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12/10/2013

MASTER AGREEMENT

BETWEEN

**LIMA BATH LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

OAPSE LOCAL #357

EFFECTIVE JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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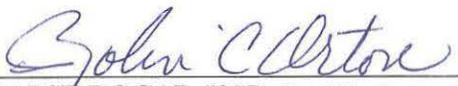
ARTICLE I
AGREEMENT

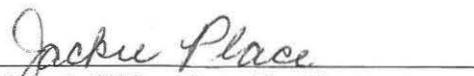
A. TERM

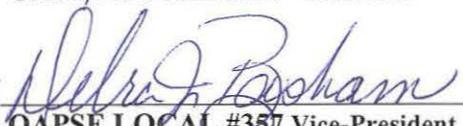
1. The Board of Education of the Bath Local School District and AFSCME Local #4/AFL-CIO, OAPSE Local #357 hereby agree that all items in this document adopted by OAPSE Local #357 and the Board of Education shall be effective January 1, 2012 and continue in effect through December 31, 2014 (3-year agreement).
2. The Board of Education and AFSCME Local #4/AFL-CIO, OAPSE Local #357 agree that this document shall be the base from which future negotiations shall proceed. The parties further agree that this document inclusively consists of pages 1 through 33.
3. In witness thereof, we, the undersigned representatives of the Board of Education and AFSCME Local #4/AFL-CIO, OAPSE Local #357, its officers and members have hereunto set our hands this 21st day of June 2011.

AFSCME LOCAL #4/AFL-CIO
OAPSE LOCAL #357

BOARD OF EDUCATION
BATH LOCAL SCHOOL DISTRICT

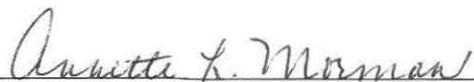
BY 
OAPSE LOCAL #357 President

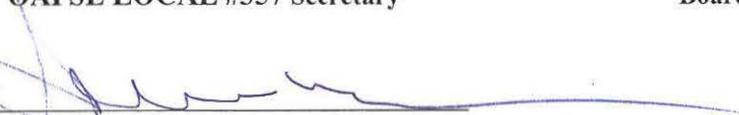
BY 
Board of Education, President

BY 
OAPSE LOCAL #357 Vice-President

BY 
Board of Education, Superintendent

BY _____
OAPSE LOCAL #357 Secretary

BY 
Board of Education, Treasurer

BY 
OAPSE Field Representative

ARTICLE II

RECOGNITION AND MEMBERSHIP

A. RECOGNITION

1. The Board of Education of the Bath Local Schools hereby recognized AFSCME Local #4/AFL-CIO, OAPSE Local #357 an affiliate of the Ohio Association of Public School Employees (OAPSE) as sole and exclusive bargaining representative for all employees now employed in the following described units:

B. BARGAINING MEMBERS

1. The bargaining unit includes all full-time and regular short-hour non-certified employees in the following classifications:
 - a. Custodian-General Labor
 - b. Food Service Employees
 - c. Head Mechanic
 - d. Librarian Assistant
 - e. Monitors
 - f. Secretaries
 - g. Skilled Maintenance/Maintenance Mechanic
 - h. Study Hall Monitor
 - i. Teacher's Aides
 - j. Bus Drivers

C. RE-HIRING OF RETIRED CLASSIFIED STAFF

1. The Bath Board of Education agrees to re-hire retired classified employees with five (5) years of experience on the negotiated pay scale. The employee may purchase school insurances (s). If employee is eligible for insurance benefits under current contract language, the employee may purchase Medical and Dental Insurance or receive the cash in lieu of payment according to Article IX. Life Insurance will be as per negotiated agreement. The Board agrees that the employee shall receive both sick leave and personal leave as per the contract, but will not accumulate sick leave, personal leave (beyond current school year) or severance pay. The employee shall be automatically non-renewed yearly without notice, but will be eligible to be re-hired in the next school year.

D. EXCLUDED EMPLOYEES

1. Excluded from the bargaining unit are all confidential personnel employed in the central office and treasurer's office, supervisor or management-level employees and all other employees excludable as defined in Section 4117.01 of the Ohio Revised Code and determined by the State employment Relations Board.

ARTICLE III

AREAS OF NEGOTIATIONS

A. AREAS FOR DISCUSSION AND AGREEMENT

1. This recognition constitutes an agreement between the Board and Local #357 to reach mutual understanding regarding matters related to matters of concern, which are negotiable in accordance with O.R.C. 4117.08(A): wages, hours, and terms and other conditions of employment. The Board shall have no duty to bargain about wages, hours, or terms and other conditions of employment of bargaining unit members for “extra duty” positions pursuant to O.R.C. 3313.53.

ARTICLE IV

PRINCIPLES

A. MEMBERSHIP

1. School employees have the right to join or not to join any organization for the economic improvement but membership in any organization shall not be required as a condition of employment.

B. BOARD (MANAGEMENT) RIGHTS

1. The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct in behalf of the public all the operations and activities of the School District to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies, regulations and rules as it may deem necessary shall be limited only by the specific and express terms of this agreement, as entered in the Board minutes with the organization representing the Negotiating unit. The exercise of any of the foregoing management rights requires neither prior negotiation with, nor agreement of, Local #357.

C. RIGHTS OF THE INDIVIDUAL

1. No action to coerce, censure, or penalize any negotiating participant shall be made or implied by any member of Local #357, Bath Board of Education or Bath Administration.

D. "GOOD FAITH NEGOTIATIONS"

1. "Good faith" requires that the Board be willing to react to each other's proposal with the intent to reach agreement.

ARTICLE V
PROCEDURES

A. DIRECTING REQUESTS

1. Requests for meetings from the Local #357 President normally will be made directly to the Superintendent or his designated representative. Requests from the Superintendent or the Board by their representatives will be made directly to the President of Local #357. A mutually convenient meeting date shall be set within fifteen (15) days of the date of the request, but in no case will a meeting be set before October 1, 2014 and no later than November 1, 2014 to begin master agreement negotiations for the following year.

B. MEETINGS

1. Meetings shall be called upon the written request of any one of the parties. Requests for meetings shall contain the reason for the request. Meetings shall be held at a mutually agreed upon time and place. School employee members of the committee shall be released from school duties to attend meetings. Meetings shall be scheduled to interfere the least with school schedules.

C. NEGOTIATORS

1. Each party may be represented at all negotiations by a maximum of seven (7) negotiators of the parties' choice. Either party may also have an observer in attendance.

D. ASSISTANCE

1. The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions.
2. Prior to and during the period of negotiations, the Board and Local #357 agree to provide each other, upon written request, existing information pertaining to proper subjects of bargaining.

E. CAUCUS

1. Upon request of either party the negotiation meeting shall be recessed to permit the requesting party a period of time not to exceed thirty (30) minutes to caucus, unless extended time is mutually agreed upon.

F. EXCHANGE OF INFORMATION

1. Prior to and during the period of negotiations, the Board and Local #357 agree to provide each other, upon written request, existing information pertaining to proper subjects of bargaining.

G. SUBMISSION OF ISSUES

1. All issues for negotiations by Local #357 shall be submitted in writing at the first meeting and the Board shall submit in writing to Local #357 all of its issues for negotiations no later than the second meeting, unless agreed by both parties.

H. PROGRESS REPORTS

1. During the period of negotiations and prior to reaching an agreement, each negotiating unit may make progress reports to their respective groups.

I. POWER AND AUTHORITY

1. While no final agreement shall be executed without ratification of Local #357 and adopted by the Board, the Board and Local #357 agree that their negotiators will be clothed with all the necessary power and authority to make proposals and to make concessions in the course of negotiations.

J. TENTATIVE AGREEMENT

1. As tentative agreement is reached on each issue, it shall be reduced to writing and initialed by each party. When consensus is reached covering all areas under discussion the proposed agreement shall be reduced to writing as a tentative agreement and submitted to Local #357 within ten (10) days, and to the Board for adoption at the next regular or special meeting after adoption by Local #357.
2. Prior to the negotiated agreement being presented to the Local #357 and to the Board, each member of both Negotiating Teams shall pledge to recommend adoption of the tentative agreement.

K. SUBSEQUENT MEETINGS

1. Until all negotiation meetings are complete, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

L. ADOPTION OF AGREEMENT

1. Following approval by the Board and Local #357, the Board shall by resolution, adopt the agreement. The agreement shall become final when signed by the Presidents of the Board and Local #357.
2. Local #357 agrees to abide by the terms of the agreement and to take the necessary actions to advise its members of the terms of the agreement.
3. The Board agrees to abide by the terms of the agreement and to take action to implement all the agreed issues as they relate to the policies of the Bath School District.

