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STATE EMPLOYMENT
RELATIONS BOARD

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THE OPERATING AGREEMENT

BETWEEN

THE POLAND LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND

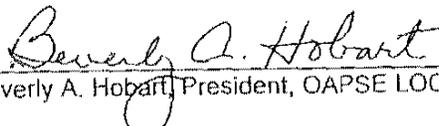
THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL # 360

CONTRACT DURATION

SEPTEMBER 1, 2011 THROUGH AUGUST 31, 2013

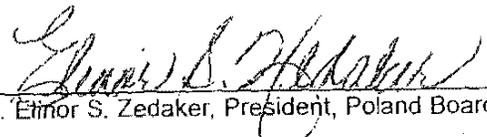
IN WITNESS WHEREOF, THE PARTIES HERETO, BY THEIR DULY AUTHORIZED REPRESENTATIVES, HAVE EXECUTED THIS AGREEMENT.

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

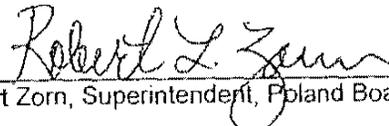


Mrs. Beverly A. Hobart, President, OAPSE LOCAL # 360

POLAND BOARD OF EDUCATION



Mrs. Elinor S. Zedaker, President, Poland Board of Education



Dr. Robert Zorn, Superintendent, Poland Board of Education

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ARTICLE I RECOGNITION

1.1 The Board of Education of the Poland Local School District, hereinafter referred to as the Board, recognizes the Ohio Association of Public School Employees, on behalf of Local #360, hereinafter referred to as the Association, as the sole and exclusive bargaining representative for all contracted employees now employed or to be employed in the following units:

Para-Professionals	Cafeteria Personnel	Clerk-Typist
Bus Mechanic	Custodial Personnel	Bus Drivers
Monitors/Sub.Teacher Caller	Courier/Helper	Non-Confidential Secretaries

1.2 The following shall be excluded from the bargaining unit:

Superintendent's secretary	EMIS secretary	Treasurer's secretary/payroll clerk
Bus coordinator	Treasurer	Food Service director
Non-contract college student custodians		Food Service director's secretary
Personnel whose wages are contingent upon enrollment fees/rentals		

1.3 This recognition shall remain in effect for the duration of the Agreement or any extension thereof.

1.4 All heretofore negotiated items shall continue unless otherwise added to, deleted, and/or changed by this negotiation process.

ARTICLE II NEGOTIATION PROCEDURES

2.1 **SUBJECTS OF NEGOTIATIONS.** The subjects for negotiations shall be wages, hours and other terms and conditions of employment. This shall include any changes in requirements and standards for employees due to changes in Federal or State law.

2.2 **DIRECTING REQUESTS.** A written request to open negotiations shall be served on either party not more than 120 days nor less than 90 days prior to the expiration date of the contract. Within ten (10) days of the receipt of the request, both parties shall establish a mutually agreeable site, date and time for the first meeting.

2.3 **MEETINGS.** Negotiation meetings:

- a. Negotiation meetings shall be held in executive session at a mutually agreed upon location.
- b. Once the meeting date, time and place has been established, the parties shall present their written proposals at the first meeting.
- c. The date, time and place of the next meeting shall be established before the conclusion of each meeting. Meetings shall be scheduled to interfere the least with school schedules.

- d. Either group may recess for a caucus during the meeting, not to exceed thirty (30) minutes unless mutually agreed upon.
- 2.4 **TEAM ORGANIZATION.** The negotiation team may consist of a member from each classification, the President or designee and the Field Representative.
- 2.5 **EXCHANGE OF INFORMATION.**
- a. The Board shall provide the Association, upon reasonable request, all available and accurate information concerning the financial resources of the district and such other reports as necessary. The Association shall incur no expense. Information provided shall be accurate, up to date and provided in a manner that will not mislead the Association.
- b. The Association shall provide the Board, upon reasonable request, all information pertinent to the issues under negotiations. The Board shall incur no expense.
- 2.6 **REPORTING.** The Association and the Board retain the right to issue general reports to their respective membership on the progress of negotiations.
- 2.7 **ITEM AGREEMENT.** As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed to mean that item or issue is tentatively agreed upon by both parties subject to finalization by ratification by the membership of the Association and adoption by the Board.
- 2.8 **AGREEMENT.** When agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the contract to determine the accuracy of the transcript. If the contract is then in proper form, it shall be submitted to the association for ratification and adoption. Within five (5) days of ratification by the Association, the contract shall be submitted to the Board for approval and shall become part of the official Board minutes and binding on both parties. Each party will keep an original of the tentative agreement reached. After ratification a mutually agreed upon commercial secretarial service will type the final agreement and return it to both parties for confirmation as to accuracy. Then the Chief Negotiators and Presidents will sign the final agreement before it is sent to a mutually agreed upon secretarial service for typing and for printing. The cost of the typing and printing shall be born equally by both parties.
- 2.9 **IMPASSE PROCEDURE.**
- a. In the event an agreement is not reached by negotiations, either party shall have the option of declaring impasse. Impasse may be declared 45 days prior to the expiration of the contract.
- b. If impasse is declared by either party, it is with the understanding that impasse is declared on all issues where agreement has not been reached by both parties. In such case, the parties shall prepare a request for a

mediator and direct such request to the Federal Mediation and Conciliation Service.

- c. Each party shall bear its own costs incidental to mediation and shall share equally any and all other costs for mediation services.

2.10 **ASSISTANCE OF ADMINISTRATION.** The Superintendent shall make available all school records and data of public nature, particularly in regard to the financial situation to the Association negotiating group.

2.11 **COOPERATIVE PROFESSIONAL NEGOTIATING.** No reprisals of any kind shall be taken by or against any party in interest or any participant in the negotiations procedure by reason of such participation.

2.12 **FURTHER TERMS OF AGREEMENT.** No provision of the resulting agreement shall discriminate against any classified employee regardless of membership or non-membership in the Association.

2.13 **CESSATION OF DUTIES.** No member of the OAPSE Local #360 will, in an effort to effect a settlement of a disagreement from professional negotiations with the Local Board of Education, engage in a cessation of duties during the terms of this contract.

ARTICLE III ASSOCIATION SECURITY AND DUES/FEE DEDUCTION

3.1 The Association and the Board agree that each and every classified employee in the recognized bargaining unit should contribute equally toward the cost of administration of this master contract by OAPSE and for representation of the classified employees in the described bargaining unit by OAPSE.

3.2 All classified employees, whether they are employed by the Board as regular full time or regular short hour employees and who are eligible to hold membership in the Association shall become either:

- a. A member of OAPSE and execute an authorization for dues deduction on a form provided by OAPSE within thirty (30) days of employment.
- b. In the alternative, the Board Treasurer shall deduct from the salaries of the employee(s), not applying for membership within thirty (30) days of employment, a service fee in the amount set forth in written notification by the OAPSE Local Treasurer, such notice to be provided not later than October 1st each school year. Such fee shall be required as a condition of employment.
- c. Any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Association dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such

employee shall furnish to the Association State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment shall subject such employee to the same sanctions as would non-payment of union dues under the contract

- d. In no case shall the monthly service fee be in excess of the regular OAPSE membership dues.
- 3.3 All bargaining unit members shall have payroll deduction for the payment of dues.
- 3.4 Such deductions shall be made in twelve (12) equal installments beginning with the last pay in September. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee. An employee may withdraw membership during a ten (10) day period from August 22 through August 31. Should a member withdraw during this withdrawal period, the Board Treasurer shall then deduct according to Section 3.2 (b).
- 3.5 Payroll deduction shall occur immediately upon request or in the case of new employees, immediately upon employment.
- 3.6 The Board Treasurer shall forward to the OAPSE Local #360 Treasurer the amount of the state/local dues/fees along with a complete description by name and amount for each employee. A copy of this description shall be forwarded to the OAPSE Local #360 Treasurer. This shall be done within ten (10) days following each deduction.
- 3.7 The Association shall defend and indemnify the Board of Education, the Treasurer, their officers, members, agents and assignees in both their individual and official capacities and hold them harmless against any and all claims, demands, suits or other forms of liability, including the legal fees and expenses that may arise out of or by reason of the action taken by the school district for the purposes of complying with any of the provisions of this Article or in reliance on any list, notices or assignments furnished under any of such provisions. The Association shall retain control of and appointments of legal counsel for defense and indemnification purposes.

