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AN AGREEMENT

between

THE LEETONIA EXEMPTED VILLAGE SCHOOL
DISTRICT BOARD OF EDUCATION

and

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,
AFSCME, AFL-CIO, CHAPTER 224

EFFECTIVE: SEPTEMBER 1, 2011

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PREAMBLE

ARTICLE I

This Agreement is hereby entered into by and between the Board of Education of the Leetonia Exempted Village School District, hereinafter referred to as the "Employer" and the Ohio Association of Public School Employees', AFSCME/AFL-CIO, Chapter 224, hereinafter referred to as the "Union".

PURPOSE AND INTENT

ARTICLE II

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote individual efficiency and service to the citizens of the Leetonia Exempted Village School District; 3) To promote fair and reasonable working conditions; 4) To avoid interrupted or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

RECOGNITION

ARTICLE III

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time and regular part-time employees occupying the positions of secretary, aide, cook, custodian, and bus driver, excluding all casual, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE IV ASSOCIATION SECURITY AND DUES CHECK-OFF

4.01 All present employees within the bargaining unit who are members of the union shall remain members of the union.

All employees who do not become members in good standing of the union shall pay a fair share fee to the union effective sixty (60) days from the employee's date of hire. The fair share fee amount shall be certified to the Board by the Treasurer of the local union and shall not exceed the dues regularly required of union members. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the union of fair share fees shall be made in accordance with the regular dues as provided herein, and employees, who are not members of the union, are required as a condition of employment to pay the fair share fee.

The Treasurer of the Board shall deduct from the employees pay all dues deductions and fair share fees. The Association shall forward to the Treasurer by September 1 of each year the amount to be deducted for that year if changed from the previous year.

Deductions shall be made in eighteen (18) equal installments beginning in October and ending in June.

The Board Treasurer shall forward to the OAPSE State Treasurer the amount of the State dues/fees, along with complete description by name and amount, for each employee. A copy of this description shall be forwarded to the Local Treasurer. The Board Treasurer shall forward directly to the Local Treasurer the amount deducted from the Local dues. This shall be done within ten (10) days following each deduction.

The Association shall defend and indemnify the Board of Education and hold them harmless against any and all claims, demands, suits, or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken by the Leetonia Exempted Village Board of Education for purposes of complying with any of the provisions of this article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Association shall retain control of and appointment of legal counsel for defense and indemnification purposes.

MANAGEMENT RIGHTS

ARTICLE V

- 5.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for cause; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the starting and quitting time and the number of hours to be worked by its employees; 4) make any and all rules and regulations; 5) determine the work assignments of its employees; 6) determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 7) establish, expand, transfer and/or subcontract work.

5.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

NO-STRIKE

ARTICLE VI

6.01 The Union hereby agrees that it will not call or encourage a strike, nor will any employee strike for the duration of this Agreement. For the purposes of this article, a strike means concerted action in failing to report to duty; willful absence from one's position, stoppage of work; slowdown or abstinence in whole or in part from the full faithful, and proper employment for wages, hours, terms and other conditions of employment. Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

6.02 The Employer agrees that it shall not lock out any employees for the duration of this Agreement.

NON-DISCRIMINATION

ARTICLE VII

7.01 The Employer of the Union agrees not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sexual orientation, gender, or handicap.

DISTRIBUTION OF AGREEMENT

ARTICLE VIII

8.01 Within thirty (30) days after the execution of this Agreement, the Board shall print or duplicate and provide without charge a copy of this Agreement to every employee in the bargaining unit. Additional five (5) copies to be available if needed by the President of Chapter during the duration of this contract.

8.02 The distribution of this agreement is the duty of the local President, who will obtain a signature from each employee to verify receipt; this list will be submitted to the Board office. New employees will receive their copy of this agreement from the Union President.

VACANCIES AND JOB POSTINGS

ARTICLE IX

- 9.01 When a job vacancy or newly created positions occurs within the bargaining unit, the Employer will post an announcement of such vacancy in each department for a period of five (5) working days. The announcement shall contain the job title, a brief job description and the rate of pay. The Board has the right to establish additional positions. When the Board establishes an additional position, the salary and benefits shall be negotiated with the union before the position is posted.
- 9.02 An employee wishing to apply for the posted vacancy must submit his/her application in writing to the Superintendent by the end of the posting period in order to be considered for the position.
- 9.03 When a permanent position is posted, it shall be filled within sixty (60) work days from the date of posting.
- 9.04 Employees may apply for any vacancy or newly created position for which they are qualified. When, in the opinion of the Superintendent all other considerations and the applicants' qualifications are equal, an employee in the bargaining unit shall be given first consideration. When, in the opinion of the Superintendent all other considerations and two (2) or more employee applicants' qualifications are equal, that employee having greater system seniority shall be given first consideration. When, in the opinion of the Superintendent the interests of the school district would be best served to employ an individual other than a current employee to fill a vacancy he/she shall not be denied the right to do so. Any employee with more seniority than the individual chosen shall, upon request, be given the reasons he/she was not chosen.
- 9.041 In the case of a bargaining unit member being placed into a new position outside of the current classification, a thirty day interim period shall be in effect whereby the employee may wish to return to the former job. The administration may assess performance in the new position. During this thirty day period the previous position shall be filled on a substitute basis. All terms of this agreement related to job postings and vacancies will be followed.
- 9.05 If the Employer determines that the new employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee, in writing, by the Employer with a copy to the Union.
- 9.06 Bargaining unit members placed into a different classification shall assume a position on the salary/wage scale as determined using all years of district service applicable to compensation schedules.
- 9.07 Drug and Alcohol Testing of commercial Driver's License Holders - It is acknowledged by OASPE that the Board must comply with the Omnibus Transportation Employee Testing Act of 1991 and all Federal, State and Ohio Department of Education requirements, and that such mandatory compliance may affect the terms and conditions of employment for certain bargaining unit members.
- 9.071 The Bargaining Unit Leadership will be consulted in the choice of a testing site.

9.08 Criminal Records Check - It is acknowledged by the OAPSE that the Board may employ individuals prior to receipt of a Criminal Records Investigation Report, as required by the Ohio Revised Code. It is expressly agreed between the Board and OAPSE that the Board may discharge any employee who is employed prior to receipt of the Criminal Records check, if the subsequent Criminal Records check contains a report of any of the offenses outlined in Ohio Revised Code, which prohibit, by law, the Board from employing the individual. If any discharge of an employee must occur, the mandates of R.C. 3319.081 (Termination Statute) shall not be required.