M. IMPASSE PROCEDURE

1. Fifty (50) days prior to the termination of this agreement, the parties jointly shall notify the State Employment Relations Board (SERB) that they intend to utilize these mutually agreed upon dispute resolution procedures in lieu of the SERB procedures contained in O.R.C. 4417.14(C) (2)-(6).
2. If no agreement is reached after all the proposals have been thoroughly discussed; either party may request the services of the Federal Mediator and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with the representatives of the parties.
3. Pursuant to Section 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the above mutually agreed upon negotiations and dispute resolution procedures, which supersede the procedures listed in Section 4117.14(C) (2)-(6) and any other procedures to the contrary.

ARTICLE VI

CONTRARY TO LAW/STRIKES

A. CONTRARY TO LAW PROVISIONS

1. Consistent with O.R.C. Chapter 4117, the express written terms of this agreement govern the wages, hours, and terms of other conditions of employment and prevail over any conflicting state law. If any provision of this agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this agreement. All other provisions of this agreement shall remain in full force and effect.

B. NO STRIKE

1. There shall be no strike, slow down, or work stoppages sanctioned by Local #357 or its officers for the duration of this Agreement.

ARTICLE VII

GRIEVANCE PROCEDURES

A. DEFINITIONS

1. A grievance is defined as a complaint involving an alleged violation, misinterpretation, or misapplication of a specific article or section of the Agreement. If 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.
2. A grievant shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the above has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

B. GRIEVANCE PROCEDURE

1. Step 1: Discussion With Immediate Supervisor
 - a. An employee first must discuss his/her grievance with the supervisor immediately responsible for the action or proposed action, which resulted in the grievance. He must do so within five (5) days of the time a grievance arises or within five (5) days of the time the grievant reasonably should have known of a grievance action.
2. Step 2: Discussion With Superintendent
 - a. If the immediate supervisor's response is unsatisfactory, the Superintendent or his designated representative shall meet, discuss and answer the employee's grievance within five (5) days.
3. Step 3: Formal Grievance Procedure
 - a. If the grievance is not resolved in Step 2, the grievant may, within five (5) days of the receipt of the Superintendent's answer, submit to the Superintendent, or his designated representative, the original grievance statement in writing. The Superintendent or his designated representative shall meet and discuss the grievance with the employee before answering the grievance in writing. Such answer shall be given within five (5) days of this discussion.
4. Step 4: Hearing Before An Arbitrator
 - a. If the grievant is not satisfied with the disposition of the grievance at Step 3, the grievant and the Local #357 may request a hearing before an arbitrator. The request for the arbitration shall be made within five (5) days following either the receipt of the disposition of grievance or the lapse of fifteen (15) days following submission of the grievance to the Superintendent or his designated representative under Step 3, whichever occurs first.
5. The request for arbitration shall be certified mail with return receipt requested to the Superintendent or his/her designee.

The parties agree to use the following arbitrators:

Jerry Fullmer
Daniel Kasonovich
Susan Grody Ruben
David Stanton
Rob Stein

The parties shall select the first arbitrator to be used from the list at random and then shall use arbitrators using an alphabetical rotation beginning with the name after the first arbitrator used. If the arbitrator whose name is next will not accept the appointment or would have an unusual delay in scheduling the hearing, the parties shall go to the next name on the list.

6. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the arbitrator. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties at the hearing. The decision of the arbitrator shall be binding on all parties thereto.
7. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from or modify the language therein arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
8. The arbitrator shall in no way interfere with management prerogatives involving the board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.
9. The party who prevails in Step 4 shall pay one-fourth (1/4) of all compensation and expenses of the arbitrator, and the other party shall pay three-fourths (3/4). The arbitrator shall determine which prevails. If neither party prevails, the compensation and expenses shall be shared equally.

C. GRIEVANCE FORMS

1. Any grievance must be filed on the authorized grievance form agreed to between the parties to the Agreement.
2. Such forms must provide for naming of the specific article of the Agreement referring to the alleged violation and shall state the contention of the employee or Local #357, and shall indicate the relief requested.
3. The agreed to grievance form shall be made available to any employee requesting such, either through his/her supervisor or the Local #357 representative.

D. TIME LIMITS

1. Within the time limit in that step, any grievance not advanced to the next step by the grievant or the Local #357 representative shall be deemed resolved by the Administration's last answer.
2. Any grievance not answered by the Administration within the time limit in that step shall allow the grievant to proceed to the next level.
3. Time limits may be extended by the Administration and the Local #357 officials in writing, then the new date shall prevail.
4. In this grievance procedure, the word "days" shall mean weekdays other than paid holidays, Saturdays and Sundays.

E. REPRESENTATIVE

1. Each employee shall have a choice of representing himself/herself or having the Local #357 representative of his/her choice representing him/her in any steps subsequent to Step 1. Notwithstanding the procedure listed in Section B, a grievance may be initiated at the first step at which the grievant can obtain the remedy sought. It shall be the practice of all parties involved to process grievances after the regular work day has ended, or other times which do not interfere with assigned duties. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

F. NO REPRISAL

1. No reprisal shall be taken by or against any participant involved in the processing of a grievance.

ARTICLE VIII

LEAVES, HOURS, HOURLY WAGES

A. PERSONAL LEAVE

1. Each employee shall be authorized three (3) Personal Leave days each fiscal year. All Personal Leave shall be unrestricted except as noted below. Personal Leave shall NOT be accumulated.
2. Any employee not using his/her Personal Leave days will be compensated the first two (2) days at one-half (1/2) their daily pay rate, and a full days pay for the third (3rd) day. Payment for the unused Personal Leave for school year employees would continue to be made on the 2nd pay of June. Payment for unused Personal Leave for 12 month employees would be made on the 2nd pay of July.

B. RESTRICTIONS

1. Personal Leave shall not be used to extend scheduled holidays unless approved by the Superintendent or his designee as a bonafide emergency not connected with the holiday. Personal Leave can be used to extend vacation time.
2. No more than ten percent (10%) in any classification shall be in Personal Leave at any one time. This will be determined on a first come, first serve basis.
3. Personal Leave shall not be taken the first week or the last full week (five school days) of school unless approved by the Superintendent or his designee as a bonafide emergency.
4. New employees employed after January 1 will receive one and one-half (1 ½) days Personal Leave for the remainder of that contract year and three (3) Personal Leave days in subsequent years.

C. APPLICATION PROCEDURE

1. Application for use of Personal Leave shall be made through the Superintendent or designee and shall be returned to the employee within five (5) school days after being submitted to the immediate supervisor.
2. Applications shall be made at least one (1) week in advance. If possible, except in the case of emergencies. When such emergencies occur, the application shall be filed with the supervisor and forwarded to the Superintendent or designee immediately upon the return to work of the person making application for Personal Leave.

D. EMERGENCY PROCEDURE

1. Whenever an employee is absent due to an emergency, the supervisor shall be notified as soon as possible so arrangements can be made for a substitute.
2. A form will be used for Personal Leave which will state upon it that the person requesting Personal Leave is doing it according to the above guidelines and if it is found the guidelines have been violated, that person's pay will be deducted for the time involved.

E. DEDUCT DAY

1. Three (3) deduct days shall be allowed in one (1) school year. Deduct days may be used in conjunction with Personal Leave days. Deduct days cannot be used to extend scheduled holidays or vacation time. Deduct days cannot be used the first week or the last full week (five school days) of school unless approved by the Supervisor or his designee as a bonafide emergency.

F. PROFESSIONAL LEAVES

1. Professional Leaves are to be used by an employee to gain knowledge for the position contracted through Bath Local Schools. The employee must file a Professional Meeting Request Form for approval with the Administrator and Superintendent. Upon approval, the employee may be permitted to attend the Professional Meeting and will be paid at the regular rate when the form is completed and returned with a completed absence sheet.

G. ASSOCIATION LEAVES

1. OAPSE CONVENTION

- a. The Board agrees to permit two (2) duly elected delegates of Local #357 leave of three (3) days each to attend the OAPSE Annual Conference with continuity of salary.

2. OAPSE WORKSHOPS

- a. The employee must file a Professional Leave request for approval. Upon approval, the employee may be permitted to attend the OAPSE Workshop and will be paid at the regular rate when the form is completed and returned with a completed absence sheet.

3. IN-SERVICE MEETINGS

- a. The number of employees attending an in-service meeting will be decided by the Administration after considering the type and length of the meeting, location, number of individual sessions, needs of the employee, and the school and costs.

3. STATE OFFICERS

- a. If a member of OAPSE Local #357 is elected to the position of OAPSE State President, State Vice-President, State Secretary, or State Executive Board Member, or alternates to these positions, that person shall be granted up to fifteen (15) days of unpaid leave per year, to conduct official union business. The employee shall provide a copy of the written meeting notice or e-mail in advance to his/her immediate supervisor.

