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STATE EMPLOYMENT RELATIONS BOARD
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# AGREEMENT

# BETWEEN

# THE SOUTHERN LOCAL SCHOOLS BOARD OF EDUCATION

# And

# OAPSE/AFSCME LOCAL 4/AFL-CIO AND ITS LOCAL #640

OAPSE/AFSCME Local 4/AFL-CIO

## EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2015

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## ARTICLE 1
## RECOGNITION

The Southern Local Board of Education (hereinafter the "Board" recognizes the Ohio Association of Public School Employees/AFSCME, AFL-CIO and Local Chapter #640 (hereinafter the "Union") as the sole and exclusive bargaining representative for classified employees of the Board, including: Bus Drivers, Custodians, Cooks, Secretaries, D.P.P.F. Aides, Special Education Aides, Library Aides, Housekeepers, Secretarial Aides, Technology Asst., and any Bus Mechanics other than Bus Mechanic/Supervisor.

New positions to be classified as to certified, non-certified, or administrative at time of origin.

Excluded from the Union's bargaining unit are: Temporary, Casual and/or Seasonal Employees, the Secretary to the Superintendent, Treasurer, the Assistant to the Treasurer, and Bus Mechanic/Supervisor.

Temporary Employee Definition:

1. In addition to a bargaining unit employee to assist.
2. Temporary employees' use is sporadic.

Temporary employees shall not be used to fill a bargaining unit vacancy.

## ARTICLE 2
## PRINCIPLES

2.1 The Board and the Union shall do everything required to comply with all State and Federal regulations.

2.2 If any portion of this Agreement is in violation of Statute, then only that portion in disagreement shall be considered null and void, and the Board and the Union shall meet as soon as possible to revise that portion to meet the set standards.

2.3 There shall be no discrimination or intimidation by the Board or the Union against any employee as a result of an employee's race, color, creed, sex, age, national origin, sexual orientation, disability and religion or membership or non-membership in the Union.

## ARTICLE 3
## NEGOTIATION PROCEDURE

3.1 Either party may request the opening of negotiations no less than sixty (60) days prior to the expiration of the contractual Agreement by serving a written notice to negotiate to the other party. However, either party may request the opening of negotiations between one hundred and twenty (120) days and ninety (90) days prior to the expiration of the contract serving written notice of the desire to commence negotiations.

3.2 Both parties shall put all their proposals on the table at the first meeting. No additional items may be introduced for negotiations after the initial submission unless mutually agreed to by both parties.

3.3 Neither party shall have the authority over the selection of the other parties bargaining team. Each party may be represented by no more than six (6) members by the Board and for the Union one member from each classification, the Local President and a Representative from OAPSE State Office.

3.4 Those matters which are negotiable shall include but are not be limited to wages, hours, fringe benefits and working conditions.

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

3.6 As agreement is reached on items, such items shall be initialed by both parties. When a full tentative agreement is reached, it shall be presented to the Union Membership and the Board of Education for ratification within thirty (30) days of such tentative agreement, it shall be presented to the Union Membership for ratification within fifteen (15) days of such tentative agreement. The Board shall act within ten (10) days only if the Union ratifies the agreement.

At the Board meeting, if the agreement is ratified by the Board it shall be signed and finalized. Within thirty (30) days of such ratification of both parties, the Board shall be responsible to provide a finalized copy of the agreement to the parties. The Association shall print copies of the final and signed agreement to all bargaining unit members and provide the Board with fifteen (15).

3.7 Either party shall have the authority to declare the negotiations at an impasse. When an impasse is declared, the services of the Federal Mediation and Conciliation Service shall be utilized. If an impasse is declared it is with the understanding that all issues not previously agreed to shall be submitted to the Mediator.

3.8 No release of information shall be made to the media by either party, unless mutually agreed to. All negotiations held between the Board and the Union shall be held in closed sessions.

3.9 No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Members of both parties agree to conduct themselves in a professional and non-personal manner.

## ARTICLE 4
## LABOR MANAGEMENT COMMITTEE

4.1 The Board and the Union agree to meet and discuss issues other than those in the Agreement.

4.2 Such meetings shall take place three times a school year; however, if an emergency situation occurs, additional meetings may be scheduled. The Labor Management Committee shall consist of three (3) members from management and three (3) members from the Union. A list of the members shall be exchanged by the parties by September 30 of each school year. The Local Union President and the Superintendent or his/her designee will schedule the three (3) meetings at the time of the membership exchange.

4.3 Association members shall be paid their regular wages while attending meetings, if meetings take place during their regular working hours.

## ARTICLE 5
## DISCIPLINE PROCEDURE

5.1 No bargaining unit member shall be disciplined for other than JUST CAUSE. This Article shall supersede the Ohio Revised Code Sections in 3319 pertaining to discipline.

5.2 Just cause shall be defined as any of the following reasons listed in Ohio law: violation of written rules and regulations as set forth by the board of education or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance.

Just cause shall include investigation, proof, and equal treatment. The employee shall be given notice of the charges as described in 5.3 below.

Based upon the severity of the situations, disciplinary action may follow the steps outlined below:

A. Verbal Warning – First Offense
B. Written Warning – Second Offense
C. Suspension of up to 3 days – Third Offense
D. Discharge – Fourth Offense

5.3 No bargaining unit employee shall receive a discipline without first having had a hearing with the Superintendent (or his/her designee) and a Union representative of his/her choice if so requested. The employee shall be given a written statement containing the charge(s), and the time and place of the hearing. The notice shall also notify the employee of his/her right to Union Representation. For the purpose of acknowledging receipt only, the employee shall sign and date the statement.

5.4 When an employee signs the statement, it shall not be considered a waiver of his/her rights and/or acknowledgment of any truth and/or statement contained in the disciplinary action set forth upon the member.

5.5 All discipline records shall be kept separately from the employee's personnel file and shall be subject to the same rules and confidentiality as the personnel file except that written grievance resolutions and arbitration awards shall not be kept confidential.

