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NEGOTIATED AGREEMENT

BETWEEN THE

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
CHAPTER #287**

AND THE

**SOUTHERN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Effective September 1, 2011 through August 31, 2014

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ARTICLE 1 — RECOGNITION

- A. The Board of Education of the Southern Local School District hereby recognizes the Ohio Association of Public School Employees on behalf of Chapter #287 as the sole and exclusive bargaining representative for all employees now or to be employed in the following described units.

- B. The bargaining unit includes all full-time and regular short-hour employees in the following positions or classifications which are regularly assigned to a work schedule.
 - 1. Secretaries
 - 2. Cafeteria Workers
 - 3. Mechanics
 - 4. Custodians
 - 5. Bus Drivers
 - 6. Teacher Aides

- C. The secretary to the Superintendent and the assistant to the Treasurer shall be excluded from the bargaining unit due to the confidential nature of the positions. The Maintenance Supervisor and Bus Mechanic/Supervisor shall also be excluded from the bargaining unit because of the supervisory nature of those positions.

- D. If the Board creates a new classification or position which is deemed to be in the bargaining unit then the Board and Association will meet to establish the rate of pay for said classification or position.

ARTICLE 2 — ASSOCIATION FINANCIAL SECURITY

- A. The Board recognizes Chapter #287 as the exclusive bargaining unit for the members of the bargaining unit described above. Exclusive recognition means that the school board will not deal with any other organizations or any individual in a manner or for a purpose inconsistent with the terms of this Agreement. Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with this Agreement, which shall be deemed incorporated by reference in such individual contracts.

- B. Within sixty (60) days after employment by the Board and as a condition of employment, all members of the bargaining unit shall either be members of the Association or share in the financial support of the Association by paying to the Association an agency fee equivalent to but not to exceed the amount of dues uniformly required of members of the Association subject to a rebate right granted to non-members in accordance with current law.

- C. The deduction of an agency fee by the Board from the payroll check of the employee and its payment to the Association is automatic and does not require written authorization of the employee. Prior to the deduction of the fee, the Association shall provide fee payers

with sufficient information supporting the fee. The Association shall have a rebate procedure that complies with all state and federal law, and shall inform fee payers of such prior to the deduction of the fee. Any amount disputed by the fee payer shall be placed, by the Association, in an escrow account.

- D. The Association agrees to indemnify and to hold the Board harmless from any liability or damages the Board may suffer as a result of any and/or all charges, complaints, claims, demands, costs, settlements, or judgments against the Board arising from the application and operation of this Agency Shop provision.
 - 1. The Association shall reserve the right to designate counsel to represent and defend the Board subject to Board approval of the Association provided counsel.
 - 2. In the event the Board does not approve of the Association provided counsel, the Board may elect to select and retain counsel of its choice provided that the Board pays the cost of such counsel.
- E. Such deduction shall be made in twenty-six (26) equal amounts beginning with the first pay in September and shall be continuous. In those years in which 27 pays are required, the deduction shall be in twenty-seven (27) equal amounts..
- F. The Treasurer of the District shall forward to the OAPSE State Treasurer the amount of the state dues/fees along with a complete description, by name and amount, for each employee. A copy of this description shall be forwarded to the local Treasurer. The District Treasurer shall forward directly to the local Treasurer the amount deducted for local dues.

ARTICLE 3 — BOARD (MANAGEMENT) RIGHTS

- A. The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct on behalf of the public all the operations and activities of the School District to the full extent authorized by law.

ARTICLE 4 — NEGOTIATIONS

- A. Negotiating Teams
 - 1. The Board, or the designated representatives of the Board, will meet with representatives designated by the Association for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Association's negotiating team will have a limit of six (6) members on each side. Neither party shall have control over the selection of the other party's team members. While no final agreement shall be executed without ratification by the Association and adopted by the

Board, the Negotiating Teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.

2. One (1) consultant may be used by each party. Resource people will not be permitted to enter into discussions unless both parties agree to permit them to address the team.
3. The expense of such consultants shall be borne by the party requesting or hiring them.
4. During negotiations the parties may agree to conduct meetings without professional consultants.

B. Exchange of Information

Prior to and during the period of negotiations, or impasse provisions, the Board and the Association agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

C. Request for Opening Negotiations

Either party may request the opening of negotiations by submitting such request in writing to the other party no more than ninety (90) days or no less than sixty (60) days prior to the expiration of this Agreement.

D. Submission of Issues

All issues for negotiations by the Association and the Board shall be submitted in writing at the first negotiations meeting. No additional issues shall be submitted by either party following the designated meeting unless agreed to by both parties.

E. Negotiations Procedure

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings, as well as time and places of the meetings, shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in Executive Session.

F. Caucus

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

G. Progress Reports

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

H. News Release

News releases, if any, either during negotiations or at the conclusion of negotiations, shall be made only by mutual agreement as to when and content of the release. However, once impasse is declared, either party may issue news releases without the approval of the other party.

I. Protocol

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

J. Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.

K. Agreement

1. When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in the proper form it shall be submitted to the Association and the Board for ratification and adoption.
2. When ratified and adopted by both the Board and the Association, the agreement shall become part of the official Board minutes and binding for both parties. Said Agreement shall be signed by the Board's representative and by the Association's representative.
3. Within thirty (30) days of securing the final signature(s) to this Agreement, the Board shall print and provide sufficient copies for Board use and provide a copy to every member of the bargaining unit. An additional ten (10) copies will be provided to the Chapter President for use by the Association. Any costs associated with the printing and/or distribution of the Agreement will be paid by the Board.

L. Intent to Recommend

Prior to the Negotiated Agreement being presented to the Association and to the Board, the majority of the members of both negotiating teams shall pledge to recommend the adoption of the tentative agreement.

M. Disagreement

1. In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse.
2. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of parties have solidified and the parties have become intransigent pertaining to unresolved issues.
3. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached by either party.
4. The parties shall jointly prepare a request for a Mediator, the expense of which shall be shared equally by both parties, and direct such a request to the Federal Mediation and Conciliation Service. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. There will be no separation of the parties during these meetings except for caucuses.
5. The Mediator shall promote an agreement between the parties by making recommendations jointly to the parties. The Mediator has no authority to bind either party to any agreements.

ARTICLE 5 — REGULATORY RELIEF

If any provision and/or application of this Agreement is held to be unlawful by a court of law having proper jurisdiction, or by a legislative act, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; but all of the provisions or applications otherwise not effected will continue in full force and effect unless the provisions of this Agreement expressly provide relief.

ARTICLE 6 — GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as a dispute between an employee, group of employees, or the Association and the employer concerning an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work, or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure.

B. Step One

1. Within ten (10) working days of the time a grievance arises, or within ten (10) working days of knowledge of the issues underlying the filing of the grievance by anyone defined as a grievant, the grievance shall be presented in writing to the supervisor or the appropriate designated person.
2. Within five (5) working days after presentation of the grievance, the supervisor or designated representative shall give his answer in writing to the employee.

C. Step Two

1. If the grievance is not resolved in Step One, the employee or the Association representative may within five (5) working days of receipt of the supervisor's answer submit to the Superintendent, or his designated representative, the answer at Step One with the original grievance statement.
2. The Superintendent or his designated representative shall give the employee or his Association representative an answer in writing no later than five (5) working days after receipt of the written grievance.

D. Step Three

1. If the grievant is not satisfied with the disposition by the Superintendent, then the grievant may submit the grievance to the President of the Board within ten (10) working days after receiving in writing the disposition by the Superintendent.
2. The Board will meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise required by law. Such meeting shall be held at the next scheduled Board meeting not to exceed thirty (30) working days. The disposition of the grievance shall be written by the Board of Education and given to the grievant by the President of the Board of Education within ten (10) working days following the meeting with the grievant.

