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13-MED-03-0302
2081-02
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MASTER AGREEMENT
BETWEEN
THE FREMONT BOARD OF EDUCATION
AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES, AFSCME/AFL-CIO
LOCAL #321

JULY 1, 2013 - JUNE 30, 2015

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PREAMBLE

The Board of Education of Fremont City and OAPSE Local #321, chartered by The Ohio Association of Public School Employees/AFSCME/AFL-CIO, do hereby agree that the welfare of the children of Fremont City is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

ARTICLE 1 - RECOGNITION AND DEFINITIONS

1.1 The Fremont City School District Board of Education, hereinafter referred to as the Employer, recognizes The Ohio Association of Public School Employees/AFSCME/AFL-CIO and its Local #321, hereinafter referred to as the Union, as the sole and exclusive bargaining representative for all hourly employees including the following classifications and/or similar classifications:

- A. Custodial Employees
- B. Cafeteria Employees
- C. Maintenance Employees
- D. Transportation Employees
- E. Shipping and Receiving Employees
- F. Aides
- G. Administrative and Clerical Employees (except as excluded below)
- H. Student Monitors
- I. Groundskeeper Employees

1.2 The following are specifically excluded from the Bargaining Unit:

- A. Assistant to Superintendent
- B. Assistant to Director of Human Resources and Community Relations
- C. Secretary to Treasurer
- D. Classified Payroll/Benefits Coordinator
- E. Child Nutrition Supervisor
- F. Director of Facilities and Operations
- G. Director of Technology
- H. Transportation Manager
- I. EMIS Coordinator
- J. Federal Projects Clerk
- K. Accounts Payable Coordinator
- L. Assistant to Treasurer
- M. Substitutes
- N. Confidential as defined by O.R.C. 4117.01

1.3 In the event that any new position(s) are created during the term of this Agreement which the Union contends should be included in the bargaining unit classifications described in Section 1.1 above, the parties will attempt to resolve the question of the bargaining unit status of the new position(s) before resorting to other legal remedies (inclusive of arbitration and those arising under Chapter 4117 of the O.R.C.). Should the parties agree

that the new position(s) belong in the bargaining unit, the wage rate for the position shall be negotiated and the position(s) will be posted in accordance with Article 11 of this Agreement.

1.4 Definitions

- A. Agreement - This Negotiated Agreement between the Board and the Union.
- B. Board or Board of Education - The Fremont City School District acting in its official capacity.
- C. Day - A calendar day, unless otherwise indicated.
- D. District - Fremont City School District.
- E. Employee - A member of the bargaining unit.
- F. Employer - Board members, administrators, agents and all others acting on the Board's behalf as directed by the Board of Education.
- G. Local - Local #321.
- H. Local Union Representative - Local officers/building steward.
- I. OAPSE Representative - OAPSE/AFSCME staff representative.
- J. O.R.C. - The Ohio Revised Code.
- K. Pre-trip Inspection - Is defined in Section 3301-83-11 of the Ohio Pupil Transportation Operation and Safety Rules, and by the pre-trip form.
- L. Superintendent - Superintendent or designee.
- M. Union - OAPSE/AFSCME Local #4 and its Local #321.
- N. Workday - A weekday, except for contractually recognized holidays.
- O. Unless otherwise specified, the use of the singular form shall include the plural and the use of the masculine gender shall include the feminine, and vice versa.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

2.1 Directing Requests

Written requests to initiate negotiations shall be made to the Superintendent or to the Local President, respectively. Such requests may only be submitted during the period of sixty (60) to one hundred twenty (120) days prior to the expiration of this Agreement. A mutually convenient meeting date shall be set within fifteen (15) days of the date of the request.

2.2 Negotiation Meetings

Employees on the bargaining committee shall be released from school duties to attend meetings held during the workday. However, negotiation meetings should be called after working hours whenever possible. Each negotiations team size shall be limited to no more than six (6) members, including one (1) non-employee representative.

2.3 Assistance

The parties may call upon consultants to consider matters under discussion and to make suggestions.

2.4 Study Committees

The parties may appoint ad hoc study committees to research, study and develop reports, and to make recommendations on matters under consideration. The committees shall report findings to the parties.

2.5 Exchange of Information

The Employer agrees to furnish the Union, upon reasonable request, all public records concerning financial resources of the District.

2.6 OAPSE Assurance

The Local President or his/her Representative shall first fulfill his/her duty to the Employer before performing whatever other duty he/she might assume as the Union Representative.

2.7 Agreement

- A. When an agreement is reached, it shall be reduced to writing and, when approved by the Union and the Board, it shall be signed by the parties and become a part of the official Minutes of the Board. Upon ratification and adoption of a successor Agreement, the Employer shall distribute copies of the Agreement to employees.
- B. When necessary, provisions in the Agreement shall be reflected in individual contracts. The Agreement shall not discriminate against any employees regardless of membership or non-membership in the Union.
- C. The Union shall print sufficient copies for the Employer and all current and future employees. The Employer and Union shall share equally in the cost of printing the Agreement.

2.8 Impasse

- A. In the event an agreement is not reached by negotiations, either party may declare an impasse.
- B. Following a declaration of impasse, either party may request that the Federal Mediation and Conciliation Service (FMCS) provide a mediator to assist the parties with the negotiations.
- C. The mediator shall have the authority to schedule negotiation meetings for the purpose of promoting an agreement between the parties.
- D. The mediator has no authority to bind either party to any agreement.

2.9 Costs

Costs and expenses which may be incurred in securing and utilizing the services of any mediator or third-party consultant, if mutually agreed upon by the parties, shall be shared equally by the Board and the Union. Otherwise, each party will be responsible for any costs or expenses that it individually incurs.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.1 Purpose

The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances that may arise from time to time.

3.2 Definitions

- A. A grievance is a claim by an employee(s), or the Union, that there has been a violation, misapplication or misinterpretation of one or more specific provisions of this Agreement. In the event the grievance affects a group of employees, the Union may file the grievance on behalf of the group.
- B. A grievant is an employee(s) or the Union who files a grievance. The Union shall designate one (1) building steward for processing grievances in each school building.
- C. Immediate Supervisors, for purposes of this Article, are the following:
 - 1. Child Nutrition Supervisor
 - 2. Director of Facilities and Operations
 - 3. Transportation Manager
 - 4. Building Principals
 - 5. Directors (for Central Office personnel)

3.3 General Provisions

- A. Time Limits: Stipulated time limits are considered maximums to ensure rapid resolution to problems and grievances. Extensions must be mutually agreed to by both parties in writing. Failure of the Employer to adhere to the time limits, without mutual agreement, shall automatically advance the grievance to the next step of the grievance procedure. Failure of the grievant or the Union to adhere to the time limits, without mutual agreement, will result in a nullification of the grievance.
- B. Representation: A grievant(s) shall have a building steward or designee present at grievance meetings. The Local President or designee shall be present at steps II, III and IV. The OAPSE Representative or designee shall be present at steps III and IV.
- C. Validation: At each step of the grievance procedure the appropriate section of the grievance form must be signed and dated by the Immediate Supervisor or Administrator in order to be considered valid.
- D. Written Decisions: All decisions rendered shall be in writing and promptly conveyed to the grievant(s), building steward and Local President.
- E. Reprisals: No reprisals of any kind shall be taken by the Employer or any of its agents against any grievant, any representative, any employee or any other participant in the grievance procedure by reason of such participation. Similarly, no reprisals of any kind shall be taken by the grievant or the representative or the Union against the Employer or any of its agents.
- F. Grievance Forms: Grievances shall be filed on the authorized grievance form agreed to by both parties and attached to this Agreement as Appendix B. The grievance form must identify the specific Article(s) and Section(s) of the Agreement that was allegedly violated, state all relevant facts and circumstances, and indicate the relief requested.
- G. Class Action and Discipline: Grievances that affect a group of employees or involve disciplinary suspension or discharge shall be initiated at Step II of the grievance procedure.

3.4 Procedure

(Step I) - Immediate Supervisor

The grievance form must be filed within ten (10) workdays after the grievant(s) or Union could reasonably be expected to have knowledge of the occurrence of the alleged grievance. The grievant shall request a meeting with the Immediate Supervisor. The Immediate Supervisor shall schedule and hold a meeting with the grievant and building steward within five (5) workdays of the request. The meeting will be conducted at the grievant's work location. Parties will discuss and attempt to reach a resolution. The

Immediate Supervisor shall provide a written decision within ten (10) workdays of the meeting.

(Step II) - Director of Human Resources and Community Relations

If the grievant is not satisfied with the disposition of the grievance at Step I he/she may appeal in writing to the Director of Human Resources and Community Relations within five (5) workdays of receipt of the Step I response. The Director of Human Resources and Community Relations shall schedule and hold a meeting with the grievant(s), building steward and Local President (or designees) within five (5) workdays of receipt of the appealed grievance. Parties will discuss and attempt to reach a resolution. The Director of Human Resources and Community Relations shall provide a written decision within ten (10) workdays of the meeting.

(Step III) - FMCS Mediation

If the Union and the grievant are not satisfied with the disposition of the grievance at Step II, the Union may appeal to FMCS mediation by filing a request with the Director of Human Resources and Community Relations within ten (10) workdays of receipt of the Step II response. The parties shall first attempt to mutually agree on a mediator. If unable to do so, the parties shall request for FMCS to appoint a mediator. The parties shall conduct grievance mediation in accordance with FMCS rules.

(Step IV) - Binding Arbitration

If the Union is not satisfied with the results of the mediation at Step III, the Union may appeal to binding arbitration. The Union's request for arbitration shall be made within thirty (30) workdays following the conclusion of mediation, and sent to the Superintendent by certified mail.

1. The parties may mutually petition the FMCS to provide both parties with a list or lists of names from which an arbitrator will be selected and notified in accordance with the rules of the FMCS.
2. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the advisory rules and regulations of the FMCS.
3. The decision shall be in writing and a copy sent to both parties. The decision of the arbitrator shall be binding.
4. The arbitrator shall not have the authority to add to, subtract, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at this decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to

him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

5. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.
6. The cost of the arbitrator and the services of the FMCS shall be borne by the losing party. However, in the event the arbitrator renders a decision in which neither party is clearly identified as the loser, the arbitrator shall identify the primarily prevailing party, and the other party shall pay the costs of the arbitration.
7. Any other expenses resulting from the arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of the other party's witnesses except where it is agreed that such hearing is during a witness' regular hours of employment.

ARTICLE 4 - NON-DISCRIMINATION

- 4.1 The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, job classification, political opinions or affiliation.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 Except as limited by the terms of this Agreement, the Employer has the authority to exercise at all times the management and direction, in behalf of the public, of all of the operations and activities of the District to the full extent authorized by law.

ARTICLE 6 - UNION RIGHTS

- 6.1 Organizational Rights and Union Representation

The Union, as the exclusive Representative of this bargaining unit, shall have the following rights:

- A. To use the facilities of any building for meetings, without fee, upon notification of the Administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building. The Union shall be responsible for any additional custodial cost involved in the use of the building (e.g., cleanup, overtime).
- B. To use Board-owned equipment at times which do not interfere with the operation of the school system. Building administrator shall be notified prior to the use of Board-owned equipment.

