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STATE EMPLOYMENT  
RELATIONS BOARD

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K#27465

**MASTER AGREEMENT**

**BETWEEN**

**THE COVINGTON EXEMPTED  
VILLAGE SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND THE**

**OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES, AFSCME  
LOCAL 4/AFL-CIO**

**LOCAL #532**

**May 18, 2011 through June 30, 2013**

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## **PREAMBLE**

It is the purpose of this document to establish and describe a working relationship between the Covington Exempted Village School District Board of Education, hereinafter the "Board," and OAPSE/AFSCME Local 4/AFL/CIO/Local #532 hereinafter the "Association," the exclusive representative of the classified staff.

## **ARTICLE I – RECOGNITION**

### **1-1 RECOGNITION**

The Board recognizes the Association as the sole and exclusive negotiating agent through which the classified staff negotiates matters relating to salary, fringe benefits, and terms of employment.

The classified staff includes aides, bus drivers, custodians, maintenance, secretaries/clerical, and cafeteria employees, including cashiers, employed on a full-time, part-time or hourly basis by the Board. Excluded from recognition are all managerial, supervisory, confidential and substitute employees, latch key personnel, and the Assistant to the Treasurer.

It also recognizes that the individual staff member retains his/her right to express views through the proper chain of command (immediate supervisor, principal (where applicable), superintendent, board of education).

## **ARTICLE II – ASSOCIATION RIGHTS**

### **2-1 DUES DEDUCTIONS**

The Board agrees to deduct the Association dues, State and Local, from the pay of the employees requesting that such deductions be made, on a continuing basis.

Membership in the Association shall be continuing unless membership is canceled by submitting a letter to the Board Treasurer. In this event membership shall cease thirty (30) days after submitting the letter requesting cancellation of membership. Dues deduction authorization cards may be submitted any time and shall be effective within thirty (30) days of submission.

For employees who are under contract for the full school year dues shall be deducted from nineteen (19) consecutive pays beginning with the last pay in September. The first installment shall be for local dues in the amount of \$4.50 and be sent directly to the local treasurer. The second (2nd) through the nineteenth (19th) shall be state dues and shall be submitted to the State Treasurer monthly with a list of the employees for whom payment is made and the amount deducted. A copy of the list shall be remitted to the local Chapter Treasurer.

Partial school year employee deductions will be calculated and installments will be deducted based on remaining number of pays and submitted to the State Treasurer accordingly.

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

Fees shall be deducted in eighteen (18) approximately equal installments from the employee's paychecks, beginning with the first pay in October, for employees under contract a full school year.

The dues of an employee who does not work a full work year shall be prorated accordingly and any balance of dues owed shall be deducted from the employee's last paycheck to the extent funds are available in that check or spread over the remaining pays, as may be the case.

The Board agrees to promptly remit such monies to the State Association Treasurer along with an alphabetical list of employees for whom such deductions have been made and any changes that may have occurred since the previous list.

The Board agrees to deduct from the wages of any employee who is a member of the Association a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in written authorization. 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 the provision monthly to the OAPSE State Treasurer together with the 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.

The Board agrees not to honor any dues deduction authorization executed in favor of any other labor organizations.

The Association agrees to defend and indemnify the Board, its officers and employees, and individual Board Members against all claims, demands or causes of action based upon the deduction of dues under this Article.

## **2-2 FAIR SHARE FEES**

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 amount 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.

The Association represents to the Employer that an internal rebate procedure has been established and is in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

Any member of this bargaining unit who is a member of and adheres to the established and traditional teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the Internal Revenue Code shall be required in lieu of the fair share fee provided in this Agreement to pay an amount of money equal to the fair share fee to a non-religious charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code mutually agreed upon by the employee and the Association. The employee shall furnish to the Association written receipts evidencing such payment and failure to make the payment or furnish the receipts shall subject the employee to the same sanctions as would non-payment of dues under the Collective Bargaining Agreement.

### 2-3 OAPSE LEAVE

The Board shall authorize a pool of up to three (3) days with pay per fiscal year for use by members of the bargaining units who are elected to represent the Union or who are chosen to represent the Union in any official capacity for Union business. Such leaves will be granted upon written application from the president of the Local Union made not less than five (5) work days in advance to the Superintendent. The parties recognize that jeopardy to the orderly and efficient operation of the school system due to employee absence for other reasons such as illness, personal leave and/or vacation, may result in leave under the provision being denied. Leave requested from this pool of days to attend the OAPSE annual convention and district meeting shall be granted.

Additionally, if requested by the President of the Local Union, employees may be granted leave with pay for Union business provided the Union reimburses the Board for employees' wages and such absence does not interfere with the efficient operation of any department or working unit. Such request must be submitted in writing no less than five (5) workdays in advance to the Superintendent. It is anticipated by the parties that these requests would generally be reserved for special circumstance.

## ARTICLE III -- NEGOTIATIONS

### 3-1 REQUESTS FOR NEGOTIATIONS

If either party wishes to terminate, modify or negotiate a successor agreement, it must serve written notice of that intention upon the other party not more than 90 days nor less than 60 days prior to the expiration of this agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor agreement. The parties may mutually agree to begin bargaining earlier. At the first session the moving party shall submit its proposals, and the responding party shall present its proposals and/or counterproposals at the next meeting. Thereafter, additional items may be added only with the approval of the other party. However, by consent of both parties the rules and regulations governing the submission of proposals may be waived. It is the preference of both parties to engage in interest-based bargaining.

### 3-2 NEGOTIATING TEAMS

Each negotiating team shall consist of no more than five (5) persons including consultants. All negotiations shall be conducted exclusively between said teams. The teams may call upon professional and/or lay consultants to participate or assist in negotiations.

### 3-3 NEGOTIATING MEETINGS

1. Time and date of negotiation meetings shall be mutually agreed upon and until negotiations are concluded, either party may require at each meeting a decision on the date and time of a subsequent meeting.
2. When unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible, and both sides shall thereupon agree to the time for the next negotiating meeting, unless both parties agree to continue to meet in the absence of the chief negotiator.
3. Either party may recess for caucuses of reasonable length at any time.
4. During periods of caucus, either party may consult with professional and lay persons (consultants) to consider and make suggestions concerning matters under discussion. In this informal atmosphere, either party may invite the other to listen and participate in the discussion. The expense of such consultant shall be borne by the party requesting them at the caucus meeting.
5. All meetings will be conducted in closed session.
6. All meetings shall be held in good faith.

7. Negotiations shall continue until at least 45 days prior to the expiration of the Agreement before either party may declare an impasse. In the event an impasse is declared, the parties shall obtain a Federal Mediator from the Federal Mediation and Conciliation Service. The assigned commissioner shall have full authority to set and conduct meetings between the two parties, but shall not have the authority to bind either of the parties to an agreement.

This mediation procedure described herein shall supersede the procedures described in 4117.14 and shall be deemed an exclusive alternate dispute resolution process between the two parties during negotiations.

8. Additional meetings can be held at any time, upon the mutual agreement of both parties.

### **3-4 AD HOC COMMITTEES**

The parties may appoint ad hoc, joint committees chosen from the regular negotiation team members, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties within the time limit specified by the parties when they set up the committee.

### **3-5 TENTATIVE AGREEMENT**

Negotiation items shall be reduced to writing and initialed by representatives of each party, but such initialing shall not be construed as final agreement and either party may revise an initial agreement until all items have been agreed to by the respective negotiating teams.

### **3-6 RATIFICATION**

If consensus is reached on those matters being negotiated, the understanding of the negotiating parties shall be reduced to writing and submitted to the membership of the Association for ratification. If ratified, said written memorandum of understanding between the parties shall then be submitted to the Board of Education for its approval. If approved, in accordance with the provisions of this section, the Agreement shall be signed by both parties and shall become part of the official minutes of the Board, upon formal resolution by the Board of Education.

This Agreement shall not discriminate against any member of the staff regardless of membership or non-membership in the Association.

