

STATE EMPLOYMENT
RELATIONS BOARD

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MASTER AGREEMENT

between the

GREEN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

and the

GREEN LOCAL ASSOCIATION of
SCHOOL SUPPORT

JUNE 30, 2011 – JUNE 29, 2014



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ARTICLE I. RECOGNITION

- 1.01 The Green Local School District Board of Education, hereinafter termed the "Board", and the Green Local Association of School Support/OEA/NEA, hereinafter termed "GLASS" or the "Association", recognize the responsibilities to each other to the community for negotiating in good faith in order to reach agreements which are mutually satisfactory.
- 1.02 The Board recognizes that the school support staff performs a valuable service. It further recognizes that free and open exchange of views between employees, the Superintendent, and the Board is desirable.
- 1.03 The Association recognizes and agrees that the functions, rights, powers, responsibilities, and authority of the Board in regard to the management of the workforce and the operation of the District shall remain exclusively those of the Board except as they affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.
- 1.04 The Board recognizes the Association as the sole and exclusive agent for all Aides, Bus Drivers, Monitors, Secretaries, Library/Technology Technicians, Mail Couriers, Payroll Office Aide, and Accounts Payable Clerks.
- 1.05 Excluded from the bargaining unit are the Superintendent's secretary, the Assistant Treasurer's secretary, the Business Manager's Secretary, the Payroll Coordinator, the EMIS Coordinator, and the Treasurer's secretary.
- 1.06 The parties agree that they will not discriminate with regard to any term or condition of employment on the basis of race, religion, color, ancestry, national origin, sex, age, or handicap, or on account of membership or non-membership in the Association.
- 1.07 The Union shall notify the district, in writing, of the current officers by October 1 of each year.

ARTICLE II. NEGOTIATIONS PROCEDURE AND ASSOCIATION RIGHTS

2.01 NEGOTIATORS

It shall be the sole prerogative of the individual parties to determine the structure, roles and/or representatives of their team; however, each team shall have no more than six (6) members taking part in negotiations.

2.02 SUBMISSION OF ISSUES

The Board and the Association agree to open negotiations at least seventy-five (75) days prior to the expiration of the Contract. Negotiations shall open no sooner than fifteen (15) days and no later than twenty (20) days following the notification of either party of their desire to open negotiations.

2.03 NEGOTIATIONS MEETING

- A. At the first meeting, both parties shall exchange the actual proposals to be negotiated. The combined list shall form the basis of an agenda for subsequent meetings. New items shall be added by mutual agreement.
- B. In order to prepare intelligent proposals and counter proposals, relevant public data and supporting information may be requested by the respective parties. Both parties agree to provide this information, when requested, within a reasonable length of time at no cost to the other party. Both parties, in good faith, will seriously consider and respond to the proposals and counter proposals of the other party.
- C. Consultants may be used if deemed advisable by either party.
- D. During negotiations, the parties agree that all negotiations shall be conducted in private. No news releases shall be made unless by mutual agreement. Interim reports of progress may be made by the Association to its members and by the Board representatives to the Board.
- E. Negotiation sessions shall last for a maximum of three (3) hours in length. This time limit may be extended or reduced by mutual agreement.
- F. Upon proper notification, either party may call for a caucus. Caucus time shall be limited to thirty (30) minutes. The time limit may be extended by mutual agreement.
- G. Both parties come to the table cloaked with the necessary authority to reach tentative agreements. When tentative agreement has been reached, it shall be initialed by the chief spokesperson of the parties. When all items have been tentatively agreed to, they shall comprise a tentative settlement that shall be considered for ratification by the Association and for adoption by the Board.

2.04 AGREEMENT

- A. When a tentative agreement is reached, it shall be reduced to writing and submitted for ratification to the Association at a regular or special meeting. When ratified by the Association, the tentative settlement will be submitted to the Board for ratification at a regular or special meeting.

- B. As long as the Board upholds the provisions of this Agreement, the Association hereby agrees to initiate no work stoppage.
- C. As long as the Association upholds the provisions of this Agreement, the Board policy agrees to initiate no lockout.
- D. If agreement has not been reached within sixty (60) calendar days after the initial meeting, or a mutually agreed upon date, either party may request the services of the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching an agreement. The mediator shall have no authority to bind either party to an agreement. This shall be the parties' mutually agreed to alternative dispute procedure under Ohio Revised Code Section 4117.14(F), except the Association does retain the right to strike by following the procedures outlined in ORC 4417.
- E. The typing and formatting of the Agreement shall be the responsibility of the Association, and the cost of printing the Agreement shall be the responsibility of the Board.

2.05 ASSOCIATION RIGHTS

- A. Rights and privileges provided in this Section shall be exclusively granted to the Association as the sole and exclusive bargaining agent.

- B. Bulletin Board

The Association shall have access to building bulletin boards in each building and may post notices and information thereon.

- C. Facilities

The Association and/or its representatives shall have the right to use the school buildings for meetings and equipment without rental charge.

- D. Mail System

The Association shall have, without charge, use of the Interschool Mail System and e-mail for communications to members.

- E. Representation

The Association shall have the right to have its representatives contact employees and make school visitations during the workday by observing normal check-in procedures through the Principal's Office. Such contact shall not interfere with the employee's work. If the Association representative wants to confer with an Administrator, the Superintendent's office will be notified in advance.

F. Minutes

The Board agrees to provide the Association with one (1) copy of the agenda and any addenda prior to each Board meeting.

2.06 MANAGEMENT RIGHTS

The Union recognizes that except as otherwise limited in this agreement, the Board has a sole and an exclusive right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of government operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the workforce;
- G. Determine the overall mission of the employer as a unit of government;
- H. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE III. GRIEVANCE PROCEDURE

3.01 DEFINITIONS

A Grievance shall be considered any question where an employee or GLASS feels there has been an alleged misinterpretation or misapplication of the Contract between the parties to the Contract.

Time limits in days under each level shall be counted as workdays. Workday shall be defined as a day the employee is actually at work. The number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process.

3.02 INFORMAL PROCEDURE

Within twenty (20) workdays of the time an employee knows, or reasonably should have known a grievance exists the employee shall first discuss it with the Immediate Supervisor in an effort to informally resolve the problem. The employee is encouraged to resolve the problem with the Immediate Supervisor.

3.03 FORMAL PROCEDURE

A. LEVEL I

If the grievance cannot be settled by the informal procedure, the employee shall provide a written grievance on a standard form within five (5) workdays after failure to resolve the grievance informally. A copy will be given to the Immediate Supervisor (Level I) or the Director of Operations (Level II – in the event the matter is beyond the jurisdiction of the Immediate Supervisor).

The Immediate Supervisor, within five (5) workdays, or the Director of Operations, within five (5) workdays, shall set up a meeting after presentation of the written grievance. All official replies will be placed on the original grievance.

The meeting on the written grievance shall include the Immediate Supervisor, the staff member filing the written grievance, and may include an Association Representative.

The Immediate Supervisor, after the meeting, shall make his/her decision known in writing within five (5) workdays. Copies of this decision should be sent to the Employee, Association President, the Association Representative present at the meeting, the Superintendent, and the file for formal grievances kept in the Treasurer's office.

B. LEVEL II

In the event a satisfactory settlement has not been reached, or the matter is beyond the jurisdiction of the Immediate Supervisor, the written grievance shall be submitted to the Director of Operations and a conference set which would be mutually agreed upon, within five (5) workdays.

The meeting on the written grievance shall include the Director of Operations, the supervisor, and/or another administrator, the employee filing the written grievance, and may include an Association Representative(s). The attendance of the supervisor and/or another administrator shall not be grounds for delaying the hearing.

The Director of Operations shall submit a written reply to the employee, the Association President, and Representative, within seven (7) workdays.

C. LEVEL III

In the event a satisfactory settlement has not been reached, or the matter is beyond the jurisdiction of the Director of Operations, the written grievance shall be submitted to the Superintendent or designee, and a conference set which would be mutually agreed upon, within five (5) workdays.

The meeting on the written grievance shall include the Superintendent, the supervisor, and/or another administrator, the employee filing the written grievance, and may include an Association Representative(s). The attendance of the supervisor and/or another administrator shall not be grounds for delaying the hearing.

The Superintendent shall submit a written reply to the employee, the Association President, and Representative, within seven (7) workdays.

D. LEVEL IV – Mediation

If after receiving the answer at Level III the employee remains aggrieved, the Association shall, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) working days from the receipt of the answer given at Level III. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but no later than thirty (30) days from the filing of the request for mediation. If the mediation process is not successful or is not initiated, and the employee remains aggrieved, the Association may proceed to Level V.

