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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

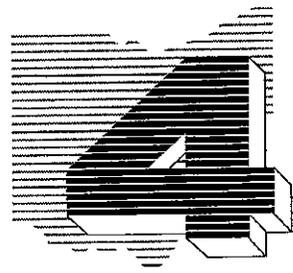
BETWEEN THE

CARDINGTON-LINCOLN

LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND

OAPSE LOCAL #687



JULY 1, 2011 - JUNE 30, 2013

56

ARTICLES

ARTICLE 1	RECOGNITION	1
ARTICLE 2	MANAGEMENT RIGHTS.....	1
ARTICLE 3	NON-DISCRIMINATION.....	1
ARTICLE 4	PROCEDURES FOR CONDUCTING NEGOTIATIONS	2
ARTICLE 5	SENIORITY	4
ARTICLE 6	UNION RIGHTS.....	5
ARTICLE 7	PAYROLL DUES DEDUCTIONS.....	6
ARTICLE 8	AFSCME PEOPLE.....	7
ARTICLE 9	DISCIPLINE	7
ARTICLE 10	PERSONNEL FILES.....	8
ARTICLE 11	EVALUATION	9
ARTICLE 12	EDUCATION AND TUITION REIMBURSEMENT.....	9
ARTICLE 13	LIGHT DUTY	10
ARTICLE 14	LABOR-MANAGEMENT COMMITTEE.....	11
ARTICLE 15	HOLIDAYS	11
ARTICLE 16	TRAVEL REGULATIONS & EXPENSE REIMBURSEMENT PROCEDURES	12
ARTICLE 17	NO STRIKE/NO LOCKOUT.....	13
ARTICLE 18	HEALTH & SAFETY	13
ARTICLE 19	SMOKING POLICY	14
ARTICLE 20	PROBATION PERIOD & TRANSFERS.....	14
ARTICLE 21	GRIEVANCE PROCEDURE.....	15
ARTICLE 22	SCHEDULES & OVERTIME.....	16
ARTICLE 23	SUB-CONTRACTING.....	18
ARTICLE 24	LEAVES OF ABSENCE	18
ARTICLE 25	FMLA & PARENTAL LEAVE.....	23
ARTICLE 26	VACATION.....	24
ARTICLE 27	INCLEMENT WEATHER.....	25
ARTICLE 28	SEVERANCE PAY.....	26

ARTICLES

ARTICLE 29DISTRIBUTION OF MEDICINE.....26

ARTICLE 30FILLING OF VACANCIES27

ARTICLE 31ALCOHOL AND DRUG TESTING PROGRAM.....28

ARTICLE 32LAYOFF AND RECALL.....29

ARTICLE 33SERS PICK-UP31

ARTICLE 34JOB DESCRIPTIONS.....31

ARTICLE 35NEW TECHNOLOGY31

ARTICLE 36PERMISSIVE DAY OFF32

ARTICLE 37DUAL EMPLOYMENT.....32

ARTICLE 38TRANSPORTATION.....32

ARTICLE 39UNIFORMS & TOOLS.....36

ARTICLE 40INSURANCE.....36

ARTICLE 41WAGES.....37

ARTICLE 42SUCCESSOR CLAUSE38

ARTICLE 43CONTRARY TO LAW.....38

ARTICLE 44FAIR SHARE FEE38

ARTICLE 45DURATION.....40

SALARY SCHEDULES

APPENDIX A

ARTICLE 1 RECOGNITION

The Cardington Lincoln Local Board of Education (hereinafter "Board") recognizes the Ohio Association of Public School Employees, Local 4 (hereinafter "OAPSE") as sole and exclusive representative for the bargaining unit as set forth below in matters pertaining to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement (hereinafter "CBA").

Included in the bargaining unit shall be all full-time and regular part-time non-teacher/educator certified/licensed employees. Those excluded shall be all management-level, supervisory, and confidential employees as defined in Chapter 4117 of the Ohio Revised Code, including Superintendent, Secretary to Superintendent, Treasurer, Assistant Treasurer, Cafeteria and Food Supervisor, Custodial Supervisor, Director-Special Education-General, Coordinator Title I Programs, all seasonal, casual and substitute employees.

Any challenge to the representative status of OAPSE shall only be according to the rules and regulations of the State Employment Relations Board (SERB) and Chapter 4117 ORC.

This recognition shall continue in effect for the duration of the contract.

ARTICLE 2 MANAGEMENT RIGHTS

MANAGEMENT RIGHTS:

The Board hereby retains and reserves into itself without limitations, all the powers, rights, authority and duties conferred upon and vested in it by the Laws and the Constitution of the State of Ohio and of the United States subject to the specific terms of the Agreement.

ARTICLE 3 NON-DISCRIMINATION

Both the Board and the Union recognize their respective responsibilities under all applicable federal and state Constitutions and laws. Therefore, both parties hereby reaffirm their commitments not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, sexual orientation, or handicap. Further, the Board and Union agree that there shall be no discrimination, interference, restraint, coercion, or reprisal because of Union Membership or Non-Membership, or because of any lawful activity in an official capacity on behalf of the Union.

All references to employees in the Agreement designate both sexes and whenever the male pronoun is used herein it shall be converted to include male and female employees.

ARTICLE 4
PROCEDURES FOR CONDUCTING NEGOTIATIONS

- A. Directing Requests – Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party not more than 180 days nor less than 60 days prior to the expiration date of the Agreement. Board requests shall be directed to the president of OAPSE, and OAPSE requests shall be directed to the Superintendent. A copy of said request shall be filed with the State Employment Relations Board (SERB).
- B. Caucus – Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.
- C. Access to Information – Upon specific, written request, the Board will make available, at no cost to the OAPSE President, financial information that is readily available.
- D. Scope of Bargaining – The parties agree to negotiate over wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of the contract.
- E. Composition of Bargaining Team – OAPSE shall, without restrictions, select those individuals who shall comprise the OAPSE bargaining team.
- The Board shall, without restrictions, select those individuals who shall comprise the Board's bargaining team.
- Neither party shall exceed five (5) members in size. (Not including representatives)
- F. Initial Bargaining Session – The first bargaining session shall be held at a mutually agreed to time and date and shall establish dates for future bargaining sessions.
- Once the agenda is signed by both parties, no new items shall be added during the bargaining period unless mutually agreed to by OAPSE and the Board bargaining teams.
- G. There shall be no reports given to the media while negotiations are in progress unless otherwise mutually agreed.
- H. There shall be no electronic recording devices used by either party.
- I. All negotiation sessions shall be in executive session.

J. Negotiations shall be scheduled during normal business hours and employees scheduled to work shall not suffer any loss of pay. Employees shall not be paid overtime as a result of bargaining.

K. AGREEMENT:

1. As tentative agreement is reached on each item during the bargaining period, the agreement shall be reduced to writing and initialed by the designees of each team.
2. If agreement is reached in all matters being bargained, the tentative agreements shall be reduced to writing and submitted to OAPSE for its consideration. If ratified by OAPSE, such written agreements shall be submitted to the Board for its consideration. The Board shall take action at the next regular meeting which shall be not less than seven (7) days from the date of receipt of the ratified agreement from OAPSE. OAPSE and the Board shall consider and act upon the proposed agreement in its entirety.
3. Upon final approval by both OAPSE and the Board, two (2) copies of the total agreement shall be signed by the President of the Board and the President of OAPSE. Both parties shall retain a signed copy of the final agreement which shall be binding on both parties.

L. IMPASSE/MUTUAL ALTERNATE DISPUTE (MAD) AGREEMENT:

MEDIATION:

1. In the event agreement is not reached by both parties, either of the parties may declare impasse and request the use of mediation in an effort to reach an acceptable settlement. The negotiation teams shall request a mediator from the Federal Mediation and Conciliation Services (FMCS) whose rules and regulations shall govern the mediation. This impasse procedure is the parties' alternative dispute resolution procedure and is intended to supercede and replace the statutory procedures contained in ORC 4117.14.
2. In the event there are costs and expenses for such service, the costs shall be shared equally by the Board and OAPSE.
3. This MAD may not be canceled, revoked, or terminated during the term of the collective bargaining agreement between the parties or while negotiations for a new collective bargaining agreement are being conducted.

ARTICLE 5
SENIORITY

A. SENIORITY DEFINITIONS

1. System Seniority:

Is defined as the length of continuous employment with the Board as computed from the employee's most recent date of hire in the bargaining unit. In the event two (2) or more employees have the same date of hire, their order of seniority will be determined as follows:

A flip of a coin, or in the case of three (3) or more than three (3), a drawing of a lot will take place. At the time of these determinations, the Union President will be present with the individuals involved.

2. Job Classification Seniority:

Is defined as the length of continuous employment in a particular job classification as computed from the employee's most recent entry into such classification.

A flip of a coin, or in the case of three (3) or more than three (3), a drawing of a lot will take place. At the time of these determinations, the Union President will be present with the individuals involved.

B. MEDICAL LEAVES:

Board approved medical leaves shall not constitute a break in continuous service and shall not cause any adjustment in the initial date of employment of the employee for the purpose of seniority and seniority-based benefits for a maximum of two (2) years.

C. UNPAID LEAVES OF ABSENCE:

Time spent on authorized unpaid leave of absence of thirty (30) workdays or more shall not constitute a break in service and leave time shall not be counted in the calculation of seniority. Time spent on unpaid leave of less than thirty (30) workdays shall be counted in the calculation of seniority.

ARTICLE 6 UNION RIGHTS

A. RIGHT TO ENGAGE IN UNION ACTIVITY:

The Union President or Vice President shall be permitted to appear on work sites during working hours as Union Representative for the purpose of determining whether there is compliance with the Agreement, or to investigate and/or resolve grievances with approval of the Superintendent or his/her designee and provided that he/she shall not disrupt or interfere with work performance. The OAPSE Field Representative shall also be permitted to appear on work sites during working hours as Union Representative for the purpose of determining whether there is compliance with the Agreement, or to investigate and/or resolve grievances provided that they shall not disrupt or interfere with work performance.

B. BULLETIN BOARD/IN-HOUSE MAIL:

The Union may use bulletin board space in every school building to post and remove notices of Union activities and matters of concern. Union Representatives shall have access to such bulletin board space and the right to post and remove notices of Union activities. Any item may be posted unless the material contained is defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the District. Posting a Notice of Legal Strike shall not be deemed a violation of this provision.

