



12-MED-03-0325
0614-02
K29705
05/06/2013

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

DELAWARE CITY SCHOOL DISTRICT

BOARD OF EDUCATION

AND THE

**UNITED ELECTRICAL, RADIO AND MACHINE WORKERS
OF AMERICA (UE)**

EFFECTIVE

July 1, 2012 Through June 30, 2014

TABLE OF CONTENTS

ARTICLE I – AGREEMENT..... 1

ARTICLE II – UNION RECOGNITION..... 1

ARTICLE III – DEFINITIONS..... 2

ARTICLE IV – COMPLIANCE CLAUSE..... 2

ARTICLE V – EQUAL EMPLOYMENT OPPORTUNITY..... 3
NON-DISCRIMINATION

ARTICLE VI – SUPERVISORY AUTHORITY..... 3

ARTICLE VII – UNION REPRESENTATION..... 4

ARTICLE VIII – DUES DEDUCTIONS/FAIR SHARE FEES..... 6

ARTICLE IX – BOARD OF EDUCATION RIGHTS..... 7

ARTICLE X – HOURS OF WORK AND OVERTIME..... 8

ARTICLE XI – SALARIES..... 10

ARTICLE XII – PAYROLL..... 11

ARTICLE XIII – GRIEVANCE PROCEDURE..... 12

ARTICLE XIV – DISCIPLINE AND DISCHARGE OF EMPLOYEES..... 15

ARTICLE XV – SENIORITY, VACANCIES, AND TRANSFERS..... 16

ARTICLE XVI – LAYOFF AND RECALL..... 19

ARTICLE XVII – HOLIDAYS..... 20

ARTICLE XVIII – VACATIONS..... 21

ARTICLE XIX – SICK LEAVE..... 23

ARTICLE XX – SICK LEAVE TRANSFER..... 24

ARTICLE XXI – PERSONAL LEAVE..... 25

ARTICLE XXII – COMPULSORY COURT APPEARANCES..... 28

ARTICLE XXIII – ASSAULT LEAVE..... 28

ARTICLE XXIV – MILITARY LEAVE..... 29

ARTICLE XXV – FAMILY AND MEDICAL LEAVE ACT..... 29

ARTICLE XXVI – UNION LEAVE..... 29

ARTICLE XXVII – SERS PICK-UP..... 30

ARTICLE XXVIII – SEVERANCE PAY..... 31

ARTICLE XXIX – HEALTH AND SAFETY..... 33

ARTICLE XXX – INSURANCE AND BENEFITS..... 35

ARTICLE XXXI – IN-SERVICE TRAINING 37

ARTICLE XXXII – LABOR/MANAGEMENT COUNCIL 38

ARTICLE XXXIII – NO STRIKE, NO LOCKOUT 38

ARTICLE XXXIV – CONTRACT ADMINISTRATION..... 38

 APPENDIX A – SALARY 40-41

 APPENDIX B – JOB AND STEP SCHEDULE 42

 APPENDIX C – AFFECTING BUS DRIVERS 43

 APPENDIX D – BUS DRIVER FIELD TRIP ROTATION..... 44

 APPENDIX E – AFFECTING FOOD SERVICE EMPLOYEES 47

 APPENDIX F – ATTENDANCE FOR EMPLOYEE DEPENDENTS..... 48

 APPENDIX G – MISCELLANEOUS 49

CERTIFICATE OF ADEQUATE REVENUES 50

INDEX

AGREEMENT	1
ASSAULT LEAVE	28
BOARD OF EDUCATION RIGHTS.....	7
CERTIFICATE OF ADEQUATE REVENUES	47
COMPLIANCE CLAUSE.....	2
COMPULSORY COURT APPEARANCES	28
CONTRACT ADMINISTRATION	38
DEFINITIONS.....	2
DISCIPLINE AND DISCHARGE OF EMPLOYEES.....	15
DUES DEDUCTIONS/FAIR SHARE FEES	6
EQUAL EMPLOYMENT OPPORTUNITYNON-DISCRIMINATION	3
FAMILY AND MEDICAL LEAVE ACT	29
GRIEVANCE PROCEDURE.....	12
HEALTH AND SAFETY	33
HOLIDAYS	20
HOURS OF WORK AND OVERTIME	8
IN-SERVICE TRAINING	37
INSURANCE AND BENEFITS	35
LABOR/MANAGEMENT COUNCIL	38
LAYOFF AND RECALL.....	19
MILITARY LEAVE.....	29
NO STRIKE, NO LOCKOUT.....	38
PAYROLL	11
PERSONAL LEAVE.....	25
SALARIES	10
SENIORITY, VACANCIES, AND TRANSFERS	16
SERS PICK-UP	30
SEVERANCE PAY.....	31
SICK LEAVE	23
SICK LEAVE TRANSFER.....	24

SUPERVISORY AUTHORITY	3
UNION LEAVE.....	29
UNION RECOGNITION	1
UNION REPRESENTATION.....	4
VACATIONS	21
APPENDIX A – SALARY	40-41
APPENDIX B – JOB AND STEP SCHEDULE	42
APPENDIX C – AFFECTING BUS DRIVERS	43
APPENDIX D – BUS DRIVER FIELD TRIP ROTATION.....	44
APPENDIX E – AFFECTING FOOD SERVICE EMPLOYEES	47
APPENDIX F – ATTENDANCE FOR EMPLOYEE DEPENDENTS.....	48
APPENDIX G – MISCELLANEOUS	49
CERTIFICATE OF ADEQUATE REVENUES	50

1 **ARTICLE I**

2 **AGREEMENT**

3 This Agreement is entered into effective 12:01 a.m. July 1, 2012 by and between the Delaware City
4 School District (hereinafter called the Employer, Board of Education, or Board) and the United
5 Electrical, Radio and Machine Workers of America (UE) (hereinafter called the Union or UE).

6 **ARTICLE II**

7 **UNION RECOGNITION**

8 The Employer recognizes UE as the sole and exclusive bargaining representative for all employees as
9 certified by the Ohio State Employment Relations Board in Case No. 98-REP-04-0103, dated the 8th day
10 of April 1999, in the bargaining unit described as follows:

11 **INCLUDED:** All employees performing the following services: food service, maintenance,
12 custodial, and transportation, including but not limited to the following classifications: Head
13 Cook, Assistant Head Cook, Cook, Cashier, Cashier/Cook, Mechanical Maintenance,
14 Maintenance Electrician, Maintenance Grounds Worker, Supply Clerk/Maintenance, Custodians,
15 Assistant Head Custodians, Head Custodians, Bus Drivers, Bus Mechanics, Dispatcher.

16 **EXCLUDED:** Substitutes, Seasonal and Casual Employees, Students, Supervisors including but
17 not limited to the Transportation Coordinator, Confidential Employees including Secretary to
18 Superintendent, Secretary to the Director of Human and Material Resources, the Substitute
19 Teacher clerk, and all other employees.

20 Bargaining unit employees are not authorized to and shall not provide oral and/or written reprimands,
21 suspend and/or discharge other bargaining unit employees.

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ARTICLE III

DEFINITIONS

- A. Labor Agreement – negotiated contract between the Employer and the Union;
- B. Board of Education, Employer, District – The Delaware City School District Board of Education, its members, administrators, Superintendent, and its authorized supervisors;
- C. Employee – An employee of the Delaware City School District who is included in the Bargaining Unit as described in Article II, Union Recognition;
- D. Day – A calendar day;
- E. Work day – Any day during which a bargaining unit member is regularly scheduled to work, with the exception of holidays as defined in this Labor Agreement or the day(s) that such holiday(s) are actually observed;
- F. Union, UE, exclusive bargaining representative – The United Electrical, Radio, and Machine Workers of America (UE) and Local 799, United Electrical, Radio and Machine Workers of America (UE);
- G. Steward, Local Union Officer - A representative of the union, who is employed by the Delaware City School District Board of Education.
- H. ORC – refers in general to the body of law known as the Ohio Revised Code.

ARTICLE IV

COMPLIANCE CLAUSE

This Agreement supersedes and replaces any conflicting provisions of the Ohio Civil Service Code governing the employment of non-certificated employees.

45 **ARTICLE V**

46 **EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION**

- 47 A. The Board will provide equal employment opportunities in compliance with applicable federal,
48 state and local laws.
- 49 B. The Employer and the Union agree that there shall be no discrimination because of race, color,
50 sex, sexual orientation, age, marital status, religious belief, creed, national origin, disability,
51 military status, ancestry, immigration status, or membership or non-membership in the Union
52 with respect to the application of any provision of this Agreement.

53 **ARTICLE VI**

54 **SUPERVISORY AUTHORITY**

- 55 A. Supervisors
- 56 The Board reserves the right to hire, assign and designate all supervisors, including immediate
57 supervisors. "Supervisors" are defined as those Board administrators who have the authority to
58 implement or effectively recommend supervisory actions, including but not limited to, the hire,
59 promotion, transfer, suspension or discharge of employees. "Immediate supervisors" are defined
60 as those persons with direct supervisory authority, including but not limited to the authority to
61 conduct evaluations, over one or more employees. The Board will provide the Union with a list
62 of immediate supervisors by October 1 of each school year. Employees shall not serve as
63 supervisors or immediate supervisors over other employees.
- 64 The Board reserves the right to require employees, such as Head/Assistant Head Custodians,
65 Head/Assistant Head Cooks, or Head Mechanic, to assign or direct other employees. Such
66 employees may, at the Employer's sole discretion, authorize overtime and prepare/review the
67 time sheets for employee(s) he/she directs prior to submission to the Treasurer's office.

68

69 B. Evaluations
70 Employees shall not be required to evaluate other employees. However, employees, such as
71 Head/Assistant Head Custodians or Head/Assistant Head Cooks or Head Mechanic, may be
72 required to provide assistance to supervisors in the preparation of evaluations.

