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STATE EMPLOYMENT  
RELATIONS BOARD

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**MASTER AGREEMENT**

**BOARD OF EDUCATION**

**UNION LOCAL**

**SCHOOL DISTRICT**

**AND**

**OAPSE LOCAL 283**

**JULY 1, 2012 - JUNE 30, 2014**

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## **1 ARTICLE 1**

### **PURPOSE**

- 1.1 Recognizing that providing a high quality education for the children of the Union Local School District is the primary purpose of this school district and that good morale in the non-teaching staff is necessary for the best education of the children, we hereby declare that:
- 1.2 The Board shall retain and reserve unto itself, without limitation, all powers, rights, authority, duties and responsibilities to operate and manage the school district.
- 1.3 In the exercise of these powers, rights, authority, duties and responsibilities, the Board shall adopt policies, rules, regulations and practices in furtherance thereof, and their use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract.
- 1.4 The Board of Education recognizes that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation and effective communications exist between the Board of Education and its non-teaching staff.
- 1.5 It is the intent and purpose of the parties to set forth herein the Agreement covering rates of pay, hours of work and all other terms and conditions of employment and to set forth an orderly procedure for consideration and resolution of matters of negotiations between them.

## **ARTICLE 2**

### **RECOGNITION**

- 2.1 The Union Local Board of Education (hereinafter called the "Board") recognizes the Ohio Association of Public School Employees, Local 283,

(hereinafter called the "Union") as the sole and exclusive bargaining agent for all regular non-teaching employees, (hereinafter called "employees,") except substitute and student employees, the Treasurer and employees within his/her office, the Transportation Supervisor, and Maintenance Supervisor, and the private secretary to the Superintendent for the term of the contract.

- 2.2 The Board agrees, during the term of this agreement, not to add additional employees to the Treasurer's Office who are excluded from the bargaining unit unless the employees' duties are directly related to the operations of the Treasurer's Office.
- 2.3 Should a new position or job classification be created by the Board during the terms of this agreement, and if the Union and the Board cannot agree if the position or classification is a part of the bargaining unit or excluded from it, then if the parties cannot otherwise agree, the dispute shall be submitted to the State Employment Relations Board for resolution.
- 2.4 The Board and Union recognize and agree that all employees in the bargaining unit have the right to join, participate in, and assist the Union and the right to refrain from such membership. Membership shall not be required for employment or continuation of employment.

### **ARTICLE 3**

#### **NEGOTIATION PROCEDURES**

- 3.1 These negotiations are entered into between the Board and the Union for the purpose of establishing and setting forth, in writing, procedures governing wages, hours of employment, fringe benefits, conditions of employment. Such negotiations shall also serve as an orderly manner agreeable to both the Board and Union to resolve and adjust misunderstandings and/or misinterpretations of the Articles set forth herein as well as related matters concerning non-teaching staff members.

- 3.2 Negotiations may be initiated by the Board or the Union by notifying the other party in writing not earlier than one hundred twenty (120) calendar days, nor later than ninety (90) calendar days, before the expiration of this Agreement. Within fifteen (15) calendar days of the receipt of said notice, the first negotiation session will be held.
- 3.3 At the first negotiation session, each party will have an opportunity to present its written proposals and give an explanation. After the first session, no new items shall be added for negotiation without the mutual consent of the teams. Subsequent negotiation meetings shall be scheduled until tentative agreement is reached or impasse is declared.
- 3.4 The Board and Union shall be represented at all negotiation meetings by a team of negotiators not to exceed seven (7) members each. Neither party shall have control over the selection of the negotiation team of the other. Negotiations may be conducted at an equal number of meetings scheduled at 9:00 A.M. and 6:00 P.M. If such negotiations are scheduled during the scheduled working hours of a union member of the bargaining team, that employee shall be paid his regular rate. In addition, each negotiating team shall be authorized to admit two (2) consultants to each meeting. No more than one (1) consultant may be permitted to address the group at one time. The cost of consultants shall be borne by the party requesting such. Observers shall not be permitted in the negotiation meetings.
- 3.5 The parties mutually pledge that their teams shall be clothed with all necessary power and authority to make proposals and to consider proposals in the course of negotiations. All negotiations shall be conducted exclusively between said teams and conducted in executive session.
- 3.6 Each negotiation session will last no longer than three (3) hours unless the parties mutually agree to extend the session.
- 3.7 The use of a tape recorder in negotiation meetings is not permissible.

- 3.8 Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party to caucus. A caucus shall not exceed thirty (30) minutes.
- 3.9 The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Union, comments on the proceedings of the negotiations shall not be made to the media unless such comments have first been given, in writing, at least twenty-four (24) hours in advance to its release, to the other party.
- 3.10 Upon reasonable request, the Board shall make available to the Union, and the Union shall make available to the Board, all available information pertinent to the issues under negotiation, such as financial condition of the district. The Board and the Union shall incur no special expenses in providing such information to the other party. Nothing contained herein shall require the parties to make available any confidential information or reports expressly compiled for the use of the negotiating teams. Nothing contained herein shall require the confidential information or reports expressly compiled for the use of the negotiating teams.
- 3.11 When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Union for its consideration.
- a. If ratified, the Master Contract shall be submitted to the Board for its consideration, and all the Board's negotiators shall recommend and urge approval.
  - b. The Master Contract shall be signed by both parties and the approval by the Board shall become a part of its official minutes.
  - c. (This is deleted and replaced by a new Entire Agreement clause at the end of the Master Contract).

- 3.12 In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties shall have the option to declare impasse.
- 3.13 If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
- 3.14 The parties shall jointly or individually prepare a request for mediator and direct such request to the Federal Mediation and Conciliation Service. Any costs, should they occur for Federal Mediation and Conciliation Service, shall be shared equally between the Union and the Board of Education.
- 3.15 The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- 3.16 The Mediator has no authority to recommend or to bind either party to any agreements.
- 3.17 If mediation does not result in an agreement, the parties shall request the services of the American Arbitration Association in appointing an advisory arbitrator.
- 3.18 Advisory Arbitrator - The Advisory Arbitrator shall have the authority to hold hearings and to confer with any persons deemed advisable in seeking to effect recommendations for resolving only those issues at impasse. Within twenty (20) days after receiving the matter(s) under dispute, the Arbitrator shall report recommendations for settlement to the negotiation teams.
- a. The recommendations of the Advisory Arbitrator shall be submitted to the negotiating teams for consideration. If agreement is not reached within five (5) days, or a mutually agreed upon date, the Advisory Arbitrator's report shall be submitted to the Board, Superintendent and Union.

- b. The Union shall take formal action upon the recommendations of the Advisory Arbitrator within twenty (20) days after the receipt of said recommendations.
  - c. The Board shall take action upon the recommendations of the Advisory Arbitrator at a special or regular meeting conducted after the Union's action, but not less than ten (10) nor more than twenty (20) days after receipt of said recommendation.
  - d. The expense of the Advisory Arbitrator shall be shared equally by the Board and the Association.
- 3.19 If the Union and the Board are unable to reach agreement within twenty (20) days after the Advisory Arbitrator's recommendations, the Union may proceed as provided in Section 4117 O.R.C.

**ARTICLE 4**  
**CONTRACT PROVISIONS**

- 4.1 Newly hired bargaining unit employees shall enter into written contracts for their employment which shall be for a period of not more than one year, the first ninety (90) days of which shall be a probationary period. If the employee's performance is not satisfactory during this 90 day probationary period, he/she may be terminated.
- 4.2 If such employees are rehired after the one (1) year contract, their subsequent contract shall be for a period of two (2) years.
- 4.3 If, after the completion of the two (2) year contract provided in Section 4.2 above, the contract of such employee is renewed, the contract shall be for a continuing period of time and the salary provided in the contract may be increased but not reduced unless such reduction is a part of a uniform plan affecting the bargaining unit employees of the entire district or the employee requests and is granted a reassignment to a job classification at a lower pay schedule.