- C. The Local shall have the right during the public participation section of the Board meeting to comment on items of concern.
- 6.2 The Local shall provide to the Employer an official roster of its officers and building stewards which is to be kept current at all times and to include the following:
- A. Name
 - B. Address
 - C. Home telephone number
 - D. Building/Classification
 - E. Immediate Supervisor
 - F. Union office held
- 6.3 To use bulletin boards in employee lounges or work areas to disseminate information.
- 6.4 To use telephones in any building to carry out Union business. Any fees or toll call charges shall be reimbursed to the Employer by the Union.
- 6.5 Union representatives may enter the workplace upon prior notice to the Employer as long as they are not interfering with the work of employees.
- 6.6 Labor Management Committee
- A. A Labor Management Committee shall be established on an annual basis by the Superintendent and the Local President. Membership of the committee shall consist of one to three representatives for each party. The Local President and the Superintendent shall each appoint their respective representatives.
 - B. The Local may provide representative(s) to Ad Hoc committees, as designated by the Employer, which affect or involve employees.
- 6.7 Release Time
- The Local President or his/her designee shall be granted release time for representation that is required by the Employer at grievance, mediation, arbitration, and disciplinary hearings held during his/her regular workday.
- 6.8 Meetings - OAPSE (Local-Annual)
- A. The annual meeting of the Northwest Ohio Association of Public School Employees is held each Fall. Officers may attend the annual meeting. This is considered a regular workday with pay for those officers that actually attend the meeting.
 - B. Local Meetings - custodial employees will be allowed to attend Local meetings as long as building needs are covered, as determined by the Employer, and work is completed.

6.9 Dues Deduction

- A. The Board agrees to deduct union dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Union Treasurer monthly together with a list showing the names of the employees and the amount deducted.
- B. Deductions for union dues shall be made in sixteen (16) consecutive pay periods beginning with the first pay in October.
- C. Enrollment for dues deductions shall be made upon submission of a signed authorization to the Treasurer. Dues deduction authorizations not revoked during the ten (10) day period ending August 31 of each year shall continue for successive periods of one year. Written notice of revocation shall be served upon the Treasurer and State Union Treasurer. The Treasurer shall notify the Union of the withdrawal of membership and automatically deduct the Fair Share Fee in accordance with the provisions of Section 6.10.
- D. The Employer agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.
 - 1. Deduction of yearly dues and fees may be authorized for payroll deduction to the Treasurer by the employee in writing for the following items:
 - a. Union Dues (deductions will be made October-May)
 - b. Health Insurance
 - c. Annuities - With at least five participants as long as the payroll system can accommodate this process.
 - d. PEOPLE deductions
 - 2. Regular prescribed deductions will be made for all applicable income tax deductions.

6.10 Fair Share Fee

- A. Effective January 1, 2006 all current and future employee(s) covered by this Agreement who voluntarily decline to become a member of the Union within thirty (30) days shall pay a "Fair Share Fee" to the Union as a condition of employment. The deduction of the Fair Share Fee from the pay of the employee shall be automatic, and does not require a written authorization for payroll deduction. The Union shall provide the Treasurer a list of the names of those employees who are not members of the Union and the total amount of Fair Share Fee to be deducted for each.
- B. The Union shall provide reasonable notification to non-members of the "Fair Share Fee" and their right to object to the amount of the fee prior to the deduction of the fee. The notice shall include the expenses for the year divided into chargeable and non-chargeable expenditures. The fee shall be confined to

chargeable expenditures which represent dues allocated to the cost of negotiating and administering the collective bargaining agreement.

- C. The Union represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code for challenging the amount of the representation fee. This procedure shall be given to each employee who does not join the Union. This notice, procedure, and rebate shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and Ohio. The procedure shall provide for a prompt decision by an impartial decision-maker in the event any moneys or fees are disputed. Upon demand, a non-member may apply to the Union for immediate advance reduction of the "Fair Share Fee" in accordance with the internal rebate procedure adopted by the Union. The advance reduction shall be the proportionate amount of moneys expended for partisan political or ideological purposes not germane to the Union's involvement in collective bargaining. The Union shall escrow all disputed moneys until properly resolved.
- D. The Union agrees to hold the Board harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination or collection of "Fair Share Fees" and to indemnify the Board for any liability imposed on it as a result of any such suit, claim, or administrative proceeding provided the following conditions are met:
1. The Board shall notify the Union President in writing within ten (10) workdays, exclusive of holidays recognized by the Board, of any claim made or action filed against the Board for which indemnification may be claimed.
 2. The Union shall extend to the Board the right to designate its own counsel to assist in the defense in addition to allowing the Board the right to waive indemnification by the Union at any time and provide its own defense.
 3. The Board and/or its representatives agree to:
 - a. Give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceedings.
 - b. Not knowingly or willingly violate the implementation of this provision of the Agreement.
- E. The Board agrees to accompany each transmittal of dues and fees to the Treasurer of the Union with a list of those employees from whom "Fair Share Fees" have been deducted.

An employee may terminate membership by giving the Treasurer of the Board written notice of cancellation between August 21 and August 31 of any given year. The Treasurer shall notify the Union of the withdrawal of membership and

automatically deduct the Fair Share Fee in accordance with the provisions of this section.

ARTICLE 7 - SAFETY

7.1 District Compliance

- A. It is the intent of the Employer to provide an atmosphere that is healthy, safe, and sanitary for all students, employees, and the public. The Local President shall direct concerns about safety, health, and sanitation to the Superintendent or appropriate administrator. Nothing herein shall be construed as limiting the right of an employee to notify his/her supervisor of any concern involving safety, health, and sanitation.
- B. No employee shall be in any way discriminated against as a result of reporting any condition regarding safety, health and sanitation.

ARTICLE 8 - DISCIPLINE

- 8.1 Employees shall not be discharged, suspended, or disciplined without just cause and compliance with section 8.2 below.
- 8.2 Based upon the severity of the situation, disciplinary action may follow the steps outlined below. However, discipline may be initiated at any step of this scheme depending upon the severity of the misconduct, at the discretion of the Board.
 - A. Verbal Warning - First Offense
 - B. Written Warning - Second Offense
 - C. Suspensions of one-three days - Third Offense
 - D. Five Day Suspension - Fourth Offense
 - E. Discharge - Fifth Offense
- 8.3 Verbal or written warnings shall not be subject to the grievance procedure.
- 8.4 The Board will maintain a written record of all formal disciplinary actions in the employee's personnel file. The employee and the Local President will receive copies of any formal disciplinary actions before being placed in the employee's personnel file.
- 8.5 After three (3) years from the date that the formal disciplinary action was issued, it shall cease to have an effect on any future disciplinary action if no intervening disciplinary action for a similar offense has occurred during this period.
- 8.6 A representative of the Union shall be present for any disciplinary actions and/or proceedings, if requested by the employee.

ARTICLE 9 - PROBATIONARY PERIOD

- 9.1 There shall be a ninety (90) day probationary period for all newly hired employees. Upon satisfactory completion of said probationary period, the employee(s) shall be governed and covered by all provisions of this Agreement.

ARTICLE 10 - SENIORITY

- 10.1 Seniority shall be defined as an employee's uninterrupted length of continuous service as a bargaining unit member. Each employee's seniority date shall be computed from his/her first workday on the job as a bargaining unit member. Substitute employees shall not accumulate seniority and are not subject to any of the terms of this Agreement.
- 10.2 Within thirty (30) days of the beginning of each school year, updated seniority lists shall be posted on bulletin boards in all buildings. A copy of each list shall be provided to the Local President. Each employee shall notify the Director of Human Resources and Community Relations of any inaccuracies of his/her seniority.
- A. One list shall provide the seniority date for all employees in order of seniority.
- B. A second seniority list shall be broken down by classification, using the classification/numbering system contained in Appendix A.
- 10.3 When more than one employee has the same seniority date, the following procedure shall be employed to determine who is the most senior employee:
- A. Length of time the employee was a substitute for the District prior to becoming a bargaining unit employee.
- B. If A is not applicable, the employee whose birthday occurs first in the calendar year shall be the tiebreaker.

ARTICLE 11 - VACANCY NOTICE AND BID PROCEDURE

- 11.1 A job notice shall be posted within five (5) days after the Employer determines to fill a vacant position or create a new position. The job notice shall contain the start time and the number of hours per day for the position. If the start time is changed by more than one (1) hour from the time originally posted, the Employer will post the job as a new position. This provision shall not apply to spring, Christmas or summer breaks. The Employer shall post copies of the job notices in all buildings where employees are assigned to work and provide a copy to the Local President. During the summer all job notices will be posted on the District's website. The Employer shall post all job notices for a minimum of five (5) workdays. No employee will be awarded more than three (3) bids in any calendar year (excluding summer work). If an employee has bid on more than one position at a time, is selected for one position, and turns it down in order to be eligible for another currently open position, that selection will not be counted as an "award" for purposes of the previous sentence. Any school calendar position vacated or

created within fifteen (15) workdays prior to the end of the school year will be posted on or after the following August 15th.

- 11.2 When a vacancy exists in the A-27.01 Custodial II or A-27.02B Custodial III classifications the job notice will be posted as a Custodial II/III position pursuant to this Article. The position will be awarded to the most senior employee who signed the bid sheet and is currently employed in either a Custodial II or Custodial III position. This procedure will be followed until all those employees who are employed in the A-27.02B Custodial III Classification as of June 30, 2011 have retired, resigned, or otherwise vacated their A-27.02B Custodial III position, at which time the Custodial III Classification will be eliminated. No new employees will be appointed to the A-27.02B Custodial III Classification after June 30, 2011.
- 11.3 Employees who have completed their initial probationary period with the District may apply for any position within the time limit set forth on the posting. Employees on an extended leave of absence (twenty (20) or more workdays) are not eligible to bid on vacancies. Employees will be allowed a minimum of five (5) workdays from the date of the initial posting to apply for the position by signing the "bid sheet" (See Appendix C), which will be posted on the bulletin board at the Administration Building. Employees bidding on more than one position at any given time, must state their preference on the bid sheet. A copy of the bid sheet will be provided to the Local President after the expiration of the job posting period. If possible, the Board will fill posted positions within 20 workdays after the end of the posting period.
- 11.4 The Employer will award the position using the following process, subject to Section 11.5 below:
 - A. A standardized test shall be administered to all employees who bid on an open administrative/clerical office staff position. Prior to the implementation of the standardized test, the Superintendent or designee and two (2) bargaining unit secretaries (one elementary and one secondary) appointed by the OAPSE President shall meet and approve the components of the test. The most senior employee who passes the standardized test shall be awarded the position.
 - B. A standardized test shall be administered to all employees who bid on an open Custodial Foreman or Maintenance position. Prior to the implementation of the standardized test, the Superintendent or designee and two (2) bargaining unit members (one Maintenance and one Custodial Foreman) appointed by the OAPSE President shall meet and approve the components of the test. The most senior employee who passes the standardized test shall be awarded the position.
 - C. A standardized test shall be administered to all employees who bid on an open Library Aide position. Prior to the implementation of the standardized test, the Superintendent or designee and two (2) bargaining unit Library Aides appointed by the OAPSE President shall meet and approve the components of the test. The most senior employee who passes the standardized test shall be awarded the position.

- D. The position will first be awarded to the most senior employee who signed the bid sheet and is currently employed in the same classification as the vacancy.
 - E. If that employee does not successfully complete the probationary period contained in Section 11.5, the position will then be awarded to the second most senior employee who signed the bid sheet and is currently employed in the same classification as the vacancy. If only one employee from the same classification as the vacancy signed the bid sheet, the position will then be awarded to the most senior employee outside of the classification of the vacancy who signed the bid sheet and who meets the qualifications for the position.
 - F. If no employees within the classification of the vacancy signed the bid sheet, the position will be awarded to the most senior applicant outside of the classification of the vacancy who meets the qualifications for the position. If that person does not successfully complete the probationary period, it will then be awarded to the next most senior applicant outside of the classification of the vacancy who meets the qualifications for the position.
 - G. If the position is not filled by the above-described process, the Employer may employ any inside or outside applicant at its discretion.
 - H. Employees are not considered qualified for a second position in the District if that position would result in excess of eight hours per day or overlap with the employee's first position.
 - I. All current and new employees and those employees awarded a new position in the custodial, maintenance, and fleet mechanic classifications shall be required to successfully pass a fitness for duty examination in order to qualify for employment in the position. This provision applies to substitutes used in the same classifications.
- 11.5 Employees who are awarded a position will serve a three (3) actual workday probationary period for a position within the same classification, and a five (5) actual workday probationary period for a position outside of their current classification. Employees are not eligible for personal leave, vacation or leave without pay during the applicable probationary period. During this time the employee must exhibit proficiency to perform the essential duties and responsibilities of the posted job description. An employee may elect to return to his/her previous position within this period. The Employer may return an employee to his/her previous position after the probationary period for failure to meet acceptable standards (performance). In the event the employee is returned to his/her previous position he/she will be given written notice stating the reasons for the Employer's actions. The written notice shall also contain suggestions on what is necessary for the employee to qualify for the position in the future.
- 11.6 The decision of the Employer to return an employee to his/her previous position is not grievable.