E. LEVEL V

If GLASS is not satisfied with the decision at Level IV, the Association may request in writing, by serving the same on the Superintendent or the Superintendent's designated representative, within fifteen (15) workdays after receipt of the Level IV decision, a hearing by an arbitrator. The arbitrator will be selected by mutual agreement of representatives of the parties. If agreement cannot be reached within ten (10) workdays of the filing of the request for a hearing, either party or the parties jointly may petition the American Arbitration Association for a list of arbitrators from which selection shall be made in accordance with its Voluntary Rules. Either party may request a second list. All arbitrator fees and expenses shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party, unless otherwise specifically ordered by the American Arbitration Association or the arbitrator. The decision of the arbitrator shall be final and binding upon the parties hereto. The arbitrator shall not have the power to add to, or subtract from, or modify any of the terms of this Agreement.

3.04 ADDITIONAL PROVISIONS

- A. In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last workday of the school term, should it be necessary to pursue the grievance in all levels of the appeal, then said grievance shall be resolved in the new school term in September under the terms of this Agreement.
- B. When it is necessary at Level IV or V for a representative (s), designated by GLASS, to attend a meeting or hearing called during the school day, they shall be released without loss of pay for such time as attendance is required at such meeting or hearing.
- C. Association and Administrative Representatives may be present at all steps of the grievance procedure.
- D. Every effort shall be made by the parties to hold grievance meetings at a time mutually agreeable to the parties but in no event later than thirty (30) minutes after the close of the grievant's workday.

If a hearing is held during the grievant's or representative's workday, the employee shall remain in work/pay status during the hearing.

- E. In the event an employee is absent in excess of 30 workdays, the employee shall notify the GLASS president. Upon receipt of the notice the President shall notify the employee and the Superintendent that the days in the grievance procedure are henceforth tolling and workday shall be interpreted as "scheduled work" day for the grievance of the absent employee.
- F. Every effort shall be made by the parties to this Master Contract to preserve the confidentiality of all records, documents, and information pertaining to the alleged grievances.

ARTICLE IV. LEAVES/REDUCTION IN FORCE

4.01 SICK LEAVE

- A. Sick Leave shall cover absences due to an employee's injury, pregnancy, illness, or exposure to contagious disease which could be communicated to other employees or students, and to absences due to illness, injury, or death in the employee's immediate family. The term "immediate family" includes: father, mother, husband, wife, child, sister, brother, grandparents, and in-laws bearing any of these relationships, and other persons who are a permanent resident of the household. Absence due to illness or death in the family of "other relatives" not permanent residents of the household come under "Personal Leave", Section 4.07. The employee may be required to submit a written statement on forms prescribed by the Board to justify the use of Sick Leave.
- B. Each employee shall be entitled to fifteen (15) days Sick Leave per contract year in accordance with Ohio Revised Code Section 3319.141; and shall be credited at the rate of one and one-fourth (1 ¼) days per month. Unused Sick Leave shall be accumulated up to three hundred ten (310) days maximum. The previously accumulated Sick Leave of an employee who has been separated from service in the Green Local School District shall be placed to his/her credit upon reemployment.
- C. If an employee increases or decreased his/her hours per day, the days previously earned will be pro-rated to the new hours per day. Example: a six (6) hour per day person transfers to a three (3) hour per day position. If he has 20 days accumulated at the time of transfer, that person would then have 40 [three (3) hour] days accumulated sick leave. The opposite would hold if the person transferred from a three (3) hour position to a six (6) hour position.
- D. Reason for absence shall be given on all sick leave forms.
- E. Falsification of a sick leave statement by an employee is grounds for disciplinary action up to and including termination of employment.

4.02 ASSAULT LEAVE

- A. Any employee absent from duty because of an injury due to an assault occurring while in the performance of his/her job duties, and/or by any school age student(s), or by a person acting on the student's behalf, shall not be charged with the use of employee's Sick Leave for the period the employee is unable to perform his/her job duties up to a maximum of sixty-five (65) school days. While on Assault Leave, the employee will be entitled to receive full compensation and benefits.

- B. An employee using Assault Leave shall subrogate his/her right to recovery of compensation paid by the Board of Education.
- C. To qualify for Assault Leave, the Board may required the employee to present or have presented a doctor's statement that he/she cannot perform his/her duties.
- D. Should the required leave extend beyond sixty-five (65) school days, the employee may be required to file a claim with the Ohio Bureau of Workers' Compensation and may be placed on Sick Leave.

4.03 FUNERAL LEAVE

Funeral Leave may be granted in accordance with the provisions of Section 4.01.

4.04 PARENTAL LEAVE

- A. An employee who is pregnant or adopting a child less than six (6) years of age shall be granted a leave of absence without pay for maternity reasons, unless previously informed by the Superintendent that the employee's contract will not be renewed or that the employee's employment will be terminated at the end of the current work year.

If possible, such leave will begin at the nearest semester break between commencement of pregnancy and the birth of the child; or, in the case of adoption, the receipt of custody; and shall last at least one (1) semester.

Such leave may be for the remainder of the current semester and the following semester.

- B. Notification of such leave will be filed with the Superintendent's Office at least sixty (60) calendar days prior to the beginning of the requested leave. Notification shall contain the beginning and ending dates of the leave. The employee's failure to make a timely application due to physical conditions shall not be grounds for denying the approval of Maternity Leave.

At the expiration of Maternity Leave, the employee shall be entitled to reinstatement to the same position which was held prior to the leave or, if the position is no longer available, to an equivalent position which the employee holds valid, unexpired certification or is otherwise qualified.

- C. Any bargaining unit member who is pregnant may elect to use her accumulated sick leave in her period of disability. Leave will be granted for a reasonable length of time [six (6) weeks]. Extended sick leave will be granted by the Superintendent or designee as determined by the attending physician upon receipt of a medical certificate.

4.05 JURY DUTY LEAVE

The Board shall pay an employee's normal salary for days served on jury duty. The employee shall endorse to the Board any payments received for serving on jury duty.

4.06 MILITARY LEAVE

Military Leave will be in accordance with Ohio Revised Code Section 3319.14.

4.07 PERSONAL LEAVE

Three (3) days of non-cumulative leave may be used during each school year. Application for use of Personal Leave shall be made on a Personal Leave Request Form, to be approved in writing by the Superintendent/designee except in the case of an emergency. The number of bus drivers taking such leave shall not exceed two (2) on any one (1) day. Personal Leave will not be used immediately preceding or following the employee's scheduled non-attendance days (i.e. school holiday, school vacation period, spring break, summer recess, etc.) unless an emergency exists and is approved by the Superintendent/designee. The form used for personal leave requests will be developed by the Administration provided it does not conflict with the GLASS contract language. Personal leave forms should be submitted at least 5 days in advance except in case of an emergency.

4.08 UNION LEAVE DAYS

The Board will grant up to a maximum of three (3) total days annually to GLASS to conduct Union business. During the year of contract negotiations the Board will grant up to a maximum of ten (10) days of release to conduct Union business.

4.09 REDUCTION IN FORCE

A. When, by reason of decreased enrollment of pupils, school building closure as the result of realignment of school building, elimination of programs, lack of funds, return to duty of employees after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, it becomes necessary to reduce the number of employees in the bargaining unit, the employees affected shall be reduced on the basis of seniority.

B. Seniority shall be deemed as the length of continuous regular employment with the Green Local Association of School Support bargaining unit.

C. Classification Groups

For purposes of Reduction in Force/Recall, there shall be two (2) classification groups:

- Group 1Bus Drivers
- Group 2Support Staff I, II, & III

- D. The Superintendent shall post a Seniority List showing length of continuous regular employment within the bargaining unit of each employee, which list shall be compiled and posted at least once each semester or at such other and additional times as determined by the Superintendent. Ties in seniority shall be broken by lottery with an Association representative present and shall be conducted by October 1st of each school year. Any ties that occur due to new hires during the school year shall be determined within thirty (30) days of the hire date(s).
- E. All employees affected by layoffs that will become effective August 1st for the succeeding school year shall be placed on a Recall List order of seniority. While on the Recall List, employees are required to report their availability for the Substitute List, and shall be given preference in providing substitute services.
- F.
1. An employee who had his/her position eliminated may bump an employee with less seniority within his/her classification group or from another classification group of equal or fewer hours provided the employee possesses verifiable credentials, (i.e. license, certification, prior work experience) for the position. Bumping must occur within five (5) workdays after receipt of the notice to layoff, unless agreed to otherwise between the Board and GLASS.
 2. An employee who bumps to another classification group shall be subject to a twelve (12) month adjustment period starting with his/her first workday in which the employee shall be evaluated in accordance with the evaluation procedure of 5.01(D). If an employee's performance is not satisfactory, the employee may be laid off without right to grieve. In the event of layoff after the adjustment period, the employee shall not have further bumping rights but shall be placed on the recall list in his/her proper seniority order.
 3. An employee who has exercised bumping rights and determines the position is not satisfactory may notify management and be placed on layoff/recall at any time. The employee shall not have further bumping rights.
- G. Employees shall remain on the Recall List for twenty-five months from the date of layoff. Upon receipt of a notice of recall to a position in which the employee possesses verifiable credentials, the employee must notify the Superintendent/designee within five (5) workdays of his/her intent to accept the recall or the individual forfeits his/her recall rights. Employees who fail to report for work within ten (10) workdays after receipt of the notice of recall shall lose their recall rights and shall be considered as having waived his/her recall rights. The number of days may be extended by the Superintendent or designee upon the request of the employee.

