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NEGOTIATED AGREEMENT

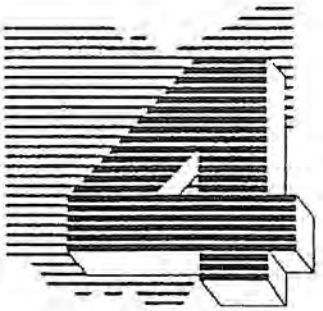
BETWEEN

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,

OAPSE/AFSCME LOCAL 4/AFL-CIO AND ITS LOCAL #017

AND

THE MEIGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION



July 1, 2012 – June 30, 2014

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AGREEMENT

This Agreement effective upon the ratification of both parties until June 30, 2014, by and between the Meigs Local Board of Education, hereinafter referred to as the "Board" and the Meigs Local # 17, of the Ohio Association of Public School Employees, AFSCME Local 4, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1
RECOGNITION

A. The Board recognizes the Union as the exclusive representative of non-teaching personnel in the prescribed bargaining unit below.

B. The bargaining unit shall include all non-teaching personnel exclusive of administrative and supervisory personnel under a regular contract employed by the district, including: Transportation Director, Cafeteria, Supervisor, Central Office Secretaries, Assistant Treasurer, Treasurer's Secretaries, Maintenance Supervisors, and any other supervisory positions. Any challenges shall be subject to and in accordance with ORC 4117.

ARTICLE 2
PRINCIPLES

A. The Board and the Union agree to comply with the Ohio Revised Code.

B. Neither the Board nor the Union shall engage in discrimination or intimidation against any employee as a result of race, color, creed, sex, national origin, disability or membership in the Union.

C. It is further recognized that non-certificated personnel have the right to join, participate in, and assist the Union, and the right to refrain from such, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

D. "Good Faith Negotiations" require that the Union and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties that party is obligated to give its reasons. "Good Faith" requires that both parties recognize negotiations as a shared process.

E. This agreement provides machinery for the orderly resolution of grievances, the Meigs Local Board of Education and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of the Meigs Local School District.

Therefore:

1. The Union agrees that neither it, its officers, agents, representatives or members will authorize instigate, cause, aid, condone or participate in any illegal strike or work stoppage.

2. The Meigs Local Board agrees that neither it, its officers, agents, representatives, Supervisors and or designees, individually or collectively, will authorize, instigate, cause, aid, condone or participate in any lockout of any employee covered hereunder.

3. If any action taken, violates this clause of the agreement, for the duration of the Agreement, the Contract shall be deemed terminated by the party at fault.

ARTICLE 3
AREAS FOR DISCUSSION AND AGREEMENT

A. This recognition constitutes an agreement between the Board and the Union to attempt to reach mutual understandings regarding matters related to O.R.C. 4117.08.

B. The Board and the Union recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Meigs Local School System. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Department of Education in accordance with such status.

ARTICLE 4
NEGOTIATION PROCEDURE

A. **Collective Bargaining Teams:** The Board, or designated Representative(s) of the Board, will meet with the Representatives designated by the Union for the purpose of negotiating and reaching mutually satisfactory Agreements. All collective bargaining shall be conducted exclusively between said Teams in executive sessions. The parties may call upon Professional and Lay Consultants to assist in collective bargaining. The expense of such Consultants shall be borne by the party requesting them. Each negotiating team shall consist of no more than five (5) persons and these shall be the persons who sit at the table. Alternates and other Representatives shall not be present unless a Team Member is absent. Said Alternate may then sit at the table to replace absent Member.

B. **Submission of Issues:** Either party may initiate negotiations by submission of the appropriate SERB form forwarded to the other party no later than one hundred twenty (120) days before the expiration of the contract. The parties shall hold their first negotiating session within one hundred five (105) days of expiration of the contract. All issues proposed for discussion shall be submitted in writing at the first meeting by both parties. No additional issues may be submitted by either party following the second meeting, unless mutually agreed by the parties. The second meeting, and all subsequent meetings, shall be called at time mutually agreed by the parties. The parties may mutually agree to use interest based bargaining IBB or a modified version of the modified process prior to negotiations. If the parties cannot agree on the process traditional bargaining shall be used to proceed with negotiations.

C. **Collective Bargaining Procedures:** Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Union for the purpose of affecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such collective bargaining in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting, as described in Paragraph B above, such additional meetings shall be held, as the parties may request, to reach an understanding on the issue(s), or until an impasse is reached. If an agreement is not reached within forty-five (45) calendar days before the expiration of the contract, the unresolved issues shall be submitted to a mediator appointed by the Federal Mediation and Conciliation Services.

D. **Caucus**: Upon request of either party, the bargaining meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes unless extended time is mutually agreed upon.

E. **Exchange of Information:** Prior to and during the period of collective bargaining, the Board and the Union agree to provide each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

F. **News Reports:** Union and Board representatives may make news releases during negotiations.

G. **Reaching Agreement:** As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When the consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Union and the Board for approval. Following approval by the Union, the Board shall act upon the tentative agreement at the next regularly scheduled meeting of the Board of Education.

ARTICLE 5
UNION SECURITY AND DUES CHECKOFF

A. The Board agrees to continue to honor dues deduction authorizations executed by the employee in favor of the Union in accordance with provisions of the Ohio Revised Code.

B. All employees who are not members of the Union shall pay a monthly agency fee equivalent to the monthly dues uniformly required of such members, not including initiation fees, fines or assessments, as certified by the Union to the Boards Treasurer before each school year and as further necessary to be accurate. Such payment shall be subject to a rebate procedure provided by the Union meeting all requirements of applicable state and federal law. Such agency fees shall be automatically deducted from such employees' paychecks.

C. Union dues and agency fees, as certified annually, shall be deducted in nine, ten, eleven, or twelve (determined by the Employee's normal months employed) equal and consecutive

installments. The Board shall not be responsible for any dues or fees after the Employee's employment terminates.

D. The foregoing provisions regarding agency fees shall be subject to all requirements of the Ohio Revised Code, Section 4117.09(C), when effective, and all other applicable laws of like subject matter.

E. The Union shall assume all costs incurred in the notification collection and enforcement of this Article. The Union shall pay all legal fees, judgments and court costs incurred by the Board with regard to this Article, provided there is no willful intent on the behalf of the board to violate any provision of this article. The Union reserves the right to select the attorney to represent the Board with regard to this article, subject to approval by the Board. If the Board disapproves the Union attorney, the Board shall assume the attorney fees incurred for representation in the Board's own behalf.

F. Local Union dues shall be deducted on the last pay in July of each year.

ARTICLE 6
EMPLOYEE GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is an alleged violation, misinterpretation or misapplication of the written agreement entered into between the Board of Education and the Union, setting forth the understanding of the parties upon those matters negotiated and agreed to.

2. A "grievant" shall mean an employee or group of employees within the bargaining unit alleging that some violation, misinterpretation, or misapplication of the aforementioned agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

3. The grievant shall receive fair and prompt treatment without fear or reprisal. All proceedings shall be handled in a confidential manner in accordance with these provisions.

4. A "day" shall mean any day in which school district administrative offices are open for business. The number of days indicated at each level shall be considered as maximum and shall not be exceeded. Lack of adherence to time limits by the grievant shall result in a waiver of the right to proceed unless mutual agreement of concerned parties is available. If the time limits are not adhered to by the administration, the relief shall be awarded to the grievant.

5. Copies of the documents pertaining to a grievance which has been filed shall be available for inspection pursuant to the Ohio Revised Code.

6. No grievant may be represented by any non-teaching organization other than the OAPSE Local # 17 in any grievance procedure initiated pursuant to this procedure.

7. No grievant shall be denied the right to legal advice and/or counsel. The grievant shall be entitled to representation by the Union and/or the employee's designated representative at all steps of the Grievance Procedure.

