

K#27776

0480-02  
11-CON-02-0480

STATE EMPLOYMENT  
RELATIONS BOARD

2011 NOV 14 P 12:42

# **MASTER AGREEMENT**

**BETWEEN THE**

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

**AND THE**

**OLMSTED FALLS BOARD OF EDUCATION**

**EFFECTIVE**

**JULY 1, 2011 THROUGH JUNE 30, 2014**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE 1	DURATION..... 1
ARTICLE 2	RECOGNITION ..... 1
ARTICLE 3	BOARD RIGHTS ..... 1
ARTICLE 4	PAYROLL DEDUCTIONS..... 2
ARTICLE 5	NO STRIKE PLEDGE ..... 4
ARTICLE 6	CONTRARY TO LAW ..... 4
ARTICLE 7	NEGOTIATING TEAMS..... 4
ARTICLE 8	REQUEST FOR MEETING..... 4
ARTICLE 9	COVERAGE..... 5
ARTICLE 10	SUBMISSION OF ISSUES ..... 5
ARTICLE 11	NEGOTIATION PROCEDURE ..... 5
ARTICLE 12	INTENT TO RECOMMEND..... 6
ARTICLE 13	SETTLEMENT AGREEMENT ..... 6
ARTICLE 14	RIGHTS ..... 7
ARTICLE 15	IMPASSE..... 7
ARTICLE 16	GRIEVANCE PROCEDURE..... 7
ARTICLE 17	JOB POSTING..... 10
ARTICLE 18	ASSAULT LEAVE ..... 11
ARTICLE 19	JURY DUTY ..... 12
ARTICLE 20	OAPSE LEAVE..... 12
ARTICLE 21	ATTENDANCE AT LOCAL LOCAL MEETINGS ..... 12
ARTICLE 22	PROFESSIONAL LEAVE ..... 13
ARTICLE 23	PROFESSIONAL GROWTH..... 13
ARTICLE 24	CONTRACTS OF SUPPORT STAFF ..... 13
ARTICLE 25	CLASSIFICATION PAY ..... 14
ARTICLE 26	TRANSPORTATION PROVISIONS ..... 15
ARTICLE 27	ACCESS TO PERSONNEL FILES ..... 21
ARTICLE 28	CALAMITY DAY..... 21
ARTICLE 29	HOLIDAYS ..... 22
ARTICLE 30	STANDARD WORKWEEK AND OVERTIME PAY..... 22

ARTICLE 31	VACATION TIME.....	24
ARTICLE 32	SICK LEAVE CREDIT ACCUMULATION .....	24
ARTICLE 33	PERSONAL LEAVE.....	28
ARTICLE 34	TUITION WAIVER .....	29
ARTICLE 35	INCENTIVE FOR PERFECT ATTENDANCE .....	29
ARTICLE 36	LAYOFF AND RECALL.....	29
ARTICLE 37	SEVERANCE PAY UPON RETIREMENT.....	33
ARTICLE 38	RETIREMENT INCENTIVE.....	34
ARTICLE 39	RETIRE/REHIRE....	34
ARTICLE 40	RETIREMENT NOTIFICATION STIPEND.....	36
ARTICLE 41	HOSPITALIZATION SURGICAL AND MAJOR MEDICAL INSURANCE.....	36
ARTICLE 42	DENTAL INSURANCE.....	37
ARTICLE 43	VISION INSURANCE .....	38
ARTICLE 44	PRESCRIPTION DRUG INSURANCE .....	38
ARTICLE 45	LIFE INSURANCE .....	39
ARTICLE 46	WAIVER OF INSURANCE COVERAGE.....	39
ARTICLE 47	HEALTH CARE EVALUATION COMMITTEE.....	40
ARTICLE 48	SALARY SCHEDULES .....	40
ARTICLE 49	MANDATORY SALARY REDUCTION PICK-UP PLAN .....	41
ARTICLE 50	DIRECT DEPOSIT.....	41
ARTICLE 51	FAMILY MEDICAL LEAVES OF ABSENCE .....	41
ARTICLE 52	DISCIPLINARY PROCEDURES.....	44
ARTICLE 53	PARENTING LEAVE.....	45
ARTICLE 54	GENERAL LEAVE.....	46
ARTICLE 55	VOLUNTARY TRANSFER .....	46
ARTICLE 56	INVOLUNTARY TRANSFER.....	46
ARTICLE 57	WORKERS' COMPENSATION .....	46
ARTICLE 58	EVALUATION PROCEDURES.....	46
ARTICLE 59	DRUG AND ALCOHOL TESTING.....	48
ARTICLE 60	SENIORITY .....	49
ARTICLE 61	CAFETERIA PROVISIONS .....	49
ARTICLE 62	TIME ESTABLISHMENT FOR SHIFT DIFFERENTIALS.....	51

ARTICLE 63	LABOR MANAGEMENT COMMITTEE .....	51
ARTICLE 64	SECTION 125 PLAN .....	51
ARTICLE 65	MILITARY LEAVE.....	53
ARTICLE 66	CUSTODIAL ROTATIONS .....	53
ARTICLE 67	STIPENDS FOR ADDITIONAL EDUCATION OR CERTIFICATIONS..	54
ARTICLE 68	SIGNATURES.....	55

ATTACHMENTS:

- A. Consensus Statements
- B. Salary Schedules
- C. School Bus Driver Appraisal Form
- D. Support Staff Appraisal Form
- E. Grievance Appeal Form - Step 2
- F. Grievance Appeal Form - Step 3
- G. Grievance Appeal Form - Step 4
- H. Assault Leave Form
- I. Personal Leave Form - Support Staff
- J. Reasonable Cause and Post-Accident Testing Policy
- K. Consent Form for Alcohol and Drug Screening
- L. FMLA Certification of Health Care Provider

## ARTICLE 1 – DURATION

The provisions in this Agreement shall remain in full force and effect from July 1, 2012 to midnight of June 30, 2014.

## ARTICLE 2 – RECOGNITION

- Section 1 - The Board recognizes Ohio Association of Public School Employees, Local 361 (the “Local”) as the sole representative of all the support staff and agrees to negotiate exclusively with the Local through those that are officially designated by the Local to act in its behalf. The following support staff are to be excluded: Secretary to the Superintendent, Secretary to the Assistant Superintendent, Personnel Specialist, Assistant to the Treasurer, Payroll Clerk, and those employees excluded under Chapter 4117 of the Ohio Revised Code, including the Technology Director.
- Section 2 - The Local recognizes the Board as duly elected representatives of the people and agrees to negotiate exclusively with the Board through those that are officially designated by the Board to act in its behalf.
- Section 3 - The support staff have the right to join in, participate in and assist the Local in matters concerning wages, terms, hours, and conditions of employment and the right to refrain from such, but membership in the Local shall not be required as a condition of employment or a continuation of employment in this school district. There will be no discrimination based upon membership or non-membership in the Local by the Board nor will the Local or any member of the Local discriminate against any employee who chooses not to be a member of the Local or participate in the activities of the Local.
- Section 4 - Challenges to this recognition will be conducted in accordance with Chapter 4117 of the Ohio Revised Code.

## ARTICLE 3 – BOARD RIGHTS

- Section 1 - The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in 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 the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
  2. To hire all employees, to determine their qualifications, their dismissal, suspension, demotion, promotion, and transfer in accordance with law. Suspension and dismissal will be for just cause.

3. To retain and exercise those rights set forth in Section 4117.08 of the Ohio Revised Code.

Section 2 - The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules and 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.

#### ARTICLE 4 – PAYROLL DEDUCTIONS

Section 1 - The Board agrees to deduct from the wages of the support staff, dues for members of the Ohio Association of Public School Employees (OAPSE) and Local #361 when so authorized in writing by an employee.

Section 2 - Deductions of dues shall be made in twenty (20) equal installments and shall begin with the first pay period in October and continue, once per pay through the last pay period in July, and sent directly to the State Treasurer. Employees may request deductions at any time during the school year.

Section 3 - All support staff in the bargaining unit covered by this Agreement who are members of OAPSE on the effective date of this contract and all employees who, at their option, become members of the Association at any time in the future shall be members of the Association. The Board of Education will not honor dues deductions revocations from any employee except as provided herein.

The Board's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment.

Section 4 - It is specifically understood that the Local agrees to indemnify and save the Employer harmless against any judgment, costs, expenses or liability the Employer might incur as a result of the implementation and enforcement of this provision.

Section 5 - The Board also agrees to deduct tax sheltered annuities, insurance premiums, savings bonds, credit union, People (for those employees who have so authorized in writing) and any other deductions requested and approved by the Board of Education. Upon request, the Treasurer/designee will provide a list of tax sheltered annuities.

Section 6 - Union Security, Dues/Fees Deductions

All employees of the Bargaining Unit shall become either:

- a. A member of OAPSE Local 361 and execute an authorization for dues deduction on a form provided by OAPSE, or:

- b. In the alternative, the Board Treasurer shall deduct from the salaries of the employee(s) not applying for Membership, a service fee in the amount set forth in written notification by the Local Treasurer, such notice to be provided not later than September 5th of each school year. Such fee shall be required as a condition of employment following the probationary period referenced in Article 24, Section 3.
- c. Any employee of the Bargaining Unit who has been declared exempt for religious convictions by the State Employee Relations Board shall not be required to pay said Fair Share Fee. However, such employee shall pay in lieu of such Fair Share Fee, on the same time schedule as Union dues are payable, an amount of money equal to such Fair Share Fee to a non-religious charitable fund exempt from taxation under Section 501 (C) (3) of the Internal Revenue code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the OAPSE State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish receipt, as proof of payment shall subject such employee to the same sanction, as would nonpayment of Union dues under the Agreement.
- d. In no case shall the monthly service fee be in excess of the regular OAPSE membership dues.
- e. All Bargaining Unit Members shall either authorize payroll deduction for the payment of dues or remit payments, in full, directly to the Local Treasurer.
- f. Such deductions shall be made in twenty (20) equal installments beginning with the first pay in October. Signed Payroll Deduction Authorizations executed by the members shall be continuous from year-to-year for the duration of the term of recognition of OAPSE Local 361 as the Bargaining Representative or until such time as the employee withdraws such authorization in writing. Withdrawal of Membership does not preclude payment of the Fair Share Fee. An Employee may withdraw Membership during a ten- (10) day period from August 22nd through August 31st. Should a Member withdraw during the Withdrawal Period, the Board Treasurer shall then deduct according to Section 6-b.
- g. Payroll deductions shall occur immediately upon request or in the case of new employee(s), following the Probationary Period.
- h. The Board Treasurer shall notify the OAPSE State Treasurer of the gross salary of the employee based on W-2 information and the amount of dues or service fee to be deducted. The Board Treasurer shall forward to the OAPSE State Treasurer the amount of the State dues/fees, along with a 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 make a one-time deduction, the first pay in October, of Local 361 dues/fees and forward same to the Local Treasurer within five (5) days of the deduction.

- i. The Union shall defend and indemnify the Board, the Treasurer, their Officers, Members, Agents and Assignees in both their Individual and Official capacities and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses that may arise out of or by reason of the action taken by the Board, its Officers, Member Employees and/or Agents for the purpose 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 Union shall retain control of appointments of Legal Counsel for defense and indemnification purposes.

#### **ARTICLE 5 – NO STRIKE PLEDGE**

- Section 1 - For the duration of this Agreement, the Local and any and all of its members shall not engage in or sanction any strike, slow-down, nor any other concerted action which interferes with normal school activities.

#### **ARTICLE 6 – CONTRARY TO LAW**

- Section 1 - If any provision of the Agreement between the Board and the Local shall be found contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force.

#### **ARTICLE 7 – NEGOTIATING TEAMS**

- Section 1 - The Board and the Local shall be represented at all negotiation meetings by a team of negotiators, not to exceed six (6). Each party may have one (1) alternate member at any session. Each party may have on its team one (1) member that is not an employee of the Board. All negotiations shall be conducted exclusively between said teams.

- Section 2 - While no final Agreement shall be executed without ratification by the Local and adoption by the Board, the Board and the Local pledge that their representatives have the power and authority to make proposals, consider proposals and to make concessions in the course of negotiating in good faith to the end that they can effectively recommend acceptance of an Agreement by the parties.

#### **ARTICLE 8 – REQUEST FOR MEETING**

- Section 1 - Upon written request for a negotiation meeting, either party will have five (5) days to reply to the request. Within ten (10) days after receipt of the reply, both parties will establish a mutually agreeable time and place. If negotiations occur

during team members shift, substitutes will be provided for the duration of the negotiation session.

- Section 2 - A request for a negotiation meeting shall be no later than ninety (90) days before expiration of the Agreement.

#### **ARTICLE 9 – COVERAGE**

- Section 1 - The scope of negotiations shall be limited to wages, hours, terms and conditions of employment.

#### **ARTICLE 10 – SUBMISSION OF ISSUES**

- Section 1 - The parties shall exchange initial proposals and explain the rationale of their respective proposals at the first negotiation session of the teams.

#### **ARTICLE 11 – NEGOTIATION PROCEDURE**

- Section 1 - The teams shall meet at places and times agreed upon at prior meeting(s).

- Section 2 - All meetings shall be held in Executive Session of the teams.

- Section 3 - Upon request in writing by the Chairman of the negotiating team for the Local, the Treasurer of the Board of Education shall furnish all pertinent public records, the release of which is not prohibited by State or Federal law. Access to available records in such form as they may exist constitutes compliance with this Section, and there shall be no obligation to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop other than in their existing form. The Local, upon request in writing by the Chairman of the Board negotiating team, shall make available documentation referred to in any proposals which it advances in negotiations. Neither the Board of Education nor OAPSE, Local 361, is obligated to supply data or written information which has been prepared principally for its own confidential use in the course of negotiations.

- Section 4 - The Board and the Local may use one consultant in the negotiation meetings in an advisory capacity.

- Section 5 - Upon request of either negotiating team, the negotiating meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy. Caucuses shall be limited to thirty (30) minutes unless extended by mutual agreement.

- Section 6 - During the course of negotiations, items agreed upon shall be reduced to writing and initialed by the representatives of each negotiating team. It is understood that such initialing shall be tentative only, subject always to further developments in negotiations on other items and/or final agreement on all proposals and subject to ratification by the membership of the Local and adoption by the Board.

- Section 7 - Any news release or public statements made during negotiations shall be made only upon mutual agreement as to when and from a written copy of the text that has been mutually agreed to prior to its being made public.
- Section 8 - If any provision of this procedure for the orderly conduct of negotiations or any application of the terms herein shall be found contrary to law by a court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.
- Section 9 - During negotiations, interim reports may be made to the Local by its representatives and to the Board of Education by its representatives. It is understood each party will be responsible for requesting that the information from such reports be regarded only as proposals and shall be confidential information within the Local and the Board of Education.
- Section 10 - No action to coerce, censor, or penalize any participant during negotiations shall be made by any member of the negotiation teams. Both teams shall conduct themselves in a professional and non-personal manner and will bargain collectively, in good faith, in accordance with Revised Code Section 4117.01(G).
- Section 11 - During the first ninety (90) days of the year the contract expires, representatives of the Board of Education and the OAPSE shall determine whether an alternate style of bargaining will be employed. If an alternate style is selected, the parties shall determine the need for training and establish the ground rules for such alternate bargaining style.

**ARTICLE 12 – INTENT TO RECOMMEND**

- Section 1 - Prior to the negotiated Agreement being presented to the membership of the Local and to the Board of Education, each member of both negotiating teams shall pledge to recommend adoption of the tentative Agreement.

**ARTICLE 13 – SETTLEMENT AGREEMENT**

- Section 1 - When agreement is reached on all items, the Agreement shall be reduced to writing. Together, both negotiating teams shall review the Agreement to determine the accuracy of the transcript.
- Section 2 - The Agreement in its final form shall be submitted to the membership of OAPSE, Local 361 for ratification. Upon such ratification, it will be submitted to the Superintendent for his submission to the Board of Education for adoption and entered into the minutes of the Board of Education, whereupon the terms of the Agreement shall be implemented.
- Section 3 - When adopted by the Board of Education, the agreement shall be signed by the duly authorized officers of the Board of Education and OAPSE, Local 361 and

the Chairman of the Board's negotiating team and the Chairman of the OAPSE, Local 361 negotiating team.

#### **ARTICLE 14 – RIGHTS**

- Section 1 - Nothing in this negotiation procedure shall prohibit any employee from presenting views, proposals, or grievances to the Superintendent or Board in accordance with well established Board policy. Negotiations, however, shall be conducted according to this procedure.

#### **ARTICLE 15 – IMPASSE**

- Section 1 - Notwithstanding the provisions of Section 4117.14 of the Ohio Revised Code, thirty (30) days prior to the expiration date of the present agreement either party may declare an impasse on those issues that remain unresolved. Within five (5) calendar days of such a declaration, the parties shall mutually request the Federal Mediation and Conciliation Service to appoint a mediator from its staff to attempt to facilitate the resolution of the differences and to effect a mutually acceptable agreement. The mediation period shall not exceed fifteen (15) calendar days from the date of declaration of the impasse unless extended by agreement of both parties.

- Section 2 - The impasse procedure set forth in Section 1 in this Article is controlling and is in lieu of discretionary provision of Section 4117.14 of the Ohio Revised Code.

#### **ARTICLE 16 – GRIEVANCE PROCEDURE**

- Section 1 - Purpose: The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to stated grievances.

- Section 2 - Definitions:

- a. A grievance is defined as an alleged violation, misapplication, or misinterpretation of a specific Article or Section of this Agreement, including but not limited to the discipline or discharge of an employee.
- b. "Days" shall mean actual working days, excluding Saturday and Sunday.
- c. An "aggrieved party" or "grievant" shall be defined as an employee(s) or the Union.

- Section 3 - Submission Requirements:

- a. When a written grievance is submitted in accordance with the grievance procedure, it shall be on the standard form supplied by the Board, and shall identify the aggrieved party, the specific Article and Section of this Agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance occurred or existed, the

identity of the person(s) responsible for causing such events or conditions, a general statement of the grievance, and the specific redress sought by the aggrieved party. No ground or Article and Section of this Agreement not expressly included in the written grievance may thereafter be advanced, argued, or relied upon during the processing of that grievance under the Grievance Procedure.

- b. The aggrieved party may have the following options of representation during the Grievance Procedure, but may not be represented by any other persons or organizations:
  - (1) Alone on his/her own behalf.
  - (2) Accompanied by a member of the Local's grievance committee or by a Field Representative of the Ohio Association of Public School Employees (OAPSE).
  - (3) Through a representative of the Local or the Ohio Association of Public School Employees (OAPSE) if the employee is a member of the Local and so desires, provided that said representative shall have a letter signed by the employee designating him as a representative.
- c. The time limitations set forth hereinafter for the submission of a grievance at any step shall be deemed of the essence, and the failure to submit a grievance within the time so specified will result in waiver of the grievance.