Notice of recall shall be through certified mail to the last known address for the individual. It is the employee's responsibility to update the address the District has on file.

H. No new employees will be hired for a bargaining unit position until the recall procedure in Paragraph G is completed.

I. Vacant positions that occur while laid off employees are on the recall list shall first be offered to employed members of the bargaining unit unless such position would be an additional position to the employed bargaining unit member's workday. If there is no employed bargaining unit member eligible for the vacant position, then the position shall be filled in accordance with Paragraph G. above.

J. Kindergarten Exception

In the event the district institutes full day kindergarten and it is determined that full day kindergarten does not necessitate aides, the Board may institute a reduction in force of kindergarten aides utilizing the procedures in Section 4.09 of this contract.

K. Single Student Aide Exception

In the event an aide is employed for a single student, and the student leaves the district or the student's IEP no longer requires the aide, the aide may be subject to a reduction in force in accordance with the procedures in Section 4.09 of this contract.

4.10 DONATION OF SICK LEAVE

A. If a member of the bargaining unit is currently absent for thirty (30) consecutive days or more due to a catastrophic illness or injury of the employee, his/her spouse or minor child, and has exhausted all of his/her accumulated Sick Leave, another bargaining unit member may donate up to five (5) days of his/her accumulated Sick Leave to the absent employee per school year. The requirement of thirty (30) consecutive days' absence may be waived in extraordinary circumstances at the discretion of the Superintendent/designee.

B. Upon request, an employee may receive up to an aggregate of thirty (30) days of donated sick leave days in any one school year, not to exceed two consecutive years. After two consecutive years, the employee will be encouraged to apply for disability retirement.

C. The Superintendent/designee shall notify the Association President that a request has been received for the donation of sick leave. The President shall then notify the membership of the request for sick leave days.

- D. Donation of Sick Leave days shall be initiated by an employee on a form furnished by the Treasurer, no later than the pay period within which the Sick Leave of the absent employee is exhausted.
- E. Donated Sick Leave shall be added to the accumulated sick leave of the absent employee and deducted from the donating employee.

4.11 SHORT TERM ADOPTION LEAVE

A member of the bargaining unit may take up to ten (10) workdays of paid leave for the adoption of a child under six (6) years of age. Such a leave will be deducted from the member's accumulated sick leave. In addition to these ten (10) days, the member may request, and will be granted upon request, ten (10) additional days of Adoption Leave without pay. Additional days (without pay) beyond these twenty (20) days may be requested of the Superintendent and may be granted at his/her discretion in accordance with the Leave of Absence provisions of this Agreement.

ARTICLE V. WORKING CONDITIONS

5.01 EVALUATION/APPRaisal

- A. All employees shall be evaluated at least once every two years.
- B. The employee shall be given a completed formal evaluation on Appendix F or G, as applicable. The employee shall have the right to make a written response to the evaluation and have it attached to the evaluation report which will be placed in the employee's personnel file. The final copy to be placed in the employee's personnel file shall be signed by both parties. The employee's signature should not be construed as evidence that the employee agrees with the evaluation report.
- C. At any meeting where an employee's performance evaluation is discussed, the employee shall have the right to representation.
- D. Any employee whose performance has been found to be deficient to the extent that a recommendation of termination or non-renewal is a possibility will be so advised in writing with specific recommendations for improvement and a reasonable time, defined as sixty (60) days, in which to improve. Said employee will be subject to a second evaluation at the end of sixty (60) days.
- E. In the event the evaluation instrument needs revision between contract years, a committee of support staff and administrators will meet to study the instrument. GLASS will appoint five (5) members and the administration will appoint five (5). If the committee reaches consensus on desired changes, the changes will be presented to the Superintendent and the GLASS President for further action.

5.02 DISCIPLINE/DISCHARGE

- A. No employee shall be disciplined without just cause.
- B. Disciplinary action shall be administered on a progressive basis set forth as follows:
 - 1. On the occasion of the first violation, the supervisor shall take the following action: Meet with the employee to discuss the matter; inform the employee of the nature of the problem and the action necessary to correct it; and inform the employee of the ramifications should another violation occur.
 - 2. Should a second violation occur, the supervisor shall hold a second meeting with the employee at which time disciplinary action may be taken up to and including a written reprimand. The supervisor shall warn the employee that a third violation will result in more severe disciplinary action. If a written reprimand was issued, a copy shall be forwarded to the Superintendent's Office.
 - 3.
 - a. Should additional violations occur, the supervisor shall take progressive disciplinary action as follows: Issue another written reprimand or recommend a suspension without pay for up to three (3) working days.
 - b. If is recommended, the supervisor shall prepare and forward to the Superintendent's Office a written report describing the violation and summarizing the action recommended and its justification.
 - 4. In cases involving serious misconduct, the supervisor may immediately suspend the employee with pay, pending a hearing with the Superintendent.
 - 5. Subsequent violations for the same offense shall be subject to further discipline up to and including termination. Examples of reasons for termination are as follows: fighting; destruction of property; falsification of records; consumption of alcoholic beverages or controlled substances which influence the performance of work by the employees; willfully endangering a child, a bus driver becoming uninsurable with the district's insurance carrier.

C. Due Process

Before an employee may be suspended without pay, terminated, reduced or transferred for disciplinary reasons, the following procedure shall be followed:

1. The employee shall have the right to a preliminary hearing to be conducted by the Superintendent. This preliminary hearing shall be informal and shall not be an evidentiary hearing. The employee shall have not less than forty-eight (48) hours written notice of the time and place of the preliminary hearing, which notice shall state the nature of the charges against him/her. Failure of the employee to attend at the time and place indicated in the notice shall be deemed to be a waiver by the employee of his/her right to such hearing. Any notices, copies of orders or recommendations required under this Section 5.02 may be served upon the employee in person, by certified or registered mail (with return receipt), or such other means which will afford the employee reasonable notice thereof.
2. At the preliminary hearing, the employee or his/her representative shall be given the opportunity to respond by way of explanation or defense.
3. Following the hearing, the Superintendent may conduct a further investigation concerning all matters that may have been raised during the hearing or have otherwise come to his/her attention.
4. If further investigation indicated information which will affect the Superintendent's decision, the employee will be advised of such additional information and may meet with the Superintendent to offer a rebuttal prior to the Superintendent rendering his/her decision.
5. The employee shall be notified in writing of any action taken.
6. The employee may be accompanied by a representative of his/her choice at any disciplinary meeting.

D. Appeal

1. An employee who has been recommended by the Superintendent to be terminated, or suspended without pay, or to receive a disciplinary transfer or reduction which results in economic loss to the employee, may appeal to the Board by filing a written notice with the Treasurer within ten (10) days of the disciplinary action. All other appeals of discipline shall be handled through normal steps of the grievance procedure.

2. A hearing shall be conducted by the Board in Executive Session at its next regular meeting or at a special meeting called for such purpose. The employee and the Board may be represented by legal counsel or other representative of choice. At such hearing, the employee shall have the right to present evidence and call witnesses.
3. The Board's decision shall be in writing and shall be served on the employee.
4. The decision of the Board may be appealed to arbitration beginning at Level V of the grievance procedure (Arbitration). Unless appealed to Level V as provided in Article 10, the Board's decision shall be final.

E. Suspension Pending Discipline Proceedings

If, in judgment of the Superintendent, the nature of the charges against an employee is such that the employee should be removed following a preliminary hearing as provided in Paragraph C1, the employee may be suspended with or without pay pending final resolution of the disciplinary proceedings. If the employee is not found guilty of the disciplinary charges as determined by the Superintendent, and the employee was suspended without pay, any pay withheld shall be paid retroactive in full.

F. Conferences

Any meeting at which disciplinary or corrective action may occur shall take place in a private setting.

5.03 PERSONNEL FILES

- A. All employees shall have access to their file in accordance with ORC Section 1347.91, Section 1347.10, and the rules created by the Ohio Personnel Information Control Board.
- B. Personnel files shall be made available within twenty-four (24) hours after receiving written notice. A representative of the Association and the Superintendent/designee may accompany an employee in reviewing the employee's file. If an Administrator deems a parent or student complaint worthy of inclusion in the employee's file, the employee will be notified within two (2) workdays.
- C. If an employee disputes the accuracy, relevancy, timeliness, or completeness of information in his/her file, he/she may request, in writing of the Superintendent, to review the current status of that information. This review may include a conference with the Superintendent.