73 ARTICLE VII

74 UNION REPRESENTATION

- 75 A. Duties: The Union shall represent all bargaining unit employees equally and without
76 discrimination regardless of their membership or non-membership in the Union.
- 77 B. Stewards: The Union may designate Stewards at each school building or physically separate
78 establishment, work area, or shift worked. The Union may also designate one (1) Chief Steward
79 for the bargaining unit. The Chief Steward and any other Union Steward shall be identified by
80 name and location in writing to the Superintendent not later than one (1) week following the
81 selection of such Stewards and Chief Steward.
- 82 All employees will be afforded the opportunity of Union representation at all conferences at
83 which the employer and/or the Board reasonably believe that disciplinary action may result. If a
84 Union Steward attends a grievance meeting at any step of the procedure or at a disciplinary
85 conference, such Steward/Chief Steward shall be provided release time, if needed, in connection
86 with attending the meeting/conference.
- 87 C. Union President: The President of the Local, or in his/her absence, the Vice-President shall have
88 the privileges accorded to Union Stewards.
- 89 D. Access to Workplace: Official UE International Representatives or Field Organizers may consult
90 with employees before or after the completion of the employee's work day and shall be permitted
91 access to work areas at such times only for the purpose of adjusting grievances, assisting in the
92 settlement of disputes, and for the purpose of effectuating the provisions and terms of this

93 Agreement. Such UE International Representative or Field Organizer shall, after entering a
94 building during normal work hours, first inform the head supervisory person in the building of
95 his/her presence. Annually, not later than November 15th, the Union shall supply the Board with
96 a list of authorized field representatives, Union Stewards, and Local Officers (including, but not
97 limited to, President, Vice President and Secretary/Treasurer), which list shall be kept current by
98 the Union. The Board shall furnish to the Local Union the names of all Board members,
99 administrators and supervisors in charge at all work locations.

100 E. Use of Buildings and Equipment: The Union shall have the right to use buildings for Union
101 meetings after the conclusion of the teacher workday. Meetings shall be scheduled with the
102 appropriate supervisor/principal to avoid conflicts with school activities or previously scheduled
103 meetings or events. The Board will charge the Union only for custodial overtime cost, if any,
104 which is reasonably incurred as a result of such meeting.

105 The Union shall also have access to school copying equipment for the duplication of meeting
106 notices and other postings for its members.

107 F. District Mail Services and Bulletin Boards: The Union has the right to use regular intra-district
108 mail service. The Board shall also supply space on bulletin boards in school offices and
109 teachers' lounges, and break rooms for Union-related communications and notices.

110 G. Financial Information: On an annual basis, the Board shall supply the Union with one copy of
111 the budget and the annual appropriations as soon as practical.

112 H. Access to the Board of Education:

113 1. The Board shall provide the Union President with a hard copy of its complete agenda and
114 relevant public documents prior to a Board meeting (at the same time the Board members
115 are provided their copies) and through the use of the District website or electronic

116 bulletin board. The Board shall also provide approved Board minutes once they are
117 published.

118 2. The Local Union President or his/her designee may address agenda items at Board
119 meetings following a written request concerning those subjects. The request shall be in
120 response to the Board agenda and shall be received by the Superintendent or designee
121 prior to the regularly scheduled Board meeting.

122 I. Union District Council and Convention Leaves of Absence: The Union shall have the right to
123 one (1) paid Union leave day for each elected delegate (no more than 2) to attend a UE District
124 meeting. Unpaid leaves shall be granted for each elected delegate (no more than 2) to the UE
125 National Convention or other UE related event (for up to five school days). Employees desiring
126 to use UE leave will provide at least ten (10) days prior written notice to their supervisor(s).

127 **ARTICLE VIII**

128 **DUES DEDUCTION/FAIR SHARE FEES**

129 A. During the term of this agreement, the Employer agrees to deduct regular union dues and
130 initiation fees on a bi-weekly basis (24 pay periods), from the wages of each employee who
131 authorizes such deduction in writing on an official Check-Off Authorization Form supplied by
132 the Local Union.

133 B. The Employer shall remit the amount of dues so deducted to the Local Union's Financial
134 Secretary-Treasurer on a monthly basis, along with a report listing the names of all individuals
135 from whom it deducted dues. Not later than two (2) weeks following the effective date of this
136 Agreement, the Local Union shall notify the Board as to the correct amount of Union dues.
137 Thereafter, the Local Union's Financial Secretary-Treasurer shall notify the Board of any
138 increase or decrease in the dues on the fifteenth (15th) day of the month proceeding the month in
139 which the dues increase or decrease is effective.

140 C. In accordance with Section 4117.09-C, the Employer shall, within sixty (60) days following the
141 beginning of employment or the effective date of this Agreement, whichever is later, deduct
142 from all employees who have not submitted a Check-Off Authorization Form, fair share fees as a
143 condition of employment with the Employer. (Employees hired on or before April 1, 1999 and
144 who have not become members of the Union prior to July 1, 1999, shall be exempted from the
145 payment of fair share fees, which are otherwise required by this provision, except as provided
146 below. An exempted employee who voluntarily becomes a member of the Union forfeits such
147 exemption. Effective the beginning of the 2011-12 school year, any employee who has been so
148 exempted shall no longer be exempted and shall be required to begin paying fair share fees. The
149 Union shall notify the Employer of the fair share fee amounts and changes in the amounts of fair
150 share fee in the same manner as notification of amounts and changes in dues deduction. Fair
151 share fees shall be deducted from the payroll checks of the employees in the same manner as
152 regular membership dues are deducted and forwarded by the Employer to the Union, except that
153 written authorization for deduction of fair share fees is not required.

154 D. The Union shall indemnify the Board, its members and its administrative and supervisory
155 personnel and hold them harmless, from any and all liabilities arising legal actions or
156 administrative claims resulting from the Board's actions to comply with the express written
157 provisions of this Article.

158 E. No other employee organization shall be granted or allowed to maintain payroll deduction for
159 employees covered by this Agreement.

160 **ARTICLE IX**

161 **BOARD OF EDUCATION RIGHTS**

162 A. Unless agreed otherwise in this Collective Bargaining Agreement, the Board of Education retains
163 its right and responsibility to:

- 164 1. Determine matters of inherent management policy, which include, but are not limited to
165 areas of discretion or policy such as the functions and programs of the Board, standards
166 of school services, its overall budget, utilization of technology, and the School District
167 organizational structure;
- 168 2. Direct, supervise, evaluate or hire employees;
- 169 3. Maintain and improve the efficiency and effectiveness of Board operations;
- 170 4. Determine the overall methods, process, means or personnel by which school district
171 operations are to be conducted;
- 172 5. Suspend, discipline, demote or terminate for just cause, or lay-off, recall, transfer, assign,
173 schedule, promote, or retain employees;
- 174 6. Determine the adequacy of the work force;
- 175 7. Determine the overall mission of the School District;
- 176 8. Effectively manage the work force;
- 177 9. Take actions to carry out the mission of the School District.

178 **ARTICLE X**

179 **HOURS OF WORK AND OVERTIME**

- 180 A. The hours and location of work will be assigned by the Employer. Breaks will be assigned by
181 the supervisor. Neither this Article nor any other provision of this Agreement shall be construed
182 as a guarantee of hours per day or per week.
- 183 B. Each employee will be paid at the rate of one and one-half (1-1/2) times his or her regular hourly
184 rate (or, if applicable, the trip or banquet rate) for all hours worked in excess of forty (40) hours
185 in any one week. For purposes of this Article only, all hours paid shall be counted as "hours
186 worked." Overtime is not to be worked unless it is pre-approved in advance or assigned by the
187 employee's immediate supervisor, the Superintendent or other administrator. For purposes of

188 calculation, the workweek begins 12:01 a.m. on Wednesday and ends the following Tuesday at
189 midnight 12:00.

190 1. All custodial, maintenance and mechanic overtime shall be distributed by rotation within
191 each classification (custodial, maintenance and mechanic) at each building, beginning
192 with the most senior employee in the classification at the building; provided that, the
193 employee next in the rotation is qualified to perform the required overtime work. If all
194 the employees in the building refuse the event extra hours as offered, the supervisor will
195 offer the extra hours to an employee having the needed skills and experience.

196 C. Breaks

197 Each employee who works more than four (4) hours in one day shall receive one (1) paid fifteen-
198 minute break. Food service employees may use their break as a duty-free lunch. An employee
199 who works more than seven (7) hours in any one day shall be entitled to two (2) paid fifteen-
200 minute breaks. Maintenance and custodial employees shall have an unpaid thirty (30) minute
201 lunch break. The breaks may be scheduled by the Board and may not be used to increase or
202 decrease the employee's scheduled workday.

203 D. Call-in Pay

204 With the exception of bus drivers and food service employees who are paid for the actual time of
205 their trip or event, employees who are called to work outside of their regular shift shall be paid
206 no less than two (2) hours ("call-in pay"). Employees called in due to building emergencies
207 (excluding routine building services such as security monitoring) will be paid call-in pay at the
208 rate of time and one-half.

209 E. If the County declares a Level 3 weather emergency, no employee will be disciplined for not
210 coming to work.

211 F. Non-school Days

212 It is understood that, on non-school days, the District will run only the number of buses needed
213 to transport students to extra education facilities. Bus drivers that service the extra education
214 facilities shall be given the first opportunity, by seniority, to drive these routes. If the most
215 senior regular driver is unable/unwilling to perform these duties, the routes will be offered to the
216 other drivers who regularly service the facility in seniority order. If routes still remain open, the
217 open routes will be offered to the remaining route drivers in seniority order.

218
219 **ARTICLE XI**

220 **SALARIES**

221 A. Classifications and Rates: The Employer and the Union agree to maintain the job titles and rates
222 for each job listed in Appendix A. for the duration of this Agreement.

223 2. B. Step Schedules: Advancement from the initial step of each job to the top step listed for
224 each job title shall be automatic, in accordance with negotiated schedules contained in
225 Appendix A of this agreement. No employee will be advanced on the salary schedule unless
226 that employee has completed at least one hundred twenty (120) days of service in the prior
227 step as of July 1 of any year. Step schedule increases, when applicable, shall be remitted to
228 employees in the first full pay period which is paid on or after August 1 of each year. The
229 Board will determine new employees wage step, based upon applicable experience, not to
230 exceed step five. Newly hired employees shall be required to successfully complete the
231 probationary period before becoming eligible to be advanced to the next step on the Step
232 schedule.