## ARTICLE IV -- GRIEVANCE PROCEDURE

### 4-1 DEFINITION

- A. Grievance - A claim by an employee, by a group of employees, or by the Association of an alleged violation, a misapplication or misinterpretation of this Agreement. The term "grievance" shall not apply to any matter for which (1) the method of review is prescribed by law, or (2) the Board of Education is without authority to act.
- B. Employee - Any person covered hereunder and employed by the Board to perform services, either full or part-time.
- C. Grievant - The employee or employees filing the grievance.
- D. Days - Days exclusive of Saturday, Sunday, or official holiday.
- E. Immediate Administrator - That employee possessing that degree of administrative authority next in rank above the grievant.
- F. Parties of Interest - Any person or group of persons involved in the processing of the grievance.

### 4-2 GENERAL PROVISIONS

- 1. A grievant, and his/her immediate supervisor, must appear on his/her own behalf and may be represented at any and all levels of the Grievance procedure.
- 2. No reprisals of any kind shall be taken by any participant in the grievance procedure by reason of such participation.
- 3. All decisions rendered at all levels of the procedure shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest.
- 4. Forms for filing grievances shall be made available upon request so as to facilitate operation of the procedure.
- 5. All meetings and hearings shall be conducted in private.
- 6. Grievances should be processed in a manner which does not interfere with the normal operation of the schools.

#### **4-3 TIME LIMITS**

1. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by agreement of the parties to this contract.
2. If an employee does not file a grievance in writing within twenty (20) days after he/she knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure to communicate, at any step of these procedures, the decision of a grievance within the specified time limits shall permit the grievant to proceed to the next step.
5. All notices of hearings and dispositions of grievances shall be dated and hand delivered to the grievant.
6. In the event a grievance is filed after May 15 of a school year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.

#### **4-4 PROCEDURE**

##### **Step I**

The Grievant shall initiate one or a series of informal, unrecorded discussions with his/her immediate supervisor to attempt to resolve the problem informally.

##### **Step II**

The Grievant shall present a formal claim by submitting a completed Grievance Report Form, a copy of which is in the attachments. The Form shall show the date of the occurrence, a statement of the nature of the grievance and the provisions of the contract allegedly violated, and the relief sought. The Form shall be submitted by the grievant to the immediate supervisor and to the Local President. Within ten (10) days of receipt of the Form, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The employee may be represented by the Local President, or the Local President's designee, at the option of the Local President. If the grievance is of a nature that it's resolution affects more than one employee, or out the realm of responsibility of the immediate supervisor the Grievant and/or the Association shall present the Form to the Superintendent, rather than to his/her immediate supervisor.

Within ten (10) days of this meeting, the immediate supervisor, or the Superintendent, shall indicate in writing his/her disposition of the grievance by forwarding his/her written response to the grievant, with copies to all persons in attendance at the Step II meeting.

The immediate supervisor, or the Superintendent shall have the right to be represented at the Step II meeting.

### Step III

If the Association is not satisfied with the disposition of the grievance in Step II, the Grievant shall complete Form, Step III, and submit it to the Superintendent within ten (10) days of the receipt of the disposition at Step II. Within ten (10) days of receipt of the Form, Step III, the Superintendent and, at the Superintendent's option, the Superintendent's designated representative, shall meet with the grievant and the Local President, or the Local President's designee. Within ten (10) days of this meeting, the Superintendent shall indicate in writing the disposition of the grievance and forward it to the grievant, with copies to all persons in attendance at the Step III meeting.

### Step IV

- A. If the grievance is not resolved at Step III, the Union based upon the facts presented has the right to decide whether to arbitrate the grievance. Within ten (10) days from the date of the final answer on a grievance from Step III, the Union shall notify the Employer of its intent to seek arbitration over the unresolved grievance. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be resolved based on the Step III reply.
- B. The Employer and OAPSE shall immediately thereafter select an arbitrator to hear the dispute. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be requested to submit a panel list of ten (10) arbitrators. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. A toss of the coin shall determine who strikes the first name. Each party may twice reject the list and request another list from FMCS. The arbitration hearing shall be conducted in accordance with the rules of FMCS. The arbitrator shall be requested to render a decision and award within thirty (30) days following the hearing or submission of final briefs.
- C. The arbitrator will be notified of his/her selection by a joint letter from the Association and the Superintendent requesting that he/she set a time and place for the hearing, subject to the approval of the representatives of the Association and the Superintendent.

#### 4-5 POWERS OF ARBITRATOR

1. It shall be the function of the Arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due hearing to make a decision.
2. He/she shall have no power or authority to add to, subtract from, disregard or, in any manner, alter this Agreement or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms of this Agreement. No award will be retroactive to a date prior to filing of a grievance.
3. He/she shall have no power to establish salary schedules or change salary schedules or hear grievances on contract non-renewal.
4. He/she shall have no power to decide any question which, under this Agreement, is solely within the responsibility of management to decide. In rendering decisions, an Arbitrator shall give due regard to the responsibility of management, except as they may be conditioned by this Agreement.
5. In the event that a case is appealed to an Arbitrator on which he/she determines he/she has no power to rule, it shall be referred back to the Local President, with a notification to the Superintendent, without decision or recommendation on its merits.
6. There shall be no appeal from an Arbitrator's decision. If it is within the scope of his/her authority as set forth above except as provided under Ohio Arbitration Act. The decision shall be final and binding on employees involved in the grievance and on the Superintendent and Board of Education.
7. Any fees or expenses of the Arbitrator shall be borne by the losing party. Any other expenses resulting from the arbitration shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses, except where it is agreed that the hearing shall occur during a witness's regular hours of employment.

#### ARTICLE V – WORKING STATUS

##### 5-1 JOB BID PROCEDURE

When a job opening exists, that position will be posted five (5) working days in a conspicuous place at the Board Office and in each school building. The building Principal and Association representative will mutually designate the bulletin board to be used.

The job will be awarded to the person with the highest seniority within the classification who applies, provided the individual applying possesses the necessary skills required for that particular job within the classification. In the event two applicants have identical seniority, the job will be awarded to the person with the greatest seniority in the system having the necessary skills and work habits for the job, as defined by the administration. If the Board

determines in good faith that there is no qualified bidder from other classifications, then the Board can fill the position with someone from outside the bargaining unit.

When a classified employee voluntarily changes classification he or she will be placed on the salary step that is closest to the pay they are currently receiving. However, the new pay shall not exceed their present salary and upon entering a new classification their classification seniority will be at 0 experience.

When, by re-assignment by the Superintendent, a classified employee who involuntarily changes classification he/she shall be placed on the salary step of the new classification that is closest to the current pay of the employee. However, if the new rate of pay is less than the current rate of pay, the employee shall continue to receive their old rate of pay without modification until it is exceeded by the rate of pay to which the employee is entitled under the salary schedule in the new classification. Upon entering the new classification an employee who is in-voluntarily transferred shall have classification seniority at 0 experience.

Classification seniority shall be defined as the amount of time employed in a given classification. System seniority shall be defined as the time employed from the original date of hire into the system. In cases of identical system seniority, the order shall be determined by original application date. Classifications for the purpose of this section are as follows:

Aide  
Assistant Cook  
Bus Driver  
Cashier  
Custodial

Head Cook  
Lunchroom Worker  
Maintenance  
Secretarial/Case Manager

Vacancies, which occur after the school year ends, for positions which begin on or before the upcoming school year, will be consider emergencies and notification will be provided to all Classified Employees.

## **5-2 EMPLOYEE DISCIPLINE**

Employees shall not be suspended and/or disciplined without compliance with the progressive discipline procedure set forth below; all discipline must be for "just cause:"

1. 1st offense – oral reprimand which will be noted in the employee's personnel file. After twelve (12) months from the date of the offense, during which time no other disciplinary actions were implemented, the first offense shall not be considered in further disciplinary action.
2. 2nd offense – a written reprimand shall be placed in the employee's personnel file. After twelve (12) months from the date of a written reprimand, during which time no other disciplinary action is implemented, the written reprimand shall not be considered in further disciplinary matters.

3. 3rd offense – suspension without pay, the length of which, i.e., the number of work days, shall be determined by the Superintendent. If no further disciplinary actions are implemented within twenty-four (24) months after a suspension without pay, the suspension without pay shall not be considered in further disciplinary matters.
4. Termination – termination proceedings may be initiated, at any time, if an employee's actions are deemed serious enough for termination.
5. An employee will receive at least three (3) days prior written notice of a disciplinary hearing date, and the notice shall include all charges. The employee will have the right to union representation at any stage of a disciplinary hearing.

