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# **NEGOTIATED AGREEMENT**

**Between**

**The New Albany • Plain Local Board of Education**

**and**

**Local 303 of  
The Ohio Association of Public School Employees  
/ AFSCME Local 4 / AFL-CIO**

**July 1, 2011 through June 30, 2014**

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**ARTICLE 1 RECOGNITION**

- 1.01 The New Albany • Plain Local Board of Education, hereinafter referred to as the "Board", recognizes the Ohio Association of Public School Employees / AFSCME Local 4 / AFL-CIO and its Local #303, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for all full-time and regular short-hour, non-teaching employees of the district, with the exclusion of Central Office personnel, employees whose jobs are supervisory in nature, and substitutes. Supervisors are defined as those employees who have the right to recommend employment, dismissal, and disciplinary actions.
- 1.02 The bargaining unit includes all full-time and regular short-hour employees in the following positions or classifications which are regularly assigned to a work schedule
- |  |                                    |                                   |
|--|------------------------------------|-----------------------------------|
| 1. Secretarial   | 6. Mechanic's Helpers              | 12. Aides                         |
| 2. Custodial   | 7. Cooks                           | 13. Library Aides                 |
| 3. Bus Drivers<br>(including those with<br>assigned routes and<br>Route Specialists) | 8. Food Service<br>Workers         | 14. In-School Suspension<br>Aides |
| 4. Mechanic Technicians  | 9. Maintenance                     | 15. Educational<br>Assistants     |
| 5. Mechanics   | 10. Grounds / Maintenance          |                                   |
|  | 11. Operator / Maintenance<br>Tech |                                   |
- 1.03 For the purpose of this agreement and in conjunction with the exclusions set forth in Section 1.01 above, the following are excluded from the bargaining unit.
1. Supervisor of Transportation and Coordinator of Maintenance
  2. Cafeteria Supervisor
  3. Supervisor of Maintenance
- 1.04 The recognition granted herein shall be for the term of the negotiated agreement.
- 1.05 It is agreed by both parties that all employees have the right to join or not to join any local or state organization. Membership in any such organization, or payment of any dues, fees or assessments to any such organization(s), shall not be required as a condition of employment, nor shall any such membership or payment be involuntarily imposed upon any employee by any term of this Agreement.
- 1.06 In the event a rival labor organization attempts to secure bargaining rights, the Rules and Regulations stated in 4117.05 of the Ohio Revised Code shall be used.

**ARTICLE 2**  
**SCOPE OF BARGAINING**

- 2.01 The Board and the Union agree that the scope of bargaining will be limited to salary, fringe benefits and working conditions only. Other issues of concern that are mutually agreed to, in writing, shall be negotiated by the representatives of the Board and the Union within the negotiation time guidelines of this Agreement.
- 2.02 Salary and fringe benefits are defined for bargaining purposes as provided below:
1. Salary: Hourly wages, years-of-service increments and overtime
  2. Fringe Benefits: Insurance coverages, paid leaves of absence, retirement pay, mileage
  3. Working Conditions
- 2.03 All other items not specifically and expressly outlined above are not within the scope of bargaining and will not be proper subjects for negotiations, unless mutually agreed to by the parties in writing.

**ARTICLE 3**  
**NEGOTIATIONS PROCEDURE**

3.01 Notification

If either party desires to commence bargaining on matters defined in Article 2, contained in this Agreement, it shall notify the other party in writing at least seventy (70), but no more than ninety (90), calendar days prior to the expiration of the current Agreement. Notification in writing from the Union shall be served on the State Employment Relations Board with a copy to the Superintendent.

3.02 Negotiation Teams

1. The Board and the Union shall be represented at all negotiations meetings by a team of negotiators (including an OAPSE Staff Field Representative on OAPSE's team and any consultant of choice on the Board's team), not to exceed five (5) for each team, no less than three (3) members each. Neither party in any negotiations shall have any control over the selection of a negotiation or bargaining representatives of the other party.
2. Each team shall designate one chief spokesperson who shall make verbal responses for his team members and be responsible for signing any tentative agreements arrived at.
3. While no final Agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider counter

proposals and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively in Executive Session between said teams.

4. All members of the Union and Board negotiations teams shall have the right to express their views at negotiation sessions; and shall not be subject to reprisal by the Board of members of the Union during and after completion of negotiations.

### 3.03 Negotiations Meetings

1. Upon written request by either party for a negotiation meeting, the receiving party will have five (5) calendar days to reply to the request. Within fifteen (15) calendar days after receipt of the reply an initial meeting shall be held between the parties.
2. Issues proposed for negotiations shall be submitted in writing for mutual exchange between the Union and the Board at the initial meeting set for such purpose. Original proposals shall be written and in language suitable for inclusion in the final Agreement. Topical listings of items proposed for negotiations (i.e. "laundry list") shall constitute a clear failure of compliance and may be disregarded. Subsequent meetings within the time limits as designated in the Negotiations Procedure will be held to negotiate the proposals.
3. After the first (1st) meeting, no new proposals shall be submitted by either party unless by mutual agreement.
4. Each negotiations meeting will be held in Executive Session, including mediation sessions, if held.
5. Meetings shall be scheduled with the least interruption of work schedules. Other rules for conducting negotiations procedures which are deemed necessary and not covered by this procedure shall be discussed and agreed upon at the first meeting.

### 3.04 Negotiation Time Limits

1. Upon the request of either party, the negotiation meeting shall be recessed up to thirty (30) minutes or longer, if mutually agreed to by both parties, to permit the requesting party to caucus.
2. Bargaining sessions shall last a maximum of three (3) hours.
3. Items under negotiation must be resolved to the mutual satisfaction of both parties, within forty-five (45) calendar days of the first scheduled meeting. However, if both parties agree, extensions of time for negotiations may be granted.

If no agreement is reached, the Disagreement Procedure outlined in this document shall be implemented.

4. Any time limits established under this Article may be modified by mutual agreement of both parties.

### 3.05 Information

The parties agree during negotiations to provide each other, upon written request and within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals. Access to such information in such form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence, currently available or in other than its existing form.

### 3.06 Consultants

1. Each team shall be authorized to admit no more than two (2) consultants to negotiating meetings. Consultants may interchange with members of the team as may be desired. No more than one consultant may be permitted to address the negotiators at one time.
2. Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings as team members; or for the purpose of providing information pertinent to negotiations.
3. The intended use of such consultants shall be notified to the Board or the Union prior to all negotiation meetings.

### 3.07 Progress Reports

1. Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations. The Board and the Union retain the right to issue general reports to their constituents on the progress of negotiations.
2. During any phase of negotiations, including mediation and/or fact-finding, there will be no interview or public releases of information to the media unless agreed upon by both parties. If in such instances releases are agreed upon, said releases shall be in writing and both parties shall approve of the releases prior to its dissemination.
3. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential and any information derived from such reports shall not be disclosed to the general public.

### 3.08 Agreement

1. When consensus is reached on those matters being negotiated, the understanding of both parties shall be reduced to writing and submitted to the Union for ratification, and if ratified, to the Board for its approval.

2. When approved by the Board, the Agreement shall be signed by both parties.
3. All negotiated benefits shall be implemented by all parties concerned and shall become effective on the date agreed to by both parties.
4. It shall be the responsibility of the Board to provide a typed copy of the final agreement to the Union, and it shall be the responsibility of the Union to duplicate and distribute copies of the final agreement to the members of both parties.

### 3.09 Disagreement

1. In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals within the specified time limits as contained in the Negotiations Procedure, either party shall have the option of declaring impasse, or impasse may be declared by mutual agreement.
2. Impasse is when the parties have stopped talking to each other at the time limits contained in the Negotiation Procedure.
3. If agreement is not reached within the specified time limits as contained in the Negotiations Procedure, the parties may jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.
4. The mediator has no authority to extend the time limits of the current agreement or to bind either party to any agreements.
5. Mediation as described herein constitutes the parties mutually agreed dispute resolution procedure under Ohio Revised Code 4117.14 and supersedes any and all of the procedures otherwise discussed in that section with the exception of those pursuant to Ohio Revised Code 4117.14 (D) (2) following exhaustion of mediation hereunder.

### 3.10 Amendment

The Local President, the OAPSE Field Representative, the Superintendent, and their respective designees may meet privately during the term of this Agreement. In the event that such a meeting produces mutual accord that a specific amendment is desirable, such proposal for amendment shall be submitted for ratification to the Local and thereafter to the Board and shall become effective upon such dual ratification.

## **ARTICLE 4 MANAGEMENT RIGHTS**

- 4.01 The Board hereby retains and reserves unto itself, except as limited by the specific and express terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and

of the United States, including, but without limiting the generality of the foregoing, the right:

1. to have the exclusive responsibility and authority to manage, control, and direct, in behalf of the public, all of the operation and activities of the school district;
  2. to hire all employees and subject to the provisions of law and the explicit terms of this agreement to determine their qualifications and the conditions for their continued employment;
  3. to determine hours of work and duties, responsibilities and assignments of employees with respect to the employees' employment and terms and conditions of such in the school district.
- 4.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the United States.

## **ARTICLE 5 RIGHTS OF THE UNION**

- 5.01 The Board agrees that, with the approval of the Superintendent, non-employee officers and representatives of the Union may be admitted to school premises during times that employees in the unit are working. The Union representative shall, upon arrival, check in through the established channels for receiving visitors. Such visitations shall be for the purpose of the adjustment of grievances. The Union agrees that such activities shall not interfere with the normal work duties of the employees. However, the Board agrees to provide for the release of employees from their normal duties to meet privately with the representative for no more than thirty (30) minutes, so long as that employee's work responsibilities can be covered without the hiring of a substitute.
- 5.02 The Board recognizes the right of the Union to designate one member of the unit as a Grievance Chairperson and one member as an alternate Grievance Chairperson. The alternate Chairperson shall assume the duties of the Chairperson when he/she is absent from work for cause. All duties of the Chairperson and alternate shall be carried out during their non-duty hours.
- 5.03 The Union will be accorded the privileges of use of meeting space in school buildings with the following restraints: Arrangements for use of the space shall be approved and scheduled with the building principal 24 hours in advance; use is restricted to general membership meetings and limited to 50 persons; room shall not be used later than 10:00 P.M.; meetings shall not be held more than once per month. The Board may require the Union to pay any additional cost involved in such use which shall be made known at the time of the request for building use. However, additional costs which cannot be projected

by the Board because of negligence, abuse, over-extended use or other unforeseen events resulting from the use of the buildings by the Union shall be the responsibility of the Union.

- 5.04 The Board may allow a representative of the Union to review employee's personnel files when accompanied by the employee.
- 5.05 It is agreed that internal Union business, except for grievance investigations as outlined in Section 5.01 above, shall not be conducted during the duty hours of the employees concerned.
- 5.06 The right to be supplied with a seniority roster of all bargaining unit employees by November 1 of each year. The roster shall indicate the employee's present classification and job site.
- 5.07 The OAPSE Local delegate or alternate has the right to use six (6) days (*i.e.*, three (3) days each) to attend the OAPSE annual delegate conference or attend other meetings or hearings for the Local or School District as required with no loss in pay.

#### **ARTICLE 6 DUES DEDUCTION**

- 6.01 The Board agrees that, upon receiving a written authorization for same from an employee, at any time during the school year, it shall deduct from that employee's wages the payment of Union dues, such deduction to be in equal installments in each pay period that occurs in the year in which the deduction is to be made and that follows by a reasonable time receipt of both the authorization for deduction and the notification described in Section 6.02 below.
- 6.02 The Union will notify the Board Treasurer by September 5th of each year as to the total amount of dues to be deducted. Such notification shall be in the form of a letter signed and delivered by the President of OAPSE Local 303.
- 6.03 An authorization by an employee for dues deduction per Section 6.01 above may be withdrawn during the ten (10) day period beginning June 21st and ending June 30, 2012 and beginning June 21 and ending June 30 at the expiration of this Agreement.

