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AGREEMENT

Between

American Federation of State,
County and Municipal Employees,
Local 1351 and Ohio Council 8

and

Trimble Local School District
Board of Education

Effective: September 1, 2010 2011 through August 31, 2014 2014

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PREAMBLE

This Agreement entered into by the Trimble Local School Board of Education, hereinafter referred to as the "Board" and Local 1351, Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the providing of an opportunity for Board and Union to negotiate as to wages, hours, and conditions of employment as may be agreed upon by the parties.

ARTICLE I RECOGNITION

SECTION 1. BARGAINING RIGHTS. The Board recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit for the purpose of collective bargaining, with respect to wages, hours and other terms and conditions of employment.

SECTION 2. UNIT DEFINED. The bargaining unit shall consist of all non-teaching employees in the classification of Cooks, Custodians, Teachers' Aides (including Educational Aides, Cafeteria Aides, Librarian Aides, Assistant Bus Mechanic and Bus Aides), Bus Drivers and Maintenance Technician.

SECTION 3. EXCLUSIONS. All employees whose classification is not listed in Section 2 above shall be excluded from the bargaining unit. In addition, the following groups of employees are excluded from the bargaining unit:

- A) Temporary, casual and substitute employees;
- B) Management, supervisory, confidential and fiduciary employees as defined by Ohio's Collective Bargaining Law.

SECTION 4. All newly hired employees should serve a probationary period of sixty (60) days and shall not be entitled to grieve a discharge.

SECTION 5. TEMPORARY EMPLOYEE. A “temporary employee” is defined as an employee hired for a period not to exceed one hundred twenty (120) calendar days. The time period may be extended by mutual agreement of the parties.

SECTION 6. CASUAL AND SUBSTITUTE EMPLOYEE. A “casual employee” is defined as one who is generally available for occasional work, and who accepts or rejects work opportunities offered by the Employer at his or her option. A “substitute employee” is defined as one who fills in for a regular employee who is unavailable for work, and who, from day to day, accepts or rejects work opportunities offered by the Employer at his or her option.

SECTION 7. Management, supervisory and teaching employees shall not perform bargaining unit work if it results in the layoff, reduction or displacement of bargaining unit employees or the erosion of the bargaining unit.

SECTION 8. The most senior bus driver, if applicable, shall have the right to perform services as Transportation Records Keeper. The Transportation Records Keeper shall prepare all paper work in final form associated with the operation of the school transportation system and work under the supervision of the Transportation Supervisor. It is understood that this position may be abolished or reduced in hours at any time by the Board.

SECTION 9. PART-TIME EMPLOYEES. Within the classification structure of the bargaining unit, the Employer may hire workers on a part-time basis. Part-time is defined as a normal work schedule of four (4) hours or less per day. Part-time workers will be eligible for all benefits outlined in the Collective Bargaining Agreement on a prorated basis with the exception of insurance benefits. Part-time workers may purchase insurance

benefits at 100% of the cost of the premium if permitted under the applicable insurance plan.

When a part-time position is created within the bargaining unit, it will be posted. Members of the bargaining unit may apply for the position as supplemental work. Members of the bargaining unit who are qualified for the position will be hired on a seniority basis before the position is offered to an outside applicant as long as the total hours of the current and supplemental work do not exceed eight (8) hours per day or forty (40) hours per week. Members of the transportation department who accept a supplemental part-time position may not accept special assignments or trips that would incur overtime unless the Employer approves otherwise.

Those bargaining unit members employed as of the signing of this Agreement who receive insurance benefits will continue to receive insurance benefits for the duration of employment with the school district even if their position would ever be reduced to less than five (5) hours per day.

ARTICLE II UNION REPRESENTATION

SECTION 1. The Union shall provide to Board annually by August 1st, an official roster of its local officers and other local representative which shall include:

- A) Name
- B) Address
- C) Home Phone Number
- D) Union Office Held

The Union shall also provide annually by August 1, a list of the officers of Ohio Council 8 (President, First Vice-President, Secretary-Treasurer and Recording Secretary), which

shall include the address and phone number of the Headquarters Office of Ohio Council 8.

SECTION 2. Employees selected by the Union to represent members shall be known as “stewards”. The Board shall recognize four (4) stewards, one steward for the bus drivers and one steward for each building owned by the Board to represent employees in that building. The President of Local 1351 shall be designated and recognized as one of the four stewards.

SECTION 3. Union Business shall not be conducted during work hours unless approved by the Superintendent. No reasonable request will be refused.

SECTION 4. Board will provide bulletin boards for use by the Union in appropriate locations. Such bulletin boards may be used by the Union for posting notices approved by the Union and the Department Head or his designated representative. Notices shall be restricted to:

- A) Notice of Union Elections
- B) Notice of Union Meetings
- C) Notice of Union Appointments and Results of Union Elections
- D) Notice of Union Recreational and Social Affairs; and
- E) Such other notices as may be mutually agreed to.

Any change in the location of such bulletin boards shall be decided by the Superintendent and the duly authorized officer of the Union.

There shall be no other posting by employees of notices, pamphlets, advertising or political matter of any kind of literature upon Board property other than as herein provided. Boards will be available:

- Jacksonville (1 board)
- Bus Compound (1 board)

High School

(2 boards, one in the kitchen, and one
in the boiler room)

ARTICLE III
DUES DEDUCTION/UNION SECURITY

SECTION 1. The Board agrees to deduct bi-weekly Union dues in the amount certified to the Employer by the Union from the pay of employees upon receipt of a written authorization executed by the employees for that purpose during the term of this Agreement.

SECTION 2. Union dues by the deduction from employees' pay shall continue for the duration of this Agreement, after receipt of written authorization and shall not be revocable during the term of this Agreement.

SECTION 3. Effective September 1, 1985, all current bargaining unit employees who are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment.

All employees hired after the effective date of this Agreement who do not become members in good standing of the Union, shall pay a fair share fee to the Union, sixty-one (61) days from the employee's date of hire, as a condition of employment.

The fair share fee amount shall be certified to the Employer by the Union.

The deduction of the fair share fee from the pay of employees shall be automatic and does not require a written authorization for payroll deduction.

SECTION 4. The total aggregate amount of dues and fees, together with a separate list

of names of dues payers and names of fair share payers, shall be transmitted to AFSCME, Ohio Council 8, 6800 North High, Worthington, Ohio 43085-2512 by the 10th of the month following the month in which dues are deducted. The list shall include the employee's social security number.

SECTION 5. The Union will indemnify and save the Board harmless from any action growing out of deductions hereunder and commenced by an employee against the Board (or the Board and Union jointly).

ARTICLE IV CALAMITY DAYS

SECTION 1: All bargaining unit employees shall be paid for ~~up to three (3)~~ the number of calamity days the State of Ohio sets when schools are closed due to an epidemic or other public calamity. Employees who are required to report to work on such days shall have the option of being paid at the rate of one and one-half (1 ½) times their regular hourly rate or receiving compensatory time off with pay at a later date for all hours worked on calamity days.