8. A grievance may be withdrawn at any level without prejudice or record.

9. Copies of all written decisions of grievance shall be sent to all parties involved: The Union President, the Aggrieved, the Treasurer, and the Administrator.

10. Forms for processing grievances shall be made available through all administrative offices in each building, the central administration building, and through designated officials of the Union.

B. Procedure

1. Level One - Informal

Any regular non-teaching employee with a problem must have first discussed this problem with his/her immediate supervisor before a grievance shall be filed. The discussion shall be documented, dated and signed by both parties. The problem shall have been discussed within fifteen (15) days after the alleged grievance occurs or after the grievant knew of the event or condition upon which it is based.

2. Level Two – Formal

If the informal discussion does not resolve the grievance to the satisfaction of the employee, such employees shall have the right to lodge a written grievance with the Superintendent.

The written grievance must be filed within ten (10) days of the Level One discussion.

A hearing shall be conducted by the Superintendent within five (5) working days after receipt of the written grievance. The aggrieved employee shall be advised, in writing, of the time, place and date of such hearing.

The Superintendent shall take action on the appeal of the grievance within five (5) working days after the conclusion of such hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the immediate supervisor, the Treasurer of the Board of Education and the President of the Union.

3. Level Three - Formal

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employees may appeal in writing to the Board of Education within five (5) days from the receipt of the written notice, and a hearing shall be conducted by the Board of Education at the next regularly scheduled Board meeting. The aggrieved employee and Union President shall be advised, in writing, of the time, place and date of such hearing.

The Board shall take action on the appeal of the grievance at the next regularly scheduled Board meeting after the Board hearing and shall notify the grievant of reasons for the action which shall be reduced to writing with copies sent to the employee, the immediate supervisor, the Superintendent, and the President of the Union.

4. Level Four - Formal

Within ten (10) days of the receipt of the action taken by the Board and if the aggrieved person is not satisfied with the disposition at Level Three, the employee may request in writing to the Union that the issue be submitted to binding arbitration. Arbitration will proceed only if the Union approves of the request to arbitrate and submits such approval to the Superintendent in writing within fifteen (15) days of the employee's request to arbitrate.

The Board and the Union shall jointly request a list of arbitrators from the Federal Mediation and Conciliation Service. If an arbitrator cannot be chosen from the list, the parties shall alternately strike arbitrators until only one remains and that arbitrator shall hear the case. Information submitted to the arbitrator shall be confined to the information and positions related in the lower levels of the grievance proceedings relative to the parties concerned.

The arbitrators shall have no power to alter, add to, subtract from the terms of the agreement, nor to recommend making any award which is inconsistent with the terms of the agreement, or contrary to law, nor alter any salary schedule.

The arbitrator shall make this finding report to the aggrieved, the Superintendent, the Treasurer of the Board of Education, and the President of the Union. The cost of the arbitration shall be shared equally by the Board of Education and OAPSE Local # 17.

ARTICLE 7
LABOR-MANAGEMENT COMMITTEE

A. The Board or its designated Representative(s) and the Union and/or its designated Representative(s) agree to meet and discuss issues and/or problems other than those included in this Agreement. Each Committee shall consist of up to four (4) members. Said

meetings will be held every three months, beginning in September of each year, or any other time mutually agreed to by the parties. The powers of the Committee shall be limited to recommending changes to the Administration or Board of Education.

B. Upon request, the OAPSE Local President shall be provided one copy of the minutes of each Board meeting during the term of this contract without charge.

ARTICLE 8
DISCIPLINE PROCEDURE

A. Discipline shall be imposed on employees of the bargaining unit for just cause.

B. Except in those situations where an immediate suspension is justified under the provisions of this agreement, an employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the supervisor. Such warning shall state the reasons underlying any intention the supervisor may have of recommending his disciplinary action.

C. When the Board/its designated official seeks the imposition of any disciplinary punishment, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee. Said notice shall be supplied to the Union President at the same time it is issued to the employee. The notice shall indicate:

1. The specific charges against the employee which shall include times, dates and location of chargeable actions or omissions.

2. The penalty proposed.

D. Records of disciplinary action placed in an Employee's personnel file shall be void after three (3) years and shall not be used as reference should there be any future offense.

ARTICLE 9
EMPLOYEE EVALUATION

A. An annual evaluation will be completed for all non-certified employees of the Meigs Local School District by their immediate supervisor.

B. Within ten (10) calendar days after the employee receives the evaluation, employees shall have a right to read the evaluation and attach a written response if they desire

C. Employees shall receive a copy of the evaluation and any attachments added by the administration.

D. An employee may request to see and will be permitted to examine his/her personnel file, so long as the employee does not remove any article from the file. An employee may obtain a

copy of his/her personnel file. Cost of reproduction of the file shall be paid by the employee.

ARTICLE 10
SICK LEAVE

A. All regular non-teaching employees will be granted fifteen (15) sick leave days per year, accumulated at the rate of one and one-fourth (1 1/4) days per month with unlimited accumulation.

B. Each member of the bargaining unit shall be entitled to an advancement of five (5) days of sick leave at the beginning of each school year to be charged against sick leave the employee earns, as it is earned. Sick leave days advanced must be repaid the same year.

C. Employees advanced five (5) days sick leave at the beginning of the school year who, because of extended illness or otherwise, cannot repay the sick leave in the same school year with earned sick leave, will have the used but unearned sick leave days deducted from their pay.

D. Each member of the bargaining unit shall qualify for sick leave absences with full pay, up to the total number of days accumulated. Sick leave may be used for one or all of the following reasons:

1. Personal illness

2. Disability resulting from pregnancy

3. Injury

4. Exposure to contagious disease which could be communicated to others.

5. Absence due to illness, injury or death in the employee's immediate family. The immediate family is defined as husband, wife, children, mother, father, stepparents, sister, brother, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, legal guardian or any member of the employee's same household.

E. Immediately upon returning from sick leave, each employee shall furnish to the Superintendent or his/her designee a written, signed statement on forms prescribed by the Board of Education indicating the employee was absent for one of the reasons set forth above. If medical attention was required during the period of absence, the employee's statement shall list the name and address of the attending physician and the date(s) he/she as consulted. If an employee fails to furnish the prescribed statement, then the Treasurer shall dock the appropriate number of days of pay from the employee's next paycheck.

F. Employee's shall receive a $400.00 incentive bonus for the non-use of sick leave days each year. A year for purposes from this paragraph is defined as June 1 through May 31. Payment of incentive bonus shall be made annually prior to June 30th. Donation of a day under payment of "catastrophic illness/injury" shall not be charged as the use of a sick leave day under this paragraph. Bargaining unit members may use up to three (3) days of sick leave for a death in the immediate family as defined in Article 10.D.5. and such leave shall not be charged as the use of sick leave for the purpose of calculating the incentive bonus under this paragraph.

G. Employees may transfer up to ten (10) days of sick leave in any one year to any other employee who has exhausted his/her accumulated sick leave as a result of a catastrophic illness/injury pregnancy is excluded. Employees must have a minimum of 50 days of earned sick leave to be able to donate sick days. The maximum number of days transferred to an employee will be 30 days per fiscal year.

1. Catastrophic is defined as:

   Employees paid by the Meigs Local School District may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the leave donation program is to allow employees to voluntarily provide assistance to the co-workers who are in critical need of leave due to the catastrophic illness or injury of the employee or a member of the employee's immediate family. The term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature constituting a great misfortune. The "catastrophic illness or injury" must be unusual, extraordinary, sudden or unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight.

2. Any request for a donation of sick leave due to a catastrophic illness/injury will be considered on a case-by-case basis. A committee composed of two (2) Superintendent-appointed members and two (2) Union-appointed members will make a determination of whether accumulated sick leave will be transferred to an employee. The decision of the committee is not grievable.

H. The Superintendent may (but need not always) require written certification to justify use of sick leave from the employee's physician when:

1. There is a pattern of use such as, but not limited to, workdays before or after a holiday or vacation period, on Mondays or Fridays, or a certain time of year.