#### **ARTICLE 7 PAYROLL ITEMS**

- 7.01 There shall be twenty-six (26) pays per school year. This does not always constitute every two (2) weeks. A one (1) week delay, if necessary, will occur in August or September of the affected year. If a regular payroll date falls on a holiday under Article 30 or any other day when the Central Office is not open for customary operations, the payment will be made on the next preceding day that the Central Office is so open.

All of such payments shall be made by direct deposit to a total of as many as three (3) separate accounts, which accounts shall be in one (1) or more financial institutions of the

bargaining unit member's choosing, provided that each such financial institution so chosen by a bargaining unit member shall be a member of the federal reserve banking system. Bargaining unit members shall follow reasonable rules established by the Board's Treasurer to report account codes to be used for direct deposits, and directly deposited pay for any bargaining unit member may be held by the Board for that member's benefit pending receipt of at least one such account code from that member. Absent unusual circumstances, the information for direct deposits of bargaining unit members' pay shall be provided by the Board's Treasurer to the designated transfer agent two (2) or more days in advance of the applicable payroll date.

- 7.02 Pay shall be based on employee time sheets, verified by the appropriate supervisor and personnel records.
- 7.03 Any payroll adjustments resulting from changes in the normal daily work assigned shall be paid in the pay period following receipt of the Employee Time Sheet for the pay period in which the changes occurred.
- 7.04 All error(s) in pay shall be corrected in the pay period following the pay period in which the error(s) is discovered by or brought to the attention of the Board's Treasurer.

#### **ARTICLE 8 GRIEVANCE PROCEDURE**

- 8.01 The primary purpose of the grievance procedure shall be to obtain at the lowest administrative level possible, solutions to the grievances which may arise.
- 8.02 A grievance is defined as a complaint limited to an alleged violation, misapplication, or misinterpretation of the written provisions of the negotiated agreement between the Union and the Board.
- 8.03 The grievant is an individual member or group of members of the bargaining unit, alleging a violation, misinterpretation of misapplication of a written provision of this negotiated agreement. A group grievance shall have arisen out of identical circumstances affecting each member of said group. Each member of a group grievance shall sign the grievance report form.
- 8.04 A decision on a group grievance applied to all employees in the group and each shall be given a copy of the decision. An employee may withdraw, in writing, from a group grievance any time before a decision is rendered; however, s/he then waives any right to initiate the same or a substantially similar grievance. No more than three (3) employees shall attend any meetings or hearings conducted for the resolution of a group grievance.
- 8.05 Any individual grievance may be withdrawn, without prejudice or record, by the grievant at any time prior to the written decision in Step 1. The failure of a grievant to appeal any decision to the next step within the time set forth for such appeal, shall constitute a waiver of the right of further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given.

- 8.06 (1) For purposes of this Article, a day or a work day shall be defined as a day on which the Board's Central Office is open for customary operations and (2) for the same and other purposes under this Agreement, immediate supervisor may include, but is not limited to, a non-employee of the Board whose employer has contracted with the Board to provide supervisory services and who has been designated by the Superintendent to give direction to employees pursuant to that contract.
- 8.07 The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest, provided that, in the absence of any such extension, failure to conduct a discussion at Step One or a hearing at Step Two, or to communicate a decision on a grievance at either Step within the specified time limits, shall automatically entitle the grievant to proceed to the next level.
- 8.08 An employee having a grievance shall first attempt to resolve it informally with his/her immediate supervisor within ten (10) work days of the date the grievant knew or should have known of the event or condition upon which the grievance is based. In meeting with his/her supervisor, the grievant shall inform the supervisor that s/he wishes to discuss a complaint upon which a formal grievance may be filed.

Should the grievant not attempt to resolve the complaint informally within the ten (10) day time limit, the grievance shall be considered waived.

The grievance chairperson or OAPSE Field Representative shall be notified by the grievant and may participate in this informal meeting. A complaint which cannot be resolved informally shall be processed as a formal grievance.

#### Step One

1. Within ten (10) work days after informal discussion of the alleged incident which is the subject of the grievance, the grievant will reduce the grievance to writing, on a form provided by the Board that requires (a) the alleged violation, including a statement of alleged facts and an identification of the specific section(s) of this Agreement allegedly violated, misinterpreted, or misapplied, (b) the relief sought, (c) the date of initiating the formal grievance procedure, and the grievant will present that form as so completed to his/her immediate supervisor, and if the immediate supervisor is not available, the grievance may be forwarded to the Business Manager or the next level of supervision.
2. The Grievance Form shall be dated and initialed by the immediate supervisor upon receipt.
3. Within ten (10) work days after the grievance is submitted, the supervisor will discuss the grievance with the employee involved and attempt to resolve it. Discussions at this step and any further step shall be confined to the issues as written and stated on the Grievance Form; and to the relief sought. If the employee requests, the employee may be accompanied at the meeting by a Union

grievance chairperson or Union officer. The supervisor may be accompanied by another administrator.

4. Within ten (10) work days after this meeting, the supervisor will state his/her decision in writing on the Grievance Form and provide a copy to the grievant.

#### Step Two

1. If the grievant is not satisfied with the decision concerning his/her grievance made at Step One, the employee may, within ten (10) work days of receipt of his/her immediate supervisor's decision, request the supervisor forward the grievance to the Superintendent. The Superintendent shall schedule a hearing within ten (10) work days of receipt of the grievance and shall notify the grievant of the time and place of such hearing.
2. If the grievant requests, s/he may be accompanied by the OAPSE Field Representative and either the President or the Grievance Chairperson of OAPSE Local 303. The Superintendent and/or his/her designated representative will conduct the hearing. The designated representative may be an outside consultant not in the employ of the Board. At his/her discretion, the Superintendent may request other administrators to attend his/her hearing.
3. Within ten (10) work days after such hearing, the Superintendent shall notify the grievant of the decision in writing.

#### Step Three

If the grievant is not satisfied with the disposition at Step Two, the grievance may be either appealed to advisory arbitration or directly to the Board. If the grievant elects arbitration, the provisions in Section One below will be followed. If the grievant elects to appeal to the Board, the provisions in Section One are waived and provisions in Section Two will be followed.

#### Section One

Within ten (10) days of receipt of the written Step Two disposition the grievant, with the concurrence of the Union, may submit a demand for arbitration form to the Federal Mediation and Conciliation Service (FMCS). Copies of said demand form will be sent to the Superintendent and the Union President at the same time as the original is sent to the FMCS. The arbitrator will be selected by the alternate strike method. Once an arbitrator is selected under this process, the arbitrator shall conduct a fair and impartial hearing on the grievance during which both parties will have an opportunity to present its side of the grievance. The arbitrator shall issue his/her written award as soon as possible after the hearing. Copies of the award will be sent to the grievant, the Union President, the Superintendent and will be final and binding on all parties unless appealed to the Board within ten (10) days of receipt of the award, in which case it shall be treated as being advisory in nature.

The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Agreement; which adds to, subtracts from, or otherwise alters or amends this Agreement; or which is contrary to law.

The fees and expenses of the arbitrator shall be paid by the party who loses the arbitration. The Union shall pay for its filing fees.

### Section Two

Within ten (10) days of receipt of the written Step Two disposition, or within ten (10) days of receipt of the arbitrator's written award if Section One hereinabove has been utilized, the grievant or the Superintendent may appeal the grievance to the Board. Such appeal shall be in writing to the Treasurer of the Board. The appealing party shall submit a copy of the appeal to the other party at the same time it is filed with the Treasurer.

Within thirty (30) days of receipt of the written appeal, the Board, or its designated Board member(s), shall meet with the grievant. The meeting shall include the Superintendent, the Grievant, Union representative(s), and any other person who may be needed to give information concerning the grievance.

Within fifteen (15) days following the meeting, the Board or designated Board member(s) shall render a written disposition. Said disposition shall be sent to the grievant, the Union President, and the Superintendent and shall be binding on all parties and final.

## **ARTICLE 9 LABOR/MANAGEMENT RELATIONS COMMITTEE**

The Local President and the OAPSE Staff Field Representative agree to meet with the Superintendent and his/her designee to discuss labor/management issues pertaining to classified employees on an as needed basis.

## **ARTICLE 10 SENIORITY**

10.01 System Seniority shall be defined as the length of continuous service from the most recent date of commencing employment in the bargaining unit.

Job Classification Seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification.

Equally senior employees will be separated by the earliest hire, or if still tied, the position held in the minutes of the Board meeting in which the employees were hired.

10.02 Board approved leaves-of-absence or lay-off will not break the continuous service of the employee, but time spent on leaves-of-absence and lay-off will not advance the employee

on the salary schedule, nor will the employee accrue seniority while on such leave(s) or lay-off.

- 10.03 New employees shall be deemed probationary and shall not acquire seniority until they have been employed in the bargaining unit for a period of ninety (90) calendar days.
- 10.04 Notwithstanding any of the foregoing provisions of this Article, all seniority rights and other rights under this Agreement shall be lost if any of the following occurs:
1. An employee resigns of his own accord; or
  2. An employee is terminated or non-renewed; or
  3. An employee does not return to work when recalled from a reduction in force; or
  4. An employee fails to report to work at the expiration of a leave of absence; or
  5. An employee's contract has been suspended for a twelve (12) month period; or
  6. An employee is absent from work for three (3) consecutive days without having notified his supervisor and without a reasonable excuse.

\*A contractual year is July 1 - June 30 for twelve (12) month employees, and the position year for less than twelve (12) month employees.

## **ARTICLE 11 REDUCTION IN FORCE**

- 11.01 Reduction in force is defined as the suspension of non-teaching employee contracts due to lack of work, lack of funds, abolition of a position(s) or for any other reason deemed necessary by the Board.
- 11.02 Recall is defined as the reinstatement by the Board of a non-certified employee's contract. This may happen at any time up to 24 calendar months following suspension of the non-teaching employee's contract for reasons given in Section 11.01.
- 11.03 Recall shall be inverse order of employee lay-off (i.e., those employee's laid off last shall be first recalled). Recalled employees must fill the qualifications of the position to which they are recalled. Recalled employees shall have ten (10) calendar days to respond to the written notice of recall.

The most senior employee by classification seniority responding to the call shall be given the position. A failure of any employee to respond within the time limit to the written recall will cause the employee to be ineligible for further recall consideration.

- 11.04 Any qualified employee whose position is eliminated or who is otherwise subject to a reduction in force shall have the right to "bump" down in the same classification or in another classification if the employee has job classification seniority in the position in which s/he seeks to "bump," with the least senior employee (by classification seniority) in that classification to be thereby bumped by such other employee and laid off, provided that no employee may bump hereunder into a job classification different from the one that s/he then holds unless there is no less senior employee (by classification seniority) in the

job classification that s/he then holds and unless the employee is judged by the Superintendent in his/her discretion still to be qualified to perform the duties of the different job classification.

## **ARTICLE 12 BIDDING, VACANCIES AND TRANSFERS**

- 12.01 A vacancy is defined as a position which has been determined by the Board to be vacant due to an employee's resignation, termination, transfer, retirement or death, or is a new position created by the Board. The Board reserves the right to fill or not fill a vacancy, or to create a new position, provided that if the Board determines to fill a vacancy, it shall do so in compliance with this Article in general and its notice and bidding procedures in particular, and provided further that filling of vacancies on, and bidding for, bus routes shall instead be subject to Section 22.01.
- 12.02 Notices of vacancies shall be posted in the school buildings and work areas for a period of three (3) days. Such announcements shall include a brief description of the position, wage, the procedure to follow in applying, and the closing date for filing application. A copy shall be delivered to the Local President.

