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AGREEMENT BETWEEN

**THE ROOTSTOWN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES (OAPSE)
CHAPTER 569**

July 1, 2012 through June 30, 2015

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3.02 Exclusions.

The bargaining unit shall not include:

Treasurer	Purchasing Agent
Treasurer's Staff	Substitutes and Casual Employees
Superintendent's Secretary	All Supervisors
Superintendent's Staff	

Any disputed exclusions shall be subject to the grievance procedures.

3.03 Contracting Out.

The Board agrees not to subcontract or contract out work normally and historically done by bargaining unit members. Nothing herein shall be construed to limit the Board's right to have additional help due to emergencies or fluctuating needs due to seasonal requirements.

ARTICLE IV **NEGOTIATIONS**

4.01 Scope of Negotiations.

A. That which shall be negotiable shall be salary, hours, working conditions, fringe benefit provisions, and grievance procedures.

4.02 Negotiations Teams.

A. The negotiating teams will have the authority to make proposals, consider proposals and reach tentative agreement.

B. It shall be the sole prerogative of the individual parties to determine the structure, roles and/or representatives of their team; however, each team shall have no more than five members. The Association field representative may be a member of the Association team, and he/she may serve as Chief Spokesperson.

C. All negotiations shall be conducted exclusively between said teams.

4.03 Submission of Issues.

- A. Issues proposed for negotiations shall be submitted in writing by the Association to the Superintendent and by the Superintendent to the Association Chief Spokesperson on or before 60 calendar days preceding expiration of this contract.
- B. Prior to the beginning of negotiations, the Superintendent or his/her designated representative, and the Association Chief Spokesperson or his/her designee, shall meet, exchange list of items for negotiations, and cooperatively develop and adopt an agenda listing issues in order of negotiations.
- C. Upon adoption of said agenda, no issue shall be added to the agenda for negotiations without the mutual consent of the negotiating parties. At the first meeting of the teams, there shall be a mutual exchange of packages.

4.04 Negotiations Meetings.

- A. Meetings of the parties shall be called upon the written request of either party involved.
- B. A meeting date shall be agreed to within fifteen (15) days of such request unless the parties agree to an extension of time.
- C. The first meeting, for the purpose of package exchange, shall take place no later than fifteen (15) working days after the request has been established per Section III C, Submission of Issues.
- D. Emergency meetings are exempt from the previous provisions. For the purposes of definition, an emergency is defined as a situation demanding immediate action.
- E. All reasonable efforts will be made to schedule negotiations meetings so that they do not interfere with regularly schedule work. Negotiations team members may be released from work with prior approval of the Superintendent.
- F. Negotiations shall be held in private sessions.

4.05 Site of Meetings.

- A. The site for negotiations shall be on school grounds, and mutually agreeable to the parties.

4.06 Meeting Schedules.

- A. Prior to the conclusion of each session, the parties shall set the time, place and tentative agenda for the next meeting.

4.07 Caucus.

- A. Upon the request of either party, the negotiations meeting shall be recessed to permit the parties to caucus. Unless mutually agreed upon, however, the caucus shall be no longer than fifteen minutes in duration.

4.08 Exchange of Information.

- A. The parties agree to furnish each other, upon request, within seven work days, all readily available public information pertinent to issues under negotiations.

4.09 Public Information and Progress Reports.

- A. While negotiations are continuing, there shall be only joint media releases on information relating to negotiations. Nothing in this document shall be construed to limit the free and open sharing of information and/or progress of negotiations with the respective groups represented by the parties.

4.10 Tentative Agreement and Ratification.

- A. All tentatively agreed items shall be initialed and dated by the parties jointly during the session in which agreement is reached.
- B. When tentative agreement has been reached on the completed contract, both parties shall recommend the document to their respective constituencies for ratification. The respective ratification meetings shall take place within ten (10) working days.
- C. Upon ratification by both parties, the contract will be signed by the duly authorized officers of the Association and the Board of Education.

- D. Within fifteen (15) work days after the execution of this contract, the Board of Education shall print or duplicate and provide without charge a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the Board without charge at the time of employment. Each employee in the bargaining unit shall be provided by the Board of Education, without charge, with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

ARTICLE V

MEDIATION

- 5.01 An impasse shall occur when after a reasonable period of negotiations the parties are unable to reach agreement have stopped making progress at the negotiating table because the negotiations of each party have solidified to such a degree that, unassisted, negotiations become futile. Upon the request of either party a competently trained, mutually acceptable third party shall be employed to attempt to mediate a voluntary solution to the impasse. The cost of such mediating service, if any, shall be shared equally by the Board and the Association. The Federal Mediation and Conciliation Service shall serve as the source for each mediator.
- 5.02 If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached by either party.
- 5.03 The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service.
- 5.04 The mediator shall be authorized to:
- a. Stimulate counterproposals, compromises and concessions;
 - b. Suggest new combinations of comprises and concessions;
 - c. Serve as a vehicle for communication;
 - d. Deal separately with the two (2) negotiating teams;
 - e. Act in a confidential manner with the parties;

- 6.04 Staff member may also have the right to file a grievance at the appropriate Grievance Procedure Level relevant to the procedure for the purpose of having redress or removal of specified materials.

Additional copies may be obtained at the employee's expense.

ARTICLE VII **DISCIPLINE**

- 7.01 A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action in accordance with the Disciplinary Procedure herein contained.
- 7.02 Disciplinary action taken by the Employer shall only be for just cause. Discipline shall be to instruct as well as to punish, and shall normally be progressive in nature.

Progressive discipline shall generally follow the following sequence:

- (1) verbal reprimand,
- (2) written reprimand,
- (3) 1-3 day suspension without pay,
- (4) dismissal.

Exceptions to this progression can occur if the Superintendent deems the basis for the discipline to be of a serious nature or if the employee demonstrates a pattern of disciplinary infractions.

- 7.03 Any disciplinary action resulting in suspension, demotion or discharge of a non-probationary employee may only be appealed and processed in accordance with the Disciplinary Procedure herein contained.
- 7.04 Penalties for disciplinary action are: oral and written reprimands, suspensions, or dismissal.
- 7.05 Reprimands shall be removed from the employee's record after one (1) year provided no intervening discipline has occurred. All other disciplinary actions shall be removed from the employee's record after thirty (30) months provided no penalty greater than a written reprimand has occurred in the thirty (30) month period.
- 7.06 A local OAPSE officer or representative shall have the right to be present at a conference held for the specific purpose of formal disciplining a regular employee.

This right is not extended to OAPSE for meetings in which a supervisor wants to meet with an employee for any other reason. A meeting with a supervisor will not be considered a disciplinary meeting unless the supervisor advises the employee in writing that the meeting is for the purpose of discipline.

- 7.07 In the event a Bargaining Unit Member is performing services as a “substitute” and the administration intends to administer some form of discipline to the employee for actions that occurred while in the substitute position, the employee shall be entitled to an OAPSE representative in any such disciplinary meeting

ARTICLE VIII DISCIPLINARY PROCEDURE

8.01 This procedure shall apply to all employees covered by this Agreement.

8.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.
- B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

8.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee’s employment shall be terminated.

8.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible. Specific written instructions for improvement shall be given to the employee at this time, if warranted.

8.05 Where the employer seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

- 8.06 Discipline shall not be implemented until either:
1. the matter is settled, or
 2. the employee fails to file a grievance within the time frame provided by this procedure, or
 3. the penalty is upheld at Step 3 of the grievance procedure.

8.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance in accordance with Article X of this Agreement;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative at every step of the proceeding;

8.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provide in paragraph .12, until the matter is settled or a Step 3 determination has been reached.

8.09 The following administrative procedures shall apply to disciplinary actions:

Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Superintendent, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

8.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

8.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation in writing. A settlement entered into by an employee or the Union on his behalf shall be final and binding on all parties. The Union shall be notified of all settlements. In the event the employee declines Union representation and a settlement is

reached, the settlement shall only apply to the individual employee and shall not serve as an alteration or interpretation of the collective bargaining agreement unless the Union agrees to the settlement in writing.

- 8.12 An employee may be suspended without pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations.