- 4.4 All contracts shall specify the hourly rate, number of paid holidays and number of days of paid vacation leave. If the annual salary is stated, the number of work hours per week shall also be specified.
- 4.5 All bargaining unit employees shall be notified on or before July 1 as to the salary and other information required by Section 4.4 above.
- 4.6 Employees may not be removed or disciplined except for just cause. Removal and discipline shall be subject to the grievance procedure. The Union recognizes the Administration's right to discipline employees for just and proper cause. Discipline should be to instruct as well as to punish and should be progressive in nature while taking into account the seriousness of the violation. Penalties for disciplinary action are: oral and written reprimands, suspensions, reduction of pay to the next lower step within the range, and demotion or dismissal. The employee has the right to union representation at any and all steps of the discipline process. Under usual circumstances the following procedure shall be followed for the same or related offenses:
- a. First Offense - Oral reprimand. The employee and supervisor must sign and verify, in writing, such offense was issued.
  - b. Second Offense - Written reprimand
  - c. Third Offense - Suspension of One (1) day suspension without pay.
  - d. Fourth Offense – Suspension of Three (3) days without pay.
  - e. Fifth Offense - Dismissal or suspension of more than three (3) days Under unusual circumstances such as intoxication on duty, theft of Board property, gross insubordination, or the intentional endangering of students or co-workers the employer may impose discipline in line with (c) or (d) above. All derogatory materials including disciplinary actions, such as suspensions of three days or less, shall be removed from the employee's personnel file and destroyed after remaining in the file for a period of three (3) years. Records concerning a serious offense resulting in a longer suspension, or terminations may be retained indefinitely, unless the action is subsequently dis-affirmed. The three-year guideline for retention of

records concerning non-serious offenses shall not apply if the administration has taken the same or similar corrective action during the three year period, but will be removed when the employee has completed a three year period without a repeat offense. Each regular employee must be given a performance rating once a year. If an employee is rated unsatisfactory or substandard, specified instructions as to what is expected from the employee in order for the employee to raise this rating will be given. Employees are entitled to union representation at any disciplinary hearing. No employee will be disciplined without a hearing by his/her supervisor or the Superintendent or his/her designee, unless the employee specifically waives the hearing in writing. Notice of the hearing will be given to the local union president at least three (3) working days prior to the day of the scheduled hearing. Discipline administered at the Superintendent's level is subject to the grievance procedure, commencing at Level Four.

4.7 Personnel Files - An employee may request, upon reasonable notice, the right to review the contents of his/her personnel file. The file is to be examined in the administration offices and in the presence of a witness designated by the Administration. No employee shall be denied reasonable access to his/her file. Nothing may be removed from the file by the employee. The employee will not be permitted to examine pre-employment references or communications in the file; nor will he be permitted to communications between the Board and the Board's legal counsel. Normally an employee may not examine his file during his work shift. Special arrangements, because of abnormal conditions, may be made with the Treasurer's Office. Each employee shall be given a copy of the derogatory material placed in the personnel file. An employee may file an answer or comment to any material included in the personnel file and such answer shall be attached to the file copy.

4.8 No anonymous material shall be placed in an employee's personnel file. Material placed in an employee's file shall be dated as well as signed by the

employee and the individual responsible for the material being placed in the file. The Employee's signature will not indicate concurrence nor disagreement with the material it will only indicate that the employee has seen the material. If the employee refuses to sign, the material will be so noted and placed in the file nevertheless. This section shall not be applicable to informational material such as salary notices or job placement.

- 4.9 The parties have agreed that they will work together to prevent any discrimination as to race, creed, color, national origin or ancestry, age, handicap, or sex in hiring practices and assignments to jobs.

**ARTICLE 5**  
**NO STRIKE PLEDGE**

- 5.1 The Union agrees that there will be no work stoppages, strikes, concerted withdrawals of services, or slowdowns of any kind during the life of this Master Contract.
- 5.2 The Board agrees that during the term of this agreement it will not engage in a lockout in violation of O.R.C. Section 4117.11(A)(7).

**ARTICLE 6**  
**PAY PERIODS**

- 6.1 Regular employees shall be paid in twenty-six (26) payments on alternate Fridays. When twenty-seven (27) pays occur in a fiscal year, the gross yearly salary shall be divided by twenty-seven (27).
- a. When school is not in session, checks will be mailed to employees. The employees may request their checks be held for pick-up in the Treasurer's Office.
- b. If due to emergency conditions school is canceled on a payday, pay checks will be distributed the following Monday. If school is going to be closed

due to emergency for three (3) days or more, every effort will be made to distribute checks by mail as soon as possible.

- c. Regular employees working overtime or additional hours during a pay period shall forward a copy of their additional hours to their immediate supervisor by the end of business the following Monday. Payment will be made for said time on a two week lag. Employees who have not turned in time sheets to the employee's immediate supervisor by the end of business on Monday following the end of the pay period will not receive this additional pay until the next payroll date.
- d. In those years in which there is an extra day in the work year (five (5) out of seven (7) years), the employees will be given a day off without pay to adjust the calendar/pay periods.

6.2 Payroll Deductions - The Treasurer shall make deductions beyond those required by law when fifty-one percent (51%) of the employees request a particular deduction by completing a payroll deduction card.

- a. Authorization for such deduction shall be for the entire year and continue in effect until such time as it is revoked by the employee.
- b. Revocation shall take effect at the end of the pay period following the date on which the request for revocation is made by the employee.

6.3 Dues deduction of Union Membership

- a. Dues for all employees signing dues deduction cards with the Treasurer's Office shall be deducted equally from each pay. Membership dues shall be deducted over a twelve (12) month period in twenty-six (26) equal deductions. Such deductions shall be forwarded directly to the OAPSE state treasurer. Sixty (60) days after beginning employment or the effective date of this agreement, whichever is later, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as

notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.

- b. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, and demands by any employees arising from the deduction of fair share fees made by the Employer pursuant to this Article and to defend the Employer in any such claims, attorneys selected by the Union. The Employer agrees to accept attorneys selected by the Union for the defense of claims, actions and demands by any employees arising under this Article.
- 6.4 Employees may have a portion of each pay deducted automatically for PEOPLE contributions. Said contributions will be sent directly to the PEOPLE Committee in Columbus. Employees who wish to have PEOPLE deductions taken from their pay shall sign an authorization form.
- 6.5 All employee benefits such as sick leave, vacation, and personal leave will be accrued and calculated upon an hourly basis.

## ARTICLE 7 ASSOCIATION ACTIVITIES

- 7.1 Agenda/Minutes Board Meeting:
- a. Two days prior to each regular or special Board meeting, the Union shall be mailed, or the Union may pick up, a copy of the official Board Agenda together with a copy of the monthly financial statement provided the Board. Once the minutes have been approved by the Board and recorded by the Treasurer, one (1) copy shall be given or mailed to the Union President.
- 7.2 Notice:

- a. The Board or its agents shall provide the Union with the agenda of all regular and special meetings, as soon as such agenda is available, prior to the scheduled meeting.
- 7.3 Union Participation:
- a. The Union shall be given an opportunity to participate in any Union Local Board meeting provided:
    - (1) The Union President requests of the Superintendent that he/she be placed on the agenda.
    - (2) Such request is made five (5) days prior to the Board meeting.
    - (3) Such request includes those questions, subjects or issues the Union wishes to discuss with the Board.
    - (4) The Union representative completes the Request to Address the Union Local Board of Education form if he/she wishes to comment on any particular agenda item.
- 7.4 Directory Information:
- a. The Union shall be provided any directory information when such information is provided the Board by the Superintendent.
- 7.5 Intra-District Mail:
- a. The Union shall have access to the intra-district mail service.
- 7.6 Use of Facilities:
- a. The Union shall have the right to use Board owned facilities to conduct Union meetings except during a work stoppage. The Union shall give the building principal reasonable advance notice of its desire to use a particular building for a meeting so provisions can be made for appropriate custodial or security service. The Union shall schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.
- 7.7 Equipment and Supply Use:
- a. The Union shall be permitted to use individual school equipment and all types of audio-visual equipment when such equipment is not otherwise in

use. Supplies used by the Union for its activities shall be furnished or paid for by the Union.

7.8 Phone:

a. As a general practice school phones shall not be used to transact Union business during working hours except that such phones may be used:

- (1) In emergency situations; and
- (2) During periods when Union officers are not engaged in school work.

No long distance phone calls shall be charged to Union Local School District phones.

7.9 Individual Building Representatives:

a. Individual building representatives of the Union shall have the use of an assigned bulletin board for Union business or announcements. The building representatives shall also be given the opportunity to make Union announcements at faculty meetings.

7.10 Building meetings called by the Union shall not conflict with administrative called meetings nor be scheduled during student class time.

7.11 No Union related business shall be conducted during scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities except as noted herein.

7.12 Privilege of Office:

a. The President of the Union or his/her designated official shall be permitted to visit schools or buildings within the school district when they are not on duty. Upon his/her arrival, he/she shall notify the principal or supervisor of his/her presence and purpose of the visit. Visits to discuss special problems must be arranged so as to not conflict with the member's normal duties.