ARTICLE V MANAGEMENT'S RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, the Board reserves and retains solely and exclusively all of its rights of authority conferred by State and Federal Constitutions and laws, and resolutions as such rights existed prior to the execution of this or any other Agreement with the Union, including but in no way limited to:

A) Determined matters of inherent managerial policy which include, but are not limited

to areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;

- B) Direct, supervise, evaluate, or hire employees;
- C) Maintain and improve the efficiency and effectiveness of governmental operations;
- D) Determine the overall methods, process, means of personnel by which governmental operations are to be conducted;
- E) Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F) Determine the adequacy of the work force;
- G) Determine the overall mission of the Employer as a unit of government;
- H) Effectively manage the work force;
- I) Take actions to carry out the mission of the public employer as a government unit.

ARTICLE VI GRIEVANCE PROCEDURE

SECTION 1. There shall be an earnest, honest effort to settle disputes and controversies promptly, and the procedures of this Article shall serve as a means of settlement of all grievances. A grievance is a complaint that the Board has violated the terms of this Agreement. Said grievances may be filed by the Union, employee or employees.

STEP 1: The aggrieved employee shall first discuss his complaint with his immediate supervisor, with or without a representative present, and attempt to solve the dispute within five (5) work days after the employee has knowledge of, or should have knowledge of, the incident upon which the alleged grievance is based. If the grievance is not referred to Step 1 of this procedure within five (5) work days after the employee has knowledge of or should have

knowledge of, the incident upon which the alleged grievance is based, it shall be considered satisfactorily resolved.

STEP 2: In the event the dispute is not resolved in accordance with the above paragraph, the aggrieved employee shall deliver his grievance, signed and in writing, to the Supervisor within three (3) work days after the employee has received a verbal response from his supervisor. Such supervisor will answer the grievance in writing within five (5) work days after receipt. If the Union is not satisfied with the written answer of the first line supervisor, the Union may refer the grievance to the third step of this procedure. If the grievance is not referred to Step 3 of this procedure within five (5) work days after the receipt of the decision rendered in this Step, it shall be considered to be satisfactorily resolved.

STEP 3: The grievance, in the event is appealed from Step 2, shall be submitted to the Superintendent along with all correspondence. The Superintendent shall reply to the Union and the grievant in writing within five (5) work days after completion of the grievance meeting. If the answer of the Superintendent is not satisfactory to the Union, the grievance may be appealed to Step 4 within five (5) work days after receipt of reply from Superintendent. If the intent to invoke the third step of the grievance procedure is not received by the Treasurer of the Board of Education within five (5) work days after the receipt of the Superintendent's answer, it shall be considered to be satisfactorily resolved.

STEP 4: If the grievance is not resolved at Step 3, the parties may mutually agree to refer the grievance to mediation by giving written notice and a request for a mediator to the Superintendent and the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB) within twenty work days of the date the answer was received at Step 3. The mediator shall meet with both parties and their representatives to attempt to reach a settlement. Any settlement reached shall be reduced to writing and shall be binding upon the grievant, the Union and the Employer.

STEP 5: The grievance, in the event it is appealed from Step 4, shall be submitted to the Treasurer of the Board of Education. The Board of Education and representatives of the Union shall meet in executive session at the next regularly scheduled Board meeting following receipt of the appeal to discuss the grievance and attempt to resolve the issue. A written answer stating the Board's position shall be mailed to the Union within ten (10) days of the Step 5 meeting.

STEP 6: If a satisfactory disposition of the grievance is not made at Step 5, either the Board or the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the Federal Mediation and Conciliation Service. Such appeal must be taken within fifteen (15) days of the date of the answer given in Step 5 above. The decision of the arbitrator should be made within 30 days of the date of the hearing. Both parties request that the arbitrator make his decision as early as possible.

The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement, or contrary to law. It is understood and agreed that the use of the headings is for convenience only and that no headings shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

The decision of the arbitrator shall be final and binding upon both parties. The cost of the arbitrator will be shared equally by the Board of Education and the Union.

ARTICLE VII NON-DISCRIMINATION

SECTION 1. The Employer and the Union agree not to discriminate because of race, creed, sex, age, color, handicap, national origin, or religion. A grievance filed based on any of the above may be processed up to and including Step 4 of the grievance procedure.

If not solved at this level the employee has the option of either going to Step 5 of the grievance procedure of filing other appeals, but cannot do both.

The Employer agrees not to discriminate or take any reprisal action against any employee for participation or affiliation with the Union or because of any unlawful activity on behalf of the Union.

SECTION 2. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

SECTION 3. Any complaint of discrimination against the Union shall not be pursued through the grievance procedure, but may be pursued through those procedures available under the Union Constitution and/or through state and federal law.

ARTICLE VIII WORK WEEK AND OVERTIME

SECTION 1. The normal work week for full time (12) month employees shall consist of eight (8) hours per day, five (5) consecutive days, Monday through Friday. The week for pay purposes shall be Sunday 12:01 AM through Saturday night 12:00 Midnight. There is no guarantee of a forty (40) hours work week. The normal work week for less than twelve (12) month employees shall be five (5) consecutive days, Monday through Friday. All bargaining unit employees shall be paid for each day worked that school is in session for up to five (5) days. If declared; for all holidays as specified in Article XIX, and all days designated as teachers' days, provided that teacher days shall not be considered holidays. There is no guarantee of any minimum number of hours per work week.

SECTION 2. All hours worked in excess of forty (40) hours per week or eight (8)

hours in a day will be paid at the rate of time and one-half (1 ½) the regular rate of pay. For the purposes of computing overtime, time in active pay status shall be considered as time worked. Overtime will be paid on the pay period following the pay period in which it was earned. The normal work week for a less than twelve (12) month employee shall be five (5) consecutive days, Monday through Friday.

SECTION 3. Board agrees to make every reasonable effort to rotate overtime opportunities and will give a twenty-four (24) hour notice of such overtime unless due to an emergency. The supervisor in each area or building principal will be the responsible person for call and crediting the overtime or making refusal.

Any employee, offered an overtime opportunity and, who either refuses the offer or is unavailable to accept such offer, shall be moved to the bottom of the overtime rotation list. Any employee, who chooses to waive overtime opportunities, may do so by providing his or her supervisor with written notice of said waiver and the period of time for which the waiver is effective. The Board reserves the right to use substitutes when manning requirements so require, after first offering the overtime to bargaining unit members.

ARTICLE IX SENIORITY/BID PROCEDURES

SECTION 1. SENIORITY.

- A) System-wide Seniority - the employee's length of continuous service with Trimble Local School District computed from the most recent date of hire into the school district.
- B) Classification Seniority - the employee's length of continuous service in his/her current classification and computed from the most recent date of hire into that particular classification.
- C) Bargaining Unit Seniority - the employee's length of continuous service in the

bargaining unit of the Trimble Local School District as computed from the employee's most recent date of entry into the bargaining unit.

- D) An employee who accepts a non-bargaining unit position with the Employer shall not accrue bargaining unit seniority in that position.

SECTION 2. TERMINATION OF SENIORITY.

- A) Retirement
- B) Termination
- C) Resignation

Termination of seniority shall not apply to employees on approved leaves of absence. Seniority shall not accumulate during such absence.

Full restoration of previous seniority shall be given to all employees who are laid off or terminated and subsequently re-employed within one and one-half (1 ½) years of separation from employment.

SECTION 3. System-wide seniority shall apply to vacation accrual and retirement only.