2. There is a reasonable suspicion of sick leave abuse.

3. The employee is absent five (5) consecutive workdays.

4. The FMLA medical certification form may be used by the Board for this purpose. The certification will include the name, address and phone number of the attending physician and the dates when the physician was consulted.

I. The Superintendent may (but need not always) require the employee to be examined at Board expense by a physician or psychologist designated by the Superintendent when the Superintendent wishes to verify the employee's fitness for return to work or there is a reasonable suspicion of sick leave abuse. The Board-designated physician or psychologist shall provide a written report to the Superintendent.

ARTICLE 11
SEVERANCE PAY

A. The Meigs Local Board of Education shall pay severance pay to each non-certified employee who retires from employment in the Meigs Local School District. Payment under this section is to be made upon evidence of approval for retirement benefits from the School Employees Retirement System.

B. Such payments shall not, however, be made at the time of an employee's resignation from the Board of Education prior to retirement.

C. Such severance pay shall be computed from said employee's current per diem rate of pay and be based on all accumulated unused sick leave of that employee at the time of retirement utilizing a maximum of 180 days.

D. Such severance pay shall be computed by taking one-fourth (1/4) times the total number of sick days accumulated. Such severance pay shall not exceed the total per diem rate for forty-five (45) days. For every ten (10) day block above the maximum, the person shall be granted a one (1) day per diem. If a bargaining unit member dies while an employee of the Board of Education, a death benefit payment will be made by calculating the amount of severance pay that would be available if the person retired on the date of death and such payment will be made to the estate of the deceased employee or as otherwise authorized under Ohio law.

ARTICLE 12
PERSONAL LEAVE

A. All members of the bargaining unit will be granted pursuant to application three (3) days of personal leave per year. Unused personal leave days or any increment thereof shall be converted at the substitute rate of pay, or converted to sick leave days. Unless the bargaining unit member notifies the Treasurer by May 31, the days shall be converted to sick leave.

B. All personal leave requests shall be initialed by the immediate supervisor before being submitted to the central office for approval.

C. The following apply to all personal leave requests:

1. No personal leave shall be granted during the first five (5) days of school or the last five (5) days of school unless an emergency exists and prior approval is given by the Superintendent.

2. No leave shall be granted the day before or the day after a holiday or a vacation break unless an emergency exists and prior approval is given by the Superintendent.

3. Application must be made at least five (5) days in advance of the date of the anticipated leave unless an emergency exists. Emergency leave, if necessary, must be applied for upon the day the employee returns. In an emergency situation, disapproval of the application would mean a loss of pay.

4. No more than three (3) members of the bargaining unit from any one classification shall be approved for any one day.

5. Personal leave may be granted when weather conditions prohibit an employee from reaching his/her assignment, provided the employee notifies the immediate supervisor on the day in question and submits a request for personal leave the first day back to school.

6. One day of personal leave may be used as two (2) one-half days.

7. An employee may carry over up to two (2) unused personal leave days into the following year. Unused personal leave days or any increment not carried over shall be converted to sick leave. No employee may have more than five (5) personal leave days during any year. Unless the bargaining unit member notifies the Treasurer by May 31st, the days shall be converted to sick leave.

ARTICLE 13
ATTENDANCE AT STATE AND DISTRICT OAPSE MEETINGS

A. All bargaining unit members of the Board shall be granted permission to attend the Annual District OAPSE Meeting without loss of pay, providing classes are not in session.

B. The number of Delegates, as prescribed in OAPSE State Constitution and By-laws, shall be permitted to attend the Annual OAPSE Conference, without loss of pay for the required number of days, as long as the number does not exceed three (3) employees or three (3) days. If the delegate is an OAPSE District Officer, then the number of days to attend the conference will not exceed four (4) days. Thirty (30) days notice shall be given to the Superintendent for approval.

ARTICLE 14
LEAVES OF ABSENCE

A. Upon the written request of a regular employee, the Board may grant a leave of absence for a period of not more than two consecutive school years for educational, professional or other purposes, and shall grant such leave when illness or other disability is the reason for the request and provided medical certification is given to support such leave. The FMLA medical certification form may be used to support such request.

B. Any employee on a leave of absence due to medical or disability that occurred on the job, the Board of Education shall maintain full premium of the current hospitalization plan which the employee is enrolled at the time of the leave of absence. With the exception of FMLA, any employee on unpaid leave of absence granted by the Board of Education will be responsible for paying any monthly insurance premium. It is the responsibility of the employee to communicate with the Treasurer to determine the manner in which payment shall be made.

C. If the Board retains the employee employed for the purpose of replacing the employee on a leave of absence, then that employee shall retain all seniority rights from the date of entry into that position.

D. The Superintendent is authorized to approve leave without pay at his/her discretion. In order to take short-term leave specific written reasons will be given to the Superintendent. The Superintendent may grant short-term leave without pay for up to five (5) days per year.

E. Assault Leave

A bargaining unit member may be granted assault leave in the event that said employee is absent due to physical disability resulting from an assault by a student which occurs in the course of Board employment. In no event shall assault leave extend beyond twenty (20) consecutive working days, unless by Board approval. Assault leave will be granted upon the Bargaining Unit member meeting the following conditions:

1. An application for assault leave shall be on prescribed forms supplied by the Administration and shall be signed by the Bargaining Unit member and a licensed physician of the Board choosing that attests to the Bargaining Unit members disability and expected return to work.

2. Prior to the bargaining unit member return to work or the expiration of the assault leave the Board may have the bargaining unit member examined by a doctor of the Board choosing to decide the Bargaining Unit members' fitness to return to work.

3. The Bargaining Unit member agrees to cooperate in the prosecution and investigation of the person who assaults him/her by the local police authorities and prosecutor.

To qualify for assault leave, in addition to the items set forth above, the employee must file a claim with the Bureau of Worker's Compensation. All medical payments shall be applied for through the insurance carrier of the Board and if not payable then through Worker's Compensation. If the Worker's Compensation benefits are granted, the amount of these benefits shall be subtracted away from the assault leave benefits (per diem rate of pay) paid by the Board of Education.

If an employee becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his/her retirement.

Assault leave granted under this policy by the superintendent shall not be charged against sick leave earned, or leave granted under other leave policies adopted by the Board of Education.

F. Bereavement Leave

Bargaining unit member(s) may use three (3) days of sick leave annually for bereavement for individuals not within the employee's immediate family as defined in Article 10.

G. Family Medical Leave

Notwithstanding anything to the contrary in the provisions of this Agreement, the Board shall extend to all employees their respective rights and obligations under the Family and Medical Leave Act.

ARTICLE 15
INSURANCE

A. The Board shall provide for non-certificated staff life insurance according to the following:

B. The value of the group life insurance shall be in the amount of $40,000 per regular employee. There shall be a benefit reduction to employees attaining particular ages as specified in the insurance contract. The increase in benefit amount will occur upon premium payment by the Treasurer after execution of this Agreement.

C. The Board of Education shall provide hospitalization/medical/prescription insurance in accordance with the PPO Plan. There shall be a six percent (6%) in 2012-2013 and seven percent (7%) in 2013-2014 premium contribution by all bargaining unit members who utilize Board-provided insurance based upon the hospitalization/medical/ prescription drug plan costs. There shall be no increase in premiums during the plan year.

The Board shall purchase from a carrier licensed by the State of Ohio, basic hospital/ surgical/prescription insurance coverage which meets or exceeds the specifications as determined by the Anthem BC/BS Plan attached hereto. Said insurance shall be provided to each member of the bargaining unit, now or hereinafter employed, and his/her eligible

dependents. The full cost of such insurance and any increases thereof shall be paid by the Board, except as stated above. The effective date of coverage shall be January 1, 2011.