233 C. Pay Increase Upon Transfer: Whenever a bargaining unit member is transferred, promoted or
234 assigned to a job with a higher top pay than his/her present job, such employee shall be placed at
235 the step-rate which does not result in a loss of pay (exclusive of general or unit-wide pay raises)

- 236 from the position he/she previously held. The Dispatcher shall be paid at the applicable bus
237 driver step and rate for time spent driving a bus pursuant to assignment.
- 238 D. July 1, 2012 Wage Increase: One and one-quarter percent (1.25%) wage increase on July 1,
239 2012 for the 2012-2013 school year, July 1, 2013 increase wages by 0.75% and add a one-time
240 adjustment for Head and Assistant Cook wages of \$1/hour as of July 1, 2012 (except any cooks
241 who have been grandfathered (red-circled) at the higher rate of pay). Other cooks shall receive a
242 one-time wage adjust of \$0.20 as of July 1 2013 and all other classifications shall receive a one-
243 time wage adjustment of \$0.05 as of July 1, 2013. If any other group receives a larger
244 percentage increase on their base rate, the UE will be granted the same increase. This includes
245 the potential 0.25% increase in the 2013-2014 school year referenced in the DCTA and OAPSE
246 contracts should projected revenues exceed \$45,000,000 for 2013-14). Any increase shall apply
247 only to base wages (steps) and field trip rate. Each employee shall receive a one-time lump sum
248 payment of \$150 in the last pay in November 2012.
- 249 E. Longevity: Members shall receive an annual lump sum payment of \$300 to be paid in October
250 following completion of their twenty-first (21st) year.

252 **ARTICLE XII**

253 **PAYROLL**

- 254 A. Employees shall be paid in accordance with Appendix A of this Labor Agreement. An employee
255 will be paid his or her hourly rate as provided in the Wage and Step Schedules of this Labor
256 Agreement as well as any applicable overtime premiums.
- 257 B. Employees shall be paid bi-weekly on every other Tuesday as follows:
- 258 1. 12 month (260 day) employees shall be paid for all hours worked (including sick days,
259 holidays or any other paid leave) plus overtime, if any, for the preceding pay period.

260 This payroll schedule will result in equal pays, usually 26 per year, but occasionally the
261 calendar will require 27.

262 2. Less than 12-month (e.g. 185, 187 or 211 day) employees will be paid in the same
263 manner as employees described in B.1.

264 C. If a payday falls on a holiday, employees will be paid on the workday immediately preceding the
265 holiday. If the schools are closed on a payday due to a calamity day or other extraordinary
266 circumstances, such as a bomb threat, the payday shall occur on the next workday that the
267 schools are open.

268 D.
269 Effective September 30, 2012, all employees will be paid utilizing direct deposit to the banking
270 institution of their choice.

271

272

ARTICLE XIII

273

GRIEVANCE PROCEDURE

274 The following definitions and terms apply to this Article:

275 A. A "grievance" is a claim by an employee that the Employer has violated, misinterpreted or
276 misapplied a term of this written Agreement, Board policy or administrative rules that directly
277 affect employees. To be valid and subject to processing under this procedure, all grievances
278 must:

- 279 1. be in writing;
- 280 2. state the facts giving rise to the alleged violation;
- 281 3. state the date on which the alleged violation occurred; and,
- 282 4. must specifically identify, by Article and Section, any and all provisions of this
283 Agreement, policy or administrative rule alleged to be violated.

284 Any grievance not meeting the foregoing criteria will be returned to the grievant and/or the
285 Union with an explanation of the deficiency. When a deficient grievance is returned, the
286 grievant will be afforded an additional three (3) days to submit a timely grievance. Such
287 extension shall be in writing.

288 B. A “grievant” is the employee or group of employees that files a grievance, or the Union.

289 C. If an employee fails to file a written grievance at Step 1 by the stated deadlines or fails to
290 advance a grievance to the next step by the stated deadlines, then the grievance shall be
291 considered waived unless the parties have agreed, in writing, to extend the deadlines.

292 D. If the Employer fails to hold a meeting or to respond to a grievance by the stated deadline, the
293 employee is entitled to appeal to the next step.

294 E. An employee may be accompanied at any stage of the grievance procedure by a representative of
295 the Local.

296 F. Prior to Step 1 of the grievance procedure, the LMC approved grievance form will be completed
297 by the grievant or the union representative and submitted to the Union committee.

298 The timelines set forth in the grievance procedure may be extended by mutual agreement in
299 writing. Alternatively, if the person identified to hear the grievance appeal is not available, the
300 UE may extend the timeline or may request that the grievance be heard by a designee.

301 The following procedure will be used in processing a grievance:

302

303 Formal Grievance: STEP 1: The grievant or union representative shall, within fifteen (15) work days of
304 when the grievant or union representative knew or should have known of the occurrence that gives rise
305 to the grievance, file a written grievance with his/her immediate supervisor. A meeting shall be held
306 between the immediate supervisor, the union representative and the grievant within five (5) work days of

307 the filing of the written grievance. The immediate supervisor shall give his/her answer in writing within
308 fifteen (15) work days of the grievance hearing.

309 STEP 2: If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the Union
310 may appeal to Human Resources Manager by filing a written appeal of the grievance within five (5)
311 work days of the employee's receipt of the supervisor's response. The Human Resources Manager shall
312 hold a meeting with the Union's grievance committee and the grievant to discuss the grievance and its
313 possible resolution within ten (10) work days of submission of the notice of appeal. The Human
314 Resources Manager shall make a written response to the appeal within five (5) work days of the
315 meeting.

316 STEP 3: If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the Union
317 may appeal to the Superintendent by filing a written appeal of the grievance within five (5) work days of
318 the employee's receipt of the Step 2 response. The Superintendent shall hold a meeting with the
319 Union's grievance committee and the grievant to discuss the grievance and its possible resolution within
320 ten (10) work days of submission of the notice of appeal. The Superintendent shall make a written
321 response to the appeal within five (5) work days of the meeting.

322 STEP 4: Arbitration or Terminal Step:

323 a. Suspensions of More Than Three (3) Days or Discharge: any grievance that remains
324 unsettled after the conclusion of the procedures described about in Step 3 that involves a
325 suspension of more than three (3) days or discharge may be submitted to final and
326 binding arbitration upon written request of the Union within fifteen (15) days after receipt
327 of the Board's decision in Step 3. Unless otherwise agreed by the Board and Union, and
328 the issue is stipulated by the parties, no other grievances shall be submitted to arbitration.
329 The arbitrator shall be selected from a panel of seven (7) supplied by the Federal
330 Mediation and Conciliation Services (FMCS) with each party alternately striking one

331 name. The remaining arbitrator shall hear the grievance. The arbitrator shall have no
332 power or authority to add to, subtract from or in any manner change the terms and
333 conditions of this Agreement. The award of the arbitrator shall be final and binding on
334 the Board, the Union and the Grievant(s). The fees and expenses shall be shared equally
335 by the Board and the Union. If either party requests that a transcriber or court reporter
336 record the hearing, the party requesting the transcript shall bear the cost of such services.

337 b. For any grievance involving a discharge or suspension of more than three (3) days (with
338 or without pay), the grievance shall be initiated at Step 3 no later than five (5) work days
339 following the employee's receipt of the notice of termination or suspension by Board
340 resolution.

341 **ARTICLE XIV**

342 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

- 343 A. No employee shall be disciplined or discharged except for just cause.
- 344 B. The Employer shall inform an employee of his/her right to Union representation at any
345 conference or discussion which may lead to or involve potential disciplinary action. If the
346 Employer reasonably determines that the employee's continued employment prior to the
347 conference poses a danger to persons or property, it may place the employee on suspension for
348 up to three (3) days pending the conference to determine disciplinary action. The issue of
349 payment for such suspension shall be determined at such disciplinary conference. Except as
350 noted herein, an employee shall also have the right to consult with his/her Union Steward before
351 he/she is required to leave the workplace.
- 352 1. Results of any pre-disciplinary meeting shall be disclosed to the employee and to the
353 Local Union within twenty (20) work days of the date of the meeting, except in instances
354 where the Board is unable to complete the investigation within that time. The Board shall

379 iv. Transportation

380 B. Probationary Periods

381 1. New employees shall have no seniority status until they have completed a probationary
382 period of ninety (90) workdays, after which their seniority begins from the date of hire.
383 By mutual agreement, the Union and Superintendent may agree to extend the
384 probationary period for an additional thirty (30) days.

385 3. The Board of Education may terminate an employee at any time and for any reason during
386 the probationary period.

387 4. The Board will determine new employees wage step, based upon applicable experience, not
388 to exceed step five.

389 C. Vacancies and Transfers

390 1. When the Board creates a new position or fills a vacancy in an existing position, the
391 position shall be posted for not less than five (5) workdays in all school buildings and on
392 the District internal computer system before being filled. The Union President will be
393 notified when the Board creates a new position, fills a vacancy, decides not to fill a
394 vacancy or makes a significant change to the job duties of an existing position.

395 2. The job posting shall include a job description, wage scale and required skills.
396 Information regarding posted positions will be made available through the staff resources
397 section of the District website.

398 3. Any employee who wishes to apply for a transfer may do so in writing or online within
399 the five (5) day posting period. Any employee also may “pre-apply” in writing or online
400 at any time for one or more future vacancies by notifying the Board in writing provided
401 that any pre-application will lapse at the end of each school year and must be renewed at
402 the beginning of the next school year to be eligible for consideration during that year. If

- 403 an employee refuses a job outside of his/her department for which he/she pre-applied, the
404 employee gives up his/her pre-apply rights for that job in that application year.
- 405 4. Employees within the same seniority group as the vacancy shall have priority for the
406 vacancy over all applicants. The Superintendent or designee shall interview all
407 candidates within the seniority group who are interested in transferring. The employee
408 with the highest seniority that meets the minimum job qualifications posted shall be
409 awarded the position.
- 410 5. If the position is not filled by an employee within the same seniority group, the
411 Superintendent or designee shall interview employees from other seniority groups. The
412 employee with the highest seniority that meets the minimum job requirements shall be
413 awarded the position. Employees may bid on a position as a second job provided that,
414 the position does not conflict with the employee's present hours of work and that will not
415 result in the employee being scheduled for more than forty (40) hours of work in a week.
- 416 6. If no employee is selected to fill the position, the Board may hire an outside applicant.
- 417 7. An employee who transfers into a promotion shall experience no loss of pay resulting
418 from the transfer. An employee who bids on a lower-rated job and thereby transfers into
419 a demotion shall be placed on the salary schedule step that is commensurate with the
420 employee's seniority.
- 421 8. An employee who transfers to a new or vacant position shall have the right to return to
422 his/her previously held position within fifteen (15) workdays. The Board of Education
423 also shall have the right within fifteen (15) days to return an employee to his/her
424 previously held position. The above mentioned fifteen (15) days shall begin the first day
425 the member starts the new position.