E. Step Four

1. If the grievance has not been resolved at Step III of this procedure, the Grievance Committee shall, by written notice to the Board within fifteen (15) working days of the date of the answer of the Board, refer the matter to the American Arbitration Association, requesting a list of arbitrators. Either party has the right to request a second list. The selection of an appropriate arbitrator shall be as follows: A representative of the Association and a representative of the Board shall review the list of arbitrators and through alternately striking the names shall reduce the list until one (1) arbitrator remains. The method of determining which party has the first choice of striking will be made by the toss of a coin.
2. The arbitrator shall conduct the necessary hearing(s) and issue a decision within the time limit agreed to by the Association, the Board, and the arbitrator. The decision of the arbitrator will be final and binding on all parties.
3. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the written provisions of this Agreement, nor shall he/she make any decisions contrary to law.
4. The costs of the arbitrator and administrative fee of the American Arbitration Association shall be paid by the losing party.

F. Miscellaneous

1. Any grievance must be filed on the authorized grievance form agreed to between the parties of this Agreement. Such forms must provide for naming of the alleged violation and shall state the contention of the employee, of the Association, and shall indicate the relief requested.
2. Any grievance not advanced to the next step by the Association within the time limit in that step shall be deemed resolved by the Administration's last answer.
3. Any grievance not answered by the Administration within the time limit in that step shall be advanced to the next step.
4. Time limits may be extended by the Administration and the Association in writing; then the new date shall prevail.
5. The agreed to grievance forms shall be made available to any employee requesting such, either through his supervisor or Association representative.
6. The employee shall have the right to be represented only by the Association at all steps of the grievance procedure.

7. In the event an issue does not pertain to the immediate supervisor, the grievance shall begin at Step Two.

ARTICLE 7 — DISCIPLINE PROCEDURES

- A. The employee shall be given a written statement containing the charges and the time and place of the hearing. The written statement shall notify the employee as to his rights to Association representation. The employee must sign the statement acknowledging receipt of the statement and date received.
- B. The employee may appeal any disciplinary action directly to Step Two of the Grievance Procedure.
- C. If the matter is not satisfactorily resolved at Step Two, the employee may proceed either to Step Three and/or Step Four of the Grievance Procedure.

ARTICLE 8 — EMPLOYEE EVALUATION/PERSONNEL FILES

- A. All classified employees will be evaluated at least once annually by their immediate supervisor and/or building administrator using the evaluation form found in Appendix A of the Agreement. The employee shall be notified in advance of the month the evaluation will occur.
- B. At least one evaluation will be completed at the end of the first ninety (90) days of employment for new employees and by April 30 of each year for all personnel.
- C. The supervisor will rate the employee on the basis of work performance and abilities. Evaluation forms will be completed in triplicate, with an additional narrative report, if necessary. The supervisor will also submit his recommendation regarding continued employment of the employee.
- D. After completing the evaluation form, the supervisor will:
 1. Conduct a conference with the employee.
 2. Discuss with the employee:
 - (a) The reasons for the performance evaluation.
 - (b) The areas where work performance should be improved.
- E. The supervisor and the employee will sign the evaluation form at the close of the conference.

- F. One (1) copy of the completed evaluation form will be included in the employee's personnel file and one (1) copy will be given to the employee.
- G. Employees shall have the opportunity to read any material which may be considered derogatory to the employee's conduct, service, character or personality before it is dated and placed in their personnel file. The employee shall acknowledge that he/she has read the material by affixing their signature to the copy to be filed and a copy shall be given to the employee. Their signature shall not indicate agreement with the content of the material but indicates only that the material has been inspected by the employee. He/she shall also have an opportunity to reply to such derogatory material in a written statement to be attached to the file copy. Employees shall be informed of any complaint by a parent and/or student which is directed toward that employee and which may become a matter of record. Such complaints should be in writing. Derogatory material or complaints against the employee found unwarranted by the Superintendent and employee shall be removed from their file. Letters of reprimand or suspension shall be expunged from an employee's file following a twenty-four (24) month period of time, by the Superintendent. Anonymous letters or materials shall not be placed in an employee's file nor shall they be made a matter of record.
- H. Each employee shall have the right, upon request, to review the contents of his/her own personnel file. Letters of reference are to be considered confidential and shall not be viewed by the employee.
- I. An employee shall have the right to representation with her/him at any and all disciplinary hearings or actions and/or reviewing their personnel file.
- J. All monitoring or observation of the work performance of an employee will be conducted openly and with full knowledge of the employee. The use of eavesdropping or surveillance devices for evaluation purposes shall be strictly prohibited.

ARTICLE 9 — EMPLOYEE INFORMATION AND FORMS

The Board shall provide to each new classified employee, all necessary forms and information regarding fringe benefits of the District, the current Negotiated Agreement, and other pertinent information.

ARTICLE 10 — FINANCIAL REPORTS

- A. The Board agrees to provide the Association President with a yearly financial statement. This statement shall be made available in April of each fiscal year following the passage of the Annual Appropriations Measure.
- B. The Board shall provide the Association President with all necessary financial reports requested by the Association.

- C. The Board shall be compensated for any time and/or materials required in the preparation of the reports.

ARTICLE 11 — JOB DESCRIPTIONS

- A. The Association shall be furnished with a copy of the job description and authority of each classification covered under the terms of this Agreement.
- B. Prior to any change in any job description covered under this Agreement, the Board shall meet with the employee and a representative of the Association and discuss such possible change. Following such meeting, the employee and the Association shall be notified of any change and the effective date of such change.
- C. The format for the job description will include the following:
 - 1. Job Title
 - 2. Qualifications
 - 3. Who the job holder reports to
 - 4. Who the job holder supervises
 - 5. Job Goal
 - 6. Performance Responsibilities
 - 7. Terms of Employment
 - 8. Evaluation Procedures
 - 9. Any other information deemed necessary by the Superintendent or designee.

ARTICLE 12 — LAY OFF AND RECALL

- A. All bargaining unit classifications and positions shall be filled by employees of the Board.
- B. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of position, lack of funds, or lack of work or return to duty of regular employees from a leave of absence, the following procedure shall govern lay-off.
- C. The number of people affected by a reduction in force will be kept to a minimum by not employing replacements in so far as practical of employees who resign, retire, or otherwise vacate a position.
- D. Whenever it becomes necessary to lay-off employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification.

Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the Administration and the Association shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.

- E. The following classification shall be used for the purpose of defining classification seniority in the event of lay-off:
 - 1. Secretaries
 - 2. Custodians
 - 3. Cafeteria Workers
 - 4. Bus Drivers
 - 5. Mechanics
 - 6. Teacher Aides

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

- G. Thirty (30) calendar days prior to the effective date of lay-off, the Board shall prepare and post for inspection, in a conspicuous place, a list containing the names, seniority dates, and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the lay-off. Each notice of lay-off shall state the following:
 - 1. Reasons for the lay-off.
 - 2. The effective date of lay-off as stated above in Step G.
 - 3. A statement advising the employee of their rights of reinstatement from the lay-off.

- H. For the classification in which the lay-off occurs, the Board shall prepare a reinstatement list and name all employees. All employees employed under probationary contracts shall be placed on the reinstatement list in the reverse order of lay-off. The names of all employees employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse order of lay-off. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.

- I. Vacancies which occur in the classification of lay-off shall be offered to or declined in writing by the employee standing highest on the lay-off list before the next person on the list may be considered. Employees shall be given three (3) calendar days to reply. Any employee who declines reinstatement shall be removed from the reinstatement list.

- J. The employee's name shall remain on the appropriate list for a period of three (3) years from the effective date of lay-off. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.
- K. Employees who have not been laid off but who have had their positions abolished will be given the opportunity to bid on the remaining positions within their classification following a reduction of personnel. Any employee who is bumped from his/her position will also have bumping rights according to seniority within their classification and within the District provided job qualifications are met as set forth by the Board and Administration.