- 11.7 If the Employer permanently increases the hours assigned to a position, and the increase results in a change in wages and/or benefits in the position, the Employer will post the position as a new position.
- 11.8 Nothing in this Article shall be construed to compel the Employer to create positions or to restrict the manner in which the Employer assigns overtime or additional time to any employee.
- 11.9 The Employer will interview all bargaining unit employees who apply for a non-bargaining unit position and who meet the qualifications for the position. This section is not intended to change in any way the Board's discretion to hire any person it chooses for non-bargaining unit positions.
- 11.10 State and Federal summer programs are not covered by this Agreement, including but not limited to this Article 11.
- 11.11 All grant-funded after school programs for cafeteria workers will be posted and bid. Successful applicants will be paid for all work performed after the regular work day. If there are insufficient bidders the least senior employees in the classification will be assigned to the positions.

ARTICLE 12 - REDUCTION AND LAYOFFS

12.1 Reduction in Hours

- A. In lieu of a reduction in force, the Employer and Union may agree to reduce hours in certain classifications. The Employer will not reduce the contractual hours of filled positions in order to reduce employees, without an agreement with the affected employees in the classification(s) to be reduced or with the Union.
- B. This provision shall not preclude the reduction of hours for vacant positions.
- C. Bus drivers shall be covered under 13.6(C).

12.2 Layoff

- A. If it becomes necessary to reduce the number of employees in a job classification due to: the abolishment of positions pursuant to O.R.C. 124.321, lack of funds, or reductions in state and/or federal funding of programs, the Employer shall determine in which classification the layoffs should occur and the number and positions from which employees are to be laid off.
- B. Whenever possible the number of people affected by reduction in the force will be kept to a minimum by attrition.
- C. At least sixty (60) days prior to any anticipated layoffs the Superintendent shall meet with the Local Officers to discuss the impending layoffs and the classifications which he/she anticipates will be impacted.

- D. All classifications listed on the Salary Schedule (Appendix A) shall be used for the purpose of determining where the layoff(s) will occur.
- E. Each employee to be laid off shall be given at least two weeks advance written notice of his/her layoff. Each notice of layoff shall state the following:
 - 1. Reasons for the layoff.
 - 2. The effective date of the layoff.
- F. Employees who are laid off shall have the right to all insurance benefits pursuant to COBRA providing the employee meets the eligibility requirements set forth by the carrier. The employee must pay the full cost of the premium at least fifteen (15) days prior to the due date. The Employer will notify the employee of where payment is to be made.
- G. Employees who are laid off may be placed on the substitute list if they so desire. Reasonable attempts will be made to use these employees when substitutes are needed.

12.3 Bumping Procedure

- A. An employee affected by a layoff may bump an employee with less District seniority in the same classification or any equal or lower paying classification.
- B. An individual bumping into a different classification with equal or lower pay must demonstrate to the satisfaction of the Superintendent the ability to perform the work of said position.
- C. Individual meetings shall be held with the Director of Human Resources and Community Relations, the President of the Association or designee, and the affected employee to explain the employee's options.
- D. The employee shall have up to twenty-four (24) hours after receiving notice of the layoff to notify the Director of Human Resources and Community Relations of his/her decision regarding bumping.
- E. This procedure shall be completed prior to any actual bumping occurring.
- F. If these standards are not met, the employee may not bump.

12.4 Recall Rights for Laid Off Employees

- A. Employees who are laid off shall be retained on a recall list for twenty-four (24) months from the effective date of the layoff. Employees on the recall list have a right to bid on vacancies and shall be sent notification of vacancies by certified mail to their last address on file with the District. For bidding purposes, employees on the recall list shall be considered to be in the classification held by the employee at the time he/she was laid off.

- B. Laid off employees shall maintain their seniority but will not accumulate seniority while on the recall list.
- C. The Local President shall receive a copy of the recall list and any updates to it.
- D. An employee may be removed from the recall list if he/she:
 - 1. Waives his/her recall rights in writing.
 - 2. Resigns.
 - 3. Fails to report to a position he/she has been awarded within fourteen (14) days of notification by certified mail to the employee's last address provided to the Employer, unless sick or injured as documented by a doctor's statement.

ARTICLE 13 - TRANSPORTATION

13.1 Bus Driver/Operator Responsibilities

- A. The school bus driver will follow the Ohio Pupil Transportation Operation and Safety Rules and District policies and procedures.
- B. For bus driver re-certification, drivers will make their best effort to complete the requirements for re-certification at a time other than when the driver is scheduled to be driving a bus.
- C. In the event a current driver is not successful in passing the recertification exam, the Employer will hold the employee's position and place the employee on unpaid leave for up to ninety (90) calendar days to allow the employee time to retest. If unsuccessful, the employee will be terminated after the ninety (90) calendar days.
- D. Drivers shall not be responsible for personal belongings or equipment while on field trips.

13.2 Bidding for Routes/Runs

Article 11 will be used to fill all new/open routes/runs, which will be posted by the fourth (4th) week of the school year.

13.3 Absentee Coverage for Midday Runs

- A. At the beginning of each school year, a Midday seniority list of all regular drivers will be posted by the Transportation Manager for the purpose of absentee coverage for midday runs. If a driver desires to have his/her name on the seniority list, he/she must sign up on the list posted in the transportation office.
- B. Assignments will be made by rotation through the seniority list.

- C. If a driver is absent, refuses an assignment, or cannot be reached on the day(s) coverage is required, he/she shall forfeit his/her turn in rotation on that list only.
- D. A long term midday driver will retain the midday run if absent less than five (5) consecutive workdays.

13.4 Regular Trips/Late Trips

- A. After July 1 of each year, “Regular Trips” and “Late Trips” revised seniority lists of all regular drivers will be posted for the purpose of trip assignments.
- B. Trip Assignments - Trips will be assigned by seniority rotation on each list.
 1. Trip assignments will be done by the Transportation Manager/Designee on a one week out basis. Assignments will be posted on the Monday (or first workday of the week) for the following Monday through Sunday trips. All drivers shall bid by Wednesday morning after the first run. Assignments will be made by Thursday. Minor adjustments will need to be made due to extended lengths of times when school is not in session, i.e., Christmas vacation, Easter, etc. Trip assignments may be reviewed by a designated union bus driver.
 2. Drivers will be allowed the opportunity to make any “last minute changes” if necessary, on the morning the trips are to be awarded up to 8:00 a.m., at which time the trips will be removed from the trip boards.
 3. Trips will be awarded at 1:30 p.m. the day trips are to be assigned.
 4. A driver does not need to be present on the day trips are assigned.
 5. After a driver is assigned a trip, he/she cannot trade for another trip, except if they are offered a “Late Trip.”
 6. A driver subbing a midday run may not trade or be assigned a midday trip.
 7. A driver may trade a midday trip for a “long term” midday run subbing opportunity. If a midday subbing opportunity is projected as being a “one day” need, the driver will be required to fulfill his/her previously assigned trip and the midday run will be awarded to the next available midday sub. Should the “one day” subbing opportunity turn into a “long term” need, the driver who fulfilled their trip responsibility the previous day, may assume the “long term” need until the regular driver returns. Any other previously assigned midday trips that this driver may have will be assigned to a sub driver.
 8. During the first ten (10) workdays of each school year, substitute drivers will take all field trips that occur during regular route/run times.

9. Summer trips will be assigned in a timely fashion.

C. Trip Sign-Up

1. Valid sign-up is signing your initials in the first box and preference by number in the second box by your name.
2. If you want your name removed from the list, cross it out.
3. If necessary, a driver may initiate or cancel a trip sign up by calling and speaking directly with the Transportation Manager or Clerk. Voicemails will not constitute a valid communication.

D. Trip Cancellation

1. By the Employer

- a. If a trip is canceled after a driver is assigned, he/she will have first choice of the next available unassigned trips in the next trip period. If more than one trip is canceled in the same trip period, drivers will be assigned their first choice trip in the order in which they were awarded their original trips.
- b. If a trip is canceled after the assigned driver clocks in, he/she will be paid the minimum trip time and have first choice of the next available unassigned trips.

2. By the Driver

- a. If a driver refuses an assigned trip, the trip will be assigned to a substitute driver.
- b. The driver will be passed over for the refused trip and the next trip only in the regular trip or "Late Trip" rotation, but not both.
- c. If the driver misses a trip due to absence on an approved leave, per Article 15, the driver will not be passed over in the next rotation.

E. Late Trips

1. A "Late Trip" is any trip requested after the current week's trips have been awarded. All "Late Trip" requisitions will be made available to the regular drivers on the "Late Trips" rotation list. After one rotation, if no driver accepts the trip, it will be assigned to a sub driver.
2. If a regular driver's already assigned trip conflicts with a "Late Trip," the driver may have his/her choice between the two trips. The remaining trip will be assigned to a sub driver.

3. If a regular driver's already assigned trip does not conflict with a "Late Trip," the driver may accept both.
- F. It is the driver's responsibility to remain at the site of the trip destination.
- G. For trips of four (4) or more hours, the driver may take the bus for a 50-minute meal break. The driver must inform the person in charge that he/she will be leaving for a meal break. Violations may result in disciplinary action.
- H. Errors in trip assignments will be corrected as soon as possible.

13.5 Trip Minimum Pay

- A. Drivers will be paid for a minimum of one (1) hour at the trip rate.
- B. Beyond one (1) hour, the trip pay shall be for the duration of the trip.
- C. A driver will not be paid for a trip and a regular run at the same time.

13.6 Driver Minimum Pay

- A. Drivers will be paid a minimum of two hours for a regular run. Beyond two (2) hours, pay will be for the duration of the run.
- B. All drivers shall conduct the pre-trip and post-trip bus inspection as required by law. All drivers will be paid for 15 minutes of prep time for the first run of the day for each bus.
- C. Route times may be adjusted periodically as conditions warrant through the school year, subject to Section 13.8(A).

13.7 Fleet Mechanics

A. Tool Insurance

The Employer will provide fifty dollars (\$50.00) deductible insurance coverage against theft, vandalism and fire on personal tools required by fleet mechanics. This insurance will cover tools while on school premises or job assignment.

B. Uniforms

The Employer will provide fleet mechanics one (1) uniform for each day of the normal workweek, and will provide for the uniform's weekly cleaning with a uniform cleaning service. A uniform consists of one (1) pair of pants and one (1) shirt. A total of eleven (11) uniforms for each mechanic will be contracted so the mechanics have a clean uniform for each day, including the scheduled pick-up day.

C. On Call

The Employer will not require fleet mechanics to take a radio home. If a mechanic is called out, emergency call in will apply.

13.8 Definitions and Terms

A. Route

Transportation of students over a specific course on a regular basis. A route will consist of an a.m. and p.m. run. Any bus route that increases or decreases by more than thirty (30) minutes will be considered open and re-bid per Article 11.

B. Trip

Non-routine transportation of students to and from a school sanctioned activity for which a bus requisition is required.

C. Shuttle

Transportation of students between buildings added to a route.

D. Run

Transportation of students on a regular basis in the a.m., at midday, or in the p.m.

E. Layover

Compensated time, not driving, while on duty.

F. Long Term Midday Coverage

Coverage for a midday run that is more than five (5) consecutive workdays on the same midday run.