D. The Board of Education shall pay the full premium for a family dental plan

E. The Board of Education shall pay the premium for a family vision care plan.

F. In conjunction with the teacher bargaining unit, the parties shall create an Insurance Committee. The Committee shall have equal representation appointed by the Union Presidents and the Board. The Committee shall explore all insurance options and examine research and report methods of maintaining and improving benefits and reducing the cost of health insurance coverage. Written reports shall be provided by the Committee to the Board and each union concerning issues under study by the Committee.

G. The Board shall establish a Section 125 plan (premiums only) for the purposes of reducing taxable income.

H. Full-time employees who are eligible to be insured under the insurance plan provided in this agreement and who are insured under another health insurance plan may elect to opt-out of the Board provided insurance plan. Employees opting out of this plan shall receive an annual incentive payment of $1,800.00 payable at the second pay in June.

Newly hired eligible employees must notify the Treasurer within two (2) weeks of employment of their desire to participate in the opt-out program.

Eligible employees must notify the district Treasurer between May 15 and June 15 if they desire to change their insurance status. Otherwise, the insurance status of the employee will automatically remain in effect for the upcoming year.

An employee who must reacquire the Board provided insurances due to a COBRA qualifying event shall notify the Treasurer as soon as possible. The employee will be re-enrolled in the district insurance program subject to the provisions of the carrier.

Any incentive payment will be prorated for the number of months of the insurance year (September 1 – August 31) that the employee opted-out.

I. The 15% cap on any increase of the health insurance premium paid by a bargaining unit member shall not exceed 15% of the amount paid by the bargaining unit member during any plan year (12 months).

J. The Board will pay on behalf of bargaining unit members Fifteen Dollars ($15.00) per month for each bargaining unit member to participate in the AFSCME Care Plan Rx Drug Reimbursement.

K. For purpose of Article 15, a part-time employee is defined as a regular employee working four (4) hours or less per day. Part-time employees shall pay a prorated share of the premium to receive coverage.

ARTICLE 16
STANDARD WORK WEEK

A. The standard work week for all regular non-teaching employees shall be defined as five (5) consecutive days, Monday through Friday, with the exclusion of the Meigs High School. The Board reserves the right to hire new employees for other than the week defined above, as long as the newly hired employee is not hired to avoid an overtime payment.

B. Beginning with the first full week of summer recess and ending the first full week in August, custodial employees' scheduled workweek may consist of four (4) ten (10) hour days, Monday through Thursday or Tuesday through Friday. During the week in which the July 4th holiday is celebrated, the work schedule shall revert to five (5) eight (8) hours days. Custodial and maintenance employees shall have one and one quarter (1 1/4) days deducted from accumulated personal, sick or vacation days for any such day used during this schedule for any day that would have been worked as a ten (10) hour day.

C. Maintenance employees may choose to work four (4) ten (10) hour days, Monday through Thursday or Tuesday through Friday throughout the year. If two or more employees opt to work four ten hour days the work week shall be determined by seniority preference. When a holiday occurs during the week, the work schedule shall revert to five (5) eight (8) hour days. Maintenance employees shall have one and one quarter (1 1/4) days deducted from accumulated personal, sick or vacation days for any such day used during this schedule for any day that would have been worked as a ten (10) hour day.

ARTICLE 17
HOLIDAYS/OVERTIME FOR REGULAR EMPLOYEES

17.1 Holidays

All twelve (12) month employees shall be paid for the following holidays:

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

All other employee shall be paid for all holidays listed above except Independence Day as part of their regular contract compensation.

17.2 Overtime Hours

A. All hours of work in excess of eight (8) in a day or forty (40) in a week for all employees shall be paid at the rate of time and one-half the regular rate of pay. When employees are scheduled for a workweek consisting of four ten-hour days, overtime shall be paid only when the employee works in excess of forty (40) hours in a week.

B. All hours worked on holidays shall be paid double time (2) the regular rate of pay.

C. Sick leave, personal leave, calamity days, holidays and compensatory time shall be counted as time worked for the purpose of computing overtime.

D. Any employee called in to work outside the normally scheduled work day shall be paid a minimum of two (2) hours pay, provided such work is not contiguous with the normal shift.

E. Overtime Work

Overtime for custodians will be available on a building-by-building basis. Any custodian who desires to be considered for overtime work in their building must indicate, in writing, their desire to do so by the beginning of the school year to the Building Principal. Overtime will first be offered to the custodian assigned to the particular part of the building for which the need is indicated on the Building Use Form or as determined by the Building Principal. If that overtime is turned down, it will then be offered to custodians from the building based upon a rotating seniority list of those custodians who have indicated their desire to work overtime. A phone call will be made to off-duty custodians to determine their availability/desire to work the overtime. If there is no answer, the next custodian on the list will be called/contacted until the rotation is complete. Except in those cases where an emergency exists (as determined by the Building Principal – scheduled events do not constitute an emergency), custodians will not be required to work overtime. If all custodians in that building turn down the overtime work, it will then be given to a substitute custodian.

F. Employee pay for extra work due to building use requests shall be paid to the employee by the Board of Education and not by the group making use of the building.

ARTICLE 18
PAY PERIODS AND PAYROLL DEDUCTIONS

A. The annual salary shall be paid in twenty-six (26) equal installments. These installments shall begin on the second Friday of the school year and continue every other Friday for one (1) year. If, during the year, the pay date falls on a holiday, the installment shall be paid on the last non-holiday previous to the scheduled pay date. Should the last pay date of the year fall after the start of the new school year, the first pay date shall then be two (2) weeks

after the final pay date of the previous year. No more than once every seven years, a calendar adjustment may occur requiring a three-week space between the 26th pay date of one school year and the first pay date of the following school year. Any year in which this occurs, the Treasurer will notify the Association President no later than January 31st and representatives of the Association and the Board will meet to determine how the payroll will be addressed to minimize the affect.

B. Twelve (12) month employees annual paid dates shall be calculated each year as to formulate the actual number of days for pay purposes. This shall be calculated prior to July 1 of each year. The treasurer shall count the number of paid days between July 1, and June 30, of each year to determine the number of days each year to base a twelve (12) month employee's pay.

C. OAPSE P.E.O.P.L.E.

So long as a minimum of five employees are signed up and continue to be signed up for this 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 written authorization. Such authorization must be executed by the employee and may be revoked by the employee by giving written notice.

ARTICLE 19
SALARY NOTIFICATION

All bargaining unit employees shall be issued an annual salary notification of salary to contain the following: annual amount, hourly rate, hours per day, total number of working days, holidays, vacation days, and amount of accumulated sick leave.

ARTICLE 20
JOB DESCRIPTIONS

The Board shall maintain and update, when the Board deems necessary, job descriptions of the bargaining unit. Each employee shall have a job description distributed to him/her at the beginning of employment and upon any changes implemented by the Board of Education. Prior to the changing of job descriptions, the employee(s) affected will have reviewed said changes and may address the changes with the Board.

ARTICLE 21
CLASSIFICATION PAY

If any regular employee is required to and does perform work that is normally performed by an employee in another bargaining unit classification, such employee, for the time worked at the other classification, shall receive the rate of pay paid to the other classified employee.

ARTICLE 22
SENIORITY

A. Seniority shall be defined as the length of service within a particular classification, computed from the last date of hire in that classification as a regular employee. If two (2) or more employees have the same length of continuous service within a classification, seniority will be determined by: (1) the date of the Board meeting at which the employee was hired as a regular employee and then by; (2) the date the employee signed a regular initial employment contract of continuous service in the district, and then by; (3) alphabetical order, and then by (4) administrative decision.

B. Seniority shall be a major factor used in the following employment conditions:

1. Filling vacancies within a classification.

2. Shift preference when vacancies occur.

3. Right to apply for vacancies outside a particular classification. Although seniority is only within a particular classification.