ARTICLE 13 — PHYSICAL EXAMINATION

The Board agrees that if any employee is required by the administration and/or statute to have a physical examination, the Board of Education will pay the full cost of such examination. If the examination is required by the administration and it occurs outside the employee's regular work hours, the employee shall be paid for the exam time up to two (2) hours of their regular rate.

ARTICLE 14 — SAFETY COMMITTEE

- A. The Board agrees to recognize an Association Safety Committee, and to meet with said committee at regular Board meetings, or at any time in the event of an emergency.
- B. The Committee shall consist of at least one (1) representative from each building and any safety items shall be forwarded to the chairperson of the Safety Committee.

ARTICLE 15 — ASSOCIATION RIGHTS

- A. School Calendar
 - 1. A classified employee committee, decided upon by OAPSE, shall be a part of the Joint Committee which formulates the school calendar. The Association shall have representation equal to that of other bargaining groups on this Joint Committee. Following agreement by all parties concerned, the calendar shall be presented to the Board at their next regular meeting for their consideration and/or adoption.
 - 2. Any changes made to the school calendar shall be discussed with the Association in the above manner prior to the change being made. The Association shall be notified of any changes in the school calendar.

B. The Association shall have the following:

1. The right to use the internal system of school mail.
2. The right to use designated bulletin boards to post Association news and announcements.
3. The use of buildings, equipment and telephones for Association business. Long distance telephone calls shall be billed to the Association. The Association shall be permitted use of the photocopier equipment, free of charge, to make one (1) copy of a necessary item.
4. The President of the Association shall be provided with a copy of the agenda and minutes of all regular or special Board meetings.
5. The Association President shall have a place on the Board meeting agenda to assure the right to address the Board at his/her request. The Association President shall notify the Superintendent or his designee as to the subject on which they wish to speak, as soon as possible.
6. The Board shall provide one (1) copy of the Board Policy Book and the Association shall receive all additions, corrections, and changes.
7. Release time with pay shall be granted to bargaining unit members and the local president to attend arbitration hearings, negotiation sessions, insurance committee meetings, when said meetings are required and are conducted during the employees' regularly scheduled hours of employment.

ARTICLE 16 — LEAVES OF ABSENCE

A. Leaves of Absence

1. Upon written request, either hand delivered or by certified mail, the Board shall grant an unpaid leave of absence for a period of not more than twelve (12) calendar months for educational or professional growth purposes.
2. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he was on leave. Such terminated employee will have no due process rights and may not file a grievance related to such termination.
3. If after the return of the employee from leave, the person employed for the purpose of replacing the employee is continued in employment as a regular employee, or if he is hired by the Board as a regular employee within one (1) year

after his employment as a replacement, he shall receive credit for his length of service with the Board during such replacement period.

4. Any credit awarded to an employee mentioned above shall be in compliance with Section 3319.081 ORC.

B. Medical Leave

Medical leave shall be granted, upon request, to an employee, subsequent to the use of sick leave, for serious illness of the employee or for serious illness in the family of the employee. Such leave shall be without pay and shall not exceed one (1) full year. Medical leave may be extended beyond one (1) year, for a period not to exceed one (1) year, by Board approval. Each employee on medical leave shall be carried on the payroll records and shall receive all Board paid fringe benefits.

C. Assault Leave

1. Up to one hundred (100) days of assault leave shall be granted to an employee who is absent due to physical assault on the employee resulting from an assault which occurs as a result of employment with the Board. The employee shall receive full pay and fringe benefits while on leave. Leave granted under this policy shall not be charged against sick leave. Any employee absent due to assault leave shall be obligated to provide the Southern Local Board of Education a physician's statement relative to the employee's physical or mental ability to return to work.
2. Should an assault occur, the employee affected shall file with the Ohio Bureau of Workers' Compensation. Any lost wages received from the Bureau will be deducted from what the Board is obligated to pay such employee.
3. Any employee assaulted shall file a report with local law enforcement authorities and shall cooperate with any investigation.

D. Pregnancy Leave

1. Right to Leave

An employee who becomes pregnant shall have the right to an unpaid leave of absence to begin at any point during the pregnancy.

2. Application for Pregnancy Leave

Application for pregnancy leave should, when possible, be filed at least thirty (30) days prior to the beginning date of the leave. Such application may be amended as to the anticipated beginning and termination dates, at any time, whether before or after the commencement of the leave, based upon changes in the employee's

condition, by the filing of an amended application and a statement of the employee's attending physician. Such application for amendments of leave shall be approved by the Superintendent.

3. Time of Leave

Pregnancy leave may begin at any point of the pregnancy and continue through the disability connected with delivery.

4. Rights on Leave

Employees on pregnancy leave shall (1) be recognized as full-time employees and treated as such for all fringe benefit purposes, for up to one (1) year; (2) employees shall have the option of converting to sick leave.

5. Reinstatement Rights

An employee shall return immediately following the expiration of the leave and shall be reinstated to the same or similar position, salary steps and range to that held prior to the leave unless leave extends beyond one (1) calendar year.

E. Parental Leave

1. Right to Leave

An employee who becomes the parent of a newborn or an adopted child or the parent of a minor child who develops a severe health problem shall have the right to an unpaid leave of absence for a period not to exceed one (1) year from the date of the birth, or the termination of the pregnancy leave, date of adoption, or the date of the beginning of the severe health problem.

2. Application for Parental Leave

Application for parental leave shall be filed at least thirty (30) days prior to the anticipated beginning date of the leave. In the case of early delivery or adoption, the thirty (30) day rule shall be omitted, but the employee must notify the Superintendent at the earliest opportunity of the intent to take parental leave.

3. Time of Leave

Parental leave shall be for a period of up to one (1) year as defined on the leave application and may be extended for up to an additional one (1) year on the approval of the Superintendent.

4. Rights While On Leave

Employees on parental leave shall have the option of converting to sick leave. The Board will continue to provide insurance benefits to employees for up to one (1) year unless such year is an extension of a pregnancy leave of one (1) year.

F. Sick Leave

1. Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month. Each newly hired employee and each employee who has exhausted his/her accumulated sick leave, shall be entitled to an advancement of five (5) days of sick leave each school year, to be charged against sick leave he/she subsequently earns. If a deficit sick leave balance exists at the time an employee's employment with the Board terminates, those days shall be deducted from the employee's final paycheck.
2. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Immediate family is interpreted to include father, mother, brother, sister, husband, wife, children, grandparents, parents-in-law, or foster child, grandchild, daughter-in-law, son-in-law, stepchild, or any dependent person living in the employee's household may be considered a member of the immediate family. Unused sick leave shall be accumulated for the period of time that an employee works for the Board to a maximum of two hundred eighty (280) days.
3. Any school bus driver, under contract with the Board of Education, who fails to pass the required physical examination, shall receive sick leave pay which he has accumulated under Section 143.29 ORC.
4. The Treasurer shall report all unused sick leave to the employees during September of each school year until such time the payroll is on computer or additional help is added to the treasurer's office, then unused sick leave will be reported every two (2) weeks.

G. Personal Days

1. Each member of the bargaining unit shall have three (3) unrestricted personal leave days per school year (September 1 - August 31) with pay. Except in cases of emergency, notification for personal leave shall be submitted three (3) days in advance of anticipated absence. Personal Leave may be utilized at any time except on the day preceding and the day following a holiday or vacation. Personal leave shall not be used during the first ten (10) or last ten (10) days of the student school year unless approved by the Superintendent. No more than two (2) members per classification may take personal leave on any given day.

2. Personal leave shall be granted on a first come, first served basis. In emergency situations, the Superintendent may allow more than the maximum.