ARTICLE IX **LEAVES**

9.01 Sick Leave.

- A. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

Sick leave shall not be used for absences due to (1) elective medical/surgical procedures that are scheduled during a work period unless there are no other scheduling options or (2) medical or other appointments scheduled during work hours unless there are no other scheduling options.

- B. All employees shall earn sick leave at the rate of one and one-quarter (1.25) days per month (15 days per year) cumulated without limit.
- C. An employee may be absent from regular duties because of personal illness for a period not to exceed his total number of days of accumulated sick leave without loss of pay subject to the provisions of this agreement.
- D. An employee who is to be absent on sick leave shall notify their department supervisor or, if the supervisor is not available, the Board office of such absence and the general reason therefore at least one (1) hour before the start of his work shift each day he is to be absent unless an emergency arises. Employees who inform their supervisor of the length of their absence shall not be required to report absence on a daily basis. As soon as practical, the employee shall sign and submit the written sick leave request form.

- E. Employees who fail to call-in at least one (1) hour before his shift shall forfeit one (1) hour of pay for each fifteen (15) minutes he calls in less than the one (1) hour minimum late, with a maximum forfeiture of four (4) hours for late call-ins, or regular shift hours whichever is less. The Supervisor may, in his/her sole discretion and in an extreme emergency, make an exception to this provision. The exercise of this discretion will not be unreasonable. Such an exception shall not serve as a precedent.

- F. Sick leave may be used in segments of not less than one quarter (1/4) day.

- G. Before an absence of three (3) consecutive days or more may be charged against accumulated sick leave, the Employer will require proof of illness, injury or death, or may require the employee to be examined by a physician designated by the Employer and paid by the Employer. An employee absent for more than five (5) days must supply a physician's report to be eligible for paid sick leave. A physician's written excuse must be supplied for any sick leave, regardless of its length, immediately before or after a holiday, holiday break, or extended weekend to receive holiday pay.

- H. If an employee is absent for five (5) consecutive work days or more, the Superintendent will require the employee to submit a statement from a physician certifying that the employee is physically capable of performing the duties of his/her positions. If the employee fails to provide such a statement when requested, he/she will not be entitled to return to work until such a statement is provided.

- I. Excessive absence may result in adverse evaluations of an employee's work performance. Abuse of sick leave shall be good and just cause for disciplinary action.

- J. In the case in which both parents are employed by the Employer, only one parent may be granted sick leave to care for a child at home on the same day, unless such illness requires hospitalization.

- K. When the use of sick leave is due to illness or injury in the immediate family, “immediate family” shall be defined to only include the employee’s spouse, the spouse’s parents, brother and sister, children and stepchildren, or parents and grandchildren.
- L. When the use of sick leave is due to death in the immediate family, “immediate family” shall be defined to only include the employee’s parents, grandparents, grandchildren, spouse, spouse’s parents, child, brother, sister, brother-in-law, sister-in-law, step-parents, son-in-law, daughter-in-law or person in loco parentis, and shall be limited to four (4) days. The Superintendent may allow, at his/her discretion, additional days under extreme circumstances. The exercise of this discretion will not be unreasonable.
- M. Upon the retirement of an employee who has at least ten (10) but less than twenty (20) years of continuous, uninterrupted employment with the Board and who has qualified for and begins to receive retirement benefits from a State of Ohio employees retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by thirty percent (30%) of the total number of accumulated but unused sick days earned by the employee, as certified by the Board, providing that such resulting number of hours to be paid shall not exceed forty (40) days. For an employee who has at least twenty (20) but less than twenty-five (25) years of continuous, uninterrupted employment with the Board, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by thirty-five percent (35%) of the total number of accumulated but unused sick days earned by the employee, as certified by the Board, providing that the maximum number of days shall be 45. For an employee who has twenty-five (25) or more years of continuous, uninterrupted employment with the Board, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by forty percent (40%) of the total number of accumulated but unused sick days earned by the employee, as certified by the Board, providing that the maximum number of days shall be 50.

For the purposes of this provision, a day shall equal the number of hours per day the employee was scheduled at the time of the retirement. Severance pay shall then be paid no later than sixty (60) days after the last date of employment.

9.02 Leave of Absence

Upon written request, the Administration may grant a leave of absence for a period of up to two (2) years, in one (1) year increments, for education or professional or other purposes and shall grant such leaves where the employee's personal illness or other disability is the reason for the request. The employee is required to use and exhaust his/her accumulated leaves (sick leave, personal leave, vacation, etc.). Thereafter, the remainder of the leave shall be unpaid.

If the employee has been enrolled in hospitalization, surgical and major medical previous to his/her leave, the Board of Education will permit the employee to continue to remain enrolled at his/her expense during the unpaid leave of absence.

9.03 Personal Leave.

Any regular twelve-month classified employees shall be permitted to be absent, with pay, for personal leave a total of four (4) days in any school year from July 1 through June 30; a total of three (3) days for all other employees.

Requests for Personal Leave must be made in writing, to the Supervisor (Superintendent if Supervisor not available) at least three days before being excused. Personal Leave requests shall be granted on a first come, first served basis, subject to scheduling needs of the Employer and approval of the Superintendent.

Personal days are non-accumulative from one academic year to the next. Personal leave may not be used on the day before or after or to extend a vacation or scheduled time off (i.e. school holiday, school vacation period, spring break, etc.). Unused personal days will convert to sick leave on July 1 of the following year.

Personal days may be used before or after a holiday only once a year, per year, if the employee does not use more than the following number of sick days by these holidays:

<u># Sick Days Used</u>	<u>Holiday</u>
0	Labor Day
1	Columbus Day
3	Thanksgiving
4	Christmas/New Year's Day
5	Martin Luther King Jr. Day
6	President's Day
8	Good Friday to the end of the fiscal year

This request may be denied if 2 or more employees, in their department, are scheduled to be absent that day. Personal days may not be taken on the day before school starts, the first day of school, or the last two days of school. The Superintendent may permit a Personal day on any one of these days if an emergency exists.

9.04 Jury Duty Leave.

Employees will be granted leave for jury duty and work-related court appearances where a subpoena is issued, upon evidence of subpoena and/or Clerk of Courts statement.

Employees will have two (2) options relative to jury duty pay: a) they can forward jury duty pay to the Board immediately upon receipt by the employee in order to get regular pay for time released, or b) they can take jury duty pay and be docked their daily rate of pay by the School Treasurer if this request is in writing to the Treasurer. If the jury duty or court appearance is cancelled before the end of the employee's shift, the employee must report to his/her department supervisor for work.

9.05 Union/Professional Leave.

A. Union Leave shall be granted in the amount of three (3) days maximum for three (3) bargaining unit members to attend the OAPSE Annual Convention. This leave is conditioned on the Treasurer's receipt of proof of attendance from the bargaining unit members. The Local #569 President shall have a total of three (3) days paid released time per contract year to conduct union business. This shall be in addition to any released time granted by Article 4. The Union President and the Grievance Chairperson shall be excused from work with pay to attend Step 3 grievance hearings, if the hearing is scheduled during their work period.

Further, the Board is in no way obligated for any expenses other than the release time of the person(s) and the payment of substitute(s), if necessary.

B. Professional Leave shall be granted with pay for members of the bargaining unit who are required by the Administration to attend instructional seminars, conferences, or classes.

9.06 Assault Leave.

Any unit member who is assaulted while performing assigned duties is eligible for a paid leave of absence for up to thirty (30) working days. This needs to be substantiated by the Employer's physician. Sick leave may be used from that point forward if additional days are needed.

9.07 Family and Medical Leave Act.

The parties agree to be bound by the provisions of the Federal Family and Medical Leave Act of 1993 as amended.

The FMLA of 1993 shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the FMLA. To the extent that the FMLA mandates leave rights and benefits in excess of those provided in this Agreement, those excess leave of absence rights and benefits shall be accorded to bargaining unit members eligible therefore under the act and regulations issued pursuant to it. Each party shall retain all the rights accorded to them by FMLA.

9.08 Replacement Hours

All reasonable effort will be made to replace bargaining unit employees with the same number of hours worked by the absent employee.