SECTION 4. Classification seniority shall apply to the following conditions:

- A) Promotions within the classification when the employee meets the requirements of the listed vacancy.
- B) Filling vacancies, both new and established, within the classification, including bus routes when the requirements of the position are met.
- C) Shift preference when vacancies occur, except for bus route changes which would involve an unreasonable amount of added mileage driven.
- D) In the event of transfer of a bargaining unit employee, the least senior employee will be transferred first, unless a more senior employee desires the position.

SECTION 5. Bargaining unit seniority shall apply for vacancies and promotions when no

employee within that classification meets the qualifications for the position or when employees within that classification fail to bid on a vacancy, provided the employee is qualified and physically able to perform the job.

SECTION 6. SENIORITY LIST. The Union President will be furnished with a list setting forth each bargaining unit employee's name, classification, seniority, system-wide seniority, and bargaining unit seniority, upon written request to the Superintendent.

SECTION 7. When a vacancy occurs or a new position is created a written notice shall be sent to the local's president.

- A) One bulletin board in each center will be designated for posting vacancies and opportunities for promotion for a minimum of five (5) working days. Employees shall have the opportunity to bid on such vacancies and promotions by notifying the Superintendent of Schools in writing prior to midnight of the fifth (5th) day following the posting of their desire to be considered for the vacant position.
- B) All posted vacancies shall include the initial date of posting, job title, location, hourly rate of the position, hours required, description of the duties, minimum qualifications and shift.
- C) Employees shall be awarded position vacancies following the prescribed posting in (A) above in the following order, but subject to the criteria outlined below:
 - 1. Employees with the greatest seniority in the classification, provided the employee is qualified to perform the work as determined by the Board;
 - 2. Employees with the greatest system-wide seniority, provided the employee is qualified to perform the work as determined by the Board.

Employees must meet the qualifications for the position, and must be physically able to perform the duties as outlined by the Employer. Denial of position award to the most senior employee must be accompanied by written reason for denial. The Employer reserves the right to select personnel for supervisory positions without regard to seniority. Employees bidding will be given preference and interviewed before outside applicants are interviewed.

- D) Postings that occur during the summer months will be sent with the employees' paychecks or mailed to the employees, at least one (1) day prior to the start of the posting period.
- E) Substitutes will not be employed to permanently replace regular employees, or to erode the bargaining unit. Substitutes may be used for unusual work loads, to fill in for absent employees, or until such time as pending vacancies are filled.
- F) In job lay-off or job abolishment situations, displaced regular employees will be placed upon the substitute list.

SECTION 8. In the event of a tie in seniority, the tie shall be broken in favor of the employee with the lowest number for the last four digits of his/her social security number.

ARTICLE X DISCIPLINE

SECTION 1. The Board shall have the right to discipline employees for just and proper cause.

SECTION 2. A disciplined employee will be given a written or oral statement describing the reason or reasons for the discipline except in the case of verbal warning.

SECTION 3. An employee shall have the right to be accompanied by his Union steward in all disciplinary hearings other than verbal warnings.

SECTION 4. An employee shall have the right to appeal disciplinary actions through the grievance procedure outlined in this Agreement.

SECTION 5. Written reprimands will be removed from an employee's personnel files eighteen (18) months after the effective date of the reprimand providing there are no

intervening disciplinary actions against the employee during the eighteen (18) month period.

Records of suspension will be removed from an employee's personnel file twenty-four (24) months from the date of suspension, provided there are no intervening disciplinary actions against the employee during the twenty-four (24) month period.

SECTION 6. If an employee decides to use the grievance procedure to appeal disciplinary action he/she shall not be permitted to challenge said disciplinary action through court or administrative action unless the Board is believed to have committed an unfair labor practice as defined under Ohio State law, in which case the employee or the Union may also file an unfair labor practice charge.

ARTICLE XI LAY-OFF, JOB ABOLISHMENT AND RECALL

SECTION 1. Each employee who is laid off or whose position has been abolished resulting in a lay off, shall be given a fifteen (15) calendar day notice of layoff in writing. The Union shall be provided with a copy of the notice at least fifteen (15) days in advance of the layoff/abolishment. In the event of a reduction of the work force, the following order of reduction will be in effect:

1. All probationary employees within the affected classification;
2. All part-time temporary and casual employees in the affected classification;
3. Thereafter, any further reduction will be the least senior regular employee(s) (using bargaining unit seniority) in the affected classification.

SECTION 2. BUMPING. Employees who are laid off from their classification may bump a less senior employee (using bargaining unit seniority), other than a bus driver, provided

the employee is qualified to perform the work as determined by the Board and provided the employee notifies the Employer of his/her intention to bump and the department he/she intends to bump within five (5) calendar days after he/she receives notice of layoff from the Employer. If an employee bumps into a classification in which he/she has not previously served, he/she shall be subject to a thirty (30) calendar day probationary period. Salary placement for the bumping employee shall be at the same step.

Employees who are laid off from their classification may bump a less senior bus driver (using bargaining unit seniority), provided the employee is qualified to perform the work as determined by the Board; provided the employee possesses a valid Commercial Drivers License for school bus driving prior to bumping and provided the employee notifies the Employer of his/her intention to bump into that department he/she intends to bump within five (5) calendar days after he/she receives notice of lay-off from the Employer. If an employee bumps into the bus driver classification in which he/she has not previously served, he/she shall be subject to thirty (30) calendar day probationary period. Salary placement for the bumping employee shall be at step 0.

The Employer shall notify the bumped employees within five (5) work days after the Employer has received notice from the employee who was originally laid off. Employees who are bumped may also exercise bumping rights as set forth herein. Employees who are bumped may be laid off on the original date set for layoff, provided they are notified as set forth in this Section. The Union shall be provided with copies of all notices of intent to bump and notice of layoff to bumped employees by the Board.

SECTION 3. Recall from a reduction of work force will be in the inverse order of layoff (most senior employee on lay off recalled first) to: 1) vacancies within their classifications; 2) vacancies within any other classification for which the laid off employee is qualified and physically able to perform. No vacancies shall be posted or filled prior to required recalled notices. Written notice or recall will be mailed to an employee's last known address, with a copy of the Union, by certified mail, return receipt requested. Within five (5) calendar

days after receipt of a recall notice, by either the employee or the Union, the employee must report in writing to the Superintendent of his/her intent to accept the recall position. It is the employee's duty to keep the Superintendent and the Union apprised of his current address. The employee who has properly notified the Superintendent must report to work within three (3) days or at the discretion of the Superintendent. Laid off employees shall have recall rights for one and one-half (1 ½) calendar years from the effective date of layoff. Any employee failing to notify the Superintendent within the above provisions, shall be terminated.

SECTION 4. In the event the school district closes and/or accepts consolidation, the Board will notify the Union President in writing as soon as possible but not less than thirty (30) days prior to the effective date so that discussion of the impact upon employees may take place.

ARTICLE XII WORKING CONDITIONS

SECTION 1. Any employee evaluations will be in writing and discussed with the employee. All employee evaluations will be signed by the employee indicating he has read and understands the evaluation. Signed evaluations do not indicate agreement with the evaluation by the employee unless noted by the employee under "comments".