5.6 The Board maintains the right to suspend, with pay, any employee whenever the health and welfare to students or other employees is endangered by the continued presence to the employee in the school district, subject to review and investigation.

5.7 After four (4) years from the date of infraction, the reprimand and/or disciplinary action shall be removed from the employees personnel file.

## ARTICLE 6
## GRIEVANCE PROCEDURE

6.1 The following definitions and terms apply to this Article:

A. A "grievance" is a claim by an employee(s) or the Union that the Board or an administrator has violated, misinterpreted, or misapplied a specific and express term of this written Agreement.

6.2 Time Limits

A. Any grievance not answered by the Administration within the time limit in that step shall be deemed advanced to the next level, unless the employee or Union indicates otherwise in writing.

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

6.3 An employee and/or employees may present grievances and have them resolved as long as the resolution is not inconsistent with the terms of the collective bargaining agreement in effect, and as long as a Union Representative has the opportunity to be present at the resolution.

6.4 No employee at any step of the grievance procedure shall be denied Union Representation, unless he/she so requests.

6.5 "Days" for the purpose of this Article and pertinent sections, and steps shall mean workdays.

6.6 Steps – the following procedure shall be used in processing a grievance:

<u>Informal Step</u>

Within fifteen (15) days of the occurrence or knowledge of the occurrence, which gives rise to the grievance(s) the employee and/or the Union shall present the grievance informally, to his/her supervisor and/or appropriate person. Within five (5) days after the presentation of the grievance, the supervisor or designated representative shall provide his/her answer in writing to the employee.

Formal Step 1

If the grievance is not satisfactorily resolved in the manner provided for in the informal step, the grievance shall then be reduced to writing and filed with the supervisor within ten (10) days of the answer from the informal step. Such written grievance shall be signed by the aggrieved employee, employees and/or the union stating the following information: The exact nature of the grievance, the acts or act complained of, when they occurred, who was involved, the provisions of the agreement claimed to be in violation, and the remedy sought. The supervisor shall give his/her answer in writing within five (5) days of the filing of the grievance.

Step 2

If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the employee may appeal to the Superintendent in writing within five (5) days of receipt of the supervisors answer in Step 1. The Superintendent shall hold a meeting with the employee(s) to discuss the grievance and possible resolution within five (5) days of the submission of the written notice of appeal.

Step 3 (Mediation)

If the grievance is not satisfactorily resolved in the manner provided for in Step 2 the parties shall jointly request the Federal Mediation and Conciliation Service to appoint a mediator to conduct a grievance mediation session. The mediator shall attempt to resolve the dispute and may make recommendations to the parties regarding the settlement of the dispute. The recommendations of the mediator are not final or binding and any settlement of the grievance at this step shall be based upon the mutual agreement of the parties. In the event the grievance is not resolved through the mediation process the Union reserves the right to advance the grievance to binding arbitration.

Step 4 (Binding Arbitration)

In the event that the dispute has not been satisfactorily resolved by the above steps of the grievance procedure, the Union may request arbitration by giving the Superintendent written notice of its intent to arbitrate, which must be received by the Superintendent within seven (7) days of the final mediation session. Within five (5) days of the notice of the intent to arbitrate the Union shall send a request for an impartial Arbitrator from the American Arbitration Association, requesting a list of nine (9) arbitrators. The parties shall select the arbitrator by the alternate strike method. Each party shall have the right to request a second list of arbitrators. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time, and place.

6.7 Power of the Arbitrator

The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, not to add to, detract from or modify language therein in arriving at a determination of any issue presented that is proper. The

arbitrator may consider the past practice of the parties as an aid in interpreting the terms of this written agreement.

6.8 The decision of the Arbitrator shall be final and binding on both parties.

6.9 The cost of the Arbitrator shall be paid by the losing party.

## ARTICLE 7
## UNION ASSOCIATION DUES DEDUCTION

7.1 The Board agrees to deduct, from the paychecks of all employees, Association dues. No other labor organization shall have the right to have dues deducted from the pay of bargaining unit members.

7.2 The authorization for payroll deduction of dues shall be irrevocable except that the authorization may be withdrawn during the ten (10) day notice period ending August 31st, of each year by executing written notice to the Treasurer of the Board and the local OAPSE Chapter President.

7.3 Association dues shall be deducted from the pay of employees in nine (9) equal deductions commencing in October and ending in June. Employees not previously enrolled on payroll deductions may commence deductions at any time during the above deduction period.

7.4 Association dues shall be forwarded by the Board to the Association State Treasurer each month along with a list of all employees for whom dues have been deducted. A list of all employees for whom dues have been deducted and the amount, shall also be sent to the OAPSE Local #640 treasurer each month.

7.5 Each employee covered by this Agreement, who fails to voluntarily acquire or maintain membership in the Association, shall be required as a condition of employment on or after the probationary period provided in this Agreement or sixty (60) days following the beginning of employment, or the effective date of this Agreement, whichever is later. To pay to the Association a fair share fee, which shall not exceed the dues paid by members of the Association who are in the bargaining unit covered by this Agreement; provided that any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee.

However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Association dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Sections 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the Association State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject the employee to the same sanctions as would non-payment of Union dues under the Agreement.

In the event the laws of Ohio governing union security are changed during the term of this Agreement to permit other forms of union security, the Employer agrees to meet with the Association, upon its request, for the purpose of negotiating a new union security provision to be incorporated in this Agreement. All agency shop fees and membership dues shall be payroll deducted.

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

7.6 The Board agrees to deduct from the wages of any employee who is a member of the Union, a Public Employees Organized to Promote Legislative Equality (PEOPLE) donation as provided for in a 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 the Board. The Board agrees to forward PEOPLE deductions to the Union State Treasurer each month along with a list of all employees for whom such deductions have been made.

