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STATE EMPLOYMENT
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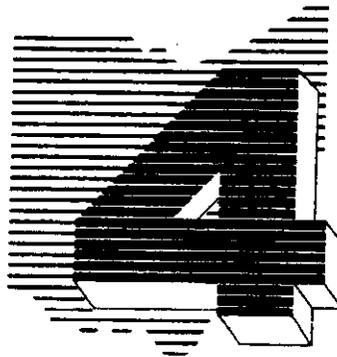
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**NEGOTIATED AGREEMENT
BETWEEN THE**

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES/AFSCME/AFL-CIO
AND IT'S LOCAL #400**

AND THE

**NELSONVILLE-YORK CITY
SCHOOL DISTRICT
BOARD OF EDUCATION**



OAPSE/AFSCME Local 4/AFL-CIO

September 1, 2009 thru August 31, 2012

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ARTICLE 1
RECOGNITION

1.1 The Board of Education of the Nelsonville-York City School District, hereinafter referred to as the Board, recognized the Ohio Association of Public School Employees, Local #400, of OAPSE/AFSCME, AFL-CIO, hereinafter referred to as the Union, as the sole and exclusive representative for all classified employees and educational aides in the following classifications:

- | | |
|--------------------------|---------------------|
| A. Custodians | F. Cafeteria Worker |
| B. Maintenance | G. Educational Aide |
| C. Bus Driver | H. Mechanic |
| D. Secretary | I. Cafeteria |
| E. Maintenance/Custodian | Worker/Cashier |

1.2 The following positions/classifications are excluded from the bargaining unit:

- A. Secretary to Superintendent
- B. Treasurer
- C. Accounts payable/receivable
- D. Supervisors (Custodial, Transportation, Maintenance, Cafeteria), Attendance Officer
- E. Casual and temporary employees as defined under ORC 124 as an emergency employee.
- F. Substitute employees as defined under ORC 124 as an emergency employee

ARTICLE 2
PRINCIPLES

2.1 Bargaining unit employees have the right to join, participate in, and assist the Union and the right to refrain from such, but membership shall not be a prerequisite for employment or continuation of employment of any employees.

2.2 There shall be no discrimination or intimidation by the Board or the Union against any employee as a result of an employee's race, color, religion, sex, military status, age, national origin, disability, ancestry, genetic information, or membership or non-membership in the Union.

ARTICLE 3
BOARD MANAGEMENT RIGHTS CLAUSE

3.1 The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties and responsibilities conferred upon and vested in by the laws and Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, right.

- A. To the executive management and administrative control of the school system and its properties and facilities of its employees;
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

3.2 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 agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and law of the State of Ohio and the Constitution and laws of the United States.

ARTICLE 4
NEGOTIATIONS PROCEDURE

4.1 COMMITMENT TO BARGAINING

- A. Scope of Negotiations - The Nelsonville-York Board of Education shall enter into negotiations with OAPSE Local #400 for the purpose of achieving a signed master agreement covering all matters pertaining to or affecting wages, hours, and terms and conditions of employment of each employee represented by the bargaining unit.
- B. Direction Requests - Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the President of the Union, and Union requests shall be directed to the Superintendent. A copy of said request shall be filed with the State Employment Relations Board (SERB) by the initiating party.

The initial request calling for negotiations shall be made by either party sixty to ninety (60 - 90) days prior to the expiration of the current agreement. The first negotiations session shall be arranged by mutual agreement. Such meetings shall not be conducted during the regular school day unless an emergency occurs. Both parties must agree to declare such an emergency.

4.2 REPRESENTATION

- A. Negotiating Teams - The Board and the Union shall be represented at all negotiating meetings by a team of negotiators, not to exceed seven (7) members each. Neither party shall have any control over the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Union and the Board, the parties will mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between the teams, and in executive session. In addition to said teams, each party shall be authorized to admit no more than one (1) observer

to each meeting. Such observer shall be without the right to speak or communicate to either party.

- B. Consultants - The parties may call upon professional and lay consultants. Such consultants may be used at the discretion of the negotiators. The expense of such consultants shall be borne by the party or parties requesting them.
- C. No action to coerce, censor or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented.

4.3 INITIAL BARGAINING SESSION

- A. All issues for negotiations by the Union and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the designated meetings, unless agreed to by both parties.

4.4 WHILE NEGOTIATIONS ARE IN PROCESS

- A. Progress Reports - Periodic written progress reports may be issued to the public during negotiations provided that any such release shall have the prior approval of both parties.
- B. Reporting - During the period of consideration interim reports of the progress may be made to the union by its representatives and to the Board by its representatives. Any information derived from such reports shall not be disclosed to the general public.
- C. Good Faith Negotiations - "Good Faith" requires that the union and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. "Good Faith" means the obligation of the representative of the Board and the Union to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The obligation to meet for the purpose of professional negotiations does not compel either party to agree on a proposal or make a concession.

- D. Tape Recording - No tape recorders or mechanical recording devices shall be permitted in any negotiating session.
- E. Information - The Board and the Union agree to supply available public information that is specifically requested and routinely prepared. All costs of reproduction shall be assumed by the requesting party.

4.5 NEGOTIATIONS TIME LIMITS

- A. Caucus - Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.
- B. Length - Negotiation meetings shall not exceed three (3) hours in length, unless extended by mutual agreement.

4.6 IMPASSE PROCEDURES

- A. In the event an agreement is not reached by negotiations after forty-five (45) days of bargaining or after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.
- B. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.
- C. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to recommend or to bind either party to any agreement.
- D. In the event there are costs and expenses for such service, the costs shall be shared equally by the Board and the Union.

4.7 MISCELLANEOUS

- A. Upon final approval by both the Union and the Board, two (2) copies of the total agreement shall be signed by the President of the Board and the President of the Union. Both parties shall retain a signed copy of the final agreement, which shall be binding on both parties.

- B. The Board shall be responsible for the typing of the final negotiated agreement. The Union shall be responsible for the distribution of the Agreement to bargaining unit personnel. The parties shall share the cost of production equally.
- C. All present language unless deleted or modified will be incorporated into a successor agreement at such time a successor agreement is ratified and approved.

ARTICLE 5
AGENCY SHOP

- 5.1 Employees of the bargaining unit who are not members of the Union and its local shall pay to the Union an Agency fee. The Union shall bear sole responsibility for the enforcement of this provision. Such agency fee shall not exceed dues paid by members of the Union and its local Chapter. Agency fee amounts shall be based upon the fee payer's annual wages as provided by the OAPSE Constitution.
- 5.2 The Union shall notify the Board of the Agency Fee Amount and of any changes in the amount of dues deductions and shall concurrently provide to each non-member employee a notice of the amount of the fee, adequate explanation as to how the fee was determined, a statement that the employee may file an objection as to the amount and how to receive a rebate, and an explanation as to the procedure which the employee must follow to challenge the amount of fee under the Union's internal rebate procedure.
- 5.3 Agency fee shall be deducted through the payroll deduction in the same manner as dues deductions, except that written authorization for agency fee deduction is not required. The Union shall notify the treasurer, in writing, the names of non-members prior to agency fee being deducted each year. Both dues and Agency fees shall be forwarded to the State Union with notices of names, addresses and amounts.
- 5.4 OAPSE membership dues shall be deducted from the employees' pay in twenty-four (24) equal deductions starting with the first pay check of September and continuing until dues are paid. The Board shall submit payment of dues to the State Union (OAPSE). The Board Treasurer shall submit payment of dues to the

State Union each pay period in which deductions are made by check for the amount deducted. (This also applies to the agency fee.)

- 5.5 Individual authorization forms shall be furnished by the State Union and when executed shall be filed by the local chapter with the Board Treasurer.
- 5.6 The Board agrees not to honor dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization for the life of this agreement.
- 5.7 The Union shall indemnify the Board, its members and its administrative and supervisory employees, including the Board's Treasurer (all hereinafter referred to as "the indemnities"), and hold them harmless from any and all liability, damages and expenses including but not limited to legal fee and costs directly or indirectly incurred by the indemnities, as the result of any legal action or administrative claim brought against them as a result of the provisions of this Article.

ARTICLE 6

GRIEVANCE PROCEDURE

- 6.1 A grievance is defined as an alleged violation of a specific article or section of this Agreement. 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.

6.2 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 his supervisor or the appropriate designated person. Within five (5) working days after presentation of the grievance, the supervisor or designated representative shall give his 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 his Union Representative an answer in writing, no later than five (5) working days after receipt of the written grievance.