9.09 Unpaid Paternity/Maternity/Adoption Leave

1. Any staff member may use Sick Leave, or advancements thereof, for absence due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom (hereafter collectively referred to as "pregnancy"). Maternity Leave may be used in lieu of Sick Leave when any staff member has exhausted Sick Leave, or when the staff member has determined that a transfer from Sick Leave to Maternity Leave is necessary. A staff member who is pregnant, or adopting a child less than one (1) year of age, may request and shall be entitled to a Leave of Absence without pay for maternity or child care reasons to begin any time during pregnancy – or, in the case of adoption, the receipt of custody, or up to one (1) year for child care after the child is born or adopted. At the option of the employee, such leave may be for the

remainder of the current month or for the remainder of the school year and up to one additional year.

2. Application for Leave. Application for Maternity Leave shall be filed on the Leave of Absence form, and shall contain a statement on the expected date of birth – or, in the case of adoption, the date of obtaining custody, the date on which the leave is to commence, and the term of the leave. In the case of miscarriage, abortion, or adopting problems, the staff member shall be entitled to reinstatement at the beginning of the next month. The employee shall be entitled to return at any time during the approved leave period, provided that she notifies the Superintendent as least ten (10) school days prior to the date she wishes to return, and furnishes a statement from her physician attesting to her ability to resume the full performance of her duties and responsibilities.
3. Rights While on Leave. Any staff member on Paternity/Maternity/Adoption Leave, or Child Care Leave, shall be entitled to request and receive the right to continue to be covered by any or all insurances provided the member pays to the Board Treasurer (in advance each month) the full amount of the monthly group plan premium of such coverages. Any overpayment of premium shall be refunded to the member upon termination of leave. Child Care Leave provisions of Maternity Leave apply to either of the adopting or natural parents (father and/or mother). Upon his/her return from leave, a member's salary and fringe benefits will be commensurate with the member's seniority and he/she will be returned to the same position, if available, or one for which the member is qualified.

9.10 Unpaid Leave of Absence

- A. Unpaid leaves of absence are subject to the discretion of the Superintendent and are unauthorized unless approved by the Superintendent in advance and in writing.
- B. While a bargaining unit member is on an approved unpaid leave of absence, he/she shall relinquish his/her per diem rate of compensation for each work day of absence.
- C. Unauthorized unpaid leaves of absence will subject the bargaining unit member to immediate dismissal.

ARTICLE X

GRIEVANCE PROCEDURE

10.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and, shall have the right to be represented by the Union at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process complaints and grievances through the grievance procedure, or adjust to settle the same.

10.02 For the purposes of this procedure, the below listed terms are defined as follows.

- a) Grievance – A “grievance” shall be defined as a dispute or controversy arising from the misapplication, misinterpretation, or alleged violation, of only the specific and express written provisions of this Agreement.
- b) Aggrieved party – The “aggrieved party” shall be defined as the Union or any employee or group of employees within the bargaining unit actually filing a grievance.
- c) Party in Interest – A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days – A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

10.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting that grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and the Union.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation of grievances and any other union business shall be conducted during non-working hours, lunchtime or during breaks from work.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer or the Union in future proceedings.
- f) The Union shall have the right to be present at any step of this procedure, even though such presence is not requested by the employee.
- g) This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions.
- h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- i) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- j) Grievances filed by the Union shall commence at Step 2.

10.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within fifteen (15) days of the occurrence of the facts giving rise to the grievance. The Supervisor will hold an informal meeting with the employee, and his steward if the employee so requests, within fifteen (15) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's steward if the employee so requests, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the employee's Supervisor within ten (10) days of the informal meeting or notification of the Supervisor's decision at Step 1, whichever is later, but not later than ten (10) days from the date of the meeting if the Supervisor fails to give the employee an answer.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Superintendent within ten (10) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Superintendent, or his designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, the Union, and any other party necessary to provide the required information for the rendering of a proper decision. The Superintendent, or his designee, shall issue a written decision to the Union, with a copy to the employee within ten (10) days from the date of the meeting. If the Union is not satisfied with the decision at Step 3, the Union may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE XI

ARBITRATION PROCEDURE

- 11.01 A. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a default by the Employer at Step 3, the Union may submit the grievance to arbitration.
- B. Prior to the selection of an arbitrator, the parties shall contact the FMCS for the assistance of a mediator to help the parties mediate the issues involved in the grievance. This grievance mediation step shall last for no more than thirty (30) calendar days or until the mediator determines that further mediation efforts are unlikely to be successful, whichever event occurs first
- C. At the conclusion of the grievance mediation step and if the grievance has not been resolved, the parties will meet to mutually petition the FMCS for a list of arbitrators. The panel members' names will be stricken alternately until one name remains who shall be designated the arbitrator to hear the grievance in question. A coin toss shall determine striking order.
- 11.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.
- 11.03 The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.
- 11.04 The hearing or hearings shall be conducted pursuant to the Rules of the FMCS.
- 11.05 The fees and expenses of the arbitrator shall be borne equally by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.
- 11.06 The arbitrator's decision and award will be in writing and delivered as soon as possible after the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE XII

LABOR-MANAGEMENT COMMITTEE

- 12.01 Designated representative(s) of the Board and Association agree to meet and discuss items of mutual concern, with the maximum of five (5) persons representing each party.
- 12.02 Such meeting shall be held at the request of either party. Advance request shall be made at least ten (10) working days before a proposed meeting date, along with the request shall be attached to the agenda of items to be discussed. All meetings shall be held at agreed times and places and shall not exceed two (2) hours unless both parties agree to extend the meeting time.
- 12.03 Both parties shall agree that the committee is not to be used to extend formal negotiations or to discuss items more properly the subject of the grievance procedure.
- 12.04 The Union shall have the right to request a Labor-Management Committee meeting concerning working conditions which result from allegations of insufficient time available to perform required duties.
- 12.05 School safety concerns shall be appropriate subjects to bring to the Labor-Management Committee under 12.01 above.

ARTICLE XIII

HOURS, OVERTIME, HOLIDAYS AND VACATIONS

- 13.01 The length of the work day shall be designated by the Board for unit members. Each unit member shall not receive a work assignment of less than two (2) hours per day. The five (5) work days will be Monday through Friday. Except as provided by this Agreement, no current bargaining unit member shall have their hours of work reduced during the term of this Agreement. The Board may re-evaluate positions when they become vacant, however, the parties agree that positions will not be “split” to avoid benefit obligations under this Agreement. Flexible hours may be permitted at the discretion of supervisor. The exercise of this discretion will not be unreasonable.
- 13.02 Extra pay will be given for time worked beyond regular shift times – if approved by the Supervisor or Superintendent. Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit by department. Those employees interested in overtime will be listed by descending classification seniority. If a Supervisor is aware of a need for overtime with 24 hour advance

notice, the overtime shall be distributed to those employees on the district's seniority list and then overtime will be offered to employees in the district by classification seniority/rotation. If the Supervisor has less than 24 hours of notice of the need for overtime, those employees on the building overtime list shall be offered the overtime and, if no employee in the building in the affected classification is interested, the Supervisor shall exercise his/her discretion in regard to the rotation list. Overtime work shall not interfere with regularly assigned duties.

Employees shall be paid their applicable rate of pay for all hours spent in required meetings. Employees shall be paid their applicable rate of pay for each hour spent in the required meeting at the beginning of the school year. With the exception of the August transportation meeting, meetings can only be called before or at the end of a regular shift, except in emergencies. Bus drivers will be paid for their time spent attending a required drivers' workshop at the Step O rate of pay.

- 13.03 Time and one-half will be paid for approved hours worked over forty (40) hours per week excluding sick leave. Sundays will be compensated at double time for all hours worked, and holidays will be compensated at time and a half for all hours worked plus eight (8) hour holiday pay. Emergency circumstances may warrant exceptions per supervisor.

For field trips, bus drivers who drive his/her regular route on the day of a field trip (or the day before for Saturday field trips) will be eligible to receive time and one-half for hours worked in excess of eight (8) hours, excluding sick time.

13.04 Calamity Days

Unit members called to work during a shift that has been designated as part of a calamity day shall be paid time and one half for any hours worked, but not less than two (2) hours, in addition to their regular rate of pay for the calamity day. Employees shall only be required to perform the work necessary to address the calamity. This shall apply to the first five (5) calamity days in a school year.