5.04 VACANCY BID PROCEDURES – NON DRIVERS

A. Vacancy

A vacancy shall be any position in the bargaining unit that the Board intends to fill resulting from:

1. An employee leaving employment as a result of resignation, termination, or death.
2. An employee's move to another bargaining unit position.
3. An employee assuming a non-bargaining unit position.
4. The creation of a new bargaining unit position.

B. Posting

1. All vacancies that the Board intends to fill will be posted within five (5) workdays of the vacancy occurring. The posting shall be at a designated location in each building within the school system for a period of five (5) working days and be sent to the President of the Association. The posting will include job title classification, initial building location, qualifications (listed as those contained in the job description for that position), salary classification, and number of hours to be worked. Any questions can be directed to the named Administrator on the posting.
2. In addition, all postings will be placed on the district website (www.greenlocalschools.org), and e-mail access shall be provided for all members of the bargaining unit.

C. Filling the Position

1. Any employee who meets the qualifications for the position as determined by the Superintendent or designee shall have the opportunity to apply and interview for the job by filing the Vacancy Bid Form (Appendix A) at the Board office by the end of the workday on the final day of posting.
2. The position shall be awarded to the most qualified internal applicant for the position as determined by the Superintendent or designee within ten (10) workdays from the time the posting closed.
3. If there is no qualified internal applicant, the job may be posted for external applicants.
4. If no employee bids on a vacancy, no involuntary transfer to that opening will be made, except for a reduction in force situation.

D. Adjustment of Hours

Once a position has been filled, minor increases in hours [up to two (2) hours per day] may be added to the employee's regular workday to meet the needs of the District without the District having to re-post the position.

E. Return to Previous Status (Internal Candidates Only)

If at any time during the sixty (60) workday qualifying period, the employee's job performance proves to be unsatisfactory, the employee may be returned to his/her former position. If an employee is returned to his/her former classification, it shall be at his/her former hours and rate of pay with no loss of seniority.

F. Involuntary Transfer

Transfers can only be made by the Superintendent of Schools. A classified employee who is involuntarily transferred will receive written notification of the reasons for the transfer. Prior to an involuntary transfer, consideration will be given to seniority and experience in the area of the transfer.

G. Substitute Work

If any bargaining unit member or any bargaining unit member on the recall list performs as a substitute, he/she shall be compensated at the rate of Step 0 in the classification in which he/she is substituting.

H. Voluntary Transfer

A bargaining unit employee who transfers from any classification except Support Staff I shall be placed on the salary schedule at the same step as his/her previous classification plus any longevity increments.

A bargaining unit member who transfers from Support Staff I to any other classification will be placed on Step Zero (0) of his/her new classification.

5.05 WORK HOURS AND YEAR

A. Workweek

The workweek shall consist of five (5) days, Monday through Friday.

B. Work Hours

1. No employee's work hours shall be reduced during the term of this agreement.
2. When a position is vacated, the replacement employee shall have the same hours.

C. Work Year

Contracts will be given to newly hired school support personnel who are hired prior to the first workday for that job position. Any new employee hired after December 15th will be given an interim contract though June 30th of that fiscal year. Thereafter, the employee may be given a one-year contract. Subsequent contracts will be offered according to the Ohio Revised Code. There will be a 90 day probationary period. The provisions of this clause, unless otherwise noted, intentionally supersede Ohio Revised Code.

D. Unpaid Lunch

Each employee who works five (5) or more hours per day shall have an uninterrupted lunch period of not less than thirty (30) minutes per day. The lunch period shall be scheduled approximately midway through the employee's workday.

E. Summer Work

If the Board determines that there is necessary bargaining unit work to be performed during the summer, the work should be offered to members of the bargaining unit based on seniority with compensation at their regular rate. The work shall be offered based on building/department classification seniority before it is offered to other members of the bargaining unit.

5.06 TRANSPORTATION PROCEDURES

A. Route Assignment

1. The Board or its designee shall have the right to adjust route assignments for such reasons not in conflict with this Contract. Bus Drivers shall retain their routes from year to year, except when a Driver bids off successfully on a different route.

2. Routes and route times will be adjusted on a date no later than twenty (20) days after the first student day based upon review of actual times prior to that date. Driver input will be considered. After the adjustment, no driver shall be paid less than his/her established hours. Drivers will be paid at their regular hourly rate for any subsequent approved additions to route times. Special needs drivers shall be excluded from this provision and shall be paid for the actual hours worked.

B. Vacancies

1. In the event a vacancy occurs in an existing bus route or an additional route is added, such openings shall be posted within five (5) workdays of the vacancy occurring. The initial posting shall be for a period of five (5) workdays, for bidding at the designated posting place in the bus garage. Subsequent openings caused from the initial posting (transfer of driver) will be posted for a period of three (3) workdays for bidding. For purposes of this provision, a vacancy occurs when a Regular Bus Driver resigns, retires, transfers permanently to another route or position, or a new route is established.
2. Bidding shall be limited to Regular Bus Drivers currently employed by the Green Local School District.
3. During the posting period, the Transportation Supervisor may fill vacant positions with substitute drivers until the bidding is closed. At the end of the posting period, the vacancy will be awarded to the bidder with the highest seniority within the bargaining unit. The route assignment left open by the successful bidder shall in turn be posted. After three (3) positions have been bid, the fourth (4th) available position, if any, shall be filled from outside the bargaining unit.

C. Private School Runs

1. Parochial routes will be considered the regular route for the driver running that route and shall follow the calendar established in conjunction with the private schools. Additional runs created because the Green Local School District is closed shall be offered to regular drivers in order of seniority.
2. Each private school route driver shall be paid two (2) hours for setting up and test driving the route if requested by the Transportation Supervisor.

D. Kindergarten Routes

1. Each kindergarten route driver shall be paid two (2) hours for setting up and test driving the route.

2. Kindergarten “subs” are selected at the beginning of the school year from among “Regular” Drivers who sign up on a list posted for that purpose. The senior-most applicants get first choices for the entire school year. Additional substitute drivers, if needed, shall be selected based on seniority from those who signed the posted Kindergarten substitute list.
3. The senior-most kindergarten subs on each run shall be paid two (2) hours for doing the ride along to learn the route.

E. Field Trips

1. Field trips shall be posted as soon as possible, but field trips shall not be assigned more than two (2) days in advance of the scheduled date of the trip. Each field trip will be offered first to the Driver whose name appears next on the Field Trip Rotation List. If a field trip is offered to a Driver and accepted by that Driver, then the Driver’s name shall be checked off the Rotation List and the next available field trip will be offered to the Driver whose name appears next on the Rotation List. If a field trip run is assigned, and the assigned Driver cancels, that field trip will be offered to the next unassigned Driver on the Rotation List. If additional field trip runs become available after the original list of field trips was posted, the new field trip runs will be offered to the next unassigned Driver on the Rotation List.
2. The term “emergency trip” will be used for field trip requests received for the same or following workday, or when an assigned driver cancels off a trip for a same or following workday. When assigning an “emergency trip,” the regular rotation list will be followed. Whether a driver is able/unable to drive an “emergency trip,” he/she will retain the same spot on the rotation list.
3. All regularly posted field trips shall be assigned by 2:00 p.m. daily. If an “emergency trip” is received before the 2:00 p.m. assigning period, the next unassigned driver on the regular rotation list will be highlighted on the field trip sign-up sheet. Regularly posted field trips will be assigned as usual and the highlighted driver shall be offered the “emergency trip” in addition to his/her regular rotation trip.
4. The administration will make every effort to begin field trips no earlier than 8:30 a.m. and return no later than 2:15 p.m.
5. Any driver absent due to personal illness is not permitted to take any field trip on the same day of absence.

6. The Transportation Supervisor will determine whether or not a trip is to be run as drop-off/pick-up trip. This will be indicated on the trip form, and the trip is to be run as indicated. Coaches and/or advisors do not have the authority to alter a trip.
7. When a wheelchair accessible bus is required for a field trip, an aide shall be assigned and paid his/her regular rate at a two (2) hour minimum.

F. Trip Rotation Lists

Drivers will not be permitted to trade or otherwise alter their respective positions on Field Trip Rotation Lists. If a driver bids on a field trip in accordance with the above procedure, and if the field trip conflicts with the driver's regular route run(s) on the day in question, and the field trip is scheduled to extend overnight, then the driver may elect to take the field trip.

G. Payment for Field Trip Runs

1. The hourly field trip rate shall be \$15.73.
2. Payment shall be made for a minimum of two (2) hours paid at the field trip hourly rate in one-fourth ($\frac{1}{4}$) hour increments.
3. Payment for field trips shall end immediately upon the Driver's completion of the required post-trip clean-up and parking procedures.

