

**NEGOTIATION AGREEMENT
BETWEEN**

STATE EMPLOYMENT
RELATIONS BOARD

2012 DEC 10 P 3:03

**OAPSE
LOCAL 516**

11-MED-04-0609
2456-02

and

**LITTLE MIAMI LOCAL SCHOOL
BOARD OF EDUCATION**

CONTRACT

JULY 1, 2012 - JUNE 30, 2014

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K #29133

**ARTICLE 1
PARTIES TO AGREEMENT**

The Little Miami Local Board of Education, hereinafter referred to as the "Employer", and the Ohio Association of Public School Employees, and its Local 516 members, hereinafter referred to as "OAPSE 516", agree to be bound by the following terms and conditions as they relate to the members of said OAPSE 516.

**ARTICLE 2
STATEMENT OF PURPOSE**

The Little Miami Local Board of Education and the Little Miami District Local 516 of OAPSE recognizes that the primary function of the Board and its staff is to assure each boy and girl attending its public schools the highest level of educational opportunities obtainable within the resources of the district. The Board believes that high morale of the classified staff is essential if education of the finest quality is to be achieved and that the interests of the educational program are best served when mutual understanding, cooperation and communications exist among the Board, the administration and the classified staff.

**ARTICLE 3
RECOGNITION**

Section 1

The Little Miami Local Board of Education shall recognize the Ohio Association of Public School Employees and its Local #516 as the sole and exclusive negotiating agent for all classified employees in the bargaining unit, as hereinafter defined:

Bus Drivers	Technology Para-Professional
Mechanics	Library Para-Professional
Head Mechanic	Special Education Para-Professional
Maintenance	Teacher Para-Professional
Grounds/Maintenance	Bus Para-Professional
Secretaries	Bus Trainer
Custodians	Deaf Interpreters
Kitchen Mgr	Cooks
Van Driver	Nurse Aides (Para-Professional)
Pony Driver	Facilities and Maintenance Planner
Dispatcher/Trns Clerk	Mechanic Helper
Athletic Clerk	

Section 2

The bargaining unit shall include all classified employees of the employer excluding all supervisors, central office personnel, substitutes and coordinators.

Section 3

Employees' state and local dues shall be deducted from payroll checks as follows:

Nine Month Employees	First pay in September through first pay in May
Ten Month Employees	First pay in September through first pay in June
Twelve Month Employees And employees receiving stretch pay.	First pay in September through first pay in July

State and local dues shall be submitted to the State Treasurer monthly by the payroll department. A list of those employees for whom payment is being made and the amount being withheld for each, shall be submitted to the local and state treasurer monthly.

Payroll deductions shall be continuous and remain in effect unless revoked, in writing, ten (10) days prior to the expiration of the Agreement. The Payroll Office shall notify the Local Treasurer of the Association, in writing, of any revocation of payroll deduction of dues in accordance with this section.

Section 4

Eighty (80) days following the beginning of employment, 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 deduction. 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 in the same manner except that written authorization for deduction of fair share fees is not required.

Section 5

P.E.O.P.L.E. Check off – The Board agrees to deduct payments voluntarily authorized by individual employees to “The Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Fund. 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 Board and the Association. The Board agrees to remit any deductions made pursuant to this Section promptly to the Association, together with an itemized statement showing the name of each employee from who pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 6

The parties hereto declare that there shall be no unlawful discrimination against any employee because of age, race, color, national origin, sex, political affiliation or membership in any lawful employee organization. No employee shall be pressured, coerced or required to join or refrain from joining OAPSE 516.

ARTICLE 4 SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law, existing or promulgated in the future, or by any tribunal or competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

If any portion of this contract shall be found contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full effect for the term of the contract. The parties shall meet within ten (10) days at the request of either party to negotiate a successor provision for the provision held contrary to law.

ARTICLE 5 PROCEDURE FOR CONDUCTING NEGOTIATIONS

The Board, or the Designated Representatives of the Board, will meet with the Representatives designated by the Union for the purpose of discussing and reaching agreement. All Negotiations shall be conducted exclusively between said Teams. The Board's Negotiating Team and the Union's Negotiating Team will be limited to five (5) members each. Neither party shall have control over the selection of the other Party's team members. While no Final Agreement shall be executed without ratification by the Union and adoption by the Board, the Negotiating Teams will have the authority to make Proposals, consider Proposals and determine items acceptable to both Parties involved in negotiations. Field representatives of the Union shall be included in the Local's Negotiating Team. Consultants may be used by each of the Parties in any of the Negotiating Meetings. The expense of such Consultants shall be borne by the Party requesting or hiring them.

A. Exchange of Information

Prior to and during the period of Negotiations, or Impasse Provisions, the Board and the Union agree to provide to each other requested information concerning the issue(s) under consideration.

B. Request for Meeting

Upon a written request to open Negotiations, a mutually acceptable date for the initial meeting shall be set. A request to open Negotiations shall not be submitted prior to April 1st.

C. Submission of Issues

All Language issues for Negotiations by the Union and the Board shall be submitted in writing at the first Meeting. No additional Language issues shall be submitted by either Party following the designated Meeting unless agreed by both Parties. Monetary issues (proposals) shall be submitted at a mutually agreed upon time by both Parties, after Negotiations have begun.

D. Negotiation Meeting

The parties shall meet at places and times agreed upon at the beginning of the prior Meeting. The 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. If the Board, or its Designated Representative desire to set a Negotiation Meeting during working hours, all Members of the Negotiating Team normally employed during those hours shall be paid for those hours at the regular rate. All Meetings after normal working hours would not be affected.

E. Caucus

Upon request of either Party, the Negotiation Meeting shall be recessed to permit the requesting Party a period of time within which to Caucus in privacy. The Caucus shall not exceed thirty (30) minutes in length, unless mutually agreed to.

F. Progress Reports

During Negotiations, Interim Reports may be made to the Union by its Representatives and to the Board by its Representatives. Each party will be responsible for requesting that the information from such Reports be regarded as only Proposals and shall be confidential information, as to the extent permitted under Ohio Law, with the Organization concerned.

G. Protocol

No action to coerce, censor or penalize any Participant in Negotiations shall be made or implied by any other Negotiator or Member of either Party so represented. Both sides agree to conduct themselves in a professional and non personal manner.

H. Tentative Agreement

As negotiated items are agreed upon, they shall be reduced to writing and signed by the Chief Negotiator of each Party. Such signing shall be construed as Tentative Agreement by both Parties on that item or issue, subject to finalization by ratification by the Membership of the Union and adoption by the Board.

I. Agreement

When an Agreement is reached through Negotiations, the outcome shall be reduced to writing. Both Parties shall review the Agreement together to determine the accuracy of the Transcript. If the Agreement is then in proper form, it shall be submitted first to the Union for ratification and then to the Board for adoption after the Union approves of the Agreement. When adopted by the Board, the agreement shall become part of the official Board Minutes. Said agreement shall be signed by the Board's Representatives and the Union's Representatives.

J. Intent to Recommend

Prior to the Negotiated Agreement being presented to the Union and to the Board, both Negotiating Teams shall pledge to recommend adoption of the Tentative Agreement.

K. Media Release

It is agreed that during the negotiation period, neither party will issue any statement to the News Media. In the event such press releases become necessary, during the normal conduct of negotiations, the content and release of such press releases must be mutually agreed upon before release to the News Media. In the event both parties reach impasse regarding the settlement of negotiations, either may issue a press release upon providing the other party a copy of the release forty-eight (48) hours in advance of its submission to the News Media.

L. Impasse

In the event that agreement cannot be obtained within sixty (60) days of

the first negotiation session, either party may declare impasse on the issues being negotiated. Upon the declaration of impasse, the services of the Federal Mediation and Conciliation Service shall be jointly requested. The impasse procedure of this contract shall be completed if an agreement has not been reached within thirty days of the first meeting of the parties with a mediator. Should the parties be unable to reach an agreement through the assistance of a federal mediator, the Union may exercise its right to strike. Said strike will be in accordance with all established procedures of the O.R.C. 4117. All of the timelines contained in this section may be extended upon mutual agreement of the parties.