5. RESTRICTIONS

- a. No more than two (2) OAPSE, Local #357 members may use Association Leave at any one time except as authorized under Article VIII, Section F-3; In-Service Meetings.

H. 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 ¼) days per month based on the regular work schedule on a daily basis.
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. Unused sick leave shall be accumulated for the period of time that an employee works for the Board of Education.
 - a. Definition of Immediate Family – Father, Mother, brother, sister, husband, wife, child, parent-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, aunt and uncle.
3. It is agreed that sick leave accumulation will be capped at 280 days. Anyone who has earned more than 280 days as of June 30, 1984, will be held at that number until such time sick leave has been used to a point under 280 days. Thereafter, that person will accumulate only back to 280 days.
4. Falsification of sick leave request shall be grounds for disciplinary action including dismissal.

I. SICK LEAVE BANK

1. The Bath Board of Education shall establish a sick leave bank based on donated “personal days” for an employee having exhausted all accumulated paid leave, vacation, and personal days as a result of catastrophic illness or injury.
2. The term “catastrophic illness or injury” shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. The “catastrophic illness or injury” must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight.
3. Applications for catastrophic illness/injury sick leave must be submitted to a committee of three (3) employees and three (3) administrators for review and recommendation to the Superintendent. Applications will include, but not be limited to the following information:
 - a. The nature of the claimed catastrophic illness or injury
 - b. Physician(s) diagnosis and prognosis of the catastrophic illness or injury
 - c. Projected date of return
 - d. Explanation of previous leave usage
 - e. Any other pertinent information the applicant may wish to submit to the committee before it makes its recommendation to the Superintendent
 - f. The Superintendent’s decision is final and non-grievable
4. Maximum of twenty (20) days of catastrophic illness or injury leave may be granted to an applicant. The applicant may reapply for any catastrophic illness or injury leave beyond twenty (20) days. In no event will any employee be granted a total of more than forty (40) days of catastrophic illness or injury leave.
5. If an application is approved, by the Superintendent, the affected employee or his/her representative will assume the responsibility for solicitation of donations of unused personal leave. Donated personal leave will be deducted from a donating employee’s (donor’s) accrued, unused account. The Treasurer will provide the necessary forms to be used to solicit donations. All completed donation forms will be submitted to the Superintendent for processing.

J. SICK BANK LIMITATIONS

1. Sick leave bank cannot be used if the employee has applied for and been granted disability retirement, except that up to ten (10) days of transferred personal leave can be used between the employees’ acceptance by SERS and the effective date of the disability retirement.
2. No more days can be given than needed by the employee to serve out one regular work year.
3. The employee must exhaust his/her own sick leave first.
4. The employee who is using the donated Sick Leave Bank will not earn additional sick leave while receiving the donated leave days.
5. All information and reports relating to applications submitted under this Regulation will remain confidential.

K. INCENTIVE PAYMENT

1. A bargaining unit employee who works all of his/her regularly scheduled work days during a full semester shall receive a \$100 incentive payment for that semester to be paid in the first pay period of February for the first semester, or the first pay period of August for the second semester.
2. In the case of an employee regularly scheduled to work more than nine (9) months, "semester" is defined as the first day of the second semester through June 30 and July 1 through the end of the first semester.
3. Vacation days, holidays, and authorized professional leave days will not count against an employee's perfect attendance.

L. FAMILY AND MEDICAL LEAVE

1. An employee may use unpaid Family Leave for the purposes and on the conditions set forth in the Federal Family and Medical Leave Act of 1993 ("Act") as follows:
2. The employee desiring Family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave. The employee's notice must specify that "Family Leave" will be the type of leave taken.
3. During Family Leave the Board shall continue to pay the contribution it makes for a Bargaining unit member on the active payroll to continue participation in insurance fringe benefits. The employee must pay the employee portion of the premium for any such insurance to the Treasurer by the first day of the month in which the employee desires to have the insurance coverage continued. If the employee does not pay the employee contribution, the Board will not be obligated to contribute its share to maintain the coverage.
4. The twelve (12) month period during which an eligible employee may qualify for up to twelve (12) weeks of Family Leave shall be each school year (July 1 through June 30).
5. With respect to an employee's use of accrued paid sick leave, the Board agrees not to require the substitution of such leave for any part of the employee's annual entitlement to Family Leave under the Act based on the serious health condition of the employee or a family member where the use of sick leave does not exceed three (3) consecutive work days. If the employee's use of sick leave does exceed three (3) consecutive work days, and if the use is based on a serious health condition as defined in the Act, such sick leave will be substituted, to the extent of the amount of sick leave used, for Family Leave provided under the Act. The employee may be required to furnish sufficient information to permit an informed decision on whether the use of sick leave is based on a serious health condition as defined in the Act.
6. Except as otherwise provided above, the employee and Board may exercise any options available to the employee or Board under the terms of the Act.

M. VACATION

1. All 260 day employees are entitled to vacation with pay and may be granted upon request:
 - a. Two (2) weeks after one (1) year completed
 - b. Three (3) weeks after ten (10) years completed
 - c. Four (4) weeks after fifteen (15) years completed
2. Vacation must be requested at least five (5) days in advance by the employee, unless there is a bonafide emergency, and approved by the immediate supervisor and the Superintendent or designee before vacation can be taken or paid. Vacation will not be approved if it interferes with the general operations of the school district as determined by the Superintendent or designee.
3. A copy of the completed vacation form is to be returned to the employee within five (5) working days from the date the form is submitted to the immediate supervisor.
4. All 260 day employees are eligible for vacation any time during the year with the approval of the immediate supervisor and the Superintendent or designee.
5. Any employee with an annual contract for fewer than 260 days and who has been receiving paid vacation shall continue to qualify for paid vacation under this section so long as the employee continues to hold that same position.

N. SICK LEAVE, PERSONAL LEAVE, VACATION TIME CHARGED

1. Sick leave, personal leave and vacation leave will accrue and be charged on an hourly basis, with the understanding that such leaves may not be used in less than 1-hour increments. Full-day absences will be charged based on the employee's contracted hours per day.
2. An employee may not use personal leave after he or she has submitted his or her resignation from employment. An employee who has submitted his or her resignation must submit a physician's certification for any use of sick leave before the resignation becomes effective.
3. Employees who are in their first full school year shall be considered to earn one day of personal leave by completing fully each of the following four month periods: July-October, November-February, and March-June. If an employee uses more personal leave by June 30 or by his or her last work day (whichever occurs first) than the employee has earned, the amount of excess personal leave taken shall be recovered from the employee or set off against the employee's final paycheck. An employee who is called back from a layoff shall be deemed to be in his or her first school year under contract for the purpose of this paragraph (M) (3) only.

O. LEAVE OF ABSENCE

1. Upon the written request of an employee, the Board of Education may grant a leave of absence for a period of not more than two (2) consecutive years for education or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. The two (2) years shall include all consecutive time the employee was absent for the same reason or condition including all paid and unpaid leaves of absence.

P. OVERTIME

1. Mandatory overtime shall only be required after the following procedures have failed to secure a satisfactory number of employees to perform the requested tasks:
2. All overtime shall be offered to employees on a rotation basis recognizing seniority within the job classification and assignment.
3. If overtime offered to employees within the building is refused, the overtime will then be offered on a rotation basis to employees within the same job classification, but assigned to another job location. An exception to this procedure for custodial-general labor work shall be made by asking skilled maintenance employees on rotation basis before asking custodian-general labors assigned to other job locations.
4. Overtime will be paid at the rate of one and one-half (1 1/2) times the regular rate for all hours over forty (40) hours worked, or forty (40) hours paid, including paid holidays, sick leave and personal leave.
5. Overtime will not be assigned to an employee in the same day as he/she was absent due to personal illness.
6. The work week shall begin at 12:01 a.m. on Monday.
7. Drivers transporting students home on days of early dismissal shall be paid at the rate of one (1) run for each additional driver's load taken home.
8. Mandatory overtime shall not be required of an employee when it is determined that such work could successfully be performed by a substitute.
9. If a bargaining unit member is employed as a coach or activity advisor, the Treasurer shall notify the employee in writing of the hourly rate for the position and the maximum authorized hours for the entire contract and/or per week. The authorized hours will be calculated using a weighted average of the employee's regular rate of pay, and the minimum wage for the supplemental rate. A time sheet, signed by the employee and the Athletic Director, must be submitted to the Treasurer each payroll. Hours worked are not to conflict in any way with the hours and duties of the employee's regular job. The employee is prohibited from seeking additional overtime compensation for this supplemental contract. If the employee incurs overtime on their regular job(s) the overtime rate will be based on their regular job(s) only. No employee may work more hours for the position than stated in the treasurer's written notice unless approved in advanced in writing by the Superintendent. If the employee completes the supplemental contract and has not worked all of the authorized hours, the employee shall be paid the remainder of the full supplemental contract salary.
10. The overtime rate shall not be paid for a job that is occasional or sporadic, different from the employee's usual job (for example, a custodian selling or taking tickets at a football game). The rate for such work will be set by the Treasurer.

