEDUCTIBLE		COINSURANCE		OUT OF POCKET MAX	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Single	\$100	\$200	90%	70%	\$200	\$400
Family	\$200	\$400	90%	70%	\$400	\$800

Office visit co-pay: \$10

26.12 The prescription coverage plan is as follows:

	Retail	Mail
Generic	\$5	\$10
Formulary	\$20	\$20
Non-Formulary	\$30	\$30

26.13 If both husband and wife are employed by the Board and both are eligible to participate in health insurance benefits, 100% of a family plan will be paid by the Board.

The above agreement shall apply to those employees who are scheduled to work 20 hours or more per week for the Board.

26.14 For those employees working less than 20 hours per week for the Board, the following amounts shall apply:

Single and Family Plan at 50%

26.15 Waiver of Coverage

- A. An employee who elects to decline family and single Hospital/Major Medical Insurance, via a written waiver, shall be entitled to receive three thousand dollars (\$3,000) per fiscal year. This payment will be made through the District’s Section 125 Plan in twenty-six (26) installments coinciding with regular payroll assuming that the employee has not re-enrolled in the Board’s plan during the prior fiscal year. Employees electing to waive this insurance coverage from the Board agree to remain

out of the Board's insurance plan for at least one (1) year from the open enrollment date. If the employee waives coverage from the Board and subsequently involuntarily loses his/her other insurance coverage, he/she can apply to re-enroll in the Board's plan in less than one (1) year's time, beginning with the first day of the month following notification of the involuntary loss of other coverage. This waiver of coverage option is not available when both spouses are employed by the Board.

- B. In order to elect this option and receive this additional compensation for the upcoming school year, the employee must complete, sign and file with the Board's Treasurer a form indicating his/her election no later than September 1 in the new school year. Failure to submit the required form by the designated date shall result in a disqualification from payment in lieu of insurance as set forth herein.
- C. If an employee selects payment in lieu of insurance as set forth above, but leaves active pay status or returns to the Board's Hospital/Major Medical Insurance as set forth above at any point prior to the end of the contract year, the employee will be paid a pro-rated amount based upon the proportional amount of time he/she was in active pay status for the contract year. In determining the proportional amount, only full months of non-coverage will be counted.
- D. This Section does not apply to an employee regularly scheduled to work less than twenty (20) hours per week.

26.16 It is the responsibility of the employee to see that the proper forms are filed with the Treasurer's office to obtain insurance through the District.

26.2 Life Insurance

The Board shall provide a life insurance policy for each bargaining unit employee value of \$35,000.

26.3 Dental Insurance

The Board shall provide and pay 100% of single coverage and 85% of family coverage of a dental plan for bargaining unit members and their dependents.

Maximum benefit each calendar year for Class I, II and III services.

Lifetime maximum for Orthodontic services per person \$1000.00

Individual deductible	\$100.00
Family deductible	\$200.00

Percentages of payment of Reasonable and Customary Charges covered dental expenses...

Class I	100%	Class III	80%
Class II	80%	Class IV	60%

*Eligible dependent children to age 19 only. No adult orthodontics.

For those employees working less than 20 hours per week for the Board, the following amounts shall apply:

Single and Family Plan at 50%.

ARTICLE 27 **USE OF SCHOOL FACILITIES**

The Board agrees to permit the Association the use of school buildings for meetings without charge so long as they do not obstruct regular school use or promote the obstruction of normal school activities.

Said meetings shall not exceed such time as the buildings are regularly serviced by the maintenance staff.

ARTICLE 28 **EMPLOYEE EVALUATION**

28.1 During the term of this Agreement an evaluation system will be put into effect that will result in the evaluation of every classified employee each school year.

28.2 The Administration is responsible for placing the evaluation system into effect and carrying it out.

28.3 The existence of an evaluation procedure will not be deemed to create an expectancy of continued employment for any bargaining unit member.

ARTICLE 29 **SCHOOL FUNCTIONS**

Any regular full-time and regular short hour non teaching employees and one guest shall receive a free pass to all athletic functions. These passes are not transferable.

