

**NEGOTIATED AGREEMENT**

**BETWEEN THE**

**TRIAD LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND**

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
OAPSE/AFSCME, LOCAL 4/AFL-CIO**

**AND ITS**

**LOCAL #693**

**EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2014**

**The negotiated agreement was reopened for salary only during the spring of 2013  
for the 2013-2014 contract year. (See article 14.01)**

**ELECTRONIC COPIES SENT TO:**

- 1 – OAPSE/AFSCME, LOCAL 4/AFL-CIO
- 2 – OAPSE Local #693 President
- 3 – Triad Board of Education Office
- 4 – State Employees Retirement System
- 5 – Triad Intranet



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**ARTICLE 1**  
**RECOGNITION**

- 1.01 The Triad Local School District Board of Education, hereinafter referred to as the “Board”, recognizes the Ohio Association of Public School Employees, OAPSE/AFSCME, Local 4/AFL-CIO and its Local #693 as the sole and exclusive representative of a bargaining unit consisting of classified employees of the district. For the purposes of these negotiations, the term “Employee” or “Employees” shall mean all full-time and regular part-time Classified Employees of the Board. Excluded from the Bargaining Unit are all personnel certificated under Section 3319.22 of the Ohio Revised Code, the treasurer, food service supervisor and temporary and part-time employees who are not employed on a regular basis, classified employees employed in the superintendent’s office, classified employees employed in the treasurer’s office and any other confidential supervisory or management-level employees as defined in Section 4117.01 of the Ohio Revised Code.

**ARTICLE 2**  
**NEGOTIATIONS**

- 2.01 Pursuant to Section 4117.14 (C) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiation and dispute resolution procedure which supersede the procedures listed in Section 4117.14 (C) (2)-(6) and any other procedures to the contrary.
- 2.02 If either party wishes to terminate, modify or negotiate a successor Agreement, it must serve written notice of that intention upon the other party not less than sixty (60) days prior to the expiration of the Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor Agreement. At the first bargaining session, the Union and the Board shall submit their complete proposals for a successor agreement. Neither party may submit additional issues for collective bargaining after submitting its initial proposals unless mutually agreed upon.
- 2.03 Fifty (50) days prior to the termination of this Agreement, the parties jointly shall notify the State Employment Relations Board (SERB) that they intend to utilize these mutually agreed on dispute resolution procedures in lieu of the SERB procedures contained in O. R.C. Section 4117.14 (c) (2)-(6).
- 2.04 If no agreement is reached by the fourteenth (14<sup>th</sup>) calendar day preceding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service. The

Mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.

- 2.05 When and if a successor Agreement is reached by the representatives of the parties, it shall be submitted to the Union for ratification and then to the Board for approval.

### **ARTICLE 3**

#### **BOARD OF EDUCATION RIGHTS**

- 3.01 The Union recognizes that the Board and the Superintendent are solely vested with the right to manage the Triad Schools. Except as modified by a specific and express term of this Agreement, the Board and the Superintendent have the right to take any action they consider necessary and proper to effectuate management policies expressed or implied. There is no duty to bargain over such decisions or the effect(s) of such decisions except as required by O. R.C. 4117.08 (A).
- 3.02 Except as modified by a specific and expressed term of the Agreement, the Board hereby retains and reserves to itself and the Superintendent all rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Ohio and of the United States, including but not limited to the right to: determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs if the Board, standards of services, including the conduct and performance expected of an Employee in emergency organizational structure; manage and direct Employees including the right to select, hire, supervise, evaluate, retain, promote, transfer, assign, schedule, or layoff Employees; maintain and improve the efficiency and effectiveness of school operations, determine the overall methods, process, means, or personnel by which school operation are to be conducted including the management and determination of the location, type and number of facilities, the type of equipment, programs and work to be performed; suspend, discipline, demote, or terminate Employees; determine the adequacy of and effectively manage the work force determine and carry out the overall mission, goals, programs and services of the school district and to utilize personnel in a manner determined by the Board to effectively and efficiently meet these purposes; promulgate and enforce work rules, orders, policies and procedures, subcontract all work except bargaining unit work as listed in Article 1, Recognition; and determine the hours of work schedules. The exercise of any of the foregoing management right requires neither prior negotiations with nor agreement of the Union except as required by O. R.C. 4117.08 (A).

**ARTICLE 4**  
**UNION RIGHTS**

- 4.01 Duly authorized representatives of the Union and its affiliates may transact business on school property during non-working hours.
- 4.02 Upon advance request to the appropriate administrator, the Union may use school district buildings for meetings outside the regular school day.
- 4.03 Upon request, the Union has the right to receive a copy of the budget and annual appropriations and other financial information relevant to negotiations at the expense of the Union.
- 4.04 Employees may attend Union meetings after the employee workday not to exceed one (1) meeting per month; Employees must make up all time lost while attending meeting(s).
- 4.05 The President of the Union will receive in his/her mailbox or via email a copy of each Board meeting agenda and proposed minutes by the morning of the meeting.
- 4.06 The President of OAPSE Local #693 shall have a seat on the school calendar committee as it affects the members of the Classified Employee's Bargaining Unit.

**ARTICLE 5**  
**PAYROLL DEDUCTION**

- 5.01 The Union shall have the sole and exclusive right to have membership dues deducted for Employees in the Bargaining Unit by the Board during the term of this Agreement.
- 5.02 The Board agrees to deduct the Union dues for every Employee who authorizes the Board to do so in writing. The Union must give the treasurer a list of those Employees for whom deductions are to be made and the amounts to be deducted by September 15 each year. Such dues shall be deducted in approximately equal installments twice monthly, beginning with the first pay in October and ending with the second pay in August.
- 5.03 Enrollment for dues deduction shall be made upon the submission of a signed statement of authorization submitted to the treasurer of the Board by the Union by September 15. Such dues authorization shall be continuous and can only be revoked subsequent to ten (10) days prior to the expiration of this Agreement. Written notice of revocation shall be executed and served upon the treasurer of

the State Union between said dates. Dues deduction authorizations not revoked during the above-mentioned period may not thereafter be revocable until the next revocation period.

- 5.04 Newly hired Employees employed after September 15 shall be entitled to payroll deduction privileges if their authorized payroll deduction forms are submitted to the Board treasurer within ninety (90) days from the date of their initial employment.
- 5.05 Deductions for any given month shall be remitted to the State Union of OAPSE by the tenth (10<sup>th</sup>) of the following month with a list of those for whom deductions were made and the amount deducted.
- 5.06 The employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. These deductions shall be made in twenty-four (24) equal installments.

## **ARTICLE 6**

### **LEAVES OF ABSENCE**

#### **6.01 Personal Days**

All Employees are granted three (3) days of personal/emergency leave per year. An Employee that is hired after the first day of contract will have personal days prorated. The contract will be divided into three (3) parts. If an Employee does not work half of the days during a third of the contract, he or she will not be eligible for a personal day for that period. For example, a nine-month Employee would lose one personal day if hired in the middle of October; lose two days if hired in the middle of January; and lose all three days if hired in the middle of April. Employees may use leave in one half (½) day segments. Request for personal leave shall be made three (3) days in advance to the building principal or immediate supervisor except in emergency situations personal leave shall not be used for:

- a. Other gainful employment.
- b. Seeking other gainful employment.
- c. Shopping.

- d. To extend a vacation except with the Superintendent's approval given at his/her sole discretion.
- e. In lieu of sick leave except with the Superintendent's approval given at his/her sole discretion.

