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NEGOTIATED AGREEMENT

BETWEEN THE

FAYETTE LOCAL BOARD OF EDUCATION

AND

CHAPTER #21, OAPSE

Effective July 1, 2012 through June 30, 2014

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ARTICLE I – PURPOSE OF AGREEMENT

1. The Board of Education of the Fayette Local School District hereinafter referred to as the "Board" and the Ohio Association of Public School Employees, Chapter #21 hereinafter referred to as the "Union", do hereby agree that the welfare of the children of Fayette is paramount in the operation of schools and will be promoted by both parties. It is in this spirit that the Board and the Union enter into the following agreement.

2. The purpose of this agreement is to provide orderly discussion of matters of mutual concern and the attainment of mutually satisfactory agreements on these matters.

ARTICLE II – RECOGNITION/NEGOTIATIONS

A. RECOGNITION

1. The Board recognizes the Union as the sole and exclusive bargaining representative for all Employees now employed, or to be employed, in the following described unit.

2. Included: All full-time and regular short-hour employees in the following positions or classifications which are regularly assigned to a work schedule: bus drivers, cafeteria personnel, custodial-maintenance, secretaries, study hall monitor, van drivers, and teachers' aides (paraprofessionals).*

3. Excluded: All certified employees and all other employees not specifically included in the bargaining unit, including but not limited to, Treasurer, assistant to the treasurer, Director of Operations, Director of Food Services, administrative assistant to the superintendent, other confidential employees, and substitute employees.

4. The recognition of the Union shall remain in effect for the term of this negotiated agreement.

5. Employees are defined as full-time or regular short-hour non-certificated personnel who are regularly assigned to a work schedule. These employees have the right to join in, participate in, and assist the Union and the right to refrain from such without intimidation or coercion. Membership shall not be a pre-requisite for employment or continuation of employment of any employee.

*Currently, there is no library aide, but if a library aide is hired, they will be included in the bargaining unit.

B. NEGOTIATIONS PROCEDURE

1. Scope of Negotiations - The Board shall enter into negotiations with the Union for the purpose of achieving a signed master contract covering all matters pertaining to wages, hours, and terms and conditions of employment and the continuation, modification or deletion of an existing provision of the Agreement.

2. Directing Requests - Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the President of the Union, and Union requests shall be directed to the Superintendent. A copy of Notice to Negotiate shall be filed with the State Employment Relations Board (SERB) by the initiating party.

3. Negotiating Teams - The Board and the Union shall be represented at all negotiation meetings by a team of negotiators, not to exceed three members each. Neither party shall have any control over the negotiation or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Union and the Board, the parties will mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between the teams, and only in executive session.

4. Initial Bargaining Session

   a. The first bargaining session shall be held for the Union and the Board to submit fully written proposals to be negotiated and shall establish dates for future bargaining sessions.

   b. Once proposals are submitted by both parties, no new items shall be added during the bargaining period unless mutually agreed to by the Union and the Board bargaining teams.

5. While Negotiations are in Progress

   a. Progress Reports - Periodic written progress reports may be issued to the public during negotiations provided that any such release shall have the prior approval of both parties.

   b. Good Faith Negotiations - “Good Faith” requires that the Union and the Board be willing to respond 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” means the obligations of the representatives of the Board and the Union to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The obligation to meet for the purpose of professional

negotiations does not compel either party to agree on a proposal or to make a concession.

c. Tape Recording - No tape recorders or mechanical recoding devices shall be permitted in any negotiating session unless agreed to prior to the session by both parties.

d. Information - The Board and the Union agree to supply available public information that is specifically requested and routinely prepared. All costs of reproduction shall be assumed by the requesting party when more than two copies of the same document are requested.

e. Caucus - Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

6. Agreement

a. All tentative agreements reached by the teams pertaining to articles, sections, sub-sections, clauses, phrases, language and/or figures shall be reduced to writing and initialed by representatives of both parties. Once a tentative agreement is reached, no further discussions shall take place by the teams on the issue unless by mutual agreement.

b. When agreement is reached in all matters being bargained, the tentative agreements shall be reduced to writing and submitted as a complete package agreement to the Union for its consideration and to the Board for approval. Once notified of the ratification by the Union, the Board shall take action at the next regularly scheduled Board meeting or within twenty (20) days whichever occurs first. When approved, in accordance with the provisions of this section, this agreement shall be signed by both parties and shall become a part of the official minutes of the Board. This agreement shall be binding on both parties.

