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STATE EMPLOYMENT
RELATIONS BOARD

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**NEGOTIATED AGREEMENT BETWEEN THE
OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES CHAPTER 550 AND THE
BOARD OF EDUCATION OF THE
PAULDING EXEMPTED VILLAGE SCHOOLS**

August 1, 2009 - July 31, 2012

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1. RECOGNITION AND DEFINITIONS

A. The Board of Education of the Paulding Exempted Village Schools, hereinafter referred to as the Board, recognizes OAPSE/AFSCME Local 4, AFL-CIO and its Local #550, hereinafter referred to as the Association, as the sole and exclusive bargaining representative for all members of the bargaining unit. The bargaining unit shall include all full-time and other regular short hour employees (regular short hour employees are those employees who work every day of the school year for less than full-time and shall specifically exclude substitutes including those who substitute long term for individuals on any extended leave) in the following classifications:

- | | |
|----------------|------------------------|
| 1. Aides | 5. Head Cook |
| 2. Bus Drivers | 6. Custodial Employees |
| 3. Cashier | 7. Bus Mechanics |
| 4. Cook/Server | 8. Secretaries |
| | 9. Library Aide |

B. Excluded from the bargaining unit are all administrative and supervisory personnel under regular contract employed by the district. Employees in the Treasurer's office and the secretary for the Superintendent shall also be excluded from the bargaining unit.

C. The purpose of this recognition is the mutual agreement that the parties will recognize each other and the Agreement as the exclusive Agreement for the duration of the contract.

D. The Association agrees to abide by the terms and conditions of the Agreement during its duration. The Board agrees to abide by the conditions and terms of the Agreement as well as recognition of the Association during its duration.

E. Definitions

Administration/Administrator - Superintendent, Treasurer, Principals, Transportation and Maintenance Supervisor, and other non-bargaining unit personnel in supervisory positions; appropriate to the context in which used.

Association - Chapter 550 of the Ohio Association of Public School Employees.

Board - Board of Education of the Paulding Exempted Village Schools.

Bus Driver(s) - Those bargaining unit members who are employed in the classification of Bus Driver.

Day - A calendar day, unless otherwise indicated, such as in the grievance procedure.

Employee(s) - Bargaining Unit Members.

Employer - Board or Appropriate Administrator, according to the context in which used.

Member(s) of the Bargaining Unit/Bargaining Unit Member(s) - All full time and other regular short hour employees except those excluded by Section I., B.

Regular short hour employees - Employees who work every day of the school year for less than full-time and shall specifically exclude substitutes including those who substitute long term for individuals on any extended leave.

Union - Association

2. MANAGEMENT RIGHTS

- A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.
- B. Except as otherwise specifically provided in the written provisions of this Agreement, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Negotiated Agreement.

3. SCOPE AND SEVERABILITY

A. Zipper Clause

All prior Negotiated Agreements not contained herein, and all prior practices, rules, or regulations not contained herein, shall not be binding upon the parties to this Agreement.

B. Provisions Contrary to Law

If any provisions of this document or any agreement reached through this document, or any application shall be found contrary to applicable law, then such provisions or applications shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In such case, the parties shall meet no later than twenty (20) working days after any such holding for the purpose of renegotiating the provisions affected.

4. NEGOTIATION PROCEDURES

A. Negotiation Teams

Four (4) designated representatives, designated by each the Board and the Association, will meet for the purpose of discussion and reaching mutually satisfactory Agreements. Neither party shall have control over selection of the other party's team members. All negotiations shall be conducted exclusively between said teams.

B. Submission of Issues

Upon request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be set not more than fifteen (15) days following such request. All issues proposed for discussion shall be submitted in writing by the Association to the representative(s) of the Board at the first meeting. The Board representative(s) shall submit in writing to the Association representatives all additional issues upon which it wishes to negotiate no later than the second meeting. No additional issues shall be submitted by either party following the second meeting, unless mutually agreed by the parties. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed by the parties.

C. Meetings

The negotiations procedures shall begin on January 15 or shortly thereafter on a date that is most convenient for both parties, and negotiation sessions shall continue until all matters submitted have been agreed to or otherwise resolved. The first item of business shall be to establish an agenda, meaning: arranging the order of issues to be discussed during the negotiation period. The initial session and all future sessions shall not be adjourned until a time, place and date have been established for the next session.

D. Negotiation Procedures

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, and proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as prescribed in item 3 above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached. Meetings shall not exceed two (2) hours except by mutual agreement and shall be held at mutually agreed upon times. If agreement is not reached within ninety (90) calendar days, the unresolved issues(s) shall be submitted to Federal Mediation and Conciliation Service as described below.

E. Caucus

Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

F. Exchange of Information

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

G. Progress Reports

The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media unless such an issuance has the prior approval of both parties.

H. Reaching Agreement

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed Agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. Following approval by the Association and by the Board, the Board shall, by resolution, adopt the Agreement. The Association agrees to abide by the terms of the Agreement and to take the necessary action to advise its members of the terms of the Agreement.

I. Resolving Differences

In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached. The parties shall jointly prepare a request for a mediator and direct said request to the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. A minimum of two (2) meetings with the mediator must occur before Chapter 550 may issue a ten (10) day strike notice.

This section constitutes the parties' mutually agreed upon dispute resolution procedure, and supersedes the dispute resolution procedures contained in Revised Code Chapter 4117.

J. Printing Cost

The Board agrees to pay the cost of printing the Agreement, not to exceed One Hundred Dollars (\$100.00).

5. **GRIEVANCE PROCEDURE**

A. 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 which may arise from time to time.

B. Definitions

- (1) A "grievance" is a claim by the grievant that there has been a violation, misapplication, or misinterpretation of this Negotiated Agreement.
- (2) A "grievant" is a Member of the Bargaining Unit who has a grievance. In the event that a violation, misapplication, or misinterpretation of the Agreement affects a group of employees, the Association may file a grievance on behalf of the group, in which case the Association shall be the grievant.
- (3) A "representative" for grievance procedures shall be designated for each school building. Any employee may consult this representative for assistance.
- (4) A "day," for purposes of this Article, shall mean Monday through Friday exclusive of negotiated or school observed Federal holidays or calamity days.

C. Procedure

Time limits stipulated herein are considered maximums to ensure rapid resolution to problems. Time limits may be extended only by mutual agreement of all parties concerned except that previously scheduled vacations or meetings outside of the school district will extend the time limits by an equal numbers of days. Failure of the Administration or grievant to adhere to the time limits stated in Level Two, Level Three, or Level Four will result in the grievance advancing to the next step in the grievance procedure.

D. Level One-Informal

Within ten (10) calendar days of an event or condition that an individual considers a grievance, he/she shall discuss the problem with his/her immediate Supervisor, or with the member of the Administration whose action or inaction created the situation, in an attempt to resolve the problem without filing a formal grievance. He/she may do this alone or with his/her official Union Representative. The grievant must inform the Supervisor that their discussion is the informal step in the grievance procedure.

E. Level Two-Formal to Supervisor

- (1) In the event the grievant is not satisfied with the disposition at Level One, within ten (10) days after the informal meeting, he/she shall file a grievance form with his/her immediate Supervisor and with the Superintendent. A hearing shall be arranged between the grievant, the immediate Supervisor, or appropriate Administrator, and the Association Representative, and other parties who may be needed to give information relative to the claim. The written disposition by the Supervisor shall be provided to the grievant and the Association within ten (10) days from said hearing.

F. Level Three-Formal to the Superintendent

- (1) Within ten (10) days of the written response from Level Two, if the grievant is not satisfied, he/she may seek a hearing with the Superintendent or his/her designated Representative by submitting a written request for a hearing to the Supervisor and the Superintendent.
- (2) In the event that the Level Two, or Formal Step, of this procedure was with the Superintendent, the next step would be Level Four.
- (3) The written response from the Superintendent shall be provided to the grievant and the President of the Association within twenty (20) days from the date of the hearing.

