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RELATIONS BOARD

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AGREEMENT BETWEEN

THE BOARD OF

EDUCATION OF THE SHADYSIDE

LOCAL SCHOOL DISTRICT

AND

SHADYSIDE LOCAL #547

OF THE OHIO ASSOCIATION

OF PUBLIC SCHOOL EMPLOYEES

OAPSE/AFSCME Local 4/AFL-CIO

Effective September 1, 2012-August 31, 2014

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PREAMBLE
AGREEMENT

This agreement dated is between the Shadyside Local School District (hereinafter referred to as the "Board"), acting herein only in respect to employees of the Administration in the bargaining unit set forth in Article I Recognition, of this Agreement, and the Ohio Union of Public School Employees and Local #547 (hereinafter referred to as the "Association or Union").

The Union, having been designated the sole and exclusive bargaining representative of the employees of the Board as defined in Article 1, Recognition, the Board recognizes the Union as such sole and exclusive representative. Accordingly, the Union makes this Agreement in its capacity as the sole and exclusive bargaining representative of such employees. 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 Board of this Agreement.

ARTICLE 1 - RECOGNITION

COVERAGE

1.1 The Shadyside Local School Bard of Education (hereinafter called the "Board"), recognizes the Ohio Association of Public School Employees and Local 547, as the sole and exclusive bargaining agent for all non-teaching employees employed by the Shadyside Local School District Board of Education.

EXCLUSIONS

1.2 The bargaining unit shall not include: substitutes, student employees, the Treasurer, the Assistant Treasurer, the Maintenance/Transportation Supervisor, and the Executive Secretary to the Superintendent.

DISPUTED EXCLUSIONS

1.3 Any differences which arise between the Administration and the Union as to whether or not a newly created position is or is not included within the bargaining unit shall be handled by the grievance procedure.

Supervisory personnel, with the exception of the Maintenance/Transportation Supervisor, shall not perform work normally performed by bargaining unit employees.

ARTICLE 2 - PURPOSE AND SCOPE

PURPOSE

2.1 It is the intent and purpose of the parties hereto to set forth herein the agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto for the Employees of the Board in the bargaining unit set forth in Article I - Recognition, of this Agreement.

OBSERVANCE

2.2 The Union (its officers and representatives) and all employees are bound to observe the provisions of this Agreement.

The Board (its officers and representatives at all levels), is bound to observe the provisions of this Agreement.

ARTICLE 3 - NEGOTIATIONS

3.1 Issues proposed for negotiations, including proposed new language, shall be submitted by the employer to the Union and by the Union to the employer at least ninety (90) days prior to the expiration of this Agreement.

At the first meeting, an agenda shall be adopted by the representatives of both parties. Once adopted, no items shall be added for negotiations without the mutual consent of both parties.

3.2 The Employer and the Union shall be represented at all negotiation sessions by a committee of negotiators, not to exceed five (5) persons on a committee. Neither party shall have any control over the selection of the members of the negotiating committee of the other party.

All negotiations shall be conducted exclusively between said committees. In addition to said committees, each party shall be authorized to admit not more than two (2) observers to each meeting. Observers shall be without the right to speak or otherwise comment to either party.

In addition to said observers, each committee shall be authorized to admit two (2) consultants to each meeting. Consultants may converse with the members of their committee. Each committee may call upon their consultants to present its case. No more than one consultant may address the negotiations committees during any

one meeting. The cost of such consultants shall be borne by the party requesting them.

Length of negotiating sessions, as well as times and locations shall be agreed upon at the onset of each session. All meetings shall be held in executive sessions. Upon request of either negotiating team, the meeting shall be recessed for a reasonable period of time to permit the parties to caucus. News releases, either during or at the conclusion of negotiations, shall be made only by mutual agreement as to the time and content of the releases.

The Board and Union agree to bargain collectively, to meet at reasonable times and confer in good faith with respect to wages, hours, and conditions of employment to reach an agreement. This Agreement shall not become final and binding until ratified and executed by the Board and Union pursuant to Article 3, Section 3.3.

Upon request of either negotiating team, the meeting shall be recessed for a reasonable period of time to permit the parties to caucus.

3.3 When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Union for consideration. If ratified, the Agreement shall then be submitted to the Board for consideration. If ratified by both parties, the Agreement shall be signed and become a binding contract upon both parties.

Prior to the negotiated agreement being presented to the Union and to the Board of Education for ratification, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

3.4 The Contract shall supersede any rules, regulations or practices of the Employer, which are contrary to, or inconsistent with said Agreement, as the Agreement applies to members of the bargaining unit.

If agreement has not been reached on any issue within sixty (60) days after the opening of negotiations, either party may declare impasse. Both parties shall jointly request the services of the Federal Mediation and Conciliation Service.

The assigned mediator will set meetings and conduct such meetings with both parties present. The mediator will attempt to reach a settlement on unresolved issues only.

The mediator's recommendation will be advisory in nature and nonbinding upon

either party. This shall be the mutually agreed upon impasse procedure.

ARTICLE 4 - CONSISTENCY WITH THE LAW

4.1 If any article or selection of the agreement, or of any amendments thereto should be held invalid by operation of law, by attorney general's opinion, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any amendment thereto, or the application of such article or section to persons or circumstances other than those as to which it has been invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 5 - NO STRIKE CLAUSE

5.1 There shall be no strike, slow down, or work stoppage sanctioned by the Union for the duration of this agreement.

5.2 There shall be no lockout sanctioned by the Board of Education during the duration of this agreement.

ARTICLE 6 - NON DISCRIMINATION

6.1 No employee in the bargaining until shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her political party opinions or affiliations, or because of race, national origin, religion or marital status, and no person shall be discriminated against because of age, sex or physical handicap, unless the handicap prohibits performance of job duties.

6.2 The Administration shall not interfere with, intimidate, restrain, coerce, or discriminate against any employee because of the exercise of his/her right to engage in union activity.

ARTICLE 7 - DUES DEDUCTIONS

7.1 Annual dues and agency shop fees for the Ohio Association of Public School Employees as certified annually shall be deducted in equal installments each pay beginning with the 1st pay period in September, which shall be mailed directly to the State office with a list of bargaining unit members paying dues or agency shop fees in each month.

7.2 In recognition of the Union's services to the bargaining unit, all individuals in the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying to the Union a service fee equivalent to the amount of dues uniformly required of members of Local #547 of the Ohio Association of Public School Employees. The payment of dues or a service fee shall be a condition of employment.

Payment of such service fees shall be subject to a rebate procedure provided by the Union that shall meet all requirements of applicable State and Federal law and shall also be subject to all other requirements of Ohio Revised Code, Section 4117.09 (c), regarding religious exemptions, when effective, and any other law or like subject matter.

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 prior to August 10 each year and may be revoked by the Employee at any time by giving one month's notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an atomized 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.
It is agreed that it is the responsibility of the Union to resolve any and all errors and adjustments with its members from said payroll deduction. The Union shall indemnify and hold the Board harmless from any and all claims, demands, or suits, or any other actions arising from said dues deductions.

