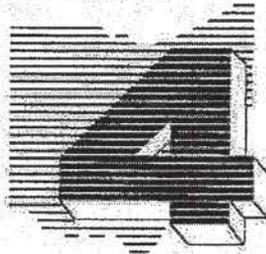




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AGREEMENT BETWEEN
FRONTIER LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION
AND THE
OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES/AFL-CIO
AND IT'S LOCAL 510



OAPSE/AFSCME Local 4/AFL-CIO

JULY 1, 2011 - JUNE 30, 2013

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ARTICLE 1
AGREEMENT/PURPOSE

Section 1.1.

This Agreement, entered into by the Board of Education of the Frontier Local School District, New Matamoras, Ohio, on behalf of the District, the Board, and its agents and representatives, hereinafter referred to as the "Employer", and the Ohio Association of Public School Employees, Local No.4, AFSCME, AFL-CIO, and its subsidiary Local #510, hereinafter referred to as the "Union", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
UNION RECOGNITION

Section 2.1.

The Employer recognized the Union as the sole and exclusive representative for those employees in the bargaining unit hereinafter defined. The Employer has recognized the Union by tradition, custom, practice and negotiated agreements and such recognition is in accordance with Section 4117.05(B) and Section 4(A) of the Ohio Collective Bargaining law.

Section 2.2.

Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those employees of the Employer working under an employment contract on a regular basis in a position or classification listed below.

- Custodian
- Cook
- Head Cook
- Bus Driver
- Head Mechanic
- Maintenance Assistant
- Mechanic Helper/Maintenance Helper
- Mechanic
- Educational Aides (including Title Program Aides)
- Library Aides
- Secretaries
- Personal Attendant for Multiple Handicapped Child
- Transportation Coordinator
- Maintenance Coordinator
- Cafeteria Coordinator
- Hearing Impaired Interpreter

Section 2.3.

The following employees are excluded from the bargaining unit:

All management level employees, confidential employees, professional employees, seasonal and casual employees and supervisors as defined in the Ohio Revised Code, and specifically but not limited to the following: Superintendent, Assistant Superintendents and their personal clerical staff Treasurer; Assistant to the Treasurer and their personal clerical staff School Principals; professional certified teaching staff; School Nurse; Cafeteria Supervisor; Supervisor of Property Services and Transportation; substitutes, per diem, intermittent and other irregularly scheduled employees.

Section 2.4.

In the event of a change of duties of a position within the bargaining unit which may cause the position to be considered under Section 2.3 of this Article, or in the event that a new position is created within the District, the Employer shall determine whether the changed or new position will be included in or excluded from the bargaining unit and shall so advise the Union in writing within five (5) calendar days of the decision. If the Union disputes the Employer's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement within seven (7) calendar days from the Union's notification to the Superintendent. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the position(s) shall be subject to challenge by the Union to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB rules and regulations.

Section 2.5.

Should a new classification be included in the bargaining unit following the effective date of this Agreement, the parties shall meet to negotiate the terms and conditions of said classification.

ARTICLE 3
UNION SECURITY

Section 3.1.

The Employer agrees to deduct dues, fees and assessments from the pay of bargaining unit members upon receiving written authorization, signed individually and voluntarily by the bargaining unit member. The signed payroll deduction form must be presented to the Employer's designated payroll officer, who will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received. Deductions shall be made from paychecks issued after October 1 of each school year and through June, not to exceed nine (9) deductions, unless the Employer adopts a different pay system, in which case deductions shall be made monthly. A check, equal to the amount of the deductions, shall be remitted to the Union's state headquarters, with a list of any additions, deletions or changes, within thirty (30) days of the date such deductions are made.

Section 3.2.

The Employer shall be relieved from making such deductions upon (a) transfer of an employee to a position other than one covered by the bargaining unit or (b) termination from payroll or (c) revocation of the dues authorization by the employee in accordance with the Section 3.3 of this Article.

Section 3.3.

All bargaining unit employees who are not members of the Union and Chapter 510 shall pay to the Union through payroll deduction a fair share fee as a condition of their continued employment. The Union guarantees that its fair share fee satisfies the requirements of federal case law as announced in Chicago Teachers Local No. 1 vs. Hudson, 475 U.S. 292, 106 S. Ct. 1066, 89 L. Ed. (2d) 232 (1986) and Tierey vs. Toledo, 824 F. (2d) 1497 (6th Circuit, Ohio, 1987).

Section 3.4.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless for any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. Neither the employees nor the Union shall have a claim against the Board for errors in the processing of deductions unless a claim of error is made to the Employer in writing.

Section 3.5.

Payroll deduction of said dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit.

Section 3.6.

The Employer agrees to deduct from the wages of any employee who is a member of the Union an OAPSE/AFSCME payroll deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the union. The employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 4
UNION REPRESENTATION

Section 4.1.

The Union may select one (1) designated representative and one (1) alternate representative for each school to represent bargaining unit employees as specifically authorized in this Agreement. The alternate shall be considered the representative in the absence of the designated representative. For purposes of this Article and this

Agreement, "designated representative" shall mean a bargaining unit employee of the Employer, and "school" shall mean the bus garage and each of the four (4) locations currently operated by the school district including all buildings and facilities located at each, and any future locations opened by the school district. A representative involved in authorized representation of a bargaining unit employee shall not, if the representation occurs on work time, suffer any loss of pay for time spent in such representation activities.

Section 4.2.

The Union shall submit in writing, to the Principal at each school, the names of the designated representative and the alternate representative. The Employer shall not recognize any representative until such written notice is given.

Section 4.3.

The Union shall provide to the Superintendent of Schools an official roster of its local officers, which is to be kept current at all, times and shall include the following:

- (1) Name
- (2) Address
- (3) Union Office Held

Section 4.4.

The investigation and writing of grievances may be conducted on work time, when authorized by the supervisor, and when such activities do not interfere with necessary school routine.

Section 4.5.

No official of the Union, employee or non-employee, shall interfere with, interrupt, or disrupt the work duties of other employees. No Union business shall be conducted during normal working hours except to the extent specifically authorized in this Agreement.

Section 4.6.

The Employer agrees to provide one (1) bulletin board at each of the four (4) school locations, in an agreed upon area, and one (1) bulletin board in the bus garage, for the exclusive use of the Union. All notices, which appear on the Union's bulletin boards, shall be initialed and posted by the designated representative or the alternate. Union notices relating to the following matters may be posted:

- A. Union recreation and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of non-political standing committees and non-political independent arms of the Union; and
- G. Publications, rulings or policies of the Union;
- H. Reports of non-political Union activities.

All other notices of any kind not covered by A through H above must receive prior approval of and initialed by the Superintendent or the school Principal.

ARTICLE 5
PLEDGE AGAINST DISCRIMINATION

Section 5.1.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, religion, handicap or national origin.

Section 5.2.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no disparate treatment, interference, restraint or coercion by the Employer or its agents or representatives against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

Section 5.3.

The Union agrees not to interfere with the rights of the employees to not become members of the Union, and there shall be no disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1.

The Employer possesses sole right to operate the school district and all management rights repose in it. The Employer's exclusive rights shall include, but not be limited to, the following except as limited by the express terms and conditions set forth in this Agreement.

- a. Determine matters of inherent managerial policy which include but are not limited to areas of discretion of policy such as the functions and programs of the 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 operations and programs;
- d. Determine the overall methods, process, means or personnel by which operation are to be conducted;
- e. Suspend, discipline, demote or discharge for just cause;
- f. Determine the adequacy of the work force;
- g. Determine the mission of the Employer as a unit of government;
- h. Effectively manage the work force;
- i. Take actions to carry out the mission of the Employer as a governmental unit.

Section 6.2.

The Employer does not have to negotiate over the exercise of its rights, but it is required to negotiate with the Union over the effect of that exercise.

Section 6.3.

During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which Ohio Revised Code Chapter 4117, State Employment Relations Board decisions, and court decisions impose an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Employer expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Employer to bargain collectively, over all matters as to which Ohio Revised Code Chapter 4117, State Employment Relations Board decisions, and court decisions impose an obligation to bargain whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Employer and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Employer or the Union at the time this Agreement was negotiated and executed. As used in this article, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate over the exercise by the employer of its management rights as previously defined in this Agreement. This Agreement contains the entire understanding, undertaking, and agreement of the Employer and the Union, after exercise of the right and the opportunity referred to in the first sentence of this article, and finally determines all matters of collectively bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both this Employer and the Union.

ARTICLE 7

LABOR-MANAGEMENT MEETINGS

Section 7.1.

In the interest of sound labor management relations, once each quarter at a mutually agreeable date and time, unless mutually agreed otherwise, the Employer or his designees shall meet with not more than one (1) representative per classification to discuss potential problems and promote a more harmonious labor-management relationship.

Section 7.2.

Each party may furnish an agenda in advance of the scheduled meeting or a list of the matters to be taken up in the meeting, and the names of those representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Employer, which affect bargaining unit members of the Union.
- C. Discuss grievances, which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.

- D. Disseminate general information of interest to the parties.
- E. Discuss ways to improve the delivery of education services.
- F. To consider and discuss health and safety matters relating to employees.

Section 7.3.

It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1.

The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement, or those matters, which are controlled by the provisions of Federal and/or State laws and/or by the Constitution of the United States or the State of Ohio.

Section 8.2.

A grievance, under this procedure, may be brought by any member of the bargaining unit or a Local Union officer in behalf of the member or bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance.

Section 8.3.

If specific administrative agency relief of judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of a specific matter (limited to Worker's Compensation, Unemployment Compensation, E.E.O.C., Civil Rights Commission) such matters may be processed through the internal grievance procedure, excluding the arbitration procedure, to resolve the issues prior to such other appeal.

Section 8.4.

All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

Section 8.5.

The written grievance shall be submitted on the grievance form supplied by the Union, and shall contain the following information:

1. Aggrieved employee's name;
2. Aggrieved employee's classification;
3. Name of the employee's immediate supervisor;
4. Date and time of the incident giving rise to the grievance;
5. Date and time the grievance was first discussed;
6. Date grievance was filed in writing at Step 2;
7. A statement as to the specific Articles and Sections of the Agreement violated;
8. a brief statement of the facts involved in the grievance; and;
9. The remedy requested to resolve the grievance.

Section 8.6.

The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Union. Working days, as used in this Article, shall not include Saturdays, Sundays, holidays, or scheduled days off.

Section 8.7.

For the purpose of Step 1 of this procedure, the definition of immediate Supervisor is as follows: the supervisor of Cooks and Head Cooks and Bus Drivers is the Building Principal. The Supervisor of Secretaries, Aides and Custodians is the appropriate school Principal. The supervisor of all other bargaining unit personnel, including Custodians in the non-school months, is the Superintendent. Grievances filed with the Superintendent in the informal Step 1 of this procedure may be advanced to Step 3 of this procedure, if no resolution of the grievance occurs in Step 1. In the event of a change in the organizational structure, affected employees will be informed as to who their immediate supervisor is for the purpose of filing grievances. Each grievance shall be processed in the following manner:

STEP 1

Within ten (10) work days after an employee knows or should have known of the facts giving rise to a grievance, the employee/grievant will bring the complaint verbally to his supervisor. The supervisor shall discuss the grievance with the employee and respond in writing within five (5) workdays of the discussion.

If the employee is not satisfied with the response given by the supervisor, the employee may, within three (3) working days, submit the grievance at Step 2.

STEP 2- SUPERINTENDENT

The Superintendent or his designee upon receipt of a written grievance shall schedule a formal meeting within five (5) workdays of receipt of the grievance with the employee filing the grievance and, at the employee's option, a representative of the Union. Prior to this meeting taking place, the Superintendent or his designee shall make an investigation of all the allegations contained in the grievance. Within ten (10) work days after the meeting, the Superintendent or his designee shall provide the employee and the representative with his written response.

STEP 3 - THE BOARD OF EDUCATION

If the employee is not satisfied with the response given by the Superintendent, the employee may within five (5) working days, by giving written notice to the Treasurer, appeal the grievance to the Board of Education. Upon receipt of said grievance, the Board, or a Committee thereof shall schedule a formal meeting within thirty (30) work days of receipt of the grievance with the employee filing the grievance and, at the employee's option, a representative of the Union. Within ten (10) work days after the meeting, the Board shall provide the employee and the representative with a written response. Said response shall be signed by at least three Board members.

STEP 4 - ARBITRATION

A. Within twenty (20) working days after the Board's response, the Union may refer the grievance to an arbitrator by giving written notice and a request for a list of arbitrators to the Superintendent and to the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected by the alternate strike method from a list of seven (7) names submitted by the FMCS within ten (10) days after the receipt of the list. The striking procedure may be conducted by telephone between the representatives of the parties. The parties will alternately strike names until one (1) name remains on the list. Said person shall be designated as the arbitrator. All other procedures relative to the hearing shall be according to the rules and regulations of FMCS. Prior to striking names, either party may request once that the list be rejected and submit a request for another list from the FMCS.

B. The Arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon by the parties. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding upon the grievant, the Union and the Employer. The arbitrator shall be requested to issue his decision and award within thirty (30) work days following the hearing or submission of final briefs.

C. 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 determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching his determination.

D. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or the hearing room, shall be borne equally by the Employer and the Union. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent

such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 8.8.

When an employee covered by this agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Should an employee choose such self-representation the Union President, the Grievance Committee Chairperson or a designated Union representative shall be allowed to attend all grievance meetings as an observer. Written notice shall be provided to the Union President and Grievance Chairperson twenty-four hours in advance of each hearing.

ARTICLE 9
DISCIPLINE

Section 9.1.

No employee shall be subject to disciplinary reduction in pay and position, suspension, transfer or discharge except for the grounds stated in this Agreement. The Employer may take disciplinary action against an employee in the bargaining unit only for just cause. An employee may not be disciplined for actions on his own personal time that do not reflect directly on the School District or do not violate any State or Federal statutory provision. Forms of disciplinary action are:

- a. Verbal warning
- b. Written reprimand
- c. Suspension from duty without pay
- d. Transfer or reassignment, which may be in conjunction with other discipline
- e. Reduction in position
- f. Discharge from employment

Section 9.2.

Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, failure to observe written standards of conduct or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance shall be grounds for disciplinary action.

Section 9.3.

Except in extreme instances where the employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Section 9.4.

Anytime the Employer or any of its representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 9.5.

Whenever the Employer or its designee(s) determines that an employee may be subject to discipline listed under c., d., e., & f., in Section 9.1, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.

Section 9.6.

The employee may be represented by the Union representative of his/her choice, or may if he/she chooses waive representation. Should an employee choose such self-representation the Union President or the Grievance Chairperson or a designated Union representative shall be allowed to attend all meetings as an observer. Notice shall be provided to the Union President or Grievance Chairperson in advance of each hearing. The employee shall provide a list of employee witnesses to the Employer as far in advance as possible, but not later than two (2) hours prior to the pre-disciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is desired.

Section 9.7.

Pre-disciplinary conferences will be conducted by the Superintendent's designee (the designee shall not be the direct supervisor of the employee who may be disciplined). The Superintendent's designee shall act as a fact-finder, determining only if the alleged conduct occurred as stated in the charges, and shall not recommend discipline. The Superintendent or designee other than the fact-finder shall determine what discipline, if any, is appropriate.

Section 9.8.

The following conditions apply to pre-disciplinary conferences held pursuant to this Article:

- a. No less than twenty-four (24) hours prior to a pre-disciplinary conference, the employee shall be given a written list of the charges and particulars.
- b. The employee shall be apprised of his right to representation.
- c. The employee, or if represented the representative, has the right to confront and cross-examine witnesses.
- d. The employee may waive a pre-disciplinary conference, or submit a written statement on his behalf
- e. The Superintendent or designee's report shall be in writing, and shall be provided to the employee within two (2) work days following its preparation.

Section 9.9.

Disciplinary action may be appealed through the grievance and arbitration procedure in this Agreement.

ARTICLE 10
PERSONNEL FILES

Section 10.1.

Upon prior arrangement with the Superintendent or his designee, but in no case later than two (2) working days after request, each employee shall have the right to review the contents of his or her personnel file. The employee may receive a copy of any document contained therein upon payment to the Employer of its cost of making the copy. The employee will be entitled to have a Union representative of his/her choice accompany him/her during such review, provided that such review occurs during non-work hours of an employee Union representative.

Section 10.2.

All items placed in an employee's personnel file will be dated and identifiable as to the source and copy given to the employee within three (3) work days of placement.

Section 10.3.

If an unfavorable statement or notation is in the file, the employee will be given the right to place a statement of rebuttal or explanation in his/her file. No anonymous material or material related to an employee's off-duty activities of any type shall be included in the employee's personnel files.

Section 10.4.

Any communication from a Supervisor/Administrator regarding an employee that is intended to become a part of the employee's file, shall be reviewed by the supervisor and employee involved, and such employee will be afforded the opportunity to file a written reply within seven (7) days.

Section 10.5.

All warnings, written reprimands, or unfavorable statements or notations, which result in warnings or written reprimands, shall be removed after eighteen (18) months from the date of occurrence provided that no intervening discipline has occurred.

Section 10.6.

Should the Employer be required to provide individuals other than the employee access to such files, the employee shall be notified and provided the opportunity to be present at such event.

ARTICLE 11
EMPLOYMENT CONTRACTS

Section 11.1.

Bargaining unit employees shall be employed under limited or continuing contracts pursuant to this Article in the following progression:

- A. Upon initial employment, the contract of employment shall be for a term of one (1) school year. An employee serving under an initial contract may be terminated upon notice from the Board of Education at any time without cause. Such termination is not grievable.

- B. If the Superintendent, prior to the Anniversary date of the initial contract, recommends to the School Board that an employee be reemployed and the School Board concurs, the subsequent contract shall be a continuing contract. In the alternative, the Board may choose to issue a second contract for a period of one (1) school year. The Board shall provide the employee with written reasons as to its non-issuance of a continuing contract. If the Superintendent, prior to the Anniversary date of the second contract, recommends to the School Board that the employee be re-employed and the School Board concurs, the subsequent contract shall be a continuing contract.

Section 11.2.

All contracts shall include the classification assignment, the pay range assignment, and the number of customary days and hours for which work is to be performed during the contract term. The number of hours may be listed by hours per day, week, pay period or year. The listing of the number of days and hours in the employment contract is not a guarantee of work when the employee fails to work (or does not have sufficient paid leave to cover the days not worked) or when work does not exist (due to layoffs, closings, etc.), nor is it a limitation on hours or days of work. Employees with less than 11 or 12 month contracts may be required to work any make-up days resulting from lost classroom days. Make-up days shall not result in additional compensation to the employees unless they represent additional work days.

Section 11.3.

Employees may be employed under more than one limited or continuing contracts under this provision. An employee whose regular scheduled hours are less than eight per day may be eligible for a secondary position, provided that secondary position may not cause an employee to work more than forty hours per week.

ARTICLE 12
SENIORITY

Section 12.1.

"Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) calendar days shall not constitute a break in continuous service. Once continuous service

is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

An employee's seniority will be broken when the employee: a) resigns; b) retire; c) is discharged for just cause and or reasons set forth in Article 9.

Section 12.2.

An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. Seniority shall not accrue while on an approved leave of absence other than those leaves approved for medical and educational purposes.

Section 12.3.

Employees laid off shall continue to accumulate seniority during any period of layoff; however time spent on layoff shall not result in advancement on salary schedule upon return.

Section 12.4.

The Employer shall post a seniority list, with dates of hire and classification once every twelve (12) months, during the month of September, with dates of hire and classification once every twelve (12) months, on one bulletin board at each school location showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union.

Section 12.5.

Employee's seniority date shall be determined as follows:

1. Employees hired prior to September 1, 2000:
 - A. Date upon which Board took action to hire the employee;
 - B. Order of appearance of employees name in Board minutes if more than one employee was hired at the same Board meeting.
2. Employees hired on or after September 1, 2000:
 - A. Date upon which Board took action to hire the employee;
 - B. Employees hired at the same Board meeting will cast lots, in the presence of a central office administrator, and a Local Union Officer to determine order of seniority.

ARTICLE 13

VACANCIES, PROMOTIONS AND TRANSFERS

Section 13.1.

For purposes of this Article, a "vacancy" is defined as a job opening in a regular bargaining unit position, which the Employer intends to fill. All declared vacancies shall

be posted, for a period of seven (7) calendar days not including weekends, holidays or the date of posting on the Employer's official bulletin board at each school not later than the second work day. The Employer shall provide the Union President with sufficient copies of each posting to enable the Union to post the notice of vacancy on each of its bulletin boards. All postings shall contain the following information:

- a. Job title and classification;
- b. A statement of the duties and responsibilities of the position;
- c. Location of the position;
- d. Starting date;
- e. Wage scale assignment;
- f. Qualification requirements;
- g. Number of hours per day and shift times;
- h. Closing date for accepting applications.

Section 13.2.

Any employee interested in applying for a vacant position must notify the Superintendent or in his absence his designee, in writing, within the posting period. The Superintendent is not required to consider applications received after the close of the posting period.

Section 13.3.

As vacant positions are awarded to successful applicants, any resulting job vacancy, which the Employer intends to fill, shall be posted. However, during the period, which exists during the last 60 calendar days of the school year, the Board will not be required to fill any vacancy, which a bargaining unit member has not requested to fill. These year-end vacancies will be re-posted and filled no later than August of that year. (The portion of this provision which applies to the employer's option of not filling positions during the last sixty (60) days of the school year will not apply to those positions which are normally scheduled to work 11 or 12 months per year.)

Section 13.4.

The Superintendent shall consider all applicants from within the bargaining unit. When one or more employee applicants are, in the opinion of the Superintendent, qualified for the position, the position shall be awarded to the most senior employee applicant. Qualifications for any classification shall consist of the ability to perform the normal duties performed by members of the classification. Should there be no qualified employee applicants for the position; the Board may hire an applicant from outside the bargaining unit.

A bargaining unit employee who is awarded a position in accordance with this Section shall serve a probationary period of 10 work days. The Employee may elect to return to the formerly-held position during the first 10 work days of the probationary period. If, during the probationary period, the Superintendent determines that the Employee is not qualified for the position, the Employee shall be returned to the formerly-held position.

The new open position will be posted for bid prior to or on the first working day of the probationary period. Bargaining unit employees awarded a position in accordance with this provision may not bid on another job during the probationary period. Should an employee elect to return, or be returned by the Superintendent, to his or her formerly held position, during the probationary period, other employees who have been awarded positions due to subsequent bidding to fill open position(s) created by the employee's initial successful bid shall also be returned to their formerly held position(s).

Section 13.5.

When the operational needs of the Employer require that employees be transferred from one location to another, such transfers or reassignments shall be considered involuntary transfer, and shall not take place until the posting and bidding process has been completed. The Superintendent shall conduct involuntary transfers by inverse order of seniority (least senior employee in the classification shall be transferred first). When involuntary transfers are required for other performance reasons the Superintendent may transfer an individual as needed within his/her classification.

Section 13.6.

After the ratification of this agreement by the parties, employees who bid on, and are awarded the job that was posted, shall be placed on the appropriate step of the salary schedule for the posted position in accordance with their total number of years of seniority.

Section 13.7.

Between June 1 and August 31 vacancies will be posted on the Friday, which coincides with the employee's pay date. Notice of these vacancies will be included with the employee's pay check.

Section 13.8.

Vacancies which exist in non-bargaining unit positions which do or do not require certification shall be given a general notice of position before non-employees are given notice and OAPSE bargaining unit members shall receive equal treatment if they are equally qualified.

Section 13.9.

Employees may bid on and be awarded a second position in addition to their "primary" position in accordance with the following:

1. The hours of the second position will not conflict with the hours worked in the employee's "primary" position.
2. The total number of hours regularly worked by the employee in both positions will not exceed (10) hours per day.

ARTICLE 14
LAYOFF AND RECALL

Section 14.1.

When the Employer determines that a long-term layoff is necessary, the affected employees shall be notified ten (10) calendar days in advance of the effective date of the layoff. A layoff lasting seventy-two (72) working hours or less will require that the employees affected be notified as soon as possible of the date of implementation. The Employer, upon request from the Union agrees to discuss, with representative of the Union, the impact of any reduction in force on bargaining unit employees, including classification series and bumping order.

Section 14.2.

The Employer shall determine in which classification layoff or reduction will occur. The affected employee may bump and displace any less senior employee in the classification in which the layoff or reduction occurred. If deciding to bump and displace another employee, the affected employee must bump within the classification in which the layoff or reduction occurred prior to bumping in another classification in which the employee is qualified to work. That employee may in turn bump in accordance with the procedures set forth herein.

The provisions of this section will not apply to those employee's whose "secondary" position is reduced, but whose "primary" position is not affected by lay off.

Section 14.3.

Employees who are laid off shall be placed on a recall list for a period of thirty (30) months. If recalled from layoff, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are qualified to perform the work in the Job Classification to which they are recalled. Employees on layoff status prior to the effective date of the 2011-2013 collective bargaining agreement shall retain their recall rights for sixty (60) months and be grandfathered under the previous provisions.

Section 14.4.

Notice of recall shall be sent to the employee by certified mail to the last known address of the employee. It is the employee's responsibility to keep the Employer informed in writing of any change of address. The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to advise the Employer of his intention to return to work and shall have ten (10) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 15
HEALTH AND SAFETY

Section 15.1.

The Employer agrees to maintain adequate provisions for the health and safety of its employees during the hours of their employment. Therefore, the Employer agrees to provide safe working conditions, tools, equipment, supplies, and working methods for its employees. Any equipment required for the safe performance of a job task (i.e., rubber gloves, masks, etc.) shall be provided by the Employer. Employees are responsible for maintaining tools, equipment, supplies, and work areas in a safe and proper manner, and for following all safety rules and safe working methods of the Employer.

Section 15.2.

An employee who believes he is working under unsafe conditions shall report such conditions to his immediate supervisor. If the immediate supervisor determines that an unsafe condition does exist, he shall take such steps as are necessary to correct the problem. During the time required to correct the unsafe condition, the employee shall not be required to perform the task(s) involving the unsafe condition. The supervisor shall notify the employee of the steps taken to correct the unsafe condition, and that the employee is to resume performance of the task(s). If the original complaint was in writing, the supervisor's response shall also be in writing.

Section 15.3.

Employees returning from a leave of absence because of illness or injury may be required to undergo a medical examination by, and receive the approval of an Employer-designated physician before being permitted to return to work. If such examination is required, it shall be paid for by the Employer.

Section 15.4.

In the interest of health and safety, the Employer may require the employee to undergo an appropriate examination at any time. If the examination discloses that the employee's condition jeopardizes his health or safety, or that of students or other employees, or his job performance, the Employer may relieve the employee from active employment. Any examination required pursuant to this Section shall be paid for by the Employer. When possible, such examinations shall be scheduled during the normal school day. The employee shall not suffer any loss of pay. If the employee is required to travel to attend the examination, then he shall be paid for mileage at the rate paid by the Employer.

ARTICLE 16
HOURS OF WORK AND OVERTIME

Section 16.1.

The standard work week for each employee is determined by multiplying the number of days in the work week by the number of customary work hours stipulated in the employment contract. No employee shall have a standard work week of more than forty (40) hours. Employees will be paid based upon the number of hours in their standard work week, and for all hours worked beyond their standard work week. Any employee

whose actual work schedule is for less hours than the hours for which he is paid may be required by his supervisor to perform work related to his classification up to the number of hours within the same work week.

Section 16.2.

The work week shall begin at 12:01 a.m. on Monday. Any employee required to work more than forty (40) hours in a work week shall be paid for all hours over forty (40) at the rate of one and one-half (1-1/2) times his regular rate of pay. When an employee exceeds forty (40) hours worked in a series of positions or assignments which carry different rates of pay, the Employer's overtime responsibility is for the additional half hour of all excess hours at the weighted average rate of pay. (See example in Appendix A.) Employees may elect to have compensatory time in lieu of overtime payment.

Section 16.3.