G. Level Four-FMCS Grievance Mediation

- (1) If the Association is not satisfied with the disposition at Level Three, it shall appeal the grievance to FMCS Mediation within ten (10) days of the Level Three response by submitting the appeal to the Superintendent's office. The parties shall first attempt to agree on a mediator. If unable to do so, the parties shall request for FMCS to appoint a mediator.

H. Level Five-Formal Binding Arbitration

- (1) If the Association is not satisfied with the disposition of Level Four, it may demand in writing that the issue be submitted to Arbitration within twenty (20) days after the Level Four mediation.
- (2) The Arbitration shall be conducted in compliance with the American Arbitration Association's voluntary rules and regulations.
- (3) The parties shall mutually request the American Arbitration Association to submit a list of seven (7) Arbitrators. The Arbitrators shall be selected by the parties alternately striking a name until a single name remains. The party striking first shall be determined by a flip of a coin. Either party may reject the first list of Arbitrators supplied by the American Arbitration Association and request submission of a second or third list.
- (4) The Arbitrator will render the written decision and award no later than thirty (30) days following the closing of the record on the case. His/her decision shall be final and binding on the Association, its Members, the Employee or Employees involved, the Board of Education, the Superintendent, and all other agents of the Board of Education. Cost of the Arbitrator's services shall be paid by the loser.
- (5) The jurisdiction and authority of the Arbitrator and his opinion and award shall be limited to the interpretation of the written provisions of this Agreement. The Arbitrator shall have no power to alter, add to, subtract from, or in any way modify the terms and conditions of this Agreement.

I. Rights of Parties

- (1) Both parties agree that grievance proceedings should be handled in a confidential manner except for any necessary action by the Board of Education.
- (2) No Employee may be represented by an employee organization other than the Association in any grievance initiated pursuant to this procedure.
- (3) A grievant cannot take a grievance to binding arbitration without the written authorization of the Association.
- (4) Copies of all written decisions of grievances shall be sent to the Association President and the grievant.
- (5) No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in the procedures described in this Agreement.

- (6) Official records should be kept in a separate file, called Grievance File, by the Treasurer and/or Superintendent.
- (7) Any grievance settlement prior to arbitration must include a timeline for implementing the settlement.

J. Summary of Grievance Procedures and Timelines

Level One

- (1) Grievant presents situation to Supervisor within ten (10) days of the event.
- (2) Grievant informs Supervisor that this meeting is the informal step of the grievance procedure.

Level Two

- (1) If the grievant is not satisfied with the results of Level One, within ten (10) days of the informal meeting he/she will file a grievance form with the immediate Supervisor and the Superintendent.
- (2) A hearing shall be arranged.
- (3) The Supervisor shall provide a written response within ten (10) days of hearing.

Level Three

- (1) If the grievant is not satisfied with the results of Level Two, within ten (10) days of the written response, he/she may file a written request for a hearing with the Supervisor and Superintendent.
- (2) A hearing with the Superintendent will be arranged
- (3) The Superintendent shall provide a written response within twenty (20) days of the hearing.

Level Four

- (1) If the Association is not satisfied with the Level Three response, it shall file an appeal with the Superintendent within ten (10) days of the Level Three response.
- (2) A mediation will be arranged.

Level Five

- (1) If the Association is not satisfied with the disposition of Level Four, it may file a written demand that the issue be submitted to Arbitration within twenty (20) days of the Level Four mediation.
- (2) An arbitration will be arranged.

Attached as Appendix A is the form to be used in the submission of a grievance.

6. CONTRACTS

Contracts for members of the bargaining unit shall be governed by the following procedures.

A. Limited Contracts

Newly employed members of the bargaining unit shall be granted a one-year limited contract. If the individual is employed for at least one hundred twenty (120) work days prior to August 1, and is then re-employed, the subsequent contract shall be for a period of two (2) years. If the employee works less than one hundred twenty (120) work days prior to August 1, and is re-employed, the subsequent contract shall be for a period of one (1) year. If re-employed again, the subsequent contract shall be for a period of two (2) years.

B. Continuing Contracts

If the individual is to be re-employed following the completion of the two-year limited contract, the new contract shall be a continuing contract.

C. Employee Resignation

Any member of the bargaining unit may terminate his or her contract following a thirty (30) day notice that must be filed with the Treasurer.

D. Non-renewal

A limited contract may be nonrenewed by the Board at its expiration provided that notice of intent to nonrenew is provided on or before the first day of June. Lack of such notice of intent shall cause the contract to be automatically renewed for a one year period.

7. SENIORITY

A. System seniority shall be defined as the continuous length of employment with the Board and is computed from the employee's most recent date of hire as a regular employee, regardless of transfers between classifications.

B. Classification seniority shall be defined as the employee's total length of service within a particular classification. A tie in classification seniority will be broken by system seniority.

For the purpose of this section, the classifications shall be:

1. Aides
2. Bus Drivers
3. Cashier, Cook/Server, Head Cook (These classifications are considered to be the same for seniority purposes.)
4. Custodial Employees
5. Bus Mechanics
6. Secretaries

- C. A tie in system seniority occurs when two (2) or more employees begin regular employment with the Board on the same day. Breaking ties in system seniority will be done within three (3) days of the tie by the flip of a coin. There will be no exceptions.
- D. A seniority list will be provided to the OAPSE President on or about October 1 of each school year.

8. POSTING OF VACANCIES

- A. A vacancy is an existing or new position that the Board intends to fill. A vacancy will be posted for bidding by employees thirty (30) days prior to vacancy when possible. Vacancies will be posted for ten (10) days. The vacancy or new position will be filled no later than ten (10) days from actual occurrence when possible, although the Board has the right to wait until after a probation period is over to permanently fill a position. Vacancies will be e-mailed and posted by administration. See Appendix B for the Job Bid or Transfer Request form.
- B. Qualified members of the bargaining unit within the classification of a vacant position shall be allowed to transfer to the vacant position in order of classification seniority. When a vacancy is filled by a transfer within the same classification the succeeding vacancy may be filled without further posting from those members of the bargaining unit in the same classification by polling members in order of seniority. An individual is considered a member of a classification on the effective date of the transfer.
- C. If the position is not filled by an employee within the classification, other qualified employees shall be awarded the position in order of system seniority. Appendix B contains a form used to clarify records of transfer. This form is used with each employee who transfers from one position to another and allows them the opportunity to review and ask questions about the items listed.
- D. The four (4) building secretarial positions and three (3) library aide positions are not subject to sections b and c above. Internal applicants for the four (4) building secretarial positions and three (3) library aide positions shall be considered, but the four (4) building secretarial positions and three (3) library aide positions are filled at the discretion of the Board.

- E. All employees new to a classification shall be allowed to return to their previous position and salary step at any time within thirty (30) days of their transfer.
- F. All employees new to a classification shall be required to serve a ninety (90) day probationary period. The Board shall have the right to return the employee to his/her previous position and step at any time between thirty (30) and ninety (90) days into the probationary period. The Board shall have sole discretion to make such a determination as long as the decision is not arbitrary or capricious. The employee may request a meeting with the Superintendent to hear the reasons for his/her return. The employee may not file a grievance about the return except on the basis that it is arbitrary or capricious.
- G. If a member of the bargaining unit is not selected after using this procedure, the Board may fill the position with a newly hired employee.
- H.
 - (1) When extra work is temporarily needed in a particular area, it will not be considered a vacancy and a casual employee will be called in to do the extra work. The Board may call in an outside substitute to do the work, until a substitute has been used to do the extra work in that particular area for ten (10) consecutive days or thirty (30) cumulative workdays in a contract year.
 - (2) Once an outside substitute has worked in a particular area for ten (10) consecutive days or thirty (30) cumulative workdays in a contract year, the work will be offered to members of the bargaining unit who are currently on the substitute list for that classification in order of system seniority. If a unit member accepts the extra work, that employee's regular position may be filled by an outside substitute. If no unit member accepts the extra work, it can continue to be performed by an outside substitute.
 - (3) The pay for individuals performing extra work will be at the substitute rate for that classification, except that unit members will be paid at the 0 step of the appropriate salary schedule after they have worked twenty (20) cumulative workdays in a particular area during a contract year.
- I. For the purpose of this section, the classifications shall be:
 - 1. Aides
 - 2. Bus Drivers
 - 3. Cashier, Cook/Server, Head Cook (These classifications are considered to be the same for seniority purposes.)
 - 4. Custodial Employees
 - 5. Bus Mechanics
 - 6. Secretaries