6.02 **Vacation**

Employees on an eleven (11) or twelve (12) month contract shall be granted the following vacation time without loss of pay:

<u>YEARS OF SERVICE</u>	<u>VACATION IN DAYS</u>
0 - 4	10 days
5 - 9	13 days
10 - 14	15 days
15 - 19	18 days
20 +	22 days

During the initial year of employment, the Employee will accrue .833 days of vacation per month. No vacation time shall exceed twenty-two (22) days. This accrual pattern will continue in subsequent years reflecting the earned vacation days per year.

Employees shall be permitted to take vacation time at any time of the year provided that the Employee's department or building will not be seriously handicapped by the absence. The administration shall have the right to limit the number of Employees taking vacations at any one time. Five (5) days of vacation may be carried over from year to year.

The holidays granted without loss of pay to all Employees shall be as follows:

- |                               |  |
|-------------------------------|--|
| 1. New Year's Day             | 7. Labor Day                               |
| 2. Martin Luther King Jr. Day | 8. Thanksgiving Day                        |
| 3. Presidents' Day            | 9. Friday after Thanksgiving               |
| 4. Good Friday                | 10. Day before Christmas (custodians only) |
| 5. Memorial Day               | 11. Christmas Day                          |
| 6. Independence Day           | 12. Day after Christmas (December 26)      |

In order for the employee to "qualify" to be paid for any of these holidays, the provisions of ORC 3319.087 must be met.

Any Employee required by the Board/Administrator to work on a holiday will receive holiday pay plus pay at the normal rate for time actually worked.

6.03 **Assault Leave**

Any Employee who is absent due to physical disability resulting from an unprovoked assault, which occurs in the course of Board employment, will be maintained to full pay status during the period of such absence not to exceed thirty (30) days. In order to be entitled to assault leave, an Employee shall be required to submit a signed statement from a licensed physician stating the nature of the disability and its probable duration.

6.04 **Leave for Conference**

The Board agrees to permit two (2) duly elected delegates of OAPSE Local #693, leave of three (3) days, to attend the OAPSE Annual Conference. Pay shall be deducted on a per diem rate during the absence. Employees may use personal leave days for this activity.

The Board agrees to permit all Employees in the Bargaining Unit to attend without pay OAPSE workshops, which are held on COTA Day. Any Employee that is required by the Board/Administrator to work that day will be paid time and a half (1-½).

6.05 **Professional Leave**

Employees who are required by the Board (Local, County or State) by statute or certification to attend seminars, workshops, training sessions or classes shall be compensated at their regular hourly rate of pay for all time in attendance at such seminars, workshops, training sessions, or classes.

Employees who are granted professional leave shall receive their regular pay and may be reimbursed for their expenses to the following limits:

- a. Lodging per day \$100.00
- b. Registration \$200.00
- c. Meals \$50.00 per day
- d. Mileage at the IRS rate, maximum of eighty dollars (\$80.00) per leave.

In order to be reimbursed, an Employee must present the original itemized receipts and a mileage statement to the Treasurer. Canceled checks and credit card statements are NOT considered receipts and will not be accepted as such.

No Employee shall be permitted to receive more than three (3) professional leaves per school year. All professional leaves must receive prior approval from the Superintendent.

Any limits or requirements proposed by this Article may be waived by the Superintendent on an emergency basis. The Superintendent reserves the right to restrict the number of Employees who may be on professional leave at one time.

6.06 **Sick Leave**

- A. Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one fourth (1-1/4) days per month.
- B. Sick leave may be used for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious disease, which could be communicated to other, and for absence due to illness, injury, or death in the Employee's immediate family. Unused sick leave shall be accumulated for the period of time that an Employee works for the Board up to a maximum of two hundred-twenty (220) days.
- C. The immediate family is defined as spouse, children, stepchildren and parents, and foster children for the purpose of illness and as father, mother, brother, sister, half brother, half sister, stepbrother, stepsister, son, daughter, wife, husband, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, foster child, legal guardian, or foster or step-parents of the said Employee in the case of death. Exceptions to this article may be granted by the Superintendent on a case-by-case basis.
- D. If sick leave is taken and medical attention was required, the Board may require a signed statement from a physician to justify the use of sick leave.
- E. **Bereavement Leave**  
In the case of death in the immediate family (see 6.06 item C for description of immediate family) the Employee shall be granted, upon request, a maximum of three (3) days of bereavement leave per occurrence to make arrangements and to take care of related matters. Employee will provide evidence of service associate with the event. Beyond three (3) days, sick leave will need to be used OR the Superintendent may approve additional leave due to extenuating circumstances. It is understood that aunt and uncle refer to the brother, step-brother, sister, or step-sister of the employee's parents or step parents or the spouse of the employee's parents or step parents only.

The days of bereavement leave shall not be deducted from sick leave or any other leave. For the period of this agreement, the provisions related to article 14.09 are suspended and will be reviewed at the next negotiations.

6.07 **Jury Duty**

An Employee shall be entitled to leave without loss of pay for any time the Employee is required to perform jury duty. This will not have any effect on incentive pay. Any money paid to the Employee for jury duty must be turned into the Board in order to avoid a loss of pay.

6.08 **Unpaid Leaves of Absence**

A. **Family and Medical Leave**

Notwithstanding anything to the contrary in the provisions of this Agreement, the Board and the Bargaining Unit Members covered by this Agreement shall each retain all of their respective rights and obligations under the Family and Medical Leave Act of 1993, as amended (FMLA). Family and medical leave for Bargaining Unit Members eligible for the same shall be governed by Board policy, as it may be amended from time to time. In accordance with Board policy, the 12-month period for family and medical leave shall be calculated on a “rolling” year basis, with the “rolling” 12-month period measured backward from the date a faculty member uses any FMLA leave, except in the case of covered service member leave, when the Board uses a rolling forward 12-month period.

B. **Other Unpaid Leaves of Absence**

An Employee may request and may be granted an unpaid leave of absence for educational or other compelling reasons, but not for the purpose of seeking, accepting or engaging in full-time or part-time employment, subject to the specifications set forth below

1. A written request for the leave shall be submitted to the Superintendent at least sixty (60) days before the intended commencement date. The request shall specify the reason(s) for the leave, the proposed commencement date and proposed duration.
2. When granted, leaves shall be for a maximum of one (1) school year. Leaves shall expire at the end of a semester or school year. The leave may be extended for a maximum of one (1) additional school year upon approval of the Superintendent and Board. Requests for extensions shall be made at least sixty (60) days before the expiration of the leave.
3. Employees shall inform the Superintendent in writing of their intention to return to duty from the leave at least sixty (60) days before the expiration

of the leave.

4. The Superintendent may approve five (5) days or less of leave without pay provided there is a written request made at least ten (10) days prior to the requested leave.
5. An Employee will become responsible for the full premium payment of all insurance programs in force that he/she elects to keep at the status. Employees may continue their benefits/insurance at their expense for the duration of the leave. The Employee must turn in his/her payment by the 25<sup>th</sup> of the month for the next month's insurance premium. Any late payment may result in a lapse in coverage.