Based upon the severity of the situation, disciplinary action may warrant deviation from the procedural order.

### **5-3 WORKDAYS**

All classified employees are considered nine (9) month positions with a minimum of 185 workdays, with the exception of custodians and secretaries.

### **5-4 BREAKS**

All full-time employees shall be permitted a fifteen (15) minute paid break each morning and afternoon of each regular working day. The immediate supervisor and/or building principal, in conjunction with the full-time employee, will determine when the two (2) 15-minute breaks will be taken.

### **5-5 EIGHT-HOUR WORK DAY**

1. All shifts shall work eight (8) hours; exclusive of lunch.
2. An eight (8) hour workday consists of eight (8) hours of work, including two (2) 15-minute paid breaks.

#### **5-5.1 LUNCH BREAKS**

1. All 8-hour employees must take a lunch break as close to mid-range of their shift as possible unless mutually agreed upon between the employee and their building principal.
2. Employees working less than 8 hours, who qualify for lunch, will take their lunch at a time mutually agreed upon between the employee and their building principal.

## **5-6 MILEAGE ALLOWANCE**

Employees required to use private transportation to perform their assigned duties after initially reporting to work will be paid a mileage allowance at the rate allowed by the Internal Revenue Service, by current publication.

## **5-7 UNPAID DAYS**

In any school year in which an employee covered hereunder is scheduled to work more than two hundred sixty (260) days, the days in excess of two hundred sixty (260) shall be unpaid absence days. Any unpaid days must be taken when school is not in session.

## **5-8 CALAMITY DAYS**

Unless excused by the Superintendent, on the first five (5) calamity days a 12-month employee shall report to work for such time as is necessary to operate school the following day. On the sixth (6th) and subsequent calamity day a 12-month employee shall work a regular 8-hour day. In the event that work during calamity days causes an employee to work more than forty (40) hours per week, the employee shall be paid overtime.

When a school day is initially delayed and then cancelled and is within the first five calamity days, essential regularly scheduled classified staff covered by this agreement (head cooks, assistant head cooks, custodians, secretaries and bus drivers if routes were initiated) who report to work shall be paid an additional half-time at the regular rate of pay for up to three hours of actual work. (Example - A custodian who works three (3) hours on a delay day when school eventually closes will receive 1.5 hours pay at his/her regular rate of pay in addition to being paid for the calamity day as long as the calamity day is one of the five allowable calamity days.)

In the event that an essential staff member is requested by the building principal to continue working beyond the three hours or if the head cook needs to be present for a delivery, the staff member will be paid for half of any additional time that is necessary at the regular rate of pay in addition to payment for the calamity day.

If a custodian is required to work an evening athletic event on one of the first five calamity days, the custodian will be paid for half of the time worked at the regular rate of pay in addition to receiving pay for the calamity day.

### **5-8.1 THREE (3) HOUR DELAY**

A three (3) hour delay may be used for fog or road conditions. In the case of road conditions, even if calamity days are not used already, the three (3) hour delay policy will be used.

Any previously approved extra-curricular school activity (ies), field trips, other school sanctioned events or any member approved leave shall be maintained. Employees will not be paid for work performed.

Members who have previously scheduled after school appointments that cannot be changed shall be permitted to attend those appointments using appropriate leaves. Use of sick or dock days due to this provision, will not adversely affect the employees attendance incentive program.

On days where three (3) hour delay has been called, bus drivers shall have the option to choose between their regular route and extra-curricular trips that have been scheduled.

### **5-9 SENIORITY**

- a) System seniority shall be determined by date of hire, classification seniority shall be determined by first date on the job.
- b) Classified personnel who switch classification, i.e., bus driver to custodian, shall not lose previous classification seniority.
- c) Simultaneous seniority may be earned if a classified person works two classified positions concurrently, i.e., a custodian who also drives a bus shall earn a year's seniority in each classification.
- d) Concurrent employment shall count only as one year of system seniority.

### **5-10 DEDUCT DAY**

In the event an employee must be absent for other than those reasons stated in the collective bargaining agreement, the employee may be allowed days without pay, with the consent of the Superintendent.

### **5-11 SCHOOL CALENDAR**

- A. The school calendar shall be in accordance with the work day and work year provisions of this Agreement.
- B. The Association shall recommend a calendar to the Superintendent no later than the last day of December in the current school year.

- C. The Superintendent shall tender a calendar recommended by the Association along with his/her recommended calendar, to the Board.
- D. Once the calendar is approved, there will be no change in the calendar without prior approval from the Association Executive Committee per Superintendent's request. The Superintendent will make the request through the Association President.
- E. Make-up days will be completed as follows:
  - 1. In the event that calamity days are used in excess of those allowed by the state and provided for in the district approved calendar, only the following days listed in (E)(2), will be used as make-up days.
  - 2. In no event shall the added day(s) prevent graduation from occurring on the scheduled date.
    - a. Day after second parent/teacher conferences
    - b. Thursday prior to Easter
    - c. Monday after Easter
    - d. Three (3) days at the end of the school year
    - e. Extending the school day by 30 minutes
    - f. Designated Saturdays

These dates are subject to change by mutual agreement of the parties.

#### **5-12 PERSONAL CELL PHONE USE**

Policy 7530.01 prohibits the school from issuing cellular phones to their employees. However, listed below are the employees who must possess their own personal cellular phone as a condition of employment: administrators, transportation supervisor, technology coordinator, athletic directors, high school day custodian/maintenance, night custodians, bus drivers, and the school nurse.

An allowance will be offered to each employee listed above. The yearly allowance will be:

- 1) Transportation Supervisor \$300
- 2) Day Custodians/Maintenance \$300
- 3) Night Custodians \$225
- 4) Bus Drivers \$225

The allowance for classified employee's use of their personal cell phones will be paid quarterly by the end of the following months, September, December, March, and June.

All cellular phone numbers will be confidential except for the transportation supervisor. Dispensing your cellular phone number will be at your own discretion. Please phone Superintendent's Secretary with your cell phone number by August 15<sup>th</sup>.

## ARTICLE VI – LAYOFF AND RECALL, BUMPING RIGHTS

### 6-1 LAYOFF AND RECALL, BUMPING RIGHTS

In the event it becomes necessary to reduce the number of employees in the work force, the procedure used will be as follows:

Layoffs shall occur by classification with the person having the least amount of seniority within the classification being laid off first and any additional employees laid off in ascending order of seniority within the classification.

In the event it becomes necessary to abolish a position, the person so displaced shall have the right to bump any other position held by a person with less seniority within the same classification. A person displaced by bumping may only bump a person with lesser seniority within the classification.

Employees who are displaced by layoff who held a regular contracted position in another classification may exercise their seniority rights and return to their most recent former classification if there is an employee in that classification with less seniority. Upon re-entry into a former classification, the employee shall assume the duties of the displaced employee, acquire restored seniority rights and be placed on the highest salary step previously earned in the former classification.

Persons laid off or bumped out of a classification shall be placed on a recall list for a period of twenty-four (24) months. No person may be hired until all persons laid off within a classification are recalled.

Any job opening must first be offered to persons on the recall list in order of their seniority.

Employees whose contracts have been suspended will lose all rights including restoration if he/she:

- a. resigns, or
  - b. fails to return to work after being offered a position for which they are qualified.
- Persons laid off and returning to work within twenty-four (24) months of the layoff shall retain their seniority from their original date of hire.

An employee may accept a layoff and not bump, without any penalty of unemployment benefits.

The classifications are identical to the Job Bid Procedure classifications and are as follows:

Aide	Head Cook
Assistant Cook	Lunchroom Worker
Bus Driver	Maintenance
Cashier	Secretarial/Case Manager
Custodial	

## ARTICLE VII – LEAVES

### 7-1 LEAVE OF ABSENCE

- a) In accordance with the provisions of Revised Code 3319.13, the Board of Education shall grant a leave of absence for a period not exceeding two (2) successive school years where illness or other disability is the reason for the request. This provision is not intended to limit other requirements of Section 3319.13 as they affect bargaining unit employees.
- b) The Board of Education shall continue to carry, on payroll records, all employees whose sick leave accumulation has expired, provided they are on an approved leave of absence as a result of illness or other disability for the purpose of continued insurance coverage(s) which the employee may elect to maintain by making monthly payments in the amount of the monthly premium for medical, dental, and/or life insurance.