4. Termination and subsequent rehiring in the event of decrease or subsequent increase of personnel.

C. 1. A notice of all vacancies to be filled shall be posted within ten (10) working days from the date the vacancy occurs. A notice of all vacancies shall be posted in all active schools and the bus garage for a minimum of five (5) working days. Employees desiring consideration for the position shall have five (5) working days from the last day of posting to notify, in writing, the Superintendent's office of their intent to apply. Vacancies shall be filled within thirty (30) working days of the first day of posting, except when it is necessary to employ a new hire to fill a vacancy during the period from January 1 to April 1 of each year.

2. If it is the Superintendent/Board's intent to fill the vacancy with a person within the classification, such intent must be made in writing to the applicant being considered within ten (10) working days of the end of the posting period and shall begin the position within five (5) work days of notice.

3. If the position is not filled by an employee within the classification, it may then be offered to an interested non-certified employee from another classification. If two or more employees are qualified for the position it shall be awarded to the most senior employee who bid.

4. Employees moving into another classification shall carry their years of service into the new classification for pay purposes (staying on the same step), effective upon ratification of the contract or January 1, 2007.

ARTICLE 23
TRANSPORTATION

A. Each driver shall thoroughly inspect his/her bus daily for vandalism, damage, or defects and report them immediately to the Director of Transportation.

B. The Board of Education policies and procedures related to bus drivers shall be explained in detail to all new drivers by the Director of Transportation as soon as possible after employment.

C. All rules established either by policy or the Department of Transportation shall be enforced by the drivers.

D. One driver, one mechanic and the Director of Transportation shall function as advisors when bus specifications are being written.

E. "No Parking" or "Bus Parking Only" signs shall be maintained at all schools Requests for signs at schools shall be directed to the Director of Transportation by the drivers.

F. All bus drivers shall be informed of school closings as soon as possible after the decision is made through a procedure approved by the Superintendent.

G. All bus drivers shall assist in reducing deadhead miles by exchanging routes when such change will result in fewer deadhead miles and consequent savings of fuel. Every effort will be made to base such changes on seniority when possible. However, the reduction of deadhead miles shall take precedence over seniority.

H. A bus driver can suggest whom he or she wishes to serve as the substitute. The final responsibility for obtaining and assigning substitute bus driver belongs to the Director of Transportation. Bus drivers will report to the Director of Transportation any abuse of the bus during the time it was the responsibility of a substitute..

I. All drivers may be compensated for up to six (6) hours of wages for cleaning their own bus at the bus garage for inspection each year. If a claim is to be made for such cleaning, the bus must be cleaned at the bus garage and an extra work sheet must be completed and signed by the driver and the Director of Transportation or this designee upon completion of the cleaning.

J. All time spent with the bus during breakdowns on regular routes shall be compensated at the drivers appropriate rate of pay.

K. All drivers shall be compensated for time spent in Student Conference at their regular rate of pay.

L. The Board agrees to pay for the abstract required for all bus drivers. If an employee cannot obtain a license due to testing procedures, the employee will be placed on an unpaid Leave of Absence with no pay or benefits for a maximum of thirty (30) calendar days with automatic termination of their employment at the end of the thirty (30)-day period should

the problem or a related problem continue to exist and the driver remain unlicensed. The unpaid absence will be granted for a maximum of thirty (30) calendar days. Upon obtaining such license as required, the employee will be returned to his/her previously held position and route. The employment of an employee who does not obtain renewal of a required license prior to the expiration of an unpaid Leave of Absence granted pursuant to this Section will be subject to termination.

M. The Board shall establish a committee with bus drivers to review the current bus routes and to revise the routes.

N. All drivers who successfully complete the recertification training shall receive a fifty dollar ($50.00) stipend upon submitting proof of the successful completion of the recertification.

O. Drug and Alcohol Testing for Transportation Personnel

The parties shall comply with the Omnibus Transportation Employee Testing Act of 1991 and the rules published by the Federal Highway Administration (FHA) and the U.S. Department of Transportation (DOT), including any subsequent amendments to the Act or rules along with additional enactments addressing the question of testing of transportation personnel. Beginning January 1, 1996, the Employer will conduct drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and the rules published by the (FHA), including any subsequent amendments to the Act or rules or subsequent enactment addressing testing of transportation personnel. The Board is responsible for implementing and conducting the testing program. Cost of this testing will be in accordance with Section 6 below. The Board will pay the employees their hourly wage for any and all time involved in training and testing.

1. An employee shall be immediately terminated for any of the following:

    a. Refusal to submit to a screening or confirmatory test.
    b. Refusal to submit to the approved rehabilitation program of the Employer.
    c. Failure to complete the approved rehabilitation program
    d. Test positive for an illegal drug. (For the purposes of this section, "illegal drugs" are those prohibited by the Act and obtained by the employee without a valid prescription).

2. An 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 offered the opportunity to enter a rehabilitation program approved by the Employer. If the employee successfully completes the rehabilitation program, he/she will be restored to his or her employment. Any costs associated with this program in excess of those costs covered by the employer's medical insurance plan, if any, shall be borne by the employee.

3. The Board of Education believes that early recognition and treatment of illegal drug use or controlled substance abuse, or alcohol abuse is important for successful rehabilitation, return to productive work, and reduced personal, family, and social disruption.

   The Board encourages the earliest possible diagnosis and treatment of illegal drug use or controlled substance abuse and supports sound treatment efforts. Whenever feasible, the Employer will assist employees in overcoming illegal drug use or controlled substance abuse. However, the decision to seek diagnosis and accept treatment for illegal drug use or controlled substance abuse is primarily the employee's responsibility. Any costs associated with the treatment in excess of those costs covered by the Employer's medical insurance plan shall be borne by the employee.

   Employees with personal alcohol, drug or controlled substance abuse problems should request assistance from the Superintendent. Assistance will be provided on a confidential basis and each employee will be referred to the appropriate treatment and counseling services. However, if an employee tests positive to an illegal drug or fails to submit to or complete an approved rehabilitation program, then the Board shall terminate employment pursuant to Section 1.

4. Employees whose test result for alcohol is greater than a concentrate of more than four hundredths (.04) of one-percent (1%) by weight of alcohol in a person's breath shall be afforded the opportunity to enter a rehabilitation program approved by the Employer. If the employee successfully completes the rehabilitation program, he/she will be restored to his or her employment. Any costs associated with this program in excess of those costs covered by the employer's medical insurance plan, if any, shall be borne by the employee.

   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, 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 14 of the collective bargaining agreement.

5. Upon successful completion of the rehabilitation program, the following procedure will apply:

   a. Prior to returning to work, the employee must provide the Employer 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.

   b. Prior to returning to work, the employee must provide the Employer with the results of a test for alcohol and other drugs as covered by the act which indicate the employee is drug/alcohol free.

6. The cost of testing will be borne in the following manner:

   a. Random Testing: Cost to be borne by the Employer.

   b. Confirmatory Test: Cost to be borne by the Employer if test is negative. Cost to be borne by the Employee if test is positive.

   c. Post-Accident Test: Cost to be borne by the Employer except - cost to be the employee if employee is cited and test is positive.

   d. Return to Work: Cost to be borne by employee (after positive test).

P. 1. Each regular bus driver shall indicate his/her desire to be assigned extra trips by placing his/her name in writing on a rotation seniority list with the Director of Transportation by the first day of pupil attendance of each school year. Any driver after the first day of pupil attendance may add his/her name to the bottom of the bus driver rotation list.

2. As trips become available, they shall be assigned in order of rotation to the driver in line to receive such assignment. If no driver accepts a trip, it shall be offered to other qualified members of the bargaining unit, based upon seniority and if there is no interruption in the employee's normal work day hours, before the trip is offered to a substitute. Each driver shall have the right to refuse a trip, in which event the driver next in line shall be given the assignment. Once having been assigned a trip, or having refused a trip that driver shall not be eligible for another trip until the rotation is complete, unless an assigned trip is canceled. In this case, the driver whose trip was canceled shall be given the next unassigned trip. If a driver is assigned and the trip occurs by other means, the driver will only be compensated for any regular hours not worked that day due to the assignment of the trip. The employee's name shall remain on the list until the first day of pupil attendance of the next school year. The employee may voluntarily remove his/her name from the list. If the employee removes his/her name from the list and desires to be placed on the list again, he/she shall be placed at the bottom of the list.