STEP THREE

If a satisfaction disposition of the grievance is not made as a result of the procedure provided for in Step Two, the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) working days from the date of the meeting "Grievance" attached thereto with the American Arbitration Association and a copy of the notice served on the Administration's Representative.

6.3 GRIEVANCE FORMS

- A. Any grievance must be filed on the authorized grievance form Agreed to between the parties to the Agreement.

Such forms must provide for naming of the alleged violation and shall state the contention of the employee or the Union, and shall indicate the relief requested.

- B. Any grievance not advanced to the next step by the Union within the time limit in that step shall be deemed resolved by the Administration's last answer.
- C. Any grievance not answered by the Administration within the time limit in that step shall be deemed resolved by the relief requested by the employee or the Union. However, the remedy granted in such a case shall only apply to the alleged violation and shall not set a precedent for future grievance resolution.
- D. Time limits may be extended by the Administration and the Union in writing, and then the new date shall prevail.

- E. The agreed to grievance form shall be made available to any employee requesting such, either through his Supervisor or Union Representative.
- F. Two (2) employees shall be on paid release time during any arbitration. In as much as possible arbitrations shall be held outside of the employee's scheduled work time.

6.4 **POWER OF THE ARBITRATOR**

- A. It shall be the function of the Arbitrator and he shall be empowered, except as his powers are limited below, after due investigation to make a decision in case of alleged violation outlined in Article 6.1, Section 1 of this Agreement.
- B. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- C. He shall have no power to establish salary schedules or change salary schedules.
- D. He shall have no power to decide any question, which, under this Agreement, is solely within the responsibility of management to decide.
- E. In the event that a case is appealed to an Arbitrator on which he determines he has no power to rule, it shall be referred back to the Union, with a notification to the Administration without decision or recommendation on its merits.
- F. There shall be no appeal from an Arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the employee or employees involved in the grievance, and the Administration and the Board.
- F. The fees and expenses of the Arbitrator shall be borne by the non-prevailing party. Grievance hearings shall not be held during the grievant's working hours.

ARTICLE 7

LABOR MANAGEMENT COMMITTEE/SAFETY COMMITTEE

- 7.1 The Board or its designated representative(s) and the

Union or its representative(s) agrees to meet and discuss with the other concerning issues other than those in this Agreement on a bi-monthly basis. Meetings shall be limited to one hour, with agendas exchanged prior to the meeting.

- 7.2 The Board of Education agrees to recognize an OAPSE Safety Committee. Said Committee will be selected from each classification recognized in this agreement. One (1) representative will be selected from each classification to serve on this committee. Employees who serve on this committee will be selected from the non certificated staff and will meet on a regular basis with representatives of the Administration.
- 7.3 The powers of the Safety Committee shall be limited to recommending safety changes to the Administration first and then to the Board of Education.

ARTICLE 8
DISCIPLINE PROCEDURE

- 8.1 Disciplinary action shall consist of a course designed to improve the quality of the employee. Disciplinary action shall be for just cause.
- 8.2 No employee shall be formally disciplined without first having had a hearing with the Union Representative of his choice present, if the employee so requests. The employee shall be given a written statement containing the charges and the time and place of the hearing. The written statement shall notify the employee of his rights to Union representation. The employee must sign the statement acknowledging receipt of the statement and date received.
- 8.3 Any report of disciplinary action in an employee's personnel file taken longer than the past twelve (12) months and providing the offense has not been repeated, shall not be applied to any further discipline that may occur.

Definition - Formal Discipline: Any discipline serious enough to be included in the employee's personnel file.

ARTICLE 9
JOB DESCRIPTION

- 9.1 The Union shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.
- 9.2 Prior to any change in any job description covered under this Agreement, OAPSE Local #400 shall be notified of such change anticipated and the effective date of such change.

ARTICLE 10
PERSONAL DAYS

- 10.1 Four (4) personal leave days per school year will be granted to all employed members of the bargaining unit. Personal leave will not need justification or explanation by the member, but the member will give two (2) work days notice. The nature of the business will not be questioned but the day is not to be used for vacation, recreation, the seeking of or participation in gainful employment. In addition to the above, personal leave will not be used immediately before or after any holiday or vacation beyond what is permitted in Section 10.4 of this Article, for partisan political participation or for the participation or assistance in any strike activity. Personal leave will not be used during the first or last week of school without explanation of the reasons the leave is being requested.
- 10.2 Any documented abuse of personal leave may result in disciplinary action taken by the Board against the member of the bargaining unit, up to docking one day's pay per occurrence of each abused day. Such action must occur within twenty-one (21) administrative working days from the serving of written reasons to the member and after a meeting is held on the matter. An Union Representative may attend the meeting if so desired by the member.
- 10.3 Any unused personal days shall be converted to sick leave at the end of the school year exclusive of the cap on sick leave.
- 10.4 The number of employees permitted to be out on

personal leave immediately before or after any holiday may be limited to 15% of the total number of members in each classification in a building.

Cooks	2
Secretaries	1
Bus driver/mechanic	3
Aides	3
Custodians/Maintenance Custodian	2

ARTICLE 11
OAPSE LEAVE

- 11.1 The Board agrees to permit two (2) duly elected delegates of OAPSE Local #400 leave of three (3) days to attend the OAPSE annual Conference with continuity of salary.

ARTICLE 12
CLASSIFICATION PAY

- 12.1 Any employee required to perform work in a higher classification shall receive the rate of pay normally paid the higher classification retroactive to the first day of performing work in the higher classification.
- 12.2 No employee shall be paid less than his/her normal hourly wage when performing duties outside of their classification.

ARTICLE 13
EMPLOYEE EVALUATION

- 13.1 Evaluation form(s) made out on any employee's work record shall be examined by the employee and initialed by him/her.
- 13.2 Any employee may write his/her comments relative to the evaluation on any evaluation form examined by the employees.
- 13.3 The Board and the Union shall periodically review the evaluation form to discuss suggestions for improvement.
- 13.4 All evaluation forms shall be summarized into an

annual evaluation. The annual evaluation will involve the following:

- 1) general conference with building principle and/or immediate supervisor;
- 2) examination of the document by the employee and initialed by the employee to indicate that the examination has occurred;
- 3) Comments by the supervisor relative to strengths and weaknesses of said employee.

13.5 Copies of the evaluation form(s) will be filed with the following:

- a) employee
- b) immediate supervisor;
- c) personnel director;
- d) Employee personnel file.

13.6 Performance Evaluation Form

***Old form will be replaced with new forms
(one for each classification).***

ARTICLE 14
PHYSICAL EXAMINATION

- 14.1 The Board agrees that if any regular employee, after his/her initial employment, is required to have a physical examination, the Board of Education will pay the full cost of such examination, provided that the employee goes to a physician designated by the Board.

ARTICLE 15
REPORT PAY

- 15.1 In the event an employee is requested to report other than at his normal schedule, he shall be paid at least three (3) hours pay at the applicable rate of pay.

ARTICLE 16
TRAVEL ALLOWANCE

- 16.1 Any bargaining unit member required to use his/her personal vehicle in the performance of job duties shall be paid thirty-five cents (\$0.35) per mile for all such miles driven.

ARTICLE 17
PERSONNEL FILE

- 17.1 Any bargaining unit member shall have the right to inspect his personnel file and to obtain a copy or copies of such material.
- 17.2 Employment references included in the personnel file shall not be subject to review by the employee.
- 17.3 When examining his/her file, any bargaining unit member shall have the right to a representative from the union present.
- 17.4 A bargaining unit member shall have the right to attach a statement to any derogatory or discipline action of any nature that is placed in personnel file.

ARTICLE 18
REDUCTION IN FORCE

- 18.1 Layoffs shall not occur because of the sub-contracting of bargaining unit work. The Board shall not use

managerial, temporary, casual, seasonal and/or substitute employees for the purpose of reducing the bargaining unit and/or the unit employees scheduled hours and/or wages.

- 18.2 If it becomes necessary to reduce the number of employees in any job classification due to lack of funds, lack of work or job abolishment, such reductions shall be limited, as much as practical, by attrition. For the purpose of Reduction in Force, the classifications involved shall be head cooks, cooks, cafeteria worker/cashier, bus drivers, mechanics, custodians, maintenance/custodian, secretaries, and educational aides.
- 18.3 In any classification provisional employees shall be laid off first, followed by probationary employees. All layoffs shall begin with the least senior employee and continue in reverse order of seniority.
- 18.4 In any classification regular employees shall laid off last beginning with the least senior employee and continuing in reverse order of seniority.
- 18.5 In cases where more than one employee has identical seniority dates, system seniority shall determine the order of layoff. Where system seniority is also identical, evaluation by the Superintendent in consultation with the immediate supervisor shall determine the order of layoff.
- 18.6 Twenty days prior to the effective date of any layoff the Board shall prepare a list of names, classifications, and seniority dates of any employees to be laid off and shall post and list in all school buildings and the bus garage.
- 18.7 Each employee who will be laid off shall be given twenty days advance written notice, which shall include the following:
- A. Reason for the layoff.
 - B. Effective date of the layoff.
 - C. A statement advising the employee of reinstatement rights.
- 18.8 The layoff list for each classification shall be sent

to the President of the OAPSE Local.