TEMPORARY CLASSIFICATION

ARTICLE X

- 10.01 When a bargaining unit member performs a work assignment other than his or her own position on a temporary basis, the following circumstances shall be in place:
- a) Such opportunities shall be offered to employees on a seniority driven basis. Employees will not be permitted to exceed the 8 hour per day/40 hours per week limit due to substitute assignments. Employees may not be taken from their regularly assigned work time to substitute in another position (only hours outside normal assigned workday may be worked as a substitute.)
 - b) If the temporary assignment is in the same classification as the employee's permanent position, the employee's usual rate of pay shall be in effect.
 - c) If the employee is temporarily assigned to a position with a compensation schedule greater than his/her own, the higher rate of pay shall be in effect. Years of service credit shall also be reflected in the hourly rate.
 - d) If the employee is temporarily assigned to a position with a compensation schedule less than his/her own, the board approved substitute rate of pay shall be in effect.
 - e) In reference to item "d" above, if the known duration of the temporary placement (at the time of the initial assignment) is longer than 4 consecutive workdays, the applicable rate of pay for that particular assignment, given the employee's years of service, according to the negotiated pay scale, shall be in effect. If the duration of the assignment was not known at the onset, the above applicable rate of pay shall be in effect on the fifth day, or when the longer duration becomes known (whichever is sooner).

LAY-OFF AND RECALL

ARTICLE XI

- 11.01 Where, due to financial reasons, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of it's workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.

- 11.02 Employees within the affected job titles shall be laid off according to their relative seniority by job classification with the least senior being laid off first, provided that all temporary, casual, and employees on limited contract within the bargaining unit are laid off first in the above respective order. For the purpose of this Article "job classifications" shall mean the various positions included within the Recognition Article of this Agreement.
- 11.03 In all cases where one employee is exercising his/her seniority to displace (bump) another employee, his/her right to displace (bump) into another job title is subject to the condition that he/she is qualified for the position and able to perform the functions and duties of the position to which he/she is attempting to displace (bump) into.
- 11.04 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee pursuant to the above provisions shall be laid off.
- 11.05 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his/her right to recall for twenty-four (24) months from the date of his/her lay-off.
- 11.06 Notice of recall shall be sent to the employee's address listed on the employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his/her position and forfeits all rights to employment with the Employer.
- 11.07 In event that the Leetonia Exempted Village School District consolidates or merges with another school district, current OAPSE members will automatically transfer to available positions within the new school district, first by classification then to other positions according to qualifications. Transfers will be done on the basis of classification seniority first then by district seniority. After employees have been placed, those who remain on lay-off will have the first opportunity to fill positions as they become available before anyone from outside the district is hired. In this case OASPE members will have recall rights for a period of not less than sixty (60) months.

SENIORITY

ARTICLE XII

- 12.01 Seniority shall be defined as an employees uninterrupted length of continuous service with the Employer, commencing with the last date of hire.

- 12.02 An employees seniority shall be terminated when one or more of the following occur:
- a) he/she resigns;
 - b) he/she is discharged for cause;
 - c) he/she is laid off for a period of time exceeding twelve (12) months;
 - d) he/she retires;
 - e) he/she is unable to return to work upon expiration of any leave applicable to him/her;
 - f) he/she refuses recall or fails to report to work within five (5) days from the date the Employer sends the employee a recall notice, by certified mail, return receipt requested.
- 12.03 Employer approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.
- 12.04 If two or more employees have the same length of continuous service, seniority will be determined in descending order, by:
- a) the minutes from the board meeting at which the employee was hired, and then by;
 - b) the date the employee signed his/her initial employment contract with the Employer, and then by;
 - c) any remaining ties will be broken by lot.

SICK LEAVE

ARTICLE XIII

- 13.01 Sick leave shall be defined as an absence with pay necessitated by the illness, injury, or pregnancy of the employee, exposure to contagious disease which could be communicated to others, and absence due to illness, injury or death of the employee's immediate family.
- 13.02 All employees shall earn sick leave at the rate of fifteen (15) days per year (1.25 days per month) and may accumulate to the following maximums:
- | | |
|-----------|----------|
| 2008-2009 | 280 Days |
|-----------|----------|
- 13.03 An employee who is to be absent on sick leave shall notify his/her supervisor of such absence at least one (1) hour before the start of his/her work day each day he/she is absent, unless the absence is expected to be for more than three (3) days, where the employee will then give the Employer an approximate date of his/her return to work.
- 13.04 Sick leave may be used in segments of not less than one-half (1/2) day. Employees may use flex time instead of sick leave with the approval of their supervisor.
- 13.05 Sick leave absence of five (5) consecutive days due to personal illness will require a physician's slip verifying treatment/office visit verifying such absence.

- 13.06 When an extended medical leave of absence of ten (10) consecutive workdays is utilized by a bargaining unit member; a written statement by his/her physician shall be necessary before return to work. Such statement shall indicate that the individual is physically and mentally capable of performing his/her assigned duties for the position held. Such statement shall be sent to the Superintendent's Office.
- 13.07 Any abuse of sick leave or the patterned use of sick leave may be sufficient cause for disciplinary action.
- 13.08 When the use of sick leave is due to an illness in the "immediate family," the term shall be defined as to include the employee's spouse, children, parents, brother, sister, guardians, step-parents, mother/father-in-law, and grandparents.
For reasons of death, "immediately family" is defined as all of the above plus, grandparents of spouse, grandchildren, brother/sister-in-law, niece/nephew, and aunt/uncle.
- 13.081 When sick leave is used for reasons of death as specified in above (13.08), up to 10 days may be used in the case of death of a spouse or child, parents and parents of spouse. Up to 5 days may be used in the cases of death of other specified individuals.
- 13.09 Sick leave may not be used for the purpose of child-care for a child/children who are not actual members of the employee's household. Sick leave may not be used to enable the child's custodial parent to transfer the responsibility for child-care to avoid his/her absence from work. If accident or illness requires both the custodial parent and child to seek medical care, the school employee may utilize sick leave to provide such assistance.
- 13.10 Each bargaining unit member shall be advanced five (5) days sick leave at the start of each school year. If a deficit sick leave balance exists at the time an employee leaves the Board's employment, those days shall be deducted from the employee's final paycheck.
- 13.11 Sick Leave Advance
The District will advance to any bargaining unit member who has been employed in the district a minimum of one (1) full year, a maximum of fifteen (15) days of sick leave when the employee's accumulated sick leave has been completely depleted. The advanced days shall be repaid at a rate of five (5) days per year, at the rate of one-half (1/2) day per month until repaid. The remaining earned sick days shall accumulate, and may be used as per the terms of the master agreement by the employee.
Should voluntary separation of employment occur while the employee still owes previously advanced sick leave to the district, the employee shall reimburse the district.
If the employee misses no actual sick days, the repaid days shall not effect recognition pay.
The employees must use their vacation or personal days prior to borrowing sick days.