ARTICLE IV GRIEVANCE PROCEDURE

- 4.1 **PURPOSE.** The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions in grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

4.2 DEFINITIONS.

- a. A grievance is a disagreement involving a work situation in which a member or members of the classified staff believe that there has been a violation, misinterpretation or misapplication of:
(a) Agreement entered into between the Board and Association,
(b) regulations, (c) administrative directives, (d) policies of the Board of Education. Only grievances alleging a violation, misinterpretation or misapplication of the Agreement may be appealed to arbitration.
- b. A grievant shall be defined as a classified employee, group of classified employees or the Association alleging a grievance has occurred.
- c. A working day shall mean Monday through Friday. The number of working days indicated at each level shall be considered as maximum unless extended by mutual agreement.

4.3 DIRECT APPEAL TO LEVEL THREE. In the event an issue does not pertain to the immediate supervisor, the grievant shall proceed to level three of the grievance procedure.

4.4 GRIEVANT'S REPRESENTATIVE. The grievant may be represented at all steps of the grievance procedure by an OAPSE representative or a unit member.

4.5 WAIVER OF PROCEDURE. If the grievance procedure is not initiated within thirty (30) working days after the grievant knew or reasonably shall have known of the event or condition upon which it is based, the grievance shall be considered waived. Any grievance not answered within the time limits shall be deemed resolved by relief requested by the employee or the Association.

4.6 NON-DISCRIMINATION. An employee shall have the right to process a grievance or an objection to a working condition and be assured freedom from reprisal in presenting his/her appeal.

4.7 PROCEDURE.

- a. Level One - Informal. Any employee who has a grievance shall first discuss it with his/her appropriate supervisor/administrator. The employee shall indicate to the appropriate supervisor/administrator that this is Step 1.
- b. Level Two - Formal.
 1. If the informal discussion does not resolve the issue, such employee shall have the right to lodge a written grievance with his/her appropriate supervisor/administrator. If the grievance is not lodged within five (5) working days following the discussion at level one, the grievance shall be waived. A copy of the grievance shall be filed with the Superintendent and Association President.

2. The employee shall have the right to request a meeting with the appropriate supervisor/administrator. Such meeting will be conducted within five (5) working days after receipt of such request. The grievant shall be advised in writing of the time, place and date of the meeting at least two (2) working days in advance. The appropriate supervisor/administrator shall take action on the written grievance within five (5) working days of receipt of grievance or if a meeting is requested, within five (5) working days of the conclusion of the meeting. The action taken and the reasons for the action shall be reduced to writing and copies shall be sent to the employee, the Superintendent, the Treasurer of the Board of Education and the President of the Association.

c. Level Three - Formal.

1. If the action taken by the appropriate supervisor or administrator does not resolve through grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent within five (5) working days. The grievant may request a meeting and if he/she does, it shall be conducted by the Superintendent within five (5) working days after receipt of the request. The grievant shall be advised in writing of the time, place and date of meeting at least two (2) working days in advance.
2. The Superintendent shall take action on the grievance and prepare a written report of such action within five (5) working days after receipt of the grievance or if a meeting is held, within five (5) working days of the conclusion of the meeting. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Treasurer, the appropriate supervisor/administrator and the President of the Association.
3. Unresolved grievances through level three, step 2 may be appealed to the Board. Such appeal shall be made within five (5) working days of the receipt of the Superintendent's response. A meeting with the Board shall be held within ten (10) working days of the Board's receipt of the appeal. The grievant shall be advised of the date, time and place of the meeting at least two (2) working days in advance.

d. Level Four - Formal.

1. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant may request the Association Grievance Committee to submit the issue to arbitration. This request must be sent to the Superintendent by the Association Grievance Committee within ten (10) working days following the receipt of the decision of the Superintendent.

The arbitrator shall be chosen from not more than two (2) lists of seven (7) names furnished by the Federal Mediation and Conciliation Service. All other procedures relative to the hearing with the arbitrator shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

2. The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit as agreed to by the Association, the Board and the arbitrator. A copy of the decision shall be sent to the grievant, the Association President, the Treasurer and the Superintendent.
3. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of the Agreement nor add to, detract from or modify the language therein in arriving at a decision in regard to the grievance. The arbitrator shall be confined to those issues which have been presented and shall have no authority to consider other issues which have not been presented for arbitration.
4. The decision of the arbitrator shall be in accordance with the law and be binding on both the Board and the Association
5. The costs of the arbitrator shall be shared equally by the Poland Board of Education and the Ohio Association of Public School Employees.

4.8 OTHER PROCEDURAL MATTERS.

- a. The written grievance shall be on a standard form provided by the Board and contain a concise statement of facts on which the grievance is based and the relief sought.
- b. Copies of the documents, communications and records pertaining to a grievance which has been lodged shall be placed only in the confidential files of the Treasurer of the Board and the President of the Association and shall not become part of the employee's personnel file other than action taken as a result of the decision and award of the arbitrator. The Treasurer will make this information available only to the Board.
- c. No grievant may be represented by an employee organization other than the Ohio Association of Public School Employees in any grievance procedure initiated pursuant to this procedure.
- d. A classified employee, who, on behalf of the Association, is engaged in any grievance meeting with a representative of the Board during school days, shall be released from regular duties without loss of salary.

- e. The parties who are directly involved in the investigation of a grievance shall cooperate with each other and furnish such information as requested by the other party in order to facilitate the processing of the grievance.
- f. Copies of all written decisions resulting from grievances shall be sent to all parties involved, the Association President, the grievant, the Treasurer, the Superintendent and the appropriate administrator.

ARTICLE V LEAVES

5.1 SICK LEAVE

- a. Each bargaining unit employee shall accumulate sick leave at the rate of one and one-quarter (1-1/4) days per month and a maximum of fifteen (15) days per year. Unused sick leave shall be accumulative to 285 days during this contract starting February 1, 2004.
- b. Sick leave may be used for sickness or death in the immediate family. Immediate family means: employees spouse, child, parent, grandparent, grandchild, sibling, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster child, foster parent, guardian(s) or individuals with whom the employee resides.
- c. At the termination of any contract, the Board will transmit, if requested accumulated sick leave to any government agency or other public employment.
- d. An employee who uses more than his annual allowance of fifteen (15) days sick leave and thus receives pay for accumulated leave must present a written statement from a licensed medical doctor certifying the necessity for this action.
- e. Employees may use sick leave upon approval of the local Superintendent for absence due to illness, injury and/or exposure to contagious disease.
- f. An employee who is absent due to illness more than five (5) days in succession may be required by the Superintendent to furnish a satisfactory statement or documentation regarding illness.
- g. An employee is required to submit an application for use of sick leave upon return to work.
- h. Sick leave shall accrue to a maximum in each year.
- i. Sick leave may be advanced to a maximum of five (5) days in cases where employees have no sick leave accumulated.

5.2 PERSONAL LEAVE.

a. Definition.

Personal leave is defined as leave which must be used to transact or attend to personal, legal, religious or family matters that require an employee's absence during the school day.

b. Entitlement to personal leave.

1. A member of the Employee Unit shall be granted, upon request, three (3) unrestricted days of personal leave per year without loss of salary to attend to personal matters.
2. Personal leave days, if not used, shall accrue as sick leave or employees who have personal days that have not been used may choose to redeem those days at the employee's per diem, payable in last pay of that contract year. Employees shall submit any such request in writing to the Superintendent of Schools not later than August 1 of the contract year.

c. Notification for use of personal leave.