Calamity days beyond the first five (5) in a school year will be rescheduled by the Board. Nine (9) month and ten (10) month employees will receive their regular daily rate of pay for these additional calamity days; however, they will work on the rescheduled make-up days and receive no additional pay. Twelve (12) month employees may choose one of the following options for calamity days in excess of five (5) in a school year:

- a. work the regularly scheduled hours on the calamity day and receive the regular daily rate with no additional premium pay for working on a calamity day;
- b. remain off of work, designate the day as one of his/her available vacation days or personal days, and receive the regular daily rate of pay;

If legislation is passed that requires Ohio schools to make up all calamity days, then twelve (12) month employees shall work the calamity day and receive their daily rate of pay.

13.05 Nine (9) month employees shall work 186 days including holidays. Ten (10) month employees shall work 206 days including holidays. Twelve (12) month employees shall work 260/261 days including holidays.

13.06 The Board of Education agrees to provide all employees in the bargaining unit with the following paid holidays:

- | | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Thanksgiving Day |
| President's Day | Columbus Day* |
| Memorial Day | Christmas Day |
- * Columbus Day will be observed on NEOEA Day.

Unit members who work twelve (12) months shall also receive the following paid holidays:

- | | |
|------------------------|-----------------------|
| Independence Day | Day before Christmas |
| Good Friday | Day before New Year's |
| Day after Thanksgiving | |

13.07 The Board agrees to pay eleven (11) month and twelve (12) month unit members the following vacation schedule with full pay after completion of:

- | | |
|-----------------|-------------------------|
| 1-5 years | - 2 weeks paid vacation |
| 6-10 years | - 3 weeks paid vacation |
| 11 years and up | - 4 weeks paid vacation |

Twelve (12) month employees as of June 30, 2006 are grandfathered.

A “year of employment” shall mean twelve (12) consecutive months of regular employment within a classification. This means the anniversary date working as an eligible employee.

Vacation requests must be in writing and at least two (2) weeks in advance of the requested dates. Vacation requests shall be granted on a first come, first served basis, subject to scheduling needs of the Employer and approval of the Superintendent. This approval shall not be unreasonably withheld. Vacation may be taken at any time during the year, including when school is in session except the day before school starts, the first week of school, and the last week of school.

Vacations must be taken annually starting July 1st. A bargaining unit member may carry-over a maximum of five (5) days of vacation. At no time may a bargaining unit have more than five (5) days of vacation carry-over. A bargaining unit member may not unilaterally elect to take pay in lieu of vacation.

ARTICLE XIV **DUES DEDUCTIONS**

- 14.01 OAPSE shall have the sole and exclusive right to have membership dues deducted for classified employees in the bargaining unit.
- 14.02 The Board shall deduct, in accordance with the OAPSE dues schedule, dues from the wages of all employees who have submitted OAPSE dues authorization forms to the Treasurer. Union dues shall be deducted each pay.
- 14.03 OAPSE shall indemnify and hold the Board of Education harmless from any and all claims, demands or suits or any other action arising from the organizational security provisions contained herein.
- 14.04 Bargaining unit members newly hired on or after 7/1/88 who have not become a member of the Association by the sixtieth (60th) calendar day after his/her initial employment with the Board (for the purposes of this Article, employment shall be the first work day after Board action to hire) shall pay a fair share fee which shall not exceed dues paid by members of the Association who are in the same bargaining unit. Newly hired unit members shall have their annual fees pro-rated for remaining deductions. The Association shall notify the Board Treasurer of those newly hired unit members who have not joined the Association during the sixty (60) day period and the total fair share fee to be deducted. The Board Treasurer shall notify the Union Treasurer of all newly hired employees.

- 14.05 The fair share fee shall be automatically deducted for those Association members who have withdrawn membership from the Association after 7/10/88 and during the term of this Agreement and for those newly hired unit members who have not joined the Association within sixty (60) days, after initial employment. It is the responsibility of the Association to notify the Board Treasurer as to those unit members who withdraw from the Association. Such notification shall be in writing.
- 14.06 It shall be the responsibility of the Association to prescribe an internal rebate procedure for rebate of monies spent on political or ideological matters opposed by the unit member which are not related to the purposes of administration of or negotiating the Agreement or grievances.
- 14.07 Payments by unit members holding religious conscientious objections shall be governed by O.R.C. 4117.09(C).
- 14.08 The Association agrees to indemnify and save the Board harmless against any judgments, costs, expenses or other liability the Board might incur as a result of the implementation and enforcement of this fair share section.
- 14.09 The Board's obligation to deduct the fair share fee shall terminate upon a change to a position outside of the bargaining unit.
- 14.10 The Employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in written authorization. Such authorization is voluntary, 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 Union. The employer agrees to remit any deduction made pursuant to this provision to the Union once per month 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.

The Union agrees to indemnify and hold harmless the Board from any claims of employees for reimbursement or related demands if the PEOPLE deduction is ultimately determined by a court of superior jurisdiction to be illegal or the provisions of Section 3599.031(H), Ohio Revised Code, are ultimately held enforceable.

ARTICLE XV

SENIORITY BID SYSTEMS

15.01 Vacancy notices shall be posted in all buildings staffed by Rootstown Local School District, by each time clock, and sent to each school office.

15.02 When a vacancy occurs due to retirement, resignation, leave of absence, death, promotion, or creation of a new position, a “vacancy notice” shall be posted within five (5) working days, for five (5) working days. Except for designated pilot programs, should hours be added to any position covered by this agreement, and such hours are added for thirty (30) consecutive days or more (excluding the months of June, July, and/or August), then this position shall be considered a new position which shall be posted and filled according to this Article. A designated pilot program is a program or position that the Superintendent intends to initiate or expand on a trial basis for a period of one school year or less. The Superintendent shall inform the Union President of this designation in advance. If this program or position continues past the trial period, it shall be posted and filled as a new position.

Nine (9) and ten (10) month employees, who do not receive a paycheck during the summer and wish to be notified about job vacancies in the summer, shall provide the Board Office with a minimum of two (2) self-addressed stamped envelopes no later than their last day of work. The vacancy notice shall contain a description of duties, salary range, shift time and work location. All positions shall be filled within sixty (60) working days after the close of the posting period if the Superintendent’s recommendation in 15.04 is a member of the bargaining unit.

15.03 In the event that the Employer determines the qualifications, skill, experience and ability to perform the work in question is equal among two (2) or more applicants, seniority shall govern.

15.04 Employees desiring the position shall submit their bid to the Administration within the five (5) work day posting period mentioned above. The “vacancy notice” shall contain a description of the duties, salary range, shift, and work location(s). Positions awarded per this Article shall remain with the successful applicant, unless the applicant vacates the position or is removed for cause.

The Administration will interview all present employees who have filed written application for the vacant position. Full consideration will be given to those employees who submit an application and meet the qualifications for the vacant position. Factors for determining qualifications shall be past job performance, seniority, and ability to perform the work in question as determined by the Superintendent.

15.05 If no applications are received, or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring qualified new employees from outside the bargaining unit. The Employer must meet with the Local Union officers and the employee in question to discuss and prove why they are not qualified, (attendance is a qualifier) for a vacant position. (See Article 24.02A)

15.06 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer in the bargaining unit. Service/experience shall be continuous in all positions within the classification. A probationary employee shall have no seniority until he/she satisfactorily completes the probationary period which will be added to his/her total length of continuous employment.

Any new employee will start with no seniority. New employees may be credited with up to (5) years of experience only for salary schedule placement at the Superintendent's discretion. Employees who transfer from one classification to another may be credited with up to ½ of their years of experience for salary schedule placement, with a maximum of (5) years of experience. Furthermore, an employee shall only receive this service credit once in their career.

15.07 An employee shall be terminated when one or more of the following occur:

- a) He/She resigns;
- b) He/She is discharged for just cause;
- c) He/She is laid-off for a period of time exceeding two (2) years;
- d) He/She retires;
- e) He/She fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence.
- f) He/She becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
- g) He/She refuses recall or fails to report to work within ten (10) working days from the date the Employer sends the employee a recall notice.

- 15.08 If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by application date.
- 15.09 The Employer shall provide a current seniority list to the Union on an annual basis.