During the Summer break the Local President shall be notified of vacancies.

- 12.03 All employees wishing to apply for a posted vacant position for which he/she believes himself/herself to be qualified will, within the three (3) days posting, notify the Superintendent in writing of that desire.

After the three (3) days, the posting will be removed by the Supervisors and no new names may be added. The most senior qualified employee by classification seniority applying who is reasonably determined by the Board to be qualified shall be offered the position if it is to be filled by a voluntary lateral transfer except in extenuating circumstances. If the position is offered to a less senior employee, any more senior employee who applied shall, upon request, be given the reason(s) in writing as to why he/she was not offered the position. Such reasons shall not be subject to grievance, but the failure to provide them shall be.

A refusal of the position or subsequent position(s) coming open as a result of filling the position returns the employee to his/her original position.

If the Board determines to fill a vacancy, it shall do so if reasonably feasible within thirty (30) work days of posting.

Any employee commencing employment after January 1 in any fiscal year shall receive a contract for the remainder of that fiscal year, and, notwithstanding any provision to the contrary in Division A of Section 3319.081 of the Ohio Revised Code, if such employee is rehired, his/her contract upon such rehire shall be treated as his/her first contract under that Division, provided that nothing in this paragraph or otherwise in this Agreement shall

interfere in any way with the Board's authority to discontinue the employment of any such employee during the first one ninety (90) days of employment as permitted by the establishment of the probationary period of that duration in Section 10.03 hereinabove.

- 12.04 As an alternative to the posting procedures set forth in this Article, and as a means of satisfying all bumping rights under Articles 10 and 11, the Board may expedite the filling of bargaining unit vacancies or the exercising of bumping rights by holding a meeting giving ten (10) days advance notice in the manner provided for notification of vacancies. If the meeting is held as an alternative to the posting procedures set forth in this Article, it shall be for all employees within the classification to be filled; if the meeting is held as a means of satisfying bumping rights, it shall be for all employees who may exercise such rights in the event of a reduction in force or bumping that might occur as a result.
1. No such meeting shall be held without notice being given in the manner set forth in Section 12.02 above.
  2. The Local President or his/her designee in writing shall bid or bump on behalf of any employee who is not in attendance at any such meeting, provided further that any such employee may instead designate in writing another named employee who is in attendance to bid or bump on his/her behalf, and any employee so designated shall then so bid or bump if he/she is present.
  3. If neither an employee nor the Local President, nor the written designee of either, is present and bids or bumps for such employee at any such meeting, then the Superintendent or his/her designee in writing may so bid or bump for such employee.
  4. Priority of bidding and bumping at any such meeting shall not differ from the priority otherwise set forth in this Agreement.

### **ARTICLE 13 SICK LEAVE**

The Board and the Union agree that the Sick Leave Policy shall be as follows:

Sick Leave credit shall accumulate at the rate of fifteen (15) days per year. Employees who are regularly scheduled to work during the school year and who are not regularly scheduled to work during the summer months shall continue during those summer months to accumulate sick leave credit at the rate that they did for engaging in regular work or otherwise being on paid status for regular work during the immediately preceding school year. Each employee's maximum accumulation shall be unlimited. Sick leave may be used in half ( $\frac{1}{2}$ ) or full day increments, provided that a bus driver who misses only his/her mid-day pre-school or kindergarten route shall be charged sick leave in only a quarter ( $\frac{1}{4}$ ) day increment for such absence.

Each beginning employee or any employee who has exhausted his/her accumulated sick leave shall be credited with five (5) of his/her customary workdays of sick leave. If any of these five (5) days

of sick leave are used, they shall be deducted from the sick leave accumulated during that contractual year. If an employee ends Board employment using advanced sick leave and not earning same, he/she shall have the per diem amount deducted for said unearned sick leave from the last paycheck issued by the Board, provided that, if there are insufficient funds in that last paycheck to reimburse the Board for the advanced sick leave, the Board may in addition avail itself of all legal remedies to recover any amount not so reimbursed.

Any employee transferring to the employ of the Board may be credited with the unused balance of that employee's accumulated sick leave up to 120 of the employee's customary workdays with the Board as of the commencement of employment upon verification of such accumulation from the proper public agency.

An employee may use sick leave for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or children, and absence due to illness or death in the immediate family.

Sick leave shall be limited to the following maximum per occurrence during an employee's contractual year without exceeding that employee's total sick leave accumulation:

- Absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or children - all required and necessary use of sick leave.
- Absence due to illness, injury or death of members of the employee's household who reside with the employee - all required and necessary use of sick leave.
- Absence due to illness, injury or death of the employee's spouse, child, father, mother, brother, sister, grandparent, grandchild or death of the employee's father-in-law, mother-in-law, or brother-in-law, or sister-in-law - all required and necessary use of sick leave.
- Those individuals mentioned in the two preceding paragraphs are members of the employee's immediate family.

Upon prior approval of the Superintendent, sick leave may be extended or may be used for illness, injury or death of others who are not included in the list above.

Employees will be notified monthly of their accumulative sick leave.

In the event of catastrophic, prolonged, or chronic illness, an employee who has exhausted his/her sick leave under this section may request, through the Union, the Superintendent to authorize voluntary transfer of additional sick leave days from other bargaining unit members to the affected unit member. A copy of initial Guidelines for administering this provision is attached as Appendix A. Such Guidelines shall be subject to change only upon the Association President and the Superintendent agreeing to do so or through an amendment of this Agreement.

Employees using sick leave should notify their building principal/supervisor not later than 11:00 P.M. of the day prior to their intended use of said leave or not later than 6:00 A.M. of the morning of the sick leave will used (noon for evening employees). In emergency situations, these time limits will be waived.

Employees absent on sick leave should contact their school by 2:00 P.M. (noon for evening employees) indicating to the best of their knowledge, the date they intend to return. The school shall not interrupt an employee's sick leave until after 2:00 P.M. to request this information.

Employees whose regular schedule of work is three and one-half (3½) hours or less per day and who would not otherwise be absent on such a workday shall use all reasonable efforts to schedule medical appointments outside their regular workday hours.

Upon return from sick leave, an employee will be required to complete and sign a sick leave form indicating use of sick leave for one of these specified categories; personal illness or injury, illness or injury in immediate family, or death in the immediate family.

If medical attention was required for the employee, he/she is required to list on the form the name(s) and the address(es) of attending physician(s) and the date(s) when consulted.

Willful falsification of a statement on the sick leave form will provide possible grounds for suspension or termination of employment.

Employees shall receive a copy of all leave forms that they submit for approval.

Employees who are suspected of misuse of sick leave shall be subject to counseling by administration and in connection with same may be required to provide physician's excuses for future absences. Employees who fail to comply with any such requirement or who otherwise are determined to have misused sick leave shall be subject to discipline up to and including termination.

#### Perfect Attendance Bonus

Employees who have worked twelve (12) consecutive months, without using sick leave or personal leave or leave without pay, and without being disciplined for unauthorized absence from work, and who notify the Treasurer within thirty (30) days of their having done so shall be paid a stipend, provided that no workday shall be included in more than one (1) such twelve (12) month period. For employees who are regularly scheduled to work forty (40) hours per week, fifty-two (52) weeks per year, the stipend shall be \$650.00; for employees who are regularly scheduled to work fewer hours per year, the stipend shall be prorated in amount based upon the ratio of the employee's regularly scheduled work hours to per year to two thousand eighty (2,080) hours. Employees who would be paid such an attendance stipend but for their using sick leave on only one (1) day during the applicable period shall instead be paid a stipend of \$550.00 (prorated as described), and employees who would be paid such an attendance stipend but for their using sick leave on only two (2) days during the applicable period shall instead be paid a stipend of \$450.00 (prorated as described).

For purposes of the immediately preceding paragraph, use of sick leave or personal leave or leave without pay for absence because of the death of an employee's spouse, mother, father, or child (hereafter, a "bereavement absence") shall not disqualify the employee from receiving the incentive payment set forth under that paragraph if the following conditions are met for each individual bereavement absence in a twelve (12) consecutive month period:

- The employee uses all personal leave available for each individual bereavement absence before using any sick leave for same;
- The employee uses no more than three (3) personal leave and/or sick leave days for each individual bereavement absence that results from a death within the State of Ohio; and
- The employee uses no more than five (5) personal leave and/or sick leave days for each individual bereavement absence that results from a death outside the State of Ohio.

#### **ARTICLE 14 MATERNITY/PATERNITY LEAVE**

A classified employee shall, upon request, be granted leave subject to the following conditions:

##### 14.01 Sick Leave for maternity purposes

1. Accumulated sick leave may be used by reason of the employee's pregnancy. Upon application sick leave shall be granted two weeks prior to the date of delivery as determined by the attending physician and four weeks following the termination of the pregnancy. In addition thereto, upon certification of the attending physician to the Superintendent in writing that is not in the best interest of the employee's health that she perform her assigned duties, the period of sick leave for maternity purposes shall be extended by the Board.
2. Sick leave as authorized under this section shall not exceed that number of accumulated and unused sick leave days to the credit of the employee at the time taking such leave.

A classified employee may, upon request, be granted leave without pay subject to the following conditions:

##### 14.02 Maternity/Paternity leave without pay

1. Maternity/Paternity leave requests shall be filed not less than 30 days prior to the effective date of such leave. The request shall state the beginning and ending dates of such leave. Actual dates of granted leave may be amended by the Board upon request by the employee.

2. Maternity/Paternity leave shall not be for more than one (1) year from the initial date of the leave.
3. Extension of maternity/paternity leave may be renewed upon written application, but only upon the recommendation of the Superintendent and the approval of the Board of Education. Application for the extension of maternity/paternity leave shall be filed by the employee on or before April 15 of the school year in which the leave expires. Refusal of the employee to return to service on the designated date and/or violation of the terms of this section may cause the Board, at its discretion, to terminate the contract of the employee.
4. In accordance with the procedures outlined above and upon return to service of the employee at the expiration of the leave of absence, an employee shall resume the contract status held prior to such leave.
5. Any classified employee returning from maternity/paternity leave shall not be entitled to advancement on the salary schedule for the period of his/her absence, unless the employee has performed work for one hundred twenty (120) days during the school year.

#### 14.03 Interim Maternity Leave

Any employee whose accumulated sick leave days are insufficient to cover the period of leave as set forth in Section 14.01 above shall be granted an interim maternity leave without pay for a period not to exceed six (6) weeks; two (2) weeks prior to and four (4) weeks following termination of pregnancy. Employees on unpaid maternity leave shall be eligible to obtain group insurance benefits (with the agreement of the insurance carrier) at their own expense.

#### 14.04 Family and Medical Leave of 1993

Notwithstanding anything to the contrary in this or any other Article in this Agreement, employees and the Board shall each have all their respective rights and obligations under the Family and Medical Leave Act of 1993 in supplementation of any provision of this Agreement.

### **ARTICLE 15 PERSONAL LEAVE**

- 15.01 Each employee may be entitled, with the approval of the Superintendent or his/her designee, to three (3) days of absence, with pay, each employee contract year as personal leave to conduct business which cannot be undertaken at any time other than during the work day. An employee will give his/her supervisor/principal a minimum of twenty-four (24) hours advance notice of his/her intention to take personal leave. In the case of an emergency, the time period may be waived.