Employees requesting personal leave must request such leave forty-eight (48) hours prior to the use of such leave, unless it involves an emergency that negates the time element, in which case the nature of the emergency shall be specified. Such leave request shall be submitted on a Request for Personal Leave Form.

d. Restrictions.

1. Personal leave shall not be granted to extend a holiday or school recess.
2. Personal leave shall not be granted to make up calamity days.
3. Personal leave shall not be used for avocational, recreational purposes or for personal gain.
4. Personal leave will not be granted in the first week of the new school year or in the last week of the school year unless verified by the Superintendent.

5.3 JURY DUTY.

- a. A regular classified employee shall be granted time off for jury duty and shall not suffer any loss of pay. Jury duty payment shall not be deducted from the employee's salary. Employees shall not suffer any loss of pay

for appearances in court as witnesses on matters arising from Board action or arising from their employment.

5.4 **MEDICAL LEAVE.**

- a. **Entitlement to Medical Leave.** Any person disabled for medical reasons shall be granted one (1) year's leave of absence which may be extended an additional year upon request, provided the employee makes written application for such leave to the Superintendent.
- b. **Application.** Application for medical leave shall be made in writing to the Superintendent of Schools not later than thirty (30) school days prior to the effective date of such leave. Such request shall state the reason and anticipated duration of the leave. A physician's statement may be required by the Superintendent.
- c. **Reinstatement.** If the employee on medical leave of absence desires to return to duty with the Board of Education following the termination of such leave, he/she must make application for reinstatement in writing to the office of the Superintendent at least thirty (30) days before the expiration of such leave or as hereinafter specified. A physician's statement may be required by the Superintendent.
- d. **Restriction.** Employee shall not be fully employed or be a full time student.

5.5 **PARENTAL LEAVE.**

- a. **Entitlement to Parental Leave.** Parental leave of absence shall be granted, upon request, to an employee who becomes a parent by childbirth or adoption. Said leave shall not be used for pregnancy or any pregnancy related disability. Said leave shall be an unpaid leave of absence and shall be granted for a full school year or part of the school year in which it is requested.

Upon request of the employee, parental leave shall be extended for a period of up to one (1) additional school year, provided the request is made in writing to the Superintendent of Schools on or before July 1 immediately preceding the school year for which the extension is requested and provided the applicant had not been on medical leave or extended leave for more than thirty (30) school days for pregnancy prior to the first year of parental leave.

- b. **Application for Parental Leave.** Application for parental leave shall be made in writing to the Superintendent of Schools not later than thirty (30) days prior to the effective date for such leave and such request shall state the anticipated duration of the leave.
- c. **Reinstatement.** The employee shall give written notice of intent to return to employment at least thirty (30) days prior to the expiration of the leave.

- d. **Right to Position Vacated Upon Return from Medical or Parental Leave.**
Employees returning from medical or parental leave shall be returned to the same position held prior to the leave. Any employee newly hired ultimately, as the result of an employee taking Medical or Parental Leave, shall have his/her contract terminated or non-renewed.
- e. **Restriction.** Employee shall not be fully employed or be a full time student.

5.6 **ASSAULT PROTECTION PHILOSOPHY.** It is recognized by the Board that acts of physical assault upon the employee may occur. It is further recognized that the Board has a responsibility to protect the rights of the staff when such an incident occurs.

- a. **Assault Report Procedure.** To insure that such individual rights are protected, it is necessary that proper procedure be followed when such instances arise. Therefore, the following procedure and practice shall be utilized:
 - 1. An employee who has been physically assaulted by a student or member of the lay community shall give written notice of such action to his appropriate supervisor/administrator within two (2) school days of said alleged incident. Such notice shall be signed by said employee or his/her legal representative.
 - 2. Such written notice shall be forwarded to the Superintendent by said supervisor/administrator within two (2) school days of receipt. The Superintendent shall then attempt to resolve the complaint at the lowest possible level.
 - 3. All appropriate administrative personnel shall assist in providing information relevant to the incident.
- b. **Assault Leave Entitlement.** An employee who is absent due to a disability resulting from an unprovoked assault as a result of his/her duties shall be compensated at the regular rate of pay. The first fifteen (15) school days of assault leave, resulting from such injury, will not be charged to sick leave but the remainder thereafter shall be either charged to sick leave or worker's compensation unless employee qualifies for disability through the SERS benefit plan.
 - 1. A physician's statement declaring that said employee is under his care for injury shall be presented within two (2) days as written proof to the Superintendent stating that

said employee is incapable of performing his/her contractual duties for the Board.

2. Concurrent with the physician's statement, the employee shall submit to the Superintendent, on a form furnished by the Board, a signed statement describing the facts to warrant assault leave.
3. A disability resulting from an assault shall terminate when said employee can return to his/her assignment held prior to the disability or the said employee becomes eligible and takes disability retirement provided under the provisions of the School Employees Retirement System.
4. If court action results, said employee shall be granted leave of his/her duties and a qualified substitute provided with no loss of pay for days in court and as may be requested from his/her legal counsel, court officials and law enforcement officers.

- c. **Reinstatement.** An employee disabled as a result of physical assault shall be returned to the same position as held at the time of the incident. Any employee newly hired ultimately as the result of a person on assault leave shall have their contract terminated or non-renewed.

5.7 **MILITARY LEAVE.** All Employees shall be granted a leave of absence for military duty in accordance with Federal and State Law.

- 5.8 a. **PROFESSIONAL LEAVE.** Bargaining unit employees may request professional leave to attend Superintendent approved workshops offered relative to their area of classification. Employees shall apply for such leave on a form provided by the Superintendent's secretary. Estimated costs for transportation, meals, registration and lodging must be included in the application. The limits of Board reimbursable expenses shall be certified prior to granting of the leave.

Employees on the Camp Fitch or Washington DC trips may apply for one (1) "professional leave day" or receive one fifty dollar (\$50.00) payment. Said day may not be taken on Friday or Monday or the day before or after holidays or vacations and must be taken in that school year. Said request shall be marked "Professional Leave for Camp Fitch/ Washington DC trip." Or "Professional Leave payment of \$50.00 for Camp Fitch/Washington DC trip.

- b. **LEAVE OF ABSENCE FOR EDUCATIONAL PURPOSES.** Employees shall be granted a leave of absence for a period of one (1) year for educational purposes for a Superintendent approved program in a field for which that person is currently employed in the Poland schools.

5.9 **LEAVE APPLICATION.** Except as otherwise indicated in this section, application for a leave of absence or extension thereof shall be made in writing to

the Superintendent at least thirty (30) days prior to the proposed commencement of the leave except in serious and unusual circumstances.

- 5.10 **FRINGE BENEFITS.** Employees on an approved leave of absence or on the reduction in force list (lay-off) shall be permitted to continue all fringe benefits upon payment to the Treasurer of the district the amount of the premiums monthly.
- 5.11 **REINSTATEMENT.** In all cases of unpaid leave of absence, the employee shall give notice of intent to return to his/her former position by April 1st of the contract year in which leave is taken.
- 5.12 **BEREAVEMENT LEAVE.** An employee shall be granted, upon request three (3) days of bereavement leave without loss of pay to attend the funeral of the employee's spouse, child, parent, grandparent, grandchild, sibling, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster children, foster parent, guardians or individuals with whom the employee resides. An employee shall be granted one (1) additional day of such leave if attendance at the funeral consumes travel time in excess of three (3) hours in one direction by automobile to location of the funeral. Two (2) additional days shall be granted if the automobile travel time exceeds six (6) hours. At the expiration of the five (5) days, an employee may apply for sick leave.

