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MASTER AGREEMENT

between the

UNITED LOCAL BOARD OF EDUCATION

and

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
AFSCME/AFL-CIO/CHAPTER #219

August 1, 2012 through July 31, 2015

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ARTICLE I — SCOPE OF AGREEMENT

Section 1: Purpose

A. The parties do understand that the Board is charged by law with the duty and responsibility of operating a public school system within their district and in carrying out those duties and responsibilities in employing members as employees in its operation. The terms and conditions of employment of the Members as employees are matters of mutual concern to the Board and the Union.

B. It is the intent and purpose of this Agreement to assure sound and mutually beneficial economic relations between the parties hereto; to attempt to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstanding or grievance and to set forth, in Article form, agreements between the two (2) parties covering wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining Agreement.

Section 2: Recognition

A. The United Local Board of Education recognizes the Ohio Association of Public School Employees, AFSCME/AFL-CIO, Chapter #219, as the sole and exclusive bargaining agent for all regular full-time and short-hour classified employees under contract in the School District. The bargaining unit shall include maintenance, custodial, cafeteria, transportation, and secretarial personnel.

B. Positions excluded from the bargaining unit include the District's Treasurer, Transportation Supervisor, Cafeteria Supervisor, Custodial Supervisor, Superintendent's Secretary, Assistant Treasurer, substitute employees, and all certificated employees of the District. The Transportation/Mechanic Supervisor position shall be excluded from the bargaining unit for as long as the positions are combined. If the positions are separated by the Board of Education, the mechanic position shall be returned to the bargaining unit.

C. All regular full-time and short-hour classified employees shall have the right to join, participate in and assist the Union. Membership shall not be a prerequisite for employment or continuation of employment of any employee.

Section 3: Existing Rules or Policies Under This Agreement

All existing Board policies, instructions or handbooks shall in no way limit the rights granted to employees in this Agreement. Any portion of an existing document inconsistent with the provisions of this Agreement shall be modified, deleted or corrected to adhere to this Agreement.

Section 4: Discrimination and Coercion

There shall be no discrimination or intimidation by the Board or the Union against any employee as a result of or because of such employee's race, color, creed, sex, national origin, membership or non-membership in the Union.

Section 5: Rights of the Board of Education

The Board hereby retains all rights, powers, and authority vested, exercised or had by it prior to the date of this Agreement except as specifically limited by this Agreement. The Board in the exercise of these rights, powers, authorities, duties, and responsibilities shall be consistent with constitutional provisions and with terms of this Agreement. The District shall have the right to make and enforce rules and regulations not inconsistent with the provisions of this Agreement. The choice, control, and direction of the supervisory staff is vested exclusively in the Board and Administration.

Section 6: Rights of the Union

A. The Superintendent shall authorize up to nine (9) days (three (3) each for voting delegates) of employee absence per school year to classified staff for attendance as a delegate or official representative to the OAPSE annual meeting. This will be at no expense to the Board other than the daily wage of the employee. The Union president shall notify the Superintendent at least two (2) weeks in advance of the individuals who have been selected to attend the meeting. The number of release days will be no more than the number of conference days.

B. The Union shall be permitted to use one bulletin board in each school building and the bus garage to post notices of Union activities. In addition, the Union shall be permitted use of classified mailboxes for distribution of notices to all employees covered by this Agreement.

C. In an effort to solve problems as they relate to employees of the United Local School District, the Superintendent agrees to establish an advisory committee including, but not limited to, representatives of both OAPSE and the administration/supervisory staff. Its main function shall be to confer on all matters of mutual concern, to keep all employees informed of changes and developments caused by conditions other than those covered by this Agreement; to confer over potential problems in an effort to keep such matters from becoming major in scope. OAPSE #219 representatives shall include one from each of the four (4) classifications, plus the president. The OAPSE Field Representative may attend these meetings upon request of the local OAPSE chapter. Notes may be taken for informational purposes and distributed to the members of the committee. Business of this committee shall be informational and advisory only.

D. Any party of this Agreement can request, through their Union representative, a meeting of the Superintendent's Advisory Committee. Arrangements are to be made in advance

and an agenda shall be submitted with the request. The refusal of OAPSE to meet at any meeting called by the Administration within five (5) working days of the call, shall constitute a waiver by OAPSE of the right to confer over matters for which the meeting was called.

Section 7: Rights of the Individual

A. All classified employees shall be evaluated on the basis of their performance. Classified employees will be evaluated at least once per year by their supervisor or designee. Bus drivers will be evaluated using the appraisal instrument in Appendix E. Custodial and maintenance employees will be evaluated using the appraisal instrument in Appendix F. Secretarial employees will be evaluated using the appraisal instrument in Appendix G. Cafeteria employees will be evaluated using the appraisal instrument in Appendix H.

Said employees shall have the opportunity to review any and all evaluations regarding their work. The employee shall acknowledge that he/she has read the evaluation by his/her signature on the copy to be placed in their personnel files. Such signature on the evaluation shall not indicate agreement or disagreement with the evaluation. A copy of the evaluation shall be given to the employee. The employee shall have the opportunity to reply to his/her evaluation in a written statement to be attached to the filed copy.

B. Employees shall have the opportunity to read material which may be considered derogatory to the employee's conduct, service, character or personality before it is dated and placed in their personnel file. The employee shall acknowledge he/she has read the material by signing the copy to be filed. Their signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the employee. A copy of the material shall be given to the employee.

C. The employee shall have the opportunity to reply to such derogatory material in a written statement to be attached to the filed copy. Employees shall be informed of any complaint by a parent and/or student which is directed toward that employee and which may become a matter of record. After a period of two (2) years, the Superintendent may, upon request of the employee, review derogatory material in the employee's personnel file, removing such derogatory material if deemed warranted by the Superintendent.

D. Upon request, the Superintendent shall review the personnel file of an employee to consider removal of material which is no longer timely, relevant, or complete.

E. Anonymous letters or materials shall not be placed in an employee's personnel file, nor shall they be made a matter of record.

F. Each employee shall have the right to review, in the presence of an administrator, the contents of their own personnel file. Letters of reference or other previously agreed upon confidential material shall not be viewed by the employee.

G. Classified employees may attend, with prior approval of their respective supervisors, regularly scheduled monthly OAPSE meetings which may occur during the employee's regular work shift, providing the time lost is made up by the employee according to a schedule approved by the employee's supervisor.

Section 8: Negotiations

A. Negotiations under this agreement may be initiated by either party upon written notice to the other party at any time after ninety (90) days prior to the expiration of the Agreement. Bargaining shall be limited to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this collective bargaining Agreement.

B. The Board's and Union's negotiating teams shall be limited to five (5) members each plus the OAPSE field representative and/or an outside representative of the Board, with one member being designated as spokesperson and the others as consultants.

C. The ground rules for negotiations shall include the following:

1. All proposals shall be typed and related by article, section, and paragraph to the existing Agreement.

2. All proposals shall be submitted at the first negotiations meeting. No proposals may be submitted after that date unless mutually agreed upon.

3. Either party may call for a caucus at any time. Caucus time shall not exceed thirty (30) minutes, unless mutually agreed otherwise.

4. Negotiations meetings shall not exceed two (2) hours in length, unless extended by mutual agreement. The time, place, and date of the next meeting shall be agreed upon prior to adjournment.

5. Good faith requires the Board and the Union to be willing to react to each other's proposals. Nothing in this Agreement, however, shall compel either party to agree to a proposal or to make a concession.

6. No tape recorders or mechanical devices shall be used to record any negotiations sessions.

D. As negotiated items are agreed upon, they shall be reduced to writing and initialed at the time of agreement. Such initials indicate tentative agreement of the negotiators, and are subject to final ratification of the entire agreement by the members of the Board and Union. Once initialed, an item shall be removed from bargaining and/or mediation.

E. When final tentative agreement is reached through negotiations, the Union will vote to accept or reject. Following a vote to accept the final tentative agreement, the Board will

vote. Once the final tentative agreement is approved, the Agreement shall be reduced to writing and prepared by the Board. Both parties shall review the Agreement together to determine the accuracy of the document. Said Agreement shall be signed by the Board's and Union's representatives following ratification.

F. In the event that agreement has not been reached after full consideration of proposals and counterproposals, either party may declare a negotiations impasse. If impasse is declared, those items not tentatively agreed to will be submitted to mediation. The Federal Mediation and Conciliation Service (FMCS) shall be contacted jointly by both parties to supply a mediator. All recommendations of the mediator shall be advisory in nature, and not binding on either party. The parties intend that the alternate dispute resolution procedure contained in this Agreement shall supersede and prevail over that set forth in O.R.C. §4117.14. However, the Union retains its rights under O.R.C. §4117.14(d)(2) of the O.R.C.