M. Good Faith Negotiations

Good faith requires that the Union and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Such obligation shall not require either party to change its proposal on any matter being negotiated.

**ARTICLE 6
GRIEVANCE PROCEDURE**

Grievance Policy

The Little Miami Local Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

Grievance Defined

A grievance is a complaint involving the violation, misinterpretation or misapplication of the agreement.

Parties in Interest

The lodging of any grievance shall be the right of either the individual employee or OAPSE 516. OAPSE 516 will be limited to items covered in the Agreement. While OAPSE 516 shall have the right to represent the employee or to appeal on any action taken on the grievance of an individual employee, it shall do so only with the consent of said individual employee.

Step One

Any employee having a grievance shall first discuss such grievance with his/her immediate supervisor at a meeting identified as Step 1 of the grievance procedure.

Step Two

If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's building principal or immediate supervisor designated by the Superintendent. Such grievance must be lodged within twenty (20) working days following the occurrence of the act or condition which is the basis of said grievance. The written grievance shall be on a standard form supplied by the Employer and shall contain a concise statement of the facts upon which the grievance is based and, if applicable, a reference to the specific provision of the memorandum, contract, policy, rule or regulation allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed with the Superintendent. The employee shall have the right to request a hearing before the building principal or immediate supervisor designated by the Superintendent. Such hearing shall be scheduled within ten (10) working days after the receipt of such request. The employee shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by a representative of the Association.

The building principal or immediate supervisor designated by the Superintendent, shall take action on the written grievance within ten (10) working days after the receipt of said grievance, or if a hearing is requested, within ten (10) working days after conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing copies sent to the employee and the Superintendent or his designated representative.

Step Three

If the action taken by the building principal or immediate supervisor designated by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent. Failure to file such appeal within ten (10) working days from receipt of the written memorandum of the principal's or immediate supervisor's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be scheduled by the Superintendent or his designated representative within ten (10) working days after the receipt of the request. The employee shall have the right to be represented at such hearing by representatives of OAPSE 516. The Superintendent or his designated representative shall take action on the appeal of the grievance within ten (10) working days after the receipt of the appeal, or if a hearing is requested within ten (10) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the

employee and the building principal or immediate supervisor designated by the Superintendent.

Step Four

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee and the Association, the Association may appeal in writing for arbitration. The Notice of Arbitration shall be sent to the Superintendent with a copy to the Treasurer within ten (10) working days from receipt of the written response. However, the parties may agree to use mediation through the Federal Mediation and Conciliation Service prior to any arbitration hearing. The Association and the Board agree to share any mediator charges and expenses equally.

If mediation does not resolve the grievance, an arbitration hearing shall be scheduled with one of the following arbitrators:

- A. Rob Stein
- B. David Stanton
- C. Frank Keenan

Assignment of grievance/arbitrations shall be made on a continuous rotating basis among the three (3) above mentioned arbitrators. In the event that an arbitrator is unable to remain on the list, the parties shall meet to mutually agree on a replacement.

With the exception of the selection of the arbitrator, or any other contractual provision related to the arbitration hearing, the parties agree that the arbitration process shall adhere to the American Arbitration Association's rules.

The arbitrator shall hold such meeting as he/she determines necessary to make a fair and impartial ruling and issue his/her decision within forty-five (45) calendar days of the hearing.

The arbitrator shall expressly confine him/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted. Additionally, the arbitrator shall have no power to alter, add to, modify or subtract from the terms of this agreement.

The arbitrator has the authority to determine arbitrability if such an issue exists. The Board must raise the issue of arbitrability fifteen (15) days after receiving such notice from the Association of its intent to proceed to arbitration. Such notice shall include a motion of supporting memorandum submitted to both the Association and the arbitrator. The Association shall have fifteen (15) days in which to file a response to the Board's memorandum to both the Board and the arbitrator. The arbitrator shall make a ruling on the arbitrability issue prior to hearing the grievance.

The arbitrator shall have the power to subpoena witnesses and documents.

No later than ten (10) days prior to the scheduled arbitration hearing a disclosure conference must be held between the representatives of the Board and the Association at which time all documents, exhibits, evidence, and names of the witnesses and the nature of their testimony shall be disclosed. Failure to disclose prior to the hearing shall result in the exclusion of said evidence, exhibit, or testimony at the arbitration hearing.

The ruling of the arbitrator shall be binding.

Arbitrator's expenses and fees shall be paid by the unsuccessful party in the arbitration proceeding. However, the arbitrator shall also have the authority to prorate the arbitration expenses and fees between the parties based upon his discretion.

ARTICLE 7 DISCIPLINE AND DISCHARGE

Section 1

Probationary Period – Each new employee shall serve one hundred twenty (120) day probationary period.

During this time the Superintendent or his designee may discharge the employee at any time, without providing reasons and without the need to establish cause. In the event a probationary employee is discharged, the Union President and employee shall receive a copy of the notice of discharge.

If any employee is retained after completion of the probationary period, he/she may not be discharged except as provided in this Article. Neither the Union nor employee may file a grievance or any other challenge to an employee's discharge during his probationary period.

Any employee who changes classification shall serve a probationary period of 90 days in the new position. If the employee is not retained in the new position, the employer will allow the employee to return to his/her previous position. All employees accepting positions due to the postings related to the returning employee will also return to their prior position and the original position will be reposted. An employee who changes position may return to his previous position within the first fifteen (15) working days from the day he/she starts the position.

Section 2

The Superintendent may suspend an employee for up to ten (10) days and the Board may suspend up to twenty (20) days or terminate an employee for

incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, poor attendance or any other acts of misfeasance, malfeasance or nonfeasance. An employee will be verbally warned at the first offense, will be given a written warning at the second offense and may be suspended or terminated at the third offense provided however that the employee may be suspended or terminate at any step if the Superintendent or Board of Education deems the nature or gravity of the offense to be serious enough to warrant immediate suspension or termination.

Disciplinary procedure – Standards of progressive discipline shall be applied in normal circumstances in the administration of employee correction. If the infraction is of a severe nature, any or all of these steps may be waived. The standards are:

- a) Oral warning
- b) Written reprimand
- c) One day to ten day suspension without pay
- d) Discharge

Before implementing discipline of a non probationary employee, the Superintendent or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reason for the intended action or otherwise to explain the alleged misconduct or other cause. The employee has the right to be accompanied at the conference by one Association representative. The conference will be scheduled as promptly as possible by the Superintendent or designee.

Section 3

Employees being considered for termination because of excessive use of sick leave will go through a progression of steps to correct the problem. The employee will be first communicated with through the Superintendent or his designee. Failing to correct the problem may result in termination.

Section 4

All employees holding a Commercial Drivers License (CDL) shall be required to undergo drug and alcohol testing. The Little Miami School District shall belong to a consortium of school district which shall have rules, regulation and procedures for testing an employee as outlined in Board Policy GDPDA.

The employer may at its expense have other employees within the bargaining unit tested when there is reasonable suspicion of drug and/or alcohol abuse. An employee who test positive on a drug or alcohol test or refuses said test shall be subject to discipline up to and including termination.

Section 5

This article replaces the provisions of Section 3319.081, O.R.C.

ARTICLE 8 SICK LEAVE

Section 1

All non teaching employees shall be granted sick leave of one and one-quarter (1¼) days per month for a total of fifteen (15) days of sick leave for each year under contract. The accumulation of unused sick leave shall be two hundred and twenty (220) days.

An employee shall present a statement from a physician after three consecutive days of use of sick leave. If no physician's statement is presented, the employee shall not be paid for those days. All doctor and dentist appointments shall be scheduled outside an employee's regular working hours. Exceptions to this section shall be determined by the superintendent and/or his designee after investigation. Unless it is an emergency, a waiver will not normally be granted.

Any employee failing to submit an affidavit of absence form within 24 hours of returning to work risks having the wages held for a period in question until such time that the form is received.

Sick leave payment will be made to the employees based on the regular number of hours he/she is scheduled to work on the day the employee is absent on sick leave.