SECTION 2. Should the Superintendent or his designee require an employee to perform skills maintenance technical work defined as major electrical, plumbing, boiler, carpentry and furnace work for more than one (1) hour during a work shift, then that employee shall receive the hour rate of pay of the maintenance technicians for all hours worked in said capacity. By way of example, major electrical, plumbing, boiler and furnace work shall not include changing the light bulbs, painting, mowing of grass, cleaning of rest rooms, etc.

SECTION 3. LUNCH BREAK AND BREAKS. Twelve (12) month employees shall be

entitled to a fifteen (15) minute break in the first half of their shift and a fifteen (15) minute break in the second half of their shift and a one-half (½) hour unpaid lunch break. Cooks and aides shall be entitled to a ten (10) minute break. Aides shall be entitled to a one-half (½) hour unpaid lunch break during the normal work day. Cooks shall be entitled to eat lunch during working hours as time permits between cooking and cleaning up duties. Management reserves the right to schedule said breaks within the parameters of this section.

SECTION 4. COMMERCIAL DRIVER'S LICENSE. As a condition of continued employment, bus drivers shall obtain a Commercial Driver's License (CDL) as required by state law prior to driving for the Board. The Board shall reimburse the employee for the cost of the CDL within thirty (30) days after obtaining same and the tendering to the Treasurer of proof of payment of the fee for the license. The employee shall also deposit with the Treasurer a copy of his/her CDL. If an employee terminates his/her employment with Board within one (1) year of when the Board reimbursed the employee for the cost of his/her CDL, then the employee shall pay said reimbursement back to the Board.

SECTION 5. Any bargaining unit employee shall have the right, upon written request, to receive up to twenty (20) hours of Commercial Driver's License training provided at Board expense. Training hours beyond twenty (20) are at the discretion of the Superintendent. Scheduling of training shall be arranged within two weeks of the request, provided no more than one employee may be undergoing training at one time.

ARTICLE XIII INSURANCE

SECTION 1. The Board shall provide by single and family insurance coverages as follows:

The Board shall offer employees a two-tiered health insurance program. Employees will be asked to choose between the current PPO Plan and the new Optional PPO Plans.

The Employer shall provide bargaining unit employees with a \$20,000.00 life insurance policy.

The Employer shall provide bargaining unit employees with the same dental coverage that teachers had.

A) ~~Board No. 1 (3%, 8%) with locked-in amounts for current year as described below:~~ **The Employer shall provide the employees with the same insurance listed below at the current rates for the life of this Agreement:**

BUY UP to CURRENT PPO:

[Single: \$84.59 monthly

Family: \$307.30 monthly]

ALTERNATE (new) PPO:

[Single: \$18.32 monthly

Family: \$130.49 monthly]

B) Board will pay up to \$15 per month toward the cost of the AFSCME Health and Welfare Supplemental Prescription Drug insurance for all bargaining unit members covered under district health insurance.

SECTION 2. Any employee who provides proof of coverage for hospitalization, major medical and prescription through another carrier and then elects no insurance coverage under this Article for a period of one year shall receive \$900.00 for that year in which he/she elected to receive no coverage. Employees shall make their election between September 1 and September 15th of each year. If for any reason, the employee loses the coverage through another carrier, he/she may, upon presentation to the Treasurer of proof of loss of coverage re-enroll in the hospitalization, major medical and prescription

insurance plan, provided the Board's insurance carrier will allow said re-enrollment and provided the employee meets any eligibility criteria of the Board's insurance carrier.

Payment of the \$900.00 bonus shall be made by the last pay in September of the year following the year the employee elected to drop the Board provided insurance. If an employee's employment terminated for any reason during the one-year period, the employee shall receive a pro-rated portion of the \$900.00 bonus at the time of termination of employment. If the employee has elected to re-enroll in the insurance plan, under the re-enrollment conditions established herein, the employee shall receive a pro-rated portion of the \$900.00 bonus payable by the last pay in September of the year following the year the employee elected to drop the Board provided insurance. Employees who elect not to receive coverage because their spouse is covered under the Board's insurance plan shall be eligible to receive \$450.00 as a bonus payable in accordance with schedule provided herein.

ARTICLE XIV JURY DUTY

A regular employee required to serve on jury before a court empowered by law to require such service, shall be excused from duty for the time required for such service and shall be paid his/her regular hourly rate less his/her jury pay, provided he/she notifies his/her supervisor five (5) days prior to such jury date. This benefit will be administered as follows:

- A) If excused from jury services on any day in reasonable time to report for at least three (3) hours work before the end of this shift, he shall be paid an amount equivalent to the number of unworked hours of his regular scheduled shift at this straight time rate, less his regular jury fees, and he shall report for work as soon as reasonably possible.
- B) If not excused from jury service in time to perform at least three (3) hours work

during his regular shift hours, the employee shall receive an amount equivalent to his straight time rate less regular jury fees.

- C) Employees shall be paid by the Treasurer for all time earned above and the employee shall endorse his jury fee check over to the School District.
- D) Employees who work the second and third shift shall be considered on day shift for purposes of this Article, whenever they are required to be on court or jury duty.

ARTICLE XV PERSONAL LEAVE

SECTION 1. All bargaining unit members shall be granted a maximum of three (3) days personal leave per year for business that cannot be taken care of outside normal working hours or for personal emergencies. Unused personal leave shall not accumulate from year to year.

At the end of each year personal leave usage shall be reviewed. Any bargaining unit employee who has not used personal days during the year shall be paid Step 0 of their classification, as listed in the wage appendix, for any unused personal leave days.

Payment for non-usage of personal leave shall be made no later than June 30th.

Employees who have used personal days in one-half ($\frac{1}{2}$) day increments shall receive a pro-rated share of days used.

SECTION 2. When an employee becomes aware of a need to use personal leave he/she shall give his/her building principal or the principal's designee two (2) days advance notice so that arrangements can be made for a qualified substitute. In case of emergency, the two (2) day notice may be waived.

SECTION 3. Personal leave shall not normally be approved for the day preceding or following a holiday, vacation period or the first and last week of school. Not more than 20% of any school faculty or two (2) employees of any non-academic classifications may

be granted personal leave the same day.

SECTION 4. Personal leave may be used in one-half ($\frac{1}{2}$) day increments. Absence for a portion of a day beyond one-half ($\frac{1}{2}$) day shall be deducted as a full day of personal leave. Personal leave shall not normally be approved for two (2) consecutive days.

ARTICLE XVI LEAVE OF ABSENCE

SECTION 1. Upon the written request of a regular non-teaching school employee, the Board of Education may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be reviewed by the Board. Without request, the Board may grant similar leave of absence and renewals thereof to any non-teaching school employee because of physical or mental disability, but such non-teaching employee may have a hearing on such unrequested leave of absence or its renewals in accordance with 3319.081© of the Ohio Revised Code.

SECTION 2. One employee will be granted up to seven (7) days unpaid leave for purpose of attending Union conventions.

SECTION 3. Three (3) days of paid bereavement leave along with up to three (3) days sick leave shall be granted by the Board for death in the employee's immediate family. For the purpose of this Article, immediate family shall be defined as spouse, child, grandchild, parent, parent-in-law, grandparents, grandparent-in-law, sibling, sibling-in-law, aunt, uncle, nephew and niece.