9. EMPLOYEES HOLDING TWO POSITIONS

- A. Employees holding two positions are to follow their regular daily schedule.
- B. Secondary position(s) cannot interfere with the primary position (cannot overlap hours).
- C. Hours of combined position(s) may not total more than eight (8) hours per day.
- D. Working arrangements will be at the supervisor's discretion.
- E. Secondary positions cannot be vacated for the purpose of gaining additional hours in the primary position or as a substitute in a different classification.
- F. Employees in primary positions will be offered overtime before employees in secondary positions and employees in secondary positions will be offered overtime before substitutes.

10. LAYOFF AND RECALL

All positions covered by the bargaining unit classifications shall be filled by employees of the Board. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such layoff.

- A. The number of people affected by such a reduction in force shall be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire or otherwise vacate a position.
- B. The Board shall determine in which classifications the reduction in force should occur and the number of employees to be laid off. In the classifications subject to reduction in force, employees shall be laid off according to classification seniority with the least senior employee laid off first.
- C. An employee who is displaced as a result of the abolishment of a position or by being bumped by another employee may bump any employee in his/her own classification that has less classification seniority than the displaced employee. According to Section 8, D, the four (4) building secretarial positions and three (3) library aide positions are filled at the discretion of the Board. The employees holding these positions are, therefore, not subject to being bumped. These employees do retain the right to the bumping procedure should they become displaced.

If a displaced employee holds seniority in another classification and cannot bump in his/her current classification due to being the least senior employee in the classification, he/she may bump a less senior employee in the classification previously held, provided the displaced employee has more classification seniority in that classification than the employee being bumped.

- D. The following job classifications shall be used for the purpose of defining classification seniority.
- (1) Aides
 - (2) Bus Drivers
 - (3) Cashier, Cook Server, Head Cook (These classifications are considered to be the same for seniority purposes)
 - (4) Custodial Employees
 - (5) Bus Mechanics
 - (6) Secretaries
- E. No less than twenty (20) days prior to the effective date of the reduction in force, the Association President shall be notified. At the same time the Board shall prepare and place in pay envelopes a list containing the positions which are to be reduced and a list of members of the bargaining unit by classification seniority. Each individual member of the bargaining unit, subject to layoff, will be individually notified prior to the effective date of the layoff. Such notice shall state the following.
- (1) Reasons for the reduction in force
 - (2) The effective date of layoff
 - (3) Statement advising the member of the bargaining unit of his or her rights of reinstatement from layoff.
- F. For the classifications for which the reduction in force occurs, the Board shall prepare a reinstatement list and the names of all members of the bargaining unit who have been laid off. This list shall show the order of reinstatement. Reinstatement shall be made from this list before any new employees are hired in that classification.
- G. Members of the bargaining unit who have been subject to a reduction in force and who are eligible for reinstatement shall be notified in writing of any vacancies which occur. Vacancies shall be offered to employees eligible for reinstatement in the reverse order of layoff after the bidding procedure is followed. Any member of the bargaining unit who declines a reinstatement offer shall be removed from the reinstatement list.
- H. A member of the bargaining unit subject to a reduction in force and eligible for reinstatement shall remain on the appropriate list for a period of three (3) years from the effective date of the layoff.

11. DISCIPLINE AND DUE PROCESS

No employee shall be suspended or discharged except for incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, willful violations of the Employer's reasonable policies, which are not inconsistent with the terms and conditions of this Agreement, or any other acts of misfeasance, malfeasance, or nonfeasance.

- A. Except in instances where the employee is found guilty of an offense of a serious nature, such as those referred to in Section C below, discipline will only be applied for a good reason and in a corrective, progressive and uniform manner in accordance with this Agreement.

Progressive discipline shall be as follows:

- (1) Oral warning
- (2) Written reprimand
- (3) Suspension without pay
- (4) Termination

- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.
- C. Certain offenses may warrant suspension and/or discharge without regard to previous reprimands or discipline if such offenses occur in the course of employment. Such offenses include, but are not limited to, the following:
- (1) theft of or intentional damage to property;
 - (2) repeated insubordination toward management, or threatening, abusive or obscene language toward the public;
 - (3) intoxication, working under the influence of alcohol or an illegal controlled substance while on duty, or conviction for the sale of any illegal controlled substance;
 - (4) deliberate falsification of records; and/or
 - (5) provoking a fight with another employee or a member of the public.
- D. Any offenses and disciplinary actions shall be subject to the discipline procedures and grievance procedure of this Agreement.
- E. Whenever the Employer determines that an employee may be suspended or terminated, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.

F. Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee:

- (1) specific charges which are the basis for the proposed disciplinary action;
- (2) the maximum possible discipline; and
- (3) a statement of the employee's right to representation at the pre-disciplinary conference.

Within five (5) working days following the pre-disciplinary conference a written report will be sent by the Employer to the employee and the Association President concluding whether or not the alleged conduct occurred, and what discipline, if any, is appropriate.

G. Pre-disciplinary conferences will be held by the Superintendent or designee who shall be a supervisor not directly in the chain of command of the employee.

H. The decision of the Employer may be appealed by filing a grievance within five (5) working days of receipt of the decision. If the parties agree in writing, the grievance can be filed directly at the Superintendent's step of the grievance procedure. /

I. If the Superintendent determines that the employee's continued employment prior to the pre-disciplinary conference poses a danger to persons or property or a threat of disrupting operations, the Superintendent may suspend the employee with pay pending the conference provided for in this Article.

J. Any discipline of less than three (3) days shall not be used against an employee after twenty-four (24) months of no discipline. A suspension of three (3) days or more shall not be used against an employee after thirty-six (36) months of no discipline.

12. SICK LEAVE

A. Members of the bargaining unit shall be entitled to a sick leave credit of one and one-fourth (1-1/4) workdays with pay for each completed month of service. Sick leave accumulation is unlimited.

B. The following are the purposes for which sick leave may be used:

- (1) Personal illness or injury.
- (2) Exposure to a contagious disease. This requires a statement from a physician.
- (3) Illness in the immediate family
- (4) Death in the immediate family.

The immediate family shall be defined as, and limited to, husband, wife, children, first aunt and uncle, nephew, niece, first cousin, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, brother, sister, mother, father, foster parent, stepparent, stepchildren and foster children.

- (5) One (1) day of sick leave may be requested for the death of a member of the extended family or a close friend. The granting of such request is totally up to the discretion of the appropriate administrator. Employees may only be granted one (1) day per contract year under this Section.

A statement from a physician may be required.

13. FAMILY AND MEDICAL LEAVE

Paulding Exempted Village Schools shall provide a family and medical leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"). An employee who has worked for the employer for at least twelve (12) months is eligible for twelve (12) work weeks of FMLA leave within any twelve (12) month period beginning with the date of the first day family and medical leave is taken and ending three hundred sixty-four (364) days later, provided the employee worked at least 1,250 hours in the twelve (12) months preceding the beginning of the first day of leave.

Types of Leave

An eligible employee may take FMLA leave for:

1. the birth and first-year care of a child;
2. the adoption or foster placement of a child;
3. the serious illness of an employee's spouse, parent, or child; and
4. the employee's own serious health condition that makes employee unable to perform his/her job.