426

ARTICLE XVI

427

LAYOFF AND RECALL

- 428 A. Whenever it becomes necessary to reduce the number of employees in a seniority group due to
429 the abolition of a position caused by lack of funds or lack of work, probationary employees in
430 that seniority group shall be laid off first. Layoff of employees shall be made in the inverse
431 order of seniority.
- 432 B. Within a seniority group, the employee with the lowest seniority in that group affected shall be
433 the first laid off, provided that the remaining employees are able to perform the work within that
434 group. If further layoffs are necessary, the same procedure shall continue to be used.
- 435 C. An employee laid off under the above provision shall have the right to bump an employee in any
436 seniority group on the basis of seniority, provided that the employee meets the minimum
437 qualifications of the position to which he/she seeks to bump.
- 438 D. A laid off employee will be eligible for recall and shall receive a written notice of such recall to
439 his/her last known address on file with the Human Resource office. It shall be the responsibility
440 of each employee to keep the Human Resource office informed of his/her current address.
- 441 E. An employee on layoff shall maintain recall rights for a period of two (2) years from the date of
442 layoff.
- 443 F. In refilling vacancies caused by layoffs, employees shall be recalled in the reverse order of
444 layoff.
- 445 G. Notice of recall to a laid off employee shall be sent by receipted written correspondence to the
446 employee's last known address as listed in the Human Resource office. The employee shall have
447 five (5) working days after receipt of the notice to notify the Superintendent of his/her intent to
448 return to work and five (5) more working days to return to work. Receipt of the recall notice
449 means the date of the receipted delivery. If the employee moved and did not provide the Human

450 Resource office with a forwarding address, the attempted date of delivery on the notice shall be
451 the receipt of notice.

452 H. If the employee does not return to work within the time limits stated above, his/her name will be
453 removed from the layoff list and he/she shall be considered as resigning from his/her
454 employment.

455 **ARTICLE XVII**

456 **HOLIDAYS**

457 A. Twelve-month employees will be paid their regular per diem rate for the following holidays.

458	New Year's Day	July 4 th
459	Martin Luther King Day	Labor Day
460	Presidents' Day	Thanksgiving
461	Memorial Day	Christmas
462	Day after Thanksgiving	Day before Christmas

463 B. Nine-month employees will be paid their regular per diem rate for all of the holidays contained
464 in Section A. except for July 4th.

465 C. All eligible employees shall receive paid holiday time off upon assignment to a position in this
466 bargaining unit. Holiday pay will be calculated based on the employee's straight-time pay rate
467 (as of the date of the holiday) multiplied by the number of hours the employee would otherwise
468 have worked on that day.

469 D. In order to be compensated for holidays, an employee must be regularly scheduled to work and
470 must actually work all his/her scheduled hours on the work day immediately before and
471 immediately after the holiday, unless the employee was on approved sick leave or vacation leave.

472 E. A recognized holiday that falls on a Saturday shall be observed on the preceding Friday. A
473 recognized holiday that falls on a Sunday will be observed on the following Monday.

474 Observance of any of the above listed holidays may be changed by the adopted school calendar.

475 UE will have representation on the calendar committee on the same basis as all other unions.

476 F. In exchange for two (2) additional days off (one day prior to New Year's Day and Jug Day) all
477 12-month employees and also those custodians who work less than 12 months are deemed
478 necessary to maintain the flow of work on snow days and other days when the schools are
479 closed. Employees who are required to work on snow days and other days when the schools are
480 closed may, at the discretion of their supervisor, leave when the work is completed and shall be
481 paid for the entire day.

482 G. An employee who performs any work during an observed holiday shall be paid his/her holiday
483 pay in addition to time and one-half (1 1/2) for all such hours worked.

484 **ARTICLE XVIII**

485 **VACATIONS**

486 A. Twelve (12) month employees shall earn paid vacation time. Vacation time for each year will be
487 credited on the anniversary date of hire based on the following schedule:

488 1 through 9 years of service two (2) weeks

489 10 through 19 years of service three (3) weeks

490 20 or more years of service four (4) weeks

491 Employees may not transfer vacation, which was accrued, from employment with another public
492 employer.

493 B. Vacation pay shall be calculated by multiplying the number of vacation days by the number of
494 hours for which the employee is normally scheduled to work and then by the employee's
495 straight-time hourly rate at the time vacation is taken.

- 496 C. Vacation leave may be carried over to the next year provided that it does not cause an
497 employee's total vacation days to exceed two years of vacation accrual as defined by the
498 schedule in Section A. above.
- 499 D. Vacation requests shall be submitted to the employee's immediate supervisor in writing at least
500 one (1) week before the first day of the proposed vacation. The immediate supervisor reserves
501 the discretion to waive this advance request requirement. The Employer reserves the right to
502 limit the number of employees who may take vacation at any particular time. The number of
503 employees from any single department (custodial, maintenance, transportation) who may be on
504 vacation and/or personal leave simultaneously may not exceed one employee or 10% of the
505 twelve month employees in that department who report to the same building, whichever is
506 greater depending upon available coverage. Provided that the requirements of this paragraph are
507 satisfied, an employee's vacation request shall be approved absent any emergency
508 circumstances. A supervisor, at his/her discretion, may authorize vacation requests, which
509 exceed the amounts described above.
- 510 1. In the event that all employee requests for a period of vacation cannot be granted as in
511 Section D. for vacation time in the months of June, July, and August, the senior
512 employee(s) shall be approved for such vacation(s), provided that such request was made
513 prior to March 1 of that year. All other vacations shall be approved or rejected in the
514 order that the vacation request was submitted.
- 515 2. If a vacation would impair the District's ability to function, the Superintendent may deny
516 a request for more than two consecutive weeks of vacation leave for employees in the
517 following classifications: Head Custodian, Maintenance, Electrician, and Maintenance
518 Mechanical.

519 E. The smallest permissible increment of vacation leave is one (1) day. If an employee wishes to
520 request one day per week of vacation leave for three (3) or more consecutive weeks, the entire
521 request shall be made at least one week prior to the first vacation day that is taken.

522 **ARTICLE XIX**

523 **SICK LEAVE**

- 524 A. All employees shall accrue sick leave at the rate of one and one-fourth (1 ¼) workdays per
525 month and may accumulate a maximum of fifteen (15) workdays per calendar year. Any
526 employee can transfer sick leave from previous public employment according to the provisions
527 of the ORC.
- 528 B. Each new employee who has no accumulated sick leave may be advanced ten (10) work days of
529 leave per the employee's contract year, to be used as needed. As the employee accrues sick
530 leave, the advanced days will be paid back at the rate of one and one-fourth (1 ¼) workdays per
531 month. Employees terminating employment prior to "paying back" the advanced days will have
532 the remaining advanced days deducted on a per diem rate at final salary settlement.
- 533 C. Sick leave accumulation shall appear on each employee's pay stub. Sick leave may be used in
534 minimum increments of one-quarter (1/4) day.
- 535 D. Sick leave may be used for absence by an employee for the following reasons or conditions:
- 536 1. Personal illness or injury, including emergency doctor or dentists appointments in
537 connection therewith.
 - 538 2. Pregnancy.
 - 539 3. Exposure to contagious diseases that could be communicated to others.
 - 540 4. Illness or death in the employee's immediate family. Immediate family consists of
541 husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law,

542 parents-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, nephew, niece
543 or anyone who virtually held the position of immediate family.

544 An employee shall be allowed to use five (5) workdays of sick leave due to the illness or
545 death of relatives not covered by Section 4 above.

546 E. Any employee who is absent for three (3) or more consecutive days for any of the reasons set
547 forth above is required to provide a doctor's excuse or verification ("verification" = form
548 provided by the Board and signed by the employee verifying that the use of sick leave is for one
549 of the reasons contained in the Agreement) of illness (for the employee's own illness or family
550 member's illness giving rise to the absence) to be eligible for paid sick leave.

551 ARTICLE XX

552 SICK LEAVE TRANSFER

553 A. Eligible employees who have exhausted or reasonably expect to exhaust all accumulated sick
554 leave may request the approval of the Superintendent to receive transferred sick leave days from
555 other eligible employees in accordance with this provision. The Superintendent shall approve
556 such transfer request provided that:

- 557 1. The employee is suffering from a personal illness or injury, requiring extended absence
558 from duty beyond the member's accumulated sick leave as certified by his physician.
- 559 2. The employee has exhausted, or is reasonably expected to exhaust, all accrued sick leave,
560 personal leave and vacation leave.
- 561 3. As certified by the employee's physician, the employee has a reasonable expectancy to
562 return to his/her job and is not using sick leave transfer to avoid disability retirement.
- 563 4. The employee has exhausted all accrued sick leave, personal leave and vacation leave and
564 experiences a death in the family that qualifies for sick leave under Article XIX.D.4

565 B. The Union or the employee requesting a sick leave transfer shall submit a written request to the
566 Superintendent or designee for approval. Final approval for such sick leave transfer shall only be
567 granted after the Union or requesting employees have submitted written authorization(s) from
568 employees who have agreed to donate such sick days. Request and authorization forms shall be
569 provided by the Board.

570 C. When approved by the Superintendent or designee, the Treasurer shall deduct one (1) transferred
571 sick leave day from the accrued and unused sick leave of the transferor for each sick leave day
572 that is credited to the eligible transferee. No employee may receive, by way of transfer, more
573 than forty (40) sick leave days in any fiscal year; no employee may donate, by way of transfer,
574 more than one (1) sick leave day per fiscal year to a specific employee; and no employee may
575 donate more than four (4) sick days during any fiscal year.

576 **ARTICLE XXI**

577 **PERSONAL LEAVE**

578 A. Each employee shall be entitled to three (3) days of unrestricted personal leave per school year.
579 Unused personal leave shall not accumulate from year to year, except as set forth in section G.
580 below. Employees hired after the beginning of the school year will accrue personal leave in one-
581 fourth (1/4) day increments at the rate of one-fourth (1/4) day per month based on time served
582 during the initial year of employment.