Section 4 - Grievance Procedure:

- a. Step One - before submission of a written grievance, the aggrieved party must attempt to settle the grievance informally with his immediate supervisor as may be appropriate under the circumstances.
- b. Step Two - if the grievance is not resolved satisfactorily under Step One, the aggrieved may submit the grievance in writing to the immediate supervisor not later than ten (10) days of its occurrence. The immediate supervisor will notify the employee of the date, time and location of the meeting in Step Two, which date shall be no later than ten (10) days after the date of notification. At that meeting, which shall be before the immediate supervisor, the grievant shall be present. Not later than five (5) days following the date of the meeting in Step Two, the immediate supervisor shall submit a written disposition to the employee involved in the grievance.
- c. Step Three - if the grievance is not settled at Step Two, the employee may, within ten (10) days after the receipt of the written disposition of Step Two, submit to the immediate supervisor a written request for a meeting in Step Three, for the purpose of settling the grievance. Not later than five (5)

days after receipt of such a request, the employee shall be notified of the time and location of the meeting in Step Three, which date shall be no later than ten (10) days after the date of notification. The meeting at Step Three shall be before the Superintendent, or such members of the Superintendent's staff as he shall designate. The grievant shall be present. Not later than five (5) days after the conclusion of the hearing in Step Three, the Superintendent or his designee shall submit his disposition in writing to the employee involved in the grievance.

- d. Step Four - if the grievance is not settled at Step Three, the grievant may, within ten (10) days after receipt of the written disposition in Step Three, appeal to arbitration by filing a written request for arbitration with the Superintendent within fifteen (15) days of the Step Three meeting.

Within five (5) days of the Superintendent's receipt of such a written request, the parties shall send a joint letter to Federal Mediation and Conciliation Services (FMCS) requesting a list of seven (7) names from its list of arbitrators.

The arbitrator will be selected by each party alternatively striking names until only one (1) remains. The employee shall strike first.

Once the FMCS has been informed of the selection, the parties agree to abide by the rules and terms established by the American Arbitration Association.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the Article(s) and/or Section of any Article(s) of this agreement, or applicable state or federal law. The arbitrator shall confine himself to the issue(s) submitted for arbitration. The arbitrator's decision shall be binding on the parties.

Each party shall bear its own costs of representation and witnesses at the arbitration hearing, including the cost of any stenographic transcript ordered by that party. The costs of the arbitrator shall be borne as follows: (1) the losing party shall pay all costs of the arbitrator, and (2) if the grievance is sustained in part and denied in part, the parties shall bear such cost equally.

Section 5 - General Provisions:

1. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
2. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the employees in procedures described in this Article. If retained, they shall be filed separately from the personnel files and shall be treated as confidential material.

3. In the event the employee(s) choose(s) to have a grievance processed without the participation of the Local, such employees shall be liable for any expense incurred in such proceeding.
4. In the event the Local at any level of the grievance procedure determines that a grievance is without merit or that an equitable answer has been given to the employee(s), it may withdraw its support; however, the employee may continue the procedure but shall be liable for any expenses incurred in such proceeding. The processing of any grievance shall be in accordance with Section 4117.03(A)(5).
5. A copy of each written grievance and written appeal filed by an employee and each written disposition submitted by an administrator or the Board shall promptly be sent by the appropriate administrator or by the Treasurer, in the case of Board action, to the Local.
6. The grievant shall not be denied the right to legal advice or counsel in any level of the grievance procedure.
7. Nothing contained herein shall be construed so as to deny the grievant or the Board the statutory right to redress before a court of law.

### ARTICLE 17 – JOB POSTING

- Section 1 - Should any position become vacant or should any new position become available, it shall be posted for a period of five (5) workdays on the website, in all schools, and the bus garage, and it shall be posted in a specific location in the above buildings. In addition, the Local President will be given a copy of the posting.
- Section 2 - The posting will include: classification of position, qualifications, the hourly rate range, the range of approximate hours, the procedure for making an application, and the deadline for filing an application.
- Section 3 - Qualifications and seniority shall be the determining factors in filling an opening; with qualifications being given emphasis. Qualifications shall be determined by the Administration and shall be listed in the job posting. All bargaining unit members who submit a written request for an interview shall be granted an interview only once for a position in the same classification series per fiscal year. If an applicant after completing an interview is not awarded the said position, he/she may request from the Superintendent or designee written reasons or a meeting explaining the denial. An interviewee may exercise this option only once in the fiscal year. Where applicants are determined by the Administration to be equal in qualifications, seniority shall prevail. Applicants within the classification of the posted position shall be given priority in accordance with this Article. The Board reserves the management right to select the best applicant. Where an applicant currently holds a contract and is seeking a second contract, the employee will not be eligible if the second contract impacts the

employee's primary job responsibilities. With regard to bus drivers and transportation attendants, primary job responsibilities do not include field trips.

- Section 4 - Upon written request to the Office of the Superintendent, a copy of the job posting(s) for vacancies occurring during the summer months (June 15-September 1) will be mailed to any employee who furnishes the Office of the Superintendent with a self-addressed stamped envelope(s). The Board will not be held responsible for mail delivery service by the Post Office.
- Section 5 - When substitute personnel are employed on a regular basis for more than thirty (30) consecutive workdays (except when hired to fill in for a regular employee on an authorized leave), a "new" position shall be deemed to exist and shall be posted and awarded according to this Article.
- Section 6 - If an employee routinely works one (1) or more hours in excess of the hours regularly assigned to that employee in a given workday, over a period of thirty (30) consecutive workdays, that position will either be reposted or a new "short hour" position will be posted in accordance with Article 17. This posting obligation may be waived by mutual agreement between the Superintendent/designee and OAPSE President/designee.
- Section 7 - Sections 5 and 6 do not apply where the vacancy occurs on or after March 1.

#### ARTICLE 18 – ASSAULT LEAVE

- Section 1 - A regular employee (hereinafter referred to as "employee") who is required to be absent due to physical injury resulting from an assault to the employee by a student, employee of the Board or non-school employee and which occurs in the course of a school-related activity, on school grounds, during school hours or at a school-sponsored function, shall be eligible to receive assault leave.
- Section 2 - The employee shall supply a certificate from a licensed physician stating the nature of the disability and its duration. A physician is a medical doctor licensed by the Ohio State Board of Medical Examiners. The Board shall grant assault leave for the duration of the disability and any recuperation period, not to exceed a total of ninety (90) days, to begin with the employee's delivering to the Treasurer a signed Assault Leave Statement. The Assault Leave Statement will include the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault (if known), the facts surrounding the assault, and willingness of the employee to cooperate fully with the Board in any legal action arising from the assault.
- Section 3 - While on assault leave, the employee shall be maintained on full pay status, including all insurance fringe benefit coverage, less any payments derived from Workers' Compensation benefits.
- Section 4 - Assault leave shall not be charged against sick leave earned or earnable or personal leave granted under rules adopted by the Board.

- Section 5 - Employees shall not be permitted to accrue assault leave.
- Section 6 - If legal action results, said employee shall be granted leave of his/her professional duties with no loss of pay for necessary time in court.
- Section 7 - An employee who is injured as a result of his/her unjustified assault on a student or Board employee shall not be eligible for assault leave.

#### **ARTICLE 19 – JURY DUTY**

- Section 1 - An employee who serves as a juror shall be entitled to retain the remuneration for said service in addition to receiving his/her regular pay.
- Section 2 - An employee who is subpoenaed to appear in court in a criminal or civil matter in which he/she is not financially interested and in which he/she is not a litigant shall receive pay for such court appearance without the use of personal leave.
- Section 3 - An employee shall be required to present proof of jury duty service before payment is made.

#### **ARTICLE 20 – OAPSE LEAVE**

- Section 1 - Request for a paid leave of absence to attend the OAPSE Annual District Conference and/or the OAPSE Annual State Conference for two (2) duly selected delegates of OAPSE Local 361 may be made on REQUEST FORM, AUTHORIZED RELEASE TIME five (5) days prior to date(s) requested. A total of ten (10) days may be granted for these conferences. Any accumulated days may be used for other union activities which cannot be accomplished outside the regular workday.
- Section 2 - Expenses for delegates attending such conferences shall be reimbursed by the Local.

#### **ARTICLE 21 – ATTENDANCE AT LOCAL MEETINGS**

- Section 1 - Any employee wishing to attend a Local #361 business meeting may do so in exchange for making up the time to fully “repay” the Board for the actual time the employee is away from his/her work station while in attendance at such a meeting and providing the employee notifies his/her immediate superior at least one (1) day in advance of the meeting date.
- Section 2 - Exception to the above: If there is an approved scheduled activity that requires an employee to be present, that employee will be required to remain on duty in the respective building.
- Section 3 - The Board regards ratification meetings as professional meetings, therefore, employees shall be allowed up to a two (2) hour maximum time to attend a ratification meeting without need for make-up time.

**ARTICLE 22 – PROFESSIONAL LEAVE**

- Section 1 - The Board shall pay necessary and reasonable expenses, including fees, meals, lodging, tolls, and transportation incurred by an employee who attends workshops, seminars, conferences, or other professional improvement sessions at the request of or with the permission of the immediate supervisor, Superintendent or designee.

**ARTICLE 23 – PROFESSIONAL GROWTH**

- Section 1 - A stipend (out-of-pocket tuition or registration costs) will be granted to an employee upon the completion of a course in a job-related skill when approved by the Superintendent or designee.
- Section 2 - An application for approval of the course must be completed by the employee and approved by the Superintendent or his designee prior to course registration.
- Section 3 - In order to receive the stipend, a transcript or other evidence of satisfactory completion of the course must be filed with the Treasurer's office.

**ARTICLE 24 – CONTRACTS OF SUPPORT STAFF**

- Section 1 - Section 3319.081 of the Ohio Revised Code controls the employment of support staff of the Olmsted Falls City School District, and the provisions of Chapter 124 of the Ohio Revised Code do not apply. Therefore, newly hired regular support staff shall be employed under a contract for a period of not more than one year. Following the completion of a contract not to exceed one year, the employee may be non-renewed for cause provided the evaluation procedures set forth in Article 56 have been completed. If the employee's contract is renewed, the subsequent contract shall be for a period of two (2) years. Following completion of the two (2) year contract, the employee may be non-renewed for cause provided the evaluation procedures set forth in Article 56 have been completed. If the employee's contract is renewed following the two (2) year contract cycle, the employee shall have continuing contract status. An employee may grieve any alleged procedural violation(s) under this Section related to the completion of the evaluation process. The substantive decision as to whether there is just cause for nonrenewal is not subject to the grievance procedure.
- Section 2 - All employees who are new to the District and whose job responsibilities involve the care, custody, and control of students shall be conditionally employed until the Board receives a criminal records check from the Bureau of Criminal Identification and Investigation. If the criminal records check indicates the individual does not qualify for employment as defined on Ohio Revised Code 3319.311(B), the individual shall be informed that his/her conditional employment is terminated. Within five (5) calendar days of receipt of such notice, the individual may submit a request in writing to meet with the Superintendent to discuss the individual's release from conditional employment. Within ten (10) calendar days of the individual's request, the Superintendent or

designee shall meet with the individual. No individual released from conditional employment under this Section, nor the Local on the individual's behalf, shall have the right to bring a grievance or request arbitration or bring any other statutory termination proceedings.

Section 3 - Notwithstanding the above, newly hired employees will be subject to a probationary period of up to ninety (90) workdays for 11/12 month employees and sixty (60) workdays for 9/10 month employees. The newly hired employee's first appraisal under Article 56 will occur during the probationary period. Probationary employees may be terminated without cause, regardless of whether an appraisal has been completed.

Section 4 - The employer may not discharge or discipline the employee for engaging in activity protected under O.R.C. Chapter 4117 or Association-related activity protected under this Agreement.

Section 5 Nine (9) lunch Room Aide positions will be local bargaining unit positions.

#### **ARTICLE 25 – CLASSIFICATION PAY**

Section 1 - An employee may be temporarily assigned to perform work in a higher or lower classification. An employee given such an assignment will be expected to assume all responsibilities of the assigned classification.

Section 2 - When an employee is assigned to a higher classification on a temporary basis for more than three (3) days of continuing service in the assigned classification, the employee will be paid the difference between, if any, the hourly rate the employee is currently earning and the hourly rate the employee would earn in the higher classification. This difference shall be calculated beginning with the fourth (4th) day of the assignment and continue only for the duration of the assignment. The total amount due the employee will be paid in a lump sum after the completion of the assignment on the next regularly scheduled pay period.

Section 3 - When an employee is assigned to perform work in a lower classification, the employee shall continue to receive their regular hourly rate.

Section 4 - No additional pay will be made for such an assignment when the employee is covering for an employee who is on vacation.

Section 5 - When an employee holds two (2) contracts in two (2) separate classifications, the employee's wages will be calculated based on a blended rate, using a weighted average, taking into consideration the wages earned for each job, hours worked, and days worked (e.g., an employee who works 3 hours per day times \$10 per hour times 260 days and 4 hours per day times \$15 per hour times 180 days would have a weighted average daily rate of \$71.54). This weighted average will be used in determining the value of holiday pay, vacation, sick leave, and personal leave.

**ARTICLE 26 – TRANSPORTATION PROVISIONS**

Section 1 - The Board shall pay tuition for the State Department of Education required Bus Drivers Education Course.

Section 2 - Pre-Trip Inspection

Each driver is responsible for gassing, for safety check and for the interior cleanliness of the bus. Each driver performing this duty shall receive fifteen (15) minutes pay in addition to the regular driving time.

Section 3 - Physicals

The Board shall pay the cost of the annual school bus drivers physical for all drivers. The Board designated physician shall be used.

Section 4 - Seating Capacity

Seating and load capacity shall meet the Ohio Pupil Transportation Operation and Safety Rules.

Section 5 - Route Assignments

Drivers with the greatest seniority will be offered the routes which provide the greatest compensation. If a more senior driver selects a route assignment with which the Transportation Supervisor disagrees, the Transportation Supervisor will place that driver on a probationary period not to exceed sixty (60) school days to determine if the assignment is appropriate. If the Transportation Supervisor determines the assignment is not appropriate, based upon factors such as the driver's inability to complete the route as scheduled, ineffective student management, and/or parental complaints, the driver will be reassigned to a route that offers the next highest available compensation. The regular routes shall be assigned by the Transportation Supervisor by mid-July prior to the start of a new school year. Should any vacancies occur after assignments have been made for the school year, the provisions of Article 17 - Job Posting will be followed. This provision applies only to the assignment of bus routes and does not affect the filling of vacancies or assignments in other classifications.

Section 6 - Extra Trips

Extra trips will be assigned as follows:

a. Purpose

To establish a system for assigning school bus drivers/aides to extra trips.

b. Extra Trips

All trips that are not part of the regular schedule of transporting pupils to and from home and school according to the adopted policy of the Board of Education, are called Extra Trips; such trips are broadly grouped as follows:

1. Field Trips
2. Extra-curricular Trips
3. Kindergarten route(s) when a regular driver's kindergarten assignment is covered by a substitute.
4. All other trips that are not part of a driver's basic assignment.

Extra trips are those defined as those that result in extra pay beyond the normal working hours.

c. Eligibility

All drivers/aides under contract that have a route assignment are eligible for extra trips. With written notice to the Transportation Supervisor, a driver/aide may remove his/her name from the list of eligible drivers/aides if he/she desires no extra trips at all.

d. Assignment of Drivers/Aides

1. Assignment of all extra trips will be done according to each driver/aide's length of service to the Olmsted Falls School District. This means assignment will be made by listing all eligible drivers/aides by length of service and will follow in strict rotation down to the last eligible driver/aide hired.
2. Assignment of extra trips will be made by the Transportation Supervisor and listed on the Extra Trip Notification and Assignment Form.
3. Substitute drivers, excluding regularly employed aides, are to be used to take trips that originate when regular drivers and aides are otherwise fulfilling their scheduled routes.
4. It must be understood that the assignment of an extra trip according to length of service time to the school district to achieve fairness of opportunity in the distribution of extra trips will not guarantee equal time to all drivers/aides.

There will be no effort made to equalize extra time among drivers/aides.

The only guarantee is the opportunity to accept extra trips.

e. General Procedure

1. Rotation Chart

--A chart will be placed on the driver/aides' bulletin board showing a list of drivers and aides available for extra trips. Drivers and aides shall be listed in order placing the driver or aide with the most time of service first and proceeding downward in order according to length of service and ending with the driver/aide having the least time of service.

--Drivers and aides in the rotation as listed on the rotation chart will be assigned a trip which can be accepted or declined. To indicate if a driver or aide has accepted an assigned trip, his/her name will be written beside the trip on the trip list. To indicate if a driver or aide has declined an assigned trip his/her name will not be written beside the trip on the trip list. After the last driver or aide on the rotation chart has had an opportunity to accept or decline an assigned trip, the orderly rotation down the list of drivers or aides shall begin again with the first driver/aide on the rotation chart.

--This procedure is repeated until all trips are assigned drivers/aides.

2. Trip List

--A trip list will be posted for Olmsted Falls. A separate list will be posted for Lakewood or other contracted trips that are not otherwise filled by Lakewood drivers or substitute drivers, excluding aides. These lists will be posted on the driver/aides' bulletin board showing destination, number of buses, time, date and driver/aide assigned to the trip, as found on the Extra Trip Notification and Assignment Form. Olmsted Falls' trips will be filled before any available Lakewood or other contracted trips. Trips from these lists will be filled one at a time according to which is to be traveled first. If two (2) or more trips are posted for one day, the one with the earliest departure time will be posted and filled first, the one with the second earliest departure time will be posted and filled next, etc. If two or more trips are posted for the same day and have the same departure time, the one that has the greatest travel time will be posted and filled first, the one that has the second greatest travel time will be posted and filled next, etc. until all trips that day at that time are filled.

f. Specific Procedure

1. Advance Notice

A trip list will be posted on Monday at 6:45 a.m. listing destination, number of buses, time, and date of all trips that have been requested for the following week, Sunday through Saturday. After Tuesday noon additions to the list will be placed at the bottom of the trip list and in the order in which they are received. All driver/aide assignments for these trips are to be made by Wednesday at 2:15 p.m.