ARTICLE 30 **EMPLOYEE WORK CALENDAR**

The Administration shall provide a calendar yearly to each employee, designating their work days and paid holidays.

ARTICLE 31 **TUITION REIMBURSEMENT**

31.1 Four thousand dollars (\$4,000) shall be budgeted per school year (July 1-June 30) for the reimbursement of tuition expenses.

- 31.2 Academic courses must directly relate to a school related position and must be pre-approved by the Superintendent.
- 31.3 Budgeted money will be granted based upon date of application, with those applying first receiving the benefit first. The maximum per employee will be five hundred dollars (\$500.00) per employee. An employee must apply as soon as she/he is aware that she/he will be taking a course for which reimbursement would apply. Reimbursement will not be made until the course has been successfully completed with a passing grade.
- 31.4 No bargaining unit member shall be reimbursed more than the actual cost of tuition paid by the bargaining member.

ARTICLE 32 **FAMILY AND MEDICAL LEAVE**

Bargaining unit members shall be entitled to leave as provided in the Family & Medical Leave Act and its associated regulations. For purposes of this Section, "12 month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The employee would be entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period.

Only non-teaching employees who have worked at least 1,100 hours for the employer over the last contract year prior to the Family Leave request are eligible for Family and Medical Leave.

SECTION 33 **CRIMINAL RECORDS CHECKS**

An applicant may be employed conditionally pending the results of the criminal records check. If the criminal records check contains a disqualifying conviction or a guilty plea, the conditionally employed applicant may be summarily dismissed based upon the BCII and/or FBI report. The FBI and BCII criminal records check reports are not public records and are confidential. However, these reports may be reviewed by the Board of Education, school administrators, and the applicant who is the subject of the report.

It is acknowledged by the Board and the Association that criminal investigation reports are required not only for applicants, but also for all employees on a periodic basis as required by law. The Board may discharge any employee upon receipt of a criminal records check disclosing a conviction or guilty plea pertaining to any of the offenses outlined in the ORC prohibiting the Board from employing the individual. Such discharge shall be without the necessity of proceedings under this Agreement or any applicable statute, to formally terminate such employee's contract of employment.

The Board shall pay the entire cost of all records checks. Bus drivers will be subject to criminal records check every six (6) years in conjunction with recertification.

ARTICLE 34 **SCHOOL CALENDAR**

In February of each year, the Superintendent will submit three (3) calendars for the upcoming school year and may submit three (3) calendars for the following school year. The members of the bargaining unit will vote on the three calendars. The Association President who shall submit the results to the Superintendent. Both parties agree that the voting in no way binds the Superintendent or the Board in adopting a school calendar.

ARTICLE 35 **SUBCONTRACTING**

For the period of July 1, 2012 through June 30, 2015, the Board shall not reduce the regularly scheduled hours, lay off or terminate an employee or a position as a direct result of sub-contracting. Nothing herein shall preclude the Board from utilizing third parties to deliver necessary services to the District as it has in the past. This provision expires by its own terms on June 30, 2015.

ARTICLE 36 **LABOR MANAGEMENT COUNCIL**

Representatives of the Association and Board agree to meet upon request of either party within thirty (30) calendar days to cooperatively discuss problems and mutual concerns in an attempt to foster and maintain positive labor/management relations.

Composition of the council will be up to four (4) members of the Association and up to four (4) representatives of the Administration/Board. A set of protocols by which the Council will conduct meetings will be developed by the Council at its first meeting.

ARTICLE 37 **DRUG AND ALCOHOL TESTING PROCEDURES:**
OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991

Drug and alcohol testing for drivers shall be pursuant to policy established by the Board (#4126A, adopted January, 1996). Covered employees will receive pay, at the employee's regular rate of pay for the actual time spent for random, post-accident and reasonable suspicion testing only, to a maximum of two (2) hours.