ARTICLE VI VACANCIES AND JOB POSTING

- 6.1 **JOB POSTING.** The Board shall post all job vacancies, including newly created positions, revised positions and promotional positions for a period of ten (10) working days. At the end of ten (10) working days, the posting shall be considered over. The vacancy notices shall be posted in all buildings and shall contain a description and details of the opening(s). All vacant or newly created positions must be posted for bid. The posting period shall begin not later than ten (10) working days of the time of the vacancy. Job postings will be done by voice mail (not paper) during summer months when schools are not in session. A copy of the posting will be sent to the OAPSE president.
- 6.2 **REQUEST FOR POSITION.** An employee must make a request for the vacant position in writing to the appropriate supervisor/administrator or Superintendent.
- 6.3 **FILLING VACANCY.** The vacancy shall be filled within twenty (20) working days of the closing of bids.
- 6.4 **AWARDING OF POSITION.** Bargaining unit positions, except for Head Cooks, Head Custodians and Secretaries, are to be filled by the employee with the greatest seniority in that classification who applies for the position, and has no annual evaluation ratings of 0 (zero) in the school year preceding the vacancy. In the event that no employees within the classification elect to bid on the position, this position shall be posted system-wide and the employee with the greatest amount of system seniority having the necessary qualifications and who has no

annual evaluation of 0 (zero) in the school year preceding the vacancy, shall be given the job.

6.5 **CHANGING CLASSIFICATIONS.** Any employee changing classifications, according to vacancies and job posting procedure, shall be placed on the appropriate salary schedule step which is closest to but not less than their present hourly rate.

6.6 **ACCUMULATIVE SERVICE.** Accumulative service on the salary schedule shall not be broken when a person transfers within a job classification.

6.7 **NOTIFICATION.**

- a. Any bidding applicant shall be notified whether or not he/she has or has not been awarded the position.
- b. Any employee not receiving the position applied for may, upon request, have a conference with administration to discuss his/her candidacy.
- c. The Association President shall be notified when a contract is issued for a posted vacant position and when a position is vacant.

ARTICLE VII REDUCTION IN FORCE

7.1 **REGULAR CLASSIFIED EMPLOYEES.** All contracted bargaining unit classifications and positions shall be filled by regular classified employees.

7.2 **PROCEDURES.** In the event it becomes necessary to reduce classified staff due to lack of funds, lack of work or building closures, the following procedure shall govern such layoffs:

- a. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as is practical, for employees who resign, retire or otherwise vacate a position.
- b. Prior to the Board instituting such reductions in the classified staff, the Superintendent shall notify the OAPSE President of such reductions.

7.3 **SENIORITY.** In any reduction, the concept of job classification seniority shall prevail. Seniority shall be determined by the employees most recent date of hire with the Board in a particular job classification (for reduction in force purposes only). Board approved leaves of absence shall not constitute an interruption of continuous service. In case of identical seniority, the tie shall be broken by the following in order:

- a. Date of Board meeting hired.
- b. Date of written application.

c. Toss of coin by OAPSE President or designee.

7.4 **ORDER OF REDUCTION.** When it has been determined that reduction is necessary, either district wide, within a classification or within a department, reductions shall begin with the least senior employee in any classification, department or building, continuing in order of seniority until the reduction is complete.

7.5 **DISPLACEMENT RIGHTS.** Any employee affected by such a reduction, whether directly or indirectly, shall be granted a displacement opportunity. Displacement shall be exercised on the basis of seniority and present pay range. Any employee affected by such reduction may displace the least senior employee within the same classification or lower classification series (with the same number of hours or most comparable number of hours) in the following order:

- a. Within the same classification.
- b. Within the same classification series.
- c. Within a classification the employee has acquired seniority previous to present position.

7.6 **FOR THE PURPOSE OF DETERMINING DISPLACEMENT RIGHTS.** There shall be established nine (9) classification series as follows:

- a. Series 1: Para-Professionals
- b. Series 2: Monitors/Sub. Teacher Caller
- c. Series 3: Bus Drivers (requires licensing and certification requirements)
- d. Series 4: Bus Mechanic
- e. Series 5: Courier/Helper
- f. Series 6: Cafeteria Personnel
- g. Series 7: Custodial Personnel
- h. Series 8: Bargaining Unit Secretarial Personnel
- i. Series 9: Clerk-Typists

7.7 **NOTICE OF.** Ten (10) working days prior to the effective date of any layoff, the Board shall prepare and post for inspection, in a conspicuous place, a list containing names, seniority dates and classification and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff with a statement advising the employee of his/her displacement and reinstatement rights

7.8 **VACANCIES DURING.** Vacancies which occur during the period of reduction in force shall be offered to those employees working through using the procedure in Article VI, Vacancies and Job Posting. Vacancies which remain following this procedure shall be offered to or declined in writing by the employee standing highest on the appropriate reinstatement list before the next person on the list is considered. The employee shall be notified by certified mail addressed to the employees last known address.

- 7.9 **SUBSTITUTE WORK.** All substitute work shall be offered first to employees who are laid off and eligible for recall.
- 7.10 **RECALL RIGHTS.** This provision means that all rights are restored within a job classification when a person is recalled to the same job classification held prior to RIF. Further, that if a person on RIF opts to return to a different job classification, then that person also opts to accept the salary and benefits commensurate with that different job.
- 7.11 **RECALL PROCEDURE.** Upon recall, an employee shall be given notice at his/her last known address by certified mail. It shall be the employees responsibility to keep the Board advised of his/her address. The employee shall notify the Board not more than three (3) days from date of receipt of the notice whether he/she will return. It shall be presumed that the employee will not return if there has been no notification to the contrary from the employee within ten (10) days of the mailing of the notice. An employee who fails to return shall have his/her name removed from the recall list and shall have no further rights as an employee of the Board.
- 7.12 Employees on layoff status shall have the right to remain in all Board-provided insurance programs at their own expense for a period not to exceed federal COBRA law.

ARTICLE VIII SENIORITY

- 8.1 **SYSTEM SENIORITY**
System seniority shall be defined as the length of continuous employment with the Board as computed from the employee's most recent date of hire or first day worked. Substitute work shall not count towards seniority. Employees who leave the bargaining unit due to transfer or promotion within the system and later return to a bargaining unit position will not lose any previous seniority accumulated in that particular job classification. Any years acquired by an employee while not a member of the bargaining unit cannot be used for or added to job seniority in any bargaining unit position. Employees who leave the bargaining unit due to discharge or resignation, then are rehired by Poland Local School District in a bargaining unit position, shall not be entitled to any previously accumulated seniority effective in the first day of this agreement.
- 8.2 **JOB CLASSIFICATION SENIORITY.** Job classification seniority shall be defined as the length of continuous employment in an employee's present job classification as computed from employee's most recent date of entry into such job classification.
- 8.3 **ACCRUAL LEAVE OF ABSENCE.** Employees shall accrue seniority while on sick leave, leave of absence, layoff and all other approved leaves granted by the Board.

8.4 SENIORITY LIST.

- a. The Board shall provide a seniority list, by classification, to the Association President and to all the employees annually by September 30.
- b. The names of the employees on the seniority list shall appear in seniority rank order within classifications with the name of the most senior employee appearing at the top of the listing and the name of the least senior appearing at the bottom. Any employee who has seniority in more than one classification shall be listed accordingly in each classification.

ARTICLE IX BOARD PICK UP OF EMPLOYEE CONTRIBUTION TO SCHOOL EMPLOYEES RETIREMENT SYSTEM

9.1 In accordance with Internal Revenue Service Rulings 77-462, 81-35 and 81-36, the Association and Board agree that beginning with the September 14, 1984 pay, the Board shall contribute to the School Employees Retirement System, in addition to the Board's required employer contribution, an amount equal to each employee's contribution to the School Employees Retirement System in lieu of payment of said amount to each employee and that such amount contributed by the Board, on behalf of the employee, shall be treated as a mandatory salary reduction from the contract salary or hourly rate otherwise payable to each employee.