2. Wednesday Driver/aide Meeting

Drivers/aides are expected and encouraged to attend the driver/aide meeting held each Wednesday at 1:50 p.m. sharp for the purpose of assigning the trips that have been posted for the following week. Driver/aides' meeting agenda is as follows:

--Roll Call to be taken promptly at 1:50 p.m. sharp by the Transportation Supervisor. Drivers/aides arriving after roll call will not be eligible for the trips that are to be assigned. Drivers/aides shall be present at meeting to accept or decline an assigned trip. No driver/aide can accept or decline a trip for another driver/aide.

--Trips will be assigned by the Transportation Supervisor as posted, or in his absence by the designee. At the time of the assignment, if the driver/aide accepts the assignment his/her name will be written beside the trip list, and if the driver/aide declines the assignment his/her name will not be written beside the trip on the trip list.

--Driver(s)/aide(s) that have a route assignment or field trip so that they are unable to make roll call are to instruct the Transportation Supervisor prior to roll call whether they will accept (yes) or decline (no) an assigned trip.

3. Trips Which Are Requisitioned Late And Are To Be Traveled Prior To Trips Already Scheduled

--Current Week: When a trip is posted after Monday requesting a trip for the current week, it will fall to the next available in rotation.

--Following Week: When a trip is posted after Monday requesting a trip for the following week, it will fall to the next available driver/aide in rotation after those trips posted on Monday have been filled.

4. Emergency Cancellation

If a driver/aide has to cancel, the trip will fall to the next driver/aide on the list, after those already assigned. If the next driver/aide in sequence refuses the trip, it falls to the following driver/aide and the declining driver/aide must await his next turn in rotation.

5. Cancellation of Trip

a. If a trip is canceled, the drivers/aides who had accepted the canceled trip will be eligible for the first trip succeeding the canceled one for which drivers/aides are not yet assigned. After these drivers/aides have indicated in their order if they do or do not wish to take the trip(s), the next driver/aide eligible will be the one who was up before the cancellation.

b. If a trip is canceled due to no fault of the driver/aide, and the driver/aide has arrived at the pick-up site, the driver/aide shall be paid at the field trip rate for any time in which he/she worked prior to being informed of the trip cancellation, unless the trip was a weekend or holiday trip. In the case of a weekend or holiday trip, the driver/aide shall be paid two (2) hours of wages at the field trip rate if he/she has reported to the bus garage prior to being notified of the cancellation

6. Trips Falling Within the Regular Run

If a driver or aide becomes eligible for an extra trip, but the time of the trip interferes with his/her regular run, he/she must decline the trip and await his/her turn in the next rotation. For example: a kindergarten driver/aide may not accept any field trip which would fall during his/her regular kindergarten run.

7. Full-Day Kindergarten Field Trips

A full-day kindergarten field trip is considered a field trip and will first be offered to the regular kindergarten drivers/aides as part of their regular working day. Regular kindergarten drivers who choose to drive a kindergarten field trip shall be paid their regular kindergarten route hours and the field trip rate for the amount of hours of the field trip.

In case a regular kindergarten driver/aide declines the kindergarten field trip, the trip will fall to the next available driver/aide on the kindergarten rotation list. If that list is exhausted, the trip will be filled per the weekly regular trip rotation lists. If the regular kindergarten driver declines to take the kindergarten field trip, he/she will not be paid for his/her regular kindergarten mid-day route. A

non-kindergarten driver will only receive charter rate for the field trip.

From time to time because of enrollment changes, it may become necessary to make the full day kindergarten field trip driving assignments in rotation beginning with the driver/aide with the most time of service.

8. New School Term

With the start of each new school term, assignment will be made by listing all eligible drivers/aides by length of service and will follow in strict rotation down to the last driver/aide hired.

9. Driver/Aide Fails to Report

If a driver/aide fails to report thirty (30) minutes before their assigned trip is scheduled to depart, the trip shall be filled with any driver/aide that is immediately available to accept the trip. Acceptance of this trip by another driver/aide will not affect their turn in rotation.

If a driver/aide fails to report and has a valid reason, that driver/aide will be eligible for his turn in next rotation.

If a driver/aide fails to report and has no valid reason, that driver/aide shall lose his turn in rotation for the next three consecutive turns.

Section 7 - The Student Discipline Code, as adopted by the Board of Education, will apply to conduct on buses. In matters of student discipline, the bus will be considered an extension of the classroom by the administration.

Section 8 - Driver License Points

Any bus driver or other employee who regularly operates a District-owned vehicle and who is issued a traffic citation in or out of the State of Ohio or in a District-owned or private vehicle must immediately report such a citation to the driver's supervisor and produce a copy of the citation for photocopying purposes and placement in the driver's personnel folder in the Superintendent's office. If points are levied by the enforcement authority or the court of jurisdiction, that information too must be reported as soon as practicable. Drivers accumulating four (4) points will be notified concerning the violation(s) and will also be subject to disciplinary procedures in accordance with other provisions in this agreement. Drivers accumulating six (6) or more points, as shown on official driver abstract reporting form(s), no matter how or where the points were earned and/or who are not insurable as determined by the carrier will be placed on an unpaid leave of absence. The employee on an unpaid leave will have a three (3) year period to correct his/her record to the point that the District can insure

him/her under the District's insurance policy and, upon doing so, will return to his/her previously held position. The employee will accrue no seniority during this unpaid leave. If the employee is unable to gain coverage under the District's insurance policy during a three (3) year period, he/she will be terminated. Any violations or points associated with driving while under the influence will result in immediate termination of employment.

Section 9 - The top fifty percent (50%) of actively employed drivers on the drivers' seniority roster will receive a guaranty of five (5) hours of combined a.m./p.m. routes (excluding midday routes).

Section 10 - In the event the District determines to implement full day kindergarten, the Board and Association will negotiate the effects of any such change.

Section 11 - The Board will reimburse regular drivers and transportation attendants for the cost of CDL renewals.

#### **ARTICLE 27 – ACCESS TO PERSONNEL FILES**

Section 1 - Employees shall have the right to have access to their personnel files in the presence of the Superintendent or his/her designee at a mutually convenient time during the normal workday, providing this does not interfere with the employee's assigned duties. Pre-employment materials, if any, need not be disclosed. An employee shall have the right to place a written response in the file to any material contained therein. An employee shall be entitled to a copy of his/her personnel file at a nominal fee.

The Administration will notify the employee of a request to review or copy the employee's personnel file or other public records pertinent to the employee by anyone, other than authorized school personnel, prior to affording access to the file or public record or prior to the release of any information from the file or public record at least three (3) days prior to the release unless the employee waives in writing the three (3) day notice requirement. Only information that is defined as a "public record" according to Section 149.43 of the Ohio Revised Code will be disclosed. The employee and/or the employee's representative will have the right to be present at the time of access or disclosure and the employee shall be provided with a copy of any information copied for the party requesting access. This provision will be interpreted and applied consistent with the District's obligations under Ohio Revised Code 149.43.

Section 2 - Employees will be notified in advance of any material being placed in their file and be given a copy of said material. All material shall also be dated at the time of placement in the file and shall signify that it is a file copy.

#### **ARTICLE 28 – CALAMITY DAY**

Section 1 - In the event the school district is closed because of public calamity or severe weather, employees will be paid their assigned hours at their hourly rate on such

a day. In addition, only those employees notified to report to work by the Superintendent or his designee will be paid for all hours actually worked at time and one-half (1.5 ) their hourly rate.

- Section 2 - In the event a building is closed due to an unforeseen circumstance (e.g. no water, no heat, fire damage etc.), employees assigned to that building will be expected to report for work and may be reassigned for that period.

### **ARTICLE 29 – HOLIDAYS**

- Section 1 - All employees covered by this Agreement will receive the following paid holidays:

New Years Day	Memorial Day
Martin Luther King Day	(Federal Observance)
Presidents Day	Labor Day
(if in school calendar)	Thanksgiving Day
Good Friday	Christmas Day

- Section 2 - In addition to the above named holidays, all employees covered by this Agreement employed on an eleven or twelve month basis will receive the following paid holidays:

Independence Day	Christmas Eve Day
Day after Thanksgiving	New Years Eve Day
One holiday during Christmas recess	

- Section 3 - Those employees and only those employees notified to report to work on a holiday by the Superintendent or his designee shall receive the holiday pay, and in addition, pay at time and one-half (1-1/2) for all hours worked on the holiday.

- Section 4 - To be eligible for holiday pay, employees must work their regularly scheduled workday prior to and following such holiday, unless excused from work by written permission of the employee's supervisor, or such employee is on authorized sick leave.

- Section 5 - When these holidays fall on a Saturday or Sunday, they will be observed on the day preceding or following the holiday if school is not in session.

### **ARTICLE 30 – STANDARD WORKWEEK AND OVERTIME PAY**

- Section 1 - The standard workweek for employees covered by this Agreement shall in no event be in excess of forty (40) hours. Employees shall have two consecutive twenty-four (24) hour days, a total of forty-eight (48) consecutive hours off each week, except where overtime is scheduled as set forth in Section 2 of this Article.

- Section 2 - All hours requested and required to work in excess of forty (40) in a workweek shall be compensated as follows:

- a. time and one-half (1.5) the regular hourly rate for those hours in excess of forty (40) hours in a workweek as established in Section 1 of this Article.
- b. in determining hours in excess of forty (40) hours in a workweek, all hours of approved sick leave and holidays shall be included; all hours of personal leave and vacation shall be excluded.

Section 3 - No employee shall work in excess of forty (40) hours in a workweek without the express authority or at the express direction of the Superintendent or his designee. All hours worked in excess of an employee's regularly assigned hours must be pre-approved by the immediate supervisor. This includes, but is not limited to, excess hours for special events and building rentals. In the event of an emergency or unforeseen circumstance requiring an employee to work beyond their regularly assigned hours where, after reasonable efforts, the head custodian is unsuccessful in obtaining pre-approval, the head custodian may authorize such excess hours, provided the head custodian directly notifies the immediate supervisor of the situation as soon as possible the following business day.

Section 4 - Any employee who is otherwise entitled to overtime pay in accordance with Section 3 of this Article may request compensatory time off on a time and one-half basis in lieu of overtime pay. The compensatory time off must be taken, with the supervisor's approval, during the school year in which it is accrued. In no event will an employee accrue more than forty (40) hours of compensatory time in the school year. Compensatory time which is not taken prior to July 31 will convert to overtime compensation.

Section 5 - Those custodial employees who are regularly scheduled to work Saturdays in excess of forty (40) hours per week will use sick leave and personal leave when they are unable to perform their assigned overtime duties. When such employees have to use sick leave to be absent from these regularly scheduled Saturdays, three-fourths (¾) of a day will be deducted. Where such employees choose to use personal leave, three-fourths (¾) of a day will be deducted.

Section 6 - When full-time employees (those employees assigned to a single position of eight (8) contiguous hours) are scheduled to work eight (8) hours per day, a paid one-half (½) hour lunch will be included. An employee who works eight (8) hours as a result of holding two (2) contracts in two (2) separate classifications is not eligible for a paid one-half (½) hour lunch.

Section 7 - In calculating overtime for an employee who holds two (2) contracts, the Board will use the employee's blended rate per Article 25.

Section 8 - Any 7 hour special education paraprofessional assigned to a specific student or group of students will be given a ten (10) minute break in the a.m. and a ten (10) minute break in the p.m., where there are other adults available in the classroom (e.g., aides, teacher or administrator) who can assume coverage/supervision for the student(s).

**ARTICLE 31 – VACATION TIME**

**Section 1** - Vacation for classified employees who are employed by the Board eleven (11) months or more each contract year shall be as follows:

- a. Vacation accumulation shall be based on the eligible employee's anniversary date in the eleven (11)/twelve (12) month position.
- b. Eligible employees shall receive the following vacation days for completing the following years of service:

1-6	years	10 days
7-11	years	15 days
12-14	years	20 days
15-17	years	21 days
18-20	years	22 days
21-24	years	23 days
25-27	years	24 days
28+	years	25 days

**Section 2** - Vacations may not be accumulated and taken in the subsequent year without approval of the Director of Business Affairs or Assistant Superintendent. Employees who are eligible may opt to be paid in lieu of taking vacation upon mutual agreement between the employee and supervisor. No more than five (5) days may be paid in lieu of taking vacation under this option.

**Section 3** - Employees who are entitled to vacation must provide a two (2) week written notice to their immediate supervisor. Except for special circumstances, an employee may not take more than ten (10) consecutive vacation days. All requests for vacation will be subject to the approval of the immediate supervisor. Upon appropriate notice and approval, an employee may take vacation at any time during the year. No more than one (1) custodian per building per shift will be authorized to take vacation at a given point. Normally, scheduled Saturday shifts that fall on a holiday or vacation day will be made up with documentation provided by the affected employee(s).

**Section 4** - An employee who holds two (2) contracts, one (1) of which results in vacation eligibility, will have vacation accumulation based upon the anniversary date in the eleven (11) or twelve (12) month position. Vacation pay will be calculated using the blended weighted rate in accordance with Section 25. Vacation may only be taken during the summer or at a time when the employee is not otherwise obligated to work under their school year contract (e.g., winter or spring breaks or other nonpaid, nonscheduled workdays during the school year).

**ARTICLE 32 – SICK LEAVE CREDIT ACCUMULATION**

**Section 1** - Employees employed by the Board shall be entitled to fifteen (15) days of sick leave with pay for each year under contract, which shall be credited at the rate of

one and one-fourth ( 1¼) days per month of employment. Accumulation of sick days shall be unlimited. In calculating the value of sick leave for an employee who holds two (2) contracts, the blended weighted hourly rate will be used in accordance with Article 25.

Section 2 - Employees may use sick leave for absence due to personal illness, illness or disability associated with pregnancy or delivery of a child, injury, exposure to contagious disease which could be communicated to others and for illness, injury, or death in the employee's immediate family. "Immediate family" means spouse, son (in-law), daughter (in-law), father (in-law), mother (in-law), grandparents (in-law), brother (in-law), sister (in-law), legal guardian or other person who stands in place of a parent, or others who are related to the employee by blood or through marriage. Sick leave must be taken in minimum increments of one-half (½) of the employee's regularly scheduled workday (e.g., minimum of four (4) hours for an eight (8) hour employee).

Section 3 - All employees new to the system shall be advanced five (5) days sick leave. Should any employee leave the system prior to accumulating total sick leave used, such employee shall reimburse the school district at his/her per diem rate for the total number of days absent beyond the amount of sick leave earned. Wherever possible, such reconciliation shall take place by appropriately adjusting the employee's final pay.

Section 4 - Any use of sick leave in excess of (or anticipated to be in excess of) ten (10) consecutive workdays will require a physician's statement describing the reasons for and estimated length of the leave.

Section 5 - When an employee is medically able to return to work after being absent ten (10) consecutive workdays or following a hospitalization, emergency room visit, or a serious health condition that may impact the employee's job performance, she/he shall provide a physician's release to return to work. If a physician statement received per Section 4 releases the employee to return to work on a designated date, the employee will not be required to submit another return to work slip.

Section 6 - The Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated or approved by the Board if the board has concerns about the employee's fitness to return to work. If the second opinion is in conflict with the first, the Board may require, at the Board's expense, that the employee obtain the opinion of a third health care provider who shall be mutually agreed upon by the employee and the Board. The third health care provider's opinion shall be final and binding.

Section 7 - The employee must notify his/her immediate supervisor as soon as possible if the employee will be absent. Unless the employee has a physician's statement specifying the length of the sick leave, the employee must notify his/her supervisor on a daily basis regarding the employee's ability to return to work.

Section 8 - Catastrophic Sick Leave Bank

a. Preamble

The program will be monitored closely by the Catastrophic Sick Leave Bank Committee (hereafter, the "Committee") and evaluated annually. Any decision with regard to the continuation of the program or changes to the program will be made on a consensus basis.

The Catastrophic Sick Leave Bank is funded "by the employees for employees" and is administered by the Committee, which is made up of the President of the Association, Vice President of Association or designee, the Superintendent or designee, and the Treasurer or designee.

An application for the use of sick leave from the bank for the purpose of extending sick leave to an employee who has exhausted his/her own sick leave, personal leave, or vacation and who requires additional sick leave due to the employee's own catastrophic medical condition will be submitted to the Committee for consideration. The Committee's decision to approve or deny the application will be final, non-grieveable, and the Committee will be held harmless. The participation in the Catastrophic Sick Leave Bank as either a donor or participant is voluntary.

b. Definitions

1. "Catastrophic Medical Condition"

An extraordinary debilitating or life-threatening illness or injury resulting in the employee's inability to work for a period of at least 30 continuous work days, with an anticipated need for a continued leave of 30 or more continuous work days. The employee must provide the Committee with certification from the attending physician verifying (1) the existence of such an illness or injury, (2) that the employee's inability to work for the previous 30 continuous work days was directly related to that illness or injury, and (3) the employee will be unable to return to work for 30 or more continuous work days because of that illness or injury. The Committee reserves the right to obtain a second opinion at Board expense.

2. "Participant"

Any bargaining unit member (and exempt central office employee who has donated to the bank) and who is approved for use of sick days donated to the Catastrophic Sick Leave Bank.

3. "Catastrophic Sick Leave Bank" (CSLB)

An escrow account of donated sick leave, reflecting 2 days "banked" for every 3 days donated.

c. Catastrophic Sick Leave Bank Guidelines

1. The participant may not be receiving any other form of pay (e.g., worker's compensation benefits or disability benefits).
2. The participant must have exhausted all other available paid leaves.
3. Where an employee's catastrophic medical condition is anticipated to exceed sixty (60) consecutive days beginning with the first day the employee is sick, the employee must apply for SERS disability when requesting days from the CSLB.
4. The participant must complete a "Catastrophic Sick Leave Bank Request Form." At that point, the employees will be notified by the Committee of the need for contributions to the CSLB.
5. Donors will complete a "Catastrophic Sick Leave Bank Contribution Form." The donor will be notified of the number of sick leave days deducted from the donor's accrued total.
6. Sick day contribution will not affect the perfect attendance of the contributing employee.
7. Participants may donate sick leave days only if they have a minimum of 90 days of accumulated sick leave and may donate only days in excess of those 90 days to a maximum of 15 days per school year in increments of 3.
8. Days received by the participant will reflect the participant's rate of pay and hours worked.
9. A participant, who receives credit pursuant to this section, shall continue to receive and accrue standard sick leave and health insurance.
10. The maximum amount of donated sick leave days that may be used by a participant shall be 60 days for any rolling 12 month period.
11. If a participant is incapacitated, requests for sick leave credits may be submitted by the participant's agent or a member of the participant's family.