## ARTICLE 8
## OAPSE LEAVE

The Board shall permit two duly elected delegates of OAPSE Local #640, leave of three (3) days to attend the OAPSE annual conference with pay. The Union shall give prior notification thirty (30) days in advance.

## ARTICLE 9
## JOB DESCRIPTIONS

9.1 The Union shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement at the beginning of each school year.

9.2 Prior to any change in any job description covered under this Agreement, OAPSE Local #640 shall be notified of any change anticipated and the effective date of such change.

## ARTICLE 10
## SENIORITY AND BIDDING

10.1 System seniority shall be defined as the uninterrupted length of service by an employee with the Board as computed from the most recent date of hire.

10.2 Classification seniority shall be defined as the uninterrupted length of service in a particular job classification as computed from the employee's most recent date of entry into that classification.

10.3 Authorized leaves of absence or leaves taken because of illness or injury sustained in the course of employment shall not constitute an interruption in service.

10.4 The OAPSE Local President shall be provided with an updated seniority list each year for all members in each classification.

VACANCIES, BIDS AND TRANSFERS

10.5 When a vacancy occurs in any classification, a bid shall be posted conspicuously in all school buildings, the bus garage, and placed in each bargaining unit member's school mailbox. The posting shall be open for a period of ten (10) working days. All bids shall be included in each employee's paycheck during the summer break. The bid shall include the job title, classification, work location, number of hours to be worked, rate of pay for the position per the negotiated agreement, job description and last date to bid on the position. A copy of each bid shall be sent to the OAPSE Chapter President. The ten (10) working day bidding period shall commence after all employees have been sent notification. Any bargaining unit member may request the vacancy by sending written notice (bid) to the Superintendent of Schools that includes the employee's name, current classification, address, phone number and the job for which the employee is applying.

10.6 The vacancy shall be awarded to the most senior employee within the appropriate classification within twenty (20) working days of the close of the bid.

10.7 In the event that no bid is received from employees in the classification where the vacancy exists, the employee with the greatest system seniority who submitted a bid shall be awarded the position, if he/she meets qualifications as stated in the job description. An employee who moves to a different classification, or moves from a part-time position to a position with more hours or full-time, will have a probationary period of forty-five (45) working days. Within this time period the employee shall have the right to return to his/her former position with no loss of seniority and/or pay. The Board will also have the right during this time period (45 working days), to return the employee to his/her former position. The Board must show valid reasons for returning the employee, which shall include a written evaluation within the first thirty work days setting forth any items that need improvement, and a follow-up evaluation by the forty-fifth work day indicating if the improvements have been made. An additional forty-five (45) work day period may be mutually agreed to in writing by the employee and the Supervisor after which the employee may be returned to his/her former position if an evaluation during that period shows the improvements have not been made. New hired employees of the Board shall serve a probationary period of six (6) months. In the case of identical seniority of two employees, the tie shall be broken by the following in the order stated: (1) Date of the Board meeting hiring the employee; (2) Date employee starts work with the Board; (3) Date of the written application; and (4) Coin toss.

10.8 An employee who is successful in changing job classifications shall carry with them the step he/she obtained on the old salary schedule to the new schedule.

10.9 The Board agrees not to fill a vacancy with a substitute for more than twenty (20) days from the first day a substitute works in a vacant position. At the end of twenty (20) days, the position will be posted or bid or abolished.

10.10 The Board agrees, that in the event of a situation which requires the use of a long-term substitute, consideration will be given to qualified current employees in filling the position for the duration of the leave.

## ARTICLE 11
## HOURS OF WORK AND OVERTIME

11.1 The normal work week for all regularly scheduled employees shall consist of five (5) consecutive days, Monday through Friday. However, the consecutive work days for a custodian may be scheduled on days other than Monday through Friday if needed, up to five (5) times per school year assigned on a rotating seniority basis, starting with the least senior custodian.

11.2 Any employee working more than 40 hours a week will be paid time and one-half (1 1/2) of his/her normal rate of pay.

11.3 Any employee who is called in to work from his/her home not in conjunction with their regularly scheduled work hours shall be paid a guaranteed minimum of two (2) hours, to be paid at his/her regular rate unless such time constitutes overtime.

11.4 If a need arises during an employee's work hours, a supervisor may require the employee to remain on the job to finish the work or the situation that has arisen. The immediate supervisor shall have the right to distribute the work among those employees who request it based on a rotating seniority roster. Additionally, the immediate supervisor will have the right to replace all absent bargaining unit members with substitutes.

11.5 For the purpose of computing overtime, sick leave, personal leave, and vacation days shall be counted as days worked.

11.6 The administration during the regular school year, reserves the right to approve and assign all overtime or extra duty equally on a rotation by seniority basis to those employees who request it, at the discretion of the administration. Calls regarding this overtime shall be made by a Computer Call system to each person who has requested overtime. Any employee desiring the overtime shall return the call. Employees at work when the Computer Call goes out will be contacted at work. A supervisor will prepare a list of those employees who return the call or indicate interest, rank them by seniority, and will contact those employees on a rotating seniority basis to offer the work. Overtime must be pre-approved by the immediate supervisor or his/her designee. No employee shall be paid for work which is not performed. In the event that an employee is inadvertently passed over for overtime or extra work, that employee shall have an opportunity to work the next time in the seniority rotation, unless it can be demonstrated that such act was arbitrary. In the event no employee accepts overtime, the least senior employee (classification seniority) may be required to work overtime. If the least senior employee is not available, the next least senior and so on may be required to work. The Board will have the right to schedule starting and ending time of all employees in a uniform manner and to designate the days of work and the number of work days.

11.7 The custodian employees shall at the direction of the building principal or the person in charge of any aspect to the extracurricular activity, perform required custodial duties as necessary for the extracurricular activity or special activity and additional job related duties as assigned by the designated principal or supervisor. Any catering service function done by Nutrition Inc. shall require cafeteria employee(s) to be on duty. A deposit will be required for outside groups and if the kitchen areas need cleaned, the employee(s) will be paid for additional time for the clean up.