3. An attempt will be made to secure the eligible driver for the rotation list for an extra trip. If after the second call, no contact has been made with the eligible driver then that will be a refusal and the driver will be placed at the bottom of the rotation list.

4. A driver must make a decision to accept or refuse an extra trip when first contacted and that decision is final. In the event the trip falls on a holiday, the driver will be paid double time. All calls will be placed to drivers for extra trips between 6:00 a.m. and 6:00 p.m. excluding Sundays and when extenuating circumstances exist.

5. In the event a bus driver has to leave a regular route to drive an extra trip, all lost route time will be at the regular rate of pay and all hours thereafter will be at the rate of $12.00 per hour, effective January 1, 2011.

6. Prior to the beginning of each athletic season, a list of scheduled athletic/band trips will be developed by the Athletic Directors and Band Director and forwarded to the Transportation Coordinator who will develop a master list of trips. This list will be distributed to all drivers who have indicated an interest in taking extra trips and a date/time/place will be established to complete the filling of the trip assignments. At the date/time/place, the trips will be filled in the manner described in Section P.2. of this Article. All other trips that may come about during the course of the year will be filled through the procedure described in Section P.2. of this Article.

ARTICLE 24
CUSTODIANS

A. The Board will furnish and pay for three uniforms or coveralls for each custodian and maintenance man every year. These will be ordered by September I of each school year.

B. These uniforms or coverall will be kept clean by the employee.

C. These uniforms or coverall will be used only during work for the Board.

D. These uniforms or coveralls will remain as property of the Board.

E. The Board will furnish and pay for five (5) uniforms or coveralls for each mechanic every year.

F. Custodians, mechanics, and maintenance personnel will wear the uniforms while on duty.

G. Head Custodian and/or custodian assigned to snow removal shall be provided with a pair of insulated coveralls as will bus mechanics assigned for winter bus repair.

H. One pair of work boots shall be provided to each maintenance, custodian and mechanic every two years in August of the appropriate year.

ARTICLE 25
COOKS

A. All cooks shall be given one day prior to school opening for cleaning of the kitchens. Such time shall be paid at their regular hourly rate. The extra pay shall be included in the first pay of the year.

B. All employees handling lunchroom monies shall be bonded. The cost of such bonding shall be paid for by the Board.

C. The Board will furnish and pay for three uniforms for each cook every year. These will be ordered by September 1 of each school year.

D. These uniforms will be kept clean by the employee.

E. These uniforms will be used only during work for the Board.

F. These uniforms will remain as property of the Board.

G. When a cafeteria extra assignment, due to building use, is not assumed by any regular cook in the school where such assignment is available, the assignment shall be offered to regular cooks system wide on a rotating basis. Each regular cook shall indicate their desire to be assigned extra assignments by placing their name in writing on a rotation seniority list with the Cafeteria Supervisor by the first day of pupil attendance of each school year. Any cook after the first day of pupil attendance may add their name to the bottom of the cook rotation list. All hours worked over eight (8) hours per day shall be time and one-half (1 ½).

ARTICLE 26
EXTRA WORK ASSIGNMENTS

A. Other Classified Employees

All other classified employees required to work extra time shall be paid for such extra duties or assignments at his/her appropriate rate of pay up to eight (8) hours per day. All hours worked over eight (8) hours per day shall be time and one-half (1 ½).

B. Employees interested in performing painting, mowing, other seasonal and casual work must sign up in writing with the Director of Operations between August 15 and September 1 of each year. A rotation list will be created based upon system seniority. System seniority will be calculated from the date of the Board meeting at which the employee was hired as a regular employee with uninterrupted service. Any employee may add their name to the rotation list at any time after September 1 and shall be placed at the bottom of the rotation list. Only employees who can perform the extra work along with their regularly scheduled work without requiring overtime shall be eligible for extra work. Such extra work will be offered to employees through a rotating list, based upon seniority and qualification. The superintendent shall be the sole judge of qualifications of the employee to perform the extra work. Such determination of qualification shall not be subject to the grievance procedure. The rate of pay for the extra work will be the rate indicated for summer work on the salary schedule.

ARTICLE 27
WAGES

A. Effective July 1, 2012, all bargaining unit employees shall receive twenty-five cents ($.25) per hour increase on the base.

Effective July 1, 2013, all bargaining unit employees shall receive thirty cents ($.30) per hour increase on the base.

The Board of Education of the Meigs Local Schools agrees to utilize the salary reduction method (paper pick-up) to shelter the wages of each bargaining unit member.

B. The following increment schedule shall be implemented:

Effective 07/01/08

Years of Service	Increment
3	10 cents
5	20 cents
8	30 cents
10	40 cents
12	50 cents
15	60 cents
18	70 cents
20	80 cents
23	90 cents
25	$1.00 dollar
27	$1.10
29	$1.20

C. All bargaining unit employee shall receive their step increase at their anniversary date of hire.

D. School Bus Drivers will be guaranteed a minimum of five and one-half (5.5) hours per day which shall include daily pre-trip inspection and cleaning of bus inside and out, as needed, but no less than once per week, unless a driver voluntarily chooses to drive fewer hours.

E. Afternoon custodians shall be paid a twenty-five cents ($0.25) per hour shift differential. Night shift custodians shall be paid a forty-five cents ($0.45) per hour shift differential.

F. Effective January 1, 2007 (or as soon as practical thereafter), all secretaries will be required to work eight-hour days during their contract year. In addition, the Board reserves the right to establish the starting time for secretaries so as to provide additional secretarial coverage to the schools. The most senior secretary in the building will be given first choice as to their starting time. The Board also reserves the right to stagger the starting times of the contract year for secretaries so as to provide additional coverage during the year, again with consideration as to secretary seniority in the building.

G. The Board will pay to each bargaining unit member employed on December 1, 2011 a stipend signing bonus of $250.00 in the first payroll of December 2011 for insurance compensation purposes.

ARTICLE 28
TRAVEL ALLOWANCE

Employees who are required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day will be reimbursed for all such travel at the IRS rate, as determined on July 1 of each year – said rate to be applied throughout the school fiscal year cents per mile for all driving done between the arrival at the base school at the beginning of the day, provided, however, that is the distance from the employee's home to his/her first location or from the employee's last location, to his/her home is greater than the distance between the employee's home and his/her base school, he/she will be reimbursed for the difference at the mileage rate specified above.

ARTICLE 29
PHYSICALS

Should the Board require a physical examination as a prerequisite for employment of an employee, the Board will pay the full cost of such examination. The Board reserves the right to designate the physician who will perform said Board required physical examination. The Board shall bear no liability for physical examinations required by any other Board or agency.

ARTICLE 30
REDUCTION IN FORCE POLICY

A. If it becomes necessary to reduce the number of employees in a job classification due to decreased enrollment of pupils, lack of funds, lack of work, return to duty of regular employees after leave of absence or suspension of schools or territorial changes affecting the district, the following procedure shall govern such lay-off.

B. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements in so far as practical for employee who resign, retire or otherwise vacate a position.

C. Whenever it becomes necessary to lay-off employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification.

D. 1. Effective July 1, 2009, employees affected by a layoff shall have the opportunity to displace or bump any less senior employee in their classification based on classification seniority.

2. Employees laid off in their respective classification who worked in another classification shall have the opportunity to displace or bump any less senior employee in their previous classification, based on seniority accrued in their previous classification.

E. If two (2) or more employees have the same length of continuous service within a classification, seniority will be determined by: (1) the date of the Board meeting at which the employee was hired as a regular employee and then by; (2) the date the employee signed a regular initial employment contract of continuous service in the district, and then by; (3) alphabetical order and then by: (4) administrative decision.