C. General Provisions for Unpaid Leaves of Absence

1. An earlier termination of a leave, if requested in writing by the Employee, shall be at the discretion of the Superintendent and in accordance with the needs and interest of the schools except where illness or disability is the reason for the leave.
2. Upon return to duty from a leave of absence, the Employee shall resume the contract status he/she held prior to the leave of absence unless the Employee has been granted a continuing contract while on leave in accordance with applicable law. In addition, the board may offer a change in the contract from full-time to part-time, part-time to full-time, or part-time to another part-time contract. If the Employee agrees to a change, the contract may be so altered. The Board is under no obligation to offer such a change.
3. Upon return to duty, the Employee will be placed on the same step of the salary schedule s he/she enjoyed prior to the leave, unless the Employee actually worked sufficient days prior to the leave to entitle him/her to advancement in accordance with this Agreement.
4. Any approved leave of absence shall not constitute a break in the Employee's service and the Employee will be credited with all seniority accrued prior to the leave.
5. Time spent on unpaid leaves of absence may not be included in meeting service requirements for future leave of absence or earned annual increments.

6.09 **Court Leave**

Court leave with pay shall be granted to Employees subpoenaed to appear before any court or other body authorized by law to require attendance of witnesses during normal working hours if the appearance is work related and where the Employee is not a party to the action. In the event that the Employee is not required to appear as scheduled, or is not required to attend the entire day, then the Employee shall notify his/her supervisor who will then make a determination as to whether the Employee is required to work for the remainder of the day or not. The Employee must show proof of the subpoena. If the Employee is compensated by the court for his/her court appearance, the Employee is required to sign the entire court payment over to the District.

**ARTICLE 7**  
**SEVERANCE PAY**

- 7.01 Any Employee who retires from the employment of the Board shall be entitled to pay for one-fourth (1/4) of all accumulated sick leave credited to him or her, up to a maximum of fifty (50) days. The rate of pay shall be his or her rate of salary at the time of leaving the service of the Board.
- 7.02 To be eligible: (1) an Employee must apply to the treasurer for severance pay within ninety (90) days of his/her last day of work and have an effective date of retirement by the School Employees Retirement System within ninety (90) days of his/her last day of work; and (2) the Employee must have been employed by Triad Schools at least five (5) consecutive years immediately preceding retirement.
- 7.03 Any Employee who has been paid severance pay by the Board and rehired shall not draw or be eligible for severance a second time.
- 7.04 In lieu of severance pay, the Board shall make a payment to the 403b Accumulated Leave Plan at the time of retirement as per the groups defined in the adoption agreement of the Accumulated Leave Plan.

**ARTICLE 8**  
**OVERTIME**

- 8.01 The standard workweek for all Bargaining Unit Employees shall be Monday through Friday. The Board may establish a work schedule other than Monday through Friday providing the appropriate rate of pay is paid for Saturdays and Sundays. No regular contract work schedule for any employee shall be established of greater than 40 hours per week. This is not meant to prevent “extra” trips or supervisor assigned duties resulting in overtime situations.
- 8.02 The Board agrees to pay time and one-half (1-1/2) to any Employee who works more than forty (40) hours per week, when that work is required by immediate supervisor or an administrator. The most senior Employee in the classification shall be offered to work the overtime on a seniority rotation basis. If the overtime is offered and no Employee accepts the overtime the overtime shall be assigned to the least senior Employee on a reverse rotation basis. The rotations shall be continuous. The dollar amount of overtime shall be noted on the check stub. There shall be no pyramiding of overtime pay.
- 8.03 When an Employee is absent, the Board will assign substitute work to a current Employee on the same shift and in the same job classification so long as it does not cause the Employee to work overtime.
- 8.04 For the purpose of determining overtime, only hours actually worked shall be counted. Authorized time off for sick leave, personal leave, holidays and vacation time shall not count as hours worked. Calamity days shall not be counted as time worked.

**ARTICLE 9**  
**SCHOOL BUS**

- 9.01 All bus drivers are responsible, as part of their regular duties, to see that their assigned bus is washed at least once per month (maximum – 8 per year reimbursed). If a driver is unable to comply with this requirement, he/she shall notify the Transportation Coordinator by the last day of each month. The Transportation Coordinator shall verify that the exterior of the bus and the windows have been washed, and that the floors and seats of the bus have been cleaned. Such verification shall be recorded on monthly bus wash sheet and initialed by the Transportation Coordinator. Upon such verification, the bus driver will be paid forty dollars (\$40.00) per wash up to 8 per year. This payment will be made by June 30 each school year. End of the year bus cleaning shall be the responsibility of the Board.

9.02 Ohio Department of Education (ODE) and Ohio Department of Transportation (ODOT) correspondence concerning legal changes with respect to transportation shall be provided within three (3) working days of receipt by the transportation coordinator to the bus drivers' work e-mail. A hard copy of the changes will be kept in the transportation coordinator files in accordance with the record's retention schedule.

**ARTICLE 10**  
**EXTRA TRIP ROTATION**

- 10.01 Assignments for extra-curricular trips and dock trips for school bus drivers shall be made to regular Employees over substitute Employees.

By the first workday of each school year, all drivers must submit an Extra Trip Sign Up Form and a Dock Trip Sign Up Form to the Transportation Coordinator in order to be considered for the extra trip rotation and dock trip rotation. Any changes to this form must be made in writing to the Transportation Coordinator. Trips are to be posted in a central area. When possible, notice shall be posted five (5) days in advance of the trip and shall remain posted for three (3) days. The assignments are to be rotated with the most senior driver in terms of service being assigned first at the beginning of the school year when more drivers sign up than there are assignments. In cases where no drivers, or not enough drivers, sign up for a posted trip, assignment may be made to any qualified substitute.

- 10.02 All extra trips not canceled within one (1) hour of the pickup time will require the driver to be paid for one (1) hour.

- 10.03 In order to cancel an assignment, an assigned driver must notify the Transportation Coordinator in writing (3) days prior to a scheduled assignment. If the driver fails to give proper notification, the driver will be placed at the bottom of the rotation. In cases of an assigned drivers canceling after assignment, reassignment will be made of the next qualified regular driver who originally signed up for the trip.

- 10.04 Regular drivers shall have the option of taking an extra trip or their regular route when an extra trip occurs during their regular route, provided a substitute is available to run the regular route and at least one day's notice is given by the driver prior to the extra trip. This option can be taken only in half or whole days segments with drivers accepting a pay deduct for the half or whole day of the regular route that was vacated in lieu of the extra trip. If there is a cancellation of an extra trip after a substitute has been scheduled for the driver's regular route, the driver will lose pay for the half of whole day segment of time due to exercising this option. Personal leave may be used, if a trip is canceled, to insure no pay deduct.

- 10.05 Payment for extra trips will be considered as to driving time and layover time. School bus drivers will be paid driving time from when the bus is to be at the Triad Schools and the time it takes to drive to the designated stop. Return

driving time will begin when the bus is fully loaded until the bus arrives at Triad Schools and is unloaded.

The Transportation Coordinator will sign for the time turned in by the driver. If a discrepancy occurs, the driver will meet with the Superintendent to discuss the time. Following the meeting, the Superintendent will rule as to the driving time allowed. The Superintendent's decision is final.

10.06 Every effort shall be made to ensure trips shall not be scheduled to leave earlier than needed.

10.07 For trips with 10 or less students the district can utilize the district van for transporting the group and utilize coaches, advisors, and administrators with proper van certification as the driver. This article will be understood as an exception to article 3.02 since the employees authorized to drive the van are excluded from the bargaining unit as defined in article 1.01.