9.2 THE DOLLAR AMOUNT TO BE "PICKED UP" BY THE BOARD.

- a. Shall be credited to the School Employees Retirement System as employee contributions under authority of Ohio Attorney General Opinion 82-097.
- b. Shall be included in computing an employee's final average salary for School Employees Retirement System purposes and in reporting school employee authorized credit information to financial institutions.
- c. Shall not be reported by the Board as subject to current Federal and State income taxes.
- d. Shall be reported by the Board as subject to city income taxes.

9.3 Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans. The "pickup" is mandatory and not at the individual employees option.

9.4 For purposes of this provision, an employee's total annual salary and/or salary per pay period shall be the salary specified in the salary schedules contained in this Agreement. The total annual salary and/or salary per pay period shall be payable by the Board in two (2) components: (a) deferred salary and (b) cash salary.

- a. **Deferred Salary.** An employee's deferred salary shall be equal to that percentage of said employee's total annual salary and/or salary per pay period which is required by the School Employees Retirement System to be paid as an employee contribution by said employee.
 - b. **Cash Salary.** An employees deferred salary shall be equal to the employees total annual salary and/or salary per pay period less the amount of the deferred salary for said employee and shall be payable to said employee subject to applicable payroll deductions. The Board's total expenditures for employees salaries, as specified in the salary schedules contained in this Agreement and its employer contributions to the School Employees Retirement System, shall not be greater than the amounts the Board would have paid had this provision not been in effect.
- 9.5 The Board shall compute and remit its employer contributions to the School Employees Retirement System based upon the employees total annual salary and/or salary per pay period.
- 9.6 An addendum to each employees contract or salary notice (for hourly employees) currently in effect shall be prepared and distributed which states:
- a. That the employees contract salary or hourly rate is being restated as consisting of a cash salary and of a deferred salary which is equal to the amount of the employee contribution to the School Employees Retirement System being "picked up" by the Board on behalf of the employee.
 - b. That the Board will contribute to the School Employees Retirement System an amount equal to the employees required contribution to the School Employees Retirement System for the account of each employee.
 - c. That life insurance, sick leave pay, assault leave pay, severance pay, supplemental pay, extended service pay, worker's compensation benefits, unemployment compensation benefits or any other compensation or benefit which is indexed to or otherwise determinable by reference to the employees rate of pay shall be calculated upon the combined cash salary and the deferred salary of the employee.
 - d. That in the event the Internal Revenue Service should determine, at a date subsequent to the formal adoption of this Agreement, that this School Employees Retirement "pickup" benefit is in noncompliance with Internal Revenue Service tax regulations, the Board shall not be held liable for any tax liability, penalties and/or interest as a result of said determination.
- 9.7 All subsequent contracts and salary notices for members of the employee unit shall comply with the provisions of this section.

ARTICLE X ASSOCIATION RIGHTS

- 10.1 **USE OF SCHOOL MAIL BOXES.** The Association or any committee thereof shall be authorized to use the school mail boxes within each building.

- 10.2 **BULLETIN BOARDS.** A building principal or appropriate administrator shall designate at least one (1) bulletin board or portion thereof in each building for the general use of the Association. The bulletin boards shall, where possible, be located in areas readily accessible to and normally frequented by the employees
- 10.3 **NOTICE OF BOARD MEETINGS.** Notices, meeting dates and date changes prepared for Board members and newspapers for regular Board meetings shall be sent through the school mail to the President of the Association at the same time they are sent to the newspapers. Agendas shall be given to the President of the Association through the school mail.
- 10.4 **COPIES OF BOARD MINUTES.** The Board agrees to provide the Association with copies of the Board minutes following each Board meeting.
- 10.5 **OAPSE CONFERENCE.** Two delegates shall be permitted to attend the annual OAPSE Conference, a maximum of three (3) days each, without loss of pay. All other expenses to be paid by OAPSE Local #360. Any employee holding a State, District or Departmental office shall be permitted to attend the annual OAPSE Conference a maximum of three (3) days each, without loss of pay, limited to two officers and expenses to be paid by OAPSE. Not more than two (2) persons from the same department shall be permitted to attend the OAPSE Conference.
- 10.6 **PEOPLE** The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided 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. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the names of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance

ARTICLE XI **WORKING CONDITIONS**

11.1 **BUS DRIVERS.**

a. **Field trip assignments.**

1. Each Friday, drivers will be offered all field trips for the next week. Field trips shall be defined as any activity involving sixteen (16) students on vehicles of the Poland Local School District.
2. Field trips will be divided into two classes: full time and part time. All trips will go to full time drivers when full time drivers are available. Remaining trips will go to part time contract drivers.
3. Drivers must confirm or refuse an assigned field trip when asked on Friday. If a driver fails to confirm or refuse an assigned trip, the drivers is placed on the bottom of the list.

4. In the event of a refusal, the driver next in rotation is asked to confirm the refused trip. If this driver refuses, he/she is placed at the bottom of the rotation list.
5. If a trip comes in after the Friday trips are passed out, they will be considered late trips (even though the new trips may be before the week's trips) and shall be offered to the next person in rotation. Failure to accept these trips shall not cause that person to be placed at the bottom of the list. Late trips are to be passed out within two (2) work days.
6. If the scheduled trip is canceled, the driver who was scheduled for the trip is placed at the top of the rotation list and will be offered the next trip that is not posted for the week. Drivers who have a field trip canceled must be offered trips in the same time frame as the canceled trip, or a trip on a non-school day. Any driver who has a trip canceled shall not be placed at the bottom of the list but will be offered the next available trip not already assigned to another driver. Trips made available by drivers who have been assigned a trip and must cancel the trip shall be offered to the next driver on the rotation list. If the driver who is asked to take the trip is unable to do so, that driver shall not be placed at the bottom of the rotation list.

All field trips shall be paid at the driver's regular rate of pay with a three (3) hour minimum for out of district trips and a one (1) hour minimum for in the district trips. Any field trip cancelled after the driver has arrived to drive such field trip shall cause the driver to be paid the minimum hours above at his/her regular rate. Driver will be paid fifteen (15) minutes prior to time on the trip ticket. A breakdown of driver's pay for field trips and overtime shall be provided on driver's pay stub.

Driver shall receive one (1) hour pay or placed at the top of the rotation list, for any trip that is canceled less than one half (1/2) hour before the trip.

The regular driver next in rotation will receive a one (1) hour penalty payment from the District when a field trip is scheduled to leave early but leaves late enough that the regular driver could have taken the trip upon completion of their required work hours. The driver will not lose their place in rotation.

7. The Field Trip Assignment procedure contained in this Agreement shall be placed on the bulletin board in the bus garage and will be made available to each driver in the driver information package at the start of each school year.

8. No split field trips. Drivers will be paid their field trip rate for the duration of such field trip, from start to return.
- b. Bus Route Bidding.
1. Bus routes will be bid on a seniority basis. In the case of an absence, after twenty (20) consecutive work days, where absence is expected to continue, an informal temporary route bidding will take place according to seniority at the next weekly meeting to fill that route. Once the absent driver returns to work, all contract drivers revert to their previous positions.
 2. Bidding will be done at a designated time, the third Wednesday of August. Drivers in seniority order, shall have twenty (20) minutes to choose a route. At least one week prior to this meeting, all drivers will receive maps of all routes and a list of students on all routes. Drivers will be notified of said time, place and date at least two weeks in advance. The Transportation Coordinator shall meet with drivers two (2) weeks after the beginning of school to discuss any changes on routing.
 3. Vacancies created by resignations, retirement or termination of a driver during the school year will be posted and awarded according to seniority to drivers who bid on the position.
 4. Any route changed by more than one-third (1/3) the distance, one-third (1/3) the number of total riders, after two (2) school weeks of running, shall be posted for bid and rebid by seniority.
 5. Bus driver seniority shall be that period of time continuously employed by the Poland Local School District from the last date of hire as a regular employee.
- c. Drivers shall be responsible for cleaning the windows and mirrors on the exterior of their assigned bus and sweeping floors and picking up debris within the bus. Busses will be washed and sanitized at least twice during a school year; once during Christmas break and once during Spring break.
- d. Expenses incurred on extracurricular field trips shall be borne by the group/person supervising the trip. This applies to entrance fees, turnpike fees, parking fees, etc.
- e. Drivers shall receive their regular hourly rate of pay for all time spent driving for the Poland Local School District. Drivers who are scheduled for early dismissal will be paid a minimum of one-half (½) hour at their regular rate of pay.