13.9 Rules for Exchanging Routes Between Drivers

A. Should the Employer desire to exchange routes between drivers for just cause, such as provisions of safety, health, or operations on behalf of the public, a meeting will be held with the building steward and affected employees. No public comment shall be made by representatives of the Employer or the Local concerning matters discussed in that meeting.

B. Any exchange of routes initiated by the Employer shall not reduce the wages or regular hours of the affected drivers for the remainder of the school year.

- C. It is the intention of the Employer to maintain communication and cooperation between and among employees, students, and parents concerning the rules, regulations, procedures and penalties in transporting students.

13.10 Route Updates

Drivers will be responsible to provide current updates to the transportation office on both route changes and student moves.

ARTICLE 14 - WORKING CONDITIONS

14.1 Boiler License Requirements

- A. After June 30, 2011 only those employees in the A-27.03 Custodial Foreman Classification whose job assignment is Ross High School shall be required to hold a Low Pressure Boiler Operator's License (L.P.B.O.) pursuant to state, federal, and/or Board requirements. Said individuals shall have secured a license prior to employment in these positions or bidding thereon.

14.2 Calamity Days/Delays/Early Dismissal Procedures

A. Calamity Days

1. When schools are closed for the entire day by the Employer because of snow or other conditions during the number of days (and/or hours) allowed by the State (R.C. 3313.48 & 3317.01), employees would not necessarily report for duty but would be compensated for all hours lost on each of these calamity days of each year. When required to work on each of these days, as deemed necessary by the employee's immediate supervisor, the employee shall receive their normal day's pay plus time and one-half for all hours actually worked.
2. If more calamity days are required than allowed by the State then twelve (12) month employees will report for work on those days. If an employee doesn't believe he/she can safely travel to work they should notify their Immediate Supervisor. Such employee(s) may use accrued vacation or personal time in lieu of reporting to work.
3. No accumulation of calamity time will be charged against employees for two-hour delays or early dismissals. Days are considered calamity days only when school is closed all day.

B. Delays

1. All employees, except bus drivers, are required to report for work at their regular start times. If an employee doesn't believe he/she can safely travel to work he/she should notify their Immediate Supervisor.

2. An employee who arrives late may make up lost time at the end of his/her shift (with the approval of the Supervisor); use accrued vacation or personal time; or waive compensation for the time lost.
3. If the employee makes up the time lost without obligating the Employer to pay overtime pursuant to the FLSA or Section 17.4 prior to the end of the pay period, waiver of compensation will not occur.
4. All employees at work during a delay, which then becomes a calamity day, will be compensated at the rate of time and one-half for all hours actually worked and straight time for the balance of their regular contractual work day.

C. Early Dismissal

All employees are required to work until their regular quitting times. Bus drivers will report early and will be compensated for their regular contracted time plus time and one-half for any additional time required to work due to calamity.

14.3 Excessive Tardiness or Absenteeism

When the Employer has established that an employee has developed a pattern of excessive tardiness or absenteeism which demonstrates abuse, the employee may be subject to disciplinary action.

14.4 Working Hours

- A. The normal workday is eight (8) hours. The normal workweek is forty (40) hours.
- B. Working hours may vary depending upon the requirements of the different job classifications.
- C. The working hours will be explained to each employee by his/her immediate supervisor.
- D. An employee's calendar work schedule:
 1. Will not be changed without mutual agreement between the Employer and employee. The employee shall notify the Local President of any calendar change, subsequent to reaching an agreement with the Employer.
 2. Once the Board has issued the school calendar, the employees' calendar work schedule will not be changed, except by mutual agreement between the Employer and the Local.

14.5 Workweek

- A. The workweek begins at 12:00 a.m. Sunday and extends to 11:59 p.m. the following Saturday. Each workday is considered as beginning at 12:00 a.m. and extending for a twenty-four (24) hour period.
- B. No employee shall be required to take time off during such employee's regular five (5) consecutive days workweek in order to work on one or more days beyond such employee's regular workweek. Nothing herein shall preclude an employee from voluntarily working beyond his/her regular workweek.

14.6 Medication

Employees may be required to dispense and administer only medications that are for chronic conditions that are prescribed only by physicians, and in the event the school nurse, first-aide supervisor, or immediate administrator is unavailable.

14.7 Work Rules

- A. The Employer shall provide copies of all existing work rules, policies, or directives to the Local Officers and the employees.
- B. Copies of newly established work rules or amendments to existing work rules will be furnished to and discussed with the appropriate Local officials prior to their posting and implementation.
- C. No such work rules, policies, or directives shall conflict with or violate any provision of this Agreement, and such rules, policies, and directives shall be reasonable and applied consistently where applicable.

14.8 Personnel Files

An employee may inspect his/her personnel file that is maintained by the Employer. The employee may have a Union Representative present during such inspection. The employee may obtain a copy(s) of his/her files at a cost of \$0.10 per page.

14.9 Lunch Periods – Breaks

- A. Employees working six (6) or more hours a day shall be entitled to a sixty (60) minute uninterrupted and unpaid lunch period.
- B. Employees working six (6) or more hours a day shall be entitled to two (2) uninterrupted and paid fifteen (15) minute rest periods, to be scheduled with approval of the building administrator.
- C. Part-time employees working less than six hours may take a break with full-time employees as long as break time is made up.

14.10 Mandatory Meetings

All mandatory meetings scheduled for any classification shall be compensated at the regular rate of salary. Meeting notices shall clearly state whether a meeting is mandatory or voluntary.

14.11 Calendar Adjustment

- A. When the Employer determines that a need exists for additional work on a building level basis, the work shall be offered at the negotiated hourly rate.
- B. All elementary secretaries will be employed for seven and one-half (7.5) hours per day.
- C. All Paraprofessional Media Aides must work during parent-teacher conference days. No personal leaves will apply to these days, and no calendar adjustments will be made.
- D. Paraprofessional Media Aides will work 187 days per year.

14.12 Resignation - Required by Employee

- A. Written letters of resignation are required from employees who desire to terminate their positions as regular employees of the Board. All such letters should be addressed to the Director of Human Resources and Community Relations and should be received by him/her at least thirty (30) days in advance of the desired date of resignation.
- B. While no reason for resignation is required, employees are encouraged to state a reason in order that the Employer may take steps to correct unsatisfactory conditions of employment if such reason is given for a resignation. Reasons are also desirable in order to answer future official inquiries concerning the employee's termination of employment.

14.13 Principal's Duties

In any building in which an assistant principal has not been assigned, a central office administrator(s) shall have responsibility for the building when the principal is absent from the District. No secretary shall be responsible for the administration of any building; the responsibilities of such secretary are outlined in the job description for that position.

ARTICLE 15 - VACATION, HOLIDAYS, AND LEAVES

15.1 Vacation

- A. The vacation policy pertains to full-time employees only. For the purpose of this Article, a full-time employee is a person who is contracted to work at least eleven (11) months in each calendar year.

- B. For the purpose of determining the eligibility for vacation benefits, the date of employment shall be the employee's first workday as a bargaining unit member.
- C. All vacation leave accrued through the date of ratification of this contract which begins July 1, 2008 shall be capped. After that date vacation not taken within a year of accrual will be forfeited.
- D. Effective July 1, 2008, the vacation schedule is as follows:
 - 1. 6 Months to 1 Year - 6 workdays
 - 2. After 1 Year - 12 workdays
 - 3. After 10 Years - 15 workdays
 - 4. After 17 Years - 24 workdays

Employees shall be granted partial vacation days to the nearest quarter of an hour.

- E. A newly hired employee, or a school calendar employee awarded a full-time position, cannot use vacation for the first six (6) months in the position, unless approved by the Director of Human Resources and Community Relations.
- F. A school calendar employee who is awarded a full-time position shall begin accruing vacation on the effective date of assignment to the position and shall be granted vacation in accordance with his/her District seniority.
- G. An employee entering the District from other school systems or any public agency in Ohio (other than as an elective office) has the responsibility of notifying the Director of Human Resources and Community Relations of any prior service. The employee's prior service will be counted as service for the purpose of computing the amount of vacation leave.
- H. All vacation hours are allotted in accordance with the regularly scheduled hours of the employee involved.
- I. Vacation is paid on the salary or hourly rate in effect at the time the vacation is taken.
- J. If a holiday occurs during an employee's vacation, an extra day is taken at a time arranged with his/her supervisor.

15.2 Vacation - Unused Leave to the Surviving Spouse

In case of the death of an employee, any unused vacation pay shall be paid to the surviving spouse, or other designated dependent.

15.3 Vacation - Unused to Employee Terminating Service

In case of termination of an employee, he/she shall be entitled to compensation of all earned but unused vacation leave to his/her credit at time of separation.

15.4 Paid Holidays

- A. All full-time (eleven (11) months or more per year) employees after completing thirty (30) days of employment, are entitled to the following holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, and Memorial Day. In the event that Christmas Eve, Christmas Day, New Year's Eve or New Year's Day occurs on a weekend they shall be designated as floating holidays and scheduled at the discretion of the Employer, during Christmas break.
- B. All school calendar employees after completing thirty (30) days of employment, are entitled to the following holidays: Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day and Labor Day. In regards to Labor Day, if an employee is not scheduled to work immediately prior to Labor Day, the employee must then work or be properly excused from work on the last scheduled workday of the previous school year and work the first scheduled workday of the new school year. In regards to Memorial Day, if the last scheduled workday for the school year is prior to Memorial Day the employee must work or have accrued earnings the last scheduled workday before the holiday. In the event that Christmas Day or New Year's Day occurs on a weekend they shall be designated as floating holidays and scheduled at the discretion of the Employer, during Christmas break.
- C. If Independence Day falls on a Sunday, the day following is observed as the holiday. If Independence Day falls on Saturday, the day preceding the holiday will be observed.
- D. The employee must be in active pay status on his/her last scheduled workday before a holiday(s) and his/her first scheduled workday after the holiday(s) in order to be eligible for payment.
- E. If a holiday falls during the time an employee is on sick leave, the employee is paid holiday pay and the day is not deducted from accumulated sick leave.

15.5 Sick Leave Policy

- A. All employees shall be granted sick leave without loss of pay according to the following policy:
 - 1. Sick leave shall be granted at the rate of one and one-fourth (1¼) days per month of service credit. The total accumulation per fiscal year is fifteen (15) days. Unused sick leave shall accumulate to a maximum of 220 days for school calendar employees. Unused sick leave for full time employees shall accumulate to a maximum of 250 days. (For the purpose of this section, the fiscal year begins on July 1 and extends through the following June 30.)

2. The Director of Human Resources and Community Relations may request satisfactory proof for absence from work due to illness before payment of sick leave is made. If an employee refuses to submit proof, sick leave pay will not be allowed and the employee may be subject to disciplinary action.
3. No employee shall lose his/her accumulated sick leave by reason of having been on leave of absence.
4. Employees entering the system from other school systems or any public agency in Ohio have the responsibility of notifying the Director of Human Resources and Community Relations of any accumulated sick leave.
5. Each employee who has exhausted his/her accumulated sick leave, upon written request of the employee, shall be entitled to an advancement of up to five (5) days, providing these days can be subsequently earned during the current school year. Such sick leave shall be charged against subsequently accumulated sick leave until the advancement is repaid.

B.

1. Employees who are contracted to work 215 or fewer work days per year and use less than four (4) days of sick leave per fiscal year shall be credited with two (2) days per year of severance pay upon separation above the maximum days allowed in Sections 16.5 A, B and C. This payment shall be calculated at the employee's regular rate of pay in effect at the time of his/her retirement or death.
2. Employees who are contracted to work more than 215 work days per year who use less than five (5) days of sick leave per fiscal year shall be credited with two (2) days per year of severance pay at separation above the maximum days allowed in Sections 16.5 A, B and C.