SECTION 4. Maternity/Paternity unpaid leave shall be granted up to six (6) weeks

except for abnormal pregnancy which will be for up to three (3) months.

SECTION 5. Upon the return to service of a non-teaching school employee from a leave of absence, the Board may terminate the employment of a person hired exclusively for the purpose of replacing the returning employee while he was on leave.

SECTION 6. Employees shall be reinstated to their former position and pay upon return from a leave of absence, provided their former position exists. Employees hired exclusively for the purpose of replacing the returning employee shall be informed in writing of such employment status at the time of hire.

SECTION 7. The following verification of leave form shall be filled out by the employee requesting a leave:

SECTION 8. FAMILY MEDICAL LEAVE

A) In accordance with The Family Medical Leave Act of 1993 (FMLA), the Trimble Board of Education will grant job protected family and medical leave to eligible employees. ~~for up to 12 weeks for 12 month employees and up to 9 weeks for 9 and 10 month employees, per 12 month period for any one, or more of the following reasons:~~

1. The birth of a child in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement with employee); or
2. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or
3. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

B) To be eligible for family or medical leave a 12 month employee must have worked

- for the Trimble Board of Education for at least 12 months and must have worked at least 1250 hours over the previous 12-month period, and a nine or ten month employee must have worked at least 684 hours over the previous 12-month period.
- C) An employee may request intermittent leave to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when medically necessary; or to care for a child during the 12 months following birth or placement by adoption or foster care.
 - D) An employee will not be required to substitute accrued sick leave for any part of a family or medical leave, and may elect to use accrued vacation after exhausting sick leave. When an employee has used accrued sick and/or vacation time for a portion of a leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave equals 12 weeks.
 - E) The employee must complete and forward to the Superintendent the Request for Family or Medical Leave form not less than 30 days in advance, when the leave is foreseeable. The employee must submit a completed Physician/Provider form to the Superintendent within 15 days after requested, or as soon as is reasonably possible. Upon receipt of the completed forms, the leave will be considered by the Superintendent who will approve or deny the leave as soon as reasonably possible. In unexpected or unforeseeable situations, an employee must provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for a leave becomes known, followed by a completed Request for Family Medical Leave form and Physician/Provider Certification. If an employee fails to give 30 days notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until 30 days after the employee provides notice.
 - F) The Trimble Board of Education reserves the right to obtain a second or third medical opinion, at its own expense, periodic reports on the employee's status and intent to return to work, fitness-for-duty report to return to work.
 - G) All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained by the Superintendent.
 - H) An employee granted a leave under this section will continue to be covered under

the Board's group health benefit plan and group term life insurance plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave.

- I) If the employee fails to return from an unpaid family or medical leave, the employee's health plan benefits will terminate in accordance with COBRA regulations and the group life insurance will terminate immediately in accordance with the provisions of the applicable group policy.
- J) An employee on an unpaid family or medical leave will not accrue seniority, vacation or sick leave.

For the purposes of this Section, the following definitions apply:

- 1) 12-month period - means a rolling 12-month period measured backward from the date the leave is taken contiguous with each additional leave day taken.
- 2) Serious health condition - means an illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient care; or
 - b. Any period of incapacity requiring absence from work for more than three calendar days AND that involves continuing treatment by a health care provider; or
 - c. Continuing treatment by a health care provider for a chronic or long term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity for more than three days; or
 - d. Prenatal care by a health care provider.
- 3) Continuing treatment - means:
 - a. Two or more visits to a health care provider; or
 - b. Two or more treatments by a health care practitioner or referral from, or under the direction of, a health care provider; or
 - c. A single visit to a health care provider that results in a regimen of continuing treatment; or

- d. In the case of a serious, long term or chronic condition or disability that cannot be cured, being under the continuing supervision of, but not necessarily being actively treated by, a health care provider.

TO BE COMPLETED BY SUBSTITUTE

SCHOOL _____ DATE _____

I hereby certify that I was employed as a substitute - Circle One of the following:

(Teacher) (Secretary) (Bus Driver) (Aide) (Cook) (Custodian) on the date of

_____ number of
days _____
Month(s) Day(s) Year

I hereby submit a statement of such employment for payment of the prevailing wage scheduled by the Trimble Local Board of Education

Signed: _____
Substitute Employee

ARTICLE XVII
MILITARY LEAVE

SECTION 1. Any non-teaching school employee who, subsequent to September 1, 1962, has left, or leaves, the employ of a board of education for the purpose of entering on extended active duty in the armed services of the United States or the auxiliaries thereof, and within eight (8) weeks enters such service and who had returned, or returns, from such service with an honorable discharge or certificate of service shall be re-employed by the board of education of the district in which he held such school position, in the same position as that which he last held in such district, if such non-teaching school employee applies, within ninety (90) days after such discharge, to such board of education for re-employment. Upon such application, such non-teaching school employee will be re-employed at the first of the next school semester, if such application is made not less than thirty (30) days prior to the first of such next school semester, in which case such non-teaching school employee shall be re-employed the first of the following school semester.

For the purpose of seniority and placement on the salary schedule, years of absence on extended active duty in the armed services of the United States or the auxiliaries thereof shall not exceed four, and shall be counted as though school services had been performed during such time.

The board of education of the district in which such non-teaching school employee was employed and is re-employed under this section may layoff the non-teaching school employee whose services become unnecessary by reason of the return of a non-teaching school employee from service in the armed service or auxiliaries thereof.

SECTION 2. Employees who are members of the Ohio National Guard or a member of a reserve component of the armed forces are eligible for military leave without loss of pay for occasional periods of field training or active duty not to exceed a total of thirty-one (31) calendar days in any one (1) calendar year. Such leave will be in addition to regular

vacation time and there is no requirement that the service must be in one continuous period of time.

For occasional short periods of field training or active duty, employees must furnish a copy of the military order which directs them to report for such training to their supervisor. Appropriate entries must be made on the employee's time sheet/card for the pay period(s) involved.

For periods of field training or active duty, insurance coverage is not interrupted.

Other provisions of applicable state and/or federal law will be observed in considering employment rights and benefits relating to veterans, members of the National Guard and other covered military components.

ARTICLE XVIII SICK LEAVE

SECTION 1. All bargaining unit employees shall be entitled to fifteen (15) days sick leave with pay for each year of employment, which shall be credited at the rate of one and one fourth (1 1/4) days per month. A day of sick leave credit shall be computed as follows: Custodian - 10 hours per month; Cafeteria workers - 7.5 hours per month; Bus drivers - 6.25 hours per month and Teacher's aides - 7.5 hours per month. Payroll stubs shall illustrate the employee's sick leave use and accumulation. Employees who wish to use sick leave shall contact their immediate supervisor at least one-half (1/2) hour prior to the start of their shift, unless extenuating circumstances prevent an employee from contacting the supervisor during that time period.

SECTION 2. Employees shall be required to provide a written, signed statement to justify the use of sick leave and if medical attention is required by the employee, the

employee's statement shall list the name and address of the physician and the date(s) of the physician's services.

SECTION 3. Employees upon approval of the Superintendent may be entitled to use sick leave 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. Sick leave used for a death in the immediate family shall be limited to three (3) days. No reasonable request shall be refused.

SECTION 4. Unused sick leave shall be cumulative to an unlimited amount for usage purposes.