When an employee is absent for personal reasons, a report of such absence, signed by the employee and his supervisor, shall be filed with the Treasurer of the Board within three (3) days following the last day of absence. The filing of a false statement by an employee shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable.

15.02 Paid personal leave may be used in one-half (½) day increments.

Employees must give written certification that personal leave days are not being taken except for personal business and/or obligations that cannot be handled outside the contractual day and further that the leave will not be used for engaging in gainful employment. No more than ten percent (10%), rounded up to the nearest whole number, of unit members in a classification shall take personal leave on any day, except that the Superintendent may allow an exception to this limitation if, in his/her discretion, appropriate circumstances exist. Personal leave may not be taken on either of the first two days of the employee's contractual year, the day before or after a school vacation period or holiday, or on the last two days of the employee's contractual year except for one of the following reasons:

- Graduation or wedding of self or immediate family member
- Religious observance
- Change of residence where move must be made during work week
- Court appearance
- Unanticipated weather-related travel emergencies.

Personal days may be prorated for employment of less than one year in full-day increments.

15.03 At the end of each contract year, each unused personal leave day shall be credited and added onto the employees accumulated sick leave, except insofar as an employee elects, in writing delivered to the Treasurer on or before the last day of the employee's contractual year, to have one (1) day of such unused personal leave instead be added to the next contractual year's accumulation of personal leave for the employee. The maximum accumulation of personal leave shall be four (4) days.

**PERSONAL LEAVE REQUEST  
NON-CERTIFIED EMPLOYEES**

To be completed by the requesting employee and submitted to his/her building principal/supervisor at least 24 hours in advance of personal leave. In the case of an emergency, the time period may be waived.

I am requesting personal leave on \_\_\_\_\_  
Month Day Year

Each employee may be entitled, with the approval of the Superintendent or his/her designee, to three (3) days of absence, with pay, each employee contract year as personal leave to conduct business which cannot be undertaken at any time other than during the work day.

By signing this statement, I attest that I will use/have used this personal leave for reason(s) of personal business and/or obligations which cannot/could not be conducted other than on school time and that the leave will not be used for engaging in gainful employment. (If my use of personal leave is on either of the first two (2) days of the employee's contractual year, the day before or after a school vacation period or holiday, or on the last two (2) days of the employee's contractual year, I further attest that I will use/have used this personal leave for the reason(s) checked below:

- Graduation or wedding of self or member of immediate family
- Religious observance
- Change of residence where move must be made during work week
- Court appearance
- Unanticipated weather-related travel emergencies)

At the end of each contract year, each unused personal leave day shall be credited and added onto the employees accumulated sick leave, except insofar as an employee elects, in writing delivered to the Treasurer on or before the last day of the employee's contractual year, to have one (1) day of such unused personal leave instead be added to the next contractual year's accumulation of personal leave for the employee. The maximum accumulation of personal leave shall be four (4) days.

The filing of a false statement by an employee shall be considered grounds for disciplinary action.

Employee Signature \_\_\_\_\_ Date

Principal/Supervisor Signature \_\_\_\_\_ Date

Superintendent/Designee's Signature \_\_\_\_\_ Date

**ARTICLE 16  
LEAVE OF ABSENCE**

- 16.01 Upon a written request the Board of Education may grant a leave of absence for a period of not more than two (2) consecutive school years for education or professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request.
- 16.02 Upon the return of an employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while s/he was on leave.
- 16.03 If, after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if s/he is hired by the Board as a regular employee within a year after his/her employment as a replacement, s/he shall receive credit for his/her length of service with the Board during such replacement period.
- 16.04 Any credit awarded to an employee mentioned above shall be in compliance with 3319.081 of the Ohio Revised Code.

**ARTICLE 17  
VACATION**

- 17.01 All non-certificated employees who are employed full-time for a duty year of no less than eleven (11) calendar months or more shall be granted, after service of one (1) contract year in the New Albany • Plain Local School District, vacation according to the following schedule:

1 through 7 years of continuous service	2 weeks
8 through 16 years of continuous service	3 weeks
17 through 25 years of continuous service	4 weeks
25 or more years of continuous service	5 weeks

This provision shall supersede Section 9.44 of the Ohio Revised Code.

- 17.02 Earned vacation shall be taken at a time that is mutually agreed upon by the employee and his/her immediate supervisor (not in the bargaining unit) so long as that does not interfere with the efficient operation of the district.
- 17.03 Employees may carry over any vacation that they have earned but not used in their immediately preceding two (2) contractual years of employment. Payment for unused vacation upon separation from employment, including but not limited to death, shall be as provided in Ohio Revised Code §3319.084.

- 17.04 An employee called for jury selection or duty shall be excused from work for the days which s/he serves, will receive his/her per diem rate of pay, and shall also receive any remuneration/compensation received for serving as a juror.

**ARTICLE 18**  
**ADMINISTRATION MEETINGS & STUDENT DISCIPLINE MEETINGS**

The Board agrees that when either an administration meeting or a meeting involving the discipline of a student is called by the Superintendent and the Superintendent mandated the attendance of an employee(s) at that meeting, the employee(s) in attendance shall be paid his/her regular rate of pay for any time spent at the meeting which exceeds his/her regularly scheduled working hours, provided that insofar as attendance at any such meeting causes Article 20 to be applicable, pay for such attendance shall instead be to that extent at the rate set forth in that Article.

**ARTICLE 19**  
**CALAMITY DAYS**

- 19.01 Employees shall be paid their regular rate of pay for any day(s) or parts of days when schools in which they are employed are closed due to a calamity being declared by the Superintendent up to five (5) days.
- 19.02 Employees may be required to work calamity days if an emergency status exists (*i.e.*, flood, fire, tornado, blizzard, boiler room emergency, *etc.*), provided that employees living in areas in which the state patrol / sheriff's department have declared a level three (3) emergency shall not be disciplined or lose their pay under Section 19.01 above for not reporting to work of a calamity day for which such a declaration has been made.
- 19.03 In addition to their regular rate of pay for their regularly scheduled hours, any employee required to work on a calamity day shall be paid at time and one-half (1-1/2) for calamity hours actually worked, but not for less than four (4) hours after the calamity has been declared or for the remainder of the employee's scheduled work on that day, whichever is less. When school is canceled on a calamity day less than a quarter hour before an employee is scheduled to report to work and the employee has so reported but is not then required to work because of the cancellation, the employee shall receive, in addition to the calamity day pay required under Section 19.01, two (2) hours of pay at his/her regular hourly rate of pay.
- 19.04 On days when schools are closed prior to the regularly scheduled school opening, night custodians shall not be required to report to work unless an emergency status exists.

**ARTICLE 20**  
**OVERTIME**

- 20.01 All hours actually worked, or paid for a holiday in accordance with Article 32 herein below, in excess of forty (40) hours in any work week shall be compensated at one and one-half (1-1/2) times the regular hourly rate, provided the work is for the Board of

Education or for Board sponsored organizations. All overtime must be approved in advance by the appropriate Supervisor.

20.02 Custodial overtime shall be assigned in the following manner:

1. The overtime shall be offered to the custodian assigned to the area/complex (*i.e.*, the high school, middle school, athletic complex, elementary schools, transportation compound) where activity occurs on that shift.
2. If the overtime is refused, the other custodians assigned to the area/complex shall be offered the overtime.
3. If the overtime is still available, other custodians in the district shall be asked in the order of their seniority. The seniority list will begin with the most senior bargaining unit custodian and proceed to least senior bargaining unit custodian on a rotation basis. In the event that a bargaining unit custodian rejects the offered overtime, they shall be placed on the bottom of the rotation list.

20.03 Extra work that is offered to food service employees shall be so offered to those employees on a classification seniority rotation basis.

## **ARTICLE 21 FIELD TRIPS**

- 21.01 A field trip shall be defined as any transportation assignment which is scheduled through notification from the building principal, department head, teacher, coach, or group advisor to the Transportation Coordinator for which a school bus, or a school van to be driven by a bus driver, will be used. If any trip at the same time to the same place would require more than one (1) van (or suburban) to be used, a school bus driven by a bus driver shall be used instead.
- 21.02 If no driver having at least a four and one-half hour contract is available to take or does take a trip, the trip shall be offered to drivers in the bargaining unit with less than four and one-half hour contracts, then to on-call substitutes, and then to or outside providers, provided that a good faith effort shall be made to consult with the Union prior to using any non-bargaining unit member so to drive. A driver shall be deemed not to be available for a trip if s/he must drop a mid-day route to take the trip.
- 21.03 All field trips in the possession of Transportation Office shall be posted on the first day of the week for the following week, (Sunday thru Saturday). The posted trips will come down on Wednesday (12:00 Noon) for assignment to drivers.
- 21.04 Trips not posted on the first of the week due to unforeseen scheduling/emergencies will be assigned immediately and will not be posted on the board. The Transportation Office will contact the driver next in rotation for such emergencies trips using the list that trip falls under. (Day, evening, weekend) Trip departure time and date will determine how rapid of a response Transportation Office will allow for securing

a driver from the appropriate rotation list. Depending on trip departure time, the Transportation Office will perform a good faith effort to make contact of the driver next on the list.

If there was to be a complete rotation made and there is NO driver secured for the trip. The Transportation Office will revert to the entire driver seniority list for securing a driver for the trip, providing there is adequate time. If there is no appropriate time for a driver search, the Transportation Office will contact any available driver.

21.05 Trips will be divided into three (3) categories for the purpose of assignment rotation as follows among bus drivers contracted for routes of a minimum of four and one-half (4½) hours on the majority of their scheduled days, provided that the Transportation Coordinator may deviate from using the applicable list if time constraints are such that it is reasonable to determine that it would not be practical to use such list:

- a. Daytime
- b. Evening
- c. Weekend

21.06 All field trips shall be assigned based upon a seniority rotation list for each of the three (3) categories just listed. These lists shall be established on a voluntary basis, and the bus driver's classification seniority shall be used, provided that any bus driver who turns in three (3) accepted trips in a season will be taken off the field trip rotation for that season (seasons being fall, winter, spring, and summer).

21.07 Daytime field trips:

Any field trip starting at 9:00 am to 2:00 pm (Monday thru Friday) contract drivers are not permitted to interrupt their AM route or Mid-day route for a trip.

21.08 If a daytime field trip should extend in to the drivers contracted PM route, the driver will simply log down the trip time stopping at the start of contract route time. For Example: Trip starts at 9:30 and returns at 3:30 pm. Driver will record the trip pay time stopping at 2:10 pm and not interfere with the drivers contract pay.

After returning from the trip (3:30 pm), the driver will have to complete their contract time and be on duty until 4:15 pm.

A Route Specialist must be available for the forfeited PM route that is vacated by the driver. This is subject to change on the day of the trip. This will be under the discretion of the Transportation Coordinator or the Assistant Transportation Coordinator.

21.09 Evening field trips:

Any field trip starting at 2:00 pm (Monday thru Friday)

Evening field trips that begin prior to the end of the contractual day (currently 4:15 p.m.) shall be paid at field trip rates beginning at the end of the contractual day (again, currently 4:15 p.m.) without subtraction from regular pay because of the field trip.

A driver may bid on a trip and give up their entire PM route for a trip that may start at 2:00 o'clock or later. (Using the evening field trip list)

The pay for these trips will start at 4:15 pm., regardless when the route ends. If the driver taking the trip is vacating their contacted route, they will still need to report to the garage at 2:00 pm and stand by for their trip departure time.