ARTICLE 8 - UNION MEETINGS - USE OF BUILDINGS

The Union shall have the right, with notification to the building principal, to use school buildings, without charge, for OAPSE meetings, at times when a custodian is normally on duty. If the Union is given permission to hold a meeting at a time when a custodian is not present, the building principal will determine what charges will be made for custodial time or other services and will provide the Union with an estimate of these charges prior to the meeting.

ARTICLE 9 - GRIEVANCE PROCEDURE

DEFINITION

9.1 A grievance is defined as a complaint involving an alleged violation, misinterpretation, or misapplication of a specific article or section of this

Agreement. If such grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure.

A grievant shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the above has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

GRIEVANCE PROCEDURE

9.2 Step 1: Within ten (10) working days of the time a grievance arises or knowledge of a grievance, the employee or Union officials will present the grievance in writing to the supervisor or the appropriate designated person. Within ten (10) working days after presentation of the grievance, the supervisor or designee shall give an answer in writing to the employee.

Step 2: If the grievance is not resolved in Step 1, the employee or the Union representative may, within ten (10) working days of receipt of the supervisor's answer, submit to the Superintendent or his designated representative, the answer at Step 1 with the original grievance statement. The Superintendent or his designated representative shall give the employee or the local Union representative an answer in writing no later than ten (10) working days after receipt of the written grievance.

Step 3: If the grievance is not resolved in Step 2, the employee or the Union representative may, within ten (10) working days of receipt of the Superintendent's answer, submit to the Board of Education, or a designated committee of the Board, the answer at Step 2 with the original grievance statement. The Board of Education or its designated committee shall give the employee or the local Union representative an answer in writing no later than ten (10) working days after receipt of the written grievance.

Step 4: If the grievance is not resolved at step 3, the employee or the Union representative may, within five (5) working days of receipt of the Board of Education's response request that the grievance be advanced to mediation, prior to proceeding to arbitration. The grievance shall be submitted using the procedure for grievance mediation set forth by the Federal Mediation and Conciliation Service (FMCS). A grievance mediation shall be scheduled in an effort to resolve the grievance before the arbitration level.

Step 5: If a satisfactory disposition of the grievance is not made as a result of the

procedure provided for in Step 4 the designated Union representative, shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) working days from the date of the receipt of the response of the Board of Education, or designated committee, as provided in Step 4, by filing a notice with the "Statement of Grievance" attached there to with the American Arbitration Association and a copy of the notice served on the Board's representative.

GRIEVANCE FORMS

9.3 a) Any Grievance may be filed on the authorized grievance form agreed to between the parties of this Agreement.

b) Such forms must provide for naming of the specific article the Agreement referring to the alleged violation and shall state the contention of the employee or the Union, and shall indicate the relief requested.

c) The agreed to grievance form shall be made available to any employee requesting such either through his supervisor or the Local Union representative.

TIME LIMITS

9.4 a) Within the time limit in that step, any grievance not advanced to the next step by the grievant or the local Union representative shall be deemed resolved by the Administration's last answer.

b) Any grievance not answered by the Administration within the time limit in that step shall be deemed resolved by being automatically moved to the next level.

c) Time limits may be extended by the Administration and the local Union officials in writing; then the new date shall prevail.

POWER OF THE ARBITRATOR

9.5 a) It shall be the function of the arbitrator and he/she shall be empowered except as the powers are limited below, after due investigation to make a recommendation to the Administration and Union.

b) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

c) The arbitrator shall have no power to establish salary schedules.

d) The arbitrator shall have no power to decide any question in which, under this Agreement, is solely within the responsibility of management to decide. If rendering decisions, an arbitrator shall give due regard to the responsibilities of management except as they may be conditioned by this Agreement.

e) In the event that a case is appealed to an arbitrator on which he determines he has no power to rule, it shall be referred back to the Union, with a notification to the administrator, without decision, or recommendation on its merit.

f) There shall be no appeal from an arbitrator's decision if it is within the scope of the authority as set forth above. It shall be final and binding on the employee or employees involved in the grievance and the Administration and the Board.

g) The fees and expenses of the arbitrator shall be equally shared by the Board and OAPSE. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses, except where it is agreed that such hearing is during regular hours of employment of the witness.

NO REPRISAL

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

ARTICLE 10 - DISCIPLINE AND SUSPENSION

10.1 Employees may not be removed or disciplined except for just cause. Removal and discipline shall be subject to the grievance procedure.

10.2 The Union recognizes the administration's right to discipline employees for just and proper cause. Discipline should be to instruct as well as to punish and should be progressive in nature while taking into account the seriousness of the violation.

10.3 Penalties for disciplinary action are: oral and written reprimands, suspensions and dismissal. All discipline is subject to the grievance procedure.

10.4 Employees are entitled to Union representation at any disciplinary hearings. No employee will be disciplined without a hearing by the Superintendent, unless the employee specifically waives the hearing in writing. No hearing is necessary or granted for an oral reprimand, unless mutually agreed upon by both parties. Any

necessary hearing shall be scheduled after the reprimand has been received. Notice of the hearing shall be given to the local Union president at least three (3) working days prior to the day of the scheduled hearing. At any hearing, the employee shall have the right to be represented by the Union.

ARTICLE 11 - JOB DESCRIPTIONS

11.1 The Union shall be furnished with a copy of the job description of each classification covered under the terms of this agreement as soon as the same is prepared.

Each employee shall be furnished with a copy of their individual job descriptions.

11.2 Job descriptions may be changed. It shall continue to be management's prerogative to schedule starting and quitting times, as well as, the amount of time each type of duty is performed within the shift.

11.3 The Board reserves the right to add additional jobs. It shall continue to be management's prerogative to schedule starting and quitting times, as well as, the amount of time each type of duty is performed within the shift.

11.4 The Board agrees that the transfer of employees from one job to another or from one shift to another will be done by the seniority bid system. The Board reserves the ability to transfer an employee to a similar position without bid when it believes that such a transfer would be in the best interest of the school district. Such transfer can only be initiated with just cause and will not be completed unless the Employer has proven just cause for such action.

ARTICLE 12 – WORKERS' COMPENSATION

12.1 All employees covered under this agreement are protected under the Industrial Commission and Bureau of Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.

12.2 An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative within one (1) work day of the occurrence. An application shall be filed with the Industrial Commission and Bureau of Workers' Compensation.

ARTICLE 13 - ASSOCIATION LEAVE

13.1 The Board agrees to permit one duly elected delegate of the Union or the Union

President three (3) days leave to attend the OAPSE Annual Conference with continuity of salary. It is understood by the parties that the Board will not pay any of the expense of such leave.

13.2 The Board of Education is not required to call in a substitute for the delegate's absence.

ARTICLE 14 - ADMINISTRATION MEETINGS

14.1 The Board agrees that any employee requested or required to attend any administration meeting during the employee's regularly scheduled work time, shall be with pay at the applicable rate.