583 B. Requests for personal leave shall be provided in writing using the appropriate form to the
584 immediate supervisor at least five (5) workdays prior to the leave being requested. The
585 immediate supervisor must return the personal leave form to the employee requested the leave,
586 marked approved or denied, within three (3) work days of receipt. In cases of emergency, the
587 employee should file the form if the emergency is known prior to the personal day requested. In

588 case of an emergency when it is not feasible for an employee to file a request form, the personal
589 day shall be granted once the employee retroactively files the request form.

590 C. Except in emergency situations where it is not feasible for the employee to give prior notice, no
591 leave may be taken without the prior approval of the immediate supervisor and Superintendent or
592 his/her designee.

593 D. Unrestricted personal leave may not be approved for the following reason:

594 1. When the number of employees from any single department (custodial, food service,
595 maintenance, transportation) who are on personal and/or vacation leave simultaneously
596 meet or exceed one employee or 10% of the employees in that department who report to
597 the same building, whichever is greater, depending upon available coverage.

598 E. Exceptions to the above restriction shall be made for the following reasons:

599 1. Emergency circumstances that require the employee to be away from work.
600 2. Conduct of personal legal business not involving the Board.
601 3. Compulsory court appearances, other than jury duty, where the Board is not a party.
602 4. Graduation or marriage of the employee or a relative in the "immediate family" as
603 defined in Article XIX, Sick Leave.
604 5. Religious holidays not included in the school calendar.
605 6. Death or serious illness of a close personal friend.
606 7. Personal obligations:
607 a. Religious
608 b. Transporting a family member for health care.

609 F. The smallest permissible increment of personal leave is one-quarter (1/4) day.

610 G. Employees who do not use any of their unrestricted personal leave days during the regular school
611 year may choose to (a) have these days converted to sick leave days, (b) be paid for each unused

612 personal leave day at one-half (1/2) their per diem rate subject to the limit set forth below, or (c)
613 roll over one (1) unused personal leave day to the next school year with a maximum
614 accumulation of four (4) personal leave days, except that any employee who earns personal leave
615 days through the Attendance Incentive may accumulate that number of additional days (e.g. if
616 the employee earns 4 personal leave days through the Incentive Program, he/she may accumulate
617 up to a maximum of 8 days). If one personal leave day is rolled over to the next school year the
618 employee may choose (a) or (b) for the remaining days. The employee may not be paid for more
619 than three (3) personal leave days (at one-half per diem) in any one year. At the option of the
620 employee, and upon written notice provided the Treasurer not later than June 30, the employee
621 may receive payment as set forth above with payment made in the following September. If the
622 Treasurer does not receive notice requesting payment, all unused personal leave days shall be
623 converted to sick leave.

624 H. **Attendance Incentive**

625 For the duration of this agreement, employees shall be able to earn two (2) additional day of paid
626 personal leave by having perfect attendance in each half of the school year (beginning July 1st
627 and ending the last day of the first semester and beginning the first day of the second semester
628 and ending June 30th) for a total of four (4) additional days for perfect attendance in the entire
629 year. These additional paid personal days off shall be subject to the terms set forth in the
630 Agreement for other paid personal days.

631 Perfect attendance means no absence for any reason (e.g. sick leave), except vacation, personal
632 leave, bereavement leave, union leave or jury duty.

633 I. Employees may receive up to five (5) consecutive workdays per year as unpaid leave with
634 approval of the Superintendent.

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ARTICLE XXII

COMPULSORY COURT APPEARANCES

- A. The Board shall pay an employee called for jury duty at the employee’s regularly scheduled hourly rate of pay. The Board shall grant an allowance (with receipts) for parking fees and one meal per day that is not to exceed five dollars (\$5.00). Such allowance is to come from the compensation that the employee receives for jury duty and is not to come from the Board of Education funds. Excess compensation shall be turned over to the Treasurer of the Board.
- B. Employees must show the jury summons to their immediate supervisor as soon as possible so that the supervisor may make arrangements to accommodate the absence. Employees are expected to report for work whenever the court schedule permits.

ARTICLE XXIII

ASSAULT LEAVE

- A. An employee who is absent due to physical or verifiable emotional disability resulting from an unprovoked physical attack upon the employee, when the assault occurs on Board premises or when the employee is in attendance at an official school function while in the course of the employee’s employment, shall, subject to the approval of the Superintendent or his/her designee, be granted up to thirty (30) working days assault leave.
- B. During assault leave, the employee shall be maintained on full-pay basis, as if he or she had worked his or her regular schedule.
- C. Assault leave may not be granted under this article unless the employee in question:
 - 1. Has signed a written statement justifying the granting and use of assault leave.
 - 2. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.

659 3. Files charges, when physically able, with a law enforcement authority against the person
660 or persons involved. The Superintendent or his/her designee may waive this requirement
661 in an appropriate case.

662 4. Assault leave will be charged initially while the employee is incapacitated as a result of
663 the assault. If the Superintendent or his/her designee disapproves assault leave, sick
664 leave credit will be charged to the day of the assault.

665 **ARTICLE XXIV**

666 **MILITARY LEAVE**

667 A. In compliance with ORC 5903.01, et seq., employees who are members of the Ohio National
668 Guard, the Ohio Military Reserve, the Ohio Naval Militia, or members of other reserve
669 components of the armed forces of the United States are entitled to a leave of absence from their
670 employment with the Board without loss of pay per R.C. 5923.05 for such time as they are
671 performing military duty for periods not to exceed twenty-two (22) eight (8) hour work days or
672 176 hours in any one calendar year, for each calendar year in which military duty is performed.

673 B. Employees who return to work after the completion of military leave will be returned to their
674 previous position with no loss of pay or benefits.

675 **ARTICLE XXV**

676 **FAMILY AND MEDICAL LEAVE ACT**

677 The Board and the Union, on its own behalf and on behalf of the employees, each reserve any and all
678 rights that they are provided under the Family and Medical Leave Act ("FMLA").

679 **ARTICLE XXVI**

680 **UNION LEAVE**

681 A leave of absence without pay for up to one (1) year shall be granted to any employee for the purpose
682 of serving as an elected officer or staff representative of one of the Union's affiliates. Upon return from

683 such leave, an employee shall be placed at the position and wage level he/she would have advanced to
684 without said leave. Employees shall be credited with any new fringe benefits and previously accrued
685 benefits. No benefits shall accrue for the duration of said leave, with the exception that the employee or
686 the Union may pay the full cost of the group rate for all insurance benefits that the employee otherwise
687 would be entitled to receive.

688 **ARTICLE XXVII**

689 **SERS PICK-UP**

- 690 A. The District shall contribute to the School Employees' Retirement System (SERS), in addition to
691 the Board's required employer contribution, an amount equal to each employee's contribution in
692 lieu of payment to such employee. The amount contributed by the Board on behalf of the
693 employee shall be treated as a mandatory salary reduction from the contract salary otherwise
694 payable to such employees.
- 695 B. The total annual salary for each employee shall be the salary otherwise payable under their
696 contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred
697 salary; and, (2) cash salary. An employee's deferred salary shall be equal to that percentage paid
698 as an employee contribution by said employee and shall be paid by the Board to SERS on behalf
699 of said employee as a "pick-up" of the SERS employee contribution otherwise payable by the
700 employee. An employee's cash salary shall be equal to said employee's total annual salary less
701 the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll
702 deductions, to said employee.
- 703 C. The Board's total combined expenditures for employees' total annual salaries otherwise payable
704 under their contracts (including "pick-up" amounts) and its employer contributions to SERS shall
705 not be greater than the amount it would have paid for those items had this provision not been in
706 effect.

707 D. The Employer shall compute and remit its employer contributions to SERS based upon the total
708 annual salary, including the “pick-up.” The Employer shall report for federal and Ohio income
709 tax purposes as an employee’s gross income said employee’s total annual salary less the amount
710 of the “pick-up.” The Employer shall report for municipal income tax purposes as an
711 employee’s gross income said employee’s total annual salary, including the amount of the “pick-
712 up.” The Employer shall compute income tax withholding based upon gross income as reported
713 to the respective tax authorities.

714 E. The “pick-up” shall be included in the employee’s total annual salary for the purpose of
715 computing daily rate of pay, for determining salary adjustments to be made due to absence, or for
716 any other similar purposes.

717 F. The “pick-up” shall be a uniform percent for all employees’ total annual salary for the purpose of
718 computing daily rate of pay, for determining salary adjustments to be made due to absence, or for
719 any other similar purposes.

720 G. The current taxation or deferred taxation of the “pick-up” is determined solely by the Internal
721 Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the
722 “pick-up” will be deferred. If the IRS or other governmental entity declares the “pick-up” not to
723 be tax deferred, this section shall be null and void and the SERS contribution procedure in place
724 prior to the effective date of this provision shall be in effect.

725 **ARTICLE XXVIII**

726 **SEVERANCE PAY**

727 Severance pay shall be a one-time, lump sum payment to eligible employees according to the following
728 provisions:

729 A. Eligibility

730 An employee's eligibility for severance pay shall be determined as of the final date of
731 employment. The criteria are:

- 732 1. The employee retires from the District pursuant to SERS regulations.
- 733 2. The employee must, within three (3) months after his/her last day of employment with
734 the District, prove acceptance into the retirement system by having received and cashed
735 his/her first retirement check.
- 736 3. The employee must sign an application form for the cancellation of accrued sick leave
737 certifying all eligibility requirements have been met. Such application must be made
738 within three (3) months of the employee's last workday. If the retiring employee notifies
739 the Board on or before the first day of March, in advance of the final workday before
740 retirement, he/she will receive eight (8) severance days as a bonus.
- 741 4. The employee must sign for the severance check certifying that the eligibility criteria
742 have been met.

743 B. Benefit Calculation

744 The amount of the severance benefit due an employee shall be calculated by:

- 745 1. Multiplying the employee's accrued but unused sick leave (up to a maximum of 224
746 days) by 25%.
- 747 2. Multiplying the product times the employee's per diem rate of pay at the time of
748 retirement.
- 749 3. The amount of the benefit calculated in steps one and two shall not exceed the value of
750 56 days accrued but unused sick leave.
 - 751 a. If the employee has provided notice in accordance with A. 3 above, § eight (8)
752 sick days shall be added to the calculations in steps 1 and 2.