A Route Specialist must be available for the forfeited PM route that is vacated by the driver. This is subject to change on the day of the trip. This will be under the discretion of the Transportation Coordinator or the Assistant Transportation Coordinator.

- 21.10 If a trip starts and ends within the PM route time (starting route time to 4:15) there will be no 2-½ hr. min. trip pay. (Driver is simply taking the trip in lieu of the route.)
- 21.11 2-½ hr. min. trip pay for any trip beyond 4:15 PM during the week, or trip cancelled within 24 hours of trip time.
- 21.12 If more than one driver is dispatched for a trip and only one driver is needed, the senior driver will choose to take the trip or take the 2.50 cancellation trip pay.
- 21.13 If two drivers are scheduled to take a trip to the same place and one bus is cancelled, (Prior 24hrs of trip time), the least in seniority driver for the trips is cancelled.
- 21.14 Reimbursements of three cancelled trips prior to 24-hour of the trip time:  
  
Drivers are entitled to receive minimum 2.50 hrs. of trip pay for the three cancelled trips. Drivers are required to turn in the three field trip forms with their time sheets.
- 21.15 Bus drivers may not trade field trips.
- 21.16 Bus drivers shall be paid at the field trip rate for a minimum of (a) two and one-half (2½) hours. Drivers performing additional pre-trip inspection on trip bus will add .25 to trip pay. Driver must perform a pre-trip inspection of the bus daily before transporting students. (Including any necessary fueling, pre-trip, and post-trip clean up)
- 21.17 If post-trip clean-up requires longer than otherwise allotted fifteen (15) minutes, the bus driver will also be paid, at the field trip rate, the extra time required to clean.
- 21.18 The decision to classify a field trip as a drop off - pick up will be made by the Transportation Coordinator or assistant. If a problem occurs, the Transportation Coordinator and the Union representative will sit down and discuss alternatives.
- 21.19 Drivers with discrepancy on items not detailed in the Union Contract must submit their concerns in writing to a member of the negotiation committee.

**ARTICLE 22**  
**TRANSPORTATION**

22.01 All drivers shall work and be paid for the minimum of the contracted days per year based on the route that s/he chooses, plus all drivers shall be paid for eight (8) holidays each contract year. All bus routes shall be bid at an unpaid bid meeting called for that purpose yearly during the first two (2) weeks of August. Bidding shall be on a classification seniority basis. If a driver is not present or does not call or give written notice to the Transportation Coordinator for the annual bid meeting, that driver shall be put at the bottom of the list for routes. Routes not bid as set forth herein shall be assigned to new or existing drivers at the discretion of the Superintendent or his/her designee. Routes that open during the second semester of a school year may be assigned to new drivers.

If routes become vacant, new routes are added, or existing routes are changed drastically, as determined by both the Union President and the Transportation Coordinator, during the first semester of the school year, said routes shall be placed up for bid among all drivers, provided that a meeting such as that held each August, but with at least five (5) workdays' notice to drivers of such meeting, may be used for this purpose, and provided further that only drivers with lower seniority than a driver vacating a route may bid on that vacated route. Drivers on extended leave of absence during the current school year and returning prior to January 1, shall return to the route previously bid and other drivers will do likewise.

22.02 For both the safety of the children and that of the driver, any bus driver involved in an accident while driving either his/her regular route or a field trip shall be relieved by another driver or a substitute if a driver is judged by the Superintendent or his/her designee in his/her discretion to be unavailable to run the remainder of the route/trip. In that case, the individual involved in the accident shall continue to be paid for the remainder of the route/trip.

22.03 A bus driver who, due to the absence of another driver, is required during the regular school day to drive a route(s) in addition to his/her regular assignment, shall be paid his/her normal rate of pay for any time worked beyond his/her regularly scheduled hours.

22.04 The Board shall pay the cost of obtaining a C.D.L. license for all bus drivers.

22.05 1. An additional ½ (one half) hour shall be added to each school bus driver's regular route as compensation for fueling, a pre-trip bus check, a post-trip bus check, and bus cleaning.

2. Bus drivers shall be paid their regular hourly rate of pay for breakdown time that is spent on a bus after the first ½ (one half) hour of such time if the breakdown is not caused by the driver, (any such cause to be subject to the reasonable determination of the Transportation Coordinator).

- 22.06 All school bus drivers currently contracted for a four and one-half (4½) hour route on the majority of their scheduled days shall retain a minimum of such four and one-half (4½) hours (plus the one half [½] hour for fueling, pre-tripping, post-tripping, and cleanup) on the majority of their scheduled days.
- 22.07 1. Shuttles, special education routes, and what otherwise have heretofore been extra hours may become part of routes.
2. Kindergarten runs will be bid by seniority as contract hours.
3. As long as kindergarten is offered in the district on a basis by which kindergarten students attend school on one-half (½) of each school day, kindergarten drivers shall receive an additional contract for one and one-half (1½) hours per day for kindergarten driving, each of which additional contracts shall be of a duration of one (1) school year or the remainder of the school year assigned, whichever is less, and shall automatically non-renew at the end of each school year without need for further Board action.
- 22.08 A Route Specialist is a regular driver for purposes of all provisions contained in this Agreement. This position will work any route that may not be filled on any given day. If all routes are filled, the Route Specialist shall still report to the bus compound for other work consistent with the bus driver guidelines.
- 22.09 All notices written on the board to drivers should be copied to the President of the Union, who shall then keep a copy of same for any reference.
- 22.10 Bus video cameras are primarily for student conduct and behavior modification and consequently shall not be used for driver evaluation in the absence of a specific reason to do so.
- 22.11 Bus drivers who have kindergarten routes and who validly use sick leave on a day for (a) such a route and (b) either a morning or an afternoon route (but not both a morning and an afternoon route) shall be charged one-half (½) day of such leave.
- 22.12 Information regarding On the Bus Instructor training will be provided to all interested drivers, who then by seniority, will be eligible, per Ohio Administrative Code section 3301-83-10 to perform duties as the instructor. Once hired, the OBI Instructor will remain in that position as long as his/her performance is satisfactory and shall be paid his/her hourly rate plus \$.25 per hour for each hour providing OBI services.

## **ARTICLE 23 UNIFORMS**

- 23.01 The Board shall provide to each food service employee shirts and hats/hair nets and an annual allowance of \$120.00.

23.02 The Board agrees that (a) all mechanic technicians, mechanics, and mechanic's helpers shall be provided, at no cost to the employees, uniforms and cleaning service in accordance with current practice, with each uniform to consist of pants and shirts, jackets, or coveralls, (b) all mechanic technicians, mechanics, and mechanic's helpers will further be provided with winter-insulated coveralls and a shoe allowance of seventy dollars (\$70.00) per year, which annual shoe allowance shall also be provided to all maintenance and grounds maintenance employees (including but not limited to the operator maintenance technician), and (c) all custodial staff will be provided with shirts at no cost to the employees.

**ARTICLE 24  
INSURANCE**

24.01 The Board will pay the total premium per month per bargaining unit member for Group Term Life Insurance coverage in the amount of \$40,000.00. The Group Term Life coverage shall be in effect for the term of the current Agreement.

24.02 The Board agrees to maintain current coverage and to provide Board-paid premiums on medical insurance of 85% single and 85% family.

24.03 The Board and the Association agree to hold insurance growth to 9% or less annually and agree they will work to reduce the rate of growth as much as possible. Through the work of the Joint Insurance Committee, they will annually construct benefit packages that meet the needs of employees and meet this target of a maximum of 9% growth in the cost. The Board and the Association agree that if any changes are needed in the insurance benefits to achieve this goal, those changes must be mutually agreed upon.

24.04 The Board agrees to provide all bargaining unit members at their option an individual or family dental insurance plan. Such plan shall be comparable to that offered other employees of the district. The Board agrees to provide Board paid premiums of 100% for single coverage and \$70.00 per month for family coverage effective July 1, 2008.

24.05 Premiums set forth in Sections 24.02 and 24.04 above shall be proportioned so as to be paid on the following basis and only for those employees whose regular schedule would be to work such hours on a nine (9) months or greater basis per school year:

Twenty (20) hours or more per week	100% of premium amounts stated in Sections 24.02 and 24.04
Fifteen (15) to nineteen (19) hours per week	50% of premium amounts stated in Sections 24.02 and 24.04
Fewer than (15) hours per week	0% of premium amounts stated in Sections 24.02 and 24.04

**ARTICLE 25  
WAGES (EFFECTIVE JULY 1, 2011)**

**25.01 NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT  
NON-CERTIFIED HOURLY WAGE SCALE**

**2011-2012**

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Secretary	16.30	17.42	17.66	17.95	18.21	18.50	18.75	19.00	19.30	19.55	19.86	20.10	20.39	20.65	20.94	21.19
Custodian	16.70	17.77	18.08	18.33	18.62	18.87	19.16	19.44	19.70	19.96	20.23	20.51	20.78	21.07	21.32	21.60
Head Custodian	17.75	18.83	19.15	19.42	19.67	19.94	20.24	20.50	20.78	21.03	21.28	21.59	21.86	22.13	22.38	22.68
Bus Driver	18.46	19.54	19.85	20.09	20.37	20.64	20.92	21.18	21.47	21.72	21.98	22.29	22.54	22.85	23.08	23.36
Cook	15.13	16.23	16.52	16.78	17.05	17.32	17.58	17.87	18.13	18.41	18.69	18.93	19.23	19.50	19.77	20.03
Food Service Worker	11.53	11.77	12.05	12.34	12.61	12.89	13.14	13.43	13.67	13.97	14.23	14.49	14.77	15.06	15.34	15.59
Head Food Service Aide	11.98	12.26	12.54	12.82	13.11	13.40	13.67	13.97	14.23	14.53	14.79	15.08	15.38	15.66	15.94	16.22
In-School Susp. Aide	10.35	10.63	10.90	11.14	11.40	11.70	11.99	12.24	12.51	12.78	13.06	13.33	13.61	13.86	14.14	14.43
Educational Assistants	15.74	16.80	17.10	17.37	17.63	17.91	18.19	18.46	18.74	18.99	19.24	19.55	19.82	20.10	20.34	20.65
Library Aide	15.74	16.80	17.10	17.37	17.63	17.91	18.19	18.46	18.74	18.99	19.24	19.55	19.82	20.10	20.34	20.65
Mechanic Technician and Mechanic	10.60	11.82	12.13	12.42	12.73	13.04	13.35	13.67	14.01	14.35	14.70	15.07	15.43	15.81	16.19	16.59
Mechanics's Helper	18.13	19.23	19.50	19.77	20.03	20.33	20.58	20.88	21.14	21.38	21.68	21.93	22.24	22.48	22.77	23.02
Maintenance Grounds	14.22	15.30	15.55	15.85	16.10	16.40	16.66	16.92	17.20	17.46	17.74	18.00	18.30	18.54	18.85	19.11
Maintenance Operator/ Main Tech	18.13	19.23	19.50	19.77	20.03	20.33	20.58	20.88	21.14	21.38	21.68	21.93	22.24	22.48	22.77	23.02
	21.38	21.68	21.93	22.24	22.48	22.77	23.02	23.28	23.53	23.77	24.03	24.32	24.54	24.80	25.04	25.31

