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O.A.P.S.E.

NEGOTIATED AGREEMENT

between the

SIDNEY CITY BOARD OF EDUCATION

and

SIDNEY SCHOOL EMPLOYEES ASSOCIATION

CHAPTER #685

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

Effective:
July 1, 2011 – June 30, 2015

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ARTICLE 1

PRINCIPLES

The Board of Education of the Sidney City School District and OAPSE and the Sidney School Employees Association hereby agree that the purpose of the procedures established in this document is to promote harmonious and cooperative relationships between the Board and its non-teaching employees and to protect the public and the welfare of the Sidney school children by assuring orderly and uninterrupted operation of the public school system.

ARTICLE 2

RECOGNITION

A. The Board recognizes the Association as the sole and exclusive bargaining representative for all non-teaching employees in the following described units:

1. Bus Drivers
2. Custodians
3. Head Custodian
4. On-board Instructor

B. The bargaining unit includes all full-time and regular short-hour employees noted above.

C. For the purpose of this Agreement, the above-mentioned positions, classifications or units shall be considered as a combined single unit.

D. This section shall not prevent recognition of additional or other classified groups after such are certified by SERB according to Chapter 4117, ORC.

ARTICLE 3

NEGOTIATING PROCEDURES

A. Scope of Negotiations

Those matters which shall be negotiable are wages, hours, terms and conditions of employment.

B. Request for Opening of Negotiations

A request for the opening of negotiations shall be submitted in writing by the Association to the Superintendent on or before 90 days prior to the expiration of the current contract. A mutually convenient meeting date shall be set no later than 80 days prior to the expiration of the current contract, unless both parties agree to a later date.

C. Submission of Issues

All issues for negotiations by the Association shall be submitted in writing at the first meeting and the Board shall submit in writing to the Association all of its issues for negotiations no later than the first meeting unless otherwise agreed by both parties.

D. Negotiation Procedures

The parties shall meet at times and places agreed upon at the beginning of the prior meeting. Length of meeting as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive session and shall be conducted during the hours when the fewest OAPSE team members are scheduled for work on their regular assignment. Members of the negotiating committee shall be released from school duties to attend negotiating meetings. The employee members of the negotiating committee will be paid by the Board for time spent in negotiations, but only for straight time hours they would have otherwise worked.

E. Representation

The Board, or its designated representatives, shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to five (5) representatives each of the Board and the Association. One representative of each team shall be designated chairman or chief spokesman.

F. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time to caucus in privacy.

G. Progress Reports

During negotiations, interim reports will be made to the Association by its representatives and the Board of Education by its representatives. Each party will be responsible for requesting that information from such reports be regarded as only proposal and shall be confidential information within the organization concerned.

H. News Releases

News releases to the public media, either during negotiations or at the conclusion of negotiations, shall be made only by mutual agreements as to when and content of the release.

I. Information

The Board of Education and the Association agree to provide the other, upon request, pertinent information to areas that may be discussed during the bargaining period. The information furnished may be in its existing form and need not be assembled in any particular form.

J. Item Agreement

As negotiated 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 by both parties on that item, or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board. Tentative agreement eliminates an item from impasse procedure.

ARTICLE 4

AGREEMENT

When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the membership of the Association for ratification. When ratified, such written memorandum of understanding between the parties shall then be submitted to the Board for its consideration. When approved by the affirmative vote of a majority of the full Board, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board.

ARTICLE 5

COMPLETE AGREEMENT CLAUSE

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

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

This Agreement shall be subject to amendment or amendments by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments, and be executed by the parties in the same manner as this Agreement.

ARTICLE 6

PROVISIONS CONTRARY TO LAW

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

ARTICLE 7

PLEDGE OF CONTINUOUS PERFORMANCE

In consideration of the mutual promises herein contained and the rights and privileges extended to the Association pursuant to or arising from the provisions of these Articles, the parties do hereby promise and agree that the Board of Education and the School Employees Association shall be fully bound by all provisions of the Ohio Revised Code and other State and Federal regulations.

ARTICLE 8

IMPASSE

A. In the event an agreement is not reached by negotiations 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 parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

C. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where tentative agreement has not been reached.

D. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.

The assigned 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.

ARTICLE 9

GRIEVANCE PROCEDURE

A. Scope

1. A grievance is defined as a complaint involving an alleged violation, misinterpretation, or misapplication of a specific article or section of this Agreement. If such grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure.

2. The term "grievance" shall not apply to any matter as to which: (1) a method of review is prescribed by law, or by any rule or regulation of the State Department of Education (having the force and effect of law), or by any policy or bylaw of the local Board of Education, or (2) the local Board of Education is without authority to act. Any Board policy or bylaw passed while a formal grievance is being processed will have no bearing on that grievance.

3. An identical grievance by two or more members of the bargaining unit shall be considered as a single grievance. A decision on such grievances applies to all members in the group and each shall be given a copy of the decision. A member may withdraw from a group grievance, in writing, at any time before a decision is rendered.

4. An Association representative will be permitted to be present during any meetings or hearings at any step of the grievance along with the aggrieved parties, for officially filed grievance.

5. Once the party has filed the grievance, all available data must be presented at the first level. Any additional data that becomes available at subsequent steps or hearings must be directly related to the grievance. The Hearing Officer shall determine the relevancy of all new information. Should the grievance go to arbitration, the arbitrator has the power to rule on data relevancy.

B. Processing Grievances

1. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

2. Any individual member or group of members shall have the right at any time to present grievances to the employer without the intervention of the Association, provided that any adjustment of grievances as presented shall not be inconsistent with the terms of the Negotiated Contract.

3. An individual grievance may be withdrawn by the grievant at any time prior to requesting arbitration.

4. All grievance and arbitration hearings shall be conducted in closed session.

5. A copy of all documents, communications or records pertinent to resolution of the grievance shall, upon request, be furnished to the grievant and the employer. The requester shall bear costs of reproducing such materials.

6. When requested by a member of the bargaining unit, the Chapter President, or his/her designee, may investigate any alleged or actual formal grievance. Up to two hours working time is allowable for the Chapter President or his/her designee for each grievance, if permission is granted by his immediate supervisor and if it is impossible and impractical to accomplish the investigation at a time other than normal working hours.

7. A member having a complaint shall first attempt to resolve it informally with his immediate supervisor at the time the incident giving rise to the complaint occurs. No Association representative shall participate in this informal procedure. A complaint which cannot be resolved informally may be processed as a grievance as provided in the formal procedure at the election of the grievant.

C. Formal Procedure

1. Step One

a. After the occurrence of the incident which is the subject of the grievance, or when the grievant should have reasonably known about the incident, within ten (10) working days the grievant will reduce the grievance to writing and will present it to his immediate supervisor.

b. Within five (5) working days after the grievance is submitted, the immediate supervisor or designee will discuss the grievance with the member involved and attempt to resolve it. One working day shall be added for each day the grievant or the supervisor is absent from work for any reason. Discussions at this step and any future step shall be confined to the issues stated in the grievance and the relief sought. The member may be accompanied at such a meeting by the Chapter President, Association representative, or other Chapter officer. The immediate supervisor or designee may be accompanied by another administrator at Step One, except when only the individual grievant and the immediate supervisor are involved. The role of the accompanying administrator and the Grievance Committee representative will be to advise and counsel the respective parties. The immediate supervisor or his designee will conduct the hearing.

c. Within four (4) working days after this meeting, the immediate supervisor or designee will state the decision in writing and provide a copy to the grievant and a copy to the chapter president.

2. Step Two

If the grievant is not satisfied with the decision concerning the grievance made by the immediate supervisor or designee in Step One, the member (or when required the Association) may, within four (4) working days of receipt of such decision, request the immediate supervisor or designee to forward the grievance to the Superintendent. Upon receiving such request, the immediate supervisor will forward the grievance to the Superintendent within two (2) working days. The Superintendent, or his designee, shall schedule a hearing within ten (10) working days of receipt of the grievance and shall notify the grievant and the Association of the time and place of such hearing. The hearing shall be conducted no later than fifteen (15) working days after the Superintendent's receipt of the grievance. If the member requests, he may be accompanied by no more than two (2) of the following persons: OAPSE President, Chapter officers, or Association Representative. The Superintendent, or his designated representative, will conduct the hearing. The designated representative may be an outside consultant in the employ of the Board. At his discretion, the Superintendent, or his designated representative, may request the immediate supervisor and another administrator attend the hearing. Within seven (7) working days after such hearing, the Superintendent, or the Superintendent's designated representative at such hearing, shall notify the grievant of the decision in writing and have a copy sent to the chapter president.