The Employer shall endeavor insofar as practicable to distribute overtime opportunities equally within the classification normally assigned to do the work at the location where the work is to be performed. The Employer's designated representatives shall post an overtime roster, once each month, on bulletin boards showing the number of overtime hours worked and refused by each employee. Hours offered to but refused by an employee shall be counted as an overtime opportunity, and shall be so indicated on the roster. The Employer's representatives may require any and/or all employees to work overtime when the need requires it.

Prior to calling a non-bargaining unit member substitute when an employee is absent, the opportunity to perform his/her normal duties shall be offered in the following order:

1. Employee in the same classification
2. Other employees who work less than (8) hours per day who have notified the employer of their desire to perform this work.

This work will be offered to employees on a rotating basis that is based upon seniority, with the senior employee who has indicated his/her desire being the first to be offered work.

Bargaining unit employees who substitute for an absent employee shall be paid at a rate equal to step one on the pay scale for the classification in which the work is performed.

Section 16.4.

Any employee called in to work on a day the employee is not scheduled to work, and which does not constitute hours owed by the employee under Section 16.1 (hours paid but not worked in the same work week) shall be credited with the number of hours worked, but not less than three (3), and shall be paid at the appropriate rate of pay. Minimum call-in shall not apply to voluntary extra assignments or in call-back situations.

Section 16.5.

An employee called back to work after the conclusion of his shift, at a time which does not abut the start or end of a regular work shift, shall be credited with all time worked,

but not less than two (2) hours, and paid at the appropriate rate. An employee who performs building checks (checks doors and windows; turn off alarms; light problems, etc.) shall be credited with all time worked but not less than one (1) hour, and paid appropriately.

Section 16.6.

Employees required to work on a calamity day (schools officially closed by the Superintendent due to snow, flooding, building problems, etc.) shall be compensated for hours worked on such days by being given compensatory time off on an hour for hour basis at a time mutually agreeable to the Employee and the Employer.

After the first five (5) calamity days, this provision shall not apply to twelve (12) month employees provided conditions allow them to travel to work, i.e. no governmental-imposed restrictions.

If compensatory time earned under this section is not taken by June 30 of the school year in which it was earned, it shall be paid out at the employee's regular rate of pay.

Section 16.7.

Any employee performing work in a classification other than his/her regular classification shall receive the rate of pay normally paid the higher of the two classifications at a step equal to the employee's seniority. This section will not apply to employees who are substituting for an absent employee outside of the employee's normal working hours, but will apply to those employees who perform extra work in a classification or are assigned to perform work in the classification. Any employee, including those on the recall list, substituting for an absent employee shall be paid at Step 1 of the classification pay scale.

Section 16.8.

Board of Education agrees with OAPSE in allowing the addition of one member to the Calendar Committee.

ARTICLE 17
WAGES AND COMPENSATION

Section 17.1

Wages and coordinator stipends for all employees covered by this Agreement shall be increased by 1.25% per hour effective July 1, 2011. All employees covered by this Agreement shall be increased by 1% per hour effective January 1, 2012. Retroactive pay will be paid by the second pay period in November 2011.

Section 17.2 Longevity pay shall be applied as follows:

10 yrs. to 14 yrs. of service.....	\$200 per year.
15 yrs. to 19 yrs. of service.....	\$300 per year.
20 yrs. to 26 yrs. of service.....	\$600 per year.
27yrs. of service and over.....	\$900 per year.

Section 17.3

All employees irrespective of contract schedule shall be paid over the school year in accordance with Section 17.6. However, employees who are dismissed, non-renewed or whom resign shall be paid for all earned but unpaid wages on the next regularly scheduled payroll period. In the event the Employer determines to adopt a different schedule of payment, the employer shall notify the Union thirty (30) calendar days in advance. Any overtime or extra work assignment time sheets shall be submitted to the supervisor for approval no later than the pay-day Friday, and shall be paid on the next regularly scheduled pay period.

Section 17.4

Any errors in an employee's pay shall be corrected within seven (7) calendar days of receipt by the Treasurer with written notice of error and paid on the next regularly scheduled payroll period.

Section 17.5.

Elementary secretaries work year will consist of 210 days, holidays included. High School secretaries work year will consist of 228 days, holidays included. Secretaries may work up to five (5) additional days per year based upon the need with recommendation by building principal and Superintendent or Treasurer approval.

Section 17.6.

Paychecks shall be issued in 26 or 27 equal installments, with paydays occurring on alternate Fridays, or the last working day before Friday if it should fall on a holiday. Paychecks shall be mailed to the bargaining unit member's designated address over the summer and holidays.

Section 17.7.

Employees who have previously been awarded positions in another classification which carries a rate of pay higher than that specified on the salary schedule, for an employee who possess a given amount of seniority, will not have their rate of pay lowered to comply with the newly developed salary schedule. Employees so situated will continue to progress through the salary schedule relative to their current position on that salary schedule.

Section 17.8.

When a bargaining unit member moves from one classification to another he/she shall be credited with his/her continuous years of service in the district and shall be paid on the salary schedule for the new classification, not the salary schedule for his/her previous classification.

ARTICLE 18
EXTRA WORK ASSIGNMENTS

Section 18.1.

When the Employer grants a building use permit to an outside organization and such permit requires the use of bargaining unit personnel, the extra work shall first be offered

to personnel in the needed classification assigned to the location where the work is to be performed on a rotating basis. If no bargaining unit employee in the building accepts the offer, the Employer may call a substitute. Work performed under a building use permit shall be compensated at the rate of employee's regular rate of pay.

An employee required to perform work for a building use permit during his regular work hours shall be permitted to complete his regular work assignments and shall be paid for all such hours at the appropriate rate.

Compensation shall be the responsibility of the Board and submitted on the form agreeable to both parties.

Section 18.2.

Trips of nine (9) or fewer passengers do not require use of a school bus. However, the van driver must be properly certified. If no properly certified driver is available a school employed bus driver will be assigned to the trip.

Activity trips funded by outside groups other than school employees, for special trips to state playoffs in athletics, do not have to use a school owned vehicle or school employed driver.

Section 18.3.

Extra bus runs, such as field trips, career education trips, athletic and band trips, shall be offered to Bus Drivers on a rotating basis, beginning with the most senior driver, in the same manner in which overtime opportunities are distributed. Extra runs shall be compensated, from pick up to drop off, but not less than two (2) hours, as follows:

Compensation for extra bus runs shall be paid at the driver's regular hourly rate of pay for the first two (2) hours of the trip and all additional trip times shall be paid at the rate of \$8.65 per hour. When the driving assignment overlaps or interferes with the driver's regular assignment, the employee may choose to work the extra assignment. However, the driver will forfeit (a dock pay) that portion of his or her regular daily earnings that he or she would have earned on his/her regular assignment.

Section 18.4.

Any employee who wishes to be considered for extra work assignments shall notify his supervisor, in writing, by September 15 of each year. Such employee who subsequently requests to be placed on the rotation list shall be placed on the list the following September 15.

Section 18.5.

Any employee who, as a result of extra work assignments, works more than forty (40) hours in the work week shall be compensated pursuant to Section 16.2 of this Agreement.

Section 18.6.

Bargaining unit members shall be given priority in the assignment of extra work as follows:

Casual or seasonal work will be paid to an employee at step one (1) on the salary schedule for the classification which would normally do the work.

Supplemental work, such as activity sponsors or coaching, which have not been assigned to members of other bargaining units of the Board will be offered to qualified members of this bargaining unit on the basis of seniority. The rate of pay will be determined by the supplemental agreement.

ARTICLE 19
INSURANCE

Section 19.1.

Preferred Provider Organization Insurance – The Board shall purchase from Medical Mutual of Ohio or other carrier licensed by the State of Ohio Preferred Provider Organization Insurance coverage for each member of the bargaining unit now or hereinafter employed and his/her eligible dependents. A summary of benefits are defined in section 19.7. The full cost of such insurance and any increases thereof shall be paid by the Board except that, beginning October 1, 2009 health insurance premiums will be split with 88% being paid by the Board and 12% paid by the employee. There shall be a monthly cap on the premium amount to be paid by the bargaining unit members of \$70 for a single plan and \$195 for a family plan. This capped amount shall be increased to \$80 for a single plan and \$205 for a family plan effective June 30, 2013.

Section 19.2.

If two employees of the board are married one shall be eligible for family plan insurance and the other employee shall receive the annual payment of \$2,000. Effective with the 2011-2012 school year the annual payment will be \$1,000. Effective with the 2012-2013 it will be eliminated. Or each employee may elect to take single coverage and shall receive an annual payment of \$1,000. Effective with the 2011-2012 school year the annual payment will be \$500. Effective with the 2012-2013 school year it shall be eliminated. Two employees of the Board who are married shall either receive insurance coverage under one (1) family or two (2) single coverage plans.

Effective July 1, 2011 the Board guarantees that all of the funds that would have been used for “marriage bonuses” will be distributed through wages to all employees of the bargaining unit. Employees of the bargaining unit will receive the funds in their salary over and above the agreed to wage increases and in equal payments. Further, the Board agrees that any two married employees in the district shall be eligible for a plan (regardless of individual employees’ hours) with one premium.

Note – Family Plan/Married with children or two Single Plans/without children.

Any bargaining unit member who provides proof of coverage under any other insurance plan shall be eligible to waive coverage under the Board’s group plan. If they so waive, they will receive an annual payment of \$1,000 for waiving single coverage and \$2,000 for waiving family coverage. The payment will be made on the last payroll period in November of each year.

It is expressly understood that the current federal regulation provide that employees whom have waived coverage, and subsequently lose coverage, for whatever reason, may

elect to be re-enrolled in the Board's group insurance plan if they notify the Treasurer within 31 days of the date of the event giving rise to their loss of medical insurance.

Section 19.3.

The Employer agrees to provide to all bargaining unit employees term life insurance coverage in the amount of twenty five thousand dollars (\$25,000.00) and accidental death and dismemberment insurance coverage in the amount of twenty five thousand dollars (\$25,000.00). There is no requirement that an employee be enrolled in the health care insurance plan to be covered by the life insurance benefits.

Section 19.4.

The choice of insurance carrier(s) shall be solely within the discretion of the Employer.

Section 19.5.

The Employer shall provide family dental insurance for each bargaining unit employee and shall pay eighty-eight percent (88%) of the premium and the employee paying twelve percent (12%) of the premium. (Beginning in February 2011).

Section 19.6.

The employer shall provide a vision insurance plan for each bargaining unit employee and shall pay eighty-eight percent (88%) of the premium and the employee paying twelve percent (12%) of the premium. (Beginning in February 2011). Employees shall be eligible for single or family coverage. However, when employees of the Board are husband and wife, both shall be eligible for single coverage unless they have dependents, then, only one family contract shall be issued. The plan shall provide for and exam every 12 months with a co-pay of \$10.00 and lenses every 12 months with a co-pay of \$25.00 and frames every 24 months with a co-pay of \$25.00.

Section 19.7

Current (effective November 1, 2003) benefit levels shall remain in effect, with the exception of specific levels listed below:

Calendar Year Deductible of \$250/\$500 Network (PPO Providers), \$500/\$1000
Non Network (Non-PPO Providers)
Maximum out of pocket per Calendar Year (including the deductible)
\$1000/\$2000 Network, \$3,500/\$7,000 Non Network
Doctor's office co-payment: \$25.00 per visit
Prescription Drugs co-payment
Member pharmacies -30 day supply - \$15 generic; \$30 formulary; \$45 brand
Mail Order -90 day supply - \$15 generic; \$30 formulary; \$45 brand

Section 19.8

New hires working less than thirty (30) hours per week receive single plan for health, dental, vision and life insurance. Employees may have the option for the family plan, if they pay the difference. If the employee goes to thirty (30) hours or more per week, they have the family plan option if needed.

ARTICLE 20
HOLIDAYS

Section 20.1.

All employees shall be entitled to eight (8) holidays with pay per year. These holidays are as follows:

New Year's Day	First day of January
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday in November
Christmas Day	December 25
Christmas Eve	Day before Christmas Observance
Presidents' Day	Third Monday in February
Good Friday	Friday before Easter

Employees who work during the month of July shall receive, in addition to the above holidays, July 4 off as a paid holiday. Any employee required to work on the Friday after Thanksgiving shall be entitled to compensation as defined in Section 20.3. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on Sunday, it shall be observed the following Monday.

Section 20.2.

In order to be eligible for holiday pay, an employee must be in paid status (defined as time worked, approved sick leave and vacation) on the work days immediately before and after the holiday.

Section 20.3. Any employee required to work on any scheduled holiday shall, in addition to holiday pay, receive one and one-half (1-1/2) hours straight time pay for each hour worked.

ARTICLE 21
VACATION

Section 21.1.

All employees who work 11 or 12 months shall earn vacation leave according to their number of completed years of service as of each July 1. The vacation entitlement is as follows:

- a. Less than one (1) year of service completed - no vacation
- b. One year of service but less than 8 years completed -10 working days
- c. 8 years of service but less than 20 years completed - 15 working days
- d. Twenty years or more of service completed -20 working days plus one additional vacation day per year for each year of service over 20 years. (e.g. 21 days, 22 days, 23 days, etc.).
- e. Employees hired after the effective date of this agreement, shall not be entitled to the additional vacation days per year for service of twenty (20) years or more as provided in paragraph (d) above.

Employees who work a split schedule (that is, i.e., 180 days at 6 hours and 72 days at 8 hours) shall be paid for vacation based upon their average workday over a 12 month period (i.e., 6 one-half hours per vacation day).

Section 21.2.

An employee eligible to take vacation shall notify his/her supervisor no later than April 1 of the time period which he/she wishes to take as vacation. Vacation will be granted for the time period specified insofar as it is possible to do so in accordance with the staffing needs and the workload of the school district. In cases of conflict, the employee with the greater seniority will be given preference, provided the employee has submitted his vacation schedule prior to April 1. Vacation requests received after April 1 shall be on a first come-first serve basis. It is understood that the number of employees allowed to go on vacation during any one time period will be determined by the administration.

Section 21.3.