25.02 Field trip pay will be \$16.36 per hour for 2011-12 unless the Board and the Union agree to a raise.

25.03 SERS pick-up - Board agrees to pick-up non-certified employee SERS contribution using the salary reduction method.

- 25.04 Longevity pay will be based on SERS credit years of service at New Albany-Plain Local. With 15 years of service add \$.29 per hour to the above stated salary schedule With 17 years of service add \$.66 per hour to the above stated salary schedule With 20 years of service add \$1.11 per hour to the above stated salary schedule.
- 25.05 Secretary-Scale set forth in above table is for 9 or 9 1/2 month schedule. Add \$.05 per hour to such scale for 10 or 10 1/2 month schedule Add \$.10 per hour to such scale for 12 month schedule.
- 25.06 1. Unless and until the Board determines otherwise, one (1) high school secretary, one (1) middle school secretary, and one (1) elementary school secretary shall be employed on a twelve (12) month schedule and, notwithstanding any provision to the contrary herein, shall instead be paid a salary at Level I, and be subject to other salary provisions applicable to that Level I, as set forth in Administrative Guideline 1400 of the New Albany-Plain Local School District, as now in effect or hereafter amended.
2. Should the Board for any reason determine to discontinue the application of the provisions of paragraph 1 hereinabove for any or all secretarial positions listed therein or for the persons paid in accordance with those provisions, the wages for the position(s)/person(s) affected by that discontinuation shall revert to those set forth in this Article.
- 25.07 Promotions - Any employee who is promoted (i.e., placed in a classification having a higher salary range than the one that the employee had been holding) shall be placed on the salary schedule for that promotional position at the first step at which the employee shall receive an hourly rate of pay that is at least 4% above the hourly rate of pay of the position that the employee had been holding.
- 25.08 Head Food Service Employees - No later than August 15, the Superintendent or his/her designee shall notify a food service employee in each building of his/her selection as head food service employee for the ensuing school year. Each person so selected shall be paid an annual stipend of \$750.00 for performance of head food service employee duties, such stipend to be paid in accordance with Article 7 above.
- 25.09 Without bargaining as to the decision or its effects, the Board may create new job classifications (and initially set salaries therefore) and/or change job duties so long as no such action shall reduce the then-present hourly wage rate from the above scales for any employee. A good faith effort shall be made to provide to the Local President notification of any decisions that have been made to create new job classifications or materially change job duties before those decisions are implemented in order that the President may request a meeting with the Superintendent and/or his/her designee for informational purposes only. The President may be accompanied by the OAPSE Staff Field Representative at any such meeting.

**ARTICLE 26  
WAGES (EFFECTIVE JULY 1, 2012)**

**26.01 NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT  
NON-CERTIFIED HOURLY WAGE SCALE**

**2012-2013**

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Secretary	16.30	16.82	17.56	17.80	18.09	18.35	18.64	18.89	19.14	19.44	19.69	20.00	20.24	20.53	20.79	21.08
Custodian	16.70	17.22	17.91	18.22	18.47	18.76	19.01	19.30	19.58	19.84	20.10	20.37	20.65	20.92	21.21	21.46
Head Custodian	17.75	18.27	18.97	19.29	19.56	19.81	20.08	20.38	20.64	20.92	21.17	21.42	21.73	22.00	22.27	22.52
Bus Driver	18.46	18.98	19.68	19.99	20.23	20.51	20.78	21.06	21.32	21.61	21.86	22.12	22.43	22.68	22.99	23.22
Cook	15.13	15.65	16.37	16.66	16.92	17.19	17.46	17.72	18.01	18.27	18.55	18.83	19.07	19.37	19.64	19.91
Food Service Worker	11.53	11.67	11.91	12.19	12.48	12.75	13.03	13.28	13.57	13.81	14.11	14.37	14.63	14.91	15.20	15.48
Head Food Service Aide	11.98	12.12	12.40	12.68	12.96	13.25	13.54	13.81	14.11	14.37	14.67	14.93	15.22	15.52	15.80	16.08
In-School Susp. Aide	10.35	10.49	10.77	11.04	11.28	11.54	11.84	12.13	12.38	12.65	12.92	13.20	13.47	13.75	14.00	14.28
Educational Assistants	15.74	16.26	16.94	17.24	17.51	17.77	18.05	18.33	18.60	18.88	19.13	19.38	19.69	19.96	20.24	20.48
Library Aide	15.74	16.26	16.94	17.24	17.51	17.77	18.05	18.33	18.60	18.88	19.13	19.38	19.69	19.96	20.24	20.48
Mechanic Technician and	10.60	11.12	11.96	12.27	12.56	12.87	13.18	13.49	13.81	14.15	14.49	14.84	15.21	15.57	15.95	16.33
Mechanic	18.13	18.65	19.37	19.64	19.91	20.17	20.47	20.72	21.02	21.28	21.52	21.82	22.07	22.38	22.62	22.91
Mechanics's Helper	14.22	14.74	15.44	15.69	15.99	16.24	16.54	16.80	17.06	17.34	17.60	17.88	18.14	18.44	18.68	18.99
Maintenance Grounds	18.13	18.65	19.37	19.64	19.91	20.17	20.47	20.72	21.02	21.28	21.52	21.82	22.07	22.38	22.62	22.91
Maintenance Operator/	18.13	18.65	19.37	19.64	19.91	20.17	20.47	20.72	21.02	21.28	21.52	21.82	22.07	22.38	22.62	22.91
Main Tech	21.38	21.52	21.82	22.07	22.38	22.62	22.91	23.16	23.42	23.67	23.91	24.17	24.46	24.68	24.94	25.18

26.02 Field trip pay will be \$16.36 per hour for 2012-13 unless the Board and the Union agree to a raise.

26.03 SERS pick-up - Board agrees to pick-up non-certified employee SERS contribution using the salary reduction method.

- 26.04 For the 2012-2013 school year, bargaining unit members, other than Food Service Workers, Head Food Service Workers, Aides, and Operator/Maintenance Technicians, moving from Step 0 in 2011-2012 to Step 1 in 2012-2013 will receive a \$.52 per hour increase on the wage rate received during the 2011-2012 school year. Other bargaining unit members who are entitled to a step increase effective for the 2012-2013 school year (including Food Service Workers, Head Food Service Workers, Aides, and Operator/Maintenance Technicians moving any step) will receive a \$.14 per hour increase on the wage rate received during the 2011-2012 school year.
- 26.05 Longevity pay will be based on SERS credit years of service at New Albany-Plain Local. With 15 years of service add \$.29 per hour to the above stated salary schedule With 17 years of service add \$.66 per hour to the above stated salary schedule With 20 years of service add \$1.11 per hour to the above stated salary schedule.
- 26.06 Secretary -Scale set forth in above table is for 9 or 9 1/2 month schedule. Add \$.05 per hour to such scale for 10 or 10 1/2 month schedule Add \$.10 per hour to such scale for 12 month schedule.
- 26.07 1. Unless and until the Board determines otherwise, one (1) high school secretary, one (1) middle school secretary, and one (1) elementary school secretary shall be employed on a twelve (12) month schedule and, notwithstanding any provision to the contrary herein, shall instead be paid a salary at Level I, and be subject to other salary provisions applicable to that Level I, as set forth in Administrative Guideline 1400 of the New Albany-Plain Local School District, as now in effect or hereafter amended.
2. Should the Board for any reason determine to discontinue the application of the provisions of paragraph 1 hereinabove for any or all secretarial positions listed therein or for the persons paid in accordance with those provisions, the wages for the position(s)/person(s) affected by that discontinuation shall revert to those set forth in this Article.
- 26.08 Promotions - Any employee who is promoted (i.e., placed in a classification having a higher salary range than the one that the employee had been holding) shall be placed on the salary schedule for that promotional position at the first step at which the employee shall receive an hourly rate of pay that is at least 4% above the hourly rate of pay of the position that the employee had been holding.
- 26.09 Head Food Service Employees - No later than August 15, the Superintendent or his/her designee shall notify a food service employee in each building of his/her selection as head food service employee for the ensuing school year. Each person so selected shall be paid an annual stipend of \$750.00 for performance of head food service employee duties, such stipend to be paid accordance with Article 7 above.

26.10 Without bargaining as to the decision or its effects, the Board may create new job classifications (and initially set salaries therefore) and/or change job duties so long as no such action shall reduce the then-present hourly wage rate from the above scales for any employee. A good faith effort shall be made to provide to the Local President notification of any decisions that have been made to create new job classifications or materially change job duties before those decisions are implemented in order that the President may request a meeting with the Superintendent and/or his/her designee for informational purposes only. The President may be accompanied by the OAPSE Staff Field Representative at any such meeting.

**ARTICLE 27  
WAGES (EFFECTIVE JULY 1, 2013)**

**27.01 NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT  
NON-CERTIFIED HOURLY WAGE SCALE**

2013-2014

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Secretary	16.30	16.82	16.96	17.70	17.94	18.23	18.49	18.78	19.03	19.28	19.58	19.83	20.14	20.38	20.67	20.93
Custodian	16.70	17.22	17.36	18.05	18.36	18.61	18.90	19.15	19.44	19.72	19.98	20.24	20.51	20.79	21.06	21.35
Head Custodian	17.75	18.27	18.41	19.11	19.43	19.70	19.95	20.22	20.52	20.78	21.06	21.31	21.56	21.87	22.14	22.41
Bus Driver	18.46	18.98	19.12	19.82	20.13	20.37	20.65	20.92	21.20	21.46	21.75	22.00	22.26	22.57	22.82	23.13
Cook	15.13	15.65	15.79	16.51	16.80	17.06	17.33	17.60	17.86	18.15	18.41	18.69	18.97	19.21	19.51	19.78
Food Service Worker	11.53	11.67	11.81	12.05	12.33	12.62	12.89	13.17	13.42	13.71	13.95	14.25	14.51	14.77	15.05	15.34
Head Food Service	11.98	12.12	12.26	12.54	12.82	13.10	13.39	13.68	13.95	14.25	14.51	14.81	15.07	15.36	15.66	15.94
Aide	10.35	10.49	10.63	10.91	11.18	11.42	11.68	11.98	12.27	12.52	12.79	13.06	13.34	13.61	13.89	14.14
In-School Susp. Aide	15.74	16.26	16.40	17.08	17.38	17.65	17.91	18.19	18.47	18.74	19.02	19.27	19.52	19.83	20.10	20.38
Educational Assistants	15.74	16.26	16.40	17.08	17.38	17.65	17.91	18.19	18.47	18.74	19.02	19.27	19.52	19.83	20.10	20.38
Library Aide	10.60	11.12	11.26	12.10	12.41	12.70	13.01	13.32	13.63	13.95	14.29	14.63	14.98	15.35	15.71	16.09
Mechanic Technician and Mechanic	18.13	18.65	18.79	19.51	19.78	20.05	20.31	20.61	20.86	21.16	21.42	21.66	21.96	22.21	22.52	22.76
Mechanics's Helper	14.22	14.74	14.88	15.58	15.83	16.13	16.38	16.68	16.94	17.20	17.48	17.74	18.02	18.28	18.58	18.82
Maintenance Grounds	18.13	18.65	18.79	19.51	19.78	20.05	20.31	20.61	20.86	21.16	21.42	21.66	21.96	22.21	22.52	22.76
Maintenance Operator/ Main Tech	18.13	18.65	18.79	19.51	19.78	20.05	20.31	20.61	20.86	21.16	21.42	21.66	21.96	22.21	22.52	22.76
	21.38	21.52	21.66	21.96	22.21	22.52	22.76	23.05	23.30	23.56	23.81	24.05	24.31	24.60	24.82	25.08

