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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
VAN BUREN LOCAL
SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL #783
EFFECTIVE
July 1, 2011
THROUGH
June 30, 2014

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ARTICLE 1 - RECOGNITION AND DEFINITIONS

A. The Van Buren Local School District Board of Education (hereinafter the "Board") recognizes OAPSE/AFSCME Local 4/AFL-CIO and its Local #783 (hereinafter the "Union") as the exclusive bargaining representative for full-time and regular part-time nonteaching employees in the following classifications: cashier, cook, bus driver, secretary, mechanic, monitor, clerical, matron, receptionist, custodian and aide (hereinafter referred to as "employees"). Excluded from the bargaining unit are substitute, temporary, seasonal or casual employees, Secretary to the Superintendent, Food Service Supervisor, Maintenance Supervisor, Transportation Supervisor, Board Treasurer, and all other supervisory, management level, confidential and professional employees as defined by Ohio Revised Code Chapter 4117.

B. The following definitions apply to this Agreement unless otherwise expressly provided:

1. "Board" means the Board, its agents, school administrators, and all others acting on the Board's behalf.
2. "Calendar Day" means a calendar day.
3. "Classification" means the classifications listed in the Layoff and Recall Article.
4. "Classification Seniority" means the length of employment in a particular job classification as computed from the employee's most recent date of entry into such job classification.
5. "Employee" means a bargaining unit member.
6. "System Seniority" means the length of continuous service as a regular employee of the Board.
7. "Union" means the Ohio Association of Public School Employees and Local #783, the Union's members, employees, agents and all others acting on the Union's behalf.
8. "Work Day" means a day that the Board office is open.

C. The parties acknowledge that three classifications listed in Section A above (mechanic, monitor, and clerical) are not being staffed by any bargaining unit members and have not been staffed by bargaining unit members in the past. The Board is currently using a supervisor to do bus maintenance work, and will continue to do so. The parties agree that if in the future the Board hires full-time or regular part-time employees in any of the three classifications listed above, those employees will be bargaining unit members.

ARTICLE 2 - BOARD RIGHTS

A. Except as modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent and other personnel in management all powers, rights, and responsibilities conferred upon and vested in it or them by the laws and the Constitution of the State of Ohio, and of the United States, including but not limited to the right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions, programs, and services of the Board, standards of services, its budget, utilization of technology, and organizational structure; direct, assign, schedule, supervise, evaluate, and hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the work hours of employees and the overall methods, process, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate employees for just cause; lay off, nonrenew, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the mission of the District as an educational unit; effectively manage the work force; adopt policies not inconsistent with the specific written terms of this Agreement; issue, implement and modify work rules; take actions to carry out the mission of the District; and the Superintendent's right to direct, assign, supervise, evaluate, schedule, and transfer employees; and to direct, assign and schedule pupils and their instruction. The exercise of any of the foregoing management rights requires neither prior negotiation with nor agreement of the Union.

B. The Board rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any Board right.

ARTICLE 3 - NEGOTIATIONS PROCEDURES

A. Request for Opening Negotiations

A request for the opening negotiations shall be submitted in writing by the Union to the Superintendent or by the Superintendent to the Union President on or before ninety (90) calendar days prior to the expiration of this Agreement. A mutually convenient meeting date shall be set no later than sixty (60) calendar days prior to expiration of , unless both parties agree to a later day, to adopt an agenda listing those issues which shall be negotiated and to set dates and procedures for the ensuing meetings.

B. Submission of Issues

All Union issues shall be submitted in writing at the first meeting and the Board shall submit in writing all of its issues no later than the second meeting unless agreed by both parties. Issues not submitted by the proper session may not be raised during the negotiations except by mutual agreement.

C. Negotiation Procedures

The parties shall meet at times and places agreed upon. All meetings shall be held in executive session.

D. Caucus

Upon request of either party, the meeting shall be recessed to permit a reasonable period of time to caucus.

E. Item Agreement

As items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement on that issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.

F. Agreement

When agreement is reached on all items, the outcome shall be reduced to writing. Both parties shall review the Agreement to determine accuracy. If the Agreement is then in proper form, it shall be submitted to the Union for ratification. Upon ratification by the Union, it shall be submitted to the Board of Education. If adopted by the Board, the Agreement shall be signed. The Board will print copies of the Agreement and the Union will provide a copy to all employees. The Union and Board will split the cost of the printing.

G. Impasse Procedures

If agreement is not reached at any time within forty-five (45) calendar days of the expiration of this Agreement (or at any later time), either party may declare impasse and request that a mediator be appointed. The Federal Mediation and Conciliation Service (FMCS) shall appoint a mediator be in accordance with FMCS rules.

H. If agreement still has not been reached within ten (10) calendar days after expiration of this Agreement, the parties shall be deemed to have reached ultimate impasse, unless extended by mutual agreement.

I. This impasse procedure is the parties' alternative dispute resolution procedure and is intended to supersede the procedures contained in Ohio Revised Code Section 4117.14.

ARTICLE 4 - DUES CHECKOFF

A. No employee is required to be a member of the Union or to pay any fee to the Union as a condition of employment.

B. The Board agrees to deduct Union dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Association Treasurer monthly together with a list showing the names of the employees and the amount deducted.

C. Deductions shall be in twenty-four (24) pays, beginning with the first pay in September. The Union will notify the Board Treasurer, by August 1 of each year, of the amount of dues (State and Local) to withhold for each person.

D. Enrollment for dues deduction shall be made upon submission of a signed authorization form to the Treasurer. Dues deduction authorization may be revoked by an employee during a ten (10) calendar day period ending August 31 of each year. Dues deduction authorization not revoked during the ten (10) calendar day period shall continue for successive periods of one year. Written notice of revocation shall be served upon the Board Treasurer and the State Association Treasurer.

E. The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization during the term of this Agreement.

F. The Union shall defend, indemnify, and hold harmless the Board, its individual members, the Treasurer, and any and all other officers and employees of the Board against any and all claims and/or costs arising from or in any way related to implementation and enforcement of this Article.

ARTICLE 5 - GRIEVANCE PROCEDURE

A. The following definitions and terms apply to this Article:

(1) A "grievance" is a claim by an employee or a group of employees that the Board has violated, misinterpreted or misapplied a specific and express term of this Agreement. The Union may only file a grievance on a contractual item that directly affects the Union, e.g., dues deduction.

(2) A "grievant" is the employee or group of employees that files a grievance.

(3) If an employee fails to file a written grievance or to appeal a grievance to the next step by the stated deadlines, then the grievance shall be considered waived.

(4) If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, the employee is entitled to appeal to the next step.

(5) An employee may be accompanied at any stage of the grievance procedure by a representative of his/her choice.

(6) An employee may present grievances and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and as long as a Union representative has the opportunity to be present at the adjustment. The Union representative may be present but shall not participate in the meeting at which the adjustment occurs unless requested by the employee who filed the grievance.

B. The following procedure will be used in processing a grievance:

STEP 1: The grievant shall, within ten (10) work days after the matter complained of has occurred, first attempt to settle the matter by conference with his immediate supervisor. A grievance of any disciplinary action shall be filed in writing as specified in Step 2 within ten (10) work days of the disciplinary action taken and Step 1 shall be waived for purposes of such a grievance.