Q. SUNDAY BUILDING CHECK

1. Maintenance/Custodial personnel will receive two hours pay for a 1 hour Sunday building check that is authorized by an administrator.

R. FACILITY USE

1. When an outside group is going to use a school building or school grounds the Maintenance Supervisor shall determine in advance of the use, the additional clean-up time needed, if any, due to the use and will authorize that time and inform the affected building custodians and outside group.

S. NIGHT SHIFT WORKERS

1. Custodial employees working building night shift will receive a ten-cent (.10) an hour premium pay for all hours worked.

T. NON-DUTY HOURS

1. Employees "called-in" on non-duty work hours will be paid on a two (2) hour minimum guaranteed pay at the employee's regular rate.

U. NON-SCHOOL HOURS

1. Non-school hours may be changed as necessary to better meet the needs of the school district. In all cases, employees are responsible for working the number of hours assigned regardless of the length of lunch hours, breaks, etc., unless specifically excused by the immediate supervisor.

V. BREAKS/LUNCH

1. Employees working six (6) or more hours per day are entitled to one-half (1/2) hour lunch and two (2) 10 minute breaks daily with the exception of maintenance who are entitled to a One (1) hour lunch and two (2) 10 minute breaks daily.
2. Employees working five to six (5-6) hours daily are entitled to one-half (1/2) hour lunch and one (1) 10 minute break daily. Employees working less than a five (5) hour day have no breaks.
3. Time and place of lunch and/or breaks is up to the immediate supervisor.

W. BASE WAGES

1. The hourly wages for each classification will be as follows: January 1, 2012 0%, January 1, 2013 0%, January 1, 2014 0%

X. INCREMENT ADJUSTMENTS

1. Annual increment adjustments shall be effective the first work day after July 1st, for those individuals who are eligible for the next increment.
2. It is agreed that skilled maintenance personnel who were required to obtain a boiler license will be paid \$250 additional to the base annual salary.
3. Any skilled maintenance personnel hired after October 1, 1993, who is required to have a state license as a plumber, electrician or commercial applicator of pesticides, herbicides and fertilizer shall receive an increment adjustment of \$1.50 per hour. This \$1.50 per hour adjustment shall also apply to the carpenter.

Y. CLASSIFICATION CHANGE

1. When substituting for a head position the substitute employee shall receive a twenty-five percent (25%) premium per hour over his/her regular rate not to exceed the head position rate. Additional hours worked by the substitute will not qualify the substitute employee for additional fringe benefits unless they are substituting for unpaid long-term leave of absences. (ref., Article VIII, Section O, Leave of Absence).

Z. LONGEVITY

1. All classifications will receive a twenty-fifth (25th) year longevity wage step.

ARTICLE IX

INSURANCE

A. INSURANCE: HEALTH, SURGICAL, DENTAL AND MAJOR MEDICAL

1. An employee may choose to participate in insurance plans offered through the Allen County Health Benefit Plan and/or Bath Board of Education. The plan(s) in which the employees may enroll will be the same district-wide to all employees. An agreement or decision by another group of employees to change the plan(s) will not force a change in plan(s) offered by the Board of Education to the O.A.P.S.E. bargaining unit. **(See attachment 9.121)**
2. An employee who is eligible for hospitalization/major medical/dental insurance coverage, but voluntarily chooses to forego such coverage shall receive an annual prorated payment in lieu of the insurance. See Chart.
 - a. Such payment shall be made annually with the first pay of December.
3. An employee may choose to retain dental insurance provided they authorize payroll deduction of the total premium. If an employee chooses to pay his/her full dental premium, he/she shall be eligible for the payment under Chart above.
4. To be eligible an employee must notify the Treasurer in writing on or before the third Friday of November of his/her desire to exercise this insurance option. The payment shall be made on the basis of coverage in effect, and the number of hours per day the employee is under contract to work, on January 1. Effective January 1, 2004, if an employee has insurance coverage, but chooses to cancel their coverage in mid-year, the cash-in-lieu payment will be pro-rated for the remainder of the year. If the employee is exercising the cash-in-lieu payment option, but due to a change in circumstances needs to pick up insurance coverage mid-year, all cash payments for that year are forfeited. Effective January 1, 2006, if the employee is exercising the cash-in-lieu payment option and increases or decreases their contract hours per day mid-year, payment will be pro-rated on a monthly basis. If the change in hours is effective by the first workday of a month, the payment will be pro-rated for that month. Otherwise, the payment will be pro-rated beginning the following month. Cash-in-lieu payments will be made on the first December pay of the benefit year.
5. This insurance option shall not apply to employees whose spouses are eligible for insurance coverage through Allen County Health Benefit Plan if the plan adopts policies, rules and regulations requiring premium splitting between the two or more districts for which the spouses are working.
6. Part-time employees selecting to participate shall have board paid insurance premiums based on chart and must pay their portion of the premium to the Treasurer's office by the 25th of each month for the ensuing month's coverage.
7. The employee shall be permitted to transfer the type of coverage (family/single) outside of the enrollment period if their family status changes or their insurance coverage for a spouse is no longer available. Such transfer of coverage shall be effective for the next month after the Treasurer receives such request in writing. Each covered employee shall receive a copy of the benefit schedule and coverage(s) upon written request to the treasurer.
8. Each covered employee shall be notified in writing when the insurance carrier changes any benefits schedules and/or coverages.
9. The Treasurer shall notify employees with the health insurance open enrollment information that employees may adjust their tax status for the payroll in which the in lieu of insurance payment is made.

B. FLEX SPENDING ACCOUNT

1. Employees who do choose to participate in the Allen County Health Benefit Plan or accept payment under Article IX, Section A-3, shall be eligible to place in a flex spending account an amount equal to twenty-five percent (25%) of the total annual premium for hospitalization/major medical and dental insurance for which they are eligible.
2. Employees enrolled in the health insurance plan may participate in the flex spending plan using their own funds through payroll deduction.
3. Employees may add funds, allowed by IRS rules, to the account, by payroll deduction. Those funds will be considered an IRS shelter. Funds must be used by December 30th annually with the unexpended funds being returned to the general fund.
4. Employees may use these funds towards dependent care and unreimbursed medical expenses. Employee payroll contributions for medical and dental insurance premiums may also be paid with pre-taxed dollars.
5. The minimum annual contribution to the medical spending account shall be \$120.
6. The maximum annual contribution to the medical spending account shall be \$2,400.
7. Employee may put additional funds up to IRS limits into the dependent care account and health care premium plans.
8. The \$10.00 yearly enrollment fee and the \$3.00 monthly processing charge will be paid by the Board.
9. In addition, any board funds expended under Article IX, Section B shall be reimbursed to the Board through a payroll deduction.

C. DURATION OF COVERAGE

1. Group insurance coverage shall become effective on the employee's first day on the active payroll and shall continue, if the employee has applied for an is eligible for coverage, to the end of the month in which the employee's separation from employment is effective; provided, however, that employee whose limited contracts are non-renewed shall continue with group insurance coverage so long as they are on the active payroll.
2. Insurance coverage shall continue in effect while an employee is on paid leave. When an employee is on an unpaid leave, the employee may participate in group insurance coverage by paying the monthly premium to the Treasurer in advance.
3. An employee who is separated from employment and entitled to unemployment benefits may participate in the Allen County Benefit Plan by paying, in-full, the monthly premiums. Such payment must be made to the plan administrator by the 20th of each month for the succeeding month. Participation shall be limited to the maximum time allowed by federal statutes commonly referred to as "Cobra".
4. An employee who chooses to exercise his/her option under Article IX, Section 3, or Section E, shall not be eligible for any insurance coverage until the next annual open enrollment period except as provided under Article IX, Section 7.

D. TERM LIFE INSURANCE

1. Term life insurance shall be provided at Board expenses for all "Full-Time" (30 or more hours per week) support staff members in the amount of \$45,000. There shall be double indemnity for accidental death or dismemberment.
2. Term life insurance shall be provided at Board expense in the amount of \$20,000 for support staff members whose contract is for less than 30 hours per week.