**ARTICLE 11**  
**MILEAGE**

11.01 The Board will pay mileage at the rate as determined by the IRS per mile, maximum of eighty dollars (\$80.00) per approved occurrence unless otherwise approved by the Board, when an Employee uses his/her own vehicle for approved school work or to attend approved meetings. Mileage reimbursement is based on the distance from school to the meeting site and back OR from home to the meeting site and back, whichever is less. If the district provides transportation to the meeting employees will not be reimbursed for mileage should they choose to drive separately.

**ARTICLE 12**  
**JOB DESCRIPTIONS**

12.01 The Union shall be furnished upon request with a copy of the job description of each classification covered under the terms of this Agreement.

12.02 Prior to any change in any job description covered by this Agreement, the Union shall be notified of such changes anticipated and the effective date of such change.

12.03 Employees and their supervisor may meet once per year to review job description.

12.04 Employees will receive a copy of their job description upon employment.

**ARTICLE 13**  
**LABOR-MANAGEMENT COMMITTEE**

13.01 The Board, or its designated representative(s), and the Union, or its representative(s), agree to meet and discuss with the other concerning issues other than those included in this Agreement.

13.02 Such meetings shall be held no more than on a bi-monthly schedule. Advance request shall be made at least ten (10) days before a proposed meeting date along with the request shall be attached the agenda of items to be discussed. All meetings shall be held at agreed to times, places, and shall not exceed two (2) hours unless both parties agree to extend the meeting time.

**ARTICLE 14**  
**CLASSIFIED SALARY AND BENEFITS**

**Wages**

14.01 Wage Increases:

No Step -- 1% increase for the 2013-2014. As a result of the "Me Too Agreement" pertaining to negotiations with T.E.A., the 2013-2014 reopener also contains a 1 time .75% lump sum payment to be payable at the second pay in July 2013.

14.02 Non driving time paid at minimum wage determined by the rate set by federal or state law with the higher rate being paid.

14.03 Employees shall be compensated at their regular hourly rate of pay for all required meetings/in-services.

14.04 Employees shall have their wages increased by the following responsibility factors:

<u>Responsibility Factor for Head Cooks</u>	<u>Responsibility for Head Secretaries</u>
1.2 for 1-3 employees	1.2 for 1-399 students
1.25 for 4 or more employees	1.25 for 400 or more students

A cook shall be on duty when the kitchen and any of the ovens, dishwasher, or mixers are being used, and shall be paid at the proper rate of pay.

The responsibility factor shall be effective for the cook while subbing for the head cook after ten (10) consecutive days of subbing in that capacity. This responsibility factor shall be paid until the head cook resumes his or her responsibilities. The most senior cook in the building affected by the absence shall be utilized to fill in for the head cook.

If the six (6) hour cook is absent, then the 2 hour cooks in the respective building shall be provided with the opportunity to fill in for the six (6) hour cook first on a rotation basis. Then extra time shall be distributed on a seniority rotation basis starting with the next most senior employee in the district with a regular contract less than six (6) hours. Upon the employee's return to work the cook filling in shall return to his or her regularly assigned duties.

## **Extra Time for Food Service**

Extra time shall be offered to the head cook in the respective building first. Then extra time for events such as banquets, Breakfast with Santa, and any other social event shall be distributed on a seniority rotation basis starting with the most senior employee in the district. There shall be one (1) sign-up sheet titled "District". Employees interested in working extra time shall sign their name on the sheet at the beginning of each school year.

- 14.041 The responsibility factor for determining the rate of pay at the start of the contract year will always be 1.2. The responsibility factor shall be recalculated based upon the documented enrollment at the end of the first full week of October each school year. The enrollment will be based upon students in seats within the respective building. Students to be included are: active regular students; foster placed students attending the school building; students following a teaching parent attending the school building; approved open enrollment students attending the school building; Triad resident students housed in an ESC run special education classroom within the school building; and Triad resident pre-school students housed in an ESC run pre-school classroom within the school building. Once the enrollment is finalized based upon the first full week of October count, the responsibility factor will remain set through the remainder of the contract year and the pay obligation shall be adjusted up (if applicable) based upon the count back to the first contract day of the same year.
- 14.05 *The Transportation Coordinator shall verify the time of bus routes by October 1 of each school year. Route verification will first be established by the Transportation Coordinator comparing GPS time for three (3) days during the last week of September with the time recorded by the driver on route timing sheet. Drivers shall be paid their regular hourly rate for all the time driving, and layover time, in connection with their routes. Scheduled hours of regular bus drivers shall include an additional one-half (1/2) hour per day for bus warm-up, fueling, performing safety inspections, sweeping and performing end of day inspection. Time shall include all driving time including to and from place of assigned storage of their bus vehicle. Time sheets shall be turned in to the Coordinator as directed. Route times will be certified by rounding up or down to the nearest 15 minute interval for the daily driving time (ie. 5 hours 52 minutes rounds to 5 hours 45 minutes; 5 hours 53 minutes rounds to 6 hours 0 minutes). The first pay period(s) of the school year shall be based on the previous year's route time schedules at the current rate. Adjustments to wages will be made upon verification of timings approved by the Superintendent, but not later than the pay period following October 1 of each year.*

Regular routes shall be re-bid each year during the period of July 1<sup>st</sup> through the last business day in July at 3:30 p.m. No vacated routes will be opened for bid outside of this window. Bids must be submitted in writing on the form provided by the Superintendent. Each driver submitting a bid will rank order their route preferences for all routes. A driver may only submit one bid form during the bid window. Bids submitted during the designated window and on the approved form will be awarded with the most senior driver bidding on a route receiving that route. Any route receiving the same priority ranking by more than one driver will be awarded to the driver with the most seniority. There will be no re-bidding on regular routes, except for vacated routes\*. Any driver that does not bid during the designated bid window will be assigned a route by the Transportation Supervisor. Any routes remaining available after routes are awarded by bid will be assigned in such a way that the most senior non-bid driver will be assigned to the route with the most time based upon the previous year route timing. The bus stays with the route and not with the driver.

\*The term "vacated" refers to a person leaving for the purpose of retirement or resignation only.

In cases of a dispute in the timing of the route the following procedures shall apply:

1. If a dispute exists the Transportation Coordinator shall ride the bus with the driver driving on the route to verify the time.
2. If the parties still are in dispute the parties agree to have the County Bus Trainer and the Superintendent ride the bus with the driver driving the route to verify the time. The Superintendent shall then certify the route time based upon this final route driving. This certified time is final.

14.06 Drivers shall receive not less than twenty dollars (\$20.00) for short field trips.

14.07 In order to be eligible for a step increase in wages, or to qualify as having been employed for one (1) year pursuant to O.R.C. 3319.081, an Employee must be employed one hundred and twenty (120) days per school year (July 1 - June 30).

14.08 **INSURANCE**

1. The Board agrees to maintain group life insurance coverage valued at \$40,000 for each bargaining unit member.

2. The Board agrees to maintain the group medical insurance for medical insurance. The percentage of the premium to be paid by the Board is shown below. Premium increases over the course of the contract will be distributed between the Employee and the Board so that these percentages are maintained.

When bus routes are put out for bid, the estimated time will be based on the best prediction from computer route software. Insurance contribution rate will be determined by posted hours. If hours decrease when the route is certified, the insurance contribution rate will stay as anticipated based upon posted time estimate.