Union Representatives shall have the right to use the District's mailing system in transmitting materials, provided the Board continues to use such a system. Union representatives shall have the right to use the District's electronic mail (e-mail) system in transmitting materials so long as such use is in accordance with the District's Acceptable Use Policy. The elected officials of the Union shall be responsible for all materials as to quality and content. The Union shall not use the system to distribute any materials that are defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the District. Posting a Notice of Legal Strike shall not be deemed a violation of this provision.

C. ORIENTATION:

The Union shall be permitted equal time at any In-Service Orientation Session(s) to communicate with Bargaining Unit Members regarding Union Business/benefits.

When a new employee is hired into the bargaining unit, the Local President or his/her designee shall be allowed fifteen (15) minutes in private on paid time to communicate with the new employee about union membership and benefits.

D. UNION MEETINGS:

Second shift OAPSE members will have up to sixty (60) minutes release time to attend

local OAPSE meetings with notification of their immediate supervisor. The sixty (60) minutes is not to be deducted from pay. Employees will be released from work a maximum of six (6) meetings per year. If, an employee wishes to attend more than six (6) meetings per year, they shall request the approval of their immediate supervisor.

ARTICLE 7 PAYROLL DUES DEDUCTION

A. UNION DUES DEDUCTIONS:

1. The Board agrees to deduct dues from the wages of employees for payment to the Union upon presentation of a written authorization individually authorized by the employee.
2. All Bargaining Unit Members shall authorize payroll deduction for the payment of dues.
3. Such deductions shall be made in twenty-two (22) equal installments beginning with the first pay in October. Signed Payroll Deduction Authorizations executed by the members shall be continuous from year to year for the duration of the term of recognition of OAPSE Local #687 as the Bargaining Representative or until such time as the employee withdraws such authorization in writing to Membership Accounting at OAPSE headquarters. An employee may withdraw membership during a ten (10) days period prior to the expiration of the agreement.
4. Payroll deductions shall occur immediately upon request or in the case of new employee(s), following the Probationary Period.
5. The Board Treasurer shall notify the OAPSE State Treasurer of the gross salary of the employee based on W-2 information and the amount of dues to be deducted as required by the OAPSE State Constitution. The Board Treasurer shall forward to the OAPSE State Treasurer the amount of the State dues, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the Local Treasurer.
6. The Union shall defend and indemnify the Board, the Treasurer, their Officers, Members, and Agents and Assignees in both their individual and official capacities and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses that may arise out of or by reason of the action taken by the Board, its Officers, Member Employees and/or Agents for the purpose of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments, furnished under any of such provisions. The Union shall retain control of and appointments of Legal Counsel for defense and indemnification purposes.

ARTICLE 8
AFSCME PEOPLE

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE 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 Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 9
DISCIPLINE

- A. An employee shall be disciplined only for just cause. No employee shall be demoted, suspended or removed except for those reasons provided by ORC Sections 124.32 and 124.321 to include: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of the work rules adopted by an appointed authority or any other failure of good behavior or any acts of misfeasance, malfeasance, or nonfeasance in office.
- B. The principles of progressive discipline shall be applied except when the severity of the offense merits moving to a higher level of discipline. The levels of progressive discipline include verbal reprimand, written reprimand, suspension and termination.
- C. An employee shall receive a copy of a reprimand or other disciplinary action within ten (10) working days of the action taken. A copy shall also be placed in the employee's personnel file.
- D. Before implementing a suspension or discharge of an employee, the Superintendent or his/her designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain the alleged misconduct. The employee has the right to be accompanied to the conference by an Association Representative. This conference shall be scheduled by the Superintendent or his/her designee as promptly as possible. Notice of the conference shall be given to the Local President and the employee at least three (3) days prior to the scheduled date. If the Superintendent or his/her designee determine that the Employee's continued presence in employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may suspend the employee with pay for up to three (3) days pending determination of the disciplinary conference.
- E. When imposing a suspension or discharge, the Superintendent or his/her designee shall sign a written notice of suspension or discharge stating the grounds for the action. A copy shall be provided to the employee and to the Association President.

- F. Discipline is subject to the grievance procedure. Verbal reprimands shall be grievable through Step 3 of the grievance process.
- G. All discipline shall be deemed inactive after two (2) years provided no intervening discipline has occurred. Disciplinary records shall be maintained in keeping with the school district's public records retention and removal policy.

ARTICLE 10
PERSONNEL FILES

- A. The Superintendent or designee will be responsible for maintenance of the personnel records system. The files as maintained by the Superintendent or designee shall be the official file and any supplemental file maintained outside of his office will not be considered.
- B. Appropriate school personnel authorized to have access to the Employee files are the Employee, Treasurer, Administrative and Supervisory Persons, duly elected Union Officers and the assigned Field Representative of the Union or his designee and other persons so authorized by the employee.
- C. The filing cabinets shall be secured when the office is unattended.
- D. Only necessary and relevant Employee information will be maintained. Information that is no longer timely or appropriate will cease to have force and effect.
- E. Employees shall have the right to review their file at reasonable times during the normal working day.
- F. Reasonable effort will be made to notify an employee when information from the employee's files has been made available to any person.
- G. An employee may make copies of any item in his/her file.
- H. Information placed in the employee's personnel file shall include the initials of the employee and administrator placing the material in the file, with the date of examination by the employee and the date the material was placed in the file.
- I. The employee's initials or signature will not indicate agreement with the content of the material, but indicates only the material has been inspected by the member. He/she will have the opportunity to reply to any critical material in a written statement to be attached to the filed copy.
- J. Anonymous letters or material shall not be placed in an employee's file, nor shall they be made a matter of record.

- K. Information pertaining to Grievances shall not be placed in the employee's personnel file except as may be necessary to implement a Grievance award.
- L. All discipline shall be deemed inactive after two (2) years provided no intervening discipline has occurred. Disciplinary records shall be maintained in keeping with the school district's public records retention and removal policy.
- M. The employee shall have the right to dispute the accuracy, relevance, completeness, or timeliness of the information contained in the Employee record by attaching a letter of rebuttal to the disputed material(s)

ARTICLE 11 **EVALUATION- APPRAISAL**

The Employer will utilize an instrument to evaluate employee's job performance. This evaluation will apply uniform standards for all employees within a given classification. For employees on limited term contracts, evaluations shall be done annually. For employees on continuing contracts, evaluations shall be done every three (3) years.

Should an employee on a continuing contract be found deficient in a given area, the Appraiser will provide specific and explicit suggestions and/or instructions (performance plan) which are designed to improve the employee's job performance. Performance Plans are intended as an instrument to assist the employee in improving his/her job performance and will not be used as a means to discipline employees.

The parties shall form a Joint Committee to develop an employee evaluation form. The Committee shall have an equal number of Administrators and bargaining unit members, not to exceed a total of six (6) members. The Committee shall have an evaluation form developed no later than November 1, 2009 for Board approval.

ARTICLE 12 **EDUCATION AND TUITION REIMBURSEMENT**

If training, a workshop, or schooling is required of an employee, all costs of such training shall be borne by the Board.

A. ADULT EDUCATION:

The Board of Education shall permit Members of the Bargaining Unit to attend adult or evening classes (if such classes are offered by the Cardington-Lincoln Local School District) where not in conflict with work schedules free of tuition, provided the employee meets the eligibility requirements for enrollment in the course and provided that the course is related to their primary work function for the Board of Education or will enable the employee to qualify for a higher classification within the School System. Initial inquire by employee about the appropriateness of specific courses should be

directed to the Superintendent or his/her designee. If such classes are not offered by Cardington Lincoln Local Schools, they shall fall under tuition reimbursement.

B. TUITION REIMBURSEMENT:

1. The purpose of this program is to provide tuition reimbursement for completing workshops, training programs, or courses for college credit taken on employees' own time that could either improve current job skills or prepare employees for promotional opportunities with the Cardington Lincoln School District. The reimbursement rate shall be a maximum of \$400.00 per workshop, training program or class.
2. The Board shall establish a tuition reimbursement fund of \$7000.00 per fiscal year. Reimbursement shall be granted on a first-come, first-served basis until the fund for the fiscal year is exhausted. Unused funds will not carry over to the following fiscal year.
3. In order to be eligible for tuition reimbursement, the course must be completed with a grade "C" or better ("P" for pass/fail courses). The bargaining unit member must submit proof of satisfactory completion and payment of the course in order to receive reimbursement.

C. MEETINGS/WORKSHOPS:

If a Workshop or Meeting initiated by the School Administration and which requires employee attendance is held during other than work hours, employees shall be paid their regular pay for the time spent at the meeting or workshop. Attendance at meetings or workshops that result in a bargaining unit member being in overtime status for the work week shall be paid at the rate of one and one-half times of the bargaining unit member's regular rate of pay. School administration shall not schedule meetings or workshops on Saturdays, Sundays or holidays.

ARTICLE 13
LIGHT DUTY

If an employee who becomes physically unable to perform the duties of his/her position due to illness, injury, or pregnancy, the board shall follow the guidelines as set forth by the Board adopted BWC guidelines for the duration of the period for which the employee is unable to perform the duties of his/her normal position. In order to qualify for light duty, an employee must meet the guidelines and comply with all requirements set forth in the Board-adopted BWC policy.

ARTICLE 14
LABOR-MANAGEMENT COMMITTEE

In an effort to solve problems before they become Formal Grievances, the Board agrees to establish a Labor-Management Committee consisting of Representatives of both OAPSE and the Board. Its main function shall be to confer on all matters of mutual concern; to keep both Parties to this Agreement informed of changes and developments caused by conditions other than covered by this Agreement, and to confer over potential problems in an effort to keep such matters from becoming major in scope. The OAPSE Representatives shall be no more than four (4) in number. Formal notes shall be taken for informational purposes and distributed to the Members of the Committee. The Committee shall meet as needed.

ARTICLE 15
HOLIDAYS

- A. The following days shall be recognized as paid holidays for eleven (11) and twelve (12) month Employees:

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

- B. The following days shall be recognized as paid holidays for nine (9) and ten (10) month Employees:

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

- C. For the purposes of this article, "holiday pay" shall consist of the equivalent of an employee's regular hourly rate of pay for his/her normal daily hours of work on a designated holiday.
- D. Employees shall be excused from work and shall receive holiday pay on applicable holidays. In order to be eligible for holiday pay, an employee must accrue earnings on their last scheduled workday prior to such holiday and their first scheduled workday following such holiday, unless on either of such days the employee was on an excused absence or on sick leave for which pay was granted.