11.8 The Board of Education may unilaterally create without prior bargaining with the Association a three shift and overlapping shift operation for the custodial staff during the term of this agreement.

EXTRA TRIPS

11.9 A. Bus Drivers who are interested in driving any extra trips shall sign a posted list at the Drivers meeting prior to the start of each school year and anytime thereafter during the school year. Employee's names shall be placed on the list by system seniority. New drivers may be added to the bottom of the list on their first day as a regular employee, and rotation will continue. The list will be posted at the Bus Garage. However, a bus driver will not be eligible for an extra trip that conflicts with his/her regular schedule route. Also, when drivers are added to the rotation list during the school year or as a new employee, the added drivers may not take away a trip from a driver who has already been assigned a trip.

B. All extra trips shall be rotated, in order of departure time, and distributed equally among the Drivers on the list. Any Driver who refuses a trip when it is their turn on the list, that trip shall count as a driven trip and the trip shall be offered to the next available driver on the list.

C. Assignment of the Driver to each trip will be made no more than seventy-two hours in advance of the trip's departure time.

D. If the driver next in rotation cannot be contacted or is on personal or sick leave, the trip shall be assigned to the next driver on the list. The unavailable driver shall be contacted the next available trip.

E. If, in an emergency, the supervisor is unable to contact the driver next in rotation the next driver will contacted. This process will continue until a driver is procured for the emergency trip.

F. Calls regarding extra trips that were not in the regular trip schedule and which are scheduled to occur within one week shall be made by a Computer Call system. The call from the system will go out to each person who has requested extra trips. Any employee desiring the extra trip shall return the call. A supervisor will prepare a list of those employees who return the call by seniority and will contact those employees in order of seniority to offer the work.

11.10 All drivers shall be paid at their regular hourly rate for actual drive time and at minimum wage for the remainder of the day trips and at minimum wage plus 25 cents per hour for the remainder of trips that start at 3:00 PM or after.

Meal allowance: Upon receipt, a field trip driver shall be reimbursed up to $7.50.

11.11 Pre-scheduled overtime opportunities for full-time bargaining unit members shall be rotated among such employees who normally perform the assigned work within their classification. Pre-scheduled overtime opportunities shall be posted two weeks in advance. Any such employee who rejects an overtime opportunity shall be placed at the end of the rotation schedule. Emergency overtime (i.e., those opportunities not scheduled at least one week in advance) is not subject to the rotation schedule, and shall be rectified by giving the affected employee priority placement on the rotation schedule in the future.

11.12 All seasonal work will be offered to bargaining unit employees by seniority in the following manner:

1. A questionnaire will be sent to employees and include all the job duties listed for the seasonal work.

2. Employees who are interested and willing to perform all of the job duties must fill out and turn in the questionnaire to the administration.

3. The Labor Management Committee will meet to determine who is qualified for summer work.

4. The work will be offered to the qualified senior employees based on a seniority rotation roster and so on down the seniority list.

5. The Labor Management Committee shall review the applications and determine who is qualified and selects the number of employees needed based on the Superintendent or his/her designee's recommendation based on the anticipated workload.

11.13 After the first two weeks of school, the bus drivers shall submit his/her actual route times which shall be adjusted to include one-half hour for cleanup, fueling and pre-trip inspection.

11.14 The Board will permit all non-certified personnel to have one break per day. The break shall be at the Board's expense and shall not extend beyond fifteen minutes for eight hour employees and ten minutes for less than eight hour employees. Break times and procedures shall be established by the respective supervisors. The employee may be called to work during the break and may thus loose the break opportunity without receiving additional pay. The employee may take the time lost on break at a later time during the day <u>with supervisor permission</u>.

## ARTICLE 12
## REDUCTION IN FORCE

12.1 No bargaining unit employee shall be laid off or have his/her work hours reduced because the Board contracted work outside the bargaining unit.

12.2 If it becomes necessary to reduce the number of employees in any job classification due to a lack of funds or lack of work such reductions shall be limited, in so far as practical, by attrition.

12.3 Twenty (20) days prior to a reduction in force, the Board shall notify the Local Union President of the upcoming lay-offs and the necessity for it. The Board shall also prepare a list of names, classifications, and seniority dates of all affected employees to be laid off.

Upon a reduction in force, all provisional and/or substitute employees shall be laid off first. All layoffs shall begin with the least senior employee and continue in reverse order of seniority. Any employee affected by the layoff may use his/her classification seniority to bump or displace any less senior employee who has less classification seniority within the classification of layoff.

If a reduction in force should occur and there is a case or cases where more than one employee has identical classification seniority, system seniority shall determine the order of layoff. If the system seniority is also identical the tie shall be broken by a coin toss.

12.4 Each employee to be laid off shall be given fifteen (15) days advance written notice which shall include the following:

A. Reason for the layoff;
B. Effective date of layoff; and
C. A statement advising the employee of his/her rights for unemployment benefits and his/her reinstatement rights.

12.5 Any employee who is laid off under the above provisions shall maintain his/her seniority and recall rights for a period of (3) three years from the date of the layoff. Employees shall be recalled in reverse order of layoff, with the most senior employee recalled first. Notice of recall to any employee shall be sent by the Board by certified mail, return receipt requested. A laid off employee shall have ten (10) working days from the date of receipt of such notice to accept or reject the recall. Any employee who declines recall shall be removed from the list.

12.6 An employee scheduled for layoff in one classification, who holds previous seniority in another classification, shall have the right to bump the least senior employee in the former classification providing he/she has greater seniority in that classification than the current least senior employee. The employee may not displace employees in a classification if the employee does not meet the minimum qualifications of the classification. The employee who elects to bump shall retain all rights to recall to the position in which the layoff occurred.

## ARTICLE 13
## CALAMITY DAYS

A calamity day shall be defined as a day when school closed because of an act of GOD, and/or emergency situation.