18.9 Any employee who is laid off under the above provisions shall maintain recall rights for a period of two (2) years from the date of the layoff. Employees shall be recalled in reverse order of layoff, with the most senior employee recalled first. Notice of recall to any vacancy shall be sent to an employee by the Board by certified mail. A laid off employee shall have ten (10) work days from the date of receipt of such notice to accept or reject the recall. Any employee who declines recall shall be removed from the list. A recalled employee shall be credited with all previously accumulated seniority.

18.10 An employee scheduled for layoff in one classification, who holds previous seniority in another classification, shall have the right to bump the least senior employee in the former classification providing he/she has greater seniority in that classification than the current least senior employee. The employee may not displace employees in a classification if the employee does not meet the minimum qualifications. The employee who elects to bump shall retain all rights to recall to the position in which the layoff occurred.

ARTICLE 19
SENIORITY AND VACANCIES

19.1 System seniority shall be defined as the uninterrupted length of service by an employee with the Board as computed from the employee's first day of work.

19.2 Classification seniority shall be defined as the uninterrupted length of service in a particular job classification as computed from the employee's first day of work in the appropriate classification.

19.3 Authorized leave of absences **or** leaves taken because of injury or illness sustained in the course of employment shall not constitute an interruption in service. Employees who change classifications shall retain the classification seniority that they held within the vacated classification. Should they return, within one year, to that classification they will assume the years of service at the time they left the classification.

19.4 The OAPSE Local President shall be provided with updated seniority lists for all classifications.

19.5 Vacancies shall be posted and filled as follows:

- A. When a vacancy occurs in a classification or work location and a determination as such is made by the Board at its next regularly scheduled meeting, a vacancy notice shall be conspicuously posted in all school buildings and bus garage within ten (10) working days for a period of five (5) working days indicating the position vacancy and qualifications. Any bargaining unit member may request the vacancy by sending a notice of bid to the Superintendent of schools. Applications filed after the posting period will not be considered.
- B. The Employer will use the following procedures in choosing an employee to fill a vacancy:
 1. The position will first be offered to employee applicants who are currently working in the same classification as the vacancy exists within twenty (20) actual work days of the close of the posting period. If more than one employee within the classification applies for the vacancy, the most senior qualified applicant will be awarded the position.
 2. If no qualified employee from within the classification where the vacancy exists applies for the position, all other applicants for the position will then be considered. Applicants who are currently employed in other classifications will be interviewed for the position. The Employer will select the applicant most qualified based upon the employee's relevant skills, qualifications, experience, evaluations and seniority. The Employer may hire someone from the outside if no current employee meets the qualifications of the position based upon the approved criteria.
 3. Employees who have been awarded a position in another classification shall serve a twenty (20) actual work day trial period in the new position. Nothing in this section shall restrict the Employer's right to not fill

a posted vacancy. Substitutes may be employed until such time as a vacancy, which has occurred, is filled for up to sixty (60) actual consecutive work days.

- C. All job postings shall be placed in every employee's pay envelope whenever school is not in session during the summer.

19.6 An employee may be transferred or reassigned to another position for which they are qualified provided the following conditions exist: There is another employee willing to transfer or a vacancy may exist and there is approval within the affected classification prior to such transfer. Transfers that affect more than one classification must be approved by the affected classifications. The employee shall not be placed in a position which results in a reduction in total compensation. After two documented attempts to solve the problem have been placed in an employee's personnel file an involuntary transfer/reassignment will be made only after a meeting between the employee involved and the superintendent at which time the employee will be notified in writing of the reasons. If the employee so requests, a union representative shall be at the meeting. No employee will be transferred arbitrarily, capriciously or without a rational reason. When enacting an involuntary transfer involving equally qualified members, the member with the least seniority shall be transferred, unless there is a demonstrated rational reason for overriding seniority.

19.7 Prior to the need of employees to begin working in any new building or facility in the District, the employer shall meet with representatives of the union in the Labor/Management Committee, per Article 7, to discuss the process of filling positions within the building or facility.

19.8 Head Cook assignments shall be posted by June 1st of each year.

ARTICLE 20

OVERTIME

20.1 All overtime within a certain classification shall be offered to bargaining unit employees within that

classification on a rotation basis. However, if the overtime is caused by an emergency or unanticipated occurrence, the supervisor may offer the overtime to the employee he considers most qualified. The following formula, recognizing seniority, will be used in assigning the overtime.

- 20.2 All overtime work shall be posted five (5) days in advance if possible. Employees shall be awarded overtime within their own job location before it is offered to an employee from another location.
- 20.3 If an employee within a job location declines overtime, it shall be offered to the senior employee within the job classification that the overtime is needed. Such overtime out of location shall be on a rotation basis.
- 20.4 All hours over forty (40) in one week shall be paid at the rate of time and one-half (1½). All work performed on Sunday shall be paid at the rate of double time (2).
- 20.5 Days on which compensation is received shall count toward hours for overtime purposes.
- 20.6 Cafeteria workers at the Nelsonville-York Schools will be granted overtime at the discretion of the Operations Supervisor or the Superintendent. Approval, if granted, will be prior to the work performed and the proper form signed by the head cook authorizing the need for overtime work.
- 20.7 Short-hour regular employees shall be offered any extra hours available in their classification due to the absence of an employee prior to the assigning of those hours of any substitute.
- 20.8 Each employee will be asked at the beginning of each academic year about their interest of working overtime. Those stating no interest are removed from overtime consideration until such time that the employee so states, in writing, to the immediate supervisor of intention to again be considered for overtime work.
- 20.9 Any reference to compensatory time will now be at the employee's appropriate rate of pay. All presently

accumulated compensatory time will be paid down to 25 hours, which may be used during the term of this current agreement. No new compensatory time shall be accumulated.

20.10 Any action by an employee that requires the district to expend funds must have prior approval of the superintendent. This is not limited exclusively but would include the following: salary or benefits including overtime, registration fees, medical exams, supplies or equipment, any contracted service.

20.11 All performed overtime is to be reported on Board approved documentation and processed by the treasurer's office. Employees will not negotiate or accept direct payment for such approved overtime compensation.

20.12 The use of school facilities involving Nelsonville-York approved student activities or non-profit community organizations involving Nelsonville-York students by authority of the superintendent may not require custodial, cafeteria or other school district services with which they will be charged or for which the school district is obligated to pay.

20.13 If an aide is required to work or be assigned to any extra trip, then they shall be paid for all hours of the trip beyond the hours of their regular day. Aides not required to work or assigned to any extra trip shall continue to work their normal day.

ARTICLE 21
SICK LEAVE

21.1 Each person employed by the Board as a regular employee shall be entitled to fifteen (15) days sick leave per year which shall be credited at the rate of one and one-fourth (1 1/4) days per month.

21.2 Sick leave may be used for the absence of an employee due to personal illness, injury, exposure to contagious disease, which could be communicated to other employees, pregnancy, and illness in the immediate family. For purposes of this section, "immediate family" shall include spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother, grandchildren, and in-laws.

Unused sick leave may be accumulated up to a maximum of three hundred and ten (310) days.

21.3 Regular employees who render part-time, seasonal, intermittent, or per diem service shall be credited with sick leave as required by state statute. Statutory requirements will be followed in regard to the transfer of sick days from one public employer to another.

21.4 If sick leave is taken and medical attention is necessary, the employee shall submit a signed doctor's statement to justify the use of sick leave.

21.5 Employees who have been absent three (3) consecutive working days or more due to injury/illness may be required to present a certificate from a licensed physician that indicates that he/she is physically able to resume his/her duties on a full-time basis.

21.6 Bargaining unit employees shall receive an incentive bonus for attendance during each school year based upon one (1) of the following formulas:

0 use of sick days and no dock days	\$800.00
1 day and no dock days	\$600.00
2 days and no dock days	\$400.00

For twelve-month employee the following attendance bonus shall apply:

0 use of sick days and no dock days	\$1000.00
1 day and no dock days	\$800.00
2 days and no dock days	\$600.00

Nine and ten month employees shall receive bonus payment at the end of their contract year (June 30).