**PLAN 1**

<u>HOURS WORKED</u>	<u>SINGLE</u>	<u>FAMILY</u>
2 - 5 / Day	66.5%	61.5%
6 - 7 / Day	71.1%	66.1%
8 / Day	75.0%	70.0%

**PLAN 2**

<u>HOURS WORKED</u>	<u>SINGLE</u>	<u>FAMILY</u>
2 - 5 / Day	67.7%	59.8%
6 - 7 / Day	69.2%	64.2%
8 / Day	73.0%	68.0%

3. The Board reserves the right to change carriers and offer additional alternate plans in order to obtain the most cost effective plan available. The Board agrees to give notice to the Union and the opportunity to meet and discuss with the Board about any intended change.
4. The Board shall purchase from a carrier licensed by the State of Ohio, basic hospital/surgical and major medical insurance coverage in accordance with the plan reviewed with the district insurance committee each member of the bargaining unit who elects either family or single coverage.
5. Dental

The Board shall provide 100% paid single dental insurance for Employees. The Employee who selects the Employee + (1) or the Employee + family dental insurance plan shall pay the difference between those particular plans and the single dental insurance plan.

6. Vision

The Board shall provide 100% paid single vision insurance for Employees. The member who selects the Employee + (1) or the Employee + family vision insurance plan shall pay the difference between those particular plans and the single vision insurance plan.

14.09 **ATTENDANCE INCENTIVE**

Unused personal leave as of June 30<sup>th</sup> shall be paid to classified staff members on the 2<sup>nd</sup> regular pay in July at the member's current per diem rate. This incentive shall be retroactive to include unused personal leave at the end of the 2011-2012 school year.

14.10 **RETIREMENT**

1. For the purposes of this article, total annual salary per pay period for each Employee shall be the salary otherwise payable under this Agreement and applicable Board policies. The total annual salary and salary per pay period of each Employee shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An Employee's deferred salary shall be equal to that percentage of said Employee's total annual salary or salary per pay period which is required from time to time by the State Employees Retirement System ("SERS") to be paid as an Employee contribution by said Employee and shall be paid by the Board to SERS on behalf of said Employee as a "pickup" of the SERS Employee contribution otherwise payable by said Employee. An Employee's cash salary shall be equal to said Employee's total annual salary or salary per pay period less the amount of pickup for said Employee and shall be payable, subject to applicable payroll deductions to said Employee. The Board's total combined expenditures for and applicable Board policies (including pickup amounts) and its Employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
2. The Board shall compute and remit its Employer contributions to SERS based upon total annual salary, including the "pickup." The Board shall report for Federal and Ohio Income Tax purposes as an Employee's gross income said Employee's total annual salary less the amount of the "pickup." The Board shall report for municipal income tax purposes as an Employee's gross income said Employee's total annual salary, including

the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

3. The pickup shall be included in the Employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

14.11 Management reserves the right to re-employ or non-renew retirees on an annual basis. There must be a public meeting held to announce any rehires sixty (60) days in advance of board action as per ORC 3307.353. Credit will be given for up to ten (10) years of experience. Any employee who has been paid severance pay by the Board and rehired shall not draw or be eligible for severance pay a second time.

#### 14.12 **ACTIVITIES**

Custodians shall be on duty during activities, including all extracurricular activities, open to the public unless released by an appropriate school official.

**ARTICLE 15**  
**BID PROCEDURES**

- 15.01 When a vacancy occurs within a job classification, it shall be posted in all buildings for a period of seven (7) workdays. When a vacancy occurs during the months of June, July and August, mailers will be sent out to Employees, with post mark being the start of ten (10) calendar days. The notice of vacancy shall contain a complete description of the position, including the type of position, qualifications needed, location, and time schedule.
- 15.02 Any qualified Employee within the job classification of the posted vacancy may bid the vacancy in writing. The most qualified Employee in the district shall be awarded the position. The award shall be made within twenty (20) calendar days after the last day of posting.
- 15.03 If an Employee is not available in Section (B), then all present Employees in other classifications that bid the position will be considered by qualifications, with the most qualified Employee receiving the job award.
- 15.04 If no present Employees bid the vacant position or do not possess required qualifications set by the Board, the Board may then fill the position with a newly hired Employee.
- 15.05 When an Employee(s) is transferred to a different classification pursuant to Article 15, the Employee shall be placed on the zero (0) experience step of the classification to which the Employee is transferred.
- 15.06 Transferred Employees pursuant to Article 15 shall serve a probationary period of sixty (60) days. During this period, the Superintendent may dismiss the Employee from their "new" position and place them back into their "old" position by simply issuing the Employee a written statement indicating the effective date of dismissal from the "new" position. A copy of the statement shall be sent to the Union President. Such a discharge may not be the subject of a grievance or other challenge under this Agreement. If the Employee does complete the probationary period of sixty (60) actual workdays, the Employee shall be credited with all actual working days for seniority and benefits purposes.
- 15.07 If an Employee transfers back to a previously held classification he/she shall retain their previously accumulated years in the classification for pay purposes and seniority. If someone resigns from their position and is later hired back to the same classification position, they may be granted up to 10 years of experience for pay purposes but their seniority will start over at zero.

**ARTICLE 16**  
**GRIEVANCE PROCEDURE**

16.01 A grievance is defined as an alleged violation of a specific article or section of this Agreement or the application of or the interpretation of existing Board rules and regulations. If any such grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure:

**STEP ONE**

Within ten (10) working days of the time, a grievance arises or knowledge of a grievance, the Employee or the Union will present the grievance in writing to the supervisor or the appropriate designated person. Within ten (10) working days after presentation of the grievance, the supervisor or designated representative shall give an answer in writing to the Employee.

**STEP TWO**

If the grievance is not resolved in Step One, the Employee or the Union representative may, within five (5) working days of receipt of the supervisor's answer, submit to the Superintendent or his designated representative, the answer at Step One with the original grievance statement. The Superintendent or his designated representative shall give the Employee or the Union representative an answer in writing no later than five (5) working days after receipt of the written grievance.

**STEP THREE**

If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step Two, the Employee, or his/her designated Union representative, shall have the right to appeal the dispute to the Board in writing no later than five (5) working days. The Board shall within twenty (20) working days grant a hearing to the Employee and the Union representative to hear arguments concerning the grievance. The hearing shall be held in executive session. Within five (5) working days after the hearing with the Board, the Employee and the Union representative shall receive in writing a copy of the Board's decision.

**STEP FOUR**

A. If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step Three, OAPSE (through the OAPSE State Representative) may submit the grievance to grievance mediation utilizing a federal mediator assigned to the parties through the Federal Mediation and Conciliation Services (FMCS). If after the mediation process has

been exhausted and the Employee is not satisfied with the opinion of the mediator, the Employee may request the Union to submit the grievance to arbitration by an outside arbitrator in accordance with the Rules of the American Arbitration Association (AAA).