ARTICLE 15 - CLASSIFICATION PAY

15.1 Any employee who is requested and performs work that normally is performed by an employee holding a higher classification will receive the rate of pay at the lowest experience step of the higher classification, which will provide an increase in pay for the employee for those hours during which the employee performs the work.

15.2 However, those employees in the custodial classification who perform work of a significant nature, requiring the skills of the maintenance classification, or those skills generally referred to as a skilled labor, will receive a rate of pay equal to his or her normal rate of pay plus sixty cents ($.60) per hour during those hours he or she performs this work.

15.3 Custodians will be paid thirty cents ($ .30) per hour, in addition to their regular rate of pay for all work performed during the summer. During the summer period, this section shall operate in lieu of Sections 15.1 & 15.2 above.

ARTICLE 16 - EMPLOYEE EVALUATION

16.1 Employees shall be given a performance rating annually.

16.2 An evaluation form (performance rating) made out on any employees work shall be examined by the employee prior to being placed in his/her file.

16.3 If an employee is rated unsatisfactory or substandard, specific instruction as to what is expected from the employee, in order for the employee to raise his rating, will be given.

16.4 An employee may write his comments on any evaluation form examined by him/her and/or attach a written response to the evaluation form within five (5) workdays of receipt.

ARTICLE 17 - PHYSICAL EXAMINATIONS

The Board agrees that if any employee is required to have a physical examination prior to commencing employment, the Board will pay the full cost of such examination.

The Board shall also pay the cost of any medical examination required by law.

ARTICLE 18 - TRAVEL ALLOWANCE

18.1 Any employee required to use his own vehicle for school business shall be reimbursed at the rate equal to the federal rate recognized by the IRS.

18.2 Any employee required to serve in two or more buildings in a single day shall be reimbursed for travel between buildings at the rate equal to the federal rate recognized by the IRS.

ARTICLE 19 - SENIORITY BID SYSTEM

19.1 All buildings owned, operated, or staffed by the Shadyside Local School District shall be posted with "Vacancy Notices" in an open area accessible to all employees in the employees' check-in building.

19.2 When a vacancy, which the Board intends to fill, occurs due to retirement, resignation, leave of absence, death, promotion, or creation of a new position, a "Vacancy Notice" shall be posted for five (5) working days. Such posting will occur within ten (10) working days of when such vacancy occurs.

19.3 Employees desiring the position shall submit their bid to the Board during the five day posting period mentioned above. The "Vacancy Notice" shall contain a description of duties, salary range, shift times, and work location(s).

19.4 The vacant position shall be offered first to the senior employee, from within the classification when the vacancy occurs, who bids on the job. If no employee from the classification bids the job the job shall be awarded to the employee with the greatest seniority from among those bidding for the position, provided that he/she has the necessary qualifications.

19.5 Seniority is defined as the length if continuous service as an employee of the Board.

a) Board approved leave of absence will not interrupt seniority.

b) The date an employee commences work in a bargaining unit position (DOFS) will be recorded in the board minutes when the employee is first hired.

c) If two or more employees have the same DOFS, seniority will be determined by: 1) Date of the Board meeting at which the employee was first hired; 2) If hired at the same Board meeting, seniority will be determined by drawing of lots.

19.6 The Board shall make available to the Union a current seniority list of all bargaining unit members once each calendar year, by February first.

19.7 All original and promotional employees shall serve a probationary period of ninety (90) days and no appointment or promotion shall be final until the successful completion of the probationary period. Any employee that receives a promotion from one classification to another (e.g. aide to secretary), shall be placed on the salary step of the new classification that results in the first increase in pay. If the employee is currently on Step 6, the employee shall be placed on the salary step of the new classification that results in the first increase in pay, plus one step.

19.8 Any employee that is promoted or who moves into a newly created position, such employee's seniority shall remain with him/her after completion of said ninety (90) days of probation.

19.9 All bids shall be awarded within ten (10) working days of the close of the posting period mentioned in 19.2 above; unless circumstances exist, and have been explained and agreed to by the union which would make this deadline impractical to meet.

19.10 The Local Union President shall be notified in writing of all "Vacancy Notice" postings regardless of when they occur.

19.11 Only regular employees who are part of the bargaining unit as defined in Article I of this Agreement are eligible to accumulate seniority.

19.12 Part-time (less than 8 hour day) bargaining unit employees who wish to perform

substitute work shall be placed on the substitute list for the classification(s) for which they are interested and qualified. Said employee shall be offered substitute work before non-bargaining unit substitutes on a rotating basis.

All bargaining unit members who perform substitute work will be paid at "Step 0" of the classification scale.

Finally, after all bargaining unit members on the substitute list who are available and in the applicable classification have been contacted for substitute work, administration has the right to subcontract work.

ARTICLE 20 - LAYOFF AND RECALL

20.1 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:

a) The number of persons affected by a reduction in force will be kept to a minimum as far as possible by not employing replacements for employees who retire, resign, or pass away, etc.

b) When it is necessary to lay off employees for the reasons set forth above, employees shall be laid off in the reverse order of seniority with the least senior employee laid off first (by classification).

c) The Administration shall determine in which classification any layoff shall occur and the number of employees to be laid off. Initial probation employees, government program employees, seasonal, or casual employees shall be laid off before any regular employees.

d) Employees laid off pursuant to this Article shall be recalled in reverse order of layoff. Regular employees shall be recalled to anticipated positions before any probationary, seasonal, casual employees, or government program employees are reinstated.

e) A laid off employee shall remain on the recall list for two years, unless he waives his recall rights in writing, fails to accept recall to a position in his classification, or fails to report to work within ten days (working day) after a written notice of recall is sent to his last address.

f) In the event of a layoff, an employee may bump an employee in his classification with less seniority. If unable to replace an employee in his classification, the laid off employee may bump into another classification on the basis of seniority, provided the employee has had previous

successful experience in the new classification, within this district.

g) The Union shall be given 30 calendar days notice of any proposed layoffs.

ARTICLE 21 - HOURS OF WORK

21.1 All classified employees shall be guaranteed the pay provided for in their respective contracts.

21.2 There will be no sub-contracting by the Board to replace any regular classified employee covered under this agreement.

21.3 All eight (8) hour per day employees will be granted a one-half hour lunch per day. Lunch will not be taken at the beginning or end of a shift.

21.4 Bus drivers who are required to possess state or federal certification (including, but not limited to, CDL) to perform the duties of their job, will have the cost of re-certification paid by the Board.

ARTICLE 22 - OVERTIME

22.1 All overtime shall first be offered to qualified employees within the classification on a rotating basis, by seniority and using the following formula:

a) Overtime work will be first awarded to the regular 40 hour employees performing such duty.

b) If a senior full time employee within a job classification declines overtime; it shall be offered to the next senior employee within that job classification that the overtime is needed, and continued down the seniority list.

c) If all employees within a job classification decline overtime, it shall be offered to the senior qualified employee within the bargaining unit. Such overtime out of classification shall be on a rotating basis.