H. Report-In Pay

A Driver will receive two (2) hours report pay if the Driver reports but the field trip is canceled. If the Driver is notified in advance of the cancellation and does not report for the field trip, then the Driver will be offered the next unassigned field trip on the Rotation List.

I. Conferences

If a Driver is requested by a Principal/or Supervisor/or Superintendent/designee to participate in a conference at such a time when the Driver is not working or is otherwise in a non-pay situation, the Driver shall be paid for such conference time at the Driver's regular hourly rate or fraction thereof, in one-quarter ($\frac{1}{4}$) hour increments.

J. Pre-Trip

Pre-trip procedures, not to exceed fifteen (15) paid minutes, shall be performed as required by the Board, and a copy of the Pre-trip checklist shall be provided for the use of each Driver. Pre-trip inspection time shall be included in the total daily hours for each driver's paid workday. If the time exceeds the regularly scheduled workday, the driver shall be paid for all extra minutes to a maximum of fifteen (15) minutes.

K. CDL

The Board shall reimburse Drivers for the cost of primary physical examinations, fingerprinting and abstracts obtained from the Ohio Bureau of Motor Vehicles. CDL renewals will also be reimbursed.

L. Meetings

Drivers shall attend the minimum annual required hours of safety/administrative meetings per the Department of Education requirements, and quarterly Superintendent meetings. Additionally, a driver at his/her option may elect to attend other in-service/State department training. A driver attending meetings/in-service shall be paid at the driver's regular trip rate computed on an hourly basis if the attendance at the meeting/in-service was approved in advance by the Superintendent or his/her designee. Total meeting time per year shall not exceed twenty (20) hours. A driver unable to attend a scheduled meeting may be excused with prior notification to the transportation supervisor.

M. Bus Washing

Washing and/or waxing buses shall be the responsibility of the District and shall not be required of any Driver.

N. Information Board

It is the responsibility of the driver to check the information board and mailbox before leaving on each of his/her regularly assigned routes.

O. Cameras

Cameras may be placed on buses for the purpose of monitoring students' behavior. Drivers will be informed when a camera is mounted and operating on his/her bus.

P. Handbook

Each driver will be provided a transportation handbook.

Q. On-Board Instructor

1. On-Board Instructors will receive a contract and will be paid at their regular hourly rate.
2. In the event an On-Board Instructor position is vacated, it shall be posted and bid. The position shall be awarded to the most qualified applicant.
3. All training and re-certification assignments shall be made by the Transportation Supervisor and will be assigned to the Primary On-Board Instructor, provided he/she can complete the assignment within a reasonable period of time specified by the Transportation Supervisor.
4. The position of Primary On-Board Instructor shall be deemed to be a two-hour per day position only for the purposes of determining the eligibility to receive insurance benefits, therefore being treated as a three (3) run driver.

R. Emergency Information

Emergency information will be provided for each driver and the supervisor will establish a procedure for its use which will be included in the driver's handbook.

S. Substitute Drivers

Substitute drivers shall be utilized only when no regular driver is available for work.

T. Handicapped Pre-School Drivers

1. The handicap drivers driving two runs will be considered three run drivers. Handicap summer transportation time will be paid in accordance with the salary schedule.
2. A regular two (2) run driver, driving a mid-day run will be considered a three run driver for the purposes of benefits.

U. Bus Aides

1. All drivers who transport special needs and/or handicapped students may request, and may be provided an aide.
2. The provided aide shall be paid at a two (2) hour minimum per run.

V. Contracts

Effective July 1, 2003, no transportation employee shall be issued more than one (1) contract for the regular duties he/she performs as an employee of the Green Local School District. If a second contract is issued in error, the second contract will be null and void. (This provision intentionally supersedes State Law.)

W. Route Paperwork

All bus drivers shall be paid their rate for a minimum of two (2) hours for the purpose of completing beginning-of-the-year route paperwork at a date established by the transportation supervisor.

5.07 TIME RECORDING

- A. All members of the bargaining unit will record when they report to work and leave work by the means provided by the Administration. This could include the use of time clocks or other devices to record exact times.
- B. Prior to the implementation of the time recording method, the Board will engage the Union in discussions concerning the specific method to be used and shall consider the input from the Union.

5.08 SUMMER ROUTE ASSIGNMENTS

- A. Once the summer route assignments have all been posted, the assignment of those routes shall be determined by seniority.
- B. If a bus aide is assigned to any of the above routes, and the aide is unavailable, then the duties will be filled from a summer seniority list of aides. If the bus aide list is exhausted, then the duties will be filled from the driver summer seniority list. If a driver is assigned as an aide, he/she shall receive the Student Support II Step Zero (0) salary.
- C. If the driver assigned to a summer route is unavailable, then the duties will be filled from a summer seniority list of drivers.

5.09 TRANSPORTATION SECRETARY

Effective no later than July 1, 2008, the Transportation Secretary shall be deemed a two hundred twenty-five (225) day employee.

ARTICLE VI. SALARY AND FRINGE BENEFITS

6.01 PAYROLL DEDUCTIONS

- A. Payroll deductions shall be made for employees signing authorization cards, as provided by the Treasurer, for Federal, State and City taxes; tax sheltered annuities; and any other deductions authorized in a timely manner.
- B. Authorization for these deductions must be in the Treasurer's Office at least one (1) week prior to payroll, and will be deducted twice per month, except dues which will be deducted October through May, for a total of sixteen (16) equal deductions. Any deductions missed shall be the obligation of the individual employee.
- C. In the case of Association dues, the Board and its Treasurer assume no obligations, financial or otherwise, arising out of the provisions of this Section; and the Association shall indemnify and hold the Board and its Treasurer harmless for any and all claims, grievances, arbitrations, awards, suits, attachments, or any other proceedings arising out of or by reason of any action taken by the Board or its Treasurer for the purpose of complying with any of the provisions of this Agreement, except in those cases where negligence or malice can be proven.

- D. Electronic Transfers

Direct deposit of paychecks for employees at their designated financial institution will be mandatory for all members of the bargaining unit. Each new employee shall provide a deposit slip upon hire. Failure to do so on a timely basis will authorize the Treasurer to hold any paychecks until the requirement is met. Employees will have their direct deposit stub e-mailed to them in place of the delivered stub. Employees as of July 1, 2008 may elect to have a delivered stub by submitting a written request to the Treasurer's office by September 26th. New hires shall be provided thirty (30) calendar days to make the aforementioned request upon written notification. Employees may elect to change their aforementioned election by September 15th of each year.

6.02 EMPLOYER "PICK-UP" OF EMPLOYEE CONTRIBUTIONS TO SERS

The Board herewith agrees with the Association to "pick-up" [assume and pay contributions to the State Employees Retirement Fund (SERS) by salary-reduction method], upon behalf of the employees in the bargaining unit, on the following terms and conditions:

- A. The amount to be "picked-up" and paid on behalf of each employee shall be one hundred percent (100%) of the employee's contribution. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" and paid by the Board.
- B. The "pick-up" percentage shall apply uniformly to all members of the bargaining unit.
- C. No employee covered by this provision shall have the option to elect a wage increase or other benefits in lieu of the employer "pick-up".
- D. The "pick-up" shall become effective May 1, 1991, and shall apply to all compensation including supplemental earnings and thereafter.
- E. For Federal and State Tax purposes, the annual contribution shall be the amount of compensation for each member reduced by the current mandatory rate.
- F. In the event the General Assembly enacts legislation reducing the employer contribution to SERS and proportionately increases the employee contribution, the employee shall receive that percentage increase over his/her current compensation.

6.03 TUITION WAIVER

A member of the bargaining unit who resides outside of the Green Local School District shall be granted a waiver of tuition for any natural or adoptive child or stepchild who enrolls in Green Local Schools.

- A. All members of the bargaining unit shall be granted a waiver of tuition for any natural child, adoptive child, or stepchild who enrolls in Green Local Schools (1/2 day Kindergarten through Grade 12) through the Board's open enrollment policy first, then through the provision of the Master Agreement, if necessary.
- B. All day Kindergarten shall be tuition-free for members of the bargaining unit on a first come, first serve basis as space is available, and if it does not require the hiring of additional teaching staff, or if the program is offered free of tuition to Green Local Schools residents.

6.04 SEVERANCE PAY

- A. An employee in Green Local Schools, upon retirement from active service under the provisions of the State Employees Retirement System, or by death, shall receive severance pay equal to thirty-three and one-third percent (33 1/3%) of one hundred thirty-two (132) days of accumulated and unused sick leave (Maximum forty-four (44) days).
- B. Such payment shall be based on the daily rate of pay of the retiree at the time of retirement or death, provided, however, that the retirement be effective within one (1) year of the last day of active service.
- C. The above payment shall be exempt from deductions as provided by law.