Section 2

Sick leave shall be granted for absence due to personal illness, pregnancy, related illness or condition, injury, exposure to contagious disease, and for absence due to illness, injury or death in the employee's immediate family. Immediate family, for the purpose of this Section, shall be:

1. Spouse, parents, parents-in-laws, children, grandparents.
2. Grandchildren or any other person when the employee is the legal guardian.
3. Grandchildren, sisters, brothers, sisters-in-law, brothers-in-law due to life threatening illness or in the event of a death.
4. Any other relative(s) living in the employee's household.
5. Aunt, uncle, niece, nephew, cousin in the event of a death.

The use of sick leave for death shall be limited to a maximum of 3 days per occurrence. Proof of death must be submitted prior to pay being released for sick leave due to the death of a family member as defined above.

Section 3

Upon retirement, unused accumulated sick leave shall be converted into severance pay. The formula for payment shall be twenty-five percent (25%) of accrued sick leave days. Severance pay shall not exceed fifty-five (55) days for each employee. Payment shall be calculated by multiplying the employee's daily base rate, excluding supplemental pay, at the time of retirement by the total number of days or fractional parts thereof. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

Section 4

Upon the death of an employee, the employee's estate shall be paid 25% of the employee's accumulated sick leave to a maximum of fifty-five (55) days.

Section 5

The Little Miami Board of Education will provide 12 weeks of unpaid annual leave to classified employees who have worked for the employer one year and for 1250 hours over the previous 12 months for the following reasons:

- * to care for the employee's child after birth, or placement for adoption or foster care;
- * to care for the employee's spouse, son or daughter, or parent who has a serious health condition;
- * or, for a serious health condition that makes the employee unable to perform the employee's job.

The following requirements must be met:

- * An application for unpaid leave must be completed thirty (30) days in advance when the leave is "foreseeable".
- * Medical certification is required to support the leave request and a fitness for duty report is required to return to work.

For the duration of the Family Medical Leave, the employee's health coverage will be maintained under the "group health plan" under the same conditions as other employees in the same classification and hours worked as stated in the collective bargaining agreement.

Section 6

An employee on paid maternity leave during Christmas or Spring Break shall not have the breaks from regularly scheduled school counted toward maternity leave. The only exception to this rule is if the employee is on an unpaid maternity leave status.

Section 7

If an employee is absent for more than seven (7) "occurrences" in a work year, beginning with the seventh occurrence, the following discipline may be administered at the superintendent's discretion:

- A. 7th occurrence, employee receives verbal reprimand.
- B. 8th occurrence, employee receives written reprimand.
- C. 10th occurrence, employee receives one (1) day suspension without pay.
- D. 12th occurrence, employee receives three (3) days suspension without pay.
- E. After the 15th occurrence, the Board may consider additional suspensions up to and including termination.

Definition of "occurrence:" $\frac{1}{2}$ day = $\frac{1}{2}$ occurrence; $\frac{1}{4}$ day = $\frac{1}{4}$ day occurrence; 1 day = 1 day occurrence unless used consecutively. Consecutive days absent from work as a result of illness or injury will count as a single occurrence. Absences from work for any of the following reasons shall not be considered an occurrence:

- A. Vacation;
- B. Personal leave for reasons other than illness;
- C. religious observances;
- D. Bereavement leave;
- E. As determined by Superintendent or Designee.
- F. Union Leave

The work year will be defined to be July 1st through June 30th for the purpose of this provision. Each July 1st all employees shall start a new zero occurrence balance and discipline shall start at the beginning of the progression table.

All discipline procedures related to this provision shall supersede the procedures and due process requirements prescribed by Ohio law. An employee may appeal discipline under this provision only through the Grievance process provided in Article 6. Any employee disciplined under this provision shall be given the right to an informal hearing and their representative with the superintendent or his/her designee at least twenty-four (24) hours prior to receiving a reprimand, suspension or termination. At such meeting the employee may provide written notice and/or documentation as to their illnesses and the purpose for the reason for the use of prior sick leave. Notification of such hearing shall be in writing, not less than forty-eight (48) hours prior.

The Board reserves the right to accelerate discipline measures when an employee fraudulently reports the use of sick leave.

ARTICLE 9 PERSONAL LEAVE

Section 1

Three (3) unrestricted personal days shall be provided each contract.

- a. The appropriate leave form is submitted at least three (3) days before said leave with a reason written on such form. The three (3) day requirement may be waived in the event of unusual or mitigating circumstances.
- b. The superintendent approves such day at his/her discretion.
- c. Should said reason be due to an emergency making the three (3) day compliance impossible, the employee shall notify his/her immediate supervisor and complete the appropriate forms upon return.

Section 2

Personal leave may not be used on the day immediately preceding or following a holiday, on a day of in-service, on the first or last day of the school year, or on make-up days that have been established in the school calendar, except under unusual circumstances at the sole discretion of the superintendent. No more than 10% of the bus drivers shall be permitted to take personal leave on any given day. Further, not more than one (1) employee in any other job category shall be permitted to take personal leave on any given day. The employee's supervisor may waive the requirement for the number of employees off within job categories.

Section 3

Up to three (3) personal days which are not used during the school year shall be converted to sick leave by September 1 of each school year. In cases of retirement, said conversion shall occur prior to the issuance of severance pay; said conversion will occur if said employee has worked more than 120 days.

Section 4

The Superintendent of schools reserves the right to grant personal leave for any reason. If the request is denied, written reason will be given to the applicant. Personal leave not used shall be converted to sick leave by September 1, not to exceed the maximum of 220 sick days.

Section 5

Personal Leave Pay will be made to the employee based on the number of hours he/she is scheduled to work.

ARTICLE 10 LEAVE OF ABSENCE

Section 1

Upon a written request, the Board of Education may grant an unpaid leave of absence for a period of not more than two (2) years for educational, professional or other purposes, and shall not grant such leaves where illness or other disability is the reason for the request.

Section 2

Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for that purpose of replacing the returning employee while he/she was on leave.

Section 3

If, after the return of the employee from an unpaid leave or paid leave in excess of one hundred twenty (120) consecutive days in the prior school year, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she will be placed on the salary schedule and have their start date amended for his/her length of service with the Board during such replacement period.

ARTICLE 11 COURT LEAVE

Section 1

Court Leave

In cases where an employee is subpoenaed or summons to appear in any court in cases which are school related, he/she shall be paid his/her regular hourly rate of pay. The employee shall deliver over to the Treasurer and endorse his/her witness fee check from the Clerk of Courts, if said amount is less than his/her normal daily pay. If the fee is greater than his/her normal daily pay, including employer paid retirement, the employee shall deliver over to the Treasurer the amount equal to his/her daily pay including employer paid retirement.

In cases where any employee is subpoenaed or summons to appear in any court cases which are not school related, he/she shall be granted time off from work without pay unless the time off is chargeable to compensated leave under this agreement.

Section 2

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 his/her regular hourly rate of pay. The employee shall deliver to the Treasurer and endorse his/her jury duty check from the Clerk of Courts, if said amount is less than his/her normal daily pay. If the fee is greater than his/her normal daily pay, including employer retirement, the employer shall deliver over to the Treasurer the amount equal to his/her daily pay, including employer paid retirement. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty, which amount shall not exceed the total amount paid to the employee by this court.

Section 3

An employee utilizing court leave due to a subpoena and/or jury duty shall report back to work in the event the court leave or jury duty ends and there is more than two (2) hours left of the employee's scheduled work shift.

ARTICLE 12 ASSAULT LEAVE

In accordance with Ohio Revised Code 3319.143, the Board shall grant up to a maximum of ten (10) days assault leave to any employee who is absent due to a

physical disability resulting from an assault which occurs in the course of Board employment. Such employee will be maintained on full pay status during the period of such absence and such leave shall not be charged against the employee's earned or erasable sick leave.

In accordance with the Ohio Revised Code 3319.143, the Board shall require an employee to furnish a signed statement on forms provided by the Board to justify the use of assault leave. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved.

Under extremely unusual circumstances involving serious injury the ten (10) day limitation may be extended at the sole discretion of the superintendent.

Upon request of the superintendent, an employee shall file a police report regarding the nature of the assault and provide a copy of the report to the superintendent. Upon filing of a police report, the administration shall initiate disciplinary proceedings.