ARTICLE XVI LAYOFF AND RECALL

- 16.01 If the Administration determines it is necessary to reduce the number of employees in a job classification because of abolishment of position, lack of work, or lack of funds, the following procedure shall prevail.
- 16.02 The number of persons affected by a reduction in force will be kept to a minimum insofar as possible by not employing replacements for employees who retire, resign, pass away, etc.
- 16.03 When it is necessary to layoff employees, for reasons set forth above, employees in the classification of layoff, shall be laid off in the reverse order of seniority with the least senior employees laid off first. Authorized leaves of absence do not constitute an interruption in continuous service, however, time spent on an unpaid leave shall not count in computing seniority.
- 16.04 The following classifications shall be used in the event of a layoff:

Custodial	Cafeteria
Bus Drivers	Mechanics
Secretarial	Maintenance
Educational Aides	Non-educational Aides/Monitors

Bargaining Unit members only affected by a reduction in force will have the opportunity to displace any least senior employee within their classification by district seniority. Those Bargaining Unit members who cannot bump within their classification may then bump any least senior employee in a classification that they previously held a contracted position according to district seniority. No re-training will be needed.

- 16.05 The Administration shall determine in which classification any layoff shall occur and the number of employees to be laid off. Limited contract and governmental program employees and seasonal or casual employees shall be laid off before any regular employee.

- 16.06 Employees laid off pursuant to this Article shall be recalled in order of seniority to positions within the classification. Regular employees shall be reinstated before any limited contract or governmental program employees or seasonal or casual employee.

- 16.07 A laid off employee shall remain on the recall list for two (2) years unless he/she waives his/her recall rights in writing, resigns, fails to accept recall to a position in his/her classification, or fails to report to work within ten (10) working days after a written notice of recall sent to the employee's last address.

ARTICLE XVII WORKERS' COMPENSATION

- 17.01 All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio, in case of injury or death incurred in the course of or arising out of their employment, to the extent permitted by law.

- 17.02 An injury incurred while performing assigned responsibilities shall be reported to the injured employee's Supervisor or other designated representative and an application shall be filed with the BWC.

- 17.03 The Board agrees to continue to provide and pay any premiums for medical insurance in effect on said employee for period of Family Medical Leave Act, while on Workers' Compensation disability leave. An employee on Workers' Compensation disability leave shall be required to return to work as soon as possible and may be offered light duty. Upon returning to work with light duty, the employee may be performing a job that is out of their current classification and shall remain at that position until cleared by a physician to return to normal position.

ARTICLE XVIII TRANSPORTATION

- 18.01 All field trips shall be first offered to regular bus drivers on a rotating basis. Drivers are permitted to trade trips with prior approval from the Transportation Supervisor.

- 18.02 A record will be kept as to who is taking field trips, the date taken and the hours on their trip slip.

- 18.03 Field trips shall be increased from the current rate by the same percentage as the across-the-board increase. Overtime resulting from field trip time will be paid in accordance with the Fair Labor Standards Act (FLSA).
- 18.04 Drivers will be notified as soon as practical before the start of scheduled trip if it is canceled. If the driver arrives at work, at the designated time, before the trip is canceled, the driver will receive two (2) hour pay at the extra trip rate. Drivers shall remain with a trip, excluding overnight trips.
- 18.05 The Board agrees to provide for the extra work needed for cleaning busses the last day of school. The employer shall offer this extra work to bus drivers first, but shall not require them to perform it.
- 18.06 Route sheets will be provided to bus drivers by the supervisor. Routes will be available for pick-up, to all drivers, three (3) days prior to their annual meeting designated for picking routes. All routes will be bid each year on that date, beginning with the most senior driver and proceeding down, by seniority.
- 18.07 Duplicate forms will be provided for each driver for the purpose of bus maintenance.
- 18.08 Discipline on the bus is a mutual responsibility of the driver and, when required, the appropriate supervisor/administrative personnel. This shall include, at the option of the principal, a conference with the principal.
- 18.09 Drivers shall be notified as soon as possible of school closings.
- 18.10 All new and vacant bus runs shall be posted in accordance with job opening procedures.
- 18.11 The Board shall provide physicals to bus drivers at a designated location, and will make payment for each physical. Any driver who is not present on the scheduled dates on which physicals are given by the Board hired physician or the second rescheduled physical shall have their physical given by said physician on or before July 1 at his/her own expense. If a driver wants to have the annual transportation physical conducted by his/her personal physician, the Board will reimburse the employee the amount of his/her physician's charge that insurance benefits do not cover up to the amount the Board is charged per person to provide the physical. The reimbursement will be made once the employee demonstrates the amount he/she is required to pay.

18.12 Scope of Usage of the School Van.

No more than one van rated at eight (8) passengers shall be used for any one activity for hauling of equipment, any and all practices, and any small group activities, which do not exceed the passenger rating.

18.13 The Board shall pay Bargaining Unit Members at Step 0 of the drivers' salary schedule for all time spent (to a maximum of 17 hours) in Bus Driver Re-Certification classes in accordance with 3301-83-10(F) (effective 10-2-98), in addition to the cost of the class.

Drivers who leave employment, for reasons other than retirement, within twelve (12) months of completion of such classes, shall reimburse the Board for the cost of the classes, and all hours paid under this section. This shall be withheld from the Employee's final check.

18.14 All bargaining unit members shall be reimbursed for the costs of initially obtaining his/her CDL, provided they are still employed by the Rootstown Local Schools or become a bargaining unit member within twelve (12) months after receiving the CDL. Payment shall be made by separate check after the twelve (12) month period and proof of the costs. Refer to 18.14 if employment ends.

18.15 All regular routes shall be guaranteed four and one-quarter (4 ¼) hours per day.

ARTICLE XIX LUNCH TIME PROVISION

19.01 Office secretaries, eight (8) hour custodians, maintenance, and the mechanics will receive a thirty (30) minute paid lunch period each work day. These employees shall receive their lunch period as close as practical to the middle of their work shift. In addition, these employees shall receive two (2) breaks of fifteen (15) minutes each, as close as practical to the mid-point between the start of their shift and the lunch period, and between the lunch period and the end of their shift.

19.02 Employees working four (4) consecutive hours, but less than six (6) consecutive hours shall receive a fifteen (15) minute break as close as practical to the midpoint of the employees' shift.

19.03 Employees working six (6) consecutive hours or more will receive two (2) breaks of fifteen (15) minutes each, as close as is practical to one-third and two-thirds of the way through the work day.

ARTICLE XX

CONTRACTS AND EVALUATION

20.01 The Board shall issue a contract or salary notice to each employee by June 30 of each year. The contract or salary notice shall include the following:

- A. Number of days to be worked each year.
- B. Number of hours per day.
- C. Hourly rate of pay.

20.02 It is mutually agreed that if negotiations establishing said salaries are not completed by June 1, said salary notice may be delayed until such time as is appropriate after the new agreement has been ratified by both parties.

20.03 The Employer will continue to provide annual salary notices.

20.04 Performance Evaluation

Each regular employee shall receive a performance evaluation once a year, which shall be in writing and shall be kept confidential in accordance with law. If an employee is rated unsatisfactory or in need of improvement, specific instructions for improvement shall be given to the employee. Employees shall receive notification of non-renewals sixty (60) calendar days in advance of the effective date, if possible.

ARTICLE XXI

HEALTH AND SAFETY

21.01 It is the responsibility of the Administration to provide safe working conditions. The employer will provide safety clothing and equipment; and will establish safety rules and safe working methods in accordance with O.S.H.A. rules as prescribed in H.B. 308. These rules and methods shall be distributed to all employees. The Administration must attempt to correct unsafe conditions. It is the duty of all employees to follow safety rules and safe working methods, and the Employer and employees agree to abide by all O.S.H.A. requirements with respect to the reporting of unsafe working conditions. Any employee who fails to comply with the above, shall be subject to progressive discipline, as provided in this Agreement.

21.02 The Rootstown Local School District shall comply with all health and safety regulations in accordance with O.S.H.A. as prescribed in H.B. 308.

21.03 The use of tobacco by classified staff is addressed in Board Policy #4215.

ARTICLE XXII

CUSTODIAL OR MAINTENANCE

22.01 The maintenance person shall have his/her boiler license paid for by the Board. The maintenance person shall, as a condition of continued employment, maintain such license so as to be valid.

