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# MASTER AGREEMENT

BETWEEN

FAIRLAND BOARD OF EDUCATION

AND

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
OAPSE, LOCAL 345

September 30, 2011 – September 29, 2014

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**ARTICLE 1. AGREEMENT**

- 1.1. This Agreement entered into between the Fairland Local School Board of Education, hereinafter referred to as the Board, and the Fairland School Employees Association, comprised of Local #345 of the Ohio Association of Public School Employees (OAPSE), hereinafter referred to as the Association.
- 1.2. The Association has bargaining rights for all employees in the bargaining unit on the following subjects:
  - A. Wages, hours, fringe benefits and other matters of economic welfare.
  - B. Working conditions.
  - C. Grievance Procedure.
  - D. Membership deductions.

**ARTICLE 2. AUTHORITY PROVISION**

- 2.1. The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States and the administrative control of the school system and its properties and facilities. The exercise of the foregoing rights by the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this contract. The Board and the Association agree that this negotiated agreement shall supersede any rules, regulations, or practices of the Board, which are contrary to or inconsistent with this negotiated agreement. If any portion of this negotiated agreement is rendered contrary to law, that provision shall be deemed null and void to the extent prescribed by law, with the remaining provisions to stay in effect. Negotiations may be reopened by either the Board or the Association on any or all provisions rendered to be in violation of the law by a court of competent jurisdiction.

**ARTICLE 3. RECOGNITION**

- 3.1. For the term of this Agreement, the Board recognizes the Association as the sole and exclusive bargaining representative for all regular non-teaching employees including all full-time and regular short-hour employees in the following positions or classifications:

|                       |                 |
|-----------------------|-----------------|
| Secretaries           | Custodians      |
| Aides                 | Bus Drivers     |
| Maintenance           | Food Service    |
| Custodial Maintenance | Office Clerical |

Note: This agreement is inclusive that the Office Clerical position is added to the unit with its current salary schedule and would be entitled to any raises given with the Collective Bargaining Agreement. (As per salary schedule for Office Clerical, the Office Clerical hours shall be 6 hours per day.)

3.2. Exempted from this bargaining unit are the following positions:

Treasurer  
Superintendent's Secretary  
Cashier  
Assistant Treasurer

3.3. For the purpose of this Agreement, Section 3.1 shall be considered as a combined single unit defined as the Bargaining Unit.

3.4. The term employee as used in this Agreement shall refer to those persons included in the bargaining unit.

#### **ARTICLE 4. PAYROLL DEDUCTIONS**

4.1. The Board agrees to deduct the State and Local Association dues from the pay of the employees requesting that such deductions be made, providing the employee signs an agreed to request form.

4.2. Authorization for Association dues shall continue to be in effect and shall be revocable by written notice to OAPSE and the Treasurer of the Board of Education in accordance with Section 5.2. Such notice shall be made using the agreed form available from the Association representative or the Treasurer of the Board of Education.

4.3. The amount of dues to be deducted for the Association shall be filed by letter, if the amount has changed from the previous year.

4.4. On a monthly schedule, if there is a change in membership, an exchange of notices shall be submitted to the Clerk of the Board and to the Association Treasurer.

4.5. Local dues shall be deducted from the first pay in October of each year. State dues shall be made in ten (10) deductions (October through July 31) and shall be sent directly to the State Association within ten (10) days after the deductions are made. A list of the deductions and the amount of each deduction shall be sent with the first check with a copy to the local Treasurer. Changes in deductions shall be provided at the time the change is made.

4.6. The Association and its members will indemnify and hold the Board and its members harmless for any finding made against the Board or its members concerning deductions based on authorization cards submitted by the Association to the Board. The Association takes the responsibility to correct any errors.

4.7. It is agreed by both parties that all noncertificated employees have the right to join or not to join an organization seeking or having recognition from the Board of Education.

4.8. New bargaining unit employees hired by the Board after October 1, 2009, will either (1) join the Association, (2) contribute a fair share amount to the Association, or (3)

contribute a fair share amount to a charity (I.R.C. Section 501(c)(3) organization) of their choice. The fair share amount shall be submitted by the Association Representative to the Board's Treasurer by September 1 of each year and shall not exceed the total Association dues for that year.

4.9 The Board agrees to continue the IRS 125 plan that has been in effect, that allows employees to take advantage of reducing their taxes.

4.10 People Deduction

The Board agrees to deduct from the wages of any employee who is a member of the Association a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a voluntary, written authorization. Such an authorization must be voluntarily executed by the employee and filed with the Treasurer's office between August 15 and August 30 of any year and may be in the amount of \$50, \$100, \$250, or \$500 for the year. The employee may revoke the authorization at any time without reprisal from the Association by giving written notice to the Treasurer's office with a copy to the Association via one of its officers. The Treasurer may assume that notice was given to the Association if the employee's written notice indicates a copy was sent to one of the Association's officers. The Board agrees to send to the Treasurer of the Association a check made payable to "Public Employees Organized to Promote Legislative Equality," representing the total deductions made pursuant to this provision, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. OAPSE agrees to fully indemnify and reimburse the Board for any costs expended due to misunderstandings, disputes, grievances, or claims that may arise out of the implementation of the PEOPLE deduction. If the deduction is determined at any time to be illegal, OAPSE shall reimburse the Board for the amount of any deductions after the determination, and shall indemnify the Board for the costs involved of any claims, grievances, or disputes that may arise out of such determination.

**ARTICLE 5. MAINTENANCE OF MEMBERSHIP**

5.1. All non-teaching employees in the bargaining unit covered by this Agreement who are members of OAPSE on the effective date of this contract and all other employees who, at their option, become members of the Association at any time in the future, shall, for the life of this Agreement, continue to be members of the Association. The Board of Education will not honor dues deduction revocations from any employee except as provided herein.

5.2. The Board will deduct dues from the pay of employees that are members of the Association upon receipt from the Association of individual written authorization cards voluntarily executed by the employee for that purpose and bearing his/her signature. Provided that any employee shall have the right to revoke such authorization by giving written notice to the Association at any time during the thirty (30) days prior to the expiration of this Agreement.

- 5.3. The board's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

## **ARTICLE 6. NEGOTIATIONS PROCEDURES**

### **6.1. Submission of Issues.**

Issues proposed for negotiations shall be submitted sixty (60) days prior to the expiration of the agreement, in writing by the Association to the Superintendent, or his designated representative, and by the Superintendent to the President of the Association, or his designated representative.

### **6.2. Rights of Individuals.**

Individuals shall be given the opportunity to express their views to the Board at any scheduled meeting by the Board in accordance with Board policy, provided that negotiations shall be conducted only with the Association. All members of the Association Negotiating Committee shall have the right to express their views during negotiations and shall be free from reprisal or intimidations during and after completion of negotiations.

### **6.3. Negotiating Teams.**

- A. The Board and the Association shall be represented by all negotiations meetings by a team of negotiators, not to exceed five (5) for each team, nor less than two (2) members each unless mutually agreed to. Neither party in any negotiations shall have any control over the selection of a negotiations or bargaining representative of the other party.
- B. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams.

### **6.4. Negotiation Meetings.**

- A. 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 site, date and time for the meeting.
- B. All days referred to herein shall be construed as work days so designated in the adopted school calendar. Any procedure involving non-work days would require mutual agreement. If the Board or its designated representative desires to set a negotiating meeting during a normal work day, all members of the negotiating team normally employed during those hours shall be paid for those hours at the

regular rate. All meetings after the normal working hours would not be thusly affected.

- C. Once the meeting date, time and place have been established by both parties, the following procedure will be followed:

In the first meeting both parties will present their written proposals and give an explanation. No additional items shall be presented except by the mutual agreement of the parties after the first negotiations session, except that each party may bring one additional item to the second negotiations session. Subsequent meetings will be held to negotiate the proposals, until a tentative agreement is reached.

- D. Each negotiation meeting will be held in executive session.
- E. All negotiations must be completed within ninety (90) days or by a date mutually agreed to.