3. Step Three

If the grievant(s) is not satisfied with the decision reached in Step 2 of the procedure, then the employee and Association shall have the right to proceed to arbitration. The Association shall send a letter to the Superintendent no later than ten (10) days after receiving date of the Superintendent's decision. The Arbitrator shall be chosen from either F.M.C.S. or A.A.A. upon mutual agreement of both parties. The arbitration list shall contain no less than nine (9) names. The selection of the arbitrator shall be in accordance with procedures established by A.A.A. or F.M.C.S. Final resolution shall be rendered as soon as possible by the arbitrator. All decisions shall be final and binding upon both parties.

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this agreement, nor shall he/she make any decision contrary to law.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be paid in the following manner: three-fourths (3/4) of all expenses shall be paid by the party receiving the negative judgement. The remaining one-fourth (1/4) shall be paid by the party receiving the positive determination. The arbitrator shall render the decision as to which party has received the negative judgement.

D. Grievance Forms

1. Any grievance must be filed on the authorized grievance form. Such form must provide for naming of the alleged violation and shall state the contention of the employee or the Association, and shall indicate the relief requested.

2. The grievance form shall be made available to any employee requesting such either through his/her supervisor or Association representative.

E. Time Limits

1. Any grievance not advanced to the next step by the Association within the time limit in that step shall be deemed resolved by the Administration's last answer.

2. Any grievance not answered by the Administration within the time limit in that step shall move to the next level.

3. Time limits may be extended by the Administration and the Association in writing; then the new date shall prevail.

F. None of the foregoing provisions shall be interpreted to restrict the number of witnesses that either party may have testify at any hearing.

ARTICLE 10

BID PROCEDURE

Definitions:

1. Seniority in this Article shall be interpreted as last date of hire or transfer to a classification whichever is the latter.

2. Route is the full day schedule of contracted driving time for a specific driver.

3. Run is a portion of a contracted route.

4. Stop is a portion of a run.

Vacancies: When a vacancy occurs in a classification or a location assignment, it shall be posted on a conspicuous bulletin Board at each building or job location for a period of five (5) working days. When a vacancy occurs in a classification during the summer recess, notices shall be communicated to all employees in that classification who have previously notified their supervisor of a desire to bid such vacancies. Employee must arrange a meeting with his building principal or immediate supervisor and mutually decide on a place to post all classified job openings. Any employee in the bargaining unit may request the vacant position in writing. In selecting the placement employee, the Board shall apply the following formula:

A. The vacant position shall be opened to the employees within the department or classification of the position.

B. When a vacancy occurs and more than one (1) employee within that same department or classification requests the position in writing, the employee with the highest seniority shall be awarded the position. Each transferred bus driver shall serve a trial period for five (5) days, custodians five (5) days, unless the employee and the supervisor mutually agree that the employee shall be returned to his previous position prior to five (5) days at end of the trial period. If, in the opinion of the employee or the Administration, the employee is not adjusting to the new position, that employee shall be returned to the previous position. No more than one transfer may be made in each six (6) months unless an additional vacancy on a different shift occurs, and in any event no more than two (2) transfers through job bid may be accomplished in one (1) year. This will not apply to bus drivers applying for routes with more hours. When a vacancy occurs in a classification during the summer recess and prior to August 1, employees will be given two weeks to respond to bidding on the vacancy.

C. The employee with the highest seniority (excluding substitute experience) shall be determined by the following process:

1. Last date of hire by the Board.

2. Coin toss.

D. If an employee is not selected through the above process, the Board may fill the position with a new hired employee.

E. Each posting shall contain the requirements for the job, the shift, hours and salary range.

F. Provided the board approves a vacant position be filled, all positions shall be awarded within fifteen (15) days from expiration of the posting to the successful bidder unless formal board action is required. If board action is required, it will be taken at the next regular board meeting which occurs more than six (6) days following the determination of the successful bidder.

If no internal candidate(s) bid for the open position then the job shall be posted within ten (10) working days and shall be filled within thirty (30) working days, provided there is a qualified candidate.

G. The administration has the right to re-evaluate all bus routes on a periodic basis to serve the needs of the students attending our schools. Bidding on all bus routes will occur annually on the first Monday after the first pay period in October. The employee with the highest seniority will have first bid on the open position. The second most senior driver will bid second, etc. These route selections will be in effect for the entire school year. A drivers paid time for driving a bid route will not decrease more than fifteen (15) minutes during the school year. If a route is eliminated during the school year a bid will take place to reassign routes started at the position of the eliminated route. If a run is eliminated during the school year a bump will take place.

1. The effected drivers will have the right to bump any other driver with less seniority and any driver affected by such a bump will also have a right to bump any driver with less seniority until all bumping is complete.

2. The above described bumping process will take place in a required non-paid meeting, after a five day posting of affected routes occurs resulting in all affected drivers (or their designee) by seniority will bump at that time and place until the process is complete.

H. All mid-day routes will be bid on separately and prior to the beginning of the school year, by seniority, with the most senior driver bidding first. The supervisor has the right to assign a route if no one chooses to bid. Assignment would be to the least senior driver.

I. Post all routes as to starting time and ending time. This notification will be posted where all drivers can see it and will be posted by October 15 of each school year.

J. During the school year when any bus route is modified fifteen (15) minutes plus or minus (+/-) an informational only posting will be posted on the transportation bulletin board.

K. When a vacancy occurs for a head custodian that results in a change of classification or a promotion for SMS and SHS only, this position shall be posted

System-wide. The best qualified bargaining unit employees within the classification will fill the vacant position. When two or more applicants are equally qualified to perform the duties of the position, the one having the most seniority within that same classification shall be selected.

When, as a result of being awarded a position, he/she shall be placed at the Step of the respective pay scale that reflects service within the District.

All employees filling the above stated position shall serve a (30) day trial period. If, in the opinion of the employee or the Administration, the employee is not adjusting to the new position, that employee shall be returned to the previous position.

L. When a vacancy occurs for an on-board instructor, this position shall be posted System-wide. The best qualified bargaining unit employees within the classification will fill the vacant position. When two or more applicants are equally qualified to perform the duties of the position, the one having the most seniority within that same classification shall be selected. If no one applies, this position may be awarded to an outside contractor.

ARTICLE 11

OAPSE LEAVE

The Board agrees to permit two (2) elected delegates from the Chapter leave of no more than three (3) days each to attend the OAPSE Delegate Conference annually. There will be a procedure for requesting the leave. Additionally, the leave will be with pay.

The procedure for requesting the leave shall be for the elected delegate(s) to request professional leaves, in writing, to their direct supervisor. The request shall include the nature of the leave, the exact dates of the leave, where the delegate conference will be held, and a copy of the conference schedule. The request shall be submitted to the immediate supervisor at least five (5) working days before the conference.

ARTICLE 12

WORKSHOPS

The Sidney Board of Education will permit no more than two (2), if school is in session, bargaining unit members to attend OAPSE workshops that fall on the teachers "WOEA Day."

ARTICLE 13

PERSONAL LEAVE

A. Personal Leave will be granted each employee at the rate of five (5) non-cumulative days per contract year. These days shall be designated into two categories, personal leave with pay, and personal leave without pay.

1. Personal Leave With Pay:

   These days shall not exceed three (3) in number and shall not be used on the first or last day of school for students, the day before or the day after a paid holiday, the day before or day after student vacation periods, or the day before or the day after a vacation day as defined in Article 19 of the contract. Notification of absence for paid personal leave must be reported to the appropriate supervisor in writing at least three (3) days in advance.

2. Personal Leave Without Pay:

   These days shall not exceed two (2) in number and shall have the same limitations and notification as in A-1.

B. Personal leave may be used in ½, and full day increments for bus drivers. Custodians may use personal leave in ½, and full day increments.

C. No personal leave during the first three (3) weeks of the school year or during the last three (3) weeks of the school year.