Twelve-month employees shall receive bonus payment at the end of their contract year (July 31).

Incentive bonus payments shall be made in a separate draft from the employee's normal paycheck.

For the incentive bonus, dock days shall not include when bus drivers take a trip and give up driving part or all of their regular route.

21.7 Employees may transfer up to five (5) days of sick leave in any one year to any other employee who has exhausted his/her accumulated sick leave as a result of a catastrophic or extended illness or injury. A maximum of 200 days sick leave per year may be transferred for the benefit of the ill or injured employee. These days shall not act as accumulated sick leave for the employee receiving the sick days nor the transferring of sick leave days by an employee deter from the sick leave incentive bonus.

An employee must have accumulated 100 days of sick leave to be eligible to transfer days to another employee.

All sick leave transfers must be done by October 1st of each year.

There shall be a five-member committee established to review all sick leave transferred and used under this provision. The committee shall consist of two union members, two representatives of the employer and a fifth member appointed by the four other members.

ARTICLE 22

UNIFORMS

22.1 The Board agrees to provide one (1) set of lightweight and one (1) set of heavy duty (cold weather) coveralls for bus mechanic annually. Custodians/Maintenance shall be provided one (1) set of lightweight coveralls upon request annually. The cost of the coveralls shall be shared equally by the employee and the Board.

22.2 The employee agrees to maintain the coveralls and in return the Board agrees that the coveralls shall become the property of the employee.

22.3 The Board shall provide 1 \$125.00 clothing allowance for each cook not to exceed \$1125.00 for the entire staff. Cooks are to wear uniform type clothes (i.e. smocks, scrub or uniform pants and a hat/visor).

ARTICLE 23

SEVERANCE PAY

23.1 A Nelsonville-York School System classified employee shall at the time of retirement be entitled to

severance pay. "Retirement" shall be defined to mean actual retirement from the Ohio State Public School Employee's Retirement System and have officially applied and been approved by that system for retirement benefits.

23.2 The retiree shall be paid for seventy (70) unused accumulated sick leave days, computed at the actual rate of pay earned for a day's work, excluding extended service or pay for additional duties. The retiree shall have worked the last ten (10) years immediately before retirement in the Nelsonville-York City School District to be eligible for retirement compensation severance pay.

23.3 SERS-Board "Pick-up" shall be implemented and effective beginning no later than the third full day pay period following the effective date of this agreement. This change in procedure will be of no cost to the Board and is solely for the purpose of reducing current tax for members of the bargaining unit and will remain in effect so long as Revenue Ruling No. 77642 remains substantially unchanged. Employees are individually responsible for reviewing the relationship between this Article and their other tax deferral arrangements, if any.

ARTICLE 24
CALAMITY DAY

24.1 All employees shall be paid their appropriate rate of pay for all days or part of a day when schools in which they are employed are closing owing to an epidemic or other public calamity. The number of calamity days shall be decided by the State.

24.2 Any employee who performs work for the Board on an emergency/calamity day shall be granted one and one-half (1½) times all hours worked.

24.3 Employees have been placed in three categories with respect to the services provided to the school district. Only those employees deemed Essential may be required to report if a level 3 travel emergency has been declared by the Sheriff of Athens County.

Only those employees deemed Essential or Necessary will be required to report to duty after the first five (5) emergency/calamity days. The employees deemed Operational may be required to report to duty after the first five (5) emergency/calamity days if their appropriate supervisor contacts them for inservice, training or other job related duties during the closure. The categories are as follows:

Essential Personnel

Maintenance Custodian, All Day Shift Custodians

Necessary Personnel

All other Custodial staff, Mechanic, 12 Month Secretaries

Operational Personnel

Bus Drivers, Bus Aides, Cafeteria Workers Educational Aides, 10 Month Secretaries

Buckeye State Sheriff's Association Travel Emergency Levels

- Level 1: Roadways are hazardous with blowing and drifting snow. Roads are also icy. Drive very cautiously
- Level 2: Roadways are hazardous with blowing and drifting snow. Only those who feel it necessary to drive should be out on the roadways. Contact your employer to see if you should report to work.
- Level 3: All roadways are closed to non-emergency personnel. No one should be out on the roads unless it is absolutely necessary to travel. All employees should contact their employer to see if they should report to work. Persons traveling on the roadways may be subject to arrest.

Essential Personnel

Maintenance Custodian
All Day Shift Custodians

Maintenance Custodian and All Day Shift Custodians positions are to report to work at their regular scheduled time during the first five (5) emergency/calamity days and shall receive time and a half at the appropriate rate of pay for all hours

worked. Also, these positions are to report at their regular starting time after the first five (5) days when schools are closed. If the Sheriff of Athens County declares a level 3 travel emergency, these positions should contact the Operations Supervisor to determine if there will be an alternate starting time or the employees are to remain off duty for the day. These positions should report at their regular time in the event of a delayed school starting time. Any employee not reporting for duty as described above must use paid leave time (i.e. sick leave, vacation time, personal day). Any questions should be directed to the Operations Supervisor.

Necessary Personnel

All other Custodial Staff
Mechanic
Secretaries 12 Months

Custodial and Mechanic may be required to report during the first five (5) emergency/calamity days at the discretion of their appropriate supervisor. If work is performed during the first five (5) days the employee shall receive time and one half at the appropriate rate of pay for all hours worked. After the first five (5) days these positions must report at their regular scheduled time unless the Sheriff of Athens County has declared a level 3 travel emergency. At which time they are not required to report unless contacted by their appropriate supervisor. If the school starting time is delayed these positions should report at their regular time. Any employee not reporting for duty as described above must use paid leave time (i.e. vacation, sick leave or personal day). Any questions for the custodial staff should be directed to the Operations supervisor. Any questions for the mechanic should be directed to the Transportation supervisor.

Secretaries will not be required to report during the first five (5) emergency/calamity days, but after the first five (5) days this position will be required to report at the request of their appropriate supervisor to perform job related tasks. If the school starting time is delayed this position should report after the delay unless notified otherwise. In the event the

Sheriff of Athens County has declared a level 2 or 3 travel emergency this position should not report unless contacted by their appropriate supervisor. Any employee not reporting for duty as described above must use paid leave time (i.e. sick leave or personal day). Any questions should be directed to the employee's building principal, special programs director, or curriculum director.

Operational Personnel

Bus Drivers
Bus Aides
Educational Aides
Cafeteria Workers
Secretaries 10 months

Bus Drivers will not be required to report during the first five (5) emergency/calamity days, but after the first five (5) days this position may be required to report at the request of their appropriate supervisor for inservice training or to perform job related tasks. If the school starting time is delayed this position should report after the delay. In the event the Sheriff of Athens County has declared a level 2 or 3 travel emergency this position should not report unless contacted by their appropriate supervisor. Any employee not reporting for duty as described above must use paid leave time (i.e. sick leave, personal day). Any questions should be directed to the Transportation Supervisor.

Educational Aides and Bus Aides will not be required to report during the first five (5) emergency/calamity days, but after the first five (5) days this position may be required to report at the request of their appropriate supervisor for inservice training or to perform job related tasks. If the school starting time is delayed this position should report after the delay. In the event the Sheriff of Athens County declares a level 2 or 3 travel emergency this position should not report unless contacted by their appropriate supervisor. Any employee not reporting for duty as described above must use paid leave time (i.e. sick leave, personal leave). Any questions should be directed to the Special Programs Director.

Cafeteria workers will not be required to report during the first five (5) emergency/calamity days, but after the first five (5) days these employees may be required to report at the request of the Head Cook or Operations supervisor to perform necessary job related tasks. If the school starting time is delayed, then these positions should report at their regular scheduled time unless notified otherwise. In the event the Sheriff of Athens County has declared a level 2 or 3 travel emergency this position should not report unless contacted by their appropriate supervisor. Any employee not reporting for duty as described above must use paid leave time (i.e. sick leave, personal day). Any questions should be directed to the Operations supervisor.

Secretaries 10 months will not be required to report during the first 5 Emergency/Calamity Days but after the first 5 days these employees may be required to report at the request of their Principal for inservice training or to perform necessary job related tasks. If the school starting time is delayed these positions should report at their regular scheduled time unless notified otherwise. In the event the Sheriff of Athens County has declared a level 2 or 3 travel emergency this position should not report unless contacted by their appropriate supervisor. Any employee not reporting for duty as described above must use paid leave time (i.e. sick leave or personal day). Any questions should be directed to that secretary's building principal.