22.02 Any Employee in the Custodial or Maintenance classifications, who is required by the Board to obtain a boiler license, shall be reimbursed for the cost of the classes required to initially obtain a boiler license, provided he/she is still employed by the Rootstown Local Schools twelve (12) months after receiving the boiler license. Payment shall be made by separate check after twelve (12) month period and proof of the costs.

Custodian and Maintenance overtime lists shall be maintained separately.

22.03 Any mechanic or maintenance worker who has a personal tool that is rendered useless while using that tool in the performance of his/her job duties shall submit a request to the supervisor for a replacement tool. The request will be accompanied by the broken or damaged tool. The supervisor shall either approve or deny the request.

If the request is approved, the supervisor shall either (1) purchase the replacement tool as soon as practical for the employee, (2) authorize the employee to purchase the replacement and authorize a reimbursement by the Treasurer for the cost, or (3) make other arrangements for the replacement.

If the request is denied, the supervisor shall state the reason for the denial. The employee may, within 10 working days after receipt of the denial and the reason(s) for the denial, ask the Superintendent to review the denial.

Requests for tool replacement shall not be unreasonably denied, subject to Articles 10 and 11. The cost of replacement or reimbursement for any employee shall not exceed \$300.00 per school year.

22.04 An informational meeting shall be held on the first day of summer work regarding activities, projects, and maintenance for the summer. Two (2) meetings will be held for custodial and maintenance employees during the school year.

22.05 A maintenance employee shall be on school grounds for one-half of the second shift, unless a substitute is not available.

ARTICLE XXIII

ECONOMIC TERMS

23.01 Longevity Pay.

Longevity payments after ten (10) years service shall be paid in a lump sum by June 30th of each school year at the following rate:

12 month employee	-	\$600.00
10 month employee	-	\$525.00
9 month employee	-	\$500.00

23.02 Shift Differential Pay.

Shift differential pay for maintenance and custodial employees shall be an additional forty cents (\$.40) per hour for all hours worked on any shift that is scheduled to run past 6:00 p.m.

23.03 Health Care.

In addition to the following, the eligibility of an employee for health care insurance coverage shall also be subject of the health care insurance plan eligibility requirements of the Portage County Consortium.

Exhibit A is a summary of benefits and is subject to modification through the Portage County Health Care Consortium. If such modification occurs, each bargaining unit covered and the Union President shall be notified of the nature of the modification and the effective date of the modification when the Board is notified of the modification.

The Board shall pay 90% of the premium for single or family plan (not to exceed \$125 per month for the employee) attached hereto as Exhibit A as selected by the twelve (12) month employees:

- a. Dental (Single or Family plan).
- b. Hospitalization/Major Medical.
- c. Optical Coverage – Board to pay 90% of premium. .

Ten (10) month employees may receive the two (2) Health Care benefits listed below.

Employees who are on a nine (9) month contract, and who work twenty (20) hours or more per week may choose one of the following options

- a. Dental (Single or Family plan) with the Board paying 90% of the premium for the single plan or the family plan.
- b. Single Hosp./Major Medical options (with the Board paying 90% of the premium) or 50% payment of Family Hospitalization/Major Medical.

All eligible employees shall receive Board-paid Term Life Insurance of \$20,000.00. Subject to actuarial terms of the Portage Area Schools Consortium.

If both husband and wife are employed by the Rootstown Board of Education, either the husband or wife, but not both, may choose to be covered as an employee and include his or her spouse as a dependant along with any eligible dependant children.

23.04 Wages.

A. Wages will be increased 1% effective July 1, 2012.

Wages will be increased 1% effective July 1, 2013.

Wages will be increased 1% effective July 1, 2014.

Field trip rate shall be: \$12.27

In the event that the Teachers receive more compensation than that was received by the classified staff of OAPSE Local #569, then the members of OAPSE Local #569 will receive the same. If the Teachers receive a percentage raise, and that percentage raise applied to the classified staff's salary schedule, would raise their base rate beyond their current increase, the members of OAPSE Local #569 will receive that increase.

B. The Board agrees to follow Section 3319.082 of the Ohio Revised Code (Uniform Salary Reduction Act).

- C. Upon agreement of the parties, wage scales shall be incorporated into this Agreement.
- D. A supplemental contract of \$500.00 on an annual basis shall be granted for the Substitute Aide caller.
- E. A “certified substitute teacher caller” shall be given an annual supplemental contract in the amount of \$1,800.00.
- F. It is expected that a bargaining unit employee shall assist in the training of substitute employees. In order to provide this assistance for substitute custodians, the Supervisor will provide training by having substitutes shadow unit member employees.
- G. All bargaining unit employees shall have, and use, time cards to verify hours of work.
- H. All bargaining unit members will receive their net pay in 26 equal pays by means of direct deposit. Notification will be given only via email.

ARTICLE XXIV

PROBATIONARY PERIOD

24.01 New Hires

- A. All newly-hired employees shall initially be employed for a probationary period of sixty (60) work days during which time the employee’s performance will be assessed and employment with the Board may be dismissed at the end of the probationary period. Such a dismissal or any discipline during this probationary period shall not be subject to the Grievance or Arbitration Procedure. Newly-hired employees shall have no seniority during the probationary period, seniority shall start from the date their probation is completed.
- B. Upon completion of the probationary period, a newly-hired employee will be issued a limited contract with duration of up to one year, including the probationary period. If the probationary period crosses July 1 of the first year the employee shall receive a two (2) year contract. If the Board renews the employment contract, a limited contract for two (2) years will be issued. Thereafter, if the Board renews the employment contract, the employee will receive a continuing contract of employment.

24.02 Transfers

- A. Employees who transfer to another position shall serve five (5) days shadow training during which time the employee's performance will be assessed.
- B. If an employee's performance is assessed as unacceptable during the probationary period, he/she shall be notified of that assessment, returned to his/her previous position and given the reason for the return. If the employee's transfer is the result of a bid, the employee shall have a right to return to previous position within thirty (30) days if the position is in a new classification but five (5) if the position is within the current classification. The employee may challenge his/her return through Step 3 of the grievance procedure but shall not advance the matter to Arbitration except where the Employee/Union alleges arbitrary/capricious removal. During the pendency of any such challenge, the employee will remain in his/her position until the Step 3 disposition.

ARTICLE XXV MANAGEMENT RIGHTS

The parties recognize that the Board, as a public employer reserves and retains all management rights stated in the Section 4117.08, Ohio Revised Code, to the extent that those rights are not specifically limited by any provision in the collective bargaining agreement.

ARTICLE XXVI RIGHTS OF THE ASSOCIATION

26.01 Following are those rights which may be exercised by the Association.

Use of School Mail. The Association or any committee thereof shall be authorized to use the school mail, copier, and paper.

Building Usage. OAPSE Chapter 569 shall be permitted to use buildings of the Rootstown Local School District for Chapter Meetings, and Committee meetings.

Attendance at Association Meetings. Employees shall be granted time off to attend Union meetings once per month should such a meeting fall within the employee's regular work shift. Time spent at such meeting shall be made up immediately following the meeting.

ARTICLE XXVII NO-STRIKE

27.01 The Union does hereby affirm and agree that it will not either directly or indirectly call, any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

27.02 In addition, the Union shall actively discourage and attempt to prevent any violation of this article. The Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and shall order all employees to return to work immediately.

27.03 The Employer agrees, for the term of this Agreement, that it will not lock-out any employee.

ARTICLE XXVIII NONDISCRIMINATION

28.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, handicap, or politics.

28.02 The Employer and the Union expressly agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to membership and nonmembership.

ARTICLE XXIX CONFORMITY TO LAW

29.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of this surviving provisions.

29.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

29.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE XXX GENDER AND PLURAL

30.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXXI SUBSTANCE TESTING AND ASSISTANCE

31.01 The provisions of this Article are intended to comply with the Omnibus Transportation Employees Testing Act of 1991 (the Act) and relevant Department of Transportation regulations. The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the workplace. The parties further recognize that the abuse of alcohol and controlled substances is a treatable illness and the Employer will make reasonable efforts to provide assistance to employees in need of help. An employee assistance program will be made available to employees with personal problems, including those associated with alcohol or controlled substances use. The Employer and the Union will aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary.