7. Impasse Procedures

a. Mediation

1. In the event agreement is not reached by the parties, after forty-five (45) days of negotiations from the first session either party may request the use of mediation in an effort to reach an acceptable settlement. The negotiation teams shall request a mediator from the Federal Mediation and Conciliation Services whose rules and regulations shall govern the mediation.

2. In the event there are costs and expenses for such service, the costs shall be shared equally by the Board and the Union.

3. Except by mutual consent, the mediation process shall not extend for more than thirty (30) days or the date upon which the contract expires, whichever should occur first.

4. This impasse resolution procedure shall supersede the dispute settlement procedures set forth under ORC 4117.14. The Union may legally exercise its right to strike by serving a ten (10) day notice on the Board prior to the date of the strike, provided the Union has presented the Board's last offer to its general membership.

5. Once impasse has been declared, either party is free to make press releases as it deems necessary.

8. Mid-Term Bargaining

a. In the event that the Board desires to implement a provision during the term of the agreement pertaining to the wages, hours, or other terms and conditions of employment of the bargaining unit members or to any issue that the Board is required by law to bargain over, including modifications to an established past practice or to an existing provision in the current agreement, the Board shall give written notice of such proposed implementation to the Association. Within ten (10) calender days of receiving such notice, the Association may submit a written demand to bargain the effects of the proposed implementation on the wages, hours, or other terms and conditions of employment of the bargaining unit members. Failure to make a timely demand for bargaining shall constitute a waiver of the Association's right to bargain over the proposed implementation. If a timely demand for bargaining is made, the parties shall engage in good-faith bargaining for a period of not less than twenty (20) days.

9. Miscellaneous

a. Upon final approval by both the Union and the Board, two (2) copies of the total agreement shall be signed by the President of the Board and the President of the Union. Both parties shall retain a signed copy of the final agreement.

b. The Board shall be responsible for the preparation of the final negotiated agreement. The Board shall be responsible for the duplication and distribution of the agreement to bargaining unit personnel as well as administrative personnel and Board members.

c. All present language unless deleted or modified will be incorporated into a successor agreement at such time a successor agreement is ratified and approved.

ARTICLE III – MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities associated with the operations of the school district set forth in O.R.C. §4117.08. The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract.

ARTICLE IV – AFTER-HOUR ACTIVITIES

Employees will be paid at their regular hourly rate for working at school sponsored after hour activities. The wages will be paid by the appropriate activity fund or organization. (Example: prom, spaghetti supper, athletic auction, etc.) Employee will be paid time and a half if these work hours are over 40 hours in one week. Any assignment that will result in overtime shall be approved in advance by the Superintendent. After hour work will be rotated among cafeteria workers.

ARTICLE V – AGENCY SHOP

1. Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, Employees who are not Members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the Bargaining Unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the Employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.

2. Those employees in the bargaining unit prior to the effective date of this Agreement who were not members of the bargaining unit during the 1989-90 school year may be excluded from this condition of employment.

ARTICLE VI – BUS ROUTES

1. Bus routes shall be awarded by seniority of the bus drivers. Field trips shall be rotated according to seniority. Five days' notice will be given whenever possible. Regular contract bus drivers will receive first choice of extra trips, over substitutes. However, the van driver shall receive the first selection in the rotation of extra trips over the substitutes. Selection shall be made one trip at a time.

2. So long as a substitute is available for a bus driver's regular route, bus drivers shall have the option to drive an extra trip or their route when there is a conflict.

3. All regular bus drivers shall be offered to drive longer/extra hours of other regular bus drivers before a substitute is retained.

4. Bus drivers who work a third shift elsewhere shall have last choice of extra trips after other regular contract bus drivers and substitute drivers on every occasion that such trips are offered.

5. Under special circumstances the employer may split a regular route to accommodate the employee and the Board. Bus drivers may drive a partial route (just a.m. or p.m., etc.) but will not be eligible for insurances. Regular bus drivers moving to a partial route will not lose any seniority and will maintain their right to bid a job.

6. If a Bus Driver is on a leave of absence that extends beyond the current school year, if they choose to return after the start of any school year he/she may only bump the least senior person.

7. In the event no bus driver bids on any extra duty trip and a substitute is not available, the Transportation Supervisor will have the right to assign the trip according to reverse seniority, so long as the bus driver is given 24 hour advance notice.

8. So long as each trip is bid one at a time, in the event a bus driver refuses an extra duty trip, that bus driver's rotation is skipped and the bus driver may not be eligible for an extra-duty trip until the rotation naturally returns to that bus driver.