ARTICLE 25

LEAVE OF ABSENCE

- 25.1 Upon a written request the Board of Education may grant a leave of absence without pay for a period of not more than two (2) years for educational or professional or other purposes and shall grant such leaves where illness or other disability is the reason for the request. No fringe benefits of any type are granted with a leave of absence.
- 25.2 Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he was on leave.

- 25.3 If after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave, is continued in employment as a regular employee, if the employee is hired by the Board as a regular employee within a year after his employment as a replacement, he shall receive credit for his length of service with the Board during such replacement period.

ARTICLE 26
PAY DAYS

- 26.1 All employees pay shall be calculated and paid in twenty-six (26) or twenty-seven (27) equal payments.
- 26.2 When pay day falls on a holiday, the preceding day shall be pay day, unless pay day falls on January 1, in which case pay day will either be January 1 or January 2.
- 26.3 Paychecks distributed to employees shall be placed in envelopes. All employees hired after September 1, 2009 must receive their paychecks via direct deposit.
- 26.4 The employer agrees to deduct from the wages of any employee a P.E.O.P.L.E. 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 employer and the Union.

ARTICLE 27
VACATION

- 27.1 All twelve (12) month employees are entitled to and shall be granted upon request, two (2) weeks vacation with pay each school year, for the first six (6) years of service completed.
- 27.2 All twelve (12) month employees are entitled to and shall be granted upon request, three (3) weeks vacation with pay each school year, for each year after six (6) and including eleven (11) years.
- 27.3 All twelve (12) month employees are entitled to and shall be granted upon request, four (4) weeks vacation with pay each school year, for each year after twelve

(12) years.

27.4 An employee may redeem up to two weeks of his/her earned vacation at the regular rate of pay.

27.5 When any employee who works in a position that is not entitled to vacation and moves into a position that is entitled to vacation, they shall have their earned vacation time calculated in the manner as follows:

The total years worked in their previous position(s) shall be converted into months. This figure is divided by 12 to obtain the number of twelve month years worked. The number of years will be used to set the years of service for the earning of vacation time per this article.

ARTICLE 28
HOLIDAYS

28.1 All nine (9), ten (10), eleven (11) and twelve (12) month employees shall receive the following days off with pay. In addition to the holidays received by nine (9) and ten (10) month employees all eleven (11) and twelve (12) month employees receive the 4th of July as a day off work with pay.

New Year's Day	Martin Luther King Day
Day before Christmas	Memorial Day
Christmas Day	Labor Day
Thanksgiving Day	July 4th (11 & 12 month employees only)
Friday after Thanksgiving	

28.2 Employees required to perform work on a paid holiday shall be paid at the rate of time and one-half (1/½) in addition to this holiday pay.

ARTICLE 29
LONGEVITY PAY

29.1 The employer agrees to recognize the faithful years of service of the employees. The following longevity schedule shall become effective at the beginning of the affected employee's school year.

29.2 After an employee completes fourteen (14) years of service, he shall receive an additional fifteen cents

(\$0.15) per hour added to his/her regular hours of pay.* All years of service over fifteen (15) he/she shall receive an additional one cents (\$0.01) per hour added to his/her regular hours of pay. This means an employee gets an additional fifteen cents (\$0.15) per regular hour worked in his fifteenth (15th) year, an additional one cent (\$0.01) per regular hour in his sixteenth (16) year, and continues at this longevity figure of an additional one cents (\$0.01) per annum through his/her employment.

- 29.3 Employees at twenty (20) years of service shall receive five cents (\$0.05) per hour and for employees at twenty-five (25) years of service another additional five cents (\$0.05) per hour shall be added to his/her hourly rate.

*Definition of regular hours of pay

Regular hours include:

Based contracted salary;
Holidays;
Any extra time added to the employees contracted hours on a daily basis.

Regular hours excluded:

Kindergartens;
Extra trips;
Overtime

ARTICLE 30
LIFE INSURANCE

- 30.1 The Board of Education agrees to provide at Full cost to the Board a \$40,000 Life Insurance Plan.

ARTICLE 31
INSURANCE COVERAGE

- 31.1 The Board shall offer employees the existing Blue Access PPO health insurance plan for the first year of this agreement. Effective January 1, 2010, the PPO plan will change to the new Blue Access PPO plan (recommended by Athens County Schools Consortium). a health insurance program. Employees hired or bid (and

awarded) positions, after September 1, 2006, that are regularly scheduled to work twenty-five (25) hours or less shall be eligible for health insurance on a pro-rata basis (40 hours per week). If an employee elects to maintain the existing PPO Plan in lieu of the new plan, then they will be required to pay the entire difference in premiums.

PPO Plan with Prescription Drug

Board pays 90% of family rate

Board pays 95% of single rate

- 31.2 Employees selecting the PPO Plan (B) will have a twelve (12) month window each year to change their decision and revert to the Present PPO Insurance Plan.
- 31.3 The Board agrees to provide, at full cost to the Board, a Vision Insurance Plan to all employees.
- 31.4 Additionally, a mandatory second opinion for elective surgery shall be required as well as pre-admission testing. No weekend admission (Friday p.m. to Sunday noon) except for emergencies and pre-certification of hospital stays for elective surgery.
- 31.5 The Board retains the right to submit the agreed upon coverage out of bid in an attempt to reduce costs. Any coverage selected shall be equal to or greater than the plan currently in effect.
- 31.6 In the event that the Board is planning to request bids, the Union President shall be notified in order for him/her to compare the existing coverage with the bid coverage in order to insure that they are equal to or greater than that currently in effect.
- 31.7 The Board shall provide the same Dental Insurance Plan and premium payments as for teacher's.
- 31.8 X-ray, outpatient laboratory, and second opinion surgery coverage are included in the insurance program for non-certified employees. X-ray, outpatient laboratory, and second opinion surgery are included in the insurance program for all non certified employees.

31.9 The Board shall implement a Section 125 Plan to enable employees to their premium contribution with pre-tax dollars. The set-up fee and annual administrative fee per participation for the Section 125 shall be paid by the Board.

31.10 The Board shall contribute \$0.50 per month to the Ohio AFSCME Hearing Aide Plan for each employee who is covered by this Agreement.

ARTICLE 32
ASSAULT LEAVE

32.1 In the event that an employee is required to take a leave because of an assault while performing his assigned duties under employment of the Board, he/she shall be entitled to assault leave payment equivalent to his regular or appropriate rate of pay. The Board will pay the difference between worker's compensation and his/her appropriate salary, not to exceed 90 days.

32.2 Assault leave shall begin with the first day of absence from work due to the assault injury.

32.3 Assault leave shall not be deducted from sick leave accumulated days.

32.4 To qualify for assault leave, an employee must file claim with the Bureau of Worker's Compensation and qualify. All medical payments **not covered by the BWC** shall be applied for through the Appropriate School Insurance Plan.

32.5 An employee shall be entitled to accumulate sick leave for all time off approved for assault leave.

ARTICLE 33
WAGES

33.1 Shift differential - Custodians who work between 3:30 p.m. and 7:00 a.m. will be paid an additional twelve cents (\$.12) per hour for each hour worked within this time span.

33.2 All bargaining unit members shall receive a forty-five cent (\$.45) raise in pay per hour, effective with the anniversary date of their contract for FY10.

All bargaining unit members shall receive a seventy-five cent (\$0.75) raise in pay per hour, effective with the anniversary date of their contract for FY11.

All bargaining unit members shall receive a sixty-five cent (\$.65) raise in pay per hour, effective with the anniversary date of their contract for FY12.

- 33.3 Head Cook Jr. High - \$1500.00 stipend per year
Head Cook Elementary - \$1500.00 stipend per year
Head Cook High School - \$1500.00 stipend per year

(starting with the 2010-2011 school year, there will be two head cooks-one in the Elementary and one in High School/Junior High)

ARTICLE 34
EXTRA TRIP ASSIGNMENTS

- 34.1 On September 1st each year all regular drivers shall be placed on a list for extra trips. Drivers who elect to be removed from the list for the remainder of the school year must do so in writing to the Transportation Supervisor. The list shall rank drivers in order of seniority. Extra trip assignments shall be offered to all regular drivers before securing substitute drivers. All extra trips scheduled to last until after the completion of the drivers regularly scheduled work hours shall be assigned by rotation the list top to bottom regardless of whether a driver accepts or declines the trip before another trip will be offered to said driver. Drivers may take trips that overlap their regular route by forfeiting the pay for the overlapping hours. Drivers who wish to refuse trips shall notify the Transportation Supervisor at the earliest possible time that any trip will not be taken so as to give the supervisor ample time to obtain a replacement driver.