### 7-2 SICK LEAVE

1. As provided hereinafter, sick leave may be used by employees for absence due to personal illness, medical appointments, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.
2. There shall be one-and-one quarter (1-1/4) days of sick leave per month, a total of fifteen (15) days per contract year, for employees. The sick leave shall be cumulative to a total of two hundred forty days (240 days). When necessary, each employee shall be credited with five (5) days of sick leave in advance. Sick leave beyond the five (5) days advanced will not be credited until the advance is made up and further sick leave earned.
3. An employee may use a part or all of the accumulated sick leave up to two hundred forty (240) days in ¼ day increments. After any period of approved absence as described in the Sick Leave Policy, the leave can again be accumulated to the maximum of two hundred forty (240) days of regular attendance.

4. A maximum of five (5) days of accumulated sick leave may be used without loss of pay for a death in the immediate family. Immediate family shall be interpreted to include spouse, parents of employee or spouse, children and their wives or husbands, grandparents, grandchildren, aunts, uncles, stepchildren, siblings or anyone living in the same household who is related by blood or adoption. The Superintendent may approve additional uses of sick leave where there are special circumstances, provided that sick leave may only be used for personal injury or illness or for family injury, illness, or death.
5. Employees may transfer accumulated but unused sick leave from the State of Ohio, or any political sub-division thereof, as provided by law. Sick leave may not accumulate beyond two hundred forty (240) days.

The salary of an employee shall be reduced where the employee is absent on days which are not covered by paid leave.

### 7-3 PERSONAL LEAVE

Each employee shall be entitled to the use of 3 (three) non-accumulating days of paid personal leave each school year. The use of personal leave shall be unrestricted except:

- 1) personal leave shall not be used for absences where sick leave can be used, except personal leave can be used where sick leave has been exhausted; and except in the event of emergencies,
- 2) personal leave shall not be used on days of district meetings, on the first or last day during each school year that pupils are in attendance, and on the work day immediately preceding or following a holiday or a school vacation, except with the approval of the Superintendent two weeks prior to the requested leave.
- 3) A request for personal leave may be denied where substitutes are not available.
- 4) Except in the case of emergencies, employees shall request the use of personal leave in writing as early as possible, and such requests shall be made at least three work days in advance of the day on which the use of personal leave is requested.
- 5) Employees shall be notified of the approval or disapproval of their requests for the use of personal leave as soon as possible after such requests are made.
- 6) All personal leave days shall be taken in  $\frac{1}{4}$  (one-quarter),  $\frac{1}{2}$  (one-half) or 1 (one) whole day increments.

- 7) Part-time employees who are assigned to two or more jobs (each job being less than 4 hours) will be awarded personal leave so that the time will not be interrupted (i.e. AM bus route, lunchroom shift, PM bus route).

#### **7-4 ASSAULT LEAVE**

Any service-connected case of physical assault on a member of the classified staff occurring on school property or during a school sponsored function shall be reported immediately to the principal or other administrator in charge who shall initiate an investigation of the incident not later than twenty-four (24) hours after receipt of the report. When such an assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to leave, to a maximum of fifteen (15) days per member each school year. Medical verification shall be furnished to the Superintendent for all such absences. The Board shall have the right to require a medical examination by a physician of its choice at the board's expense.

Absences due to court appearances resulting from an assault shall be chargeable to assault leave.

If a member is required to be absent from school because of court appearances resulting from an assault, and he/she requires assault leave days exceeding fifteen (15) during that school year, additional days equivalent to the number of days used for court appearances shall be granted to that member.

The member assaulted agrees to cooperate fully with police and the administration on any investigation of an alleged assault upon the member, if the member applies to use assault leave.

#### **7-5 WORKER'S COMPENSATION LEAVE**

If the basis for an approved leave of absence is the result of an allowed worker's compensation claim in which the Board of Education was the employer, the Board will continue to pay its portion of the medical, life, and dental insurance premiums for the injured employee in accordance with other sections of this Agreement during the period of such absence, subject to the following:

1. such period of Board's share of paid insurance premiums during the leave of absence shall not exceed six (6) months, paid in accordance with current payments to the insurance provider.
2. the employee does not elect to take retirement, including disability, through the School Employees Retirement System (SERS), and
3. the employee will be granted the same medical, life, and dental coverages which were in effect for the employee on the day of the allowable claim, as determined by the Bureau of Workman's Compensation.

## **7-6 COURT LEAVE**

An employee shall receive his/her regular daily rate of pay when the employee is subpoenaed for court (must be job related) or jury duty by the United States, the State of Ohio or a political subdivision. All compensation received for court or jury duty is to be remitted by the employee to the employer, unless such duty is performed totally outside of normal working hours. In the event court or jury duty involves more than one day, an employee shall be considered on "Court Leave" during the employee's normal hours of work each day, regardless of when each court session begins or ends.

## **7-7 FMLA**

The Family Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this Agreement where it provides greater rights and benefits than the Family Medical Leave Act. Only to the extent that the Family Medical Leave Act mandates leave rights and benefits beyond those provided in the agreement.

Those incremental leave of absence rights and benefits shall be accorded to employees eligible therefore under the Act and regulations issues pursuant to it.

## **ARTICLE VIII – CLASSIFICATION AGREEMENTS**

### **8-1 TRANSPORTATION**

#### **8-1.1 Regular Routes**

1. Bus drivers will be paid for all driving time, while they are with their vehicles, and for time supervising or chaperoning students.
2. Regular bus routes will be paid at three (3) hours per day. This includes one hour in the A.M. and one hour in the P.M., allowing for one hour per day for the bus pre-check inspection, warm up and de-icing time, fueling time, spot checking after each daily route, clean up time, garage travel time, breakdown time, lay over time between routes, on call time, and etc.
3. Special bus routes, that is, the JVS route, the Kindergarten route, the SBH route, the Pre-School route, and the MH route, shall be paid for a minimum of two (2) hours per day, i.e., one (1) hour in the morning and one (1) hour in the afternoon. Drivers of these routes shall be paid their hourly rate commensurate with their placement on the salary schedule.
4. The time on special bus routes (i.e. JVS route, SBH route, Kindergarten route, Pre-School route, and MH route) shall count as part of the projected time for insurance purposes for bus drivers when the proper insurance category is determined at the beginning of the school year.

5. A bus driver will be paid the hourly rate allotted for a regular or specialty route when the driver has not been notified that the route was unnecessary and runs the route anyway.
6. At the beginning of each school year bus drivers shall choose regular and specialty routes on the basis of classification seniority.
7. A \$200 bonus shall be paid annually to each driver for the cleaning of the bus interior and washing/waxing the bus exterior, payroll forms must be turned in no later than July 15<sup>th</sup>. Payments shall be received on or about August 15, of each year of the agreement. The rate paid to the bus drivers for cleaning buses shall be the rate that is in effect when the payment is made.
8. \$125 shall be paid annually to each bus driver when the engine block heater is plugged into a driver owned, functional electrical outlet, reimbursement forms must be turned in no later than June 15<sup>th</sup>. Payment shall be received on or about June 30th of each year of the agreement.
9. **Special Needs Van Driver**  
Throughout this negotiated agreement, bus driver and van driver is synonymous in rights and responsibilities, except for daily pre- and post- trip times. A van driver will be allowed 30 minutes per day to their total weekly hours for inspections, fueling, etc.

#### **8-1.2 Transportation Coordinator**

The Superintendent may appoint a Transportation Coordinator who will coordinate the activities of busing students to and from school, extracurricular activities, and curricular events; supervision of bus drivers and their professional development, including the scheduling and assignment of personnel within the transportation department and all other duties as described in the job description

#### **8-1.3 Extra-Curricular/Field Trips**

1. The rate for bus drivers for extra-curricular trips will be at 90% of step zero (0) of the hourly rate for a minimum of two hours per trip.. Should the trip need to be an over night trip, the driver shall not be paid for eight hours sleeping time, for the duration of this agreement.
2. All extra-curricular trips shall be divided equally among all regular bus drivers who choose to take trips with the most senior driver choosing first. After the trip sheet has gone through the seniority list once and trips remain, the list shall go through the seniority list a second time before the trips are offered to a substitute bus driver.
3. However, should a driver decide not to take a trip(s), it(they) shall be offered to regular drivers on a rotating basis, starting with the most senior driver and descending down the list, one trip at a time.