- B. The Ohio Association of Public School Employees shall, within seven (7) days after receipt review the grievance and the answer and, if it desires, advise in writing the Superintendent of its desire to proceed to arbitration.
- C. The parties shall jointly request from the American Arbitration Association (A.A.A.) a list of seven (7) names from which an arbitrator shall be selected by the voluntary rules of A.A.A. Either party may request a second list.
- D. Once an arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the regulations of the A.A.A.
- E. The jurisdiction and the authority of the arbitrator's award shall be exclusively limited to the interpretation of the explicit provisions of the Agreement. He or she shall have authority only to interpret and apply the specific provisions of the Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only Employee grievances arising under application of the currently existing Agreement between the parties hereto.
- F. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of the Agreement, nor to add to, detract from or modify the language therein in arriving at a determination of any arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this written Agreement. The arbitrator shall expressly confine himself or herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or her or to submit observations or declaration of opinion, which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights, except he or she may rule on their application as limited by the terms of the Agreement, applicable law, and state and federal rules and regulations having the force an effect of law. Further, the arbitrator shall in no way limit or interfere with the powers, duties and responsibilities of the Board under its policies, applicable law, and state and federal rules and regulations having the force and effect of law.
- G. The arbitrator shall hold the necessary hearing promptly and issue a decision with thirty (30) days or such time as may be agreed upon by both parties. The decision shall be in writing and a copy sent to both parties.

The decision of the arbitrator shall be final and binding on the parties.

H. Cost of services of the arbitrator, including per diem expenses, shall be borne equally on both parties.

16.02 The time limits specified in the above-described grievance procedure for the filing and appealing of grievances are mandatory, and the failure on the part of any grievant to abide by any prescribed time limit set forth above shall result in the grievance being considered abandoned and waived. However, any time limits specified in this article may be extended by mutual agreement, in writing, of the parties.

16.03 The procedures contained in this article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of the Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any Employee shall engage in actions which are not expressly provided for the grievance procedures such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union's and the Board's representative shall be final and binding upon the Employee, the Union, the Administration and the Board.

**ARTICLE 17**  
**DISCIPLINARY ACTIONS**

Electronic Monitoring Devices: Employees shall not be disciplined for misconduct based upon building or bus surveillance video without first being given the opportunity to review the footage with an OAPSE representative.

17.01 Disciplinary action shall be for just cause and may include:

- a. Oral warning (does not require a hearing with a representative).
- b. Written warning: Written warnings shall be made on a "Corrective Action Notice," attached as Form III, which shall be signed by the supervisor and the Employee.
- c. Formal written reprimand.
- d. Suspension, up to thirty (30) days, without pay.
- e. Discharge from employment.

17.02 Lower forms of discipline need not precede more severe discipline. Indeed, rules cannot be listed to cover every situation. Certain offenses are serious enough to warrant immediate discharge without regard to previous warnings or discipline. Such serious offenses include, but are not necessarily limited to, the following:

- a. Theft or intentional damage to Board property.
- b. Theft or intentional damage to the property of a fellow Employee.
- c. Insubordination, or the uttering of threatening or abusive language toward management personnel, other Employees, students or the public.
- d. Intoxication on the job, working under the influence of a controlled substance, or the sale, possession, or use of any controlled substance.
  1. Employees who voluntarily attend a recognized rehabilitation program or substance abuse program and successfully completes such a program shall not be disciplined;
  2. Employees attending a substance abuse program or rehabilitation shall be on an approved unpaid leave from Triad Local Schools.
- e. Falsification of any records, including employment records.

f. Fighting.

Progressive discipline shall take into account the nature of violation and the Employee's record of discipline. If an Employee has been given a written warning for the same offense three times in one year, that Employee may be terminated.

- 17.03 Just cause for disciplinary action shall include, but not limited to: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment to the public, neglect of duty, absence without leave, failure of good behavior, any acts of misfeasance, malfeasance or nonfeasance.
- 17.04 The Superintendent may suspend an Employee without pay for up to ten (10) work days. If the suspension is to be for more than ten (10) workdays, the Board must take action to do so.
- 17.05 In the case of a suspension without pay of ten (10) days or less, the Superintendent will meet with the Employee and his or her representative and explain the reason for the discipline to the Employee prior to suspension. The Employee will be given the opportunity to respond prior to suspension. This meeting may be recorded if requested by either party. If the Superintendent determines suspension of ten (10) days or less is appropriate, the Superintendent shall provide a written notice including the reasons and effective dates of suspension.
- 17.06 Before imposing a suspension of more than ten (10) days or removal, the Board shall hold a conference with the Employee to give the Employee an opportunity to learn the reasons for the intended action or otherwise to explain his behavior. The Employee has the right to be accompanied at the conference by two (2) representatives of his/her own choosing. The conference will be scheduled as promptly as possible by the Board. The Board may impose reasonable regulations on the length of the conference and the conduct of the participants. The Board may tape record the length of the conference, as may the Employee or his representative. If the Board determines that the Employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, it may suspend the Employee without pay for up to three (3) days pending the conference to determine final disciplinary action. If in such a situation, the Board determines at the conference that no discipline of the Employee is appropriate, the Employee shall receive back pay for the period of suspension.
- 17.07 The provisions of this article shall supersede and take the place of any and all provisions of the Ohio Revised Code governing employee discipline, including Section 3319.081.

**ARTICLE 18**  
**CONTINUOUS PERFORMANCE PLEDGE**

- 18.01 The Union and Employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in or other curtailment or restriction of the educational process of the Board's operations, during the life of this Agreement. Any Employees engaging in a strike, slowdown, stay-in or curtailment or restriction of the educational process or the Board's operations during the life of this Agreement shall be subject to disciplinary action by the Board which can be, but is not limited to their discharge. Disciplinary action including discharge taken by the Board shall be subject to the disciplinary procedure in Article 17. In the event of a violation of this paragraph, the Union agrees to take affirmative action with the Employees concerned, such as letters, bulletins, telegrams, fines or Employee meetings, to bring about an immediate resumption of work.
- 18.02 In recognition of this continuous performance pledge, the Board agrees that there will be no lockout of Employees.

**ARTICLE 19**  
**WAIVER OF NEGOTIATIONS**

- 19.01 It is agreed that during the negotiations leading to the execution of this Agreement, the Union and the Board have had full opportunity to submit all items appropriate to collective bargaining and that the Union and the Board expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. This Agreement may only be modified through negotiations or through memorandums of understandings expressly agreed upon and ratified by both parties.

**ARTICLE 20**  
**ENTIRE AGREEMENT**

- 20.01 This Agreement supersedes and cancels all previous Agreements, whether verbal or written or based on alleged past practices, between the Board and the Union and constitutes the entire Agreement between the parties.
- 20.02 The negotiation policy and previous negotiated Agreements will remain the same unless altered during this negotiation. Items negotiated at this session supersede similar items negotiated in the past.

**ARTICLE 21**  
**NON-DISCRIMINATION**

21.01 The parties have agreed that they will work together to prevent any discrimination as to race, creed, color, national origin, ancestry, sex, age or handicap in hiring parties and assignment of jobs and selection for upgrading/promotion. Neither party shall discriminate due to membership or non-membership in the Union.

**ARTICLE 22**  
**CONTRACTS**

22.01 The Board may non renew the limited contract of an Employee by giving him/her notice of non renewal on or before June 1 before the contract expires in accordance with the Ohio Revised Code Sections 3319.081 and 3319.083.

22.02 Any newly hired Employee who works less than one hundred and twenty (120) actual school days in his/her first year of employment shall not be considered to have worked under a one year limited contract, but shall be given a one year limited contract in the next year, if re-employed.

22.03 Newly hired Employees shall serve a probationary period of sixty (60) actual workdays. During this period, the Superintendent may dismiss the Employee by simply issuing the Employee a written statement indicating the effective date of dismissal. A copy of the statement shall be sent to the Local Union President. Such a discharge may not be the subject of a grievance or other challenge under this Agreement. If the Employee does complete the probationary period of sixty (60) actual workdays, the Employee shall be credited with all actual working days for seniority and benefits purposes.