When a calamity day is declared, all bargaining unit employees shall be paid their calamity pay up to the number of days in each school year that are not required to be made up.

Any employee required to work on a calamity day(s) that is not required to be made up shall be paid their regular hourly rate for all hours worked in addition to the calamity day pay.

## ARTICLE 14
## CALAMITY LATE STARTS

If an employee is instructed or arrives to work prior to notification, to come in at his/her regular start time on a Late Start, such employee shall receive time and one-half his/her regular hourly rate of pay for the one or two hours plus his/her remaining regularly scheduled hours for that day.

When a one hour or two hour "late start" of the school day is indicated, employees will report at the regularly scheduled time unless instructed otherwise by their supervisor.

## ARTICLE 15
## EARLY DISMISSALS

When schools are dismissed early by the Superintendent, while in session, employees "may" be dismissed at the discretion of the Superintendent or designee. If employees are dismissed early, they shall be paid their normal daily rate of pay. Employees retained by specific direction of the Superintendent will be paid their normal wage plus half time for hours worked during the normal work day. ***Hours accumulated beyond the normal work day for forty (40) hours per week employees will be paid according to overtime rates time and one half for hours worked during the normal day.***

## ARTICLE 16
## PERSONNEL FILES

16.1 Any bargaining unit member shall have the right to inspect his/her own personnel file, and shall have the right to copy and document anything that is placed in his/her file.

16.2 If any employee disputes the accuracy, timeliness, relevance, or completeness of documents in his/her file, he/she may request in writing that the Board investigate the current status of the information. The employee may submit a statement that he/she wants attached to the disputed documents. The statement shall be attached to the disputed documents.

16.3 When the Board places any document that is not confidential in nature in any employee's personnel file, they shall send a copy to the affected employee. When the employee signs

the said document in question, it shall not be considered a waiver of his/her right and/or an admission of guilt.

## ARTICLE 17
## OAPSE WORKSHOPS

17.1 The Board agrees to permit two (2) employees of the bargaining unit to attend OAPSE Workshops. In order to be paid for that day's work the employees must sign in at the beginning of the meeting.

## ARTICLE 18
## PHYSICAL EXAMINATION

18.1 The Board agrees that if any employee is required to have a physical examination, the Board shall pay the full cost of the examination and cover wages for time involved during regular working hours and pay travel allowance as per article 20.1.

## ARTICLE 19
## HOLIDAYS

19.1 All nine (9) and ten (10) month employees shall be entitled to the following holidays paid:

New Years Day
Christmas Day
Thanksgiving Day
Day after Thanksgiving
Martin Luther King Day
Memorial Day
Labor Day

All eleven (11) and twelve (12) month employees shall be entitled to the following holidays paid:

New Years Eve
New Years Day
Christmas Eve Day
Christmas Day
Day after Christmas
Thanksgiving Day
Day after Thanksgiving
Martin Luther King Day
Memorial Day
Labor Day
July 4th
Good Friday

19.2 Employees required to work on a holiday shall be paid at the rate of time and one-half (1 1/2) in addition to his/her holiday pay.

19.3 When a holiday falls on a Saturday or Sunday, it shall be honored on the days indicated on the district calendar.

## ARTICLE 20
## TRAVEL ALLOWANCE

20.1 Any bargaining unit member required to use his/her personal vehicle in the performance of job duties shall be paid the IRS mileage rate effective July 1 of each school year for all miles driven.

## ARTICLE 21
## SICK LEAVE

21.1 All bargaining unit members employed by the Board shall be entitled to fifteen (15) days sick leave per year which shall be credited at the rate of one and one-fourth (1 1/4) day per month.

21.2 Unused sick leave may be accumulated up to two-hundred and forty five (245) days per bargaining unit member.

21.3 Any newly hired employee, or any employee who has exhausted his/her sick leave shall be entitled to an advancement of five (5) days of sick leave prior to March 1 each school year, to be charged against the sick leave he/she subsequently earns.

21.4 All advanced sick leave shall be reimbursed by June of each school year.

21.5 The Board of Education shall continue to carry on payroll records, all employees whose sick leave accumulation has expired, provided they are on an approved leave of absence as a result of: illness, disability due to pregnancy, injury, exposure to contagious diseases that could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family, for the purpose of continued insurance coverage(s) which the employee may elect to maintain by making monthly payments in the amount of the monthly premium for medical, dental, vision, and/or other life insurance.

21.6 The general guidelines for bus drivers who wish to take sick leave is that the bus supervisor should be notified prior to 9:30 P.M. the night before or by 5:00 A.M. on the morning that the driver is ill.

21.7 Any employee who fails to turn in a leave form after being absent from work on one or more scheduled work days, will be docked pay for the day or days of absence until a proper leave form is turned in to the Treasurer's office. In case of emergency or hospitalization, the employee shall make arrangements to have the Treasurer's office notified of the emergency or hospitalization.

## ARTICLE 22
## PERSONAL LEAVE

22.1 Each bargaining unit member shall be granted three (3) unrestricted days of personal leave each year. Any person desiring to take personal leave must apply two (2) work days in advance except for emergencies in which case the employee shall give notice to his/her immediate supervisor at the earliest opportunity.

22.2 Personal days shall be counted as days worked for the purpose of computing overtime and fringe benefits.

22.3 Personal leave shall be used for the purposes that are accordance with policy and the statute.

22.4 Personal leave shall not be granted during the first two (2) weeks or the last two (2) weeks of school, except in emergency situations. No more than three (3) persons in the classified staff may take personal leave at the same time. Personal leave will not be granted on Mondays or Fridays during April or May.

22.5 Bargaining unit members who do not use any personal or sick days in a given fiscal year will receive an incentive payment of:

| Days Used Per Installment Period | Payment |
|---|---|
| 0 | $400.00 annual total |
| 1 | $300.00 annual total |
| 2 | $200.00 annual total |

For twelve-month employees, the amounts will be paid in one-quarter installments based on quarterly attendance; all other employees will be paid on one-third installments based on attendance: Beginning of their job calendar to November 30, December 1 to February 28 or 29, and March 1 to the end of their job calendar. All amounts will be computed by the Treasurer, which shall not be subject to the grievance procedure.