It is the intent of the parties to this contract that employees shall take their vacation. Accordingly, vacation leave cannot be accumulated from year to year. However, an employee who submitted a vacation schedule by April 1 but who was unable to take vacation because his/her supervisor did not grant vacation request because of the work requirements of the district will be paid for the unused vacation.

Section 21.4.

Employees who perform work within their classification for 11 or 12 months per year will earn vacation. However, those employees who perform seasonal work, not normally done by member of their job classification, will not earn vacation.

ARTICLE 22
SICK LEAVE

Section 22.1.

Bargaining unit members shall earn and accrue sick leave benefits at the rate of the equivalent of 1 and 1/4 workday for each month. Effective July 1, 2011, the maximum accumulation of sick leave shall be two hundred and fifty-four (254) days. If conversion of unused Personal Leave would necessitate an employee's maximum accumulation to exceed this amount, those days converted from Personal Leave will be added the employee's accumulation. (Ex: If maximum accumulation is 254 days and employee's has converted three days of Personal Leave in each of two (2) years that employee's maximum accumulation will be 260 days.) Accrued sick leave shall be reported on the bargaining unit member's regular monthly paycheck stub.

Each bargaining unit member shall be advanced up to the fifteen (15) sick leave days possible to earn during the year less any days already earned. (Ex: A bargaining unit member who has earned five (5) sick days through the fourth month of the year shall be advanced ten (10) sick days if the bargaining unit member has no sick leave.) Also, bargaining unit members shall be advanced an additional five (5) days of sick leave, as per state law, at the time such bargaining unit member has no sick leave.

Section 22.2.

When an employee is unable to report to work due to personal illness or injury, or illness or injury in the employee's immediate family where the employee's presence is required (immediate family for purpose of this Section is defined as father, mother, spouse, children, grandchildren, stepchildren, foster children, or other relative living in the employee's household), he shall notify his immediate supervisor or other designated person prior to the time he is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor.

Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for three (3) consecutive days or more, require the employee to furnish a certificate from a physician, dentist, or other medical practitioner. Falsification of either a written signed statement or a practitioner's certificate shall be grounds for disciplinary action.

Section 22.3. Bereavement Leave

Employees are entitled to a maximum of four (4) days paid leave because of death in the immediate family (defined as spouse, child, or stepchild, grandchild, parent, stepparents, parents of spouse, brother, stepbrother, sister, stepsister, grandparents of employee (or spouse), brother-in-law, sister-in-law, son-in-law, daughter-in-law, and/or permanent members of the employee's household). Employees may extend bereavement leave by one additional day through the use of accumulated sick leave.

Section 22.4.

Any employee who does not utilize any of his sick leave for any eighty (80) consecutive work day period, shall be entitled to one (1) incentive day off with pay or, at his option, additional pay for the incentive day at his regular rate of pay. Incentive days off must be requested seven (7) calendar days in advance, and are subject to approval based upon the work load requirements of the Employer. Incentive days earned must be taken within one (1) year; if not taken within one (1) year, the day shall be paid to the employee. The eighty (80) work day period begins the first work day following the last incident of sick leave usage and ends eighty (80) work days later. An employee who elects to receive the additional pay for the incentive they shall receive the additional pay in the paycheck received in the next pay period.

Section 22.5.

In the event that a twelve (12) month employee is on sick leave and the position is filled by a substitute (non-bargaining unit member), the substitute's employment will be terminated at the end of the school year. At that time the position will be posted and bid as a temporary position which exists during the summer recess, in accordance with the provisions of Article 13. The successful bidder will be paid at the appropriate step 1 for the classification.

Section 22.6. Sick Leave Bank

Establishment

Each eligible employee may contribute one (1) or two (2) days of his/her accumulated sick leave during the annual enrollment period. Enrollment period will be from July 1 through September 30 of 2005 and September 1 through September 30 of year 2006.

Criteria for Enrollment

Employees who have been employed by the board of education for a minimum of one year may contribute one (1) day per year to the sick bank. Employees who have accumulated a minimum of thirty (30) days of sick leave may contribute two days per year.

To be a participant in the bank an employee must donate a minimum of one day every other year to the bank.

All contributions to the bank must be authorized by the contributing employee in writing, and no contributions will be effective without said written authorization. Except as otherwise provided herein, once donated, day(s) contributed to the Sick Leave Bank are not returnable.

If at least fifteen (15) employees are not enrolled by the September 30, 2005 deadline, the prospective member will have their donated days credited to their accumulated sick leave account, and the bank will not be established.

No contributions can be made except as provided in this section.

Operational Procedures

Although donations to the bank will be processed as "days," accumulations in the bank will be accumulated as the dollar value of the contributing employee's "day." Example: A four hour, \$15.00 per hour, employee donates two "days" of leave. This will be credited as \$120.00, (4 hours x 2 days x \$15.00 = \$120.00). Withdrawals from the bank will be calculated as the dollar value of the days granted.

Use of days from the sick leave bank will be limited to the personal, catastrophic, illness or injury of the employee. "Catastrophic" is intended to mean life threatening illness or injury. A doctor's statement, affirming the nature of the illness or injury, is required in order for the application to be considered.

The maximum number of days of sick leave that an employee may use/withdraw is the day equivalent for that employee equal to 20% of the dollars in the bank or an amount equal to 30 days, whichever is the lesser amount.

Use of the days from the sick leave bank will be considered only after the employee has used all of his/her accumulated sick leave days.

Employees receiving workers' compensation, disability or other paid leave, disability retirement or service retirement will not be eligible for sick leave bank use until or unless rejected by the retirement system for disability or service retirement. All employees will be responsible for payback for funds received from the sick bank upon returning to work.

Sick Leave Bank Committee

The bank will be operated on a voluntary basis. A committee shall be formed to administer the bank and to provide the information whereby the payroll office of the Frontier Local School System will keep the records. This committee will be empowered to adopt the rules and regulations and to make decisions required to administer the sick leave bank, so long as those rules and regulations and decisions do not modify the agreement contained herein. The sick leave bank committee will be composed of the following persons.

1. The Superintendent of the Frontier Local school District, or his designee.
2. The President of the Union or designee.
3. One employee appointed by the Union President.
4. Business representative of the Union.

Vacancies will be filled by the authority making the original appointment. The Superintendent or his designee will serve as chairperson. The sick leave bank committee will adopt rules concerning meeting schedules and necessary forms.

ARTICLE 23 **PERSONAL LEAVE AND LEAVE OF ABSENCE**

Section 23.1.

Employees may take up to four (4) unrestricted personal leave days with pay each contract year subject to the Employer's work requirements. In order to be eligible for personal leave, an employee must complete an application for personal leave form, and submit it to his supervisor no less than five (5) calendar days in advance of the date requested. In an emergency situation, the supervisor may waive the five (5) days notice requirement. The supervisor shall notify the employee within two (2) work days of receipt of the request whether the application has been approved. Personal leave may not be used to extend any school break period (i.e., before or after holidays, Christmas or Spring Break, etc.). Personal leave days which are unused as of June 30 each year shall be credited to the employee's sick leave accumulation.

Section 23.2.

Upon the written request of an employee, the Employer may grant a leave of absence for a period of not more than two (2) years for education or other purposes. The Employer shall grant a leave of absence where a certified disability is the reason for the request, but for no longer than two (2) years. Any employee employed to fill a position temporarily

vacated by an employee on leave of absence shall be interim employee and shall serve only for the length of the leave.

Section 23.3. Court Leave/Jury Duty

The Board shall grant full pay when an employee is summoned for jury duty or subpoenaed as a witness in any court or administrative agency. The Board shall not pay an employee under this section when a bargaining unit member is a party to the court action. An employee may utilize personal leave or leave without pay, at the employee's option.

Section 23.4.

In the event of a physical assault on an employee by a student or by any other person on school district property related to school activity or work assigned to an employee which results in the employee being absent as a result, any such absence shall not be charged against sick leave if verified by a licensed physician. The Employer may verify an employee's condition at the Employer's expense. Employees shall receive full pay and benefits for such absence for a period not to exceed twenty-five (25) working days.

Section 23.5.

Employees elected or selected by the Union to attend conventions, conferences or educational classes conducted by the Union shall be granted leave of absence with pay, provided the employees have provided notification to the Superintendent no less than fifteen (15) calendar days in advance. The number of said employees shall not exceed two (2) per conference, nor shall the leave time exceed two (2) days per conference. The total leave of all employees attending such Union activities shall not exceed six (6) days per year.

ARTICLE 24
SEVERANCE PAY

Section 24.1.

An employee who quits, is non-renewed or is dismissed shall be paid for all accumulated time due the employee.

Section 24.2.

An employee who retires from active service with the Employer under SERS shall, at the time of retirement, be entitled to pay for all accumulated work time, all earned but unused vacation time, and unused incentive days. Additionally, an employee who retires with five (5) or more years with the Employer, but less than ten (10), shall be entitled to payment for earned but unused sick leave, not to exceed thirty (30) days. An employee who retires with ten (10) or more years with the Employer shall be entitled to payment for all earned but unused sick leave, not to exceed forty-five (45) days for the first ninety-nine (99) days of Sick Leave. Employees who retire with ten (10) or more years with the Employer who have a sick leave accumulation of one hundred (100) or more days shall receive a payment equal to 45% of his/her accumulated sick leave balance. Payment under this Section shall be at the employee's rate of pay at the time of retirement. Severance pay shall be made in a lump sum payment.

Section 24.3.

In the event of the death of an employee, any severance pay to which the employee would have been entitled shall be paid to the employee's designated beneficiary or, if no beneficiary is named, to the employee's estate. Sick leave severance benefits shall be paid in accordance with Section 24.2 above on behalf of an employee who, at the time of his death, had the required length of service for those severance benefits, irrespective of any other eligibility requirements for retirement.

ARTICLE 25
MISCELLANEOUS

Section 25.1.

The Employer may require any or all employees to attend in-service training sessions. All time spent in training sessions shall be considered work time.

Section 25.2.

On any day declared a calamity day (schools officially closed by the Superintendent due to snow, flooding, building problems, etc.) where no official state of emergency has been declared, all employees shall be required to report to work unless either specifically informed not to report to work or unless the Superintendent's announcement includes instructions for employees, or classes or employees, to not report to work. Any employee who reports and has not been informed not to report, shall be guaranteed two (2) hours pay. On calamity days, employees may report to work up to one (1) hour after their scheduled starting time, without any loss of pay.

Section 25.3.

When the Employer either requires or decides to provide uniforms to any employees, the uniforms shall be furnished and paid for by the Employer.

Section 25.4.

The Employer shall pick up contributions to the School Employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method. The amount to be "picked-up" on behalf of each employee shall be equal to their current or future statutorily required contribution. The employee's regular compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax.

Section 25.5.

Employees will receive a pass for free attendance to athletic events for themselves and one (1) family member or guest. Employees and spouses and their children/step children shall have free admission to all other school related activities and functions.

Section 25.6.

The employer shall pay the costs of workshops, seminars, and classes which it requires a bargaining unit member to attend.

Section 25.7.

If the employer decides to implement a policy which has an impact on wages, hours, and other terms and conditions of employment, the employer will provide the union with its statutory rights to negotiate the impact of the employer's decision.

Section 25.8

The employer shall pay mileage and the cost associated with BCI and FBI background checks when employees are required to comply. Employees must not schedule such checks during their normal work hours, unless scheduling cannot be done at any other time.

ARTICLE 26
NO STRIKE/NO LOCKOUT

Section 26.2.

The Employer and the Union recognize their responsibility to provide for uninterrupted services to the residents of the school district, and recognize that this Agreement provides for the orderly resolution of grievances. Therefore, the parties agree that:

- A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.
- B. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 1 (A) of this Article.

Section 26.3.

In addition to any other remedies available to the employer, any employee or employees, either individually or collectively, who violate Section 1 (A) of this Article is subject to discipline or discharge by the Employer.

Section 26.4.

In the event of any violation of Section 1 (A) of this Article, the Union shall promptly do whatever it can to prevent or stop such unauthorized acts, including but not limited to, the preparation of and delivery to the Employer a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately" signed by the ranking Union officer. The performance of the obligations set forth in this Section shall release the Union from any claim of liability whatsoever under the provisions of this Article.

Section 26.5.

Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 27
SEVERABILITY

Section 27.1.

This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provisions shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 27.2.

The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

ARTICLE 28
WAIVER IN CASE OF EMERGENCY

Section 28.1.

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Washington County Sheriff, the Federal or State Legislature, where such as acts of God effect the safety and health of the citizens of the Frontier Local School District, the following conditions of this Agreement shall be automatically be suspended:

- A. Time limits for processing of grievances.
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 28.2.

Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed.

ARTICLE 29
DRUG & ALCOHOL TESTING

Section 29.1.

The Board has established the following policy in accordance with the Drug Free Workplace Act of 1988 (PL 100-690 - 102 Stat 4181, Section 5151-5160). This policy is intended to establish a drug free workplace, and will be considered as a condition of employment.

- A. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the Board's workplace is strictly prohibited, and may result in discipline.
- B. Any employee convicted of any federal or state criminal drug statute must notify the Board in writing of that fact within five (5) calendar days of the conviction.
- C. Any employee who fails to report a workplace-related drug conviction:
 - 1. Will be terminated from employment;
 - 2. Will be forever barred from future employment;
 - 3. May be held civilly liable for any loss of Federal funds resulting from the failure to report the conviction.
- D. Whether reported or not, within thirty (30) days of receiving notice of a workplace drug offense conviction or upon concluding that an employee has violated Paragraph A above, the Board will:

Take appropriate personnel action against such employee, up to and including termination; and/or.

 - 1. Require such employee to satisfactorily participate in a drug rehabilitation program.
- E. The Board may require a current employee to submit to a physical examination, which may include breath or urine or similar testing to determine the employee's fitness for duty in a case where there is reasonable suspicion to believe that an employee used or is using a controlled substance or alcohol. "Reasonable suspicion" may be based on personal observable behavior by a trained employer representative, including but not limited to, descriptions of appearance, behavior, speech, breath, or inexplicable behavior or a pattern of abnormal conduct or erratic behavior, including abnormal leave patterns.
- F. The Board recognizes alcoholism and drug addiction as diseases which are treatable, and encourages those employees who may have a drinking or drug problem to seek professional treatment or assistance.
- G. This policy is intended to assure that no employee with a drinking or drug problem will have his/her job security or promotional opportunities jeopardized by a request for treatment. Employees should not read this to mean that a request for treatment will automatically excuse them from discipline where the Board initiated disciplinary action for manufacturing, distributing, dispensing, possessing, or using drugs in the workplace. Rather, an employee who seeks treatment on his/her own initiative is in a better position than one who brings up a drinking or drug problem for the first time in a disciplinary hearing.