22.04 The provisions of this article shall supersede and take the place of any and all provisions of the Ohio Revised Code governing employee contracts, including Section 3319.081, except that the parties do not supersede the provisions of Section 3319.081 with respect to nonrenewal notices (see 22.01 above).

**ARTICLE 23**  
**CALAMITY DAYS**

23.01 Employees shall suffer no loss of pay as a result of school closings due to inclement weather, epidemic, or other public calamity. If, however, a school closing results in the need for student make-up days, and an employee must work a make-up day in place of a day on which school was closed and in which pay has already been received, no additional pay will be made.

23.02 If Employees are required by the Superintendent to work on a calamity day in addition to any make-up day, they shall be compensated for all authorized hours worked in addition to their regular calamity day pay. Such compensation shall be at the Employee's regular straight-time hourly rate and shall not count toward overtime unless the Employee works more than forty (40) hours in that work week. Hours paid but not worked shall not count toward overtime.

23.03 If more calamity days than are allowed by the ORC have been used, the Board shall have the authority to make-up days on listed holidays per the Board approved calendar. On any make-up days (beyond calamity days permitted by statute and the Board), Employees shall receive their normal rate of pay, only if called for under 23.01 rather than holiday pay and normal rate of pay.

The Board will place a statement on future approved calendars that the Board has the right to extend make-up days to scheduled holidays.

#### **ARTICLE 24** **LAYOFF AND RECALL**

24.01 Due to lack of work, a lack of funds or abolishment of positions, the Board may layoff Employees.

24.02 The Board shall notify the Union at least thirty (30) days in advance of any planned layoff. Within seven (7) days of the notice, the Board and the Union shall schedule a meeting to discuss the reasons for the layoff, the affected Employees, and the date of the layoff.

24.03 The Board shall layoff Employees in any affected classification on the basis of reverse seniority.

24.04 Employees who have worked previously in another classification, and are subject to layoff, may bump another person in their previous classification providing the bumping Employee has more seniority than the bumped Employee does.

24.05 Any Employee bumped shall then have bumping rights within the classification until the least senior Employee is laid off.

24.06 The names of laid off Employees shall be kept on a recall list for a period of two (2) years. Employees on the recall list must be recalled to work before the Board can hire new Employees.

24.07 Laid off Employees shall not lose seniority due to layoff. Laid off Employees shall have the right to bid on job vacancies in classifications other than the one from which they are laid off.

- 24.08 The Board agrees to maintain a seniority list of all Employees in the Bargaining Unit including name and date of employment. A copy of the List will be furnished to the Union and the list will be updated each year in October.
- 24.09 Employees on recall status shall keep the Superintendent informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail at the Employee's last known address. Failure to contact the Superintendent to accept such recall within ten (10) calendar days of the date of such mailing, shall remove the Employee from recall status.
- 24.10 The rights herein granted to an Employee shall be forfeited by the Employee should be he or she: (1) waive his or her recall rights in writing; (2) resign; (3) fail to accept recall as provided for herein; or (4) fail to report to work in a position that he or she has accepted within three (3) school days after receipt of the notice of the recall.
- 24.11 Nothing contained herein shall abridge the Board's right to non-renew Employees on a limited contract for reasons other than a reduction in force.

**ARTICLE 25**  
**CONFLICT WITH LAW**

- 25.01 The provisions of this Agreement govern the wages, hours, terms, and conditions of members of the Bargaining Unit. This Agreement supersedes all applicable state or local laws pertaining to wages, hours, or terms and conditions of employment to the extent permitted by law. If a court of competent jurisdiction determines that any provision of this Agreement is contrary to law, any provision determined to be unlawful shall be inoperative but the remaining provisions herein shall remain in effect.

**ARTICLE 26**  
**BACKGROUND CHECKS**

- 26.01 The cost of BCII and FBI background checks required by the Ohio Revised Code as a condition of employment shall be paid by the Board for bargaining unit members in all classifications.

**ARTICLE 27**  
**ALCOHOL AND DRUG TESTING**

- 27.01 An Employee reasonably suspected of using drugs or alcohol, or of being under the influence of the same while on duty, shall be required to submit specimens which will be analyzed by a lab certified by the National Institute on Drug Abuse (NIDA) and which adheres to all commonly accepted medical and legal safeguards relating to collection, chain of custody, and other requirements to ensure optimal reliability and validity of test results.
- 27.02 The test shall be conducted for the presence of alcohol and controlled substances listed in Schedules 1 through 5 of Section 202 of the Controlled Substances Act, including but not limited to marijuana, cocaine, opiates, amphetamines, phencyclidine, barbiturates, propoxyphene, methadone, methacholine, benzodiazepines, or metabolites or synthetic variants thereof. An Employee who refuses the positive result of a drug and alcohol analysis may request that a second analysis of the original specimen be conducted. The cost of the initial drug and alcohol test shall be paid for by the Board. The cost of the second test shall be paid by the Employee in advance; however, the Board shall reimburse the Employee if the second test is negative.
- 27.03 Nothing in this article prevents the Board from implementing legal requirements for testing (such as Department of Transportation regulations) that go beyond the article or permits Employees to drive when prescription drugs affect their abilities to drive.
- 27.04 Employees required to submit alcohol and/or drug testing shall be paid for all time, beginning with the departure for the testing site until completion of test and return to destination. If a test is found to be positive per article 27.02 the employee shall be responsible to reimburse the Board for time paid for the purpose of conducting the alcohol and/or drug testing.

**ARTICLE 28**  
**OCCUPATIONAL SAFETY AND HEALTH**

- 28.01 Before exercising his or her right under R.C. 4167.06, an Employee must contact his or her immediate supervisor, principal or Superintendent and review all the existing facts. The Employee may be temporarily reassigned without regard to other provisions of the Agreement. Before providing the notice pursuant to Section (B) of R.C. 4167.06, the Employee must exhaust the process set forth in article 28.03 (1-2) below.
- 28.02 An Employee who wishes to assert a claim of discrimination as defined in R.C. 4167.13 shall use the grievance procedure of this Agreement to assert such a claim. The grievance procedure of this contract shall be the exclusive means for

an Employee to assert such a claim, to the exclusion of an appeal to the state personnel board of review, a lawsuit, or other means of challenge.

28.03 The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an Employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. 4167.10 until the following process has been completely exhausted:

1. An Employee or Union representative shall first bring an alleged health or safety violation to the attention of the affected Employee(s)' immediate supervisor or principal, within two workdays of the occurrence of the alleged violation.
2. If the immediate supervisor or principal does not resolve the alleged violation to the Employee's satisfaction, the Employee or Union must file a formal complaint with the Superintendent within two workdays of the deadline. The Superintendent or his designee shall meet with the Employee or Union representative in an attempt to resolve the alleged violation. Within 10 workdays after the conference, the Superintendent shall provide his written response to the alleged violation.

**ARTICLE 29**  
**TERM OF AGREEMENT**

This Agreement shall become effective on July 1, 2013 and remain in full force and effect through and including June 30, 2014.