#### 6.5. Caucus.

Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

#### 6.6. Exchange of Information.

The Superintendent shall furnish the Association, and the Association will furnish to the Superintendent, upon reasonable request, all available information pertinent to the issues under negotiations such as, financial condition of the district by the Superintendent or comparable wages and conditions by the Association.

#### 6.7. Consultants.

In addition to the negotiation teams, each team shall be authorized to admit no more ~~time~~ than two (2) consultants to negotiating meetings. Consultants may interchange with members of the team as may be desired. No more than one consultant may be permitted to address the negotiators at one time. If consultants are used, it shall be the same consultants throughout the period of negotiation, except by mutual agreement by both parties.

The intended use of such consultants shall be notified to the Board or the Association prior to all negotiation meetings.

#### 6.8. Progress Reports.

- A. Periodic written progress reports may be issued during negotiations to the public provided that any such press release shall have prior approval of both parties.

- B. The Association retains the right to issue general reports to its membership on the progress of negotiations.

#### 6.9. Disagreement.

- A. In the event an agreement is not reached by negotiating after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.
- B. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties has solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
- C. If impasse is declared by either party, it is with understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
- D. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. The Board will agree to use the Federal Mediation Service as long as the service is free and at no cost to the Board. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- E. The mediator has no authority to recommend or to bind either party to any agreements.
- F. Mediation shall be limited to thirty (30) days, unless mutual agreement by the parties to extend the time.
- G. After the thirtieth (30<sup>th</sup>) day of mediation has occurred and no agreement has been reached, the Board may make a final offer which the OAPSE negotiating team will take back to a vote of its membership and report the results to the Board within fourteen (14) calendar days. If the Union wishes to make a final offer after this thirty day mediation period has been exhausted, the Board's negotiation team will present that offer to the Board at its next regular meeting.

#### 6.10. Agreement

- A. When consensus is reached on those matters being negotiated, the understanding of both parties shall be reduced to writing and submitted to the Association for ratification. Within thirty (30) days from the time the Agreement, ratified by the Association, is presented to the Board, the Board shall take action upon the recommendation submitted.

- B. When approved by the Board, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board.
- C. All negotiated benefits shall be implemented by all parties concerned and shall become effective on the date agreed to by both parties.
- D. Any agreement reached and accepted by the Association and the Board shall supersede any rules, regulations, or practices of the Board which are contrary to or consistent with the terms of this Agreement.

6.11. Mid-Term Bargaining Procedures

If a matter requires mid-term bargaining or if the parties engage in mid-term bargaining, the mutually agreed upon dispute resolution procedures set forth in this Agreement for bargaining (6.9 above) shall apply.

**ARTICLE 7. NO STRIKE/NO LOCKOUT**

- 7.1. There shall be no strike, slow down, or work stoppages, sanctioned by the Association for the duration of this Agreement.
- 7.2. In the event that the Association violates this provision, the members shall be subject to appropriate penalties as determined by the Board.
- 7.3. The Association will make every reasonable effort to prevent or terminate violations of this pledge.
- 7.4. The Board agrees that there shall be no lockouts for the duration of this Agreement.

**ARTICLE 8. GRIEVANCE PROCEDURE**

- 8.1. Grievance Policy: The Fairland Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its non-teaching employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all non-teaching employees and no reprisals of any kind shall be taken against any non-teaching employee initiating or participating in the grievance procedure.
- 8.2. Purpose and Objectives: The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time equitable solutions to grievances which may arise from time to time. Both the Board and the Local agree that grievance proceedings shall be handled in a confidential manner.

8.3. Definitions:

- A. A “grievance” is an alleged violation, misinterpretation or misapplication of the articles of this Agreement; or implementation of matters negotiated between the Board and the Local.
- B. An “aggrieved person” is the Union or the person or persons making the claim. A grievance may be brought by the Union on behalf of more than one bargaining unit member in which event the grievance may be processed as a group grievance and separate grievances by each of the affected Bargaining Unit members need not be filed.

8.4. General Provisions:

- A. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure.
- B. An alleged violation shall be written in triplicate on a form furnished by the Chapter and shall include:
  - 1. Aggrieved person’s name;
  - 2. The alleged violation of the negotiated agreement with a statement of facts including the date of the incident giving rise to the grievance;
  - 3. The specific Articles and sections of the agreement violated;
  - 4. The relief sought;
  - 5. Date of the grievance; and
  - 6. Printed name and signature of the aggrieved.
- C. An individual grievance shall be initiated by the person so aggrieved.
- D. A group grievance may be initiated by the Association on an alleged violation that affects two or more non-teaching employees.
- E. The Local Association representatives shall be available to assist any non-teaching employee in preparing the proper and complete information necessary to expedite the procedure.
- F. No labor organization or representative of the Bargaining Unit member other than those designated by the Union may represent the Bargaining Unit Member or be present during any step of the grievance procedure.
- G. Time limits shall be considered as maximum, unless otherwise extended by mutual written agreement by both parties involved.
- H. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.

- I. Any grievance not answered by the Employer within the time limitations set forth in the particular step shall be considered to be responded to in the negative and shall be automatically advanced to the next step of the grievance procedure except to Level 5, Arbitration, which requires a specific request by the Union to advance the grievance arbitration.
- J. A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within his or her realm of responsibility or control.
- K. Nothing contained in this procedure shall be construed as limiting the individual rights of a non-teaching employee, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communications.
- L. Nothing contained in this procedure shall be construed as limiting the rights of a non-teaching employee from using other professional or legal rights in resolving a complaint or problem.
- M. A day shall be defined as a day the Central Administration Office is opened to conduct business, excluding calamity days.
- N. No reprisal shall be made against any party involved in the use of this grievance procedure.
- O. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein described.
- P. One copy of all records, documents, or communications concerning a grievance shall be kept by the Local and one by the Board of Education.
- Q. A grievance may be withdrawn at any point by submitting a written statement to that affect or by permitting the time requirements at any step to lapse without further appeal.
- R. The parties may choose to settle any grievance without setting precedent and all such settlements below Level Two are non-precedent setting.

8.5. Procedure:

A. Level I - Administration.

1. A copy of the written grievance shall be submitted to the aggrieved's immediate administrator within fifteen (15) days of becoming aware of the alleged violation.
2. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.
3. Within five (5) days of the meeting, the administrator shall provide the aggrieved with a written response stating his or her position and suggestions for resolution of the grievance.

B. Level II - Superintendent.

1. If the aggrieved is not satisfied with the suggestions for resolution received at Level I, he or she may, within five (5) days of receipt of such written response, submit the written grievance to the Superintendent and request a meeting to discuss the grievance.
2. The meeting shall be within five (5) days of the request.
3. The meeting shall be conducted in a manner as stated in Level I.
4. Within five (5) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his or her position and suggestions for the resolution of the grievance.

C. Level III - Local Board Meeting (Hearing).

1. If the aggrieved is not satisfied with the suggestions for resolution received at Level II, he or she may, within five (5) days of the written response, make written request to the President of the Local Board for a hearing with the Board and the Local.
2. The meeting shall be within fifteen (15) days of the request.
3. Within five (5) days of the meeting, the President of the Local Board shall provide the aggrieved with a written response stating the position of the Board and suggestions for resolution of the grievance.

8.6. Level Four (4) – Mediation

The employee or bargaining unit member may petition the Union (Ohio Association of Public School Employees, Local #4, AFL-CIO) to appeal the grievance to mediation. The Union has thirty (30) working days to appeal the grievance to mediation. Mediation shall be scheduled as soon as possible with a mediator from either Federal Mediation and Conciliation Services (FMCS) or the Arbitration Mediation Services (AMS).