4. Bus drivers shall not be sent home while on extra-curricular trips unless the driver and Transportation Coordinator mutually agree upon it, bus drivers shall remain with the group unless they leave for meal purposes. This practice will:
  - a. save fuel,
  - b. save on wear and tear on the busses,
  - c. reduce the number of miles the busses are in service which will also reduce the likelihood they are in an accident, and
  - d. provide that the busses are in place for student should inclement weather begin.
5. The Transportation Coordinator may select an available driver and disregard the rotation when an emergency exists.
6. In the event this trip is cancelled without prior notification being given to the driver, and the driver shows up for the trip, such driver will be paid one (1) hour at the field trip rate.
7. Regular Drivers who are unable to drive their extra-curricular trips shall follow seniority when finding a replacement before offering the trip to a sub driver.

#### **8-1.4 Substitute Bus Driving**

When a sub driver is needed for a regular driver involving their specialty routes (such as SBH, JVS, Kindergarten, Preschool, and etc) the route shall be offered to the other regular drivers on a seniority basis before offering the route to a sub driver (except in an emergency.)

#### **8-1.5 CDL License**

The Board shall reimburse the cost of maintaining the CDL for those bargaining unit employees who are required to possess such license in the performance of his/her position with the Board. The Board shall pay any expenses incurred by the drivers to obtain re-certification. This shall include advanced driver in-service classes, and criminal background checks. (includes meals, mileage and registration fee.)

#### **8-1.6 Physicals**

Whenever the Board requires an employee to submit to a physical examination, the employee will make arrangements with the physician of his/her choice. For those not on the school health insurance plan, upon submission of a proper physician statement, the Board will pay for the physical with a maximum cost of \$150. For those on the school health insurance plan, the Board will pay for the physical with a maximum cost of \$150 minus any reimbursement from the school health insurance plan. Per Anthem, the physician's office will submit the claim to the insurance company for the employee. The employee must provide documentation to the Board office from the insurance company (Explanation of Benefits) and a statement from the physician's office.

### **8-1.7 Alcohol and Drug Testing**

The Board policy (Appendix C) regarding the alcohol/drug testing procedures for bus drivers pursuant to the Omnibus Transportation Employee Testing Act of 1991 shall be made part of this Agreement. Employees shall receive a minimum of one (1) hour of pay at his/her regular hourly rate when selected for such test. Employee shall be compensated at their regular hourly rate for any additional time.

### **8-1.8 Insurance -- Special Exception**

Bus drivers hired prior to July 1, 2003, working more than four (4) hours per day for the 02-03 school year and who lost routes due to bumping causing them to work less than four (4) hours per day will be grand fathered at the "more than four (4) hours per day" insurance level as long as they continue to work at least three (3) hours per day on a regular route to include pre-check inspection, fuel time, cleaning time, etc, and until such time as they would increase their hours into another insurance category.

## **8-2 CUSTODIAL AND MAINTENANCE**

Custodians (1<sup>st</sup> and 2<sup>nd</sup> shift) are considered twelve (12) month positions with a minimum of 260 workdays per school year. The Board will pay the cost of any required criminal background check.

## **8-3 SECRETARIAL**

For purposes of definition only, full-time building secretaries are considered ten (10) month positions with a minimum of 208 workdays per school year, with an eight (8) hour workday. The Board will pay the cost of any required criminal background check.

## **8-4 FOOD SERVICE**

1. The Head Cook is responsible for all their deliveries in their respective building.
2. Food Service Coordinator  
The Superintendent may appoint a food service coordinator, who will:
  - 1) coordinate all ordering and maintaining of the commodity program,
  - 2) set a common menu for all buildings,
  - 3) help determine, with the Building Principal, hours work for all cafeteria workers,
  - 4) meet all federal mandates for a nutrition school lunch program,
  - 5) work with Administration to determine free and reduce student/family eligibility,
  - 6) all other duties needed to operate a coherent district-wide food service program.

The Food Service Coordinator will NOT evaluate any employee.

The rate of pay for this position is 26% of his/her average weekly pay calculated on a 7-hour work day, for a thirty-six (36) week school year.

The Food Service Coordinator must have at least four years of head cook experience.

3. The Board will pay the cost of any required criminal background check.

#### **8-5 EDUCATIONAL AIDE**

1. The Board will pay the cost for certification renewal for Educational Aides.
2. This includes the cost of criminal background checks

#### **8-6 OTHER CLASSES**

### **ARTICLE IX – WAGES AND BENEFITS**

#### **9-1 PAID HOLIDAYS**

Less-than-12 month employees shall receive the following days off with pay. Bus drivers shall receive Holiday pay for all hours worked on a daily basis including the specialty routes (such as JVS, SBH, Preschool, MH, Kindergarten).

New Year's Day  
Martin Luther King Day  
Memorial Day  
Good Friday

Labor Day  
Thanksgiving Day  
Christmas Day  
President's Day

Twelve-month employees (those employees scheduled to work two hundred sixty (260) days per year) will receive the following days off with pay:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day

Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas  
Day after Christmas  
Day before New Year's Day

In order to qualify for these holidays, the employee must have been on a paid status on the scheduled workday preceding and following the holiday. A school holiday falling on a Saturday will be celebrated on Friday and a school holiday falling on Sunday will be celebrated the next non-holiday workday.

## 9-2 OVERTIME

All employees shall be paid time and one-half (1-1/2) the employee's regular rate for all hours worked over forty (40) in one (1) week. Calculation for "hours worked" excludes sick and personal days. All employees shall be paid two (2) times the employee's regular rate for all hours worked on Sundays and Holidays. In the event that the employee's work week exceeds forty (40) hours as a result of working on Sundays and Holidays, the total rate of pay will not exceed two (2) times the employee's regular rate. For employees with more than one rate of pay, when the forty-first hour is worked, a blended rate of pay will be paid.

## 9-3 SEVERANCE PAY

Employees with five (5) plus years of service with the Board at the time of their retirement from the Covington Schools or their death while an employee of the Covington Schools, shall receive payment based on the employee's rate of pay at resignation or death for one-fourth of the employee's accrued but unused sick leave up to a maximum of sixty (60) days. In the case of retirement such payment shall not be made at the time of an employee's resignation, but shall be made when the employee officially retires and presents proof of retirement from STRS, SERS, or PERS. Conversion of sick leave upon retirement shall eliminate all sick leave credit accrued by the employee. In the event of death while an employee, payment will not be made until a certified copy of the death certificate is filed with the Board of Education office. Payment will be made to the predetermined beneficiary or the employee's estate.

## 9-4 VACATION SCHEDULE

Classified employees employed on a twelve-month basis shall receive vacation with pay as follows:

After 1 year of completed service	10 days
After 4 years of completed service	15 days
After 9 years of completed service	20 days

All vacation days to be awarded on July 1. An employee with less than 1 year of service on July 1 shall receive pro-rated vacation days based on the number of months employed (@ 0.83 days/month).

Twelve-month employees will be allowed to carry a maximum of five (5) days over to the next year only.

Employees shall be paid for all vacation earned up to their last day of employment with the Board.

Requests for use of vacation shall be made to the Superintendent. The Superintendent may disapprove these requests if the use of vacation leave by the employee would interfere with the completion, on time, of school and school district work. Classified personnel employed on less than a twelve-month basis will not be granted vacation with pay.

## 9-5 ATTENDANCE INCENTIVE

An employee will be paid an attendance incentive provided the employee does not use any sick leave, dock days, in a semester or contract year. (For 12-month employees, a half-year will run from July through December or from January through June.)

Each semester or half-year:	
0 to four (4) hours per day	\$100
Four (4) to six (6) hours per day	\$150
Six (6) hours or more per day	\$200

If the employee does not use any sick leave or dock days the entire contract year, an additional attendance incentive will be paid.