Authorized leaves of absence do not constitute an interruption in continuous service.

F. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff.

Secretarial	Cooks
Custodial	Aides
Bus Drivers	Maintenance
Bus Mechanics	

G. The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off. Within the classification of layoff, employees on probation shall be laid off before any employee in that classification employed under a continuing contract is laid off.

H. Ten (10) days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place a list of employees to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:

1. Reasons for the layoff or reduction.

2. The effective date of the layoff.

3. A statement advising the employee of their rights of reinstatement from the layoff.

I. The names of employees whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Employees on the recall list will have the following rights:

1. No new employees will be employed by the Board while there are employees on the recall list in that classification.

2. Employees on the recall list will be recalled in order of seniority for vacancies.

3. If an opening the Board plans to fill occurs, the Board will send a certified announcement to the last known address of all employees on the recall list who are qualified according to these provisions. It is the employee's responsibility to keep the Board informed of his/her current address and/or changes in qualifications that may allow the employee to be recalled in another classification should a position become available. Employees are required to respond in writing to the district office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any employee who fails to respond within seven (7) calendar days, or who declines to accept the position will forfeit all recall rights.

4. An employee on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

5. Employees may accept less than full-time employment in the district; however, such employment does not constitute a waiver of recall.

J. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

ARTICLE 31
CALAMITY DAYS

All twelve (12) month non-certified employees are to work their regular shifts on all calamity days. The employees shall receive up to five (5) days compensatory time off during the summer for time worked during calamity days for those days approved as calamity days that are not required to be made up by the Ohio Department of Education.

ARTICLE 32
VACATION SCHEDULE

A. All twelve (12) month full-time non-certified employees shall be granted vacation leave time according to the following schedule. The years of service to be computed from anniversary date of hire.

Years of Service	Vacation
One (1)	Two (2) weeks
Eight (8)	Three (3) weeks
Seventeen (17)	Four (4) weeks

B. Vacation may be taken at any time during the year provided that an employee provides fifteen (15) days advance notice of the intention to use vacation to the Superintendent.

ARTICLE 33
IN-SERVICE DAYS

In-service days for non-certificated employees shall be used to instruct the employees in areas related to their job assignments.

ARTICLE 34
REGULATORY RELIEF

In the event any provision of this Agreement is held to conflict with State or Federal Law, such provisions that are held to be in conflict shall be declared invalid and all other provisions of the Agreement between the Board and the Union shall remain in full force and effect.

ARTICLE 35
DURATION OF AGREEMENT

The terms and conditions of this Agreement shall become effective July 1, 2012 and shall expire at Midnight June 30, 2014, and annually thereafter unless the Board or Union has given written notice to the other of its intent to modify this Agreement. Such notification shall be in accordance with the provisions set forth in Article 4.

ARTICLE 36
COMPLAINT PROCEDURE

A. Upon receiving a complaint from a student, parent, Board member or community person against an employee, the principal or designee shall conduct an investigation of the complaint. If there is reasonable cause to believe that the allegation of the complaint may be true in whole or in part, the principal or designee will meet with the employee to discuss the complaint and attempt to effect a resolution. The principal or designee as well as the employee may request a meeting between the employee, complainant, and the principal or designee at a mutually convenient time. If a conference is deemed necessary by any party, the meeting shall take place within five (5) days from the date of the request.

B. If the complaint is not resolved at the principal or designee level, it may be appealed to the Superintendent. Such notification by the principal or designee that the complaint is not resolved shall be submitted in writing with the issues clearly defined. A copy of this notification shall be provided to the employee. The Superintendent or the employee may request a meeting between the employee, the complainant, and the Superintendent at a mutually convenient time.

C. If satisfactory resolution is not achieved through discussion with the Superintendent, the complainant may request, in writing, a meeting with the Board of Education. The Board, after reviewing all material relating to the issue, shall grant a meeting in executive session. Complainant shall be advised, in writing, of the Board's decision, no more than ten (10) business days following the meeting in executive session. The employee will be provided a copy of any such written notification.

D. No notation shall be made in the employee's file of any anonymous complaint.

E. An employee may be accompanied by a representative of his/her choosing at any level of the complaint procedure.

F. This provision shall not apply to complaints of child abuse or neglect which shall be reported and investigated as required by Ohio law, or serious allegations which may require investigation or inquiry by school officials prior to approaching the employee.

ARTICLE 37
AIDES

Any aide required to replace or fill-in for an absent teacher in the classroom shall receive a stipend of $10.00 per day for such duties.

ARTICLE 38
NO STRIKE/NO LOCKOUT

There shall be no strike by the Union or lock out by the employer during the term of this Agreement.

ARTICLE 39
INVOLUNTARY TRANSFER

The Superintendent will have the authority to involuntarily transfer employees. Involuntarily transferred employee shall be the least senior employee in his/her classification, if no extenuating circumstances exist. In such cases, the employee(s) who have been involuntarily transferred shall be granted a meeting, if requested, with the Superintendent and told the reason(s) for the transfer. The employee at his/her option may have a representative and/or officer from Local #17 at the meeting. An employee involuntarily transferred shall be placed only in a position for which he/she can be expected to perform as determined by the Superintendent. If such a transfer moves an employee into a lower paid classification, the involuntarily transferred employees shall maintain their previous hourly rate of pay. The involuntary transfer of an employee shall not result in the loss of compensated work days to the employee for a period of one (1) year from the date of transfer.

ARTICLE 40
MANAGEMENT RIGHTS

A. The Board retains all rights to manage, direct and control its business and to make any and all rules, regulations, and policies necessary to maintain the orderly and efficient operation of schools, except as limited by the specific written terms of the collective bargaining agreement.

B. Specifically, the administration and the Board of Education retain the management rights given them by Ohio Revised Code Section 4117.09, Ohio Revised Code Chapter 33, other relevant sections and inherent managerial policy which include but are not limited to:

1. Determine matter of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the School District, standards of services, its overall budget, utilization of technology and organizational structure.

2. Direct, supervise, evaluate or hire employees and determine the number of employees required.

3. Maintain and improve the efficiency and effectiveness of School District operations.

4. Determine the overall methods, process, means or personnel by which School District operations are to be conducted.

5. Suspend, discipline, demote, discharge, lay off, transfer, assign, schedule, promote or retain employees.

6. Determine the adequacy of the workforce.

7. Determine the overall mission of the School District.

8. Effectively manage the workforce.

9. Take action to carry out the mission of the School District.

The Board is not required to bargain on subjects reserved to the management and direction of the School District except as they have a material affect on wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of the collective bargaining agreement.

SIGNATURES

Agreed to this date: August 14, 2012.
Month Day

FOR THE BOARD	OAPSE/AFSCME
Superintendent	President OAPSE Local 017
Treasurer	Negotiating Team Member
Board Representative	Negotiating Team Member
Other	Other