22.2 All hours over forty (40) in one week shall be paid at the rate of one and one-half (1-1/2) times the regular rate. If the employee agrees to take compensatory time, it shall also be given at the rate of time and one-half (1-1/2).

22.3 When an employee is called in to work outside his/her normal work hours, a minimum of two hours will be paid at his/her regular hourly rate. Bus drivers excluded.

22.4 A food service employee shall be on duty when the kitchen equipment (refrigeration and serving line excluded) is used for scheduled activities with a minimum of two (2) hours pay. Such hours shall be considered hours worked for the purpose of computing overtime.

22.5 When an outside organization uses the school facilities, a custodian shall be on duty with a minimum of two (2) hours pay.

22.6 When a building is in use and a custodian is not on duty, if the building is left in a condition below acceptable standards for a normal school day usage, then the building custodian shall be directed to correct the condition. The principal is authorized to approve the required overtime. The custodian shall report such conditions to the principal as soon as possible.

22.7 Should an employee who is assigned to act as security for building use be requested to perform custodial duties, the employee will be paid the applicable custodial rate of pay for all hours during which he or she performs custodial duties.

22.8 In respect to preparation and clean-up for basketball games, the procedure developed 1/19/93 by the Superintendent titled, "Custodian Duties for the Memorandum of Understanding" shall be utilized.

ARTICLE 23 - LEAVE OF ABSENCE

23.1 Upon written request the Board will grant a leave of absence for a period of one (1) year to employees for educational or professional purposes, and for two (2) years where illness or disability is the reason for the request.

23.2 Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he was on leave.

23.3 If after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he is hired by the Board as a regular employee within a year after his employment as a replacement, he shall receive credit for his length of service with the Board during such replacement period.

23.4 Any credit awarded to an employee mentioned above shall be in compliance with 3319.08 of the Ohio Revised Code.

ARTICLE 24 - ASSAULT LEAVE

24.1 When an employee of the Board is absent due to a physical disability resulting from an assault suffered in the course if such employment such employee shall be maintained on full pay status during the period of absence in accordance with the provisions hereinafter set forth.

24.2 An employee shall be entitled to a minimum of fifteen (15) days and a maximum of one-half his sick leave accumulated at the time of the request for assault leave.

24.3 To be entitled to assault leave, the employee shall file and pursue in good faith a claim for Workers' Compensation regarding the incident. Failure to do so shall result in forfeiture of this policy.

24.4 All compensation received hereunder shall be reduced by the amount of Workers' Compensation benefits received by the employee.

24.5 Rejection of the claim by the Industrial Commission and Bureau of Workers' Compensation of Ohio shall be prima facia basis for the rejection by the Board of an employee's request for assault leave.

24.6 Requests for assault leave shall be made on forms prescribed by the Board and signed by the employee requesting the use of the assault leave.

24.7 The initial request for assault leave shall be for a maximum of fifteen (15) days. Additional requests for assault leave may be made for periods not exceeding ten (10) days, up to the maximum leave allowed herein.

24.8 If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved or continued.

24.9 Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment (under Article 10 of this agreement). In the event a request is made for the use of assault leave for more than fifteen (15) days, the Board may require an examination of the employee by a licensed physician chosen by the Board for the purpose of securing from that physician his medical opinion regarding the existence, nature, and duration of the claim disability. The employee requesting the leave shall waive the physician-patient privilege regarding said opinion as the same applies to the Board, its agents, or legal representatives. Failure to comply with this provision shall be cause for

denial of continuation of assault leave.

24.10 If assault leave is denied or forfeited pursuant to the provisions of this Article, leave previously taken pursuant to a request for assault leave shall be redirected toward sick leave earned or earnable.

24.11 Assault leave may be denied for assault suffered as a result of provocation by the employee, or assault suffered as a consequence of an employee's failure to exercise reasonable care for his own safety.

ARTICLE 25 - PARENTAL LEAVE

25.1 Employees have the option of requesting a leave of absence, not to exceed one year, with the option of an additional leave of absence according to section 3319.13 of the Ohio Revised Code, or of resigning for the purpose of child care.

25.2 The Board will permit a pregnant employee to use her accumulated sick leave following said pregnancy. The length of time shall be determined by her attending physician in a statement to the Board.

25.3 These provisions shall also apply to adopting parents.

25.4 The Board of Education reserves the right to require a further examination by its own physician in cases of absences after a birth.

ARTICLE 26 - PERSONAL LEAVE

26.1 Each classified employee shall be allowed three (3) days of unrestricted personal leave each school year. No more than one employee per building in his/her classification may be absent on any one day for personal leave reasons. Twelve (12) month employees shall be granted one day of unrestricted personal leave in addition to the three (3) unrestricted days above.

26.2 Classified employees wishing to take days of personal leave shall notify their immediate superiors at least three (3) days prior to the date of leave. An applicant for a personal leave day shall not be required to state the reason on the application form. If three days notice is not given, the immediate supervisor shall deny such leave unless in his sole discretion, reasons for failure to so timely notify, were beyond the control of the applicant.

26.3 Unused personal leave shall be converted to sick leave at the end of each school year.

26.4 All ten-month employees employed in the district for ten years or more shall receive 1 additional leave (other) day with pay for each two years of service in the district above the minimum ten years, up to a maximum of five accumulated days. These days are not subject to penalty in any attendance incentive bonuses. These days are not cumulative.

26.5 All nine (9) month employees employed in the district for ten or more years will receive one (1) additional leave day per year. This day is not subject to penalty in any attendance incentive bonuses. These days are not cumulative.

ARTICLE 27 - SICK LEAVE

27.1 Each full time classified employee of the Board of Education shall be authorized sick leave consistent with the provisions of the Ohio Revised Code, ORC, and Board Policy presently in effect.

27.2 Each full time classified employee shall be entitled to sick leave credit of one and one quarter days (1 1/4) with pay for each completed month of service, for a maximum of fifteen (15) days per year. Accumulation shall be limited to two hundred and fifty (250) days.

27.3 Each full time classified employee shall be entitled to five (5) days of sick leave at the beginning of employment regardless of whether that amount has been accumulated. However, these five (5) days shall constitute a part of the total sick leave days for which such employee is eligible during the year. If a full time employee terminates employment prior to earning such five (5) days advance sick leave, the treasurer is authorized to deduct from the final salary of said employee an amount equal to the number of days paid in excess of sick leave actually earned at date of termination of service.

27.4 Upon verification of the sick leave accumulation of a classified employee who transfers from another public agency within the State of Ohio to employment within the Shadyside Local School District, the unused balance of his or her sick leave from that agency, up to the maximum allowed herein, shall be credited to the employee's sick leave accumulation.

27.5 When a full time classified employee is separated from employment with the Board, except in case of retirement, he will forfeit all unused sick leave, but such sick leave will be restored if the employee subsequently re-enters full time employment with the Board within ten (10) years of such separation.

27.6 A classified employee who has been granted a leave of absence shall retain his unused sick leave when he returns to the employment of the Board.