- E. Holidays falling on Saturday shall be celebrated on the preceding Friday, unless the preceding Friday is regularly scheduled day of pupil attendance, in which event, the Monday following the Saturday shall be celebrated as the holiday. In the event such Monday is also a regularly scheduled day of pupil attendance, then the employee otherwise eligible for the holiday pay shall receive holiday pay in addition to the normal rate of pay for hours actually worked that day.
- F. In the event the school calendar is changed so that the students are in attendance on days presently specified as paid holidays for employees, then the designated holidays herein may be changed, provided that the total number of paid holidays for employees in each classification shall not be reduced in number.
- G. Employees, who are required to work on a designated holiday, as stated in sections A and B because of the school calendar or as required by the Superintendent, shall be paid at their normal rate of pay for hours actually worked as well as receive holiday pay.

ARTICLE 16
TRAVEL REGULATIONS
AND EXPENSE REIMBURSEMENT PROCEDURES

A. MILEAGE:

Employees required to use private transportation to perform their assigned duties after initially reporting for work and until their last assigned work location of the day shall be paid mileage allowance at the rebate allowed by the Internal Revenue Service, by prior publication, as of September 1 each year. Such rate shall be modified only on September 1 of each year.

B. INSTRUCTIONAL LEAVE:

Two (2) Classified staff members appointed by the Local and Administration, may be granted Leave with pay up to three (3) days per year, non-cumulative, to attend a Convention or Meeting for the purpose of improving job performance. The Board will pay the following:

1. Actual transportation expenses mileage to and from destination per IRS rate.
2. Room accommodation, not to exceed seventy-five dollars (\$75.00) per person, per night for venues which exceed a 60-mile radius from the staff member's residence.
3. All expenses must be documented by receipts to the Treasurer for actual expenses.
4. Work Seminar registration costs are the responsibility of the Board of Education.

5. If seminar meal costs are not included in the registration and the staff member wishes to eat at the seminar, he/she shall submit the cost of the meal with their registration.
6. Parking, not to exceed ten dollars (\$10.00) per day.

ARTICLE 17 NO STRIKE/NO LOCKOUT

A. NO STRIKE:

The Members of the Local agree that they will neither cause, actively support, nor sponsor any Strike, slow down, or other work stoppage during the term of this Agreement. In the event that the Members of the Local violate this provision, the Board shall notify the Union by Certified Mail that any of the employees covered hereunder are engaged in any prohibited activity as set forth in this Article. The Union shall immediately order such employee to resume normal work activities and return to work.

B. NO LOCKOUT:

In recognition of this continuous performance pledge, the Board agrees that there will be no lockout of Members of the Union except if such lockout is a result of the Board's inability to pay which results in the closing of all regular Schools.

ARTICLE 18 HEALTH AND SAFETY

- A. It is the responsibility of the Board to provide a safe work environment for all bargaining unit members. The Board shall comply with all Local, State, and Federal Health and Safety Laws. Further, the Board shall provide all tools and equipment necessary for the performance of work.
- B. The Board shall establish Health and Safety Meetings and require employee attendance, so long as said meeting is scheduled during an employee's normal work hours. Health and Safety Meetings scheduled at times other than an employees normal working hours will be compensated at the employee's regular hourly rate, or the appropriate overtime rate. Employees may be excused from Health and Safety Meetings for good cause shown.
- C. Protective clothing and equipment shall be provided for all positions to permit employees a safe working environment.
- D. Employees working with technological equipment shall be protected against related hazards related to such equipment.

- E. Employees shall have the right to grieve health and safety problems not corrected within a reasonable period of time after submitting a written complaint to the Supervisor.
- F. Employees shall have the right to refuse to perform hazardous duty when an employee has a good faith belief that such duty would place the employee in peril, or expose the employee to a health hazard.
- G. The Board and the Union shall establish a Health and Safety Committee which shall meet to discuss and resolve health and safety concerns as they arise.
- H. The Board shall pay for the cost associated with the Hepatitis B immunization for those employees whose responsibilities may bring them in direct contact with bodily fluids under normal circumstances.

ARTICLE 19 **SMOKING POLICY**

During employee work hours, tobacco use will not be permitted on Board of Education property, except in personal vehicles.

ARTICLE 20 **PROBATIONARY PERIOD & TRANSFERS**

A. NEW EMPLOYEE

All new employees shall serve a probationary period for the first thirty (30) workdays of their initial one-year contract. This probationary period may be extended for a period equal to the amount of any leave time granted the employee during his/her probationary period.

A probationary employee shall get the benefit of all provisions of this Agreement in accordance with the terms of the specific provisions, except the employee shall not have recourse to the grievance procedure for cases of probationary discharge during the thirty (30) workday probationary period.

B. TRANSFERS/PROMOTIONS:

Any employee who wishes to transfer may do so when a job opens as described in the Filling of Vacancies Article of the Agreement. Employees who accept the transferred position and who do not satisfactorily adjust to the position, may voluntarily return to their previous position, or the Board can return the employee to the previous position. The employee shall have twenty (20) working days to adjust to his/her new position.

Lateral transfers shall not serve a Probationary Period.

C. INVOLUNTARY TRANSFER

Any employee who must be transferred from one (1) Building to another, or from one (1) Shift to another shall be granted a conference before transfer is made and a Union Representative shall be at this conference. The reason for the transfer shall be mutually discussed. No loss of pay or loss of hours shall result from a transfer.

ARTICLE 21
GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. A grievance is a complaint involving the alleged violation, misrepresentation or misapplication of the negotiated agreement between OAPSE and the Board.
2. A grievant is a bargaining unit member, group of bargaining unit members, or OAPSE alleging a violation, misrepresentation or misapplication of the negotiated agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of said group.
3. A day shall be defined as a school calendar day for which bargaining unit members are compensated.

B. STEP ONE:

Within twenty (20) days from the date of the event giving rise to a grievance, the grievant shall request a meeting with his/her supervisor to present a written explanation of the grievance, citing the specific section of the contract that has been violated and the relief sought. If the grievant fails to request such meeting within twenty (20) days after he/she knew or should have known of the act or condition on which the grievance is based, the grievance shall be considered waived. Within five (5) days of the submission of the grievance, the supervisor will schedule a meeting. The supervisor shall render a written decision within five (5) days of this meeting. If the grievance involves the supervisor, the grievant may file the grievance directly at Step two.

C. STEP TWO:

If the grievant is not satisfied with the written disposition of the supervisor, he/she shall, within five (5) days of receipt of the disposition, send a written request for a hearing before the Superintendent or his/her designee. In addition to the request, the grievant shall include a written explanation of the grievance citing the specific section of the contract that has been violated and the relief sought. Both the grievant and the superintendent or his/her designee may have a representative of his/her choice present at the hearing. The hearing will be held within ten (10) days of the Superintendent's receipt of the request. The Superintendent or his/her designee will render a decision on the grievance within five (5) days of the hearing. The action taken will be reduced to writing

and copies sent to the grievant, the supervisor and the President of the Board.

D. STEP THREE:

If the grievant is not satisfied with the Superintendent or his/her designee's decision on the grievance, he/she shall be allowed ten (10) days to file a written appeal to the Board. The Board will schedule a hearing at its next regular monthly meeting. Both the grievant and the Superintendent may have a representative of his/her choice present at the hearing before the Board. The grievant may elect to hold the hearing in executive session. After both parties have presented their case, the members of the Board shall render a decision, by individual vote, either to grant or deny the grievant the relief which has been sought. The Treasurer of the Board shall officially notify the grievant, in writing, of the Board's decision within five (5) days after the Board meeting.

E. STEP FOUR:

If the grievance is not resolved at Step Three, the grievant and/or OAPSE may appeal for mediation within fifteen (15) school days of receiving the reply in Level Four. Such mediations shall be conducted under the auspices of the Federal Mediation and Conciliation Services (FMCS). If the grievant and/or OAPSE is not satisfied with the results of the mediation, he/she may appeal it to compulsory arbitration within fifteen (15) school days of the mediation session. OAPSE shall request a list of seven (7) arbitrators from FMCS and the "alternate-strike method" shall be used to determine the arbitrators. If dissatisfied with the list, OAPSE or the Employer may request a second list from FMCS.

The arbitrator shall limit the decision to the application and interpretation of the terms and provisions of the negotiated labor agreement.

The cost of the arbitrator shall be paid by the losing party.

ARTICLE 22
SCHEDULES AND OVERTIME

A. Regular Work Week:

The regular work week shall be forty (40) hours. The normal work week shall be 12:00 a.m. Sunday through 11:59 p.m. on Saturday.

B. Overtime Pay:

1. The Board shall pay for overtime at the rate of time and one-half (1 ½) the bargaining unit member's regular rate of pay for all hours spent in active pay status over forty (40) in a week.
2. Extra time, including but not limited to overtime, shall be assigned to those who

wish to work extra time based on a continuously rotating schedule. All employees within the classification the extra time occurs will be assumed to desire extra time unless they deny extra time in writing. The most senior employee within the classification the extra time occurs shall be asked the first time extra time occurs and the second most senior will be asked the second time extra time occurs and so on. If an employee refuses extra time they will be skipped in the rotation as if they had accepted the extra time and the extra time will be offered to the next most senior employee within the classification until an employee accepts the extra time.

C. For the purpose of this Article, "active pay status" is defined as hours paid, excluding sick leave.

D. **Call-Out Pay:**

An employee called out shall be guaranteed a minimum of two (2) hours pay.

E. **Check Stub:**

All overtime shall be indicated in a separate area on each paycheck and paid no later than the pay period following the time it was worked, except in time of unforeseen emergencies.

F. **Higher Classification Pay:**

When a regular employee temporarily replaces an employee who has a higher wage classification for ten (10) days or more, such regular employee shall receive the rate of pay of the higher classification based on the replacement employee's seniority, from the first day of replacement until such time the replacement employee returns to his/her regular position.

G. **Lunch Breaks:**

Employees working seven (7) or more consecutive hours per day shall be provided a one-half (½) hour unpaid lunch. If employees are required by their supervisor to stay in the building or are given specific direction by their supervisor to work through their lunch, the lunch will be paid.