27.02 Field trip pay will be \$16.36 per hour for 2013-14 unless the Board and the Union agree to a raise.

27.03 SERS pick-up - Board agrees to pick-up non-certified employee SERS contribution using the salary reduction method.

- 27.04 For the 2013-2014 school year, bargaining unit members, other than Food Service Workers, Head Food Service Workers, Aides, and Operator/Maintenance Technicians, moving from Step 0 in 2012-2013 to Step 1 in 2013-2014 will receive a \$.52 per hour increase on the wage rate received during the 2012-2013 school year. Other bargaining unit members who are entitled to a step increase effective for the 2013-2014 school year (including Food Service Workers, Head Food Service Workers, Aides, and Operator/Maintenance Technicians moving any step) will receive a \$.14 per hour increase on the wage rate received during the 2012-2013 school year.
- 27.05 Longevity pay will be based on SERS credit years of service at New Albany-Plain Local. With 15 years of service add \$.29 per hour to the above stated salary schedule With 17 years of service add \$.66 per hour to the above stated salary schedule With 20 years of service add \$1.11 per hour to the above stated salary schedule.
- 27.06 Secretary-Scale set forth in above table is for 9 or 9 1/2 month schedule. Add \$.05 per hour to such scale for 10 or 10 1/2 month schedule Add \$.10 per hour to such scale for 12 month schedule.
- 27.07 1. Unless and until the Board determines otherwise, one (1) high school secretary, one (1) middle school secretary, and one (1) elementary school secretary shall be employed on a twelve (12) month schedule and, notwithstanding any provision to the contrary herein, shall instead be paid a salary at Level I, and be subject to other salary provisions applicable to that Level I, as set forth in Administrative Guideline 1400 of the New Albany-Plain Local School District, as now in effect or hereafter amended.
2. Should the Board for any reason determine to discontinue the application of the provisions of paragraph 1 hereinabove for any or all secretarial positions listed therein or for the persons paid in accordance with those provisions, the wages for the position(s)/person(s) affected by that discontinuation shall revert to those set forth in this Article.
- 27.08 Promotions - Any employee who is promoted (i.e., placed in a classification having a higher salary range than the one that the employee had been holding) shall be placed on the salary schedule for that promotional position at the first step at which the employee shall receive an hourly rate of pay that is at least 4% above the hourly rate of pay of the position that the employee had been holding.
- 27.09 Head Food Service Employees - No later than August 15, the Superintendent or his/her designee shall notify a food service employee in each building of his/her selection as head food service employee for the ensuing school year. Each person so selected shall be paid an annual stipend of \$750.00 for performance of head food service employee duties, such stipend to be paid in accordance with Article 7 above.
- 27.10 Without bargaining as to the decision or its effects, the Board may create new job classifications (and initially set salaries therefore) and/or change job duties so long as no

such action shall reduce the then-present hourly wage rate from the above scales for any employee. A good faith effort shall be made to provide to the Local President notification of any decisions that have been made to create new job classifications or materially change job duties before those decisions are implemented in order that the President may request a meeting with the Superintendent and/or his/her designee for informational purposes only. The President may be accompanied by the OAPSE Staff Field Representative at any such meeting.

**ARTICLE 28  
NO STRIKE**

For the duration of this contract, neither the Union, its agents, nor the employees represented by the Union shall engage in any strike, slow-down, withholding of services or concerted activities designed to interfere with the normal operations of the school district.

Any violation of this section will be automatic and sufficient grounds for immediate disciplinary action by the Board against the participating employee(s) and shall render all provisions of the agreement null and void.

**ARTICLE 29  
CONTRARY TO LAW PROVISION**

The Board of Education and the Union agree that all items in this agreement which supersede applicable State Law and which may permissible do so under Ohio Revised Code Section 4117.10(A) shall not be affected by this Article. Should any clause of this agreement be held to be in violation of the law by a court of competent jurisdiction, then that clause of the agreement shall be rendered null and void, but the remainder of the agreement shall remain in full force and effect.

**ARTICLE 30  
COMPLETE AGREEMENT**

30.01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

30.02 All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties to this agreement.

**ARTICLE 31  
DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by the Union and acceptance by the Board and shall remain in full force through June 30, 2014.

**ARTICLE 32  
HOLIDAYS**

All eleven (11) and twelve (12) month bargaining unit employees shall be entitled to the following paid holidays:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

All eleven (11) and twelve (12) month bargaining unit employees shall be entitled to one (1) day in addition to the regular holidays over winter vacation.

All eleven (11) and twelve (12) month bargaining unit employees shall be entitled to one (1) day in addition to the regular holidays over Thanksgiving vacation.

All nine (9), ten (10), and ten and one-half (10½) month bargaining unit employees shall be entitled to the following paid holidays:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Labor Day  
Thanksgiving Day  
Christmas Day

An alternate day will be given for holidays that do not fall on a work day.

Employees who work on a holiday shall receive one and one-half (1½) times their hourly wage for such work (in addition to receiving their holiday pay).

**ARTICLE 33  
SEVERANCE**

All classified employees who present evidence of retirement from active service with the Board of Education shall be granted severance pay for their accrued but unused sick leave earned while in the employ of the Board.

The Board authorizes the payment to a retiring classified employee of one-fourth ( $\frac{1}{4}$ ) of his/her unused sick leave to a maximum of sixty (60) times the number of his/her workdays at the time of retirement under the conditions hereinafter specified. For this purpose, a workday for the employee shall consist of the number of hours customarily in that employee's workday at the time of his/her retirement. (For example, a retiring employee who qualifies for payment hereunder and who worked four [4] hours per day and had two hundred forty-eight [248] accumulated and unused sick leave days at the time of leaving the district would be paid for two hundred forty [240] hours - *i.e.*,  $\frac{1}{4}$  of 248 = 62; maximum = 60;  $60 \times 4 = 240$ .)

"Retirement" means retirement under the School Employees Retirement System (S.E.R.S.).

In order to qualify for severance pay, a classified employee shall:

- A. have made application to the Treasurer within (30) days following the effective date of retirement from the District.
- B. have served ten (10) or more years of active service covered by S.E.R.S. with the State, a political subdivision, or a combination thereof.
- C. express his/her intention to retire thirty (30) days before his/her last day of service.

Calculation of severance pay shall be on the basis of fifteen (15) days of yearly accrued sick leave per year of service to the Board.

Severance pay will be made by the Board in the following manner:

- A. Payment shall be based upon the classified employee's base pay and based upon the employee's customary workdays at the time of retirement.
- B. Payment of severance pay shall eliminate all obligations of the employer at the time of retirement from any further payment or restoration of sick leave unused.

#### **ARTICLE 34 AUTHORITY TO SUSPEND**

Suspensions of ten (10) days or less shall not require Board action but may instead be accomplished by the Superintendent or his/her designee.

#### **ARTICLE 35 ALCOHOL AND DRUGS**

The purposes of this Article are (a) to prevent employee use of alcohol or drugs adversely affecting job performance, (b) to preclude employee possession of alcohol while on the employer's premises or in the employer's vehicles, or while engaged in job performance, and (c) to prohibit employee possession of controlled substances (except those medically prescribed).

"Alcohol" means ethyl alcohol (ethanol). References to use or possession of alcohol include use or possession of any beverages, mixture or preparation containing ethyl alcohol.

"Controlled substances" are substances grouped as follows: Marijuana, narcotics (such as heroin and codeine), stimulants (such as cocaine and amphetamines), depressants (such as barbiturates and tranquilizers) and hallucinogens (such as PCP and LSD). Also included are drugs that are required to be distributed only by medical prescription.

"Drug" means controlled substance and any other substance (other than alcohol) that has known mixed or function-altering effects on a human subject.

1. No employee may use or possess while assigned by the employer to perform assigned duties, or have on the employer's premises or in a vehicle of the employer, either alcohol or any controlled substance. (This shall not be construed to prohibit the presence of any unopened container of alcoholic beverage in a private motor vehicle, however.) Violation of this prohibition shall be grounds for discipline, including termination.
2. No employee may report to work or remain on duty while:
  - a) being in any way adversely affected by, or showing any untoward manifestation of the use of, alcohol or any drug;
  - b) or having .02 percent or more alcohol in the blood;
3. Reasonable cause for breath or urine testing exists when a supervisory employee has a reasonable suspicion that an employee is currently affected in any adverse way by, or shows any untoward manifestation of the use of, alcohol or a drug, based upon personal observations that the supervisory employee can articulate concerning the appearance, behavior, speech, or body odors of the employee, or when the employee has caused or been involved in an accident.

Breath Test Safeguards. Testing devices shall be selected from among those listed on the Conforming Products List of Evidential Breath Measurement Devices published in the Federal Register by the National Highway Traffic Safety Administration (NHTSA). Tests shall be conducted by a trained and qualified operator in accordance with accepted standards.

Urine Test Safeguards. The employee shall have the right to a blood test after submitting to a urine test. Not more than two urine samples may be taken from an employee as part of any test. At no time will the employee be required to provide a blood sample. Laboratory standards shall ensure that urine testing shall be undertaken only by an independent laboratory proficient in the testing of urine for alcohol and drugs.

A legible copy of a laboratory report of testing results shall promptly be made available to the tested employee and the Union.

Any employee who refuses to submit to a test in accordance with the terms of this Article, or who tests positive hereunder for alcohol or a drug, shall be sent home and suspended without pay by the Superintendent or his/her designee for thirty (30) working days if that is the employee's first violation. An employee who has been so suspended under this Article and who commits a second violation of this Article either by refusing to submit to a test in accordance with the terms of this Article or by testing positive for alcohol or a drug shall be subject to termination. Notwithstanding the foregoing two-stage disciplinary process, any employee who regularly operates for the Board a motor vehicle, or equipment that can present a danger to the employee or others, shall be subject to termination, rather than a suspension of thirty (30) working days, for a first violation hereunder, including but not limited to any positive test (or refusal to be tested) for alcohol or a drug pursuant to federal or state-mandated testing requirements for C.D.L. holders.

### **ARTICLE 36 ASSAULT LEAVE**

- 36.01 Any employee physically assaulted by any parent, student, or other person while in the course of performing work duties may request the Superintendent to place him/her on a temporary assault leave of absence to recuperate from the injuries sustained in the assault causing the employee to be disabled from working. If the Superintendent determines to grant such leave, it shall be with full pay and shall not be charged against sick leave or personal leave.
- 36.02 Assault leave may be granted if the following provisions are fulfilled:
1. The employee makes written application for leave.
  2. The employee provides a physician's written statement recommending the leave and the nature and approximate duration of the disability.
  3. The employee, if requested by the Superintendent or his/her designee, consents to an examination at Board expense and at a reasonable time and place by a physician selected by the Superintendent or his/her designee and said physician concurs with the employee's physician that the employee is disabled from returning to service.
  4. The employee agrees to cooperate fully in pursuing any legal or police action by the Board on behalf of the employee and/or the Board.
- 36.03 For the duration of the leave the Board shall continue to pay all fringe benefits at no cost to the employee.
- 36.04 In keeping with the above limitations, an assault leave shall be for no longer than thirty (30) calendar days, which can be carried over without additional subtraction during periods when the employee is not scheduled to work, provided there is adequate documentation for such carry over per Section 36.02 above.

36.05 In all instances, the final decision whether to grant assault leave shall be that of the Superintendent, which decision shall not be subject to grievance.

**ARTICLE 37**  
**REQUIRED DISCIPLINARY MEETINGS**

Employees who are required by the Board to attend disciplinary meetings shall be compensated at their hourly rate of pay for all time spent at such meetings, provided that, insofar as attendance at any such meeting causes Article 20 to be applicable, pay for such attendance shall instead be to that extent at the rate set forth in that Article.