- b. The President of OAPSE, Local/283 and one (1) delegate may attend the OAPSE Convention, not to exceed three (3) working days, with no loss of daily wages. Convention expenses will not be paid by the Board.
- 7.13 All Union related business conducted by the Union President shall be conducted outside the normal school day except in emergencies, during the lunch period or before or after the school day or with supervisor's permission.
- 7.14 An employee elected to a State union office that requires his/her full-time performances shall be granted a Union leave, without pay, for a period not exceeding two (2) school years.
- Professional Meetings/Workshops:
- a. Employees may be released to attend up to two (2) professional meetings and/or workshops per year which pertain to the duties of the employee's current classification. The Board will reimburse employees wages lost due to attendance, reasonable expenses and the cost of attendance of such meeting.
  - b. The Board shall provide, for those employees who elect to participate, educational sessions designed to provide the knowledge necessary to pass the Commercial Drivers Examination. These sessions shall be provided, whenever possible, during normal working days (9:00 A.M. - 3:00 P.M.)
  - c. The Board shall bear the cost of testing and/or fees associated with any re-certification required by federal, state or local agencies to maintain employees current certification in their respective classifications.
- 7.16 Extracurricular Activities:  
The Board agrees to provide each member of the bargaining unit one (1) pass admitting the employee to home extracurricular activities.

**ARTICLE 8**  
**SENIORITY AND JOB BIDDING PROCEDURE**

- 8.1 The following classification series are set up for the purpose of job bidding and reduction procedures. Classifications/Classification Series:

1. Head Cook, Assistant Cook, Cafeteria Assistant
2. Head Mechanic
3. Bus Driver
4. Secretary I, Secretary II
5. Custodian
6. Playground Aide/Cafeteria Aide/Bus Aide
7. Paraprofessional (Aide to the Multi-Handicap, Aide to the Severely Behavioral-Handicapped, I.E.P. Support Aide, Instructional Aide, Library Aide, Pre-School Aide, and VI Aide. All of these positions in number 7 require a valid and current Paraprofessional Certificate issued by the State of Ohio.
8. Clinic Aide
9. Maintenance Person
10. Groundskeeper
11. HVAC
12. Support Services Assistant

- 8.2 When a job vacancy occurs due to retirement, termination, resignation, death, or creation of a new position, and the Board determines it should be filled, a "vacancy notice" shall be posted within ten (10) working days, for five (5) working days in each building staffed by employees of the bargaining unit. Such notices shall be posted in a designated open area accessible to all employees in each building.

Notice of vacancies that occur during the summer months shall be posted on the school's emergency call system for five (5) working days beginning on Monday of the week of the posting. One (1) e-mail notice shall be sent to all known bargaining unit members e-mail address and notice shall be provided to the local President prior to the first day of the posting.

- 8.3 Employees desiring a vacant position shall submit their bid to the Superintendent within the five (5) working day posting period. All

“vacancy notices” shall contain a job title, shift, work location(s), and deadline (hour and day) for submitting a bid.

- 8.4 The vacant position shall be awarded to the employee having the greatest seniority from among those employees who submit a bid from within the classification series. However, such employee shall be subject to the provisions of Section 8.11 hereafter, and shift, work locations and job assignment shall be subject to change as required by the Board. The Board will not act arbitrarily or capriciously in making any changes pursuant to this item.
- 8.5 If no employee from within the job classification series bids for the job, the job shall be awarded to the senior qualified employee bidding on the position from a list of pre-qualified bargaining unit members. To be listed on this list of pre-qualified bargaining unit members for any classification, employees must submit evidence to the Superintendent or his/her designee that they possess the qualifications for that classification. Lists of qualifications for each classification will be available to bargaining unit members in the Superintendent’s office. Tests to determine whether or not an employee’s name will be placed on the pre-qualified list will be offered during the last two (2) weeks of all odd numbered months. Employees will notify the administration of their desire to take any test during the first five days of any testing month. The determination by the Superintendent or his designee as to qualification shall not be made arbitrarily or capriciously. The position, if filled, will be awarded within 45 days of the closing of the posting period. If no bargaining unit member is found to be qualified for the vacant position, then the Board may proceed as provided in paragraph 8.6 hereinafter.
- During the period November 1, 2005 through November 1, 2006, the employer may require any individual who has not successfully passed a test for a classification for which tests are currently required to successfully pass a test in order to remain on the pre-qualified list for that classification.

- 8.6 If no qualified employee within the bargaining unit bids for the vacant position, the Board may hire a new employee for said position who meets the qualifications required of bargaining unit members.
- 8.7 All vacancies, including those created by employees bidding to a vacant position under the procedure described here, shall be posted for bid in accordance with this procedure.
- 8.8 Seniority is defined as the length of continuous service as an employee of the Board, from the employee's original of hire by the Board.
- 8.9 Should two or more employees have the same date of hire by the Board of Education, the following formula shall be used, in order, to determine seniority:
- (1) date actually began work as a regular employee;
  - (2) application date;
  - (3) drawing of lots with Board and Union representative present.
- 8.10 The Board shall make available to the Union a current seniority list of all employees by November 1<sup>st</sup> of each year of the contract.
- 8.11 Employees who bid on a job in a classification which they have not previously held shall serve a forty-five (45) working day probationary period. If such employee's performance is not satisfactory, he/she shall be reassigned to his/her former position at the same salary or wage earned prior to his/her appointment to the vacant position. The employee who has occupied his/her former position must likewise return to his/her former job. Seniority rights shall not be affected by such eventuality. Those employees who bid on a job in a classification in which they have previously performed satisfactorily shall not be required to serve another probationary period.

Similarly, during this forty-five working day period the employee retains the option of returning to his/her former position at the same salary or wage earned prior to assuming the position in the new classification.

- 8.12 Only regular employees who are members of the bargaining unit, as defined in Article II, shall accumulate seniority. Substitute employees shall not accumulate seniority.
- 8.13 An employee awarded to fill a position in a different classification shall start at the same step in the new classification as the step he/she occupied in his/her previous classification. Individuals who are in the employ of the Board of Education in one classification and then are awarded an additional job in another classification, shall start in that second classification at step 0.
- 8.14 Nine and ten month employees will be given first consideration for summer work by the Board provided they possess the necessary skills. Compensation, as well as the other aspects of this item, for such summer work are not covered by this agreement.

## **ARTICLE 9**

### **LAYOFF AND RECALL PROCEDURE**

- 9.1 Employees may only be laid off due to a lack of work, a lack of work because of lack of funds, abolition of position, decline in student enrollment, lack of work resulting in reduction of hours, or closing of schools.
- 9.2 In the event of a planned reduction in force, the Board shall notify the Union at least thirty (30) calendar days before any layoffs take effect. Within ten (10) calendar days of such notification, a meeting shall be scheduled between the Superintendent and the Union to review the reasons for the layoff, the affected employees and the date of the layoff.

- 9.3 The number of employees affected by reduction in force shall be kept to a minimum insofar as possible by not employing replacements for employees who retire, resign or otherwise vacate a position.
- 9.4 Whenever it becomes necessary to reduce the number of positions in a classification the following procedure shall be used:
- a. An employee whose position is eliminated shall have the right to bump and displace any less senior employee in his/her classification providing his/her seniority is greater.
  - b. The employee who is bumped or reduced out of the classification shall then have the right to bump and displace any less senior employee in the classification series. Should the displaced employee not possess enough seniority to bump within his/her classification series, he/she may displace any less senior employee in any classification in which the displaced employee is qualified to work pursuant to the pre-qualified list created pursuant to Section 8.5 of this Agreement. These qualifications include meeting the current licensing and certificate requirements for the position.
  - c. Bumping out of classification will place the affected employee at the nearest step at or above his/her hourly rate or salary.
- 9.5. A laid off employee shall retain recall rights to his/her original classification for a period of two (2) years. During this period, a laid off employee shall continue to accrue seniority and retain all seniority rights, including the right to bid on any vacant position.
- 9.6 The laid off employee shall notify the Board of any changes in his/her mailing address and/or telephone number. In the event of a recall, the employee being recalled shall be notified by certified mail and shall have seven (7) calendar days from the receipt of such notice in which to respond. Copies of all recall notices shall be sent to the President of the Union Local.

- 9.7 Should a vacancy occur in any classification, during a period when employees are on a recall list, the vacancy must first be posted in accordance with Article 8, in order to give more senior employees an opportunity to bid on the position.
- 9.8 Laid off employees shall be recalled by seniority to vacant positions for which they are qualified which are not filled through the bidding procedure. For the purpose of this article “qualified employees” are those employees who are either laid off from the classification series in which the vacancy exists or whose name appears on the pre-qualified list for that classification.
- 9.9 No new employees will be hired until all laid off “qualified employees”, as defined in 9.8 above, are recalled to positions for which they are qualified.
- 9.10 An employee must be notified in writing at least ten (10) working days prior to being laid off.