SEVERANCE RETIREMENT PAY

ARTICLE XIV

- 14.01 At the time of retirement from the school district under SERS, severance pay shall be granted and calculated at one-fourth (1/4) of the first 160 days his/her accumulated sick leave, plus one-eighth (1/8) of his/her accumulated sick leave in excess of the 160 days up to the limit of the established maximum accumulation for each year of this contract.
The number of days calculated shall be multiplied times the employee's daily rate of pay at the time of his/her retirement.
- 14.02 Severance pay shall be paid to personnel within thirty (30) days of receipt of notification from SERS that the employee has officially retired.
- 14.03 Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at that time. Such payment shall be made only once to any employee.
- 14.04 Payment shall be based upon the employee's daily rate of pay at the time of retirement.
- 14.05 In the event of the employee's death before retirement, payment of severance will be paid to his/her estate. Such payment shall be calculated as per the formula applied to unused sick leave days at time of employee's death. (Calculated in the manner as severance pay based upon retirement.)
- 14.06 The Board and OAPSE expressly agree that the severance pay language of Article XIV, as contained above, constitutes the total compensation due an employee upon retirement.

PERSONAL LEAVE

ARTICLE XV

- 15.01 **Each member of the bargaining unit shall be eligible for four (4) personal leave days per school year with pay.** Except in cases of emergency, notification for personal leave shall be submitted three days in advance of the anticipated absence. Any personal day request shall be considered approved unless returned with reasons for refusal to the bargaining unit member within three (3) days of being submitted to the central office.
- 15.02 The Administration reserves the right to restrict the use of Personal Leave to no more than ten (10%) percent of the District's staff in any given classification on the same day, and to limit the Personal Leave when the combination of Personal and Professional Leave would result in more than fifteen (15%) percent of the District's staff in any given classification being absent on the same day.

- 15.03 In the above circumstance, Personal Leave requests will be considered for approval in the order received. Should requests be received on the same day which, if approved, would exceed the limit for that day, the request of the employee(s) who have had the lesser number of personal leave days already approved for that school year will be considered for approval first. Should that number of days be equal, seniority will be used to determine consideration, with the most senior member of the bargaining unit receiving first consideration.
- 15.04 Personal Leave is not accumulative from year to year, but any unused personal leave days from the previous year shall be converted to accumulated sick leave days on the first day of the new year.
- 15.05 Personal Leave Form same as LEA Contract Form as the LEA agreement on July 27, 2005.

ASSAULT LEAVE

ARTICLE XVI

- 16.01 Any employee of the Board of Education assaulted while in the course of his/her employment on school premises or while in attendance at an official school function and disabled from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave (Leave granted under this policy shall not be charged against sick leave).
- 16.02 To be eligible for assault leave, the employee shall
- a) Apply for Workmen's Compensation benefits; and
 - b) Make a written statement concerning the assault on forms provided by the Board; and
 - c) Agree to file criminal and/or civil prosecution against person or persons involved.

If Workmen's Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received and the employee's regular salary.

PROFESSIONAL LEAVE

ARTICLE XVII

- 17.01 Classified personnel may attend, without loss of pay and with reasonable expenses paid, meetings concerned with their school jobs, when recommended by the Superintendent and approved by the Board. Approval for such meetings must be within the limitations of the appropriations made for this purpose.
- 17.02 A professional leave form is required if the employee is to be absent for one-third (1/3) or more of a working day. Classified personnel may be required to submit a report to the Superintendent highlighting the meeting.

CERTIFIED/CLASSIFIED PERSONAL DAY

Date: _____

I _____ request a Personal Day on
_____, 20__.

Social Security Number

Employee's Signature

Principal's Signature

Date

Superintendent's Signature

Date

Three days advance notice is required, except in the case of an emergency.

Each certified/classified staff member shall be eligible for three (3) Personal Leave Days per school year.

Refer to LEA Contract Section 7.051; OAPSE Contract Section 15.01.

- 17.03 Court Duty Professional Leave: All bargaining unit members who are summoned for jury duty shall be granted necessary leave. The employee compensation for said leave shall be the difference between the employee's regular compensation and the compensation received as a juror. All bargaining unit members participating as witnesses in a State Employee Relations Board (SERB) hearing shall be granted all necessary leave and shall not be docked any pay in accordance with SERB procedures.
- 17.04 Arbitration/Mediation: A professional leave form is required for attendance at bargaining unit initiated grievance arbitrations or similar mediations, or time required in preparation for such.

FAMILY MEDICAL LEAVE

ARTICLE XVIII

- 18.01 Family and Medical Leave Act of 1993 (FMLA) - Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this Agreement, the 12 weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits.

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LEAVE

ARTICLE XIX

- 19.01 The Board agrees to permit employees designated as OAPSE delegates to use paid vacation or personal leave or unpaid leave to attend the annual OAPSE Conference, not to exceed three (3) days for two (2) delegates, per year.
- 19.02 OAPSE shall notify the Superintendent not less than ten (10) days in advance of such conference. The Board shall incur no financial obligations as a result of this Article.

UNPAID LEAVE

ARTICLE XX

- 20.01 Unpaid leave may be granted to an employee provided it is requested and approved in advance by the Board of Education. The employee must reimburse the Board for hospitalization coverage on a pro-rated basis at 30% of the daily cost while on unpaid leave. Taking such leave without the prior approval of the Board shall constitute cause for termination of the employee's contract.

Reimbursement for "leave of up to 5 days" shall be deducted from the next pay. Reimbursement for "leave of over 5 days" may be deducted from up to the next 3 pays at the option of the employee.

LEETONIA LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

PROFESSIONAL LEAVE REQUEST

(TO BE SUBMITTED AT LEAST ONE (1) WEEK PRIOR TO DATE(S) REQUESTED)

NAME _____ Date _____

Grade/Position _____

Name of Professional Activity _____

Date(s) Requested _____

Location of Professional Activity _____

Conference/Seminar _____ Visitation _____ Other _____
(Please identify)

Please describe how your current position will be enhanced by this form of Professional Leave (If Field Trip-How will this be integrated into the context of course objectives?)

***PROFESSIONAL COLLABORATION**

How will you share this information with your colleagues? _____

(Teachers will be requested to provide one [1] hour of staff development for each day of approved Professional Leave.) (Field trip supervision is excluded.)

Building Level Presentation _____ District In-Service _____
Countywide In-Service _____ After School Workshop _____

*** (THIS REQUEST WILL NOT BE APPROVED UNLESS COMPLETED REQUISITIONS FOR REGISTRATION AND EXPENSES, IF APPLICABLE, ARE ATTACHED.)

(OVER)

***EXPENSES**

Requesting Reimbursement for Expenses? _____ Yes _____ No
(Reimbursement information must be submitted within two (2) weeks after returning from Professional Leave.)

Estimated Expenses of the Professional Leave:

Maximum Amount Requested \$ _____

Shared Expenses? _____ Yes _____ No

With Whom? _____

		<u>Party Responsible for Payment</u>
Conference Registration	\$ _____	_____

Lodging	\$ _____	_____
---------	----------	-------

Meals	\$ _____	_____
-------	----------	-------

Mileage (Present IRS Rate)	\$ _____	_____
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(When more than one [1] employee is participating in the same program, carpooling is required.)

Reimbursement of expenses by the Board of Education will be paid only when approval is granted in advance.

Upon returning from Professional Leave, submit a summary of activities and knowledge gained. Life-long learning involves a commitment from all of us.

Due: One (1) week from return from the program.