753 Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the
754 employee.

755 **ARTICLE XXIX**

756 **HEALTH AND SAFETY**

- 757 A. The Employer agrees to provide a safe and healthful work environment. Adequate medical and
758 first aid services will be maintained by the Employer at all times.
- 759 B. Safety must be a prime concern and responsibility of both parties. The Union and bargaining
760 unit members agree to give assistance and cooperation in the prevention, correction, and
761 elimination of all unhealthful and unsafe working conditions and practices. The Employer and
762 the Union shall discuss safety-related matters, as needed at regularly scheduled or special
763 labor/management meetings.
- 764 C. The Employer may require employees who return from a sick leave of more than thirty (30) days
765 to take a physical examination or at the employee's option provide certification from his/her
766 physician that he/she is capable of performing the work required by their job.
- 767 D. All physical exams required by Ohio law or by the Board shall be paid by the Employer. Such
768 examination(s) shall be by a doctor of the Board's choice. An employee who is required to take
769 a physical exam shall receive one and one-half (1-1/2) hours pay for such exam. The Employer
770 shall not be required to pay for pre-employment exams. Transportation employees who are
771 required by 49 USC 31306 to submit to random drug testing shall receive one (1) hour of pay,
772 unless such testing is performed during their regularly scheduled working hours.
- 773 E. Transportation Employee Drug Testing
- 774 1. The Board shall comply with the provisions of 49USC 31306, the Omnibus
775 Transportation Employee Testing Act of 1991 by periodically testing covered

- 776 transportation employees (employees whose jobs require a Commercial Driver's License)
777 as required by such law for alcohol and controlled substances.
- 778 2. In the event that the testing required by 49USC 31306 discloses that a covered
779 transportation employee has used alcohol or controlled substances in violation of the law,
780 the Board shall take disciplinary action which complies with the law.
- 781 3. The Board shall inform transportation employee(s) who may be the subject of discipline
782 under this provision that he/she has the right to be represented by the Union at any
783 conference or meeting with supervision to discuss such matters.
- 784 4. Actions taken by the Board under this provision are subject to review through the
785 grievance procedure.

786 F. Uniforms

- 787 1. The employer will provide safety vests for members who are performing the duties of
788 crossing guards.
- 789 2. A rental uniform paid for by the Board shall be supplied to all custodians, maintenance
790 personnel, and bus mechanics with five (5) changes per week. Cleaning of such uniforms
791 shall be provided by the uniform rental provider contracted by the Board. The employer
792 will provide, with input from a committee, which includes the three (3) head cooks and
793 Food Service Supervisor, five (5) shirts at the time of hire bearing Delaware City Schools
794 identification. The employer will provide five (5) shirts to food service personnel in
795 2010-2011 and five (5) shirts in each subsequent year. Food service employees will be
796 responsible for cleaning and maintaining the shirts. The Board shall also supply
797 protective aprons to all cooks. Employees who are provided clothing for use at the work
798 site shall wear the clothing during working hours.

799

800 G. Pupil Discipline

801 Employees who work with Career Based Intervention students or community service students
802 will be provided with in-service training in pupil support and discipline and will have available
803 appropriate forms and procedures to initiate reporting of pupils who violate the student code of
804 conduct.

805 **ARTICLE XXX**

806 **INSURANCE AND BENEFITS**

807 A. For the duration of this agreement, the Board shall maintain Hospitalization and Major Medical
808 Insurance for each employee and all eligible dependents, provided that such employee is
809 regularly scheduled to perform twenty (20) hours of work per week or more and the employee
810 pays 18% of the cost of such coverage. If both husband and wife are employed twenty (20)
811 hours of work per week or more, either the husband or wife may elect a family plan.

812 Alternatively, the husband and wife each may elect a single plan.

813 The Employee, spouse, and dependent children (up to age 23, if full-time students) shall be
814 covered by such health insurance programs providing that the employee authorizes deduction of
815 his/her 18% cost share of the premium. For the duration of this Agreement, the Employer shall
816 provide 82% of the cost of such insurance for each eligible employee as defined herein. If the
817 UE should propose an insurance plan and the Board approves such plan, any employees electing
818 to switch to the UE-proposed plan shall be responsible for any cost of the plan that exceeds the
819 Board's 82% share of the existing Board-provided plan. That is, the Board will not be
820 responsible for any additional cost arising from an employee's election to switch to the UE-
821 proposed plan.

822 The Board shall comply with all changes in coverage required by new legislation in accordance
823 with federal and state statutes and regulations.

824 B. If an employee's hospitalization and major medical insurance is covered by a spouse, and if that
 825 employee decides to opt out of the insurance plan, the treasurer will no longer deduct the major
 826 medical/hospitalization 18% percent cost-share from the employee's paycheck. This request
 827 will be processed within fifteen (15) days of the request to leave the plan. Should that
 828 employee's circumstances create the need for reinstatement into the plan, the treasurer will do so
 829 according to the rules set forth by the carrier.

830 C. The health and major medical insurance plan provides for the following deductible limits:

831 **IN-NETWORK DEDUCTIBLES AND OUT-OF-POCKET MAXIMUM**

832

833 Single plan deductible	\$200.00 per plan year
834 Family plan deductible	\$400.00 per plan year
835	
836 Single plan out-of-pocket maximum	\$700.00 per plan year
837 Family plan out-of-pocket maximum	\$1400.00 per plan year
838	
839 90% Co-insurance	Office Visit Co-Pay \$15.00

840

841 **NON-NETWORK DEDUCTIBLES AND OUT-OF-POCKET MAXIMUMS**

842

843 Single plan deductible	\$ 400.00 per plan year
844 Family plan deductible	\$ 800.00 per plan year
845	
846 Single plan out-of-pocket maximum	\$ 1400.00 per plan year
847 Family plan deductible maximum	\$2800.00 per plan year
848	
849 70% Co-insurance	Office Visit Co-Pay \$15.00

850 D. Prescription Drugs: As part of the Hospitalization and Major Medical insurance program, the
 851 Board shall provide a prescription drug plan. The prescription drug plan shall be subject to a
 852 \$100 deductible with a \$300 maximum. The co-pay for the thirty (30) day retail pharmacy shall
 853 be \$10.00 for generic drugs, \$20.00 for brand-name drugs on the Preferred Drug List and \$30.00
 854 for drugs not on the Preferred Drug List. The ninety (90) day mail order plan shall be \$20.00 for
 855 generic drugs, \$40.00 for brand-name drugs on the Preferred Drug List and \$60.00 for drugs not

- 856 on the Preferred Drug List. All other prescription drugs shall be covered under the major
857 medical plan's 80/20 co-insurance and deductibles.
- 858 E. Dental Care Insurance: For the duration of this agreement, the Employer shall provide all
859 employees, who are regularly scheduled to perform twenty (20) hours of work per week and their
860 eligible dependents with dental care insurance. Such dental coverage shall include identical
861 benefits to the coverage in effect on June 30, 2006. The Board shall pay the full cost of such
862 dental care insurance.
- 863 F. Life, Accidental Death and Dismemberment Insurance: The Board shall pay the full cost of
864 group life, accidental death and dismemberment insurance for all employees. The face value of
865 such coverage for the duration of this agreement is \$30,000. If the insurance carrier makes the
866 portability of life insurance an option, the Board will make it available to employees on the terms
867 set by the insurance carrier. The employee shall pay the entire cost of the portability benefit.
- 868 G. District Insurance Committee: The Union shall participate on the District Insurance Committee.
- 869 H. The District may implement a statewide health plan, if one becomes available during the term of
870 this Agreement. Alternatively, the District may implement a High Deductible Health
871 Plan/Health Savings Account (HDHP/HSA), if the Insurance Committee recommends one.
- 872 I. For the term of this agreement, if teachers receive a lump sum payment to offset high
873 deductibles and copays, the UE bargaining unit shall receive the same payment.

874 **ARTICLE XXXI**

875 **IN-SERVICE TRAINING**

876 Employees may request, in writing, permission to attend in-service training sessions. The
877 Superintendent may approve such request(s) provided that such training will potentially improve the
878 employee's ability to perform his/her work. When such training is approved by the Superintendent, the

879 employee shall be paid the Board's mileage rate for transportation and his/her hourly pay for all hours in
880 attendance at such training. Fees for the approved training shall also be paid by the Board.

881 **ARTICLE XXXII**

882 **LABOR/MANAGEMENT COUNCIL**

883 A Labor/Management Council will be established upon ratification of this contract. The Council will
884 consist of the Superintendent and members of the bargaining unit, as determined by the bargaining unit
885 membership. The Council will meet periodically to discuss issues and concerns of the bargaining unit
886 and of the District with the purpose of continuously improving safety and support services in the district
887 and the learning environment.

888 **ARTICLE XXXIII**

889 **NO STRIKE, NO LOCKOUT**

890 For the duration of this Agreement (with the exception of specified wage re-openers, if any), the Union
891 and its members will not strike, nor will the Employer lockout any or all of its employees.

892

893 **ARTICLE XXXIV**

894 **CONTRACT ADMINISTRATION**

895 A. Full Agreement: This agreement and its appendices constitute the collective bargaining
896 agreement between the parties; except as may be otherwise mutually agreed hereafter, during the
897 term of this Agreement.

898 B. Amendments to Agreement: This Article shall not bar negotiations over any subject or matter
899 which the Employer and the Union mutually agree to negotiate. Amendments to this Agreement
900 shall be in writing and must be signed by an authorized representative of each party.

901 C. Severability: In the event any of the provisions of this Agreement shall be declared illegal or
902 repealed, only that provision shall be negotiated to comply with the law and the remainder of the
903 Agreement shall remain in full force and effect.

904 D. Termination: The Agreement shall remain in full force and effect for a period of two (2) years
905 from 12:01 a.m. July 1, 2012 until midnight June 30, 2014 Notwithstanding Article XXXIII and
906 the fact that the Agreement has not expired, each party shall retain all statutory rights and
907 obligations regarding contract dispute resolution/impasse (Chapter 4117 of the Ohio Revised
908 Code) during the re-opener for wages and insurance at the expiration of the 2010-11 contract
909 year.