27.7 If an employee retires from full time employment with the Board of Education, he shall forfeit all unused sick leave accumulated to the date of his retirement to the extent that the same is used as a basis for payment f severance pay under Ohio Revised Code Section 124.391, and Article 33 of this agreement.

27.8 Sick leave shall be granted for the following reasons:

a. Personal illness
b. Personal injuries
c. Pregnancy
d. Exposure to contagious disease, which could be communicated to others.
e. Illness or injury to a member of the immediate family.
f. Death in the immediate family.

Immediate family shall mean any of the following:

Spouse, children, father, mother, brother, sister, grandfather, grandmother, aunt, uncle, or grandchildren of the employee or his/her spouse, or other persons who have assumed a similar legal relationship to the employee or his/her spouse. The Treasurer is authorized to withhold payment for sick leave until requirements for entitlement under the laws of the State of Ohio and this policy are met.

27.9 Upon the death of a member of the employee's immediate family, an employee shall be granted a three (3) day bereavement leave. Such leave shall not be deducted from the employee's sick leave accumulation. Should the employee require additional time, such additional time shall be deducted from the employee's sick leave accumulation.

Immediate family shall mean any of the following: spouse, children, father, mother, brother, sister, grandfather, grandmother, aunt, uncle, or grandchildren of the employee or his/her spouse, or other persons who have assumed a similar legal relationship to the employee or his/her spouse.

27.10 Sick Leave Transfer

When in the judgment of a bargaining unit member's physician, the bargaining unit member has suffered a catastrophic illness or injury and the bargaining unit member will exhaust all of his or her accumulated sick leave for the remainder of the school year, the bargaining unit member may request, through the Union, additional days to be transferred into his/her leave account from another employee. The Committee established in paragraph F, below, shall establish an internal

policy to administer such a transfer. The committee shall annually notify the Treasurer of the Board, in writing, of the number of days to be deducted, and from whom they are to be deducted. Included in the notice shall be a signed statement by the bargaining unit member involved authorized the Board Treasurer to transfer the days. Additional limitations:

a) Donations from a bargaining unit member cannot exceed thirty percent (30%) of the bargaining unit member's sick leave accumulation.

b) Sick leave cannot be transferred if the bargaining unit member has applied for and been granted disability retirement.

c) The recipient bargaining unit member must exhaust his/her own sick leave days prior to being granted donated days.

d) The total number of transferred days a bargaining unit member can use is two hundred (200) days in one fiscal year.

e) The Union will defend and hold the Bard harmless against claims by a bargaining unit member against the Board relating to the committee's administration of the sick leave transfer days.

f) The Sick Leave Bank Committee shall be prorated in accordance with the regular number of hours worked by the donating and receiving employees. Example: 1 day donated or received by a six hour per day employee would equal one and one half (1 ½) days donated or received by a 4 hour per day employee and two thirds (2/3) of a day donated or received by an 8 hour per day employee.

ARTICLE 28 - FAMILY AND MEDICAL LEAVE

28.1 In accordance with the Family and Medial Leave Act of 1993 (FMLA), bargaining unit members will be entitled to a maximum of twelve (12) work weeks of unpaid leave during any twelve (12) month period for the following reasons:

a) Due to the birth of a son or daughter of the employee in order to care for that son or daughter.

b) Due to the placement of a son or daughter with the employee for adoption or foster care.

c) In order to care for a spouse, son, daughter, or parent.

d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

Entitlement to child care as defined in sections A & B above will end upon the child reaching age two (2), or twenty-four months after the date of adoption or foster placement.

28.2 Bargaining unit members must give the Board at least a thirty (30) days notice of their intent to use Family and Medical Leave, except as provided in other provisions of this collective bargaining agreement or in an emergency situation.

28.3 Bargaining unit members will not be required to use their accumulated paid leave prior to using the twelve (12) weeks of unpaid leave. However, once the employee elects the type of leave (paid or unpaid) that he or she will take, he or she may not switch to another leave without Board approval.

28.4 Medical certification may be required to substantiate leave for reason stated in section .01 b above with the Board having the option of requiring a second opinion. Should the Board request a second opinion, the cost of this second opinion will be borne by the Board. Medication certification will include the following:

a) The date the condition began.

b) The probable duration of the condition.

c) A statement that the bargaining unit member is unable to perform the essential functions of his or her position during this period of leave.

28.5 Bargaining unit members may use family and medical leave on an intermittent or reduced leave schedule basis.

28.6 Health insurance benefits will continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of the health insurance premium. Health insurance benefits may be continued beyond the twelve (12) week entitlement in accordance with the C.O.B.R.A. Law unless the terms of this agreement provide otherwise.

28.7 For the purpose of this article, the following definitions will apply:

a) "Serious Health Condition"

1. An illness, injury, impairment, or physical or mental condition, which involves patient care of three (3) or more days in a hospital, hospice, or residential care facility.

2. Continuing treatment of at least two (2) or more visits or supervision by a health care provider.

28.8 It is the intent of the parties that no provision of this agreement will deny any employee of any benefit granted by the Family and Medical Leave Act of 1993 nor will the provisions of the FMLA be used to deny an employee of any benefit granted by this agreement.

ARTICLE 29-CALAMITY DAYS

29.1 All employees shall be paid their appropriate rate of pay for all days or parts of a day when the schools in which they are employed are closed owing to an epidemic or other public calamity.

29.2 When classes are dismissed early due to weather conditions, all employees will be released from work at the appropriate time with pay and those employees who have not yet started work will consider the day to be a calamity day.

29.3 When the Maintenance Supervisor wishes to have maintenance of custodial work performed on a calamity day, he will first offer the work to maintenance and custodial employees whose regular shift is in progress. Should additional employees be necessary, the Maintenance Supervisor will offer the work to other employees, in these classifications, who are qualified to do the work, on a rotating seniority basis, with the most senior employee receiving the first offer.

29.4 Any employee who performs duties on a calamity day (snow day) for the Board, or reports to work, shall be paid extra pay at one half (1/2) the regular hourly rate in addition to the regular day's pay. The calamity day shall begin when the administrative decision is made to call off school and shall end when the administration determines that hazardous conditions no longer exist.

29.5 All twelve month employees will be required to report to work for a minimum of 4 hours at supervisor's discretion and/or needs at a rate of 1/2 (half) the regular rate in addition to regular day's pay. After the fifth calamity day, all "twelve month" employees will be required to report to work at regular pay.

ARTICLE 30 - HOLIDAYS

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

New Years Day
Martin Luther King Day
President's Day (unless school is in session)
Good Friday
Memorial Day (If the employee's school/work calendar encompasses this Holiday)
July 4th (12 month employees only)
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve (12 month employees only)
Christmas Day
New Years Eve

30.2 Any employee required to perform work on a paid holiday shall be paid at the rate of one and one-half (1-1/2) times his regular rate of pay.

30.3 Any approved holiday that falls on a Saturday shall be observed the previous Friday; any approved holiday that falls on Sunday shall be observed on the following Monday.