9. Certified on-Board Instructors shall receive Two Dollars ($2.00) an hour above their regular rate of pay for all time spent with training/certifying employees or future employees.

10. Bus drivers will paid four (4) hours and fifteen (15) minutes per day regardless of route time: Included in the four hours and fifteen minutes pay are the following tasks:

    A. Extra time needed for meetings
    B. Sport sign-ups
    C. Shuttles
    D. Four (4) hour in-service

E. Random drug testing
F. In-service to students
G. Washing Buses
H. Any field trip less than an hour
I. Updating your routes
J. Establishing seating charts
K. Any other minor tasks that may arise but are not listed.

(There may be times when a bus driver may have to accomplish something out of the ordinary at which time the driver will need to turn in a time sheet).

ARTICLE VII – CALAMITY DAYS/DELAYS

1. All employees shall be paid their appropriate rate of pay for all days, or a part of a day, when schools in which they are employed are closed or delayed due to an epidemic or other public calamity. If the calamity day is later made up by the Board of Education, the employee will not receive pay for the day made up.

2. The Superintendent may request employees to report to work on a calamity day. Any employee agreeing to report to work on a calamity day shall be paid time and a half (1 ½ X), or time and a half for calamity hours or days worked in addition to (1) above. No employee may report to work without approval of Superintendent.

3. a. Second shift employees shall report to work and be paid at their regular rate if the Superintendent determines and declares that the calamity conditions have ceased.

   b. All 12 month personnel shall report to work for a regularly scheduled work day on the sixth calamity day called in a school year. Failure to report shall result in either the loss of a personal day or an additional day of work to be assigned on a non-work day by the Superintendent.

4. If school is on a two-hour delay, the following classifications will report for work at their regular time:

   Cooks
   Custodians

5. The classifications listed in number 4 above shall be paid time and half for the delay period.

ARTICLE VIII – DISCIPLINARY ACTION

1. Disciplinary action shall be designed to improve the quality of the employee's performance. The Board reserves the right to suspend or discharge employees with just cause if the offense warrants such disciplinary action. However, if the offense does not warrant suspension or discharge, the measure of discipline shall follow in the order listed.

A. First Offense - Oral Warning

B. Second Offense - Written Warning

2. A. Any driver in course and scope of employ testing positive for alcohol and/or drugs under Article XXIII shall be subject to mandatory rehabilitation as provided by the health insurance plan and suspended without pay for 30 days.

B. Any repeat incident of alcohol or drug use shall result in immediate termination.

C. Any driver found in violation of ORC 4506.15 shall be subject to immediate termination.

3. No employee shall be disciplined without first having a hearing with a Union representative of his choice present, if the employee so requests. The employee shall be given a written statement containing the charges and the time and place of the hearing. The written statement shall notify the employee of his rights to Union representation. The employee must sign the statement acknowledging receipt of the statement and the date received.

The employee's personal file shall not include any record of disciplinary action taken longer ago than the past twelve months, except any item of a serious nature. The employee will be notified of any disciplinary warning or record of action that would not be removed for a period of 24 months.

The employee may appeal any disciplinary action directly to Step Two of the grievance procedure.

ARTICLE IX – DUES DEDUCTION

1. The Board agrees to deduct Union dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Association Treasurer monthly together with a list showing the names of the employees and the amount deducted.

2. The Treasurer of the Local Chapter must submit to the Treasurer of the Board payroll authorization forms, a letter stating the amount of each payroll deduction (per payroll)., the number of payroll deductions desired, and the date of the first deduction.

3. Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Treasurer. Dues deduction authorizations may be revoked by an employee during a 10-day period beginning on August 21 and ending August 31. Dues deduction authorization not revoked during the 10-day period shall continue for successive periods of one year. Written notice of revocation shall be served upon the Treasurer and State Association Treasurer.

4. The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.

5. Chapter dues will be deducted from the check following the Treasurer's receipt of payroll deduction authorization forms for chapter dues.

6. The Union agrees to indemnify and save the employer harmless against any and all claims that may arise out of or by reason of action taken by the employer in reliance upon any authorization cards, forms, or lists submitted by the Union.