MEIGS LOCAL SCHOOL DISTRICT
NON-CERTIFIED SALARY SCHEDULE
Effective July 1, 2012

CLASSIFICATION	SUB @ PAY	STEP 0-2	STEP 3-4	STEP 5-7	STEP 8-9	STEP 10-11	STEP 12-14	STEP 15-17	STEP 18-19	STEP 20-22	STEP 23-24	STEP 25-26	STEP 27-28	STEP 29+	FY08 base	X 3%	Round DOWN
Aide*	8.00	13.85	13.95	14.05	14.15	14.25	14.35	14.45	14.55	14.65	14.75	14.85	14.95	15.05	12.95	0.3885	$0.35
Secretary	8.00	14.50	14.60	14.70	14.80	14.90	15.00	15.10	15.20	15.30	15.40	15.50	15.60	15.70	13.55	0.4065	$0.40
Cook	8.00	13.85	13.95	14.05	14.15	14.25	14.35	14.45	14.55	14.65	14.75	14.85	14.95	15.05	12.95	0.3885	$0.35
Bus Driver	55/DAY	15.75	15.85	15.95	16.05	16.15	16.25	16.35	16.45	16.55	16.65	16.75	16.85	16.95	14.80	0.4440	$0.40
Mechanic	8.00	15.00	15.10	15.20	15.30	15.40	15.50	15.60	15.70	15.80	15.90	16.00	16.10	16.20	14.05	0.4215	$0.40
Custodian	8.00	13.90	14.00	14.10	14.20	14.30	14.40	14.50	14.60	14.70	14.80	14.90	15.00	15.10	13.00	0.3900	$0.35
Custodian (Afternoon)	8.00	14.15	14.25	14.35	14.45	14.55	14.65	14.75	14.85	14.95	15.05	15.15	15.25	15.35	13.25	0.3975	$0.35
Custodian (Night)	8.00	14.35	14.45	14.55	14.65	14.75	14.85	14.95	15.05	15.15	15.25	15.35	15.45	15.55	13.40	0.4020	$0.40
Custodian (Head - H.S.)	8.00	14.60	14.70	14.80	14.90	15.00	15.10	15.20	15.30	15.40	15.50	15.60	15.70	15.80	13.65	0.4095	$0.40
Maintenance**	8.00	14.75	14.85	14.95	15.05	15.15	15.25	15.35	15.45	15.55	15.65	15.75	15.85	15.95	13.80	0.4140	$0.40

@ Sub rate of pay adopted January 11, 2012

*Additional .20 cents per hour for SBH Aides

**Additional .10 cents per hour for Maintenance/Groundskeeper

MEIGS LOCAL SCHOOL DISTRICT
NON-CERTIFIED SALARY SCHEDULE
Effective July 1, 2013

CLASSIFICATION	SUB @ PAY	STEP 0-2	STEP 3-4	STEP 5-7	STEP 8-9	STEP 10-11	STEP 12-14	STEP 15-17	STEP 18-19	STEP 20-22	STEP 23-24	STEP 25-26	STEP 27-28	STEP 29+	FY08 base	X 3%	Round DOWN
Aide*	8.00	14.15	14.25	14.35	14.45	14.55	14.65	14.75	14.85	14.95	15.05	15.15	15.25	15.35	12.95	0.3885	$0.35
Secretary	8.00	14.80	14.90	15.00	15.10	15.20	15.30	15.40	15.50	15.60	15.70	15.80	15.90	16.00	13.55	0.4065	$0.40
Cook	8.00	14.15	14.25	14.35	14.45	14.55	14.65	14.75	14.85	14.95	15.05	15.15	15.25	15.35	12.95	0.3885	$0.35
Bus Driver	55/DAY	16.05	16.15	16.25	16.35	16.45	16.55	16.65	16.75	16.85	16.95	17.05	17.15	17.25	14.80	0.4440	$0.40
Mechanic	8.00	15.30	15.40	15.50	15.60	15.70	15.80	15.90	16.00	16.10	16.20	16.30	16.40	16.50	14.05	0.4215	$0.40
Custodian	8.00	14.20	14.30	14.40	14.50	14.60	14.70	14.80	14.90	15.00	15.10	15.20	15.30	15.40	13.00	0.3900	$0.35
Custodian (Afternoon)	8.00	14.45	14.55	14.65	14.75	14.85	14.95	15.05	15.15	15.25	15.35	15.45	15.55	15.65	13.25	0.3975	$0.35
Custodian (Night)	8.00	14.65	14.75	14.85	14.95	15.05	15.15	15.25	15.35	15.45	15.55	15.65	15.75	15.85	13.40	0.4020	$0.40
Custodian (Head - H.S.)	8.00	14.90	15.00	15.10	15.20	15.30	15.40	15.50	15.60	15.70	15.80	15.90	16.00	16.10	13.65	0.4095	$0.40
Maintenance**	8.00	15.05	15.15	15.25	15.35	15.45	15.55	15.65	15.75	15.85	15.95	16.05	16.15	16.25	13.80	0.4140	$0.40

@ Sub rate of pay adopted January 11, 2012

*Additional .20 cents per hour for SBH Aides

**Additional .10 cents per hour for Maintenance/Groundskeeper

Anthem

Meigs Local Schools
Blue Access℠ (PPO)
Summary of Benefits, Effective 9/1/2012

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$250/$500	$500/$1,000
Out-of-Pocket Limit (Single/Family)	$500/$1,000	$1,000/$2,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/Specialty Care Physician (SCP)	$10/$10	30%
Including Office Surgeries and allergy serum:		
• allergy injections (PCP and SCP)	No Copayment	30%
• allergy testing	10%	30%
• routine and non-routine mammograms (regardless of outpatient setting)	No Copayment	30%
• certain medical nutritional therapy (regardless of outpatient setting)	No Copayment	30%
• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds	10%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations[1], Annual diabetic eye exam, Routine Vision and Hearing exams		
• Physician Home and Office Visits (PCP/SCP)	No Copayment	30%
• Other Outpatient Services @ Hospital/Alternative Care Facility	No Copayment	30%
Emergency and Urgent Care		
• **Emergency Room Services @ Hospital (facility/other covered services)** *(copayment waived if admitted)*	$100	$100
• **Urgent Care Center Services**	$35	30%
Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	10%	30%
Inpatient Facility Services Unlimited days except for: • 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 90 days Network/Non-Network combined for skilled nursing facility	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	10%	30%
Other Outpatient Services *(including but not limited to):* • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. • Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy) • Durable Medical Equipment and Orthotics (Network/ Non-network combined) Prosthetic Devices	10%	30%
• Physical Medicine Therapy Day Rehabilitation programs	10%	10%
• Hospice Care	10%	10%
• Ambulance Services		

Covered Benefits	Network	Non-Network
Outpatient Therapy Services (Combined Network & Non-Network limits apply)		
• Physician Home and Office Visits (PCP/SCP)	$10/$10	30%
• Other Outpatient Services @ Hospital/Alternative Care Facility	10%	30%
Limits apply to.		
• Physical therapy: 45 visits		
• Occupational therapy: 45 visits		
• Manipulation therapy: 24 visits		
• Speech therapy: 40 visits		
Behavioral Health Services		
▪ Inpatient Facility Services	10%	30%
▪ Inpatient Professional Services	10%	30%
▪ Physician Home and Office visits (PCP/SCP)	$10/$10	30%
▪ Other Outpatient Services @ Hospital /Alternative Care Facility	No copayment/coinsurance	30%
These benefits have been tested and are compliant with Federal Mental Health parity legislation.		
Human Organ and Tissue Transplants[3]	No copayment/coinsurance	50%
• Acquisition and transplant procedures, harvest and storage.		
Prescription Drugs[4] **Network Tier structure equals 1/2/3 (and 4, if applicable)**		
• **Network Retail Pharmacies:** (30-day supply)	$8/$15/$25	50%, min $30[5]
Includes diabetic test strip	$16/$30/$50	Not covered
• **Anthem Rx Direct Mail Service:** (90-day supply)		
Includes diabetic test strip		
Medicare Rx - Wrap		
Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.		
Lifetime Maximum (Combined Network and Non-network)[6]	Unlimited	Unlimited

Notes:

- *Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.*
- *Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) coinsurance applies to other covered services.*
- *Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.*
- *Dependent Age 26: to end of the month*
- *Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYN's and Geriatrics or any other Network Provider as allowed by the plan.*
- *Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.*
- *Mammograms Routine and Diagnostic are no copayment/coinsurance in network office visit and outpatient facility settings.*
- *No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.*
- *PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.*
- *SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.*
- *Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.*
- *Benefit period = calendar year*

[1] *These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.*
[2] *We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.*
[3] *Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.*
[4] *If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.*
[5] *Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.*
[6] *Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.*

Precertification:

- *Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.*

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the ter