The employer will require an employee to use accrued paid vacation, personal or sick leave prior to using unpaid family leave. In the case of a newborn baby or the adoption of a child less than one year old, the employee may choose to save up to ten (10) days of sick leave and use family leave first. An employee cannot compel the employer to permit the employees to use accrued medical/sick leave in any situation where the leave could not previously be used.

Leave may be designated as FMLA leave either because an employee requests it or because the employer requires accrued paid or unpaid vacation, personal, and/or sick leave to be designated as FMLA leave, even if the employee does not request it. If paid or unpaid leave is designated as FMLA leave, regardless of who requests the designation, the leave will count as part of the employee's twelve (12) week FMLA entitlement in a twelve (12) month period. An employee can ask that leave be considered FMLA leave up to two (2) business days after returning to work from leave.

Spouse Employed by the Employer

If a husband and wife eligible for leave are employed by the employer, their combined amount of leave for birth, adoption, foster care placement, and parental illness is limited to twelve (12) weeks. In the case of a seriously ill child, both employees are entitled to use up the twelve (12) weeks each. An employee may not take FMLA leave to care for a parent-in-law.

Intermittent and Reduced Leave

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury.

Reduced leave is a leave scheduled that reduces employee's usual number of hours per work week or hours per work day.

Intermittent or reduced leave is available only for the employee's own serious health condition or to care for a seriously ill spouse, child, or parent and is subject to employer approval unless medically necessary. Such leave may not be used for the birth or adoption/placement of a child. The employee who wishes to use intermittent or reduced leave must have the prior approval of the employer.

In the case of intermittent or reduced leave, the employer may transfer the employee to a position which is equivalent in pay and benefits, but which better accommodates the recurring periods of leave than the employee's regular position. The employee must furnish the employer with the expected dates of the planned medical treatment and the duration of the treatment in advance, the superintendent must authorize such leave in writing.

Additional Limitations for Instructional Employees

Instructional employees are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting, including teachers, athletic coaches, driving instructors and special education assistants such as interpreters for the hearing impaired. Instructional employees do not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, or counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, or bus drivers.

If an instructional employee requests intermittent or reduced leave that is foreseeable based on planned medical treatment, and the employee would be on leave for more than twenty (20) percent of the total number of working days over the period the leave would extend, the employer may require the employee to choose either to:

- a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned leave; or
- b. Transfer temporarily to a position which is equivalent in pay and benefits, but which better accommodates the recurring periods of leave than the employee's regular position.

If an instructional employee does not give required notice of foreseeable intermittent or reduced leave, the employer may require the employee to take leave of a particular duration or to transfer temporarily to an alternative position. Alternatively, the employer may require the employee to delay the taking of leave until the notice provision is met.

If an instructional employee begins leave more than five (5) weeks before the end of an academic term (school semester), the leave will last at least three (3) weeks, and the employee would return to work during the three (3) week period before the end of the term, the employer may require the employee to continue taking leave until the end of the term. If an instructional employee begins leave during the five (5) week period before the end of a term for a purpose other than the employee's own serious health condition, the leave will last more than two (2) weeks, and the employee would return to work during the two (2) week period before the end of the term, the employer may require the employee to continue taking leave until the end of the term. If an instructional employee begins during the three (3) week period before the end of a term for a purpose other than the employee's own serious health condition and the leave will last more than five (5) working days, the employer may require the employee to continue taking leave until the end of the term.

In all of the foregoing instances of leave for periods of a particular duration or leave until the end of a term, whether chosen by the employee or required by the employer, the entire period of leave taken will count as FMLA leave.

Benefits

The employer will maintain the employee's health coverage under the employer's group health insurance plan during the period of FMLA leave. The employee should make arrangements with the employer to pay the employee's share of health insurance costs prior to the beginning of the FMLA leave.

The employee will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the leave period. Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

Notice

When the FMLA leave is foreseeable, the employee must notify the employer in writing of his/her request for leave at least thirty (30) days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the employer's operations.

The employer may deny the leave if the employee does not meet the notice requirements.

Certification

The employer will require the employee to provide certification from a health care provider containing specific information required under the law if s/he requests a medical leave of type 3 or 4, i.e., based on the serious illness of the employee's spouse, parent, or child or the employee's own serious health condition. The employer may delay the commencement of an employee's leave until such certification is submitted. If there is a question concerning the validity of such certification, a second and, if necessary, a third opinion can be required, both at the expense of the employer.

Certification must include;

1. the date the illness commenced
2. probable duration of illness
3. the appropriate medical facts
4. assertion that the employee is unable to perform job functions or is needed to care for a sick family member, for a specific period of time.

It will be the employee's responsibility to report periodically as to his or her status and intention to return to work. Upon the employee's return to work, the employer will require that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

In the case of paid leave that is being designated as FMLA leave, the certification requirement will be the lesser of what is required under the collective bargaining agreement or what is required under the FMLA.

Restoration

When the employee returns from the leave, the employer will restore the employee to the same or an equivalent position with equivalent benefits, pay, terms, and conditions of employment in accordance with Board policy.

Under certain circumstances, the employer may deny restoration to a key employee. The employer will comply with the notice requirements of the FMLA in denying restoration. A key employee is a salaried employee who is among highest paid ten percent (10%) of the employees and whose restoration would cause the employer to experience a substantial and grievous economic injury to the operations of the employer.

Failure to Return

The employer is entitled to recover health care premiums paid during the leave if the employee fails to return from leave. However, recovery cannot occur if the employee fails to return because of the continuation, recurrence, or onset of a serious health condition or due to circumstances beyond the control of the employee.

14. PERSONAL LEAVE

- A. Three (3) days per year.
- B. Personal leave is designed to be used for personal business that, as determined by the Administration, cannot be transacted other than the school day. It is not to be used for vacation.
- C. Two (2) days advance notice to the building principal or immediate supervisor except in cases of emergency.
- D. Personal days should not be granted the day preceding or the day following a holiday, except in case of emergency.
- E. For employees who do not qualify for the attendance incentive, unused personal leave will be converted to sick leave at the end of each contract year.

15. BEREAVEMENT LEAVE

- A. Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family.
- B. Employees may use up to three (3) days for attendance at the funeral of the following immediate family members: spouse, parents, parents-in-law, children, stepchildren, brother/sister, grandparents and grandchildren.
- C. Employees may use bereavement leave for the following immediate members: nephew, niece, first cousin, first aunt and uncle, brothers and sisters-in-law, step-parents, foster parents and foster children in accordance with the following provisions:
 - (1) One (1) day for a funeral which is less than one hundred (100) miles from home (one way).
 - (2) Two (2) days for a funeral which is more than one hundred (100) but less than two hundred fifty (250) miles from home (one way).
 - (3) Three (3) days for a funeral which is two hundred and fifty (250) miles or more from home (one way).

16. OAPSE BUSINESS LEAVE

The Board agrees to permit two (2) elected Delegates of OAPSE Local #550 leave of three (3) days each to attend the OAPSE Annual Delegate Conference with continuity of salary.

The OAPSE Local President may also be absent from work with pay up to twenty-four (24) hours (from July 1 to June 30) with OAPSE reimbursing the Board at the substitute rate and SERS charge.

17. MISCELLANEOUS LEAVE PROVISIONS

A. Extended Leaves of Absence

A leave of absence is understood to mean a period of extended absence from duty by a bargaining unit member for which written request has been made to the Superintendent and formal approval has been granted by the Board.

Purposes for which leave of absence may be granted:

- (1) illness;
- (2) disability;
- (3) educational or professional purposes;
- (4) maternity; and
- (5) service in the United States armed forces.

All leaves of absence shall be without pay unless otherwise provided by the Board in advance.

Leaves of absence for maternity shall begin when recommended by the physician and return to job on recommendation of physician.

Only those leaves of absence granted for services in the United States armed forces, or any auxiliary branch thereof, shall be considered valid for salary increments.

Leaves of absence do not extend for a longer period than two (2) calendar years. Leaves of absence shall not be granted for more than one year at a time, and for no longer than the remainder of the school year when requested after the school year has begun.