0 to four (4) hours per day bonus	\$ 50
Four (4) to six (6) hours per day bonus	\$ 75
Six (6) hours or more per day bonus	\$100

To receive this attendance incentive, the employee must complete a form requesting consideration for the attendance incentive.

## 9-6 HOSPITALIZATION/SURGICAL/MAJOR MEDICAL

The Board of Education shall provide a hospitalization, surgical, major medical insurance plan for each member of the classified staff who desires it and is eligible. The insurance package will be the Traditional Medical Plan (TMP) and the Health Savings Account (HSA). Summary of Benefits is found in Appendix B.

The Board agrees to pay 90% of the monthly hospitalization/ surgical/major medical either plan (TMP or HSA) rate-except for:

- a. Employees of the Board who have coverage elsewhere, other than total individually purchased coverage, or coverage for their dependents only under survivor benefits;  
or
- b. An employee whose spouse has coverage for themselves and/or their dependents at their place of employment or other coverage other than total individually purchased coverage.
- c. When both spouses are employees of this Board, they shall be enrolled for either family coverage or two (2) single plans depending if the couple have any dependents. The employee's share of the Board contribution will be calculated according to the schedule for other part-time employees, provided, however, that the hours for both spouses will be combined to determine the percent of the employee's share of Board contribution. When both spouses are employees of the Board and their combined hours are fourteen (14) or more per day, the Board will pay 100% of the premium for the core plan only.

- d. Insurance eligibility for all existing double spouse/employee situations will be unchanged by the new language, and will continue to be determined by the previous contract language.

Please refer to your individual policy for complete coverage and benefits.

Employee contributions shall be made via payroll deduction.

Part-time classified personnel may acquire the same insurance protection by paying, in addition to the employee contribution, the pro-rated Board contribution toward the premiums according to the following schedule:

	Employee's share:
Less than two (2) hours per day	100% of total monthly premium
Two (2) hours up to four (4) hours per day	77.5% of total monthly premium
Four (4) hours up to six (6) hours per day	55.0% of total monthly premium
Six (6) hours and up per day	10.0% of total monthly premium

When an employee's "regular" daily hours differ during the week, those hours will be averaged on a weekly five (5) day basis to determine the insurance category into which they will fall.

#### 9-7 DENTAL INSURANCE

The Board shall provide a dental insurance plan for each member of the classified staff who desires it and is eligible. The Board's share will be 90% and the employees' share will be 10%

Part-time classified staff members may acquire the same dental protection by paying the pro-rated premiums as set forth under Article IX (9-6).

When both spouses are employees of this Board, they shall be enrolled for either family coverage or two (2) single plans depending if the couple have any dependents. The employee's share of the Board contribution will be calculated according to the schedule for other part-time employees, provided, however, that the hours for both spouses, will be combined to determine the percent of the employee's share of Board contribution. When both spouses are employees of this Board and their combined hours are fourteen (14) or more per day, the Board will pay 100% of the premium.

Insurance eligibility for all existing double spouse/employee situations will be unchanged by the new language, and will continue to be determined by the previous contract language.

#### **9-8 VISION INSURANCE**

The Board shall provide a vision insurance plan for each of the classified staff who desires it and is eligible. When both spouses are employees of this Board, they shall be enrolled for either family coverage or two (2) single plans depending if the couple have any dependents. The Board's share will be 90% and the employees will be 10%. Part-time staff members may acquire the same vision protection by paying the prorated premiums as set forth within this agreement.

#### **9-9 LIFE INSURANCE**

The Board shall select and pay premiums for a term life insurance policy with face value of \$40,000 for all members of the classified staff.

#### **9-10 OPT OUT OF MEDICAL INSURANCE**

Employees who choose to opt out of the medical benefits provided by the Board, will receive an annual cash benefit of \$500 (if working 4 hours or more per day) and \$300 (for members working less than 4 hours per day).

#### **9-11 WAGES**

1. Wages shall be as set forth in the Appendix A attached hereto and made a part hereof.
2. An employee who substitutes outside of his regular hours of employment shall be paid at the substitute rate of pay. An employee who substitutes during his regular work hours in a classification different from his/her normal classification for more than two (2) hours per day shall be paid the greater of his regular hourly rate or the hourly rate to which he/she is entitled in the classification in which he/she is substituting. In this event the employee shall submit to the treasurer the appropriate documentation.
3. In this case the employee must currently possess the qualifications, including any licenses or permits required for the higher rated job classification.
4. The Board will use the salary reduction method to calculate employee's retirement and taxes.
5. Starting and ending times of all classified employees shall be worked as listed in Appendix B. Any change of employee hours must be mutually agreed upon between employees and building principal, and/or current supervisor.
6. To advance on the salary schedule an employee must be on paid status for at least 2/3 (two-third) of the days of his classification's work year.

## **9-12 SALARY**

Salary increases for classified employees shall be as follows:

2011-12 and 2012-13	No Increase on base salary
2011-12 and 2012-13	No step increase given

If the Board of Education negotiates a base salary increase with teachers, or permits the teachers to move through their steps, the OAPSE Local 532 shall be given the same treatment. This "me too" clause is in effect for the term of this Agreement.

## **9-13 PAYDAY PROCEDURE**

- A. Annual salaries for staff will be distributed in twenty-six (26) equal installments through direct deposit. If a member's bank does not have electronic deposit as a service to the member, the member will be paid by a payroll check.
- B. Payday shall be on Fridays or if it is a banking holiday, direct deposits will be made on the first business day prior to that date.

## **9-14 DIRECT DEPOSIT**

Wages for all employees will be determined through negotiations. All employees will receive compensation through direct deposit. If an employee's bank does not have electronic deposit as a service to the employee, the employee will be paid by a payroll check.

# **ARTICLE X – GENERAL PROVISIONS**

## **10-1 DISCRIMINATION AND COERCION**

There shall be no discrimination or intimidation by the Board or the Union against any employee as a result of, or because of, such employee's race, color, creed, sex, age, national origin, or membership or non-membership in the Union.

## **10-2 CONFLICT WITH THE LAW**

If during the term of this Agreement, any provision is determined invalid or inoperable due to its conflict with applicable state or federal law, or valid rule or regulation adopted or repealed by a state or federal agency, the parties agree to meet to negotiate a lawful alternate provision, if possible, under the law relative to the affected provision. Such meeting shall take place within thirty (30) days following a written request by either party. All provisions of this Agreement that are not affected by the conflict shall remain in full force and effect.

**10-3 UNDERSTANDINGS**

This agreement embodies all of the understandings between the parties and there are no understandings between the parties other than those contained in this agreement. All provisions of Ohio law, except those that specifically conflict with a provision of this agreement, are included in this agreement by reference.

**10-4 DURATION AGREEMENT**

1. This agreement shall be effective May 18, 2011.
2. This Agreement shall not prevent the Board and the Association from negotiating on any subject or matter if both parties are mutually agreeable to do so prior to the expiration of the contract.
3. This contract shall be in effect from May 18, 2011 through June 30, 2013.

In WITNESS HEREOF, the parties set their hands this 18th Day of May \_\_\_\_\_, 2011.