SECTION 5. At the time of retirement, an employee shall be paid in cash for the value of his/her accrued but unused sick leave up to a maximum of one-fourth (1/4) of 200 days.

SECTION 6. Annually, each employee may voluntarily contribute to a sick leave pool up to twenty percent (20%) of his/her accumulated sick leave to a maximum of five (5) days of sick leave, which may be drawn upon by any employee who is unable to work because of a long-term personal illness or injury. Normal eligibility requirements will apply to the use of sick leave from this pool. In addition, in order to draw from this pool, an employee must be out of sick leave, personal leave, and vacation time, be on a non-Worker's Compensation personal illness or injury, and must have been off work for at least four consecutive weeks. If an employee is off work and receiving or expects to receive Worker's Compensation, he/she is not eligible to draw from the pool.

An employee who wishes to draw from the pool, must make a request in writing to the Superintendent. If the employee is unable to make such a written request, the request may be made by a member of the employee's immediate family. All days shall be converted to hours for the purpose of the sick leave pool. The Superintendent or his/her designee shall administer the sick leave pool. The Union and the Board agree that only

a decision denying an employee eligibility to the sick leave pool may be grieved.

Employees who wish to donate to the sick leave pool, shall authorize such donation in writing and deliver the authorization to the Treasurer. The authorization shall be signed and dated by the employee. Donations may be made at any time between September 1 and September 15th of each year and for a period of two weeks from the date an employee first requests to utilize the sick leave pool. Once authorization for donation of sick leave to the pool is made, it can not be retracted. If the Union requests, the employer shall notify the Union of the amount in the sick leave pool.

On August 31st of each year, the Treasurer shall void any unused sick leave in the pool leaving a zero balance as of September 1 and the pool shall start anew. The employees understand that any unused sick leave in the pool as of August 31st of each year is forfeited and not reinstated to the contributing employee(s).

Employees who draw sick leave from the pool shall be paid their regular rate of pay and their regularly scheduled hours for sick leave drawn from the pool. The employee may be required to submit a physician's statement or submit to an examination by the Board's physician. An employee may draw from the sick leave pool until exhausted, but in no event, longer than three months from the date of the first use. In the case of multiple requests for sick leave pool usage, all users shall be allowed equal access to the pool regardless of when a user first started drawing from the pool or whether the users work different hours per day.

ARTICLE XIX HOLIDAYS

SECTION 1. All regular non-teaching school employees employed on an eleven or twelve month basis shall be entitled to the following paid holidays, provided each such

employee accrued earnings on his next preceding and next following scheduled work days before and after such holiday or was properly excused from work on those days:

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

SECTION 2. All regular non-teaching school employees employed on a nine or ten month basis shall be entitled to the following paid holidays, provided each such employee accrued earnings on his next preceding and next following scheduled work days before and after such holiday or was properly excused from work on those days:

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

SECTION 3. Regular non-teaching school employees employed less than nine months shall be entitled to those holidays which fall during the employee's time of employment, provided each such employee accrued earnings on his next preceding and next following scheduled work days before and after such holiday or was properly excused from work on those days.

SECTION 4. Whenever an employee is required to work on any holiday, the employee shall receive the regular holiday pay and in addition, shall receive pay at one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked on those holidays.

SECTION 5. Holidays shall be paid in addition to the number of school work days.

ARTICLE XX
VACATION

SECTION 1. All eleven (11) and twelve (12) month bargaining unit employees will be entitled to vacation with pay as follows:

<u>LENGTH OF COMPLETED SERVICE</u>	<u>AMOUNT OF VACATION</u>
After one (1) year	Two (2) weeks
After seven (7) years	Three (3) weeks
After sixteen (16) years	Four (4) weeks
After twenty-five (25) years	Five (5) weeks

SECTION 2. Whenever a holiday falls within an employee's vacation period, that employee will be entitled to an extra day off with pay.

SECTION 3. Upon separation from employment, employees shall be entitled to compensation at the current rate of pay for all lawfully accrued and unused vacation leave to the employee's credit at the time of separation, not to exceed the vacation leave accrued to the employee for the two (2) years immediately preceding his separation and the prorated portion of his earned but unused vacation leave for the current year. In the case of death of an employee such accrued but unused vacation leave and prorated portion of the current year shall be paid to the employee's designated beneficiary or to

his/her estate.

SECTION 4. Vacation shall be taken in one (1) week increments and will be taken at the time most desired by the employee, provided, however, only one employee at a time from the bargaining unit may be on vacation unless otherwise approved by management. No vacation shall be taken two (2) weeks before school starts. All employees shall notify the Superintendent no later than June 1 of their vacation preference. Whenever operational needs of the school district preclude the granting of vacation to even one (1) employee, the Superintendent shall have the right to reschedule such vacation, provided the employee is given a written notice of the operational need as far in advance as possible of the employee's first day of originally scheduled vacation.

ARTICLE XXI LABOR/MANAGEMENT MEETINGS

Whenever necessary, the Superintendent or his designee, and the Union, will meet as Labor-Management committee consisting of not more than two (2) local Union representative, one (1) non-employee union representative and three (3) management representatives to discuss matters of mutual concern to the parties, including any problems that arise concerning implementation of the Agreement. Whenever possible, the parties will exchange agendas at least three (3) days prior to the meeting so that the other party will be prepared for discussion.

ARTICLE XXII NO STRIKE NO LOCKOUT

SECTION 1. STRIKE PROHIBITION. The services performed by the employees included in this Agreement are essential to the public health, safety and welfare. There

shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with public service.

In the event of a work stoppage by an employee or group of employees not covered by this Agreement, it is expressly understood that the employees hereunder shall continue to work during such activity, provided the safety and security of the employees is guaranteed by the Board.

There shall be no sympathy strike, wildcat strike, or any other strike activity for the duration of this Agreement.

SECTION 2. NOTICE. In an event any employee hereunder is engaged in any violation of Section 1 above, the Union shall, upon notification by the Board, immediately order such employee or employees to resume normal activities and shall publicly denounce any such violation of Section 1.

SECTION 3. NO LOCKOUT. The Board shall engage in no lockout of employees in the bargaining unit.

ARTICLE XXIII LEGALITY

SECTION 1. This Agreement is subject to all future and existing applicable state and federal laws, and if any provisions contained herein are contrary to the above, as held by a court of law, or regulatory agency of competent jurisdiction, such provisions herein contained shall automatically be terminated.

SECTION 2. Should any article, section or portion of this Agreement be held unlawful and unenforceable by any court, or regulatory agency of competent jurisdiction, then such decision shall apply only to that specific article, section or portion of the Agreement. The

parties will meet and discuss the abrogated provisions. The parties agree to re-open negotiations on this abrogated provision only. The remainder of the Agreement shall remain in full force and effect.

ARTICLE XXIV WAGES

SECTION 1. Wage rates shall be as set forth in the attached Appendix 1 and made a part of herein. Bargaining Unit members shall receive a ~~3%~~ 0% salary increase this year **for the term of this Agreement.**

SECTION 2. The employee classifications covered by this Agreement are Custodians, Bus Drivers, Cafeteria Workers, Teacher's Aides (including Educational Aides, Cafeteria Aides, Librarian Aides, Assistant Bus Mechanic and Bus Aides) and Maintenance Technician.