8.7. Level Five (5) – Arbitration

The employee or bargaining unit member may petition the Union (Ohio Association of Public School Employees, Local #4, AFL-CIO) to appeal the grievance to arbitration. The Union has thirty (30) working days to appeal the grievance to binding arbitration. The School Board or their designated representative will request a panel of Ohio arbitrators only from the Federal Mediation and Conciliation Services (FMCS) or the Arbitration Mediation Services (AMS). The panel shall have fifteen (15) names on it and the cost of the panel will be split by the parties. Either party may reject one list by notifying the other party within one week of the receipt of the FMCS or AMS list and will be responsible for paying for the new list. The parties may mutually agree to reject the initial list in this event the parties will split the cost of the list from FMCS or AMS providing arbitrators. The party canceling the arbitration shall be responsible for any cancellation fees due to the arbitrator.

A. No past practices may be appealed to Arbitration.

The Arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this Agreement (including disciplinary action to the extent permitted herein). The Arbitrator shall have no power or authority to make any decision:

- a. Adding to, subtracting from, modifying, changing or amending in any way the terms and provisions of this Agreement, or any written agreements between the parties;
- b. Concerning the establishment of wage rates not negotiated as part of this Agreement; and
- c. Setting standards of performances or the standard for licenses or certificates.

B. The costs of the Arbitrator, including the travel expenses, hearing room, etc., and a copy of the record of the proceedings shall be paid by the losing party; however, if the losing party cannot be determined, the Arbitrator shall apportion the costs to be paid by Management and the Union, and shall set down this apportionment as part of the decision. Bargaining Unit Members involved in the arbitration

procedure shall be released from their duties, with pay, for a reasonable amount of time when attending the arbitration hearings when they are appearing as witnesses, grievant or Local Union Steward.

- a. Each party shall be responsible for the costs incurred by it in preparing and presenting its case to the Arbitrator, including but not limited to the compensation and expenses of its representatives and fees and other expenses of its witnesses.
  - b. Either party may have a transcribed record made of the arbitration hearing at its own expense. The other party will be provided with a copy of the transcript, upon payment of the cost of a copy of the transcript and ½ of the cost of a copy for the arbitrator. However, if one party requests a transcribed record, and the other party does not request a copy, the party without a copy will pay no cost of the transcript.
- C. The Arbitrator shall make his/her decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing within thirty (30) days from the close of the hearing. The decision shall be final and binding on the Union and its members and the Board and its Bargaining Unit members.
- D. If the Arbitrator's decision awards the payment of back wages covering the period of the Bargaining Unit member's separation from the Board's payroll, the amount so awarded shall be less any unemployment compensation and shall not include the assumption the Bargaining Unit member would have worked overtime during the period of separation from the Board's payroll. The arbitrator shall also apply the legal duty to mitigate damages.
- E. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable.

## **ARTICLE 9. SENIORITY**

- 9.1. To the extent permitted by law, the principle of seniority hereafter defined shall prevail.
- A. System seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire. System seniority begins with the employee's date of hire as a regular employee.
  - B. Job classification seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification.
- 9.2. Assignment of Work Location - Permanent Transfer and Bidding Procedure.

It shall be the policy to use seniority as the determining factor in permanently filling vacancies or in the assignment of work locations. This shall be accomplished by the following procedure:

- A. A notice indicating that a job opening exists or is expected to exist (if known ahead of the vacancy) shall be posted in the work locations for five (5) work days.

The posting shall contain the following information:

- a. Location;
- b. Schedule or normal hours of the position;
- c. Qualifications including any licenses required;
- d. Base hourly rate;
- e. An attached job description (as soon as approved by Board); and
- f. When the posting will close and where bids are submitted.

Location is subject to the Superintendent's authority to re-assign on a temporary basis. All bargaining unit bids and postings shall be sent by regular payroll mail to employees that are off in the summer, provided he/she has requested this in writing to the Treasurer by June 1 of each year. During this posting period employees may bid on the vacant job. The job opening shall be awarded to the employee having the most seniority within the specific job classification, and the posted position shall be awarded thirty (30) days after the formal posting date or the next regular board meeting whichever occurs later.

- B. If the position is not filled by an employee within the same classification or position, it shall be open for bid to all members of the bargaining unit and filled with the most senior applicant provided he/she meets or exceeds the necessary qualifications. Previous work experience in the position shall be considered.
- C. There shall be a probationary period of forty-five (45) work days, during which time the Board shall have the right to return a transferred employee back to his/her former classification if the employee cannot perform the required work within the new classification without any loss of seniority. During this period the employee shall have the same right to return to his former classification. When an employee transfers, a substitute shall be used in his/her former classification until the probationary period is completed.

After the forty-five work day probationary period is over and the Board decides to fill the position, the Board will post the position and fill it within forty-five (45) days after the expiration of the posting period.

- D. Any bidding employee shall be transferred the next full pay period of the month.

- E. In the event of conflicts affecting the operation of any building or the school system in general, the Board reserves the right to make duty assignment changes subject to the following procedure:
1. Any employee being considered for transfer shall be given written notice by the building Principal. A meeting shall be scheduled during which time the issue shall be discussed between the employee and the Principal. The employee shall be given at least five (5) days to correct the situation.
  2. At the end of the five (5) days, if no remedy has been effected and the situation still exists, the employee or employees shall meet with the building Principal and the Superintendent to discuss the issue and seek a remedy, after which the employee or employees shall be given at least five (5) days to correct the situation.
  3. At the end of the five (5) days, if no remedy has been effected and the situation still exists, the employee or employees shall be given the opportunity to appeal to the Board of Education in Executive Session. Transfers made pursuant to this section shall be made only with the majority approval of the Board. No employee having received such a transfer shall suffer any reduction of salary and/or hourly rate.
  4. The Board shall have the right to place an employee on a temporary assignment in another job location, but with no reduction in wages. Temporary positions shall be less than thirty (30) consecutive work days.
  5. Employees working in a higher job position to fill a temporary vacancy shall receive the higher rate of pay beginning the third (3rd) day in the position. Payments shall be retroactive to the first day.
- F. Employees transferred or awarded positions in another classification shall be placed at the Step 0 in new salary classification.

## **ARTICLE 10. BARGAINING UNIT WORK**

- 10.1. No work that is presently done by the full-time employees of the Board will be contracted out. Work of a specialty nature requiring such as an electrician, plumber, lighting, heating, and cooling personnel will continue to be contracted out. Any work that requires skills that are not possessed by bargaining unit members shall be contracted out by the Board.

## **ARTICLE 11. LAYOFF AND RECALL**

- 11.1. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such lay-off.

- 11.2. The number of people affected by reduction in force will be kept to a minimum by not employing replacements (insofar as practical) of employees who resign, retire, or otherwise vacate a position.
- 11.3. Whenever it becomes necessary to lay-off employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first.

Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment of their present classification. Authorized leaves of absence do not constitute as interruption in continuous service. In the case of identical seniority, the Administration shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.

- 11.4. The following classifications shall be used for the purpose of defining classification seniority in the event of lay-off:

- |                          |                      |
|--------------------------|----------------------|
| A. Secretarial           | E. Food Service      |
| B. Custodial             | F. Educational Aides |
| C. Bus Drivers           | G. Maintenance       |
| D. Custodial Maintenance | H. Office Clerical   |

- 11.5. The Board of Education shall determine in which classifications the lay-off should occur and the number of employees to be laid off. In the classification of lay-off, employees on probation shall be laid off before any employees in that classification employed under a continuing contract is laid off.

- 11.6. Forty-eight (48) hours prior to the effective date of lay-offs, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the lay-off. Each notice of lay-off shall state the following:

- A. Reasons for the lay-off or reduction.
- B. The effective date of lay-off.
- C. A statement advising the employee of their right of reinstatement from the lay-off.

- 11.7. For the classification in which the lay-off occurs, the Board shall prepare a reinstatement list and name all employees employed under probationary contracts who shall be placed on the reinstatement list in the reverse order of lay-off. The name of all employees employed under the continuing contract status of employment shall be placed on a reinstatement list in reverse order of lay-off. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.

11.8. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of lay-off. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail. Seniority cannot be accumulated by the laid off employee while on lay-off.