At the expiration of the specified period of leave, an employee terminates his/her affiliation with the Board at the time he/she declines a position which has been tendered him/her in the district.

Requests for a leave of absence are to be submitted by July 10.

B. Short-Term Leaves of Absence

Each bargaining unit member is eligible for one occurrence of short-term unpaid leave of absence per contract year. The leave will be for a maximum of ten (10) work days, and will be granted as long as an adequate substitute is available. The determination of whether or not an adequate substitute is available will be made by the administration and is not grievable.

C. Absence Without Leave

If a member of the bargaining unit is absent for any cause not covered under the leave policy, such absence will result in the loss of pay for that day. The loss of pay shall be at a per diem rate based on annual salary and the number of days of contract.

Each employee should call his or her building principal or immediate supervisor if he/she will be tardy or absent from work.

D. Jury Duty

Each employee selected for jury duty shall notify his/her supervisor as soon as possible after receipt of notification to report for jury duty or official notification of the prospect of jury duty service. An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The Board shall pay the employee their regular rate of pay (overtime or unusual calculations are excluded).

The employee shall deliver over to the Treasurer and endorse his/her jury duty check. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Leave for jury duty shall be available to employees regardless of shift worked, but the time excused from work shall not exceed the number of hours the employee is required to serve on the jury duty.

E. Attendance Incentive

The following attendance incentive will be paid to employees who miss no more than the "indicated number of days per contract year due to personal leave, sick leave, or leave without pay. Bereavement leave will not count against attendance for purposes of this incentive.

<u>Days Missed</u>	<u>Payment</u>
0	Four Days Paid
1	Three Days Paid
2	Two Days Paid

Payment will be made at the individual's applicable rate of pay during the year in which the incentive was earned. Payment for the previous year shall be made in the first paycheck following July 31.

F. Family Leave

Family leave will be governed by the Federal Family and Medical Leave Act, and by the Board Policy on Family and Medical Leave (attached as Appendix G).

18. VACATIONS

- A. All twelve (12) month employees shall be granted, upon request, vacation with pay each school year according to the following schedule:

Years of Service	Weeks of Vacation
1 - 7 years	2
8 - 11 years	3
12 - 19 years	4
20 and over	5

- B. Employees may select time for vacation with the limitation that vacations cannot be granted during the first week after the closing of school or first week prior to the start of school.
- C. Employees can only carry over to the next year a maximum of the number of days they currently earn. At each employee's anniversary date they will lose all accumulated vacation days that exceed the allowable carryover.
- D. Two (2) days advance notice must be given to the building principal or immediate supervisor.

19. INSURANCE BENEFITS

- A. General

- (1) The Board shall provide for insurance coverages through direct purchase, through a third-party administrator and/or in conjunction with a consortium. Such insurance shall be carried by a company licensed by the State of Ohio. For those that choose this insurance coverage, the Board shall provide full twelve (12) month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last).
- (2) Short-hour employees are bus drivers with less than four (4) trips per day and other employees working less than five (5) hours per day. Short-hour employees who began their regular employment with the Board after August 1, 2006 are not eligible to participate in any of the school district's insurance benefit programs (health, dental, vision, and life). Short-hour employees who began their employment with the Board on or after December 1, 1989 and prior to August 1, 2006 will have fifty percent (50%) of all insurance premiums (health, dental, vision and life) paid for by the Board. Short-hour employees who began their employment with the Board prior to December 1, 1989 will have seventy percent (70%) of all insurance premiums paid for by the Board.
- (3) The Board may change insurance carriers at its discretion.
- (4) The specific coverages for the health, dental and vision insurance

plans are contained in the current plan documents, a copy of which shall be provided to each covered employee upon request. The benefits provided by each plan will remain the same or substantially similar to those in effect as of the 1997-2000 Negotiated Agreement.

- (5) The Union agrees to appoint members to participate with the administration and the PEA in meetings regarding insurance issues.

B. Health, Dental and Vision Insurance

The Board shall purchase health, dental and vision insurance for all members of the bargaining unit who qualify for coverage and choose to use the Board insurance plan.

For full-time employees hired prior to August 1, 2006, the Board shall pay one hundred percent (100%) of the health insurance premium for an individual policy and ninety percent (90%) of the health insurance premium for a family policy. The Board will pay one hundred percent (100%) of the premium for full-time employees for dental and vision insurance. Payment for short hour employees is covered by Section A(2), above.

For full-time employees hired after August 1, 2006, the Board shall pay ninety percent (90%) of the health and vision insurance premiums for an individual policy and eighty percent (80%) of the health and vision premiums for a family policy. The Board will pay ninety percent (90%) of the premium for a full-time employee for dental insurance.

All employees hired prior to August 1, 2006 who maintain continuous employment with the district will retain the insurance premium payment benefit based on their original date of hire.

C. Life Insurance

The Board will pay the full cost of group term life insurance coverage for employees who work at least three (3) hours per day (subject to the limitations in paragraph A, 2 above) the amount of twenty thousand dollars (\$20,000). All enrollment forms must be completed. When open enrollment periods end a member of the bargaining unit may be enrolled only after determination of eligibility by the insurance company. See Section A(2) for payments for short-hour employees not covered by language above.

D. Insurance Benefits While on Leave of Absence

- (1) For employees on a paid leave of absence or on approved workers' compensation leave, insurance benefits will continue uninterrupted.
- (2) For employees on an unpaid leave of absence, the employee may choose to continue participation in the insurance plan by remitting the premiums to the Board Treasurer in advance of the time they are due. Such remittance shall not be required more than thirty (30) days in advance.

E. Section 125 Plan

The Board will provide a limited Section 125 Plan for insurance premium payments by employees.

F. Hospital Network

The District will be a member of a full PPO network, and employees will be subject to the terms and conditions of that network.

20. PAY AND PAY DAYS

- A. All employees shall be paid twenty-six (26) times per year on alternate Fridays.
- B. Any employee temporarily assigned to perform the duties of a position with an assigned higher rate of pay shall be paid at the higher rate from the first day he/she performs such duties.
- C. All employees working for the Board shall be guaranteed at least the amount of hours and comparable pay for the hours specified in this contract.
- D. Employees will be offered the opportunity to work the first five (5) days of any unscheduled absence of another employee in his/her same classification. All other replacement of employee's absences may be offered to current employees or substitutes, at the Superintendent's discretion. Except with approval of the supervisor, no employee can work more than four (4) hours of an absent employee's shift. When an employee gives short notice of absence (less than twelve (12) hours for 1st shift employees or four (4) hours for 2nd shift employees) to his/her supervisor, the replacement may be offered to current employees or substitutes, at the Superintendent's discretion.
- E. All overtime shall be offered to employees on a rotation basis by seniority using the following order:
 - 1) by building (within the affected classification);
 - 2) from other buildings (within the affected classification).

All authorized hours over forty (40) in one week shall be paid at the rate of time and one-half (1½).

Building checks usually performed on non-school days will be included in the overtime rotation system. An employee performing a complete building check, including boilers, shall receive a minimum of one (1) hour of pay at his/her regular rate.

Alarm calls are excluded from these procedures. An employee responding to an alarm call shall receive a minimum of one (1) hour pay at his/her regular rate.

Overtime lists shall be maintained in each building. An employee will be moved to the bottom of the applicable rotation list each time he/she is offered overtime, whether or not that overtime is accepted by the employee.