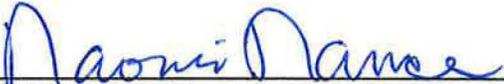
**FOR THE BOARD:**

  
\_\_\_\_\_  
Board President

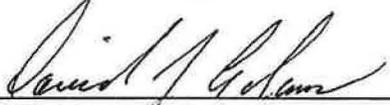
  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Treasurer

**FOR THE UNION:**

  
\_\_\_\_\_  
OARSE President

  
\_\_\_\_\_  
Committee Member

  
\_\_\_\_\_  
Staff Field Representative

Signed by authorized representatives of the parties this 20<sup>th</sup> day of June 2013.

**FORM I**  
**OAPSE BID FORM**

TO WHOM IT MAY CONCERN:

Please consider this my intent to bid on the following position available for bid procedure.

Name of Bidder: \_\_\_\_\_ Date of Bid: \_\_\_\_\_

Job Title or Position for which I am bidding: \_\_\_\_\_

Bidder's Present Classification: \_\_\_\_\_

Bidder's Present Job Title: \_\_\_\_\_

Bidder's Seniority Status (number of years worked in the posted position): \_\_\_\_\_

If no experience exists in the posted position, list the number of years  
in current position. \_\_\_\_\_

If no experience exists in the posted position, please give brief description of your  
qualifications for the posted position.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Posting Dates and Time: (see posting – either hard copy or electronically sent copy)

Beginning: (Date) \_\_\_\_\_

Deadline: (Date) \_\_\_\_\_ (Time) \_\_\_\_\_

Bid application should be sent to: Triad Superintendent

Address: 7920 Brush Lake Road, N. Lewisburg, OH 43060

Signature of Bidder: \_\_\_\_\_

**FORM II  
GRIEVANCE REPORT – LEVEL I**

Name of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

**LEVEL I**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Disposition of Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

D. Position of Grievant and/or Union \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**FORM II  
GRIEVANCE REPORT – LEVEL II**

Name of Grievant \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL II**

A. Date Received by Superintendent \_\_\_\_\_

B. Disposition of Superintendent \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Position of Grievant and/or Union \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**FORM II  
GRIEVANCE REPORT – LEVEL III**

Name of Grievant \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL III**

A. Date Received by Board \_\_\_\_\_

B. Disposition of Superintendent

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Board of Education Decision

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**FORM III  
CORRECTIVE ACTION NOTICE**

Employee Name \_\_\_\_\_ Date \_\_\_\_\_

Check One:  Oral Warning       Written Warning

Brief Nature of Offense:

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Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

I acknowledge receipt of this notice.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

## OAPSE HOURLY RATES

TRIAD LOCAL SCHOOL DISTRICT						
OAPSE HOURLY RATES						
2012-2013 SCHOOL YEAR NO STEP and 0% INCREASE* SEE ARTICLE 14.01						
Years of Exp.	AIDES	BUS DRIVER	CAFETERIA	CUSTODIAL	SECRETARY	STUDY HALL MONITOR
0	11.79	15.81	11.79	12.64	12.63	11.60
1	12.27	16.42	12.27	13.09	13.08	12.02
2	12.74	17.06	12.74	13.60	13.59	12.46
3	12.74	17.06	12.74	13.60	13.59	12.46
4	13.21	17.67	13.21	14.12	14.11	12.96
5	13.21	17.67	13.21	14.12	14.11	12.96
6	13.72	18.35	13.72	14.65	14.64	13.45
7	13.72	18.35	13.72	14.65	14.64	13.45
8	13.72	18.35	13.72	14.65	14.64	13.45
9	14.22	19.04	14.22	15.22	15.21	13.96
10	14.22	19.04	14.22	15.22	15.21	13.96
11	14.22	19.04	14.22	15.22	15.21	13.96
12	14.78	19.80	14.78	15.79	15.78	14.49
13	14.78	19.80	14.78	15.79	15.78	14.49
14	14.78	19.80	14.78	15.79	15.78	14.49
15	14.78	19.80	14.78	15.79	15.78	14.49
16	15.35	20.53	15.35	16.40	16.39	15.01
17	15.35	20.53	15.35	16.40	16.39	15.01
18	15.35	20.53	15.35	16.40	16.39	15.01
19	15.35	20.53	15.35	16.40	16.39	15.01
20	15.91	21.29	15.91	17.04	17.01	15.59
21	15.91	21.29	15.91	17.04	17.01	15.59
22	15.91	21.29	15.91	17.04	17.01	15.59
23	15.91	21.29	15.91	17.04	17.01	15.59
24	16.52	22.09	16.52	17.65	17.63	16.19
25	16.52	22.09	16.52	17.65	17.63	16.19
26	16.52	22.09	16.52	17.65	17.63	16.19
27	16.52	22.09	16.52	17.65	17.63	16.19
28	17.17	22.95	17.17	18.33	18.31	16.81
29	17.17	22.95	17.17	18.33	18.31	16.81
30	17.17	22.95	17.17	18.33	18.31	16.81
31+	17.51	23.40	17.51	18.69	18.67	17.14
			Responsibility Factor – Head Cook page 15		Responsibility Factor – Head Secretary page 15	

## OAPSE HOURLY RATES

TRIAD LOCAL SCHOOL DISTRICT						
OAPSE HOURLY RATES						
2013-2014 OAPSE steps frozen 1% increase PLUS .75% one-time payment						
Years of Exp.	AIDES	BUS DRIVER	CAFETERIA	CUSTODIAL	SECRETARY	STUDY HALL MONITOR
0	11.91	15.97	11.91	12.77	12.76	11.72
1	12.39	16.58	12.39	13.22	13.21	12.14
2	12.87	17.23	12.87	13.74	13.73	12.58
3	12.87	17.23	12.87	13.74	13.73	12.58
4	13.34	17.85	13.34	14.26	14.25	13.09
5	13.34	17.85	13.34	14.26	14.25	13.09
6	13.86	18.53	13.86	14.80	14.79	13.58
7	13.86	18.53	13.86	14.80	14.79	13.58
8	13.86	18.53	13.86	14.80	14.79	13.58
9	14.36	19.23	14.36	15.37	15.36	14.10
10	14.36	19.23	14.36	15.37	15.36	14.10
11	14.36	19.23	14.36	15.37	15.36	14.10
12	14.93	20.00	14.93	15.95	15.94	14.63
13	14.93	20.00	14.93	15.95	15.94	14.63
14	14.93	20.00	14.93	15.95	15.94	14.63
15	14.93	20.00	14.93	15.95	15.94	14.63
16	15.50	20.74	15.50	16.56	16.55	15.16
17	15.50	20.74	15.50	16.56	16.55	15.16
18	15.50	20.74	15.50	16.56	16.55	15.16
19	15.50	20.74	15.50	16.56	16.55	15.16
20	16.07	21.50	16.07	17.21	17.18	15.75
21	16.07	21.50	16.07	17.21	17.18	15.75
22	16.07	21.50	16.07	17.21	17.18	15.75
23	16.07	21.50	16.07	17.21	17.18	15.75
24	16.69	22.31	16.69	17.83	17.81	16.35
25	16.69	22.31	16.69	17.83	17.81	16.35
26	16.69	22.31	16.69	17.83	17.81	16.35
27	16.69	22.31	16.69	17.83	17.81	16.35
28	17.34	23.18	17.34	18.51	18.49	16.98
29	17.34	23.18	17.34	18.51	18.49	16.98
30	17.34	23.18	17.34	18.51	18.49	16.98
31+	17.69	23.63	17.69	18.88	18.86	17.31
			Responsibility Factor – Head Cook page 15		Responsibility Factor – Head Secretary page 15	