Date of Signature

Signature of Employee

Date of Signature

Signature of Principal/Supervisor

Date of Signature

Signature of Superintendent

_____ Approved

_____ Denied*

*Reason for Denial, if applicable, from Principal _____

*Reason for Denial, if applicable, from Superintendent _____

REPRIMANDS

ARTICLE XXI

- 21.01 It shall be the goal of the administration to issue reprimands only as a last resort. If, however, a reprimand is necessary, the basic concepts of just cause, privacy, and due process shall be maintained at each level of the reprimand. Reprimands must be handled in a professional manner. A reprimand should be given to an employee within 10 working days of the event on which the discipline is based.
- 21.02 Reprimands, when appropriate, shall be progressive in nature. If an employee is charged with a violation which would be initiated at a higher level, due process and just cause shall be afforded the employee. Only violations deemed of a serious nature by the superintendent shall be initiated at a higher level.
- 21.03 Progressive steps of a reprimand shall be:
1. oral
 2. written
 3. suspension without pay
 4. termination
- Reprimands at level two and above shall be in writing and submitted to the employee. The employee in a meeting of reprimand at any level will be entitled to have a representative of the Union present.
- 21.04 Only the Superintendent has the right to suspend an employee's contract. The suspension shall be for no more than three (3) working days. In the event of a suspension, the employee shall have the right to appeal to the Board through the grievance procedure. If the Board rejects the suspension, back pay will be made. Suspensions will not interrupt the continuous service of the employee.
- 21.05 Reprimands over five years old will be expunged from the employee's file upon written request by the employee provided no relevant reprimands have been added to the file.
- 21.06 Re-assignment is not, by definition, a form of discipline.
- 21.07 All disciplinary action may be appealed by normal grievance procedures.

LABOR MANAGEMENT MEETING

ARTICLE XXII

- 22.01 The Superintendent or his/her designee will meet with the president of the Association once a month if requested, in writing, to discuss matters of concern to the Association on a district-wide basis.
- 22.02 Members of the classified staff, one (1) from each classification will be in attendance at all Labor/Management meetings held between the Administration and the certified staff.

SMOKE-FREE BUILDINGS

ARTICLE XXIII

- 23.01 All facilities owned by the Leetonia Exempted Village Board of Education will be designated SMOKE-FREE BUILDINGS. As a result, the use of any kinds of tobacco, including but not limited to cigars, pipes, cigarettes, chewing tobacco, snuff, etc., will not be permitted inside any facility owned by the District.

BUS DRIVER/FIELD TRIPS

ARTICLE XXIV

- 24.01 Sports/Field Trips - Sports/Field trips will be divided into Fall, Winter, and Spring seasons. All trips will be bid by the desiring bargaining unit drivers at a mandatory group meeting prior to each season, on the basis of seniority rotation starting with the most senior driver on seniority rotation list having the first opportunity to pick his/her trip (one at a time) then rotating through the seniority list until all trips have been bid. Bidding of trips will begin at the top of the seniority rotation list for each season. All trip bids will be assigned and copies given to the assigned drivers. All trips not available during the group meetings will be considered extra trips.

Extra Trip - Extra trips are defined as trips that are not bid during the seasonal group meetings. All the desiring bargaining unit drivers interested in extra trips will place their names on the extra trip rotation list. The desiring bargaining unit drivers will bid extra trips on the basis of seniority, with the most senior driving on the list having the first opportunity to take a trip until all extra trips have been bid. A driver who accepts or declines a trip will not bid another trip until all other drivers on that list have accepted or declined a trip.

Bus drivers may not give up his/her regular route in order to take a sports trip. A driver may give up his/her regular route to drive for a class field trip. The Administration will make every effort to schedule trips to accommodate the regular drivers schedule. If a trip cannot be scheduled or delayed for a regular driver then a substitute will be called to take the trip. A driver may not withdrawn from scheduled trip without a forty-eight (48) hour notice to the Transportation Supervisor except in cases of an emergency.

- 24.02 The Board agrees to reimburse employees for the license renewal for the CDL of the lesser of \$29.00 or the difference between a regular drivers License fee and the CDL fee.
- 24.03 Time is included in daily route for Pre-Trip inspection, cool-down, cleaning and fueling.

- 24.04 Bus Driver compensation hours shall be determined for the school year as routes are timed by drivers and administration within the first two weeks of October. Time shall be included for pre-trip (15 minutes per day), cool-down (10 minutes per day), fueling and cleaning (30 minutes per day), as well as actual driving time for regular school day runs. From the beginning of the school year, until this timing occurs, the compensation shall be the same as the route's rate for the previous year. Following the annual timing, appropriate accurate compensation adjustments (increase or decrease) shall be implemented retroactively to the beginning of the school year. When significant changes in the route, after the October timing, creates a change in timing of 15 minutes or more, per day (changes in student numbers, pick-up points, roads traveled, etc.) the administration and driver shall jointly agree upon an adjustment in pay. Irregular occurrences, or adjustments of less than 15 minutes shall not affect the established compensation.
- 24.05 Those bus drivers who are permitted to take their busses home each night and who are required by the Superintendent to plug in engine block heaters when the temperature is low shall be compensated at the rate of \$110 per contract year. Payment to be made with monthly Board approved bills in November.
- 24.06 When bus drivers are required by the Superintendent to take their busses for maintenance or repair work to a site, they shall be compensated at the field trip rate for driving time when driving and for the field trip rate for down time when waiting at the site.
- 24.061 A trip ticket will be issued to the driver to keep track of his/her time. Such compensation shall not be applicable when taking a bus to a local site (such as C&C) for routine maintenance. Payments will be made in the first pay of each month for services rendered in the previous month.
- 24.062 In the event that a bus must be taken and left for a period of time, arrangements will be made through the superintendent's office to return the bus driver, and any driver involved shall be compensated as above.
- 24.07 Bus drivers are required to thoroughly clean their bus, inside and out, so as to pass inspection by the Highway Patrol before the start of school. Drivers will be reimbursed \$120 per year, payable in the second payroll check of September. Keeping the bus clean the rest of the year is assumed to be included in their daily rate.
- 24.071 Reimbursement for cleaning supplies will be paid upon receipts up to \$20. Drivers to prepare list of approved supplies.
- 24.08 Bus drivers shall reimburse the Board monthly for personal calls on bus phones (incoming or outgoing). Payroll deduction will automatically be made if outstanding balance is longer than one (1) month.
- 24.09 Bidding of Bus Routes: When a driver's regular route decreases in driving time so as to assert them ineligible for the District health insurance plan, the effected driver(s) may follow this process:
The effected driver may request to be placed onto the route of the least senior driver that is eligible for health insurance benefits, provided he/she is of lower seniority than the effected driver. The displaced driver shall assume the route of the effected driver.