H. OAPSE Leave

The Board agrees to permit the President and one (1) selected delegate of OAPSE Chapter #287 leave of three (3) professional days to attend the annual OAPSE Conference. The Board also agrees to pay the wages of the above President and delegate but not other expenses.

I. Jury Duty/Court Leave

1. An employee who is summoned for jury duty or who is appearing before a court or an agency as a witness or party in a civil proceeding shall be granted all necessary leave. If the party is appearing before a court or an agency as a witness in a criminal proceeding, the Superintendent may grant such leave at his/her discretion.
2. The employee's compensation for jury duty leave shall be with pay if the compensation received for the services performed, less transportation, is remitted to the Southern Local Board of Education.

ARTICLE 17 — INSURANCE PROVISIONS

A. Hospitalization/Major Medical

1. The Board shall purchase from Blue Cross/Blue Shield or other carrier licensed by the State of Ohio, a PPO hospital-surgical insurance coverage (UCR) for each regular employee now or hereafter employed and his/her family which meets or exceeds the specifications below. The cost of such insurance shall be paid by the Board according to the following schedule:
 - a. The Board shall provide hospitalization and major medical insurance coverage for full-time employees. Such regular full-time employees are defined as those employees regularly scheduled to work twenty (20) or more hours per week. The Board agrees to pay ninety-five percent (95%) of the cost of such coverage and the employees shall pay five percent (5%).
 - b. The Board shall pay fifty percent (50%) of cost of hospitalization and major medical coverage for regular short-hour employees. Such regular short-hours employees are defined as those employees regularly scheduled to work less than twenty (20) hours per week.

- c. The maximum amount of the monthly premium contribution for employees shall be Twenty-Five Dollars (\$25.00) per month for family coverage and Ten Dollars (\$10.00) per month for single coverage effective January 1, 1994. The calculation of premiums shall include all insurances except Life Insurance.
- d. The Board shall provide only one family PPO, Dental, Prescription, and Vision policy or two (2) single policies for married couples, if both are employed by the District.

2. Benefits

<u>BENEFIT</u>	<u>IN-NETWORK PPO</u>	<u>OUT-OF-NETWORK PPO</u>
Deductible Per Calendar Year	\$100 Single \$200 Family	\$200 Single \$400 Family
Coinsurance Per Calendar Year	90% of the first \$3,500	80% of the first \$3,500
Out-of-Pocket Maximums Including deductible per calendar year	\$500 Single \$1,000 Family	\$1,000 Single \$2,000 Family
Routine Benefits	100%	Subject to deductible, then 80%
In-Patient Services	Subject to deductible, then 90%	Subject to deductible, then 80%

<u>BENEFIT</u>	<u>IN- NETWORK PPO</u>	<u>OUT-OF- NETWORK PPO</u>
Out-Patient Services	Subject to deductible, then 90%	Subject to deductible, then 80%
X-ray/Diagnostic/Laboratory	Subject to deductible, then 90%	Subject to deductible, then 80%
Therapy (Physical, Speech, Occupational)	Subject to deductible, then 90%	Subject to deductible, then 80%
Chiropractic	Subject to deductible, then 90%	Subject to deductible, then 80%
Maximum Lifetime Benefit	Unlimited	Unlimited
Eligible Dependent Covered to Age	_____	_____

3. Any employee, whether new or currently employed, but not covered by hospitalization insurance, may apply anytime but has a waiting period required by the carrier that is not to exceed thirty (30) days. For those that choose this insurance coverage, the Board shall provide full twelve (12) month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences for illness, as specified in the Ohio Revised Code for which the employee may use sick leave. Upon separation from employment, the employee shall have the right to assume such coverage at his/her expense in accordance with Federal COBRA law.

4. Cash Options in Lieu of Benefits

- a. Any full-time employee eligible for health insurance paid for by the Board of Education who elects not to enroll and/or participate in the benefits package listed above will be paid a cash bonus of Seven Hundred Fifty Dollars (\$750.00) per year.
- b. Each employee electing the cash bonus plan must declare his/her intent not to participate in the insurance plans listed above and remain off the plans for one (1) twelve (12) month period between September 1 and August 31.
- c. The year will be from September 1 to August 31 of each year and the cash payment will be made with the second payroll in September each year for the prior year.
- d. If an employee elects the cash bonus plan one (1) year, he/she may rejoin the group insurance coverage effective September 1 of the following year with a thirty (30) day advance written notice.
- e. Emergency Clause - Any employee electing the bonus plan may forfeit the bonus and be placed on the insurance plan if his/her health insurance coverage status changes during the year. To rejoin the program an employee must notify the Board of Education fifteen (15) days prior to the first day of the month in which employee wants coverage effective. The Board shall not be responsible for claims on pre-existing conditions for the employee or dependents for the first twelve (12) months following resumption of insurance coverage. A pre-existing condition shall be defined in accordance with the standards and policies of the current insurance carrier.

B. Life Insurance

Effective March 1, 1987, the Board agrees to provide, at full cost to the Board, a life insurance plan of Twenty Thousand Dollars (\$20,000) for all regular employees.

C. Dental Insurance

1. The Board shall purchase through a carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds the specifications below for each member of the bargaining unit, now or hereinafter employed and his/her eligible dependents.

BENEFIT

Prescription Drug Coverage (34 day supply)	\$10 generic \$20 brand name/formulary \$30 non-formulary
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Mandatory Mail Order Prescription Drug Coverage (90 day supply)	\$20 generic \$40 brand name/formulary \$60 non-formulary
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E. Vision Insurance

Effective September 1, 1996, the Board agrees to Plan D Vision Insurance for exams, lenses, and frames every twelve (12) months. Full coverage for necessary contact lenses; \$80.00 cosmetic contact lens allowance. Plan D calls for a Five Dollar (\$5.00) deductible for examination and Ten Dollar (\$10.00) deductible for materials.

Exam	\$ 30.00
Single Vision Lenses.....	\$ 25.00
Bifocal Lenses.....	\$ 40.00
Trifocal Lenses.....	\$ 50.00
Lenticular Lenses	\$ 80.00
Frames.....	\$ 25.00
Necessary Contact Lenses.....	\$160.00
Cosmetic Contact Lenses	\$ 80.00

F. The Board agrees to provide one (1) copy of the insurance plan document to the Union upon ratification of this Agreement by both parties, plus a copy of the "Schedule of Benefits" for all employees.

G. Insurance Evaluation Committee

By December 1, 2009, OAPSE and the Board shall establish a committee of three (3) members plus one (1) observer each to begin immediately an evaluative study of the different group plans available for hospitalization, major medical, term life, dental, vision, and prescription drug coverage and wellness initiatives. The purpose of the committee is to recommend, by December 31, 2010, or a later date agreed to by the Superintendent and OAPSE President, such plans to cover District employees that will be effective June 30, 2011. The Board and OAPSE will consider the recommendations of this committee. The parties will invite the SLTA to participate on the committee and

appoint four (4) members of that Local's choosing. The committee shall meet at least every other month. The committee shall seek training for its members through FMCS. If necessary, the Board shall provide release time for committee members to attend such training.

ARTICLE 18 — COMPENSATION

A. Pay Days

1. Twenty-six (26) paychecks will be issued on alternate Fridays effective with the starting date of each employee's contract. If a payday falls on a holiday, the employee will be paid on the preceding Thursday. Employees hired after August 31, 2003 shall be paid by electronic direct deposit.
2. Employee shall have the following deductions:
 - a. Federal Taxes
 - b. State Taxes
 - c. City Taxes
 - d. Dues/Fees
 - e. Annuities/Tax Shelters - (Minimum of five (5) participants per company).
 - f. SERS Contributions
 - g. Insurance/Fringe benefits contributions
 - h. PEOPLE - The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided in a written authorization. Such authorization must be executed by the employee and 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. (Minimum of five (5) participants)
 - i. Credit Union
3. Anytime there is a change or adjustment shown on a pay, an explanation shall be included with the paycheck.
4. When twenty-seven (27) pays occur in a fiscal year, the gross yearly salary shall be divided by twenty-seven (27).