- F. All work authorized and performed on legal holidays as set forth in this Agreement shall be paid at the rate of time and one-half (1½) for hours actually worked, in addition to holiday pay.
- G. Any employee may elect to take compensatory time off with pay in lieu of overtime pay. At least two (2) days notice of intention to take compensatory time must be provided to the immediate supervisor. The Board reserves the right, at its option, to pay off in cash any or all of an employee's accumulated but unused compensatory time following the end of each fiscal year.
- H. All employees shall be paid their appropriate rate of pay for calamity days waived by the state. Employees required by their supervisor to work on a waived day will be paid at the rate of time and one-half (1½) for hours actually worked after school is cancelled, in addition to calamity pay. Any employee required to work their contracted hours on subsequent calamity days shall be paid their normal rate of pay for actual hours worked.
- I. Employees driving personal vehicles to approved meetings will be eligible for reimbursement of travel at the IRS rate. Registration costs at approved meetings can be paid for by the school district with adequate advance notice. "Approved" means prior approval by the employee's supervisor and obtaining approval for a purchase order.
- J. Any employee who is required to attend any meeting before or after working hours shall be paid at the regular rate of pay unless the meeting places the employee at over eight (8) hours in any one day or forty (40) hours in one week. Release time will be given to employees who attend required and approved in-service programs during normal work hours.
- K. Overtime pay and other pay for extra work, such as field trips, shall be paid in the same pay period as the time is worked.
- L. Members of the bargaining unit who have completed twenty (20) years of service with the school district will receive a one-time bonus payment of three hundred dollars (\$300.00). This payment will be made on the first payroll following the anniversary date of employment or in the first pay in December. The employee must notify the Treasurer's office thirty (30) days prior to the anniversary date in order to receive the payment at that time.
- M. The Board will make paychecks available to second and third shift employees, if they are ready to be distributed, at the administration building between 3:30-4:30 p.m. on the Thursday afternoon prior to payday.

21. WAGE SCHEDULE PLACEMENT

- A. Members of the bargaining unit who are new hires shall be placed at the zero step of the appropriate classification.

- B. When a member of the bargaining unit transfers to a classification with a higher paying (hourly rate) schedule, he/she will be placed at the first step on the schedule that equals or exceeds their current hourly rate.
- C. When a member of the bargaining unit transfers to a classification with a lower paying (hourly rate) schedule, he/she shall be placed at the same experience step on the new schedule.
- D. For purposes of subsections (B) and (C) only, the hourly rate of a bus driver will be calculated on the basis of one route equals one hour.
- E. The Board of Education and OAPSE agree to the following procedure for placing new employees with a starting date of February 22, 1994 or later on the salary schedules:
 - (1) All new employees will be placed at Step 0 from their first day of work to their first year anniversary.
 - (2) On the new employee's first anniversary they will move to Step 1.
 - (3) On August 1 following the first year anniversary the employee will be placed on Step 2.
 - (4) The employee will move one step each August 1 following the actions above.

22. PAYROLL DEDUCTIONS

Members of the bargaining unit may elect to have deductions taken from their first two (2) paychecks each month for the following reasons.

- A. Tax Sheltered Annuities. The enrollment period is limited to September and October. Employees may make one change without cost in the deductible amount during the year after the initial deduction.
- B. Credit Union Membership. Each member in the bargaining unit may make one change without cost in the deductible amount during the year after the initial deduction. Any additional changes will necessitate a five dollar (\$5.00) charge to the employee.
- C. United Way. United Way deductions may be specified by a member of the bargaining unit and may be changed annually at the time of the United Way fund drive.
- D. PAC (People) Contributions. PAC contributions under payroll deduction shall not be less than one dollar (\$1.00) per payroll. The Treasurer, on the distribution date of the first two (2) payroll checks of each month, will have ready for OAPSE a single check for the deduction. The check must be picked up at the Treasurer's office.

23. SERS PICK-UP

- A. The Board agrees to "pick-up" SERS retirement contributions applicable to each individual employee. For purposes of SERS retirement, the Board will structure this pick-up so that it shall be computed as part of the final average salary.
- B. All employee contributions to the School Employees Retirement System will be picked up by the Board on behalf of each employee in the bargaining unit on the following terms and conditions:
 - (1) The employee's annual compensation shall be reduced for purposes of State and Federal income tax only by an amount equal to that picked up and paid by the Board as set forth in this division.
 - (2) The Board shall compute and remit its statutory required contributions to SERS based upon annual salary and/or earned compensation that includes the amount of pick-up computed herein.
 - (3) The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
 - (4) Payment for all leaves - sick leave, personal leave, severance and vacation, and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated based upon the employee's daily gross pay prior to any reduction for "pick-up" purpose (e.g. gross pay divided by the number of days in the individual's contract).

24. PROFESSIONAL DUES

- A. The Board agrees to deduct the OAPSE dues from the pay of full-time and short hour employees requesting in writing that such deductions be made. Authorization for OAPSE dues deduction shall continue in effect until such time as an employee requests to withdraw from deduction by using the authorized form available from the OAPSE representative, using appropriate dates, unless no longer an employee.
- B. Dues shall be deducted from the second paycheck each month beginning with the second paycheck in September for a total of twelve deductions.
- C. The amount of dues to be deducted for OAPSE shall be filed with the Board Treasurer by letter no later than the first day for students in attendance for each school year.
- D. The Treasurer of the Board shall remit the dues to the State Office of the Ohio Association of Public School Employees, on a monthly basis, with a list of names of the employees and the amount contained in the payment for each one.

25. FAIR SHARE FEE

- A. Fair share fee shall be an exclusive right conferred upon the Association as the exclusive representative agent.
- B. Unless otherwise specified herein, the Board agrees to automatic payroll deduction, as a condition of employment, of an amount not greater than the total dues and assessments of the Association from the pay of all bargaining unit members who elect not to become members of the Association or from those who elect not to remain members of the Association.
- C. Payroll deduction of fair share fees for all regularly employed non-Association members shall begin simultaneously with payroll dues deductions for members of the Association and continue through all remaining pay periods over which Association membership dues and assessments are deducted except that no deductions shall be made for newly-hired bargaining unit members until the second paycheck, which period shall be the enrollment period for newly-employed bargaining unit members.
- D. Upon notification from the Association that a bargaining unit member has terminated Association membership, the Treasurer of the Board shall commence the deduction of the fair share fee with respect to such former member. The amount of the fee to be deducted shall be the total of the annual dues and assessments of the Association less the amount previously paid through employee authorized payroll deduction.
- E. Association dues and assessment rates and fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll-deducted. The Board will promptly transmit all amounts so deducted to the Association.
- F. The Board will accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.
- G. Within thirty (30) days of the receipt of the determination of the rebate pursuant to the internal rebate procedures, any nonmember fair share fee payer may, pursuant to law, file a challenge with SERB specifying the arbitrary or capricious nature of such determination. The rebate procedure will be distributed by the Association prior to the initiation of the deduction of the fair share fee.
- H. The Association agrees that it will maintain compliance with all the relevant constitutional and statutory requirements for fair share fees. The Association further agrees to defend and indemnify the Board for any cost, demands, claims, suits or liability incurred as a result of the implementation and enforcement of this Article.

26. SEVERANCE PAY

Upon retirement a member of the bargaining unit shall be eligible for severance pay. Payment shall be paid up to a maximum number of days, not to exceed forty-one (41) and five percent (5%) of any accumulated days above forty-one (41) of his or her accumulated and unused sick leave. If the accumulated sick leave is less than forty-one (41) days, then only the amount earned will be paid. Employees will be paid additional days according to the following formula: (Maximum number of sick days earned in the five (5) years prior to retirement) minus (number of sick days used) multiplied by twenty-five percent (25%). Severance pay will be calculated by multiplying the hourly rate of pay at retirement. Such payment shall extinguish all accumulated sick leave to the credit of such employee.

27. USE OF BUILDINGS, FACILITIES, AND EQUIPMENT

- A. The union and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon twenty-four (24) hour notice, so long as it does not interfere with the normal conduct of a school day or previously scheduled activities.
- B. The union shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The union shall pay for the reasonable cost of all materials and supplies incident to such use. Should any equipment be damaged due to negligence on the part of the union, then the union will pay for any necessary repairs.