STEP 2: If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the grievance shall be reduced to writing and filed with the employee's immediate supervisor, on a form to be provided by management, within ten (10) work days after the matter complained of has occurred. Such written grievance shall be signed by the grievant and state the following information with clearness: The exact nature of the grievance, the act or acts complained of, when they occurred, who was involved, the identity of the grievant, the specific provisions of this Agreement claimed to be violated, and the remedy sought. The immediate supervisor shall give his/her answer in writing within ten (10) work days of the filing of the grievance.

STEP 3: If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the employee may appeal to the Superintendent by filing a written appeal within ten (10) work days of the employee's receipt of the supervisor's response. The Superintendent or designee shall hold a meeting with the employee to discuss the grievance and its possible resolution within ten (10) work days of submission of the notice of appeal. The Superintendent or designee shall make a written response to the appeal within ten (10) work days of the meeting.

STEP 4: If the grievance is not satisfactorily resolved in the manner provided for in Step 3, the parties will request grievance mediation assistance from Federal Mediation and Conciliation Service (FMCS) within ten (10) work days of receipt of the written response at Step 3.

STEP 5: If the grievance is not satisfactorily resolved in the manner provided for in Step 4, the Union may request arbitration by giving the Board written notice of its desire to arbitrate, which must be received by the Board or its designee within ten (10) work days of the last meeting at the Step 4 mediation, in which event the grievance shall be arbitrated according to the following procedure: Within ten (10) work days following the notice to arbitrate, the parties shall either agree upon an arbitrator or request in writing the FMCS to furnish the parties a list of seven (7) arbitrators. The parties shall select the arbitrator by using the FMCS rules, with each party first having an opportunity to request a second list. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and the Board to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) calendar days after the close of the hearing, the arbitrator shall issue his award.

a. The jurisdiction and the authority of the arbitrator shall be limited to interpretation of the explicit provisions of this Agreement. The arbitrator shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only grievances arising under application of the currently existing Agreement between the parties. The arbitrator's decision shall be final and binding .

b. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this Agreement. The arbitrator is confined to the precise issue(s) submitted and shall have no authority to determine any issue(s) not submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

c. The procedures in this Article constitute the exclusive method of redressing grievances arising during the life of this Agreement and any extensions thereof. It is agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or matter presented as a grievance within this procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union and the Board shall be final and binding upon the grievant, the Union and the Board.

d. The cost for the arbitrator, as well as the related cost of the FMCS services, shall be borne totally by the loser. The arbitrator shall designate the prevailing party, or the predominantly prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided between parties in any manner under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost.

ARTICLE 6 - NO STRIKES

A. The Union and employees agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in or other curtailment or restriction of the educational process or the Board's operations, including the honoring of any picket line while on Board time or strike activity by other employees or by nonemployees of the Board during the term of this Agreement.

B. The Board will not lock out employees during the term of this Agreement.

ARTICLE 7 - DISCIPLINE PROCEDURE AND NONRENEWAL OF CONTRACTS

A. Employees may be demoted, suspended, or discharged for cause, including:

- (1) incompetency;
- (2) inefficiency;
- (3) dishonesty;
- (4) drunkenness;
- (5) immoral conduct;

- (6) insubordination;
- (7) discourteous treatment of the public;
- (8) neglect of duty;
- (9) violation of work rules or personnel policies of the Board or Administration;
or
- (10) any other acts of misfeasance, malfeasance, or nonfeasance in the job.

B. Disciplinary Procedure

1. Before imposing a demotion, suspension or discharge, the Superintendent or designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to respond. The employee shall normally receive at least one (1) work day prior written notice of the conference. The notice shall indicate the nature of the concern(s) which led to the conference. The employee has the right to be accompanied by one representative of his or her choosing. The conference will be scheduled as promptly as possible by the Superintendent. The Superintendent or designee may impose reasonable rules on the length of the conference and the conduct of participants. The employee shall have the right to present documentary evidence in his/her behalf. If the Superintendent or designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may relieve the employee with or without pay for up to three days pending the conference to determine final disciplinary action.

2. Ordinarily, the first instance of misconduct by an employee shall result in an oral reprimand. Oral reprimands will be documented and placed in the employee's file. Further misconduct shall result in a written reprimand. Further misconduct shall result in suspension without pay or demotion, imposed by the Superintendent. Further misconduct may result in discharge.

3. Rules cannot be listed to cover every situation. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such offenses include, but are not necessarily limited to the following:

- (a) theft of or damage to Board property;
- (b) theft of or damage to the property of a fellow employee;
- (c) insubordination, or the uttering of threatening or abusive language toward management personnel, other employees, students, or the public;
- (d) intoxication on the job, working under the influence of a controlled substance, or the sale, possession, or use of any controlled substance;
- (e) falsification of any records, including employment records; and
- (f) fighting.

4. The Superintendent may impose a demotion or suspension for up to thirty (30) work days without pay. The Board only shall discharge an employee or suspend an employee for longer than 30 work days. The Superintendent or his designee shall give the Union President and the employee notice of the decision to demote, suspend, or discharge an employee. Such actions shall be subject to the grievance procedure.

5. Oral and written reprimands will not be used for disciplinary purposes after eighteen (18) months from the date of issuance if no intervening discipline of any kind has been issued to the employee during that eighteen-month period.

6. Employees are entitled to request a Union representative to be present during any investigatory interview that could reasonably be expected to lead to discipline.

7. This Article supersedes Ohio Revised Code Section 3319.081 and shall exclusively govern the discipline and discharge of employees.

C. Nonrenewal of Contracts

1. Nonrenewal of contracts shall be governed by Ohio Revised Code Sections 3319.081 and 3319.083, except that the second contract of each employee will be a one year contract. Employees may not file a grievance regarding the nonrenewal of their contract.

2. Federally funded positions (or parts of positions) are still considered one-year limited contract positions and are automatically nonrenewed every year.

ARTICLE 8 - VACANCIES AND BID PROCEDURE

A. When a vacancy occurs in a bargaining unit position, the Superintendent shall post a dated notice, indicating the position and qualifications, on a bulletin board in each school building for a period of five (5) work days. If a vacancy is posted during the summer, the notice will be posted for ten (10) work days and will be sent to all employees at their home address on file with the Board. Interested employees may have their applications considered by filing a written application with the Superintendent within the posting period. Applications filed after the posting period will not be considered. It is understood that the Superintendent will decide when a vacancy exists and whether to fill a vacancy. Nothing in this Article shall restrict the Board's right to not fill a posted vacancy. An employee who accepts a position shall begin work within fifteen (15) workdays. If a bargaining unit position is to be filled after April 1, a substitute may be used for the remainder of the year.

B. The Board shall use the following procedures in choosing a person to fill a vacancy:

1. The position will first be offered to qualified applicants currently working for the Board in the same classification as the vacancy. If more than one employee within the classification applies, the most senior (classification seniority) qualified applicant will be awarded the position. For purposes of this subsection, the Superintendent, in his/her discretion, will determine if an employee is qualified.

2. If no qualified employee from within the same classification applies for the position, all other applicants for the position will then be considered. Applicants currently employed by the Board in other classifications will be interviewed for the position, but it is understood that the Superintendent will select the applicant he/she deems most qualified based upon the applicant's relevant skills, qualifications, experience, and system seniority. The Board has the right to hire someone from the outside if the Superintendent, in his/her discretion, determines that no current employees have the desired qualifications and experience.