12. The District and the Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.
  13. Awarded/donated days will be posted to the employee by pay periods. Only those days needed will be donated, up to the amount awarded by the CSLB Committee.
- d. Termination from Using the Catastrophic Sick Leave Bank
1. Termination of employment with the District
  2. Being on suspension without pay status
  3. Any abuse or misuse of the rules of this Understanding
  4. Being on any other paid leave of absence

### ARTICLE 33 – PERSONAL LEAVE

- Section 1 - All employees shall be granted three (3) days of non-cumulative paid leave each school year to transact personal business which cannot be attended to outside school hours. One of the three (3) days will be “unrestricted” in that it is not subject to the restrictions set forth in Attachment I.

Except for emergencies beyond the employee’s control, notice of absence for personal reasons shall be given to the building principal or immediate supervisor at least five (5) workdays in advance. In the event of such emergencies, the employee shall file the personal leave form as soon as possible following the date(s) of absence.

As used here, “days” mean days on which employees are scheduled to work. Personal leave must be taken in minimum increments of one-half (½) of the employee’s regularly scheduled workday (e.g., minimum of four (4) hours for an eight (8) hour employee).

In calculating the value of personal leave for an employee who holds two (2) contracts, the blended weighted hourly rate will be used in accordance with Article 25. The request form for personal leave shall be attached to this Agreement.

- Section 2 - At the employee’s option, unused personal days shall either be paid to the employee or transferred to the employee’s accumulated sick leave not later than July 30 of each year. Those days to be paid shall be based upon the individual employee’s per diem rate at the time. Any employee who does not use any personal leave will receive one (1) additional sick leave day at the end of the school year.

Section 3 - No more than two (2) employees from any job classification may take personal leave on the same day. Appropriate requests will be approved on a first-come, first-serve basis.

Section 4 - Employees who are newly employed after the start of the school year will have their personal leave prorated as follows:

Hired:	Sept/Oct/Nov	3 days (of which 1 is unrestricted)
	Dec/Jan/Feb	2 days (both restricted)
	Mar/Apr/May	1 day (restricted)

#### **ARTICLE 34 – TUITION WAIVER**

Section 1 - An employee who wishes to enroll their child in the Olmsted Falls Schools, on a tuition free basis, may annually submit a written request to the Superintendent. The Superintendent reserves the discretion to approve or disapprove such a request, depending upon the anticipated or actual enrollment of the particular grade, building, or educational program affected for the particular school year. The receipt of a waiver is a privilege which may be lost if the student is found to be in violation of the District's disciplinary policies or Student Code of Conduct. Any educational costs in excess of the per pupil costs allowed by the State will be the responsibility of the employee. The employee will be responsible for the transportation needs of the student.

#### **ARTICLE 35 – INCENTIVE FOR PERFECT ATTENDANCE**

Section 1 - The Board will pay any employee who has not been absent for any cause other than a funeral for the immediate family (defined for this provision as the nuclear family of parent (step), child (step) or spouse) for an entire quarter of a school year a bonus of one-half (½) day's base pay. This bonus will be paid by the Treasurer on the second pay period following the quarter in which it was earned. Where the employee holds two (2) contracts, an absence for either job will impact on the employee's eligibility for an incentive.

#### **ARTICLE 36 – LAYOFF AND RECALL**

Section 1 - The following procedures will govern layoff and recall of members of this bargaining unit made necessary by decreases in student enrollment, changes in regular and complementary instruction, abolishment of positions, or shortage of funds. The determination to abolish positions or to lay off employees for the stated reasons is a matter solely within the discretion of the Board. Such procedures shall be in compliance with State and Federal laws relating to employment decisions and equal employment opportunity. The number of people affected by layoff will be kept to a minimum by not employing replacements insofar as practicable when employees retire, resign, or vacate a position.

Section 2 - Employees affected by layoff shall be laid off according to seniority within their job classification. In the event of identical seniority within a classification series, employees shall be laid off using seniority within the District as the determiner.

Employees on probationary status within each classification shall be laid off before any regular employee in the classification.

Section 3 - The following shall be used for purposes of defining classification seniority in the event of layoff.

1. Maintenance Worker
  - a. Building Manager
  - b. H-1 Head Custodian
  - c. H-2 Custodian
  - d. Cleaners
  - e. Utility Worker
  - f. Grounds/Maintenance
  - g. Facilities Coordinator
2. Transportation
  - a. Bus Drivers
  - b. Mail Utility Driver
  - c. Transportation Attendant
3. Secretarial
  - a. Secretary/HS Principal
  - b. Secretary/Clerk II
  - c. Central Office Secretary VI
  - d. Sr. High Secretary IV
  - e. Elementary Secretary III
  - f. Clerk III
  - g. Clerk I
  - h. Clerk Ia
  - i. Clerk VII/Bursar
4. Mechanics
5. Library Media Assistant
6. Food Service
  - a. Cafeteria Manager
  - b. Food Preparer
  - c. Food Server
7. Interpreter
8.
  - a. Network Technician
  - b. Technology Assistant
9. Special Education Paraprofessional\*
10. Lunch/Recess Aide
11. Security Manager
12. Home/School Behavioral Specialist Resource Coordinator
13. Before and After School Program
14. Auxiliary Services Personnel

15. EMIS Coordinator

\*However, the laid-off employee shall only be entitled to bump a less senior member of his/her classification if they are determined to hold the requisite ability to perform the job and meet the needs of the student(s) to which they are assigned.

Section 4 - Whenever in the sound discretion of the Board it becomes necessary, for the reasons stated above, to abolish a position currently held by an employee of the District or to reduce the number of support staff of the District in one or more classification series, such employees within each classification series shall be laid off in the inverse order of their appointment in such classification series.

Unless a particular position is abolished, the employee with the least seniority within the classification affected shall be the first employee subject to layoff.

An employee whose position is abolished shall have the right to displace the employee with the least seniority within the classification. An employee who is laid off shall have the right to displace the employee within the next lower classification of the same classification series with the least seniority in that classification if he/she has more seniority than the employee to be displaced. Any employee so displaced shall have the right to displace another employee in the next lower classification of the same classification series with the least seniority in that classification, if he/she has more seniority in the classification series than the employee to be displaced. Such displacement may continue, if necessary, until the employee with the least seniority within the lowest classification of the same classification series has been reached, and if necessary, laid off.

If any employee is laid off from any position in his or her classification series, and that employee has previously served in a classification within another classification series, then that employee may bump the least senior employee in his or her former classification if that employee had more seniority in that classification than the least senior employee in his or her former classification. In this case, the employee will be placed at the salary level which reflects his or her total years of uninterrupted service in the District.

Any laid off or displaced employee unable to displace another employee in the next lower classification within the same classification series is entitled to displace, if he/she has more seniority within the classification series, the employee with the least seniority in the next lower classification in the same classification series, or if unable, in descending order any lower classification in the same classification series.

In determining the rights of an employee whose position has been abolished, the Board shall follow the "order of layoff" designed above in determining which

employee shall be laid off, and such employees shall be treated as, and have the same rights as, any other employees who are laid off.

When an employee is laid off, the name of such person shall be placed at the head of the reinstatement list for the classification series from which that person is laid off and if there is no existing reinstatement list at the time, the name of such person shall constitute one. When two or more such persons have been laid off, whether at the same time or not, their names shall be placed at the head of such reinstatement list in the order of their seniority in the classification series held by them when laid off. Such persons shall be eligible for reappointment for a period of two years thereafter.

It is specifically agreed by the Local and Board that this layoff procedure, including the grievance procedure, shall be the sole remedy for a unit member laid off under the provisions of this Article.

Section 5 - Ten (10) working days prior to the effective date of layoff the Board shall prepare and post in a conspicuous place in each building a list containing the job titles of positions to be laid off and under each job title a list of the employees with the seniority dates with an indication of which employees are to be laid off. A copy of this list shall be provided to the president of the Union. Any employee to be laid off will also be given written notice of such layoff, which will also include the effective date of layoff as well as the reasons for the layoff and a statement advising the employee of his or her rights to reinstatement.

Section 6 - For classifications in which layoffs occur, the Board shall prepare a reinstatement list. The names of all employees having probationary status shall be placed below those of regular employees on the reinstatement list in the reverse order of the layoff of those probationary employees.

Section 7 - When a vacancy occurs in the classification from which layoffs have been made, the position shall be offered to the employee highest on the reinstatement list. The laid off employees shall receive, by certified mail, a notice of reinstatement. While on layoff, the employee shall keep the Board informed as to the current mailing address. The recalled employee shall inform the Board, in writing, of his or her decision to accept or decline the offer of reinstatement within five days of the receipt of the notice of reinstatement.

Section 8 - If the employee accepts reinstatement from layoff status during the two year time period, the employee shall retain all previously accumulated seniority but shall not receive seniority for the period of time laid off.

Section 9 - If an employee accepts reinstatement from layoff status to a position in a classification within the same classification series from which the employee was laid off and the classification to which the employee is reinstated is below the classification from which the employee was originally laid off, the appointment to the position will not remove the employee from the reinstatement list

maintained for the classification from which the employee was originally laid off. The purpose of this provision is to allow an employee to take a position in a lower classification while still maintaining his or her seniority for the purpose of being reinstated to the higher classification within the same classification series.

Section 10 - An employee may be removed from the recall list if he/she waives his/her recall rights in writing, resigns, fails within five (5) working days to accept recall to a position in the classification from which he/she had been laid off, or fails to report to work within ten (10) working days after sending of the notice of recall by certified mail unless documentation is provided of sickness or injury. If the employee declines to accept an offer of reinstatement to the classification from which he or she was laid off, then his or her name will be removed from the reinstatement list.

Section 11 - The Board shall provide an accurate Seniority List of the members of this bargaining unit to the President of the Local.

### **ARTICLE 37 – SEVERANCE PAY UPON RETIREMENT**

Section 1 - Employees who have been in the employ of the Olmsted Falls Board of Education for at least five (5) years who elect to retire and meet the requirement of Ohio Revised Code 124.391, shall be paid a lump sum equal to one-fourth (¼) of the value of accrued but unused sick leave credit, up to a maximum of ninety (90) days .

Section 2 - The employee must present satisfactory evidence to the Treasurer that he/she has been accepted for retirement benefits by the School Employees Retirement System (SERS). After approval of the evidence, the Treasurer will cause a lump sum paycheck to be issued to the retiree within a period of thirty (30) days. Such a payment will be made only once to any employee.

Section 3 - Such a payment shall be based upon the employee's daily rate of pay at the time of retirement, exclusive of overtime or supplementary pay.

Section 4 - Such a payment shall be considered to eliminate all sick leave credit accrued by the employee.

Section 5 - In addition to the above, any employee who at the time of retirement has accumulated more than three hundred sixty (360) days of unused sick leave days will be paid an additional lump sum at the rate of \$40.00 per day for full-time employees (1086 or more hours per year) and \$20.00 per day for part-time employees (less than 1086 hours per year) for each unused sick leave day accumulated beyond the three hundred sixty (360) days, as certified by the Treasurer.

## ARTICLE 38 – RETIREMENT INCENTIVE

Section 1 - Any employee who has not been eligible to retire prior to July 1, 2004 under the School Employees Retirement System (SERS) pursuant to Ohio Revised Code Section 3309.34 and any applicable SERS regulations and who becomes eligible and retires during the life of this Agreement will be eligible for a retirement incentive of forty percent (40%) of the employee's base wage at the time of retirement, excluding overtime, bonuses, extra trips or "extra" compensation if the employee retires at the end of the school year in which the employee first becomes eligible. If the employee has not yet completed 30 years of SERS service and does not retire at the end of the school year in which the employee first becomes eligible (e.g., at 55 with 25 years of SERS service or age 60 with 5 years of SERS service), the employee will have one more opportunity to take advantage of this incentive by retiring during or at the end of the school year in which the employee completes 30 years of SERS service. This incentive, combined with any severance pay entitlement calculated in accordance with Article 37 above will be paid in three (3) installments, with any lump sum severance pay to be issued within thirty (30) days of proof of retirement and 50% of the retirement incentive to be payable the first pay period following the next full fiscal year following the date of retirement (e.g., date of retirement May 1, 2004; first incentive payable first pay in July 2005). The balance of the incentive will be payable the first pay period following two full fiscal years after the employee's effective retirement date (e.g., date of retirement May 1, 2004; second incentive payment is first pay in July 2006). To be eligible for this incentive, the employee must submit a resignation 90 days prior to the employee's date of retirement.

Section 2 - The employee seeking this retirement incentive is responsible for insuring the Board has accurate information regarding the employee's SERS service credit.

Section 3 - If any provision of this Section is held unlawful by a court of competent jurisdiction, then this entire Section shall automatically be null and void from that date forth, and no employee who retires after the date of the court's judgment shall be eligible for any retirement supplement.

## ARTICLE 39 – RETIRE/REHIRE

Section 1 For purposes of salary schedule placement, a bargaining unit member who has previously been employed by this or another district and taken service retirement under an applicable state retirement system (known hereunder as a previously retired employee or "PRE") shall be granted five (5) years service credit. The PRE shall remain at such step for the remainder of his or her employment in the District.

- Section 2 PRE's shall be awarded one-year contracts of employment that shall automatically expire at the end of each school year without requirement for any performance evaluation and without any requirement of notice (written or otherwise) of non-renewal.
- Section 3 PRE's may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.
- Section 4 For purposes of layoff, PRE's shall not accrue seniority and shall have no right of recall.
- Section 5 PRE's shall not carry over any accumulated and unused sick leave from any prior employment.
- Section 6 Current bargaining unit members who qualify for a retirement incentive payment under Article 38 prior to their re-employment as a PRE shall receive such payment in accordance with that provision and shall not forfeit such incentive payment by reason of their subsequent employment as a PRE. Once employed as a PRE, a member shall have no further eligibility for any retirement incentive, severance pay, or sick leave buyout pay upon their final separation from employment as a PRE.
- Section 7 PRE's shall not be eligible to participate in the Board's insurance program offered to Association members under Articles 41-46 herein (health, dental, vision, prescription drug, life insurance, insurance waiver payments) unless they are ineligible to participate in the applicable state retirement system's health plan. If, however, a PRE is eligible for coverage under a health plan provided by their spouse's employer (either with or without premium contributions), they shall remain ineligible under the District plan. PRE's who are ineligible for District coverage under this section may participate in the District plan at their own expense. PRE's are not eligible for insurance waiver payments.
- Section 8 Prior employment by the Board shall be no guarantee of post-retirement employment or a particular assignment if rehired. Re-employment of previously retired employees is solely at the discretion of the Board and shall be done on a case-by-case basis. The decision of the Board to hire or not hire any particular employee as a PRE shall not be subject to the grievance or arbitration provisions of this Agreement.
- Section 9 Except as otherwise modified or limited by the provisions of this Article (either expressly or implied), PRE's shall have the same rights and responsibilities of other bargaining unit members.
- Section 10 All employment of PRE's shall be subject to, and conditioned upon, compliance with the procedures set forth in law for the re-employment of retired persons in the same position.

Section 11 The parties intend for the provisions of this section to supersede, to the maximum extent permitted by law, all sections of the Ohio Revised Code that may be in conflict with this section. These include, but are not limited to, ORC Sections 9.90, 9.901, 124.39, 3317.12, 3319.081, 3319.083, 3319.141, and 3319.172.

**ARTICLE 40 – RETIREMENT NOTIFICATION STIPEND**

Section 1 If, on or before the one year date prior to the employee's retirement, the employee submits his/her resignation letter (for purposes of retirement) to the Superintendent, the employee will receive a stipend in the amount of 5% of his/her last annual gross salary up to a maximum of \$1,000. The amount of the stipend will be spread evenly across all remaining pay periods following board approval of the employee's retirement letter.

**ARTICLE 41– HOSPITALIZATION SURGICAL AND MAJOR MEDICAL INSURANCE**

Section 1 - The Board will provide (Single and Family) health coverage comparable to or better than the MMO Super Med Select coverage in effect as of January 1, 2003 (include dependents through age 25), for participating bargaining unit members. Changes in the insurance coverage, to take effect July 1, 2009 include:

- 30-day mental nervous/drug and alcohol benefit
- No Gatekeeper/Primary Care Physician
- 100% coverage in-network for all covered services with \$5.00 office co-pay, subject to a \$200/\$400 deductible
- Out-of-network benefits subject to a calendar year deductible of \$400/\$800, then 80/20 of the next \$5,000 and 100% thereafter.

Section 2 - The Board shall pay, upon their request, the monthly premium for family and single coverage for those employees under contract in the following manner:

- a. 85% of the premium for those working assigned hours of 1086 or more during their contract period (excluding holidays, extra trips, and overtime);
- b. 48% of the premium for those working assigned hours of 720 to 1086 (excluding holidays, extra trips, and overtime).

Section 3 - Those employees not eligible for a percentage of the premium being paid by the Board may participate in the group health plan upon their request by paying the total cost of the premium for family or single coverage during their contract period.

Section 4 - An employee who is eligible for insurance coverage as a result of holding two (2) contracts will remain eligible for the entire contract year, regardless of whether there is a subsequent reduction in hours as a result of a reduction in force during that contract year. Where an employee's regularly scheduled hours increase

during the contract year, making the employee eligible for coverage, coverage will go into effect immediately.

### ARTICLE 42 – DENTAL INSURANCE

Section 1 - The Board shall provide dental insurance coverage for each employee and his/her eligible dependents which meets or exceeds the specifications below and is equal to the plan in effect for members of the bargaining unit on January 1, 2003.

Section 2 - The Board shall pay, upon their request, the monthly premiums for dental coverage for family and single coverage for those employees under contract in the following manner:

- a. 85% of the premium for those working assigned hours of 1086 or more during their contract period (excluding holidays, extra trips, and overtime);
- b. 48% of the premium for those working assigned hours of 720 to 1086 (excluding holidays, extra trips, and overtime).

Section 3 - Dental Specifications

Maximum Benefits per covered person	\$3,000
Deductible - Individual	\$0 per year
Deductible - Family	\$0 per year

Co-Insurance Amounts – Out-of-Network

Diagnostic and Preventive Services	100% UCR*
Routine Dental Services	80% UCR*
Major Dental Services	50% UCR*
Orthodontic Services	50% UCR*

(\$1,500 out-of-network lifetime maximum)

Co-Insurance Amounts – In-Network

Diagnostic and Preventive Services	100%
Routine Dental Services	90%
Major Dental Services	60%
Orthodontic Services	60%

(\$2,000 in-network lifetime maximum)\*

\* UCR for out-of-network dental/orthodontia services is 90%

Section 4 - An employee who is eligible for insurance coverage as a result of holding two (2) contracts will remain eligible for the entire contract year, regardless of whether there is a subsequent reduction in hours as a result of a reduction in force during that contract year. Where an employee's regularly scheduled hours increase

during the contract year, making the employee eligible for coverage, coverage will go into effect immediately.