- 24.10 When a driver is sent out on a special trip, not consecutive to one's regular driving time schedule, the driver will be guaranteed .5 hour at the regular rate.
- 24.101 A mid-day run to the Columbiana County Career and Technical Center shall be paid at a rate equivalent to 2 hours of the driver's rate. **This run is an extra trip and as such is offered by weekly rotation to interested drivers.**
- 24.11 Regularly hourly rate shall be paid to the driver when driving to and from the site of random drug testing (for normal DOT required testing), and down-time shall be paid to all drivers when on the site for random drug testing.
- 24.12 Down time shall be paid to drivers when attending required in-service training.
- 24.13 Regularly hourly rate shall be paid to the driver when driving to and from the site for State bus inspection; down-time shall be paid while the driver is on the site for inspection purposes.
- 24.14 Regular hourly rate shall be paid to drivers for driving time when on field trips. Down time shall be paid for non-driving time when such trips are in progress.
- 24.15 All costs of CDL recertification training will be paid by the Board, including driving time and down time to the testing site.
- 24.16 Regular hourly rate shall be paid to drivers for driving time when on field trips. Driving time means from point of pick-up to activity and back to place of drop-off. Driving time will be added, by the Office for 10 minutes for driving to storage and 10 minutes from storage.
- Down time rate shall be paid for non-driving time when such trips are in progress. Down time will be added, by the Office, for 15 minutes pre-trip, if needed (if a pre-trip has not been performed on that bus that day), and 5 minutes cool down.
- 24.17 All costs of CLD recertification training, excluding fingerprinting, will be paid by the Board, including driving time and down time to the testing site.
- 24.18 Regular bus drivers will be notified of any last-minute field trips before a substitute is contacted.
- 24.19 Drivers will be notified no less than forty-eight (48) hours in advance of all student field trips. If during the forty-eight (48) hour period prior to a scheduled trip, there is a change in the number of busses requested that results in a driver losing work, then he/she shall receive two (2) hours driving time as compensation. This provision does not apply to circumstances beyond the control of the district, (i.e.: weather, cancellations by other districts or entities, act of God, etc..).

JOB DESCRIPTION

ARTICLE XXV

- 25.01 The Association President shall be furnished with a copy of the job description of each classification or any changes thereto covered under the terms of this Agreement.
- 25.02 The job descriptions for each classification shall be reviewed at the request of either party as needed.

OVERTIME

ARTICLE XXVI

- 26.01 Members of the bargaining unit shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of eight (8) hours per day or forty (40) hours per week excluding alarm drops. Holidays count as time worked for this purpose.
 - 26.011 Custodial charges for any Sunday shall be double time excluding Alarm drops. (Holidays count as time worked for this purpose.)
 - 26.012 Absolutely no outside function at any Leetonia Schools without a custodian on duty.
 - 26.013 A cook will be present any time the kitchen facilities are being used for cooking purposes.
 - 26.014 Overtime and extra time for cooks will be offered by a seniority basis. However, with each opportunity, the person who is offered first shall be determined by rotation through the list.
 - 26.015 When an event held early in the day, in the cafeteria, requires an additional cook to be called into work, that employee shall remain on duty until the start of their contracted hours.
 - 26.016 Time sheets for recording the individuals overtime or extra time shall be posted in a prominent place to insure accuracy and accessibility.

WORK WEEK

ARTICLE XXVII

- 27.01 The work week shall consist of five (5) consecutive days, Monday through Friday. This article shall not restrict extension of the regular work day or week on an overtime basis when such is necessary to carry on the business of the school district.

- 27.02 To the extent possible and practicable, regular full time bargaining unit members, who have not yet begun their regular daily working hours, within the same job classification, and regularly assigned to work less than eight (8) hours per day, shall be afforded the opportunity to work up to eight (8) hours on a seniority rotation basis before a substitute employee is assigned to the work.
- 27.03 Administrators, Supervisors, and certified staff shall not perform the work of bargaining unit employees on a consistent and continuous manner and to the extent that such work would eliminate a bargaining unit member's job.

PAY DAY

ARTICLE XXVIII

28.01 Each employee's salary shall be paid on an annual basis in twenty-six (26) equal installments, every other Friday unless the employee elects to be paid on a twenty (20) pay cycle (approximately September through May). The election for a twenty-pay cycle must be made in writing to the Treasurer's office in May prior to the beginning of the next contract pay cycle. Once made, the number of pays per annual pay cycle is irrevocable until the following May. No regular payroll functions will be made for twenty cycle employees during the remaining six pay periods and all payroll deductions for savings, insurance premiums, annuities, etc. must be allocated to the twenty pays.

If a holiday falls on a Friday, the employee shall be paid the proceeding Thursday.

28.011 All employees shall participate in the direct deposit payroll plan as established.

WAGES

ARTICLE XXIX

29.01 Effective September 1, 2011, all employees will be paid in accordance with Appendix C of the 09/01/08-08/31/09 negotiated agreement. (No increase in base for length of contract.)

A one-time lump sum bonus will be given to all classified employees as follows:

\$175.00	0-12 years of service
\$225.00	13 years and up

This payment will be made in November of 2011.

After the 2011-2012 school year, the current contract may be re-opened to discuss salaries only and/or if at any time the school district reaches fiscal emergency.

29.02 Library Aides shall be employed 20.5 hours per week.

29.03 Recognition Pay

29.031 Each employee who has two (2) or fewer days of absence chargeable to sick leave and/or personal leave during any year shall receive a recognition payment from the Board according to the following schedule:

a) An employee who has used no (0) days of sick leave or personal leave during the year shall receive a one-time recognition payment of \$250.

An employee whose contracted days exceed 205/year shall receive \$300.

b) An employee who has used not more than one (1) day of sick leave and/or personal leave during the year shall receive a one-time recognition payment of \$100.

An employee whose contracted days exceed 205/year shall receive \$120.

c) An employee who has not used more than two (2) days of sick leave and/or personal leave during the year shall receive a one-time recognition payment of \$50.

An employee whose contracted days exceed 205/year shall receive \$60.

29.032 Recognition checks will be payable on a separate check.

VACATION

ARTICLE XXX

30.01 All full-time, twelve month employees, shall be entitled to vacation leave with full pay excluding legal holidays as the schedule indicates as follows:

A. After one (1) year of service and up to and including four (4) years of service, the employee shall be entitled to two (2) weeks vacation (10 days);

B. After five (5) years of service and up to and including thirteen (13) years of service, the employee is entitled to three (3) weeks vacation (15 days);

C. After fourteen (14) years of service, the employee is entitled to four (4) weeks vacation (20 days).

30.02 A part time custodian, if so employed, shall receive paid vacation days in hours equal to their daily work schedule. A six (6) hour custodian will receive paid vacation of 6 hours per vacation day; a four (4) hour custodian would receive 4 hours pay per vacation day.

Custodians who work less than four hours per day shall not earn vacation days.

30.03 Employees shall not accumulate vacation leave from one year to the next.

30.04 For the purpose of this section, a full-time employee is a person who is in service for not less than eleven (11) months of each calendar year. Permission must be granted from the Superintendent's Office for scheduled vacation time.