For: Covington Exempted  
Village School District  
Board of Education

For: Ohio Association of  
Public School Employees/  
AFL/CIO/Local #532

By: [Signature]  
President

By: Kenny Adams  
President

By: Carola Forsythe  
Treasurer

By: Jurri G. Hoke  
Vice-President

By: Randy Earl  
Superintendent

By: J. T. Sabett  
Union Representative

**COVINGTON EVSD  
CLASSIFIED SALARY SCHEDULE  
Effective: JULY 1, 2011 and July 1, 2012**

Step	Index	Alde	Bus Driver	Custodians	Maintenance	Head Cook	Ass't Cook	Lunchroom Worker	Cashier	Secretary
	0	1	10	14.44	12.96	13.33	10.71	10.02	10	10
1	1.072	10.72	15.48	13.89	14.29	11.48	10.74	10.72	10.72	11.96
2	1.113	11.13	16.07	14.42	14.83	11.92	11.15	11.13	11.13	12.42
3	1.154	11.54	16.66	14.95	15.38	12.38	11.57	11.54	11.54	12.87
4	1.195	11.95	17.26	15.48	15.93	12.8	11.98	11.95	11.95	13.33
5	1.236	12.36	17.85	16.02	16.47	13.24	12.39	12.36	12.36	13.79
6	1.278	12.78	18.46	16.56	17.03	13.69	12.81	12.78	12.78	14.26
7	1.319	13.19	19.05	17.09	17.58	14.13	13.22	13.19	13.19	14.71
8	1.36	13.6	19.64	17.62	18.13	14.67	13.83	13.6	13.6	15.17
9	1.401	14.01	20.23	18.15	18.67	15.01	14.04	14.01	14.01	15.63
10	1.442	14.42	20.82	18.68	19.22	15.45	14.45	14.42	14.42	16.09
11	1.484	14.84	21.43	19.23	19.78	15.9	14.87	14.84	14.84	16.55
15	1.525	15.25	22.02	19.78	20.33	16.34	15.28	15.25	15.25	17.01
20	1.566	15.66	22.61	20.29	20.87	16.77	15.69	15.66	15.66	17.47
25	1.606	16.06	23.19	20.81	21.41	17.2	16.1	16.06	16.06	17.91

**Medical Insurance Summary**

		TMP Anthem PPO	H.S.A.
Office Copay		20	Ded, then 100%
Urgent Care		35	Ded, then 100%
Emergency Room		75	Ded, then 100%
Prescription Drug Copay			
Tier 1		10	Ded, then 100%
Tier 2		20	Ded, then 100%
Tier 3		30	Ded, then 100%
Deductible - In Network		100/200	2000/4000
Out of Network		300/600	4000/8000
Coinsurance - In Network		90%/10%	100%/0%
Out of Network		70%/30%	70%/30%
Out of Pocket- In Network		1000/2000	2000/4000
Out of Network		2000/4000	8000/10000

**Additional:**

Inc 90 day mail order at

1) 2x copay

2) Premium Tiers:    Single  
                          Employee Plus One or Employee Plus Kids  
                          Family3) HSA:                a) Same coverage as the TMP ,with higher deductibles and co-pays  
                          b) Board agrees to put into the HAS \$1000 for single coverage and \$2000 for  
                          family/employee plus one coverage each of the first two years in the  
                          program (any new enrollee into the program, not dependent on length of  
                          employment)

SCHEDULE OF PAY DATES

2011-12

Sep	2	16	30
Oct	14	28	
Nov	10	25	
Dec	9	23	
Jan	6	20	
Feb	3	17	
Mar	2	16	30
Apr	13	27	
May	11	25	
Jun	8	22	
Jul	6	20	
Aug	3	17	

\*\*\* Three week skip between pay years

2012-13

Sep	7	21	
Oct	5	19	
Nov	2	16	30
Dec	14	28	
Jan	11	25	
Feb	8	22	
Mar	8	22	
Apr	5	19	
May	3	17	31
Jun	14	28	
Jul	12	26	

APPENDIX D

Title	Hours worked per Day	Hours worked per Week	Start Time	Stop Time
Building Secretaries	8	40	7:30AM	4:00PM
Day Custodians	8	40	7:00 AM	3:30 PM
Night Custodians	8	40	3:00 PM	11:30 PM
Head Cooks				
High School	7	35	7:00 AM	2:30 PM
Middle School	7	35	7:30 AM	3:00 PM
Elementary School	7	35	7:00 AM	2:30 PM
Lunchroom Workers				
Elementary	2.25	11.25	11:00AM	1:15PM
Elem. Breakfast	1	5	7:30AM	8:30AM
Cashier				
Elementary	3.25	16.25	10:30AM	1:45PM
Lunchroom/Cashier				
High School	4	20		
Middle School	4	20	8:00AM	2:00PM
Educational Aides				
Elementary	7	35	7:45AM	3:15PM
Elementary Library	7	35	7:35AM	3:05PM
Middle School	7	35	7:35AM	3:05PM
High School Library	7	35	7:35AM	3:05PM
Middle School Library	7	35	7:35AM	3:05PM
High School Aide	7	35	7:35AM	3:05PM
Special Needs Van Aide	7	35	As Needed	
Bus Drivers				
Central West		15	7:07AM	7:55AM
Kindergarten AM		5	10:45AM	11:45AM
Kindergarten AM		5	10:45AM	11:45AM
Kindergarten PM		5	11:45AM	12:25PM
North East		15	6:55AM	7:55AM
North West		15	7:08AM	7:55AM
Van: Special Ed		As Needed		
Piqua JVS/Special Ed		10	8:05AM	9:05AM
South East		15	7:10AM	7:55AM
South West		15	7:05AM	7:55AM
Town Route		15	7:10AM	7:45AM

## 4162 - DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS

The Board of Education believes that the safety of students while being transported to and from school or school activities is of utmost importance and is the primary responsibility of the driver of the school vehicle. To fulfill such a responsibility, each driver, as well as others who perform safety-sensitive functions with Board-owned and/or operated ("Board-owned") vehicles must be mentally and physically alert at all times while on duty. To that end, the Board has established this policy and others related to employees' health and well-being.

For purposes of this policy and the guidelines associated with the policy, the following definitions shall apply.

- A. The term *illegal drug* means drugs 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 was not legally 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* includes all tasks associated with the operation and maintenance of Board-owned vehicles.
- E. The term *CDL license holder* means all regular and substitute bus drivers, other staff members who may drive students in Board-owned vehicles or inspect, repair, and maintain Board-owned vehicles.
- F. The term *while on duty* means all time from the time the CDL license holder begins to work or is required to be in readiness for work until the time s/he is relieved from work and all responsibility for performing work.

The Board expects all CDL license holders to comply with Board Policy 4122.01 on Drug Free Schools which prohibits the possession, use, sale, or distribution of alcohol and any controlled substance on school property at all times. Further, the Board concurs with the Federal requirement that all CDL license holders should be free of any influence of alcohol or controlled substance while on duty.

The Board directs the Superintendent to establish a drug and alcohol testing program whereby each regular and substitute bus driver, as well as any other staff member who holds a CDL license, is tested for the presence of alcohol in his/her system as well as for the presence of the following controlled substances:

- A. Marijuana
- B. Cocaine
- C. Opiates
- D. Amphetamines
- E. Phencyclidine (PCP)

The drug tests are to be conducted in accordance with Federal and State regulations a.) prior to employment, b.) for reasonable cause, c.) upon return to duty after any alcohol or drug rehabilitation, d.) after any accident, e.) on a random basis, and f.) on a follow-up basis.

Candidates shall also be tested for the presence of alcohol in their system prior to employment.

Any staff member who tests positive shall be prohibited from performing or continuing to perform his/her safety-sensitive functions (e.g., driving any Board-owned vehicle) and be referred to the District's Employee Assistance Program.

Any staff member who refuses to submit to a test shall be prohibited from performing or continuing to perform his/her safety-sensitive functions (e.g., driving any Board-owned vehicle).

Staff member who voluntarily disclose that they have an addiction to alcohol or controlled substances may participate in the Employee Assistance Program, and will qualify for the receipt of medical insurance benefits for treatment of alcohol or substance abuse, including follow-up care, to the extent that such benefits are provided for or offered in the Board's health insurance package. Voluntary disclosure of an alcohol or drug addiction by a staff member will not subject the staff member to disciplinary action unless such disclosure is made after the staff member is selected to be tested or immediately prior to the selection of staff members to be tested. Nothing herein shall prevent the Board from disciplining a staff member for misconduct associated with his/her alcohol and/or drug use regardless of whether the employee has disclosed that s/he has an alcohol or drug addiction.

A staff member will be subject to disciplinary action, up to and including termination, for any of the following reasons:

- A. reports for duty or performs work while having an alcohol concentration of 0.02 or greater
- B. reports for duty or performs work while testing positive for using a prohibited drug, or while being under the influence of a prohibited drug
- C. refuses to submit to drug and/or alcohol testing
- D. alters or attempts to alter or unduly influence alcohol and/or drug testing results
- E. fails to remain readily available for post-accident testing (including notifying his/her supervisor of his/her location, if the staff member leaves the scene of the accident prior to the submission of a post-accident test, unless the staff member's departure is to obtain necessary emergency medical care)

Prior to the beginning of the testing program, the Board shall provide a drug-free awareness program which will inform each CDL license holder about:

- A. the dangers of illegal drug use and controlled substance and alcohol abuse;
- B. Board Policy 4122.01 - Drug-Free Workplace, Policy 4161 - Unrequested Leaves of Absence, Policy 4170 - Substance Abuse, and Policy 4170.01 - Employee Assistance Program;
- C. the topics identified in AG 4162A
- D. the sanctions that may be imposed for violations of Policy 4122.01.