G. Within sixty (60) days after negotiations is concluded and the new Agreement signed, the Board shall print or duplicate and provide, without charge, a copy of said Agreement to every classified employee. An additional twenty (20) copies will be available to the OAPSE president, if needed during the term of the Agreement.

Section 9: Previous Negotiations

All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties of this Agreement.

Section 10: No Strike

During the term of the Agreement, the Union agrees that it will not call or sanction a strike, and the Board agrees that it will not lock out members of the bargaining unit.

Section 11: Legal Aspects of the Agreement

If any provision of this Agreement, or the application of any provision shall be rendered or declared invalid, unlawful, or not enforceable by court action or by reasons of any subsequent enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.

Section 12: Representation Service Fee

A. All members of the bargaining unit who are not members of the Union and its local Chapter #219 shall pay to the Union a representation service fee as a condition of their continued employment with the United Local School District. Such representation

service fee shall not exceed dues paid by members of the Union and its local Chapter #219.

B. The Union shall notify the Board's Treasurer of the representation service fee amount and of any changes in the amount of dues deductions, and shall annually provide to each non-member employee a notice of the amount of the fee, an adequate explanation as to how the fee was determined, a statement that the employee may file an objection as to the amount, and an explanation as to the procedure which the employee must follow to challenge the amount of the fee under the Union's internal rebate policy. The representation service fee shall be deducted through payroll deduction, in the same manner as dues deductions, and forwarded to the Union with notices of names and amounts as provided in this Agreement, except that written authorization for representation service fee deduction is not required.

C. A non-member employee who objects to the amount of the representation service fee as determined by the Union may file a written objection to the use of any portion of this representation service fee for political or ideological purposes with the Union to the Executive Director within fifteen (15) days after the first deduction. The rebate, if any, to a non-member who desires to challenge the rebate determination made by OAPSE will not be made until final resolution of the challenge by the State Employment Relations Board determination.

D. Any non-member who desires to object to the expenditure of a portion of a representation service fee for partisan politics or ideological causes and to also challenge the determination of such amount by OAPSE may do so by filing an objection with OAPSE in the same manner as set forth in this Section and indicating on the objection that the person will be challenging such determination. Challenges to the determination must be filed by the non-member with the State Employment Relations Board (SERB) in accordance with O.R.C. §4117.09. In the event the non-member files a challenge with the State Employment Relations Board, OAPSE will, if requested by the non-member, request an expedited ruling from SERB.

E. Pending completion of the challenge process, one hundred percent (100%) of the representation service fee being deducted for the non-member challenger shall be placed by OAPSE into an interest-bearing escrow account established by OAPSE. The escrowed funds will be distributed to OAPSE and the challenger only after the decision of the State Employment Relations Board or the last court to hear the matter.

F. If a waiver of the representation service fee is filed with the State Employment Relations Board under O.R.C. §4117.09(c) for religious objections and it is granted, in lieu of payment such employee shall pay through payroll deduction an amount of money equal to such representation service fee to a non-religious charitable fund exempt taxation under Section 501(C)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Failure to pay under this religious exemption pending a hearing on the matter shall cause the employee to forfeit continued employment with the School District.

G. If the Board of Education is named as a party defendant, or otherwise required to participate in any lawsuit or other proceedings as a result of this Article (Representation Service Fee) and Section of this Agreement, the Union agrees to indemnify and hold the Board of Education, its agents and representatives harmless from any judgments, awards, costs and expenses, including reasonable attorney fees. The Board of Education agrees to accept Union counsel as co-counsel for the defense of claims arising from this section. However, this provision shall not prevent the Board of Education from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the Union agrees that counsel it designates to represent the Board of Education shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Union impose such representation upon the Board of Education as will create or foster a conflict of interest.

H. The representative service fee provided in this Agreement shall become effective on September 1, 1989.

ARTICLE II — OTHER GENERAL AGREEMENT PROVISIONS

Section 1: General Policies – Working Conditions

A. Each employee shall be provided with the necessary supplies and equipment, of good quality, in order to carry out his/her work assignment. These "necessary supplies and equipment of good quality" will be determined cooperatively by the Superintendent and respective supervisor. A recommendation for approval of the supplies and equipment will then be forwarded to the Board.

B. Employees will be granted relief periods during their workday.

C. Classified employees will not be required to search for explosives.

D. Custodial employees shall wear uniforms provided and paid for by the Board. A custodial employee will be reimbursed up to Seventy-Five Dollars ($75.00) per year (July 1 – June 30) for the cost of work shoes. A receipt will be required for reimbursement.

E. Secretarial employees will be reimbursed up to Seventy-Five Dollars ($75.00) per year (July 1 – June 30) for the cost of clothes worn to work. A receipt shall be required for reimbursement.

Section 2: Workers' Compensation

All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the cause of or arising out of their employment.

Section 3: Hours of Work

A. Hours of work for all regular full-time or short-hour classified employees will be based on job classification, assignment, and responsibility. Said hours are listed below. Any deviation in the work schedule must be approved in advance by the employee's supervisor. This paragraph does not prohibit the Board from establishing new positions which may be part-time in nature, nor does it prohibit the reduction of hours through the Reduction-in-Force procedure outlined in this Agreement.

1.	Cafeteria Manager	6	hours	180 days
2.	Cook	6	hours	180 days
3.	Night Foreman	8	hours	260 days
4.	Maintenance	8	hours	260 days
5.	Afternoon Custodian	8	hours	260 days
6.	Bus Driver	4-1/2	hours	180 days
7.	Career Center Bus Driver	4-1/2	hours	180 days
8.	Mid-day Career Center Bus Driver	6-1/2	hours	180 days
9.	Mid-Day Preschool Driver	6-1/2	hours	180 days
10.	Mechanic	8	hours	260 days
11.	High School Secretary	7-1/2	hours	255 days
12.	Guidance Secretary	7-1/2	hours	260 days
13.	Elementary Secretary	7-1/2	hours	240 days
14.	Transportation Secretary	up to 3	hours/day	200 days
15.	Helper	8	hours	260 days
16.	Cook	3	hours	180 days
17.	EMIS Coordinator	7-1/2	hours	260 days

Section 4: Overtime

A. The Board shall pay overtime worked at the rate of time and one-half (1-1/2) for all hours worked over eight (8) in any one (1) workday and over forty (40) hours in any one workweek. For the purpose of this paragraph, a workweek shall be defined as any five (5) consecutive days, Sunday through Saturday. All work performed for an outside group on a holiday as set forth in Article VI, Section 7 will be paid at double (2x) time.

B. Overtime will be granted only upon prior approval of the employee's supervisor and shall be defined, for the purpose of this section, as all work associated with normal job responsibilities.

C. When computing hours worked, holidays, sick leave days, professional leave, and other Board-approved leave shall count as a regular workday. A regular workday is defined as hours worked by the employee on a daily basis under his regular employment contract.

D. Overtime will be granted on a seniority rotation basis within the classification. The rotation shall include maintenance personnel. In the event that the Buildings and Grounds Supervisor is unable to get a substitute custodian to come into work, the Maintenance Person and the Grounds Helper will be given the opportunity to work up to four (4) hours of overtime after their regular eight (8) hour shift to perform custodial duties.

E. An employee overtime list shall be prepared by the supervisor including the names of those interested in working overtime. The employee must designate his interest in working overtime at the beginning of each school year.

F. If an employee is eligible to work overtime, and he subsequently turns down an offer of overtime, he or she will not be eligible again until his name reappears in rotation.

G. Exceptions to the seniority rotation system of granting overtime include the following:

1. Department supervisors

2. The maintenance person assigned and trained to complete specific job responsibilities such as checking boilers, plowing snow, completing emergency repairs and/or maintenance, and finishing jobs at the end of a work shift that were started during that work shift.

3. Afternoon and midnight custodians who are assigned to finish jobs at the end of the work shift that were started during that work shift.

H. Each out-of-rotation overtime period shall be logged by the supervisor on the overtime list next to the name of the employee who worked. That employee will not qualify for an activity overtime, as outline in Section 5, until such time as he has an available spot on the overtime list.

Section 5: Use of Buildings by School and Outside Groups

A. The Board shall have a policy statement on use of buildings, facilities, and equipment by school and outside groups. The policy should be reflective of the needs of school and community groups. All work performed for an outside group on a holiday as set forth in Article VI, Section 7 will be paid at double (2x) time.

B. Cooks and custodians employed to work hours in addition to their regular hours for school or outside groups will be paid at their regular rate of pay until their total hours exceed forty (40) in a standard workweek. For hours in excess of forty (40), the employee will be paid at time and one-half his regular rate of pay. A standard workweek shall be defined as any five (5) consecutive workdays, Sunday through Saturday.