HOLIDAYS

ARTICLE XXXI

31.01 Cooks, Secretaries, Aides, and Bus Drivers will be compensated for six (6) holidays as follows:

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

Custodians will be compensated for eleven (11) holidays as follows:

Labor Day	Martin Luther King Day
Thanksgiving Day	President's Day
Friday after Thanksgiving	Good Friday
Christmas Day	Memorial Day
New Year's Day	Independence Day
One Additional Day during Christmas Recess (to be approved by Supt.)	

31.02 Except as otherwise provided in this Article, an employee must be in paid working status or properly excused on the employee's scheduled working day immediately preceding and following the holiday for which the employee is paid. An employee required to work on a holiday shall be paid time and one-half (1 1/2) their regular rate of pay for all hours worked in addition to the holiday pay. Holiday work must be authorized in advance by the employee's immediate supervisor.

CALAMITY DAYS

ARTICLE XXXII

32.01 Bargaining unit members will receive their regular pay for any day that school is closed due to a public calamity. This pay is to be referred to as calamity day pay. When the Superintendent declares a calamity day, employees may be required to report to work to maintain the reasonable operation of the schools. Employees who are required to work on a calamity day shall be paid at their regular hourly rate of pay for all hours worked plus calamity day pay. However, any twelve-month employee may be required to work on a calamity day and shall be paid their regular pay plus calamity day pay for the hours worked. Should the District exceed five (5) calamity days in any contract year, make-up days will not result in additional pay for any employees.

Depending upon how the District chooses to make-up the exceeded days, employees will have options to choose from based on job classification. Choices may include 1) working prior to the start or after the finish of their contracted hours, without additional compensation; 2) giving back a vacation day; 3) giving back a personal day without effecting recognition pay; 4) use extra/over/extended time; 5) working on a Saturday; 6) working on a school day added to the school calendar; 7) Custodians may report on a calamity day, once the district has exceeded the 5 days allowed and work at regular rate of pay.

- 32.011 Employees who are required to work shall make a reasonable effort to report and shall immediately notify their supervisor if they are unable to do so.
- 32.012 When the Superintendent declares a calamity day, the employees needing to prepare the buildings and grounds for resumption of classes are required to report to their work station to maintain the reasonable operation of schools.
- 32.013 If a Level III State of Emergency is declared in Columbiana County that only emergency vehicles are permitted on the highways until such ban is lifted, the status of such is to be determined as of the time when the work shift begins.

REPORT PAY

ARTICLE XXXIII

- 33.01 The Board agrees that it will make a reasonable attempt to notify scheduled employees not to report in the event the Supervisor becomes aware that work is not available.
- 33.02 Should an employee report as scheduled, if not notified by the Supervisor, and work is not available, such employee shall be paid two (2) hours report pay at his/her regular hourly rate.

LONGEVITY

ARTICLE XXXIV

- 34.01 All employees shall be awarded longevity payments in accordance with the following schedule:

<u>Length of Service</u>	
0 - 12 years	\$ 0
13 - 16 years	\$ 537.00
17 - 20 years	\$ 724.00
21 - 24 years	\$ 910.00
25 years and beyond	\$1,124.00

Longevity payments will be made in the last pay of May. The school year ending in May shall count towards the total years for the awarding of longevity. In the event an employee submits for retirement during the school year, that employee shall receive a pro-rated longevity based on the months he/she had worked that school year. This will be an additional compensation for retirement.

SERS TAX DEDUCTION

ARTICLE XXXV

- 35.01 The Employer shall implement a plan to deduct SERS contributions from the employees' pay prior to calculating federal income tax.

35.02 The Employer shall implement a plan as authorized by the IRS, whereby employees may have their health insurance premium contributions exempted from federal income taxes, on or before August 1, 2006.

INSURANCE PROVISIONS

ARTICLE XXXVI

36.01 The employer shall continue the Health Care Plan as follows:

All Employees will be served within a PPO (preferred provider organization). Rates of benefits are based upon use of this PPO. Expenses will be paid at a rate of 80% of UCR. Charges incurred outside of the network will be paid at a rate of 70% of UCR should employees choose "out of network" providers.

A. Covered Hospitalization/Major Medical expenses shall be subject to a deductible of \$100 per plan member/\$250 per family. Thereafter, covered expenses shall be paid at 80% of U&C of the next \$5000 per plan member 10,000 per family and then 100% for the remainder of the calendar year, including exceptions.

A-1. For those employees hired prior to October 1, 1993 the difference in the maximum out of pocket expenses incurred by employees under this section will be reimbursed by the Board with proper documentation (i.e. explanation of benefits.)

B. Exception: Mental/Nervous, Alcoholism/Drug Abuse to be paid as follows:

Mental Nervous Disorder -Inpatient 80% Network/70% Non-Network
Outpatient 80% Network/70% Non-Network
Alcohol & Substance Abuse -Inpatient 50% Network/50% Non-Network
(Calendar Year Maximum: \$10,000.00)
-Outpatient 80% Network/70% Non-Network
(Calendar Year Maximum: \$1,500.00)

36.02 The employer shall continue optical enhanced coverage as follows:

Eye Exam - annually
Contact Lenses - annually
Lenses: medical prescription change - annually
Frames - once per 24 months

36.03 The employer shall have the right to change insurance carriers or third party administrators or the existing policy providing the new coverage is comparable or better than the existing coverage. The OAPSE President shall be notified in writing prior to the effective date of the change in carriers, TPA's or amendments to the policy. At the time of said notification, the Board shall provide the OAPSE with a complete copy of the specifications or the certificate of insurance for the new plan.

36.04 The Ohio Association of Public School Employees, AFSCME, AFL-CIO, Chapter 224 shall form a committee to bring any problems or discrepancies about the existing policy, new policy, or amendments to the policy to the attention of the Administration in writing within 180 days of the receipt of the existing policy book, new policy book or amendment by each employee. The Board has no obligation to change the existing policy or

new policy or pay for claims that are not covered in the existing policy or amendment or new policy for any question of coverage not brought to the attention of the administration within that 180 days. Covered expenses are defined by the policy in effect. All past practices and precedents shall cease to exist or have any meaning or obligation on the part of the Board.

- 36.05 To be eligible for health insurance coverage, employees must work a minimum of 27.5 (twenty seven and one half) hours per week, except for bus drivers who must have both a two (2) hour minimum of compensation in the morning and afternoon.

Participating Employee Premium Contributions

\$45 per month single \$ 90 per month family

Covered employees may, if they wish decline coverage and pay no premium or, if hired before October 1, 1993 change to the coverage provided for employees with a more recent hire date, and pay the corresponding premium coverage. Such change may be done only once.

Any OAPSE member otherwise eligible for health insurance, who earns less than \$24,000 per year may elect to pay one-half (1/2) of the premium contribution and be placed on 70/30 coverage with a \$400 deductible per year. Or, they may pay standard contributions for coverage to which their hire date entitles them.

- 36.06 The employer shall purchase for each classified employee a Life Insurance Policy in the face amount of: \$33,000. At retirement employees will be offered the opportunity to remain on this policy at no cost to the Board of Education.