**ARTICLE 10**  
**EMPLOYEE GRIEVANCE PROCEDURE**

- 10.1 DEFINITION:
- a. A grievance is an alleged violation, misinterpretation, or misapplication of the written Master Contract in effect between the Union Local School Board and the Union.
  - b. A grievant shall mean an employee or group of employees within the bargaining unit, or the Union alleging that some violation, misinterpretation, or misapplication of the aforementioned contract has actually occurred.
    - (1) A grievance alleged to be a “group” grievance shall have arisen out of identical circumstances affecting each member of said group.
  - c. The grievant shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be handled in a confidential manner in accordance with these provisions.

- d. A day shall mean a calendar day. The number of days indicated at each level shall be considered as maximum and shall not be exceeded.
  - (1) Lack of adherence to time limits by the grievant shall result in a waiver of the right to proceed unless by mutual agreement of concerned parties.
  - (2) Lack of adherence to time limits by the Administration shall result in awarding of the remedy requested by the grievant.
- e. Copies of the documents pertaining to a grievance which have been filed shall be placed only in confidential files of the Treasurer of the Board and in the files of the President of OAPSE Local #283.
  - (1) The Treasurer shall make these available only to the members of the Board of Education, the Superintendent, and by court order. The Board of Education is not responsible for the manner in which the President of OAPSE Local #283 maintains his or her files.
- f. A grievant may be represented by Union in any grievance initiated pursuant to this procedure.
- g. Grievant may have a regular employee accompany him/her as a witness at all levels.
- h. A grievance may be withdrawn at any level without prejudice of record.
- i. Copies of all written decisions of grievances shall be sent to all parties involved: the Union President, the aggrieved, the Treasurer, and the appropriate administrator.
- j. Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office and through designated officials of the Union.

#### 10.02 PROCEDURE:

- a. Level One - Informal
  - (1) Any employee with a problem must have privately discussed this problem first with his immediate supervisor before a

grievance shall be filed. The problem shall have been discussed within fourteen (14) days after the alleged grievance occurred to the person submitting the grievance.

- b. Level Two -Formal
- (1) If the action taken by the building principal or immediate supervisor does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent.
    - (a) Failure to file such appeal within seven (7) days from receipt of the written notice of the principal's or supervisor's action on said grievance shall be deemed a waiver of the right of appeal.
    - (b) A grievance may be filed by the union when the issues raised by the grievance are identical for two or more employees; such grievances will commence at this level. The filing, if it is to be made, must take place within fourteen (14) days after the alleged grievance occurred. Grievances involving single employees shall be filed by the employee and commence at Level One- Informal.
    - (c) Upon request, a hearing shall be conducted by the Superintendent within seven (7) days after the receipt of the request.
    - (d) The aggrieved employee, President of the Union and the OAPSE Field Representative shall be advised, in writing, of the time, place and date of such hearing.
  - (2) The Superintendent shall take action on the appeal of the grievance within seven (7) days after the conclusion of such hearing.
    - (a) the action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the

building principal, or supervisor, the Treasurer of the Board of Education and the President of the Union.

- c. Level Three - Formal
- (1) If the aggrieved person is not satisfied with the disposition at Level Three, he/she may request the issue be submitted to the Board of Education Grievance Committee within seven (7) days after receipt of the written notice of the action taken by the Superintendent.
  - (2) Failure to file such appeal within seven (7) days from receipt of the written notice of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal.
  - (3) Upon request, a hearing shall be conducted by the Board committee within fourteen (14) calendar days after receipt of the request.
  - (4) The aggrieved employee, president of the Union and the OAPSE Field Representative shall be advised, in writing, of the time, place and date of such hearing.
- d. The Board committee shall take action on the appeal of the grievance within ten (10) calendar days after receipt of the appeal, or, if a hearing is requested, ten (10) calendar days after the conclusion of such hearing.
- (1) All deliberations of the Board concerning the adjudication of a grievance shall be conducted in executive session, and the grievant, the union and the Superintendent may or may not be excluded depending upon the will of the Board.
  - (2) The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the building principal or supervisor, Superintendent, the Treasurer of the Board of Education and the President of the Union.

- e. Level Four - Formal
- (1) Within fourteen (14) days after the receipt of the decision rendered in Level Four, the Union may submit the grievance to arbitration by sending a written request for a list arbitrators to the American Arbitration Association. A copy of said request shall be sent to the Superintendent.
  - (2) An arbitrator shall be selected in accordance with the voluntary rules and regulations of the American Arbitration Association (AAA).
  - (3) The Arbitrator shall have the authority to hold a hearing in accordance with the AAA's voluntary rules. Within thirty (30) days of receiving the matter(s) under dispute, the Arbitrator shall render his award.
  - (4) The Arbitrator shall send a copy of his award and decision to the Superintendent, the grievant and the Union President. His award shall be final and binding on the parties.
    - (a) The AAA filing fee, costs and fees of the Arbitrator, and the cost of any stenographic transcript shall be borne as follows: (1) by the Board, if the grievance is sustained; (2) by the Union, if the grievance is denied; and (3) by both in equal shares if the grievance is sustained in part and denied in part.

## **ARTICLE 11**

### **WORK WEEK/OVERTIME**

- 11.1 The standard work week shall be forty (40) hours commencing at 12:01 A.M. Monday through midnight Sunday.
- 11.2 All work performed in excess of forty (40) hours in one week shall be paid at time and one-half (1-1/2x) the employee's regular hourly rate. Any holiday for which an employee receives compensation shall count as time worked for the purpose of computing overtime. In lieu of additional

compensation, the employee may elect to take compensatory time off in accordance with the Fair Labor Standards Act. However, prior written approval must be obtained by the employee from his supervisor before working overtime. At the time of such approval the employee must make his election as to whether he chooses compensatory time off or compensation. Compensatory time off must have administration approval before it is taken but efforts will be made to accommodate the wishes of the employee.

- 11.3 Any employee shall have the right to refuse a request to work overtime, except in emergencies.
- 11.4 Overtime work shall be offered on a rotating basis, in each work location, to employees within the classification for which the overtime work is being performed. Should no employee who regularly works in the location in which the extra/over time exists accept the work opportunity, the extra/over time shall be offered to other members of the classification in which the work exists on a district wide rotating seniority basis. Should no employee from within the classification in which the work exists accept the work, it shall be offered to employees on the pre-qualified list for the classification in which the work exists on a rotating seniority basis. Overtime work opportunities shall be distributed as equally as possible among employees in each of the steps described herein. In implementing this section, the employer may use a separate list for each building. Each list shall contain the names of all employees (district wide) interested in extra/over time work. Each separate list shall be compiled by September 15 of each year, and thereafter shall remain in effect until the start of the following school year.
- 11.5 All 12 month employees required to report to work on a calamity day ( a day when schools are closed to students for the entire day due to an epidemic, weather problems or other public calamity) he/she should report to work unless it is physically impossible to do so or is otherwise excused.

12 month employees shall be entitled to the state mandated number of calamity days per year.

- a. An employee who does work on a calamity day beyond the state mandated number of calamity days per year shall be paid his/her regular rate of pay for time actually worked pursuant to O.R.C. 3319.081 (G). School days with late starts or early dismissals are not calamity days.
- b. Two hour delays are for the purpose of giving custodial and maintenance staff time to check the building and assure the safe entry of our students and staff into the buildings. Therefore, all custodial and maintenance staff employees are required to report to work at their respective normal scheduled work times, road conditions permitting.

11.6 The employer has the right to reassign employees on a day to day basis.

Whenever an employee is assigned by the employer to perform work for at least one (1) hour in another classification, he/she shall be paid as follows:

- a. If the job is in a higher paid classification, he/she shall receive the base rate for that higher classification; provided, however, that in no event shall the rate be lower than what the employee is currently earning.
- b. If the job is not in a higher paid classification, he/she shall receive his/her regular rate of pay.
- c. Employees maintain the right to perform the duties of their regular job on any day that those duties are to be performed.
- d. This article does not apply to substitutes.

11.7 Regular employees who work less than forty (40) hours and who are qualified and eligible shall be offered substitute work before non-bargaining unit employees as long as it does not conflict with the less than forty (40) hour employees' regular work hours and does not result in overtime. Shifts consisting of four (4) hours or less will not be split to accommodate this provision. These work opportunities shall be rotated among those employees on the pre-qualified and eligible list at each building on the basis of seniority. Employer has the unilateral right of assignment. Total number of temporary reassignments not to exceed 20

days per school year (July-June). The rate of pay for substitute work shall be set by the employer. [This Section shall not pertain to extra bus trips (see Section 29.1) nor will it prevent an employee from being offered the opportunity to “move up” to fill in for an employee who is off work in the same classification series and whose position normally works more hours than those regularly worked by the employee who is “moving up.”]

11.8 An employee who is required by the Board to work on a holiday shall be compensated at the employee’s regular rate of pay, in addition to his/her regular holiday pay.

11.9 Employees who work a minimum of five (5) hours per day shall have a regularly scheduled uninterrupted unpaid thirty (30) minute lunch period and shall be free to leave the building during that lunch period.