6.05 SALARY AND BENEFITS

A. Wages

- 1. Employees shall be paid in accordance with the wage schedules in Appendix B.
- 2. An employee shall advance an increment on July 1 provided the employee was in pay status for 120 days in the previous year.

B. Holiday Pay

All employees shall receive their regular pay on each of the following paid holidays: New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day.

Any employee who works eleven (11) or twelve (12) months shall also be paid for Independence Day, President's Day, Good Friday, and Christmas Eve.

If an eleven (11) month employee does not work in July, the employee would not be paid for Independence Day.

C. Vacation

1. Paid Vacation

All eleven (11) and twelve (12) month employees are entitled to vacations according to the following schedule:

One to six years.....	10 days
Seven to thirteen years.....	15 days
Fourteen to twenty years.....	20 days
Twenty-one years and over.....	25 days

Each employee with one (1) year of service shall receive a vacation accrual of ten (10) days on their anniversary date. Thereafter, each of these employees will receive a monthly accrual of one-twelfth (1/12th) of their annual vacation allowance per the above schedule. Once an employee reaches a new threshold of years of service on the schedule, the Board will immediately add one (1) week of vacation accrual to their balance. Vacations can be taken any time with prior approval of the principal, supervisor, or Superintendent. The maximum amount of vacation accrual will be limited as follows:

<u>Eligible for:</u>	<u>Maximum Accrual</u>
10 days	20 days
15 days	25 days
20 days	35 days
25 days	40 days

The employee may not exceed the maximum accrual without prior approval of the Superintendent or his designee. Failure to stay below the maximum accrual will result in a loss of any days in excess of the maximum without compensation.

An eleven (11) month employee shall be defined as an employee that has a contract that meets or exceeds 240 days but is less than 260 days.

2. Unpaid Vacations (excludes 11 and 12 month employees)

The taking of vacation while school is in session is strongly discouraged. When an unpaid vacation is desired to be taken while school is in session due to a spouse's schedule or an opportunity that arises that is unusual in nature as determined by the Superintendent, days will be granted as follows:

- a. Any day preceding or following a holiday will be docked at the per diem rate.
- b. Personal days, up to the total amount unused by the individuals, may be used.
- c. When personal leave is exhausted, any additional days used will be docked at the per diem rate.

D. Overtime/Extra Duty

Extra duty work shall be performed beyond the normal workday but not in excess of (40) hours per week. Extra duty work shall be paid at the employee's regular hourly rate of pay if worked Monday through Friday. Extra duty work on Saturday shall be paid a One Dollar, Seventy-five cent (\$1.75) premium and on Sunday or a holiday shall be paid at the overtime rate.

Overtime work performed beyond a forty (40) hour week in pay status shall be considered overtime and paid at the rate of one and one-half (1½) times the employee's regular hourly wage rate. Compensatory time may be granted at the employee's request and if approved in advance by the Superintendent or designee. Compensatory time, if approved, shall not exceed an aggregate of forty (40) hours at any time. Extra duty and overtime work shall be voluntary.

No overtime shall be granted unless authorized in advance in writing by the immediate supervisor.

E. Inclement Weather Pay

In the event schools close on account of inclement weather, calamity, or for other unplanned reasons, the employees shall receive their regular pay for such days up to a maximum of five (5) days per year. Unless waived by the legislature, the days in excess of five (5) shall be made up per the District's make-up days on the school calendar.

F. Meeting Pay

1. Drivers shall be paid no less than the regular trip plus the appropriate hourly rate in fifteen (15) minute increments (if applicable) for required meetings, except when the meeting is linked with a regular run and lasts no more than fifteen (15) minutes.
2. The Board shall annually provide First Aid CPR training and restraint training. Bus drivers, aides, and monitors shall have the option to attend. Training will be offered outside the employee's regular workday and the employee shall be paid his/her regular hourly rate.

G. Athletic Admission

Employees who attend home athletic events and sign in at the designated gate and are able to provide identification will be admitted free of charge. Others accompanying the employee must purchase admission tickets.

H. Education Attainment

An employee holding an Associate's Degree or higher from an accredited school shall be paid a differential of forty-five cents (\$.45) per hour. Payment is contingent upon the employee presenting to the Superintendent proof of the degree.

I. Clerk Treasurer Differential

The Head High School Secretary and the Athletic Secretary shall be responsible and perform the Clerk/Treasurer duties and shall each be paid a differential of twenty-five cents (\$.25) per hour.

J. Number of Pays

All bargaining unit member employed as of May 1, 1998 has a choice of the number of pays in which they wish to have their contract paid. Each member elected to be paid over either twenty-one (21) pays a year or twenty-six (26) pays a year. Any member choosing to be paid over twenty-six pays a year may not change to a twenty-one (21) pay format in any future year. A member that chooses to be paid over twenty-one (21) pays may convert to the twenty-six pay format in any succeeding year, but may not revert back to twenty-one (21) pay format. Any newly hired employee shall be paid over twenty-six (26) pays.

K. Insurance Benefits

1. Definition of Full-Time Employee for Insurance Purposes

A "full-time" transportation employee shall be defined either as a three (3) run driver or as a driver who regularly works thirty (30) or more hours per week.

Full-time status for Office Support Staff and Student Support Staff shall be those personnel that regularly work 37 ½ or more hours per week.

Positions may be combined to establish full-time status. Overtime, supplemental contracts, and time worked over the regular workday will not be considered as time that is regularly worked.

Employees scheduled to work 35¼ to 37¼ hours per week shall be entitled to single coverage at the cost currently in effect as outlined in the Master Agreement.

Any bargaining unit member who is eligible for insurance coverage and involuntarily (i.e., loss of work hours, RIF/Bump) becomes less than full-time, shall retain the insurance benefits and status for which he/she was entitled for a period of twelve (12) months, including those scheduled to work 35 ¼ to 37 ¼ hours (single coverage).

2. The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications in effect on March 15, 2004.

The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

3. Preferred Provider – Doctors/Hospital

- a. The parties agree that one or more preferred provider organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) health insurance program.
- b. Participation in any such programs will be voluntary, and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and then utilize services outside the PPO system, there may be a reduction in benefits.
- c. The selection of the PPO(s), the types of benefits/programs, or any changes therein shall be mutually determined by the representative(s) of the COG and the Stark County OEA Office.
- d. The duration of this provision shall be from March 1, 1994, and continuing thereafter unless terminated or modified by the representatives outlined in paragraph 3 herein.

4. Preferred Provider – Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

- a. The program will be available to employees and their dependents who have “primary” coverage under the district’s insurance.
- b. The employee will pay the 20% co-payment to the provider, and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee’s 20% co-payment.
- c. The deductible will be waived.
- d. The list of covered expenses shall be agreed upon by the Stark County Office and the OEA Canton office.
- e. The duration of this provision shall be from July 1, 1995 and thereafter.
- f. As agreed to by the representatives of the Stark County Council of Governments and a consultant representative of the OEA Canton office.
- g. Mail order prescription: Upon agreement of the OEA consultant representative of the OEA Canton office and the COG representative, an optional mail order prescription program will be implemented.

5. Medical Information

Personal information generated by the operation of this plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the chairperson of the Stark County Schools Council of Governments and/or his designee and the appropriate representative OEA consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the chairperson and the designated OEA Consultant.

6. Plan Description (Summary Only)

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family dental insurance equal to or exceeding the specifications below. The full cost of this program and any increases thereof shall be paid by the Board.

The Local Union will encourage those employees who do not benefit through the Hospitalization program to voluntarily drop their coverage. Any employee dropping coverage can have it reinstated upon request at the next specified open enrollment period.

A certified copy of the insurance benefits book will be given to the Association President.

DENTAL:

	Class I	Class II	Class III	Class IV
Maximum Benefits:	\$2,500 per person per year			Lifetime Maximum \$1,200 per person - Orthodontia
Deductible:	\$25/year Single	\$75/year Family		
Co-insurance Amounts:	Class I	Class II	Class III	Class IV
	Prevention	Basic	Major	Orthodontia
	100% of usual & customary (no deductible)	80% of usual & customary	80% of usual & customary	60% of usual & customary

HEALTH:

Maximum Benefits:	Unlimited	
Deductible:	\$100 Single	\$200 Family
Accumulation Period:	Calendar Year	
Co-Insurance Provision	80% by the insurance carrier & 20% by the patient, up to a yearly maximum out-of-pocket of \$500 Single or \$1000 Family. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.	
Out-Patient Psychiatric	80% UCR up to 15 visits (30 visits if in substance abuse) per person/year (Network PPO)	
In-Patient Psychiatric	31 days per person/year Substance Abuse	

PREVENTIVE:

Routine Pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

DEPENDENT COVERAGE:

Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the internal revenue dependent guidelines.