ARTICLE 38 **DISCIPLINE**

- 38.1 No employee will be disciplined arbitrarily or capriciously. The Board agrees to follow traditional principles of progressive discipline, recognizing that some or all preliminary progressive levels may be bypassed in a case of serious misconduct. The progressive levels of discipline are:
- A. Documented verbal warning;
 - B. Written Reprimand
 - C. Unpaid Suspension; and
 - D. Termination.
- 38.2 A documented verbal warning or written reprimand may be imposed by the employee's immediate supervisor or the Superintendent. An unpaid suspension will be imposed by the Superintendent. Only the Board may terminate an employee. Discipline may be grieved under Article 14 of this Agreement.
- 38.3 An employee is entitled, upon request, to an Association representative at any meeting held under this Article. An employee will also be permitted to attach a letter of rebuttal to any disciplinary action.

ARTICLE 39 **PERIOD OF CONTRACT/GENERAL PROVISIONS**

If any portion of this Agreement is in violation of any statute of the State of Ohio, then that portion in disagreement shall be considered null and void. The parties shall meet (within 45 days) to work out the details of modification on language that shall conform with the new law change.

COMPLETE AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based upon alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties.

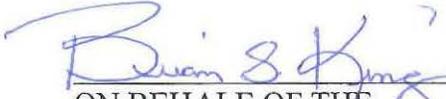
MANAGEMENT RIGHTS

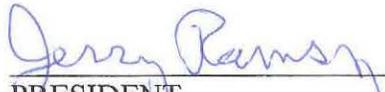
Subject to the provisions of this Agreement, the Board retains the rights, powers, duties, and obligations of management provided by the ORC, specifically Section 4117.08(C).

PERIOD OF CONTRACT

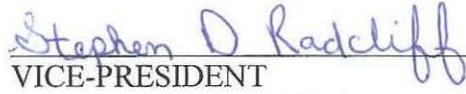
The period of this Agreement will run from July 1, 2012 through June 30, 2015.

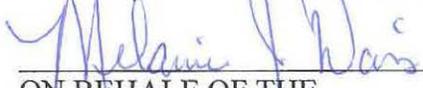
In witness whereof the parties have caused their names to be hereunto subscribed and attested to this 11th day of June, 2012 _____,


ON BEHALF OF THE
ELMWOOD BOARD OF EDUCATION


PRESIDENT
CHAPTER 482, O.A.P.S.E.


ON BEHALF OF THE
ELMWOOD BOARD OF EDUCATION

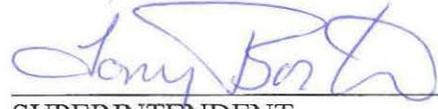

VICE-PRESIDENT
CHAPTER 482, O.A.P.S.E.

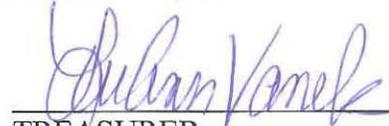

ON BEHALF OF THE
ELMWOOD BOARD OF EDUCATION

NEGOTIATOR
CHAPTER 482, O.A.P.S.E.


ON BEHALF OF THE
ELMWOOD BOARD OF EDUCATION


ON BEHALF OF THE
ELMWOOD BOARD OF EDUCATION


SUPERINTENDENT


TREASURER

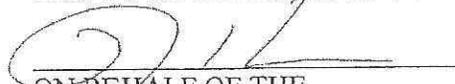
PERIOD OF CONTRACT

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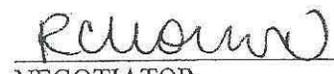

ON BEHALF OF THE
ELMWOOD BOARD OF EDUCATION


PRESIDENT
CHAPTER 482, O.A.P.S.E.


ON BEHALF OF THE
ELMWOOD BOARD OF EDUCATION

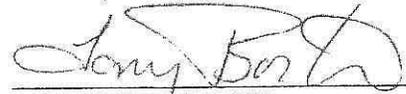

VICE-PRESIDENT
CHAPTER 482, O.A.P.S.E.