- H. It will be the responsibility of the employee to comply with the Board's referral for diagnosis and to cooperate with the prescribed treatment. An employee's refusal to accept referral or follow the prescribed plan of treatment may be considered insubordination. An employee who is referred to a drug rehabilitation program and fails to satisfactorily participate in the program may be terminated from employment.
- I. Referral to a rehabilitation program is designed primarily for those employees who appear to have a treatable condition, not to protect those who manufacture, distribute, or dispense drugs in the workplace.
- J. The individual's right to confidentiality and privacy are recognized. The pertinent information and records of employees relating to matters involving drinking or drug problems will be preserved in the same manner as all other medical records.
- K. Implementation of this policy will not require or result in any special regulations, privileges, or exemptions from the standard administrative practices applicable to job performance.
- L. Board employees who are required to have a Commercial Driver's License (C.D.L.) are required to participate in the County's drug and alcohol testing program pursuant to the U.S. Department of Transportation's regulations.
- M. All time spent administering an alcohol or controlled substance test, including travel time, shall be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Any employee who is not allowed to return to work while awaiting test results shall be compensated during the waiting period for all time lost, including overtime, if applicable. The Employer shall pay all costs associated with the Administration of alcohol and controlled substances tests. This includes all retests, second test and/or testing of the "split specimen" at a federally certified laboratory. If so requested by the employee the time spent at testing for a random test may be compensated by extra time a driver may already be receiving compensation. If an employee is required to use his or her personal automobile to travel to the test site, the employee will be reimbursed for mileage at the IRS rate.

ARTICLE 30
FAMILY AND MEDICAL LEAVE

The Family and Medical Leave Act of 1993 (FMLA) requires covered employers to provide up to twelve (12) weeks of job-protected leave to "eligible" employees for certain family and medical reasons. Employee health benefits shall continue during the twelve weeks of leave. Where this policy and procedure may conflict with the Act, the latter controls.

A. Employee Eligibility Requirements

1. Must have worked for the Board for at least twelve (12) months;

2. Must have worked for 1,250 hours over the immediately preceding twelve (12) consecutive months. Hours in "active pay status" but not actually worked (e.g., vacation, sick, holiday, compensatory time etc.) shall not be included in the calculation of the 1,250 hours; and
3. Must give written notices as set forth in this policy.

B. Reasons for Taking Leave

An eligible employee is entitled to a total of twelve (12) work weeks of leave during the twelve (12) month period for any one or more of the following reasons:

1. The birth of a child or the placement with the employee of a child for adoption or foster care;
2. To care for an employee's spouse, son, daughter, or parent with a serious health condition; and
3. Because of a serious health condition that makes the employee unable to perform any one or more of the functions of his/her job.

Note: Spouses employed by the Board are jointly entitled to a combined total of twelve (12) work weeks of family leave for the birth of a child or for the placement of a child for adoption or foster care.

C. Entitlement Period

The "12-Month Entitlement Period" means a rolling 12-month period measured forward from the date leave is taken and continuous with each additional leave day taken.

D. Substitution of Paid Leave

Employees will be required to use their accrued sick and vacation leave allowances when the reason for the leave also qualifies as a permissible use of the paid leave before using unpaid leave. Such paid will count towards the twelve (12) weeks FMLA leave entitlement.

E. Intermittent Leave or Reduced Leave

An employee may request to take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary."

1. "Medically necessarily" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
2. The employee must request intermittent leave.
3. The minimum amount of leave which may be taken at one time is one (1) hour.
4. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the Board's consent.
5. For part-time employees and those who work variable hours, the Family and Medical Leave entitlement is calculated on a pro rata basis.

F. Advance Notice and Medical Certification

The employee is required to provide advance leave notice and medical certification. The leave may be denied or delayed if the requirements are not met.

1. The employee ordinarily must provide thirty (30) days advance written notice when the leave is "foreseeable." Failure to comply with this requirement may result in the request being delayed or denied.
2. Where it is not possible to provide thirty (30) days notice, or where the need for the leave is unforeseen, the employee must provide written notice as soon as is practicable.
3. The employee shall submit medical certification from the physician or health care provider within two (2) days of the request to support a request for leave because of a serious health condition for the employee or immediate family member. Also, the Board's health care provider may contact the employee's health care provider for clarification of the certification.
4. At the option of the Board, a second or third medical opinion may be required, at the Board's expense. The Board will require certification from the health care provider that upon the employee's return to work, the employee will be able to perform the essential functions of his/her position. The fitness for duty exams to return from FMLA leave is at the employee's expense.
5. Periodic reports during FMLA leave regarding the employee's status and intent to return to work may be required by the Board. Also, an employee may be required to provide a re-certification notice following the

expiration of a minimum leave duration of more than thirty (30) days. Recertification exams are at the employee's expense.

6. If the leave is foreseeable, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the School District, subject to approval of the health care provider of the employee, the spouse, son, daughter, or parent.

The Board will provide notice to the employee regarding the employee's rights and obligations under the FMLA, as soon as the leave is determined to qualify as FMLA leave.

7. The employee will be responsible to pay his/her share of health insurance costs during the leave. Payment is due on payday, when payment would normally be deducted from the employee's paycheck. The Board will require the employee to repay all premiums paid by the Board during the leave, should the employee fail to return to employment upon expiration of this leave, for any reason other than:

- a. A properly certified statement from the health care provider that the continuation, recurrence, or onset of the serious health condition that entitled the employee to leave prevented the employee from returning; or.

- b. Other circumstances beyond the employee's control prevented the employee from returning.

8. Failure to comply with any of these requirements may result in disciplinary action as a violation of this policy. Failure to return to employment upon the termination of this leave shall be deemed an unexcused absence and gross misconduct for the purposes of imposing discipline and may result in termination of the employee's employment with the Board.

G. Designation of Leave

If the employee fails to request leave as provided for in this policy, the Board may designate the employee's absence as family and medical leave, paid or unpaid, based upon information provided by the employee. The Board may require additional information from the employee, the employee's spokesperson, or the employee's physician to ascertain whether the leave qualifies as FMLA leave. When the Board has adequate knowledge to determine that a leave is for an FMLA reason, the Board shall immediately within two (2) days notify the employee in writing of the period of leave which will be designated and counted as FMLA leave. Such leave may be designated retroactively and/or prospectively.

H. Reinstatements

1. For the duration of FMLA leave, the employee's medical and life insurance coverage will be continued at the same level and under the same conditions as if the employee had continued in employment for the duration of the leave.
2. If the employee returns from FMLA leave within twelve (12) weeks, the employee will be reinstated to their former position or an equivalent position with equivalent pay, benefits, status, and authority.
3. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

I. Definitions

1. Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves:
 - a. Any period of incapacity or treatment connected with inpatient care (i.e., overnight stay) in a hospital, hospice, or residential medical care facility.
 - b. Continuing treatment by, or under the supervision of, healthcare provided including:
 - A period of incapacity of more than three (3) consecutive calendar days from work, and any subsequent treatment relating to the same condition that requires either two (2) visits to the healthcare provider or one (1) visit followed by a regimen of treatment;
 - Any period of incapacity or treatment due to a chronic health condition, pregnancy, or prenatal care, a permanent or long-term condition for which treatment may not be effective, or to receive multiple treatments for condition which would likely result in capacity for more than three (3) days if not treatment.
2. Parent means the biological parent of an employee or an individual who stood in place of a parent to an employee.
3. Spouse means legal husband or wife, as the case may be.

4. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years or 18 years of age or older and incapable of self-care because of a mental or physical disability.
5. Birth or Placement of a Child: All leave taken in connection with the birth or placement through adoption or foster care of a child must be taken within 12 months of the birth placement. FMLA leave for the placement of a child for foster care is available only when the placement is made by the State.
6. Care of a Family Member: To be eligible for FMLA leave for the care of a spouse, son, daughter or parent, the employee must be "needed to care for" that person, providing either physical or psychological care. This need can be demonstrated by the employee by getting a medical certification that the family member is unable to care for his/her own basic needs or safety or that the employee's presence would provide beneficial psychological comfort to the family member. An employee would also qualify for this leave to substitute for other providing care or to make arrangements for the care of a family member with a serious health condition.

J. FMLA Leave Certification Requirement

If the basis for the employee's leave request is because of a serious health condition or if the employee is requesting medical leave to care for a spouse, son, daughter, or parent, the employee must provide written certification by the health care provider of the employee, spouse, son, daughter, or parent, as appropriate which certifies:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
4. If the requested leave is for care of the son, daughter, spouse, or parent, a statement that the employee is needed to care for the son, daughter, spouse, or parent;
5. If the leave is for the employee, a statement that the employee is unable to perform the essential functions of the employee's position; and
6. If the request is for intermittent leave or leave on a reduced schedule.
 - a. For planned medical treatment, the dates on which treatment is expected to be given and the duration of such treatment; or

- b. In cases where the employee has a serious health condition, a statement regarding the medical necessity for the leave and expected duration; and
- c. In cases where the leave is in order to care for spouse, son, daughter, or parent, a statement that the leave is necessary for the care of the spouse, son, daughter, or parent, or will assist their recovery, and the expected duration and schedule of the leave.

The failure of the employee to provide medical certification shall result in denial of the requested leave. The Board may also require the employee to submit recertification on a reasonable basis

ARTICLE 31 **DURATION**

Section 31.1.

This Agreement shall become effective on its execution date and shall remain in full force and effect until 11:59 p.m. June 30, 2013.

Section 31.2.

If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than 120 days and no later than 90 days before the expiration of the agreement. Such notice shall be by certified mail. Negotiations shall commence within fourteen calendar days of receipt of the notice.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 10th day of July, 2012.

OAPSE LOCAL 510
AFSCME LOCAL 4/AFL-CIO

FRONTIER LOCAL SCHOOLS
BOARD OF EDUCATION

Brenda Wilson
President

Bruce Holder
Superintendent

Karen Bookman

Jeffrey E. Lowe BOARD PRESIDENT

7-10-12
Date

7-10-12
Date

Memorandum of Agreement

The Frontier Local School District Board of Education (Board) and OAPSE Local 510 (OAPSE) hereby enter into this memorandum concerning the use and reinstatement of sick leave of employees who subsequently are granted Workman's Compensation benefits.

Whereas: The occasion has arisen, in which employees have utilized sick leave prior to beginning unpaid leave to utilize worker's compensation benefits.

And: The parties wish to reimburse these employees for a portion of the sick leave utilized by the employee.

Therefore: The parties agree to the following:

Employees who utilize sick leave due to occupational illness or injury prior to utilizing benefits provided by Worker's Compensation, will, at the employer's option, be credited with a number of days which is equal to but not greater than the amount which would have been re-credited to the employee's sick leave accumulation had Worker's Compensation purchased sick leave in the employee's behalf.

APPROVED:

OAPSE LOCAL 510
AFSCME LOCAL 4/AFL-CIO

FRONTIER LOCAL SCHOOLS
BOARD OF EDUCATION

Brenda Wilson
President

[Signature]
Superintendent

7-10-12
Date

7-10-12
Date

APPENDIX A
DETERMINATION OF WEIGHTED AVERAGE RATE OF PAY

For purposes of clarification and illustration only, the following example is given.

1. Employee's regular rate of pay is six dollars \$6.00 per hour and he customarily works six (6) hours per day (30 hours per week).
2. During the work week, in addition to his regular duties, he works extra assignments of six (6) hours at seven dollars (\$7.00) per hour, and six (6) hours at five dollars and fifty cents (\$5.50) per hour.
3. The Employee has worked forty-two (42) total hours and his total straight time pay entitlement is $30 \times 6.00 + 6 \times 7.00 + 6 \times 5.50$ for a total of \$255.00 straight time earnings.
4. His weighted average hourly rate equals \$255.00 divided by 42 hours equals \$6.07. The employee has worked 2 hours overtime, so he is entitled to an additional \$3.035 for each overtime hour (this equals the additional half time to be paid beyond the straight time).

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 31 day of January, 2012 by and between the OAPSE Local 510 (Association) and the Frontier Local School District Board of Education (Board).

Whereas, the Board and Association have entered into a Collective Bargaining Agreement; and

Whereas, in the Collective Bargaining Agreement, the Association and Board agreed upon terms and conditions for Major Medical Insurance and thus agreed upon the reduction and elimination of the employee Marriage Incentive during the 2011-2012 and 2012-2013 school years;

Now, therefore, the Board and Association agree that:

The savings to the district for the next two years will be distributed annually and evenly to all employees who are taking medical insurance coverage from the district during the year of distribution. The first year's savings will be \$7,000 and the second is currently estimated at \$14,000. Distribution of savings will end after the second year.

This Memorandum of Understanding has been reviewed by both parties and becomes effective upon the signature of the Association President and Superintendent and will apply throughout the full term of the process specified above. By executing this agreement, each party represents to the other that each understands completely the terms and conditions of this agreement and that no representations, inducements, promises, covenant, or agreement have been made except as set forth herein.