**ARTICLE 38**  
**SHIFT ASSIGNMENTS DURING ABSENCES OF OTHER CUSTODIAL EMPLOYEES**

When it is known in advance that a custodial employee will be off work for one (1) week or more, the most senior custodial employee in the building/area shall have the right, absent extenuating circumstances, to work the shift of the absent employee. For example, if it is known that a first shift custodian at the High School will be off work for one (1) week or more, the most senior custodian shall have the option, in the absent of extenuating circumstances, to work the first shift for the duration of the absence, and if that occurs, any substitute would be obtained to fill in on the second shift.

**ARTICLE 39**  
**ATTENDANCE FOR STAFF CHILDREN**

All bargaining unit members who are employed by the Board on June 1, 2008 and live outside of the New Albany-Plain Local School District on the date of Board ratification of this Contract shall have the right to have their child attend the New Albany-Plain Local Schools Pre-K-12 educational program tuition free, provided that the right to attend pre-school shall be subject to the final sentence of this section. Any such child of a bargaining unit member will be allowed to complete her/his education in the District as long as the unit member remains an employee of the District, has legal custody of the child, is the resident custodial parent for the child, and said child is not transferring from a non-district 1-12 educational program. The Board is not obligated to provide transportation to the unit member's child. If pre-school openings are available once all District resident requests have been satisfied, the unit members who live outside of the New Albany-Plain Local School District have the right to apply for the open seat(s) under current guidelines.

Note: "Child" shall mean child and/or children.

**ARTICLE 40**  
**REQUIRED PHYSICAL EXAMINATIONS AND RECORD CHECKS**

- 40.01 Any fees involved for any physicals required for employees will be paid by the Board.
- 40.02 Employees who are required as a condition of continuing their District employment to be fingerprinted and have a background check shall be reimbursed the cost of such fingerprinting and background check by the Board, provided that, notwithstanding anything to the contrary in the foregoing, no such payment by the Board shall be required for any finger printing or record check required by Ohio Revised Code Section 3319.391 (A)(1) and to be requested prior to September 6, 2008.

SIGNATURES

THIS AGREEMENT made and entered into this 16 day of March, 2012, by and between THE NEW ALBANY • PLAIN LOCAL BOARD OF EDUCATION and the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES / AFSCME LOCAL 4 / AFL-CIO, and its LOCAL #303, for and on behalf of the employees in the bargaining unit set forth in Article 1 of this Agreement.

FOR THE BOARD

Laura E. Kohler

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\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION

Ronald J. Vahrt

Michael P. Z...

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Tim Bolk

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## APPENDIX A

### SICK LEAVE BANK GUIDELINES

## NEW ALBANY • PLAIN LOCAL SCHOOL DISTRICT

### GUIDELINES FOR SICK LEAVE BANK

The following guidelines are hereby agreed to by and between the Ohio Association of Public School Employees / AFSCME Local 4 / AFL-CIO and its Local #303, hereinafter referred to as the "Union", and the New Albany • Plain Local School District:

#### Sick Leave Bank (S.L.B.)

(a) Purpose:

To lend additional days of sick leave to participating non-certificated employees for use only in cases of the non-certificated employee's own or the non-certificated employee's spouse's or dependent child's personal illness, injury, or non-elective surgery occurring under unusual, severe, or emergency conditions, as determined mutually by the Union President and the Superintendent.

(b) Provisions of Eligibility:

- (1) All non-certificated bargaining unit employees shall be eligible to be members of the S.L.B.
- (2) Initial membership will consist of up to three (3) days of sick leave, to be designated by the non-certificated employee, to the S.L.B. on the form that is Attachment A between September 15 and October 1 of 2002. Each non-certificated employee will receive a notice of receipt indicating his/her participation in the program.
- (3) New members may join no later than October 1 of each successive year. Membership shall be continuous unless canceled by notifying, in writing, the Treasurer's Office during the period of September 1 through October 1. All unused days in the S.L.B. will roll over into the next year's bank. If membership is canceled, donated days remaining in the S.L.B. will not be returned.

(c) Operational Procedures:

- (1) Applications for loans from the Sick Leave Bank must be made on the Application for Sick Leave Bank form (Attachment B). A Physician's Statement (Attachment C) is required with each application in order to be

considered for a loan. Completed forms are to be submitted to the President of the Union.

- (2) A loan will considered only after the individual has used all of his/her accumulated sick leave days and has used all possible advances of sick leave days.
- (3) The maximum number of days that a member may receive is twenty percent (20%) of the total days in the bank at the end of the enrollment period (October 1 of each year).

(d) Policy Procedures:

- (1) In consideration of the benefits of participating in the S.L.B., each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows:

"I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the President of Local 303 of the Ohio Association of Public School Employees and the Superintendent. All decisions will be final and binding and not subject to grievance or any other formal process. I further agree to abide by such decision and to indemnify and hold harmless the New Albany • Plain Local School District, Local 303 of the Ohio Association of Public School Employees, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

- (2) Application for the S.L.B. days must be made to the President of the Union.
- (3) A decision will be rendered within ten (10) days of receipt of request.
- (4) Unused requested days shall be returned to the S.L.B.
- (5) The S.L.B. will begin with up to three (3) days from each contributing non-certificated employee. When the fund is depleted below fifty (50) days, each member will be assessed one (1) additional day, not to exceed one (1) assessment per school year. The Treasurer's Office, in cooperation with the Executive Board of the Union (Executive Board Secretary), will be responsible for notifying non-certificated employees of each assessment period. The Executive Secretary of the Union will assist the Treasurer with the verification and computation of those hours necessary for establishing the S.L.B. and annual tabulations.

- (6) Extension of additional days may be applied for in the same manner as the original application.
- (7) When a non-certificated employee donates days to the Bank, he/she agrees to abide by the above-stated rules for administration of the Bank.
- (8) All decisions shall be final and binding and are not subject to grievance or any other formal process of appeal.
- (9) Guidelines may be reviewed annually upon request of the President of the Union or the Superintendent.

New Albany • Plain Local Schools  
55 North High Street  
New Albany, Ohio 43054

### Sick Leave Donor Designation Form

I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the President of Local 303 of the Ohio Association of Public School Employees and the Superintendent. All decisions will be final and binding and not subject to grievance or any other formal process. I further agree to abide by such decision and to indemnify and hold harmless the New Albany • Plain Local School District, Local 303 of the Ohio Association of Public School Employees, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.

I wish to designate 1 2 3 (circle one) day(s) of my sick leave balance to be used in a Sick Leave Bank. I understand that these days will be deducted from my sick leave balance immediately.

Date \_\_\_\_\_

Donor Signature \_\_\_\_\_

Donor Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Building \_\_\_\_\_

**Please return this form to the Treasurer's Office no later than September 30.**

New Albany • Plain Local Schools  
55 North High Street  
New Albany, Ohio 43054

### Employee Application for Sick Leave Bank

Date \_\_\_\_\_

Name \_\_\_\_\_ Building \_\_\_\_\_

Home Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Number of sick days used this school year \_\_\_\_\_

Number of sick days used for current illness \_\_\_\_\_

Employee's reason for request (be specific) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimate of additional days needed \_\_\_\_\_

Name of attending physician \_\_\_\_\_

Address of attending physician \_\_\_\_\_

Telephone of attending physician \_\_\_\_\_

**Please submit completed application to the President of Local 303 of the Ohio Association of Public School Employees. Application must include Attachment C, Physician's Statement, to be considered.**

New Albany • Plain Local Schools  
55 North High Street  
New Albany, Ohio 43054

**Physician's Statement**

\_\_\_\_\_ is unable to perform his/her duties in the position of

\_\_\_\_\_ and requires sick leave because: (please be specific with diagnosis and description of complications)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OR**

\_\_\_\_\_ requires non-elective surgery that cannot be postponed until the end of the school year. Nature of procedure:

\_\_\_\_\_  
\_\_\_\_\_

This patient has been under my care for (length of time in months and years): \_\_\_\_\_

Physician's estimate of number of days needed for recovery: \_\_\_\_\_

\_\_\_\_\_  
Physician's Signature

I give my physician permission to release the above-requested medical information and any other information relevant to same.

\_\_\_\_\_  
Employee's Signature

**Employee is to submit this completed statement to the President of Local 303 of the Ohio Association of Public School Employees, along with Attachment B, Application for Sick Leave Bank**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LOCAL 303 OF THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES/  
AFSCME LOCAL 4/AFL-CIO  
AND  
THE NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**

This Memorandum of Understanding is made and entered into this 24 day of October, 2011 by and between the Local 303 of the Ohio Association of Public School Employees/AFSCME Local 4/AFL-CIO ("the Association") and the New Albany-Plain Local School District Board of Education ("the Board").

**WHEREAS**, the Board and the Association are parties to a collective bargaining agreement ("Agreement") in effect from July 1, 2010 through June 30, 2012; and

**WHEREAS**, the Parties desire to extend the Agreement for a term of two (2) years beyond its current expiration date.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and the Association agree to the following terms:

1. The 2011-2012 year of the current Agreement will be rescinded and a new agreement entered into for the time period from July 1, 2011 through June 30, 2014.
2. For the 2011-2012 school year, all bargaining unit members shall be paid at the appropriate step as indicated in Article 28 of the current Agreement.
3. There shall be no increase on the base wages for the 2012-2013 or 2013-2014 school years.
4. For the 2012-2013 and 2013-2014 school years, step increases will be provided as follows:
  - a. For the 2012-2013 school year, bargaining unit members, other than Food Service Workers, Head Food Service Workers, Aides, and Operator/Maintenance Technicians, moving from Step 0 in 2011-2012 to Step 1 in 2012-2013 will receive a 52¢ per hour increase on the wage rate received during the 2011-2012 school year. Other bargaining unit members who are entitled to a step increase effective for the 2012-2013 school year (including Food Service Workers, Head Food Service Workers, Aides, and Operator/Maintenance Technicians moving any step) will receive a 14¢ per hour increase on the wage rate received during the 2011-2012 school year.
  - b. For the 2013-2014 school year, bargaining unit members, other than Food Service Workers, Head Food Service Workers, Aides, and Operator/Maintenance Technicians, moving from Step 0 in 2012-2013 to Step 1

in 2013-2014 will receive a 52¢ per hour increase on the wage rate received during the 2012-2013 school year. Other bargaining unit members who are entitled to a step increase effective for the 2013-2014 school year (including Food Service Workers, Head Food Service Workers, Aides, and Operator/Maintenance Technicians moving any step) will receive a 14¢ per hour increase on the wage rate received during the 2012-2013 school year.

5. When negotiations for the next contract begins in the 2013-2014 school year the Wage Scale will revert to the Scale in place during the 2011-2012 school year (Article 28 of the current Agreement) unless modified by mutual agreement of the parties through the negotiations process.
6. The parties agree to hold insurance growth to 9% or less annually and both parties agree they will work to reduce the rate of growth as much as possible. Through the work of the Joint Insurance Committee, the parties will annually construct benefit packages that meet the needs of employees and meet this target of a maximum of nine percent (9%) growth in the cost. The parties agree that if any changes are needed in the insurance benefits to achieve this goal, those changes must be mutually agreed upon by the parties.
7. Article 6.03 will be modified to read "An authorization by an employee for dues deduction per section 6.01 above may be withdrawn during the ten (10) day periods beginning June 21 and ending June 30, 2012 and beginning June 21 and ending June 30, 2014."
8. All other provisions of the Agreement shall remain unchanged.
9. This constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by both parties.
10. The Association and the Board have reviewed and understand this Agreement and each signatory to this Agreement represents that he or she has the authority to enter into this Agreement and bind his/her Party.

For the Association

Jon Valente 10/14/11  
President

Michael J. Top 10/14/11  
VP

Ben Zalk 10/14/11

For the Board

[Signature] 10/24/11  
President

\_\_\_\_\_  
\_\_\_\_\_