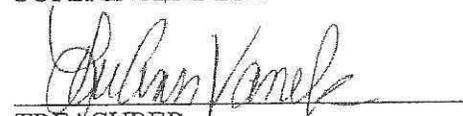

ON BEHALF OF THE
ELMWOOD BOARD OF EDUCATION


NEGOTIATOR
CHAPTER 482, O.A.P.S.E.


ON BEHALF OF THE
ELMWOOD BOARD OF EDUCATION


ON BEHALF OF THE
ELMWOOD BOARD OF EDUCATION


SUPERINTENDENT


TREASURER

PERSONAL LEAVE REQUEST

A maximum of three (3) personal leave days can be granted each school year to each non teaching school employee in the bargaining unit.

Personal leave is to be used for personal business that cannot be conducted at times other than during scheduled work hours.

Personal leave requests may be denied in the following circumstances:

- a) When an employee is receiving remuneration from outside sources other than Elmwood School District.
- b) When a planned personal leave is applied for the day before or after a holiday.
- c) When a planned personal leave falls at an unreasonable time period during the school year (e.g. at the beginning or ending of the year).
- d) When the personal obligation(s) may be conveniently taken care of at times other than scheduled work hours.

Employees may request unpaid personal leave to be approved by the Superintendent.

Date of Request _____

Name _____

I hereby request a personal paid/unpaid leave day from school duty on _____ (date) because of a personal matter which cannot be handled at any other time except during school work hours. This request follows the guidelines for personal leave approved by the Elmwood Board of Education.

(Signature of Employee)

___ Approved ___ Unapproved

(Principal)

___ Approved ___ with pay ___ without pay

(Superintendent)

___ Unapproved

ELMWOOD LOCAL SCHOOL DISTRICT OVERTIME CALCULATION SHEET

Employee Name

(Week ending Sunday) Month, Day, Year

Job #1 AM Route # Hours _____ x # Days _____ = _____ x Hourly Rate \$ _____ = _____

Job #1 PM Route # Hours _____ x # Days _____ = _____ x Hourly Rate \$ _____ = _____

Job #1 _____ # Hours _____ x # Days _____ = _____ x Hourly Rate \$ _____ = _____

Job #2 _____ # Hours _____ x # Days _____ = _____ x Hourly Rate \$ _____ = _____

Job #3 _____ # Hours _____ x # Days _____ = _____ x Hourly Rate \$ _____ = _____

Job #4 _____ # Hours _____ x # Days _____ = _____ x Hourly Rate \$ _____ = _____

Total Hours = _____ Total Wages = _____

Total Wages \$ _____ divided by Total Hours _____ = Average Hourly Rate \$ _____

Average Rate \$ _____ x (#hours over 40) _____ = Overtime Pay \$ _____

.50% x Overtime Pay \$ _____

Employee Signature

Date

****REMINDER: According to Section 9.1 of the negotiated agreement, the superintendent must pre-approve all overtime.**

THIS FORM IS TO BE TURNED IN TO THE CENTRAL OFFICE ON FRIDAY OF EACH WEEK IN WHICH THERE IS OVERTIME, UNLESS YOU HAVE A WEEKEND TRIP, THEN THIS FORM IS TO BE SUBMITTED BY MONDAY AT 9:15 AM.

Transportation Coord.'s Signature

Superintendent's Signature

Treasurer's Signature

ELMWOOD LOCAL SCHOOLS

VACATION REQUEST FORM

(12 Month Employees)

Vacation Schedules shall be requested at least two weeks in advance. This requirement may be waived at the discretion of the Superintendent or his/her designee. Disapproval of vacation requests must be provided to the employee within five (5) days of the request.

Vacation requests will not be authorized during the two-week period prior to the opening of school in August/September, the first week of school after summer break, or the last week of school before summer break. This requirement may be waived at the discretion of the Superintendent or his/her designee.

Name _____ Date of Request _____

I hereby request vacation from my position on _____.