7. The Board agrees to deduct from the wages of any employee an AFSCME-PEOPLE deduction as provided for in the written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time. The Board agrees to remit any deductions made pursuant to this provision promptly to the union, on a monthly basis, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE X – GRIEVANCE PROCEDURE

1. A grievance is defined as an alleged violation of a specific article or section of this agreement.

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

2. Step one: Within five (5) working days of the time a grievant knew or should have known that a matter giving rise to a grievance has occurred, the employee or the Union will present the grievance in writing to the Superintendent. Within five (5) working days after the presentation of the grievance, the superintendent shall give his answer in writing to the employee.

3. Step two: If a satisfactory disposition of the grievance is not provided in step one, the employee or his designated Union representative shall have the right to appeal the dispute to the Board. Such appeal must be made within fifteen (15) working days from the date of the response in step one by filing a notice with the statement of grievance attached to the President of the Board. The board shall have fifteen (15) days to respond to the grievant or designee.

4. Step three: If a satisfactory disposition of the grievance is not provided in step two, the grievant may within five (5) days of receipt of the Board Disposition, submit the grievance to the Federal Mediation Conciliation Board for mediation. This is a no cost federal service.

5. Step four: If a satisfactory disposition of the grievance is not provided in step three, the grievant may within five (5) days of conclusion of mediation, submit the grievance to an impartial arbitrator by filing with the Superintendent a request for arbitration. A request for a list of seven (7) arbitrators shall be submitted to the Federal Mediation and Reconciliation Service in accordance with its rules, which rules shall likewise govern the arbitration proceedings. Selection shall be by alternate strike and each party shall have the right to request a second list of arbitrators. The arbitrator shall have no power to alter, add to, or subtract from this negotiated agreement and may not disregard the time limits set forth in this procedure. The arbitrator's award shall be advisory upon the parties. Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitrator shall be paid by the unsuccessful party.

6. Any grievance must be filed on the authorized form agreed to between the parties of this agreement. Such forms must provide for naming of the alleged violation and shall state the contention of the employee or the Union and shall indicate the relief requested.

7. Any grievance not advanced to the next step within the time limit in that step shall be deemed resolved.

8. Any grievance not answered by the Administration within the time limit in that step shall be deemed resolved by the relief requested by the employee.

9. Time limits may be extended by the Board and the Union in writing; then the new date shall prevail.

10. The grievance forms shall be made available to any employee requesting such through his supervisor or Union representative.

ARTICLE XI – HOLIDAYS

All employees shall receive the following days off with pay:

Nine - Ten month employees	New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day.
Eleven - Twelve month employees	New Years eve, New Years Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, Christmas Day

ARTICLE XII – INSURANCES

1. MEDICAL

A. The Board shall purchase identical medical insurance coverage as the certified staff – (GFTA Association), offered by and through the Northern Buckeye Education Council, for each bargaining unit employee that works not less than 35 hours per week and his/her family. The Board will pay ninety-five percent (95%) of single and family premium costs. The bargaining unit employee shall pay five percent (5%) of single or family premium costs.

B. The Board will pay 60% of the premium per month for family and single coverage for the 15-34 hours per week bargaining unit employee.

2. DENTAL

The Board shall purchase from a carrier licensed by the State of Ohio dental insurance coverage for each non-certified employee and his/her family, which meets or exceeds the specifications below. The Board shall pay premiums in accordance with Section 1.A. above.

1. Deductible - $25 Single; $50 Family (deductible not applicable on diagnostic and preventative services)

2. Co-payment

a. 100% of usual, customary, and reasonable charges on all diagnostic preventative services (Class I).

b. 80% of usual, customary, and reasonable charges on basic restorative, endodontic, and basic oral surgical services (Class II and III).

c. 60% up to $1,000; lifetime maximum of $1,000 per eligible dependent child and adult for usual, customary and reasonable orthodontic charges (Class IV).

3. Maximum benefits shall be $1,000 per patient per calendar year.

3. VISION

The Board shall provide vision insurance from a carrier licensed by the State of Ohio for each bargaining unit member and his/her family. Each bargaining unit member shall have the option of a single or family plan. The plan shall include the following: $20 Total Co-Payment; Exams every 12 months; Lenses every 12 months, and Frames every

24 months. The Board shall pay premiums in accordance with Section 1.A. above. This plan requires participation by 100% of the bargaining unit members.

4. LIFE

The Board will purchase life insurance in the amount of $40,000.00 for each non-certificated employee.

5. LIABILITY

The Board will provide liability insurance for employee's as long as such insurance is available and affordable.

6. GENERAL PROVISIONS

The Board shall comply with the requirements of the Family Medical Leave Act.