15.6 Sick Leave Use

- A. Sick leave shall be granted to an employee only upon approval for the following reasons:
1. Illness or injury of the employee or a member of the immediate family. (In case of a member of the immediate family not living in the same household, the Employer may credit sick leave when he/she believes it is justified, but such cases should be carefully investigated.)
 2. Death of a member of the immediate family.
 3. Medical, dental, or optical examination or treatment of employee, or a member of the immediate family.

4. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others.
 5. Pregnancy and/or childbirth and other conditions related thereto.
- B. Definition of immediate family: Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian and other person who stands in place of a parent.
 - C. Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in termination and refund of salary or wage paid.
 - D. The Director of Human Resources and Community Relations will consider any exceptional cases in which the above regulations would unreasonably penalize the individual.
 - E. The Director of Human Resources and Community Relations may require the employee to furnish satisfactory proof or affidavit that the absence was due to any of the causes mentioned in this section, regardless of the length of illness.

15.7 Personal Business Leave

- A. Each employee shall be granted three (3) personal business days per year.
 1. Unused days may accumulate to a maximum of six (6).
 2. Requests must be submitted three (3) days in advance.
 3. No reason must be given as long as there is compliance with Section B, below.
- B. No personal business leave shall be used:
 1. On the employee's last scheduled workday before or first scheduled workday after a holiday.
 2. During the first two or last two weeks of school (except 12-month employees).

15.8 Leave of Absence - Definition

- A. A leave of absence is a period of extended absence from duty for which written request has been made and formal approval granted by the Employer. Without request, the Employer may grant a leave of absence to any employee because of physical or mental disability.

- B. Employees may be granted a leave of absence for the following reasons:
 - 1. Illness
 - 2. Disability
 - 3. Maternity
 - 4. Enlistment in the Armed Forces of the United States
 - 5. Miscellaneous
- C. Compensation during leaves of absence will be dependent upon the type of leave and will be determined by the Superintendent.
- D. Increment credit on the pay schedule will be granted during leaves of absence for military duty.
- E. Sick leave credit will not accumulate during an unpaid leave of absence.
- F. Leaves of absence for any purpose will not extend for a longer period than one calendar year. Leaves of absence may be renewed, upon request to the Employer, for a one-year period.
- G. An employee who fails to return to duty within three (3) days of completion of a leave of absence, without explanation to the Employer, may be dismissed.

15.9 Personal Illness/Illness in the Immediate Family

- A. Eligibility: An employee who has completed their initial probationary period with the Employer, who is unable to perform satisfactorily the duties of his/her position because of personal illness, other disability, or an illness in the immediate family may be granted a leave of absence without pay for a period not to exceed 12 months. Extension of the leave for an additional 12 months may be granted under unusual circumstances at the discretion of the Director of Human Resources and Community Relations and Superintendent and upon approval of the Board of Education.
 - 1. The immediate family shall include parents, grandparents, children, spouse, or corresponding relative of said spouse regardless of location, or of any person in the employee's household who is dependent on the employee for care.
- B. Application for Leave: A written application to the Director of Human Resources and Community Relations for a leave of absence for ill health shall be accompanied by a statement from the attending physician giving the nature of the illness and definitely recommending that the employee be relieved of his duties.
- C. Application for Reinstatement: After an application for leave of absence for ill health has been granted, the responsibility for requesting termination of the leave and reappointment rests with the employee. If such a request is not made earlier

than four weeks before the expiration of the leave, the employee shall be considered as having severed his/her connection with the District.

- D. Termination of Leave: A request for termination of leave and reappointment to duty shall be accompanied by a physician's certificate indicating that the employee has been examined by the physician and that he is able to resume his regular duties with the Employer.
- E. Unrequested Leave of Absence: Without a request on the part of the employee, the Employer may grant a leave of absence, or a renewal thereof, to any employee because of mental or physical disability but such employee shall have the right of a hearing on unrequested leave of absence in accordance with O.R.C. Section 3319.13.
- F. Request to Return to Work: Upon written request to the Director of Human Resources and Community Relations of an employee's intentions to return to work after a leave of absence for personal illness, and he/she is medically approved to do so, he/she may expect to return to the same position.
- G. Earned accumulated sick leave shall be retained to the employee's credit, but no additional sick leave days shall be accumulated during the leave of absence. No service credit shall be granted for a leave of absence for illness on the pay schedule.

15.10 Bereavement Leave

- A. Employees may be absent from regular duties because of death in the immediate family, without loss of pay, as follows:
 - 1. Three (3) days are considered reasonable for absence due to death in the immediate family. However, additional days may be granted where the circumstances of a particular situation may warrant additional day(s).
 - 2. For the purpose of this section, the immediate family shall include: Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of parent and uncles, aunts, nieces and nephews.
 - 3. Absence due to death in the immediate family shall not be charged to the employee's accumulated sick leave. If an employee desires and is approved for additional days, said additional days will be deducted from sick leave upon approval of the Superintendent.
- B. Regulations pertaining to Section A are as follows:
 - 1. Employee's pay is for the normal number of hours per day that the employee usually works at his/her per diem rate in effect at the time of bereavement.

2. No extra pay will be granted for multiple or simultaneous deaths occurring within the same period.
3. No pay will be granted in deaths where, because of distance or other reasons, the employee does not attend the funeral of the deceased, except under extenuating circumstances.
4. If requested by the Director of Human Resources and Community Relations, satisfactory proof of death shall be furnished.
5. If such days occur during the employee's vacation, additional time shall be granted with time arranged with employee's supervisor.
6. If the employee is on a leave of absence, no bereavement pay will be made.
7. Employee requesting pay under the bereavement policy must complete the necessary form and note same on his time card before payment may be granted.

15.11 Assault Leave

- A. All cases of physical violence upon the person of an employee shall be reported to their supervisor. All employees shall be granted not more than thirty days of leave without loss of pay when such employee is unable to perform his/her duties by reason of being assaulted by another person while in the course of the assaulted employee's employment. Assault leave shall not be deducted from sick leave or personal leave. The Superintendent may request such employee provide a doctor's statement certifying that such employee cannot perform his/her duties by reason of such injuries.
- B. If an employee receives Worker's Compensation for days covered by this provision the employee shall turn over the money paid by Worker's Compensation for days during which they received assault leave pay.

15.12 Leave of Absence - Maternity

- A. Any employee who is pregnant, who has completed the probationary period and desires to remain an employee of the District, upon request, may be granted a leave of absence from her work for maternity purposes.
- B. The employee should report her condition to her immediate supervisor as soon as it becomes known. A statement from the attending physician giving the anticipated date of birth of the child must be submitted. Before returning to work, she shall submit a statement from a physician stating that she is in physical condition to perform her duties. Upon written request to the Director of Human Resources and Community Relations of her intention to return to work after a

maternity leave, and she is medically approved to do so, the employee may expect to return to the same job classification.

- C. Upon return to work after a maternity leave, the employee shall be credited for prior service only. Sick and/or vacation leave shall be granted for a maternity leave.
- D. Maternity leave shall be limited to one year unless a special exception is made by the Superintendent.
- E. Maternity leave shall be without pay.
- F. If maternity leave has been granted, earned accumulated sick leave shall be retained to the employee's credit, but no additional sick leave shall be accumulated during the leave.
- G. No vacation time will be earned during maternity leave.

15.13 Jury Duty

- A. The Employer encourages employees to perform their civic responsibilities when called upon for jury duty.
- B. The Director of Human Resources and Community Relations and the immediate supervisor shall be notified promptly when a jury summons is received.
- C. The full rate of compensation shall be allowed for such service provided the check received for the jury service is endorsed and made payable to the Board of Education. Payments will be based on the pay rate on record at the time of such service. Payments will be made only for time lost from work because of jury duty.
- D. An employee requesting pay for jury duty must complete the necessary form and note same on his/her time card before payment may be granted.
- E. Time taken off for jury duty shall not be charged to accumulated leave due the employee.

15.14 Court Appearance as Witness

Time lost by an employee to give testimony as a witness in court shall not be charged against personal leave if such employee is subpoenaed unless the employee is named in the cause of action. The full rate of compensation shall be allowed for such services provided the check received as a witness fee is endorsed and made payable to the Board of Education. If the amount of the check from the court is greater than the amount of compensation due to the employee, the employee shall receive the difference.

15.15 Absence - Employee Responsible for Reporting

In case it is necessary for an employee to be absent from duty, the employee shall notify his/her immediate supervisor as soon as the necessity for absence has been determined or as soon thereafter as feasible so that a substitute may be called. Absence for reasons other than illness shall be approved in advance by the Director of Human Resources and Community Relations, except in emergencies.

15.16 Absence - Authorized - Time Off Unpaid

- A. All employees are expected to discharge the duties of their respective positions and shall not be absent except for reasons authorized by this Agreement, or for such other good and sufficient reasons as may be approved by the Director of Human Resources and Community Relations. Partial or full compensation during a period of authorized absence may be paid within the limitations of this Agreement or the law governing such absence.
- B. Leave without pay may also be authorized by the Director of Human Resources and Community Relations.

15.17 Absence - Due to Emergency

In the event of an absence resulting from travel difficulty between the employee's place of residence and his/her place of employment, the Director of Human Resources and Community Relations may waive the pay deduction if the travel difficulty arises from storm, flood, or other conditions beyond the control of the employee, and if in the judgment of the Director of Human Resources and Community Relations, the employee has made every reasonable effort to reach his/her place of employment. Such days shall be charged against accumulated personal leave.

15.18 Absence - Unauthorized

- A. Any absence for any reason not recognized as valid by the Employer, whether arranged or not, and whether the employee notifies his/her supervisor or not, shall be considered unauthorized absence and no payment or compensation shall be made. Unauthorized absence from duty shall be considered by the Employer as grounds for suspension or termination of the employee.
- B. Unauthorized absence of more than three (3) successive workdays will automatically terminate employment.

15.19 Leave of Absence - Military Duty

- A. Eligibility: Any employee who has completed the ninety (90) day probationary period with the Board shall be granted a leave of absence to be inducted or otherwise enter military service in accordance with the provisions of the law (O.R.C. Section 5923.05).

- B. Application for Leave: Application for leave of absence for military duty should be made as far in advance of that duty as is feasible, but not later than the date upon which orders to report for military duty are received. Leave of absence granted for military service shall be for not more than four years at a time. The person desiring the military leave to be extended must apply for the extensions prior to the expiration of the leave in effect.
- C. Application for Reinstatement: Application for reinstatement as an employee of the Board shall be made within ninety (90) days after discharge from military service for which leave was granted. Upon evidence of honorable discharge and upon proper application for reinstatement to duty, the employee, subject to passing the physical examination, shall be returned to a position similar but not necessarily the same as the one he left. Application for reinstatement does not apply to anyone with a dishonorable discharge.
- D. Credit on Salary Schedule: For the purposes of seniority and placement on the salary schedule, years of absence in military service of the United States, not to exceed five years, shall be counted as though regular service had been performed at the time.
- E. The accumulated sick leave shall be retained to the employee's credit, but no additional sick leave shall be accumulated during the military leave.

15.20 Worker's Compensation

- A. All employees are covered by Worker's Compensation laws in cases of injury or death incurred in the course of or arising out of their employment. The cost is paid by the Board of Education and no contributions are required from individual employees.
- B. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application may be filed with the Bureau of Worker's Compensation.
- C. If approved for Worker's Compensation which would require being off work, the employee may choose to take Worker's Compensation leave or employee sick leave. In an effort to better control costs, from July 1, 2013 through June 30, 2015, new Worker's Compensation cases will not have the option of choosing sick leave. The parties will evaluate this proposal prior to entering into a subsequent contract.
- D. For an employee who is on approved Worker's Compensation leave in which the Board is the employer, the employee's insurance benefits will be paid by the Board for one (1) year. Any further continuation of insurance benefits will be fully paid for by the employee without any contribution from the Board. At this point, if the employee cannot return to work or will not assume a Transitional Work Assignment, he/she will be evaluated by a doctor mutually agreed upon by the Board and OAPSE to recommend an appropriate course of action.