H. **Break Times:**

Employees working four (4) continuous hours daily shall be entitled to a paid ten (10) minute break. Employees working eight (8) hours daily shall be entitled to two (2) paid ten (10) minute breaks. The time for this break will be determined by the Supervisor and does not include the lunch break described above.

I. **Summertime Hours:**

All second and third shift employees shall work the first shift hours when school is not in session during the summer months. Office staff, during summer months, shall receive a one-half (½) hour paid lunch. For purposes of this section, "summer months" shall include the Monday after graduation through Labor Day.

J. **Aide Certification:**

Should the Board require that an instructional aide become ESEA certified, the aide shall be reimbursed for the cost of the appropriate licensure examination for up to one test administration. The reimbursement shall not include special services including: late registration fees, additional score reports, score reports by phone, test center or date change, file correction, or score verification.

ARTICLE 23
SUB-CONTRACTING

During the term of this Agreement, the Board shall not contract-out or subcontract any bargaining unit work which will result in loss of employment, reduction in contracted hours or reduction in pay of any bargaining unit employee or bargaining unit position.

ARTICLE 24
LEAVES OF ABSENCE

A. **SICK LEAVE:**

Employees shall be granted sick leave with pay.

1. **Usage** – Sick leave may be used for personal injury or illness, pregnancy, exposure to a contagious disease or injury, illness or death of a member of the immediate family.
2. **Immediate Family** – Shall include the employee's spouse, child, mother, father, respective in-laws, stepchild, stepmother, stepfather, grandchildren, grandparents, siblings, or any other individual living in the employee's own household. In unusual circumstances, the Superintendent may grant sick leave pursuant to this section to employees who so request said leave.
3. **Accumulation** – Sick leave shall be accumulated at fifteen (15) days per year with a maximum accumulation of two-hundred and fifteen (215) days for 9 and 10 month employees and two-hundred and sixty (260) days for 11 and 12 month employees.

An employee who uses no sick leave for three (3) consecutive years shall receive an additional five (5) days of sick leave at the end of the three-year period. The annual period is based on an employee's contracted year. The three-year period will start over once an employee has received his/her five (5) days. This provision becomes effective upon the ratification and approval of the contract and shall not be retroactive.

4. **Transfer of Sick Leave** – An employee having unused accumulated sick leave from another school district or another Ohio public subdivision shall be credited with such sick leave upon providing the Board Treasurer verification in keeping with ORC Section 143.29.
5. Sick leave shall be requested in one-quarter (¼) day increments.
6. An employee absent for four (4) or more days shall submit an excuse from his/her physician upon request.
7. An employee shall not be charged with a sick leave day for a holiday occurring during the period of sick leave.
8. Abuse of sick leave shall be cause for disciplinary action.
9. **Sick Leave Bank** – All bargaining unit members shall be eligible to join the Sick Bank by written application to the superintendent containing authority to transfer up to a maximum of fifteen (15) days of sick leave granted under this Article to the Sick Bank. The Sick Bank shall be administered by a Sick Bank Committee for the use and benefit of participating bargaining unit members who may suffer serious financial hardship by reason of serious illness, injury, or other life threatening cause necessitating extended absence of such duration as to surpass the number of days accrued by the bargaining unit member under this agreement.

a. **Eligibility**

All bargaining unit members are eligible to participate annually in the Sick Bank.

b. **Application for Participation**

Written application for participation in the Sick Bank must be made to the superintendent annually between July 1 and September 30. In the case of a new bargaining unit member hired after September 15, such application must be made no later than fifteen (15) days after the first date of employment.

c. **Days Contributed not Withdrawable**

Days transferred to the Sick Bank may not be withdrawn by the

bargaining unit member participant and shall only be used for the purposes of the Sick Bank and as a result of decisions made by the Sick Bank Committee.

d. Application for Benefits

When a bargaining unit member participating in the program finds they are forced to be absent from duty for a period extending beyond their accrued sick leave expiration, said bargaining unit member or a representative of the bargaining unit member may make written application for a maximum of thirty (30) days. If the bargaining unit member remains in the employ of the Board, they shall repay the Sick Bank for the days withdrawn on the basis of one (1) day returned for every two (2) days accumulated.

e. Supplemental Application for Benefits

Should a bargaining unit member who is already receiving these benefits have need of more days than those granted, that bargaining unit member may make only one (1) supplemental application, for an additional maximum of 30 days.

f. Determination

Within five (5) days of receipt of a valid application, the Sick Bank Committee shall evaluate the application and make a determination of the number of days, if any, to be granted the bargaining unit member. Copies of the Sick Bank Committee's determination shall be sent to the bargaining unit member, the OAPSE president, and the superintendent, who shall enter the determination into the bargaining unit member's payroll records. The bargaining unit member shall be continued on payroll records without reduction or loss of pay as long as any unused days appear to his/her credit. If the bargaining unit member returns to duty prior to exhausting all of the days granted by the Sick Bank Committee, the number of days remaining shall be removed from the bargaining unit member's record and returned to the Sick Bank.

g. Appeal

Any bargaining unit member applicant dissatisfied with the Sick Bank determination may, within five (5) calendar days, appeal such determination to the OAPSE Executive Committee whose decision shall be final.

The determination of the Sick Bank Committee or the OAPSE Executive Committee shall not prejudice the bargaining unit member's rights to apply to the Sick Bank Committee for additional days for the same illness,

injury, or other cause necessitating further absence from duty.

h. Limitations

1. A bargaining unit member who had elected not to participate within the time limits set in paragraph b above will not be granted days.
2. A bargaining unit member who is voluntarily absent because of reasons other than those listed above will not be granted days.
3. Any bargaining unit member applicant who would not, in the judgment of the Sick Bank Committee, meet with serious hardship as a result of the stated necessity for days requested will not be granted days (pregnancy is deemed not to involve hardship, per se, but it is recognized that complications arising from pregnancy or other factors connected therewith, could qualify a bargaining unit member for benefits).
4. The Sick Bank shall not be used to delay an application for nor as an alternative for disability retirement.
5. The Sick Bank shall not be used to supplant Worker's Compensation.

i. The Sick Bank Committee

The Sick Bank Committee shall be composed of five (5) members, three (3) to be appointed by OAPSE president and one (1) to be appointed by the Superintendent. The Board treasurer shall sit as the Board's designee to the Committee.

The Sick Bank Committee shall develop criteria to be used by the Committee to approve or reject applications and shall make the determination of the number of days, if any, that shall be granted to the bargaining unit member. An approved application shall have the number of days transferred from the Sick Bank to the bargaining unit member's sick leave accumulation.

- j. Unused days in the Sick Bank contributed in any given school year by participants and remaining in the Sick Bank as of August 1, shall be carried over to the following contract year. Days granted in a contract year but not actually used by the bargaining unit member applicant prior to his/her return to duty shall be reinstated to the Sick Bank. The Board shall be responsible for maintaining all records that are necessary to the administration and maintenance of the Sick Bank.

k. Confidentiality

All information and reports relating to applications for days under this provision shall remain confidential.

B. PERSONAL BUSINESS LEAVE:

Bargaining unit members in the Cardington-Lincoln Schools shall be granted three (3) days per contracted work year paid leave for personal business reasons. Personal leave cannot be taken the day immediately preceding or proceeding a holiday or holiday vacation period. Use of personal leave in each classification shall be limited to one (1) bargaining unit member per day.

At the end of each bargaining unit member's contracted work year, he/she shall be paid for any unused personal leave days, up to a maximum of two (2) days per year.

Personal business leave shall be requested in one-quarter ($\frac{1}{4}$) day increments.

C. COURT LEAVE:

A bargaining unit employee who is called for jury service or is subpoenaed as a witness in a court of law for a school-related case shall be excused from work for the days on which he or she serves, and shall receive for each such day of service his or her per diem rate of pay minus any payment he or she receives for said service.

D. ASSAULT LEAVE:

Assault leave may be granted to a bargaining unit member who is absent from his/her assigned duties because of physical injury resulting from an assault by a student or parent. Said leave shall not be charged against sick leave earned or earnable or any other leave granted by the Board. Said bargaining unit member may be granted assault leave and shall be maintained on full pay status during such absence.

A bargaining unit member may be granted assault leave according to the following rules:

1. The incident, resulting in the physical disability of the bargaining unit member, must have occurred during the course of employment with the Board.
2. Upon notice to the immediate supervisor that an assault upon a bargaining unit member has been committed, any bargaining unit member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the bargaining unit member's knowledge regarding said assault, sign said statement, and present it to the immediate supervisor.
3. If the bargaining unit member is absent from her/her assigned duties due to the physical disability, a certificate from a licensed physician, stating the nature of the disability and its duration, will be required before assault leave payment is made.

4. A bargaining unit member shall not qualify for payment of used assault leave until the assault leave form has been submitted.
5. Said bargaining unit member shall not be permitted to accrue assault leave.
6. Payment shall be discontinued when the bargaining unit member elects to retire or is no longer under contract with the Board.
7. Falsification of either a signed statement or a physician's certificate is reason for termination of employment.
8. The maximum number of days allowable for assault leave, which resulted in physical disability, shall be ten (10).

F. **MILITARY LEAVE:**

All employees shall be granted a Leave of Absence for Military duty in accordance with Federal and State Law.

G. **LEAVE FOR UNION BUSINESS:**

1. OAPSE shall have an aggregate of six (6) days with pay to conduct Association business each year.
2. A written notice specifying the names of the employees and the purpose of the leave must be furnished by the Union at least three (3) weeks in advance of the period desired.

ARTICLE 25
FMLA & PARENTAL LEAVE

A. **FAMILY MEDICAL LEAVE:**

A bargaining unit member may elect to take up to sixty (60) working days during a twelve (12) month period as FMLA leave to care for themselves, son, daughter, spouse or parent with a serious health condition. The employer shall require an employee to use accrued sick leave before going into an unpaid status. Serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical care provider, or the continuing treatment by a health care provider. The twelve (12) month period shall be September 1 through August 31 of each calendar year.