ARTICLE 31 - VACATIONS

31.1 All employees who work eleven or more months are entitled to, and will be granted upon request, the following vacation with pay each school year.

a)	First year of employment	-	1 week
b)	2 through 6 years	-	2 weeks
c)	7 through 13 years	-	3 weeks
d)	14 years through 21years	-	4 weeks
e)	22 years and beyond	-	5 weeks

31.2 The Superintendent may restrict an employee's utilization of vacation for the time the employee requested, if extreme conditions exist which would necessitate the employee's presence at work.

31.3 Effective July 1, 1997 the maximum accrued vacation will be forty (40) days. Vacation accrued in excess of forty (40) days will be forfeited.

31.4 Upon separating from employment a full time employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued to his/her credit for the two years immediately preceding his separation.

ARTICLE 32 - INSURANCE

32.1 Insurance - COG plan rules within OMERESA and remain with Health Plan as provided in 8/1/12 summary attached and as adopted by teachers.

In order to be eligible for the various insurance programs here under an employee must:

a) Fall within one of the categories listed in (b) or (c) below, or have been employed in the district prior to September 1, 1979.

b) If a bus driver works full time on a morning and afternoon bus run or the equivalent.

c) All other employees must work at least six (6) hours per day, one hundred and eighty (180) days per school year.

d) Other employees working less than six (6) hours per day (not including bus drivers) shall have the option to purchase full insurance coverage, or individual plans as desired, with the Administration assuming 50% of the total premium paid for full time employees.

e) Bus drivers hired after the ratification date of this contract (1993-96) shall be eligible for insurance benefits with the administration assuming a prorated share of the total premium paid for full time employees on the basis of 6 hours being full time.

32.2 The Board of Education shall pay 90% of the single and family premium for the current plan or its equivalent covering hospitalization, prescription, outpatient and surgical benefits and 100% of the premium cost for Major Medical insurance for all single and family plans taken by classified employees.

32.3 The Board will provide eligible employees a double indemnity term life insurance policy as follows:

Up to $15,000.00 - $15,000.00
$15,000.00 and up - $20,000.00

32.4 The Board of Education shall pay 100% of the premium for the current Dental insurance plan or its equivalent for all classified employees. Effective July 1, 2008 the Board of Education's share of the premium shall be 90% of the premium for this coverage.

32.5 The employer shall pay eighty percent (80%) and employees shall pay twenty percent (20%) coinsurance for generic or brand name drugs without a generic. Prescription drug co-insurance applies to out-of-pocket maximum. Out of pocket maximum includes deductibles.

32.6 Any change in carrier shall be made only after the new plan has been presented and explained for the Union membership.

ARTICLE 33 - SEVERANCE PAY

33.1 The Board of Education shall pay any employee who elects to retire from a classified position, his/her accumulated but unused sick leave, to a maximum of 75 days, at his/her regular rate of pay. All remaining days of accumulated but unused sick leave shall be paid to the employee at the rate of ten ($10.00) dollars a day.

33.2 Such payment shall be made in cash.

33.3 The Treasurer is directed to advise all individuals who have retired to establish procedures for the processing of applications and to process such applications for conversion of sick leave from employees who retired.

ARTICLE 34 - PAY DAYS

34.1 All employees pay shall be calculated on a yearly basis and employees shall be paid on a bi-weekly basis.

34.2 When pay day falls on a holiday, the preceding day shall be pay day, with the employees receiving his/her pay during the normal hours of his/her shift.

ARTICLE 35 - DISTRIBUTION OF AGREEMENT

35.1 Within thirty (30) days after the execution of this agreement, and following a review by both parties, the Union will provide a copy of this Agreement to every employee in the bargaining unit. An additional five (5) copies will be made available to the Local 547 President and to the Administration. The cost of said copies will be shared equally by the administration and the Union.

ARTICLE 36 - SALARY ADJUSTMENTS

36.1 The Board agrees to grant the employees covered by this agreement the salaries as depicted in ARTICLE 37.

36.2 Longevity Increments

a) A three hundred and fifty dollar ($350) increment shall be paid to any employee completing sixteen (16) years of service in public education.

b) An additional three hundred and fifty dollar ($350) increment shall be paid to any employee completing twenty (20) years of service in public education.

c) An additional three hundred and fifty dollar ($350) increment shall be paid to any employee completing twenty-five (25) years of service in the district.

d) An additional three hundred and fifty dollar ($350) increment shall be paid to any employee completing thirty (30) years of service in the district.

36.3 The Board of Education agrees to pick up (assume and pay) contributions to the School Employees Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

a) The amount to be picked up on behalf of each employee shall be equal to the current employee contribution to SERS. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.

b) The pick up percentage shall apply uniformly to all members of the bargaining unit.

c) No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick up.

d) The pick up shall apply to all compensation including supplemental earnings.

ARTICLE 37 - SCHEDULES

37.1 The following Schedules for aides, bus drivers, cooks, custodians, bus and building maintenance, ten month secretaries, high school secretary and security guard are included herewith and made a part hereof:

37.2 They contain the following adjustments:

Effective August 31, 2012 - Salary frozen 0% increase (No freeze on salary steps)

During the 2012-2013 school year - For each bargaining unit member employed as of July 1, 2012 and still employed as of December 1, 2012, he/she will be paid a 3% stipend on his/her individual salary to be paid on the first pay in February.

Effective August 31, 2013 - Salary frozen 0% increase (No freeze on salary steps)

During the 2013-2014 school year - for each bargaining unit member employed as of July 1, 2013 and still employed as of December 1, 2013, he/she will be paid a 2% stipend on his/her individual salary to be paid on the first pay in February.

Wage Schedules

2012-2013 and 2013-2014

Classified School Year 2012-2013 effective September 1, 2012
Classified School Year 2013-2014 effective September 1, 2013

Position	0	1	2	3	4	5	6	7	8	9	10
10 mo. Sec.	$11.40	$12.00	$12.60	$13.03	$13.53	$13.70	$13.88	$14.06	$14.73	$14.91	$15.09
12 mo. Sec.	$11.40	$12.00	$12.60	$13.03	$13.53	$13.70	$13.88	$14.06	$14.73	$14.91	$15.09
Bus/Bldg Mt	$12.35	$12.95	$13.55	$13.98	$14.48	$14.65	$14.83	$15.01	$15.68	$15.86	$16.04
Cooks	$11.10	$11.70	$12.30	$12.73	$13.23	$13.40	$13.58	$13.76	$14.43	$14.61	$14.79
Custodians	$11.75	$12.35	$12.95	$13.38	$13.88	$14.05	$14.23	$14.41	$15.08	$15.26	$15.44
Bus Drivers	$13.75	$14.35	$14.95	$15.38	$15.88	$16.05	$16.23	$16.41	$17.08	$17.26	$17.44
Aides	$10.35	$10.95	$11.55	$11.98	$12.48	$12.65	$12.83	$13.01	$13.68	$13.86	$14.04

SUPPLEMENTAL SALARY PROVISIONS

POSITION	WORKDAYS	HOLIDAYS	TOTAL DAYS	HOURS/DAY	HOURS/YEAR
Aides	180	8*+	188/189/190	6.5	1222/1228.5/1235

When aides spend work time on real and bonafide EMIS work tasks, they shall be compensated at step 0 of the 10 month secretary scale, or the next 10 month secretary step which results in an increase in pay. Work time spent on computer and the like, to accomplish routine periodic activities, such as attendance, grades, etc., shall not count as EMIS time.