B. Classification Pay

The Board agrees that if any full-time or short-hour employee is requested to and does perform work that normally is performed by an employee holding higher classification, such employee shall receive the rate of pay for the higher classification at the employee's present experience level.

C. Hours of Work and Overtime

1. All employees working for the Board shall be guaranteed at least the amount of hours and comparable pay for the hours specified in their contract.
2. All employees shall receive pay for all contractual holidays and it shall appear in the paycheck for the period in which the holiday appears.
3. The standard work week shall be five (5) days per week, Monday through Friday, for all employees.
4. The Board shall pay for overtime worked at the rate of time and one-half for all hours over eight (8) worked on any day and for all hours over forty (40) worked in any week.
5. When computing hours worked, contractual holidays, sick leave days, professional days, personal days, shall count as regular work day.
6. Compensatory Time - The Board of Education may grant compensatory time at the employee's option. Such overtime worked shall be granted at the rate of time and one-half times the number of overtime hours worked.
7. Calamity Day Compensation
 - a. On an annual basis, employees will not suffer loss of salary due to school calamity days. A calamity day is defined as a day when schools in which employees work are closed owing to an epidemic, adverse weather, or temporary building closing for health or safety reasons.
 - b. Any employee required by the Superintendent or designee to work on a day when schools are closed due to calamity shall be paid at a rate of two (2) times his/her regular rate of pay for the hours actually worked. This amount is not in addition to Calamity Day pay (see example below). For the purposes of this item, no minimum show-up time applies:

Example: (1) Employee works two (2) hours on calamity day.
 (2) Employee would receive double time (2) for two hours, and straight time for the remainder of their regular day.

(3) Similar condition applies to Holiday Pay.

c. Custodians shall be required to report to work on calamity days in excess of state allowed calamity days. Custodians shall not receive additional compensation beyond their regular rate of pay. The Superintendent reserves the right to shorten the hours worked by the custodian on those days without loss of pay for the custodian.

8. Overtime shall first be offered to custodians on duty in the building where it occurs. It then shall be offered on a seniority rotation basis to all other available custodians.

D. Reporting Pay

1. If an employee is called to work outside of his/her regular working hours, he/she shall be compensated for a minimum of three (3) hours.

2. The minimum of three (3) hours shall be paid at the employee's regular rate of pay unless such hours worked constitute overtime. Such overtime shall then be paid according to Section C. Hours of Work and Overtime.

E. Cleaning of Buses

1. The Board will offer the regular drivers the option of cleaning their buses in preparation for the annual inspection at a compensation rate of One Hundred Fifty Dollars (\$150.00) which will be paid upon approval of transportation supervisor.

2. The driver must notify the Board by May 15th of his/her intent. Cleaning of buses must be completed before June 30.

F. Paid Holidays

1. All employees shall receive the following days off work with pay:

- a. New Year's Day
- b. Martin Luther King Day
- c. Presidents Day
- d. Memorial Day
- e. Independence Day (eleven and twelve month employees)
- f. Labor Day
- g. Thanksgiving Day
- h. Day after Thanksgiving
- i. Christmas Day

2. Should the holiday fall on Saturday, it shall be granted on the preceding Friday. Should the holiday fall on Sunday it shall be granted on the following Monday.

3. Any bargaining unit member required to work on a holiday shall be paid at the rate of two (2) times his/her regular hourly rate for the actual time worked. This amount shall not be in addition to holiday pay. (See Calamity Day example in this Agreement.)
4. All employees shall receive pay for all legal holidays and it shall appear in the paycheck for the period in which the holiday occurs.

G. Vacations

1. For employees hired after September 1, 2006, only the years when an employee is employed on an eleven (11) or twelve (12) month contract will be counted as years of employment towards vacation.
2. Employees employed on an eleven (11) or twelve (12) month contract will receive two (2) weeks paid vacation each year after the first full year of employment.
3. Employees employed on an eleven (11) or twelve (12) month contract will receive three (3) weeks paid vacation each year after ten (10) years of continuing employment.
4. Employees employed on an eleven (11) or twelve (12) month contract will receive four (4) weeks paid vacation each year after twenty (20) years of continuing employment.
5. In case of conflict in the vacation schedules, the employee with the greatest seniority shall be given first choice provided they have applied thirty days in advance.
6. Any employee, due to circumstances beyond their control, upon authorization of the Superintendent, who cannot take their vacation during the specified year shall receive their vacation pay.
7. No two classified employees within the same area of classification may take vacation at the same time without prior approval by the Superintendent.

H. Severance Pay

1. Any employee that retires from employment of the Board of Education, contingent upon approval of the School Employees Retirement System (SERS) shall be entitled to severance in the following manner.
2. The amount of severance shall be twenty-five percent (25%) of the unused accumulated sick leave up to and including one hundred twenty (120) days, plus

twenty percent (20%) of the accumulated sick leave in excess of one hundred twenty (120) days.

3. Severance pay shall be based on the employee's regular per diem rate of pay at the time of leaving the service of the Board. Application for severance pay must be made no later than sixty (60) days after the effective date of retirement.

I. Travel Allowance

1. Any employee required to use his/her private vehicle to service the Board, shall be paid an amount per mile authorized automobile expense which is equal to the per mile allowance standard being utilized by the Internal Revenue Service.
2. In the event that the Internal Revenue Service should modify this per mileage allowance standard in the middle of any month, the Board shall:
 - a. Notify employees immediately of this change and the effective date of said change.
 - b. Modify the mileage allowance, effective on the first day of the following month.
3. Travel allowance shall be turned in monthly on a Board provided form.

J. Daily Bus Care

1. Drivers shall be paid a minimum of four and one-half (4 ½) hours per day of their regular route time, whichever is greater, from storage to storage.
2. Drivers shall also have an additional thirty minutes (30) added to their regular day for cleaning, care, refueling, and pre-trip inspection. Time spent washing the bus, as recommended by the transportation supervisor, shall be paid at the bus driver's hourly rate in the pay period that it occurs.
3. In case of emergency (e.g. bad weather conditions, bus accident or breakdown) which forces the driver to exceed his/her minimum daily driving time, he/she shall be compensated for all such time at their regular hourly rate of pay.
4. The Board agrees not to disrupt the current procedure of allowing bus drivers to park their buses at their respective homes unless through the bidding procedure, a driver accepts a route which presents an economic hardship to the Board. The Board shall retain the right to determine the storage area for all bus drivers hired after January 1, 1987, and drivers who move outside the district after January 1, 1987.

K. Workers' Compensation

1. All employees covered under this agreement are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of or arising out of their employment.
2. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's immediate supervisor, or other designated representative and an application shall be filed with the Bureau of Workers' Compensation.
3. An injured employee shall file a Board accident report as soon as possible following a job related accident. This is to be completed in triplicate with one (1) copy to the employee, one (1) copy to the immediate supervisor, and one (1) copy to the Board.
4. Any employee may elect to use his/her accumulated sick leave in conjunction with medical benefits under Workers' Compensation but cannot receive both sick leave and wage reimbursement under workers' compensation.

L. Extracurricular Trips

1. All extracurricular trips representing a Southern Local School in a competition approved by the appropriate administrator consisting of twelve (12) participants or more (including all chaperones, coaches, sponsors, etc.) and any educational or recreational trip of twenty (20) participants or more (including all chaperones, coaches, sponsors, etc.) with a destination within the State of Ohio or out of State within two hundred forty (240) miles round trip distance from point of exit from the State to the point of entry to the State shall be dispatched on either chartered commercial or school buses dependent on a preference of the group assuming payment for such trip.
2. If such trips are dispatched on school buses, they shall be offered first to bus drivers under contract with the Southern Local Board of Education provided that a substitute driver is available to assume the driver's regular run should the extracurricular trip interfere with the regular run.
3. The Bus Supervisor shall post and maintain an extracurricular trip roster, which shall bear the names of all drivers desiring to take such trips. This roster shall be posted in the bus garage and shall indicate the dates, times, and names of drivers. Extracurricular trips shall be granted on a seniority rotation basis.
4. A driver who declines a trip because of either regular work, or previous commitment shall be assigned to the bottom of the list and will not be eligible to take another trip until their name reaches the top of the seniority list.