Signature of Employee

Date Received _____

Approved Unapproved

Signature of Principal

Date Received _____

Approved Unapproved

Signature of Superintendent

**ELMWOOD LOCAL SCHOOLS
GRIEVANCE FORM**

STEP II

Name of Grievant _____

Assignment _____ Building _____

Immediate Supervisor _____ Date Filed _____

A. Date cause of grievance occurred: _____

B. Statement of grievance (set out the precise nature of the claim and specific sections of the contract allegedly violated) _____

C. Relief Requested _____

Signature of Grievant

D. Disposition by supervisor / designee: _____

Signature of Supervisor / Designee

**ELMWOOD LOCAL SCHOOLS
GRIEVANCE FORM**

STEP III

In regard to grievance appeal of Step II, submitted by _____

on _____
Date

A. Position of the Grievant: _____

Signature of Grievant

Date

B. Date received by Superintendent: _____

C. Disposition by Superintendent: _____

Signature of Superintendent

Date

ELMWOOD LOCAL SCHOOL DISTRICT
NON-CERTIFIED SALARY SCHEDULE
JULY 1, 2012 JUNE 30, 2013

Previous Year	\$12.75	\$15.19	\$11.09	\$15.19
1.5%	\$12.94	\$15.42	\$11.26	\$15.42
Experience	Secretary	Custodian	Cafeteria	Bus Driver
0	\$12.94	\$15.42	\$11.26	\$15.42
	1.0000	1.0000	1.0000	1.0000
1	\$13.17	\$15.66	\$11.48	\$15.66
	1.0175	1.0155	1.0200	1.0155
2	\$13.39	\$15.90	\$11.71	\$15.90
	1.0350	1.0310	1.0400	1.0310
3	\$13.62	\$16.13	\$11.93	\$16.13
	1.0525	1.0465	1.0600	1.0465
4	\$13.85	\$16.37	\$12.16	\$16.37
	1.0700	1.0620	1.0800	1.0620
5	\$14.07	\$16.61	\$12.38	\$16.61
	1.0875	1.0775	1.1000	1.0775
6	\$14.30	\$16.85	\$12.61	\$16.85
	1.1050	1.0930	1.1200	1.0930
7	\$14.53	\$17.09	\$12.83	\$17.09
	1.1225	1.1085	1.1400	1.1085
8	\$14.75	\$17.33	\$13.06	\$17.33
	1.1400	1.1240	1.1600	1.1240
9	\$14.98	\$17.57	\$13.28	\$17.57
	1.1575	1.1395	1.1800	1.1395
10-14	\$15.59	\$18.04	\$13.73	\$18.04
	1.2050	1.1700	1.2200	1.1700
15-19	\$16.21	\$18.51	\$14.18	\$18.51
	1.2525	1.2005	1.2600	1.2005
20+	\$16.82	\$18.98	\$14.86	\$18.98
	1.3000	1.2310	1.3200	1.2310
25+	\$17.44	\$19.45	\$15.31	\$19.45
	1.3475	1.2615	1.3600	1.2615

**

FIELD TRIP RATE IS 85% OF STEP 0

\$13.11

AN EMPLOYEE MOVES TO THE NEXT STEP AT THE BEGINNING OF THE NEW CONTRACT YEAR.

** HEAD COOK WILL BE PAID AT THE RATE OF \$1.75 AN HOUR EXTRA.

ELMWOOD LOCAL SCHOOL DISTRICT
NON-CERTIFIED SALARY SCHEDULE
JULY 1, 2013 JUNE 30, 2014

Previous Year \$12.94 \$15.42 \$11.26 \$15.42
1.0% \$13.07 \$15.57 \$11.37 \$15.57