7. MEDICAL WAIVER OPTION

A. Bargaining unit members may waive their right to medical insurance for one (1) full benefit year (September 1 to August 30). Bargaining unit members waiving this right will receive a lump sum payment on the first pay period following the completion of that benefit year in accordance with the following schedule:

Bargaining unit members waiving individual coverage - $800.00
Bargaining unit members waiving family coverage - $1,600.00

B. In the event of a change in the need for coverage due to a major life event causing the loss of the employee's alternate source of insurance during the waiver year (death, change in marriage status, loss of job), the employee may REINSTATE coverage effective the first day of the following month without having to meet any pre-existing condition requirement provided the period of prior coverage meets or exceeds the maximum pre-existing condition limitation period (12 months) with no significant break (63 days) between the two coverages. Documentation of prior coverage period(s) will be required. Filing of properly completed application forms with the Office of the Treasurer will also be required. Such re-entry into the insurance program will nullify the bargaining unit member from receiving the health care insurance waiver payment as originally declared.

C. Should an employee elect to participate in the program, the employee must complete the waiver of coverage form by August 30 of each year. Participation shall require completion of the form each year. An employee who withdraws from the program may not re-enter again until the following year, except for the conditions established in paragraph two above. Employees new to the Fayette

Local Schools may elect to participate during their second full year of employment.

D. The Board shall provide a Section 125 plan for all medical and child/elder care expenses in accordance with Federal law.

E. If two persons employed by the Board are married, they shall not be entitled to two (2) family plans nor shall they be eligible for Medical Waiver Option pay.

ARTICLE XIII – JOB DESCRIPTIONS

1. The Union shall be furnished with a copy of the job description of each classification covered under the terms of this agreement.

2. Prior to any changes in any job description covered under this agreement, the Union shall be notified of such changes anticipated and the effective date of such change.

3. Job descriptions are available from the Treasurer.

ARTICLE XIV – JURY DUTY

1. No employee will lose money by serving on a jury. The Board will supplement any difference between the Court Allowance and regular salary of employee.

2. Any classified employee called for jury duty shall notify his/her supervisor at the earliest possible time. A copy of the jury duty notification should be supplied to the supervisor.

ARTICLE XV – LAYOFF AND RECALL

If the Board determines to reduce the number of employees in a job classification due to abolishment of positions, financial reasons, or lack of work, the following procedures shall govern such layoffs:

1. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements, insofar as practical, of Employees who resign, retire, or otherwise vacate a position.

2. Whenever it becomes necessary to lay off employees by reasons 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 length of total continuous service with the Board in the particular classification. Periods of time that employees are on authorized leaves of absence or lay-off do not constitute an interruption in continuous service; however, such periods of time shall not count toward seniority or service. In the

case of identical seniority, the administration and Union shall determine a fair and equitable means of deciding which employee shall be laid off first.

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

   A. Secretary

   B. Study Hall Monitor

   C. Custodial-Maintenance

   D. Cafeteria Personnel

   E. Bus Drivers

   F. Van Drivers

4. The Board shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classification of lay-off, employees on probation or limited contract shall be laid off before any employee in the classification employed under continuing status is laid off.

5. Prior to the effective date of layoff, the Board shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority dates, classification, and indicate which employees are to be laid off. Each employee to be laid off shall be given fourteen (14) days advance notice of the lay-off. Each notice of lay-off shall state the following:

   A. Reasons for the lay-off or reduction.

   B. The effective date of lay-off.

   C. A statement advising the employee of his/her rights of reinstatement from the lay-off.

6. For the classification in which the lay-off occurs, the Board shall prepare a reinstatement list and the names of all employees employed under probationary or limited contract status shall be placed on the reinstatement list in the reverse order of lay-off. The names of all employees employed under the continuing status shall be placed on a separate reinstatement list in reverse order of lay-off. Reinstatement shall be made from this list before any new employees are hired in the classification.

7. The employee's name shall remain on the appropriate reinstatement list for a period of two (2) years from the effective date of lay-off. Notice of reinstatement will be made by certified mail. If the laid off employee does not respond within ten (10) calendar days of

the mailing of the letter, the employee will be removed from the recall list, forfeiting any rights to recall.

ARTICLE XVI – LONGEVITY PAY

1. The Board of Education agrees to recognize the faithful years of service of the employees. The following longevity schedule shall become effective at the beginning of the employee's school year.

2. After an employee completes ten (10) years of service as of July 1, he or she shall receive an additional increment to his/her salary in the amount of $700.00.