3. If a vacancy is filled by a current employee, the Superintendent, in his/her discretion, may fill the position previously held by that employee with an outside applicant without regard to subsections 1 and 2 above.

C. Probationary Period for Current Employees

1. Current employees who successfully bid into either a promotional position within classification or a position in another classification will serve a fifteen (15) actual working days probationary period in the new position, which period may be extended an additional fifteen (15) working days at the Board's option. The employee may be returned to his/her previous position at any time prior to the expiration of this probationary period, with no reasons or justification required. Such return may not be grieved. Days worked during the summer recess when students are not in school will not count toward completion of the probationary period.

2. Current employees who successfully bid into either a promotional position within classification or a position in another classification will have the right to return to their previous position at any time prior to the end of the fifteenth (15th) working day in the new position. The employee need not provide reasons or justification.

3. The Board may use a substitute to fill a promoted employee's previous position for up to the entire length of time that the promoted employee remains on probation.

D. Vacancies caused by vacations, leaves of absence, or similar conditions shall be considered temporary and shall be filled by assignment or otherwise at the discretion of the Superintendent without regard to this job bidding procedure.

E. If the Board becomes aware that an employee will be off work for more than thirty (30) consecutive calendar days, employees from within that classification working will be "polled" before filling the temporarily vacant position from outside the bargaining unit. The employee(s) will automatically return to his/her regular position upon the return of the temporarily absent employee. In no event will an employee be assigned to the temporary vacancy if such assignment would subject the Board to additional overtime liability, and it is understood that the Board need not make such an assignment if, in the Administration's judgment, the employee to be assigned lacks an essential skill for the temporary vacancy (e.g., demonstrated head cook or special education aide capability).

F. Should an employee for any reason transfer without a break in District service from his/her current classification to a previously held classification, the employee will be credited with the classification seniority earned while working in such previous classification.

ARTICLE 9 - LAYOFF AND RECALL

A. When the Board determines to reduce the number of positions in (1) one or more classifications covered by this Agreement, the Board shall follow the procedure in this Article.

B. The Board shall determine in which classifications the layoffs should occur and the number of employees to be laid off.

C. The Board shall lay off employees in the affected classification on the basis of reverse system seniority in that classification. In the case of identical seniority, order of layoff shall be determined by lottery.

D. The following classifications shall be used for the purpose of a layoff:

- | | |
|-----------------|-----------------|
| 1. Food Service | 5. Library aide |
| 2. Bus driver | 6. Teacher aide |
| 3. Secretary | 7. Custodian |
| 4. Receptionist | 8. Bus Mechanic |

E. Prior to implementing a layoff, the Board's representatives and the Union's representatives will meet to discuss the layoff. The number of employees affected will be kept to a minimum by not employing replacements, insofar as practical, for employees who retire, resign, or otherwise vacate a position. Each employee to be laid off will be given at least ten (10) calendar days advance written notice of the layoff.

F. Before forcing a layoff within a classification, the Board will accept voluntary layoffs within the classification.

G. An employee who is being laid off may bump a less senior employee, if any, within the same classification irrespective of the number of regularly assigned work hours of the bumped employee. A bumped employee may in turn bump a less senior employee, if any, within the same classification irrespective of the number of regularly assigned work hours of the bumped employee. A bumping right under this Section must be exercised within two (2) work days of notification that one is being laid off or bumped.

H. A vacancy that occurs during a layoff period will be posted and filled in accordance with Article 8 of this Agreement before the recall of any laid-off employee to such vacancy under Section I below.

I. The names of laid-off employees will be kept on a recall list by classification for eighteen (18) months from the employee's last work day. If the Board fills a position in the classification during that period, the Board must offer the position to the most senior (system seniority) employee on the recall list for that classification. The offer of recall shall be made by written notice sent to the employee at his/her most recent address of record by certified mail. It is the employee's responsibility to keep the Board informed of his/her up-to-date address. The

employee shall have seven (7) calendar days after the notice is mailed to accept the recall and report to work. An employee who does not report during such seven-day period, his name shall be eliminated from the recall list and the employment relationship shall cease. If the first employee on the recall list for a classification does not accept the recall, the Board shall offer the position to the next most senior employee from that classification on the list by the procedure outlined in this Article, and so on, until the position is filled.

ARTICLE 10 - RELEASE TIME

If an administrator calls an employee into a meeting, the employee will be paid for that meeting time at his/her regular rate if the meeting occurs during that employee's scheduled work hours. If the Administration, in its discretion, allows an employee representative to be present at the meeting, the representative will also be paid his/her regular rate for that meeting time if the meeting occurs during the representative's scheduled work hours.

ARTICLE 11 - ASSIGNMENT OF WORK

A. No outside contractor, supervisor, managerial employee, substitute, temporary or casual employee or other employee of the Board outside the bargaining unit may be used to eliminate an employee's job or reduce the regular work hours of an employee. However, the Board reserves the right to assign work to supervisors, other employees, or to temporary, casual, intermittent or seasonal employees where the Board determines that such assignment of work is needed to meet seasonal, temporary or fluctuating needs, to perform work efficiently or on the most cost-effective basis, where no qualified employee is readily available, in a weather or other emergency, or in other circumstances in which supervisors, other employees, or temporary casual, intermittent or seasonal employees have done work for the Board in the past.

B. Custodial, transportation, and food service employees will annually bid on assignments within their respective departments for the upcoming year. (For this purpose, "custodial employees do not include any employee with a maintenance assignment, "transportation" employees do not include the bus mechanic, and "food service" employees do not include head cooks.) Such bidding will be on the basis of classification seniority. Custodial employees will bid on their first scheduled work day following the last scheduled day of the teachers' work year. Transportation employees will bid at a meeting held within two (2) weeks before the bus drivers' first regularly scheduled work day for the year. Food service employees will bid on their first regularly scheduled work day for the year.

ARTICLE 12 - WAGES AND HOURS

A. Employees shall be paid by direct electronic deposit in accordance with this Agreement, and individual salary notices shall not be necessary. Employees will be paid the hourly rate provided for in the wage schedule for authorized and assigned work hours. If the administration requires an employee to work through lunch, the employee will be paid for lunch. Breaks will be assigned by the supervisor.

B. The existence of the wage schedule does not restrict or limit the Board's prerogative to increase or reduce the number of positions, or to increase or reduce the number of hours that

employees are scheduled to work. Neither this Article nor any other provision of this Agreement shall be construed as a guarantee of hours per day or per week.

C. The Board retains the right to require employees to work more than their regularly scheduled work hours, including more than forty (40) hours in a workweek and/or more than eight (8) hours in a day as it determines the needs of the District may require. However, each employee will be paid at the rate of one and one-half times his/her regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one workweek, and for any hours worked on weekends. Overtime must be authorized in advance by the Superintendent or designee. For purposes of calculation, the workweek begins at 12:01 a.m. on Monday and ends at midnight the following Sunday.

D. If the Superintendent or designee authorizes it, the employee will be allowed to take compensatory time off at the rate of one and one-half hours of compensatory time for each hour of overtime work. Compensatory time shall be scheduled with approval of the appropriate supervisor or administrator. Compensatory time must be used within 30 days of the date the overtime was worked. If not so used, it will automatically be paid off in cash.

E. To be eligible to earn overtime pay by working special events, an employee must have actually worked his/her last scheduled work shift prior to the special event.