5. Drivers shall be docked for the actual time of their regular run that is assumed by the substitute driver.
6. The closing date for drivers to sign up for extra trips will be 5:00 PM on the 4th working day preceding the date of the trip. The transportation supervisor will assign the trip at that time. Closing date for prom sign up is on Thursday one (1) week preceding the prom.
7. When two (2) or more buses are scheduled for an extra trip to the same place, and after the rotation procedure has determined the drivers eligible the senior driver(s) decides which group he/she will take.
8. When two (2) or more trips are going out on the same day, but different places, the rotation procedure will decide who goes where. (Senior driver does not apply.)
9. A separate roster will be established for unexpected or last minute trips. The rotation procedure will be followed as trips are added to this roster. These trips will not affect the regular trip roster.
10. Canceled trips that are rescheduled shall first be offered to the driver that was originally assigned the trip.

M. Extracurricular Trip Pay

1. The rate of pay for an extra trip will be the driver's hourly rate. In calculating the actual driving time, the driver will be paid one (1) hour for any fraction of the first hour on the way to the destination and one (1) hour for any fraction of an hour for the first hour on the return trip. In addition to the minimum two (2) hours of actual driving time, all other driving times will be as follows: any fraction of an hour, twenty-nine (29) minutes or less will be calculated as thirty (30) minutes; any fraction of an hour, thirty (30) minutes or more will be calculated as sixty (60) minutes. The driver will receive ninety percent (90%) of the hourly rate of pay for the total attending time to be calculated from the point of arrival at designation to the point of departure from destination.
2. Attending to the bus is defined as a periodic check of the bus for anything affecting the safety of the vehicle; acting upon any potential hazards to the vehicle as observed by the driver; cleaning and making repairs as required. It is understood that the driver will spend a minimum of five (5) minutes (not consecutively) during each half-hour interval attending to the bus. The drivers will keep a log of activities relating to attending the bus so that a record can be maintained with which to calculate costs. It is further understood that the driver, coaches, or other members responsible for the activity will accomplish the activity as expeditiously as possible in order to keep costs of that activity to a minimum chargeable to the organization paying for the transportation.

3. It is understood that the driver is not attending to the bus during the time he/she is sleeping on overnight trips.
4. Drivers shall be notified as far in advance as possible when cancellations are necessary. If an extra trip is canceled and the driver is notified before he/she leaves home, no obligation is incurred. A driver, who arrives at the transportation department or at the point of departure and then is told the extra trip is canceled, will be paid a minimum of two (2) hours.
5. If there are two (2) or more buses at an event, and one (1) bus is needed to stay, the driver that stays will be determined according to seniority.
6. Drivers who extensively clean their buses for the prom will have twenty-five dollars (\$25.00) added to their pay, upon approval by the transportation supervisor. This shall be paid for by the sponsoring club/group.

N. Custodial and Cafeteria Staff

When any group has contracted for the use of the school facilities which requires the services of custodians and/or cafeteria employees, as described by Board policy and/or Superintendent authorization, said compensation shall be paid at time and one-half (1 1/2) for all hours worked. An attempt will be made to offer overtime to classified employees prior to obtaining substitutes.

O. Wages

Any increases will start at the beginning of an employee's contract year in which the raise is given.

P. Wage Schedules

The Wage Schedule appears in Appendix B of this Agreement. Wages will not be increased during the 2011-12, 2012-13, and 2013-14 school years. The Wage Schedules appear in Appendix B of this Agreement.

Q. SERS Pick-Up

1. The Board agrees to implement the SERS "pick-up" utilizing the salary reduction method of contributions to the State Employees Retirement System paid on behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions:

- a. The amount to be “picked-up” on behalf of each employee shall be the maximum allowed by law, of the employee’s gross annual compensation. The employee’s annual compensation shall be reduced, at no cost to the Board by an amount equal to the amount “picked-up” by the Board for the purpose of State and Federal tax only.
 - b. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
 - c. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
 - d. Payment for all paid leaves, sick leave, personal leave, and severance including unemployment and workers’ compensation shall be based on the employee’s daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of hours worked).
2. If the foregoing “pick-up” provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer/employee retirement system contributions as soon as necessary.

R. Meetings

Employees required by the employer to attend a meeting other than during their regular work hours, will be compensated for their time at their regular rate of pay.

ARTICLE 19 — SUPPLIES

- A. The Board will supply classified employees with supplies necessary to perform their assigned duties.
- B. The Board will provide shop rags for the mechanics.

ARTICLE 20 — CAFETERIA

- A. An attempt will be made to provide substitutes for absent cafeteria workers.
- B. Head cooks will be permitted to offer suggestions regarding menu items.
- C. If additional training and/or certification are required and approved by the Superintendent or designee, the Board shall pay the employee for all costs including hourly rate for time spent and mileage.

ARTICLE 21 — TEACHER AIDES

- A. Employment contracts will be granted to all eligible teacher aides in accordance with Article 29 regardless of the funding source for the position the aide holds.
- B. In the case of staff reduction in this classification, the personnel remaining in the classification shall be able to bid on the remaining aide positions according to seniority in the classification within the district.
- C. Aides shall not be regularly assigned to have responsibility for more than two (2) classrooms at the same time.

ARTICLE 22 — BID PROCEDURE

When a vacancy occurs in a classification or location assignment, it shall be posted in a conspicuous place by the OAPSE President for a period of five (5) days. During periods when certain employees are not working, the notice of vacancy shall be sent to those employees. Any employee must request the vacant position in writing. In selecting the replacement, employee, the Board shall apply the foregoing formula providing the employee has the necessary qualifications specified by the Board.

- A. The vacant position and assignment shall first be offered to the employee within the classification of the position.
- B. If any employee within the same classification requests the position and assignment in writing, the employee with the higher seniority date shall be awarded the position.
- C. The highest seniority date shall be determined by the employee's last date of hire by the Board of Education. In cases of identical seniority the employee who appears first in the list of hires in the Board minutes shall have the greatest seniority.
- D. If the position and assignment is not filled by an employee within the vacant classification, it shall then be offered to the employee with the highest seniority date with the Board within the bargaining unit.
- E. If an employee is not selected through the above procedure, the Board may fill the position with the newly hired employee.
- F. Vacancies shall be filled within thirty (30) working days from the last day of the posting period.
- G. Employees who change positions within their general job classification shall be placed on the appropriate step of the salary schedule according to their years of experience.

- H. An employee who is awarded a job under this procedure may elect to return to his/her former job within a period of forty-five (45) working days. The Board may return an employee who is awarded a job under this procedure to his/her former job within a period of forty-five (45) working days if his/her performance at the new position is deemed unacceptable by his/her immediate supervisor. Notice and justifiable reasons will be submitted to the employee in writing by the Board with a copy to the union. The Superintendent shall have the right to waive the forty-five (45) day probationary period prior to the expiration of the forty-five (45) day period.
- I. If a current employee is awarded a position, the position vacated by the current employee will be posted and awarded pursuant to this Article, after the original employee has served in the new position for forty-five (45) working days or less, as set forth above.

ARTICLE 23 — CREDIT FOR PREVIOUS EMPLOYMENT

Should a classified employee newly hired by the Board have previous experience outside the district in that job classification, the Board will grant no credit for previous experience and the individual will start at the first step of the salary scale.