C. Cooks and custodians will be granted work for school and outside groups on a seniority basis as coordinated by the respective supervisor. The employee must designate his or her interest in working extended hours at the beginning of each school year.

D. Those employees who turn down an opportunity for additional work shall not be eligible again until his or her name reappears in rotation.

Section 6: Extracurricular and Field Trips

A. A licensed bus driver (Board-approved regular or substitute employee) will be used for extracurricular and/or field trips.

B. Extracurricular and field trips scheduled outside of the drivers' regular driving time will be granted on a seniority rotation basis. The Supervisor of Transportation will post a trip list in the bus garage of those drivers interested in extra trips, and shall indicate the date and time of each trip after their name. The employee must designate his interest in extra trips at the beginning of each school year. A second rotation list will be established for all trips scheduled during the drivers' regular driving time. Except for Saturday or Sunday routes, if a driver accepts an extracurricular field trip and then declines the trip, the trip will be awarded to a substitute. If a driver accepts and then later declines a Saturday or Sunday trip at least forty-eight (48) hours prior to the beginning of the trip, the trip will be reposted and awarded using the seniority trip rotation.

C. All drivers are eligible for extracurricular and field trips provided it is on a full or half-day basis, i.e., they must, at a minimum run their full A.M. (high school and elementary) or full P.M. (high school and elementary) routes. Those drivers who elect to take these full or half-day extra trips will be docked for their full or half-day regular runs, and paid at the approved extra-trip rate.

D. Substitute bus drivers will be employed to take those extra trips which do not qualify as full-day trips, and which must depart while regular drivers are making their assigned runs.

E. A driver who declines a trip because of other regular work or for any reason shall be assigned to the bottom of the rotation list, and shall not be eligible for another trip until his/her name appears again in rotation.

F. Should a driver assigned a trip become ill, or for some other reason not be able to make the trip, the next unassigned driver will be given first option.

G. Trips scheduled for vocational agriculture will not be offered to regular drivers unless specifically requested by the Administration.

H. For trips canceled at the last minute, such as those scheduled when a snow day occurs, the driver assigned to that trip will be eligible for the next unassigned trip.

I. Drivers of extracurricular and field trips shall be paid $11.25 per hour.

J. Drivers assigned to drive extracurricular or field trips, where layover time is involved, must stay at the site of the extracurricular activity or field trip unless the Transportation Supervisor approves additional driving time or lunch break(s).

K. The Administration is not precluded from using rental buses for extracurricular and field trips up to six (6) times per school year. One (1) week notice shall be given to the Union. Failure to give proper notice will result in the bus driver at the top of the rotation list being paid for the trip.

L. These guidelines do not preclude a teacher or other school personnel from taking up to four (4) students to school-related events.

M. Drivers shall be paid time and one-half (1-1/2) for all hours worked over forty (40) in one (1) week.

Section 7: Preschool and Midday Career Center Substituting

A. Preschool and Midday Career Center drivers will be offered, on a seniority basis, the right to substitute on runs. Drivers who elect to substitute will do so on one specific route for the entire year. The Supervisor of Transportation will meet with the drivers individually and according to seniority at the beginning of each year to determine their interest in these runs. The most senior driver will be able to select the route he/she would like, the second most senior driver will select from the remaining two routes, and the third most senior driver will take the remaining route.

B. Drivers who elect to substitute on such runs will be expected to do so when needed. If a conflict arises between an extra-trip and substitute Preschool and Midday Career Center run, the driver will take the Preschool and Midday Career Center run.

C. Prior to substituting on the runs, each driver must ride the route which they have selected at least two times in order to become familiar with the route. This must be done annually. It is mutually agreed that this training is necessary to provide for the safety of students, since the routes are spread out and the students so young.

D. Should the assigned substitute not be available to drive when the regular driver is absent, the Supervisor of Transportation or a substitute assigned by the Supervisor and familiar with the route, shall make the run.

E. Bus drivers will be paid at their regular rate of pay for the substitute runs. This section in no way affects the contract status of the three drivers currently under contract to drive Preschool and Midday Career Center runs on a daily basis, nor does it have any effect on the way in which regular routes are assigned, should a vacancy exist.

Section 8: Compensatory Time

A. The Superintendent may grant compensatory time in lieu of overtime at the employee's option.

B. Any employee electing to take compensatory time off in lieu of overtime pay shall have prior approval of such accrued time by his/her supervisor.

C. Compensatory time must be documented with the District Treasurer on a form provided by the Treasurer. The employee and the employee's immediate supervisor must sign the form.

D. Such compensatory time shall be accrued and granted hour-for-hour for hours worked up to and including forty (40) hours in a given seven (7) day standard workweek. For all hours worked over forty (40) hours, compensatory time will be granted at time and one-half (1-1/2). A week shall be defined for the purpose of this article as Sunday through Saturday.

E. Compensatory time shall be taken within the school year it was earned. Any compensatory time carried over to the next school year must be approved by the Superintendent prior to June 30 of the year in which the compensatory time was earned.

Section 9: Communications to Superintendent and Board

Communications to the Superintendent and Board of Education shall be as follows: staff member to immediate supervisor, to Superintendent, to Board of Education. It shall be the duty of all supervisors and administrators to transmit promptly communications directed to the Board.

Section 10: OAPSE Dues Deduction

A. The United Board of Education shall deduct dues for OAPSE membership for classified employees who submit a signed "Statement of Authorization" to the Treasurer at least one (1) week prior to the first payday in the school year the employee chooses to join OAPSE. Said dues deduction will be continuous until revoked by the employee according to the provision of the "Statement of Authorization."

B. At least one week prior to the first payday in every school year, the OAPSE President shall submit to the Treasurer a list of OAPSE members who elect to have their dues deducted, as well as the amount to be deducted. The list shall be signed by the OAPSE President.

C. The deductions shall be made equally in twenty-four (24) deductions starting in September of each year.

D. The Board Treasurer shall forward to the OAPSE State Treasurer the amount of State Dues, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the local OAPSE Treasurer. The Board Treasurer shall forward directly to the local OAPSE Treasurer the amount deducted for the local dues. This shall be done within ten (10) days following each deduction.

E. The Board agrees not to honor any check off authorization or dues deduction authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms, and conditions of employment.

F. The Union agrees that it will indemnify and hold the Board harmless from any action growing out of these deductions and commenced by any person against the Board. The Union assumes full responsibility for the deposit of the dues so deducted, once they have been forwarded to the respective OAPSE authorities.

Section 11: Reporting Pay

In the event an employee is called to work for other than his normal schedule by his authorized supervisor, he/she shall be paid at least two (2) hours at the appropriate rate. If the employee is required to work two (2) hours or longer, then he/she shall be paid for actual time at the applicable rate of pay.

Section 12: Classification Pay

The Board agrees that if any employee is requested to and does perform work that is normally performed by an employee holding a higher classification, such employee shall receive the rate of pay normally paid the higher classified employee. The request to perform this work must be made by the authorized supervisor or the Superintendent.

Section 13: Calamity Days

A. When the Superintendent declares a calamity day, employees may be required to report to work to maintain a reasonable operation of the schools. Employees who are required to work on a calamity day shall be paid at the rate of one and one-half (1-1/2) times their regular rate of time worked, plus calamity-day pay. Employees required to report to work on a calamity day shall receive a minimum of two (2) hours pay.

B. All employees who are not required to report for work on those calamity days when school is canceled shall be paid for the normal number of hours the employee would have worked had school not been canceled.

C. If an employee is required to report to work on a calamity day, the employee will receive pay for the calamity day in accordance with Paragraph A. If a calamity day is later made up, the employee will be paid their regular wage for working the make-up day.

D. If an employee does not work on a calamity day, the employee will receive pay in accordance with Paragraph B. If a calamity day is later made up and the employee was compensated for, but did not have to report on the calamity day, the employee will not receive pay for the made-up day.

Section 14: Recertification and License Renewal

Bus drivers and mechanics will be paid 11.5 hours of pay for time spent obtaining recertification. Drivers will also be reimbursed for the cost of CDL renewals and recertifications. The District will pay for a bus driver's required BCI check.

Section 15: Custodian/Cafeteria Assignments

Prior to the beginning of school in the year of a new negotiated Agreement, custodians and cafeteria workers will bid on job assignments. These assignments will continue through the life of the Agreement.

Section 16: Disciplinary Procedures

The Superintendent or designee shall have the authority to discipline employees. However, only the Board of Education may terminate an employee. Formal disciplinary interviews and reprimands shall be made in private. An affected employee may, if he/she deems it necessary, request the presence of a representative; and when such a request is made, the interview shall not proceed until the representative is in attendance. No employee shall be disciplined (e.g., reprimanded, suspended with or without pay, demoted or discharged) without just cause. Termination or suspension of an employee's contract is subject solely to the grievance procedure. This provision supersedes O.R.C. §3319.081 as it relates to the employee's right to file an appeal with the Court of Common Pleas.