- 34.2 Available regular drivers may elect by a rotating list to take trips during the day that does not interfere with their regular route. If the trip begins before the end of the morning route or ends during the afternoon route, drivers may take the trip by forfeiting the overlapping hours.

- 34.3 Extra trips shall be offered to drivers by the date and time of departure. Extra trips shall be posted by the trip date with the earliest date posted first. All trip notices shall be posted five (5) days in advance if possible. Extra trips with the same departure date shall be posted by the earliest departure time first. Trips with the same departure date shall be posted by the earliest departure time first. Trips with the same departure time shall be posted by the trip with the latest expected return time first. Emergency assignment will be handled by the supervisor but will be limited to unforeseen circumstances and will be kept to an absolute minimum.
- 34.4 Drivers will be allowed to trade a posted trip from the same rotation list one time with prior supervisor approval.
- 34.5 When a driver is assigned a trip and that trip is cancelled, the transportation supervisor shall attempt to contact the driver and assign the net available trip to that driver. If contact cannot be made and the driver reports for the cancelled trip he/she shall receive two (2) hours pay.
- 34.6 Drivers shall receive a minimum of two (2) hours pay for all trips driven.
- 34.7 Extra trips in which all drivers on the list for extra trip assignments have refused or are not available and Board approved substitute drivers are not available for service will be assigned to the least senior bus driver applying reverse seniority. The driver may be excused from this assignment under this provision only for circumstances including illness or injury that would have excluded them from their regular duty on the work day that the extra trip assigned. Drivers assigned to such trips shall be paid their regular rate of pay for all hours of the trip.
- 34.8 Actual drive time and actual down time will be reported on all extra trips. Drivers will receive their hourly rate of pay for all drive time. Down time not exceeding six (6) hours will be paid at the driver's hourly rate. Down time exceeding six (6) hours will be a flat one hundred-fifty(\$150.00) dollar payment. Overnight trips will be paid \$150.00 per day plus hourly rate of pay for drive time.

- 34.9 Nine or more passengers, excluding the driver shall constitute a trip to be assigned to a regular driver except for the following: band camp, home golf matches, sports camp, solo and ensemble competition, summer seven on seven and any trip involving a donated charter for special event. All charter trips must be with a licensed and insured charter company.

ARTICLE 35
WORKER'S COMPENSATION

- 35.1 All employees covered under this Agreement are protected under the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course or arising out of their employment.
- 35.2 An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Worker's Compensation.
- 35.3 All insurance not covered by the BWC shall be filed through the appropriate school insurance plan.

ARTICLE 36
JURY DUTY LEAVE

- 36.1 Any bargaining unit member that is required to serve jury duty shall be paid the difference between his/her jury duty pay and his/her regular rate of pay for all days served on such jury duty.
- 36.2 Such jury duty leave shall not be deducted from any other form of leave time to which bargaining unit members are entitled.
- 36.3 Employees who are subpoenaed to appear in court for the business of the employer (Board) during their normal work hours shall not suffer any loss of pay.

ARTICLE 37
BEREAVEMENT LEAVE

- 37.1 In the case of death in the immediate family, (mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, and

grandchildren, aunts, and uncles and any person living in the employee's household), the employee may have up to three (3) days paid leave to arrange for and/or attend the funeral of the deceased. At the discretion of the Superintendent, this period may be extended due to extenuating circumstances as distance, unusual family or personal responsibilities and the like.

- 37.2 Absence for the first three (3) days of bereavement leave shall not be deducted from sick leave.
- 37.3 In the event the bereavement leave period is extended for more than three (3) days, the ensuing days absent will be deducted from sick leave.

ARTICLE 38
DRIVERS ABSTRACTS

- 38.1 The Board shall be responsible for securing bus driver's license abstracts. It shall be the employee's responsibility to sign the necessary paperwork by the deadline set by the Board.

ARTICLE 39
TRANSPORTATION

- 39.1 The Transportation Supervisor, will display all bus routes for a mandatory bus driver meeting to be held prior to the beginning of each school year. The display will include route information that could include: approximate route time, streets or roads, approximate student load and assigned bus.
- 39.2 All routes will be assigned by seniority every three (3) years. Once the most senior driver has chosen a route, that route is removed from the list. The next most senior bus driver will select next. The selection process will continue until all routes have been assigned.
- 39.3 The Board agrees to pay the initial fee required by the commercial motor vehicles regulations up to \$25.00 less than the cost of a regular operator's driver's license for all bargaining unit employees who are required to meet such requirement. The renewal fee for any such license shall be paid by the Board as per the initial fee.
- 39.4 Bus drivers will be reimbursed for regular service at

their scheduled rate of pay for five and half (5½) hours per day for a total of one-hundred and eighty (180) days. This includes but not limited to: driving time, prep including bus warm-up, cleaning of the school bus, bus fueling, and other state assigned duties.

39.5 All bus routes are subject to change at administrative discretion based upon load and time. No route time will be adjusted beyond the agreed upon district daily total hours five and half (5½).

39.6 To meet the one hundred and eighty (180) days of work per year, bus drivers will have the following options at a time that coincides when possible with their regular driving schedule:

For one (1) day The driver will attend a scheduled drivers meeting before the start of school. This will be equal to ½ day. The driver will attend another meeting or workshop/clinic that will also equal one-half (½) day of attendance.

For one (1) day The driver will attend two training programs/clinics (i.e., CPR, safety, film. etc.). Each will equal one-half (½) day for a total of one (1) day.

A driver can participate in the Regional Bus ROAD-E-O. The Regional Bus ROAD-E-O will equal one (1) day.

Failure to attend any or part of the options above would result in a deduction in the days based on the options not completed. Only two (2) days credit can be obtained for each driver in any given school year.

ARTICLE 40 **CONTRACTING OUT**

40.1 During the term of this agreement, the Board will not contract out or sub-contract work in any classification, so as to result in the layoff or displacement of any employees.

ARTICLE 41
SUMMER HOURS CUSTODIAL

41.1 During the summer months, when school is not in session, the work hours of custodians will be scheduled as a four (4) day work week. Each day shall consist of ten (10) hours resulting in forty (40) hours per week. On a rotating basis, one (1) custodian will remain on a eight (8) hour, five (5) day schedule so as to result in a custodian on duty for the fifth day of the work week.

ARTICLE 42
TRAINING OR SCHOOLING

42.1 If training, re-certification or schooling is required of an employee, all costs of such shall be borne by the Board.

42.2 In the event such training would require travel the Board shall pay mileage if employee must use personal vehicle. Any training scheduled shall be with continuity of salary, including training scheduled beyond the normal work week and/or work hours of an employee. Such training or schooling schedules shall be paid at the employee's normal rates of pay, including premium pay rate as pursuant to Article 20 of this Agreement.

42.3 The Board agrees to pay the registration fee for drivers that elect to attend the advance driving class. The Board also agrees to pay for up to two(2) nights motel room(double occupancy if possible)per year.

42.4 Any Aide working in various areas of specialization (i.e. special needs, pre-school) must be provided with the proper training prior to being requested to perform such duties.

ARTICLE 43
FREE ADMISSION TO SCHOOL ACTIVITIES

43.1 Classified employees shall be issued tickets upon request for "free admission" to all school related athletic activities. Employees who attend school activities will be considered to be on duty should a need arise.

ARTICLE 44
DRUG TESTING

Employee Drug Testing Policy

Overview

The procedure for the random testing of staff members for illegal drugs will be accomplished in conjunction with an independent drug-testing vendor selected by the Board of Education. The vendor will be provided by the superintendent, a list of eligible employees and in turn the vendor will randomly select employees to be tested. The number of tests given throughout the year will not be less than 50% of the number of employees in the program. Bus drivers are in a state program and will not be required to participate in this one.

Procedures in the Event of a Positive Result

A. First Positive Result

For the first positive result, the employee will, within five days have an appointment with a Certified Chemical Dependency Counselor (or at an agency certified by the Ohio Department of Health or the Ohio Department of Alcohol and Drug Addiction Services) for a chemical dependency assessment and then follow the recommendations of the counselor. If treatment is recommended, it must be with an Ohio Certified Chemical Dependency Counselor. The employee must also submit to weekly urine drug testing for three weeks.

The employee is responsible for all expenses of the test following a positive result. The Counselor must notify the Superintendent of the completion of the recommendations or program. Failure to complete the recommendations of Dependency Counselor will result in termination of employment.