F. Payment of overtime and/or premium rates shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours. For purposes of computing overtime pay, holidays, vacation, personal leave, sick leave and compensatory time taken shall not be treated as hours worked unless the Superintendent authorizes the leave, in advance, to be treated as hours worked.

G. Custodians and Food Service employees who will not be reporting to work due to illness must report their absence to the supervisor prior to 5:00 a.m. (morning shift) or noon (afternoon or evening shift) unless prevented from doing so by emergency circumstances. Immediately upon returning to work, the employee is required to complete the appropriate paperwork and turn it in to the supervisor. Failure to report an absence in accordance with this Section will result in a loss of pay for any day missed, the employee's pay being held by the Treasurer until proper paperwork has been submitted and processed, and appropriate disciplinary action as established in Article 7 of this Agreement.

H. If a custodian is working a function on a weekend or holiday in a Board-owned facility, the employee will be assigned within the area of the function to the extent practical. This provision does not preclude assignment of the employee outside such area in extraordinary circumstances or if necessary to keep the employee productively occupied during compensated work time.

I. Head cooks and cooks will receive their regular hourly rate for all additional hours worked prior to the beginning and at the end of the student year to clean the kitchen and/or cafeteria. All additional hours and/or alterations to the work calendar must have prior approval of the Superintendent (or designee).

J. If an employee is assigned by the Superintendent (or designee) to work in a job classification other than the employee's contracted full-time classification during the employee's regularly scheduled hours, the rate of pay for the hours worked in the different classification will be paid at the higher pay scale, either contracted or assigned, for the job he/she is assigned.

ARTICLE 13 - TRANSPORTATION

A. Except as otherwise specified in this Section, drivers will be paid at the extra trip rate appearing in Appendix A of this Agreement for field trips. If a driver takes a weekday trip that precludes the driver, in whole or in part, from performing his/her normal driving duties on that day, the first hour of the trip will be paid at the driver's regular rate. Notwithstanding any other provision of the Agreement, the premium rate of time and one-half will not apply to any extra trip (including any weekend work associated with the trip) except to the extent, if any, that the trip results in overtime liability as mandated by law. The maximum number of hours a driver can work in a twenty-four hour period (on an overnight trip) is eighteen (18). Drivers will be paid a minimum of two (2) hours for field trips.

B. If a regular driver cannot make his/her mid-day run, that run shall be offered to the other regular drivers in the same rotational order that is used for field trips and will be posted on the Hotboard.

C. The Board shall pay for the driver's actual cost of taking the CDL test and any renewals required by law. The Board will pay the cost of an approved applicant's initial attempt to pass a CDL test (either for a first time license or for any renewal required by law). Any cost related to retaking a failed test will be at the employee's expense. The Board will also pay for the cost of required fingerprinting. The Board will be responsible for paying the cost of obtaining the required license abstract each year. When a driver attends recertification classes and participates in required drivers training as mandated by the Ohio Pupil Transportation Operation and Safety Rules, he/she will be compensated a total of \$110.00 for all required hours worked. Annual physical examinations sponsored by the Board will be paid by the Board. The physician will be designated by the Superintendent.

D. Drivers who will not be reporting to work due to illness must report their absence to the supervisor prior to 5:00 a.m. (AM segment) or noon (PM segment) or at least two (2) hours prior to the beginning of an extra trip, unless emergency circumstances prevent such reporting. A phone number will be provided to drivers for this purpose. Immediately upon returning to work, the employee is required to complete the appropriate paperwork and turn it in to the supervisor. Failure to report an absence in accordance with this Section will result in a loss of pay for any day missed, the employee's pay being held by the Treasurer until proper paperwork has been submitted and processed, and appropriate disciplinary action as established in Article 7 of this Agreement.

E. All regular AM/PM segments (vocational, special education, parochial, etc.) and mid-day runs will be bid using the seniority rotation list during the month of August prior to the beginning of each school year. A driver may not bid more than one (1) mid-day run at a time.

To be eligible to bid on regular and special/mid-day bus routes at the bid meeting, the driver must have completed all requirements according to Ohio law and be properly certified (including approval by the Hancock County Educational Service Center). Failure to meet these requirements prior to the bid meeting will place the driver at the end of the bid list, and the driver will be awarded the remaining route after all properly certified drivers have bid.

F. A mid-day run will be paid by timesheet. The hours of a mid-day run shall not be included in calculating an employee's holiday pay, sick leave pay, etc. Any mid-day run that is disconnected from the regular AM/PM segments (i.e., does not start right after an AM segment or end right before a PM segment) will be paid a minimum of two (2) hours, including prep time.

G. Field/Extracurricular Trips

1. All field/extracurricular trips will be assigned to drivers (including the bus mechanic if the employee is a certified bus driver) on a rotational basis by classification seniority. Each driver will be listed according to classification seniority, except the bus mechanic will in all cases be placed at the bottom of the list and cannot take a trip if the trip would interfere with his/her regular work. Each driver will be responsible for indicating in a timely fashion on the posting whether or not he/she wants to drive that particular trip. If the driver next in line for a trip declines that trip, the next driver by classification seniority will be offered the trip, and so on until a driver is found. Each subsequent trip will be offered first to the next driver in classification seniority following the driver who actually was assigned to the previous trip. Each driver who declines a trip will automatically go to the bottom of the list.
2. All field/extracurricular trips will be posted, even if a bargaining unit member will not be taking the trip. Whenever possible, field/extracurricular trips will be posted at least three (3) working days prior to the day of the trip. Trips not able to be posted three (3) days prior to the trip will be placed on the Hotboard and offered in the same seniority rotation as described above.
3. If possible, trips will be assigned to a driver by 2:45 p.m. at least two (2) days prior to the trip. Drivers must indicate their willingness to take the trip on the rotation sheet prior to that time in order to be eligible for the trip. Drivers who would have been offered that trip by their place on the rotation but who failed to sign the rotation sheet by the deadline will automatically forfeit that trip and be placed at the bottom of the rotation list. Drivers who sign up for a trip and are assigned that trip and who later decline to take the trip (except for valid health reasons) will be placed on the bottom of the rotation list and be required to skip a complete rotation before they are eligible to take another trip.
4. Field trips will not be "split". Field trips will be allowed to be combined within a reasonable distance. Student groups (including athletics) field trips can be combined within a reasonable distance. During field trip down time, drivers may be requested to drive additional student groups as long as it does not extend

original trip time. If a bus is required as part of a shelter plan, then it will not be allowed to be combined with other trips.

5. For a group, athletic team, or organization, the District may use a van for student transportation purposes. In addition, the District may use not more than two (2) vans to transport any single group, athletic team, or organization to a single event; this will not occur more than a total eight (8) times per school year. Such 2-van usage may be divided among groups, teams, or organizations, or all used by a single group, team, or organization, but a running tally will be maintained to assure the limit is not exceeded.

Vans may be driven by non-bus drivers, as long as a properly certified driver who is a Board-approved part of the extracurricular program in question is available. In no case will a particular van be used to transport only a portion of the students needing transportation and then sent back to retrieve the portion not initially transported.

For purposes of this provision, "vans" means vehicles that can be legally used by an Ohio school district to transport students. It is further understood that the number of passengers transported in a van will in no event exceed the number of passengers the vehicle was designed to seat.