- E. Updates regarding the status of Worker's Compensation expenses will be discussed periodically in the Labor Management Committee.

15.21 Transitional Work Assignment

The District provides transitional work assignments to members who are temporarily disabled due to work related injury or illness to facilitate the member's return to their regular job assignment. Such assignments will be made under the following conditions:

- A. Upon the member's medical release to return to work with physical restrictions and limitations, a determination will be made by the member's supervisor in consultation with the Superintendent to provide a suitable job assignment which accommodates the member's temporary/partial disability. The Association President will be informed of any transitional work assignment.
- B. The decision to provide transitional work duty assignments will be based on the employee's medical restrictions and limitations and the ability of the department and/or building to provide such assignments. Transitional work assignments will not exceed 120 calendar days during a twelve (12) month period, unless extended by the Superintendent. There shall be no guarantee to provide such assignments. If, after 120 calendar days or extension thereof, an employee is unable to resume his/her regular job assignment or its essential functions, the employee will be placed on sick leave, if any accrued and unused sick time is available, or worker's compensation as appropriate, or the 120 days may be extended by the Superintendent.
- C. The employee shall be compensated at his/her regular earnings rate for all work performed during the course of the transitional work duty assignment. The employee's benefits shall continue to accrue at the employee's regular rate of pay during the transitional work duty assignment.
- D. During the course of a transitional work duty assignment, the employee will be expected to follow prescribed treatment as defined by their attending physician, as well as any requests by the District for additional medical information or clarification through a medical examination by a mutually (Board and OAPSE) approved physician.
- E. Upon a full medical release by the employee's attending physician and approval of the Superintendent, the employee will resume the full duties and responsibilities of his/her regular assigned position. If there is a disagreement concerning whether the employee can resume full duties, the Board will pay for a third doctor's opinion, which will be controlling.

15.22 Leave of Absence - Miscellaneous

- A. Eligibility: If an employee who has completed the ninety (90) day probationary period with the Employer requests a leave, other than personal illness or military,

he/she may make a written request to the Employer stating his/her reason for the leave. This leave may or may not be granted, at the discretion of the Employer.

- B. If the Employer denies the request for leave, then the employee will have to decide whether to remain on the job or resign.
- C. If it is necessary for an employee to resign, and he/she is able later to return to work, he/she may make application to be reappointed whenever there is a job opening.
- D. It will be the responsibility of the employee to ask to be reinstated approximately four (4) weeks before the termination of his/her leave.
- E. If leave has been granted, earned accumulated sick leave shall be retained to the employee's credit but no additional sick leave shall be accumulated during the leave of absence.
- F. In case such absence exceeds three months, the period in excess of three months will not be considered as service credit unless otherwise authorized by the Employer.
- G. If the pay schedule has changed during an employee's leave of absence, his/her basic rate shall be changed according to his/her service record. Except as specified, no increment on the pay schedule shall be allowed for the period of leave.
- H. Family leave will be governed by Federal Law and Board Policy.

ARTICLE 16 - FRINGE BENEFITS

16.1 Health and Wellness Program

A. Purpose

The purpose of the Health and Wellness Program is to assist members whose personal problems are affecting their job performance and to promote better employee health.

B. Eligibility

EAP eligibility in the program is inclusive of all full and part-time members and their dependents as defined by the carrier. Eligibility in the Wellness Program is inclusive of all full and part-time members.

C. Administration of the Health and Wellness Program

1. A committee shall annually be appointed by the Employer, OAPSE, and FEA to oversee operations of the established program.

2. The Health and Wellness Program Committee shall meet quarterly. (Specific individuals and/or cases shall not be discussed.) The topics and agenda for this meeting shall be limited to program issues such as: administration of the program, costs of the program, and periodic evaluation of the program.

Reporting information shall be limited to restrictions on confidentiality and EAP guidelines.

3. Membership on this committee shall include: three (3) unit members appointed by the President of the FEA, a Board member, two (2) administrative members appointed by the Superintendent and three (3) representatives from OAPSE. All committee recommendations must be reached by consensus.

D. Scope of Health and Wellness Program

1. The Health and Wellness Committee will meet to examine costs and savings, to investigate ways to save administrative costs (including the review of other insurance networks and third party administrators) and to educate staff about insurance usages.
2. The Employer shall provide an Employee Assistance Program that offers counseling in each of the following areas:
 - a. drug and alcohol problems
 - b. emotional problems
 - c. family problems
 - d. marital problems
 - e. legal/financial problems
3. The Employer shall provide, at no cost to the member, initial consultation and/or assessment service as defined within the program.
4. The Employer accepts that in cases involving professional treatment, sick leave will be granted for treatment or rehabilitation on the same basis as is granted for other health purposes. Unpaid leave shall be recommended when treatment or rehabilitation is needed, and no paid leave is available. The directed member will be required to be medically certified as capable of returning to work before being readmitted to his/her work site.
5. Implementation of this policy will not jeopardize a member's job security.
6. This policy is voided by refusal of a member to accept professional assessment and treatment, if needed, or failure to respond to diagnosis and treatment, if needed, when job performance is affected, and shall not be interpreted as a waiver of the Employer's responsibility to follow proper disciplinary procedure.

7. All information regarding a member’s participation in this program will be confidential.

16.2 Insurance Section 125 Plan

Employees shall have the right to voluntarily participate in the IRS Section 125 Plan, which allows the employees' portion of insurance premiums to be paid with pre-tax dollars.

16.3 Medical, Dental and Vision Insurance

- A. A new employee may enroll within sixty (60) days of employment, however, employees must complete thirty (30) days of employment to be eligible for the Employer’s portion listed below.

B. Major Medical

The Employer shall have two (2) Major Medical Insurance Policies consistent with the following:

Option 1 \$500/\$1000

- \$500 Individual/\$1,000 Family Deductible
- Coinsurance is 80% Board paid in-network and 60% Board paid out-of-network
- Maximum out-of-pocket per year in-network is \$1,500 single and \$3,000 family
- Maximum out-of-pocket per year out-of-network is \$2,500 single and \$5,000 family
- \$75 employee co-pay then plan pays 100% for ER visits
- Covered prescription drugs will be subject to the following co-pays:

	<u>Mail (90-Day)</u>	<u>Retail (30-day)</u>
Generic	\$25.00	\$10.00
Formulary	\$87.50	\$35.00
Non-formulary/Brand	\$150.00	\$60.00

- Specialty Drugs 20% of cost to a maximum of \$150.00
- This option is only available to the employees who participate in annual health screenings.

Option 2 \$1,000/\$2,000 Plan

- \$1,000 Individual/\$2,000 Family Deductible
- Coinsurance is 80% Board paid in-network and 60% Board paid out-of-network
- Maximum out-of-pocket per year in-network is \$2,500 single and \$5,000 family.
- Maximum out-of-pocket per year out-of-network is \$3,500 single and \$7,000 family.
- \$150 employee co-pay then plan pays 100% for ER visits
- Covered prescription drugs will be subject to the following co-pays:

	<u>Mail (90-Day)</u>	<u>Retail (30-day)</u>
Generic	\$25.00	\$10.00
Formulary	\$87.50	\$35.00
Non-formulary/Brand	\$150.00	\$60.00

- Specialty Drugs 20% of cost to a maximum of \$150.00

C. Employee premiums under either plan

- Employee premiums will be reduced in 2% increments, to a maximum reduction of 10% based upon the results obtained on the previous fall health screening.

The following results based incentives and co-pay apply:

Employees hired prior to January 1, 2006, shall contribute the following percentages toward the monthly premium for Major Medical Option 2:

<u>Contractual Hours</u>	<u>Employee Co-pay</u>	
	Base	Reduced
1500+ contractual hours/year	15%	5%
1080 up to 1499.99 contractual hours/year	19%	9%
701 up to 1079.99 contractual hours/year	23%	13%

Employees hired January 1, 2006 or later, shall contribute the following percentages toward the monthly premium for Major Medical Option 2:

<u>Contractual Hours</u>	<u>Employee Co-pay</u>	
	Base	Reduced
1500+ contractual hours/year	22%	12%
1080 up to 1499.99 contractual hours/year	30%	20%
701 up to 1079.99 contractual hours/year	38%	28%

*Contractual hours are set as of November 1 each year for purposes of benefit eligibility and premium contribution.

Effective January 1, 2014, contingent upon public exchanges being available in the State of Ohio, employees contracted for less than 901 hours per year will not be eligible for healthcare benefits through the School District.

The contribution rate for each individual participant will be determined based on the results of the screenings from the previous fall. The Health and Wellness Committee will be responsible for determining how premium credits are earned.

The employee may choose to enroll in either Option 1 or Option 2. The Board will pay the same total dollar amount represented by the foregoing percentages toward the premium cost for Option 1. The employee would pay the remaining balance above the Board's dollar contribution if he/she chooses to enroll in the Option 1 Major Medical plan.

D. Dental

For members eligible for Health Insurance, the Employer will provide Dental Insurance. The members shall contribute 10% for Dental Insurance.

E. Vision

The Employer will provide for each unit member eligible for insurance and his/her family (if applicable) a Vision Insurance plan which equals or exceeds the following specifications:

1. Deductibles – As established by the Major Medical policy carrier
2. Examinations – Once every twelve (12) months
3. Lenses – Once every twelve (12) months
4. Frames – Once every twenty-four (24) months

The cost of Vision Insurance is included in Major Medical premiums.

F. Insurance premium co-pay(s) will be deducted twice a month.

G. In the event that the District employs spouses who are both eligible for insurance coverage, one spouse must make the employee contribution for family coverage or both employees may make the contribution for single coverage. Each

employee is only eligible to be covered by a maximum of one medical insurance policy through the District.

- H. The employee shall notify the Employer immediately of the ineligibility of his/her spouse or last dependent.
- I. If an employee's spouse has access to other medical coverage, either through his/her employer or a retirement system, the spouse is not eligible for any coverage under Fremont City Schools' health plan.
- J. School calendar employees during the summer break shall present a check or money order to the Classified Payroll/Benefits Coordinator in the Administration Office to cover the premium due for the plan in which they are enrolled. A memo will be attached with the last check of the school year notifying employees of the due dates and premium amount
- K. Employees will be able to enroll in the District's insurance plans in November of each year for coverage beginning the following January 1.
- L. The Employer has the discretion to select the insurance carrier, third party administrator and/or type of insurance (e.g. traditional or self-insured). The coverage provided will be substantially similar to, or better than, the coverage in effect immediately prior to the change.

16.4 Group Life Insurance

- A. All employees working 15 hours or more per week are eligible for life insurance (after their initial probationary period).
- B. The Employer shall pay the premium toward a \$30,000 term life insurance policy for the benefit of all eligible employees.
- C. Employees will be allowed to pay life insurance premiums after retirement if the insurance carrier policy so permits.
- D. This benefit will be offered subject to carrier approval of individual employees participating, at no cost to the employee. However, in the event that the Employer has problems obtaining said insurance for employees because of age, the Employer will notify the Local President and will jointly solicit insurance carriers to obtain coverage.

16.5 Retirement Benefits

- A. Any employee who retires and has five (5) or more years of current consecutive service with the District shall be paid thirty-five (35) days of accrued but unused sick leave credit.

- B. Any employee who retires and has accrued unused sick leave in excess of seventy (70) days shall be paid one-half of the days in excess of the seventy (70), not to exceed fifteen (15) days. These days are in addition to the thirty-five (35) days as authorized pursuant to Section A above.
- C. Any employee (who is eligible for retirement) with seventeen (17) or more years of consecutive service with the Fremont City Schools shall receive an additional severance of twenty (20) days pay. To be eligible for this bonus the employee must have in excess of one hundred fifty (150) days of accrued and unused sick leave. These days are in addition to those authorized pursuant to Sections A and B above.
- D. The provisions of this Article shall apply only upon retirement into the School Employees Retirement System. These payments shall be calculated at the employee's regular rate of pay in effect at the time of his/her retirement.
- E. Such payments eliminate all sick leave credit accrued by the employee and shall be made only once.
- F. Such payments shall be made to the employee no later than sixty (60) calendar days of his/her effective date of retirement with the School Employees Retirement System and the employee is in compliance with all conditions of retirement.