- f. The Board will pay any bus driver required to work more than 180 school days at 1/186 of his/her per diem contract salary.
- g. **Certification of Licensing.** All bus drivers are required to obtain and maintain all credentials required under the Ohio State Law. The Board is to pay the regular hourly rate for recertification not to exceed ten (10) hours (9 hrs. class/1 hr. road) and fingerprinting fee/charge. On-Board Instructors are to be paid at their regular hourly rate of pay for any time spent recertifying drivers.
- h. **Reporting off.** Drivers will call the bus dispatcher/mechanic when reporting off work due to illness. Calls should be made before 6:30 A.M. While off, a driver should call by 3:00 P.M. to report his/her status for the next day's employment, otherwise it shall be assumed that the driver is returning to work the next day
- i. **Safety Meetings.** Bus drivers are required to attend two (2) safety meetings each year t the discretion of the Transportation Supervisor in lieu of working on Parent Conference Day. The total duration of these meetings shall not exceed four hours.
- j. Medical records for public and parochial schools shall be provided to the drivers within ten (10) days of the start of the school year and updated by the end of October.
- k. Cellular phones on busses shall have dialing available to safety numbers and schools.
- l. **Additional time for all drivers** The average time during the first two weeks of October shall be computed and used as the basis for paying the average for the remainder of the year.
- m. Drivers shall be compensated at the regular hourly rate of pay for all times spent on mandatory drug testing and fingerprinting for a minimum of one (1) hour each.
- n. The bus evacuation drill will be done no later than the third week in September.
- o. Bus drivers may use the bus garage for meetings and for waiting on busses to warm up. The district will purchase 20 folding steel chairs for said purpose. Drivers will be responsible for setting up/putting away chairs.

11.2 CAFETERIA EMPLOYEES

a. Job Classification

1. Cafeteria workers to be classified as either head cook, general cook, cook's helper, cashier or head cashier (where there is more than one cashier in a single kitchen; e.g. High School and Cafetorium.)
 2. When bidding on a position within cafeteria classification, pay scale stays at recent years of service, and no loss of seniority within classification if changing previous duties within the cafeteria.
 3. Non-contract hours shall be open for bid within the cafeteria classification according to seniority as long as the times do not interfere with the fulfilling of the present year's contract. Non-contract hours will be re-bid every year before the start of the school year, and also any time during the school year when any personnel move or change in work times or hours is made.
 4. If hours conflict, cafeteria workers may work only one (1) job per day.
- b. Cafeteria employees are not required to utilize their personal car to transport supplies from building to building. However, in cases of an emergency nature, it is desirable that all due consideration be given the situation.
- c. Banking is part of the duties for cashiers and they are expected to complete this during their work hours.
- d. An evening workshop for cafeteria workers (similar to the one for bus drivers) will be held for head and general cooks when the parent-teacher day conference format is held in the evening. In lieu of this evening workshop, said cafeteria workers shall be permitted to make up this time during the contract year before/after the regular workday at mutually agreeable times.
- e. Cafeteria employees shall not be required to do cleanup work when a cafeteria kitchen is used with or without a cafeteria employee being on duty. If such work is required, the employee shall be paid for all hours worked during such cleaning in addition to her regular pay.
- f. Accumulated service credit on the salary schedule shall not be broken when a person transfers from a general cook's position to a head cook's position.
- g. A general cook substituting for a head cook shall receive the head cook's pay rate at the same incremental level the general cook is currently on. Cook's helpers or cashiers who substitute for general cooks or head

cooks shall receive the general cook's or head cook's pay rate at the same incremental level as the cook's helper's or cashier's seniority.

- h. Head cooks in central kitchens will be paid \$400 for inventory and ordering. Safellite school cafeteria workers will be paid fifteen (15) minutes per week for ordering and inventory. All cashiers will be paid two (2) hours of their current salary per school year for the opening (1 hour) and closing (1 hour) of their school register. Cashiers at North, Dobbins and Union will be paid \$150 per year for prep work and ordering. Head Cashiers will be paid \$250 per year for prep work and ordering.
- i. All cafeteria employees shall be invited to an optional general meeting every two(2) months with the Food Service Director during non-duty hours.
- j. A two tier salary schedule shall be implemented in the cafeteria for new hires to the Poland School After September 1, 1992.
- k. In the event of a job vacancy in the cafeteria, the position must be filled by a current (as of September 1, 1992) cafeteria employee who applies for the position by seniority before any "two-tier" employees are hired. No "two-tier" employees shall be hired or promoted around any current (as of September 1, 1992) employee who applies for a vacant position.
- l. Outside groups (teachers, PTA) shall not be in the kitchen during preparation and serving time.
- m. Any more additional Food Stations opened must have additional adequate help to run them. The food service director, per ORC, may utilize a substitute to see if a new position is warranted, not to exceed 20 working days, after which if the position is to become permanent, it shall be posted for bid as a newly created position.
- n. In case of any absence, reasonable attempts will be made to call in order of seniority the cafeteria workers within that school: (Head Cook, General Cook, Cook's Helpers and Cashiers) giving them the opportunity to move into that temporary position. In case of any short term absence expected to last eight (8) weeks, all cafeteria workers within Poland Schools will be called in order of seniority and given the opportunity to move into that position. When the absent employee returns to work, all cafeteria employees will revert to their previous positions.
- o. When any school cafeteria is rented out for a function a cafeteria employee will be present and be paid at regular rate. All work for rentals and school events that need a cafeteria employee present will rotate within that building first, then outside the building if necessary. Overtime, if applicable, will apply to school events. No one is to be skipped in the rotation because of the possibility of overtime.

- p. The head of Food Service will be available during cafeteria hours, in case of emergency, either by use of a pager or cell phone.
- q. All menus for district schools and satellite schools shall be given to the Head Cooks and General Cooks to be reviewed and changed if necessary, two (2) days prior to being sent out to the school secretaries for distribution to students.
- r. Clerical work related to POS and postage costs related to POS shall be the responsibility of the food service department.

11.3 CUSTODIAL EMPLOYEES.

- a. Accumulated service credit on the salary schedule shall not be broken when a person transfers from a general custodial position to a head custodial position.
- b. Any contracted custodian substituting for a general custodian or a head custodian shall receive the general custodian's or head custodian's pay rate at the same incremental level the contracted custodian is currently on. When it is determined by the administration that a sub is needed, contracted custodians will be given the opportunity to move up and sub for another custodian in their own building.
When a head custodian is ill, he/she will call off to their Principal one hour before the start of their shift if they have not already done so the evening or day before.
 - 1. In buildings where there are general custodians and/or sweeper cleaners, the Principal will call the general custodian (if there is one in that building) to give him/her the opportunity to move up to head custodian for that day. Then, on a seniority basis, any sweeper cleaners in that building will be given the opportunity to move up to sub for the general custodian, or for the head custodian (if there is no general custodian), or if the general custodian is unable or unwilling to sub.
 - 2. In buildings where there are no general custodians or sweeper cleaners, during the months when the groundskeeper is scheduled to work inside, the Principal will call the groundskeeper to open the building and the groundskeeper will be the head custodian of that building that day.
During the months when the groundskeeper is scheduled to work outside, the Principal will call the groundskeeper to open the building, then the groundskeeper will return to his regular duties, and the principal will call, in order of system seniority, a contracted general custodian to sub for the head custodian that day. If no general custodian is available or willing to sub, then contracted sweeper cleaners, in order of system seniority, will be called. If no contracted custodian is able to sub, then a non-contract sub can be used.