B. **PARENTAL LEAVE:**

1. A bargaining unit member anticipating the birth or adoption or foster placement

of an infant child to the family may request and shall be granted an unpaid parental leave of absence provided the following conditions have been met:

- a. The bargaining unit member has completed at least one (1) year of service.
 - b. Such request shall be submitted on the designated form to the Superintendent at least twenty (20) working days prior to the anticipated beginning date of the requested leave.
 - c. A parental leave request for the birth or foster placement of an infant child shall be accompanied by a statement from the attending physician indicated the anticipated date of birth of the child.
 - d. A parental leave request for the adoption or foster placement of an infant child shall be accompanied by a statement from the adoption agency indicating the anticipated date when custody of the child will commence.
 - e. The Board will permit the use of up to six (6) weeks of accumulated sick leave for the purpose of adoption in the same manner as for use of sick leave for a birth.
 - f. Parental leave for adoption or for a foster child shall begin on the date of the adoption or on the date the foster child is placed in the home.
 - g. Parental leave will not exceed one (1) year.
 - h. The bargaining unit member shall notify the Superintendent in writing of his/her intention to return to work twenty (20) working days prior to his/her intended return to work date.
2. A bargaining unit member adopting or foster parenting a child of less than school age, not covered by (C)(1) above, may request an unpaid leave when the bargaining unit member's presence is necessary for the child's adjustment to the new family situation. The anticipated duration of such leave will be determined prior to the commencement of such leave; it should not exceed the length of time set forth in (C)(1)(g) above.

ARTICLE 26 VACATION

- A. Annual paid vacation shall accrue as follows:
1. After the completion of one (1) year of employment with the district, employees shall receive ten (10) days.
 2. After the completion of nine (9) years of employment with the district, employees

shall receive fifteen (15) days.

3. After completion of eighteen (18) years of employment with the district, employees shall receive twenty (20) days.

B. Anniversary Date:

1. If an employee's hire date is prior to the 16th of the month, his/her anniversary date, for the purposes of vacation accrual, shall be the first day of the month in which he/she was hired.
2. If an employee's hire date is after the 15th of the month, his/her anniversary date, for the purposes of vacation accrual, shall be the first day of the month immediately following the month in which he/she was hired.

C. Earned vacation days shall be taken within thirteen (13) months of the employee's anniversary date and shall not be cumulative beyond that time.

D. Vacation shall be requested in one-quarter (¼) day increments.

E. All vacations must be approved by the immediate supervisor and the Superintendent or his/her designee.

F. For purposes of this section, only employees who work eleven (11) or twelve (12) month contracts per year (239 or more contracted days) shall be granted vacation.

ARTICLE 27 **INCLEMENT WEATHER**

A. CALAMITY DAY:

In the event that the School District is closed due to one of the reasons set forth in Section 3317.01 R.C., employees shall suffer no loss in pay.

When school is closed due to a public calamity, notification of the same shall be sent out and disseminated by radio and other means.

In the event that a delay becomes a full calamity day, or a calamity is called after employees have reported to work, all employees who had reported to work shall be paid at their regular rate of pay for their normally scheduled hours.

In the event that delay is called, aides shall not be required to report at their regularly scheduled time and shall not suffer any loss of pay or benefits. However, this time shall not be calculated towards OT/extra time for that day.

B. ELEVEN AND TWELVE MONTH EMPLOYEES:

These employees are required to report to work on calamity days and shall be

compensated at their regular rate of pay for their regularly scheduled hours. Employees who report to work are required to work a minimum of four (4) hours. At the discretion of the Superintendent or his/her designee, 11 and 12 month employees may be released prior to the completion of those four (4) hours with no loss in pay.

Employees who work four (4) hours on a calamity day shall accrue .25 vacation days. Employees who work eight (8) hours on a calamity day shall accrue .50 vacation days. These hours shall be credited to employees in the pay period following the calamity day.

If an 11 or 12 month employee chooses not to report to work on a calamity day, he/she may utilize a personal day, unless a Level 3 snow emergency is called.

C. PRE-APPROVED PERSONAL AND SICK LEAVE

Any bargaining unit member who had pre-approved personal leave or sick leave shall not be charged for that day if it occurs on a calamity day.

ARTICLE 28
SEVERANCE PAY

Any employee who is separated from employment for any reason shall be paid, at the time of separation, twenty-seven percent (27%) of his/her accrued but unused sick leave, up to a maximum accrual of two-hundred and fifteen (215) days.

In the event of the employee's death, this payment shall be made to the beneficiary designated on the life insurance policy provided by the Board of Education; provided, however, that if there is no designated beneficiary surviving the employee, then the payment shall be made to the employee's estate.

ARTICLE 29
DISTRIBUTION OF MEDICINE

Only Registered Nurses (RN) and/or Licensed Practical Nurses (LPN) shall administer prescription drugs of any type to students or perform any type of first aid upon students, except in cases of emergency or when RN's or LPN's are unavailable.

Employees who may be required to administer drugs or to perform first aid shall be provided proper training on the first work day of each school year, and if needed, a medical plan.

In the event the Board designates particular employees to administer drugs prescribed by Physicians to Students pursuant to Section 3313.713 of the Ohio Revised Code, or requires employees to perform first aid, the Board agrees to:

Provide such employees with adequate training;

Refrain from disciplining said employees in any manner for any acts performed in connection with the administration of drugs or performing first aid so long as the employee followed proper protocol;

Indemnify and save harmless the employees from all claims, demands, damages, liabilities, costs, expenses, or judgements for or arising out of actions connected with the administration of drugs or performing first aid whether caused by the negligence arising out of the employees or otherwise;

Provide a defense for said employees in the event that said employees are sued for any actions arising out of the administration of drugs or performing first aid; and

Reimburse the employees for all expenses, including Attorney fees, incurred in defending any actions against them as a result of the administration of drugs or performing first aid.

If Section 3313.713 is repealed, the Parties agree to meet to renegotiate this provision and, until an agreement is reached, no employee shall be required to administer drugs or perform first aid.

The Board shall provide rubber gloves for use by employees at each work site where drugs are to be administered or first aid performed.

ARTICLE 30 **FILLING OF VACANCIES**

- A. Notices of vacant positions shall be posted for a minimum of five (5) working days. The Board shall post notices of vacant positions on bulletin boards located in the administrative offices. A copy will also be sent to the Association President. Permanent job postings during the months of June, July and August will be in effect for ten (10) working days and all summer postings will be mailed to the OAPSE Local president or his/her designee and will be posted on bulletin boards in the administrative offices. Vacancies shall be posted on the District e-mail server in the Conference Rooms or other appropriate designated area.
- B. All postings shall contain the position's location, shift, pay range, to whom bids shall be sent, and minimum qualifications as established per the job description.
- C. All vacancies being filled which are created as a result of resignation, retirement, terminations, transfer, death of the employee, or upon the creation of a new position shall be filled internally within thirty (30) calendar days or on or before the next regularly scheduled board meeting, whichever is greater, from the close of the posting period.

When the scheduled hours for a current position are increased, the position shall be posted in accordance with this Article with the exception that sub-section E of this Article shall not apply.

- D. When a position is to be filled in the same classification, such position shall be awarded to the employee with the greatest seniority in that classification who applies for the position.
- E. In the event that no employee within the vacant classification bids for the vacancy, the job shall be awarded to the bargaining unit member who applies on the basis of qualifications and experience. When these factors are substantially equal, system seniority shall prevail.
- F. If no bargaining unit member applies, the position may be posted externally. Section C, above, shall not apply to external postings.
- G. If a current employee is not selected to fill a vacancy, the reason(s) will be discussed with that employee by the superintendent or supervisor at the request of the employee.
- H. When, as a result of being awarded a position through the bid procedure, an employee moves from one classification to another, he/she shall be placed at the Step of the respective pay scale that reflects service with the District. Based upon experience, a person new to the district shall be placed no higher than Step 5 of the salary schedule.
- I. All employees new to a classification or position shall serve a twenty (20) workday trial period. The Board or employee shall have the right to return the employee to his/her previous classification or position or one similar thereto, within that period of time. The employee shall be given the reason for his/her return.
- J. All Board-approved summer work will be posted and bid in accordance with existing procedures. Current employees shall be offered the work first, so long as the person is qualified for the position.
- K. Upon request, the Union shall be provided with a current seniority list of all employees contained in the bargaining unit.

ARTICLE 31 **ALCOHOL AND DRUG TESTING PROGRAM**

The School District will pay for required random, post-accident (an injury involving outside treatment or any vehicle accident while on paid status), and reasonable suspicion drug and alcohol testing expenses. Employees shall pay for all return to duty and follow-up drug and alcohol testing that is required.

The Board shall follow all applicable local, state and federal regulations related to required and reasonable suspicion testing for CDL drivers. The Board shall require a driver to submit to a controlled substance test if there is a reasonable suspicion to believe that the driver has violated the prohibitions of controlled substances. The Cardington-Lincoln Schools administrator or his/her designee shall determine reasonable suspicion.

Employees failing to abide by the provisions of the program shall be subject to discipline up to and including termination.

ARTICLE 32 **LAYOFF AND RECALL**

A. REDUCTION IN FORCE:

1. No bargaining unit classification or position shall be filled by any person not a member of the bargaining unit while any member of the bargaining unit is laid off pursuant to this Article.
2. In the event it becomes necessary to reduce classified staff due to lack of funds, lack of work, abolishment of positions or building closures, the following procedure shall govern such layoffs:
 - A. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire, or otherwise vacate a position.
 - B. Prior to the Board instituting such reductions in the classified staff, the Board or its designee(s) and the Union or its designee(s) shall meet to discuss the reductions.
3. Except as provided in the following paragraph, in any reduction, the concept of job classification seniority shall prevail. Seniority shall be determined by the employee's most recent date of hire with the Board in a particular job classification (for reduction in force purposes only). Board-approved leaves of absence shall not constitute an interruption of continuous service, but such time on a leave of absence shall not be included in the calculation of seniority. In case of identical seniority, the provisions for a tiebreaker in the Seniority Article will be used.

If the application of classification seniority results in a member of the bargaining unit having greater system seniority being laid off, system seniority shall prevail over classification seniority, if such member cannot bump into another classification.

4. When it has been determined that a reduction is necessary, either system-wide, or within a classification, temporary or new employees in an initial probationary status shall be laid off first. Additional reductions shall begin with the least senior employee in any classification, in order of seniority until the reduction is complete, except as provided in 3 above.