ARTICLE X

OTHER FRINGES

A. HOLIDAYS – TWELVE (12) MONTH EMPLOYEES

1. All twelve (12) month employees shall receive the following days off with pay:

- | | |
|------------------------------|---------------------------|
| a. Labor Day | g. Martin Luther King Day |
| b. Thanksgiving Day | h. President's Day |
| c. Friday after Thanksgiving | i. Good Friday |
| d. Day before Christmas | j. Memorial Day |
| e. Christmas Day | k. July 4 th |
| f. New Year's Day | |

2. No Holiday pay if an employee does not work the day before or the day after a holiday.

B. HOLIDAYS – NINE (9) MONTH EMPLOYEES

1. All nine (9) month employees shall receive the following days off with pay, when qualified:

- | | |
|---------------------|---------------------------|
| a. Labor Day | e. Martin Luther King Day |
| b. Thanksgiving Day | f. President's Day |
| c. Christmas Day | g. Memorial Day |
| d. New Years Day | |

2. Any work on a holiday will be at one and one-half (1 ½) time rate for the holiday plus regular rate for hours worked or compensatory time at the same rate.

3. No Holiday pay if an employee does not work the day before or the day after a holiday.

C. CALAMITY DAYS

DEFINITIONS

1. Public calamity day(s) shall be defined as those days for which Bath Local Schools receive approval from the State Superintendent of Public Instruction to close school without any required make-up days per 3313.48 and 3317.01 of the Ohio Revised Code.
2. Once the Bath Local Schools has reached its maximum public calamity days, all 240 to 260 day employees shall report to work in any day school is closed unless specifically directed by his/her supervisor to remain at home. Employees failing to report to work on this day shall be docked one (1) day's pay unless they are granted a vacation or personal day by the Superintendent or his/her designee.
3. The Superintendent shall have the right to call up to a three (3) hour delay with up to one (1) hour extension of the school day for Fog Delays.
4. The Superintendent may with Board approval change the calendar to take advantage of make-up days. The superintendent agrees not to use Holidays as make-up days.
5. On days of calamity, when school is closed by the Administration, only those persons requested by the Administration shall report to work. They will be paid for the hours worked at one and one-half (1 ½) times the regular rate. This is in addition to his/her pay.

6. If, due to any condition, school is dismissed early, no overtime shall be allowed if school was in session long enough to count as a school day. No additional pay as in Section 2 and Section 3 above shall be paid.
7. If school is delayed and then canceled due to calamity, those employees who have already reported to work shall be paid at their regular rate for those hour(s) worked in addition to his/her regular pay. A minimum of one (1) hour shall be paid for those qualifying under this section.
8. There shall be no pyramiding of calamity rates with overtime rates; only one of these rates shall apply at the same time.

D. BEREAVEMENT DAYS

1. It is agreed that three (3) paid and two (2) unpaid days will be available in case of bereavement.
2. These days will be available for use for bereavement in the immediate family (father, mother, brother, sister, husband, wife, child, parent-in-law, daughter-in-law, brother-in-law, sister-in-law, and son-in-law, grandparents, grandchildren, aunts and uncles.)
3. These days may be used only if all sick leave and personal leave is exhausted.

E. SEVERANCE PAY

1. The actual amount of severance pay payable to a retiring employee shall be an amount equivalent to a per diem rate times one-fourth (1/4) of his/her accrued and unused sick leave days up to 224 days. The maximum payment shall be fifty-six (56) days.
2. It is agreed that a \$500 bonus in severance pay will be paid to a retiree who has completed twenty (20) years of service to Bath Schools or twenty (25) years total service to school. The retiree must be eligible for regular severance pay to qualify for the above bonus.

F. EMPLOYEE DEATH BENEFIT

1. If an employee of the Bath Local School District, Allen County, Ohio, dies while under contract, the employee's beneficiary or estate will receive from the Bath Local School District an amount of money at the employee's current per diem rate not to exceed twenty-five percent (25%) of unused accumulated sick leave days to a maximum of 120 days. No amount shall be paid under this benefit if death is caused directly or indirectly by:
 - a. suicide or intentionally self-inflicted injury, while sane or insane;
 - b. the employee's commission of, or attempt to commit an assault or any criminal offense;
 - c. intentional or unintentional use of drugs for non-medical purposes

G. CLASSIFICATION MEETINGS

1. Classification meetings may be held every two (2) months to voice concerns. The meetings are to be attended by the Superintendent or designee, Supervisor or Assistant Supervisor, and members of that classification.

H. OUT OF DISTRICT ENROLLMENT

1. Any classified employee of the Bath Local School District, who resides outside the Bath Local School District, may bring his/her child/children to Bath Local Schools without paying tuition. Transportation of this child is the responsibility of the employee. The Superintendent must be given written notice to activate this enrollment.

I. SECRETARY IN-SERVICE

1. The Board will provide a minimum of one (1) hours of in-service training in odd-numbered years to building secretaries regarding the dispensing of medications and responding to emergency student circumstances. The training will also be provided to newly hired building secretaries. These in-services will take place during regular working hours.

J. TECHNOLOGY

1. The Board shall provide two (2) computers with internet access per school, including Bus Garage, specifically for use by Classified Staff employed in the building. One (1) printer per pair of computers shall also be provided. Computers shall be in an area that will be accessible at all times of the day, including after school hours for 2nd shift employees. All Classified Staff shall be provided with a school-based e-mail address.
 - a. **Work Orders** may not be done via e-mail, the form must be submitted to Supervisor for approval (except for emergencies as in the past).
 - b. **Disciplinary Referrals** from Bus Drivers shall be made to the Transportation Supervisor and Principals via e-mail.

K. CRIMINAL BACKGROUND CHECKS

1. H.B. 190 Criminal Background Checks. One background check (both BCII and FBI) will be paid for by the Board during the term of this Agreement, not to exceed seventy-five dollars (\$75.00) per employee.

ARTICLE XI

BUS DRIVERS – BUS RUNS

A. BUS DRIVERS

PRE-SCHOOL MEETINGS

1. The pre-school bus driver's meeting will be paid at the rate of a minimum field trip. Those not in attendance must use personal leave or sick leave in order to be paid.
2. Unexcused absences will cost a deduction of the above amount. If the meeting is the last scheduled work day before the holiday, no holiday pay will be paid.

B. YEAR END BUS CLEANING

1. It is agreed that **\$60.00** will be paid for clean-up of the bus at the end of the year. Only one driver per bus will be paid **and each driver is personally responsible to clean his/her bus**. Buses must pass the **Transportation Supervisor's** inspection.

C. COMMERCIAL DRIVERS LICENSE

1. See Appendix 'A' for contract regarding CDL Agreement between Local #357, and the Bath Board of Education.
2. The Board shall pay for advanced training ODE classes only in the year of the driver's CDL recertification.

D. BUS RUNS

1. A bus run is defined as a driver picking up one load of students at their homes and dropping them off at a school or the reverse.
2. Board adopted runs may include a combination of the above where picking up and dropping off is done at the same time. If such a combination is established, it shall be paid as two (2) runs.
3. It is understood that if the LCC/Apollo or St. Gerard/Temple Christian runs are ever reinstated, the parties will bargain with respect to the issue.
4. The St. Gerard/Temple Christian run will be integrated into other routes without additional run pay.
5. At the beginning of each school year, a list for those wishing to substitute on board adopted kindergarten runs will be established in order of seniority.(If the district has ½ day kindergarten)
6. Regular contracted drivers shall be offered an opportunity to substitute, if they are available, before a regular substitute driver is employed.
7. This Article applies to the transportation of students in the Bath Local School District only.
8. When a driver calls off within two hours of a route departure, the first available Driver/substitute contacted will be offered the assignment. Bargaining unit drivers have the first priority in rotation.

E. ON BOARD INSTRUCTORS

1. On Board Instructor (OBI) vacancies shall be posted and bid and pursuant to Art. XII, Section (A), and shall be filled by the Transportation Supervisor or Superintendent, and trained by the Allen County pre-service instructor according to Ohio Administrative Code or by other State approved instruction opportunities. OBIs are employed to provide training to individuals seeking to obtain a CDL for the purpose of driving a school bus for Bath Local Schools and to provide training for current bus drivers as required. OBIs will be paid at their current regular hourly driving rate of pay for all training of drivers.

F. FIELD TRIPS

1. Definition - any extra curricular activity sponsored by the school that requires transportation by a bus or van.
2. Vans may be used provided the number of passengers does not exceed a total of eight (8).
3. Field trips will be paid at the driver's appropriate run rate per hour driving time with a two (2) run minimum including waiting time.
4. All non-driving time will be paid at the rate of the Ohio minimum wage.
5. A three (3) months waiting period after a driver receives a contract will be necessary before being put on the extra trip list for field trips.
6. Field trips that are scheduled to leave before 3:45 p.m. shall be awarded to a regular driver who agrees to a deduct for his/her regular run provided a substitute is available.
7. No bus driver may take a trip or route if the expected paid time for the trip or route would put the driver into overtime for the week unless requested to do so by the administration. Un-bid trips shall be assigned in rotation to the first driver who would not exceed 40 hours.
8. If overtime driving for an extra trip is requested by an administrator, the overtime opportunity will be rotated among drivers who would have more than 40 hours of work time for the week.