11.10 When an early dismissal occurs, the release of employees shall be at the discretion of the employee’s immediate supervisor.

11.11 Employees called in to work at hours that are not contiguous with their regularly scheduled shift shall receive a minimum of two (2) hour pay.

11.12 If an employee is absent for more than sixty (60) consecutive days the following procedure will be followed in filling that employee’s position:

- a. A temporary bid will be posted.
- b. The position shall be filled by the senior employee within the classification, who bids on the work.

Should no employee from within the classification be able to fulfill the requirement of 2 above, the position shall be filled by the senior employee from the pre-qualified list for the classification who bids on the job.

Should no employee whose name appears on the pre-qualified list be able to fulfill the requirement of 3 above, the work will be offered to employees within the classification on an overtime basis. This work will be awarded, on a rotating basis, in accordance with section 11.4 above.

After exhausting this procedure, should the position not be filled, the Employer may choose to utilize a non-bargaining unit member to perform the work.

This procedure shall be followed for the initial vacancy created by an employee's absence, and the first vacancy created by another employee's "move-up" into that position.

**ARTICLE 12**  
**PAID HOLIDAY SCHEDULE**

- 12.1 Classified personnel shall receive pay for the following nonworking days:
- |                            |   |
|----------------------------|---|
| (a) New Years Day          | (g) Thanksgiving Day                      |
| (b) Martin Luther King Day | (h) *Day after Thanksgiving               |
| (c) *Friday before Easter  | (i) Christmas Day                         |
| (d) Memorial Day           | (j) *Next working day after<br>Christmas  |
| (e) *Independence Day      | (k) *Last working day before<br>January 1 |
| (f) Labor Day              |   |

\*Applies only to twelve (12) month employees: Custodians, Secretaries, Maintenance Man and Bus Mechanics.

**ARTICLE 13**  
**VACATIONS**

- 13.1 Vacations will be granted to twelve (12) month employees anytime during the year if a suitable substitute is available, and at the approval of the building principal and the Superintendent. Vacation time for twelve (12) month employees is accumulated accordingly:
- a. One (1) week of vacation will be granted after the completion of the first year.
  - b. Two (2) weeks annually after the completion of two (2) through eight (8) years.

- c. Three (3) weeks annually after the completion of nine (9) through thirteen (13) years.
  - d. Four (4) weeks annually after the completion of fourteen (14) through twenty (20) years.
  - e. Five (5) weeks annually after the completion of twenty (20) years.  
Employees who successfully bid from a less than 12 month position to a 12 month position will not be permitted to utilize this vacation benefit until they have held a 12 month position for a period of one year.
- 13.2 Twelve (12) month employees may carry up to three (3) weeks of their vacation time over until June 30<sup>th</sup> of the following year. The term anniversary date as used in this section (e.g. 13.2) shall mean hiring date for the twelve (12) month position.
- 13.3 Twelve (12) month employees may not take more than two (2) consecutive weeks of vacation during weeks students are in attendance unless approved by the Superintendent.
- 13.4 Vacation requests for employees shall be submitted prior to the date the employee wishes to take vacation. Vacations requested less than two (2) weeks prior to the date may be granted by special permission of the superintendent.
- a. Seniority shall determine vacation schedule preference when a conflict exists between employees desiring the same vacation schedule.
  - b. No more than ten percent (10%) of the employees or at least one (1) employee in a specific classification within a building may be on vacation leave at one time. This will be determined on a seniority basis.
    - (1) Exceptions or changes to scheduled vacations may be granted by the Superintendent.

**ARTICLE 14**  
**SEVERANCE PAY**

- 14.1 The Board shall grant any employee who elects to receive retirement from the School Employees Retirement System, Social Security, or similar entity, severance payments equal to twenty-five percent (25%) of accumulated sick leave.
- a. The maximum payment to be granted shall not exceed one-fourth (1/4) of the accumulated sick leave during the term of this contract.
  - b. An employee shall not be eligible for severance pay until he/she has achieved seven (7) years of continuous employment with the Union Local District.
  - c. The Treasurer of the Board shall determine the daily rate of payment by dividing the actual number of days of service under the employee's contract into the annual salary, but shall not include overtime pay.

**ARTICLE 15**  
**INSURANCE BENEFITS**

In order to be eligible for insurance, an employee must be contracted for at least 25 hours per week. Anyone enrolled in the insurance programs on July 1, 2011 who are contracted for less than 25 hours but at least 20 hours per week remain eligible to participate in the insurance programs.

Any employee hired prior to January 1, 1983, for less than eight (8) hours per days shall be entitled to the same benefits as eight (8) hour employees in this collective bargaining agreement.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

**Medical**

- A. The Board will pay 90% of the premium and the employee will pay 10% for seven (7) or eight (8) hour employees. Five (5) or six (6) hour employees will pay 15%. Any grandfathered employees working less than 25 hours will pay 15%.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications

The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be consistent with those adopted by the COG.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be consistent with those adopted by the COG.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: \$1,000

F. Diabetic Management Program: will be part of all PPO programs

G. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with SERS providing the participant pays 100% of the Board cost one (1) month in advance.

H. Specifications - PPO:

Maximum Benefits            Unlimited

Deductible                    \$100/ individual  
                                      \$200/family

Accumulation Period    Calendar Year

Co-Insurance Provision In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative - Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet

Dependent Coverage - Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification - Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

### **Life Insurance**

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$40,000 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

### **Dental Insurance**

- A. The Board will pay 90% of the premium and the employee will pay 10% for seven (7) or eight (8) hour employees. Five (5) or six (6) hour employees will pay 15%. Any grandfathered employees working less than 25 hours will pay 15%.

Plan description (summary only):

- 1) Maximum benefits/covered person:  
Class I, II or III - \$2,500/person per year.
- 2) Deductible-Ind.           \$25 per year
- 3) Deductible-Family       \$75 per year
- 4) Co-insurance Amounts
  - a) Class I -  
Prevention                   100% of Usual & Customary  
(no deductible)
  - b) Class II -  
Basic                           80% of Usual & Customary
  - c) Class III -  
Major                          80% of Usual & Customary
  - d) Class IV -  
Orthodontia                  60% of Usual & Customary
- Lifetime maximum  
Orthodontia                  \$1200/per individual

**Section 125-Tax Shelter**

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

**VISION**

- A. The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The Board will pay 90% of the premium and the employee will pay 10% for seven (7) or eight (8) hour employees. Five (5) or six (6) hour employees will pay 15%. Any grandfathered employees working less than 25 hours will pay 15%.

Specifications

- 1) Eye examinations - One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.
- 2) Lenses - One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

<u>Per Lens</u>	<u>Per Pair</u>	
Single Vision	\$ 20	\$ 40
Bifocals	\$ 30	\$ 60
Trifocals	\$ 40	\$ 80
Lenticular	\$100	\$200
Contact lenses (cosmetic)	\$ 35	\$ 70
Contact lenses (medically necessary)	\$200	\$400

NOTE: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

- 3) The allowance for medically necessary contact lenses will be paid only if:
- a) The lenses are necessary following cataract surgery;

- b) Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;
  - c) The lenses are necessary for the treatment of anisometropia or keratoconus.
- 4) Frames - One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

- 1) Services for which vision care coverage does not provide benefits include:
  - a) Sunglasses, whether or not requiring a prescription
  - b) Drugs or medications
  - c) Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
  - d) Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
  - e) Orthoptics or vision training
  - f) Aniseikonic lenses
  - g) Coated lenses
- 2) Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
- 3) Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

**ARTICLE 16**  
**SICK LEAVE**

- 16.1 Employees earn sick leave of fifteen (15) days each year at the rate of one and one-fourth (1-1/4) days for each month of service.
- a. Credit is given for all time in active pay status.
- 16.2 Unused sick leave may accumulate as follows:
- a. 280 days for the duration of this contract.
  - b. Employees may accumulate up to four (4) additional sick days per year by converting unused personal leave to sick leave for the duration of this contract.
- 16.3 An employee on a part-time contract shall be awarded and charged sick leave commensurate with the fractional nature of this contract.
- 16.4 Each regular employee shall, upon being awarded his initial contract, be granted five (5) days of sick leave to be charged against sick leave accumulated during the first four (4) months of employment in the school district.
- 16.5 Sick leave shall be granted to employees upon approval of the Superintendent for the following reasons:
- a. Personal illness, pregnancy or injury.
    - (1) a signed, written statement giving reason for absence is required.
    - (2) If a physician is consulted, his name, address and date consulted must be indicated.
  - b. Quarantine:
    - (1) When through exposure to a contagious disease, the employee's presence would jeopardize the health of others.