In emergency situations not covered by other leaves, the Superintendent may waive these restrictions on a case-by-case basis with the presentation of valid reasons. The decision of the Superintendent is final and binding on all exceptions listed in this policy. The initial supervisor will be responsible for initial approval and forwarding the form to the Superintendent for final approval. The maximum number of consecutive days of any type of personal leave shall be two (2).

ARTICLE 14

SICK LEAVE

1. Sick leave shall be granted to each bargaining unit member at the rate of one and one quarter (1-1/4) day per month, with pay, up to fifteen (15) days per year.

2. Unused sick leave may be accumulated up to a maximum of two hundred and fifty (250) days. Newly employed persons may transfer up to that number of accumulated and unused sick leave days from another public employer in this state, if the date of termination of the other employment was less than ten (10) years prior to employment in this district.

3. An employee who has no accumulated sick leave shall be advanced five (5) days of sick leave each school year if necessary. Any such advance shall be charged against any subsequent accumulation of that employee. Any employee who is advanced sick days and then quits or is terminated or does not return to work shall have the advanced sick leave days deducted from his/her last payroll check or shall be required to reimburse the district.

4. Sick leave may be used for absences necessitated by personal illness, injury, exposure to contagious disease which would be communicated to other employees, pregnancy of the employee, and to illness, injury in the employee's immediate family. Immediate family is defined as parents, spouse, dependent child, dependent step-child, grandchild living in the same household or any dependent living in the same household. If a brother, sister or child is hospitalized, the employee may use sick leave.

   Absence due to death in the immediate family or person in the same household is not to exceed five (5) days. Immediate family is defined as spouse, father, mother, grandfather, grandmother, grandchild, aunt, uncle, brother, sister, child, or step-child, in-laws of the spouse and anyone living in the same household.

5. Absences for a portion of a day up to ¼ day shall result in a ¼ day reduction of sick leave. Absences for a portion of a day greater than ¼ but not more than ½ day shall result in a ½ day reduction of sick leave. Absences for a portion greater than ½ day shall result in a one day reduction.

6. Any bus driver having 4 to 5 routes in a day shall have a portion of 1/4 based on route scheduling, deducted from their sick leave for each route missed.

7. Should the school(s) be closed during the period the employee uses sick leave, that day or days shall not be charged against the employee.

8. Sick leave shall be documented and the appropriate leave request form to be completed by the employee as soon after his illness as is possible. In the case of a preplanned medical appointment, those are required to be submitted immediately after the appointment is scheduled.

9. Falsification of the sick leave form is grounds for suspension or termination of employment.

ARTICLE 15

ASSAULT LEAVE

An employee who is absent due to physical disability resulting from a clearly unprovoked physical attack upon said employee which assault occurs on Board premises or while in attendance at an official school function and in the course of said employee's employment shall, subject to the approval of the Superintendent or his designee, be granted up to twenty-five (25) working days per year non-cumulative assault leave. During such assault leave said employee shall be maintained on full pay basis. Assault leave shall not be charged to the employee's accumulated sick leave.

Assault leave may not be granted under this policy unless the employee in question:

A. Has a signed written statement justifying the granting and use of assault leave. Said statement shall be upon Board-provided forms;

B. Provides a certificate from a licensed physician stating the nature and duration of the physical disability and the necessity of absence from regular employment, and;

C. Agrees to file criminal prosecution against the person or persons involved.

Falsification of either of the aforesaid written statements or the physician's statement may constitute grounds for termination of the employee or other disciplinary action.

ARTICLE 16

LEAVE OF ABSENCE

Upon the request of a bargaining unit member, the Board of Education may grant a leave of absence for up to two (2) consecutive school years for the purpose of educational or professional reasons. The Board shall grant a Medical Leave of Absence for up to two (2) years when an employee applies in writing and furnishes medical evidence to support the leave request.

When an employee is granted an unpaid leave of absence, the employee has the right to continue coverage for eighteen (18) months and any eligible dependent for the entire twenty-four (24) months. The employee may choose to continue, at their expense, present or less coverage for medical and/or dental insurance.

The employee must elect to participate within a maximum of forty-five (45) days with payment due in the treasurer's office no later than the first day of the month following the date the leave is granted or before the end of the forty-five (45) day grace period. Failure to remit payment within the above time limits will result in cancellation of coverage. This payment must include all retroactive payments. Subsequent payments are due the first of each month.

Your coverage will remain in force until one of the following occurs:

- when the 18 month or 24 month (dependent) period expires
- when the cost of coverage is not paid on or before the due date
- when you become eligible for Medicare
- when you acquire coverage through another group benefit plan as an employee or dependent of an employee.

The employee does not accrue or lose seniority during the time while on an unpaid leave of absence, except they will accrue seniority for the exclusive purpose of bidding and layoff.

An unpaid leave of absence for the purpose of child care will not be approved for any period that begins prior to the employee's completion of one (1) year of employment in the Sidney City School District.

For purposes of child care leave, a request must be submitted in writing to the Superintendent at least 30 calendar days in advance. The Superintendent may waive this requirement in unusual circumstances.

The maximum length of a leave of absence granted for the purpose of child leave shall be the remainder of the current school year plus one school year. Employees must use all vacation leave before unpaid leave is granted.

An employee who has been employed by the district for at least 12 months is eligible for 12 weeks of FMLA leave during a 12-month period. FMLA leave shall be without pay unless using accrued paid vacation or sick leave. The 12-month period shall be September 1 through August 31st of each year.

Types of Leave

An eligible employee may take FMLA leave for:

1. The birth and first year care of a child;
2. The adoption or foster placement of a child;
3. The serious illness of an employee's spouse, parent, or child;
4. The employee's own serious health condition that keeps the employee from performing the essential functions of his job.

Spouses Employed by the District

If a husband and wife are employed by this school district and are both eligible for FMLA leave, their combined amount of leave for birth, adoption, foster care placement, and parental illness will be limited to 12 weeks. If the leave is requested because of the employee's own illness, or due to the illness of a child or of the other spouse, each spouse is entitled to 12 weeks of leave. An employee may not take FMLA leave to care for a parent-in-law.

Intermittent and Reduced Leave

Intermittent leave is leave taken in several blocks of time due to a single illness or injury.

Reduced leave is a leave schedule that reduces an employee's usual number of hours per work week or hours per work day.

Intermittent or reduced leave is available only for the employee's own serious health condition or to care for a seriously ill spouse, child adoption/placement of a child.

The district may provide such medical leave but the district may transfer the employee to a position which is equivalent, but more suitable for intermittent periods of leave. The employee must furnish the district with the expected dates of the planned medical treatment and the duration of the treatment. The Superintendent must authorize such leave in writing.

Benefits

The district will maintain the employee's health coverage under the district's group health insurance plan during the period of the FMLA leave. The employee should make arrangements with the treasurer to pay the employee's share of health insurance (e.g., family coverage) prior to the beginning of the FMLA leave.

The employee will not lose any other employment benefits such as group life insurance, sick leave, educational benefits and pensions accrued prior to the date on which leave began, but is not entitled to accrue seniority, vacation, or sick leave credits during the sick leave period, unless accrued paid leave is used.

Notice

When the FMLA leave is foreseeable, the employee must notify the district of his request for leave at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the district's operations.

The district may deny the leave if the employee does not meet the notice requirements.

Certification

The district may require the employee to provide certification from a health care provided containing specific information required under the law if he requests a medical leave. If there is a question concerning the validity of such certification, a second and, if necessary, a third opinion can be required both at the expense of the district.

Upon the employee's return to work, the district will require that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

Restoration

When the employee returns from the leave, the district will restore the employee to the same or an equivalent position with equivalent benefits, pay, terms and conditions of employment in accordance with Board policy.

Under certain circumstances, the district may deny restoration to a key employee. The district will comply with the notice requirements of the FMLA in denying restoration. A key employee is one who is among the highest paid 10 percent of the employees and whose absence would cause the district to experience a substantial and grievous economic injury.

Failure to Return

The district is entitled to recover health care premiums paid during the leave if the employee fails to return from leave; however, recovery cannot occur if the employee fails to return because of the continuation, recurrence or onset of a serious health condition or due to circumstances beyond the control of the employee.

An employee who does not return to work upon expiration of the Family Medical Leave shall have his/her employment terminated, unless said employee has other approved leave, or is deemed to be disabled according to SERS rules.