- c. Head custodians shall make an interior and exterior building check not later than mid-day Sunday. Head custodians will not be required to make building checks on contractual or mandated holidays when school is not in session or when they are on vacation. If such holiday falls on a weekend, the building check will be made on the non-holiday. Head Custodian will be paid \$350 each year for weekend building checks.
- d. Rentals
 - 1. One person from the custodial staff is to be present during all rentals.
 - 2. Rentals are for only fifty (50) minutes of the ending hour, and must be gone from the building thirty (30) minutes before the building closes.
- e. One person from the custodial staff is to be present during each school related function, (e.g. school athletic contests, school plays, school dances) and they will be paid their regular rate of pay, including overtime if applicable.
If more than one custodian is needed to work such a function, the administration will pay any additional custodians at their current pay rate. When a school related function is held on a day when no custodian is scheduled to work, (e.g. weekends and holidays) the contracted custodial staff members in that building will be offered the hours on a rotating basis. Rotation lists will be based on seniority that is defined by the date of hire as a contracted custodian in the Poland Schools.
When a school related function is held on a school day or a day when a custodian or custodians are normally scheduled to work, the administration may opt to change the work hours of contracted custodians so as not to incur overtime, as per past practice.
- f. Buildings should be unlocked, locked, and secured daily at a time specified by each building prior to each school year for security of the building and safety of all employees. The times will be provided to the custodians and the secretaries prior to each school year by the building principal.
- g. An annual stipend of \$1,200 will be paid to the High School Head Custodian for duties related to the high school stadium.
An annual stipend of \$600 will be paid to the Middle School Head Custodian for duties related to the middle school stadium.

11.4 MISCELLANEOUS.

- a. **Newly-Hired.** Newly hired bargaining unit employees shall be placed no higher than step "0" on the appropriate salary schedule.
- b. **Work Year.** All twelve month employees shall have a work year of 260 days and their hours shall be 2080 hrs. per year. Any days or hours in excess shall be paid additionally.

- c. **Disciplinary Procedures.** All disciplinary actions, interviews, verbal and/or oral reprimands affecting bargaining unit members shall be administered in private. Serious disciplinary actions shall be reduced to writing with a copy to the employee and shall be subject to the grievance procedure. No employee shall be disciplined without just cause and due process. Letters of reprimand/ commendation shall be removed from the employee's personnel file after five (5) years from their anniversary date, provided there has been no repeat of the same or similar offense during that period.
- d. All employees will be notified of re-employment by April 30th.
- e. **Paid Lunch Hour.** All employees who work 6 1/2 hrs. or more each day shall receive a one-half (1/2) hour paid lunch. They shall turn in 6 1/2 hrs. which shall include the one-half (1/2) hour for lunch.
- f. Contracts will be granted to all hourly employees (except student custodians) with an hourly rate indicated. The Board has the right to change the number of hours worked by hourly personnel and the right to lay off personnel.
- g. **Emergency Reporting Allowance.** An emergency allowance shall be paid to an employee under these circumstances:
 - 1. If an employee is scheduled or notified to report for work in an emergency, he/she shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half (1 1/2) his/her regular rate of pay.
- h. **Regular Classified Employees.** All contracted bargaining unit classifications and positions shall be filled by regular classified employees.
- i. **Performance of Work.** All bargaining unit work shall be done by bargaining unit employees.
- j. **Federal/State Programs and Student Employees.** The Board shall not employ any students under any secondary school or college work study program or any state or federally funded work experience program in any position that would replace any employee in the bargaining unit.
- k. **Travel Allowance.** Employees who are assigned daily duties in more than one building and who must travel between buildings shall be reimbursed the current IRS cents per mile, provided proper documentation is completed by the employee. Any contracted employee, when using their own vehicle for school business, shall also be compensated at the current IRS cents per mile.
- l. No bargaining unit employee shall be required to take calls at home regarding absences of employees or scheduling of substitutes during

non-duty hours, nor shall they be required to find or call substitutes during their non-duty hours. Custodians, monitors, paraprofessionals and secretaries will call off to their designated administrator. Transportation personnel will call off to the Transportation Coordinator. Cafeteria employees will call off to the Food Service Director or Food Service Director's secretary. This provision does not apply to persons whose duties specifically cite call of subs.

1. Monitors shall be given the opportunity to substitute for another monitor in their own building. Monitors will be asked to fill in, by order of system seniority, to move up and work the absent monitor's job and work hours. They will be paid at their current hourly rate for all hours worked. Secretaries, upon approval by the building principal, may call monitors who are qualified to substitute for them. That monitor will work the secretary's hours at their (the monitor's) current hourly rate for all hours worked.
- m. No bargaining unit employee shall be required to give medications. This does not include listing names of students, date, times and medications taken.
- n. The Board of Education shall pay the cost for all required physicals or testing which are required of an employee as a condition of employment or continuation.
1. **Tuberculosis Tests.** Ohio Revised code requires all employees to have a tuberculosis examination on file within ninety (90) days of initial employment with such examination to be paid for by the Board.
 2. **Other Immunizations.** The Board shall pay \$200.00 toward any other immunizations it requires of its contractual certified employees in the course of their employment in this district as determined by the management, provided said immunizations are not covered by the district's insurances and provided the employee presents a written receipt indicating payment was made for up to \$200.00 or in excess thereof, written thirty (30) days after being required to obtain said immunizations(s).
- o. This contract expresses the complete and entire agreement between the parties and replaces all prior agreements. This agreement may be added to, deleted from or otherwise changed only by an amendment mutually agreed to, reduced to writing and adopted by each party.
- p. **Spring Sports.** A one (1) day advance notice shall be given to the custodial staff for all rescheduled spring sports events.
- q. **Tobacco Free Environment.** All Poland School facilities and vehicles are designated smoke/tobacco free. Therefore, there will be no smoking/use of tobacco in school facilities or in school vehicles.

- r. The District shall pay for BCI-FBI background checks and fingerprinting for all non-certified employees of The Poland Schools.

ARTICLE XII ECONOMIC AGREEMENTS

12.1 VACATIONS.

- a. Vacation schedule for eleven (11) and twelve (12) month employees shall be:
 - 1. Two (2) weeks after one (1) year.
 - 2. Three (3) weeks after six (6) years.
 - 3. Four (4) weeks after eleven (11) years.
- b. A minimum of eleven months employment in a year is required to qualify for a paid vacation period. When an employee changes classification so that a vacation becomes in order (i.e. an employee moves from nine (9) or ten (10) months to eleven (11) or twelve (12) months service annually), the anniversary date for vacation computation shall begin on the date when the new service begins as nine (9) and ten (10) month personnel are not eligible for vacation, and is prorated for partial years, starting when new service begins.
- c. Vacations shall be granted to employees within a classification in a building on the basis of seniority. The employee with the greatest seniority shall have preference. All vacation time requested is subject to final approval by the administration.
- d. Groundskeeper/Head Custodians with more than two (2) weeks may take the other week or weeks of vacation between November and March 1st contingent upon availability of groundskeeper /custodian as replacement.

12.2 PAID HOLIDAYS.

- a. See salary schedules contained herein for listing of paid holidays for each job classification. (Note, however, that all employees will be off on President's Day and Good Friday, when schools are not in session).
- b. **Holiday Pay.** The Board shall pay all classified employees time and one-half (1-1/2) in addition to their regular rate of pay when they are required to work on a holiday.
- c. Should such holiday occur on a Saturday, the preceding Friday shall be observed as the paid holiday.
- d. Should a holiday occur on a Sunday, the following Monday shall be observed as the paid holiday.