Experience	Secretary	Custodian	Cafeteria	Bus Driver
0	\$13.07 1.0000	\$15.57 1.0000	\$11.37 1.0000	\$15.57 1.0000
1	\$13.30 1.0175	\$15.81 1.0155	\$11.60 1.0200	\$15.81 1.0155
2	\$13.53 1.0350	\$16.05 1.0310	\$11.82 1.0400	\$16.05 1.0310
3	\$13.76 1.0525	\$16.30 1.0465	\$12.05 1.0600	\$16.30 1.0465
4	\$13.99 1.0700	\$16.54 1.0620	\$12.28 1.0800	\$16.54 1.0620
5	\$14.21 1.0875	\$16.78 1.0775	\$12.51 1.1000	\$16.78 1.0775
6	\$14.44 1.1050	\$17.02 1.0930	\$12.73 1.1200	\$17.02 1.0930
7	\$14.67 1.1225	\$17.26 1.1085	\$12.96 1.1400	\$17.26 1.1085
8	\$14.90 1.1400	\$17.50 1.1240	\$13.19 1.1600	\$17.50 1.1240
9	\$15.13 1.1575	\$17.74 1.1395	\$13.42 1.1800	\$17.74 1.1395
10-14	\$15.75 1.2050	\$18.22 1.1700	\$13.87 1.2200	\$18.22 1.1700
15-19	\$16.37 1.2525	\$18.69 1.2005	\$14.32 1.2600	\$18.69 1.2005
20+	\$16.99 1.3000	\$19.17 1.2310	\$15.01 1.3200	\$19.17 1.2310
25+	\$17.61 1.3475	\$19.64 1.2615	\$15.46 1.3600	\$19.64 1.2615

**

FIELD TRIP RATE IS 85% OF STEP 0

\$13.24

AN EMPLOYEE MOVES TO THE NEXT STEP AT THE BEGINNING OF THE NEW CONTRACT YEAR.

** HEAD COOK WILL BE PAID AT THE RATE OF \$1.75 AN HOUR EXTRA.

ELMWOOD LOCAL SCHOOL DISTRICT
NON-CERTIFIED SALARY SCHEDULE
JULY 1, 2014 JUNE 30, 2015

Previous Year 1.0%	\$13.07 \$13.20	\$15.57 \$15.73	\$11.37 \$11.48	\$15.57 \$15.73
Experience	Secretary	Custodian	Cafeteria	Bus Driver
0	\$13.20 1.0000	\$15.73 1.0000	\$11.48 1.0000	\$15.73 1.0000
1	\$13.43 1.0175	\$15.97 1.0155	\$11.71 1.0200	\$15.97 1.0155
2	\$13.66 1.0350	\$16.22 1.0310	\$11.94 1.0400	\$16.22 1.0310
3	\$13.89 1.0525	\$16.46 1.0465	\$12.17 1.0600	\$16.46 1.0465
4	\$14.13 1.0700	\$16.70 1.0620	\$12.40 1.0800	\$16.70 1.0620
5	\$14.36 1.0875	\$16.95 1.0775	\$12.63 1.1000	\$16.95 1.0775
6	\$14.59 1.1050	\$17.19 1.0930	\$12.86 1.1200	\$17.19 1.0930
7	\$14.82 1.1225	\$17.43 1.1085	\$13.09 1.1400	\$17.43 1.1085
8	\$15.05 1.1400	\$17.68 1.1240	\$13.32 1.1600	\$17.68 1.1240
9	\$15.28 1.1575	\$17.92 1.1395	\$13.55 1.1800	\$17.92 1.1395
10-14	\$15.91 1.2050	\$18.40 1.1700	\$14.01 1.2200	\$18.40 1.1700
15-19	\$16.53 1.2525	\$18.88 1.2005	\$14.47 1.2600	\$18.88 1.2005
20+	\$17.16 1.3000	\$19.36 1.2310	\$15.16 1.3200	\$19.36 1.2310
25+	\$17.79 1.3475	\$19.84 1.2615	\$15.62 1.3600	\$19.84 1.2615

**

FIELD TRIP RATE IS 85% OF STEP 0

\$13.37

AN EMPLOYEE MOVES TO THE NEXT STEP AT THE BEGINNING OF THE NEW CONTRACT YEAR.

** HEAD COOK WILL BE PAID AT THE RATE OF \$1.75 AN HOUR EXTRA.