Nothing contained herein shall prevent verbal communications between administrators and employees without the presence of a representative. Such contacts including commendation, questioning, suggesting, directing, reminding and correcting shall be termed casual and shall not include the presence of a representative.

Such disciplinary measures will be progressive in nature for minor infractions. Such disciplinary measures may include the following:

1. Oral reprimand
2. Written reprimand
3. Suspension with pay

4. Suspension without pay
5. Termination

Section 17: Drug and Alcohol Testing

Employees shall be paid 2.25 hours for each off-site drug and alcohol test taken other than during the employee's regular shift/route.

If the drug and alcohol test is conducted on site, other than during the employee's regular shift/route, the employee will be paid for the time to take the test in ¼ hour increments. If the employee has already left the site after his/her shift/route, the employee shall be paid for his/her time to return to the District, in addition to the time it takes to take the test, in ¼ hour increments. Employees shall not lose pay for the time spent for drug and alcohol testing scheduled during their working hours/route.

Section 18: PEOPLE Deduction

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 a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deduction made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 19. Maintenance Shifts

There shall be two work shifts for the maintenance staff. One shift shall be Monday through Friday, and the other shift shall be Tuesday through Saturday. The Monday through Friday shift shall be bid first and awarded to the most senior maintenance employee who bids on the position. The Tuesday through Saturday shift shall be awarded to the remaining maintenance employee. If no maintenance employee bids on the Monday through Friday position, it will be assigned to the least senior employee. These shifts shall not affect summer hour shifts.

ARTICLE III — GRIEVANCE PROCEDURE

Section 1: Grievance Policy

A. The primary purpose of this procedure is to secure an equitable solution to the grievance in an orderly and expeditious manner.

B. A grievance is defined as a violation, misinterpretation, or misapplication of any provisions of this Agreement.

C. A grievance can be filed by an individual member of the Union or by a group of members of the Union, when identical circumstances have affected such members of the group.

D. Throughout the grievance procedure, the grievant will receive fair and prompt treatment without fear of reprisal, shall not be denied his/her legal rights under law, and shall not be denied the right to OAPSE representation.

E. Copies of all written decisions of grievances shall be sent to all parties involved: the OAPSE president, the aggrieved, the Treasurer, the Superintendent, and the appropriate administrator.

F. The form for processing grievances shall be made available through all administrative offices and officials of OAPSE. The grievance form appears at the end of this Article.

G. Failure of the member or the Union to challenge any action or inaction of the District within five (5) working days from the date of the inaction or action shall make such action or inaction incontestable.

H. The time limits set forth in this policy are maximal. They may be extended, however, upon mutual consent of both parties.

I. Failure of the Administrator who is hearing the grievance to respond within the specified timeline shall permit the grievant to appeal to the next level.

J. Failure to appeal the grievance to the next level within the timeline provided results in a waiver of the grievance and the right to appeal.

Section 2: Informal Level

A. This step shall be taken informally by the individual member, or group of members, by requesting, in writing, a meeting with the appropriate supervisor to discuss the alleged grievance. A copy of said request shall be forwarded to the Superintendent.

B. A meeting shall take place within five (5) working days of the request for such meeting. No written record of the meeting is required unless requested by the member and/or Union.

Section 3: Formal Level – Step 1

A. All formal grievances shall be in writing and submitted to the Superintendent. Failure to submit such appeal within five (5) working days of the informal grievance meeting shall be deemed a waiver of the right to appeal. Formal grievance meetings shall be held by the Superintendent within five (5) working days from the receipt of the request.

B. The member/union shall be notified, in writing, of the time, place, and date of said meeting.

C. The Superintendent shall make a determination in writing on the grievance. It shall be rendered within five (5) working days after termination of the meeting. Copies of the determination shall be forwarded to the employee, supervisor, Treasurer, and President of OAPSE.

Section 4: Formal Level – Step 2

A. If the member or Union is not satisfied with the determination of the Superintendent, the member or the Union may appeal to the Board of Education. Such appeal shall be made within five (5) working days following receipt of the decision by the Superintendent. Failure to submit such appeal within five (5) working days of the grievance meeting shall be deemed a waiver of the right to appeal. Written notice requesting appeal shall be given to the Treasurer of the Board.

B. The Board will commence the hearing of the appeal at the next regular meeting following receipt of the request, if the appeal is filed more than three (3) days before the upcoming regular meeting. Said hearing will be in executive session unless open session is requested by the member, Union, or Board.

C. The Board shall render a written decision within ten (10) days after the Board meeting stipulated in Section 4(B) of this Article. Copies of the decision shall be forwarded to the employee, supervisor, Treasurer of the Board, Superintendent, and the president of OAPSE.

Section 5: Formal Level – Step 3

A. If the grievant is not satisfied with the disposition of the grievance as made by the Board, the grievant, through the Union, may request a hearing before an arbitrator within five (5) days after receipt of the disposition of the grievance in Step 2. Failure to submit such appeal within five (5) working days of the grievance meeting shall be deemed a waiver of the right to appeal. The request should be in letter form to the Superintendent.

B. The arbitrator shall be selected mutually by petitioning the Federal Mediation and Conciliation Service. The Board and the Union shall alternately strike names from the list until one (1) name remains. The first party to strike a name shall be decided by a toss of the coin.

C. Once the arbitrator has been selected, he/she shall proceed with the arbitrator on the grievance in accordance with the rules of the Federal Mediation and Conciliation Service. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

D. The arbitrator shall hold the necessary hearing and issue the decision within such time as may be agreed upon. The decision shall be in writing with a copy to all parties at the hearing.

E. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Negotiated Agreement; nor add to, detract from, or modify the language therein in arriving at a determination of any issue.

F. The costs of the arbitrator shall be paid by the losing party(ies). Employees who are not members of the Union shall be responsible for their cost of arbitration.

G. The decision of the arbitrator shall be binding on the Board, the Union, and the grievant.

ARTICLE IV — HIRING, VACANCIES, AND PROMOTIONS

Section 1: Hiring, Vacancies, and Promotions

A. When a vacancy occurs on or after January 1 through the end of the school calendar year, the Superintendent may fill the position with a long-term substitute until the end of the school year. If the position will be filled for the following school year, it will be posted and awarded by the beginning of the following school year. All hiring of classified employees for the District shall be by the Board upon the recommendation of the Superintendent. Every attempt will be made to hire the most qualified individuals available and to assign each individual in terms of his/her abilities and experience.

B. All vacancies and newly created positions within the classification of the bargaining unit shall be posted for five (5) working days prior to filling the position. Said postings will be in the form of "Notices of Vacancy" and be posted on designated bulletin boards in each school building and the bus garage.

C. When a bus driver vacancy occurs after the first day of attendance of students for a school year, and when the decision is made to fill the position, the Superintendent will fill the position in accordance with this Article with a regular employee. The bus route will not be rebid for the school year in which the vacancy occurred. Therefore, the employee hired will fill the position of the person who caused the vacancy.

D. Notices of vacancy will set forth the classification, performance expectations, qualifications, conditions of employment, and procedure for making application for the new or vacant position.

E. Those employees who do not work during the summer months may receive "Notices of Vacancy" by mail upon written request to the Superintendent's secretary. All employees shall be notified of newly created positions. Copies of all "Notices of Vacancy" shall be given to the president of OAPSE Chapter #219.

F. Employees interested in new or vacant positions may request consideration for such positions in writing to the Superintendent within five (5) working days of the posting date. Upon receipt of the request for consideration, the Superintendent shall review the requests according to the following procedures prior to employing an outside applicant:

1. Employees within the classification shall be given first consideration, providing qualifications are equal.

2. If no employee within the classification applies, employees in other classifications will be given first consideration, providing qualifications are equal.

3. If more than one employee applies, the most senior employee within the classification shall be given first consideration, providing qualifications are equal.

4. If no employee in other classifications applies and more than one employee in other classifications apply, the most senior employee shall be given first consideration, providing qualifications are equal.

5. Seniority shall be defined as in Article V, Section 1, Paragraph A.

6. The Superintendent reserves the right to make the final determination on all qualifications and filling of vacancies. Said determination shall not be subject to the grievance procedure.

G. Any employee appointed to fill a new or vacant position shall serve a probationary period of up to ninety (90) workdays.

H. Any employee who feels they have been unfairly treated in this procedure can schedule a meeting with the Superintendent at a mutually convenient time. If the employee is dissatisfied with the Superintendent's response, he/she may appeal to the Board of Education. The Board shall schedule time within thirty (30) working days to meet with the employee, in executive session if the employee desires. The response of the Board shall be the final and binding decision that will end the process.