3. After an employee completes fifteen (15) years of service as of July 1, he or she shall receive (in addition to the 10 year increment) an additional increment to his/her salary in the amount of $500.00.

4. Longevity will be prorated according to the following scale:

    a. Employees working at least 2 hours but not more than 4 hours per day will receive 50% of above longevity.

    b. Employees working at least 4 hours but not more than 6 hours per day will receive 75% of above longevity.

    c. Employees working more than 6 hours per day will receive 100% of above longevity.

    d. Longevity pay will be evenly divided between each pay.

ARTICLE XVII – OVERTIME

1. All overtime will be approved by the superintendent in advance and paid at the rate of time and one-half (1 ½) times the daily rate of pay for all hours actually worked over forty (40) hours in one week.

ARTICLE XVIII – PAID VACATIONS

1. Full-time 11 or 12 month non-certified employees shall be entitled to vacation according to the following schedule:

a. 2 Calendar Weeks - after 1 year of employment.
b. 3 Calendar Weeks - after 10 or more years of employment
c. 4 Calendar Weeks - after 20 or more years of employment.

2. Vacation leave can be taken anytime of the year however no more than ten (10) days may be taken between the last day of the school year and the first day of the next school year. In an exceptional circumstance the superintendent may grant more days during this time.

3. The request for use of vacation leave must be submitted two weeks in advance of the desired date of use to the Superintendent.

ARTICLE XIX – PAYROLL

1. Salaries will be paid in equal installments to be paid every other Friday during their contract year. The first payroll date shall be established by the school Treasurer.

2. When twenty-seven (27) pays occur in a fiscal year, the gross yearly salary shall be divided by twenty-seven (27), with the first of the twenty-seven (27) pays to be paid one (1) week after the last pay of the previous fiscal year.

3. The employer shall deduct employer approved annuities directly from employee's check.

4. Paychecks shall be deposited into an account of an employee's choice by electronic direct deposit of funds upon request by employees. All new employees hired on or after July 1, 2004 shall be required to have their paychecks deposited by electronic direct deposit of funds.

ARTICLE XX – PERSONAL LEAVE

1. An employee shall be entitled to three (3) unrestricted personal leave days per year, except as noted in paragraphs 2 and 3 below.

2. The use of personal leave days will not reduce the number of earned sick leave days already accumulated. The employee will notify his/her building principal that a personal leave day is being taken at least five (5) days in advance except in case of emergency. Personal leaves will be granted on a first come basis with no more than ten percent (10%) of the classification being granted personal leave on any given day except that requests for emergency personal leave will be considered separately.

3. Personal leave applications for leave to be used in May must have prior approval of the Superintendent or designee, and such leave may not be used without such prior approval.

4. If personal leave days are not used, the bargaining unit member will be paid the following:

3 days unused - $240.00 - $80.00/day	me too on any increase
2 days unused - $100.00 - $50.00/day	agreed to by GFTA
1 day unused - $ 40.00 - $40.00/day	

This payment will be included in the second pay of June each year.

ARTICLE XXI – PROBATIONARY PERIOD

1. A probationary period shall be served by any newly hired classified employee to determine their fitness and adaptability.

2. Any person serving as a substitute shall serve a probationary period not to exceed thirty (30) days when granted a regular contract.

3. A new employee that has previously been employed by the Board in the same job classification shall be exempt from the probationary period.

4. The probationary period shall be for a sixty (60) day period for all newly hired persons who have not been employed by the Board of Education commencing with the first day worked after the signing of the individual's contract. Job classifications requiring special license (such as but not limited to a low pressure boilers operators license) shall have the probationary period extended until such time that the new employee obtains the required license.

5. An individual can be dismissed on probation at anytime during their probationary period. No seniority rights shall be obtained during this period. Discharge or lay off shall not be subject to the grievance procedure for any reason because of a discharge during the probationary period.

6. Such probationary period shall be a portion of the employee's first contract. It shall not be considered a separate 60-day contract.

ARTICLE XXII – PROFESSIONAL LEAVE AND WORKSHOPS

1. The Board agrees to reimburse each employee who attends a professional meeting or workshop if the Superintendent approves the meeting and its anticipated costs in advance. Such approval shall be acted upon at least one week prior to the meeting.