Bus Drivers	180	8*+	188/189/190		

Bus drivers will be compensated at "Additional Trip" rate of pay for time spend in required and local training that may extend beyond the regular contract day. Effective September 1, 2009, Bus Drives will be paid $10.50/hour for field strips, activity and athletic trips from time of departure to time of return to $21.00 minimum. September 1, 2010, Bus Drives will be paid $10.50/hour for field strips, activity and athletic trips from time of departure to time of return to $21.00 minimum.

Cooks	182	8*+	190/191/192	6	1140/1146/1152

$.10 per hour for Head Cook

Custodians	249	11+	260	8	2080

$350.00 for Boiler Operator's License
$.20/hour x 188 days for afternoon turn (1504 hours x $.20 = $301.00).

Bus/Bldg Maintenance	249	11+	260	8	2080

Ten Month Secretary	205	9+	214/215/216	7	1498/1505/1512

High School Secretary	249	11+	260	8	2080

Security Guard					

$6.64 per hour

*Will be nine to include Memorial Day if the school calendar encompasses this holiday in that year.

+ The number of holidays will increase by an additional day to include President's Day unless school is in session.

ARTICLE 38 – INSURANCE COMMITTEE

38.1 The Union and Board agrees to participate in a committee composed of representatives of both bargaining groups (SEA & OAPSE), the Administration, and the Board of Education. The committee objective shall be to develop a set of recommendations to address cost control and containment of the District's insurance program.

ARTICLE 39 – PERSONNEL FILE

39.1 Any employee can request to see, and will be permitted to examine, his personnel file, solong as the employee does not remove any article from his/her file.

39.2 Any record of any disciplinary nature held in an employee's file must have been brought to his/her attention in order to be considered valid. The following should be conclusively presumed to have been brought to his/her attention:

a) Employee's signature on the record or report.

b) The signature of a witness who witnessed the employee's refusal to sign the record or report.

39.3 All reports in any employee's file shall be kept as follows:

a) Reprimand shall be removed after two (2) years, provided no intervening discipline has occurred.

b) All disciplinary action shall be removed after two (2) years, provide no penalty greater than a written reprimand has occurred in this two (2) year period.

c) All other records shall be kept for only two (2) years after his/her departure from the system, except as otherwise directed by law.

39.4 Any complaint or other data concerning an employee must be signed in order to be placed in an employee's record file.

39.5 Any employee may receive photocopies of any material (except confidential) in his file, upon payment of a fee for copying and supplies.

ARTICLE 40 - SAFETY

40.1 The Board of Education agrees to:

a) Provide a safe and secure work place.
b) Provide safety information and instruction as required.
c) Provide training on new equipment when appropriate.
d) Provide copies of reports, which could affect employee's health.
e) Provide specialized safety protection for all employees as necessary.
f) Provide for the discussion of pertinent safety issues at labor/management meetings.

40.2 An employee acting in good faith has the right to refuse to work under conditions, which the employee reasonably believes presents a danger or death or serious physical harm to the employee. The employee shall point out to his/her supervisor the existence of such condition.

The supervisor shall be required to make a ruling on this matter. If the supervisor's ruling is in conflict with the employee's good faith report, this matter shall be placed before a safety committee who will have the final jurisdiction on this matter. (The safety committee shall be composed of one Board of Education representative and one OAPSE representative).

The supervisor shall either make arrangements to have such condition corrected or assign the employee to other duties. Employees qualified to perform duties necessary to correct this condition may be assigned to perform such corrective action.

40.3 Employees shall practice good safety habits: wear proper safety attire and use good safety sense in the performance of their duties.

ARTICLE 41 - ATTENDANCE INCENTIVE

41.01 Eligibility Requirements

Any employee who uses less than the number of days of leave listed in the chart below in any three (3) month period (quarter), in which the employee is scheduled to work, shall receive a payment payable the second pay period of the following quarter.

Death in the family, court summons, jury duty, professional leave, assault leave, military leave, and vacation days shall not count as a portion of the leave referred to below.

Three (3) unauthorized tardies shall count as one (1) of absence.

41.02 Employees will be compensated, during each quarter, in accordance with the following:

Days Missed	0	1	2
September, October, November*	$150	$125	$75
December, January, February	$150	$125	$75
March, April, May*	$175	$150	$100
June, July, August	$150	$125	$75

* For employees that work less than two hundred sixty (260) days, the quarter shall be extended to the beginning of school year workdays prior to September and to the end of school year workdays after May

41.03 In addition to the provisions of Section 41.02 above, any employee who uses one (1) or less days of leave in the twelve month period beginning September 1 each year shall receive an additional payment of one hundred and twenty-five dollars ($125) payable the last pay period in September. The maximum entitlement under this provision is $600.00 for less than eleven month employees and $750.00 for eleven and twelve month employees.

For the purpose of this section those absences, consisting of long term personal illnesses, reasons appropriate to the FMLA, and those mutually agreed to by the parties, which consist of thirty (30) consecutive working days will not be used in the calculation.

ARTICLE 42 - COMPUTER NETWORK SECURITY

42.1 The Ohio Association of Public School Employees, Local 547, recognizes that the management of the computer network and Internet is the responsibility of the Administration of the Shadyside Local School District (SLSD). As such, the Board of Education shall ensure that staff members will comply with all network and Internet acceptable use policies approved by the SLSD. OAPSE, therefore, recognizes the following:

Any user identified as a security risk or having problems with other computer systems may be denied access.

If any user violates the network or Internet or general computer network

provisions, there account can be terminated by the SLSD or other network entity and future access may be denied.

Holders of district, building, and teacher-level accounts, who are found in violation of network usage and security policies, may have their privileges revoked.
The SLSD has the right to take legal actions, if warranted, for misuse and/or violation of network policies.

Any misuse of the account will result in suspension of the account privileges and/or other disciplinary actions subject to Article 10, Discipline and Suspension, or the parties' agreement.

1. Intentionally seeking information on, obtaining copies of, or modifying files, or data, or passwords belonging to other users.

2. Misrepresenting other users on the network.

3. Malicious use of the network through hate mail, harassment, profanity, pornographic material, vulgar statements, or discriminatory remarks.

4. Interfering with other use of the network.

5. Extensive use for non-work related communication

6. Illegal installation of copyrighted software.

7. Unauthorized downsizing, copying, or use of licensed or copyrighted software.

8. Transmission of any material in violation of U.S. or state regulation is prohibited. This includes, but is not limited to: Copyrighted material, threatening or obscene material, material protected by trade secrets.