PRE-ADMISSION CERTIFICATION:

Under the pre-admission certification/concurrent review program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

LIFE:

Term life and accidental death and dismemberment coverage in the amount of fifty thousand dollars (\$50,000) for each member.

Bargaining unit members may purchase additional term life insurance at the group rate, in five thousand dollar (\$5,000) increments, up to a maximum of twenty thousand dollars (\$20,000) coverage in addition to Board paid coverage. Modification to this provision may be necessary to comply with requirements of the insurance carrier.

7. Part-Time Employees

Bargaining unit members are eligible to purchase the Board offered Health Insurance at 100% of the premium cost to the Board.

8. 125 PLAN

Tax sheltering of the individual's contribution for health costs may be implemented under IRS Section 125, if feasible, upon agreement of the superintendent and the Association president.

9. In the event one or more subsections contained in this article conflicts with the Stark County COG rules or regulations, then COG rules or regulations shall prevail.

10. Red Circled Employees

The parties agree to red circle and continue the insurance benefits for each employee who is a recipient of any component as of 9/1/10.

L. Year that First Pay is Delayed for One Week

The first pay date of the new contract year will be determined as follows:

When February 29 (leap year) occurs during the school year, the first pay of that school year will occur on Thursday within the week (Sunday through Saturday) that September 13 falls. When there is no February 29, the first pay will occur on Thursday in the week of September 12. Using this formula will cause the first pay of the new school year to begin three weeks after the last pay of the previous year for employees paid over 26 pays. The next time this will happen is September, 2010.

M. Insurance Committee

1. The Association President will be provided with current copies of all official insurance policies governing the teachers' insurance coverages that are available to the Board and the Superintendent.
2. The Association shall be notified thirty (30) days in advance of any proposed change in insurance carrier or third party administrator.
3. Coverage and services shall not be less than provided by the present carrier.
4. GLASS representatives may participate in any deliberations that lead to a possible change of carrier or third party administrator, but cannot veto the Board's decision.
5. A joint Insurance Committee shall be appointed to periodically evaluate the Green Local Schools' insurance plans.
6. The Insurance Committee shall be comprised of up to five (5) members appointed by the GLASS, and an equal number appointed by the Superintendent.
7. The Insurance Committee shall conduct an ongoing review of insurance coverage and options including cost/benefit analysis of various coverages, cost containment, experience, rates, products, and other alternatives.

8. The Insurance Committee shall meet at least four (4) times during the school year. The committee shall maintain minutes of its meetings which shall be approved by the committee members. Copies of these approved minutes shall be furnished to the Superintendent and the GLASS President or designee.

6.06 LONGEVITY

In July of each year, each employee who has completed the specified number of years of uninterrupted service shall be advanced one step on the wage schedule. A year shall be accrued provided the employee worked one hundred twenty (120) days in that year.

6.07 ATTENDANCE BONUS

Employees with minimum of one (1) year of employment in Green Local Schools shall receive an attendance bonus according to the following guidelines:

- A. Attendance year will be based upon the regular school year, August through June.
 1. Employees missing zero-two (0-2) days shall receive a two hundred fifty dollar (\$250) stipend. After five (5) years employment experience, employees shall receive four hundred dollars (\$400).
 2. Employees missing three-four (3-4) days shall receive a one hundred fifty dollar (\$150) stipend. After five (5) years employment experience, employees shall receive three hundred dollars (\$300).
 3. If the Board determines through verifiable data (not to include absences due to a catastrophic illness or injury of the employee, his/her spouse or minor child) that attendance for the year 2008-09 has not improved by ten percent (10%) compared to the year 2007-08, then attendance bonus will return to the stipend provided effective July 1, 2007. This comparison will only include those employees employed from the beginning of the 2007-08 school year through the end of the 2008-09 school year.
- B. Attendance Exclusions
 1. One (1) Personal Emergency Day
Definition of Emergency: A sudden unexpected occurrence demanding immediate attention. A reason must be stated in order to receive this exclusion.
 2. Death in the immediate family
 3. Assault Leave
 4. Union Leave
 5. Professional Leave

6.08 EDUCATION ENHANCEMENT

The Board shall provide a maximum of \$250 annually to each member of the bargaining unit for coursework, training, or continuing education, not including required professional development or re-certification, provided the work is job related and pre-approved by the administration. Payment will be made when documentation is provided at the conclusion of the educational experience. Any employee who terminates employment with the district shall reimburse the district for all payments received under this provision during the previous two years. Any employee who is contracted in Support Staff I, II, or III, and who is required to complete the State of Ohio Paraprofessional Test shall have access to this benefit.

6.09 REQUIRED BACKGROUND CHECKS

At the option of the bargaining unit member, the Board shall pick up the costs related to required background checks. The bargaining unit member shall reimburse the Board the cost by a payroll deduction over a period of six (6) pay periods, or less if requested.

6.10 UNION OFFICERS

The Green Local Association of School Support (GLASS) President, Vice President, Secretary and Treasurer have the option to be paid a stipend by the Board as identified by the GLASS. GLASS shall reimburse the Board for the cost for the stipends, state/federal taxes and any applicable retirement costs payable to the Ohio SERS.

ARTICLE VII. AGENCY FEE

7.01 PAYROLL DEDUCTION OF FAIR SHARE FEE

The Employer shall deduct from the pay of members of the Local, a fair share fee for the Union's representation of such non-members during the term of this contract. (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.)

7.02 NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notice of the amount of the annual fair share fee, (which shall not be more than 100% of the unified dues of the Union), shall be transmitted by the Union to the Treasurer of the Board on or about (September 15) of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to (promptly transmit) all amounts to the Union.

7.03 SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

A. All Fair Share Fee Payer's Payroll deduction of such annual fair share fees shall commence on the (first pay date which occurs on or after January 15th annually) in the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

1. (Sixty days employment in a bargaining unit position)
or
2. January 15th.

B. Upon Termination of Membership During the Membership Year the Treasurer of the Board shall, upon notification from the Union that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the (amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction). The deduction of said amount shall commence on the first pay date occurring on; or after forty-five days from the termination of membership.

7.04 TRANSMITTAL OF DEDUCTIONS

The Employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

7.05 PROCEDURE FOR REBATE

The Union represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and Constitutions of the United States and of Ohio.

7.06 ENTITLEMENT TO REBATE

Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

7.07 BOARD MINUTES

The Board further agrees to provide the Association Treasurer with a copy of Board meeting minutes as soon as they are prepared.

7.08 PAYROLL REPORT

The Board agrees to provide a list of all bargaining unit employees in active payroll status, effective July 1 of each year. The list is to include the employees' hourly rates, number of workdays, and scheduled number of hours per day to be worked. This report shall be sent to the Union Treasurer prior to September 30 of each year.

ARTICLE VIII. HEALTH AND SAFETY

8.01 MAINTENANCE OF HEALTH AND SAFETY

The Board shall ensure and maintain facilities that are free of hazards that might cause serious physical harm to employees and students. All bargaining unit members are expected to report in writing to the Building Principal/Supervisor, within two (2) days, any hazardous conditions in the building that might cause serious physical harm to the employees or students.

8.02 SUPPLIES

Upon request, the Board shall provide every bargaining unit member with an adequate supply of disposable rubber gloves and CPR masks. It is the responsibility of each bargaining unit member to store these supplies in a convenient yet safe location.

8.03 WEATHER SAFETY

Playground Aides shall not be required to take students outdoors when the temperature is below 20 degrees Fahrenheit and/or has a wind chill factor below 20 degrees Fahrenheit, as monitored by the building principal.

8.04 NO REPRISALS

There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for filing a report of an unsafe or unhealthy condition or for exercising, any other rights under Ohio and/or federal law regarding health and safety issues.

ARTICLE IX. DURATION

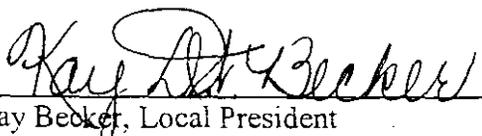
- 9.01 If any clause, sentence, paragraph, or part of this Agreement or the application thereof, to any person or circumstance, shall for any reason, be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, and the application of such provision to such other provisions, persons, or circumstances. The remainder of this Agreement shall remain in full force and effect for its term.

- 9.02 The Articles of this Agreement shall become effective June 30, 2011 unless specified otherwise in the agreement. The terms of this Agreement shall be from June 30, 2011 to and including June 29, 2014.

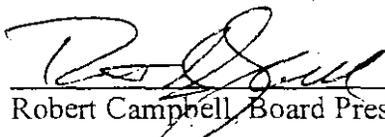
This Agreement is made and entered into at the Green Local School District, Summit County, Ohio, on this 24th day of MAY, 2011 by and between the Association and the Board of Education. This Contract between the parties is attested to by the representatives whose signatures appear below.