ARTICLE 13 LAYOFF AND RECALL

Section 1

In the event that layoffs become necessary, the employee with the least district seniority in the classification(s) determined to be affected by layoff, shall be laid off first. Notification of layoff will be in writing and shall be delivered by certified mail or hand delivers and signed for by the employee. In the event it becomes necessary to lay off or abolish a position or lose a building permanently, employees shall have bumping rights and may bump through their specific classification if their seniority exceeds that of other persons from their job classification. Employees who are laid off, or their job gets abolished from their job classification shall have the right to exercise their district seniority to displace the least senior employee in any job classification which they previously held in the school district provided the employee desiring to exercise such district seniority has:

- a) More district seniority than the employee in such other job classification;
- b) The present ability to perform the essential functions of the classification without additional training or retraining;
- c) Any certificates or licenses to perform such work; and
- d) Performed work in and held job classification seniority in the job classification.

When an employee bumps into another classification as a result of a reduction in force, the employee shall be placed on the salary schedule closest to, but not less than the employee's current rate of pay.

Section 2

When the employees are to be recalled, they shall be recalled by order of seniority to their position they previously held. If that position no longer exists, then the employee will be recalled into an available position within their classification.

Laid-off employees shall have recall rights for a period of two (2) complete years from the date of layoff, or for a period equal to their length of service with the Employer, whichever period is shorter.

For the purpose of this article, seniority shall be defined as an employee's total length of service with the Board from said employee's first day of work as a regular employee.

Within the classification of secretary, there shall be three (3) sub-classifications: Secretary I, Secretary II, and Secretary III. For the purpose of bumping rights, a Class III Secretary may bump down to Class II and a Class II may bump down to a Class I secretary positions. However, regardless of seniority levels, a Class I may not bump a Class II and a Class II may not bump a Class III Secretary.

Section 3

Employees reinstated under this procedure shall be placed on the step assumed by the number of years of actual work experience.

Section 4

If two (2) or more employees have the same District Seniority, then seniority will be determined by the date of application, then by the largest of their last four (4) digits of their social security number.

Section 5

The layoff and recall procedures of Article 13 shall supersede and replace in their entirety Ohio Revised Code, Section 3319.081.

ARTICLE 14 SENIORITY

When an employee moves from one classification to another, the seniority accrued in the previous classification shall not be considered when determining seniority in the new classification. With the exception of layoff and recall where total years worked in the district shall be the determining factor, seniority in the classification shall be determined by the time served in the classification. In determining the seniority in the Secretary classification, separate seniority shall be calculated and maintained for employees based on time served in each sub-classification, i.e., Secretary I, Secretary II, and Secretary III. District seniority shall be determined by the first day of work as a Bargaining Unit Employee. Continuous service shall not be interrupted if (1) employee was on approved leave of absence; or (2) the employee is re-employed within two (2) years from the date of layoff. All other breaks in service of employment shall constitute interruptions in continuous service. Seniority as defined herein shall be used for all seniority applications contained in this Agreement except where seniority is otherwise defined for specific applications in individual sections of an article of this Agreement.

A seniority list shall be provided and updated annually to the Local President and Treasurer. The updated list shall be provided by October 1 of each year.

ARTICLE 15 EMPLOYEE'S PERSONNEL FILE

Section 1

An employee's official personnel file shall be maintained in the Central Office. Upon request by the employee and with prior arrangements made with the Superintendent or designee, the employee may review the file in the presence of the Superintendent or designee. The Superintendent or designee will be responsible for maintenance and confidentiality of the personnel records systems.

Section 2

Routine employment materials and any commendation shall be placed in an employee's personnel file with a dated stamp of the date the item was placed in the file.

Section 3

Reprimands, disciplinary reports or other adverse personnel documents shall require the signature of the employee in whose file the entry is being made and signature of the administrator placing information in the file. If the employee

refuses to sign the material, it shall be placed in the file with a notation indicating the employee refused to sign it.

Section 4

Upon request, copies of the material contained in the file shall be provided to the employee at his/her expense.

Section 5

Employees shall have the right to attach a written response, within thirty (30) work days of receipt, to any material in the file.

Section 6

Reprimands/disciplinary reports, except material which pertains to improper conduct with students, which have been included in an employee's file, shall be removed after three (3) years upon the employee's request if no material of a similar nature has been placed in the file during that time.

Section 7

Unsigned letters or complaints will not be placed in an employee's official file until the complaints are substantiated.

Section 8

Employees may submit letters or merit or awards through the supervisor to be placed in his/her official file.

Section 9

Any record or reference to a liability claim shall not be made a part of an employee's file unless the claim is substantiated through a court of law, acknowledgement by the employee, or settlement of the claim by the insurance company.

Section 10

Employee records shall be available for public review except for matters which are exempted by law set forth in O.R.C. 149.43(A) (1):

1. Confidential law enforcement investigatory records.
2. Medical records.
3. Trial preparation records.
4. Any other records the release of which is prohibited by state or federal law.

ARTICLE 16 OVERTIME

Section 1

One and one half (1 ½) times the employee's regular straight time hourly rate (including the shift differential for employees working other than the day shift) shall be paid for hours worked in excess of forty (40) hours in one work week. Hours in the forty hour week must be actually worked: sick leave, vacations and personal leave are excluded from the forty hours when calculating overtime unless overtime hours are regularly scheduled. Calamity days and holidays are excluded from this provision.

The Employer will rotate and equalize overtime opportunities among qualified full-time employees in the work unit who normally perform the work that is being assigned for overtime. The employer agrees to post overtime and extra-time rosters, which shall be maintained and monitored by the employer. Said roster shall be placed on appropriate bulletin boards in each facility and will include a list of overtime hours worked and refused, with overtime offered to the employees within the work unit who, on the roster, have the fewest aggregate hours worked and refused among those in the work unit who are qualified to perform the work being assigned. An employee who is offered but refuses overtime assignments shall be credited on the roster with the amount of overtime refused.

Where there are inequities in the distribution of overtime, the Employer will be given the right to correct the error at the earliest opportunity.

Section 2

All hours worked on Saturday and Sunday, in addition to normal contract hours, shall be paid at one and one half times (1 ½) the regular rate of pay. Holidays worked shall be paid at the regular rate exclusive of holiday pay.

All extra pay (overtime, field trips, etc.) shall be received on the paycheck covering the pay period in which work is performed whenever possible.

Section 3

Custodians performing services for groups in any school building during hours outside the custodians' normal working hours will be compensated for all hours worked (overtime if applicable) for said groups. The work shall include, but not limited to, setting up chairs for the area use, monitoring the activity, being available to said group, protecting the security and care of buildings, unlocking and securing the building, returning equipment to storage, closing down area, cleaning, and having the building ready for school. When there is an activity in a building that involves the use of the cooking equipment, a cafeteria employee

shall be on duty and shall be compensated in accordance with applicable provisions of the negotiated agreement.

ARTICLE 17 CALAMITY DAYS

Section 1

- 1) In the event that the School District is closed or delayed due to an emergency, bad weather conditions, or other public calamity, employees shall suffer no loss of pay.
- 2) When school is closed or delayed, notification of same shall be sent out and disseminated by radio and other means.
- 3) On those occasions when a School or all Schools are closed, employees who are requested to report to work on any day declared a Public Calamity shall be paid at the rate of two (2) times their regular hourly rate, inclusive of the Calamity Day pay.
- 4) In the event it becomes necessary to close school after an employee shift has begun. The bargaining unit employee will be paid one and one-half (1 ½) their regular rate of pay for all hours worked. Bus Drivers shift begins fifteen (15) minutes prior to the start time of their route.
- 5) Any employee who has requested a Personal Leave Day, Sick Leave, or Vacation shall not be charged for that day if it occurs on a Calamity Day.

ARTICLE 18 EXTRA CURRICULAR TRIPS/FIELD TRIPS

Section 1

All extracurricular trips/field trips will be posted each Tuesday, when possible, and left on the board until Friday 9:30 for the following week. The only exception will be trips that occur during the winter and spring breaks, these trips may be posted up to three (3) weeks before the winter and spring breaks. Extracurricular trips/field trips shall be awarded on a seniority and rotating basis. The most senior drivers in rotation may select trips as long as the selection does not result in overtime, unless the employer approves overtime. Trips that come in after the Tuesday posting will be posted immediately upon receipt. Trips that are received after the Friday trip award shall be awarded under a "Short Notice" rotating Seniority List.