9. Use for "for-profit" activities, unless covered by acceptable use provisions.

10. Use for commercial transactions, product advertising, employee recruiting or political lobbying.

11. Vandalism as defined by any malicious attempt to alter, destroy or reduce the usability of data of another user, system, or network connected to the district, OME-RESA, the OECN or the NSHNET Internet backbone. This includes but is not limited to the uploading of creation of computer viruses, worms, Trojan horses, etc.

12. Failure to keep user name/password secure.

13. Use of the network for illegal activities.

14. Attempts to gain access to unauthorized systems or areas of the network.

15. Failure to abide by policies of other networks/systems while using their facility.

For each file received through a file transfer, the staff member agrees to check the file with a virus, detecting program before opening the file for use. Should the staff member intentionally transfer unchecked files, shareware, or software, which infects the network with a virus and causes damage, the staff member will be liable to any all repair costs to make the network once again fully operational and may be subject to their disciplinary measures as determined by the District.

In consideration for the privileges to using the District and/or network resources, and in consideration for having access to the information contained on the network or by the network employees release the District, network and their operators and administration from any and all claims of any nature arising from their use, or inability to use the District and or network resources.

Employees agree to abide by such rules and regulations of system usage as may be further added by the SLSD and/or network.

ARTICLE 43 - DRUG AND ALCOHOL TESTING FOR TRANSPORTATION PERSONNEL

43.1 The parties shall comply with the Omnibus Transportation Employee Testing Act of 1991 and the rules published by the Federal Highway Administration (FHWA) and the U.S. Department of Transportation (DOT). Beginning January 1, 1996, the Employer shall conduct drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and the rules published by the FHWA. The Board is responsible for implementing and conducting the testing program. Cost of this testing shall be borne by the Employer. The Board will pay

the employees their hourly wage for any and all time involved in training and testing.

Any employee shall be immediately terminated for any of the following:

1. Refusal to submit to a screening or confirmatory test.

2. Refusal to submit to the approved rehabilitation program of the Employer.

3. Failure to complete the approved rehabilitation program.

4. Test positive for illegal drug. (For purposes of this section, "illegal drugs" are those prohibited by the act and obtained by the employee without a valid prescription.)

5. Test positive for alcohol in a prohibitive amount.

The term "prohibitive amount of alcohol" shall mean any of the following:

1. The concentration of more than six hundredths (.06) of one-percent 1%) by weight of alcohol in the person's blood.

2. A concentration of six hundredths (.06) of one-percent (1%) by weight of alcohol in a person's breath.

Any employee may notify the Employer prior to submitting to any drug or alcohol test that he or she believes that he or she may have a problem with drugs or alcohol. Upon receipt of such notice, the employee shall be accorded the opportunity to enter a rehabilitation program approached by the Employer. If the employee successfully completes the rehabilitation program, he/she will be restored to his or her employment. The cost of this program shall be borne by the Employer or the medical insurance carrier.

Persons whose test results of alcohol is less than the prohibitive amount of alcohol, as defined herein, but greater than a concentration of more than four hundredths (.04) of one-percent (1%) by weight of alcohol in the person's blood of a concentration of four hundredths (.04) of one-percent (1%) by weight of alcohol in a person's breathy, shall be afforded the opportunity to appear before a rehabilitation committee. With the concurrence of this committee, the employee may then enter a rehabilitation program approved by the Employer. Should the employee determine that it is not in the best interest of the school district and the

employee to enter a rehabilitation program, the employee may be terminated. If the employee successfully completes the rehabilitation program, he or she will be restored to his or her employment. The cost of rehabilitation program shall be borne by the employee or the employee's medical insurance, as applicable. A second such occurrence will result in the termination of the employee's employment.

The committee referred to in the above paragraph shall consist of two members chosen by the superintendent, two members chosen by the President of OAPSE L.U. 547, and one member who represents the community at large. The individual will be mutually agreed upon by the Superintendent and the OAPSE Local Union President.

Should an employee have sufficient sick, personal or vacation days to cover his or her absence during the time that he or she is enrolled in a rehabilitation program, the employee shall be entitled to apply these days toward the period of absence. Should the employee not have sufficient paid days off during his or her enrollment in rehabilitation, the employee will be granted an unpaid leave of absence in accordance with Article 23 of the collective bargaining agreement.

An employee who tests positive in an amount grater than two hundredths of one-percent (.02%) and less than fourth hundredths of one-percent (.04%) will be suspended for a period of 24 hours for the first occurrence. Upon a second similar occurrence (.02%-.039%) the employee shall be required to appear before the committee referred to above. This committee shall either recommend a second 24-hour suspension, the employee's completion of an approved rehabilitation program, or the termination of the employee's employment. A third such occurrence will result in termination of the employee's employment.

Upon successful completion of the rehabilitation program, the following procedure shall apply:

1. The employee must provide the Board of Education with written documentation from a licensed physician, which indicates that the employee is able to return to work.

2. The employee must provide the Board of Education with written documentation from the director of the rehabilitation program in which he/she has been enrolled that they are able to return to work.

3. Should the employee test positive after completion of the rehabilitation program, he/she shall be terminated.

ARTICLE 44 - DURATION

44.1 This Agreement shall become effective as of September 1, 2012 and shall continue in full force and effect through August 31, 2014

This contract is executed by the parties on the _____ day of _____, 2012.

For the Union:

President/Officer
OAPSE Local Union #547

For the Board of Education:

President/Superintendent
Shadyside Local Board of Education

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is by and between the Shadyside Local School District Board of Education (Employer) and the Ohio Association of Public School Employees OAPSE/AFSCME Local 4/AFL-CIO and its Local 547 (Union).

The Employer and the Union entered into a Collective Bargaining Agreement effective September 1, 2012 through August 30, 2014. The Union and the Employer have discussed and tentatively agreed to extend the current bargaining agreement (September 1, 2012 - August 31, 2014) in its entirety for the September 1, 2014 - August 31, 2015 contract year;

THEREFORE, The Employer and the Union agree to the following:

The terms and conditions of the employment governing the employees in the bargaining unit (Local 547) represented by the Ohio Association of Public School Employees OAPSE/AFSCME Local 4/AFL-CIO shall be the same as those set forth in the current negotiated Agreement (September 1, 2012-August 31, 2014) and will expire by its terms on August 31, 2015 with the following understandings and exceptions:

1. The 2014 salary schedule shall be applicable to the September 1, 2014 - August 31, 2015 contract year and there will be no increase in the base salary.

2. Employees shall receive all salary step increases in the current bargaining Agreement during the contract period of September 1, 2014 - August 31, 2015.

This Memorandum of Understanding shall become effective upon the signing of this Agreement by duly authorized representatives of the Board and the Union.

For OAPSE Local 547

Joe Pedersen

OAPSE Local ~~444~~ 547 President

Date Signed 07-14-14

For The Shadyside Local School District Board of Education

Board President

Date Signed 6-24-14

Superintendent

Date Signed 6-24-14

Melissa Vonic

Treasurer

Date Signed 6-24-14