2. Expenses allowed include:

   a. Mileage - at current I.R.S. rate.

b. Registration fees.

c. Lodging – limited to not more than $75.00/night.

d. Regular rate of pay will occur for employees typical daily work schedule.

e. Employees will car pool if possible.

f. OAPSE business leave - The Board agrees to permit two (2) elected Delegates to OAPSE Local #21 leave of three (3) days each to attend the OAPSE Annual Conference. The employee will elect to use approved personal leave or pay deduct.

ARTICLE XXIII – SAFETY

1. The employer agrees to provide a safe work place. The employer shall not require an employee to operate an unsafe vehicle.

2. Employees shall be paid for all time spent at all required safety meetings.

3. Employees shall not smoke or use tobacco products in any school vehicle or on any school premises.

4. ALCOHOL AND DRUG TESTING PROGRAM

The following items apply to all employees operating motor vehicles who are required to hold a commercial drivers license.

a. The school district will pay for required random, post- accident, and reasonable suspicion drug and alcohol testing. The employee shall pay for all return to duty and follow-up drug and alcohol testing that is required.

b. Drivers who are required to submit to random, post-accident, and reasonable suspicion drug and/or alcohol test shall be compensated for up to ninety (90) minutes of time which includes drive time to and from the testing site. If a driver refuses to submit to a required random, post-accident, and/or reasonable suspicion drug and/or alcohol test, necessary disciplinary action shall be taken by the Board up to and including termination.

c. The district shall provide the mandatory Alcohol and Drug testing inservice to all CDL holders employed by the school district. At this inservice, or by notice, the district shall inform the employee of alcohol and drug rehabilitation programs/providers in the area.

d. Any employee testing positive for alcohol or drugs will be subject to immediate discipline according to Article VIII and the state and federal CDL requirements.

ARTICLE XXIV – SEVERANCE/RETIREMENT PAY

Upon retirement, non-certificated employees of the Fayette School District will be paid a retirement severance pay.

The amount of the severance pay will be determined by multiplying twenty-five percent (25%) times the total number of accumulated sick leave days. This total shall not exceed 59 days and will be multiplied by the individual's average daily rate of pay (during last year) to determine the amount due.

A retiree must have five years of service within the Fayette system to qualify.

ARTICLE XXV – SICK LEAVE

1. Employees will earn sick leave at the rate of fifteen (15) days per year.

2. Sick Leave Accumulation: 235 days.

3. An employee may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. The Superintendent may request a physician's note after five (5) consecutive sick leave days.

4. An employee will not be charged with sick leave on holidays or days declared "calamity days" by the Superintendent.

5. For the purpose of this section immediate family shall include father, mother, sister, brother, spouse, children, step-parent, step-child, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law and brother-in-law.

6. Sick days used for serious illness, serious injury or death in the immediate family will be limited to one (1) day with exception of father, mother, sister, brother, spouse, children which shall be three (3) days.

7. Additional days may be granted by the superintendent when special circumstances occur and are documented.

8. Employees requesting sick leave for medical doctor appointments shall do so as far in advance as possible. Employees will make every effort to set appointment times that will not interfere with their work schedule. Employees who provide less than 48 hours notice

to the employer shall provide a written description of the circumstances which creates the need for the absence.

ARTICLE XXVI – STATE EMPLOYEES RETIREMENT SYSTEM PICK-UP

Board "pick-up" of a unit member's share of SERS contributions shall continue at the rate of employee contribution established at SERS. The "pick-up" shall be by salary reduction and will be at no cost to the Board and is solely for the purpose of reducing current tax for unit members. The "pick-up" will remain in effect so long as revenue rating ruling No. 77-462 remains unchanged. Unit members are individually responsible for reviewing the relationship between the "pick-up" and their other tax deferral arrangements, if any.

ARTICLE XXVII – STATE WORKERS' COMPENSATION

1. All employees covered under this agreement are protected under the State Workers' Compensation Act of Ohio.

2. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Workers' Compensation.

ARTICLE XXVIII – STRIKES

There shall be no strikes, slow down or work stoppages sanctioned by the Union for the duration of this agreement.

ARTICLE XXIX – SUBCONTRACTING

A. The employer agrees not to subcontract bargaining unit work if the subcontracted work would reduce a bargaining unit employee's hours of work, days of employment or would cause a lay off.

B. Lawn care and snow plow services may be subcontracted; however, such subcontracting will not reduce employee hours of work, days of employment or cause a layoff.

ARTICLE XXX – UNION RIGHTS

A. Use of Buildings, Facilities, Equipment and Service

1. The Union and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon completion of the building use form, so long

as it does not interfere with the normal conduct of a school day or previously scheduled activities and it is arranged in advance with the Superintendent and Building Principal.