SECTION 3. Bargaining unit employees shall be placed at and automatically progress through the steps of the Board salary schedule, Appendix 1, based upon their completed years of service within classification, effective on the pay period closest to the employee's classification anniversary date.

SECTION 4. Newly hired employees and employees changing classifications will begin at entry level (Step 0) of the salary schedule. Employees changing classifications will begin at the step below the least senior employee in that classification unless said step placement results in a salary decrease in which case the employee shall be placed at the first step in the new classification that does not result in a salary decrease.

SECTION 5. A change from the normal Friday pay date is agreed to for the purpose of rolling back the starting date of the school year, by one week, every five to seven years.

The last five (5) pay dates of Friday, for that pay year, would be adjusted by moving that pay date one working day every two (2) weeks. The normal Friday pay date would become Monday, the next pay date would be Tuesday, etc. to complete the 26 pay period year. Both parties may agree instead to a 27 pay period year for the purpose of rolling back the starting date of the school year, by one (1) or two (2) weeks, every five (5) to seven (7) years. In either event, both pay period changes shall be the year before the roll back adjustment to the school calendar. Two hundred sixty (260) day employees will be paid one day extra per pay period for five payrolls during the adjustment year in which 27 pay periods result.

ARTICLE XXV
MILEAGE REIMBURSEMENT

Upon proper documentation and with approval by the Superintendent and the Board, an employee covered herein is entitled to mileage reimbursement, and will be reimbursed at the IRS rate per mile.

ARTICLE XXVI
COMMERCIAL DRIVER LICENSE
ALCOHOL AND DRUG TESTING POLICY

SECTION 1: Any questions regarding these policies or procedures should be directed to Trimble Local School District Safety Officer.

SECTION 2: All employees who operate a commercial motor vehicle are subject to this policy. This includes, but is not limited to:

- A) Full-time regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operated contractors who

are either directly employed by or under lease to the Trimble Local School District or who operate a commercial motor vehicle at the direction of or with the consent of the Trimble Local School District.

- B) For the purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to the Trimble Local School District to drive a commercial motor vehicle.

SECTION 3: For purposes of this policy, safety-sensitive functions include:

- A) All time at a carrier or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.
- B) All time inspecting equipment as required or inspecting, servicing or conditioning any commercial motor vehicle at any time.
- C) All time spent at the driving controls of a commercial motor vehicle in operation.
- D) All time, other than driving time, in or upon any commercial motor vehicle.
- E) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- F) All time spent by the driver performing functions relating to accidents.
- G) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

SECTION 4: Drivers covered by this policy are prohibited from engaging in the following:

- A) Reporting to duty, remaining on duty, or performing a safety-sensitive function while having an alcohol concentration of 0.04 or greater;
- B) Reporting to duty, remaining on duty, or performing a safety-sensitive function while using a controlled substance (including prescription drugs, unless the physician has advised the driver that the substance does not

adversely affect the driver's ability to operate a CMV) or if the driver tests positive for controlled substances;

- C) Possessing alcohol or controlled substances while on duty;
- D) Using alcohol or controlled substances while on duty;
- E) Performing safety-sensitive functions within four (4) hours after using alcohol;
- F) Using alcohol for eight (8) hours following an accident in which the driver is required to take a post-accident alcohol test or until the driver undergoes a post-accident alcohol test, whichever occurs first;
- G) Refusing to submit to a post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance test.

Violation of any of the above prohibitions may result in disciplinary action being taken against the driver. The driver will be immediately removed from the safety-sensitive position and provided with information regarding the services available for alcohol and substance abuse. In addition, the driver will be evaluated by a substance abuse professional, and be subject to reevaluation, return-to-duty testing, and unannounced follow-up testing.

Removal from duty will be without pay.

SECTION 5. A driver is required to report the use of any prescription or non-prescription use of medicines containing alcohol or controlled substances to his/her immediate supervisor. (refer to the appendix for a listing of controlled substances)

SECTION 6. A driver will be required to submit to testing for alcohol and/or controlled substances under the following circumstances:

- A) Pre-employment testing. Prior to the first time a driver performs a safety-sensitive function the driver will be tested for alcohol and controlled substances. The driver will not be permitted to perform safety-sensitive functions unless the alcohol test

results in a concentration of less than 0.04 and the controlled substance test results are negative.

- B) Post-accident testing. As soon as practicable following an accident in which a fatality occurs or in which the driver receives a citation for a moving violation arising from the accident, the driver shall be tested for alcohol and controlled substances. The employer shall cease attempts to administer the test eight (8) hours following the accident for alcohol and after thirty-two (32) hours for controlled substances. "Accident" is defined as an incident involving a commercial motor vehicle in which there is either a fatality, an injury treated at or away from the scene by medical personnel or vehicle required to be towed from the scene.
- C) Random testing. A minimum number of drivers (25% for alcohol and 50% for controlled substances) annually will be randomly selected using a scientifically valid method in which each driver will have equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout the calendar year. When a driver is informed that he/she has been selected for testing, he/she shall cease doing the safety-sensitive function and proceed to the test site immediately.

Substitute drivers are to be treated as employed CDL drivers and are to be part of the regular pool for random selection for drug and alcohol testing. When a substitute driver's name is drawn for random testing and he/she is not on duty that day, he/she will be called in as is normally done as a substitute. When he/she arrives for work, he/she will be instructed to report to the testing site.

Drivers who are absent due to sickness or leave of absence when they are randomly selected. Supervisors will make appropriate documentation of driver's absence, noting that driver's absence was recorded prior to the supervisor being notified of driver being selected for random testing. The supervisor must inform the Drug and Alcohol Testing Coordinator which drivers are absent (if any) at the time the Testing Coordinator notifies him/her of the drivers randomly selected. The Testing Coordinator will also document the driver's absence and have alternates selected for testing.

- D) Reasonable suspicion testing. A trained supervisor, Trimble Local district official, or Athens County Educational Service Center Consortium official may require a driver to undergo testing for alcohol or controlled substances based upon specific, contemporaneous, articulated observations concerning the appearance, behavior, speech, or body odors of the driver. If a driver is required to undergo testing under this section, the driver must immediately cease to perform the safety-sensitive function and may not continue it until the driver's alcohol concentration measures less than 0.02 or twenty-four (24) hours have elapsed since the observation was made. The Employer shall cease attempts to administer the test eight (8) hours after the observation was made.
- E) Return-to-duty testing. Before a driver who has been found to be in violation of the prohibitions section of this policy, set out in Section 4 above, may return to duty in a position requiring the performance of safety-sensitive functions, the driver must undergo testing for alcohol and/or controlled substances. The results of the alcohol test must show less than 0.02 concentration if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances.
- F) Follow-up testing. When a driver has been found to be in violation of the prohibitions section of this policy, set out in Section 4 above, and the substance abuse professional has determined that the driver needs assistance in resolving alcohol or substances abuse problems, the driver will be subject to a minimum of six (6) unannounced follow-up tests within the first twelve (12) months as directed by the substance abuse professional.

SECTION 7. All drug screening and confirmation tests shall be conducted by a laboratory certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs". The employer and the laboratory shall have a clear and well-documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the employer and the laboratory shall include an evidentiary chain of custody and control. The collection site person is responsible for maintaining

the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to employer representatives and donors.