6. Any driver whose hours worked would exceed 40 hours for the work week will be bypassed from taking any Field/Extracurricular Trip unless all other drivers have passed on that trip.

H. New buses will replace the bus that the District believes most needs replacing, that has similar equipment and is of similar size.

I. During the school year, it will be the responsibility of the Board to arrange for the cleaning of the outside of the bus and it will be the responsibility of the driver to clean the inside of the bus. The driver is also responsible for keeping windows clean at all times.

J. Drug Testing

The Hancock County ESC has a county-wide policy implementing Federal drug-testing law that the Board is a party to. That policy is part of this Agreement by reference and is available in the Superintendent's office.

The Board will pay employees their regular hourly rate for time spent actually traveling to and from the testing center, and for time spent during the testing, under the following conditions:

- (a) The employee is not otherwise on duty or being paid by the District.
- (b) The employee goes directly to and from the testing center without other stops. (The Board can require documentation.)

- (c) The Board will not pay employees for time spent traveling to or during tests that are for reasonable suspicion (if the test turns out to be positive), or for second tests necessitated by a positive first test.

K. The composition of all routes (regular AM/PM segments or mid-day runs) shall be determined by the Transportation Supervisor.

L. A driver will not be paid prep time for a mid-day run or field trip if the driver is using the same bus the driver already prepped for that day.

M. Trainers

1. Bus driver trainers will be selected by the Transportation Supervisor and certified by the State Department of Education.
2. The Transportation Supervisor shall make every effort to equalize equitable distribution the training hours of the certified trainers.
3. The trainers shall be compensated at his/her regular hourly rate for all time spent training or retraining new or current drivers.

N. A driver may only work a combination of AM/PM segments and mid-day runs that do not in the aggregate exceed eight (8) hours per day or forty (40) hours per work week. Should such a combination evolve into more than the maximum permissible hours after it is bid, the Transportation Supervisor shall reassign and adjust as necessary to stay within the maximum hour limit.

O. The Board will assign an employee to be available for a bus driver to contact at the end of the PM segment of his/her route in the event of a mechanical breakdown, stranded child, or similar problem. If this assigned employee is from within the bargaining unit, it is understood that the assignment will be with the employee's consent and that this function will be compensated with a \$500 annual stipend in addition to the employee's regular pay.

ARTICLE 14 - SICK LEAVE

A. Employees shall accrue sick leave at the rate of one and one-fourth (1-1/4) work days per month and are entitled to accumulate a maximum of fifteen (15) work days per year. The accumulation of sick leave is capped at 245 days.

B. Each new employee who has no accumulated sick leave shall be advanced five (5) days at the beginning of employment. The sick leave shall not be added to, or supplement, the amount that the employee earns on the basis of completed months of service. Employees utilizing the advanced days and terminating employment prior to accruing the advanced days will have the days deducted on a per diem rate at final salary settlement.

C. An employee can transfer sick leave from previous public employment according to the provisions of Ohio Revised Code Section 3319.141.

D. Sick leave may be used for absence by an employee for the following reasons or conditions:

1. Personal illness, injury, pregnancy, or exposure to contagious disease.
2. Employees shall be allowed to use five (5) work days of sick leave and additional days approved by the Superintendent during any one school year in cases of illness in the employee's immediate family. Immediate family shall be interpreted as spouse, child, parent, father/mother-in-law, grandchild, and sibling regardless of residence, or any other member of the family unit living in the same household.
3. Employees shall be allowed to use three (3) work days of sick leave, and additional days approved by the Superintendent, in the event of the death of a parent, child, spouse, sibling, aunt, uncle, nephew, niece, grandparents, grandchild, father/mother-in-law, daughter/son-in-law, or anyone who has virtually held the position of a parent or child of the employee.
4. An employee shall be allowed to use one (1) work day of sick leave and additional days to be approved by the Superintendent to attend the funeral of relatives not covered by Section 3 above.
5. The District sick leave form will be required to be completed and submitted to the Superintendent upon return to work. Illness beyond three (3) consecutive work days will require a medical certificate from a physician that specifies when the illness began and when the employee may return to duty. The Board, at its expense, may require a second opinion from a Board-selected physician as a condition of granting such leave for more than fifteen (15) consecutive work days.

Any use of sick days above a total of five (5) work days in a school year will require a medical certificate from a physician for each incident of sick leave for the remainder of the school year. For purposes of this specific provision only, a multiple-day absence that begins before five (5) days of sick leave are used in a school year will, if supported by a medical certificate from a physician, be counted as only one (1) day's use of sick leave; this cannot be used more than once in a school year.

Any use of sick leave above a total of five (5) work days in a school year for which a medical certificate from a physician is not provided within two (2) work days of the employee's return to work following the sick leave will result in unpaid sick leave and a day will be deducted for each such day of absence from the employee's accrued sick leave. For purposes of this specific provision only, sick leave taken under Paragraph 3 of this Section because of a death will not be counted as a use of sick leave.

6. Each employee who uses two (2) or less sick leave and/or personal leave days in a six-month period (July 1-December 31 and January 1-June 30) shall be rewarded according to the following schedule:

Zero days missed = One and one-half (1-1/2) days pay
One day missed = One (1) days pay
Two days missed = One-half (1/2) days pay

ARTICLE 15 - PERSONAL LEAVE

A. Each employee shall be entitled to three (3) work days of unrestricted personal leave each year. It is the intent of personal leave to give employees extra days they may need for emergencies and personal obligations not covered by sick leave. It is not the intent that personal leave be an extra vacation period, nor can it be used for travel time.

B. Requests for personal leave shall be made in duplicate and personally submitted to the immediate supervisor (Principal or Superintendent) at least five (5) workdays in advance but exceptions will be made to this rule in emergency situations. An employee will be notified of the approval/disapproval of the leave request two (2) days prior to the requested date or no later than five (5) workdays following the submission of the request. Any employee requesting a personal day less than five (5) workdays in advance must supply the intended use of the personal day prior to approval. Personal leave can be revoked based on the availability of subs. Emergency situations will be given first priority. Other situations will be considered on a first come, first served basis. Personal leave may not be granted on the day before or the day after a holiday or to extend a vacation. Personal leave may not be granted during critical times of the school year such as the first or last two weeks of school. Days of personal leave will not be granted in succession unless of an emergency nature. The Superintendent will have the final decision on all requests.

C. Dock Day(s)

An employee may request a dock (unpaid) day off based on the following requirements:

1. All personal leave and vacation must be used prior to any request.
2. A request must be made at least 72 hours in advance of the requested day off unless in case of an emergency.
3. The Superintendent has complete discretion in granting or denying a dock day request.
4. A request denied is not subject to a grievance or any other proceeding.

ARTICLE 16 - PAID HOLIDAYS

A. Eleven and twelve-month employees will be paid their regular per diem rate for the following holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

B. Nine and ten-month employees will be paid their regular per diem for the following holidays:

New Year's Day ✓
Martin Luther King Day ✓
Memorial Day
Labor Day ✓
Thanksgiving Day ✓
Friday after Thanksgiving ✓
Christmas Eve Day ✓
Christmas Day ✓

C. In order to be compensated for holidays, an employee must be regularly scheduled to work and must actually work all his/her scheduled hours, in any position assigned and/or approved by a supervisor, on the last workday immediately before and the first work day immediately after the holiday. The exceptions to this are employees who are attending the funeral of a member of their immediate family (as defined in Article 14), or who are on approved vacation leave.