910 IN WITNESS HERETO, the parties have caused this agreement to be executed on 5th day of November,
911 2012.

912 FOR THE DELAWARE CITY SCHOOLS
913 BOARD OF EDUCATION
914 _____
915 Superintendent
916 _____
917 Assistant Superintendent
918 _____
919 Board Member
920 _____
921 Board Member
922 _____
923 Treasurer
924 _____
925 Date

FOR UNITED ELECTRICAL, RADIO
AND MACHINE WORKERS OF AMERICA

President

UE State Representative

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Date

901 C. Severability: In the event any of the provisions of this Agreement shall be declared illegal or
902 repealed, only that provision shall be negotiated to comply with the law and the remainder of the
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907 obligations regarding contract dispute resolution/impasse (Chapter 4117 of the Ohio Revised
908 Code) during the re-opener for wages and insurance at the expiration of the 2010-11 contract
909 year.

910 IN WITNESS HERETO, the parties have caused this agreement to be executed on 5th day of November,
911 2012.

912 FOR THE DELAWARE CITY SCHOOLS
913 BOARD OF EDUCATION
914 Paul A. Craft
915 Superintendent
916 [Signature]
917 Assistant Superintendent *EXECUTIVE DIRECTOR.*
918 [Signature]
919 Board Member
920 [Signature]
921 Board Member
922 Melvin D. Lee
923 Treasurer
924 _____
925 Date

FOR UNITED ELECTRICAL, RADIO
AND MACHINE WORKERS OF AMERICA
Dina S. Williams
President
[Signature]
UE State Representative
[Signature]
Negotiating Team Member
[Signature]
Negotiating Team Member
[Signature]
Negotiating Team Member
[Signature]
Negotiating Team Member
[Signature]
Date

April 1, 2013

**Appendix A
SALARY
2012-2013**

BUS DRIVER		COOK-ASS'T HEAD		COOK-ASS'T SPECIAL		COOK-HEAD		COOKS-CASHIERS		COOKS/CASHIERS SPECIAL		CUSTODIAN		CUSTODIAN-ASST HEAD		CUSTODIAN-HEAD	
1	\$16.82	1	\$12.87	1	\$18.85	1	\$13.61	1	\$11.40	14	\$18.85	1	\$11.57	1	\$13.32	1	\$13.74
2	\$17.11	2	\$13.28			2	\$13.89	2	\$11.66			2	\$12.22	2	\$13.81	2	\$14.23
3	\$17.39	3	\$13.55			3	\$14.19	3	\$11.92			3	\$13.22	3	\$14.34	3	\$14.75
4	\$17.70	4	\$13.84			4	\$14.44	4	\$12.21			4	\$14.15	4	\$14.83	4	\$15.24
5	\$17.96	5	\$14.10			5	\$14.71	5	\$12.48			5	\$14.87	5	\$15.27	5	\$15.67
6	\$18.25	6	\$14.38			6	\$14.97	6	\$12.77			6	\$15.30	6	\$15.69	6	\$16.13
7	\$18.83	7	\$14.66			7	\$15.24	7	\$13.01			7	\$15.74	7	\$16.17	7	16.56
8	\$19.28	8	\$14.91			8	\$15.52	8	\$13.31			8	\$16.21	8	\$16.59	8	\$17.01
9	\$19.71	9	\$15.19			9	\$15.78	9	\$13.58			9	\$16.66	9	\$17.04	9	\$17.45
10	\$20.13	10	\$15.45			10	\$16.07	10	\$13.82			10	\$17.10	10	\$17.51	10	\$17.88
11	\$20.60	11	\$15.73			11	\$16.31	11	\$14.10			11	\$17.54	11	\$17.91	11	\$18.35
12	\$21.04	12	\$16.02			12	\$16.62	12	\$14.37			12	\$17.97	12	\$18.39	12	\$18.79
13	\$21.49	13	\$16.26			13	\$16.89	13	\$14.65			13	\$18.43	13	\$18.83	13	\$19.24
14	\$21.49	14	\$16.26			14	\$16.89	14	\$14.65			14	\$18.89	14	\$19.28	14	\$19.68
15	\$21.71	15	\$16.49			15	\$17.09	15	\$14.86			15	\$19.74	15	\$20.13	15	\$20.57
16	\$21.71	16	\$16.49			16	\$17.09	16	\$14.86			16	\$20.20	16	\$20.60	16	\$21.01
17	\$21.71	17	\$16.49			17	\$17.09	17	\$14.86			17	\$20.20	17	\$20.60	17	\$21.01
18	\$22.14	18	\$16.73			18	\$17.39	18	\$15.16			18	\$20.41	18	\$20.81	18	\$21.21
												19	\$20.41	19	\$20.81	19	\$21.21
												20	\$20.41	20	\$20.81	20	\$21.21
												21	\$20.89	21	\$21.28	21	\$21.65

**Appendix A
SALARY
2012-2013**

DISPATCHER		MAINTENANCE- LEVEL 1		MAINTENANCE- LEVEL 2		MAINTENANCE- SUPPLY/GNDS		MECHANIC		MECHANIC- ASST		MECHANIC- HEAD	
1	\$13.74	1	\$19.30	1	\$15.92	1	\$12.93	1	\$17.40	1	\$14.76	1	\$19.57
2	\$14.23	2	\$19.73	2	\$16.35	2	\$13.43	2	\$17.88	2	\$15.15	2	\$20.05
3	\$14.75	3	\$20.16	3	\$16.80	3	\$13.94	3	\$18.40	3	\$15.54	3	\$20.53
4	\$15.24	4	\$20.48	4	\$17.23	4	\$14.43	4	\$18.89	4	\$15.93	4	\$21.04
5	\$15.67	5	\$21.06	5	\$17.70	5	\$14.94	5	\$19.37	5	\$16.33	5	\$21.53
6	\$16.13	6	\$21.51	6	\$18.13	6	\$15.46	6	\$19.88	6	\$16.33	6	\$22.02
7	\$16.56	7	\$21.95	7	\$18.57	7	\$15.95	7	\$20.37	7	\$16.53	7	\$22.51
8	\$17.01	8	\$22.44	8	\$19.00	8	\$16.45	8	\$20.86	8	\$16.53	8	\$23.00
9	\$17.45	9	\$22.84	9	\$19.44	9	\$16.96	9	\$21.34	9	\$16.53	9	\$23.48
10	\$17.88	10	\$23.28	10	\$19.90	10	\$17.45	10	\$21.84	10	\$16.94	10	\$23.99
11	\$18.35	11	\$23.82	11	\$20.34	11	\$17.96	11	\$21.84			11	\$24.45
12	\$18.79	12	\$24.17	12	\$20.77	12	\$18.49	12	\$22.04			12	\$24.45
13	\$19.24	13	\$24.17	13	\$20.77	13	\$18.98	13	\$22.04			13	\$24.66
14	\$19.68	14	\$24.39	14	\$21.00	14	\$19.48	14	\$22.04			14	\$24.66
15	\$20.57	15	\$24.39	15	\$21.00	15	\$19.48	15	\$22.55			15	\$24.66
16	\$21.01	16	\$24.39	16	\$21.00	16	\$19.71					16	\$25.15
17	\$21.01	17	\$24.74	17	\$21.42	17	\$19.71						
18	\$21.21					18	\$19.71						
19	\$21.21					19	\$20.24						
20	\$21.21												
21	\$21.65												

Appendix B

JOB AND STEP SCHEDULE

- A. Cooks who were hired prior to July 1, 1999 shall be exempted from performing Cashier work. All Cook-Cashiers hired after the effective date of this Agreement are expected to work a combination of Cook and Cashier job functions.
- B. Pre-1994 Cashier rates do not apply to newly hired employees and will be phased out when current pre-1994 Cashiers terminate employment.
- C. Newly hired employees shall be required to successfully complete the probationary period before becoming eligible to be advanced to the next step on the step schedule.
- D. Effective August 1, 2004 the Dispatcher position shall be a twelve-month position and shall be paid in accordance with the Dispatcher salary schedule. During those times when the Dispatcher drives a school bus, the Dispatcher shall be paid at the Dispatcher's salary step applied to the bus driver pay schedule currently in effect.

AFFECTING BUS DRIVERS

A. Routes: Drivers shall keep their current routes until vacated by retirement, quit, discharge for just cause. The District reserves the right to change the composition of routes as needed. Vacant routes or new routes shall be posted under the procedures outlines herein in Article XV, Seniority, Vacancies and Transfers. All bus route vacancies which are caused by the filling of such initial route vacancies shall also be filled in accordance with Article XV.

1. If a new route/add-on is posted between July 1st and September 15th, it shall be posted for two (2) days, as opposed to the typical five (5) days, and employees may relinquish their route/add-on and bid on the new work by seniority; provided that the new work will not cause the employee to be scheduled for more than eight (8) hours per day.

Any new route established or vacated after the first four (4) weeks of school shall be offered to the unassigned drivers by seniority. If none of the senior unassigned drivers accept the work, the least senior unassigned driver must perform the work. This work shall be posted in parts (AM/PM separate from any add-ons) during the last four (4) weeks of the school year for bid by seniority for the following school year.

B. Pre-Trip Inspections: Drivers shall receive thirty (30) minutes of pay for daily pre-trip inspections and routine cleaning and fueling. If a route or run requires that a driver uses a second bus or a replacement bus and such bus has not, as certified by the Transportation Supervisor, received a complete pre-trip inspection on that day, such driver shall receive an additional thirty (30) minutes of pay for performing a pre-trip inspection.

C. Hourly Pay Basis: Bus Drivers shall be paid a trip rate of
 - \$12.97 per hour for the 2012-2013 school year to cover both waiting and driving time for all extra bus trips. All extra bus trips on Sunday shall be paid at a rate of time and one-half (1-1/2) as such. The trip rate shall be increased by the same percentage as the increase to the base rate for the 2013-14 school year [0.75% or 1.0% depending upon the increase to the base rate].

D. Meetings: Bus drivers shall receive their normal hourly pay (and applicable overtime, if any) for attending meetings required by the Employer.

E. Bus Use: Midday and noontime route drivers and bus drivers who work any extra runs may take their buses to other locations only by mutual agreement between the driver the Transportation Supervisor. Such other locations shall be agreed upon at the beginning of the year at the meeting to finalize the driver's route hours.