#### **ARTICLE 43 – VISION INSURANCE**

- Section 1** - The Board shall provide optical insurance coverage for each bargaining unit member and his/her eligible dependents which provides for an annual benefit of \$400 for frames and lenses for each eligible family member, in addition to an annual eye exam and all of the benefits in effect as of January 1, 2003.
- Section 2** - The Board shall pay, upon their request, the monthly premiums for optical coverage for family and single coverage for those employees under contract in the following manner:
- a. 85% of the premium for those working assigned hours of 1086 or more during their contract period (excluding holidays, extra trips, and overtime);
  - b. 48% of the premium for those working assigned hours of 720 hours to 1086 (excluding holidays, extra trips, and overtime).
- Section 3** - An employee who is eligible for insurance coverage as a result of holding two (2) contracts will remain eligible for the entire contract year, regardless of whether there is a subsequent reduction in hours as a result of a reduction in force during that contract year. Where an employee's regularly scheduled hours increase during the contract year, making the employee eligible for coverage, coverage will go into effect immediately.

#### **ARTICLE 44 – PRESCRIPTION DRUG INSURANCE**

- Section 1** - The Board shall purchase for each eligible bargaining unit member a 10-20-30 drug program (\$10.00 deductible – generic; \$20 deductible – formulary; \$30 deductible – legend), with \$20/\$40/\$60 deductible for maintenance via mail order (90-day supply - generic, formulary or non-formulary).
- Section 2** - The Board shall pay the monthly premium for the prescription drug plan in the following manner:
- a. 85% of the premium for those working assigned hours of 1086 or more during their contract period (excluding holidays, extra trips, and overtime);
  - b. 48% of the premium above for those working assigned hours of 720 to 1086 (excluding holidays, extra trips, and overtime).
- Section 3** - An employee who is eligible for insurance coverage as a result of holding two (2) contracts will remain eligible for the entire contract year, regardless of whether there is a subsequent reduction in hours as a result of a reduction in force during that contract year. Where an employee's regularly scheduled hours increase

during the contract year, making the employee eligible for coverage, coverage will go into effect immediately.

#### **ARTICLE 45 – LIFE INSURANCE**

- Section 1 - The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each employee working twenty (20) or more hours per week in the amount of \$22,000 or twice the eligible employee's salary, whichever is greater. The full cost of this insurance shall be paid by the Board. Employees also may purchase additional coverage, at their cost, in accordance with the terms and limits of the plan.

#### **ARTICLE 46 – WAIVER OF INSURANCE COVERAGE**

- Section 1 - Full-time Bargaining Unit Members working assigned hours of 1086 or more (excl. extra trips, holidays, and overtime) who are currently enrolled in or otherwise eligible for group health coverage under Article 41, who waive, in writing on or before October 1 of each year, the right to such insurances will receive a lump sum payment of One Thousand (\$1,000.00), which payment will be made on the first pay period following completion of that benefit year. In the event 20 full-time employees waive coverage as of October 1, the incentive will increase to \$1,500.00 for that school year. In the event more than 25 full-time employees waive coverage as of October 1, the incentive will increase to \$2,000.00 for that school year. In the event more than 30 full-time employees waive coverage as of October 1, the incentive will increase to \$2,500.00 for that school year. In no event will the incentive be less than \$1,000.00 per school year for employees referenced in this section. Any bargaining unit member who rescinds this waiver during the benefit year will receive no payment for the period of time in which the waiver was in effect. A bargaining unit member who rescinds the waiver due to a change in status during the year will have the ability to be reinstated under the Board's plan. A change in status is defined as a change in marital status, death of a spouse, or loss of insurance benefits of the spouse.

- Section 2 - Part-time Bargaining Unit Members working assigned hours of 720-1086 or more (excl. extra trips, holidays, and overtime) who are currently enrolled in or otherwise eligible for group health coverage under Article 41, who waive, in writing on or before October 1 of each year, the right to such insurances will receive a lump sum payment of Five Hundred (\$500.00), which payment will be made on the first pay period following completion of that benefit year. In the event 25 part-time employees waive coverage as of October 1, the incentive will increase to \$750.00 for that school year. In the event more than 30 part-time employees waive coverage as of October 1, the incentive will increase to \$1,000.00 for that school year. In the event more than 35 part-time employees waive coverage as of October 1, the incentive will increase to \$1,250.00 for that school year. In no event will the incentive be less than \$500.00 per school year for employees referenced in this section. Any bargaining unit member who rescinds this waiver during the benefit year will receive no payment for the

period of time in which the waiver was in effect. A bargaining unit member who rescinds the waiver due to a change in status during the year will have the ability to be reinstated under the Board's plan. A change in status is defined as a change in marital status, death of a spouse, or loss of insurance benefits of the spouse.

Section 3 - If a bargaining unit member's spouse is also employed by the Board of Education, the employee and spouse will only be eligible for family coverage under one of the health insurance plans offered by the Board. This in no way prohibits a spouse's ability to participate in the waiver per Section 1, for employees employed by the District as of July 1, 2000.

Section 4 The Board will make the Waiver of Insurance forms available to the Association before the end of each school year. The Association will be responsible for distributing the form to eligible members. The signed forms must be returned to the Personnel Office by October 1.

#### **ARTICLE 47 – HEALTH CARE EVALUATION COMMITTEE**

Section 1 - The Superintendent will establish a long-range insurance committee consisting of an equal number of representatives from the Association, the administration, and the teaching employees. The Superintendent will appoint a facilitator of the committee. The committee's responsibilities include reviewing insurance costs, exploring program additions/modifications and providing timely information for the negotiations process. The committee will meet at least quarterly with individual committee members having the authority to submit agenda items. No change in the program shall occur except through the negotiations procedure as provided for in Article 11 or under ORC 4117.

Section 2 During the 2011-2012 school year, the Insurance Committee will explore solutions which would result in a reduction of insurance benefits by at least \$200,000. The OFEA and OAPSE executive committees will jointly determine which solution would be presented to the Board of Education for consideration. Recommendations by the executive committees to the Board of Education will be made by March 1, 2012 for implementation by July 1, 2012.

#### **ARTICLE 48 – SALARY SCHEDULES**

Section 1 - Salary schedules as attached.

Section 2 - Prior to July 1, all regularly scheduled employees will receive an annual salary notice that includes the regular hourly rate of pay and number of regularly assigned workdays. In addition to the regularly assigned workdays (per annual salary notice) employees will be expected to attend scheduled in-service meetings at their regular rate of pay.

Section 3 - In order for a newly hired employee to advance on the salary schedule, the employee must be in paid status at least ninety (90) workdays in the first fiscal year of employment. In order for a current employee to advance on the salary

schedule, the employee must be in paid status for a minimum of one hundred twenty (120) workdays for the fiscal year.

#### **ARTICLE 49- MANDATORY SALARY REDUCTION PICK-UP PLAN**

Section 1 - For purposes of establishing an employee's federal and state taxable income, the Treasurer will report a reduction in salary to the Internal Revenue Service in the amount equivalent to the employee's annual contribution paid to the School Employees Retirement System.

The Board's contribution to the School Employees Retirement System and, therefore, the employee's salary for retirement purposes, shall be based on each employee's total wages prior to the reduction described in Item 1 above.

By state law, the employee's taxable income for local income tax shall be based on, total salary prior to the reduction described in the paragraph above.

#### **ARTICLE 50 - DIRECT DEPOSIT**

Section 1 - All employees shall have their pay via direct deposit.

#### **ARTICLE 51 - FAMILY MEDICAL LEAVES OF ABSENCE**

Section 1 - Eligibility

a. An eligible employee may take up to twelve (12) work weeks of unpaid leave ("FMLA Leave") in any school year (July 1 to June 30) for one or more of the following circumstances:

1. the birth of an employee's child and to care for the child;
2. the placement of a child with an employee for adoption or foster care;
3. to care for the spouse, child, or parent of an employee when that family member has a serious health condition;
4. the employee's inability to perform the functions of the position because of the employee's own serious health condition.

b. To be eligible for FMLA Leave, employees must:

1. have been working for the Board for at least 12 months before the leave request (these do not need to be consecutive months); and
2. have worked at least 720 hours during the last twelve (12) months. Full-time employees employed for at least 12 months are presumed to meet this requirement.

- c. In cases in which the Board employs both the husband and wife, the total amount of FMLA is twelve (12) weeks for the couple for the birth or placement of a child.
- d. This policy does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the negotiated agreement. However, consistent with paragraph e, if an employee is entitled to and takes paid sick leave for any circumstances set forth in paragraph a(1)-(4) above, the leave will be treated as and counted against FMLA Leave available under this Article and the employee must comply with the requirements of this Article.
- e. When an employee has been on sick leave for five (5) or more days, if the employee is notified by the Board that said sick leave days qualify as FMLA leave and if the employee does not believe he/she meets the criteria of a serious health condition, the employee must notify the Superintendent/designee within fifteen (15) days of receiving the notice and shall explain why his/her sick leave use does not meet the criteria of a serious health condition. Unless the employee again hears from the Superintendent/designee on this specific situation, the Superintendent/designee will correct the personnel files to reflect that said sick leave use shall not also be considered to be FMLA leave. If the employee does not notify the Superintendent/designee within fifteen (15) days, the correction will not be made.

Section 2 - Notice

- a. The employee shall provide the Superintendent with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the employee's need for leave is foreseeable. If the employee's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement.
- b. Whenever the leave is necessitated by the serious health condition of the employee or her/his family member and is foreseeable based upon planned medical treatment, the employee shall provide the Superintendent with no less than thirty (30) days prior written certification issued by a health care provider to support her/his request for leave. If an employee requires intermittent leave as set forth below, the employee shall provide the Superintendent with no less than thirty (30) days prior written certification. If there is insufficient time to provide such notice because of the need for treatment, the employee shall provide notice as early as possible.

Section 3 - Intermittent Leave and Reduced-Work Schedule

- a. When medically necessary, an employee may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the employee has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
- b. If any other employee requests intermittent leave or a reduced-work schedule to care for the serious health condition of a family member or for the employee's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the Board may, in its discretion, temporarily transfer the employee to an available alternate position with equivalent pay and benefits if:
  1. The employee is qualified for the position and
  2. The position better accommodates recurring periods of leave.

Section 4 - Medical Opinion

An employee who may be eligible for FMLA leave must submit to the Treasurer's office a completed "Certificate of Health Care Provider" form (Appendix L; Dep't of Labor Form WH-380). The Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion is in conflict with the first, the Board may require, at the Board's expense, that the employee obtain the opinion of a third health care provider who shall be mutually agreed upon by the employee and the Board. The third health care provider's opinion shall be final and binding regarding eligibility for an FMLA Leave.

Section 5 - Benefits

The Board shall maintain coverage under the group health plan for the duration of the FMLA Leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium must be made by the first day of each month. The employee shall not accrue seniority, sick, vacation, or personal leaves, or any other employment benefits during the leave period.

Section 6 - Return to Work

- a. When an employee is medically able to return to work after a serious health condition, she/he shall provide the Board with a statement from her/his health care provider that the employee is able to resume the job functions for her/his position.
- b. At the end of an FMLA Leave, the Board shall restore an employee to the same or an equivalent position within a reasonable time. No employee shall be entitled to any greater rights, benefits or employment beyond that

to which the employee would have been entitled had the employee not taken FMLA Leave.

- c. Should an employee not return to work at the end of the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the FMLA Leave period. An employee shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the employee's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return.

Section 7 - Construction

Any ambiguities in this Article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act.

**ARTICLE 52 – DISCIPLINARY PROCEDURES**

- Section 1 - It is specifically agreed by the Union that this disciplinary procedure, including the grievance procedure, shall be the sole remedy for a non-probationary employee suspended or terminated under the provisions of this Agreement, and the disciplinary procedures and grievance provisions shall prevail over laws pertaining to the State Personnel Board of Review to the full extent allowed under the provisions of Section 4117.10 of the Ohio Revised Code. Accordingly, the parties agree that the State Personnel Board of Review shall have no jurisdiction to hear appeals relating to such action. Such action shall be subject to the grievance procedure set forth in this Agreement.

- Section 2 - The principles of progressive discipline shall be followed. However, offenses of a serious nature may result in discipline, up to and including termination, without regard to previous reprimands or discipline.

- a. For a first offense warranting progressive discipline, an employee may be given an "oral" or "written" warning by his/her supervisor.
- b. For a second offense, the employee shall be given a written reprimand or warning which will be placed in his/her personnel file.
- c. For a third offense, the immediate supervisor shall request an administrative hearing conducted by the Superintendent or designee. The Superintendent may suspend the employee, or recommend termination.

- d. Serious incident or danger. If an employee poses a serious danger to other persons or Board of Education property, the Superintendent or designee may suspend the employee without pay for up to five (5) working days pending an administrative hearing.
- e. Where an employee holds two (2) contracts, any discipline related to job performance will apply only to the specific job in question. Where the discipline is for other than job performance and warrants suspension without pay or termination, the discipline will apply to both contracts.

Section 3 - Administrative Hearing Procedures

1. The administrative hearing will be conducted by the Superintendent or designee.
2. The employee will be given a letter announcing the time and place of a hearing; an opportunity to change the hearing time, if necessary; and the letter will state the charges and reason for hearing.
3. The employee will be notified that they may have union representation of their choice present at the hearing. They must notify the hearing officer or their representative one (1) day prior to the hearing.
4. A copy of the hearing notice will be sent to the union president, as well as any decision after the hearing.
5. The supervising Administrator requesting the hearing will be present at the hearing, as well as any necessary witnesses needed to provide facts and/or information concerning the hearing.
6. The hearing officer will render a decision within five (5) working days to the employee and the union president or representative which will state the disciplinary action being taken.
7. It is understood that the employee has the right to present a written rebuttal for his/her personnel file at any step of the disciplinary procedure.

**ARTICLE 53 – PARENTING LEAVE**

- Section 1 - An employee will be granted an unpaid parental leave of absence for up to one (1) year, provided the request for leave is submitted within twelve (12) months following the birth, adoption, or foster placement of a child. If the employee is receiving group health coverage under Article 41 of this Agreement, such coverage will continue with the Board and employee paying their respective portions of the insurance premium for the first twelve (12) workweeks. If the employee opts to continue group health coverage after twelve (12) workweeks of unpaid leave, the employee is responsible for reimbursing the Board in advance on a monthly basis the applicable premium rates. The employee must notify the

Superintendent/designee no later than March 1 if the requested absence will continue into the next school year.

#### **ARTICLE 54 – GENERAL LEAVE**

- Section 1 - The Board may grant an unpaid leave of absence for up to two (2) school years upon an employee's written request. If such leave is granted, the employee, at his/her own expense, may continue to participate in group health insurance programs available to the Board by reimbursing the Board, in advance on a monthly basis, the applicable premium rates. Upon return from the approved leave, the employee will be entitled to reinstatement in the same or substantially, equivalent position as held prior to the leave. The employee must notify the Superintendent/designee no later than March 1 of each year of the leave if the requested absence will continue into the next school year.

#### **ARTICLE 55 – VOLUNTARY TRANSFER**

- Section 1 - A voluntary transfer will be granted upon mutual agreement among the affected employees, OAPSE, the immediate supervisor, and building principal. A one (1) week grace period will be given after which any of the affected employees may rescind the voluntary transfer, resulting in all affected employees returning to their previously held positions. Voluntary transfers can only be applied for once each school year.

#### **ARTICLE 56 – INVOLUNTARY TRANSFER**

- Section 1 - An involuntary transfer will be made only after an employee's seniority and experience are considered and the reasons for the transfer are discussed with the employee by the Superintendent or his designee at least five (5) working days prior to the effective date of the transfer. It is recognized that, while seniority and experience are important, there are other significant factors to consider.

#### **ARTICLE 57 – WORKERS' COMPENSATION**

- Section 1 - Any injury occurring on the job must be immediately reported to the injured employee's supervisor or a building principal and an accident report must be completed. If medical attention is required, the employee will complete the appropriate application for workers' compensation benefits. The employee is responsible for filing the application form with the Bureau of Workers' Compensation. The employee shall have the option to use sick leave or apply for temporary total disability benefits. Any award of lost wages by the Bureau of Workers' Compensation will be offset by any compensation received through the use of sick leave.

#### **ARTICLE 58 – EVALUATION PROCEDURES**

- Section 1 - Employees will be formally evaluated at least one (1) time per contract year in accordance with the written non-transportation and transportation evaluation

forms as attached. Any employee on a limited contract (*e.g.*, a one (1) or two (2) year contract) must be formally evaluated at least two times per contract year. For school year employees, the first evaluation must be completed on or before the end of the first semester. The second evaluation must be completed on or before May 15. For eleven (11) and twelve (12) month employees, the first evaluation must be completed on or before December 31. The second evaluation must be completed on or before June 1.

Section 2 - Employees will be formally evaluated by their immediate supervisor. The immediate supervisor may obtain input from others, as appropriate. Informal feedback concerning the employee's work performance may be given by the employee's lead worker or immediate supervisor at any time during the work year. Where an employee holds two contracts, he/she will be formally evaluated by each of his/her immediate supervisors for the respective jobs. The evaluation will include a fair and reasonable observation of the employee which shall be conducted openly and with full knowledge of the employee.

Section 3 - Employee work performance shall be monitored by the employee's lead worker and immediate supervisor. The lead worker (*i.e.*, bargaining unit member Head Custodian, Cafeteria Manager, Director, *etc.*) shall not have disciplinary authority over co-worker(s) under their jurisdiction, but shall assist in directing their activities and consulting with the immediate supervisor concerning work performance. They shall not be empowered to discipline or effectively recommend discipline, but shall assist in the overall evaluation of the co-worker's job performance. At the discretion of the administration, lead workers may also be involved in hiring procedures as a participant to a panel of interviewers, but shall not be involved in the screening of internal applicants or the final selection of successful candidate(s).

The employee's immediate supervisor (*i.e.*, non-bargaining unit Principal, Director of Business Affairs, Food Service Director, *etc.*) shall have authority to discipline employees or to effectively recommend disciplinary action be taken, to evaluate the performance of bargaining unit members, including the lead worker, and to recommend actions to improve the employee's performance.