Section 2

Drivers of extracurricular/field trips shall be paid a minimum of two (2) hours at regular hourly driving rate on all field trips. Waiting time shall be paid at \$11.75 per hour. Bus Drivers shall be paid an additional .2 (point two) of an hour (12 min.) for pre-tripping a different bus than their own for field trip use, providing the driver is not in pay status when this occurs.

Section 3

Cancellation of a field trip with no advance notice shall result in the scheduled driver being paid two hours at their regular rate of pay.

Section 4

Bus drivers may only miss their regular bus route twice during the school year for the purpose of driving a field trip.

Section 5

Emergency trips (defined as those that the transportation department has less than two (2) hours to fill, or has to fill over the weekend) will be filled with the first available driver.

If a field trip is canceled and rescheduled, it will be given to the driver who was awarded the trip originally. If it is rescheduled after two weeks, it will be reposted. If a mistake is made in filling a field trip, it will be corrected by offering said driver a trip of equal value on the next posting and must be agreed by both parties.

Section 6 – Overnight Trips with School Vehicles

- 1) Overnight trips will be posted according to Section 1 of this Article. There will be a separate list for Overnight trips. Overnight trips shall be offered in rotation by seniority. Expense money, with receipts will be reimbursed within two (2) weeks of submission to the Treasurer's Office. All drivers will be eligible for overnight trips regardless of the number of hours worked.
- 2) The driver will be paid at their regular rate of pay for a minimum of eight (8) hours per day he/she is gone on the trip. These hours would exclude the time between the last call on the driver and vehicle at the end of the day, to the first call on services the next day.
- 3) The driver shall be reimbursed for lodging and meal expenses under the same conditions as the teacher acting as leader or chaperone of the trip. The driver to be lodged at the same establishment as the group of

students he/she is transporting. Driver shall not stay in the same room as any of the students, coaches, or chaperones.

Section 7

Summer trip list will be by seniority rotation. There shall be a summer trip list for those drivers interested in summer field/extra-curricular trips. The Administration shall engage in reasonable efforts to award trips on a rotating seniority basis. Drivers will have twenty-four (24) hours to respond to a request of interest in accepting summer trips.

Section 8

Drivers shall be provided thirty (30) minutes pre-trip for any trip on a Saturday, Sunday, or non-school day.

ARTICLE 19 TRANSPORTATION

Section 1 – Route Times

Your established route time starts at the time you are assigned to leave the bus compound until you arrive back at the end of your assigned route. This is for the a.m. and the p.m. routes.

Mid-day routes will be established at a minimum of one (1) hour a.m. and one (1) hour p.m.

Bus drivers will be given thirty (30) minutes beyond their established route time for pre-tripping their bus; fueling, sweeping and cleaning and washing their bus, and paperwork.

Section 2

The thirty (30) minutes of compensation paid to the drivers daily shall include compensation for the bus Driver's paperwork and recordkeeping requirements. Drivers shall be paid an additional .2 (point two) of an hour (12 min.) for pre-tripping a different bus than their own when driving a route, providing the driver is not in pay status when this occurs.

Section 3

If, after the start of the school year, a driver's route requires more time than the assigned time on the route, as verified by the Transportation Supervisor, the driver's pay will be adjusted to reflect the increase. If a driver's route increases by more than thirty (30) minutes after the start of the school year, the

Administration shall engage in a limited bidding procedure which shall allow for seniority bumping rights.

If, after the start of the school year, the Transportation Supervisor reduces a driver's route by less than thirty (30) minutes, the driver shall continue to receive the assigned amount of compensation.

If, prior to the start of school or after the start of the school year, the Transportation Supervisor reduces the driver's route by more than thirty (30) minutes, the employer shall have the option of continuing the amount of compensation or require the driver to bump a less senior driver. A driver may choose to continue with the route with the reduction in pay. The driver that was bumped shall have the right to bump a less senior driver, and bumping shall occur until all available routes are filled.

A driver who transfers to a different route during the school year shall have five (5) work days to evaluate the driver's desire to remain on the route. A Driver, after completion of five (5) work days in the new route, shall either provide written notice of his/her desire to return to their original route or will become permanently assigned to the new route position.

Section 4

The Transportation Supervisor or Administrative designee shall be the one to verify any route change times.

Section 5 – Late Start Days

Scheduled late start days will receive monetary compensation at their regular rate of pay for times beyond established route times. However, drivers may be required to report to work and directed to perform driver related duties. If drivers are required to report, then all must report.

Section 6

Drivers will be compensated at their regular rate of pay for a minimum of four (4) hours plus thirty (30) minutes pre-trip on a scheduled work day when any of the schools to which they would be regularly assigned are not in session. This will not apply to drivers whose regular routes are less than four (4) hours per day. Drivers with less than four (4) hours scheduled per day will receive their regular rate of pay. If for any reason a driver would not be needed because of an a.m. or p.m. Kindergarten field trip/extracurricular trip, that driver shall not experience a loss of pay, but may be utilized to fill in for absent drivers. Kindergarten drivers will not be given first choice on Kindergarten field trips/extracurricular trips, these trips will be filled in regular rotation.

A driver may be required to remain at work for a minimum of four (4) hours on days when the driver receives compensation under this section.

Employees with a past history of not driving non-district scheduled routes when Little Miami Schools are not in session may be disciplined in accordance with Article 7 for non-performance of duties.

Section 7

Standby Driver defined: A Standby Driver is an unassigned bus driver whose primary duty is to drive. This driver fills in for other drivers who are not present. A Standby Driver position is considered similar to a route, in that the position itself will be bid upon and awarded like that of a route vacancy.

Section 8

A Van Driver position shall be considered as a separate classification. The Van Driver shall be paid at the Custodial rate of pay (same schedule/Van Drivers). Van driving positions shall be posted and bid on by qualifications and seniority. For the purpose of layoff and recall, a Bus Driver will be able to displace (bump) a Van Driver. A Van Driver cannot bump into the Bus Driver classification – a Van Driver may exercise any other right under Article 13 – Layoff/Recall. If a van is used for an extra-curricular trip/Field Trip, the guidelines of Article 18 shall apply.

ARTICLE 20 EMPLOYEE USE OF VEHICLE

Employees requested to run errands for the Board of Education will either be supplied with a vehicle or paid mileage at the current I.R.S. rate. Employees driving less than one mile per day shall be paid annually.

ARTICLE 21 PROMOTIONS AND TRANSFERS

Section 1

When the Employer determines a vacancy exists, which is defined as a new position or a current position vacated by a transfer, retirement, death, resignation, non-renewal or termination of an employee which the board decides to fill, the bidding procedures as described herein shall apply to give incumbent employees first consideration when filling said vacancies.

Section 2

When a vacancy has been determined to exist in the bargaining unit, as defined above, the Employer shall post a notice within ten (10) days of the vacancy occurring indicating the opening. The President of Local 516 shall receive a copy of postings. The posted vacancy shall describe the shift, hours and location of the vacancy and how to obtain that position's job description and any additional information for the vacant position. The position vacancy shall remain posted for a period of seven (7) calendar days of the Board shall notify each employee at least seven (7) days prior to the close of the posting. Employees seeking the vacancy will submit written notification of their desire to the person indicated on the posting, not later than the ending of the posting period of the vacancy. All vacancies will be filled within 40 days of the vacancy occurring.

Established jobs won't split from one to two or more positions. If a vacancy is not filled within the classification, the employer may advertise outside the classification.

Section 3

In considering an individual for an established vacancy or lateral transfer, the employer shall consider the candidate with the best quality and the most seniority. In addition, an employee may not request a transfer until the probationary period has been served.

Employees will be allowed to hold positions in more than one classification as long as their total regularly scheduled weekly hours will not exceed forty (40). Employees will not be allowed to bid on jobs that would put them into overtime. If a position is increased in hours putting the employee into overtime, they will be required to give up one of their positions. At this time, the employee may exercise their rights under Article 13 of this Agreement.