5. Any employee affected by such a reduction, whether directly or indirectly, shall be granted bumping rights.
6. Bumping shall be exercised on the basis of system seniority as set forth in the Seniority Article and present pay range. Any employee affected by such reduction may bump a less senior employee in another classification for which he/she is qualified as determined by the Superintendent or his/her designee based solely upon the necessary qualifications in the job description and posting. In cases of a reduction of force due to abolishment of positions or building closures, an employee with higher classification seniority may bump a less senior (classification) employee within their classification.
7. For the purpose of reduction in force and determining bumping rights, there shall be established six (6) classifications as follows:
 1. Custodian
 2. Maintenance
 3. Cafeteria
 4. Bus Driver
 5. Aides
 6. Secretarial
8. Employees who retrogress under the provisions of this procedure to a lower pay range shall not be reduced in pay, but shall retain their current rate of pay, and remain frozen until such time as they return to their original or equivalent position or until the salary of the new position surpasses that which the employee was earning prior to the retrogression.
9. Thirty (30) calendar days prior to the effective date of any layoff, the Board shall prepare and post for inspection, in a conspicuous place, a list containing names, seniority dates and classification, and indicate which employees are to be laid off and a copy shall be sent to the Union President. Each employee to be laid off shall be given a thirty (30) calendar day advance written notice of the layoff with a statement advising the employee of his/her bumping and reinstatement rights.
10. Vacancies which occur during the period of a reduction in force shall be posted pursuant to Article 30 Filling of Vacancies. Vacancies remaining following the vacancy procedure shall be offered to or declined in writing by the employee standing highest on the appropriate reinstatement list for the classification in which such vacancy occurs before the next person on the list is considered. The employee shall be notified by personal service or by registered or Certified Mail addressed to the employee's last known address.

11. Any employee reduced in classification or laid off shall retain recall rights for a period of two (2) years during which time the Board shall not hire any new employee to any classification affected by a reduction until all employees within the classification who were reduced or laid off have been offered an opportunity to be reinstated. Reinstatement from the recall list shall be to the same or equivalent position and hours as previously held prior to layoff. However, an employee who may be offered lesser hours or a lesser position may refuse and shall not lose his/her standing on the recall list. If reinstated during this period, the employee shall resume all rights related to salary and fringe benefits. Notice of Reinstatement shall be made by personal service or by Registered or Certified Mail.

It shall be the responsibility of the laid-off employee to keep the Superintendent or designee informed of his/her current address. Failure of an employee to respond to a registered letter within ten (10) days after posting by the Superintendent to the last known address given by the employee shall be considered a decline of the position.

ARTICLE 33 **SERS PICK-UP**

The Board agrees with the Union to pick-up (salary reduction-restatement method) contributions to the School Employees Retirement System upon behalf of the employees in the bargaining unit.

The amount to be picked up and paid on behalf of each employee shall be the current statutory rate of the employee's compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.

ARTICLE 34 **JOB DESCRIPTIONS**

Management and the Union shall work together to update job descriptions as needed. Each bargaining unit member shall have access to a copy of his/her current job description. The Board shall not make substantial changes to a bargaining unit job description without agreement from the Union.

ARTICLE 35 **NEW TECHNOLOGY**

A. ELECTRONIC MONITORING:

Electronic monitoring devices shall not be used as evidence in employee disciplinary procedures unless the employer has reasonable justification to review the monitoring devices.

B. SPECIAL EDUCATION BUS DRIVER/SPECIAL EDUCATION BUS AIDE TRAINING:

An In-Service Program shall be developed for Bus Drivers and Bus Aides who drive a Special Education bus. Employees will be paid their regular hourly rate of pay for attendance at any Special Education Bus In-Service that occurs during a time a Driver and/or Aide would not regularly be paid.

ARTICLE 36
PERMISSIVE DAY OFF

Each bargaining unit member shall have one (1) permissive day off, to be taken the Friday after Thanksgiving. Bargaining unit members shall not be required to report to work on this day and shall receive one-half (½) of their regularly scheduled hours at their regular rate of pay. If an 11 or 12 month employee wishes to work that day, he/she shall work for no more than one-half (½) of their regularly scheduled hours and shall inform his/her immediate supervisor or building principal of the hours he/she intend to work.

ARTICLE 37
DUAL EMPLOYMENT

Effective upon ratification employees shall be awarded second positions within the School District in accordance with Article 30, Filling of Vacancies, provided the employee meets the following criteria:

- A. Complete all the requirements of the primary position.
- B. Work with the Administration in scheduling to assure that the jobs do not conflict.

Employees of the Cardington-Lincoln Local School District may hold other positions providing there is no conflict with their primary employment. For employees holding two positions prior to the effective date of this agreement, the Superintendent shall designate which position shall be considered their primary position. Such designation shall only be used for future bidding pursuant to this article.

ARTICLE 38
TRANSPORTATION

A. Bus Driver Responsibilities:

- 1. Conduct pre-trip safety check of his/her assigned school bus and complete and submit a log sheet of the same to the Bus Coordinator.
- 2. Accurately complete and submit mileage cards.

3. Inform the Transportation Supervisor or mechanic of any needed bus repairs or vandalism.
4. Submit updated typewritten route directions and student rosters on a yearly basis.
5. Duties on athletic or educational trips:
 - a. The driver must have a seating chart or list of passengers (adults and students) from the appropriate coach, advisor, teacher or sponsor prior to leaving on a trip. The seating chart or list must include each passenger's first and last name.
 - b. If feasible, the driver may leave to get a meal. The driver must notify the coach or teacher when he/she leaves and returns.
 - c. Personal business (i.e. shopping, etc.) is not permitted while on a trip. Except for subsection (b) above, the driver is to be on the bus or with the group, which ever is appropriate at the time.
 - d. At the end of each trip, the bus must be clean (floors swept, trash can emptied) and the bus must have no less than one-half (½) tank of fuel.

B. **Route Bidding:**

1. In the event a route comes open due to the death, retirement, resignation, bidding and awarding of a new route/position, or creation of a new route, the route shall be posted for five (5) working days. The posting will include the hours of the route. Current drivers in the bargaining unit shall have the first option to bid for the posted route. The senior bargaining unit member who bids on the route shall be awarded the posted route.
2. **Utility Routes:**
 - a. Utility routes shall be filled with the interested driver with the highest seniority.
 - b. No driver may hold more than one utility route unless no other driver bid on the route.
 - c. A utility route shall be defined as any route other than a regular route or "trips" as described below.
3. There shall be no annual bidding of routes.
4. A "regular route" shall be defined as a route within the district transporting K-12 students from home to school to home.

C. **Scheduling for known athletic and other scheduled trips:**

1. Scheduling shall occur on a seniority rotation basis creating a year-to-year continual process.
2. Scheduling shall occur in three (3) scheduling sessions: one scheduling period for fall events, one for winter events and one for spring events. Any additional trips shall be made available by roster at the Transportation Supervisor's desk and shall be bid using the seniority rotation basis.
3. A driver may pass on a trip, but in doing so, he/she forfeits his/her turn on rotation.
4. Only OAPSE bargaining unit school bus drivers shall drive the school buses, for field trips and/or equipment for the field trip that is loaded or unloaded by students or teachers.— In the event no bargaining unit driver accepts or no bargaining unit driver is available to drive said trips, the school board may find a non-bargaining unit driver to take such trips.—

D. **Driver Cancellations:**

1. A driver who cancels two (2) scheduled trips without cause (illness, family emergency) within any one scheduling period shall be skipped once in rotation in the next scheduling session.
2. For each additional cancellation in any one scheduling period, the driver shall be skipped once in rotation in the next scheduling session.

E. **Pay Procedures for Continuous Driving Routes:**

1. "Continuous driving routes" are routes that begin and end at one location and are without interruption in driving duties.
2. Continuous driving routes shall be paid on the basis of total daily actual driving time to the nearest tenth of an hour, along with one (1) hour pay per day for pre-trip inspection, bus fueling, bus cleanliness, viewing bus video, completing paperwork and student bus-discipline related meetings, as they may pertain.
3. Driving time shall begin when the driver leaves the parking facility and shall end when the driver parks the bus at the conclusion of the route.
4. Actual driving time used to compensate drivers for the school year shall be determined by averaging the total driving time reported on three (3) morning and afternoon Time and Distance reports. These reports will be completed by the end of the third week of September each school year.

5. Special consideration will be made for road detours that cause a significant time impact on any route.
6. Bus drivers shall be paid an additional fifteen (15) minutes in order to warm-up a bus on a weekend field trip when the temperature is below freezing, if they choose.

F. **Pay Procedures for Mid-Day Kindergarten Routes:**

1. Mid-day kindergarten bus route drivers shall be paid a minimum of one and one-half (1.5) hours per day at the driver's respective hourly rate of pay.

G. **Zone Driving Hours:**

- Zone 1: Minimum three (3) hours: one (1) hour driving time, two (2) hours sitting time
- Zone 2: Minimum two (2) hours driving time, remainder sitting time
- Zone 3: Minimum three (3) hours driving time, remainder sitting time
- Zone 4: Minimum four (4) hours driving time, remainder sitting time
- Zone 5: (Same day trips): Driver rate of pay for all hours; there shall be no Zone 5 trades.

H. **Pay Procedures for Athletic and Field Trips:**

1. For destinations in Zones 1-4, drivers shall be paid their respective driver's rate, plus a "sitting wage" equivalent to current minimum wage for all other hours associated with the trip.
2. For destinations in Zone 5, drivers shall be paid their respective driving wage for all hours involved.

I. **Trip Cancellations:**

1. In the event a trip is cancelled and the driver arrives at the lot without prior notification, the driver will be paid a three (3) hour minimum at his/her driving rate.
2. A trip which is cancelled with prior notification to the driver and which is subsequently rescheduled shall be offered first to the driver originally assigned the trip.
3. In the event a trip is cancelled with prior notification to the driver and which is not rescheduled, the driver originally assigned to the trip will have the first opportunity to take the next after school or weekend trip that becomes available.

J. **Overnight Trips with School Vehicles:**

1. Drivers will be given forty-eight (48) hours advance notice for overnight trips. Expense money will be reimbursed upon submission of receipt to the Treasurer.
2. On overnight or longer athletic or field trips involving transportation of students, the vehicle will be driven only by an OAPSE Bargaining unit school bus driver.
3. This worker will be paid at the usual and proper regular or overtime rate for those hours for which he/she and the vehicle are on call and demand. These hours would normally exclude the time between the last call on the Driver and vehicle at the end of one day, and the first call on services the next day.
4. The Driver shall be reimbursed up to \$50.00 per night for lodging expenses. The driver is to be lodged at the same establishment as the group of students he/she is transporting. The driver shall not be required to stay in the same room as any of the students, coaches or chaperones.