G. EXTRA RUNS

1. When regular routes are left without drivers, the driver(s) that drive(s) these routes shall be marked off the field trip list one (1) field trip for every two (2) such runs per pay period. (This section (G) shall be in effect only if the Board reinstates single run transportation for K-12 students.)
2. Kindergarten and field trips shall be excluded from the preceding subsection (1).

ARTICLE XII

PROCEDURES

A. BID PROCEDURE

1. When a vacancy occurs, unless the position is to be abolished, it will be posted within five (5) working days after position is open. Board action is required on the resignation before the position is posted. The position will be posted for a period of five (5) working days, and the vacancy filled within five (5) working days. Between June 1st and August 15th, the notification of vacancies will be sent to all employees by school e-mail.
2. Any job that is increased thirty (30) minutes or more per day is to be posted.
3. The Administration, with the Board action where necessary, shall make the final decision on the filling of bargaining unit vacancies, first giving consideration to internal applicants' experience, seniority and qualifications. It shall be the policy of the District to select the best qualified applicant. Where two or more applicants are deemed equally well qualified (as judged by the Administration), the most senior shall be granted the position.
4. If a current employee bids out of his/her classification in an open position, and is accepted, it will be for a thirty (30) day trial period. If, at the time, the employee "job fails" the new position, either due to personal reasons or ability, the employee has the right to return to the original position. However, that employee loses the right to bid for that same position at any future date.
5. Any current employee who has their application rejected will receive a written notice of rejection.

B. BUS RUN BID(S)

1. When a bus driver resigns, retires, or is terminated, his/her bus run (s) may be bid as one vacancy or may be bid as separate runs, to achieve, or to further the attainment of a four (4) run route.
2. Drivers may not resign from or split a route/run unless it achieves or furthers the attaining of a four (4) run route.

C. LAYOFF-RECALL

1. If the Board determines to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, cost saving considerations, or lack of work, the following procedure shall govern such layoff:
 - a. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements in so far as practical for employees who resign, retire, or otherwise vacate a position.
 - b. Whenever the Board determines to layoff 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.
 - b1. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular classification computed from the latest date of hire or appointment to their present classification.
 - b2. Authorized leaves of absence do not constitute an interruption of continuous service.

- b3. In case of identical seniority, a coin toss will be initiated on the day of hire to determine which employee shall be laid off first.
- c. The following classifications shall be used for the purpose of defining classification seniority in the event of the layoff:
- | | |
|-------------------------|--|
| Custodian-General Labor | Secretaries |
| Food Service Employees | Skilled Maintenance/Maintenance Mechanic |
| Head Mechanic | Study Hall Monitor |
| Librarian Assistant | Teacher's Aides |
| Monitors | Bus Drivers |
- d. The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off.
- e. Fifteen (15) days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection, in a conspicuous place, a list containing the names, seniority dates, and classification and indicate which employees are to be laid off.
- f. Each employee to be laid off shall be given advance written notice of the layoff.
- g. Each notice of layoff shall state the following:
- g1. Reasons for the layoff or reduction.
 - g2. The effective date of layoff.
 - g3. A statement advising the employee of their rights of reinstatement from the layoff.
- h. For the classification in which the layoffs occur, the Board shall prepare a reinstatement list, names of all employees employed under contracts shall be placed on the reinstatement list in reverse order of layoff.
- h1. Vacancies which occur in the classification of layoff shall be offered to the employee standing highest on the layoff list before the next person on the list may be considered.
- i. The employee must accept or reject the job offer in writing within one (1) week of the date on which the offer, addressed to the employee's address of record in the Treasurer's office, is sent by certified mail.
- j. In the event the employee is unable to be contacted, a registered letter shall be sent to his/her last known address.
- k. If it is not deliverable or if no reply is received within seven (7) days, the position may be offered to the next employee in line.
2. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority.
3. If subcontracting results in layoff, then more senior employees affected shall have the right to bump junior employees in other classifications provided that they are qualified for the position into which they bump.

4. If the Board ever intends any such subcontracting of work that would result in layoff, the Board will furnish the Local #357 President with written notice of such intent at least ninety (90) calendar days in advance of a Board vote to implement such subcontracting. The written notice shall disclose the reasons for wishing to subcontract. At least thirty (30) calendar days in advance of a Board vote to implement such subcontracting. Local #357 shall be afforded an opportunity to make a presentation to the Board with respect to the issue.

ARTICLE XIII

DUE PROCESS

A. APPLICATION

1. This Article shall not limit the Board's authority to non-renew a limited contract for any reasons. The procedures herein shall apply to reductions in pay for disciplinary reasons, demotions, suspensions for disciplinary reasons or removals (termination or dismissal).

B. DISCIPLINE

1. When the Board or its designated representative, in his sole discretion, determines that an employee may be disciplined, it must be for any just cause
2. The Board or its designated representative may impose whatever discipline it determines to be appropriate, up to and including suspension, considering all circumstances. The Board alone may dismiss an employee.
3. The Superintendent or his designated representative shall inform the employee of any corrective action taken and shall place in the employee's personnel file copies of any written action or memoranda on non-written action taken.

C. PROCEDURES: EMPLOYEES DISCIPLINE CONFERENCE

1. Before imposing a reduction in pay, demotion, suspension or removal, the Board or its designated representative shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain his behavior.
2. The employee has the right to be accompanied at the conference by one union representative along with one advisor of his/her own choosing.
3. The conference will be scheduled as promptly as possible by the Board or its designated representative.
4. The Board or its designated representative may impose reasonable rules on the length of the conference and the conduct of the participants.
5. The Board or its designated representative may tape record the conference, as may the employee or his representative.
6. The Board or its designated representative determines that the employee's continued employment prior to the conference poses a danger to persons or property of a threat of disruptive operations, he may suspend the employee without pay for up to three (3) days pending the conference to determine final disciplinary action.
7. If in such a situation, the Board or its designated representative determines at the conference that no discipline of the employee is appropriate; the employee shall receive back-pay for the period of suspension.

D. PROGRESSIVE DISCIPLINE

1. Ordinarily, the first instance of misconduct by an employee shall result in an oral reprimand from his Supervisor or the Board or its designated representative.
2. Further misconduct shall result in a written reprimand by the Supervisor or the Board or its designated representative.
3. Further misconduct shall result in suspension without pay, working suspension or demotion, or reduction in pay imposed by the Board or its designated representative. No vacation, personal leave, or deduct day may be used in conjunction with any disciplinary time off unless such vacation, leave or deduct day was approved in advance of notice to the employee that discipline may occur.
4. Further misconduct thereafter may result in removal by the Board.

E. IMMEDIATE REMOVAL

1. Rules cannot be listed to cover every situation. Certain offenses are serious enough to warrant immediate removal without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:
 - a. Theft of or damage to property of the district;
 - b. Theft of or damage to the property of a fellow employee;
 - c. Insubordination, or the uttering of threatening or abusive language toward management personnel, other employees or the public;
 - d. Intoxication, working under the influence of a controlled substance, or the sale possession or use of any controlled substances;
 - e. Falsification of any district records or employment records; and,
 - f. Fighting.

F. SOLE AND EXCLUSIVE REMEDY

1. The grievance procedure shall be the sole and exclusive remedy for an employee wishing to contest the imposing or severity of a disciplinary action. The arbitrator may reduce the severity of the punishment if the circumstances so warrant.

ARTICLE XIV

DUES DEDUCTION

A. PAYROLL DEDUCTION

MAINTENANCE OF AGREEMENT

1. The Board agrees to deduct from the wages of Association members for the payment of dues to the Association, upon presentation of a written authorization individually executed by any employee. This authorization shall be continuous unless revoked in writing during a ten-day period, August 22 through August 31, of each calendar year of the Agreement. Such continuous membership, as indicated above, shall continue in force so long as the Association is the exclusive representative under the appropriate provisions of ORC, Chapter 4117.
2. The Association agrees to indemnify and save harmless the Board against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Association to the Board
3. All dues shall be collected in equal deductions during the twelve (12) months of the school year and shall be submitted to the State Treasurer monthly with a list of those employees for whom payment is made, amount deducted, and a copy of the list shall be submitted to the OAPSE Local #357 Treasurer.
4. Dues shall be deducted in twenty-four (24) approximately equal installments from the employee's paychecks, beginning in late September.
5. The dues of an employee who does not work a full year shall be pro-rated accordingly and any balance of dues owed shall be deducted from the employee's last paycheck to the extent funds are available in that check or spread over the remaining pays, as may be the case.