ARTICLE 24 — NO STRIKE CLAUSE

- A. OAPSE Chapter #287 agrees that there will be no slow down, work stoppage, job actions or strikes during the term of this Agreement. However, after the expiration of this Agreement, employees have the right to strike in accordance with Chapter 4117 of the Ohio Revised Code.
- B. The Board agrees that there will be no lock-out by the Board during the term of this Agreement.

ARTICLE 25 — ZIPPER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Negotiated Agreement, each had the opportunity to make proposals and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Negotiated Agreement. Therefore, for the life of this Agreement, the Board and the Association each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement, unless otherwise mutually agreed.

ARTICLE 26 — RULES AND REGULATIONS OF CLASSIFIED PERSONNEL

Secretaries shall not be required to take temperatures or administer first aid. However, they may be required to dispense medication.

ARTICLE 27 — DISCUSSION COMMITTEE

The Superintendent and OAPSE Local #287 shall form a standing committee to have discussions a minimum of once per year or as needed as determined by mutual agreement between the Superintendent and the OAPSE President. These discussions shall pertain to issues of common concern. This committee shall have equal representation of administration and OAPSE.

ARTICLE 28 – CONTRACTS

- A. All employees hired after September 1, 2009 shall receive a two (2) year contract. The two (2) years of service shall be considered a probationary period, with the Board retaining the right to terminate the employee's service at any time during the period by Board resolution and notice to the employee. The Superintendent and Union President can agree in writing to extend the probationary period. The employee shall not have the right to resort to the grievance procedure or any other legal avenues to challenge his or her termination during the probationary periods.
- B. At the end of the probationary period, the classified employee, if he or she is reemployed, shall receive a continuing contract, in accordance with O.R.C. §3319.081.
- C. The procedure described in this Article shall supersede the procedures set forth in O.R.C. §§3319.081-3319.083.

ARTICLE 29 — DURATION AND EFFECTS OF AGREEMENT

- A. This Agreement made and entered into this ____ day of _____, 2011, by and between the Southern Local Board of Education, hereinafter called the "Employer" and Ohio Association of Public School Employees, AFSCME/AFL-CIO and its Chapter #287, hereinafter called the "Union" for and on behalf of the employees in the bargaining unit set forth in Article I of this Agreement.
- B. The duration of this Agreement shall be September 1, 2011, through August 31, 2014.

ARTICLE 30 — ATTENDANCE INCENTIVE

- A. A classified employee in the Southern Local School District shall be granted an attendance incentive stipend as follows:
1. To receive the attendance incentive, employees may not take sick leave, personal leave, or deduct days during the term of their individual yearly contract, except for up to two (2) days of sick leave for death in the immediate family.
 - a. Eight- (8) hour employees whose contract is two hundred sixty (260) days will receive a six hundred dollar (\$600.00) attendance stipend.
 - b. Eight- (8) hour employees whose contract is less than two hundred sixty (260) days shall receive a five hundred dollar (\$500.00) attendance stipend.
 - c. Employees employed for less than eight (8) hours shall receive five (5) times their per diem pay as an attendance stipend.
 2. Employees who use no more than one (1) day of leave, except for up to two (2) days of sick leave for death in the immediate family, shall receive half of their yearly attendance incentive set forth in the preceding paragraph 1.
 3. The incentive will be paid in the employee's regular pay check by the second pay following the employee's contract year.
 4. If the employee is not entitled to the attendance incentive, any unused personal leave shall be converted to sick leave up to the maximum accumulation set forth in Article 16.F. If the employee is entitled to the attendance incentive, the employee must choose by June 1st whether to receive the attendance incentive payment or the conversion to sick leave option.

ARTICLE 31 — SIGNATURES

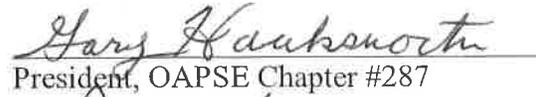
IN WITNESS WHEREOF, the parties hereto have set their hands this 31st day of AUGUST, 2011, at Salineville, Ohio.

FOR THE BOARD:

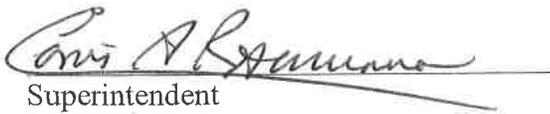
OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES, AFSCME/AFL-CIO



President, Board of Education



President, OAPSE Chapter #287



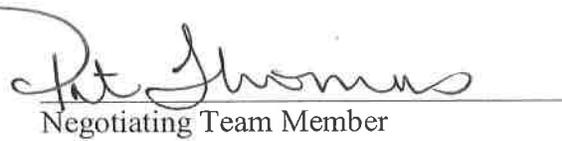
Superintendent



Negotiating Team Member



Treasurer



Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

**SOUTHERN LOCAL SCHOOL DISTRICT
CLASSIFIED EMPLOYEE EVALUATION FORM**

Employee _____ Classification _____

Evaluator _____ Title _____

Date _____ School Year _____

4 = Exceeds Standards 3 = Meets Standards
2 = Needs Improvement 1 = Does Not Meet Standards
NA = Does Not Apply

<u>Evaluator</u>	<u>Employee</u>
4 3 2 1 (1) Punctuality	4 3 2 1
4 3 2 1 (2) Attendance	4 3 2 1
4 3 2 1 (3) Utilization of Time Productively	4 3 2 1
(4) Work Habits	
4 3 2 1 (a) Is Industrious	4 3 2 1
4 3 2 1 (b) Takes Care of Equipment/Material	4 3 2 1
4 3 2 1 (c) Is Organized	4 3 2 1
4 3 2 1 (d) Practices Safety	4 3 2 1
4 3 2 1 (e) Keeps Work Area Clean/Orderly	4 3 2 1
(5) Knowledge	
4 3 2 1 (a) Is Qualified for Position	4 3 2 1
4 3 2 1 (b) Understands Methods, Techniques and Procedures for Applying Skills	4 3 2 1
4 3 2 1 (c) Is Up-To-Date on Changes, New Methods, Techniques and Procedures	4 3 2 1
4 3 2 1 (6) Quality of Work	4 3 2 1

APPENDIX A – Cont’d.

<u>Evaluator</u>		<u>Employee</u>
	(7) Attitude	
4 3 2 1	(a) Toward Job	4 3 2 1
4 3 2 1	(b) Toward People	4 3 2 1
4 3 2 1	(8) Dependability	4 3 2 1
	(9) Willingness to Learn	
4 3 2 1	(a) Accepts Suggestions	4 3 2 1
4 3 2 1	(b) Accepts Criticism	4 3 2 1
	(10) Personal Fitness	
4 3 2 1	(a) Health	4 3 2 1
4 3 2 1	(b) Appearance Appropriate to Position	4 3 2 1
4 3 2 1	(11) Follows Job Description	4 3 2 1
4 3 2 1	(12) Overall Rating	4 3 2 1

1) STRENGTHS:

2) WEAKNESSES:

3) RECOMMENDATIONS:

4) EMPLOYEE COMMENTS: (If comments are to be made by employee, form should be returned in five (5) days.)

Signature of Evaluator

Signature of Employee

Date

Date

The signature of the employee does not necessarily mean agreement. It indicates that the employee was made aware of the contents.

**SOUTHERN LOCAL SCHOOL DISTRICT
CLASSIFIED EMPLOYEE WAGE SCHEDULE
2011-12, 2012-13, 2013-14**

- A. Bus Drivers (Based on five (5) hours per day; one hundred eighty (180) days per year; nine hundred (900) hours per year. (See Article 18-J.)