22.6 Any employee who takes less than 15 days of sick leave in a given school/fiscal year will be eligible, at the end of the fiscal year, to convert up to two unused personal leave days into sick leave days.

22.7 An employee may take either the incentive in 22.5 or 22.6, but may not take both in one year.

## ARTICLE 23
## ASSAULT LEAVE

23.1 In the event that an employee is required to take a leave because of physical assault while performing his/her duties, the employee shall be entitled to assault leave payment equivalent to his/her regular or appropriate rate of pay. The Board shall pay the difference between Workman's Compensation and their appropriate salary.

23.2 Assault leave shall start at the first day of absence from work due to the assault injury.

23.3 Assault leave shall not be deducted from accumulated sick leave.

23.4 An employee shall be entitled to accumulate sick leave for all time off for the assault leave.

23.5 The Board shall have the right to request a physician's statement.

## ARTICLE 24
## DEPENDENT CARE

24.1 In the event of illness or injury employees may use their sick leave for dependent care.

24.2 For the purpose of this Article, dependent care shall mean: employee's spouse, children and parents.

24.3 The Board shall comply with the Federal Regulations contained in the Family and Medical Leave Act of 1993 (FMLA) which is in addition to the leaves in the Collective Bargaining Agreement.

## ARTICLE 25
## ILLNESS OR DISABILITY LEAVE

25.1 The Board, upon written request of the employee shall grant a leave of absence for a period of one (1) year where the employee's illness or injury is the reason for the request.

25.2 When an employee reasonably requests additional leave after one (1) year due to illness or injury, the Superintendent may grant additional leave up to one (1) year or more.

## ARTICLE 26
## BEREAVEMENT LEAVE

26.1 In case of death in the immediate family, employees shall be granted up to and including three (3) days paid leave.

26.2 For the purpose of this Article, immediate family shall mean: spouse, parents, children, spouse's parents, spouse's brother or sister, grandparents, grandchildren, brother, sister, stepparent, stepchildren, stepbrother, stepsister, sister-in-law, brother-in-law, foster children, son-in-law, and daughter-in-law.

26.3 Any employee taking bereavement leave and encountering extenuating circumstances such as distance, unusual family or personal responsibilities, with approval from the Superintendent may be granted an additional three (3) days paid.

## ARTICLE 27
## CIVIC/JURY DUTY

27.1 Any bargaining unit member that is required to serve jury duty shall be paid the difference between his/her jury duty pay and his/her regular rate of pay for all days served on such jury duty.

27.2 Such jury duty leave shall not be deducted from any other form of leave time to which bargaining unit members are entitled.

27.3 An employee has the option on Election Day to take a personal day and keep any payment for the performance of Civic Duty.

## ARTICLE 28
## PAY DAYS

28.1 All employees' pay shall be calculated and paid in twenty-six (26) or twenty-seven (27) equal pays.

28.2 When a pay day falls on a holiday, the preceding day shall be pay day.

28.3 Pay checks are to be dated for the day of issuance.

28.4 Employees shall receive their pay checks prior to the end of their work day. Employees working second shift (4:00 p.m. or later) may pick up their paychecks on Thursday afternoon before the scheduled Friday pay date.

## ARTICLE 29
## SEVERANCE PAY

29.1 An employee with five (5) or more years of service with the Board of Education shall, at the time of retirement, be paid in cash for thirty-six (36%) percent of one hundred and twenty (120) days or forty-three point two (43.2) days of his/her accrued but unused sick leave credit. Such payment shall not exceed the value of 43.2 days of accrued but unused sick leave. The employee's retirement must occur within ninety (90) days of the last active work day for the Board.

29.2 The payment shall be based on the employee's regular per diem rate at the time of retirement, if during the school year, or at the regular per diem rate for the prior school year. Such payment shall eliminate all sick leave credit accrued but unused by the employee at the time payment is made.

29.3 The payment shall be made within thirty (30) days of the time of retirement. "Time of retirement" under this Article shall be the date on which the Board receives written notice that the employee has begun receiving service retirement benefits from SERS or notice that a physician(s) appointed by SERS has determined the employee is qualified for a disability retirement or has recommended disability retirement.

## ARTICLE 30
## VACATIONS

30.1 Only twelve (12) month employees shall receive vacation.

30.2 The following shall be weeks granted for vacation based on years of service:

1 through 5 = 2 weeks
6 through 10 = 3 weeks
11 through 19 = 4 weeks
After 20 = 5 weeks

30.3 Employees may take vacation time during the year as long as they provide a five (5) day notice and receive the approval of their principal/supervisor. Vacations of two (2) days or less must be requested at least twenty-four (24) hours in advance and approved by the building principal/supervisor. Use and approval of vacation time must be documented on district forms. Approval of the vacation time will not be unreasonably withheld; however, the administration reserves the right to limit the number of employees on vacation at any given time.

30.4 Any twelve (12) month employee may carry over up to one (1) week of vacation to the next year.

30.5 An employee with accrued vacation may elect to turn back up to five days of his/her vacation benefits in exchange for a payment equivalent-to the same number of days at his/her regular hours. Notice that the employee elects this payment instead of vacation should be given by June 1 of the fiscal year.

30.6 No employee shall lose any vacation time as long as they follow the policies in Article 30.3, 30.4, and 30.5.

## ARTICLE 31
## MILITARY LEAVE

31.1 The Board shall grant Military Leave in accordance with O.R.C. Section 3319.14.

## ARTICLE 32
## UNION BUSINESS

32.1 Any bargaining unit member who is required and/or subpoenaed to attend a grievance, disciplinary, and/or arbitration hearing shall be paid at his/her regular rate of pay. Such meetings must occur during the employee's regularly scheduled working hours in order to receive payment.