B. AGENCY SHOP

1. Sixty (60) days following the beginning of employment or the effective date of this Article 7/1/96, whichever is later, employees in the bargaining unit who are not members of the Association shall pay to the Association a fair share fee as a condition of employment with the employer.
2. Such fair share shall not exceed the maximum amount, which may lawfully be assessed by the Association as a fair share fee. Those bargaining unit members who commence employment at a date later than the normal starting date shall have their fair share fee pro-rated in accordance with months worked.
3. The fair share payer shall be provided information concerning the fair share fee in accordance with law. Fair share shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be deducted and paid to the Association. It will be the responsibility of the Association to maintain reporting and rebate procedures in accordance with the law.
4. Payroll deduction of the fair share fee shall begin with the first payroll period following thirty (30) days after receipt of the financial disclosure information by the fair share payer and notice to the Treasurer of the Board. The deduction of the fair share fee by the Board from the payroll check of the employee shall be automatic and does not require written authorization of the employee.

5. Within ten (10) days of the day of payroll, the Treasurer of the Board shall transmit the amount deducted, with a list of the employees from whom deductions were made, to the State Treasurer of the Association, with a copy to the Treasurer of AFSCME Local #4/AFL/CIO, OAPSE Local #357. The President of AFSCME Local #4/AFL/CIO, OAPSE Local #357, on or before September 15, shall give the Treasurer for the school year the name and address of the State Treasurer of the Association.
6. If a bargaining unit member subject to the fair share fee ends employment by resignation or death before all deductions have been made, the unpaid balance will be deducted from their final check. The Board will not be liable for any fair share fee assessed against leaving employment before the pay date that fails to meet the time requirements of this Article. The Board's responsibility under this agreement shall be limited to the deduction of fair share, of which the Treasurer of the Board has been properly notified, from the payroll checks of fair share payers. In no event shall the Board become liable for any fair share amount.
7. This fair share agreement between the Board and Association does not require any employee to become a member of the Association. Upon timely demand, non-members may appeal to the internal procedure adopted by the Association or such non-members may submit such appeals as provided by law.
8. If the Board requests Association indemnification, the Association agrees to indemnify and save the Board harmless against any judgments for any costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share fee section, provided that under this section of the Agreement, the Board agrees to permit the Association or its affiliated organizations to designate co-counsel to represent and defend the Board during the term of this Agreement.

C. PAC (PEOPLE)

1. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employee Organized to Promote Legislative Equality) deduction as provided for in a written authorization.
2. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union.
3. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE XV

PAYROLL

A. PAY DATES

1. Employees' regular wages shall be paid in twenty-six (26) bi-weekly installments utilizing the established pay date schedule by direct deposit. Confirmation of direct deposit pay shall be provided to each employee by e-mail.

B. WAGE NOTICE

1. The Board need not provide employees with individual wage notices.
2. A newly hired employee shall be given written notice of his/her initial placement on the wage schedule.

ARTICLE XVI

DRUG TESTING

A. DRUG TESTING

1. Bath Local Schools will follow all guidelines of Federal 49 CFR Part 383 and ORC.
2. Bus drivers shall be subjected to drug and alcohol testing as mandated by the State and Federal Laws. See Appendix B.
3. If an employee is suspected to have a drug or alcohol problem the Superintendent may require a urine and/or blood test to confirm or deny such problem.
4. If an employee tests positive he/she shall be notified that he/she may take a second test from a different lab at the Board's expense.
5. Drug test results shall be shared with the employee when received by the Administration.

B. REHABILITATION

1. Any employee represented by OAPSE Local #357 who tests positive for drugs shall participate in a drug abuse assistance or rehabilitation program approved by the Board of Education or Superintendent. This provision will in no event apply to an employee more than once. This section (B) does not preclude discipline or discharge of an employee subject to the provisions of Article XIII.
2. If any employee fails to participate in such program, he/she shall be subject to non-renewal, suspension, and/or termination of employment as provided under Board Policy GBP.

ARTICLE XVII

WORKERS COMPENSATION

1. It is understood that injuries due to a work related accident must be reported and documented within 8 hours of the occurrence if physically possible and an alcohol/drug test must be taken within the same 8 hour time frame at the employer's expense.
2. Failure to report a work related accident within 8 hours will affect the employer accepting or rejecting worker's compensation certification of the injury.
3. Failure to take an alcohol/drug test within 8 hours if required, refusal, positive results or an adulteration of the specimen will result in disciplinary action. Alcohol/Drug test will be given prior to employment and if reasonable suspicion exists at employer's expense.
4. Section 4123.54 of the O.R.C. requires notice of rebuttable presumption, and means that an employee may dispute or prove untrue the presumption (belief) that alcohol or controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work related injury.
5. The burden of proof is on the employee to prove the presence of alcohol or controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to a chemical testing may be disqualified for compensation and benefits under Worker's Compensation Act.
6. Failure to report a work related accident within 5 calendar days will result in the employee using other Bath Local School leave(s) such as sick, personal or vacation prior to worker's compensation leave.
7. The District will conduct an in-service at the beginning of each school year about this Article.

ARTICLE XVIII

COMMERCIAL DRIVER'S LICENSE (CDL)

1. The Bath Board of Education will pay for all annual abstracts needed for annual re-certification. Applications for this abstract must be on file before the first pay check in June will be released.
2. The Bath Board of Education will pay for fees for the initial physicals and testing. The Board will also pay for the difference between the cost of an operator's license and the commercial driver's license. In-service time required by the CDL in addition to the current four (4) hours annually will be reimbursed at the driver's per hour rate. The Board will not pay for re-takes of failed tests.
3. The Bath Board of Education will provide additional training, as needed, to assist drivers in taking and passing CDL tests up to five (5) times.
4. Drivers who lose CDL's due to being unable to pass one or more sections of the test or due to traffic violations, will be removed from employment, as is current practices, should they not pass a physical or eye test required or have their license suspended or revoked.
5. The Bath Board of Education will not pay for drivers to take licensing tests if the license testing is required due to traffic violations.
6. It is the Board's intention to continue the same pre-trip inspection practice as now in place. If the Board changes to the CDL Pre-trip Inspection Program, negotiations will immediately take place for payment for such inspection time.
7. The Bath Board of Education will pay as above for all regular drivers and first time drivers who agree to drive for at least one (1) school year (180 days).
8. Any driver driving less than the agreed time will owe the Board restitution of the CDL cost paid to them at the rate of 5% for each ten (10) days not in Bath School employment as a school bus driver.
9. The Bath Board of Education shall pay for advanced training ODE classes only in the year of the driver's CDL recertification.

ARTICLE XIX

ALCOHOL MISUSE AND CONTROLLED SUBSTANCES USE FOR BUS DRIVERS REGULATIONS

A. INTRODUCTIONS

1. The Board is committed to programs, which promote safety for our students and our employees. In accordance with this commitment, as well as with federal law, the Board has implemented these regulations. A copy of these regulations will be provided to each of the bus drivers. Each driver will be required to sign a statement indicating that he/she has received a copy of those regulations.

B. APPLICABILITY

1. These regulations shall apply to all Bath bus drivers and any other of our employees who are required to have a commercial driver's license and applicants for driver positions. These regulations shall apply when a driver is actually driving, ready to drive, or immediately available to drive.

C. PROHIBITED CONDUCT

1. Bath's policy prohibits any alcohol misuse that could affect driving performance including:
 - a. use on the job;
 - b. use during the four hours before driving;
 - c. having prohibited concentrations of alcohol in the system while driving (.02). It also prohibits use during eight hours following an accident and refusal to take a required test.
2. The policy prohibits any controlled substance without a licensed physician's written prescription.

D. WHEN TEST MAY BE CONDUCTED

1. Pre-Employment
Drivers may be tested before driving to establish that the driver has an alcohol concentration less than 0.02 and that no controlled substances are in the driver's system.
2. Post-Accident
Drivers will be tested for alcohol and controlled substances as soon as practicable following an accident if the accident involved the loss of human life or if the driver receives a citation under state or local law for a moving violation arising from the accident.
3. Random
Each year, at least 25% of the drivers will be tested randomly for alcohol concentration levels and 50% of the drivers will be tested for controlled substances. The selection of drivers for random testing shall be scientifically valid to ensure that each driver has an equal chance of being tested each time selections are made.
4. Reasonable Suspicion
Drivers will be required to submit to an alcohol test and/or a controlled substance test when the school district has reasonable suspicion that the driver has engaged in the prohibited conduct set forth in Section 3 of this policy. Reasonable suspicion will be based upon observations concerning the appearance, behavior, speech or body odor of the driver.