B. Second Positive Result

For the second positive result there will be ten working days off without pay and the employee will, within five days have an appointment with a Certified

Chemical Dependency Counselor (or at an agency certified by the Ohio Department of Health or the Ohio Department of Alcohol and Drug Addiction Services) for a chemical dependency assessment and then follow the recommendations of the counselor. If treatment is recommended, it must be with an Ohio Certified Chemical Dependency Counselor. The employee must also submit to weekly urine drug testing for three weeks. The employee is responsible for all expenses of the test following a positive result. The Counselor must notify the Superintendent of the completion of there recommendations or program. Failure to complete the recommendations of Dependency Counselor will result in termination of employment.

C. Third Positive Result

Termination of employment.

ARTICLE 45
DURATION

- 45.1 This Agreement shall become effective September 1, 2009 and shall continue in effect until August 31, 2012 and annually thereafter unless the Board or Union has given written notice to the other of its intent to modify this Agreement. Such notification shall be in accordance with Article 4, Section 4.1, paragraph B.
- 45.2 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.
- 45.3 Neither the Union, its agents, or any bargaining unit member shall strike or engage in any slow-down, withholding of services or concerted activities designed to interfere with the normal operations of the school district during the term or extended term of this agreement. Bargaining unit members shall be subject to the provisions of the Ohio Revised Code in accordance with 4117. ORC, including but not limited to Sections 4117.15, 4117.16, and 4117.18 in their entireties, as well as any further revisions to ORC. Further, bargaining unit members found to be in violation of the above shall be subject to immediate disciplinary action by the Board, including termination.
- 45.4 The Board or its agents shall not lock out or otherwise prevent bargaining unit members from performing their regularly assigned duties where an object thereof is to bring pressure on the employees or an employee organization to compromise or capitulate to the employers terms regarding a labor relations dispute.
- 45.5 The Board of Education and the Union agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio

Revised Code Section 4117.10(A) shall not be affected by this article. Should any clause of this contract be held in violation of the law by a contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect for the duration of the agreement.

Signed this 3rd day of February, 2010 by the Parties:

FOR THE UNION:

Greg Martin
OAPSE #400 President

FOR THE BOARD:

Robert J. Gentry
President, Nelsonville
York Board of Education

Karen A. Reynolds
OAPSE #400 Vice President

Mich McClelland
Superintendent

Art Vanell
OAPSE Field Representative

David J. [unclear]
District Treasurer

Nelsonville-York City Schools
 Salary Schedules for FY10
 Athens County
 IRN 044446

AIDE 177 work days + 8 holidays(185 days) 6 hours/day

Step I	\$ 12.17	\$ 13,508.70
Step II	\$ 12.60	\$ 13,986.00
Step III	\$ 13.05	\$ 14,485.50
Step IV	\$ 13.46	\$ 14,940.60
Step V	\$ 13.61	\$ 15,107.10

CAFETERIA 181 work days + 8 holidays (189 days) 7 hours/day

Step I	\$ 13.11	\$ 17,344.53
Step II	\$ 13.26	\$ 17,542.98
Step III	\$ 13.39	\$ 17,714.97
Step IV	\$ 13.54	\$ 17,913.42
Step V	\$ 13.70	\$ 18,125.10

MAINTENANCE CUSTODIAN 251 Work days + 9 holidays (260 days) 8 hours per day

Step I	\$ 13.87	\$ 28,849.60
Step II	\$ 14.10	\$ 29,328.00
Step III	\$ 14.64	\$ 30,451.20
Step IV	\$ 15.19	\$ 31,595.20
Step V	\$ 15.34	\$ 31,907.20

MECHANIC 251 Work days + 9 holidays(260 days) 8 hours per day

Step I	\$ 13.87	\$ 28,849.60
Step II	\$ 14.10	\$ 29,328.00
Step III	\$ 14.64	\$ 30,451.20
Step IV	\$ 15.19	\$ 31,595.20
Step V	\$ 15.34	\$ 31,907.20

SECRETARY 200 work days + 8 holidays (208 days) 7 hours per day

Step I	\$ 13.82	\$ 20,121.92
Step II	\$ 14.17	\$ 20,631.52
Step III	\$ 14.61	\$ 21,272.16
Step IV	\$ 14.85	\$ 21,621.60
Step V	\$ 15.20	\$ 22,131.20

SECRETARY(12MONTH) 251 work days + 9 holidays (260 days) 8 hours per day

Step I	\$ 13.82	\$ 28,745.60
Step II	\$ 14.17	\$ 29,473.60
Step III	\$ 14.51	\$ 30,180.80
Step IV	\$ 14.85	\$ 30,888.00
Step V	\$ 15.20	\$ 31,616.00

BUS DRIVER 180 work days + 8 holidays (188 days) 5.5 hours per day

Step I	\$ 14.64	\$ 15,137.76
Step II	\$ 14.91	\$ 15,416.94
Step III	\$ 15.17	\$ 15,685.78
Step IV	\$ 15.45	\$ 15,975.30
Step V	\$ 15.98	\$ 16,523.32

CUSTODIAN 251 work days + 9 holidays (260 days) 8 hours per day

Step I	\$ 13.91	\$ 28,932.80
Step II	\$ 14.01	\$ 29,140.80
Step III	\$ 14.12	\$ 29,369.60
Step IV	\$ 14.27	\$ 29,681.60

PART TIME CAFETERIA 181 work days + 8 holidays (189 days) 3.5 hours per day

\$ 13.11	\$ 8,672.27
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PART TIME CUSTODIAN 180 work days + 8 holidays (188 days) 2.5 hours per day

\$ 13.91	\$ 6,537.70
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Nelsonville-York City Schools
 Salary Schedules for FY11
 Athens County
 IRN 044446

AIDE 177 work days + 8 holidays(185 days) 6 hours/day

Step I	\$ 12.92	\$ 14,341.20
Step II	\$ 13.35	\$ 14,818.50
Step III	\$ 13.80	\$ 15,318.00
Step IV	\$ 14.21	\$ 15,773.10
Step V	\$ 14.36	\$ 15,939.60

CAFETERIA 181 work days + 8 holidays (189 days) 7 hours/day

Step I	\$ 13.86	\$ 18,336.78
Step II	\$ 14.01	\$ 18,535.23
Step III	\$ 14.14	\$ 18,707.22
Step IV	\$ 14.29	\$ 18,905.67
Step V	\$ 14.45	\$ 19,117.35

MAINTENANCE CUSTODIAN 251 Work days + 9 holidays (260 days) 8 hours per day

Step I	\$ 14.62	\$ 30,409.60
Step II	\$ 14.85	\$ 30,888.00
Step III	\$ 15.39	\$ 32,011.20
Step IV	\$ 15.94	\$ 33,155.20
Step V	\$ 16.09	\$ 33,467.20

MECHANIC 251 Work days + 9 holidays(260 days) 8 hours per day

Step I	\$ 14.62	\$ 30,409.60
Step II	\$ 14.85	\$ 30,888.00
Step III	\$ 15.39	\$ 32,011.20
Step IV	\$ 15.94	\$ 33,155.20
Step V	\$ 16.09	\$ 33,467.20

SECRETARY 200 work days + 8 holidays (208 days) 7 hours per day

Step I	\$ 14.57	\$ 21,213.92
Step II	\$ 14.92	\$ 21,723.52
Step III	\$ 15.36	\$ 22,364.16
Step IV	\$ 15.60	\$ 22,713.60
Step V	\$ 15.95	\$ 23,223.20

SECRETARY(12MONTH) 251 work days + 9 holidays (260 days) 8 hours per day

Step I	\$ 14.57	\$ 30,305.60
Step II	\$ 14.92	\$ 31,033.60
Step III	\$ 15.26	\$ 31,740.80
Step IV	\$ 15.60	\$ 32,448.00
Step V	\$ 15.95	\$ 33,176.00

BUS DRIVER 180 work days + 8 holidays (188 days) 5.5 hours per day

Step I	\$ 15.39	\$ 15,913.26
Step II	\$ 15.66	\$ 16,192.44
Step III	\$ 15.92	\$ 16,461.28
Step IV	\$ 16.20	\$ 16,750.80
Step V	\$ 16.73	\$ 17,298.82

CUSTODIAN 251 work days + 9 holidays (260 days) 8 hours per day

Step I	\$ 14.66	\$ 30,492.80
Step II	\$ 14.76	\$ 30,700.80
Step III	\$ 14.87	\$ 30,929.60
Step IV	\$ 15.02	\$ 31,241.60