11.9. Lay-Off Notice.

**FAIRLAND LOCAL SCHOOL DISTRICT  
LAY-OFF NOTICE**

\_\_\_\_\_ is hereby notified that effective \_\_\_\_\_, 20\_\_\_\_, until \_\_\_\_\_, 20\_\_\_\_, that he/she is laid off from the position as \_\_\_\_\_ because of \_\_\_\_\_.

Pursuant to Article 11, Section 8, said employee is entitled to reinstatement to their position for a period of two (2) years from the effective date of lay-off.

Notice will be served by certified mail as to the date of reinstatement and reporting to work.

**ARTICLE 12. LABOR-MANAGEMENT COMMITTEE**

12.1. The Board or its designated representative(s) and the Association or its representative(s) agree to meet and discuss the implementation of Memorandums of Understanding and issues other than those included in this Agreement.

12.2. Such meetings shall be held at times and places as may be mutually agreed upon. Advance requests shall be made at least three (3) days before a proposed meeting date. Along with the request shall be the agenda of items to be discussed. Meetings shall not exceed two (2) hours unless both parties agree to extend the meeting time.

**ARTICLE 13. JURY DUTY**

13.1. In the event an employee is notified to appear for jury duty, he/she shall submit such notice to the Board's Treasurer's office as soon as possible.

13.2. Time required for the employee to serve as a juror shall be release time not chargeable to either sick leave or personal leave.

13.3. The employee shall receive his/her regular rate of pay during the time he/she is required to serve as juror. Upon return from jury duty, the employee shall remit such payment as received from the court to the Board Treasurer.

## ARTICLE 14. LEAVES OF ABSENCE

- 14.1. Leaves of absence for reasons of health shall be granted upon request for a period of not more than two (2) consecutive school years, as per policy. Upon return from such leave the employee shall be reinstated to his old position or one equal to it.
- 14.2. During the absence, the positions shall be filled by a substitute if a qualified individual is not available, and the Board may offer the position for bid at such time that the employee indicated he/she does not intend to return.

### 14.3. Family and Medical Leave Benefits.

- A. In accordance with the Family Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid leave for the following reasons:
1. to care for a newborn son or daughter;
  2. for a placement of a son or daughter with the bargaining unit member for adoption or foster care;
  3. to care for a seriously ill child, spouse or parent; or
  4. because of their own serious health condition.

Entitlement to child care shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

- B. Bargaining unit members must give the Board at least a thirty (30) days notice, or as much notice as is practicable in foreseeable situations. The Board observes a rolling twelve (12) month period or year for determining Family Medical Leave. The twelve (12) month period starts when a bargaining unit member applies for FMLA and goes back 12 months for determining eligibility and forward from date of application for leave twelve (12) months for the 12 weeks of leave usage.
- C. Bargaining unit members may be required to use their accumulated paid leave concurrently with FMLA leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid leave combination.)
- D. Leave taken for a period that ends with the school year and begins with the next semester is taken consecutively. Summer recess is not counted against FMLA entitlement for employees not scheduled to work during summer recess.
- E. Medical certification shall be required to substantiate leave for the reasons stated above with the Board having the option of requiring second and third opinions at Board expense. Employees shall use the Department of Labor's Certification of Health Care Provider Form when medical certification is required. Employees

shall receive notice by the Department of Labor's Employer Response to FMLA Request Form.

- F. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the Board and employee and provided all requirements have been satisfied.
1. When a bargaining unit member uses FMLA leave on an intermittent or reduced leave schedule basis, the Board may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.
  2. When an instructional employee needs intermittent leave which is foreseeable and the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, the Board may require the employee to either:
    - a. take leave for a period or periods of a particular duration; or
    - b. transfer temporarily to an available alternative position for which the employee is qualified.
  3. When an instructional employee begins leave more than five (5) weeks before the end of the term, the employer may require the employee to continue taking leave until the end of the term if:
    - a. the leave will last at least three (3) weeks;
    - b. the employee would return to work during the three (3) week period before the end of the term.
  4. When an instructional employee begins leave during the five (5) weeks before the end of the term, the employer may require the employee to continue taking leave until the end of the term if:
    - a. the leave will last more than two (2) weeks; or
    - b. the employee would return to work during the two (2) week period before the end of the term.
  5. When an instructional employee begins leave during the three (3) weeks before the end of the term and lasting more than five (5) working days, the

employer may require the employee to continue taking leave until the end of the term.

6. With respect to paragraphs F-2 through F-5, only the time needed for FMLA reasons shall be counted against the FMLA entitlement.
- G. Health insurance benefits shall continue during the period of FMLA leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of the health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.
- H. For the purpose of this Article, the following definitions shall apply:
  1. "Serious Health Condition" - an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) or more days in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.
  2. "Reduced Leave Schedule" - a leave schedule that reduces the usual number of hours per work week, or hours per work day, of a bargaining unit member.

## **ARTICLE 15. COOKS WORK SCHEDULE**

- 15.1. All cooks shall be granted three (3) days before the start of the school year in which to make ready for school opening (order, distribute, store supplies, clean, etc.).
- 15.2. All such time shall be paid for at the employee's regular rate of pay.

## **ARTICLE 16. SICK LEAVE**

- 16.1. Regular contracted employees of the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month. Sick leave shall be cumulative up to two hundred ninety five (295) workdays.
- 16.2. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, and injury in the employee's immediate family.
- 16.3. An employee who transfers from one public agency to another shall be credited with the unused balance of this accumulated sick leave up to one hundred eighty (180) days.

- 16.4. Employees who render part-time seasonal, intermittent, per diem service shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employees.
- 16.5. The employee shall furnish a written, signed statement or forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he was consulted.
- 16.6. Definition of immediate family: father, mother, spouse, child, step-child, foster child, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, brother or sister of either the employee or employee's spouse.
- 16.7. Employees who use less than four (4) days per year shall accumulate one additional day of severance pay, per year, to be used at the time of retirement.
- 16.8. Perfect attendance bonus for those full-time employees who do not use a day of sick leave or are absent on any day without pay during each quarter, shall receive a one hundred dollar (\$100.00) payment on the paycheck following the second full pay after the end of the quarter. This section is effective with the first day of school each year. Maximum payment of four hundred dollars (\$400.00) per year is obtainable.
- 16.9. Sick Leave Donation Program

In order to enable Bargaining Unit members to assist any fellow bargaining unit member who has suffered a serious life threatening injury or catastrophic illness, upon approval of the Superintendent, a bargaining unit member may transfer his/her accumulated sick leave to a fellow bargaining unit member so affected under the following conditions:

- A. A maximum total of thirty (30) days of sick leave may be received by any one member in any school year. No bargaining unit member may transfer sick leave to another bargaining unit member unless that member has at least fifty (50) sick leave days to their credit. Bargaining unit members with fifty (50) days to their credit may transfer up to three (3) days per school year (July 1 to June 30).
- B. Once leave is transferred there is no re-crediting or transferring back of leave required.
- C. The Superintendent may require any bargaining unit member to submit documentation from the recipient's physician attesting to the nature of the illness or injury. The Superintendent may require any bargaining unit member who has more than five (5) years of service to submit an application to S.E.R.S. for disability before receiving any sick leave payments under this Article.
- D. Any transfer of leave is to be voluntary and in writing prior to the recipients use of the same.

E. The decision of the Superintendent is not subject to the grievance procedure.

**ARTICLE 17. SEVERANCE PAY**

- 17.1. Any employee that retires from the Board of Education shall be paid one-fourth (1/4) of his accrued sick leave up to a maximum of fifty-seven (57) days.
- 17.2. The rate of pay shall be his/her rate of pay at the time of retirement.
- 17.3. Payment of severance pay shall be made no later than thirty (30) days after the employee becomes a retiree of the School Employees Retirement System and after a written request for severance pay has been received by the Treasurer of the Board of Education.

**ARTICLE 18. EARLY RETIREMENT INCENTIVE**

- 18.1. The Board may design and implement an early retirement incentive plan for non-certificated employees. A plan, if adopted by the Board, will follow the guidelines established by law.