Section 4

Employees presently holding a position in a similar classification as that posted will be permitted to bid on same for lateral transfer. The senior employee within the classification bidding on the position will be awarded that position if most qualified.

If a position is not filled within the classification, an applicant who applies for the position and who is most qualified for the position as determined by skills, aptitude, education, experience, physical fitness, training, efficiency, and performance shall be awarded the position. Seniority shall be the determining factor in filling the vacancy when the before-mentioned factors are relatively equal in the opinion of the employer. In any event, the employer shall always select the most qualified candidate. Any current employee of the Board bidding

for a vacancy in which the employee is qualified shall be entitled to a second interview.

Section 5

An employee changing positions within a classification shall remain at his/her current step on the pay schedule for that classification. A person moving outside his or her classification shall begin at step 0 unless placed by the employer at a step no higher than step 5 of the respective pay scale.

Section 6

The employer may create new classifications or positions within classifications. However, it is agreed that the pay scale for any new classification will be negotiated between the Board of Education and OAPSE Local 516.

If the superintendent feels that it is in the best interest of the district, he may designate within a classification a "head" or "chief" position. This position shall be designated solely on merit. Although seniority will be considered, it shall not be the determining factor.

Section 7

The employer has the right to employ temporary assistance through all classifications based upon qualifications regardless of seniority. The Board of Education is not bound by the terms of this agreement as employers of temporary employees who are members of the bargaining unit. However, the employer agrees to make every effort to offer this temporary work to existing bargaining unit members throughout all classifications before hiring from outside the system.

Section 8

When a position is increased in time to a level in which full-time benefits become available, the position will be reposted in accordance with the provisions of the collective bargaining agreement.

Section 9

Anniversary dates for the purpose of movement on the salary schedule and for determining vacations shall be as follows:

- A. Effective July 1, 2004, the anniversary date for all current employees will be July 1st annually.

- B. Effective September 1, 2004, all new hires hired after January 1st in any given year shall have their anniversary date on July 1st of the following calendar year.

Section 10

For the purpose of Promotions and Transfers, the positions of Secretary I, Secretary II, and Secretary III shall be considered separate classifications. For Example, in the event a Secretary II desires to bid on a Secretary III position, the employee holding the Secretary II position will be considered to hold a "separate classification" as set forth in Section 4 of this Article. Therefore, the most senior employee who applies for the position, and is the most qualified for the position, as determined by the Superintendent or his/her designee, shall be awarded the position. Those secretaries bidding on postings in their same classification shall receive the position based upon seniority in that classification (i.e., Class III to Class III, most senior to be awarded position).

Special education aide positions shall not be subject to the requirements set forth in Section 4 of this Article. Vacancies in special education aide positions shall be filled based on the needs of the District and the student(s). Decisions on filing these vacancies shall not be arbitrary or capricious.

ARTICLE 22 LABOR MANAGEMENT MEETINGS

Section 1

The Employer agrees that no more than two (2) non-employee representatives of the Association shall be admitted to the Employer's premises during working hours. Any Association representative visiting a school building shall check through the office in said building upon their entrance thereto. Such visitations shall be for the purpose of fulfilling those duties of such representatives authorized by the grievance procedure of Article V. The Association agrees that such activities shall not interfere with the normal duties of the employees. The employer reserves the right to designate a meeting place where operational requirements do not permit unlimited access to the work location. Every effort will be made to schedule such visitation during working hours.

Section 2

Quarterly, unless more often upon mutual agreement, at a mutually agreed upon time and place, the Superintendent and/or his designated representatives will meet with local Association representatives (not to exceed five (5) employee representatives) and duly accredited non-employee representatives (not to exceed two (2) non-employee representatives). Such meetings shall be held

only upon personal receipt by the Superintendent or the top Association local employee representative, at least seven (7) calendar days in advance, of a request from the other party for such a meeting.

The purpose of such meeting shall be to:

- a) Discuss the administration of this Agreement.
- b) Discuss the grievances which have not been processed beyond the two initial steps of the grievance procedure, when such discussions are mutually agreed to by the parties; such discussion will be terminated upon either party's request.

Section 3

Duly elected Association delegates or alternates to the annual conventions of the Association or duly elected State Executive Board members who are in the bargaining unit, shall be granted time off with pay for the purpose of participating in such conventions and scheduled Executive Board meetings, but such time off shall not exceed three (3) working days for each above-mentioned function. Not more than one (1) employee per classification shall be permitted time off for the purpose of this section. The president and any employee from any classification upon proper notification will be released.

The Association shall give the Employer at least fifteen (15) calendar days' advance written notice of the employees who will be attending such conventions and meetings as herein provided. A maximum of six (6) days per year total for all employees shall be granted for the purpose stated herein.

Section 4

All new hires shall receive a copy of the Collective Bargaining Agreement during their initial orientation.

ARTICLE 23 APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES

Section 1

Work rules as defined in this Section shall be those written policies, procedures, and directive which regulate conduct of employees in the performance of the Employer's services and programs. The Association and its members waive none of their rights to challenge the reasonableness and/or interpretation of any work rules and do not necessarily admit knowledge of any unwritten work rules as defined herein.

The Association will be supplied with the current Board Policy and updated as policies are adjusted. The 516 President will receive copies of all Board agendas, minutes, and attachments.

The employer reserves the right to develop new or to modify existing job descriptions. When doing so, the employer or its designee will consult with those employees directly impacted by the change. Copies of new or modified job descriptions will be given to those employees affected by the change.

Section 2

The Association recognizes that the Employer, in order to carry out its statutory mandates and goals, has the unilateral right to promulgate reasonable work rules.

It is specifically agreed that the Board also has all management rights set forth in Section 4117.08 of the Ohio Revised Code.

- A. Determine matters of inherent managerial policy as provided in the Ohio Revised Code which include, but are not limited to, areas of discretion of policy as functions and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the school district organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of Board operations;
- D. Determine the overall methods, process, means and personnel by which School District operations are to be conducted;
- E. Discipline, non-renew, demote, terminate for just cause, layoff, recall, transfer, assign, schedule, promote or retain employees';
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the School District;
- H. Effectively manage the work force in all aspects;
- I. Take action to carry out the mission of the School District;
- J. Make the rules and regulations by which the students and employees of the Board will be governed.

The exercise of the rights and responsibilities of the Board are set forth herein, the adoption of policies, rules and regulations and practices and the use of

judgment and discretion in connection with the implementation of these rights shall be limited only by the specific and express terms of this contract.

The Board and the Union agree that the Board shall not be entitled to exercise any management rights which are in conflict with or alter and/or modify an existing provision of this Agreement. The Board shall have the right to implement any management rights not specifically addressed in the Collective Bargaining Agreement provided the Board engages in good faith negotiations over the decision and effects of the implementation of a decision which concerns wages, hours, and other terms and conditions of employment.

Negotiations shall commence and be completed within twenty (20) working days, or within the time frame mutually agreed to by the parties, after the Board's request to the Union to engage in good faith negotiations. Additionally, the negotiation's teams shall consist of four (4) individuals and the OAPSE Field Representative and the Parties' consultant.

In the event an agreement cannot be reached between the Board and the Union regarding the issue, the Board may implement its decision. However, the Union may, at its discretion, proceed to binding arbitration in accordance with Article 6 to appeal the Board's exercise of its decision. In the event an Arbitrator should find that the Board's implementation failed to follow the process set forth in this provision, is inconsistent with Article 23, Section 2, or is arbitrary, capricious, unreasonable, discriminating, or retaliatory, the arbitrator may find for the Union and return the parties to the status quo that existed prior to the Board's implementation; with all other appropriate remedies.

Section 3

The parties recognize that it is the philosophy of the Employer that, to the extent possible, employees will be put on notice of the conduct expected of them by the Employer and by their fellow workers. The parties further understand that it is in the interest of the Employer to protect the right and well being of all employees of the Employer, while not unduly restricting the individual rights of any employee. Therefore, the Employer will continue to promulgate certain work rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee's right to be treated with dignity and respect while effectively carrying out the Employer's programs.

Section 4

The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every member at each facility shall have access to them for the duration of this Agreement. Should any work rules conflict with law or with specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict, unless mutual agreement is reached.