Provisions

Any question concerning Family Medical Leave not covered in this section of the negotiated agreement shall be governed by provisions in the relevant sections of the Family Medical Leave Act of 1993 or as amended. Provisions of this section superseded by the FMLA of 1993 may be the subject of negotiations by the parties.

ARTICLE 17

MILITARY LEAVE

Any non-teaching school employee who, subsequent to September 1, 1962, has left, or leaves, the employ of a Board of Education for the purpose of entering on extended active duty in the armed services of the United States or the auxiliaries thereof, and within eight weeks enters such service and who has returned, or returns, from such service with an honorable discharge or certificate of service shall be re-employed by the Board of Education of the district in which he held such school position, under the same type of contract as that which he last held in such district, if such non-teaching school employee applies, within ninety days after such discharge, to such Board of Education for re-employment. Upon such application, such non-teaching school employee shall be re-employed at the first of the next school semester, if such application is made not less than thirty days prior to the first of such next school semester, in which case such non-teaching school employee shall be re-employed the first of the following school semester, unless the Board of Education waives the requirement for such thirty-day period.

For the purposes of seniority and placement on the salary schedule, years of absence on extended active duty in the armed services of the United States or the auxiliaries thereof shall not exceed four, and shall be counted as though school service had been performed during such time.

The Board of Education may suspend the non-teaching school employee whose services become unnecessary by reason of the return of a non-teaching school employee from service in the armed services or auxiliaries thereof.

ARTICLE 18

HOLIDAYS

The Board of Education will follow provisions in ORC 3319.087 plus two (2) days for all 12-month employees and one day for 9 and 10 month employees.

11- and 12-Month Employees	9- and 10-Month Employees
New Year's Day	New Year's Day
Martin Luther King Day	Martin Luther King Day
Good Friday	Memorial Day
Memorial Day	Labor Day
Independence Day	Thanksgiving Day
Labor Day	Day After Thanksgiving
Thanksgiving Day	Christmas Day
Day after Thanksgiving	
Christmas Day	
Day before Christmas	

Employees must accrue wages the scheduled work day before and the scheduled work day after the holiday to receive holiday pay.

ARTICLE 19

VACATIONS

The Board of Education will provide paid vacations for 11 and 12-month employees based on the following schedule:

For purposes of this Article - seniority means time spent with the Sidney City Schools.

Employees with one (1) year of seniority	10 Days
Employees with five (5) years of seniority	11 Days
Employees with ten (10) years of seniority	15 Days
Employees with fifteen (15) years of seniority	16 Days
Employees with twenty (20) years of seniority	20 Days
Employees with twenty-five (25) years of seniority	1 Day*

* For each additional year of service beyond 25 up to a maximum of 25 days.

Employees may be allowed to carry-over not more than five (5) days of vacation with the employee's date of hire being the anniversary date for carryover.

Employees will be allowed to take vacation at anytime that they request while school is in session, but no more than two (2) employees at a time will be able to be off at the same time, these employees cannot be from the same building; however, exceptions may be made at the discretion of the Superintendent. This rule is not in effect during the summer. If three (3) employees ask for the same days off, the employee asking first will be given the day off. Request can be submitted up to six months in advance of dates. Vacations cannot be taken the week before school is in session.

Employee request for vacation must be submitted to the immediate supervisor at least three (3) days in advance. Exceptions may be granted by the superintendent. Employees may request to take vacations during Christmas and Spring break. Not more than 5 employees may be off at one time. For Christmas and spring break requests, vacation forms must be submitted by November 15 and February 15, respectively for granting based on seniority. If less than 5 custodians request vacation by the cutoff dates, the remaining requests will be on a first come first serve basis.

Employees with the highest seniority in each classification shall be given the first preference in selection of vacation time.

Employees shall accrue vacation days on a monthly basis beginning with the first date of employment. Accrued vacation time shall not apply to time worked as a substitute.

Define monthly basis as:

10 days per year as .833 days per month
11 days per year as .917 days per month
15 days per year as 1.25 days per month
16 days per year as 1.33 days per month
20 days per year as 1.67 days per month
21 days per year as 1.75 days per month
22 days per year as 1.83 days per month
23 days per year as 1.92 days per month
24 days per year as 2.00 days per month
25 days per year as 2.08 days per month

ARTICLE 20

DUTY-FREE LUNCH

The administration shall make a reasonable effort to see that employees have a scheduled duty-free, 30-minute, or one (1) hour depending on daily schedule for a lunch break. If an employee is required by his/her supervisor to work for a period of 10 minutes or more during his/her scheduled lunch break, he/she shall be paid for the entire break.

ARTICLE 21

CUSTODIAN NIGHT BONUS

The Board of Education shall pay a fifty (50) cent-per-hour night bonus to any shift that works four (4) hours or more after 2:30 p.m.

During the summer months and non-teacher work days, custodians in all buildings will be assigned to first (1st) shift. In the event that a custodian is needed for an evening event or activity, unless a custodian normally assigned to that building volunteers, it shall be assigned to the least senior custodian normally assigned to that building.

ARTICLE 22

EXTRA TRIPS

1. The rate of pay for all extra trips shall be paid at the regular driver salary schedule rates for driving time and at $10.00 per hour for non-driving time. The minimum time of any extra trip shall be no less than one hour.

2. Only regular driver's shall be used in the assignment of extra trips. If an extra trip should occur during the driver's regular run, he/she shall have the option whether to accept the extra trip or their regular run.

3. If more than fifteen (15) students are to be transported to an athletic event, a school bus and a bargaining unit bus driver, if available, will be used. In the event a school bus driver is unavailable, the supervisor may assign the trip to a non-bus driver as necessary without restriction.

4. Extra trip assignments shall be given on the basis of the most senior driver in rotation on the extra trip list. Drivers wishing to be placed upon the extra trip list shall sign up on said list at the beginning of the school year or as a new employee. Any driver wishing to take an extra trip during the summer months shall sign up on this list by May 15 of each year. There shall be a separate extra trip list for varsity football rotated as provided herein (Team and Band).

5. If a driver signs up for extra trips and then decides he/she does not wish to take a trip, he/she shall then be rotated to the bottom of the list. In the event this should occur, the next driver by seniority on the extra trip list shall be given the opportunity to take that extra trip. In the event that this driver does not wish to take it, it shall be passed along in order of seniority until it is taken.

6. In the event an extra trip is not taken by any driver on the extra trip list, it shall be offered to a substitute.

7. If the driver scheduled to take the extra trip cannot make the trip due to an emergency, he/she shall forfeit that trip.

8. Any driver who is required to stay overnight on an extra trip shall be reimbursed by the Board for all expenses (lodging, meals) incurred on said trip. All receipts must be submitted to the Board treasurer before being reimbursed. Drivers will not be asked to share a room with students or be assigned chaperone duties during their eight-hour sleep time. Drivers will share a room with another driver of the same gender, if two drivers are needed for the trip. Drivers will not be paid for eight hours of sleep time.

9. If any extra trip comes in after Thursday and must be scheduled prior to the next regular schedule on the following Thursday, the emergency trip list will be used. If a driver is contacted to take that trip but is already scheduled for a regular trip, he/she will keep their place on the emergency list. If the driver is available and refuses the emergency trip, he/she will be moved to the bottom of the emergency trip list.

10. Drivers will have the right to accept more than one extra trip per day, if rotation warrants it and the driver does not exceed allowable hours to drive in one day.

11. If a driver has to forfeit a trip due to a mechanical breakdown, the driver will go back to the top of the rotation.

12. If a trip is cancelled before the driver leaves the designated point of pickup, the driver will go to the top of the rotation list for the next unassigned trip. If the driver leaves the point of pickup and the trip is cancelled, the driver will be paid for time of driving with a one-hour minimum.

13. If a driver is told by the transportation supervisor to be on standby, he/she will be paid for all standby time with a one-hour (1) minimum.

14. Regular contracted drivers on the kindergarten list will be used for substitute kindergarten routes and will be rotated by seniority. This shall be done on a day-to-day rotation list. If a preschool route is going to be open for four (4) or a kindergarten for five (5) days or more, Transportation will assign from the four/five (4/5) day list. Only if a regular driver on the list cannot take a kindergarten route will a substitute driver be used.