- c. Illness, injury or death in the employee's immediate family.
    - (1) Definition of immediate family: spouse, child, grandparents, grandchild, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, step child, step parents, step grandparents, a legal guardian or other person living in immediate household.
  - d. Death outside the immediate family. One (1) day per year may be charged to sick leave.
- 16.6 When an employee is incapacitated and is unable to report to work, he shall notify the proper authority by telephone or other means of communication as soon as possible on or before the first day of absence.
- a. Bus drivers will notify the transportation supervisor, or in his absence, the designated person in charge.
  - b. All other employees will notify the building principal, his/her immediate supervisor, or in his absence, the designated person in charge.
    - (1) If such notification is not made, the absence may be charged, upon recommendation of the principal, to leave without pay. Subsequent notification, beyond the first day of absence, shall be governed by the nature of the circumstances. A signed, written statement giving reason for the absence is required, and if a physician is consulted, his name, address and date of consultation must be included.
- 16.7 When an employee is involved in any accident on school property, it must be reported in writing to the building principal and the Treasurer or the Superintendent and the Treasurer on the day of the accident or the following school day.
- a. Claims for compensation will not be signed by school officials unless above procedure is carried out exactly as stated.
- 16.8 Employees failing to comply with sick leave rules and regulations shall not be paid.

- a. Application for sick leave with intent to defraud will result in dismissal and refund of salary paid.
- 16.9 When an employee knows that an absence will be for an extended period, it is recommended that the principal be notified as far in advance as possible. Though he may return before the anticipated time, such notification may aid in the hiring of the suitable substitute.
- 16.10 Sick leave may be taken in units of one hour but not less than one hour.
- 16.11 Any accumulated sick leave of a person separated from any other public service shall be transferable in accordance with the Ohio Revised Code.
- 16.12 After three (3) consecutive days of absence, a doctor's note will be required excusing such absence.
- 16.13 All employee benefits such as sick leave, will be accrued and calculated upon an hourly basis.
- 16.14 Sick Leave Bank
- When in the judgment of an employee's physician, the employee and/or an immediate family member has suffered a serious illness or injury and the bargaining unit member has first exhausted all of his or her accumulated sick leave, personal leave, and vacation, the bargaining unit member may then request additional day/hours to be transferred into his/her leave account from the sick leave bank by the sick leave bank committee. The Committee, established in paragraph C, below, will be responsible for all sick leave transfers. The committee shall notify the Treasurer of the Board, in writing, of the number of days/hours to be deducted, and from whom they are to be deducted, as well as, to whom the days, hours are to be credited. Included in the notice shall be a signed statement by the bargaining unit member involved authorizing the Board Treasurer to transfer the days.
1. Any contribution will be on an hour for hour basis, with a minimum

contribution of eight (8) hours.

2. Any donation would be purely voluntary and on a “case by case” basis.
3. The Sick Leave Bank Committee shall consist of the OAPSE President and two members elected by the Local Union. All decisions are final and not subject to the grievance procedure.
4. The maximum number of hours/days any one individual would be eligible to have credited to his or her sick leave accumulation through this process would not exceed fifty (50) of his or her work days in any fiscal year. (July 1-June 30).

**ARTICLE 17**  
**PERSONAL LEAVE POLICY**

17.1 Authorization - Each employee shall be authorized three (3) days of unrestricted personal leave per year. Personal leave for newly hired employees will be prorated on the following basis (computed from the date of hire):

3 months of employment	-	1 day
6 months of employment	-	2 days
9 months of employment	-	3 days
12 months of employment	-	4 days

Unused personal leave shall be converted to sick leave. All twelve (12) month non teaching employees shall be entitled to one (1) additional day of unrestricted personal leave. An applicant for personal leave is required to use the application form provided by the Board of Education. Such application shall be submitted to the building principal or immediate supervisor at least two (2) days in advance of those days being used except in emergency situations. Approval for the use of personal leave shall be granted so long as there are no more than ten percent (10%) of the staff on personal leave at one time. This will be determined on a seniority basis. Personal leave will be permitted for a minimum of one-half (½) days.

17.2 Personal Leave Request Form

I have read the personal leave policy stated above and hereby request personal leave according to the provisions of said policy:

I hereby request \_\_\_\_\_ Day(s) of personal leave beginning \_\_\_\_\_ A.M./P.M. on \_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_ A.M./P.M. on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Approval

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Date Approved

**ARTICLE 18**  
**PARENTAL LEAVE**

- 18.1 Notwithstanding an employee's right to use sick leave due to the physical disability during pregnancy, an employee may take an unpaid leave of absence for up to one year for medical reasons related to the pregnancy and/or for the purpose of child rearing following pregnancy.

**ARTICLE 19**  
**MILITARY LEAVE**

- 19.1 Any bargaining unit employee who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave (O.R.C. 3319.14.)
- 19.2 An employee returning from military service will be returned to a position comparable to that held before leave and given full credit on the salary schedule for such service.

**ARTICLE 20**  
**LEAVE OF ABSENCE**

- 20.01 Upon written request the Board of Education may grant a leave of absence for a period of not more than two (2) years for education or professional or other purposes and shall grant such leave where illness or other disability is the reason for the request.
- 20.02 Upon the return of the employee from a leave, The Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he was on leave.

**ARTICLE 21**  
**CITIZENSHIP/JURY LEAVE**

- 21.1 Any employee shall be granted, upon request, a citizenship leave for the purpose of jury duty and/or court ordered appearances. Any employee called for jury duty or a court appearance shall notify his/her building principal or his/her immediate supervisor as soon as possible. If such appearance requires three (3) days or less the employee will be paid his/her regular wages regardless of whether he/she is remunerated by the court. If such appearance is for a period of longer than three (3) days the employee shall turn over to the Treasurer the jury duty check, or the witness fee check, from the Court. In return therefore, he/she will receive his/her regular pay for the time spent on such leave. The employee shall not be required to turn over to the Treasurer such portion, if any, of the jury duty check that represents reimbursement for mileage or meals.
- 21.2 Citizenship leave shall be granted, upon written request, for the purpose of honoring deceased veterans, that were employed by, the Union Local School District with a military funeral. Such leave shall only be granted to members of the bargaining unit who are members of the burial team, and then this leave shall be limited to no more than three (3) times each school year for each member of the burial team.

## **ARTICLE 22**

### **ASSAULT/BATTERY LEAVE**

- 22.1 Bargaining unit members shall report immediately to their principal or acting principal, in all cases of assault/battery suffered by them in connection with their employment.
- a. Whenever an employee is absent from school as a direct result of personal, physical injury caused by an assault/battery arising out of and/or in the course of his/her employment, he/she shall be paid his/her contract salary for the period of such absence for up to one calendar year without having such absence charged to annual sick leave or accumulated sick leave.
  - b. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any workers' compensation or any disability insurance

payment or disability income awarded for temporary disability due to the said physical injury for the period for which such salary is paid.

- c. The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties; and in the event that there is no adjudication in the appropriate workers' compensation proceedings for the period of temporary disability, the opinion of the said physician as to the said period shall control.
- d. An employee must meet with the County Prosecutor's office and discuss possible criminal charges in order to be eligible for assault/battery leave. The Administration shall provide the necessary assistance where applicable.

**ARTICLE 23**  
**BURIAL LEAVE**

- 23.1 In the event of a death in the employees' immediate family, the employee may be absent as follows:
  - a. Definition of immediate family: spouse, child, grandparent, grandchild, brother, sister, parent, legal guardian, mother-in-law, father-in-law or person in loco parentis — three (3) days.
  - b. Step grandchild, brother-in-law, sister-in-law, step child, step parent and step grandparent - two (2) days.
  - c. Aunt, uncle, niece, and nephew - one (1) day.
- 23.2 Absence from school for death and burial will not be charged against the employee's accumulated sick leave.

**ARTICLE 24**  
**EFFECTS OF LEAVES**  
**SENIORITY BREAK-IN-SERVICE**

24.1 All authorized leaves, as outlined in Articles 18, 19, 20, 21, and 22, shall not constitute a break in the employee's continuous service with the Board. *Employees on leave shall continue to accrue seniority and shall be credited with such upon return to work from an approved leave. The employee shall be assigned to the same position or comparable position within the classification if the employee's prior position no longer exists. This shall be at the rate of pay which he would be entitled to as if he had been working the entire length of absence.*

**ARTICLE 25**  
**UNIFORMS AND TOOLS**

- 25.1 Bus mechanic and maintenance personnel are required to wear the uniforms provided by the Board of Education.
- 25.2 If the Board of Education requires uniforms for classifications in addition to bus mechanics and maintenance personnel, the Board will provide such uniforms for the employees.
- 25.3 The Board will provide bus mechanics with hand tools deemed appropriate by the administration for use in their job.
- a. The bus mechanics will be responsible for damage or loss to such tools except for normal wear and tear and theft. Replacement or reimbursement to the district for such loss or damage shall be made within sixty (60) days of the discovery of such loss. Employees required to make such reimbursement shall be permitted to schedule it in a manner which will not exceed \$25.00 per pay.
- 25.4 The Board will provide an area where hand tools can be secured at the end of the work day.