32.2 Any bargaining unit member requesting Union Representation shall not be denied.

## ARTICLE 33
## SAFETY

33.1 The Board and the Union shall establish safety guidelines in accordance with all applicable laws. Both parties shall meet three (3) times a year to discuss safety concerns. Each side shall have at least three (3) members. Safety concerns shall be an agenda item at each Labor Management Meeting.

33.2 In the event that an emergency situation should arise that could result in serious injury or death, the employee shall report it immediately to his/her supervisor. If the situation is serious enough to warrant police or medical intervention the employee shall do so immediately. No bargaining unit member shall be reprimanded or disciplined for exercising their right under this article.

## ARTICLE 34
## STAFF DEVELOPMENT

34.1 All bargaining unit members shall be entitled to attend and participate in all adult classes offered by the Southern Local School District. If the class is job related, the Board shall pay full cost for the employee. The employee shall pay for graduate hour costs.

The Board shall establish a professional development account of $1,500.00 per year of the registration and related fees for seminars, classes, etc. for educational purposes related to the bargaining unit members job to attend outside the adult educational programs of the Southern Local School District. There will be a limit of $250.00 per employee per year.

## ARTICLE 35
## MANAGEMENT RIGHTS

35.1 The employer retains the right and authority to manage the schools of the Southern Local School District except as limited by law and by the specific terms of this Agreement. This shall include but not be limited to the following rights:

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

B. To direct, supervise, evaluate, or hire employees;

C. To maintain and improve the efficiency and effectiveness of governmental operations;

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

E. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

F. To determine the adequacy, qualifications, and size of the work force;

G. To determine the overall mission of the employer as a unit of government; and

H. To take actions to carry out the mission of the public employer as a governmental unit.

## ARTICLE 36
## ASSOCIATION RIGHTS

36.1 To use the facilities of any building for meetings, without fee, upon reasonable advance notification of the administrator in charge of such building, provided the use does not interfere with school activities.

36.2 To use the inter-school mail system in the schools' offices to distribute Association bulletins, newsletters, or other circulars, a copy of each item of circulation will be provided to the building principal.

36.3 To use bulletin boards in designated workrooms to disseminate information to members.

36.4 To call meetings of Association members within the buildings, but not on school time unless authorized in advance by the administration.

36.5 To allow or permit the President of the Association or his designated representative to visit school provided such visits shall not interfere with employee work time. This section does not allow the President or representative release time for such visit.

36.6 The Association will be provided with:

A. Copies of all Board agendas shall be given to the President of the Association, including minutes and financial reports, before each Board meeting.

B. Copies of the following forms upon request and payment of reasonable copying costs: (a) appropriations and (b) budget. Such copies shall be given to the President of the Association upon request, as soon as it is feasible after such forms are filed with the agency required by law.

C. Upon specific request for a specific item and payment of reasonable copying cost, and other public record.

36.7 The Local Union President or Local Union Officers may be permitted to conduct Union business during work time, without loss of pay, providing there is no interruption of employee's work schedule(s). Time must be approved by the employee's immediate supervisor.

36.8 Free admission to all home sporting events will be provided for members of the bargaining unit and their spouses.

36.9 Employees who work second shift will be permitted to attend a monthly Union meeting providing they complete their scheduled daily duties.

## ARTICLE 37
## WAGE INCREASE/SALARY SCHEDULE

37.1 If the Board provides to the Southern Local Education Association (SLEA) an increase on base salary during the term of this contract, then the same percentage on base salary shall be provided to OAPSE for that school year.

For 2012-13 – 1.5% (one and one-half percent) increase

For 2013-14 – 1.5% (one and one-half percent) increase

For 2014-15 – 1.0% (one percent) increase

**Southern Local School District**
Classified Wage Schedule

Effective July 1, 2012

| Experience | Bus Driver | Cook | Custodian | Secretary | Aides | Maintenance | Mechanic |
|---|---|---|---|---|---|---|---|
| 0 | $12.15 | $10.38 | $11.78 | $10.54 | $10.38 | $13.02 | $13.32 |
| 1 | $12.59 | $10.81 | $12.19 | $10.96 | $10.81 | $13.47 | $13.77 |
| 2 | $12.68 | $11.11 | $12.33 | $11.27 | $11.11 | $13.65 | $13.96 |
| 3 | $12.82 | $11.50 | $12.43 | $11.65 | $11.50 | $13.78 | $14.09 |
| 4 | $12.92 | $11.89 | $12.52 | $12.04 | $11.89 | $13.93 | $14.22 |
| 5 | $13.02 | $12.26 | $12.63 | $12.41 | $12.26 | $14.04 | $14.34 |
| 6-8 | $13.12 | $12.64 | $12.78 | $12.79 | $12.64 | $14.17 | $14.48 |
| 9-11 | $13.20 | $12.70 | $12.83 | $12.85 | $12.70 | $14.31 | $14.60 |
| 12-14 | $13.59 | $13.11 | $13.21 | $13.27 | $13.11 | $15.05 | $15.36 |
| 15-17 | $13.86 | $13.37 | $13.48 | $13.53 | $13.37 | $15.36 | $15.66 |