ARTICLE 23

DRIVERS' SPECIAL PROVISIONS

1. Drivers are responsible to submit a time sheet to the transportation supervisor for attendance of safety meetings required by transportation supervisor and an additional four hours for State required safety meetings. Drivers will also be eligible to receive pay for other time spent as a result of other unusual circumstances. Other time spent as a result of these circumstances may include, but is not limited to, the following:

   A. Non-routine trips assigned by the transportation supervisor including doubling bus routes.

   B. Breakdown time when driver is requested to remain with bus. If driver cannot contact supervisor they shall have final decision to remain with the bus or return when help arrives or when conditions warrant.

   C. Bus drivers will be paid up to six (6) hours for the completing of required student records. Drivers must submit the list of names of all parents who have been called and submit a time slip for all hours and days worked.

   D. Drivers shall be paid for student discipline meetings when approved by transportation supervisor.

   E. Any time spent to fill out required forms for the police, including time spent in court appearances, unless the driver is the person cited. The Board will pay the difference between witness fees and the regular rate of pay.

   F. Drivers will be paid one hour regular salary for random drug testing certified by the district, unless the driver tests positive.

   G. Drivers are required to attend any scheduled meeting during the school year with the supervisor to review problems or concerns, laws, procedures, and changes. The month of August shall count as part of the school year, however, the August meeting shall be held during the three (3) workdays prior to the start of school. Drivers will receive their regular hourly rate for attending these meetings.

2. Drivers will also be paid an additional thirty (30) minutes per assigned day for completing but not necessarily limited to the following duties:

   A. Pre-trip walk-around safety check.

   B. Sweeping the interior of the bus.

   C. Fueling bus as needed.

D. Processing required maintenance and student records.

E. Warm-up time as required.

3. The driver abstract shall be paid for by the Board of Education. The Board will reimburse in full, the driver who successfully gains a C.D.L. The reimbursement shall take place following ninety (90) school days of actual driving for that particular driver seeking reimbursement following the acquisition of the C.D.L. Reimbursement will not take place for skills tests required due to driver error or points.

   A. Renewal of all C.D.L.'s will be paid for in full by the Board of Education within two (2) pay periods.

   B. Drivers will be reimbursed for travel, meals, and hotel expenses for re-certification classes, in the following manner. The driver(s) will submit a request for expenses to be reimbursed before taking the re-certification class. The supervisor will provide a list of acceptable hotels for classes that require overnight accommodations. The supervisor will assign two people of the same gender to one room. To be eligible for reimbursement of hotel, travel, and meals, bills must be submitted to the supervisor within one week of completion of the classes.

4. Daily time sheets will be kept by each driver and turned in to the transportation supervisor at the end of each pay period.

5. Buses may be taken home with approval of the superintendent:

   A. If a driver has a kindergarten route.

   B. If a driver has an extra-trip assignment between A.M. and P.M. routes.

   C. If after the P.M. route he/she has an extra trip.

6. All drivers, to the extent permitted by law, will be provided a list of all or any physical or mental handicaps or disabilities for all students on regular routes.

ARTICLE 24

DISCIPLINARY PROCEDURE

1. Discipline shall be imposed on non-probationary employees only for just cause. Discipline includes, but is not limited to, dismissal, demotion, suspension and written reprimands.

2. All discipline shall be progressive with a start of:

   A. Oral Reprimand

   B. Written Reprimand

   C. 1 2-3 Day Suspension(s)

   D. 3 10 Day Suspension(s)

   E. Termination

   - Discipline will be progressive for similar or like increments only.

   - Safety and driving violations will not fall under the purview of the progressive discipline plan.

   - The severity of any incident may result in steps of the progressive discipline plan being skipped by the administration.

3. When the employer intends to impose a suspension, demotion or dismissal, the Superintendent or his designee shall hold a hearing to discuss the charges.

4. Notice of such hearing shall be given to the employee. Such notice shall indicate the specific charges against the employee and the date, time and location of said hearing.

5. The employee shall have the right to union representation at any hearing which may result in disciplinary action.

6. The union shall have the right to appeal any dismissal, demotion or suspension of more than three days to step three of the grievance procedure.

7. On any suspension of three days or less, or a written reprimand, there can be no appeal to the grievance procedure, but the employee may submit a letter of rebuttal to be placed in his personnel file.

8. The appeal procedures set forth in paragraphs 6 and 7 above are in lieu of appeal to the Civil Service Commission and constitute the sole and exclusive remedy to disciplinary actions.

ARTICLE 25

CUSTODIAN UNIFORMS

The Board of Education will furnish uniforms to our custodians at Board expense.

Five (5) clean uniforms will be provided for each custodian per week. Dirty uniforms must be turned in each week.

All custodians must wear the uniforms, as provided, to work whenever school is in session or whenever there is any formal meeting.

If a summer shirt is provided by The Board of Education, it must be worn when school is not in session. This will not be a t-shirt or regular uniform shirt.

ARTICLE 26

JURY DUTY

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The Board shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

Any employee who is seated for jury duty on a given day will not be required to report to work after being released from jury duty on that day. Any employee who has not been seated on a given day shall be required to report to work on that day.

ARTICLE 27

PAYROLL DEDUCTIONS

Payroll Deduction for Membership:

Payroll deduction shall be continuous and remain in effect unless revoked in writing ten (10) days prior to expiration of the Agreement. If dues deduction is not revoked, dues deduction shall be continuous in any subsequent agreements. The Payroll Office shall notify the local Chapter Treasurer of the Association, in writing, of any revocation of payroll deduction of dues in accordance with this Section.

The local chapter treasurer shall submit to the treasurer of the Sidney Board of Education by June 30, a membership roster in order that salary data can be forwarded to the State OAPSE Treasurer for dues calculation.

Dues shall be collected in equal deductions over twenty (20) pay periods starting the first pay period in October, and shall be submitted to the State Treasurer monthly with a list of those employees from whom payment is made and the amounts deducted, with a copy of the list submitted to the local Chapter Treasurer.

The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Association to the Board.

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employee Organized to Promote Legislative Equality) deduction as provided for in a written authorization, as long as a minimum of 5 people enroll for payroll deduction. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union 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.

ARTICLE 28

RETIREMENT PAY

A. Retirement pay shall be a one-time, lump-sum payment to employees eligible under the following provisions and guidelines.

B. Eligibility

An employee's eligibility for retirement pay shall be determined as of the final date of employment. The criteria are:

1. The individual retires from the school system.

2. Retirement - Disability or service retirement under any state or municipal retirement system in this state.

3. The individual must be eligible for disability or service retirement as of the last date of employment.

4. The individual must, within 120 days of last day of employment, prove acceptance into the retirement system by having received and cashed his/her first retirement check. The Superintendent has the authority to waive this 120-day requirement.

5. Must have not less than ten (10) years of service with this school district, the state or its political subdivision.

C. The employee must make application for such cash payment according to procedures as set through the school treasurer's office.

D. Such payment shall be made no later than sixty (60) days after the application is filed and the employee's retirement is certified to the Office of the Treasurer by the retirement system and provisions in "B" above.

E. Benefit Calculation

The amount of the benefit due an employee shall be calculated by:

1. Multiplying the employee's accrued but unused sick leave up to a maximum of 120 days by one-fourth (25%).

2. Multiplying accumulated sick leave above 120 and up to a maximum of 240 by 15%.

3. The amount of the benefit calculated in steps one (1) and two (2) shall not exceed the value of 48 days of accrued but unused sick leave.

4. Multiplying the product times the per-diem rate of pay appropriate for that individual's placement on the base salary schedule exclusive of overtime and/or supplementary salaries.

F. Procedure for applying for cash payment for unused accrued sick leave:

1. Complete the appropriate form obtained from the Treasurer of the Board of Education Office.

2. Submit the completed appropriate form within sixty (60) calendar days of your retirement effective date to the Superintendent of Schools who will work with the Treasurer to verify the information contained on the submitted form.

3. Complete the appropriate forms for the retirement obtained through the appropriate state retirement system.

4. Prepare a letter of resignation confirming the retirement and submit it to the Board of Education.

5. Notify the Treasurer upon receipt of official notification of retirement approval by the appropriate state retirement system.