**ARTICLE 26**  
**COMMITTEES**

- 26.1 Two bargaining unit members, named by the Union, shall be on a policy committee if that committee is in existence and if it meets.
- 26.2 The Union will have the right, but not the duty, to appoint two bargaining unit members to meet with the administrator(s) designated by the Superintendent to discuss and devise a calendar.
- 26.3 The Local Union may appoint or elect a five (5) member Safety Committee which may make recommendations to the Superintendent.
- 26.4 The Local Union may appoint or elect three (3) members, one of which will be the Local Union President, or his/her designee, to serve on the Insurance Committee. The Board agrees to designate a committee of the Board to meet with the committee and review its recommendations.
- 26.5 The Local Union may appoint or elect a five (5) member committee, one of which will be the Local Union President, or his/her designee, to serve on the Labor/Management Relations Committee. The Superintendent, and representative of the Board of Education will meet with members of this committee on an as needed basis. Either party may request a meeting to be held to discuss any issue or issues the party wishes to discuss. This meeting shall be held within 7 days of the date the meeting request is made.

## **ARTICLE 27**

### **DISABILITY RETIREMENT/GROUP HEALTH INSURANCE**

- 27.1 The employee who is on disability retirement may continue membership in the Board approved group health insurance program, provided said employee pays for such benefits with no cost to the Board, and until such time that said employee is covered by the SERS health insurance program, or two (2) years has elapsed from date of absence from work, whichever occurs first.

**ARTICLE 28**  
**GRANDFATHER CLAUSES**

- 28.1 Any employee who is a participant in the insurance program on May 1, 1982, and whose hours are subsequently reduced to less than four (4) hours per day shall remain eligible for insurance benefits.
- 28.2 All classified employees hired before January 1, 1983, shall be eligible for insurance benefits accorded eight (8) hour employees.

**ARTICLE 29**  
**BUS DRIVERS ISSUES**

- 29.1 Driver Rotation Roster:
- (1) All extra trips which do not conflict with a driver's non-driving job(s) within the district shall be offered on the basis of seniority through a rotation system, provided, however, drivers with other jobs or duties in the district cannot fail to perform that existing job duty to take the trip. Whenever it is a driver's turn on the trip roster, the driver will have no more than six (6) hours to decide whether or not he or she will take that trip. This six (6) hour clock will only run between the hours of 6 am and 4 pm. Employees who are off work on sick or personal leave will be called by the Transportation Supervisor during this period to be offered the trip.
- a. An Extra Trip list and a Driver Roster will be established and posted.
- b. All trip requests received by the Transportation Supervisor two or more weeks prior to the scheduled departure of the trip will be posted at least two weeks prior to the scheduled departure of the trip.
- c. Those trips received by the Transportation Supervisor less than two weeks prior to the scheduled departure of the trip will be posted upon receipt by the Transportation Supervisor.

- d. All trips which are posted one or more weeks prior to the scheduled departure of the trip will be awarded to the drivers one week prior to the scheduled departure of the trip.
- e. Those trips which are received by the Transportation Supervisor during the period which exists between forty-eight (48) hours and twenty-four (24) hours prior to the scheduled departure of the trip, will be awarded as soon as possible after receipt by the Transportation Supervisor.
- f. Trips which have been accepted by a driver and then returned to the Transportation Supervisor will be awarded to driver who is to be awarded the next available trip due to his or her position on the trip roster.
- g. Drivers may submit a written statement waiving his or her right to be offered extra trips. Conversely, a driver may submit a written statement to be returned to the extra trip roster once each 9 week period.
- h. A driver will be considered to have taken his/her turn whether he/she accepts or rejects an extra trip.
- i. Posted trips will be described by trip number, destination, departure time.
- j. A designation shall be made to indicate whether specific drivers accepted or turned down specific trips.
- k. Trips which the administration is not aware of until less than 24 hours prior to the scheduled departure of the trip are exempt from posting.
- l. On days when there are multiple trips, the drivers will have the option of choosing which trip they drive in the order they appear on the extra trip roster. However, once a choice is made the driver, thereafter, will not be able to change or choose another trip, even if additional trips are subsequently added for that date.

- (2) For the purpose of this article, trips in which a total of no more than five (5) students are transported will not be considered an “extra trip”.

The Union agrees to waive its right to file a grievance should the Board use alternative transportation in lieu of school buses, as required by the language of this article, no more than seven (7) extra trips per contract year.

29.2 Notice of Trip Cancellation and Extra Trip Rate of Pay:

- (1) The Administration shall give drivers reasonable advance notice of extra trip cancellations where practical.
- (2) Where the Administration is unable to give reasonable advance notice, a driver shall be paid for two hours at the regular rate if he/she shows up and the extra trip is canceled.

29.3 Each bus driver’s hours and salary shall be calculated using the following formula:

- (1) A. M. Regular -  
Drivers whose bus is kept at bus garage:  
The total driving time from the time the driver leaves the garage until the driver returns to the garage. Pay shall be calculated at the regular bus driver’s rate of pay.
- (2) P.M. Regular -  
Drivers whose bus is kept at bus garage:  
The total driving time from the time the driver leaves the garage until the driver returns to the garage. Pay shall be calculated at the regular bus driver’s rate of pay.
- (3) Field Trips –Driver’s pay shall be calculated from the first student pick-up to last student disembarkment at a rate equal to 75% of the bus driver’s regular rate. (Note: This shall not include “trunk routes” in which the driver shall be paid his/her regular rate.) Except one-way trips shall be calculated including the time it takes the driver to

return to the school district. Drivers shall receive a minimum of two (2) hours pay each way; unless the total trip is thirty (30) miles or less in which case the minimum hours pay shall be two hours total. This thirty (30) mile exception shall not be applicable to sporting events.

- (4) Prep Time - Each bus driver shall be paid thirty (30) minutes prep time per day for pre-trip inspection, cleaning, fueling and washing busses. Pay shall be calculated at the regular bus driver rate.
- (5) Total Time - If a bus driver's regular route time, assigned activity route time, prep time and pony express time exceeds five (5) hours per day, the bus driver shall be compensated for the extra time at their regular bus driver rate.
- (6) Breakdown Time - The Board shall pay bus drivers the regular bus driver wage for breakdown time when drivers are required to stay with the bus.

29.4 All bus routes shall be driven by the designated bus driver as outline by the Transportation Supervisor, except in an emergency, until a change has been authorized by either the Transportation Supervisor or Superintendent.

29.5 All bus drivers shall assign students seats by September 25 of each year. Current seating charts, student information list, and route charts must be turned in to the Transportation office by September 25. Changes in seating charts are to be reported in writing as they occur.

29.6 When a bus driver takes an overnight trip, he or she shall be limited to eight (8) hours of pay, except as set forth herein, in each day of the trip; bus drivers will not be paid for "sleeping time," but a bus driver will be paid for a full eight (8) hours if he or she is gone for that period of time on the overnight trip. Should a driver be on duty for more than (8) hours in any day, the driver will be paid for all hours he or she is on duty.

29.7 The parties agree that should the Board decide to return to a system of bus storage which has a portion of the bus fleet stored at the driver's home, those portions of this Article (Article 29) involving bus storage which appeared in the CBA dated 07/01/00 through 06/30/02 will once again become effective and a part of the then current agreement. In addition, the parties agree to negotiate regarding rates of compensation related to bus storage at that time.

**ARTICLE 30**  
**PHYSICAL EXAMS**

- 30.1 If the Board, state or county, requires an employee to take a physical examination in order to retain his/her employment with the Board, then the Board shall pay for such examination.
- 30.2 The Board shall be entitled to a complete physician's report of the examination.
- 30.3 The Board shall have the right to select the physician for such examination.

**ARTICLE 31**  
**SALARY**

- 31.1 The Board agrees to institute the following salary schedule increases:
- Step 18 will be added to all salary schedules.  
This step will be 20 cents per hour above the step 15 rate of pay.  
Step 20 will be 20 cents per hour above the rate of Step 18.  
Maintenance People who have HVAC certification shall be paid on the HVAC Person wage schedule

All pay steps shall remain at current rate or “frozen” for the first year of the collective bargaining agreement. A wage and insurance re-opener shall be in the contract’s second year of duration.

## **ARTICLE 32**

### **DURATION/COST OF CONTRACT PREPARATION**

- 32.1 The duration of this agreement shall be July 1, 2012, through June 30, 2014, both dates inclusive. The contract shall contain a wage and insurance re-opener in the second year of the agreement.
- 32.2 The contract will be prepared by the Union within thirty (30) days following ratification by both parties and central office staff and the cost of preparation will be shared equally by the Union and the Board on a per copy basis.