ARTICLE V — SENIORITY, REDUCTION IN FORCE, RECALL

Section 1: Seniority Provisions

A. Seniority shall be defined as the uninterrupted length of continuous service to the District within the classification of this Agreement. It shall be based on and computed from the most recent date of hire within the classification. When two (2) or more employees are hired on the same day, their order of seniority will be determined by the order in which their names appear for hire in the Board minutes.

B. Board-approved leaves of absence shall not constitute an interruption of continuous service.

C. Only regular full-time and short-hour employees shall accumulate seniority.

D. A seniority list based on uninterrupted length of continuous service within the classification of this Agreement shall be prepared on an annual basis by the Treasurer, with a copy forwarded to the OAPSE #219 President for review and record.

E. A former employee of the United Local School District who was previously employed for one (1) full year shall be able to retain his/her previous years of experience for pay purposes, but will not be able to retain his/her past seniority, with the exception of leaves of absence.

F. There shall be a probationary period of ninety (90) workdays to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. During such time, a new employee shall have no seniority rights. Employees retained beyond the ninety (90) workday period shall have their seniority computed as of their date of hire within the classification.

Section 2: Reduction in Force

A. In the event of a need to reduce classified employees due to abolishment of position, lack of funds, lack of work, or building closures, the Board shall make such employee reductions according to this procedure.

B. Before the Board suspends contracts pursuant to this Section, it shall advise the Union of the reductions. The Board shall determine the number of staff to be affected, as well as the classifications in which the reductions will take place.

C. Reductions in staff shall first take place, insofar as is practical through resignations, retirement, and transfers. Following this, the Board may suspend contracts by classification to complete the reduction in force. Employees with greater seniority whose contracts are suspended may bump any less senior employee within the classification.

D. All classified employees who are a part of this plan shall have their contracts suspended on the basis of seniority within the classification affected.

E. Each employee to be laid off shall be given two (2) weeks written notice of the layoff. Each notice of layoff shall state the reasons for the layoff and the effective date of the layoff.

Section 3: Recall from Layoff

A. When vacancies or new positions occur within the classification where employees are on layoff, said employees shall be recalled first on the basis of seniority within the classification where the new or vacant position exists.

B. The Superintendent shall give written notice of recall from layoff by sending a certified letter to the classified employee's last known address. Any employee receiving a recall notice shall have five (5) working days in which to notify the Superintendent of his/her intention to return to work.

C. It is the responsibility of the classified employee to notify the Superintendent of any change in address.

D. Any classified employee who declines reinstatement or does not respond to the notice of recall shall be removed from future consideration when new positions or vacancies occur.

E. The laid-off classified employee shall be considered for reinstatement within the classification of layoff for a period of two (2) years from the date of layoff.

F. Employees recalled from layoff will retain seniority accrued prior to layoff, be placed at their experience level within the classification on the salary schedule at the prevailing wage rate, and receive fringe benefits appropriate to the position at the time of reinstatement.

ARTICLE VI — CLASSIFIED EMPLOYEE BENEFITS

Section 1: Sick Leave

A. Each person who is employed by the Board of Education shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month, with a total accumulation of no more than two hundred forty (240) days.

B. Each regular employee who renders hourly service, excluding substitutes, shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employees.

C. Each newly-hired employee, and those employees whose sick leave accumulation falls to five or fewer days, shall be credited with an advance of five (5) days per year. These days will be charged against sick leave he or she subsequently earns.

D. Any employee absent days beyond his or her accumulated sick leave as of any date for reasons listed, or for any other reasons, shall receive salary deductions in accordance with the following formula: divide the annual salary by the number of days required to be on duty to reach a daily rate, and multiply the daily rate times the number of days lost. Any deductions may be prorated, upon request, with approval of the Superintendent.

E. Upon approval of the designated administrative officer of the School District, employees may use sick leave for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to

illness, injury, or death in the employee's immediate family. An employee may also use sick leave to attend the funeral of a close friend upon approval of the Superintendent.

F. Sick leave for pregnancy shall be defined as an absence from work due to a disability from pregnancy or recovery therefrom. A classified staff member may use any accumulated sick leave for the period of disability for up to thirty (30) working days for maternity or in the event of the adoption of an infant without a physician's statement as required in Article VI, Section 1(G) of this Agreement. In the event that additional sick leave is needed due to complications from delivery, and with a doctor's statement, the employee may request additional sick leave.

G. Each employee shall furnish a written, signed statement on a form to be provided by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. If the employee is absent for five (5) consecutive workdays, or if the Superintendent has reasonable grounds to suspect abuse or falsification of sick leave, a physician's statement regarding the absence may be requested. Falsification of sick leave information on the District form is grounds for suspension or termination.

H. For the purpose of this Agreement, "immediate family" shall be interpreted to include parents, parents-in-law, children, children-in-law, siblings, grandchildren, grandparents, spouse, or anyone living in the same household who is related by blood or adoption.

I. Any employee who has sick leave credit which was earned in other Ohio public agencies will receive credit in the United Local Schools according to the provisions in O.R.C. §3319.141, if the termination date of the other employment was less than ten (10) years prior to employment in the United District. A certificate from the administrative office where the person was last employed, showing the number of such accumulated sick leave days, shall be presented by such person to the Treasurer.

Section 2: Leaves of Absence

A. Upon application and formal Superintendent approval, a classified employee shall be granted a leave of absence for illness and/or disability, enlistment in the Armed Forces of the United States, and pregnancy/maternity. Leaves of absence requests for other than the stated reasons will be considered on an individual basis.

B. All leaves of absence shall be without pay and benefits and will be granted for a period of time not to exceed one (1) year from the date of the leave. The Board shall consider a written request for up to a one (1) year extension of an approved leave.

C. Applications for leaves of absence shall be submitted as far in advance as possible of the leave date, but not less than thirty (30) days before the beginning of the leave. This timeline may be waived by mutual consent of both parties.

D. An application for leave of absence shall state the termination date of said leave. No classified employee shall return to service prior to the termination date without the approval of the Superintendent. Failure to state the termination date shall be deemed a termination date at the beginning of the next school year. Any employee who does not return to service at the stated termination date shall abandon his or her rights and privileges to employment.

E. A classified employee on leave of absence shall notify the Superintendent of his or her desire to return to work by March 15 of the year in which the leave is in effect. If the termination date of the leave is in the middle of a school year, the employee shall notify the Superintendent of his or her desire to return to work within thirty (30) days of the end of the leave. These timelines may be waived by mutual consent of both parties.

F. No classified employee shall be granted a leave to seek, pursue or engage in gainful employment, unless expressly authorized in advance by the Board.

G. Any classified employee who uses a leave of absence for a purpose other than that stated in the approved leave application shall abandon his or her employment contract and all rights and privileges of employment in the District.

H. Any employee on approved leave of absence may have the option to pay for Board-approved insurance while on leave. The Treasurer will provide the employee with details regarding payment for premiums. Employees who fail to meet the payment schedule will be terminated from the Board-approved insurance plans.

I. Approved leaves shall not be considered for advancement on the salary schedule, however, a leave shall be counted for seniority purposes.

Section 3: Personal Leave

A. All classified employees shall be eligible for three (3) leave days for personal reasons not included in the sick leave policy. Limits on the use of personal leave are set forth below. Unused personal leave will be converted to sick leave at the conclusion of the employee's contractual year, up to the maximum accumulated sick leave set forth in Section 1.A. of this Article VI.

B. Requests for personal leave must be made at least five (5) working days prior to the absence on a form provided by the Superintendent. In the case of emergency, notification shall be made by the employee at the earliest possible time.

C. The employee shall not be required to state the reason for the absence for the three (3) days.

D. Absences approved under this section shall cover emergency business or activities of a personal nature which cannot be handled at any other time during the school day.

Personal leave shall not be used to extend holidays, but may be used in an emergency. One (1) personal leave day may be used for recreational purposes.

E. During the months of May and June and the first five (5) school days, no more than one (1) employee per classification per day may be on personal leave unless the restriction is waived by the Superintendent.

F. The Superintendent has the authority to approve or disapprove the use of personal leave.

Section 4: Leaves Other Than Personal or Health

A. Absence from work for days other than those provided under Board policy (illness, personal leave, etc.) must be approved by the Superintendent. Request for these non-paid days, either partial or whole, must be in writing at least three (3) days prior to a Board meeting.

B. An employee who fails to return to work following approved leave for illness, approved personal leave, or other absences approved by the Board of Education, either specifically or by its policy, may be considered just cause for disciplinary action or dismissal.

C. Non-paid absence days made in combination with approved personal leave days will be construed as abuse of leave and may be considered just cause for disciplinary action.