D. Any employees who in the case of an emergency situation, must take a sick day prior to or following a holiday may be granted holiday pay at the discretion of the Superintendent. The superintendent may require a medical certificate from a physician.

ARTICLE 17 - VACATIONS

A. Eleven and twelve-month employees shall be granted paid vacation time, to be used during the year after it is earned. Vacation time will be granted as follows:

1 through 6 years of service - 2 weeks vacation
7 through 14 years of service - 3 weeks vacation
15 or more years of service - 4 weeks vacation

B. Vacation pay shall be calculated by multiplying the number of vacation days by the number of hours for which the employee is normally scheduled to work and then by the employee's straight-time hourly rate at the time vacation is taken.

C. Upon approval of the Superintendent, an employee may carry over up to one week of vacation per year. The Board reserves the right to limit the number of employees who may take vacation at any particular time.

D. Vacation requests must be personally submitted to the employee's immediate supervisor in writing at least thirty (30) calendar days before the first day of the proposed

vacation. The supervisor must sign and date the form when it is turned in. Vacation may only be taken if approved by a Principal and/or the Superintendent or designee. Requests will be approved on a first-come, first-serve basis, depending upon the availability of substitutes. The supervisor will respond to requests within five (5) work days of receipt.

E. Vacation time will be earned solely on the basis of length of employment with the District.

F. Upon the request of either the Board or employee, an employee and the Board may agree to allow an employee to work through a vacation period and be paid for that time at his/her regular rate of pay in addition to regular pay.

G. One week of vacation time per year may be taken in single day increments. Requests to use such vacation time must be submitted to the employee's immediate supervisor at least one week in advance of the proposed date(s).

ARTICLE 18 - SEVERANCE PAY

A. An employee with **ten (10) or more years of District service** shall, at the time of retirement, be paid in cash for one-fourth the value of his accrued but unused sick leave credit, such payment not to exceed the **value of sixty-one (61) days of accrued but unused sick leave**. The employee's retirement must occur within ninety (90) days of the last active workday for the Board. *has to physically work in last 90 days.*

B. The payment shall be based on the employee's regular per diem rate at the time of retirement, if during the school year, or at the regular per diem rate for the prior school year. Such payment will eliminate all sick leave credit accrued but unused by the employee at the time payment is made.

C. The payment shall be made within thirty (30) calendar days of the time of retirement. "Time of retirement" under this Article shall be the date on which the Board receives written notice that the employee has begun receiving service retirement benefits from SERS or notice that a physician(s) appointed by the SERS has determined the employee to be qualified for a disability retirement or has recommended disability retirement.

ARTICLE 19 - OAPSE BUSINESS LEAVE

A. The Board agrees to permit one (1) elected delegate of OAPSE Chapter #783 leave of three (3) work days to attend the OAPSE Annual Conference with continuity of salary.

B. Additionally, if requested by the Union President employees may be granted leave with pay for Union business provided that the Union reimburse the Board for the employees' wages and provided that such absence does not interfere with the efficient operation of any department or working unit of the school district. Such request must be submitted in writing no less than five (5) work days in advance to the Superintendent. The Superintendent has the sole discretion of whether or not to approve such leave. It is anticipated that these requests would generally be reserved for special circumstances.

ARTICLE 20 - JURY DUTY

Upon presentation of verification to the Treasurer, employees will be paid their regular rate of pay for time spent on jury duty during their regularly scheduled work hours.

ARTICLE 21 - MISCELLANEOUS

A. Long-term leaves without pay are governed by the relevant provisions of the Ohio Revised Code.

B. An eligible employee may choose to request unpaid leave under the Family and Medical Leave Act or this Agreement. If the Act is chosen the employee and Board shall have all the rights and responsibilities provided under the Act.

C. Assault leave is governed by the relevant provisions of the Ohio Revised Code.

D. The cafeteria supervisor will periodically meet with a representative of the cafeteria workers to discuss the assignment of extra time activities.

E. Eligible dependents of bargaining unit members shall receive priority as open enrollment students as long as the attendance of the student(s) does not require the Board to create a class or a program, hire a new employee, or add to the hours of an existing employee. Enrollment of a student through open enrollment may continue as long as the dependent(s) exhibits appropriate behavior consistent with the policies and procedures of the District, and the member remains an employee of the Board.

F. Starting with the sixth (6th) calamity day of any school year, employees on school year contracts who begin work (start their shift) prior to the closing of schools on a calamity day will be paid for the actual time worked on that day (or for bus drivers, for their regular morning run), as long as the calamity day is made up at a later time.

G. Overtime in the Custodial Department will be allocated on a rotational basis by seniority. Supervisors will not be on the rotation list. Should an off-duty employee be called out to active duty, the employee will be paid a call-out minimum of two (2) hours; this call-out minimum does not apply to holdover or early-report work that is contiguous to the employee's regular shift hours.

If there are no volunteers for overtime, and no substitutes are available, overtime will be assigned on a rotation basis by reverse seniority.

H. The Custodial Department will be responsible for the removal of trash generated by the school lunch program. Additionally, the Custodial Department will be responsible for cleaning the restroom located in the kitchen.

I. Complimentary Passes

Complimentary passes for all local school events will be issued to each member of the bargaining unit. These passes, for General Admission events only, will cover the admittance of the bargaining unit member and a guest.

J. PEOPLE Deductions

The Board agrees to deduct PEOPLE deductions from the paychecks of those OAPSE employees who request such deductions with a written authorization provided to the Treasurer in September of any year. As with all other deductions, at least five (5) employees must sign up for the deduction. Deductions shall be made in twenty-four (24) pays.

K. The Board will pay the costs of professional development activities that it sends employees to, and will consider payment for training that is requested by the employee.

L. In the event of a Hancock County-declared Level 3 emergency (where the emergency condition affects the District, as opposed to only some other part of the County), the Board will pay the premium rate of time and one-half to an employee deemed essential and required to report for work. This guaranteed premium rate will remain in effect for hours worked by the employee during the Level 3 emergency.

ARTICLE 22 - SCOPE AND SEVERABILITY

A. This Agreement supersedes all previous oral and written agreements or practices between the Board and the Union and between the Board and any employee within the bargaining unit. The parties agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of employees.

B. It is also agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to bargaining and that the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any bargaining unit member may charge the Board or any of its agents with violating in raising a grievance.

C. This Article shall not bar negotiations over any subject or matter which the Board and the Union mutually agree to negotiate.

D. If any provision of this Agreement shall be declared illegal or repealed, only that provision shall be negotiated to comply with the law and the remainder of the Agreement shall remain in full force and effect.

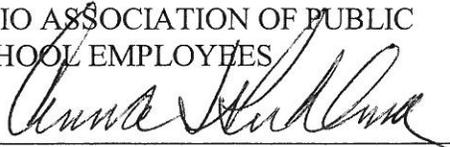
ARTICLE 23 - DURATION OF AGREEMENT

A. The provisions of this Agreement establish certain rights and benefits for the Union and the employees which shall only be coextensive with the terms of this Agreement, and these rights and benefits shall cease and terminate upon the termination date of this Agreement.

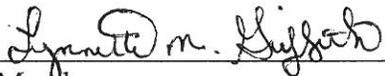
B. This Agreement shall become effective on July 1, 2011 and shall remain in full force and effect until June 30, 2014.