6. Upon official notification of the retirement approval by the appropriate state retirement system, the Treasurer shall cause the cash payment to be made directly to a tax deferred 403B account administered by ING, according to the provisions of the adopted Accumulated Leave 403B Plan of the Sidney City School District and provisions governing the office of the Treasurer.

G. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

H. In addition, if requirements B1, 2, 3, 4 and 5 and F1, 2, 3, 4, 5, and 6 are met, the Sidney Board of Education will agree to a one time payment of:

$500.00 for 10 years Sidney service
$750.00 for 15 years Sidney service
$1,000.00 for 20 or more years Sidney service

ARTICLE 29

HOURS AND OVERTIME PAY

The standard work-week shall be forty (40) hours per week.

All hours worked in excess of forty (40) hours per week shall be paid at time and one-half regular pay.

All work performed on Holidays will be paid at one and one-half the regular pay in addition to Holiday pay.

The time for which an employee is compensated for leave but does not actually work should be counted as "hours worked" for the purposes of determining eligibility for overtime or compensation time off.

Payment of overtime shall be paid the pay period following the pay period in which the overtime was accrued.

Overtime shall be assigned on a rotation basis to the employee in that classification before any other employee is offered any overtime. Building custodial overtime shall be rotated and offered to custodians in that particular building.

No mandatory overtime for transportation and custodians.

After each pay period a list will be posted of custodial overtime outside of their own building.

ARTICLE 30

INSURANCE AND COVERAGE

The Board will provide the following contributions per member of the bargaining unit to be used for medical and dental insurance premiums:

2011 - 2015
Board – 80%
Employee – 20%

	Health Ins. Plan
Office Visit Copay	$20
Urgent Care Copay	$50
ER Copay	$75
Prescription	10/20/30
Coinsurance in Network	90%
Out of Network	70%
Deductible in Network	$100 single/$200 family
Out of Network	$200 single/$400 family
Out of Pocket in Network	$1,000 single/$2,000 family
Out of Network	$2,000 single/$4,000 family

The Board will pay the premium for life insurance at 100%.

The Board will offer a full range Section 125.

Specifics of the Medical/Dental/Life Insurance plans will be available in the Human Resources Department, Building Administrators Office, and on the district web page.

Any health care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, or EPC, shall not be reduced, modified, or eliminated during the term of the Collective Bargaining Agreement without the approval of the LMC and 685 Local OAPSE.

All employees that work at least 3½ hours per day and 120 days per year, will receive payment of benefit coverage on a percentage basis with an employee share of 20%. Employees hired prior to August 1, 2011 will remain eligible for insurance benefits for the life of this agreement provided that these employees do not bid on an existing route of less than 3 ½ daily contract hours.

A. Term Life Insurance

The Board shall pay the cost of $30,000 term life insurance for all employees regularly employed on contract. A double-indemnity accidental death clause shall be included in the policy.

Upon retirement, a current member of the group covered by this policy may convert and individually purchase this life insurance policy. This policy may be issued without additional benefits at the standard rate at the current age of the insured. The policy shall be issued regardless of the age or health of the insured. Applications must be submitted within thirty-one (31) days of the insured's separation date of the group policy.

B. Benefit Options

Members of the bargaining unit have several options to choose from in determining the level of benefit coverage desired. They are as follows:

1. Receive all insurance coverage provided as stated above at the per policy amount specified in this agreement.

2. Receive no medical insurance coverage provided and receive a cash benefit of $1,200 during the length of this contract. All staff members are eligible for the opt-out incentive except for married couples who are both employed by the district.

C. To receive option 2 the following applies:

1. Only one Annual Cash Benefit would be issued per plan. Employees must be employed by September 1st to be eligible for this benefit.

2. Enrollment dates would be limited to the September open enrollment period and will be in effect until the following September open enrollment period. Applications will be available through the treasurer's office.

3. To regain full insurance coverage for the following year the employee must request in writing during the September open enrollment period.

4. To regain benefits after the September open enrollment period the employee must either forfeit cash payment or reimburse cash payment. All insurance company rules supersede all other agreements.

5. Checks will be issued the second payroll of December.

ARTICLE 31

SALARY SCHEDULE - YEARS OF EMPLOYMENT
SIDNEY CITY SCHOOLS

The SERS contribution which has been paid by the employee directly to SERS will be paid on behalf of the employee by the Board of Education, therefore, producing a tax shelter of the employee's contribution. This will be for the full "current rate" and will take effect with the start of the 1984-85 Contract. The pickup will be of no cost to the Board of Education and is solely for the purpose of reducing the current tax rate of the unit member. This will remain in effect so long as revenue rating ruling #77-462 remains unchanged. The employees are responsible for reviewing the relationship between pickup and their other tax-deferred arrangements.

An employee must be on the job for 2/3 of the individual employee's contract year in order to qualify for advancement on the salary schedule. For purposes of this section, an employee shall be considered to be on the job if the employee is drawing worker's compensation benefits from an injury incurred while working for Sidney City Schools.

CUSTODIAL

STEP	Grade 12
0	13.62
1	13.87
2	14.06
3	14.31
4	14.51
5	14.76
6	14.92
7	15.15
8	15.38
9	15.55
10	15.80
11	15.98
15	16.34
20	16.66

BUS DRIVER

STEP	Grade 13
0	15.65
1	16.07
2	16.45
3	16.81
4	17.24
5	17.56
10	17.99
15	18.34

Head Custodians
$1.50 per hour additional

On-Board Instructor
$2.00 an hour over regular hourly rate of pay

Night Bonus
$.50 per hour additional

ARTICLE 32

CALAMITY DAYS

Employees will be expected to report to their respective schools when closed due to calamity if requested by school officials. All twelve-month employees that are requested by their immediate supervisor to work on such calamity day shall be paid one and one-half times their normal rate of pay.

All 260 day employees shall be paid in this manner for up to five (5) calamity days. However if the school district is closed beyond five days, all 260 day employees must report to work and will be compensated their regular rate of pay. If the state legislature would act to increase the number of calamity days beyond 5, the 260 day employees would not need to make up those days.

ARTICLE 33

PERSONNEL RECORDS

A personnel file of all members of the classified staff shall be maintained in the office of the Superintendent. This shall be the only official file of recorded information of members of the classified staff maintained by the administration.

A member of the general public may review records of employees under the following conditions:

1. A written request must be submitted by the public forty-eight (48) hours in advance. A copy of the request will be delivered to the employee within twenty-four (24) hours.

2. The individual reviewing the files must sign a log giving name, address, and phone number.

3. The file must be reviewed in the presence of the Superintendent or his designee.

4. The public may have access to all records in the personnel file at the central office except the following:

   A. Medical Records
   B. Records pertaining to court proceedings
   C. Trial preparation records
   D. Confidential law enforcement investigation records
   E. Pre-employment information
   F. Records prohibited by state and federal law

When the supervisor or other administrator finds it necessary to make a notation in an employee's file, which reflects adversely upon an employee's conduct, service, character, or personality, the supervisor(s)/administrator(s) shall afford the employee an opportunity to read such notation and provide a copy to the employee. The employee shall acknowledge that he has read such notation by affixing his signature on the actual document filed with the statement that such signature may not indicate his agreement with its contents. The employee shall also have the right to answer such notation and the answer shall be attached to the file copy. All notations and anecdotal records included in the employee's personnel file become null and void after three (3) years from date of documentation and will be removed from the file. The notations and anecdotal records shall remain in the folder permanently if a same offense occurs within the three year limit.

Employees shall be guaranteed the right to examine and review their personnel file. Prior arrangement for such examination shall be made with the supervisor or the administrator in charge.

The Association (Union) reserves the rights of any bargaining unit member(s) to have representation present upon inspection of his/her file. Any member of the bargaining unit shall be entitled to a copy of any and all materials placed in his/her file upon request.

ARTICLE 34

LAYOFF AND RECALL

A. All bargaining unit classifications and positions shall be filled by employees of the Board.

B. 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 procedures shall govern such layoff:

1. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate a position.

2. 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 in this Article shall be interpreted as system seniority regardless of classification in the bargaining unit.

3. The following classifications shall be used for the purpose of defining classification seniority in the event of a layoff:

   a. Bus Drivers

   b. Custodians

4. The Board shall determine in which classifications the layoff should occur and number of employees to be laid off. In the classifications of layoff, employees on probation shall be laid off before any employee in that classification employed under a continuing status is laid off.