ARTICLE 39
UNIFORMS AND TOOLS

The Employer agrees to furnish such gear and/or tools as may be necessary for safe operation and performance of duties.

The Employer shall reimburse maintenance and custodial employees who are required to work outdoors for coveralls, up to a maximum of one-hundred (\$100.00) once every three (3) years and shall provide boxes of surgical gloves to all Classified Employees, and clean-up packets on all buses all year.

The Employer shall reimburse Maintenance classifications twenty-five (\$25.00) dollars per month for work-related cell phone usage upon the monthly submission of the front page of the employee's cell phone bill.

ARTICLE 40
INSURANCE

The Board will provide each Bargaining Unit Member with the following:

- A. Twenty thousand dollars (\$20,000) life insurance, accidental death and dismemberment policy at no cost to the Bargaining Unit Member. The member shall have the opportunity to purchase up to an additional \$20,000.00 of coverage at the Bargaining Unit member's expense.
- B. Employees who are contracted for fifteen (15) or more hours per week and all bus drivers employed as of July 1, 2009 are eligible for health insurance. These employees shall pay monthly health insurance premiums as follows:

Single Employees hired before 9/1/02	100% Board Paid
Single Employees hired after 9/1/02	90 % Board Paid- 10% Employee Paid
Family Plan	80% Board Paid- 20% Employee Paid

- C. The Board shall provide to each Bargaining Unit Member and his/her eligible dependants 100% of Board paid Dental insurance.
- D. The Board shall provide to each Bargaining Unit Member and his/her eligible dependants 100% of Board paid vision insurance.
- E. At the request of either party, a committee will be established to study alternatives for health insurance coverage.
- F. Parties agree to implement \$10.00/\$20.00/\$30.00 prescription co-pays.
- G. The Board shall fund a Section 125 plan for each covered employee to cover single/family deductibles (single=\$250.00 family-\$500.00). The Board shall reimburse covered employees through the healthcare reimbursement fund on a quarterly basis based on the deductible usage report from the plan administrator. The provision sunsets on June 30, 2010, (explanation attached).(plan summary attached). Should the Cardington-Lincoln Faculty Association negotiate Board reimbursement through the Section 125 plan for the 2010-2011 school year, employees in the bargaining unit shall receive the same level of reimbursement.

ARTICLE 41

WAGES

- A. Effective upon this agreement's ratification by both parties, employees in the bargaining unit shall receive a 0% base salary increase and shall be frozen at the step on the salary schedule they were receiving for the 2010-2011 school year.

Effective July 1, 2012, employees in the bargaining unit shall receive a 0% base salary increase and shall progress two (2) steps on the salary schedule in order to "catch-up" on the Steps. Employees shall move accordingly if they are only eligible to move one (1) step or zero (0) steps because they are at or near the top of the salary schedule.
- B. Effective July 1, 2007, step 14 shall be added to all classifications, approximately 2% higher than prior step.
- C. Salary schedules shall be attached to this negotiated agreement.
- D. Employee pay shall be direct deposited.
- E. The Board shall reimburse all bargaining unit members for one-half (1/2) of the lowest available cost(s) associated with the mandatory FBI and BCI background checks for

those results that allow the bargaining unit member to remain employed. The bargaining unit member shall supply a receipt for his/her completed background check along with a pre-approved reimbursement form.

ARTICLE 42 **SUCCESSOR CLAUSE**

In the event that a merger, consolidation or reorganization of any type results in employees of a different School District being employed by this Board, the terms and conditions of this Agreement shall be binding on those employees being transferred to this School District.

In the event that Members of this Bargaining Unit are employed by another Employer because of merger, consolidation, or reorganization of any type, the terms and conditions of this Agreement will be binding upon all members of the resulting Bargaining Unit.

Before any merger, consolidation or reorganization is effectuated, the Board shall notify the Union, in writing, at least sixty (60) days in advance or as soon as possible of any contemplated merger, consolidation or reorganization.

The employees covered by this Agreement shall not suffer loss of benefits provided herein as a result of any merger, consolidation or reorganization whether affected voluntarily or by operation of Law.

ARTICLE 43 **CONTRARY TO LAW**

If any section(s) of this Agreement is in conflict with Federal or State law, then that section is null and void while those sections that are not in conflict with Federal or State law remain in full force. Any section(s) found to be in conflict with Federal or State law shall be renegotiated in compliance with the negotiation procedure of this Agreement.

ARTICLE 44 **FAIR SHARE FEE**

- A. Payroll Deduction of Fair Share Fee
For any bargaining unit member(s) hired after July 1, 2011, the Board shall deduct from the pay of unit members who elect not to become or to remain members of OAPSE a fair share fee for the representation of such non-members each school year. (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to OAPSE's work in the realms of collective bargaining.)

- B. Notification of the Amount of Fair Share Fee
Notice of the amount of the annual fair share fee (which shall not be more than 100% of the unified dues of OAPSE) shall be transmitted by the OAPSE State Office to the Board Treasurer in the same manner this information is relayed regarding Article 7. of this

Agreement each year for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the OAPSE State Office.

C. Schedule of Fair Share Deductions

Payroll deductions shall be in the same manner as outlined in Article 7, Section 3, of this Agreement, where applicable. However, an employee is not required to give his/her signature for the process of deductions to begin nor can a 'Fair Share Fee Payer' withdraw from paying his/her Fair Share as described above in Section A, of this Article.

D. Payroll deductions shall occur immediately following the Probationary Period. Deductions shall simply continue in the case of an employee who timely withdraws his/her membership from OAPSE.

E. The Board Treasurer shall notify the OAPSE State Treasurer of the gross salary of the employee based on W-2 information and the amount of dues to be deducted as required by the OAPSE State Constitution. The Board Treasurer shall forward to the OAPSE State Treasurer the amount of the State dues, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the Local Treasurer.

F. Procedure for Rebate

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

G. Entitlement to Rebate

Non-members may apply to OAPSE for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by OAPSE.

H. The Union shall defend and indemnify the Board, the Treasurer, their Officers, Members, and Agents and Assignees in both their individual and official capacities and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses that may arise out of or by reason of the action taken by the Board, its Officers, Member Employees and/or Agents for the purpose of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments, furnished under any of such provisions. The Union shall retain control of and appointments of Legal Counsel for defense and indemnification purposes.

ARTICLE 45
DURATION

This Agreement shall be effective upon ratification by both parties and shall continue in full force and effect until midnight, June 30, 2013.

Signed and entered into this _____ day of _____.

FOR THE UNION:

James H. Galligan
Carl Haedwick Sr.
Debra Newsome
Paul A. Dora
John B. Ford
Louise J. Matthews
Tracy J. Franky

FOR THE BOARD:

[Signature]
Marilyn Davis
Tommy Beach
Jim L. Clugni
Pat Clark
Sandra [Signature]
C. Popelka

**School years
11-12 & 12-13**

Head of

Maintenance
(Jul 1 - Jun 30)

**BASE
SALARY** **\$38,380**

0	1.0000	\$38,380
1	1.0874	\$41,734
2	1.1272	\$43,262
3	1.1670	\$44,789
4	1.2068	\$46,317
5	1.2466	\$47,845
6	1.2864	\$49,372
10	1.3262	\$50,900
11	1.3660	\$52,427
12	1.4058	\$53,955
13	1.4456	\$55,482
14	1.4854	\$57,010

BUS DRIVERS **\$12.75**

0	1.0000	\$12.75
1	1.0742	\$13.69
2	1.1014	\$14.04
3	1.1286	\$14.39
4	1.1558	\$14.73
5	1.1830	\$15.08
6	1.2102	\$15.43
10	1.2374	\$15.77
11	1.2646	\$16.12
12	1.2918	\$16.47
13	1.3190	\$16.81
14	1.3462	\$17.16

Hourly pay for hours driven for 184 days per year

Secretaries
(Aug 1 - Jun 30)

\$11.59

0	1.0000	\$11.59	\$22,067
1	1.0828	\$12.55	\$23,895
2	1.1173	\$12.95	\$24,656
3	1.1518	\$13.35	\$25,417
4	1.1863	\$13.75	\$26,179
5	1.2208	\$14.15	\$26,940
6	1.2553	\$14.55	\$27,701
10	1.2898	\$14.95	\$28,462
11	1.3243	\$15.35	\$29,224
12	1.3588	\$15.76	\$29,985
13	1.3933	\$16.16	\$30,746
14	1.4278	\$16.56	\$31,508

8 hours daily 238
days

MAINTENANCE
(Jul 1 - Jun 30)

\$12.16

0	1.0000	\$12.16	\$25,391
1	1.0828	\$13.17	\$27,493
2	1.1173	\$13.59	\$28,369
3	1.1518	\$14.01	\$29,245
4	1.1863	\$14.43	\$30,121
5	1.2208	\$14.85	\$30,997
6	1.2553	\$15.26	\$31,873
10	1.2898	\$15.68	\$32,749
11	1.3243	\$16.10	\$33,625
12	1.3588	\$16.52	\$34,501
13	1.3933	\$16.94	\$35,377
14	1.4278	\$17.36	\$36,253

8 hours daily 261 days

CUSTODIAL
(Jul 1 - Jun 30)

\$11.65

0	1.0000	\$11.65	\$24,315
1	1.0742	\$12.51	\$26,120
2	1.1014	\$12.83	\$26,781
3	1.1286	\$13.14	\$27,442
4	1.1558	\$13.46	\$28,104
5	1.1830	\$13.78	\$28,765
6	1.2102	\$14.09	\$29,426
10	1.2374	\$14.41	\$30,088
11	1.2646	\$14.73	\$30,749
12	1.2918	\$15.04	\$31,411
13	1.3190	\$15.36	\$32,072
14	1.3462	\$15.68	\$32,733

8 hours daily 261 days

AIDES

\$10.06

0	1.0000	\$10.06
1	1.0828	\$10.89
2	1.1173	\$11.24
3	1.1518	\$11.59
4	1.1863	\$11.93
5	1.2208	\$12.28
6	1.2553	\$12.63
10	1.2898	\$12.97
11	1.3243	\$13.32
12	1.3588	\$13.67
13	1.3933	\$14.02
14	1.4278	\$14.36

Hourly pay for 185 days per year

HEAD COOKS

\$9.51

0	1.0000	\$9.51	\$12,315
1	1.0850	\$10.32	\$13,362
2	1.1230	\$10.68	\$13,830
3	1.1610	\$11.05	\$14,298
4	1.1980	\$11.40	\$14,754
5	1.2360	\$11.76	\$15,222
6	1.2740	\$12.12	\$15,690
10	1.3120	\$12.48	\$16,158
11	1.3490	\$12.83	\$16,614
12	1.3870	\$13.20	\$17,082
13	1.4250	\$13.56	\$17,550
14	1.4630	\$13.92	\$18,018

7 hours daily, 185 days per year

ASST COOK

\$9.28

0	1.0000	\$9.28
1	1.0850	\$10.07
2	1.1230	\$10.42
3	1.1610	\$10.78
4	1.1980	\$11.12
5	1.2360	\$11.47
6	1.2740	\$11.83
10	1.3120	\$12.18
11	1.3490	\$12.52
12	1.3870	\$12.87
13	1.4250	\$13.23
14	1.4630	\$13.58

MEMORANDUM OF UNDERSTANDING

For the term of this agreement, Transportation Article, C (4) shall not apply to Neil Swonger, FFA teacher, when he drives his FFA class during school hours.