C. If either party wishes to modify or negotiate a successor agreement, it must serve written notice of that intention upon the other party in accordance with Article 3 of this Agreement. If no such written notice is given, this Agreement will be renewed automatically for one year.

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES


President

Date: 11-2-11


Team Member

Date: 11-2-11

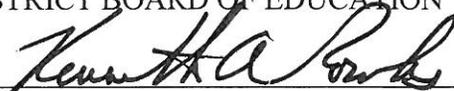

Team Member

Date: 11-2-11

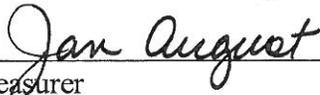
OAPSE Representative

Date: _____

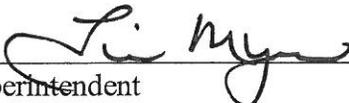
VAN BUREN LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION


Board President

Date: 11-2-11


Treasurer

Date: 11-2-11


Superintendent

Date: 11-2-11

Legal Representative

Date: _____

APPENDIX A

Wage Schedules

YEARS OF EXPERIENCE	HOURLY RATE 2011-2012	HOURLY RATE 2012-2013	HOURLY RATE 2013-2014	OTHER INFORMATION
FOOD SERVICE WORKER				
0	\$11.38	\$11.51	\$11.65	Various Hours x
1	\$11.83	\$11.96	\$12.11	188 days
2	\$12.29	\$12.43	\$12.58	Includes 8 holidays
3	\$12.74	\$12.88	\$13.04	
HEAD COOK \$0.50 PER HOUR MORE THAN COOK WITH SAME BENEFITS				
LIBRARY AIDE				
0	\$11.38	\$11.51	\$11.65	7 hrs./day x 188 days
1	\$11.83	\$11.96	\$12.11	Includes 8 holidays=
2	\$12.29	\$12.43	\$12.58	1316 hours
3	\$12.74	\$12.88	\$13.04	
TEACHERS AIDE				
0	\$11.38	\$11.51	\$11.65	7 hrs./day x 188 days
1	\$11.83	\$11.96	\$12.11	Includes 8 holidays=
2	\$12.29	\$12.43	\$12.58	1316 hours
3	\$12.74	\$12.88	\$13.04	
RECEPTIONIST				
0	\$11.10	\$11.22	\$11.37	8 hrs./day x 208 days
1	\$11.53	\$11.66	\$11.81	Includes 8 holidays=
2	\$11.97	\$12.10	\$12.26	1664 hours
3	\$12.40	\$12.54	\$12.70	Includes 1/2 hr. paid lunch
MONITORS				
0	\$10.83	\$10.95	\$11.09	
1	\$11.24	\$11.37	\$11.51	Various hrs x 188 days
2	\$11.69	\$11.82	\$11.97	Includes 8 holidays
3	\$12.12	\$12.26	\$12.41	

BUILDING SECRETARY

0	\$12.07	\$12.21	\$12.36	8 hrs./day x 208 days
1	\$12.55	\$12.69	\$12.85	Includes 8 holidays=
2	\$12.99	\$13.14	\$13.30	1664 hours
3	\$13.46	\$13.61	\$13.78	Includes 1/2 hr. paid lunch

CUSTODIAN

0	\$13.82	\$13.98	\$14.15	8 hrs./day x 260 days
1	\$14.26	\$14.42	\$14.60	Includes 9 holidays=
2	\$14.75	\$14.92	\$15.10	2080 hours
3	\$15.18	\$15.35	\$15.54	

BUS DRIVER

0	\$17.21	\$17.40	\$17.62	Average-1 hr trip with
1	\$17.67	\$17.87	\$18.09	30 min. prep Average
2	\$18.11	\$18.31	\$18.54	3.0 hrs/days x 188 days
3	\$18.56	\$18.77	\$19.00	Includes 8 holidays= 564 hrs

BUS MECHANIC

0	\$15.56	\$15.74	\$15.93	8 hrs./day x 260 days
1	\$16.03	\$16.21	\$16.41	Includes 9 holidays=
2	\$16.46	\$16.65	\$16.85	2080 hours
3	\$16.92	\$17.11	\$17.32	

BUS DRIVER EXTRA TRIP RATE

\$13.00	\$13.15	\$13.31
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Notwithstanding the above, it is understood that no employee will vertically move on the wage schedule for his/her classification during the 2011-12, 2012-13, and 2013-14 contract years including longevity pay movement; for example, a bus driver placed at Step 2 as of the end of the 2010-11 contract year will remain at Step 2 for the duration of this Agreement.

Each employee shall receive a one-time lump sum payment of \$100, less applicable payroll withholdings, no later than the first regularly scheduled payday in December 2011.

Parochial Route	*
EMR Route	*
Vocational Route A.M.	*
Vocational Route P.M.	*
Noon Run	*

Pay will be established as per hourly rate on pay schedule after bus routes and times are established for the school year. All scheduled hours of work regardless of the number of positions and/or routes will be included in the calculation of an employee's annual salary for SERS reporting purposes. All employees shall receive their annual salary, minus mid-day runs paid by timesheet and field/extracurricular trips, over twenty-six (26) pay periods.

LONGEVITY PAY: (All employees)

After 5 Years-	Additional \$.05 per hour
After 10 Years-	Additional \$.15 per hour
After 15 Years-	Additional \$.20 per hour
After 20 Years-	Additional \$.25 per hour
After 25 Years-	Additional \$.30 per hour

APPENDIX B

Insurance

The Board will contribute a monthly amount equal to eighty-five percent (85%) of the monthly cost of CMM coverage (Plan B) for each full-time employee toward the purchase of family insurance coverage.

For single coverage, the employee will contribute toward the monthly insurance cost as follows:

Plan B Participant: 5% of premium per month eff. with Jan 2012 coverage
 10% of premium per month eff. with October 2012 coverage
 15% of premium per month eff. with October 2013 coverage

Dental Insurance:

* Dental Plan

Vision Insurance:

* Family or Single Plan
 No deductible on exam or materials
 Lenses and exams every 12 months
 Frames every 24 months

Drug Card

* Stand alone drug card (as per 2001-2002 contract year)

Employees must notify the Treasurer of their choices of coverage during the month of September, with changes in coverage beginning October 1.