2. The Union shall have the right to use school facilities and equipment including typewriters, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use. Should any equipment be damaged due to negligence on the part of the Union then the Union will pay for any necessary repairs.

3. The evening custodian shall be permitted to attend local monthly Union meetings without loss of pay (maximum one (1) hour).

ARTICLE XXXI – VACANCIES

1. When the Board determines a vacancy to exist within a classification or assignment it shall be posted within five (5) working days of the Board's action on the vacancy. Posting shall be in a conspicuous place for a period of five (5) working days.

2. All employees covered by this contract shall be notified by mail of any vacancies occurring during the summer break, vacation or approved leave.

3. Any employee, may request the vacant position in writing to the Superintendent within the 5-day posting period. In selecting an employee for the vacant position, the Board shall use the following guidelines.

   a. Employees within the classification shall be considered for the vacant position first.

   b. The most senior member applicant within the classification in which the vacancy occurs shall be awarded the position provided he/she meets the qualifications for the vacant position as established by the Board. The superintendent shall have the sole authority to determine the sufficiency of the qualifications of any applicant. Highest seniority shall be determined by the employee's earliest date of hire by the Board under which the employee has continuously served. Period of time that employees are on authorized leaves of absence or lay-off do not constitute an interruption of continuous service; however, such periods of time shall not count toward seniority or service.

   c. If the vacant position is not filled by an employee within the classification, the most senior member applicant outside the classification in which the vacancy occurs shall be awarded the position provided he/she meets the qualifications for the vacant position as established by the Board. The superintendent shall have the sole authority to determine the sufficiency of the qualifications of any applicant.

d. If an employee is not selected through the above process, the Board may fill the position with a newly hired employee.

e. If no employee within the bargaining unit has expressed interest in the posted position with the 5-day posting period, the Board may fill the position with a newly-hired employee.

ARTICLE XXXII – WAGES (PAY SCHEDULE)

1. All new employees shall be placed on the salary schedules (wage per hour) set forth below.

Bus Driver	$15.36
Van Driver	$11.89
Field Trip Rate	$12.83
Secretary	$12.17
Cook	$11.01
Aide	$10.56
Custodian	$14.50
Sweeper	$ 9.28
Maintenance	$14.50

2. All employees will be paid the following increments and will be included in your biweekly pay (equally divided in each pay):

   $500.00 per 1st year of the contract
   $750.00 per 2nd year of the contract

3. In the event the employer grants a general wage increase including bonuses for its other employees (teachers or administration) during the contract period of July 1, 2012 through June 30, 2014, that exceed the increase provided to the Bargaining Unit Employees in Local #021, the Bargaining Unit Employees shall be extended those higher increases.

ARTICLE XXXIII – WORKING OUT OF CLASSIFICATION

Any employee performing the duties of an absent worker on a daily basis for a period of more than 10 consecutive working days will receive pay due that position at the substitute's appropriate step until the absent worker returns.

ARTICLE XXXIV – COMPLETE AGREEMENT

The Board and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any

subject or matter not removed by law from the area of collective bargaining/negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement constitutes the entire Agreement between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein.

Therefore, for the life of this Agreement, the Board and the Union each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. This Article shall not operate to preclude negotiations over a successor Agreement.

This Agreement shall be in effect from July 01, 2012 and shall expire Midnight June 30, 2014.

FOR THE BOARD

President, Board of Education

Date: 6/19/12

Treasurer, Board of Education

Date: 6-19-2012

FOR OAPSE CHAPTER #21

President

Date: 6-25-12

Secretary

Date: 06·25·2012

6·25·12

CERTIFICATE
Section 5705.412, RC

In the matter of: Negotiated Agreement between Fayette Local Board of Education and Fayette Chapter 21, OAPSE Effective July 1, 2012 – June 30, 2014

IT IS HEREBY CERTIFIED that the FAYETTE LOCAL SCHOOLS DISTRICT BOARD OF EDUCATION, FULTON COUNTY, OHIO, has sufficient funds to meet the contract agreement, obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of and adequate educational program on all days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

FAYETTE LOCAL SCHOOLS DISTRICT

BY_____
President, Board of Education

BY_____
Treasurer

BY_____
Superintendent

CERTIFICATE
Section 5705.412, RC

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FAYETTE LOCAL SCHOOLS DISTRICT

BY_____
President, Board of Education

BY_____
Treasurer

BY_____
Superintendent