5. Fifteen (15) days prior to the effective date of layoff, the Board 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 layoff. Each notice of layoff shall state the following:

   a. Reasons for the layoff or reduction.

   b. The effective date of layoff.

   c. A statement advising the employee of his/her rights of reinstatement from the layoff.

6. For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list and the names of all employees who have been laid off shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification.

7. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employee standing highest on the recall list before the next person on the list may be considered. Said employee will have ten (10) calendar days after meeting provisions on #9 below to accept the position or have his name removed from the recall list. Any employee who declines reinstatement shall be removed from the reinstatement list. The appropriate supervisor must be given any change of address by the affected employee. Failure to do so will result in the employee being removed from the seniority list.

8. The employee's name shall remain on the appropriate list for a period of twenty-four (24) months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previously accumulated seniority.

9. The notice of reinstatement shall be made by Certified Mail if other contact is not possible or accepted.

10. Employees on layoff will be considered to fill vacancies out of their classification according to seniority and minimum qualifications and shall not lose recall rights if the trial period is not satisfactorily completed.

11. An employee may return to a former classification held within the last five (5) years provided the employee still meets the minimum requirements for the job. The employee may bump the least senior employee in the formerly held classification. It is understood that bumping rights are confined to those positions that are included in the bargaining unit.

12. If there is an abolishment of a job, the affected employee may bump any employee in the same classification with less seniority.

ARTICLE 35

BOARD OF EDUCATION RIGHTS

The Board of Education retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Ohio, including, but not limited to, all of the rights identified in ORC 4117.08. These include:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.

B. Direct, supervise, evaluate, or hire employees.

C. Maintain and improve the efficiency and effectiveness of governmental operations.

D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.

F. Determine the adequacy of the work force.

G. Determine the overall mission of the employer as a unit of government.

H. Effectively manage the work force.

I. Take actions to carry out the mission of the public employer as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Contract and Ohio Statutes.

ARTICLE 36

NO DISCRIMINATION

No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against as stated in ORC 4112.02.

ARTICLE 37

UNION RIGHTS

A. The Union may use without charge designated school bulletin Boards and mail boxes for posting or transmission of information or notices concerning OAPSE matters. The Union will also be permitted the use of other facilities and/or equipment when permission is secured from the Director of Business Operations. A nominal fee may be incurred to offset Board expenses.

B. Any employee desiring to attend any chapter meeting during work hours, shall be entitled to one (1) hour released time with the time spent to be made-up either before or after the regularly assigned shift provided the employee has notified his/her immediate supervisor at least one day in advance of the meeting and gains approval.

C. Employees shall be entitled up to two (2) hours released time for attendance at ratification meetings with time made-up as in "B" above.

D. Any employee who is involved as a grievant in a grievance and/or hearing during their normal working hours shall be paid at their regular hourly rate of pay.

E. Fair Share Fee:

The Board shall make payroll deduction of Local #685 dues on the following basis:

1. Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union except that written authorization for deduction of fair share fees is not required.

2. Dues shall be deducted in equal amounts from each paycheck of bargaining unit employees. Within ten days of the date of the payroll, the Treasurer of the Board shall transmit the amount deducted, with a list of the employees from whom deduction was made, to the Treasurer of the State Association, with a copy to the Local Treasurer. The Local President, on or before September 15, shall give the Treasurer of the Board written notice of the name of the Local Treasurer for the school year and the name and address of the State Association Treasurer.

3. The Association 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 arising from or in any way related to the deduction of dues under this Article.

4. The Fair Share Fee will take effect if the association has 80% membership by August 1, 1999.

ARTICLE 38

WORKERS' COMPENSATION

A. All employees covered under this agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.

B. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Workers' Compensation.

C. At the time of filing a claim with Workers' Compensation, the employee has the following options:

1. Elect to use accumulated leaves of absence first and to go under Workers' Compensation when other paid leaves of absence are expired.

2. Elect to use the wage package provided by the Workers' Compensation laws. If this option is chosen, and with a signed agreement between the employee and the Board of Education authorizing the Industrial Commission of Ohio to mail compensation warrants in care of the Board of Education, and agreeing to endorse said warrants to the Board of Education, the Board of Education will pay 100% of the normal base wage of the employee. Appropriate deductions will be made from the employee's accumulated leaves of absence to cover the difference between the Workers' Compensation warrants and the employee's normal base wage. These deductions will continue until the employee's accumulated leaves of absence are used up.

ARTICLE 39

PROBATIONARY PERIOD

The probationary period for all employees shall be one-hundred twenty (120) days.

ARTICLE 40

PAY POLICIES

1. All employees are paid bi-weekly on an annual salary. The annual salary is computed by multiplying the hourly rate by the total number hours an employee is hired for the year (including holidays). All required and voluntary deductions will be included in determining net pay.

   The treasurer will correct and pay/deduct any errors in employee's pay the following pay period, if the employee notifies the treasurer's office of the apparent error within three (3) days following receipt of the notice of deposit.

2. The employer shall be permitted to give prior service credit of outside employment solely for the purpose of placement on the salary schedule. This shall be permitted at the time of initial hire into the system.

ARTICLE 41

EXISTING LANGUAGE

All items not negotiated upon, that are in the existing agreement, shall be incorporated in context and content to the new successive agreement.

ARTICLE 42

ATTENDANCE INCENTIVE

If the employee uses no paid personal leave, the Board will pay a total of $250. The Board will pay any employee $120 for no use of sick leave in a contract year if the employee is actively working at least 120 days during the year.

ARTICLE 43

DRUG TESTING FOR SCHOOL BUS DRIVERS AND OTHER SCHOOL VEHICLE DRIVERS

The Sidney Board of Education is committed to the safety of students while being transported to and from school or school activities. Safety is the primary responsibility of the driver of the school vehicle. Each driver, as well as others who perform safety-sensitive functions with district vehicles, must be mentally and physically alert at all times while on duty. To that end, and in accordance with federal law, the Board has established this policy and others related to employees' health and well being.

For purposes of this policy, the following definitions apply:

A. The term illegal drug means drug and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State, and local laws and regulations.

B. The term controlled substance includes any illegal drug and any drug that is being used illegally, such as a prescription drug that has been illegally obtained or not used for its intended purposes or in its prescribed quantity. The term does not include any legally obtained prescription drug used for its intended purpose in its prescribed quantity unless such use would impair the individual's ability to safely perform safety sensitive functions.

C. The term controlled substance abuse includes excessive use of alcohol as well as prescribed drugs not being used for prescribed purposes, in a prescribed manner, or in the prescribed quantity.

D. The term safety sensitive functions include all tasks associated with the operation and maintenance of district vehicles.

E. The term C.D.L license holder means all regular and substitute bus drivers, and other employees who are required to have a commercial driver's license; applicants for such positions are also included to the extent required under federal law.

F. The term while on duty means all time from the time the C.D.L license holder begins to work, or is required to be in readiness for work, until the time the holder is relieved from work and all responsibility for performing work.

The Board expects all C.D.L license holders to comply with all Board policies pertaining to a drug free workplace, which policies prohibit, among other things, the manufacture, dispensing, possession, use, sale, or distribution of alcohol and any controlled substance on school property or at school sponsored or school related activities at all times. The Board concurs with the federal requirement that all C.D.L license holders should be free of any influence of alcohol or controlled substance while on duty.

The Board authorizes and directs the Superintendent to establish a drug and alcohol testing program whereby each regular and substitute bus driver, as well as any other employee required to hold a C.D.L license, or applicant for such a position, is tested for the presence of alcohol in their system as well as for the presence of the following controlled substances: a. marijuana; b. cocaine; c. opiates; d. amphetamines; e. phencyclidine (pcp).

Such tests are to be conducted in accordance with federal and state regulations a) prior to employment, b) upon reasonable suspicion that the employee has engaged in prohibitive conduct relating to alcohol or a controlled substance, c) before returning to duty after engaging in prohibited conduct relating to alcohol or a controlled substance, d) after any accident while performing a safety sensitive function that involves the loss of human life or, after any accident involving a citation to the employee for a moving traffic violation arising out of an accident, e) on a random basis, and f) on a follow up basis.