28. SAFETY

- A. The Board will provide a T.B. test for those required to take one.
- B. Accident report forms will be made available at the bus garage, principals' offices, and the Superintendent's office.
- C. The Board agrees to investigate any written safety complaints and report the results of the investigation, in writing, to the safety liaison appointed by the Association.
 - (1) The bargaining unit will appoint one Association employee from each building to serve on a District Safety Committee. These individuals will serve as volunteers and will work with other committee members to promote a safe and healthy work environment. Other Safety Committee members will be from the Paulding Education Association and the Administration.

29. BUS DRIVERS

- A. Field trips, extracurricular trips, and substituting for other regular drivers shall be awarded on a rotating basis from the seniority list established at the beginning of the school year of those drivers who wish to take trips. Available field trips and extracurricular trips shall be offered first to eligible regular drivers.
- B. Drivers will be expected to complete their regular assignments prior to filling any extra trips unless conflicts in schedules require the reassignment of drivers.
- C. Routes shall be equalized as much as possible so that no more than one hour should elapse from the scheduled time of the first student pickup and the arrival at school for the morning runs and from the departure from school to the last drop-off for the afternoon runs.
- D. Field trips and extracurricular activity trips shall be paid at the rate \$10.02. Such trips will be paid at a minimum of two (2) hours pay per trip. If a trip is canceled after the driver has already arrived at the school the driver will receive two hours pay.
- E. A driver under contract will receive regular pay when assigned to a different route.
- F. Extra pay for approved additional time will be paid at the bus driver's regular rate of pay.
- G. When there are any major changes in bus routes, drivers will be advised in advance of this change.
- H. The annual bus drivers' meeting shall be held not later than the Friday prior to school starting.
- I. If a driver objects to a route change, he or she may request a meeting between the driver, the Superintendent, the bus coordinator, and an Association representative to resolve the concern.
- J. When a route becomes vacant or a new route is created, it shall be posted under the bid procedures.
- K. When a driver is absent, other regular scheduled drivers will be offered substitution on the routes as their schedule allows.
- L. Drivers may not switch route assignments between themselves unless requested to do so by the bus coordinator or Superintendent.
- M. The Board will pay the cost for bus drivers to update the CDL license required by the State of Ohio.

- N. The Board will determine the number of people to be used for summer bus cleanup, and the number of hours each person will work. Employees will be chosen in the order of seniority for this duty, and will be paid ten dollars (\$10.00).
- O. Overnight trips will be paid at a flat one hundred-fifty dollars (\$150.00) per night.
- P. Controlled substances and alcohol use and testing will be according to Department of Transportation, Federal Highway Administration Rules and Regulations 49 CFR Parts 382, et al.
- Q. Yearly physicals will be paid up to thirty dollars (\$30.00).

30. HOURS OF WORK AND HOLIDAYS

POSITION	Hours Per Day	Hours Per Day w/Maximum Reduction	Workdays Per Year	Total Paid Days	Holidays	Total Annual Hours	Total Annual Hours w/Maximum Reduction
Aides	7*	6*	178	185	7**	1295	1110
Bus Drivers	Varies	Varies	178	185	7**	Varies	Varies
Head Cooks	8*	7*	180***	187	7**	1496	1309
Cooks/Servers	Varies	Varies	180***	187	7**	Varies	Varies
Cashiers	Varies	Varies	180***	187	7**	Varies	Varies
Custodial	8*	7*	09/10 251 10/11 252 11/12 252	09/10 260 10/11 261 11/12 261	9****	09/10 2080 10/11 2088 11/12 2088	09/10 1820 10/11 1827 11/12 1827
Bus Mechanic	8	7	09/10 251 10/11 252 11/12 252	09/10 260 10/11 261 11/12 261	9****	09/10 2080 10/11 2088 11/12 2088	09/10 1820 10/11 1827 11/12 1827
Secretary/ 10 Mos	8*	7*	200	207	7**	1656	1449
Secretary/ 12 Mos	8*	7*	09/10 251 10/11 252 11/12 252	09/10 260 10/11 261 11/12 261	9****	09/10 2080 10/11 2088 11/12 2088	09/10 1820 10/11 1827 11/12 1827

* The starting and ending time depends upon the building assignment

** Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Years Day, Martin Luther King Day, Good Friday

*** 178 school days, a before-school preparation day and an after-school-year cleanup day

**** Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Years Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day

The hours and days above are used to calculate the salary and work hours and days for each classification. The Board of Education may increase the hours of any position up to 8 hours per day for existing positions within the bargaining unit by Board action.

The Board of Education may decrease the hours for a position within a classification in the bargaining unit by Board action and after notification of the Union. Such reduction shall not be for more than one (1) hour per day of the total time of that position.

Any adjustment beyond one (1) hour shall be dealt with by the layoff and recall, Article 9 of the current contract.

Any reduction of any position time that has benefits shall still receive the benefit for that position regardless of any adjustment.

31. DURATION

- A. This Agreement shall become effective on August 1, 2009, and shall continue in effect until July 31, 2011. The contract will be reopened for the 2010-2011 contract year to negotiate wages only.
- B. This Agreement may be amended by mutual consent of both parties. A meeting to negotiate such amendment proposals shall be held not more than ten (10) days following a written request for such meeting by either party. Negotiations shall be conducted in accordance with the procedures in this document.

OAPSE PRESIDENT

BOARD PRESIDENT

DATE:

DATE:

OAPSE TEAM MEMBER

SUPERINTENDENT

DATE:

DATE:

OAPSE TEAM MEMBER

TREASURER

DATE:

DATE:

OAPSE REPRESENTATIVE

BOARD ATTORNEY

DATE:

DATE:

PAULDING EXEMPTED VILLAGE SCHOOLS

OAPSE GRIEVANCE REPORT FORM

The purpose of this form is to provide a summary of the proceedings of a grievance through the agreements contained in the contract between the Board and the Association. Supplementary material and written responses from the administrators may be attached.

Name of Grievant _____

Classification _____

1. In the space below a grievance should be stated for use in each step in the grievance procedure.

2. Step 1 Date: _____

3. Step 2 Date: _____

4. Step 3 Date: _____

OAPSE #550
JOB BID OR TRANSFER REQUEST

Employee Name: _____ Seniority Date: _____

Present Job: _____

Job Bid or Transfer Requested: _____

Comments: _____

Signature: _____ Date _____

- cc:
- Superintendent
- OAPSE President
- Employee Bidding

Copies will be distributed after filing.

2009-2010 SALARY SCHEDULE

Position	Years	Hourly Rate	Salary
Library Aides	0	9.51	\$12,315.45
	1	10.46	\$13,545.70
	2	10.67	\$13,817.65
	3	10.92	\$14,141.40
	4	11.14	\$14,426.30
	5	11.38	\$14,737.10
	8	11.44	\$14,814.80
	10	11.53	\$14,931.35
	15	11.60	\$15,022.00
	16	11.71	\$15,164.45
Aides	0	9.51	\$12,315.45
	1	10.46	\$13,545.70
	2	10.67	\$13,817.65
	3	10.92	\$14,141.40
	4	11.14	\$14,426.30
	5	11.38	\$14,737.10
	8	11.44	\$14,814.80
	10	11.53	\$14,931.35
	15	11.60	\$15,022.00
	16	11.71	\$15,164.45
Head Cooks	0	10.37	\$15,513.52
	1	11.20	\$16,755.20
	2	11.42	\$17,084.32
	3	11.67	\$17,458.32
	4	11.90	\$17,802.40
	5	12.13	\$18,146.48
	8	12.19	\$18,236.24
	10	12.27	\$18,355.92
	15	12.37	\$18,505.52
	16	12.45	\$18,625.20
Cooks/Servers/Cashiers	0	9.51	
	1	10.46	
	2	10.67	
	3	10.92	
	4	11.14	
	5	11.38	
	8	11.44	
	10	11.53	
	15	11.60	
	16	11.71	