F. Assistance to Bus Drivers: Consistent with all applicable state and federal laws, bus drivers shall be included in student IEP conferences where the issue of controlling or modifying a student's behavior or interactions with other students is at issue.

G. Absences: When a regular route driver is absent from work, the Employer shall assign the replacement driver for that route.

- H. Bus Driver Call-In Pay If a field trip that was scheduled to begin more than one (1) hour after the completion of the driver's regular route time is cancelled without prior notice to the driver, the driver will be guaranteed a minimum of two (2) hours pay at the field trip rate. Prior notice of trip cancellation may be given to a field trip driver by paper, cell phone or telephone call to a number provided by the driver. Drivers will provide the bus dispatcher with all appropriate phone and pager numbers.
- I. Extended Learning Opportunity ("ELO") after-school routes will be assigned using a continuous single-District trip rotation limited to the assignment of ELO routes.
- J. Unassigned bus drivers shall receive four and one half hours (4 1/2) route pay effective with the 2004/2005 school year.
- K. Bus drivers shall be allowed to park buses at areas other than the schools during a layover only with mutual agreement between the driver and the Transportation Supervisor.
- L. The Board agrees to maintain a refrigerator, a coffee pot, a microwave oven, and a toaster oven with an appropriate horizontal surface in the bus garage.

APPENDIX D
BUS DRIVER FIELD TRIP ROTATION

- A. The Employer shall require its staff to submit a bus field trip request not less than two (2) weeks prior to the date of the trip.
- B. As used in this Appendix E, "Field Trips" are defined as any extra-curricular and co-curricular (such as athletic, band trip or trip for any other student organization).
- C. Subcontracting of a field trip may only occur if the field trip transportation costs are paid by a source other than the Board and if the Board and UE local Executive Board mutually agree that subcontracting may occur. The first attempt will be route driver field trip rotation list; then second will be substitute bus drivers, or until all other measures have been exhausted.
- D. Trip Assignments shall be accomplished by offering field trips to bus drivers utilizing one rotation list.
- E. All bus drivers will be included on the field trip rotation list unless they give written notification to the Transportation Supervisor two weeks following the beginning of the school year or initial employment date.
 - 1. The single list rotation system shall be governed by seniority, shall not run continuously from year to year, but shall start over at the beginning of each new school year.
 - a. The seniority list for field trips shall start with the most senior driver and will proceed completely through the list until all drivers on the list have been assigned a trip.
 - b. Only those route drivers that are employees of the Board shall be assigned field trips. When all route drivers have refused the field trip(s) then substitute drivers will be utilized.

- c. To be eligible for an assigned field trip, the driver must work their regularly scheduled a.m. and p.m. shift assignment prior to the start of the p.m. field trip. When using a personal day, a driver is only eligible for a field trip that begins after their assigned p.m. route time.
 - d. New trips will be assigned as follows: First week of July, August (starting Convocation day) and September trips will be assigned; first week of August, October trips will be assigned; first week of September, November trips will be assigned; first week of October, December trips will be assigned, etc., through the last school day. Separate rotation list shall be used for trips during summer breaks.
2. Runs between the traditional am and pm routes that need coverage due to absence of the regular route driver and trips of less than two (2) hours between the traditional am and pm routes or other mid-day runs in the same time period of two hours or less that arise for other reasons (collectively "mid-days") shall be handled by a separate rotation list and shall not be counted as a field trip. Open mid-days shall be assigned by seniority rotation to those employees who sign the mid-day weekly election sheet indicating availability for a mid-day the following week. Employees must sign the mid-day weekly Election sheet by noon on Monday for the following week to be eligible for available mid-days. If a driver accepts and then turns back in a mid-day, he/she is not eligible for a different mid-day on the day of the turned in trip. In cases where the route driver is absent for a full day, the bus driver assigned will have the mid-day responsibility. Exceptions to this provision are addressed in Appendix D, Section E. 6 and 7 and urgent, unscheduled mid-day runs that require an immediate response.
3. Drivers who accept a field trip after any route shall be paid at the field trip hourly rate with a minimum of up to two (2) hours pay provided that such pay does not overlap contracted route pay.
 - a. The bus driver who loses any portion of an a.m. (after 7:30 a.m.) or p.m. (after 3:00 p.m.) route by accepting an assigned field trip will be paid at his or her regular driving rate for those hours of the field trip that conflict with the regular route time, and then will be paid the field trip hourly rate for the remaining hours of the field trip.
 - b. After arriving for the field trip, if the decision is made to reduce the number of buses that have been assigned, the most senior driver(s) shall have the option of keeping their trip or returning to the Transportation Center and receiving the two (2) hour minimum pay.
4. Any driver who is assigned a field trip has until 2:30 p.m. two (2) working days prior to the departure date to turn that trip back in to the Dispatcher (example: A Wednesday field trip needs to be turned in by 2:30 on the preceding Friday). Any driver that turns in two (2) trips with less than two (2) working days prior notice will be bypassed for the next two (2) turns on the rotation list, except where such cancellation is due to illness or other verifiable emergency. After four (4) such turn-ins, that driver will be removed from the rotation list until the next signup period.

5. Trips (all new and turn-ins) will be assigned as follows by the Dispatcher, with the exception of summer break. The sequence of all new field trips for any specific workweek shall be offered in order of the departure time of the trip. The Transportation Dispatcher shall post all such trips each Friday for the following week. The posting (in a readily accessible area) shall include the driver's name, the date of departure for the trip, group, date assigned, and column for turn-in date and driver's initials. Trips that are turned in by a driver will be reassigned as the next trip out to the next driver in the single list rotation.
 - a. When drivers are assigned and accept trips that result in relinquishing their route for a day or period thereof, the route may be covered by an unassigned driver, substitute driver, or by doubling up routes (safely) for coverage. If there are no such options available to cover the route, the driver assigned the trip would not be eligible and would run their daily route and the field trip will be canceled.
 - b. Assigned trips turned in by the drivers to the Dispatcher shall be time/date stamped and initialed by the driver on the day the trip sheet is placed in the trip turn-in box or given to the Dispatcher.
 - c. There shall be no trading of trips. In the event that a driver is unable to take a trip that he/she had previously been assigned, the trip shall be offered to the next driver on the rotation list.
 - d. Tournament field trips will be scheduled as a single current trip. With each win by the team, an additional field trip will be scheduled for the tournament.
6. In cases where disabled students or students with a special IEP require bus transportation for field trips, the Transportation Supervisor may assign a bus driver who is experienced and has received specialized training in assisting such students without utilizing the field trip rotation list described herein. In such cases, the driver shall be charged for one (1) trip under the provisions described.
7. Trips involving more than 9 students shall be accomplished by using regular route drivers or substitute drivers under the provisions described herein except in cases where such requirement is precluded by law or an IEP.
8. Special trip rotation for summer breaks – Six (6) weeks prior to the beginning of summer break, the Transportation Supervisor shall notify all drivers in writing that he is seeking drivers who are willing to run field trips during the breaks. Drivers who wish to drive the field trips shall notify the Transportation Supervisor in writing one month prior to the beginning of the break period that they will be available. The drivers who so notify the Transportation Supervisor shall be placed on the special trip rotation list. The list shall be arranged in seniority order for the summer break.

Appendix E

AFFECTING FOOD SERVICE EMPLOYEES

- (1) Catering Rate: The hourly rate for food service employees for work performed during banquet functions shall be \$14.63 per hour, plus any applicable overtime premiums.
 - (1) Catering performed during the summer when school is not in session and during the school year for catering work performed outside the regular work schedule of the person to whom the catering work is assigned. If student food service is made available during the summer months, the catering rate will not be applicable to student food service.
- (2) Loading and Lifting Assistance: The employer recognizes that food service employees may need routine assistance in the loading and unloading of truck and/or in the placement and storage of necessary materials and food supplies and shall take reasonable action to assure that such assistance is available.
- (3) Satellite Kitchen Servers: The Board shall take reasonable action to assure that a 2nd server is regularly scheduled to assist cooks in serving meals at so-called satellite schools.

APPENDIX F

ATTENDANCE FOR EMPLOYEE DEPENDENTS

- A. Employees who live out of the Delaware City Schools District have the right to have their child/children attend the Delaware City Schools K-12 educational program tuition free. The Board is not obligated to provide transportation to the employee's child/children

- B. Employees who reside outside the School District will be permitted to apply for pre-school services, provided that no consideration shall be required until all District resident applications have been addressed. Applications for pre-school services will be kept on file.

APPENDIX G
MISCELLANEOUS

1. The Board and the Union will install an exhaust fan in the bus garage on or before November 1, 2004.
2. The Board and the Union will explore options to address Union concerns regarding provision for a wheel (bus) lift in the bus garage in LMC meetings.
3. To the extent that an appropriate response to these issues may require the District to engage in additional capital expenditures beyond those required in number 1 above, such expenditures will be considered in connection with the structuring of capital issues for the District.
4. In the interest of fairness, the Board will review the head custodian and custodian positions to determine whether physical work assignments are fairly allocated between employees that hold those positions. Within 60 days after the effective date of this Agreement, the Board shall meet with the Union to review such findings and to discuss recommendations the parties may make to fairly allocate physical work activities in the custodial job classifications.
5. Second shift custodians shall be permitted to leave their respective buildings to attend the monthly UE membership meetings; provided that, the custodian makes up all lost time by staying beyond the end of his/her normal shift for that period of time equal to the time he/she was not working due to attendance at the UE meeting.

SECTION 5705.412 CERTIFICATE OF
ADEQUATE REVENUES
OAC SECTION 3301-92-05

Negotiated Collective Bargaining Agreement Between the Board of Education, Delaware City School District and the UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA (UE) for the period from July 1, 2012 through June 30, 2014

The undersigned, Treasurer, Superintendent, and President of the Board of Education of the Delaware City School District, located in Delaware County, hereby certify in connection with the contract referenced above (the "Contract") that:

The school district has in effect for the term of the Contract, the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the district, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel and programs for all of the days set forth in the adopted school calendar for the current fiscal year and for those school days in the succeeding fiscal year which are or will be scheduled to take place during the term of the Contract.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of November 2012.

DELAWARE CITY SCHOOL DISTRICT
DELAWARE COUNTY, OHIO

By: _____
Title: President, Board of Education

By: _____
Title: Superintendent

By: _____
Title: Treasurer