16.6 Maintenance Employee Uniforms

The Employer will provide uniforms to maintenance employees, under the same terms and conditions as fleet mechanics. Maintenance employees will be required to wear the uniforms and will be provided the opportunity to have input into the selection process for the uniforms.

16.7 Criminal Background Checks

The Board and the employee will share (50/50) the cost of any background check(s) after the employee's hire required by the State.

ARTICLE 17 - COMPENSATION

17.1 Pay Schedule

- A. Employees shall advance one step on their respective schedule on July 1st of each year the employee is eligible for a new step.
- B. An employee employed for four (4) hours or less per day shall advance only one (1) step for each two (2) years of service until the top step is reached. Two years of part-time service (4 hours or less per day) shall represent one (1) year of service.

- C. A full-time employee's placement on the salary schedule shall equal or exceed the employee's SERS credit that has been earned in the District.

17.2 Placement on Pay Schedule

- A. A newly hired employee without experience will be placed on step (1) of the salary schedule.
- B. A newly hired employee with experience must verify that experience as it relates to the job classification in which he/she is employed.
 - 1. All employees must verify their previous experience during the 90 day probationary period. Once the employee has completed his/her probationary period, no adjustments will be made to the salary schedule.
 - 2. Employees shall be notified in writing of this requirement after the employee is hired. This provision shall not be applied in such a manner to prohibit the correction of administrative errors made in schedule placement.
- C. New employees must complete their initial probationary period by July 1st in order to advance one (1) step on the pay schedule.

17.3 Longevity Step

- A. The longevity salary increment will be implemented upon completion of 15 and/or 20 years of service with the District as of the latest anniversary date of hire as a regular employee. Only years worked for the District are to be counted in determining eligibility for longevity.
- B. An employee must complete 120 days of service for the District in a twelve month period between anniversary dates to receive one (1) year of credit. A person employed for four (4) hours or less per day shall receive one (1) year of credit for two (2) years of service for longevity purposes.

17.4 Overtime

- A. Employees will be offered overtime work in the building in which they are working, when the Employer determines that overtime is necessary.
- B. Overtime work will be distributed by the Employer on a rotation basis within the building, among those qualified to do the work, beginning with the employee with the greatest length of service. If there is no voluntary acceptance of the offered overtime, it shall be assigned in rotation. In any emergency, the supervisor has authority to assign the necessary overtime work.
- C. Permission to work overtime must be obtained in advance from the Employer.

- D. All overtime must be reported on the employee's time card and approved by the immediate supervisor before payment for overtime may be made.
- E. All hours worked or in active pay status in excess of 8 hours per day or 40 hours per week will be paid at one and one-half (1-1/2) the employee's hourly rate and at two (2) times the hourly rate for Sundays and holidays as defined in this Agreement.
- F. It is not the policy of the Employer to require an employee who works overtime to take time off to offset or avoid such overtime.

17.5 Minimum Pay For Off-Duty Call-In

- A. Maintenance, Custodial and Fleet Maintenance employees will receive a minimum of one (1) hour's pay at the regular rate of pay for off-duty call-in when called back by the Employer or law enforcement personnel, unless the supervisor approves additional time.
- B. Employees who are scheduled to work outside their normal workday will receive one (1) hour's pay at the regular rate, unless the supervisor approves additional time. This does not pertain to time worked at the beginning or end of the employee's regular workday. The intent of this provision is to compensate the employee who is asked to give up time on weekends, holidays or evenings.
- C. Employees must verify their time in and out with their supervisor.

17.6 Paycheck

- A. All employees are paid by check biweekly. Payroll checks are distributed every other Friday. Employees who begin working for the Board on or after July 1, 2008 shall be required to have their paychecks direct deposited into an account of their choosing. Employees who began working for the Board prior to July 1, 2008 are not affected by this requirement. The payroll dates will be explained to each employee by his/her immediate supervisor at time of employment. When payday falls on a holiday, paychecks will be distributed on the last day that the Administration Office is open preceding the holiday. Once eighty percent (80%) or more of the bargaining unit employees participate in direct deposit of their paycheck, all employees will be required to participate in direct deposit of their paychecks.
- B. An employee absent from work on a payday may pick up his/her check when he/she returns to work. If he/she needs the check before returning to work, a signed written request to the payroll clerk will enable a friend or relative to obtain it, or it may be mailed to the employee. The Employer will not release a check unless authorized in writing by the employee.
- C. If the employee wishes his/her check mailed, he/she shall provide the Employer with a stamped self-addressed envelope for this purpose.

- D. Employees will be notified of their accumulated sick leave, personal days, and vacation each month. The amount of accumulated sick leave, personal days, and vacation shall be listed on the paycheck stub.
- E. In the event there is a payroll error or an employee loses his/her paycheck, the employee should individually contact the Classified Payroll Benefits Coordinator or the Treasurer immediately in order that the error can be resolved.

17.7 Building Usage

District Rental Guidelines shall be followed regarding all building usage.

**ARTICLE 18 - IN-SERVICE TRAINING, MEETINGS
AND WORKSHOPS**

18.1 Meetings-Workshops-Reimbursement

- A. Employees are encouraged to attend meetings that contribute to the improvement of their jobs.
- B. Study sessions and workshops shall be classified as follows:
 - 1. Local meetings within the State
 - 2. National meetings outside the State
 - 3. Other (not sponsored by professional organization)
 - a. University Workshops
 - b. Observations
 - c. Seminars
- C. Eligibility for Attendance:
 - 1. Eligibility for attendance is based on the following criteria:
 - a. Membership in the organization sponsoring the meeting is desired.
 - b. Meetings should be related to employee's current area of employment.
 - c. If more than one employee is interested in the same meeting, approval shall be based upon rotation and administrative recommendations.
 - d. Attendance at these meetings should be for job-related improvement and not as a reward for service.
 - e. Any employee may make application for a local trip any year.
 - f. Employees may apply for a national trip every three (3) years.

2. Approval shall be for the following:
- a. Trips costing \$200 and under may be awarded by the building principal/immediate supervisor providing sufficient funds are available in the appropriate account. Trips exceeding \$200, but up to \$300, must be approved by the Superintendent after initial approval by the building principal/immediate supervisor certifying that sufficient funds in the appropriate budget account exist.
 - b. Conferences exceeding \$300 must be referred to the Board for approval with appropriate certification by the building administrator/immediate supervisor and Superintendent that sufficient funds exist in the appropriate budget account. Such application shall be in the hands of the Superintendent one week prior to the regular Board meeting to allow sufficient time for action thereon.
 - c. Application for professional leave shall be delivered to the Superintendent at least one week prior to the regular Board meeting to allow sufficient time for action.
 - d. The building principal/department supervisor shall indicate initial approval for both types of trips indicated above.

3. Reimbursement

- a. It is the Board's desire to reimburse for approved trips as fully as possible. However, the following shall be the upper limits for each category and these are not transferable.
 - 1. Travel maximum up to \$180.00 per trip. Mileage not to exceed the IRS rate.
 - 2. Registration fee up to \$90.00 per trip*
 - 3. Lodging expenses up to \$70.00 per night for a maximum of four nights.
 - 4. Meals, including banquet dinners, up to \$25.00 per day for a maximum of five days.

* A higher registration fee that includes a banquet meal may exceed the allowance for registration by the cost of the meal. The daily food allowance will be reduced by a similar amount.
- b. Itemized bills must be submitted for reimbursement on appropriate forms. Actual receipts must be submitted to the Treasurer prior to reimbursement.

- c. Reimbursement for the use of private cars for school business shall be at the IRS rate.
- 4. Representatives of the Ohio Association of Public School Employees are to participate in Local, District, State and National Ohio Association of Public School Employees Association Conventions, workshops, conferences and study sessions. There will be no pay deductions or charge-off against sick leave or personal business for attendance at these activities.
- 5. Should Board rates for the certificated bargaining unit increase, OAPSE rates will increase commensurately.

18.2 In-Service Training

- A. An in-service training program is essential for efficient operation. There are several media used in the training of personnel. Some of these are as follows:
 - 1. Demonstrations by individual employees.
 - 2. Training schools outside of the District.
 - 3. Demonstrations by sales representatives. However, these are to be done in accordance with existing policies covering the admittance of salesmen to the schools.
 - 4. All training programs are to be of a practical nature.
 - 5. Only competent resource people are to be used.
 - 6. Whenever possible the training programs will be held during the employees' working hours. All programs and in-service held beyond employees' regular work hours shall be voluntary.
 - 7. Objectives or goals are to be established prior to training programs.

18.3 At various times, conferences and training sessions will be provided. These will be planned for the purpose of helping employees to improve their skills.

ARTICLE 19 - CAFETERIA

19.1 Whenever cafeteria facilities are to be utilized for food preparation, exclusive of coffee or beverage preparation, a cafeteria employee shall be in the kitchen.

19.2 When the Employer determines that additional hours are needed on a temporary basis in a kitchen, or determines that hours need to be filled because of the absence of an employee, those additional hours will be offered to employees currently working in that kitchen on a rotation basis.

A. The offer rotation will be as follows:

- 1. The hours that need to be filled shall always be offered to the most senior employee in the kitchen first. The employee may accept the hours that

need to be filled in their entirety. If at any time after accepting the additional hours, the accepting employee is off work for any approved reason, the employee will resume this temporary position upon his/her return to work.

2. In lieu of accepting the hours that need to be filled in their entirety, the accepting employee may accept to work part of the offered hours (e.g., 3 out of 5 days), and the remaining hours will then be offered to the next most senior employee in that kitchen, until said hours are filled. If no employee in that kitchen accepts the additional hours, those hours may be filled by a substitute.
3. Probationary employees may be included in the rotation offering prior to filling the hours with a substitute.

B. Cafeteria employees holding two positions in the District will not be participants in the rotation system if the extra hours will put them into a time and one-half situation.

19.3 Anyone required to use a steamer shall receive adequate training.

ARTICLE 20 - CUSTODIANS

20.1 Summer Break

During summer break, all custodial personnel assigned to a school building, excluding the District Office, shall work a standard work day in which the hours may range from 6:00 a.m. to 4:00 p.m. Coaches, the Athletic Director or a building principal will have the responsibility to secure any school building that houses programs or events past the standard 4:00 p.m. end of day for custodial personnel. Building administrators shall not alter the custodial workers' schedule to accommodate a school activity. The summer work schedule will begin two days after the last student day of school and end two weeks prior to the first student day of school.

20.2 After School Special Events During the School Year

When school facilities are used for a special event outside the normally scheduled work hours of the custodial personnel, a Custodian II or III may be scheduled to clean the affected areas and attend to other custodial needs within the building as determined by the building principal.

ARTICLE 21 - ALCOHOL AND DRUG TESTING PROGRAM

21.1 The Employer will pay for required drug testing expenses. The Employer shall provide transportation to and from the testing site for post-accident and reasonable suspicion testing. Random drug tests will be conducted at the worksite.