SECTION 8. All alcohol breath tests shall be administered by a trained breath alcohol technician (BAT) or a law enforcement officer certified to conduct such tests. Only EBT's shall be used along with the prescribed breath alcohol testing form.

SECTION 9. Refusal to submit to any of the alcohol or controlled substance tests required by this policy will result in the driver's immediate removal from the safety-sensitive function and may result in disciplinary action. Refusal will be treated as a positive test and the driver will be referred to a counseling program and subject to return-to-duty and follow-up testing. Actions constituting a refusal to a test include:

- A) Failing to provide adequate breath for alcohol testing;
- B) Failing to provide adequate urine for controlled substance testing;
- C) Engaging in conduct that clearly obstructs the testing procedure;
- D) Failing to remain readily available for post-accident testing;
- E) Refusing to sign Step 2 of the BAT form, thereby preventing the alcohol test from proceeding.

SECTION 10. Drivers who have been re-tested for alcohol after having tested above a concentration of 0.04 on the first test with the results showing a concentration of 0.02 but less than 0.04 will not be permitted to perform any safety-sensitive functions for twenty-four (24) hours following administration of the test.

SECTION 11. Information regarding the effects of alcohol and controlled substance use on an individual's health, work, and personal life is found in the appendix of the Drug and Alcohol Policy; and, information about drug and alcohol counseling, rehabilitation, and employee assistance programs is available through Athens County Educational Service Center Consortium's Superintendent. This information will be provided to

employees periodically. (information provided annually at in service and upon request)

SECTION 12. Upon written request from the driver, the Athens County Educational Service Center Consortium will promptly provide copies of any records pertaining to the driver's use of alcohol and/or controlled substances including the results of any tests. Access to this information will not be contingent upon payment for records other than those specifically requested. The Athens County Educational Service Center Consortium Officer will notify the driver if the alcohol test or the controlled substance test results were positive and which substances actually tested positive.

Controlled Substances Test Results and Consequences

<u>RESULT</u>	<u>CONSEQUENCES</u>
Negative	<ul style="list-style-type: none">- No violation of this rule- Records retained for 1 year
Positive	<ul style="list-style-type: none">- Give notice of result and specific drug found- Remove until driver completes rehabilitation program recommended and tests negative on a Return-to-duty test- Refer to SAP for counseling and evaluation- Re-evaluation and Return-to-duty testing- Follow-up testing- Report violation to future employers- Retain records for 5 years- Driver may be disciplined under this

rule, or another policy

Alcohol

Test Results and Consequences

<u>RESULT</u>	<u>CONSEQUENCES</u>
0.00 - 0.02	- No violation of this rule - Records retained for 1 year
0.02 - 0.04	- No violation of this rule - Remove for 24 hours - Driver may be disciplined under other policies - Retain records for 5 years
0.04 & above	- Violation of this rule - Remove for at least 24 hours - Refer to SAP for evaluation and counseling - Follow-up testing - Driver may be disciplined under this rule, or another policy - Report violation to future employers - Retain records for 5 years

NOTE: All drivers remain subject to the Driver Qualification Rules which provide for out-of-service time if a law enforcement officer detects any amount of alcohol or if the driver is convicted of driving while under the influence.

ARTICLE XXVII FLEXIBLE SPENDING ACCOUNT

SECTION 1. The Board shall provide, at no cost to the employee and to the extent available under the Internal Revenue Code and regulations (Section 125), a flexible spending account for the payment of bargaining unit members' insurance premium contributions on a pre-tax basis, and other voluntary pre-tax payroll deductions for other expenses permitted under and in accordance with Section 125 of the Code.

ARTICLE XXVIII
SERS PICK-UP UTILIZING SALARY REDUCTION METHOD

SECTION 1. The Board of Education of the Trimble Local School District hereby agrees to pick up, utilizing the salary reduction method, contributions to the School Employees Retirement System paid upon behalf of the bargaining unit under the following terms and conditions:

1. The amount to be picked up on behalf of each employee shall be ten percent (10%) or the SERS required contribution of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked up by the Board of Education for the purpose of State and Federal and Municipal tax only.
2. This procedure shall be uniformly applied to all members of the bargaining unit.
3. This procedure shall become effective July 1, 2004 and shall apply to all compensation including supplemental earnings thereafter.
4. Each unit member should consider responsibility for compliance with Internal Revenue salary exclusion allowance regulations with respect to the pick-up in combination with other tax-deferred compensation plans.
5. If the above stated pick-up provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General Opinions, or other governing regulations, the Board of Education will be held harmless and this Article of the Agreement shall be held null and void.

ARTICLE XXIX

DURATION

SECTION 1. This Agreement will be effective as of September 1, ~~2010~~ 2011, and shall remain in effect through midnight August 31, ~~2014~~ 2014, and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement on or before sixty (60) days prior to the expiration of any such period, notifies the other party, in writing, of its intention to terminate this Agreement. Within ten (10) days after receipt of such notice a conference shall be arranged between the parties hereto and such conference shall be held at a time mutually agreeable to the parties.

SECTION 2. This Agreement represents the entire agreement between the Employer and the Union and unless specifically set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer

IN WITNESS WHEREOF, the parties have set their hands this _____ day of ~~October~~
June, 2010 2011.

FOR TRIMBLE SCHOOLS:

FOR THE UNION:

President, Board of Education

President of Local 1351

Gary W. Arnold, Staff Representative

IN WITNESS WHEREOF, the parties have set their hands this 16 day of June, 2011.

FOR TRIMBLE SCHOOLS:

FOR THE UNION:

Art R. Miller
President, Board of Education

James Dunlap
President of Local 1351

Kimberly Jones

Ray W Arnold
O-C-8

APPENDIX 1

BUS DRIVERS (5 Hrs/day; 9 months; 180 days) ~~2010-11~~
 Plus 8 paid holidays 2011-14

0	
1	\$ 15.66
2	\$ 15.75
3	\$ 15.87
4	\$ 15.94
5	\$ 16.04
	\$ 16.16

TRANSPORTATION CLERK (3 Hrs/day, 260 days) Plus 9 paid holidays \$ 13.55

CAFETERIA (COOKS) (6 Hrs/day; 9 months; 182 days) Plus 8 paid holidays

0	\$ 14.18
1	\$ 14.26
2	\$ 14.37
3	\$ 14.46
4	\$ 14.58
5	\$ 14.73

TEACHERS AIDES, EDUCATIONAL AIDES, BUS AIDES (6 Hrs/day; 9 months; 182 days) Plus 8 paid holidays

0	\$ 14.18
1	\$ 14.26
2	\$ 14.37
3	\$ 14.46
4	\$ 14.58
5	\$ 14.73

CUSTODIANS (8 Hrs./day; 12 months; 260 days) Including 9 paid holidays

0	\$ 14.18
1	\$ 14.26
2	\$ 14.37
3	\$ 14.46
4	\$ 14.58
5	\$ 14.73

Maintenance Technician (8 Hrs/day; 12 months; 260 days) Including 9 paid holidays

0	\$ 15.21
1	\$ 15.29
2	\$ 15.40
3	\$ 15.49
4	\$ 15.61
5	\$ 15.76