D. Requests for leave must be in writing on proper form supplied by the Superintendent. Employee statements of absence are not requests and will be interpreted in that manner.

E. The United Board of Education may approve one (1) day each year to any member of its personnel for the purpose of improving his/her services to the Board through visitation and observation. The Administration will assist in making arrangements for such visitation.

F. The Board of Education will pay the employee his daily wage for jury duty. The employee, however, must endorse and turn over to the Treasurer checks received for jury duty. At no time will the employee be allowed to collect more than his daily wage. Employees called for jury duty, but not required to stay the entire day, shall return to work for the remainder of their regular day.

G. Assault leave shall be granted to employees who are absent due to physical disability resulting from an assault which occurs in the course of, or arises out of their employment situation.

The employee shall sign a written statement giving details of the assault and will provide a certificate from a licensed physician stating the nature and estimated duration of the disability. This statement and certificate must be presented to the Treasurer within five (5) days of the assault. The employee shall also file a report of the assault with law enforcement.

The employee shall receive full pay and fringe benefits, not to be charged against sick leave, for no more than twenty (20) workdays while on leave. The twenty (20) days may be extended upon certification by the attending physician that additional days are necessary. If extended, the employee shall receive full pay and fringe benefits for the period of the extension. In the event that the Board is not satisfied with the number of days certified by the attending physician, the Board may secure the opinion of an impartial physician prior to approving the leave.

Section 5: Severance Pay

A. Upon finalization of retirement from the State Employees Retirement System, employees will be provided severance pay in the amount of twenty-five (25) percent of the employees accumulated sick leave up to a maximum of sixty-five (65) days. Employees must be with the District for five (5) years before they are eligible for severance pay.

B. Employees who have ten (10) or more years experience in the District and between 25 and 30 years total experience in SERS will be provided severance pay in the amount of 50% of the employee's accumulated sick leave up to a maximum of 100 days at the employee's per diem rate. To receive this benefit, the employee must provide proof to the Board's satisfaction of retirement or eligibility to retire and submit a resignation to the Superintendent by June 1 of the retirement year. Employees will be eligible to receive this benefit if they choose to complete the academic year in which the 25th-30th year is achieved.

C. Employees will have the option of having payment deferred until January of the year following the year of actual retirement, provided a tax-sheltered annuity is not used.

Section 6: Vacation Schedule

A. All regular full-time eleven (11) and twelve (12) month classified employees with one (1) or more years of continuous service with the United Local School District shall be eligible for vacation.

B. Eligible classified employees shall receive vacation time according to the following schedule:

1. One (1) year through nine (9) years of service — ten (10) days
2. Ten (10) years through fourteen (14) years of service — fifteen 15 days
3. Fifteen (15) years and beyond — twenty (20) days

C. Employees shall arrange vacations through their immediate supervisor. When a dispute arises over the timing of vacation days, the employee with the most seniority shall have first choice.

D. If an employee takes a vacation during a period when a holiday identified in this Agreement falls on a scheduled workday, that holiday is not chargeable against the employee's vacation days. Five (5) workdays constitutes one week's vacation.

E. An employee who is hospitalized for an emergency, or who may have a death in the family while on vacation, may make a request to the Superintendent or his designee that the vacation be terminated, and that sick leave be granted, according to the sick leave policy, for any days absent. Final approval of this request rests with the Superintendent or his/her designee.

F. Employees are permitted to carryover five (5) vacation days from one school year to the next. However, the employee must use the five (5) additional days during the next school year, or the days will be forfeited. At no time may an employee with one (1) through (9) years of service be entitled to more than fifteen (15) vacation days, an employee with ten (10) through fourteen (14) years of service be entitled to more than twenty (20) vacation days, and an employee with fifteen (15) or more years of service be entitled to more than twenty-five (25) vacation days.

Section 7: Paid Holidays

A. All regular full-time classified employees of the United District who work nine (9) or ten (10) months shall receive six (6) paid holidays. These holidays include Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day and Memorial Day.

B. All regular full-time classified employees working eleven (11) months shall receive ten (10) paid holidays. These holidays include Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day and Independence Day. All regular full-time classified employees working twelve (12) months shall receive the same ten (10) holidays and New Year's Eve.

C. Custodians and secretaries who receive an additional six (6) hours of training as determined by the Superintendent/designee shall receive Presidents' Day as a paid holiday.

Section 8: Attendance at Workshops and Conferences

A. Requests for employee attendance at workshops and conferences authorized by the County Board of Education or the Local Board of Education shall be submitted in writing on a form provided by the Superintendent to the employee's immediate supervisor at least ten (10) days in advance of the first day of the workshop or conference. Employees will be paid their regular rate of pay while in attendance, provided the conference is during the regular workday.

B. Attendance at workshops or conferences shall be approved by the employee's immediate supervisor and Superintendent.

C. Reimbursement of fees, room and board, and mileage will be made according to current Board policy on such reimbursement.

Section 9: Insurance Benefits

A. Effective January 1, 2011, all services will be subject to a $100 individual deductible and a $200 family deductible; then 90/10% after the deductible is satisfied for in-network benefits. Non-network benefits are subject to a $200 individual deductible and a $400 family deductible; then 80/20% after the deductible is satisfied. Aultcare and Aultcare providers will be treated as in-network. The health plan will contain "best practices" as required by Ohio law and defined by the School Employees Health Board.

The out-of-pocket maximums for in-network shall be $600, including deductibles, for a single plan, and $1,200, including deductibles, for a family plan. For non-network, the out-of-pocket maximum shall be $1,200, including deductibles, for a single plan, and $2,400, including deductibles, for the family plan.

B. A "prescription drug" program will be included in the benefit plan. Employees and dependents will pay 20% of the cost of the medication for generics and brand drugs without a generic and 100% of the cost of brand drugs if a generic is available. The employees and dependents will pay 100% of the cost of long term drugs that are filled at a retail pharmacy more than two (2) times.

Prescription Drug Program Requirements:

1. All prescriptions at a retail pharmacy will be limited to a thirty-four (34) day supply.

2. All mail-order prescriptions must be up to a ninety (90) day supply.

C. An Optical Insurance program will be included in the benefit program. Effective September 1, 2004, the eligible dependent(s) age for vision and dental benefits is 19-25. Dependent(s) must be a full-time student and wholly dependent.

D. The Board will pay one hundred percent (100%) of the premium for a family or single dental insurance plan for all regular and short-hour, full-time classified employees.

E. The Board shall pay one hundred percent (100%) of the premium for term life insurance for all regular and short-hour, full-time classified employees in the amount of $30,000.

F. Hospitalization benefits shall remain at a level comparable to current benefits for the duration of this Agreement.

G. For those employees employed on or before January 1, 2008, the employees will be eligible for benefits under the following criteria:

1. Full Time — At least 20 hours per week -- Board pays 90% of the premium rate. A full-time employee's portion of the premium for a family plan shall not exceed $200.00 per month, or $100.00 per month for a single plan.

2. Short Hour — Between 11 and 20 hours per week — Board pays 45%

3. Part Time — Less than 11 hours per week — Not eligible for coverage

The determination of eligibility shall be made according to the regularly scheduled workweek, exclusive of overtime.

Limit of two (2) part-time or short-hour positions in the Cafeteria.

H. All employees newly hired after January 1, 2008, will be eligible for benefits under the following criteria:

1. Full Time – At least 25 hours per week – Board pays 90% of the premium rate. A full-time employee's portion of the premium for a family plan shall not exceed $200.00 per month, or $100.00 per month for a single plan.

2. Short Hour – Between 16 and 25 hours per week – Board pays 45%

3. Part Time – Less than 16 hours per week – Not eligible for coverage

The determination of eligibility shall be made according to the regularly scheduled workweek, exclusive of overtime.

I. The Board will pay (its proportionate cost of) the premium for one (1) family or two (2) single hospitalization/major medical, prescription, vision and dental health plan for any married couple when both are employees of this Board.

J. The Board will pay the cost of hearing tests for bus drivers when determined by a physician to be medically necessary. The Board will only pay the cost for one (1) hearing test per calendar year.

K. Employees who switched from a family plan in the 2009-10 school year to a single plan in the 2010-11 school year will continue to receive Three Thousand Dollars ($3,000.00) each school year that the employee remains off the family plan through the 2014-2015 school year. The employee must stay on the single plan for the entire school year to receive the Three Thousand Dollars ($3,000.00). Employees who switch from a family plan in the 2011-12 school year to a single plan in the 2012-13, 2013-2014, or 2014-2015 school year will receive Three Thousand Dollars ($3,000.00) each school year that the employee remains off the family plan through the 2014-2015 school year. The employee

must stay on the single plan for the entire school year to receive the Three Thousand Dollars ($3,000.00).