**ARTICLE 19. SALARY SCHEDULE**

- 19.1. All non-teaching employees shall be paid Fridays. Employees shall be paid in 26 equal installments. Paychecks shall be available by 8:30 a.m. barring unforeseen circumstances.
- 19.2. Assignment of custodians may be changed on a temporary basis from time to time during the summer months.
- 19.3. All bargaining unit members are required to punch a time clock to accurately reflect their hours of work are correctly recorded for determining eligibility for overtime only under federal law.

**ARTICLE 20. JOB DESCRIPTIONS**

- 20.1. Employees will be furnished a copy of the job descriptions of his/her classification covered under the terms of this Agreement. The employee will be notified of any changes and the effective date of such changes.

**ARTICLE 21. SAFETY COMMITTEE**

- 21.1. The Board of Education agrees to recognize an OAPSE Safety Committee, at no expense to the Board of Education.
- 21.2. The Committee shall consist of at least one (1) representative from each building.

- 21.3. The powers of the Safety Committee shall be limited to investigating and recommending safety changes to the administration or the Board of Education.
- 21.4. Meetings of the Safety Committee shall be on time other than during regular work schedule of the members of the Safety Committee.
- 21.5. Recommendations to the Board of Education would be made at regularly scheduled monthly meetings of the Board.

## **ARTICLE 22. PERSONAL LEAVE AND BEREAVEMENT LEAVE**

- 22.1. Each employee shall be granted not more than three (3) days per school year for the purpose of conducting personal business which cannot be conducted at times other than during the regular school days.
- 22.2. Said leave shall not be accumulated from one year into the next. (Year is defined as July 1 - June 30.)
- 22.3. Each employee desiring personal leave shall complete the proper leave request form giving reasons for why personal leave has been requested, and submit the request to the building principal or immediate supervisor five (5) working days before the date(s) requested. The employee shall be notified of approval or disapproval by the superintendent no later than one (1) day before the date(s) requested. In the case of an emergency the employee shall, upon return, provide the reason to the immediate supervisor for the use of personal leave.
- 22.4. Personal leave may not be used immediately preceding or following a holiday or vacation without a written explanation provided to the Superintendent.
- 22.5. No more than one employee in a classification per building may be approved for any one day.
- 22.6. Personal leave shall not be used for recreation, relaxation, vacation, seeking or engaging in other gainful employment, or any reasons covered by sick leave.
- 22.7. In the event an employee is proved to have violated the personal leave policy, he/she may be docked day's pay for each such violation. Repeated violations shall be considered grounds for further disciplinary action.
- 22.8. At the end of the year, each unused personal leave day shall be credited and added onto the full-time employee's accumulated sick leave, or reimbursed at the employee's daily rate.
- 22.9. Three (3) personal leave days shall be of an unrestrictive nature not subject to giving reasons as stated in 22.3.
- 22.10. Bereavement Leave

Bereavement leave for death in the immediate family shall be limited to five working days for each such absence. For bereavement leave up to five (5) **consecutive** days, immediate family means father, mother, step-parents, spouse, child, step-child, foster child, brother, sister, mother-in-law, father-in-law, grandparents, and grandchildren.

Bereavement leave for other immediate family members defined as brother-in-law, sister-in-law, shall be limited to two (2) **consecutive** days for each such absence.

Bereavement leave shall not be subtracted from accumulated sick leave.

If extenuating circumstances exist, such as distance and travel, additional days may be granted by the Superintendent at his/her discretion and will be subtracted from sick leave.

### **ARTICLE 23. OAPSE DISTRICT CONFERENCE**

- 23.1. The Board of Education agrees to permit any employee to attend OAPSE District Conference, if held on a day when schools are not in session. To receive pay for that day, an employee must be scheduled for work on his/her regular job and must attend all scheduled meetings. An employee scheduled to work, who chooses not to attend the OAPSE meeting, must work his/her scheduled job.
- 23.2. The Board of Education may permit a bargaining unit member who is an elected and/or state appointed member of the local union to attend the OAPSE State or District Committee Meetings involving union business as long as no more than two (2) bargaining unit members are released from the same building at the same time. All cost to the Board of Education applicable to the bargaining unit member, including his/her daily wages, shall be reimbursed to the Board by OAPSE.

### **ARTICLE 24. DELEGATE RELEASE TIME**

- 24.1. The Board shall provide release time without loss of pay for officers and delegates to attend the Annual OAPSE Delegate Conference.
- 24.2. The number of delegates shall be limited to the specific number provided by the OAPSE Constitution (Chapter President plus one delegate per each 100 members or part thereof, and elected delegates from the OAPSE District).
- 24.3. No more than two (2) employees shall be released from any one building at the same time.
- 24.4. Mileage shall be paid at the rate of Board Policy allowance.
- 24.5. The Chapter shall make an effort to avoid appointing delegates from the same classification.

**ARTICLE 25. REQUIRED MEETINGS**

25.1. Any employee required by the Board to attend a meeting on a non-scheduled work day shall receive a regular work day's wages for that meeting day.

**ARTICLE 26. PERSONNEL FILES**

26.1. The personnel file of each employee shall be maintained at the Board of Education's central administration office. Any files kept by any supervisor of any employee shall not contain any material that is not in the main personnel file.

26.2. Employees shall receive copies of all material placed in their personnel files. The employee may, during normal hours of operation, review his/her personnel file. An employee shall be able to attach written comments to any items contained in his/her file.

26.3. No unsigned or anonymous material shall be placed in employee personnel files.

**ARTICLE 27. EMPLOYEE EVALUATION**

27.1. The Administration may evaluate an employee, any number of times, on an evaluation form approved by the Board of Education. Each employee shall be evaluated at least one (1) time each year.

27.2. An employee may write his comment on a space provided on the evaluation form.

27.3. An employee may examine his personnel file in the presence of an administrator, so long as the employee does not remove any article from the file.

27.4. The employee must sign any evaluation. This signing does not necessarily mean that the employee agrees with the evaluation contents.

**ARTICLE 28. PHYSICAL EXAM**

28.1. A member is required by the Board, as a condition of employment, to have a physical. The Board has the right to select physician and shall pay the cost of the examination not covered by insurance.

28.2. The Board will pay for bus driver's abstracts and food handlers' permits.

**ARTICLE 29. REPORT DAY**

29.1. The Board agrees that any time an employee is requested to report to work and work is not available, he shall be paid for four (4) hours at his regular rate of pay or granted compensatory time off.

29.2. The above Section #1, shall not include calamity days.

## **ARTICLE 30. TRAVEL ALLOWANCE**

- 30.1. Any employee who is requested by his/her supervisor and who agrees to use his/her own vehicle to service the Board of Education shall be paid at the rate per mile at the current IRS (Internal Revenue Services) rate for actual distance traveled.
- 30.2. Individuals being paid the mileage in 30.1 will be responsible for carrying insurance on their private vehicle and will be responsible for all traffic violations.

## **ARTICLE 31. BUS DRIVERS**

- 31.1. It is understood that all buses must be kept in good driving condition and shall be inspected prior to the opening of school. No driver shall be requested to drive an unsafe bus. Bus drivers must immediately report a deficiency or unsafe condition in their bus.
- 31.2. Only those drivers that are regular or substitute drivers with the Board shall be assigned to any route or extra trip. Extra trips cannot be accepted if they interfere with a driver's regular route, except for championship or tournament games. Once a driver accepts a trip, he/she cannot trade trips.