All time spent undergoing an alcohol or controlled substance test, including travel time, will be paid at the staff member's regular rate of pay, or at his/her overtime rate, if applicable. Any staff member who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The Board shall pay all costs associated with the administration of alcohol and controlled substance tests. This includes testing of the "split specimen" at a Federally certified laboratory if so requested by a staff member. The Board will not pay for the employee's time while not on duty, if the split specimen test results are positive.

Alcohol and drug test results shall be protected as confidential medical records as appropriate under the Americans With Disabilities Act (i.e. test results shall be provided on a right to know basis – the employee, the employer, and the substance abuse professional – and the results shall not be presented until analyzed by a Medical Review Officer).

A tested individual, upon written request, will have access to any records relating to his/her use of drugs and alcohol, including any records pertaining to his/her drug and alcohol tests. A tested individual must provide written authorization before his/her test result can be provided to any other person except a government agency specified in the applicable Federal regulations.

All tests shall be conducted in accordance with Federal testing guidelines and be performed by a laboratory that is Federally certified (i.e. testing procedures and devices used will be as set forth in 49 C.F.R. Part 40).

The alcohol and drug testing program shall be under the direction of the Superintendent or designee.

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

The Superintendent shall submit, for Board approval, a contract with a certified laboratory to provide the following services:

- A. testing of all first and second test urine samples
- B. clear and consistent 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

The Superintendent shall also select the agency or persons who will conduct the alcohol breathalyzer tests, the District's MRO, and the drug collection site(s) in accordance with the requirements of the law.

Educational materials explaining the requirements of the Federal regulations and of the Board's policies and procedures to meet the Federal regulations shall be provided to all staff members, including the following:

- A. the name of the person designated by the Board to answer questions about the materials
- B. information sufficient to make clear to employees the period of the work day during which they are required to comply with the regulations
- C. information concerning what conduct is prohibited
- D. the circumstances under which employees are subject to testing
- E. the procedures for testing in order to protect the employee and the integrity of the testing process, to safeguard the validity of the test results, and to confirm the results are attributed to the correct employee
- F. the requirement that staff members must submit to testing as required by the regulations
- G. an explanation of what constitutes a refusal to be tested and the attendant consequences
- H. the consequences of testing positive, including the requirements of immediate removal from safety-sensitive functions, and the procedures regarding referral, evaluation, and treatment
- I. the consequences for a test indicating an alcohol concentration greater than 0.02, and
- J. information concerning the effects of alcohol and drug misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol problem (the employee's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected (including confrontation and how to refer someone to an Employee Assistance Program or to management)

These materials are to be distributed to each staff member upon being hired or transferred into a covered position thereafter. Each staff member must sign a statement certifying receipt of these materials. (See Form 4162 F2) Each employee (and labor organization representing Board employees) shall receive written notice of the availability of this information, and the identity of the Board's designated representative in charge of answering employee questions about the materials.

49 C.F.R. 382.101 et seq.

COVINGTON EXEMPTED VILLAGE SCHOOLS  
COVINGTON OHIO

GRIEVANCE REPORT  
(Step I of Grievance Procedure)

1. Name of Grievant \_\_\_\_\_
2. Date of incident giving rise to grievance \_\_\_\_\_
3. Date of grievance filing \_\_\_\_\_
4. Was problem discussed with appropriate supervisor?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Who? \_\_\_\_\_ Date \_\_\_\_\_
5. Concise statement of complaint: Facts upon which complaint based and the specific provisions alleged to be violated.

6. Remedy sought:

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

TO BE FILLED OUT IN TRIPLICATE

**COVINGTON EXEMPTED VILLAGE SCHOOLS  
COVINGTON OHIO**

**GRIEVANCE REPORT FORM – STEP II**

---

(Administrator's Written Response)

(To be used by the immediate supervisor at Step I of Grievance Procedure)

1. Date received

\_\_\_\_\_

2. Hearing held? Yes \_\_\_\_\_ No \_\_\_\_\_ Date \_\_\_\_\_

3. Disposition by Supervisor:

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

Appealed to the Superintendent \_\_\_\_\_

Date

COVINGTON EXEMPTED VILLAGE SCHOOLS  
COVINGTON OHIO

GRIEVANCE REPORT FORM - STEP III

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

The disposition of this grievance at Step II has not been satisfactory. It is necessary to appeal this grievance to Step III for the following reasons:

Date received \_\_\_\_\_

Disposition by Superintendent:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Appealed sent to the American Arbitration  
Association \_\_\_\_\_

COVINGTON EXEMPTED VILLAGE SCHOOLS  
COVINGTON OHIO

GRIEVANCE REPORT FORM – STEP IV

---

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

The disposition of this grievance at Step III has not been satisfactory. It is necessary to appeal this grievance to Step IV for the following reasons:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Covington Exempted Village School District  
Administrative Guidelines

**4220 - EVALUATION OF CLASSIFIED STAFF**

Each classified employee shall receive at least one (1) written evaluation during the year in year one and two of their employment. Once a staff member has be granted continuing contract, evaluations will be made at least every third year of their employment. At any time, a supervisor may chose to conduct additional evaluations if warranted. Evaluations, in addition to these, are at the discretion of the administration.

The formal evaluation shall be written and shall be discussed by the supervisor and the person being evaluated. The discussions will follow the writing of the evaluation document. Copies of the written document shall be signed by both parties and be incorporated into the personnel file of the employee. In addition, the individual being evaluated shall receive a signed copy. The signature will be an indication that the evaluation has been read and discussed. The employee may prepare and present to the evaluator three (3) copies of an addendum which shall be attached to each evaluation copy if s/he so desires to clarify or add to any point(s).

The written evaluation should be specific in terms of a person's strengths and weaknesses. Those areas where improvement should be made. Subsequent evaluations should address themselves to any improvement or to any continuing difficulty which is observed.

R.C. 3319.081  
A.C. 3301-35-03 (A)

Revised 1/06

Covington Exempted Village School District  
Administrative Guidelines

**4231 Staff Discipline**

The employment of classified staff members may be terminated for violation of written policies and regulations as set forth by the Board or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, sexual battery, certain ethics violations, conflict of interest or any other acts of misfeasance, malfeasance or nonfeasance.

The Board may also suspend an employee for a definite period of time or demote, with or without pay, an employee for these same reasons.

The action of the Board to terminate the contract of any employee or to suspend or demote him/her is done in compliance with all statutory and constitutionally mandated procedures, including the opportunity for a hearing prior to the termination and, if a hearing is required, prior to the suspension or demotion.

# COOPER, GENTILE, WASHINGTON & MEYER

## A Legal Professional Association

118 West First Street  
Talbot Tower • Suite 850  
Dayton, Ohio 45402  
Telephone 937/224-5300  
Facsimile 937/224-5301

July 6, 2011

2011 JUL - 7 P 2: 09  
STATE EMPLOYMENT  
RELATIONS BOARD

State Employment Relations Board  
65 East State Street, Suite 1200  
Columbus, Ohio 43215-4213

**Re: Covington Exempted Village School District  
Board of Education and  
OAPSE/AFL/CIO/Local #532**

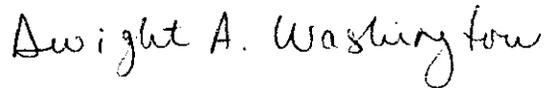
To Whom It May Concern:

Enclosed please find a copy of the Agreement for filing with SERB, executed by the parties in the captioned matter on May 18, 2011.

Please advise if you require anything further.

Sincerely,

COOPER, GENTILE, WASHINGTON & MEYER



Dwight A. Washington

DAW/naw  
Enclosure  
c: Carol Forsythe