OAPSE LOCAL 510

**FRONTIER LOCAL SCHOOLS
BOARD OF EDUCATION**

Brenda Wilson

Brenda Wilson, President

Bruce Kidder

Bruce Kidder, Superintendent

1-31-12

Date

1-30-12

Date

**FRONTIER LOCAL SCHOOL DISTRICT
APPENDIX B
OAPSE SALARY SCHEDULE**

CLASSIFICATION	STEP	1-Jul-08	1-Jul-09	1-Jul-10	1-Jul-11	1-Jan-12	1-Jul-12
					1.25%	1.00%	0%
Cooks	1	\$ 10.20	\$ 10.45	\$ 10.65	\$ 10.78	\$ 10.89	\$ 10.89
Educational Aides	2	\$ 10.34	\$ 10.59	\$ 10.79	\$ 10.92	\$ 11.03	\$ 11.03
Personal Attendant	3	\$ 10.48	\$ 10.73	\$ 10.93	\$ 11.07	\$ 11.18	\$ 11.18
for a Multiple	4	\$ 10.62	\$ 10.87	\$ 11.07	\$ 11.21	\$ 11.32	\$ 11.32
Handicapped Child	5	\$ 10.76	\$ 11.01	\$ 11.21	\$ 11.35	\$ 11.46	\$ 11.46
	6	\$ 10.91	\$ 11.16	\$ 11.36	\$ 11.50	\$ 11.62	\$ 11.62
	7	\$ 11.09	\$ 11.34	\$ 11.54	\$ 11.68	\$ 11.80	\$ 11.80
	8	\$ 11.22	\$ 11.47	\$ 11.67	\$ 11.82	\$ 11.93	\$ 11.93
	9	\$ 11.38	\$ 11.63	\$ 11.83	\$ 11.98	\$ 12.10	\$ 12.10
	10	\$ 11.53	\$ 11.78	\$ 11.98	\$ 12.13	\$ 12.25	\$ 12.25
	11	\$ 11.93	\$ 12.18	\$ 12.38	\$ 12.53	\$ 12.66	\$ 12.66
	12	\$ 12.02	\$ 12.27	\$ 12.47	\$ 12.63	\$ 12.75	\$ 12.75
	13	\$ 12.11	\$ 12.36	\$ 12.56	\$ 12.72	\$ 12.84	\$ 12.84
	14	\$ 12.21	\$ 12.46	\$ 12.66	\$ 12.82	\$ 12.95	\$ 12.95
	15	\$ 12.30	\$ 12.55	\$ 12.75	\$ 12.91	\$ 13.04	\$ 13.04
	16	\$ 12.40	\$ 12.65	\$ 12.85	\$ 13.01	\$ 13.14	\$ 13.14
	17	\$ 12.50	\$ 12.75	\$ 12.95	\$ 13.11	\$ 13.24	\$ 13.24
	18	\$ 12.59	\$ 12.84	\$ 13.04	\$ 13.20	\$ 13.34	\$ 13.34
	19	\$ 12.69	\$ 12.94	\$ 13.14	\$ 13.30	\$ 13.44	\$ 13.44
	20	\$ 12.79	\$ 13.04	\$ 13.24	\$ 13.41	\$ 13.54	\$ 13.54
	21	\$ 12.89	\$ 13.14	\$ 13.34	\$ 13.51	\$ 13.64	\$ 13.64
	22	\$ 13.00	\$ 13.25	\$ 13.45	\$ 13.62	\$ 13.75	\$ 13.75
	23	\$ 13.10	\$ 13.35	\$ 13.55	\$ 13.72	\$ 13.86	\$ 13.86
	24	\$ 13.21	\$ 13.46	\$ 13.66	\$ 13.83	\$ 13.97	\$ 13.97
	25	\$ 13.31	\$ 13.56	\$ 13.76	\$ 13.93	\$ 14.07	\$ 14.07
	26	\$ 13.42	\$ 13.67	\$ 13.87	\$ 14.04	\$ 14.18	\$ 14.18
	27	\$ 13.53	\$ 13.78	\$ 13.98	\$ 14.15	\$ 14.30	\$ 14.30
	28	\$ 13.63	\$ 13.88	\$ 14.08	\$ 14.26	\$ 14.40	\$ 14.40
	29	\$ 13.74	\$ 13.99	\$ 14.19	\$ 14.37	\$ 14.51	\$ 14.51
	30	\$ 13.85	\$ 14.10	\$ 14.30	\$ 14.48	\$ 14.62	\$ 14.62
	31	\$ 13.97	\$ 14.22	\$ 14.42	\$ 14.60	\$ 14.75	\$ 14.75
	32	\$ 14.08	\$ 14.33	\$ 14.53	\$ 14.71	\$ 14.86	\$ 14.86

**FRONTIER LOCAL SCHOOL DISTRICT
APPENDIX B
OAPSE SALARY SCHEDULE**

CLASSIFICATION	STEP	1-Jul-08	1-Jul-09	1-Jul-10	1-Jul-11	1-Jan-12	1-Jul-12
					1.25%	1.00%	0%
Head Cook	1	\$10.90	\$11.15	\$11.35	\$11.49	\$11.61	\$11.61
	2	\$11.04	\$11.29	\$11.49	\$11.63	\$11.75	\$11.75
	3	\$11.18	\$11.43	\$11.63	\$11.78	\$11.89	\$11.89
	4	\$11.32	\$11.57	\$11.77	\$11.92	\$12.04	\$12.04
	5	\$11.46	\$11.71	\$11.91	\$12.06	\$12.18	\$12.18
	6	\$11.61	\$11.86	\$12.06	\$12.21	\$12.33	\$12.33
	7	\$11.79	\$12.04	\$12.24	\$12.39	\$12.52	\$12.52
	8	\$11.92	\$12.17	\$12.37	\$12.52	\$12.65	\$12.65
	9	\$12.08	\$12.33	\$12.53	\$12.69	\$12.81	\$12.81
	10	\$12.23	\$12.48	\$12.68	\$12.84	\$12.97	\$12.97
	11	\$12.63	\$12.88	\$13.08	\$13.24	\$13.38	\$13.38
	12	\$12.72	\$12.97	\$13.17	\$13.33	\$13.47	\$13.47
	13	\$12.82	\$13.07	\$13.27	\$13.44	\$13.57	\$13.57
	14	\$12.92	\$13.17	\$13.37	\$13.54	\$13.67	\$13.67
	15	\$13.03	\$13.28	\$13.48	\$13.65	\$13.78	\$13.78
	16	\$13.13	\$13.38	\$13.58	\$13.75	\$13.89	\$13.89
	17	\$13.24	\$13.49	\$13.69	\$13.86	\$14.00	\$14.00
	18	\$13.34	\$13.59	\$13.79	\$13.96	\$14.10	\$14.10
	19	\$13.45	\$13.70	\$13.90	\$14.07	\$14.21	\$14.21
	20	\$13.56	\$13.81	\$14.01	\$14.19	\$14.33	\$14.33
	21	\$13.66	\$13.91	\$14.11	\$14.29	\$14.43	\$14.43
	22	\$13.77	\$14.02	\$14.22	\$14.40	\$14.54	\$14.54
	23	\$13.89	\$14.14	\$14.34	\$14.52	\$14.66	\$14.66
	24	\$14.00	\$14.25	\$14.45	\$14.63	\$14.78	\$14.78
	25	\$14.11	\$14.36	\$14.56	\$14.74	\$14.89	\$14.89
	26	\$14.23	\$14.48	\$14.68	\$14.86	\$15.01	\$15.01
	27	\$14.34	\$14.59	\$14.79	\$14.97	\$15.12	\$15.12
	28	\$14.46	\$14.71	\$14.91	\$15.10	\$15.25	\$15.25
	29	\$14.58	\$14.83	\$15.03	\$15.22	\$15.37	\$15.37
	30	\$14.70	\$14.95	\$15.15	\$15.34	\$15.49	\$15.49
	31	\$14.82	\$15.07	\$15.27	\$15.46	\$15.62	\$15.62
	32	\$14.94	\$15.19	\$15.39	\$15.58	\$15.74	\$15.74

**FRONTIER LOCAL SCHOOL DISTRICT
APPENDIX B
OAPSE SALARY SCHEDULE**

CLASSIFICATION

Librarian Aide

STEP	1-Jul-08	1-Jul-09	1-Jul-10	1-Jul-11	1-Jan-12	1-Jul-12
				1.25%	1.00%	0%
1	\$ 10.35	\$ 10.60	\$ 10.80	\$ 10.94	\$ 11.04	\$ 11.04
2	\$ 10.49	\$ 10.74	\$ 10.94	\$ 11.08	\$ 11.08	\$ 11.08
3	\$ 10.63	\$ 10.88	\$ 11.08	\$ 11.22	\$ 11.22	\$ 11.22
4	\$ 10.78	\$ 11.03	\$ 11.23	\$ 11.37	\$ 11.37	\$ 11.37
5	\$ 10.93	\$ 11.18	\$ 11.38	\$ 11.52	\$ 11.52	\$ 11.52
6	\$ 11.08	\$ 11.33	\$ 11.53	\$ 11.67	\$ 11.67	\$ 11.67
7	\$ 11.23	\$ 11.48	\$ 11.68	\$ 11.83	\$ 11.83	\$ 11.83
8	\$ 11.39	\$ 11.64	\$ 11.84	\$ 11.99	\$ 11.99	\$ 11.99
9	\$ 11.55	\$ 11.80	\$ 12.00	\$ 12.15	\$ 12.15	\$ 12.15
10	\$ 11.72	\$ 11.97	\$ 12.17	\$ 12.32	\$ 12.32	\$ 12.32
11	\$ 12.20	\$ 12.45	\$ 12.65	\$ 12.81	\$ 12.81	\$ 12.81
12	\$ 12.29	\$ 12.54	\$ 12.74	\$ 12.90	\$ 12.90	\$ 12.90
13	\$ 12.39	\$ 12.64	\$ 12.84	\$ 13.00	\$ 13.00	\$ 13.00
14	\$ 12.48	\$ 12.73	\$ 12.93	\$ 13.09	\$ 13.09	\$ 13.09
15	\$ 12.58	\$ 12.83	\$ 13.03	\$ 13.19	\$ 13.19	\$ 13.19
16	\$ 12.68	\$ 12.93	\$ 13.13	\$ 13.29	\$ 13.29	\$ 13.29
17	\$ 12.78	\$ 13.03	\$ 13.23	\$ 13.40	\$ 13.40	\$ 13.40
18	\$ 12.88	\$ 13.13	\$ 13.33	\$ 13.50	\$ 13.50	\$ 13.50
19	\$ 12.99	\$ 13.24	\$ 13.44	\$ 13.61	\$ 13.61	\$ 13.61
20	\$ 13.09	\$ 13.34	\$ 13.54	\$ 13.71	\$ 13.71	\$ 13.71
21	\$ 13.19	\$ 13.44	\$ 13.64	\$ 13.81	\$ 13.81	\$ 13.81
22	\$ 13.30	\$ 13.55	\$ 13.75	\$ 13.92	\$ 13.92	\$ 13.92
23	\$ 13.41	\$ 13.66	\$ 13.86	\$ 14.03	\$ 14.03	\$ 14.03
24	\$ 13.51	\$ 13.76	\$ 13.96	\$ 14.13	\$ 14.13	\$ 14.13
25	\$ 13.62	\$ 13.87	\$ 14.07	\$ 14.25	\$ 14.25	\$ 14.25
26	\$ 13.73	\$ 13.98	\$ 14.18	\$ 14.36	\$ 14.36	\$ 14.36
27	\$ 13.84	\$ 14.09	\$ 14.29	\$ 14.47	\$ 14.47	\$ 14.47
28	\$ 13.95	\$ 14.20	\$ 14.40	\$ 14.58	\$ 14.58	\$ 14.58
29	\$ 14.07	\$ 14.32	\$ 14.52	\$ 14.70	\$ 14.70	\$ 14.70
30	\$ 14.18	\$ 14.43	\$ 14.63	\$ 14.81	\$ 14.81	\$ 14.81
31	\$ 14.30	\$ 14.55	\$ 14.75	\$ 14.93	\$ 14.93	\$ 14.93
32	\$ 14.41	\$ 14.66	\$ 14.86	\$ 15.05	\$ 15.20	\$ 15.20

**FRONTIER LOCAL SCHOOL DISTRICT
APPENDIX B
OAPSE SALARY SCHEDULE**

CLASSIFICATION	STEP	1-Jul-08	1-Jul-09	1-Jul-10	1-Jul-11	1-Jan-12	1-Jul-12
					1.25%	1.00%	0%
Secretary Custodian	1	\$10.54	\$10.79	\$10.99	\$11.13	\$11.24	\$11.24
	2	\$10.69	\$10.94	\$11.14	\$11.28	\$11.39	\$11.39
	3	\$10.84	\$11.09	\$11.29	\$11.43	\$11.55	\$11.55
	4	\$10.99	\$11.24	\$11.44	\$11.58	\$11.70	\$11.70
	5	\$11.16	\$11.41	\$11.61	\$11.76	\$11.87	\$11.87
	6	\$11.32	\$11.57	\$11.77	\$11.92	\$12.04	\$12.04
	7	\$11.46	\$11.71	\$11.91	\$12.06	\$12.18	\$12.18
	8	\$11.63	\$11.88	\$12.08	\$12.23	\$12.35	\$12.35
	9	\$11.79	\$12.04	\$12.24	\$12.39	\$12.52	\$12.52
	10	\$11.96	\$12.21	\$12.41	\$12.57	\$12.69	\$12.69
	11	\$12.39	\$12.64	\$12.84	\$13.00	\$13.13	\$13.13
	12	\$12.48	\$12.73	\$12.93	\$13.09	\$13.22	\$13.22
	13	\$12.58	\$12.83	\$13.03	\$13.19	\$13.32	\$13.32
	14	\$12.68	\$12.93	\$13.13	\$13.29	\$13.43	\$13.43
	15	\$12.78	\$13.03	\$13.23	\$13.40	\$13.53	\$13.53
	16	\$12.88	\$13.13	\$13.33	\$13.50	\$13.63	\$13.63
	17	\$12.98	\$13.23	\$13.43	\$13.60	\$13.73	\$13.73
	18	\$13.09	\$13.34	\$13.54	\$13.71	\$13.85	\$13.85
	19	\$13.19	\$13.44	\$13.64	\$13.81	\$13.95	\$13.95
	20	\$13.30	\$13.55	\$13.75	\$13.92	\$14.06	\$14.06
	21	\$13.40	\$13.65	\$13.85	\$14.02	\$14.16	\$14.16
	22	\$13.51	\$13.76	\$13.96	\$14.13	\$14.28	\$14.28
	23	\$13.62	\$13.87	\$14.07	\$14.25	\$14.39	\$14.39
	24	\$13.73	\$13.98	\$14.18	\$14.36	\$14.50	\$14.50
	25	\$13.84	\$14.09	\$14.29	\$14.47	\$14.61	\$14.61
	26	\$13.95	\$14.20	\$14.40	\$14.58	\$14.73	\$14.73
	27	\$14.06	\$14.31	\$14.51	\$14.69	\$14.84	\$14.84
	28	\$14.18	\$14.43	\$14.63	\$14.81	\$14.96	\$14.96
	29	\$14.29	\$14.54	\$14.74	\$14.92	\$15.07	\$15.07
	30	\$14.41	\$14.66	\$14.86	\$15.05	\$15.20	\$15.20
	31	\$14.53	\$14.78	\$14.98	\$15.17	\$15.32	\$15.32
	32	\$14.65	\$14.90	\$15.10	\$15.29	\$15.44	\$15.44
	33	\$14.77	\$15.02	\$15.22	\$15.41	\$15.56	\$15.56
	34	\$14.88	\$15.13	\$15.33	\$15.52	\$15.68	\$15.68
	35	\$15.00	\$15.25	\$15.45	\$15.64	\$15.80	\$15.80
	36	\$15.11	\$15.36	\$15.56	\$15.75	\$15.91	\$15.91