Effective July 1, 2013

| Experience | Bus Driver | Cook | Custodian | Secretary | Aides | Maintenance | Mechanic |
|---|---|---|---|---|---|---|---|
| 0 | $12.33 | $10.54 | $11.96 | $10.69 | $10.54 | $13.21 | $13.52 |
| 1 | $12.78 | $10.97 | $12.37 | $11.13 | $10.97 | $13.67 | $13.98 |
| 2 | $12.87 | $11.28 | $12.51 | $11.44 | $11.28 | $13.86 | $14.17 |
| 3 | $13.01 | $11.67 | $12.62 | $11.83 | $11.67 | $13.99 | $14.30 |
| 4 | $13.12 | $12.07 | $12.71 | $12.22 | $12.07 | $14.13 | $14.43 |
| 5 | $13.21 | $12.45 | $12.82 | $12.60 | $12.45 | $14.25 | $14.56 |
| 6-8 | $13.32 | $12.83 | $12.97 | $12.98 | $12.83 | $14.38 | $14.70 |
| 9-11 | $13.40 | $12.89 | $13.02 | $13.04 | $12.89 | $14.53 | $14.82 |
| 12-14 | $13.79 | $13.31 | $13.41 | $13.47 | $13.31 | $15.28 | $15.59 |
| 15-17 | $14.07 | $13.57 | $13.68 | $13.73 | $13.57 | $15.59 | $15.90 |
| 18+ | $14.35 | $13.84 | $13.95 | $14.01 | $13.84 | $15.90 | $16.22 |

Effective July 1, 2014

| Experience | Bus Driver | Cook | Custodian | Secretary | Aides | Maintenance | Mechanic |
|---|---|---|---|---|---|---|---|
| 0 | $12.45 | $10.64 | $12.08 | $10.80 | $10.64 | $13.34 | $13.65 |
| 1 | $12.90 | $11.08 | $12.50 | $11.24 | $11.08 | $13.80 | $14.11 |
| 2 | $13.00 | $11.39 | $12.64 | $11.55 | $11.39 | $14.00 | $14.31 |
| 3 | $13.14 | $11.79 | $12.74 | $11.95 | $11.79 | $14.13 | $14.45 |
| 4 | $13.25 | $12.19 | $12.84 | $12.34 | $12.19 | $14.28 | $14.58 |
| 5 | $13.34 | $12.57 | $12.95 | $12.73 | $12.57 | $14.39 | $14.70 |
| 6-8 | $13.45 | $12.96 | $13.10 | $13.11 | $12.96 | $14.52 | $14.84 |
| 9-11 | $13.54 | $13.02 | $13.15 | $13.17 | $13.02 | $14.67 | $14.97 |
| 12-14 | $13.93 | $13.44 | $13.55 | $13.60 | $13.44 | $15.43 | $15.74 |
| 15-17 | $14.21 | $13.70 | $13.82 | $13.87 | $13.70 | $15.74 | $16.06 |
| 18+ | $14.50 | $13.98 | $14.09 | $14.15 | $13.98 | $16.06 | $16.38 |

## ARTICLE 38
## INSURANCES

38.1 Health Insurance Plan – The employee shall pay a percent of the single plan and of the family plan for enrollment in the group health care plan as follows:

For the 2012-13 school year, six percent (6%) up to a maximum of $40 per month for single coverage and a maximum of $102 per month for family coverage;

For the 2013-14 school year, eight percent (8%) up to a maximum of $55 per month for single coverage and a maximum of $140 per month for family coverage; and

For the 2014-15 school year, ten percent (10%) up to a maximum of $65 per month for single coverage and a maximum of $165 per month for family coverage.

If the Board agrees to any lower amounts/percentages on health insurance cost sharing for full-time bargaining unit members of the Southern Local Education Association (SLEA), then at the end of each school year, full-time OAPSE bargaining unit members' payments shall be adjusted to match full-time SLEA bargaining unit members' payments for health insurance.

38.2 Life Insurance – The Board shall provide all classified employees in the district with $50,000 of term life insurance and an equal amount of accidental death and

dismemberment coverage. The increase shall be effective 90 days following ratification and approval by the Board.

38.3 Dental Insurance – The Board shall provide a dental insurance plan for all eligible employees. The Board shall pay a 100% for both the family and single plans.

38.4 Vision Insurance – The Board shall pay 100% of the cost of vision insurance for each employee.

38.5 Concerning all insurance articles, the Board reserves the right to choose the carrier(s) providing that the benefit levels and eligibility requirements are comparable, unless otherwise mandated or the plan or components of the plan are not available. However, it is recognized by the association that any changes in the current certificated employees agreement pertaining to the subjects contained 38.1 thru 38.5 above and the plan itself will be equally binding on the association and its bargaining unit members as well.

38.6 Bargaining unit members who are regularly scheduled to work twenty (20) hours or less per week will not be eligible for or permitted to enroll in the insurance program as described above.

38.7 Grandfathering: Bargaining unit members employed on July 1, 2012,

(1) who were eligible for health insurance and were enrolled in the Board's health insurance plan on July 1, 2012, and

(2) so long as they do not change classifications and do not voluntarily reduce their hours (by bidding on a short-hour position), so that they continue to work more than twenty (20) hours per week,

will remain eligible for the Board's health insurances.

38.8 Any employee hired after July 1, 2012, who is regularly scheduled to work at least twenty-one (21) hours per week, but less than twenty-six (26) hours per week shall be required to pay for one-half of the health insurance costs.

## ARTICLE 39
## SERS "PICK-UP"

In accordance with IRS rules/regulations, the Board shall tax shelter the amount specified by the State Employees Retirement System (SERS) as the employees' retirement contribution.

## ARTICLE 40
## SUBCONTRACTING

No outside contractor may be used if the use would reduce a bargaining unit member(s) hours or opportunity for overtime.

## ARTICLE 41
## COMMUNICATION

All matters pertaining to work responsibilities, discipline, overtime, grievances or other contractual disputes must be directed to the appropriate supervisor.

## ARTICLE 42
## AGREEMENT AND DURATION

This Agreement is entered into between the Southern Local School District hereinafter referred to as the "Board" and Chapter #640 of the Ohio Association of Public School Employees (OAPSE/AFSCME, AFL-CIO) hereinafter referred to as the "Union and/or Association" is entered into on July 1, 2012 and expires June 30, 2015.

| For the Board | | For OAPSE | |
|---|---|---|---|
| Signature | Date | Signature | Date |
| Tracy Holland | 10-22-12 | Olive J. Peyton | 10-22-12 |
| | | | |
| | | | |
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