5. Follow-up Testing

If a substance abuse professional determines that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver will be subject to unannounced follow-up testing. This testing will occur when the driver is driving, about to drive, or just after the driver has driven.

E. TESTING PROCEDURES

1. If a driver is required to submit to an alcohol test, it will ordinarily be a breath test. In limited circumstances, a blood test may be required to test for alcohol. Testing for controlled substances will be done with a urine sample. The test location will be sufficiently private to prevent unauthorized persons from seeing or hearing test results. Breath tests will be conducted on federally approved machines to ensure accuracy. Urine samples will be split to confirm positive test results.

F. MANDATORY TESTING

1. No driver shall refuse to submit to any of the tests set forth in Section 4 of this policy. Refusal to submit includes failing to provide adequate breath and/or urine samples for testing without a valid medical explanation and any other conduct that obstructs the testing process. Drivers who refuse to be tested shall not be permitted to drive.

G. VIOLATIONS OF POLICY

1. Drivers who engage in any of the conduct described in Section 3 of these regulations will not be permitted to drive and will be required to submit to an evaluation by a substance abuse professional. Before being able to return to work, drivers will have to submit to a return to duty test as described in Section 4(E) of this policy. If a driver is determined to have an alcohol concentration of 0.02 or greater, but less than 0.04, the driver will not be able to drive for twenty-four (24) hours.

H. MISCELLANEOUS

1. Any questions regarding these regulations should be directed to the Superintendent or his designee.
2. These regulations are being implemented by the Board pursuant to federal law. The law was developed in large part for safety reasons and because of the negative consequences alcohol and controlled substances use can have on one's health, work and personal life. If an employee believes he/she has a problem with alcohol and/or controlled substances, please seek assistance. The school district will attempt to place the employee in contact with the appropriate professionals. An employee who believes a co-worker is using controlled substances or abusing alcohol, should discuss the matter with his/her supervisor.
3. Upon notice to the Transportation Supervisor of an accident, the Board shall compensate a bus driver for reasonable and necessary time needed for required post-accident drug/alcohol testing.

ARTICLE XX

AGREEMENT

A. ENTIRE AGREEMENT

1. The specific provisions of the Agreement shall be the sole source of rights of OAPSE Local #357 and any employees covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and OAPSE Local #357 and between the Board and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement, understanding or practice, whether oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the employees covered by this Agreement.

Rates Effective 1/1/12 for Classified Employees

Bath Local School District

Insurance Premiums Per Month for Family Plan							
Hours/day	MEDICAL			DENTAL			BOARD PAYMENT FOR NO INSURANCE
	Employee Pay	Board Pay	Total Cost	Employee Pay	Board Pay	Total Cost	
8	\$ -	\$1,125.00	\$ -	\$ -	\$ 52.79	\$ -	\$ 2,500.00
7	\$ -	\$1,100.00	\$ -	\$ -	\$ 52.79	\$ -	\$ 2,500.00
6	\$ -	\$1,075.00	\$ -	\$ -	\$ 52.79	\$ -	\$ 2,500.00
5	\$ -	\$ 630.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00
4	\$ -	\$ 525.00	\$ -	\$ -	\$ -	\$ -	\$ 700.00
3	\$ -	\$ 105.00	\$ -	\$ -	\$ -	\$ -	\$ 400.00
2	\$ -	\$ 55.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00

Insurance Premiums Per Month for Single Plan							
Hours/day	MEDICAL			DENTAL			BOARD PAYMENT FOR NO INSURANCE
	Employee Pay	Board Pay	Total Cost	Employee Pay	Board Pay	Total Cost	
8	\$ -	\$ 500.00	\$ -	\$ -	\$ 52.79	\$ -	\$ 1,500.00
7	\$ -	\$ 475.00	\$ -	\$ -	\$ 52.79	\$ -	\$ 1,500.00
6	\$ -	\$ 450.00	\$ -	\$ -	\$ 52.79	\$ -	\$ 1,500.00
5	\$ -	\$ 425.00	\$ -	\$ -	\$ 52.79	\$ -	\$ 1,500.00
4	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ 400.00
3	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00
2	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ 100.00

Effective January 1, 2012, the Board will pay \$25.00 more monthly for each \$50.00 increase in premium (for only 6, 7 and 8 hour per day employees).

Life Ins. Premiums Per Month			
Full Time Employee (30 hrs or more)		Part Time Employee (less than 30 hrs)	
\$45,000		\$20,000	
Employee Share	\$ -	Employee Share	\$ -
Board Share	\$ 4.95	Board Share	\$ 2.20
Total Cost	\$ 4.95	Total Cost	\$ 2.20

**CLASSIFIED WAGE SCHEDULE
BATH LOCAL SCHOOL DISTRICT
EFFECTIVE JANUARY 1, 2012 - DECEMBER 31, 2014**

<u>FOOD SERVICE</u>			<u>CUSTODIAN - GENERAL LABOR</u>			<u>SKILLED MAINT. MAINT/MECHANIC</u>			<u>HEAD MECHANIC</u>		
<i>Year</i>	<i>Index</i>	<i>Rate</i>	<i>Year</i>	<i>Index</i>	<i>Rate</i>	<i>Year</i>	<i>Index</i>	<i>Rate</i>	<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	11.45	1	1.000	16.11	1	1.046	16.85	1	1.308	21.07
2-4	1.056	12.09	2-4	1.056	17.01	2-4	1.102	17.75	2-4	1.378	22.20
5-7	1.112	12.73	5-7	1.112	17.91	5-7	1.158	18.66	5-7	1.448	23.33
8-10	1.168	13.37	8-10	1.168	18.82	8-10	1.214	19.56	8-10	1.518	24.45
11-12	1.224	14.01	11-12	1.224	19.72	11-12	1.270	20.46	11-12	1.588	25.58
13-17	1.280	14.66	13-17	1.280	20.62	13-17	1.326	21.36	13-17	1.658	26.71
18-24	1.336	15.30	18-24	1.336	21.52	18-24	1.382	22.26	18-24	1.728	27.84
25	1.392	15.94	25	1.392	22.43	25	1.438	23.17	25	1.798	28.97
HC	1.601	18.33									
HC25		18.77									

<u>SECRETARY</u>			<u>LIBRARIAN ASST.</u>			<u>MONITOR</u>			<u>STUDY HALL MONITOR</u>		
<i>Year</i>	<i>Index</i>	<i>Rate</i>	<i>Year</i>	<i>Index</i>	<i>Rate</i>	<i>Year</i>	<i>Index</i>	<i>Rate</i>	<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	14.63	1	1.000	14.06	1	1.000	11.82	1	1.000	14.21
2-4	1.056	15.45	2-4	1.056	14.85	2	1.056	12.48	2-4	1.056	15.01
5-7	1.112	16.27	5-7	1.112	15.63	3	1.112	13.14	5-7	1.112	15.80
8-10	1.168	17.09	8-10	1.168	16.42	4	1.168	13.81	8-10	1.168	16.60
11-12	1.224	17.91	11-12	1.224	17.21	5-7	1.193	14.10	11-12	1.224	17.39
13-17	1.280	18.73	13-17	1.280	18.00	8-17	1.208	14.28	13-17	1.280	18.19
18-24	1.336	19.55	18-24	1.336	18.78	18-24	1.224	14.47	18-24	1.336	18.98
25	1.392	20.36	25	1.392	19.57	25	1.280	15.13	25	1.392	19.78

<u>TEACHER'S AIDE</u>			<u>TEACHER'S AIDE*</u>			<u>BUS DRIVER</u>		
<i>Year</i>	<i>Index</i>	<i>Rate</i>	<i>Year</i>	<i>Index</i>	<i>Rate</i>	<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	13.59	1	1.000	14.21	1	1.000	18.32
2	1.056	14.35	2	1.056	15.01	2-4	1.048	19.20
3	1.112	15.11	3	1.112	15.80	5-7	1.096	20.08
4	1.168	15.87	4	1.168	16.60	8-10	1.144	20.96
5-7	1.193	16.21	5-7	1.193	16.95	11-12	1.160	21.25
8-17	1.208	16.42	8-17	1.208	17.17	13-17	1.176	21.54
18-24	1.224	16.63	18-24	1.224	17.39	18-24	1.192	21.84
25	1.280	17.40	25	1.280	18.19	25	1.240	22.72

**(for payscale use only) This 5% higher rate will be paid to a Teacher's Aide who is assigned toileting responsibilities.*