## **ARTICLE 32. BUS ROUTES**

- 32.1. Extra trips shall be offered to available regular drivers before they are offered to substitutes. Extra trips will not generally be assigned to any driver if the trip will interfere with his/her regular route, unless the assignment involves the driver's sport being in championship or tournament games in which eight (8) or more students participate. An extra trip shall be offered to a regular driver who would need to leave his/her regular route, before the trip is offered to a substitute driver, only if there is an experienced substitute driver available to cover the regular route. Whether a driver is an "experienced substitute" shall be left to the sole discretion of the Superintendent. The number of eight (8) students referenced in this Article has nothing to do with whether a bus will or will not be taken to a school event, but solely refers to when a driver may request to take an offered extra trip that interferes with his/her regular route.
- 32.2. Extra trips shall be paid \$13.25 per hour in 2011-12 for the extra trips rate.
- 32.3. Each bus driver shall have appropriate cleaning materials available to thoroughly clean their bus. Each driver shall be required to clean their bus once per month.
- 32.4. An area will be provided for the washing of buses. Bus drivers will wash their bus once every two (2) weeks during the driver's regularly scheduled work hours.
- 32.5. If feasible and barring unforeseen circumstances, a notice of twenty-four (24) hours shall be given to drivers when scheduling extra trips.
- 32.6. The posting and awarding of athletic and band trips shall take place the first week in August.

Trips will be awarded in seniority order. The most senior driver will be awarded one choice of all trips available. The remaining seniority list will be followed until all trips are awarded in the same manner.

In the event a driver cannot complete the trips as scheduled, a replacement will be arranged, by rotation, by the Board Office. The driver just loses that one trip.

Before the beginning of the school year, the Transportation Director will call all drivers interested in extra athletic and band trips in to bid on the trips. Give all bus drivers a list of all athletic and band trips then go down the list by seniority. The Transportation Director will record as these are bid. Everyone will get a copy of this bid sheet.

Interested bus drivers that cannot attend due to severe emergency will be responsible for securing an individual to represent them during the award process.

In case of emergency and the Board office is closed, bus drivers must call regular drivers in seniority order when a trip cannot be completed by the original driver.

32.7. During an extra trip, the bus driver will not leave the event.

### **ARTICLE 33. OVERTIME**

- 33.1. All overtime shall be offered to employees on a rotation basis recognizing seniority using the following formula and the employee's ability to perform the essential functions of the position.
- 33.2. All overtime work shall be posted in advance, if possible. Employees shall be awarded overtime within their own job location on a rotating basis. If no employee will accept the overtime, the administration shall assign the overtime to the least senior employee on duty or secure a substitute.
- 33.3. If an employee within a job location declines overtime, it shall be offered to the next most senior employee within the job classification.
- 33.4. All overtime must be approved in advance by the Building Principal or Superintendent.
- 33.5. The rotation list will be developed and placed in each building in the reception office.
- 33.6. All hours actually worked over forty (40) in one week, will be paid at the rate of time and one-half (1 ½) according to the Fair Labor Standards Act (FLSA). Employees may, at their option, be allowed compensatory time off in the same pay period in lieu of overtime pay. Compensatory time must be used at the appropriate rate of overtime. All compensatory time must be used in half-day or full-day increments at the employee's option. All use of compensatory time must be approved, by the appropriate administrator.

**ARTICLE 34. VACATIONS**

34.1. Twelve-month employees of the Board are entitled to the following vacation with pay each school year:

| <u>Years of Service</u>     | <u>Entitlement</u> |
|-----------------------------|--------------------|
| After one through ten years | 10 days            |
| Eleven through twenty years | 15 days            |
| Twenty-one years and above  | 20 days            |

34.2. Vacation shall not be cumulative unless special permission is granted by the Superintendent.

34.3. All vacation shall be scheduled with approval of the appropriate manager.

34.4. In the case the Board hires any full-time eleven-month (11) employees, they shall be entitled to the above vacation benefits.

34.5. Twelve-month employees will be allowed to schedule five (5) continuous days of vacation during the school year. The appropriate manager shall have the right to restrict, deny, or approve the time of the scheduling of the vacation.

**ARTICLE 35. HOLIDAYS**

35.1. The last working day before Christmas shall be a paid holiday providing school is not in session. In the event school is in session, the employee shall be granted equal time off at a time mutually agreed upon between the employee and the appropriate manager.

35.2. The Board agrees to grant the last working day before New Years and the day of Good Friday and President Day as unscheduled work days when school is not in session. If school is in session, no compensatory time shall be granted for these days.

35.3. All 11 and 12-month bargaining unit members are entitled to the following holidays for which they shall be paid their regular salary or the regular rate of pay, provided he or she accrued earnings on his/her next preceding and next following work day before and after such holiday, or was excused by the Superintendent from attendance at work on either or both of those days.

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

35.4. All 9 and 10-month bargaining unit members are entitled to the following holidays for which they shall be paid their regular salary or the regular rate of pay, provided he or she accrued earnings on his/her next preceding and next following work day before and after

such holiday, or was excused by the Superintendent from attendance at work on either or both of those days.

New Year's Day  
Martin Luther King Day  
Memorial Day

Labor Day  
Thanksgiving Day  
Christmas Day

**ARTICLE 36. DAY AFTER THANKSGIVING**

36.1. The day after Thanksgiving shall not be a scheduled work day, except as a result of a change in the school calendar or by special request of the Administration. Those employees who work on this day shall be compensated at their regular rate of pay. This day shall not be considered to be a paid holiday.

**ARTICLE 37. CALAMITY DAYS**

37.1. All employees shall be paid their regular rate for all days or part of a day when the school in which they are employed is closed because of an epidemic or other public calamity, or may take compensatory time within thirty (30) days from the day it was accrued at a time mutually agreed upon between the employee and appropriate supervisor.

37.2. Any employee who performs work for the Board or reported for work shall be paid their regular rate of pay for hours worked on calamity days.

37.3. Calamity days worked shall be counted as days worked for the purpose of determining the rate of overtime payment.

37.4. Sections two (2) and three (3) above apply to custodians only. Only one custodian per building shall be required to work on a calamity day, and only that custodian shall receive the benefits described 37.2 and 37.3 above up to five (5) days granted by the State of Ohio. The custodian shall be selected on a rotation basis of the custodians who normally perform work in that building. If a night custodian is required to report, that custodian shall receive those benefits as described in 37.2 and 37.3. Any other employee must have prior approval from the building principal or the Superintendent. Twelve (12) month employees will have to use vacation or compensatory time for all calamity days over the five (5) days the State allows; if the State of Ohio allows more than five (5) days, the Board will reaccredit the employee for any leave used.

**ARTICLE 38. DISCIPLINE PROCEDURE**

38.1. No employee shall be disciplined without first having had a hearing with an Association representative of his choice present, if the employee so requests. The employee shall be given a written statement containing the charges and the time and place of the hearing. The written statement shall notify the employee of his right to Association representation. The employee must sign the statement acknowledging receipt of the statement and date received. This section of the Agreement supersedes the Board's responsibilities under ORC 3319.081(C).

Each employee who is asked to attend a meeting with a supervisor in which he/she reasonably believes may result in disciplinary action and upon the employee's request has a right to have the presence of a bargaining unit representative. If no bargaining unit representative is available, the employee may delay the meeting to secure bargaining unit representation; however, such meeting shall not be delayed more than twenty-four hours, unless mutually agreed to by the principal, immediate supervisor, Superintendent, or Board of Education.

No employee will be reprimanded in the presence of any classified employee, student, parent of the students or any bargaining unit employee.

38.2. Disciplinary action shall consist of a course designed to improve the quality of the employee. The discipline imposed will be appropriate to the offense committed by the employee and will normally follow the order listed below:

- A. First offense - oral warning
- B. Second offense - written warning
- C. Third offense - possible suspension with or without pay
- D. Termination

38.3. The employee's personnel file shall not include any record of disciplinary nature longer than three (3) years of the date of the occurrence, unless intervening disciplinary action under 38.2 above has occurred.

38.4. The employee may appeal any suspension or termination action directly to the Board's level of the grievance procedure, and the Union may appeal a termination directly to Level five (5) Arbitration, within thirty (30) calendar days of the date of termination.

#### **ARTICLE 39. EXTRA ASSISTANCE**

39.1. When the supervisor determines a need for extra help in the food service or secretarial areas, he/she will request extra assistance from the appropriate building administrator. The building administrator must first approve both the need for and the use of extra help before it is assigned. Any conflicts or disagreements will be resolved by the Superintendent.