- 21.2 Bus drivers required to be tested will be compensated at their regular hourly rate for time involved in testing.
- 21.3 If a bus driver's test is positive for drugs and/or alcohol (at .02 and above for alcohol), the driver may be referred for an evaluation by a substance abuse professional or may be disciplined up to and including termination. If the driver is referred for an evaluation, he/she must successfully complete any treatment recommendations and pass a drug and alcohol test before the driver will be permitted to return to work. The driver will also be subject to random drug and alcohol tests for one year if permitted to return to duty. The employee shall be afforded his/her available sick leave, and/or medical unpaid leave at his/her request.
- 21.4 The Employer must require any other employee to submit to a controlled substance test if there is reasonable suspicion to believe that the employee is under the influence of drugs or alcohol or following a work related accident. If an employee tests positive for drugs or the employee's alcohol test results in a reading of .02 or greater, that employee may be referred for an evaluation by a substance abuse professional or may be disciplined up to and including termination. If the employee is referred for an evaluation, he/she must successfully complete any treatment recommendations and pass a drug and alcohol test before the employee will be permitted to return to work. The employee will also be subject to random drug and alcohol tests for one year if permitted to return to duty. The employee shall be afforded his/her available sick leave, and/or medical unpaid leave at his/her request.
- 21.5 Nothing in this Article shall prevent an employee from self-referring using the District's EAP program.
- 21.6 Any disciplinary action may be subject to the grievance procedure.

ARTICLE 22 - CONTRARY TO LAW

- 22.1 This Agreement shall supersede, to the extent permitted by O.R.C. 4117.10(A), provisions of O.R.C. which are contrary to the express provisions of this Agreement.
- 22.2 The parties intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of the Ohio Civil Service laws and rules in all provisions addressed by this Agreement.
- 22.3 If any section(s) of this Agreement is in conflict with federal or state law, except as permitted by O.R.C. 4117.10(A), then that section is null and void while those sections that are not in conflict with federal or state law remain in full force. Any section(s) found to be in conflict with federal or state law, by a court of competent jurisdiction, shall be renegotiated by the parties in compliance with the negotiation procedures of this Agreement.

ARTICLE 23 - COMPLETE AGREEMENT

23.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining. The parties further agree that neither party shall be required to bargain upon any issue until the expiration of this Agreement.

ARTICLE 24 - DURATION

This Agreement shall be in effect from July 1, 2013 until June 30, 2015, except as indicated below.

FREMONT CITY SCHOOLS
BOARD OF EDUCATION

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

By Alex Horobetz 16-17-13
President Date

By Kathy P. Strub 8/29/13
President, OAPSE Local #321 Date

By Marci Z. McCauley 6-17-13
Superintendent Date

By Jamie M. Bernin 8/30/13
Bargaining Team Member Date

By L.M. Chambers 8/16/13
Treasurer Date

By Ellen E. Joseph 8/30/13
Bargaining Team Member Date

By Frene A. Gaschen 9/3/13
Legal Counsel Date

By R. Clow 8/29/13
OAPSE Representative Date

FREMONT CITY SCHOOL DISTRICT
 Classified Employees Salary Schedule
 2013-2014
 Effective 7/1/13

APPENDIX A

Classification	Step 1 1.00	Step 2 1.024	Step 3 1.048	Step 4 1.072	Step 5 1.096	Step 10 1.120	Long. 15 1.144	Long. 20 1.175
<u>CUSTODIAL/MAINTENANCE STAFF</u>								
A - 29.00 Custodial I	12.57	12.87	13.17	13.48	13.78	14.08	14.38	14.77
A - 27.01 Custodial II	15.42	15.79	16.16	16.53	16.90	17.27	17.64	18.12
A - 27.02B Custodial III	15.93	16.31	16.69	17.08	17.46	17.84	18.22	18.72
A - 27.03 Custodial Foreman	17.24	17.65	18.07	18.48	18.90	19.31	19.72	20.26
A - 27.01G Groundskeeper	15.42	15.79	16.16	16.53	16.90	17.27	17.64	18.12
A - 30.03 Maintenance	17.75	18.18	18.60	19.03	19.45	19.88	20.31	20.86
NOTE: A twenty-five (\$.25) cent per hour differential will be paid to night shift employees								
<u>TRANSPORTATION STAFF</u>								
A - 23.01 Fleet Mechanic	17.24	17.65	18.07	18.48	18.90	19.31	19.72	20.26
A - 23.02 Fleet Maintenance Manager	18.15	18.59	19.02	19.46	19.89	20.33	20.76	21.33
A - 23.05 Bus Driver	16.89	17.30	17.70	18.11	18.51	18.92	19.32	19.85
NOTE: The extra trip rate will be \$12.48 for regular bus drivers								
<u>SHIPPING & RECEIVING STAFF</u>								
A - 26.01 Shipping/Receiving Clerk	16.10	16.49	16.87	17.26	17.65	18.03	18.42	18.92
A - 26.02 Delivery Clerk	15.50	15.87	16.24	16.62	16.99	17.36	17.73	18.21
<u>AIDES</u>								
A - 21.00 Paraprofessional Bilingual Aide	13.97	14.31	14.64	14.98	15.31	15.65	15.98	16.41
A - 21.00A Paraprofessional Bilingual Aide (College)	14.63	14.98	15.33	15.68	16.03	16.39	16.74	17.19
A - 21.23 LPN First Aid Supervisor	14.66	15.01	15.36	15.72	16.07	16.42	16.77	17.23
A - 22.20 Student Monitor	12.58	12.88	13.18	13.49	13.79	14.09	14.39	14.78
A - 22.21 Paraprofessional Media Aide	12.87	13.18	13.49	13.80	14.11	14.41	14.72	15.12
A - 22.22 Paraprofessional Aide	12.73	13.04	13.34	13.65	13.95	14.26	14.56	14.96

FREMONT CITY SCHOOL DISTRICT
 Classified Employees Salary Schedule
 2013-2014
 Effective 7/1/13

Classification	Step 1 1.00	Step 2 1.024	Step 3 1.048	Step 4 1.072	Step 5 1.096	Step 10 1.120	Long. 15 1.144	Long. 20 1.175
<u>CAFETERIA STAFF</u>								
LR - 1.02 Cook	12.46	12.76	13.06	13.36	13.66	13.96	14.25	14.64
LR - 1.03 Manager (Elementary)	13.33	13.65	13.97	14.29	14.61	14.93	15.25	15.66
LR - 1.04 Manager (Secondary)	14.00	14.34	14.67	15.01	15.34	15.68	16.02	16.45
<u>ADMINISTRATIVE/CLERICAL OFFICE STAFF</u>								
A - 6.23 Administrative Assistant	14.98	15.34	15.70	16.06	16.42	16.78	17.14	17.60
A - 15.01 Secretary	14.66	15.01	15.36	15.72	16.07	16.42	16.77	17.23
A - 15.011 Accounting Secretary	14.86	15.22	15.57	15.93	16.29	16.64	17.00	17.46
A - 15.02 Office Manager	15.10	15.46	15.82	16.19	16.55	16.91	17.27	17.74
A - 15.07 Attendance Office Secretary	13.89	14.22	14.56	14.89	15.22	15.56	15.89	16.32

FREMONT CITY SCHOOL DISTRICT
Classified Employees Salary Schedule
2014-2015
Effective 7/1/14

Classification	Step 1 1.00	Step 2 1.024	Step 3 1.048	Step 4 1.072	Step 5 1.096	Step 10 1.120	Long. 15 1.144	Long. 20 1.175
<u>CUSTODIAL/MAINTENANCE STAFF</u>								
A - 29.00 Custodial I	12.76	13.07	13.37	13.68	13.98	14.29	14.60	14.99
A - 27.01 Custodial II	15.65	16.03	16.40	16.78	17.15	17.53	17.90	18.39
A - 27.02B Custodial III	16.17	16.56	16.95	17.33	17.72	18.11	18.50	19.00
A - 27.03 Custodial Foreman	17.50	17.92	18.34	18.76	19.18	19.60	20.02	20.56
A - 27.01G Groundskeeper	15.65	16.03	16.40	16.78	17.15	17.53	17.90	18.39
A - 30.03 Maintenance	18.02	18.45	18.88	19.32	19.75	20.18	20.61	21.17
NOTE: A twenty-five (\$.25) cent per hour differential will be paid to night shift employees								
<u>TRANSPORTATION STAFF</u>								
A - 23.01 Fleet Mechanic	17.50	17.92	18.34	18.76	19.18	19.60	20.02	20.56
A - 23.02 Fleet Maintenance Manager	18.42	18.86	19.30	19.75	20.19	20.63	21.07	21.64
A - 23.05 Bus Driver	17.14	17.55	17.96	18.37	18.79	19.20	19.61	20.14
NOTE: The extra trip rate will be \$12.67 for regular bus drivers								
<u>SHIPPING & RECEIVING STAFF</u>								
A - 26.01 Shipping/Receiving Clerk	16.34	16.73	17.12	17.52	17.91	18.30	18.69	19.20
A - 26.02 Delivery Clerk	15.73	16.11	16.49	16.86	17.24	17.62	18.00	18.48
<u>AIDES</u>								
A - 21.00 Paraprofessional Bilingual Aide	14.18	14.52	14.86	15.20	15.54	15.88	16.22	16.66
A - 21.00A Paraprofessional Bilingual Aide (College)	14.85	15.21	15.56	15.92	16.28	16.63	16.99	17.45
A - 21.23 LPN First Aid Supervisor	14.88	15.24	15.59	15.95	16.31	16.67	17.02	17.48
A - 22.20 Student Monitor	12.77	13.08	13.38	13.69	14.00	14.30	14.61	15.00
A - 22.21 Paraprofessional Media Aide	13.06	13.37	13.69	14.00	14.31	14.63	14.94	15.35
A - 22.22 Paraprofessional Aide	12.92	13.23	13.54	13.85	14.16	14.47	14.78	15.18

FREMONT CITY SCHOOL DISTRICT
 Classified Employees Salary Schedule
 2014-2015
 Effective 7/1/14

Classification	Step 1 1.00	Step 2 1.024	Step 3 1.048	Step 4 1.072	Step 5 1.096	Step 10 1.120	Long. 15 1.144	Long. 20 1.175
<u>CAFETERIA STAFF</u>								
LR - 1.02 Cook	12.65	12.95	13.26	13.56	13.86	14.17	14.47	14.86
LR - 1.03 Manager (Elementary)	13.53	13.85	14.18	14.50	14.83	15.15	15.48	15.90
LR - 1.04 Manager (Secondary)	14.21	14.55	14.89	15.23	15.57	15.92	16.26	16.70
<u>ADMINISTRATIVE/CLERICAL OFFICE STAFF</u>								
A - 6.23 Administrative Assistant	15.20	15.56	15.93	16.29	16.66	17.02	17.39	17.86
A - 15.01 Secretary	14.88	15.24	15.59	15.95	16.31	16.67	17.02	17.48
A - 15.011 Accounting Secretary	15.08	15.44	15.80	16.17	16.53	16.89	17.25	17.72
A - 15.02 Office Manager	15.33	15.70	16.07	16.43	16.80	17.17	17.54	18.01
A - 15.07 Attendance Office Secretary	14.10	14.44	14.78	15.12	15.45	15.79	16.13	16.57

OAPSE GRIEVANCE FORM

Grievant's Name

Work Location

Date of Alleged Violation

Date of Step I Meeting

Specific Article(s) and Section(s) alleged to be violated:

Complete and specific description of alleged grievance:

Relief Sought:

Signature of Grievant Date

Validation Signature of Supervisor Date

Step I written response by Immediate Supervisor: _____

Immediate Supervisor's Signature Date

Step II – Director of Human Resources and Community Relations/Designee

Signature of Grievant/Union appeal to Step II

Date

Validation Signature of Director of Human Resources
and Community Relations/Designee

Date

Step II written response of Director of Human Resources and Community Relations /Designee:

Step III – FMCS Mediation

Signature of Grievant/Union appeal to Step III

Date

Validation Signature of Director of Human Resources
and Community Relations/Designee

Date

Step IV – Binding Arbitration

The Union hereby appeals the grievance to Step IV – Binding Arbitration

Signature of Grievant/Union appeal to Step IV

Date

Validation Signature of Director of Human Resources
and Community Relations/Designee

Date

NOTE: Attach additional information as needed.