The Board will contribute a prorated amount toward the purchase of insurance coverage for those part-time employees who are scheduled to work between three (3) and seven (7) hours per day according to the following schedules. For insurance purposes only, bus routes that are driven four (4) days per week will be considered to be driven five (5) days per week in order to determine driver eligibility for insurance benefits:

Family Plan

3.00-3.50 hours	45% of the full-time Board-paid allocation (85% of CMM Plan B Family)
3.51-4.00 hours	50% of the full-time Board-paid allocation (85% of CMM Plan B Family)
4.01-4.50 hours	55% of the full-time Board-paid allocation (85% of CMM Plan B Family)
4.51-5.00 hours	60% of the full-time Board-paid allocation (85% of CMM Plan B Family)
5.01-5.50 hours	65% of the full-time Board-paid allocation (85% of CMM Plan B Family)
5.51-6.00 hours	75% of the full-time Board-paid allocation (85% of CMM Plan B Family)
6.01-6.50 hours	90% of the full-time Board-paid allocation (85% of CMM Plan B Family)
6.51-6.99 hours	95% of the full-time Board-paid allocation (85% of CMM Plan B Family)
7.00 + hours	100% of the full-time Board-paid allocation (85% of CMM Plan B Family)

Single Plan First Year:

3.00-3.50 hours	45% of the full-time Board-paid allocation (95% of CMM Plan B Family)
3.51-4.00 hours	50% of the full-time Board-paid allocation (95% of CMM Plan B Family)
4.01-4.50 hours	55% of the full-time Board-paid allocation (95% of CMM Plan B Family)
4.51-5.00 hours	60% of the full-time Board-paid allocation (95% of CMM Plan B Family)
5.01-5.50 hours	65% of the full-time Board-paid allocation (95% of CMM Plan B Family)
5.51-6.00 hours	75% of the full-time Board-paid allocation (95% of CMM Plan B Family)
6.01-6.50 hours	90% of the full-time Board-paid allocation (95% of CMM Plan B Family)
6.51-6.99 hours	95% of the full-time Board-paid allocation (95% of CMM Plan B Family)
7.00 plus hours	100% of the full-time Board-paid allocation (95% of CMM Plan B Family)

Single Plan Second Year:

3.00-3.50 hours	45% of the full-time Board-paid allocation (90% of CMM Plan B Family)
3.51-4.00 hours	50% of the full-time Board-paid allocation (90% of CMM Plan B Family)
4.01-4.50 hours	55% of the full-time Board-paid allocation (90% of CMM Plan B Family)
4.51-5.00 hours	60% of the full-time Board-paid allocation (90% of CMM Plan B Family)
5.01-5.50 hours	65% of the full-time Board-paid allocation (90% of CMM Plan B Family)
5.51-6.00 hours	75% of the full-time Board-paid allocation (90% of CMM Plan B Family)
6.01-6.50 hours	90% of the full-time Board-paid allocation (90% of CMM Plan B Family)
6.51-6.99 hours	95% of the full-time Board-paid allocation (90% of CMM Plan B Family)
7.00 plus hours	100% of the full-time Board-paid allocation (90% of CMM Plan B Family)

Single Plan Third Year:

3.00-3.50 hours	45% of the full-time Board-paid allocation (85% of CMM Plan B Family)
3.51-4.00 hours	50% of the full-time Board-paid allocation (85% of CMM Plan B Family)
4.01-4.50 hours	55% of the full-time Board-paid allocation (85% of CMM Plan B Family)
4.51-5.00 hours	60% of the full-time Board-paid allocation (85% of CMM Plan B Family)
5.01-5.50 hours	65% of the full-time Board-paid allocation (85% of CMM Plan B Family)
5.51-6.00 hours	75% of the full-time Board-paid allocation (85% of CMM Plan B Family)
6.01-6.50 hours	90% of the full-time Board-paid allocation (85% of CMM Plan B Family)
6.51-6.99 hours	95% of the full-time Board-paid allocation (85% of CMM Plan B Family)
7.00 plus hours	100% of the full-time Board-paid allocation (85% of CMM Plan B Family)

Employees who are scheduled to work less than three (3) hours per day will not be eligible for any health insurance benefits.

Life Insurance - All employees will be provided with term insurance in the amount of \$35,000 effective January 1, 2012.

Dental Insurance – All 12 month employees will be provided with Board-paid dental insurance

APPENDIX C

Waiver of Insurance

1. Any employee who is eligible to participate in the health insurance program may elect to withdraw from the program. The waiver program will operate on a school year (September through August) calendar.
2. If a full-time employee (seven (7) or more hours per day) elects to withdraw from the insurance program, the employee shall receive a stipend of \$1,000 (family), or \$500 (single) for each school year in which he/she does not participate in the insurance program.
3. If a part-time employee (between three (3) and seven (7) hours per day) elects to withdraw from the insurance program, he/she shall receive a percentage of \$500 (single) for each school year of nonparticipation. Said percentage shall be equivalent to the percentage of time the employee works in comparison to a full-time employee.
4. In the event of a change in marital status through death, divorce, or marriage, or if a spouse loses his/her present insurance coverage, the employee may re-enroll in the program. However, if none of the above are applicable, the employee may not re-enroll until the next open enrollment period.
5. It shall be the responsibility of the employee to notify the Treasurer's Office in writing during the month of June if he/she desires to withdraw from the insurance program for the next school year.
6. Payment of the stipend shall be made to the employee in two equal installments during the months of July and January of the school year of nonparticipation however, if employment is severed prior to the following June, or if re-enrollment occurs under Section (4) above, the employee will refund a prorated amount.

APPENDIX D
Grievance Form

Work Location (Please Print)

Grievant's Name (Please Print)

STEP 1: INFORMAL CONFERENCE

This issue was informally discussed with the grievant's immediate supervisor on _____
(date)

at _____
(location)

Grievant's Signature

Date

Supervisor Signature

Date

STATEMENT OF GRIEVANT (See Article 5, Section B, Step 2 for specific requirements):

Section(s) of Agreement violated: _____

Date, Time, and Location of Occurrence: _____

Relief Requested: _____

STEP 2: IMMEDIATE SUPERVISOR

Received by Supervisor: _____
Date

Supervisor/Designee Signature

Disposition: _____

Response Date: _____

Supervisor Signature

I hereby request my grievance be forwarded to Step 3. _____
Grievant's Signature Date

STEP 3: SUPERINTENDENT

Received by Superintendent/Designee: _____
Superintendent/Designee Signature Date

Disposition: _____

Response Date: _____
Superintendent/Designee Signature

STEP 4: MEDIATION

The Union hereby requests that this grievance be forwarded to Mediation as provided in Step 4 of the grievance procedure:

By: _____
Union Signature Date

Received by Superintendent/Designee: _____
Date Superintendent/Designee Signature

STEP 5: ARBITRATION

The Union hereby requests that this grievance be forwarded to Arbitration as provided in Step 5 of the grievance procedure:

By: _____
Union Signature Date

Received by Superintendent/Designee: _____
Date Superintendent/Designee Signature

Memorandum of Understanding
between
Van Buren Local Schools Board of Education
and
OAPSE Local783

The Van Buren Local Schools Board of Education and the Ohio Association of Public School Employees Local 783, agree to the establishment of the position of Bus Driver/Custodian as described in the written Job Description for the position. The parties further agree the pay scale for the position will be a 'blended' rate of the two job classifications as determined by the Treasurer of Van Buren Schools. The blended pay scale (below) will be listed as **Bus Driver/Custodian**.

BUSDRIVER/CUSTODIAN

			5 hrs./day x 188 days Custodial (940 hours) and
0	\$15.39	\$15.70	8 hrs per day for 72 days (576 hrs)
1	\$15.70	\$16.01	3 hrs./day x 188 days Bus driver (564 hours)
2	\$16.01	\$16.33	includes 8 holidays bus driver
3	\$16.33	\$16.66	includes 9 holidays Custodian
			2080 hours total

It is further agreed this Memorandum of Understanding will become a part of the Collective Bargaining Contract between the Van Buren Local Schools Board of Education and the OAPSE 783 upon its signing.

Van Buren Local Schools

Li Lynn 8-9-12
Superintendent date

OAPSE Local 783

Anna Kuhlman 8/15/12
President date
Christine Yaw 8/15/12

Van Buren Board of Education

Karen Dungan 8/9/12
President date