12.3 TERM LIFE INSURANCE

- a. During this contract, all bargaining unit employees shall have term life insurance @ \$25,000.00 with the cost to be paid by the Board.

12.4 MAJOR MEDICAL/HOSPITALIZATION/PRESCRIPTION DRUG/DENTAL/VISION

*****PER ATTACHED MEMORANDUM OF UNDERSTANDING, there will be no change in our medical plan until August 31, 2008.** The memorandum of understanding verifies that O.A.P.S.E. will maintain the current hospitalization/major medical and RX plan for the term of September 1, 2007 through August 31, 2008 with no change in premium co-pay. However, effective September 1, 2008, the new low deductible medical plan with a 5% premium co-pay will go into effect. Both medical plans are also attached.

- a. **Category 1.** Forty (40) hour employees shall be provided hospitalization/major medical, (E, EC, ES, ESC) at 5% employee premium share, and prescription drug insurance, single or family, at Board expense. In lieu of vision, each forty (40) hour employee will receive \$275.00 payable in the first paycheck in December each year of this contract. In lieu of dental coverage for FTE 40 hr. employees, 17¢ per hour is included in all non-certified salary schedules.
- b. **Category 2.** Employees hired before July 1, 1990 whose contract are for less than forty (40) hours per week but equal to or greater than twenty (20) hours per week shall be provided hospitalization/major medical, single coverage only, at 5% employee premium share, and prescription drug insurance, single coverage only, at Board expense.
- c. **Category 3.** Employees hired after July 1, 1990 whose contracts are for less than forty (40) hours per week but equal to or greater than twenty (20) hours per week shall be provided hospitalization/major medical, single coverage only, at 5% employee premium share.
- d. **Category 4.** Employees hired before July 1, 1990, whose contracts are for less than twenty (20) hours per week, shall be provided Board paid prescription drug insurance, single coverage only. Effective July 1, 1990, all newly hired employees in Category 4 shall receive no paid benefits other than retirement, worker's compensation, unemployment compensation and term life insurance.
- e. **Purchase of coverage** All employees working less than forty (40) hours per week may purchase family coverage in either plan at their own expense. All classifications of employees have the option of purchasing any coverage at their own expense, provided they qualify with the carrier. All employees in Category 2, hired before July 1, 1990, who pay the difference in premium cost for family coverage hospitalization and/or prescription drug for a full twelve (12) month policy year shall have the

family plan paid by the Board in this contract year and in all succeeding contract years of the labor contract agreement at 5% employee premium share.

- f. **Enrollment.** Employees qualifying can enroll only during the annual open enrollment period from September 1st through September 30th. New qualifying employees hired after September 30th must enroll within 30 days from the start of employment or wait until the next open enrollment period. The only exceptions are for a qualifying COBRA event.
- g. **Current Levels.** All benefits shall remain at agreed upon levels or improved benefit levels for the duration of this agreement. (See pages at the end of this contract re: Major Medical/Hospitalization and Prescription Drug benefits).
- h. The Board shall require all insurance carriers to have a toll-free number.
- i. All employee premiums shall be paid with pre-tax dollars and will be taken out of the first pay of each month.
- j. **Premium Holiday** When the Board receives a premium holiday from their insurance carrier or provider, all employees required to pay a premium percentage (%) will not have to make such payment at that time. The Board will provide the Union with all documentation concerning premium holidays, at their request within three (3) working days.

12.5 **SEVERANCE.** Employees retiring under Section 3307.28/3307.43 of the Ohio Revised Code shall be granted a lump sum payment for a portion of the value of their accrued, unused, sick leave. Such payment shall be made only once to any employee and payment shall be considered to eliminate all sick leave credit accrued by the employee. Payment is to be made according to the benefit formula contained in this section and shall be made within 120 days of the date of retirement. The specific eligibility criteria are:

- a. The individual must retire in accordance with ORC 3307.28/3307.43 (i.e. service or disability retirement.)
- b. The individual must have completed not less than ten (10) years of service with this school district, this state or any of its political subdivisions. Years to be defined in accordance with state statute.
- c. The individual must be eligible for service or disability retirement as of the last date of employment with the Poland School District.
- d. The individual must prove acceptance into the retirement system prior to the Board's issuance of the severance check.
- e. The severance benefit will be calculated on the following formula:
10 or more years of service – 1/3 of the number of accrued sick days, not to exceed 63 days times the per diem rate.

12.6 OVERTIME

- a. Regular Overtime . The Board shall pay for overtime worked at the rate of time and one-half (1 ½) for all hours over eight worked on any day or over forty (40) hours in any week.
- b. Computing Overtime . When computing overtime, sick leave, approved leaves and holidays shall count as hours worked.
- c. Call-Out Pay. An Employee called out shall be guaranteed a minimum two (2) hours pay for all overtime and shall be compensated at the rate of time and one- half (1 ½) his/her regular rate of pay.
- d. Holiday Work. Holidays shall be paid at time and one-half (1 ½) for all hours worked in addition to holiday pay.
- e. Compensatory Time. Employees may request to take compensatory time in lieu of overtime pay at their option. Such compensatory time shall be granted at time and one-half (1 ½) for all hours worked and be granted within the same pay period or at another time mutually agreed upon.
- f. Subbing Hours. When subbing for an absent employee according to the procedures in the Operating Agreement, contracted employees may not work more than 8 hours per day or 40 hours per week, whether working a single position or a combination of positions. This provision is applicable to all non-certified contracted personnel.

12.7 LONGEVITY. All regular classified personnel following the completion of fifteen (15) years of service in the Poland Schools shall receive a service credit increment of \$275.00, completing twenty (20) years of service shall receive \$375.00 and completing twenty-five (25) years of service shall receive \$475.00. To be paid in a lump sum the first pay of December.

12.8 SALARY ADJUSTMENTS.

During said contract years 2011-12 and 2012-13 there shall be no salary increases, meaning there will be no change in base salaries and no person shall move up on the steps of the salary schedule.

The two years of the new agreement, 2011-13, will not count as years of service for any future step increase, but will count as years of service for all other purposes.

Current contract medical language shall continue in this new agreement.

Pay schedules shall continue to include .20 per hour in lieu of dental insurance plus continuation of .7% SERS pickup.

Employees shall have the option of electronic deposit of pay beginning with the 2007-2008 contract year. All new hires after September 1, 2007 will be required to have electronic direct deposit.

- a. **Salary Increment Anniversary Date.** The anniversary date for salary schedule increments shall be August 1. Six months of employment shall be considered one year of service for salary purposes.
- b. Pay dates shall be twenty six (26) each contract year as determined by the Treasurer. Each contract person shall receive his full contract salary each contract year.
- c. **Calamity Days Wages.** If it is necessary for the district to make up calamity days in excess of the State mandated maximum allowable, then contractual members of the bargaining unit will be paid only their contract amount as due per the contract for that school year, (i.e. such make-up days do not warrant any additional pay as there is a specified contractual amount to be rendered for a specified number of days per contract).

Any employees required to work during a calamity day when schools are closed to students, shall be compensated their regular rate of pay for all hours worked during such emergency in addition to Calamity Day Pay.

ARTICLE XIII DURATION

- 13.1 This agreement shall be effective from September 1, 2011 until 11:59 p.m. August 31, 2013 and supersedes all prior agreements.

In the event that the PEA or the administration receive a better wage or health care package than what has been negotiated by OAPSE Local 360, then the members of OAPSE Local 360 shall receive the same.

- 13.2 This agreement represents the full and complete understanding between the parties and replaces all prior agreements. This agreement made and entered into by and between the Poland Board of Education, hereinafter called the Board and the Ohio Association of Public School Employees Local #360, AFSCME/AFL-CIO, hereinafter called the Association, for and on behalf of the employees in the bargaining unit set forth in Article 1 of this agreement.