<u>STEP</u>	<u>INDEX</u>	<u>HRLY RATE</u>
0	1.000	\$11.71
1	1.030	\$12.06
2	1.059	\$12.40
3	1.090	\$12.76
4	1.121	\$13.13
5	1.150	\$13.47
6	1.180	\$13.82
7	1.210	\$14.17

- B. Cafeteria Workers

1. Head Cafeteria Workers (Based on seven (7) hours per day, one hundred eighty (180) days per year, twelve hundred sixty (1,260) hours per year.)

<u>STEP</u>	<u>INDEX</u>	<u>HRLY RATE</u>
0	1.000	\$ 9.50
1	1.028	\$ 9.77
2	1.057	\$10.04
3	1.086	\$10.32
4	1.115	\$10.59
5	1.144	\$10.87
6	1.172	\$11.13
7	1.201	\$11.41

2. Head Cafeteria Workers Time Schedule

The starting work time for Head Cafeteria Workers shall be from 6:00 AM to 8:00 AM as determined by the Board based upon the needs of the District. The change in starting time shall not decrease the number of hours worked by employees whose schedule has been changed and there shall be a maximum of one (1) adjustment in starting time per employee per school year.

APPENDIX B – Cont’d.

3. Cafeteria Workers (Based on one hundred eighty (180) days per year. Any hours less than seven (7) hours per day will be calculated at the hourly rate.)

<u>STEP</u>	<u>INDEX</u>	<u>HRLY RATE</u>
0	1.000	\$ 9.15
1	1.028	\$ 9.41
2	1.056	\$ 9.66
3	1.084	\$ 9.92
4	1.113	\$10.18
5	1.143	\$10.46
6	1.172	\$10.72
7	1.200	\$10.98

4. Cafeteria Workers Time Schedule

The starting work times for Cafeteria Workers shall be from 6:30 AM to 11:00 AM as determined by the Board based upon the needs of the District. The change in starting time shall not decrease the number of hours worked by employees whose schedule has been changed and there shall be a maximum of one (1) adjustment in starting time per employee per school year.

- C. Full-Time Custodian (Based on eight (8) hours per day, two hundred sixty (260) days per year, two thousand eighty (2,080) hours per year; contract begins July 1. Custodians will not be required to work on Good Friday (i.e., the Friday preceding Easter Sunday) and Christmas Eve provided that school is not in session on that day.)

1. Daytime Custodians

<u>STEP</u>	<u>INDEX</u>	<u>HRLY RATE</u>
0	1.000	\$11.01
1	1.028	\$11.32
2	1.058	\$11.65
3	1.088	\$11.98
4	1.118	\$12.31
5	1.148	\$12.64
6	1.178	\$12.97
7	1.206	\$13.28

APPENDIX B – Cont’d.

2. Full-Time Daytime Custodians Time Schedule

The starting work time for Full-Time Daytime Custodians shall be from 6:00 AM to 8:00 AM as determined by the Board based upon the needs of the District. The change in starting time shall not decrease the number of hours worked by employees whose schedule has been changed and there shall be a maximum of one (1) adjustment in starting time per employee per school year.

3. Evening Custodians

<u>STEP</u>	<u>INDEX</u>	<u>HRLY RATE</u>
0	1.000	\$11.21
1	1.029	\$11.54
2	1.058	\$11.86
3	1.089	\$12.21
4	1.119	\$12.54
5	1.148	\$12.87
6	1.179	\$13.22
7	1.208	\$13.54

4. Full-Time Evening Custodians Time Schedule

The starting work time for Full-Time Evening Custodians shall be from 1:00 PM to 2:00 PM in grades 7-12 and 2:00 PM to 3:00 PM in grades K-6 as determined by the Board based upon the needs of the District. The change in starting time shall not decrease the number of hours worked by employees whose schedule has been changed and there shall be a maximum of one (1) adjustment in starting time per employee per school year.

5. At the discretion of the maintenance supervisor, a full time Junior/Senior High School custodian will be the grass cutter at the Junior/Senior High. When the full-time custodian is assigned the grass cutting responsibilities, a substitute custodian will be used to perform the building duties of the grass cutter.

D. Secretaries

1. High School (Based on eight (8) hours per day, two hundred twenty (220) days per year, seventeen hundred sixty (1760) hours per year); contract begins August 1.

APPENDIX B – Cont’d.

<u>STEP</u>	<u>INDEX</u>	<u>HRLY RATE</u>
0	1.000	\$10.03
1	1.028	\$10.31
2	1.059	\$10.62
3	1.087	\$10.90
4	1.116	\$11.19
5	1.146	\$11.49
6	1.175	\$11.79
7	1.203	\$12.07

2. Elementary (Based on eight (8) hours per day, two hundred (200) days per year, sixteen hundred (1,600) hours per year); contract begins August 1.

<u>STEP</u>	<u>INDEX</u>	<u>HRLY RATE</u>
0	1.000	\$10.03
1	1.028	\$10.31
2	1.059	\$10.62
3	1.087	\$10.90
4	1.116	\$11.19
5	1.146	\$11.49
6	1.175	\$11.79
7	1.203	\$12.07

3. Building/Attendance Secretary. Based on eight (8) hours per day, two hundred three (203) days per year, one thousand six hundred twenty-four (1,624) hours per year. Contract begins August 1.

4. Secretary Time Schedule

The starting work times for Secretaries shall be from 7:00 AM to 8:00 AM as determined by the Board based upon the needs of the District. The change in starting time shall not decrease the number of hours worked by employees whose schedule has been changed and there shall be a maximum of one (1) adjustment in starting time per employee per school year.

APPENDIX B – Cont’d.

F. Mechanic

1. Bus Mechanic (Based on eight (8) hours per day, two hundred sixty (260) days per year, two thousand eighty (2,080) hours per year); contract begins July 1.

<u>STEP</u>	<u>INDEX</u>	<u>HRLY RATE</u>
0	1.000	\$13.18
1	1.031	\$13.59
2	1.062	\$14.00
3	1.092	\$14.39
4	1.123	\$14.80
5	1.153	\$15.20
6	1.185	\$15.62
7	1.215	\$16.01

2. Bus Mechanic Time Schedule

- a. 7:00 AM to 3:00 PM
- b. There may be a slight variation in starting and ending times based on need.

3. Bus Mechanic’s Helper

<u>STEP</u>	<u>INDEX</u>	<u>HRLY RATE</u>
0	1.000	\$12.59
1	1.031	\$12.98
2	1.061	\$13.36
3	1.092	\$13.75
4	1.122	\$14.13
5	1.153	\$14.52
6	1.183	\$14.89
7	1.214	\$15.28

4. Bus Mechanic Helper’s Time Schedule

- a. The mechanic helper shall work a minimum of 4 hours per day when school is in session and 8 hours per day when school is not in session.

APPENDIX B – Cont'd.

- b. If a bargaining unit member who has another position in the District fills this position, the maximum number of hours per day will not exceed 8 hours for the combined positions.

G. Teacher Aides

- 1. Teacher Aides Wage Schedule (Hours shall be based upon the grant proposals and/or the needs of the District.)

<u>STEP</u>	<u>INDEX</u>	<u>HRLY RATE</u>
0	1.000	\$ 9.51
1	1.029	\$ 9.79
2	1.060	\$10.08
3	1.088	\$10.35
4	1.117	\$10.62
5	1.146	\$10.90
6	1.175	\$11.17
7	1.203	\$11.44

- 2. Teacher Aides Time Schedules

- a. The starting work times for Teacher Aides shall be from 9:00 AM to 11:00 AM as determined by the Board based upon the needs of the District. The change in starting time shall not decrease the number of hours worked by employees whose schedule has been changed and there shall be a maximum of one (1) adjustment in starting time per employee per school year.
 - b. Teacher Aides will be employed for a minimum of four (4) hours per day.
- 3. If an Aide fills two or more classification areas, the number of hours per day when school is in session will not exceed eight (8) hours for the combined positions.