Any C.D.L license holder who tests positive will be immediately removed from the safety sensitive position and provided with information regarding the services available for alcohol and substance abuse. In addition, the driver may be, but not limited to, evaluated by a qualified professional and be subject to re-evaluation, return to duty testing, and unannounced follow-up testing. The driver must meet all rehabilitation requirements before being reinstated as a bus driver. The Board has the right to transfer the driver to a non safety sensitive position. Attempts will be made to provide the employee with equivalent hours and salary, based on other vacant positions. This is for first time offenders only and applies to alcohol and illegal use of drugs. Any employee may also be subjected to discipline as deemed appropriate under the particular circumstances. For purpose of definition, refusal to submit to a test shall be treated as testing positive.

Prior to beginning the testing program, the district shall provide a drug free awareness program which will inform each C.D.L license holder about:

A. The dangers of illegal drug use and controlled substance and alcohol abuse;

B. Board policies pertaining to a drug free workplace;

C. Sanctions that may be imposed for policy violations.

The Superintendent shall arrange for the required amount of training for appropriate supervisory employees in drug recognition, the procedures for testing, and in the proper assistance of employees who are subject to the effects of substance abuse.

The Superintendent shall enter into a contract with a certified organization who will conduct the alcohol breathalyzer tests, represent the district as the Medical Review Officer (MRO), and specify the urine collection sites in accordance with legal requirements, and to provide the following services:

A. Testing of all first and second test urine samples;

B. Appropriate communication with the district's Medical Review Officer (MRO)

C. Methodology and procedures for conducting random tests for controlled substances and alcohol.

D. Preparation and submission of all required reports to the district, the MRO, and to federal and state governments.

Regulations

The regulations will reflect several requirements of the federal drug testing regulations, but are not intended in any way to limit the procedures for drug and alcohol testing. District personnel will adhere to the detailed provisions of federal regulations in administering the district's drug and alcohol program, and will comply with the Drug Free Workplace Act of 1988 and the requirements of CFR part 382-391 (federal) and CDL requirements (state).

A. Reporting Use of Medicines:

A driver is required to report to the transportation supervisor the use of any prescription or non-prescription medicines containing alcohol or controlled substances, or any other medication that could adversely affect the driver's performance. On a case-by-case basis, the driver's physician may be requested to provide a written release stating that the particular medicine prescribed will not adversely affect driving performance.

B. Testing Program:

A driver will be required to submit to testing for alcohol and/or controlled substances under the following circumstances:

1. Pre-employment testing: Prior to the first time a driver performs a safety sensitive function, the driver will be tested for controlled substances.

2. Post accident testing: As soon as practicable following an accident the driver shall be tested for alcohol and controlled substances. The employer shall cease attempts to administer the test for alcohol two (2) hours following the accident and after thirty-two (32) hours for controlled substances.

3. Random testing: A minimum number of drivers (currently 25% for alcohol and 50% for controlled substances) will be randomly selected annually, using a scientifically valid method in which each driver will have an equal chance of being tested each time selected for testing. He/she shall report to the test site before it closes that same day.

4. Reasonable suspicion testing: A trained supervisor or district official may require a driver to undergo testing for alcohol or controlled substances based upon specific observations concerning the appearance, behavior, speech, or body odors of the driver. If a driver

is required to undergo testing under this section, the driver must immediately cease to perform the safety sensitive function and may not continue it until the driver's alcohol concentration measures less than 0.02, or twenty four (24) hours have elapsed since the observation was made. The employee shall cease to administer the test eight (8) hours after the observation was made.

5. Return to duty testing: Before a driver who has been found to be in violation of the prohibitions of the Board policy may return to duty in a position requiring the performance of safety sensitive functions, the driver must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.02 concentration if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances.

6. Follow-up testing: When a driver has been found to be in violation of the prohibitions section of the Board policy and a qualified professional has determined the driver needs assistance in resolving alcohol or substance abuse problems, the driver will be subject to a minimum of six (6) unannounced follow-up tests within the first twelve (12) months after the violation, as directed by a qualified professional.

C. Drug Testing:

All drug screening and confirmation tests shall be conducted by a laboratory certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs." The employer and the laboratory shall have a clear and well-documented procedure for collecting and shipping, and have a clear and well-documented procedure for collecting, shipping, and accessing of urine specimens. The procedures utilized by the employer and the laboratory shall include a clear and evident chain of custody and control. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to employee representatives and donors.

D. Alcohol Testing:

All alcohol breath tests shall be administered by a trained alcohol technician (AT) or a law enforcement officer certified to conduct such tests. Only emergency breathalyzer technicians shall be used along with the prescribed breath alcohol testing form.

E. Refusal to Test:

Refusal to submit to any of the alcohol or controlled substance tests required by this policy will result in the driver's immediate removal from the safety sensitive functions and may result in disciplinary action. Refusal will be treated as a positive test and driver will be referred to a counseling program and subject to return to duty and follow-up testing. Actions constituting a refusal to submit to a test include:

1. Failing to provide adequate breath for alcohol testing

2. Failing to provide adequate urine for controlled substance testing

3. Engaging in conduct that clearly obstructs the testing procedure

4. Failing to remain readily available for a post accident test

F. Test Results:

Drivers who have been tested for alcohol with the results showing a concentration of 0.02 but less than 0.04, will not be permitted to perform and safety sensitive functions for twenty four (24) hours following administration of the test.

G. Information:

Information regarding the effects of alcohol and controlled substance use on an individual's health, work, and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs is available through the district transportation supervisor.

H. Copies of Records:

Upon written request from the driver, the district will provide copies of any records pertaining to the driver's use of alcohol or controlled substances including the results of any tests. Access to this information will not be contingent upon payment for records other than those specifically requested.

I. Cost of Testing, Substance Abuse Evaluation and Counseling Treatment:

The cost of all drug and alcohol testing for pre-employment, post accident, random, and reasonable suspicion will be paid by the district. If an employee tests positive and wishes to have the split sample tested, the employer will pay for the test. All other testing, substance abuse evaluation, and counseling/treatment required for return to duty and follow-up will be paid by the employee. Drivers will be paid for time involved in the testing process. Any driver who tests positive will not be paid for time off required for counseling, return to duty testing, or follow-up testing. The treasurer will be notified as to the days and time the employee would be subject to loss of pay.

J. Requirements of Employees Without a C.D.L:

Employees who drive school vehicles (van, car) that do not require a C.D.L will be subject to post accident tests and reasonable suspicion tests as defined in these regulations and as determined by the Superintendent of schools. All employees will be responsible for return to duty tests and follow-up tests as defined in these regulations as they apply to each employee.

Costs and possible loss of pay shall apply to all employees as specified in section I.

K. Transportation:

1. When an employee is identified under "reasonable suspicion," said employee will be transported to and from the test site by a school official.

2. If an employee tests positive to a random test, said employee will remain at the test site and be transported home by a school official.

3. If a school bus is involved in an accident, the driver will follow all requirements as identified by the district supervisor.

ARTICLE 44

DURATION

This agreement, upon ratification, shall be effective July 1, 2011 until June 30, 2015.

In witness whereof, the parties hereto, by their duly authorized representatives, have executed this agreement at Sidney, Ohio, this 2nd day of August, 2011.

SIDNEY CITY BOARD OF EDUCATION

Melanie Cook
Board President

John Acker
Superintendent

Mark A. [illegible]

Jerry W. Harmon

Kelly [illegible]

William Aubrey

Negotiating Team

OAPSE and SIDNEY SCHOOL EMPLOYEES ASSOCIATION

Marlene Everett
President, Chapter #685

J. Baker
OAPSE Field Representative

Jane Bauer

[illegible]

[illegible]

Negotiating Team

CERTIFICATE OF AVAILABLE RESOURCES
(Fiscal Certificate)
(SECTION O.R.C. 5705.412)

Contract/Vendor Name: OAPSE Negotiated Agreement
Sidney Board of Education

Contract Period: July 1, 2011 to June 30, 2015

IT IS HEREBY CERTIFIED that the Board of Education of the Sidney City School District, Shelby County, Ohio, has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of the certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs and services essential to the provision of an adequate program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, which ever period of years is greater.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated:

Michael Watkins
Treasurer, Board of Education

Melanie Cook
President, Board of Education

John Scheu
Superintendent of Schools