Section 5

It is the Employer's intention that work rules, policies and directives are to be interpreted and applied uniformly to all employees under similar circumstances.

ARTICLE 24 BREAK TIME

Section 1

Eight hour employees shall be entitled to a half hour (1/2) lunch period.

If an eight (8) hour employee is required by the building administrator (Principal or Assistant Principal) to give up his/her lunch period due to conditions in the building which mandate that this take place, he/she will be given either: (a) a duty-free thirty (30) minute break during the day; or (b) an additional thirty (30) minutes of pay for the day, as determined by the building administrator.

Section 2

Eight (8) hour employees shall be given a fifteen (15) minute break during the first four (4) hours of work and fifteen (15) minute break during the second four (4) hours of work.

Section 3

Employees who work between five (5) and eight (8) consecutive hours daily shall be given two (2) fifteen (15) minute breaks each day, or one thirty (30) minute break (lunch period) daily.

Section 4

Employees who work between four (4) and five (5) consecutive hours daily shall be given one (1) fifteen (15) minute break per day.

Section 5

Employees who work less than four (4) hours daily shall not be entitled to a break time.

Section 6

Bus drivers shall not be entitled to break time as defined in this section.

Section 7

All lunch and break time as outlined in this section must be arranged at the mutual convenience of the employee and supervisor.

**ARTICLE 25
EXCUSED ABSENCES WITHOUT PAY**

Section 1

Under extenuating circumstances and with the prior approval of the Superintendent, employees may request up to two (2) consecutive working days of excused absence without pay.

Section 2

Such absences may not occur more frequently than one (1) time in any twelve (12) month period.

Section 3

Approval of such absences must be obtained at least four (4) weeks in advance of the requested absence, by the Superintendent.

**ARTICLE 26
CALL-IN REPORTING PAY**

Section 1 – Call-in Pay

Any employee who accepts a request by his/her appropriate supervisor to work or attend a meeting during hours outside their regularly scheduled straight time hours on the day in question, which hours will not abut their regularly scheduled shift hours on that day, will receive a minimum of two (2) hours pay at the applicable hourly rate.

Section 2 – Meeting Pay

Employees must indicate on weekly time sheets whether the meeting time is an extension of the regular work day or whether a time gap existed between the regular work day and the meeting time.

Employees attending meetings when such meetings occur at a time or place when the employee is not rescheduled for his or her regular work will be compensated at the regular rate of hourly pay.

**ARTICLE 27
BUILDING REPRESENTATIVES**

Local building representatives will be designated by the Association. The representatives will be determined in the following manner:

- a) At any school – a minimum of one (1) building representative per shift shall be designated. The Association shall notify the Employer in writing of the names of the representatives and their respective jurisdictional areas within five (5) calendar days of any such designation.

- b) Transportation employees – a minimum of two (2) building representatives will be designated. The Association shall notify the Employer in writing of the names of the building representatives and their respective jurisdictional areas within five (5) calendar days of any such designation.

**ARTICLE 28
PAY SCHEDULES**

Section 1

It is agreed that, during the life of this agreement, employees working second shift shall be paid twenty-five cents (\$.25) per hour additional wages for those regularly scheduled and employees working third shift will be paid thirty-five cents (\$.35) per hour additional wages for those regularly scheduled.

Shift differential pay shall be paid only when the employee actually works the shift regularly assigned on or is on sick leave or personal leave. It shall not be paid when the employee is vacation or extended shift change.

Base hourly rates of pay for all classifications shall be increased by:
Zero percent for the 2012/2013 year. (The 2013/2014 year shall be subject to a contract reopener on wages and insurance benefits.) The salary schedule is set forth in Exhibit A to this Agreement.

Effective July 1, 2012, secretaries shall receive stretch pay during each contract year.

Section 2

If an employee performs work in another classification or position, the employee will receive their rate of pay or that rate of pay in the classification or position, at their applicable step, whichever rate is higher.

Section 3 – Placement on the Salary Schedule

The superintendent may, in the exercise of his sole discretion, grant up to five (5) full years of service credit for salary placement purposes to any new employee based on the prior work experience of such employee performing the same or similar type of work as such employee will be performing in the Little Miami Schools.

Section 4

There shall be a one thousand dollar (\$1,000.00) stipend paid to employees not receiving salary steps. This stipend shall be payable no later than September 30th.

In addition to the above one thousand dollar (\$1,000.00) stipend, kitchen managers shall also be eligible for a stipend each year as follows:

Kitchen manager at Butlerville	\$450.00 stipend
Kitchen manager at Maineville	\$750.00 stipend
All other kitchen managers	\$1,000.00 stipend

Kitchen manager stipends shall be paid to the employee in a lump sum at the last pay period of the contract year.

**ARTICLE 29
BENEFITS**

Section 1 – Life Insurance

All employees who are part of the bargaining unit shall be provided life insurance coverage in the amount of \$50,000; the premiums for which shall be fully paid by the Board of Education.

Section 2 – Hospital/Health Insurance

The Board of Education shall provide hospital/health insurance coverage through Anthem. This shall not preclude the Board of Education from seeking other vendors for insurances or developing or entering into a self-funded health insurance program offering equal or better benefits.

The Board of Education shall contribute ^{ninety} one hundred percent (~~100%~~ ^{90%}) towards the premium of the plan as follows:

For employees who work more than three and one-half (3 ½) hours per day:
HSA/HDHP

Family: \$3000 - Board will pay 90% of the premium and make a \$2000 yearly contribution; \$1000 January 1 and \$1000 July 1 each year.

Single: \$1500 - Board will pay 90% of the premium and make a \$1,100 yearly contribution; \$550 January 1 and \$550 July 1 each year.

For employees who work three and one-half (3 ½) hours or less per day:
HSA/HDHP

The Board will pay 50% for single or family coverage for employees who work three and one-half hours per day or less, the employee will pay 50% of the premium and the Board will fund the HSA/HDHP at 50%.

A Hardship Fund for those employees that may need assistance paying medical bills will be provided by the Board.

Employees' share of the monthly premium shall be deducted from their appropriate number of pays to cover 12 months of coverage.

Section 3 – Dental Insurance

The Board of Education shall pay 95% of the current dental insurance plan premium for employees who work more than three and one-half hours per day.

The Board of Education shall pay 50% of the current dental insurance plan premium for employees who work three and one-half hours or less per day.

Section 4 – Vision Insurance

Effective October 1, 2004, the employer shall contribute \$16.25 per month to the plan for each employee who is covered by this agreement for the purpose of providing the "Vision III" benefit offered by the AFSCME Care Plan. The employee will be responsible for 50% of this cost, per month, should the employee elect this Vision III coverage.

Section 5 – Children of School Employees

- A. Employees who are not residents of the Little Miami Local School District who wish their children to attend the Little Miami Schools shall upon written request to the Superintendent of Schools, prior to August 1 of any year, be permitted to enroll their children in the Little Miami School District without the payment of tuition. Permission to enroll students pursuant to this section shall be contingent upon stated capacity limits by grade level, school building, and educational programs.
- B. After the conclusion of the 2000-01 school year, this provision will expire and any employee who does not already have a child

enrolled in the schools or has not had a child enrolled in the Little Miami Schools, shall not be entitled to this right.

However, any employee who is not a resident of the Little Miami Local School District who either has child(ren) enrolled in school or has a child(ren) enrolled in the Little Miami Local District pursuant to this article, shall be provided the ability to allow or continue to allow his/her children to attend Little Miami Schools in accordance with section A above. Said employee is said to be "Grandfathered."

Section 6 – CDL License

Drivers shall be reimbursed 100% of the cost of the renewal of the Commercial Drivers License. Upon renewal, the driver will present the license and receipt of payment. The driver will then be reimbursed. All bus drivers will be paid for all hours worked for recertification.

ARTICLE 30 ASSOCIATION MATERIALS

All Association related materials intended for distribution or display in any property under the management of the Board of Education must be approved and signed by an appropriate Association official before posting or distribution. Additionally, copies of said materials shall be submitted to the building principal or supervisor, whichever is appropriate, prior to posting or distribution.