#### **ARTICLE 40. CALL-IN OF SUBSTITUTES**

40.1. When an employee is absent from work, the appropriate administrator will call in a substitute upon the determination of a need to do so.

#### **ARTICLE 41. ASSAULT LEAVE**

41.1. Assault leave, not to exceed a maximum of ten (10) days, may be granted if an employee sustains physical injuries as a result of an assault by a student or parent only. The injury and resulting disability shall be certified by a physician prior to the granting of assault

leave. Any leave taken or required longer than ten (10) days shall be applied for under Family Medical Leave Act or Worker's Compensation. No assault leave shall be granted unless the employee is certified as unable to work by a physician.

#### **ARTICLE 42. CUSTODIANS AT BUILDINGS**

42.1. All school activities will be notified to clean up their activities. Should they fail to clean up their activity area, the custodian will notify the building principal. The principal will notify the person responsible for the activity that, should they fail to clean up their area, they will be subject to paying a fee (established by Board policy for the use of the facility).

#### **ARTICLE 43. INSURANCE**

43.1. The Board shall make available to all full time bargaining unit members and their eligible dependents substantially similar group health hospitalization surgical, and major medical insurance coverage and benefits as existed in the Board's conventional insurance plan immediately prior to the signing of this Agreement. The Board reserves the right to change or provide alternate insurance carriers, or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The Board shall pay 83% of all bargaining unit member's premiums during the term of this Agreement, and the Bargaining Unit member will pay 17% of the premiums of the health insurance. All present Bargaining Unit members are grandfathered as to their eligibility for hours worked, they will be considered full time. New employees must work at least twenty (20) hour per week to be eligible for hospitalization. Employees who do not complete all of their contract days in a school year will owe a prorated additional share of hospitalization premiums.

A. The Board reserves the right to institute the same cost containment measures as implemented on all other Board's employees relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the conventional insurance coverage in effect immediately prior to this Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

B. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Board, bargaining unit member or beneficiary of any bargaining unit member.

43.2. Insurance Incentive Programs.

- A. Bargaining unit members who will be eligible for this program will be:  
All current and new employees who are eligible for the health insurance program.
- B. Each member must notify the Board Treasurer in writing of his/her intent to opt out of the insurance program.
- C. Each member opting out of the program must remain out of the program for the entire period of time from April 1 to March 31 of the following year and must be actively employed by the Fairland Local School District to be eligible for reimbursement.
- D. Persons who are eligible for this program and who are enrolled in the family coverage or new employees eligible for family coverage opting out shall be reimbursed \$750 annually.
- E. Persons who are eligible for this program and who are enrolled or eligible for single coverage or new employees eligible for single coverage opting out shall be reimbursed \$400 annually.

The “Base Number” shall be the number of bargaining unit employees who received reimbursement under D. or E. above for the 2007-08 school year. If the following ADDITIONAL employees opt out of family insurance coverage for each year of this contract, then increased incentives shall be paid as follows:

1-5 additional employees opting out – payment shall be \$1,000 per bargaining unit member;

6-10 additional employees opting out – payment shall be \$1,500 per bargaining unit member;

11-15 additional employees opting out – payment shall be \$2,000 per bargaining unit member;

More than 15 additional employees opting out – payment shall be \$3,000 per bargaining unit member.

- F. A participant in the program will be reimbursed only under D or E above.
- G. Each eligible member opting out of the Board approved insurance program shall be reimbursed the second pay in June. Eligible members who opt out of health insurance for a part of a year shall be paid a pro-rata portion of the amount in D. or E. above.

- H. Any bargaining unit member who elected to opt-out of the Board approved insurance program who involuntarily loses other insurance coverage through unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the Board-approved insurance program subject to the provisions of the contract with the carrier. Notice of intent to enroll will be provided the Treasurer not later than the third Monday of the month following a qualifying event will become effective subject to the provisions of the contract with the carrier.
  - I. Any bargaining unit member who elected to opt-out of the Board approved insurance program may enroll in the program beginning with April of each year. For enrollment in April, a request for enrollment must be made in a timely fashion subject to the provisions of the contract with the carrier.
  - J. A bargaining unit member who opted out of the insurance program and who re-enrolls under H. shall be paid by the Board insurance incentive monies for that opted-out year on a pro-rated basis.
- 43.3. An insurance committee shall be formed to address areas of concern about insurance coverage and the selection of insurance carriers. Such committee shall be composed of one (1) member selected by the Association, one (1) member selected by the non-certified association and two (2) members of the administration. Said committee shall meet at least quarterly to discuss any problems and/or concerns about insurance which may need to be addressed. Insurance committee meetings shall be held during the work day and all committee members shall be released from their normal duties to attend the meetings, not to exceed three (3) one-half (½) day meetings.
- 43.4. The Board of Education will pay the cost of a single vision plan for each full-time bargaining unit member.
- 43.5. Payroll Deductions for Insurance
- The Board agrees that any employee that is required to pay a portion of an insurance plan, sponsored by the Board, may do so through payroll deductions.
- 43.6. Dental Insurance
- All employees shall contribute four dollars (\$4.00) per month for family dental coverage or two dollars (\$2.00) per month for single dental coverage. The Board of Education shall pay any additional cost.
- 43.7. Life Insurance
- The Board shall provide life insurance coverage to each employee in the amount of \$30,000.00.

#### **ARTICLE 44. WAGES**

- 44.1. For the duration of this contract, the base salary increase in each year of the contract (September 30, 2011 to September 29, 2012; September 30, 2012 to September 29, 2013; and September 30, 2013 to September 29, 2014) shall be zero percent (0%), but salary schedules shall remain in place and step increases shall be granted.
- 44.2. Head cooks shall receive a stipend of \$775.00 per year.
- 44.3. Bus Drivers will be paid their regular hourly rate when assigned to be an instructor to orient new bus drivers and for re-certification, or certification training as required by the State of Ohio and approved by the Superintendent.

#### **ARTICLE 45. ASSOCIATION RIGHTS**

- 45.1. To use facilities without fee, unless costs are incurred, for any building for meetings upon advance notification and approval from the appropriate administrator. Any use of the facilities shall not interfere with the normal operation of the school. (The Association agrees to pay for all damages caused by the Association to facilities incurred while in use by the Association.)
- 45.2. To use Board-owned office equipment providing the appropriate administrator has approved the use and that the use does not interfere with the normal operation of the school. The Association agrees to pay for or provide supplies used as well as to pay the Board for damage to or theft of equipment by Association members while in use by the Association.
- 45.3. To use the inter-school mail system in the school's offices to distribute Association bulletins, newsletters, or other circulars. There shall be no use of the school's e-mail or computer systems to transact Union business. No bargaining unit member is permitted to use the school's computer or personal computers, during school working hours (work time), for accessing chat rooms, checking personal e-mail message, gambling, playing games, accessing pornographic web sites/material, or shopping/ordering on-line.
- 45.4. To allow the Local President and/or OAPSE Field Representative to visit schools provided no release time is involved. Upon his/her arrival they shall notify the principal of their presence.
- 45.5. The Association will be provided with:
  - A. Copies of all Board agendas and, upon specific request to the Superintendent by the President of the Association, minutes and financial reports.
  - B. Copies of the following forms: (a) appropriations, and; (b) budget. Such copies shall be given to the President of the Association upon request, as soon as it is feasible after such forms are filed with the agency required by law.

45.6. The Board shall provide a reasonable amount of space on the bulletin boards in the school offices for Association bulletins, newsletters and notices.

**ARTICLE 46. ASSOCIATION TIME**

46.1. With the prior approval of the Superintendent or his/her designee, the OAPSE President or his/her designee, may be provided time during the school day without loss of pay to meet non-certificated and/or administrative personnel of the school district to attempt to resolve problems that cannot be addressed at any other time.