L. The Board will pay $1000 on an annual basis (in two (2) $500 installments March and September) to any employee in the district opting to be covered under another insurance plan. Employees must make their request through the benefit/deduction change form received each September. Employees electing to take this benefit may still participate in the life insurance program. In the event of a change in status through death, divorce, marriage, or if a spouse becomes unemployed, the employee will be given the option to enroll in the insurance plan. The $500 payment will be made in March if no request for insurance coverage has been made for the preceding 6 month period of the contract year. Another $500 payment will be made the following September if no request has been made for the preceding 6 month period. Payments will not be prorated. If four (4) or more employees opt out, the amount paid by the Board will be increased to $2,000 starting with the 2010-11 school year through the 2014-2015 school year.

M. During the 2012-2013 school year, an insurance committee shall be formed to aggressively pursue alternative health insurance options. The committee shall be made up of four (4) administrators, four (4) UEA members, and four (4) OAPSE members.

ARTICLE VII — SALARY SCHEDULE PROVISIONS

Section 1: Salary Schedule

A. Attached to this Article is the hourly rate schedule for classified employees from July 1, 2012, through June 30, 2015. (Attachment A) Increase hourly rate on the salary schedule by 0¢ per hour.

B. Employees will receive a Seven Hundred Fifty Dollar ($750.00) cash payment, less required deductions, for each of the 2012-13, 2013-14, and 2014-15 school years. Effective October 1, 2012, if an employee is hired after the beginning of the school year, the $750.00 will be prorated based on the employee's number of contract days in the classification for which the employee is hired.

C. Step 23 will be 25¢ more than Step 20.

Section 2: Placement on the Salary Schedule

A. Classified employees new to the District will be placed at Step 0 on the Classified Employees' Salary Schedule in the respective classification.

B. Classified employees transferring from one classification to another classification will be placed at Step 0 on the salary schedule in the respective classification.

C. Classified employees will receive incremental increases based on years of experience within the classification. For the purpose of this Agreement, one year experience is equal to 105 workdays.

Section 3: SERS Contribution

A. The Board agrees as a condition of employment to treat employee contributions to the School Employees Retirement System as an annuity in accordance with School Employees Retirement System and Federal Internal Revenue Service guidelines and restrictions. This section in no way implies the Board will contribute any portion of the employee's share of retirement contributions.

B. The Board shall report for Federal and State income tax purposes as the employee's gross income said employee's total annual salary, less the amount of the SERS contribution.

C. The employee's salary shall be used as the basis for calculating daily rate of pay, workers' compensation and unemployment compensation benefits.

D. The contribution percentage shall apply uniformly to all members of the bargaining unit and no employee covered by this provision shall have the option to elect a wage increase or other benefits in lieu of this policy.

Section 4: Direct Deposit

Direct deposit of payroll will be mandatory for all classified employees.

ARTICLE VIII – RETIRE/REHIRE PROGRAM

A. As part of a trial program applicable during the term of this agreement only, unless incorporated into a successor agreement, the Board is authorized to fill any classified vacancy with an employee previously retired from United Local Schools.

B. Employees who are eligible for service retirement and who provide written notice of retirement by January 15 of year of service retirement, upon request, may be hired by the Board under a one (1) year limited contract.

C. Retire/Rehires will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations will be required.

D. For purposes of salary schedule placement, a previously retired employee will be placed on the salary grid at Step 0 upon rehire and may advance on the salary schedule from year to year, if rehired.

E. After expiration of the initial contract, Retire/Rehires may be re-employed from year to year under limitations described in this Article, with Board approval, but shall not be eligible for continuing contract status.

F. For purposes of Reduction in Force, Retire/Rehires will not accrue seniority.

G. If rehired, a retiree shall not be eligible to participate in a retirement incentive program, if any, or for severance pay upon separation from employment.

H. Retire/Rehires shall not be eligible to participate in the District's hospitalization, prescription, dental, or other health insurance programs offered to employees unless such retired employee is ineligible for health insurance through SERS for reasons other than as limited by the member's total years of public service. In the event a Retire/Rehire cannot obtain health insurance through SERS, he/she may purchase the District's health, prescription and dental insurance plan(s) by submitting the full cost of such coverage to the Treasurer on a monthly basis or authorizing payroll deduction.

I. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her pre-retirement individual contract of employment to be considered for additional employment.

J. Retire/rehire shall be entitled to all other contract benefits available to bargaining units unless otherwise limited by specific provisions of this Article.

K. The parties specifically agree that these provisions supersede and take precedence over any and all inconsistent or contrary state or federal statutes, laws, and regulations including but not limited to Section 3319 of the Ohio Revised Code and provisions of this negotiated agreement not specifically referenced herein.

ARTICLE IX — DURATION

A. The effective date of this contract shall be August 1, 2012, and shall remain in full force through July 31, 2015.

B. 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 understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

C. The Board reserves and retains full rights, authority, and discretion to control, supervise, and manage the operation of all schools and to make decisions and policies not inconsistent with the terms of this Agreement.

The Board shall supply all mandatory safety equipment.

BOARD OF EDUCATION

Board President

Superintendent

Treasurer

OAPSE, AFSCME/AFL-CIO CHAPTER #219

OAPSE President

OAPSE Representative

OAPSE Negotiating Team Member

1/23/13
Date

APPENDIX A

UNITED LOCAL SCHOOL DISTRICT

CLASSIFIED SALARY SCHEDULE

2012/13 – 2014/15

EFFECTIVE JULY 1, 2012

$0.00

POSITION	STEP 0	STEP 1	STEP 2	STEP 5	STEP 10	STEP 15	STEP 20	STEP 23
CAFETERIA MANAGER	12.88	13.19	13.54	13.88	14.20	14.52	14.79	15.05
COOK	12.12	12.46	12.79	13.13	13.45	13.77	14.03	14.30
NIGHT FOREMAN	13.37	13.71	14.05	14.39	14.71	15.03	15.29	15.56
MAINTENANCE	13.07	13.41	13.73	14.07	14.39	14.71	14.98	15.24
GROUNDS HELPER	13.01	13.35	13.69	14.02	14.34	14.66	14.92	15.19
CUSTODIAN – AFTERNOON	12.90	13.24	13.58	13.90	14.22	14.54	14.81	15.07
CUSTODIAN – MIDNIGHT	13.01	13.34	13.68	14.02	14.34	14.66	14.92	15.29
BUS DRIVER	14.81	15.15	15.49	15.83	16.14	16.46	16.73	16.99
MECHANIC	17.12	17.46	17.80	18.14	18.46	18.78	19.04	19.31

APPENDIX B

UNITED LOCAL SCHOOLS

GRIEVANCE REPORT
(Submit to Supervisor)

_____

Job Classification | Name of Grievant | Date Filed

INFORMAL

A. Date Grievance Occurred: _____ Section or Sub Section Alleged to be Violated: _____

B. Statement of Grievance: _____

_____

_____

C. Relief Sought: _____

_____

_____

_____

_____ Signature _____ Date

D. Disposition by Supervisor: _____

_____

_____

_____

_____

_____ Signature _____ Date

STEP I

A. Date Submitted by Grievant: _____

B. Date Received by Superintendent/Designee: _____

C. Date of Grievance Meeting: _____

D. Disposition of Superintendent/Designee: _____

_____

_____

_____

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_____

_____

_____ _____
Signature Date

STEP II

A. Date Submitted by Grievant: _____

B. Date Received by Board of Education/Designee: _____

C. Date of Board Hearing: _____

D. Disposition by Board (in writing): _____

STEP III

A. Date Submitted to Arbitration: _____

APPENDIX C

United Local School District
8143 State Route 9
Hanoverton, Ohio 44423

BUS DRIVER EVALUATION

NAME _____ SCHOOL YEAR _____

BUS NUMBER _____ BUS ROUTE(S) _____

SUPERVISOR _____

1.	PERFORMANCE EXPECTATIONS	EXCEEDS EXPECTA-TIONS	MEETS EXPECTA-TIONS	NEEDS IMPROVE-MENT	COMMENTS
	A. Drives an assigned bus over an assigned route according to the designated time schedule				
	B. Is responsible for starting your route at a time which will allow you to arrive at school with students according to the prescribed arrival time				
	C. Makes a daily safety check, including brakes, lights, signals, oil, fuel, etc. Makes certain rear window and flasher lights are clean for maximum visibility				
	D. Makes daily checks on all fire, emergency and first aid equipment and supplies				
	E. Calls the Transportation Supervisor by 5:30 a.m. and/or 1:00 p.m. when unable to report to work				
	F. Keeps the Transportation Supervisor informed of gravel needs at turn around points				
	G. Reports all needed bus repairs, shortages, and/or other replacements to the Transportation Supervisor				
	H. Posts student bus conduct rules in a place on the bus which is visible to all students				
	I. Reminds students at least twice yearly of expected student behavior and has at least two evaluation drills each school year				