ARTICLE 31 VIDEO CAMERAS

Drivers will be allowed to view the tapes to identify students responsible for disruptive behavior. Equipment to do this is available at the garage.

The video cameras and tapes are intended for and will not be used to monitor and/or evaluate the job performance of drivers or aides, however, video cameras and tapes may be utilized as evidence by the employer in disciplinary proceedings.

A driver has the right to view the tape with a Union representative in the event a tape is being utilized as evidence against a driver for discipline purposes.

**ARTICLE 32
FIRST AID COURSE**

All bus drivers shall obtain a certificate as to completion of "Red Cross First Aid Course" within a one year period. Local Board of Education will arrange the class at no cost to the bus driver. Such class will be held outside of assigned work hours.

**ARTICLE 33
HOLIDAYS**

Section 1

The following days shall be recognized as paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day following Thanksgiving Day, Christmas Day if they fall within the employee's work year.

Section 2

Holidays falling on a Saturday shall be celebrated on the preceding Friday, and holidays falling on a Sunday shall be celebrated on the following Monday.

Section 3

Employees shall be paid for nine (9) holidays if they fall within the employees work schedule. To be paid for the holiday, the employee must work the entire last regularly scheduled work day before the holiday and the entire first regularly scheduled work day after the holiday. The superintendent may authorize the payment of holiday pay to an employee who has been hospitalized or qualifies for any other deserving exemption. If an employee is hurt at work and is on sick leave as per a doctor's excuse, the employee will be paid for the holiday. If an employee requests, and is granted a day without pay for the day before or after a holiday, that employee will not be eligible for holiday pay.

Section 4

When Christmas Eve and New Year's Eve fall on a regularly scheduled work day for twelve month employees, those employees will be required to work for a four hour period. This four hour period will be scheduled by the superintendent. The additional four hours that make up the eight hour day will be granted as time off by the superintendent provided sufficient progress is made on work projects established by the employee's immediate supervisor.

**ARTICLE 34
VACATIONS**

Section 1

Only twelve (12) month employees shall receive vacation leave. Vacation leave shall be based on the following schedule:

<u>YEARS OF SERVICE</u>	<u># OF WEEKS PER YEAR</u>
After One Year	Two Weeks
After Eight Years	Three Weeks
After Seventeen Years	Four Weeks
After Twenty-Four Years	Five Weeks

- A. Members may carry over up to five (5) days vacation from one period to another.
- B. Members may use or be compensated for leave accrued in the year of retirement earned after their anniversary date of hire.

Section 2

Vacation pay shall be paid at the employee's regular straight time rate, exclusive of all premiums and differential pay. All employees' Anniversary date for the purpose of this article shall be July 1 of each year.

Section 3

Twelve month employees may take vacation at Easter and Christmas Break with thirty (30) days advanced request. No more than one person per classification per building may take vacation at these times. The most senior employee will have the option first. OAPSE Local 516 will keep a rotation list of vacations used at these times and a copy of the list will be provided to the superintendent or designee.

Section 4

Good Friday may be granted as a day without pay within seven (7) days prior notice.

**ARTICLE 35
SERS CONTRIBUTION**

Section 1

The Little Miami board of Education agrees to pick up the retirement contribution required to be made by classified employees to the School Employee's Retirement System and that such amount contributed by the Board on behalf of these employees shall be treated as a mandatory salary/wage reduction from the contract salary/wage otherwise payable to the employees.

**ARTICLE 36
LENGTH OF AGREEMENT**

This contract constitutes the entire and complete Agreement between the two parties. All prior contracts and agreements are hereby declared null and void.

The terms of this Agreement shall be for a period of two (2) years, beginning July 1, 2012 and ending on June 30, 2014.

There shall be a reopener on wages and insurance benefits for the 2013/2014 school year.

If through the negotiating process both parties reach impasse, the Federal Mediators Conciliatory Service will be invoked to help both parties.

The duration date set for this section will be amended to coincide with the date set forth in the written notice provided as provided for in Section 4117.14(D) (2), Revised Code. Only those items which are at issue will be matters of discussion to resolve any work stoppage which might take place.

Any successor agreement reached after impasse procedures have been completed shall consist of all previously negotiated language which was not subject to the provisions of this section.

**AGREEMENT BETWEEN
THE LITTLE MIAMI LOCAL SCHOOL BOARD OF EDUCATION**

AND

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
AND ITS LOCAL 516**

July 1, 2012 through June 30, 2014

FOR THE BOARD OF EDUCATION

FOR OAPSE LOCAL 516

Board President

President, OAPSE Local 516

Treasurer

Negotiating Team Member

Superintendent

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Field Representative

Exhibit A
LITTLE MIAMI LOCAL SCHOOL DISTRICT
CLASSIFIED EMPLOYEES' HOURLY RATE SCHEDULES
JULY 1, 2012 THROUGH JUNE 30, 2014

	INDEX =>	1.00	1.03	1.07	1.13	1.19	1.22	1.25	1.28
	STEPS =>	0	1	2	3	4	6	8	13
Class I Secretaries	0.020	13.45	13.85	14.39	15.20	16.01	16.41	16.81	17.22
Class II Secretaries		13.95	14.37	14.93	15.76	16.60	17.02	17.44	17.86
Class III Secretaries		14.45	14.88	15.46	16.33	17.20	17.63	18.06	18.50
Transportation Dispatch/Clerk		13.95	14.37	14.93	15.76	16.60	17.02	17.44	17.86
Athletic Dept Clerk		13.95	14.37	14.93	15.76	16.60	17.02	17.44	17.86
Facility Planner		14.45	14.88	15.46	16.33	17.20	17.63	18.06	18.50
Bus Aides		12.47	12.84	13.34	14.09	14.84	15.21	15.59	15.96
Library Aides		12.42	12.79	13.29	14.03	14.78	15.15	15.53	15.90
Special Ed Aides		12.47	12.84	13.34	14.09	14.84	15.21	15.59	15.96
Teacher Aides		11.64	11.99	12.45	13.15	13.85	14.20	14.55	14.90
Technology Aides		12.03	12.39	12.87	13.59	14.32	14.68	15.04	15.40
Nurses Aides		12.03	12.39	12.87	13.59	14.32	14.68	15.04	15.40
Interpreter		17.87	18.41	19.12	20.19	21.27	21.80	22.34	22.87

Maintenance	15.15	15.60	16.21	17.12	18.03	18.48	18.94	19.39
* Mechanic	15.79	16.26	16.90	17.84	18.79	19.26	19.74	20.21
Mechanic's Assistant	12.79	13.17	13.69	14.45	15.22	15.60	15.99	16.37
Bus Drivers/Trainers	15.82	16.29	16.93	17.88	18.83	19.30	19.78	20.25
Van Driver	13.42	13.82	14.36	15.16	15.97	16.37	16.78	17.18
Pony Driver	12.47	12.84	13.34	14.09	14.84	15.21	15.59	15.96
** Custodians	13.42	13.82	14.36	15.16	15.97	16.37	16.78	17.18
Groundskeeper	14.99	15.44	16.04	16.94	17.84	18.29	18.74	19.19
Kitchen Manager	12.13	12.49	12.98	13.71	14.43	14.80	15.16	15.53
Regular Cook	11.64	11.99	12.45	13.15	13.85	14.20	14.55	14.90

* Head Mechanic - Add
\$1.00

** Custodian 2nd Shift
Differential - \$0.25

** Custodian 3rd Shift
Differential - \$0.35

Little Miami Local Schools

Principal/Human Resource
Pamela M. Coates

8276 St. Rt. 132
Blanchester, OH 45107
(513) 899-5200

December 5, 2012

Dear Sir or Madam:

Please accept my apologies on behalf of our district for the lateness of this information. I am not sure who has traditionally received this form and sent you the required information. When our superintendent realized that it hadn't been sent, he contacted me on Dec. 4th and asked that I send you whatever you needed.

Attached is everything except the LMTA contract that was completed for this school year. We are waiting for the final draft from our lawyer and the LMTA. I will send that to you as soon as I receive it.

Sincerely,



Pamela M. Coates
Principal/Human Resource Director

STATE EMPLOYMENT
RELATIONS BOARD

2012 DEC 10 P 3:02