31.02 Provisions.

For those employees covered by DOT regulations:

- a. Safety-sensitive employees as defined in the applicable Department of Transportation regulations are subject to random, pre-employment, post-accident, reasonable suspicion, return-to-duty, and

follow-up testing. Employee's identification numbers shall be used instead of social security numbers when selecting for random pool.

- b. Only an employee's direct supervisor, building principal, or school nurse may order a test under reasonable suspicion. Any one with the authority to authorize such testing must have a minimum of three (3) hours of training to recognize the signs of alcohol and controlled substance abuse.
- c. Anonymous tips may not be used as a basis for reasonable suspicion.
- d. A written record of the observations leading to an alcohol reasonable suspicion test may be made and signed by the person who made the observations.

31.03 For employees NOT covered by DOT regulations:

- a. Alcohol and controlled substance testing will be conducted under the following conditions: pre-employment, return-to-duty, and follow-up testing, and situations where there is reasonable suspicion. Tests will be conducted following an accident, injury, or if there is reasonable suspicion to believe that an employee is under the influence of alcohol or a controlled substance. The behavior giving rise to reasonable suspicion must be a recognized symptom of impairment or alcohol or controlled substance use; and is not reasonably explained as the result of other causes, such as fatigue, lack of sleep, or exposure to toxic fumes.
- b. An employee will be notified, by a Supervisor, of the intent to test the employee for the presence of alcohol and/or a controlled substance. The Supervisor will arrange for the employee to be transported to the testing facility. If an employee refuses to take the alcohol and controlled substance test, he shall be immediately terminated.

31.04 For all employees:

- a. All controlled substances tests shall be conducted in accordance with federal testing guidelines and be performed by a laboratory that is federally certified to conduct urinalysis for purposes of drug testing.

- b. An employee shall not be required or asked to provide any information about prescriptions or over-the-counter medications prior to testing or on the chain of custody form. If any testing is confirmed positive, the Medical Review Officer (MRO) must provide the employee with the opportunity to discuss the test result before providing results to the employer.
- c. Evidential breath testing (EBT) approved by the National Highway Traffic Safety Administration (NHTSA) may be used for alcohol testing. Only testing as provided in the Act shall be permitted.
- d. All time spent being administered an alcohol or controlled substances test, including travel time, will be paid at the employees' regular rate of pay, or at their overtime rate, if applicable, unless the employee is cited for operating a school bus under the influence of alcohol or controlled substance. The Supervisor shall provide transportation to and from the test site for reasonable suspicion tests. For random tests, the employee will be responsible for his/her transportation to the testing site and the Board will pay mileage at the Board approved rate upon submission of a mileage request. Any employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable, and must report to the bus garage for non-driving duties. The employer shall pay all costs associated with the administration of alcohol and controlled substances tests. This includes testing of the "split specimen" at a federally certified laboratory if there is a positive result from the initial tests. Any subsequent tests will be at the expense of the party requesting it.

31.05 Confidentiality

Records concerning an employee's treatment for alcoholism, drug or stress-related problems shall remain strictly confidential and shall remain in a medical file separate from other personal material or personnel files.

31.06 Continuation of Pay

Employees being rehabilitated will have access to their accumulated, unused vacation, sick and personal leaves while in the program. Employees participating will use their accumulated vacation time and sick days.

Discipline resulting from a violation of the alcohol and controlled policies shall be progressive and subject to the grievance and arbitration procedure.

31.07 The employer shall make all reasonable efforts to afford employees the right to Union representation whenever an employee is directed to submit to an alcohol or controlled substances test. All issues relating to implementation of the DOT alcohol and controlled substances testing regulations for employees covered by these regulations, as well as testing of employees not subject to DOT regulations, are subject to the grievance and arbitration procedures in the collective bargaining agreement. Where an employee's grievance is sustained, the employee shall be made whole, including back pay and fringe benefits, restoration of seniority, return to the employee's original position, and have all adverse references related to alcohol and controlled substances use or testing removed from the employee's records.

ARTICLE XXXII TOTAL AGREEMENT AND DURATION OF AGREEMENT

32.01 Complete Agreement

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. This Agreement represents a completion of negotiations on all bargainable issues for the duration of the agreement and nothing during such term shall be negotiable.

32.02 Duration of Agreement

This Agreement between the Board and the Association Chapter 569 shall be in effect from July 1, 2012 through June 30, 2015 at which time it shall expire. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them.

Except as otherwise specifically provided in the written provision of this Agreement, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law. All prior negotiated Agreements not contained herein, and all prior practices, rules, and regulations not contained herein shall not be binding upon the parties of this Agreement.

Signed this _____ day of _____, 2012

FOR THE UNION:

FOR THE BOARD:

CONTRACT CERTIFICATION

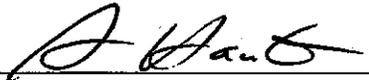
(Section 5705.412 O.R.C.)

It is hereby certified with respect to the contract, agreement, obligation, payment, wage or salary schedule, or order for the expenditure of funds attached hereto that the Rootstown Local School District has in effect for the term of the attached collective bargaining agreement the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide the operating revenues necessary to enable the district to operate an adequate educational program on all the days set forth in its adopted school calendar for the term of the attached collective bargaining agreement.

Rootstown Local School District
Board of Education

Dated June 25, 2012


Treasurer


Superintendent of Schools


President of the Board of Education

Signed this 25th day of June, 2012

FOR THE UNION:

Bill Padisak

Gene Heitzemater

Kris Bunch

Pam Cornell

FOR THE BOARD:

Tom Hulme

J J

Connie Baldwin

J J

CONTRACT CERTIFICATION

(Section 5705.412 O.R.C.)

It is hereby certified with respect to the contract, agreement, obligation, payment, wage or salary schedule, or order for the expenditure of funds attached hereto that the Rootstown Local School District has in effect for the term of the attached collective bargaining agreement the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide the operating revenues necessary to enable the district to operate an adequate educational program on all the days set forth in its adopted school calendar for the term of the attached collective bargaining agreement.

Rootstown Local School District
Board of Education

Dated _____, 2012

Treasurer

Superintendent of Schools

President of the Board of Education

Salary Schedule for 2012-13 Classified Employees

Experience	Cafeteria Workers	Experience	Non Educational Aides & Monitors
0	\$10.02	0	\$10.02
1	\$10.36	1	\$10.36
2	\$10.78	2	\$10.78
3	\$11.14	3	\$11.14
4	\$11.45	4	\$11.45
5	\$11.80	5	\$11.80
6	\$12.11	6	\$12.11
7	\$12.47	7	\$12.47
Experience	Assistant Head Cook	Experience	Custodians General Custodian
0	\$10.49	0	\$12.27
1	\$10.84	1	\$13.05
2	\$11.21	2	\$13.71
3	\$11.55	3	\$14.40
4	\$11.90	4	\$15.12
5	\$12.24	5	\$15.88
6	\$12.55	6	\$16.56
7	\$13.03	7	\$17.27
Experience	Head Cook	Experience	Head Custodian
0	\$10.92	0	\$13.14
1	\$11.23	1	\$13.94
2	\$11.64	2	\$14.58
3	\$11.98	3	\$15.27
4	\$12.34	4	\$16.01
5	\$12.70	5	\$16.65
6	\$13.01	6	\$17.23
7	\$13.34	7	\$18.17

Experience	Educational Aides	Experience	Maintenance
0	\$10.02	0	\$13.14
1	\$10.36	1	\$13.94
2	\$10.78	2	\$14.58
3	\$11.14	3	\$15.27
4	\$11.45	4	\$16.01
5	\$11.80	5	\$16.65
6	\$12.11	6	\$17.23
7	\$12.47	7	\$18.17
Experience	Secretaries / Clerical	Experience	Bus Drivers
0	\$11.55	0	\$14.26
1	\$11.96	1	\$14.75
2	\$12.42	2	\$15.23
3	\$12.92	3	\$15.70
4	\$13.33	4	\$16.24
5	\$13.80	5	\$16.82
6	\$14.24	6	\$17.30
7	\$14.70	7	\$17.89
Experience	Asst. Mechanic	Experience	Mechanic in Charge
0	\$15.23	0	\$17.24
1	\$15.70	1	\$17.78
2	\$16.24	2	\$18.36
3	\$16.82	3	\$18.91
4	\$17.30	4	\$19.42
5	\$17.89	5	\$19.95
6	\$18.38	6	\$20.43
7	\$18.94	7	\$20.98