Section 4 - Each evaluation will be reviewed with the employee. The employee may reply in writing to the evaluation. A copy will be issued to the employee and a copy will be retained by the Supervisor for his/her file. Any negative evaluation shall include recommendations for improvements and provisions for assistance to the employee in implementing any recommendations made. The supervisor will submit a written plan for correcting the deficiencies, which will include ways in which the supervisor can assist the employee in correcting those deficiencies. The plan will include a reasonable time between evaluations to allow time for improvement in the area of performance deficiency. Deficiencies regarding an employee's failure to adhere to reasonable work rules or for other deficiencies as observed by the supervisor or investigated by the supervisor and found to have merit, must be put in writing and provided to the employee within five (5)

workdays after the deficient performance was observed or verified. The deficiencies must be included in any plan for correction of deficiencies and shall include a reasonable time period for correction. All such materials will be signed by the employee. The signing of such material does not necessarily mean the employee is in agreement with the evaluation.

Section 5 - Any alleged violation of the procedural aspects of the nonrenewal or evaluation of limited contract employees shall be subject to binding arbitration. Substantive decisions regarding just cause nonrenewal will not be subject to binding arbitration. An employee shall be entitled to Association representation at any conference held during this evaluation procedure in which the employee will be advised of an impending adverse personnel action.

Section 6 - "Deficiency" is defined as a "1" or "2" rating on the Transportation Form or a "Needs Improvement" or "Unsatisfactory" on the Support Staff Appraisal Form.

#### **ARTICLE 59 – DRUG AND ALCOHOL TESTING**

Section 1 - In compliance with the Drug-Free Schools and Community Act and Board policy, no employee will unlawfully possess, use or distribute illicit drugs or alcohol on school premises, while working, or at any place where school activities are held.

Section 2 - The Board reserves the right to require an employee to undergo medical testing for alcohol and/or drug use if it has reasonable suspicion to believe, based on specific, objective facts, that the employee is under the influence of alcohol and/or drugs or has used such substances on Board property or if the employee is involved in a work-related accident resulting in physical injury and/or injury to property in excess of two hundred dollars (\$200.00).

Section 3 - The types of tests that may be used include breathalyzer, blood test, and urinalysis. No medical test will be administered without the written consent and release of the employee. A refusal to submit a written consent to medical testing under the conditions outlined in this Article will be deemed insubordination and will result in termination, subject to any appeals under the grievance procedure in Article 16. If a medical test shows the presence of alcohol or an illegal or legal mood-altering drug, the Board will request a confirmation test to insure the accuracy of the test results.

Section 4 - Any confirmed positive test results may result in disciplinary action, in accordance with the terms of this Agreement, including suspension without pay or termination, subject to any appeals under the grievance procedure in Article 16. The employee may also be required to participate in a rehabilitation program monitored by the board and MRO. The specific procedures for drug and alcohol testing are appended to this Agreement as Attachment B.

Section 5 - Mandatory drug and alcohol testing of CDL license holders will be governed in accordance with Board Policy No. 4162.

Section 6 - Any employee who is required to submit to testing outside of the employee's workday will be paid an additional two (2) hours at their regular rate of pay.

*[Sections 2 through 4 will be implemented at such time that these provisions apply to all employees in the District.]*

#### ARTICLE 60 – SENIORITY

Section 1 - Seniority within a classification series is defined as the uninterrupted length of continuous service with the Board of Education, in that classification series, computed from the employee's latest date of hire into the classification series. Seniority within the District is defined as the uninterrupted length of continuous service with the Board of Education computed from the employee's latest date of hire. Should there still remain identical seniority, seniority shall be determined by the date upon which the Board received the employee's application for employment with the District. Should a tie remain thereafter, previous service with the District shall be considered. If a tie still remains, flip of the coin shall determine which employee is retained. Authorized leaves of absence do not constitute an interruption in continuous service but do not count toward seniority.

#### ARTICLE 61 – CAFETERIA PROVISIONS

Section 1 - The High School Cafeteria Manager will receive additional compensation of \$1,200. All other Cafeteria Managers will receive additional compensation of \$1,000 for performing their duties and responsibilities.

Section 2 - Cafeteria Managers and cafeteria staff will receive an additional stipend, if net sales for the entire Food Service Department exceed \$5,000.00 after an adjustment to eliminate any sales increases due to rising costs of lunch tickets and after 25% of net revenue is set aside for a rainy day fund.

The Board and Association agree the following formula will determine the stipend, if any, to be awarded to the Cafeteria staff:

1. If the total net gain is less than \$5,000.00 no additional stipend is awarded.
2. If the total net gain is greater than \$5,000.00 but less than or equal to \$15,000.00, the stipend is 1% of the employee's salary or a flat rate of \$50.00, whichever is greater.
3. If the total net gain is greater than \$15,000.00 but less than or equal to \$25,000.00, the stipend is 1.5% of the employee's salary or a flat rate of \$100.00, whichever is greater.
4. If the total net gain is greater than \$25,000.00 but less than or equal to \$35,000.00, the stipend is 2% of the employee's salary or a flat rate of \$150.00, whichever is greater.

5. If the total net gain is greater than \$35,000.00 but less than or equal to \$50,000.00, the stipend is 3% of the employee's salary or a flat rate of \$200.00, whichever is greater.
6. If the total net gain is greater than \$50,000.00, the stipend is 4% of the employee's salary or a flat rate of \$250.00, whichever is greater.

If Cafeteria staff qualify for an additional stipend, it will be paid the second pay period in September.

Section 3 - Notwithstanding Article 25, Section 3, when a food server substitutes for a food preparer, at the direction of the Cafeteria Manager or Food Service Director, that server will be paid at Step A of the food preparer's salary schedule. Payment will be made in minimum increments of one (1) hour if the assignment exceeds thirty (30) minutes per shift.

Section 4 - In the event of an emergency or unforeseen circumstances requiring an employee to work beyond their regularly assigned hours and the supervisor is unavailable, the Cafeteria Manager may authorize such excess hours provided the Cafeteria Manager directly notifies the immediate supervisor of the situation as soon as possible the following business day.

Section 5 - The Board of Education will pay up to Fifty Dollars (\$50) annually for shoes purchased from a mutually agreed upon vendor.

Section 6 - Whenever the Food Service Department is requested or hired to cater an internal or external event, notice of the event will be posted at the earliest possible time in all Food Service Department Cafeterias. Interested employees who sign up to work catering events at the beginning of the school year will be given first opportunity to work the available event. Opportunities will be rotated among food service workers. If insufficient food service workers apply to work a specific event, then the Food Service Director may utilize Board-approved food service substitute employees. Thereafter, trained and interested members of the bargaining unit may be used as servers, paid at the substitute rate.

The Board shall create the position of Event Coordinator. An Event Coordinator shall be assigned to each catering event. Only Cafeteria Managers and Food Service Preparers shall be eligible to become an Event Coordinator. In addition to their regular hourly rate, Event Coordinators shall receive a stipend of ten dollars (\$10.00) per hour for each hour of the event they cover in that capacity. To become an Event Coordinator and eligible for the stipend, the Food Service Preparer or Cafeteria Manager must obligate themselves to working no less than three (3) events per school year. The Food Service Director shall make the assignment of the Event Coordinator for each catering event. Food Service Servers and Preparers shall be entitled to a stipend of five dollars (\$5.00) per hour in addition to their regular hourly rate for each hour they work a scheduled

event. Qualified bargaining unit members used as substitutes will receive a five dollar (\$5.00) stipend in addition to the substitute hourly rate.

**ARTICLE 62 – TIME ESTABLISHMENT FOR SHIFT DIFFERENTIALS**

Section 1 - Exclusive of the Building Manager, who will work an overlapping, flexible schedule, shift differentials will be paid as follows:

First Shift: All employees who are scheduled to begin work between 6:00 a.m. and 1:59 p.m.

Second Shift: All employees who are scheduled to begin work between 2:00 p.m. and 9:59 p.m.

Third Shift: All employees who are scheduled to begin work between 10:00 p.m. and 5:59 a.m.

**ARTICLE 63 – LABOR MANAGEMENT COMMITTEE**

Section 1 - The Board and OAPSE shall create a labor/management committee. The committee shall not deal with grievances or negotiation issues. The labor representatives of the committee shall be appointed by the President of OAPSE and the Board representatives to the committee shall be appointed by the Superintendent. Meetings will be held on a regularly scheduled basis.

**ARTICLE 64 – SECTION 125 PLAN**

Section 1 - Employees will be offered the opportunity to receive information about this option. It is understood that each individual's unique circumstances may make this Section 125 Plan more or less attractive as an option.

Section 2 - Third-Party Administrators

The parties agree that the BOE shall have the sole authority to select and contract with a Third-Party Administrator to manage and administrate the Section 125 Plan. It is understood that the BOE will enter into an agreement with the Mutual Health Services Company for the initial contract period.

Section 3 - Employee Paid Charges

Section 4 The parties agree that those employees who enroll in the Section 125 Plan will be charged for administrative fees through payroll deduction. Through June 30, 2014, the Board will pay each employee who chooses to use the Section 125 plan and completes a Heath Risk Assessment each year a lump sum of \$60 in the last pay in January. - Enrollment

To enroll, an eligible employee shall also be required to execute a Salary Redirection Agreement during the Election Period for the Plan Year during

which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the employee's effective date of participation.

Section 5 - Termination of Participation

A participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- a. His termination of employment;
- b. His death;
- c. The termination of this Plan.

Section 6 - Termination of Employment

If a participant terminates employment with the employer for any reason other than death, his participation in the Plan shall be governed in accordance with the following:

- a. With regard to the Dependent Care Assistance Program, the participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such participant may submit claims for employment related Dependent Care Expense reimbursements for the remainder of the Plan Year in which such termination occurs, based on the level of his Dependent Care Assistance Account as of his date of termination.
- b. With regard to the Health Care Reimbursement Plan, the participant's participation in the Plan shall continue for the remainder of the Plan Year in which such termination occurs. The participant may continue to seek reimbursement from the Health Care Reimbursement Fund and shall be required to make contributions to the fund based on the elections made prior to the beginning of the Plan Year. However, such contributions after termination of employment shall be payroll deducted in a lump sum from the participant's final pay. If termination from the Plan is due to non-renewal of the employee's contract, death or involuntary termination, the employer will fund the participant's account based on the elections made prior to the beginning of the Plan Year.

Section 7 - Death

If a participant dies, his participation in the Plan shall cease. However, such participant's beneficiaries, or the representative of his estate, may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. A participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the administrator may designate the participant's spouse, one of his dependents or a representative of the estate.

Section 8 - Salary Redirection

Benefits under the Plan shall be financed by Salary Redirection sufficient to support benefits that a participant has elected hereunder and to pay the participant's premium expenses. The salary administration program of the employer shall be revised to allow each participant to agree to reduce his pay during the Plan Year by an amount determined necessary to purchase the elected benefit. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the participant's elections made.

**ARTICLE 65 – MILITARY LEAVE**

- Section 1 - Employees on military leaves, including reservists called to active duty, have the right to re-employment upon completion of military service granted upon terms and conditions and to the extent specified by Ohio Revised Code Section(s) 3319.14, 5923.05, or other applicable state or federal law. Each bargaining unit member on military leave may receive a salary equal to the difference between his/her expected salary and that of his/her replacement. Service credit shall be given the same as if the bargaining unit member on military leave was working in the system. A bargaining unit member on military leave may continue at his/her expense all fringe benefits at the group rate.

**ARTICLE 66 – CUSTODIAL ROTATIONS**

- Section 1 - Each building will establish a seniority listing of custodian/utility workers for weekend extracurricular activities resulting in overtime. The high seniority custodian/utility worker will be offered first opportunity for overtime. If the most senior employee does not choose the overtime, it will be offered to the next highest seniority person. All custodian/utility workers will have the opportunity to participate in overtime. The rotation will start at the top of the list with the individual with the greatest seniority and work down to the individual with the least seniority in each building. In order for a custodian/utility worker to be assigned to the seniority list in a building, that individual must have been regularly employed at least one (1) year as a custodian/utility worker.
- Section 2 - It will be necessary at the high school and middle school for the first shift custodian/utility workers to be able to work with the computerized program to set the heating and cooling cycles as required for Saturday/Sunday activities. Custodian/utility workers with previous experience in buildings, other than their current building assignment, may request to be placed on the extracurricular overtime seniority rotation list for each building with which they have previous experience in addition to their current building assignment.

Section 3 - Saturday overtime for specific building maintenance will be assigned on a rotational basis, separate from the extracurricular rotation, and will be shared by only those custodians assigned to that specific building. If the building maintenance rotation timeframe conflicts with the extracurricular rotation, building maintenance rotation will take priority and that person shall decline the extracurricular rotation. A person may elect to also accept extracurricular rotation on the same day as maintenance rotation provided the times do not conflict.

**ARTICLE 67 – STIPENDS FOR ADDITIONAL EDUCATION OR CERTIFICATIONS**

Section 1 - In the event that a supervisor and bargaining unit member agree that an additional credential, course, workshop or certification would be important to the performance of that employee’s job responsibilities, the following stipend may be awarded for the duration of the employee’s contract in that position. **Prior** to accepting a “similar” position, the employee should request continuation of their stipend(s) with their potential “new” supervisor.

Level #1	\$100.00
Level #2	\$200.00
Level #3	\$300.00
Level #4	\$400.00
Level #5	\$500.00

Section 2 - This stipend will be paid in quarterly increments and will commence on the second pay period following the quarter in which it was earned. (i.e., Level 1 stipend earned December 12<sup>th</sup>, will be paid \$25.00 on January 30<sup>th</sup>, April 30<sup>th</sup>, July 30<sup>th</sup>, and October 30<sup>th</sup>.)

Section 3 - The costs associated with the completion of an agreed upon credential, course, workshop or certification, may or may not be assumed by the District. This will be determined by the bargaining unit member’s supervisor.

Section 4 - A bargaining unit member who completes an agreed upon credential, course, workshop or certification should, in no way, assume entitlement to other OAPSE or District positions, as a result of their participation.

Section 5 - Credentials, courses, workshops or certifications required by State or Federal mandates to maintain status, are the responsibility of the bargaining unit member and not subject to stipend consideration under this Article.

Section 6 - Prior to registration, attendance, or payment for an agreed credential, course, workshop, or certification, a “Stipend Authorization Form” must be completed by both the Supervisor and OAPSE member, with copies distributed to both parties and the Personnel Department.

ARTICLE 68- SIGNATURES

Section 1 - This document is a consolidation of all other prior Agreements and Memoranda of Understanding between the parties. Neither party will be obligated to negotiate with the other party for the three (3) year period of this Agreement.

*Linda Maloney*  
\_\_\_\_\_  
President  
OAPSE, Local 361

*Todd F. Hoadley*  
\_\_\_\_\_  
Superintendent  
Olmsted Falls City Schools

## **ATTACHMENT A**

### **CONSENSUS STATEMENTS**

#### **SUPERVISION OF EMPLOYEES UNDER MULTIPLE CONTRACTS**

Where an employee holds two contracts, any conflicts in the employee's scheduling with regard to training, in-service, or competing demands between the two positions (*e.g.*, a bus driver who is being asked to take an extra trip during the time the driver would otherwise be performing the duties of a cleaner outside the school day) will be resolved by the employee's supervisors. It is the employee's responsibility to insure that his/her supervisors are aware of any situations which may cause a potential conflict. An employee who holds multiple contracts must be available to participate in scheduled in-service programs or other training related to either of the contracts.

#### **CONTAGIOUS DISEASES**

In order to address the concerns of OAPSE regarding staff members' possible exposure to students who have contagious diseases, representatives designated by OAPSE will meet with the Director of Student Services and the school nurse to discuss appropriate training and develop protocols that will better enable the staff to identify and appropriately respond to concerns regarding students with contagious diseases.

#### **FOOD SERVICE**

The parties hereby agree that the following solutions reached regarding the Food Service Department shall be implemented without direct inclusion in the negotiated Agreement:

- Job duties and activities shall be more clearly defined for each position covered under the bargaining unit.
- A representative list of those duties shall be created and posted.
- Cafeteria workers' concerns will be directed and delivered to the Food Service Director in a timely manner.
- Cafeteria Managers will monitor performance and insure work is being performed appropriately.
- The District pledges to subsidize the cost of student volunteers for Cafeteria catering functions via donations to student groups associated with the school.
- The Cafeteria Manager will maintain a log reflecting the dates and times a Food Server is assigned to Food Preparer and the nature of the work requiring that assignment. The purpose of the log is to better assess adequacy of staffing levels/needs.

## ATTACHMENT B

### OLMSTED FALLS CITY SCHOOLS Home School Behavior Specialist Resource Coordinator Salary Schedule

Effective:	Step	7/1/2011-6/30/2014
	A	\$18.77
	B	\$19.33
	C	\$19.90
	D	\$20.49
	E	\$21.07
	F	\$21.69
	G	\$22.34
	H	\$22.98
	I	\$23.65
	J	\$24.31
	K	\$25.01
Year		
	15	\$25.78
	20	\$26.54
	25	\$26.94

Home School Behavior Specialist Resource Coordinator to work buildings and hours as assigned.

## ATTACHMENT B

### OLMSTED FALLS SCHOOLS Facilities Coordinator Salary Schedule

Effective:	Step	7/1/2011-6/30/2014
	A	\$27.08
	B	\$27.54
	C	\$28.14
	D	\$28.65
	E	\$29.27
	F	\$29.84
	G	\$30.39
	H	\$30.87
	I	\$31.34
	J	\$32.09
	K	\$32.70
Pre-1997 Hire Date:		
	12	\$33.48
	15	\$33.98
	18	\$34.46
	20	\$34.99
	25	\$35.51
After 1-1-1997 Hire Date:		
	15	\$33.48
	20	\$33.98
	25	\$34.49

Facilities Coordinator to work buildings and hours as assigned.

## ATTACHMENT B

### OLMSTED FALLS CITY SCHOOLS

#### Building Manager Salary Schedule

(BOILER LICENSE REQUIRED)

Effective:	Step	7/1/2011-6/30/2014
	A	\$20.36
	B	\$20.85
	C	\$21.44
	D	\$21.95
	E	\$22.57
	F	\$23.13
	G	\$23.68
	H	\$24.16
	I	\$24.65
	J	\$25.38
	K	\$26.01
Pre-1997 Hire Date:		
	12	\$26.78
	15	\$27.27
	18	\$27.79
	20	\$28.30
	25	\$28.72
After 1-1-1997 Hire Date:		
	15	\$26.78
	20	\$27.27
	25	\$27.68

Custodians to work building(s), shifts and hours as assigned.

Note: Add \$600 for boiler license if assigned as head custodian.

Add \$400 for boiler license.

Add \$0.50 per hour for second shift (those starting between 2:00pm and 9:59pm).

Add \$0.75 per hour for third shift (those starting between 10:00pm and 5:59am.)

All regularly assigned twelve (12) month employees will work a minimum of two hundred fifty-nine (259) days per year.