**ARTICLE 47. CAFETERIA TELEPHONES**

47.1. A telephone shall be provided in each kitchen to be used by the head cook to order food and to provide safety for the kitchen. No personal calls will be made or received from these phones. No long distance calls will be made without prior approval.

**ARTICLE 48. BUS DRIVER CERTIFICATION AND EDUCATIONAL AIDE'S CERTIFICATION**

48.1. Bus drivers are responsible for maintaining their certification. However, if a bus driver is unable to maintain his/her certification because they fail the written or skills test only, the bus driver will be placed on unpaid leave of absence until such time as they pass the written and/or skills test and become certified.

48.2. For the term of this Contract, the Board will pay up to \$43.00 toward the cost of the renewal of the C.D.L. license. The Board will pay the cost of finger printing and abstracts required for renewal of a bargaining unit member's C.D.L.

Payments shall be made by a separate draft for the exact amount not subject to deductions related to wages earned.

48.3. The Board will pay up to \$30.00 towards the cost of an Educational Aide's Certification once every four (4) years, and up to \$48.00 for those bargaining unit members who are on continuing contracts under ORC 3319.081 and who apply for a four (4) year renewal with reimbursement contingent upon appropriate documentation filed with the Treasurer.

**ARTICLE 49. DURATION OF AGREEMENT**

49.1. The written provisions of this Agreement shall constitute the whole and entire agreement between the parties with respect to all issues within the scope of bargaining. This Agreement supersedes and cancels all previous agreements, verbal or written, based on alleged past practices between the Board and the Association, and constitutes the entire agreement between the parties. Any matters not covered herein have been satisfactorily adjusted, comprised or waived by the parties for the life of the Agreement.

49.2. The negotiated agreement between the Ohio Association of Public School Employees, Local #345, and the Fairland Board of Education shall be in effect for a period of three (3) years, beginning September 30, 2011 and ending September 29, 2014.

49.3. If any provision of an Agreement between the Board and the Association shall be found contrary to law, then such provision or application shall not be valid. The parties agree, however, that Revised Code 4117.10 authorizes them to supersede state law on certain subjects.

49.4. All other terms of the Agreement shall remain in effect.

Ratified on July 7, 2011 by The Ohio Association of Public School Employees, Local #345 and approved on July 11, 2011 by the Board of Education.

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #345:

THE FAIRLAND LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

Karen Bailey 11-15-12  
Karen Bailey, Field Representative Date  
OAPSE

Roni Hayes 11-12-12  
Roni Hayes, Superintendent Date  
Fairland Local School District

Denny Johnson 11-16-12  
Local #345 President Date  
Fairland Local School District

Loretta Wirzfeld 11-12-12  
Loretta Wirzfeld, Treasurer Date

Keith Lucas 11-16-12  
Local #345 Negotiating Team Member Date

Dary J Sowards 11-12-12  
Board President Date

Mark Ferguson 11-20-12  
Local #345 Negotiating Team Member Date

Carla [Signature] 11-26-12  
Local #345 Negotiating Team Member Date

\_\_\_\_\_  
Local #345 Negotiating Team Member Date

**APPENDIX A**

**Fairland Local School District -- Contract Amounts 2011-12 through 2013-14**

**Hourly Rates**

| <b>YRS</b> | <b>BUS DRIVER</b> | <b>SPEC. ED BUS DRIVER</b> | <b>COOK</b> | <b>ELEM SEC'Y</b> | <b>H.S. SEC'Y</b> | <b>CLASSROOM AIDE</b> |
|------------|-------------------|----------------------------|-------------|-------------------|-------------------|-----------------------|
| <b>0</b>   | 15.83             | 15.83                      | 13.99       | 14.51             | 14.51             | 14.25                 |
| <b>1</b>   | 15.91             | 15.91                      | 14.05       | 14.55             | 14.55             | 14.31                 |
| <b>2</b>   | 15.98             | 15.98                      | 14.10       | 14.60             | 14.60             | 14.37                 |
| <b>3</b>   | 16.08             | 16.08                      | 14.16       | 14.65             | 14.65             | 14.43                 |
| <b>4</b>   | 16.17             | 16.17                      | 14.22       | 14.70             | 14.70             | 14.48                 |
| <b>5</b>   | 16.25             | 16.25                      | 14.27       | 14.75             | 14.75             | 14.54                 |
| <b>6</b>   | 16.34             | 16.34                      | 14.34       | 14.80             | 14.80             | 14.59                 |
| <b>7</b>   | 16.42             | 16.42                      | 14.40       | 14.85             | 14.85             | 14.65                 |
| <b>8</b>   | 16.52             | 16.52                      | 14.46       | 14.90             | 14.90             | 14.71                 |
| <b>9</b>   | 16.61             | 16.61                      | 14.52       | 14.95             | 14.95             | 14.75                 |
| <b>10</b>  | 16.69             | 16.69                      | 14.57       | 14.99             | 14.99             | 14.83                 |
| <b>11</b>  | 16.78             | 16.78                      | 14.63       | 15.05             | 15.05             | 14.88                 |
| <b>12</b>  | 16.86             | 16.86                      | 14.68       | 15.09             | 15.09             | 14.94                 |
| <b>15</b>  | 17.29             | 17.29                      | 14.96       | 15.32             | 15.32             | 15.23                 |
| <b>20</b>  | 17.73             | 17.73                      | 15.24       | 15.55             | 15.55             | 15.52                 |
| <b>25</b>  | 18.16             | 18.16                      | 15.53       | 15.77             | 15.77             | 15.80                 |
| <b>30</b>  | 18.60             | 18.60                      | 15.81       | 16.00             | 16.00             | 16.09                 |

| <b>YRS</b> | <b>HANDI AIDE TRANS</b> | <b>CUSTODIAN</b> | <b>CUST MAINT</b> | <b>MAINTENANCE</b> | <b>LIBRARY AIDE</b> | <b>OFF CLER</b> |
|------------|-------------------------|------------------|-------------------|--------------------|---------------------|-----------------|
| <b>0</b>   | 14.84                   | 14.41            | 15.00             | 16.24              | 14.27               | 12.14           |
| <b>1</b>   | 14.91                   | 14.55            | 15.05             | 16.31              | 14.33               | 12.19           |
| <b>2</b>   | 14.97                   | 14.60            | 15.10             | 16.38              | 14.38               | 12.24           |
| <b>3</b>   | 15.04                   | 14.65            | 15.15             | 16.45              | 14.44               | 12.29           |
| <b>4</b>   | 15.11                   | 14.70            | 15.20             | 16.51              | 14.50               | 12.35           |
| <b>5</b>   | 15.18                   | 14.75            | 15.25             | 16.58              | 14.56               | 12.39           |
| <b>6</b>   | 15.25                   | 14.80            | 15.30             | 16.65              | 14.61               | 12.44           |
| <b>7</b>   | 15.31                   | 14.84            | 15.34             | 16.70              | 14.67               | 12.49           |
| <b>8</b>   | 15.38                   | 14.90            | 15.40             | 16.77              | 14.73               | 12.54           |
| <b>9</b>   | 15.44                   | 14.95            | 15.45             | 16.84              | 14.79               | 12.59           |
| <b>10</b>  | 15.52                   | 14.99            | 15.49             | 16.90              | 14.85               | 12.64           |
| <b>11</b>  | 15.59                   | 15.03            | 15.53             | 16.97              | 14.90               | 12.69           |
| <b>12</b>  | 15.66                   | 15.09            | 15.59             | 17.04              | 14.96               | 12.75           |
| <b>15</b>  | 16.00                   | 15.25            | 15.75             | 17.19              | 15.21               | 12.80           |
| <b>20</b>  | 16.34                   | 15.40            | 15.90             | 17.34              | 15.46               | 12.85           |
| <b>25</b>  | 16.68                   | 15.56            | 16.06             | 17.50              | 15.70               | 12.90           |
| <b>30</b>  | 17.03                   | 15.71            | 16.21             | 17.65              | 15.95               | 12.96           |