United Local School District
Bus Driver Evaluation
Page 2

		EXCEEDS EXPECTA-TIONS.	MEETS EXPECTA-TIONS	NEEDS IMPROVE-MENT	COMMENTS
	J. Maintains good student conduct on the bus at all times, notifying the parents and school principal of student misconduct using a Bus Conduct Report				
	K. Provides input to the Transportation Supervisor, as needed, in setting up bus routes and stops prior to the beginning of each school year				
	L. Is responsible for fueling the bus regularly, as well as keeping accurate records of gasoline consumed				
	M. Is willing to drive extra trips				
	N. Completes and submits extra trip forms promptly				
	O. Has a good attendance record				
	P. Is on time for work				
	Q. Is cooperative; follows directions				
	R. Dresses appropriately				
	S. Works cooperatively with peers and school staff				
	T. Shows courtesy to the public				
	U. Follows Board policies and school procedures				

Employment Recommendations: _____

Goals for next year: _____

_____

_____

Absences to date: _____

Bus Driver Response: (Staple an additional page if more room is needed)

_____
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_____
_____

Bus Driver signature: _____ Date _____

Supervisor's signature: _____ Date _____

APPENDIX D

United Local School District
8143 State Route 9
Hanoverton, Ohio 44423

CUSTODIAN AND MAINTENANCE EVALUATION

NAME _____

POSITION _____ YEARS IN POSITION _____

SUPERVISOR _____

1. PERFORMANCE EXPECTATIONS	EXCEEDS EXPECTA-TIONS	MEETS EXPECTA-TIONS	NEEDS IMPROVE-MENT	N/A	COMMENTS
A. Follows directions, instructions, etc. from Supervisor					
B. Cleaning of assigned area of building					
C. Responsible for repair and maintenance work as assigned					
D. Loads and unloads supplies and equipment					
E. Sets up for and cleans up for after school activities when needed					
F. Works extra events (weekend overtime on a voluntary basis)					
G. Works on grounds when assigned, including lawn care, snow shoveling, and litter control					
H. Keeps building and grounds supervisor informed of important matters i.e. repairs and safety concerns					
I. Makes efficient use of work time					

United Local School District
Custodian and Maintenance Evaluation
Page 2

	EXCEEDS EXPECTA-TIONS	MEETS EXPECTA-TIONS	NEEDS IMPROVE-MENT	N/A	COMMENTS
J. Works cooperatively with peers					
K. Knows and follows state and local regulations and safety procedures					
L. Adjusts to the many situations, activities, and duties that may occur during the year					
M. Works cooperatively with staff, students, and the public					
N. Demonstrates honesty and personal integrity					
O. Has good attendance record					
P. Is on time to work					
Q. Neat in personal appearance					
R. Completes duties as listed in job description					
S. Knows the emergency procedures and where they are located					
T. Knows where all breaker boxes and emergency shut offs are					
U. Keeps the transportation supervisor informed of repairs of truck and outside equipment					

Supervisor Comments:

_____

_____

_____

Custodian/Maintenance Response: (Staple an additional page if more room is needed)

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Custodian/Maintenance signature: _____ Date _____

Supervisor's signature: _____ Date _____

APPENDIX E

United Local School District
8143 State Route 9
Hanoverton, Ohio 44423

SECRETARY EVALUATION

NAME _____ SCHOOL YEAR _____

POSITION _____ YEARS IN POSITION _____

SUPERVISOR _____

A.	PERFORMANCE EXPECTATIONS	EXCEEDS EXPECTA-TIONS	MEETS EXPECTA-TIONS	NEEDS IMPROVE-MENT	N/A	COMMENTS
	1. Demonstrates good secretarial skills (typing, filing, phone, etc.)					
	2. Demonstrates competence in using computers, copiers, and other office equipment					
	3. Knows and follows Board and school policies and procedures					
	4. Keeps an inventory of office supplies and orders supplies as needed					
	5. Assists with budget planning and processing purchase orders					
	6. Assists with activity accounting, makes pay-ins, and verifies receipt of goods					
	7. Handles internal and external mail distribution according to established procedures					
	8. Prepares, collects, reviews, and processes all school forms for the efficient operation of the office					
	9. Establishes and maintains an efficient filing system for all school records and forms					

United Local School District
Secretary Evaluation
Page 2

	EXCEEDS EXPECTA-TIONS	MEETS EXPECTA-TIONS	NEEDS IMPROVE-MENT	N/A	COMMENTS
10. Completes required reports accurately and on time					
11. Shows care in completing assignments					
12. Maintains and distributes yearly and weekly building use activity calendar					
13. Prepares daily absent list and announcements					
14. Maintains the office area with attractive, uncluttered appearance					
15. Collects and distributes assignments for students out of school					
16. Performs cashier responsibilities, issue receipts for money collected, and make daily deposits of funds to the treasurer					
17. Checks in substitutes daily					
18. Supervises student or volunteer office work					
19. Annually check in and out teacher keys and maintain an inventory of keys					
20. Process requests for records on new and withdrawing students					
21. Participates in voluntary self-improvement					
22. Attends all staff meetings scheduled as needed					
23. Follows safety regulations and reports accidents or other health problems to the administrator					

		EXCEEDS EXPECTA-TIONS	MEETS EXPECTA-TIONS	NEEDS IMPROVE-MENT	N/A	COMMENTS
	24. Reports all questions, problems, and concerns to the supervisor or administrator					
	25. Performs other activities or tasks assigned by the supervisor or administrator					
B.	OTHER IMPORTANT AREAS	EXCEEDS EXPECTA-TIONS	MEETS EXPECTA-TIONS	NEEDS IMPROVE-MENT	N/A	COMMENTS
	1. Has a good attendance record					
	2. Is on time for work					
	3. Is neat in personal appearance					
	4. Keeps school records and information confidential					
	5. Maintains professional relationships with staff, administration, students, parents, and volunteers					

Employment Recommendations: _____

Goals for next year: _____

Secretary Response: (Staple an additional page if more room is needed)

_____

Secretary signature: _____ Date _____

Supervisor's/Administration signature: _____ Date _____

APPENDIX F

United Local School District
8143 State Route 9
Hanoverton, Ohio 44423

CAFETERIA EVALUATION

NAME _____

POSITION _____

YEARS IN POSITION _____

SUPERVISOR _____

1.	PERFORMANCE EXPECTATIONS	EXCEEDS EXPECTA-TIONS	MEETS EXPECTA-TIONS	NEEDS IMPROVE-MENT	N/A	COMMENTS
	A. Report directly to the cafeteria manager and supervisor of cafeterias					
	B. Assist in the preparation and serving of school lunches as assigned					
	C. Be able to operate equipment located in each school cafeteria					
	D. Complete cleaning activities as assigned by the cafeteria manager or the supervisor of cafeterias					
	E. Sweep and mop kitchens as assigned					
	F. Wash tables and chairs in either cafeteria as assigned					
	G. Assist with the daily lunch tally or counting of daily receipts, or cashiering					
	H. Oversee student workers as necessary					
	I. Assist in dish washing as assigned					

United Local School District
Cafeteria Staff Evaluation
Page 2

		EXCEEDS EXPECTA-TIONS	MEETS EXPECTA-TIONS	NEEDS IMPROVE-MENT	N/A	COMMENTS
	J. Assist in keeping storage room clean and orderly					
	K. Report equipment and maintenance concerns to cafeteria manager or supervisor of cafeterias					
	L. Pick up food or supplies from local vendors if requested					
	M. Prepare coffee and/or food for after-school activities as necessary					
	N. Comply with state and county health, safety, and fire regulations					
	O. Wash towels daily as assigned					
	P. Transport food from one kitchen to the other as assigned					
	Q. Complete other tasks as necessary and assigned by the cafeteria manager or the supervisor of cafeterias					
B.	OTHER IMPORTANT AREAS	EXCEEDS EXPECTA-TIONS	MEETS EXPECTA-TIONS	NEEDS IMPROVE-MENT	N/A	COMMENTS
	1. Has a good attendance record					
	2. Is on time for work					
	3. Is neat in personal appearance					
	4. Is willing to work overtime for outside groups using the kitchen					
	5. Works cooperatively with other cafeteria workers to complete all work assigned					
	6. Maintains positive relationships with staff, administration, students, and parents					

Supervisor Comments:

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_____

Cafeteria Employee Response: (Staple an additional page if more room is needed)

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Cafeteria Employee signature: _____ Date _____

Supervisor's signature: _____ Date _____