The work schedule of the Building Manager will be flexible to enable the employee to effectively manage employees assigned to all shifts.

## ATTACHMENT B

**OLMSTED FALLS SCHOOLS  
H-1 Custodian-High School, Middle School  
Elementary School Salary Schedule  
(Boiler License Required)**

Effective:	Step	7/1/2011-6/30/2014
	A	\$17.41
	B	\$17.91
	C	\$18.50
	D	\$19.01
	E	\$19.63
	F	\$20.21
	G	\$20.74
	H	\$21.22
	I	\$21.70
	J	\$22.47
	K	\$23.08
<b>Pre-1997 Hire Date:</b>		
	12	\$23.82
	15	\$24.33
	18	\$24.84
	20	\$25.35
	25	\$25.73
<b>After 1-1-1997 Hire Date:</b>		
	15	\$23.82
	20	\$24.33
	25	\$24.69

Custodians to work building(s), shifts, and hours as assigned.

Cleaners to work building(s), shifts, and hours as assigned.

Note: Add \$600 for boiler license if assigned as head custodian.

Add \$400 for boiler license.

Add 50¢ per hour for second shift (those starting between 2:00 p.m. and 9:59 p.m.).

Add 75¢ cents per hour for third shift (those starting between 10:00 pm and 5:59 am).

All regularly assigned twelve (12) month employees will work a minimum of two hundred fifty-nine (259) days per year.

## ATTACHMENT B

### OLMSTED FALLS SCHOOLS H-2 Custodian Salary Schedule

Effective:	Step	7/1/2011-6/30/2014
	A	\$16.03
	B	\$16.48
	C	\$16.98
	D	\$17.41
	E	\$17.96
	F	\$18.55
	G	\$18.97
	H	\$19.42
	I	\$19.85
	J	\$20.54
	K	\$21.06
Pre-1997 Hire Date		
	12	\$21.70
	15	\$22.20
	18	\$22.65
	20	\$23.11
	25	\$23.46
After 1-1-1997 Hire Date:		
	15	\$21.70
	20	\$22.20
	25	\$22.53

Custodians to work building(s), shifts and hours as assigned.

Cleaners to work buidling(s), shifts and hours as assigned.

Note: Add \$600 for boiler license if assigned as head custodian.

Add \$400 for boiler license.

Add \$0.50 per hour for second shift (those starting between 2:00 p.m. and 9:59 p.m.)

Add \$0.75 per hour for third shift (those starting between 10:00 p.m. and 5:59 a.m.).

All regularly assigned twelve (12) month employees will work a minimum of two hundred fifty-nine (259) days per year.

## ATTACHMENT B

### **OLMSTED FALLS SCHOOLS C-2 Cleaners Salary Schedule (Pre January 1, 1997 Hire Date)**

Effective:	Step	7/1/2011-6/30/2014
	A	\$13.40
	B	\$13.83
	C	\$14.30
	D	\$14.73
	E	\$15.22
	F	\$15.73
	G	\$16.13
	H	\$16.54
	I	\$16.98
	J	\$17.61
	K	\$18.03
Year		
	12	\$18.69
	15	\$19.09
	18	\$19.55
	20	\$20.01
	25	\$20.31

Custodians to work building(s), shifts, and hours as assigned.

Cleaners to work building(s), shifts, and hours as assigned.

Note: Add \$600 for boiler license if assigned as head custodian.

Add \$400 for boiler license.

Add 50¢ per hour for second shift (those starting between 2:00 p.m. and 9:59 p.m.).

Add 75¢ cents per hour for third shift (those starting between 10:00 p.m. and 5:59 a.m.).

## ATTACHMENT B

**OLMSTED FALLS SCHOOLS**  
**C-2 Cleaners Salary Schedule**  
*(Newly Employed on or after January 1, 1997)*

Effective:	Step	7/1/2011-6/30/2014
Step	A	\$12.90
	B	\$13.17
	C	\$13.41
	D	\$13.70
	E	\$13.96
	F	\$14.24
	G	\$14.54
	H	\$14.83
	I	\$15.14
	J	\$15.44
	K	\$15.75
Year	15	\$16.07
	20	\$16.39
	25	\$16.63

Custodians to work building(s), shifts, and hours as assigned.

Cleaners to work building(s), shifts, and hours as assigned.

Note: Add \$600 for boiler license if assigned as head custodian.

Add \$400 for boiler license.

Add 50¢ per hour for second shift (those starting between 2:00 p.m. and 9:59 p.m.).

Add 75¢ cents per hour for third shift (those starting between 10:00 p.m. and 5:59 a.m.).

## ATTACHMENT B

### OLMSTED FALLS SCHOOLS Grounds/Maintenance Salary Schedule

Effective:	Step	7/1/2011-6/30/2014
	A	\$17.92
	B	\$18.32
	C	\$18.83
	D	\$19.25
	E	\$19.76
	F	\$20.23
	G	\$20.64
	H	\$21.07
	I	\$21.52
	J	\$22.12
	K	\$22.54
Pre-1997 Hire Date:		
	12	\$23.15
	15	\$23.68
	18	\$24.10
	20	\$24.56
	25	\$24.93
After 1-1-1997 Hire Date:		
	15	\$23.15
	20	\$23.68
	25	\$24.03

Grounds/Maintenance to work buildings and hours as assigned.

## ATTACHMENT B

### OLMSTED FALLS SCHOOLS Mail-Utility Driver/Utility Worker Salary Schedule

Effective:	Step	7/1/2011-6/30/2014
	A	\$14.29
	B	\$14.66
	C	\$15.16
	D	\$15.58
	E	\$16.08
	F	\$16.55
	G	\$16.98
	H	\$17.41
	I	\$17.89
	J	\$18.46
	K	\$18.89
Pre-1997 Hire Date:		
	12	\$19.53
	15	\$20.01
	18	\$20.46
	20	\$20.89
	25	\$21.20
After 1-1-1997 Hire Date:		
	15	\$19.53
	20	\$20.01
	25	\$20.31

Mail-Utility Driver/Utility Worker to work hours as assigned.

**ATTACHMENT B**

**OLMSTED FALLS SCHOOLS  
Mechanic Salary Schedule**

Effective:	Step	7/1/2011-6/30/2014
	A	\$17.26
	B	\$17.82
	C	\$18.30
	D	\$18.88
	E	\$19.51
	F	\$20.02
	G	\$20.50
	H	\$21.02
	I	\$21.71
	J	\$22.33
	K	\$22.94
Pre-1997 Hire Date:		
	12	\$23.53
	15	\$24.17
	18	\$24.74
	20	\$25.24
	25	\$25.62
After 1-1-1997 Hire Date:		
	15	\$23.53
	20	\$24.17
	25	\$24.53

Mechanic to work hours as assigned.

## ATTACHMENT B

### OLMSTED FALLS SCHOOLS School Bus Driver Salary Schedule

Effective:	Step	7/1/2011-6/30/2014
	A	\$16.95
	B	\$17.37
	C	\$17.90
	D	\$18.32
	E	\$18.86
	F	\$19.42
	G	\$19.85
	H	\$20.31
	I	\$20.76
	J	\$21.42
	K	\$21.97
Pre-1997 Hire Date:		
	12	\$22.65
	15	\$23.11
	18	\$23.57
	20	\$24.01
	25	\$24.37
After 1-1-1997 Hire Date:		
	15	\$22.65
	20	\$23.11
	25	\$23.46

Kindergarten Rate: Actual driving time plus 1/2 hour at regular rate.

Charter Rate: \$13.91 per hour.

Bus drivers to work hours as assigned.

Upon satisfactory completion of the Basic Bus Driver Training Course, a driver shall receive a one-time stipend of \$25.00.

A driver shall receive a stipend of \$100 in any year in which the driver satisfactorily completes the CDL recertification.

## ATTACHMENT B

### OLMSTED FALLS SCHOOLS Transportation Attendant Salary Schedule

Effective:	Step	7/1/2011-6/30/2014
	A	\$12.70
	B	\$13.03
	C	\$13.40
	D	\$13.75
	E	\$14.13
	F	\$14.55
	G	\$14.89
	H	\$15.24
	I	\$15.57
	J	\$16.07
	K	\$16.47
<b>Pre-1997 Hire Date</b>		
	12	\$17.00
	15	\$17.32
	18	\$17.69
	20	\$17.99
	25	\$18.26
<b>After 1-1-1997 Hire Date</b>		
	15	\$17.00
	20	\$17.32
	25	\$17.58

Kindergarten Rate: Actual driving time plus ½hour at regular rate.

Charter Rate: \$13.91 per hour

Transportation Attendant to work hours as assigned.

Upon satisfactory completion of the Basic Bus Driver Training Course, a driver shall receive a one-time stipend of \$25.00.

A driver shall receive a stipend of \$100 in any year in which the driver satisfactorily completes the CDL recertification.

**ATTACHMENT B**

**OLMSTED FALLS SCHOOLS  
Network Technician Salary Schedule**

Effective:	Step	7/1/2011-6/30/2014
	A	\$21.90
	B	\$22.55
	C	\$23.23
	D	\$23.94
	E	\$24.65
	F	\$25.37
	G	\$26.15
	H	\$26.92
	I	\$27.74
	J	\$28.56
	K	\$29.43
Pre-1997 Hire Date:		
	12	\$30.31
	15	\$31.22
	18	\$32.17
	20	\$33.14
	25	\$33.64
After 1-1-1997 Hire Date:		
	15	\$30.31
	20	\$31.22
	25	\$31.69

Network Technician to work buildings and hours as assigned.

## ATTACHMENT B

### OLMSTED FALLS SCHOOLS District EMIS/LEECA Services Coordinator Salary Schedule

Effective:	Step	7/1/2011-6/30/2014
	A	\$15.65
	B	\$16.20
	C	\$16.86
	D	\$17.42
	E	\$18.03
	F	\$18.68
	G	\$19.28
	H	\$19.87
	I	\$20.39
	J	\$21.14
	K	\$21.81
<b>Pre-1997 Hire Date:</b>		
	12	\$22.55
	15	\$23.13
	18	\$23.72
	20	\$24.31
	25	\$24.67
<b>After 1-1-1997 Hire Date:</b>		
	15	\$22.55
	20	\$23.13
	25	\$23.48

Classifications:	<u>Months</u>	<u>Hrs/Wk</u>	<u>Annual Service</u>	<u>Total Hours</u>
II District EMIS/LEECA Services Coordinator (Work Hours Assigned)	10	40.0	210 days	1680.0

## ATTACHMENT B

### OLMSTED FALLS SCHOOLS Technology Assistant Salary Schedule

Effective:	Step	7/1/2011-6/30/2014
	A	\$14.97
	B	\$15.57
	C	\$16.19
	D	\$16.84
	E	\$17.53
	F	\$18.23
	G	\$18.79
	H	\$19.35
	I	\$19.92
	J	\$20.74
	K	\$21.36
Pre-1997 Hire Date:		
	12	\$22.21
	15	\$22.88
	18	\$23.56
	20	\$24.28
	25	\$24.64
After 1-1-1997 Hire Date:		
	15	\$22.21
	20	\$22.88
	25	\$23.22

Technology Assistant to work buildings and hours as assigned.

**ATTACHMENT B**

**OLMSTED FALLS SCHOOLS  
Interpreter Salary Schedule**

Effective:	Step	7/1/2011-6/30/2014
	A	\$20.53
	B	\$21.12
	C	\$21.78
	D	\$22.41
	E	\$23.10
	F	\$23.79
	G	\$24.48
	H	\$25.24
	I	\$26.00
	J	\$26.78
	K	\$27.59
	15	\$28.41
	20	\$29.26
	25	\$29.71

Interpreter to work hours as assigned.

## ATTACHMENT B

### OLMSTED FALLS SCHOOLS Library Media Assistant Salary Schedule

Effective:	Step	7/1/2011-6/30/2014
	A	\$14.22
	B	\$14.81
	C	\$15.46
	D	\$16.01
	E	\$16.64
	F	\$17.28
	G	\$17.82
	H	\$18.35
	I	\$18.97
	J	\$19.70
	K	\$20.32
Pre-1997 Hire:		
	12	\$21.15
	15	\$21.70
	18	\$22.30
	20	\$22.86
	25	\$23.20
After 1-1-1997 Hire Date:		
	15	\$21.15
	20	\$21.70
	25	\$22.03

Library Media Assistants to work buildings and hours as assigned.

**ATTACHMENT B**

**OLMSTED FALLS SCHOOLS  
Lunch/Recess Aide Salary Schedule**

Effective:	Step	7/1/2010-6/30/2014
	A	\$14.22
	B	\$14.81
	C	\$15.46
	D	\$16.01
	E	\$16.64
	F	\$17.28
	G	\$17.82
	H	\$18.35
	I	\$18.97
	J	\$19.70
	K	\$20.32
Pre-1997 Hire Date:		
	12	\$21.15
	15	\$21.70
	18	\$22.30
	20	\$22.86
	25	\$23.20
After 1-1-1997 Hire Date		
	15	\$21.15
	20	\$21.70
	25	\$22.03

Lunch aides to work buildings and hours as assigned.

**ATTACHMENT B**

**OLMSTED FALLS SCHOOLS**  
**Lunch/Recess Aide Salary Schedule**  
*(Newly Employed on or after June 30, 2007)\**

Effective:	Step	7/1/2011-6/30/2014
	A	\$9.30
	B	\$9.68
	C	\$10.10
	D	\$10.46
	E	\$10.88
	F	\$11.29
	G	\$11.64
	H	\$11.99
	I	\$12.39
	J	\$12.86
	K	
Year		
	15	\$13.81
	20	\$14.18
	25	\$14.39

Lunch aides to work buildings and hours as assigned.

## ATTACHMENT B

### OLMSTED FALLS SCHOOLS Special Education Paraprofessionals Salary Schedule

Effective:	Step	7/1/2010-6/30/2014
	A	\$14.22
	B	\$14.81
	C	\$15.46
	D	\$16.01
	E	\$16.64
	F	\$17.28
	G	\$17.82
	H	\$18.35
	I	\$18.97
	J	\$19.70
	K	\$20.32
Pre-1997 Hire Date:		
	12	\$21.15
	15	\$21.70
	18	\$22.30
	20	\$22.86
	25	\$23.20
After 1-1-1997 Hire Date:		
	15	\$21.15
	20	\$21.70
	25	\$22.03

Special Education Paraprofessionals to work buildings and hours as assigned.

Special Education Paraprofessionals who demonstrate they meet the Highly Qualified Paraprofessional status will receive a one-time stipend of \$300.

## ATTACHMENT B

### OLMSTED FALLS SCHOOLS Secretary or Clerk Salary Schedule I, Ia, II, III, IV, VI, VII

Effective:	Step	7/1/2011-6/30/2014
	A	\$14.47
	B	\$15.04
	C	\$15.69
	D	\$16.24
	E	\$16.85
	F	\$17.51
	G	\$18.10
	H	\$18.69
	I	\$19.21
	J	\$19.96
	K	\$20.62
<b>Pre-1997 Hire Date:</b>		
	12	\$21.37
	15	\$21.97
	18	\$22.54
	20	\$23.12
	25	\$23.47
<b>After 1-1-1997 Hire Date:</b>		
	15	\$21.37
	20	\$21.97
	25	\$22.30

<u>Classifications :</u>	<u>Months</u>	<u>Hours/ Week</u>	<u>Annual Service Days</u>	<u>Total Hours</u>
I	10	35.0	211	1,477.0
Ia	10	37.5	211	1,582.5
II	12	35.0	253	1,771.0
III	10	40.0	211	1,688.0
IV	10	40.0	211	1,688.0
VI	10	40.0	211	1,688.0
VII	10	26.0	211	1,097.2

Secretaries to work hours as assigned.

**ATTACHMENT B**

**OLMSTED FALLS SCHOOLS  
Secretary to HS Principal Salary Schedule**

Effective:	Step:	7/1/2011-6/30/2014
	A	\$14.81
	B	\$15.36
	C	\$16.01
	D	\$16.54
	E	\$17.19
	F	\$17.82
	G	\$18.35
	H	\$18.97
	I	\$19.53
	J	\$20.28
	K	\$20.95
Pre-1997 Hire Date:		
	12	\$21.70
	15	\$22.30
	18	\$22.86
	20	\$23.43
	25	\$23.78
After 1-1-1997 Hire Date:		
	15	\$21.70
	20	\$22.30
	25	\$22.63

10 Months  
 40 Hours per Week  
 227 Days (includes 8 holidays)  
 1,816 Total Hours

Secretary to work hours as assigned.

## ATTACHMENT B

### OLMSTED FALLS SCHOOLS Security Manager Salary Schedule

Effective:	Step	7/1/2011-6/30/2014
	A	\$14.29
	B	\$14.66
	C	\$15.16
	D	\$15.58
	E	\$16.08
	F	\$16.55
	G	\$16.98
	H	\$17.41
	I	\$17.89
	J	\$18.46
	K	\$18.89
Pre-1997 Hire Date:		
	12	\$19.53
	15	\$20.01
	18	\$20.46
	20	\$20.89
	25	\$21.20
After 1-1-1997 Hire Date:		
	15	\$19.53
	20	\$20.01
	25	\$20.31

Security Manager to work hours as assigned.

**ATTACHMENT B**

**OLMSTED FALLS SCHOOLS  
Cafeteria Food Preparer Salary Schedule**

Effective:	Step	7/1/2011-6/30/2014
	A	\$13.50
	B	\$13.92
	C	\$14.44
	D	\$14.87
	E	\$15.44
	F	\$15.92
	G	\$16.39
	H	\$16.84
	I	\$17.29
	J	\$17.91
	K	\$18.44
Pre 1997 Hire Date:		
	12	\$19.04
	15	\$19.54
	18	\$20.01
	20	\$20.47
	25	\$20.78
After 1-1-1997 Hire Date:		
	15	\$19.04
	20	\$19.54
	25	\$19.83

Cafeteria Workers to work buildings and hours as assigned.

Cafeteria Managers will receive a stipend in accordance with Article 61, Section 1.

## ATTACHMENT B

### OLMSTED FALLS SCHOOLS Food Server Salary Schedule

Effective:	Step	7/1/2011-6/30/2014
	A	\$9.45
	B	\$9.73
	C	\$10.09
	D	\$10.39
	E	\$10.77
	F	\$11.15
	G	\$11.45
	H	\$11.91
	I	\$12.09
	J	\$12.51
	K	\$12.90
Pre-1997 Hire Date:		
	12	\$13.32
	15	\$13.68
	18	\$14.01
	20	\$14.31
	25	\$14.52
After 1-1-1997 Hire Date:		
	15	\$13.32
	20	\$13.68
	25	\$13.89

Food Servers to work buildings and hours as assigned.