**GREEN LOCAL ASSOCIATION OF
SCHOOL SUPPORT/OEA/NEA**

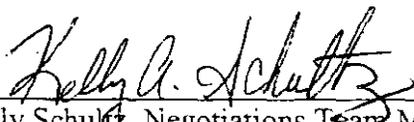
**GREEN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**



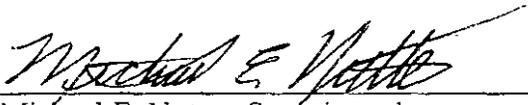
Kay Becker, Local President



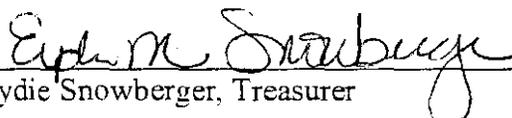
Robert Campbell, Board President



Kelly Schultz, Negotiations Team Member



Michael E. Nutter, Superintendent



Eydie Snowberger, Treasurer

VACANCY BID FORM

I am submitting my bid for the position _____
Job Title
at _____
Work Location

Name

Date

This form must be filed at the Board Office by the end of the workday on the final day of posting (see Response Deadline on the posting notice).

APPENDIX B

GLASS WAGE SCHEDULES
Effective June 30, 2011

SUPPORT STAFF I Playground, Lunch, *ISS, *Study Hall Monitors, *Mail Courier, & *Substitute Caller			SUPPORT STAFF III Secretaries, Data Processing, & **Accounts Payable Clerk		
Base:	9.46		Base:	14.40	
YEAR	INDEX	RATE	YEAR	INDEX	RATE
0	1.000	\$9.46	0	1.000	\$14.40
1	1.030	\$9.74	1	1.030	\$14.83
2	1.055	\$9.98	2	1.055	\$15.19
3	1.080	\$10.22	3	1.080	\$15.55
4	1.105	\$10.45	4	1.105	\$15.91
5	1.130	\$10.69	5	1.130	\$16.27
6	1.155	\$10.93	6	1.155	\$16.63
7	1.180	\$11.16	7	1.180	\$16.99
8	1.205	\$11.40	8	1.205	\$17.35
9	1.230	\$11.64	9	1.230	\$17.71
10	1.255	\$11.87	10	1.255	\$18.07
14	1.280	\$12.11	14	1.280	\$18.43
18	1.305	\$12.35	18	1.305	\$18.79
22	1.330	\$12.58	22	1.330	\$19.15
26	1.355	\$12.82	26	1.355	\$19.51
SUPPORT STAFF II Library Technicians and Aides; Student & Office Aides; Computer Technicians			BUS DRIVERS [Two (2) hours per route minimum]		
Base:	13.54		Base:	17.24	
YEAR	INDEX	RATE	YEAR	INDEX	RATE
0	1.000	\$13.54	0	1.000	\$17.24
1	1.030	\$13.95	1	1.018	\$17.55
2	1.055	\$14.28	2	1.021	\$17.60
3	1.080	\$14.62	3	1.024	\$17.65
4	1.105	\$14.96	4	1.027	\$17.71
5	1.130	\$15.30	5	1.030	\$17.76
6	1.155	\$15.64	6	1.033	\$17.81
7	1.180	\$15.98	7	1.036	\$17.86
8	1.205	\$16.32	8	1.039	\$17.91
9	1.230	\$16.65	9	1.042	\$17.96
10	1.255	\$16.99	10	1.045	\$18.02
14	1.280	\$17.33	14	1.061	\$18.29
18	1.305	\$17.67	18	1.076	\$18.55
22	1.330	\$18.01	22	1.091	\$18.81
26	1.355	\$18.35	26	1.106	\$19.07

*Current bargaining unit members in the following positions: ISS, Study Hall Monitors, Mail Courier, & Substitute Caller will be compensated at their current rate with a 3.0% increase as well as any afforded longevity step movement.

**The current bargaining unit member in this position shall be given eight (8) additional steps on the salary schedule effective July 1, 2008.

**GREEN LOCAL SCHOOL DISTRICT
ASSOCIATION OF SCHOOL SUPPORT (GLASS)**

Grievance Form

Name of employee: _____

Building: _____

Immediate supervisor: _____

Statement of grievance: _____

Section of the Negotiated Master Agreement of Policy that was violated, misinterpreted, or misapplied:

Relief requested: _____

Association representative(s): _____

Date submitted at appropriate level: Level I _____

Level II _____

Level III _____

HEALTH INSURANCE
(Full-time employees)

The employee will contribute the following towards the premium of health coverage as follows:

1.	Effective Date:	Employee share of the insurance premium:
	September 1, 2011	8%
	July 1, 2012	9%
	July 1, 2013	10%

2. Effective September 1, 2011:

Removal of vision coverage from Insurance Plan. Each employee participating in the Plan will receive a lump sum payment equal to the monthly cost of the Plan (approximately \$36.00 per month Family and \$14.50 per month Single) for each year of the Agreement.

3. Effective July 1, 2012 through June 29, 2014:

Each employee participating in the Insurance Plan will receive annual lump sum payments equal to the dollar amount that is incurred beyond the 8% employee insurance premium share. Payments will be made on or before March 1, 2013 and March 1, 2014.

BUS DRIVER PERFORMANCE EVALUATION

Name: _____ Position: _____

Period covered: _____ to _____

Reason for evaluation: _____ Biennial (5.01A) _____ Remediation (60 day) (5.01D)
 _____ 30 Day "bump evaluation" _____ Special

SECTION A: JOB PERFORMANCE

	Excellent	Satisfactory	Needs Improvement	Unsatisfactory
Attendance				
Punctuality				
Appearance – dress code neatness				
Attends mandatory safety training meetings				
Checks information board daily				
Timely reporting of maintenance needs				
Daily care of vehicle: pre-check, fluid levels, cleanliness of vehicle				
Good driving record				
Safe working habits				
Positive attitude				
Works cooperatively with others				
Courteous to the public				
Uses proper language on premises and bus				
Knows and follows rules and regulations				
Follows proper discipline procedures				
Control of students on the bus				
Enforcement of bus rules				
Demonstrates caring attitude for students				
Willingness to accept new assignments				

Note: Any marking in the *Unsatisfactory* or *Needs Improvement* columns requires written explanation in Section B, and the ways and means for improvement.

SECTION A: SUPERVISOR'S COMMENTS
(Attach additional pages as needed)

Signature of Supervisor

Date

SECTION A: EMPLOYEE'S COMMENTS

I have received a copy of this report.
(Attach additional pages as needed)

Signature of Employee

Date

PERFORMANCE EVALUATION
SUPPORT STAFF

Name: _____ Position: _____

Period covered: _____ to _____

Reason for evaluation: _____ Biennial (5.01A) _____ Remediation (60 day) (5.01D)
 _____ 30 Day "bump" evaluation _____ Special

SECTION A: JOB PERFORMANCE

	Excellent	Satisfactory	Needs Improvement	Unsatisfactory
Quality of work				
Accuracy				
Neatness				
Thoroughness				
Efficiency – use of time				
Knowledge of assigned duties				
Adaptability and willingness to learn				
Judgment and decision making skills				
Initiative and interest in work				
Positive attitude				
Works cooperatively with others				
Courteous to the public				
Willingness to accept new tasks				
Appropriate bearing and dress				
Attendance				
Punctuality				
Communicative skills – written & oral				

Note: Any markings in the *Unsatisfactory* or *Needs Improvement* columns requires written explanation in Section B, and the ways and means for improvement.

SECTION A: SUPERVISOR'S COMMENTS
(Attach additional pages as needed)

Signature of Supervisor

Date

SECTION A: EMPLOYEE'S COMMENTS
(Attach additional pages as needed)

I have received a copy of this report.

Signature of Employee

Date

EXTENDED CONTRACT CERTIFICATE
(Section 5705.412, O.R.C.)

CERTIFICATE

It is hereby certified with respect to the agreement, wages, and salary schedules Attached hereto that the Green Local School District has in effect for the term of this contract the authorization to levy taxes, including the renewal or replacement of existing levies, which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all succeeding fiscal years equal to the number of days instruction that was held or is scheduled for the succeeding fiscal years, whichever period of years is greater

Dated

Green Local School District

President, Board of Education

Treasurer

Superintendent of Schools

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The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

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August 31, 2011

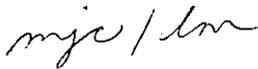
via U.S. mail

Attention: Office of the Clerk
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

Dear Sir or Madam:

Enclosed please find the successor contract (effective June 30, 2011 through June 29, 2014) between the Green Local Association of School Support and the Green Local School District Board of Education.

Sincerely,



Mark J. Costantino
OEA Labor Consultant

Enclosure (1)

MJC:lm