- 36.07 Prescription Coverage for all employees eligible and participating in health insurance plan:

Mail Order (maximum 90 day supply) or Retail Store purchase (any quantity)

Generic Drug - \$10 paid by employee
Formulary - 80% paid by the insurance plan
Name Brand - 70% paid by the insurance plan

Note: If Generic is not available, or, if name brand is determined by doctor to be absolutely medically necessary, 80% will be paid by the insurance plan.

*Prescription co-pay continues to apply to the maximum out-of-pocket as in previous years.

- 36.08 Dependent Children will be covered until the date of their 23rd birthday. The parties agree to abide by the policies of the Portage County Consortium.
- 36.09 Total Lifetime Maximum possible amount to be paid by the plan for a participating employee (including family) shall be \$2,000,000.
- 36.10 One routine pap smear test/doctor office visit per year is covered by the plan.

PERSONNEL FILES

ARTICLE XXXVII

- 37.01 An employee shall have the right to inspect his/her own personnel file upon reasonable written notice to the Administration. The Board will provide the employee with a copy of any documents in his/her personnel file. An employee inspecting his/her file may be accompanied by another individual of his/her choice, which may include an Association representative.
- 37.02 No anonymous documents shall be placed in the employee's personnel file.
- 37.02 If any employee disputes the accuracy, timeliness, relevance or completeness of documents in his/her file, the employee may submit a statement that will be attached to the disputed documents.
- 37.03 When the Board places a document that is derogatory to the employee in his/her file, they shall notify said employee. The employee shall acknowledge that he or she has read the material by signing it and returning it to his/her supervisor. The employee's signature shall not constitute his/her agreement with the content of the document. The employee shall be given a copy of the signed document.
- 37.04 Agreed-upon evaluations will be used to improve and reinforce an employee's skills pertaining to their position only. If evaluations are done outside an employee's working hours they will be paid for time spent in the evaluation. Evaluations will be given one (1) time a year for 9-month employees and two (2) times a year for 12-month employees.

GENDER AND PLURAL

ARTICLE XXXVIII

- 38.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

UNIFORMS

ARTICLE XXXIX

- 39.01 The Board will supply uniforms for the Custodial and Cafeteria Staff for **5 changes per week**. Replacements shall be made bi-annually at no cost to the employee.
- Non-slip shoes shall be provided annually, with a maximum value of \$40.00 for each employee.

39.011 The uniforms are to be worn while on duty and will all be the same.

HEADINGS

ARTICLE XXXX

40.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor affect any interpretation of any article or session.

CONFORMITY TO LAW

ARTICLE XLI

41.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

41.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

41.03 In the event of a determination of legislation pursuant to paragraphs 1 and 2 above, the Employer and the Union shall meet within thirty (30) calendar days to negotiate a lawful substitution for such affected provision(s).

OBLIGATION TO NEGOTIATE

ARTICLE XLII

42.01 The Board shall have no obligation to bargain collectively with respect to exercise of any rights reserved to and retained by it pursuant to either ORC 4417.08 (C) or Article V (Management Rights) of this Agreement.

TOTAL AGREEMENT

ARTICLE XLIII

43.01 The parties acknowledge that during the negotiations which resulted in this negotiated Agreement, each had the opportunity to make proposals and that the understanding and agreements arrived at by the parties after the exercise of that opportunity are set forth in this negotiated Agreement. Therefore, for the life of this Agreement, the Board and the Association each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement, unless otherwise mutually agreed.

DURATION

ARTICLE XLIV

44.01 This Agreement shall become effective at 12:01 AM September 1, 2011 and shall continue in full force and effect, along with amendments made and annexed hereto, until midnight, August 31, 2014.

GRIEVANCE PROCEDURE

ARTICLE XLV

45.01 The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

45.02 Definitions - "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation or misapplication of the language in this contract.

45.021 "Class action grievance" shall be a grievance that affects more than one employee in the bargaining unit.

45.022 "Grievant" shall mean the Union or employee(s) initiating a grievance.

45.023 "Appropriate Supervisor", for the purpose of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

45.024 "Days" shall mean days when school is in session or calendar days (excluding Saturday, Sunday and Holidays) during time when school is in summer recess. When the immediate supervisor is absent during the summer break, the timelines shall be automatically extended to the date of return.

45.03 Rights of the Grievant and the Association

45.031 The grievant has the right to Union representation at all meetings and hearings involving the grievance.

- 45.032 The Union has the right to file grievance and to be present for the adjustment of any and all grievances.
- 45.033 Grievance forms shall be exhibited in the appendix of this Contract and it shall be the exclusive right of the Union to issue forms to grievants.
- 45.034 The Union shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- 45.035 The Union shall receive copies of all communications in the processing of grievances from each party, the grievant and the Board.

45.04 Time Limits

- 45.041 The number of days indicated at each step on the procedure shall be maximum and may be extended only by written mutual agreement of the parties.
- 45.042 A grievance shall be filed within ten (10) days of the grievant's awareness of the act on which the grievance is based.
- 45.043 Failure of the grievant to comply with the timelines shall be cause for the grievance to be dismissed.
- 45.044 Failure of the employer to comply with the timelines shall permit the grievance to proceed to the next step.

45.05 Grievance Procedure

- 45.051 Informal Step:
- a. When an employee becomes aware of an act on which a grievance is to be based, the employee and the Union representative shall discuss the grievance with the employee's immediate supervisor. The supervisor and the employee will both sign and date the informal step of the grievance form. (See Appendix D)
 - b. Within ten (10) days of the conclusion of the informal hearing, the grievant may file a written grievance as step one, if he/she is not satisfied with the outcome of the informal hearing.
- 45.052 Step One:
- a. The immediate supervisor shall arrange and hold a hearing within five (5) days of receipt of the grievance. The Union, grievant, and Employer may present evidence to sustain their positions.
 - b. Within five (5) days of the conclusion of the hearing, the immediate supervisor shall forward his/her written response to the Union and grievant.
 - c. If the Union and grievant are not satisfied with the immediate supervisor's response, the Union may file a written form to proceed to Step Two within ten (10) days.

45.053 Step Two:

- a. Within ten (10) days of the filing of the form, the Superintendent or his/her designee, shall arrange and conduct a hearing in the same manner for the same purpose as set forth in Step One.
- b. Within five (5) days after the hearing, the Superintendent or his/her designee shall provide a written response to the Union and grievant.

45.054 Step Three:

- a. Within ten (10) days of receipt of the Step Two response, or if the Step Two Supervisor fails to file a timely response, the Union shall notify the Employer of its intent to proceed to arbitration.

45.06 Selection of the Arbitrator

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

45.07 Authority of the Arbitrator

45.071 The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor to subtract from, or modify the language therein in arriving at a determination of any issue presented.

45.072 The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Employer, the grievant, and the Union.

45.08 Cost of Arbitration

The costs for the arbitrator and the hearing room shall be shared equally by the employer and the Union.