Custodial	0	12.93	\$26,894.40
	1	13.68	\$28,454.40
	2	13.73	\$28,558.40
	3	13.85	\$28,808.00
	4	13.91	\$28,932.80
	5	13.97	\$29,057.60
	8	14.05	\$29,224.00
	10	14.10	\$29,328.00
	15	14.18	\$29,494.40
	16	14.27	\$29,681.60
Bus Mechanic	0	15.68	\$32,614.40
	1	16.73	\$34,798.40
	2	17.10	\$35,568.00
	3	17.39	\$36,171.20
	4	17.58	\$36,566.40
	5	17.81	\$37,044.80
	8	17.89	\$37,211.20
	10	17.99	\$37,419.20
	15	18.05	\$37,544.00
	16	18.16	\$37,772.80
Secretary 10 Month	0	12.10	\$20,037.60
	1	12.88	\$21,329.28
	2	12.95	\$21,445.20
	3	13.14	\$21,759.84
	4	13.22	\$21,892.32
	5	13.34	\$22,091.04
	6	13.40	\$22,190.40
	10	13.52	\$22,389.12
	15	13.59	\$22,505.04
	16	13.66	\$22,620.96
Secretary 12 Month	0	12.10	\$25,168.00
	1	12.88	\$26,790.40
	2	12.95	\$26,936.00
	3	13.14	\$27,331.20
	4	13.22	\$27,497.60
	5	13.34	\$27,747.20
	6	13.40	\$27,872.00
	10	13.52	\$28,121.60
	15	13.59	\$28,267.20
	16	13.66	\$28,412.80
Activity Cashier			\$2,835.25

Bus Drivers	0 Years	1-7 Years	8-9 Years
Per Route	18.77	19.43	19.49
1 trip	\$3,472.45	\$3,594.55	\$3,605.65
2 trips	\$6,944.90	\$7,189.10	\$7,211.30
3 trips	\$10,417.35	\$10,783.65	\$10,816.95
4 trips	\$13,889.80	\$14,378.20	\$14,422.60
5 trips	\$17,362.25	\$17,972.75	\$18,028.25
6 trips	\$20,834.70	\$21,567.30	\$21,633.90
	10-14 years	15 Years	16 Years
	19.59	19.66	19.75
1 trip	\$3,624.15	\$3,637.10	\$3,653.75
2 trips	\$7,248.30	\$7,274.20	\$7,307.50
3 trips	\$10,872.45	\$10,911.30	\$10,961.25
4 trips	\$14,496.60	\$14,548.40	\$14,615.00
5 trips	\$18,120.75	\$18,185.50	\$18,268.75
6 trips	\$21,744.90	\$21,822.60	\$21,922.50

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31. DURATION

- A. This Agreement shall become effective on August 1, 2009, and shall continue in effect until July 31, 2011. The contract will be reopened for the 2010-2011 contract year to negotiate wages only.
- B. This Agreement may be amended by mutual consent of both parties. A meeting to negotiate such amendment proposals shall be held not more than ten (10) days following a written request for such meeting by either party. Negotiations shall be conducted in accordance with the procedures in this document.

[Signature]
OAPSE PRESIDENT

8-5-09
DATE:

[Signature]
OAPSE TEAM MEMBER

8-5-09
DATE:

[Signature]
OAPSE TEAM MEMBER

8-6-09
DATE:

OAPSE REPRESENTATIVE

DATE:

[Signature]
BOARD PRESIDENT

8-11-09
DATE:

[Signature]
SUPERINTENDENT

8-5-09
DATE:

[Signature]
TREASURER

8/5/09
DATE:

BOARD ATTORNEY

DATE:

2010-2011 SALARY SCHEDULE

Position	Years	Hourly Rate	Salary	Hours
Library Aides	0	9.65	\$12,496.75	1295
	1	10.62	\$13,752.90	
	2	10.83	\$14,024.85	
	3	11.08	\$14,348.60	
	4	11.31	\$14,646.45	
	5	11.55	\$14,957.25	
	8	11.61	\$15,034.95	
	10	11.70	\$15,151.50	
	15	11.77	\$15,242.15	
	16	11.89	\$15,397.55	
Aides	0	9.65	\$12,496.75	1295
	1	10.62	\$13,752.90	
	2	10.83	\$14,024.85	
	3	11.08	\$14,348.60	
	4	11.31	\$14,646.45	
	5	11.55	\$14,957.25	
	8	11.61	\$15,034.95	
	10	11.70	\$15,151.50	
	15	11.77	\$15,242.15	
	16	11.89	\$15,397.55	
Head Cooks	0	10.53	\$15,752.88	1496
	1	11.37	\$17,009.52	
	2	11.59	\$17,338.64	
	3	11.85	\$17,727.60	
	4	12.08	\$18,071.68	
	5	12.31	\$18,415.76	
	8	12.37	\$18,505.52	
	10	12.45	\$18,625.20	
	15	12.56	\$18,789.76	
	16	12.64	\$18,909.44	
Cooks/Servers/Cashiers	0	9.65		Varies
	1	10.62		
	2	10.83		
	3	11.08		
	4	11.31		
	5	11.55		
	8	11.61		
	10	11.70		
	15	11.77		
	16	11.89		
Custodial	0	13.12	\$27,289.60	2080
	1	13.89	\$28,891.20	
	2	13.94	\$28,995.20	
	3	14.06	\$29,244.80	
	4	14.12	\$29,369.60	
	5	14.18	\$29,494.40	
	8	14.26	\$29,660.80	
	10	14.31	\$29,764.80	
	15	14.39	\$29,931.20	
	16	14.48	\$30,118.40	

2010-2011 SALARY SCHEDULE

Bus Mechanic	0	15.92	\$33,113.60	2080
	1	16.98	\$35,318.40	
	2	17.36	\$36,108.80	
	3	17.65	\$36,712.00	
	4	17.84	\$37,107.20	
	5	18.08	\$37,606.40	
	8	18.16	\$37,772.80	
	10	18.26	\$37,980.80	
	15	18.32	\$38,105.60	
	16	18.43	\$38,334.40	
Secretary 10 Month	0	12.28	\$20,335.68	1656
	1	13.07	\$21,643.92	
	2	13.14	\$21,759.84	
	3	13.34	\$22,091.04	
	4	13.42	\$22,223.52	
	5	13.54	\$22,422.24	
	6	13.60	\$22,521.60	
	10	13.72	\$22,720.32	
	15	13.79	\$22,836.24	
	16	13.86	\$22,952.16	
Secretary 12 Month	0	12.28	\$25,542.40	2080
	1	13.07	\$27,185.60	
	2	13.14	\$27,331.20	
	3	13.34	\$27,747.20	
	4	13.42	\$27,913.60	
	5	13.54	\$28,163.20	
	6	13.60	\$28,288.00	
	10	13.72	\$28,537.60	
	15	13.79	\$28,683.20	
	16	13.86	\$28,828.80	
Activity Cashier			\$2,877.78	
Bus Drivers	0 Years	1-7 Years	8-9 Years	
Per Route	19.05	19.72	19.78	
1 trip	\$3,524.25	\$3,648.20	\$3,659.30	
2 trips	\$7,048.50	\$7,296.40	\$7,318.60	
3 trips	\$10,572.75	\$10,944.60	\$10,977.90	
4 trips	\$14,097.00	\$14,592.80	\$14,637.20	
5 trips	\$17,621.25	\$18,241.00	\$18,296.50	
6 trips	\$21,145.50	\$21,889.20	\$21,955.80	
	10-14 years	15 Years	16 Years	
	19.88	19.95	20.05	
1 trip	\$3,677.80	\$3,690.75	\$3,709.25	
2 trips	\$7,355.60	\$7,381.50	\$7,418.50	
3 trips	\$11,033.40	\$11,072.25	\$11,127.75	
4 trips	\$14,711.20	\$14,763.00	\$14,837.00	
5 trips	\$18,389.00	\$18,453.75	\$18,546.25	
6 trips	\$22,066.80	\$22,144.50	\$22,255.50	
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