CLASSIFICATION

Secretary
Custodian

STEP	1-Jul-08	1-Jul-09	1-Jul-10	1-Jul-11	1-Jan-12	1-Jul-12
				1.25%	1.00%	0%
37	\$15.21	\$15.46	\$15.66	\$15.86	\$16.01	\$16.01
38	\$15.31	\$15.56	\$15.76	\$15.96	\$16.12	\$16.12
39	\$15.41	\$15.66	\$15.86	\$16.06	\$16.22	\$16.22
40	\$15.52	\$15.77	\$15.97	\$16.17	\$16.33	\$16.33
41	\$15.62	\$15.87	\$16.07	\$16.27	\$16.43	\$16.43
42	\$15.72	\$15.97	\$16.17	\$16.37	\$16.54	\$16.54

**FRONTIER LOCAL SCHOOL DISTRICT
APPENDIX B
OAPSE SALARY SCHEDULE**

CLASSIFICATION	STEP	1-Jul-08	1-Jul-09	1-Jul-10	1-Jul-11	1-Jan-12	1-Jul-12
					1.25%	1.00%	0%
Maintenance/Helper Mechanic/Helper	1	\$ 11.38	\$ 11.63	\$ 11.83	\$ 11.98	\$ 12.10	\$ 12.10
	2	\$ 11.55	\$ 11.80	\$ 12.00	\$ 12.15	\$ 12.27	\$ 12.27
	3	\$ 11.72	\$ 11.97	\$ 12.17	\$ 12.32	\$ 12.45	\$ 12.45
	4	\$ 11.90	\$ 12.15	\$ 12.35	\$ 12.50	\$ 12.63	\$ 12.63
	5	\$ 12.04	\$ 12.29	\$ 12.49	\$ 12.65	\$ 12.77	\$ 12.77
	6	\$ 12.23	\$ 12.48	\$ 12.68	\$ 12.84	\$ 12.97	\$ 12.97
	7	\$ 12.41	\$ 12.66	\$ 12.86	\$ 13.02	\$ 13.15	\$ 13.15
	8	\$ 12.59	\$ 12.84	\$ 13.04	\$ 13.20	\$ 13.34	\$ 13.34
	9	\$ 12.77	\$ 13.02	\$ 13.22	\$ 13.39	\$ 13.52	\$ 13.52
	10	\$ 12.94	\$ 13.19	\$ 13.39	\$ 13.56	\$ 13.69	\$ 13.69
	11	\$ 13.43	\$ 13.68	\$ 13.88	\$ 14.05	\$ 14.19	\$ 14.19
	12	\$ 13.53	\$ 13.78	\$ 13.98	\$ 14.15	\$ 14.30	\$ 14.30
	13	\$ 13.64	\$ 13.89	\$ 14.09	\$ 14.27	\$ 14.41	\$ 14.41
	14	\$ 13.75	\$ 14.00	\$ 14.20	\$ 14.38	\$ 14.52	\$ 14.52
	15	\$ 13.86	\$ 14.11	\$ 14.31	\$ 14.49	\$ 14.63	\$ 14.63
	16	\$ 13.97	\$ 14.22	\$ 14.42	\$ 14.60	\$ 14.75	\$ 14.75
	17	\$ 14.09	\$ 14.34	\$ 14.54	\$ 14.72	\$ 14.87	\$ 14.87
	18	\$ 14.20	\$ 14.45	\$ 14.65	\$ 14.83	\$ 14.98	\$ 14.98
	19	\$ 14.32	\$ 14.57	\$ 14.77	\$ 14.95	\$ 15.10	\$ 15.10
	20	\$ 14.43	\$ 14.68	\$ 14.88	\$ 15.07	\$ 15.22	\$ 15.22
	21	\$ 14.55	\$ 14.80	\$ 15.00	\$ 15.19	\$ 15.34	\$ 15.34
	22	\$ 14.67	\$ 14.92	\$ 15.12	\$ 15.31	\$ 15.46	\$ 15.46
	23	\$ 14.79	\$ 15.04	\$ 15.24	\$ 15.43	\$ 15.58	\$ 15.58
	24	\$ 14.91	\$ 15.16	\$ 15.36	\$ 15.55	\$ 15.71	\$ 15.71
	25	\$ 15.04	\$ 15.29	\$ 15.49	\$ 15.68	\$ 15.84	\$ 15.84
	26	\$ 15.16	\$ 15.41	\$ 15.61	\$ 15.81	\$ 15.96	\$ 15.96
	27	\$ 15.28	\$ 15.53	\$ 15.73	\$ 15.93	\$ 16.09	\$ 16.09
	28	\$ 15.41	\$ 15.66	\$ 15.86	\$ 16.06	\$ 16.22	\$ 16.22
	29	\$ 15.54	\$ 15.79	\$ 15.99	\$ 16.19	\$ 16.35	\$ 16.35
	30	\$ 15.67	\$ 15.92	\$ 16.12	\$ 16.32	\$ 16.48	\$ 16.48
	31	\$ 15.80	\$ 16.05	\$ 16.25	\$ 16.45	\$ 16.62	\$ 16.62
	32	\$ 15.93	\$ 16.18	\$ 16.38	\$ 16.58	\$ 16.75	\$ 16.75

**FRONTIER LOCAL SCHOOL DISTRICT
APPENDIX B
OAPSE SALARY SCHEDULE**

CLASSIFICATION	STEP	1-Jul-08	1-Jul-09	1-Jul-10	1-Jul-11	1-Jan-12	1-Jul-12
					1.25%	1.00%	0%
Bus Driver	1	\$ 12.89	\$ 13.14	\$ 13.34	\$ 13.51	\$ 13.64	\$ 13.64
	2	\$ 13.07	\$ 13.32	\$ 13.52	\$ 13.69	\$ 13.83	\$ 13.83
	3	\$ 13.25	\$ 13.50	\$ 13.70	\$ 13.87	\$ 14.01	\$ 14.01
	4	\$ 13.44	\$ 13.69	\$ 13.89	\$ 14.06	\$ 14.20	\$ 14.20
	5	\$ 13.66	\$ 13.91	\$ 14.11	\$ 14.29	\$ 14.43	\$ 14.43
	6	\$ 13.84	\$ 14.09	\$ 14.29	\$ 14.47	\$ 14.61	\$ 14.61
	7	\$ 14.03	\$ 14.28	\$ 14.48	\$ 14.66	\$ 14.81	\$ 14.81
	8	\$ 14.24	\$ 14.49	\$ 14.69	\$ 14.87	\$ 15.02	\$ 15.02
	9	\$ 14.44	\$ 14.69	\$ 14.89	\$ 15.08	\$ 15.23	\$ 15.23
	10	\$ 14.67	\$ 14.92	\$ 15.12	\$ 15.31	\$ 15.46	\$ 15.46
	11	\$ 15.19	\$ 15.44	\$ 15.64	\$ 15.84	\$ 15.99	\$ 15.99
	12	\$ 15.30	\$ 15.55	\$ 15.75	\$ 15.95	\$ 16.11	\$ 16.11
	13	\$ 15.42	\$ 15.67	\$ 15.87	\$ 16.07	\$ 16.23	\$ 16.23
	14	\$ 15.55	\$ 15.80	\$ 16.00	\$ 16.20	\$ 16.36	\$ 16.36
	15	\$ 15.68	\$ 15.93	\$ 16.13	\$ 16.33	\$ 16.49	\$ 16.49
	16	\$ 15.81	\$ 16.06	\$ 16.26	\$ 16.46	\$ 16.63	\$ 16.63
	17	\$ 15.94	\$ 16.19	\$ 16.39	\$ 16.59	\$ 16.76	\$ 16.76
	18	\$ 16.08	\$ 16.33	\$ 16.53	\$ 16.74	\$ 16.90	\$ 16.90
	19	\$ 16.21	\$ 16.46	\$ 16.66	\$ 16.87	\$ 17.04	\$ 17.04
	20	\$ 16.35	\$ 16.60	\$ 16.80	\$ 17.01	\$ 17.18	\$ 17.18
	21	\$ 16.48	\$ 16.73	\$ 16.93	\$ 17.14	\$ 17.31	\$ 17.31
	22	\$ 16.62	\$ 16.87	\$ 17.07	\$ 17.28	\$ 17.46	\$ 17.46
	23	\$ 16.76	\$ 17.01	\$ 17.21	\$ 17.43	\$ 17.60	\$ 17.60
	24	\$ 16.90	\$ 17.15	\$ 17.35	\$ 17.57	\$ 17.74	\$ 17.74
	25	\$ 17.04	\$ 17.29	\$ 17.49	\$ 17.71	\$ 17.89	\$ 17.89
	26	\$ 17.19	\$ 17.44	\$ 17.64	\$ 17.86	\$ 18.04	\$ 18.04
	27	\$ 17.33	\$ 17.58	\$ 17.78	\$ 18.00	\$ 18.18	\$ 18.18
	28	\$ 17.48	\$ 17.73	\$ 17.93	\$ 18.15	\$ 18.34	\$ 18.34
	29	\$ 17.63	\$ 17.88	\$ 18.08	\$ 18.31	\$ 18.49	\$ 18.49
	30	\$ 17.78	\$ 18.03	\$ 18.23	\$ 18.46	\$ 18.64	\$ 18.64
	31	\$ 17.93	\$ 18.18	\$ 18.38	\$ 18.61	\$ 18.80	\$ 18.80
	32	\$ 18.08	\$ 18.33	\$ 18.53	\$ 18.76	\$ 18.95	\$ 18.95

**FRONTIER LOCAL SCHOOL DISTRICT
APPENDIX B
OAPSE SALARY SCHEDULE**

CLASSIFICATION	STEP	1-Jul-08	1-Jul-09	1-Jul-10	1-Jul-11	1-Jan-12	1-Jul-12
					1.25%	1.00%	0%
Interpreter	1	\$ 11.69	\$ 11.94	\$ 12.14	\$ 12.29	\$ 12.41	\$ 12.41
	2	\$ 11.87	\$ 12.12	\$ 12.32	\$ 12.47	\$ 12.60	\$ 12.60
	3	\$ 12.05	\$ 12.30	\$ 12.50	\$ 12.66	\$ 12.78	\$ 12.78
	4	\$ 12.24	\$ 12.49	\$ 12.69	\$ 12.85	\$ 12.98	\$ 12.98
	5	\$ 12.46	\$ 12.71	\$ 12.91	\$ 13.07	\$ 13.20	\$ 13.20
	6	\$ 12.64	\$ 12.89	\$ 13.09	\$ 13.25	\$ 13.39	\$ 13.39
	7	\$ 12.83	\$ 13.08	\$ 13.28	\$ 13.45	\$ 13.58	\$ 13.58
	8	\$ 13.04	\$ 13.29	\$ 13.49	\$ 13.66	\$ 13.80	\$ 13.80
	9	\$ 13.24	\$ 13.49	\$ 13.69	\$ 13.86	\$ 14.00	\$ 14.00
	10	\$ 13.47	\$ 13.72	\$ 13.92	\$ 14.09	\$ 14.23	\$ 14.23
	11	\$ 13.99	\$ 14.24	\$ 14.44	\$ 14.62	\$ 14.77	\$ 14.77
	12	\$ 14.10	\$ 14.35	\$ 14.55	\$ 14.73	\$ 14.88	\$ 14.88
	13	\$ 14.21	\$ 14.46	\$ 14.66	\$ 14.84	\$ 14.99	\$ 14.99
	14	\$ 14.33	\$ 14.58	\$ 14.78	\$ 14.96	\$ 15.11	\$ 15.11
	15	\$ 14.44	\$ 14.69	\$ 14.89	\$ 15.08	\$ 15.23	\$ 15.23
	16	\$ 14.56	\$ 14.81	\$ 15.01	\$ 15.20	\$ 15.35	\$ 15.35
	17	\$ 14.68	\$ 14.93	\$ 15.13	\$ 15.32	\$ 15.47	\$ 15.47
	18	\$ 14.80	\$ 15.05	\$ 15.25	\$ 15.44	\$ 15.60	\$ 15.60
	19	\$ 14.92	\$ 15.17	\$ 15.37	\$ 15.56	\$ 15.72	\$ 15.72
	20	\$ 15.05	\$ 15.30	\$ 15.50	\$ 15.69	\$ 15.85	\$ 15.85
	21	\$ 15.17	\$ 15.42	\$ 15.62	\$ 15.82	\$ 15.97	\$ 15.97
	22	\$ 15.30	\$ 15.55	\$ 15.75	\$ 15.95	\$ 16.11	\$ 16.11
	23	\$ 15.42	\$ 15.67	\$ 15.87	\$ 16.07	\$ 16.23	\$ 16.23
	24	\$ 15.55	\$ 15.80	\$ 16.00	\$ 16.20	\$ 16.36	\$ 16.36
	25	\$ 15.68	\$ 15.93	\$ 16.13	\$ 16.33	\$ 16.49	\$ 16.49
	26	\$ 15.81	\$ 16.06	\$ 16.26	\$ 16.46	\$ 16.63	\$ 16.63
	27	\$ 15.94	\$ 16.19	\$ 16.39	\$ 16.59	\$ 16.76	\$ 16.76
	28	\$ 16.07	\$ 16.32	\$ 16.52	\$ 16.73	\$ 16.89	\$ 16.89
	29	\$ 16.21	\$ 16.46	\$ 16.66	\$ 16.87	\$ 17.04	\$ 17.04
	30	\$ 16.34	\$ 16.59	\$ 16.79	\$ 17.00	\$ 17.17	\$ 17.17
	31	\$ 16.48	\$ 16.73	\$ 16.93	\$ 17.14	\$ 17.31	\$ 17.31
	32	\$ 16.62	\$ 16.87	\$ 17.07	\$ 17.28	\$ 17.46	\$ 17.46