45.09 Miscellaneous

45.091 All communications regarding grievances shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Employer shall provide the Union with copies of all communications.

45.092 Constructive receipt by the Employer shall be construed to be the delivery date of the immediate supervisor's office.

45.093 Constructive receipt by the Union shall be construed to be the delivery date of the designated office of the Union.

45.094 Meeting and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

- 45.095 Prior to arbitration, the grievant and up to two Association representatives shall be permitted to attend a grievance meeting with no loss of pay or benefits. At arbitration, all parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
- 45.096 No reprisals or recriminations shall be taken against any employee who files or takes part in the grievance.
- 45.097 A grievance may be withdrawn by the Union at any time without prejudice.

ALTERNATE IMPASSE PROCEDURE

ARTICLE XLVI

- 46.01 Pursuant to Section 4417.14 (C) and 4417.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4417.14 (C) (2) - (6) and any other procedures to the contrary.
- 46.02 Either party may open negotiations not less than 60 days prior to the expiration of this Agreement, to negotiate an alternate impasse procedure if any which may be used for the immediately subsequent negotiations for a successor Agreement.
- 46.03 At the first bargaining session the Association and the Board shall submit their complete proposals. Neither party may submit additional issues for collective bargaining after submitting its initial proposals.
- 46.04 The scope of negotiations shall be all matters pertaining to wages, hours, or other terms and conditions of employment and the continuation, modification or deletion of an existing provision of this collective bargaining agreement.
- 46.05 Unless changed by mutual agreement, the following Ground Rules shall apply to the negotiations procedures:
- a) Upon reasonable advance request and at no cost, the Board will provide the Association with all available public information, in such form as it exists, related to subjects of negotiations, and the Association will provide the Board with all available non-confidential information, in such form as it exists related to negotiations.
 - b) Each negotiating team shall have a designated chief-spokesman who shall be empowered to initial tentative agreements.
 - c) The next negotiating session's times and date will be agreed to prior to the end of the present session, unless otherwise mutually agreed on a session by session basis.
 - d) Each negotiating team shall have the unlimited right to caucus time upon its request and shall advise the other team as to the expected length of the requested caucus.
 - e) All tentative agreements shall be reduced to writing and initialed by the chief-spokesman of each party.

- f) Neither party shall be responsible for the other party's costs of negotiations or any wages or salaries of the other party's negotiating team members for the time spent either conducting or preparing for negotiations.
- g) Each party shall be free to counter-propose from either its own proposals, if any, or those of the other party, if any, providing the counter-proposals contain the same subject matter as the original proposal.
- h) All negotiating sessions shall be conducted in executive session with information released only to constituents.
- i) There shall be no press release or other forms of public dissemination of information unless mutually approved of in advance by all parties or until an impasse in negotiations is declared.

46.06 If no agreement is reached by the fourteenth (14th) calendar day proceeding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.

MUTUAL AGREEMENT

ARTICLE XLVII

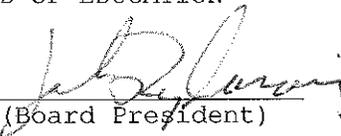
47.01 It is mutually agreed that any provision which either OAPSE or the Board have not proposed for deletion, modification or substitution, shall remain the same.

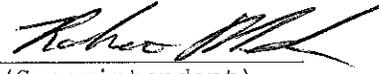
EXECUTION

ARTICLE XLVIII

48.01 IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have executed this Agreement on 03/28/11.

BOARD OF EDUCATION

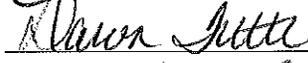
By: 
 (Board President)

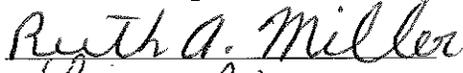
By: 
 (Superintendent)

By: _____
 (Dennis Lappert)

OHIO ASSOCIATION OF PUBLIC
 SCHOOL EMPLOYEES, AFSME/AFL-CIO
 CHAPTER 224, OAPSE

By: 

By: 

By: 

By: 




2008-2009 SALARY SCHEDULE (Salary includes holiday)

APPENDIX C

	STEP	BUS Driver	Custodians	School Secretary	COOKS	Aide
HOURLY	0	13.85	12.36	11.42	9.38	7.94
HOURLY	1	14.48	12.84	11.72	9.56	8.13
HOURLY	2	14.81	13.21	12.02	9.77	8.34
HOURLY	3	15.14	13.48	12.33	9.95	8.50
HOURLY	4	15.46	13.80	12.63	10.17	8.71
HOURLY	5	15.98	14.18	12.88	10.35	8.89
HOURLY	6	16.35	14.51	13.18	10.55	9.12
HOURLY	7	16.69	14.83	13.50	10.75	9.29
HOURLY	8	17.18	15.18	13.84	10.94	9.52
HOURLY	9	17.67	15.50	14.17	11.15	9.73
HOURLY	10	18.07	16.01	14.51	11.33	9.91
HOURLY	11	18.45	16.38	14.86	11.55	10.18
HOURLY	12	18.79	16.68	15.15	11.73	10.34

Bus Drivers: 186 days (178 student days + 2 in-service days + 6 holidays)

Custodians: 260 days (12 months which includes 11 paid holidays)

Secretaries: 210 days (184 school days + 6 holidays + 20 days during summer months as pre-arranged with respective principal)

Library Aide: 20.5 hours per week plus 6 holidays

Office Aide: 186 days (178 student days + 2 in-service [4 hrs./day] plus 6 holidays)

Cooks: 186 days (178 students days + 1 prior school + 1 after school + 6 holidays)

FIELD TRIP DRIVER: Hourly Rate-DRIVING TIME; \$8.74-DOWN TIME

LEETONIA EXEMPTED VILLAGE SCHOOL DISTRICT
GRIEVANCE FORM - # _____

INFORMAL STEP

GRIEVANT SIGNATURE: _____ DATE _____

ADMINISTRATOR SIGNATURE: _____ DATE _____

STEP ONE

GRIEVANT: _____ POSITION: _____

BUILDING: _____ DATE FILED: _____

DATE OF ACTION THAT CAUSED THIS GRIEVANCE TO BE FILED: _____

DATE OF THE INFORMAL HEARING: _____

STATEMENT OF THE GRIEVANCE (include specific article in the allegedly violated,
misinterpreted, or misapplied):

RELIEF SOUGHT:

GRIEVANT SIGNATURE: _____ DATE: _____

DISPOSITION OF GRIEVANCE (Level One):

ADMINISTRATOR SIGNATURE: _____ DATE: _____

THIS IS NOTIFICATION THAT THE GRIEVANT IS PROCEEDING TO STEP TWO.

GRIEVANT SIGNATURE: _____ DATE: _____

Attachments may be used as necessary.

DISPOSITION OF GRIEVANCE (Level Step Two):

ADMINISTRATOR SIGNATURE: _____ DATE: _____

THIS IS NOTIFICATION THAT THE GRIEVANT IS PROCEEDING TO STEP THREE.

GRIEVANT SIGNATURE: _____ DATE: _____