Salary Schedule for 2013-14 Classified Employees

	Cafeteria Workers		Non Educational Aides & Monitors
Experience		Experience	
0	\$10.12	0	\$10.12
1	\$10.46	1	\$10.46
2	\$10.89	2	\$10.89
3	\$11.25	3	\$11.25
4	\$11.56	4	\$11.56
5	\$11.92	5	\$11.92
6	\$12.23	6	\$12.23
7	\$12.59	7	\$12.59
	Assistant Head Cook		Custodians General Custodian
Experience		Experience	
0	\$10.59	0	\$12.39
1	\$10.95	1	\$13.18
2	\$11.32	2	\$13.85
3	\$11.67	3	\$14.54
4	\$12.02	4	\$15.27
5	\$12.36	5	\$16.04
6	\$12.68	6	\$16.73
7	\$13.16	7	\$17.44
	Head Cook		Head Custodian
Experience		Experience	
0	\$11.03	0	\$13.27
1	\$11.34	1	\$14.08
2	\$11.76	2	\$14.73
3	\$12.10	3	\$15.42
4	\$12.46	4	\$16.17
5	\$12.83	5	\$16.82
6	\$13.14	6	\$17.40
7	\$13.47	7	\$18.35

Experience	Educational Aides	Experience	Maintenance
0	\$10.12	0	\$13.27
1	\$10.46	1	\$14.08
2	\$10.89	2	\$14.73
3	\$11.25	3	\$15.42
4	\$11.56	4	\$16.17
5	\$11.92	5	\$16.82
6	\$12.23	6	\$17.40
7	\$12.59	7	\$18.35
Experience	Secretaries / Clerical	Experience	Bus Drivers
0	\$11.67	0	\$14.40
1	\$12.08	1	\$14.90
2	\$12.54	2	\$15.38
3	\$13.05	3	\$15.86
4	\$13.46	4	\$16.40
5	\$13.94	5	\$16.99
6	\$14.38	6	\$17.47
7	\$14.84	7	\$18.07
Experience	Asst. Mechanic	Experience	Mechanic in Charge
0	\$15.38	0	\$17.41
1	\$15.86	1	\$17.96
2	\$16.40	2	\$18.54
3	\$16.99	3	\$19.10
4	\$17.47	4	\$19.61
5	\$18.07	5	\$20.15
6	\$18.56	6	\$20.63
7	\$19.13	7	\$21.19

Salary Schedule for 2014-15 Classified Employees

Experience	Cafeteria Workers	Experience	Non Educational Aides & Monitors
0	\$10.22	0	\$10.22
1	\$10.56	1	\$10.56
2	\$11.00	2	\$11.00
3	\$11.36	3	\$11.36
4	\$11.68	4	\$11.68
5	\$12.04	5	\$12.04
6	\$12.35	6	\$12.35
7	\$12.72	7	\$12.72
Experience	Assistant Head Cook	Experience	Custodians General Custodian
0	\$10.70	0	\$12.51
1	\$11.06	1	\$13.31
2	\$11.43	2	\$13.99
3	\$11.79	3	\$14.69
4	\$12.14	4	\$15.42
5	\$12.48	5	\$16.20
6	\$12.81	6	\$16.90
7	\$13.29	7	\$17.61
Experience	Head Cook	Experience	Head Custodian
0	\$11.14	0	\$13.40
1	\$11.45	1	\$14.22
2	\$11.88	2	\$14.88
3	\$12.22	3	\$15.57
4	\$12.58	4	\$16.33
5	\$12.96	5	\$16.99
6	\$13.27	6	\$17.57
7	\$13.60	7	\$18.53

Experience	Educational Aides	Experience	Maintenance
0	\$10.22	0	\$13.40
1	\$10.56	1	\$14.22
2	\$11.00	2	\$14.88
3	\$11.36	3	\$15.57
4	\$11.68	4	\$16.33
5	\$12.04	5	\$16.99
6	\$12.35	6	\$17.57
7	\$12.72	7	\$18.53
Experience	Secretaries / Clerical	Experience	Bus Drivers
0	\$11.79	0	\$14.54
1	\$12.20	1	\$15.05
2	\$12.67	2	\$15.53
3	\$13.18	3	\$16.02
4	\$13.59	4	\$16.56
5	\$14.08	5	\$17.16
6	\$14.52	6	\$17.64
7	\$14.99	7	\$18.25
Experience	Asst. Mechanic	Experience	Mechanic in Charge
0	\$15.53	0	\$17.58
1	\$16.02	1	\$18.14
2	\$16.56	2	\$18.73
3	\$17.16	3	\$19.29
4	\$17.64	4	\$19.81
5	\$18.25	5	\$20.35
6	\$18.75	6	\$20.84
7	\$19.32	7	\$21.40

ROOTSTOWN LOCAL SCHOOLS

GRIEVANCE FORM

After employee has presented the problem verbally to his immediate supervisor, and has not been able to resolve same; the first section of this form should be completed and presented to his/her supervisor or principal, and one copy to his/her representative.

NAME

DATE

SECTION I

A. State nature of grievance briefly. (Attach page if necessary.)

B. State nature of requested solution. (Attach page if necessary.)

TO BE COMPLETED BY PRINCIPAL OR SUPERVISOR

Date Received _____

Date Answered _____

List briefly your answer (attach page if necessary).

ROOTSTOWN LOCAL SCHOOL DISTRICT
SICK LEAVE REQUEST

NAME _____

POSITION _____

I was/will be absent from work on the following:

Date(s) _____ (All Day)
_____ (a.m. only)
_____ (p.m. only) Total Days Missed _____

Reason: _____ a. Personal illness/injury

_____ b. Illness/injury to immediate family

_____ Name _____ Relationship

_____ c. Death & burial of immediate family _____ Relationship

_____ d. Exposure to Contagious Disease

Employee Signature Date

Supervisor Signature Date

Superintendent Signature Date

ROOTSTOWN LOCAL SCHOOL DISTRICT
Vacation Leave Request

NAME _____

POSITION _____

I request permission for the following vacation leave:

Date(s) _____ (All Day)

_____ (a.m. only)

_____ (p.m. only)

Total Days Requested _____

Approved: _____
Employee Signature _____ Date _____

Denied: _____
Supervisor Signature _____ Date _____

Superintendent Signature _____ Date _____

ROOTSTOWN LOCAL SCHOOL DISTRICT
Personal Leave Request

NAME _____

POSITION _____

I request to be absent from work on the following:

Date(s) _____ (All Day)

_____ (a.m. only)

_____ (p.m. only)

Total days missed _____

Approved: _____
Employee Signature _____ Date _____

Denied: _____
Supervisor Signature _____ Date _____

Pay Dock: _____
Superintendent Signature _____ Date _____

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. **PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.**

If, after reading your rights and discussing the matter with your Union representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Employer.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Employer within five (5) working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) working days of receipt of the proposed discipline with your Employer.
3. If you file your objections, the Employer will schedule a formal meeting within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Employer will report his/her decision within five (5) working days following the close of the hearing.
5. You will have fifteen (15) working days after receipt of the Employer's decision in which to appeal the decision pursuant to the Grievance Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be shared equally by the parties.

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

This form must be returned within five (5) working days to this Employer.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING

REASONS: _____

(If more space is needed, attach extra sheets of paper)

Signature: _____ Date: _____

Approved: Date: _____

Employer Signature: _____

NOTICE OF DISCIPLINARY ACTION

TO: _____

FROM: _____

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Employer proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action.

Employer Signature

Date

Employee Signature

Date

STEP 2 SUMMARY

To the Employee and Employer

Please complete this form showing the disposition of the proposed discipline following your informal meeting. One copy should be retained by the Employer and one by the Employee and his/her representative, if any.

DISCIPLINARY MATTER SETTLED:

Discipline to be imposed: _____

Effective (Date): _____

Employee Signature

Date

Employer Signature

Date

DISCIPLINARY MATTER NOT SETTLED:

I hereby request a formal grievance be filed at Step _____ of the Grievance Procedure.

Employee Signature

Date