PART TIME CAFETERIA 181 work days + 8 holidays (189 days) 3.5 hours per day

\$ 13.86	\$ 9,168.39
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PART TIME CUSTODIAN 180 work days + 8 holidays (188 days) 2.5 hours per day

\$ 14.66	\$ 6,890.20
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Nelsonville-York City Schools
 Salary Schedules for FY12
 Athens County
 IRN 044446

AIDE 177 work days + 8 holidays(185 days) 6 hours/day

Step I	\$ 13.57	\$ 15,062.70
Step II	\$ 14.00	\$ 15,540.00
Step III	\$ 14.45	\$ 16,039.50
Step IV	\$ 14.86	\$ 16,494.60
Step V	\$ 15.01	\$ 16,661.10

CAFETERIA 181 work days + 8 holidays (189 days) 7 hours/day

Step I	\$ 14.51	\$ 19,196.73
Step II	\$ 14.66	\$ 19,395.18
Step III	\$ 14.79	\$ 19,567.17
Step IV	\$ 14.94	\$ 19,765.62
Step V	\$ 15.10	\$ 19,977.30

MAINTENANCE CUSTODIAN 251 Work days + 9 holidays (260 days) 8 hours per day

Step I	\$ 15.27	\$ 31,761.60
Step II	\$ 15.50	\$ 32,240.00
Step III	\$ 16.04	\$ 33,363.20
Step IV	\$ 16.59	\$ 34,507.20
Step V	\$ 16.74	\$ 34,819.20

MECHANIC 251 Work days + 9 holidays(260 days) 8 hours per day

Step I	\$ 15.27	\$ 31,761.60
Step II	\$ 15.50	\$ 32,240.00
Step III	\$ 16.04	\$ 33,363.20
Step IV	\$ 16.59	\$ 34,507.20
Step V	\$ 16.74	\$ 34,819.20

SECRETARY 200 work days + 8 holidays (208 days) 7 hours per day

Step I	\$ 15.22	\$ 22,160.32
Step II	\$ 15.57	\$ 22,669.92
Step III	\$ 16.01	\$ 23,310.56
Step IV	\$ 16.25	\$ 23,660.00
Step V	\$ 16.60	\$ 24,169.60

SECRETARY(12MONTH) 251 work days + 9 holidays (260 days) 8 hours per day

Step I	\$ 15.22	\$ 31,657.60
Step II	\$ 15.57	\$ 32,385.60
Step III	\$ 15.91	\$ 33,092.80
Step IV	\$ 16.25	\$ 33,800.00
Step V	\$ 16.60	\$ 34,528.00

BUS DRIVER 180 work days + 8 holidays (188 days) 5.5 hours per day

Step I	\$ 16.04	\$ 16,585.36
Step II	\$ 16.31	\$ 16,864.54
Step III	\$ 16.57	\$ 17,133.38
Step IV	\$ 16.85	\$ 17,422.90
Step V	\$ 17.38	\$ 17,970.92

CUSTODIAN 251 work days + 9 holidays (260 days) 8 hours per day

Step I	\$ 15.31	\$ 31,844.80
Step II	\$ 15.41	\$ 32,052.80
Step III	\$ 15.52	\$ 32,281.60
Step IV	\$ 15.67	\$ 32,593.60

PART TIME CAFETERIA 181 work days + 8 holidays (189 days) 3.5 hours per day

\$ 14.51	\$ 9,598.37
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PART TIME CUSTODIAN 180 work days + 8 holidays (188 days) 2.5 hours per day

\$ 15.31	\$ 7,195.70
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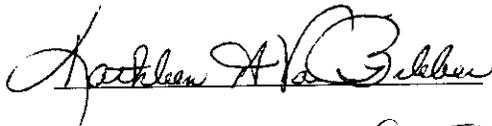
Proposal

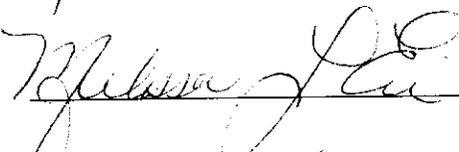
Where as OAPSE Local 400 and it's representatives are acutely aware of the shortage of district funds and also the uncertainty of timely relief of this dire situation in the short term while conversely, the Nelsonville-York Board of Education and its agents recognize the desire and importance of the members of Local 400 to maintain a stable work environment both parties now come to this agreement.

Be it resolved that the current master agreement duration be frozen at 60 days prior to it's expiration with continuity of all terms and provisions of said agreement remaining in force. The agreement shall as in Article 45.1 be "*continued thereafter until either party delivers notice on the other of its intent to modify the terms and conditions of such*". At which time this agreement will thaw beginning at 60 days before the expiration date. At which time the procedures as outlined in Article 4.1 B. of the agreement will prevail with negotiations continuing to a normal conclusion.

For OAPSE Local 400

For the N-Y Board of Ed.





Date 4/27/12

Date _____

NELSONVILLE-YORK CITY SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR BOARD MEETING AGENDA

██████████
6:00 P.M

I. **CALL TO ORDER:** Mrs. Roberta Bunting, President
Time Convened: 6:00P.M.

II. **ROLL CALL:**

Mrs. Roberta Bunting	Yes
Mr. Tim Maiden	Yes
Mr. Micah Covert	Yes
Mr. Duane Andrews	Yes
Mr. Ernie Perkins	Yes

III. **PLEDGE OF ALLEGIANCE:**

IV. **APPROVAL OF MINUTES:**

On a motion by Mr. Covert, seconded by Mr. Perkins to approve the minutes from the April 10th regular meeting.

Vote: Mr. Maiden: Abstain, Mr. Covert: Yes, Mr. Andrews: Yes,
Mr. Perkins: Yes, Mrs. Bunting: Yes.

V. **COMMUNICATIONS:**

Communications received have been forwarded to the superintendent.

VI. **LEGISLATIVE LIAISON REPORT:**

Mr. Covert reported on HB 487 the appropriations component of the mid-biennial review has been hearing testimony. Also the House Finance and Appropriations Committee has began hearings on school funding. The hearings included testimony from Paolo DeMaria former official with the Office of Budget and Management, ODE, and the Board of Regents. SB 295 was placed on hold, this bill repeals elections reform legislation that passed in HB 194 last year. HB 194 effected election law and special elections that were allowed.

VII. **APPROVAL OF BILLS:**

On a motion by Mrs. Bunting, seconded by Mr. Maiden to approve the April financial reports as presented by the treasurer.

Mr. Andrews requested copies of the invoices for Pattons from November 2011 to April 2012.

Vote: Mr. Covert: Yes, Mr. Andrews: Yes, Mr. Perkins: Yes,
Mr. Maiden: Yes, Mrs. Bunting: Yes.

VIII. **STUDENT ACHIEVEMENT:**

There was no presentation this evening.

Janie Bishop	Beth Lovett
Sharon Bruce	Steve Mace
Jimmy Childs	Tiffany Mace
Brenda Conkey	Mandy Moore
Amanda Dalton	Tina McWilliams
Susan Ferguson	June Redecker
Brice Fick	Ann Spencer
Lori Fick	Jenny Truax
Mindy Henderson	Leslie Yinger
Caitlyn Holland	

Camp Akita Trip May 16, 17 & 18, 2012

Rachel Ostrander, student teacher

Charlie Smith

7th & 8th Grades to Wayne National Forest May 17, 2012

Information regarding this trip with your board agenda

HS Math & Science Day at King's Island May 4, 2012

Change of Chaperones for the 7th grade trip to Columbus May 17 & 18th 2012

Jay Kline	Cara Bookman
Rusty Richards	Christy Kronberg
Andy Schein	Pat McCall
Tom Taggart	Molly McClelland

Vote: Mr. Maiden: Yes, Mr. Covert: Yes, Mr. Andrews: Yes,
Mr. Perkins: Yes, Mrs. Bunting: Yes.

Approval of Substitutes for Summer School:

On a motion by Mr. Maiden, seconded by Mr. Covert to approve the following substitutes for summer school:

Jennifer Creque	substitute teacher
Melissa Ervin	substitute cook
Charles Kuhn	substitute aide

Vote: Mr. Covert: Yes, Mr. Andrews: Yes, Mr. Perkins: Yes,
Mr. Maiden: Yes, Mrs. Bunting: Yes.

OAPSE:

On a motion by Mr. Perkins seconded by Mr. Covert to approve the proposal from OAPSE as follows:

Where as OAPSE Local 400 and its representatives are acutely aware of the shortage of district funds and also the uncertainty of timely relief of this dire situation in the short term while conversely, the Nelsonville-York Board of Education and its agents