NAME _____

DATE _____

**APPLICATION FOR BENEFITS
OF
OAPSE LOCAL #687 SICK LEAVE BANK**

I hereby request that the OAPSE Local # 687 Sick Leave Bank committee authorize my use of up to 30 days of emergency sick leave from the OAPSE LOCAL #687 Sick Leave Bank

I have read and understand all provisions of the OAPSE LOCAL #687 Sick Leave Bank article and I agree to abide by all provisions in their entirety.

Signature _____
Employee or representative

Date _____



RESPONSE OF SICK LEAVE BANK COMMITTEE

After reviewing the information and documents relating to the extended illness of the applicant, the OAPSE Local # 687 Sick Leave Bank committee has:

_____ Approved the use of Sick Leave Bank days.**

_____ Denied the use of Sick Leave Bank days.

**The Sick Leave Bank committee hereby authorizes _____

_____ to use _____ days of the

Sick Leave Bank leave.

Memorandum

To: Barry Dutt, AD and bus drivers
From: Pat Drouhard
Subject: Authorized Passengers for non-routine bus trips
Date: September 21, 2009

The question was asked of me whether family members were permitted to ride school buses to events (Nearly always athletic events).

As a general rule, family members are not permitted to accompany drivers on trips. However, there is an exception. If the family member is an adult (over age 18) and he or she is appointed as a chaperone, the family member may accompany the driver.

So, if a driver or coach wishes to have an adult family member accompany the bus to an event, please be sure that "chaperone status" is cleared with the AD, coach or advisor.

**MEMORANDUM OF UNDERSTANDING
(MOU)**

This memorandum of understanding is entered into between the Cardington-Lincoln Local Board of Education (herein the "Board") and the OAPSE #687 (herein the "OAPSE") and is effective for the 2011-2012 and 2012-2013 school year.

Bargaining unit member (*Bonnie Carsner*), hereby agrees to drive the Special Education "Step by Step" Route without benefit of the provision found in Article 38 (E)(2) of the collective bargaining agreement. The time for this route will be one hour for the 2011-2012 school year as established by "time and distance" procedures in Article 38 (E)(4). "Time and Distance" for 2012-2013 will be re-established under the same provision. In the event that the time increases by more than 30 minutes in the 2012-2013 school year, the MOU may be voided upon written request from OAPSE within seven days of Board approval of "Time and Distance".

It is agreed and understood by all parties that this MOU is non-precedent setting. It shall not be used in evidence, referred to or otherwise introduced in any subsequent proceeding, except for the purpose of enforcing the terms and conditions of this MOU.

This MOU contains the entire agreement between the parties as to the matters set forth above and satisfies any and all bargaining rights the parties had in this proceeding without reservation. There are no other understandings or agreements between the parties in relation thereto, oral or otherwise, except as herein expressly set forth. Any and all modifications of the master contract pursuant to this memorandum of understanding are to be narrowly construed and shall not impact other provisions of the contract.

In entering into this MOU, all parties represent that they have completely read all terms hereof; that they fully understand and voluntarily accept all such terms; that they have been fully represented in this proceeding; that they waive any and all rights they may currently or subsequently possess to obtain any reparation, restitution or redress as a result of this MOU other than to enforce the terms of the MOU; and that they have current capacity and/or authority to enter into this Agreement.

C. Toft
For the Board

12.2.2011
Date

Carl Hardwick Dir.
For the Association

12-2-11
Date

Bonnie Carsner
Bargaining unit member

12-4-11
Date

EMPLOYEE'S COMMENTS:

The intent and goal of the performance assessment system is to:

1. Promote employees' job satisfaction and morale by providing necessary feedback regarding their work performance;
2. Improve employee effectiveness;
3. Enhance communication between employees and supervisors concerning mutual expectations and needs;
4. Assess training needs and plan future training activities.
5. This performance evaluation is not to be utilized as a disciplinary tool.

Supervisor's signature indicates this evaluation represents his/her best judgment of the employee's performance.

Supervisor/Title	Date	Principal/Administration	Date

Employee's signature indicates this evaluation has been discussed with him/her, and he/she has received a copy. Employee's signature does not necessarily imply agreement with the evaluation.

Employee/Title	Date

Copies distributed to: ___ Employee ___ Supervisor ___ Principal ___ Board Office

Memorandum of Understanding

This memorandum of understanding is entered into between the Cardington-Lincoln Local Board of Education and OAPSE Local 687 regarding the master agreement effective from July 1, 2009 through June 30, 2011.

In reference to Article 24-A-9-h Sick Leave Bank Limitations: It is understood that the maximum number of days granted to an employee or employees at any given time may not exceed the total number of days in the Sick Bank.

Patricia Snowbird
For the Board

Oct. 1, 2009
Date

Carl Hardwick
For OAPSE

Oct. 2, 2009
Date

Paul A. Power
For OAPSE

1 October 09
Date

Confidential

**CARDINGTON – LINCOLN LOCAL SCHOOL DISTRICT
EMPLOYEE PERFORMANCE EVALUATION**

Employee's Name _____ Title _____

Location/Building _____ Evaluation Period from _____ to _____

Instructions: Check the most appropriate level in the space provided.

1. Well-Functioning 2. Need improvement 3. Not/Applicable

	1	2	3
1. Has knowledge of the work expectations and can perform the duties of the job independently.	—	—	—
2. Maintains an acceptable work standard.	—	—	—
3. Accepts responsibility for assigned tasks, related actions, equipment, And tools authorized to employee.	—	—	—
4. Exhibits a positive attitude toward work; accepts suggested Procedural changes willingly, meets varying workload demands And can cope with normal job pressures.	—	—	—
5. Requires only general instructions or direction, formulates Appropriate solutions to normal assignments or problems.	—	—	—
6. Works well with others; sensitive to the needs of others, an effective Team worker.	—	—	—
7. Reports to work at the assigned time and remains on the job for the Assigned duty period; provides proper notification if absent.	—	—	—
8. Complies with established work rules, district policies and regulations.	—	—	—
9. Performs assigned tasks in accordance with established safety practices.	—	—	—

SUPERVISOR'S COMMENTS: _____

NAME _____

DATE _____

**APPLICATION FOR BENEFITS
OF
OAPSE LOCAL #687 SICK LEAVE BANK**

I hereby request that the OAPSE Local # 687 Sick Leave Bank committee authorize my use of up to 30 days of emergency sick leave from the OAPSE LOCAL #687 Sick Leave Bank

I have read and understand all provisions of the OAPSE LOCAL #687 Sick Leave Bank article and I agree to abide by all provisions in their entirety.

Signature _____
Employee or representative

Date _____

RESPONSE OF SICK LEAVE BANK COMMITTEE

After reviewing the information and documents relating to the extended illness of the applicant, the OAPSE Local # 687 Sick Leave Bank committee has:

_____ Approved the use of Sick Leave Bank days.**

_____ Denied the use of Sick Leave Bank days.

**The Sick Leave Bank committee hereby authorizes _____

_____ to use _____ days of the

Sick Leave Bank leave.

10 May 2012

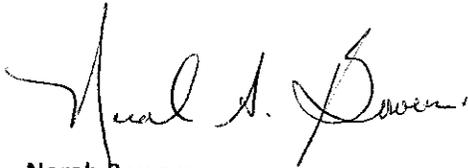
Mrs. Roberts,

I am writing to inform you of OAPSE Local 687 stand for the extended year bus route for the autistic unit.

We are willing to use the current time and distance that was set up for the 2011-2012 school year, however we ask that ½ hour a day be added for both pre-trip and post-trip inspections.

We are also asking that this be on a weekly rotation basis.

Thank You,



Norah Bowers

Labor Management, OAPSE Local 687

*This agreement is acceptable
C. F. Tetlow 5.15.2012*

**MEMORANDUM OF UNDERSTANDING
(MOU)**

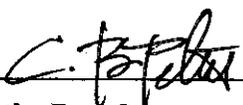
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This MOU contains the entire agreement between the parties as to the matters set forth above and satisfies any and all bargaining rights the parties had in this proceeding without reservation. There are no other understandings or agreements between the parties in relation thereto, oral or otherwise, except as herein expressly set forth. Any and all modifications of the master contract pursuant to this memorandum of understanding are to be narrowly construed and shall not impact other provisions of the contract.

In entering into this MOU, all parties represent that they have completely read all terms hereof; that they fully understand and voluntarily accept all such terms; that they have been fully represented in this proceeding; that they waive any and all rights they may currently or subsequently possess to obtain any reparation, restitution or redress as a result of this MOU other than to enforce the terms of the MOU; and that they have current capacity and/or authority to enter into this Agreement.



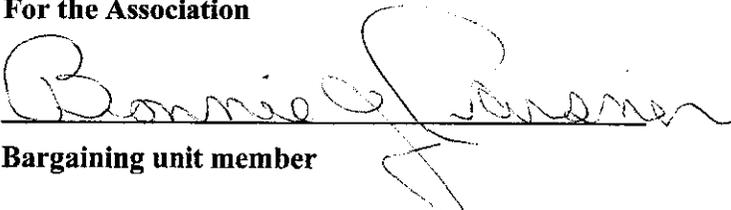
For the Board

12.2.2011
Date



For the Association

12-2-11
Date



Bargaining unit member

12-4-11
Date