**FRONTIER LOCAL SCHOOL DISTRICT
APPENDIX B
OAPSE SALARY SCHEDULE**

CLASSIFICATION	STEP	1-Jul-08	1-Jul-09	1-Jul-10	1-Jul-11	1-Jan-12	1-Jul-12
						1.25%	1.00%
Maintenance Assistant	1	\$ 12.62	\$ 12.87	\$ 13.07	\$ 13.23	\$ 13.37	\$ 13.37
	2	\$ 12.82	\$ 13.07	\$ 13.27	\$ 13.44	\$ 13.57	\$ 13.57
	3	\$ 13.02	\$ 13.27	\$ 13.47	\$ 13.64	\$ 13.77	\$ 13.77
	4	\$ 13.22	\$ 13.47	\$ 13.67	\$ 13.84	\$ 13.98	\$ 13.98
	5	\$ 13.39	\$ 13.64	\$ 13.84	\$ 14.01	\$ 14.15	\$ 14.15
	6	\$ 13.59	\$ 13.84	\$ 14.04	\$ 14.22	\$ 14.36	\$ 14.36
	7	\$ 13.80	\$ 14.05	\$ 14.25	\$ 14.43	\$ 14.57	\$ 14.57
	8	\$ 14.01	\$ 14.26	\$ 14.46	\$ 14.64	\$ 14.79	\$ 14.79
	9	\$ 14.23	\$ 14.48	\$ 14.68	\$ 14.86	\$ 15.01	\$ 15.01
	10	\$ 14.44	\$ 14.69	\$ 14.89	\$ 15.08	\$ 15.23	\$ 15.23
	11	\$ 15.02	\$ 15.27	\$ 15.47	\$ 15.66	\$ 15.82	\$ 15.82
	12	\$ 15.14	\$ 15.39	\$ 15.59	\$ 15.78	\$ 15.94	\$ 15.94
	13	\$ 15.26	\$ 15.51	\$ 15.71	\$ 15.91	\$ 16.07	\$ 16.07
	14	\$ 15.39	\$ 15.64	\$ 15.84	\$ 16.04	\$ 16.20	\$ 16.20
	15	\$ 15.52	\$ 15.77	\$ 15.97	\$ 16.17	\$ 16.33	\$ 16.33
	16	\$ 15.65	\$ 15.90	\$ 16.10	\$ 16.30	\$ 16.46	\$ 16.46
	17	\$ 15.78	\$ 16.03	\$ 16.23	\$ 16.43	\$ 16.60	\$ 16.60
	18	\$ 15.91	\$ 16.16	\$ 16.36	\$ 16.56	\$ 16.73	\$ 16.73
	19	\$ 16.04	\$ 16.29	\$ 16.49	\$ 16.70	\$ 16.86	\$ 16.86
	20	\$ 16.17	\$ 16.42	\$ 16.62	\$ 16.83	\$ 17.00	\$ 17.00
	21	\$ 16.31	\$ 16.56	\$ 16.76	\$ 16.97	\$ 17.14	\$ 17.14
	22	\$ 16.44	\$ 16.69	\$ 16.89	\$ 17.10	\$ 17.27	\$ 17.27
	23	\$ 16.58	\$ 16.83	\$ 17.03	\$ 17.24	\$ 17.42	\$ 17.42
	24	\$ 16.72	\$ 16.97	\$ 17.17	\$ 17.38	\$ 17.56	\$ 17.56
	25	\$ 16.86	\$ 17.11	\$ 17.31	\$ 17.53	\$ 17.70	\$ 17.70
	26	\$ 17.00	\$ 17.25	\$ 17.45	\$ 17.67	\$ 17.84	\$ 17.84
	27	\$ 17.15	\$ 17.40	\$ 17.60	\$ 17.82	\$ 18.00	\$ 18.00
	28	\$ 17.29	\$ 17.54	\$ 17.74	\$ 17.96	\$ 18.14	\$ 18.14
	29	\$ 17.44	\$ 17.69	\$ 17.89	\$ 18.11	\$ 18.29	\$ 18.29
	30	\$ 17.59	\$ 17.84	\$ 18.04	\$ 18.27	\$ 18.45	\$ 18.45
	31	\$ 17.74	\$ 17.99	\$ 18.19	\$ 18.42	\$ 18.60	\$ 18.60
	32	\$ 17.89	\$ 18.14	\$ 18.34	\$ 18.57	\$ 18.75	\$ 18.75

**FRONTIER LOCAL SCHOOL DISTRICT
APPENDIX B
OAPSE SALARY SCHEDULE**

CLASSIFICATION	STEP	1-Jul-08	1-Jul-09	1-Jul-10	1-Jul-11	1-Jan-12	1-Jul-12
					1.25%	1.00%	0%
Head Mechanic	1	\$ 13.14	\$ 13.39	\$ 13.59	\$ 13.76	\$ 13.90	\$ 13.90
	2	\$ 13.35	\$ 13.60	\$ 13.80	\$ 13.97	\$ 14.11	\$ 14.11
	3	\$ 13.57	\$ 13.82	\$ 14.02	\$ 14.20	\$ 14.34	\$ 14.34
	4	\$ 13.80	\$ 14.05	\$ 14.25	\$ 14.43	\$ 14.57	\$ 14.57
	5	\$ 14.05	\$ 14.30	\$ 14.50	\$ 14.68	\$ 14.83	\$ 14.83
	6	\$ 14.30	\$ 14.55	\$ 14.75	\$ 14.93	\$ 15.08	\$ 15.08
	7	\$ 14.55	\$ 14.80	\$ 15.00	\$ 15.19	\$ 15.34	\$ 15.34
	8	\$ 14.79	\$ 15.04	\$ 15.24	\$ 15.43	\$ 15.58	\$ 15.58
	9	\$ 15.02	\$ 15.27	\$ 15.47	\$ 15.66	\$ 15.82	\$ 15.82
	10	\$ 15.28	\$ 15.53	\$ 15.73	\$ 15.93	\$ 16.09	\$ 16.09
	11	\$ 15.91	\$ 16.16	\$ 16.36	\$ 16.56	\$ 16.73	\$ 16.73
	12	\$ 16.04	\$ 16.29	\$ 16.49	\$ 16.70	\$ 16.86	\$ 16.86
	13	\$ 16.17	\$ 16.42	\$ 16.62	\$ 16.83	\$ 17.00	\$ 17.00
	14	\$ 16.31	\$ 16.56	\$ 16.76	\$ 16.97	\$ 17.14	\$ 17.14
	15	\$ 16.44	\$ 16.69	\$ 16.89	\$ 17.10	\$ 17.27	\$ 17.27
	16	\$ 16.58	\$ 16.83	\$ 17.03	\$ 17.24	\$ 17.42	\$ 17.42
	17	\$ 16.72	\$ 16.97	\$ 17.17	\$ 17.38	\$ 17.56	\$ 17.56
	18	\$ 16.86	\$ 17.11	\$ 17.31	\$ 17.53	\$ 17.70	\$ 17.70
	19	\$ 17.00	\$ 17.25	\$ 17.45	\$ 17.67	\$ 17.84	\$ 17.84
	20	\$ 17.15	\$ 17.40	\$ 17.60	\$ 17.82	\$ 18.00	\$ 18.00
	21	\$ 17.29	\$ 17.54	\$ 17.74	\$ 17.96	\$ 18.14	\$ 18.14
	22	\$ 17.44	\$ 17.69	\$ 17.89	\$ 18.11	\$ 18.29	\$ 18.29
	23	\$ 17.59	\$ 17.84	\$ 18.04	\$ 18.27	\$ 18.45	\$ 18.45
	24	\$ 17.73	\$ 17.98	\$ 18.18	\$ 18.41	\$ 18.59	\$ 18.59
	25	\$ 17.89	\$ 18.14	\$ 18.34	\$ 18.57	\$ 18.75	\$ 18.75
	26	\$ 18.04	\$ 18.29	\$ 18.49	\$ 18.72	\$ 18.91	\$ 18.91
	27	\$ 18.19	\$ 18.44	\$ 18.64	\$ 18.87	\$ 19.06	\$ 19.06
	28	\$ 18.35	\$ 18.60	\$ 18.80	\$ 19.04	\$ 19.23	\$ 19.23
	29	\$ 18.50	\$ 18.75	\$ 18.95	\$ 19.19	\$ 19.38	\$ 19.38
	30	\$ 18.66	\$ 18.91	\$ 19.11	\$ 19.35	\$ 19.54	\$ 19.54
	31	\$ 18.82	\$ 19.07	\$ 19.27	\$ 19.51	\$ 19.71	\$ 19.71
	32	\$ 18.98	\$ 19.23	\$ 19.43	\$ 19.67	\$ 19.87	\$ 19.87

**FRONTIER LOCAL SCHOOL DISTRICT
APPENDIX B
OAPSE SALARY SCHEDULE**

CLASSIFICATION	STEP	1-Jul-08	1-Jul-09	1-Jul-10	1-Jul-11	1-Jan-12	1-Jul-12	
Althea Arnold	1							
	2							
	3							
	4							
	5							
	6							
	7							
	8							
	9							
	10					1.25%	1.00%	0%
	11	\$ 13.99	\$ 14.24	\$ 14.44	\$ 14.62	\$ 14.77	\$ 14.77	
	12	\$ 14.10	\$ 14.35	\$ 14.55	\$ 14.73	\$ 14.88	\$ 14.88	
	13	\$ 14.22	\$ 14.47	\$ 14.67	\$ 14.85	\$ 15.00	\$ 15.00	
	14	\$ 14.33	\$ 14.58	\$ 14.78	\$ 14.96	\$ 15.11	\$ 15.11	
	15	\$ 14.45	\$ 14.70	\$ 14.90	\$ 15.09	\$ 15.24	\$ 15.24	
	16	\$ 14.57	\$ 14.82	\$ 15.02	\$ 15.21	\$ 15.36	\$ 15.36	
	17	\$ 14.69	\$ 14.94	\$ 15.14	\$ 15.33	\$ 15.48	\$ 15.48	
	18	\$ 14.81	\$ 15.06	\$ 15.26	\$ 15.45	\$ 15.61	\$ 15.61	
	19	\$ 14.93	\$ 15.18	\$ 15.38	\$ 15.57	\$ 15.73	\$ 15.73	
	20	\$ 15.05	\$ 15.30	\$ 15.50	\$ 15.69	\$ 15.85	\$ 15.85	
	21	\$ 15.18	\$ 15.43	\$ 15.63	\$ 15.83	\$ 15.98	\$ 15.98	
	22	\$ 15.30	\$ 15.55	\$ 15.75	\$ 15.95	\$ 16.11	\$ 16.11	
	23	\$ 15.43	\$ 15.68	\$ 15.88	\$ 16.08	\$ 16.24	\$ 16.24	
	24	\$ 15.56	\$ 15.81	\$ 16.01	\$ 16.21	\$ 16.37	\$ 16.37	
	25	\$ 15.69	\$ 15.94	\$ 16.14	\$ 16.34	\$ 16.51	\$ 16.51	
	26	\$ 15.82	\$ 16.07	\$ 16.27	\$ 16.47	\$ 16.64	\$ 16.64	
	27	\$ 15.95	\$ 16.20	\$ 16.40	\$ 16.61	\$ 16.77	\$ 16.77	
	28	\$ 16.08	\$ 16.33	\$ 16.53	\$ 16.74	\$ 16.90	\$ 16.90	
	29	\$ 16.21	\$ 16.46	\$ 16.66	\$ 16.87	\$ 17.04	\$ 17.04	
	30	\$ 16.35	\$ 16.60	\$ 16.80	\$ 17.01	\$ 17.18	\$ 17.18	
	31	\$ 16.49	\$ 16.74	\$ 16.94	\$ 17.15	\$ 17.32	\$ 17.32	
	32	\$ 16.63	\$ 16.88	\$ 17.08	\$ 17.29	\$ 17.47	\$ 17.47	

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 31 day of January, 2012 by and between the OAPSE Local 510 (Association) and the Frontier Local School District Board of Education (Board).

Whereas, the Board and Association have entered into a Collective Bargaining Agreement; and

Whereas, in the Collective Bargaining Agreement, the Association and Board agreed upon terms and conditions for Major Medical Insurance and thus agreed upon the reduction and elimination of the employee Marriage Incentive during the 2011-2012 and 2012-2013 school years;

Now, therefore, the Board and Association agree that:

The savings to the district for the next two years will be distributed annually and evenly to all employees who are taking medical insurance coverage from the district during the year of distribution. The first year's savings will be \$7,000 and the second is currently estimated at \$14,000. Distribution of savings will end after the second year.

This Memorandum of Understanding has been reviewed by both parties and becomes effective upon the signature of the Association President and Superintendent and will apply throughout the full term of the process specified above. By executing this agreement, each party represents to the other that each understands completely the terms and conditions of this agreement and that no representations, inducements, promises, covenant, or agreement have been made except as set forth herein.

OAPSE LOCAL 510

**FRONTIER LOCAL SCHOOLS
BOARD OF EDUCATION**

Brenda Wilson

Brenda Wilson, President

Bruce Kidder

Bruce Kidder, Superintendent

1-31-12

Date

1-30-12

Date