**ATTACHMENT C**

**OLMSTED FALLS CITY SCHOOLS  
SCHOOL BUS DRIVER APPRAISAL**

Driver's Name: \_\_\_\_\_ Date: \_\_\_\_\_

<b><u>DESCRIPTION OF FUNCTION</u></b>	<b><u>QUALITY OF PERFORMANCE</u></b> (Circle One)				
<p align="center"><b><u>PUNCTUALITY</u></b></p> <p>Reports on and off the job at the proper time</p>	5	4	3	2	1
<p align="center"><b><u>DEPENDABILITY</u></b></p> <p>Always on the job; reports absence promptly</p>	5	4	3	2	1
<p align="center"><b><u>PERSONAL FITNESS</u></b></p> <p>Emotional stability and physical capacity</p>	5	4	3	2	1
<p align="center"><b><u>NEAT AND CLEAN IN APPEARANCE</u></b></p> <p>Good personal habits</p>	5	4	3	2	1
<p align="center"><b><u>COOPERATIVE ATTITUDE</u></b></p> <p>Loyal and works well with fellow employees</p>	5	4	3	2	1
<p align="center"><b><u>TAKES PRIDE IN WORK</u></b></p> <p>Inspects bus on a daily basis</p>	5	4	3	2	1
<p align="center"><b><u>JUDGMENT</u></b></p> <p>Uses common sense and good public relations</p>	5	4	3	2	1
<p align="center"><b><u>ENFORCES RULES AND REGULATIONS</u></b></p> <p>State and local rule enforcement</p>	5	4	3	2	1

<p><b><u>MAINTAINS TIME SCHEDULE</u></b></p> <p>Drives in accordance with weather and traffic conditions</p>	5	4	3	2	1
<p><b><u>EXHIBITS GOOD DRIVING HABITS</u></b></p> <p>Defensive driving and good accident record</p>	5	4	3	2	1
<p><b><u>HANDLES DISCIPLINE PROBLEMS EFFECTIVELY</u></b></p> <p>Fair, but firm</p>	5	4	3	2	1
<p><b><u>KEEPS SUPERVISOR INFORMED</u></b></p> <p>Communicates all problems promptly</p>	5	4	3	2	1
<p><b><u>DRIVING SKILLS</u></b></p> <p>Able to drive all vehicles</p>	5	4	3	2	1
<p><b><u>LEGAL REQUIREMENTS</u></b></p> <p>Certifications, licenses, physical examination</p>	5	4	3	2	1

Quality of performance is indicated on a five-point scale with (1) being Poor, (3) being Satisfactory, and (5) being Excellent.

TARGETS FOR IMPROVEMENT

1.

2.

3.

PLANS FOR ACHIEVING IMPROVEMENT IN AREAS INDICATED ABOVE

COMMENTS

---

SIGNATURE OF DRIVER

---

SIGNATURE OF SUPERVISOR

---

DATE

---

DATE

## ATTACHMENT D

### Olmsted Falls City School District

#### *Support Staff Appraisal Form*

Distribution: _____	Original to Employee
_____	Building
_____	Central Office

Name: _____	Job Title: _____
Date of Hire: _____	Building Location: _____
Evaluation Date: _____	Supervisor's Name: _____

#### Performance Factors

	PLACE CHECK IN PROPER COLUMN			
	Commendable	Competent	Needs Improvement	Unsatisfactory
1. <b>QUALITY OF WORK</b> – Accuracy, completeness, thoroughness, neatness of work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				
2. <b>QUANTITY OF WORK</b> – Amount of work done.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				
3. <b>KNOWLEDGE</b> – Knowledge of methods, materials, objectives, and other fundamental information skill.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				
4. <b>LEARNING ABILITY</b> – Speed and thoroughness in learning procedures, rules and other details, alertness, perseverance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				
5. <b>WORK HABITS</b> – Organization of work, care of equipment, safety, industry.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				
6. <b>RELATIONSHIP WITH PEOPLE</b> – Ability to get along with the public and other employees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				

# Olmsted Falls City School District

**Support Staff Appraisal Form**

**Performance Factors**

**Place Check in Proper Column**

	Commendable	Competent	Needs Improvement	Unsatisfactory
7. <b>DEPENDABILITY</b> – Degree to which can be relied upon to do the job without close supervision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				
8. <b>ATTENDANCE</b> – Frequency and nature of absences and tardiness.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				
9. <b>ATTITUDE</b> – Interest in the work, willingness to meet requirements and accept suggestions, and adhere to conduct as deemed to be ethical in nature.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				
10. <b>PERSONAL APPEARANCE</b> – Appearance, personal habits.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				
11. <b>JUDGMENT</b> – Soundness of decisions, common sense.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				
12. <b>OVERALL RATING</b> – Should reflect the above ratings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				

**Employee Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Specific Recommendations for Improvement:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Employee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*Signature is to acknowledge receipt – not necessarily agreement/disagreement with content.*

**Appraiser's Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**ATTACHMENT E**

**OLMSTED FALLS SCHOOLS**

**GRIEVANCE APPEAL FORM**

**STEP 2**

Distribution of Appeal:

Immediate Supervisor  
Assistant Superintendent  
Superintendent  
Grievant  
OAPSE President  
OAPSE Field Rep

Distribution of Appeal Reply:

Immediate Supervisor  
Assistant Superintendent  
Superintendent  
Grievant  
OAPSE President  
OAPSE Field Rep

Name of Grievant \_\_\_\_\_

Assignment \_\_\_\_\_ Building \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Statement of Grievance:

C. Relief Sought:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date Filed

D. Date Received by Immediate Supervisor: \_\_\_\_\_

E. Disposition of Immediate Supervisor:

\_\_\_\_\_  
Signature of Assistant Superintendent

\_\_\_\_\_  
Date Filed

**ATTACHMENT F**

**OLMSTED FALLS SCHOOLS**

**GRIEVANCE APPEAL FORM**

**STEP 3**

**Distribution of Appeal:**

Immediate Supervisor  
Assistant Superintendent  
Superintendent  
Grievant  
OAPSE President  
OAPSE Field Rep

**Distribution of Appeal Reply:**

Immediate Supervisor  
Assistant Superintendent  
Superintendent  
Grievant  
OAPSE President  
OAPSE Field Rep

---

In Regard to Grievance Appeal, Step, 2, submitted by:

\_\_\_\_\_ on \_\_\_\_\_  
Name of Grievant Date Step 2 Filed

A. Position of Grievant:

\_\_\_\_\_  
Signature of Grievant Date Filed

B. Date Received by Superintendent/Designee: \_\_\_\_\_

C. Disposition of Superintendent/Designee:

\_\_\_\_\_  
Signature of Superintendent/Designee Date Filed

**ATTACHMENT G**

**OLMSTED FALLS SCHOOLS**

**GRIEVANCE APPEAL FORM**

**STEP 4**

Distribution of Appeal:

Immediate Supervisor  
Assistant Superintendent  
Superintendent  
Grievant  
OAPSE President  
OAPSE Field Rep

Distribution of Appeal Reply:

Immediate Supervisor  
Assistant Superintendent  
Superintendent  
Grievant  
OAPSE President  
OAPSE Field Rep

In Regard to Grievance Appeal, Step, 2 and 3 submitted by:

\_\_\_\_\_ on \_\_\_\_\_  
Name of Grievant Date Step 2 Filed  
and \_\_\_\_\_  
Date Step 3 Filed

A. Position of Grievant:

\_\_\_\_\_  
Signature of Grievant Date Filed

B. Date Received by Superintendent/Designee: \_\_\_\_\_

C. Disposition by the Board of Education:

\_\_\_\_\_  
Signature for the Board of Education

**ATTACHMENT H**

**OLMSTED FALLS CITY SCHOOLS**

**ASSAULT LEAVE**

Name \_\_\_\_\_ Date \_\_\_\_\_

School \_\_\_\_\_

Assault leave has been taken in accordance with O.R.C. 3319.143 and Article 18 of the Agreement between the Olmsted Falls Board of Education and the Ohio Association of Public School Employees, Local #361.

\_\_\_\_\_ day(s) of assault leave was/were taken beginning at \_\_\_\_\_ on \_\_\_\_\_ / \_\_\_\_\_, 19\_\_, and ending at \_\_\_\_\_ on \_\_\_\_\_ / \_\_\_\_\_, 19\_\_.

Medical attention was/was not required.

The following information shall be stated:

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

Office address \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Immediate Supervisor's Signature

\_\_\_\_\_  
Superintendent's Signature

**ATTACHMENT I**

**OLMSTED FALLS SCHOOLS**

**PERSONAL LEAVE FORM**

**OLMSTED FALLS SCHOOLS - Olmsted Falls, Ohio 44138**

**REQUEST FORM -- (Submit in Triplicate)**

**AUTHORIZED RELEASED TIME**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DATE(S) REQUESTED FOR RELEASED TIME: \_\_\_\_\_

Please file with building principal at least five (5) days prior to date requested. In case of emergencies beyond the employee's control, notification shall be made as soon as possible.

- I am requesting use of my one (1) unrestricted personal leave day
- I am requesting use of my restricted personal leave day(s) and verify that I will not be using personal leave:
  1. For the purpose of extending a holiday
  2. For recreation or vacation
  3. To seek employment elsewhere

Employee \_\_\_\_\_ Position \_\_\_\_\_

Principal \_\_\_\_\_ Superintendent \_\_\_\_\_

## ATTACHMENT J

### **OLMSTED FALLS SCHOOLS**

#### REASONABLE CAUSE AND POST-ACCIDENT TESTING

If a trained supervisor/administrator has reason to believe, based on specific, objective facts that an employee is under the influence of alcohol and/or drugs or has used such substances on Board property, or if the employee is involved in a work-related accident, the following procedures will be followed:

1. If possible, the supervisor should share his/her observations and concerns with another trained, supervisor or administrator.
2. The supervisor/administrator will approach the employee to confront him/her about their suspicions. The employee should be given an opportunity to explain his/her behavior or activities. This discussion should be held in a private setting, out of earshot of the employee's co-workers. Upon the employee's request, a Union representative will be present at this meeting.
3. If, following this discussion with the employee, the supervisor/administrator continue to suspect that the employee is under the influence of alcohol or drugs or used those substances on Board property, the employee will be asked to give a written consent to submit to medical testing. This written consent will also release the results of the medical test to the Board and Union Representative. (See attached).
4. If the employee refuses to sign the written consent form, that employee will be immediately suspended, without pay, pending further disciplinary proceedings that could result in termination. The employee will have the option of accepting the Board's offer of transportation to the employee's home or making his/her own arrangements for transportation. If the employee insists on driving himself/herself, the supervisor/administrator will notify the authorities that the employee is suspected of having used or consumed drugs or alcohol and has refused transportation. Under no circumstances will the supervisor/administrator physically restrain the employee.
5. After the supervisor/administrator obtains the employee's written consent to submit to medical testing, one of the supervisors/administrators will personally accompany the employee to the designated testing site. The testing site will be responsible for establishing chain of custody procedures that preserve the integrity and validity of the specimen. The specimen will be analyzed by a N.I.D.A. certified laboratory. After the testing is completed, the supervisor will make the necessary arrangements to insure the employee is transported home. If the employee refuses the Board's offer of transportation and refuses to arrange for other transportation, the supervisor will notify the authorities that there is reason to believe that the employee used or consumed drugs or alcohol and that the employee has refused transportation. Under no circumstances will the supervisor physically restrain the employee.

6. Immediately, or no later than completion of the supervisor/administrator's shift, the supervisor/administrator will provide a written, confidential statement documenting the specific objective facts that lead the supervisor/administrator to believe the employee was under the influence or had used alcohol or drugs on Board property. This written report, along with the test results and the employee's signed consent form, will be given to the Superintendent and will be kept strictly confidential.
7. Pending receipt of the test results, the employee will be placed on an unpaid leave of absence. If the test results are negative, the employee will be fully compensated for any back wages. If the test results are positive, a confirmation GC/MS test will be done. Pending the results of the confirmation test, the employee will remain on an unpaid leave of absence. If the confirmation results are negative, the employee will be fully compensated for all back wages and returned to active status. If the confirmation test results are positive, the employee will remain on leave, without pay, pending a medical assessment of the employee's condition. The final decision with regard to appropriate discipline will be made after completion of the medical assessment. The employee and Union Representative will be given a copy of all test results, consistent with the written release.
8. Upon completion of the medical assessment, the Superintendent, in consultation with the medical personnel conducting the assessment, will determine whether there is a medical basis to believe that the employee is an alcoholic or a drug addict and whether the employee could benefit from rehabilitation. If so, the employee will be placed on medical leave for the duration of the rehabilitation. The employee may use any available sick leave during this period. As a condition of returning to regular employment, the employee will be required to comply with any follow up treatment program. The employee will also be required to submit to a second medical test before returning to work. Employees who are not in a safety-sensitive position will be required to submit to random medical testing for the first six months following the employee's return to employment. Employees who are in safety-sensitive positions (e.g., drivers) will be removed from their position for six (6) months and must submit to random medical testing prior to resuming their position. They will then be required to submit to random testing for the remainder of the school year and the following year.
9. If, following completion of a medical assessment, it is determined that the employee's use of drugs or alcohol was not related to a medical problem but rather recreational use for which rehabilitation would serve no purpose, that employee will be required to participate in a drug/alcohol education program. The employee will also be required to submit to random medical testing for up to six (6) months. The employee will be subject to appropriate disciplinary action, based on the specific facts underlying the incident leading to testing.
10. If the supervisor/administrator has reason to believe, based on specific objective facts that an employee has a illegal drugs on his person, the supervisor/administrator will immediately notify the authorities.
11. A second offense will automatically result in termination.

12. Any reports or records relating to testing will be handled confidentially in the same manner as all other medical records.
13. The Board may infer that a confirmed positive GC/MS test result, combined with the basis underlying the testing (specific objective facts to believe the employee was under the influence or involvement in a work-related accident) constitutes sufficient evidence that an employee is "under the influence".
14. To the extent these procedures are in conflict with federal/state laws or regulations, the conflicting federal/state laws will supersede.

**ATTACHMENT K**

**CONSENT FORM FOR  
ALCOHOL AND DRUG SCREENING**

I hereby give my consent to (the "Board") to collect blood, urine, or saliva samples from me to determine the presence or use of alcohol or drugs. I further give my consent to the release of the test results and other relevant medical information to authorized Board officials for appropriate review. I understand that the test results will be released to me at my request and will also be released by my designated Union Representative. I also understand that a confirmed finding of the presence or use of alcohol or drugs or my refusal to consent may result in disciplinary action, including termination of employment. I further agree to notify the Board about the use of any mood altering drug prescribed by my physician.

I have taken within the last 30 days or am taking the following medications:

Name of Medication	Condition for which taken	Physician
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

AGREED TO:

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

\_\_\_\_\_  
Witness Date

REFUSED:

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

\_\_\_\_\_  
Witness Date

Reasons for Refusal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# ATTACHMENT L

Certification of Health Care Provider  
(Family and Medical Leave Act of 1993)

U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division



(When completed, this form goes to the employee, Not to the Department of Labor.)

OMB No.: 1215-0181  
Expires: 07131107

1. Employee's Name

2. Patient's Name (If different from employee)

3. Page 4 describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition<sup>1</sup> qualify under any of the categories described? If so, please check the applicable category.

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_ (6) \_\_\_\_\_, or None of the above \_\_\_\_\_

4. Describe the **medical facts** which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

5. a. State the approximate **date** the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present **incapacity**<sup>2</sup> if different):

b. Will it be necessary for the employee to take work only **intermittently** or to **work on a less than full schedule** as a result of the condition (including for treatment described in Item 6 below)?

If yes, give the probable duration:

c. If the condition is a **chronic condition** (condition #4) or **pregnancy**, state whether the patient is presently incapacitated<sup>2</sup> and the likely duration and frequency of **episodes of incapacity**<sup>2</sup>:

<sup>1</sup> Here and elsewhere on this form, the information sought relates **only** to the condition for which the employee is taking FMLA leave.

<sup>2</sup> "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from.

---

6. a. If additional **treatments** will be required for the condition, provide an estimate of the probable number of such treatments.

If the patient will be absent from work or other daily activities because of **treatment** on an intermittent or **part-time** basis, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

b. If any of these treatments will be provided by **another provider of health services (e.g., physical therapist)**, please state the nature of the treatments:

c. **If a regimen of continuing** treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

---

7. a. If medical leave is required for the employee's **absence from work** because of the **employee's own condition** (including absences due to pregnancy or a chronic condition), is the employee **unable to perform work** of any kind?

b. If able to perform some work, is the employee **unable to perform any one or more of the essential functions of the employee's job** (the employee or the employer should supply you with information about the essential job functions)? If yes, please list the essential functions the employee is unable to perform:

c. If neither a. nor b. applies, is it necessary for the employee to be **absent from work for treatment**?

8. a. If leave is required to **care for a family member** of the employee with a serious health condition, **does the patient require assistance** for basic medical or personal needs or safety, or for transportation?

b. If no, would the employee's presence to provide **psychological comfort** be beneficial to the patient or assist in the patient's recovery?

c. If the patient will need care only **intermittently** or on a part-time basis, please indicate the probable **duration** of this need:

---

---

Signature of Health Care Provider	Type of Practice
Address	Telephone Number
	Date

**To be completed by the employee needing family leave to care for a family member:**

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

---

Employee Signature	Date
--------------------	------

A **"Serious Health Condition"** means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

**Inpatient care** (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity<sup>2</sup> or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(a) A period of incapacity<sup>2</sup> of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity<sup>2</sup> relating to the same condition), that also involves:

- (1) **Treatment<sup>3</sup> two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
- (2) **Treatment<sup>4</sup>** by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment<sup>4</sup>** under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to **pregnancy**, or for **prenatal care**.

4. Chronic Conditions Requiring Treatments

A **chronic condition** which:

- (1) Requires **periodic** visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- (2) Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and
- (3) May cause **episodic** rather than a continuing period of incapacity<sup>2</sup> (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of **Incapacity<sup>2</sup>** which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, or for a condition that **would likely result in a period of Incapacity<sup>2</sup> of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

This optional form may be used by employees to satisfy a mandatory requirement to furnish a medical certification (when requested) from a health care provider, including second or third opinions and recertification (29 CFR 825.306).

*Note:* Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

<sup>3</sup> Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

<sup>4</sup> A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

**Public Burden Statement**

We estimate that it will take an average of 20 minutes to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THIS OFFICE; IT GOES TO THE EMPLOYEE.**