## **ARTICLE 33**

### **SAVINGS CLAUSE**

- 33.1 If any provision of this Master Agreement or its application to any member of the bargaining unit are found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force.
- 33.2 The parties shall meet within thirty (30) days of such court declaration to negotiate language to replace that which was made invalid by the court’s action.

## **ARTICLE 34**

### **CLASSIFICATION GUARANTEES**

- 34.1 Bus Mechanic - This classification shall be considered a twelve (12) month - 2080 hour position.
- a. The 2080 hours shall be calculated as follows:
    - (1) 249 work days @ 8 hours per day.
    - (2) 11 holidays @ 8 hours per day.
- 34.2 Bus Driver - This classification shall be considered a less than twelve (12) month position which guarantees each individual employed a minimum of 930 hours.
- a. The 930 hours shall be calculated as follows:
    - (1) 178 student days @ 5 hours per day.
    - (2) 6 holidays @ 5 hours per day.
    - (3) 2 in-service days @ 5 hours per day.
- 34.3 Secretary I - This classification shall be considered a twelve (12) month - 1875 hour position.
- a. The 1875 hours shall be calculated as follows:
    - (1) 42 weeks @ 7-1/2 hours per day.
    - (2) 10 weeks @ 6 hours per day.
- 34.4 Secretary II - This classification shall be considered a less than twelve (12) month position which guarantees each individual employed a minimum of 1463 hours.
- a. The 1463 hours shall be calculated as follows:
    - (1) 184 school days @ 7 hours per day.
    - (2) 6 holidays @ 7 hours per day.
    - (3) 19 extended service days @ 7 hours per day.
  - b. Extended service days shall be established by the Secretary II's immediate supervisor after consultation with said employee.
  - c. The positions of Elementary Secretary, Middle School Secretary, High School Secretary, and Clerk-Custodian shall be assigned to the Secretary II classification.

- 34.5 Custodian - This classification shall be considered a twelve (12) month - 2080 hour position.
- a. The 2080 hours shall be calculated as follows:
    - (1) 249 work days @ 8 hours per day.
    - (2) 11 holidays @ 8 hours per day.
- 34.6 Playground/Cafeteria Aide - This classification shall be considered a less than twelve (12) month - 370 hour position.
- a. The 370 hours shall be calculated as follows:
    - (1) 179 work days @ 2 hours per day.
    - (2) 6 holidays @ 2 hours per day.
- 34.7 Head Cook - This classification shall be considered a less than twelve (12) month position which guarantees each individual employed a minimum of 1170 hours.
- a. The 1170 hours shall be calculated as follows:
    - (1) 182 work days @ 6 hours per day.
    - (2) 178/179 student days.
    - (3) 4/3 preparation, clean up, in-service days.
    - (4) 6 holidays @ 6 hours per day.
    - (5) 42 hours - compensate for inventory and towel cleaning.
  - b. The head cook's immediate supervisor shall establish by August 20<sup>th</sup> a work schedule for the completion of their 182 work days during the ensuing school year.
- 34.8 Cafeteria Assistant - This classification shall be considered a less than twelve (12) month position which guarantees each individual employed a minimum of 1128 hours per year.
- a. The 1128 hours shall be calculated as follows:
    - (1) 182 work days @ 6 hours per day.
    - (2) 178/179 student days.
    - (3) 4/3 preparation, cleanup, in-service days.
    - (4) 6 holidays @ 6 hours per day.

- b. The cafeteria assistant's immediate supervisor shall establish by each August 20<sup>th</sup> a work schedule for completion of the cafeteria assistant's 182 work days during the ensuing school year.

34.9 Cafeteria Assistant 1: - This classification shall be considered a less than full-time and less than twelve (12) month position which guarantees the employee a minimum of 376 hours per year.

- a. The cashier at the high school cafeteria shall be included in this classification.
- b. The hours shall be calculated as follows:
  - (1) 178/179 work days @ a minimum of 2 hours per day
  - (2) 4 prep days @ a minimum of 2 hours per day
  - (3) 6 holidays @ a minimum of 2 hours per day

34.10 Maintenance Person - This classification shall be considered a twelve (12) month - 2080 hour position.

- a. The 2080 hours shall be calculated as follows:
  - (1) 249 work days @ 8 hours per day.
  - (2) 11 holidays @ 8 hours per day.
- b. The maintenance person's hours per day may vary according to the work schedule established by the maintenance supervisor.

34.11 Groundskeeper - This classification shall be considered a twelve (12) month 2080 hour position

- a. The 2080 hours shall be calculated as follows:
  - (1) 249 work days @ 8 hours per day.
  - (2) 11 holidays @ 8 hours per day.
- b. This position will be used to supplement other positions (like custodian) when required. While supplementing, the employee shall be paid at the groundskeeper rate of pay.

34.12 HVAC Technician - This classification shall be considered a twelve (12) month - 2080 hour position.

The 2080 hours shall be calculated as follows:

- (1) 249 work days @ 8 hours per day.
- (2) 11 holidays @ 8 hours per day.
- (3) The HVAC Technician's hours per day may vary according to the work schedule established by the maintenance supervisor.

34.13 Clinic Aide – This classification shall be considered a full-time, less than twelve (12) month position, which guarantees the employee a minimum of 1295 hours per year.

The hours shall be calculated as follows:

- (1) 179 work days @ 7 hours per day
- (2) 6 holidays @ 7 hours per day
- (3) The position of Clinic Aide shall be paid according to the ParaPro salary schedule.

34.14 Support Services Assistant – This classification shall be considered a less than twelve (12) month position which guarantees each individual employed a minimum of 1463 hours.

a. The 1463 hours shall be calculated as follows:

- (1) 184 school days @ 7 hours per day.
- (2) 6 holidays @ 7 hours per day.
- (3) Employees in this position will be required to work district wide.
- (4) 19 extended service days @ 7 hours per day.

34.15 ParaPro Aide- (Aide to the Multi-Handicap, Aide to the Severely Behavioral Handicapped, I.E.P. Support Aide, Instructional Aide, Library Clerk, Pre-School Aide)

a. Classification guarantees for ParaPro Aides shall apply as follows:

- (1) Aide to Multi Handicap, Aide to Severely Behavioral Handicapped, Instructional Aide, Library Clerk, Pre-School Aide positions in the ParaPro classification shall be considered a less than twelve (12) month position and

requires specific ParaPro certification. Employees employed in this classification shall work a minimum of 1295 hours per year.

The 1295 hours shall be calculated as follows:

- (1) 179 work days @ 7 hours per day.
  - (2) 6 holidays @ 7 hours per day.
- 
- (2) I.E.P. Support Aide position in the ParaPro classification shall be considered flexible as to hours as determined by the needs of the Individual Education Plan (I.E.P.), and as directed by the Superintendent.

These hours will be calculated as follows:

- (1) 179 work days @ the daily hours specified in the I.E.P.
  - (2) 6 holidays @ the daily hours specified in the I.E.P.
- 
3. The Board shall have the option of bidding a ParaPro position that includes IEP hours provided the bid includes the hours and location of each job.

### **ARTICLE 35**

#### **SERS PICK-UP**

- 35.1 The Board herewith agrees with the Union to pick-up utilizing the salary reduction method contributions to the School Employees Retirement System paid upon behalf of the employees in the bargaining unit under the following terms and conditions:
  - a. The amount to be “picked-up” on behalf of each employee shall be nine percent (9%), of the employee’s gross annual compensation shall be reduced by an amount equal to the amount “pick-up” by the Board for the purpose of state and federal tax only.

- b. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- c. The pick-up shall become effective the first month after the signing of this agreement and shall apply to all compensation.
- d. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- e. Payment for all paid leaves, sick leave, personal leave and severance including unemployment and worker's compensation, shall be based on the employee's gross pay.

**ARTICLE 36**  
**JOB DESCRIPTIONS**

- 36.1 The Board shall have the authority to devise and write all job descriptions for each job classification employees are employed in under this Agreement. As such job descriptions are developed; the Union shall be furnished a copy of each job description for each job classification employees are employed in under this Agreement. Each employee shall be furnished a copy of his/her job description.

**ARTICLE 37**  
**COMPLETE AGREEMENT**

- 37.1 This Agreement supersedes all previous oral and written agreements or practices between the Board and the Union and between the Board and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the

parties or the wages, hours, and working conditions of the employees covered by this Agreement.

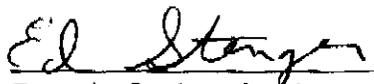
**ARTICLE 38**  
**WORKERS' COMPENSATION/MISCELLANEOUS**

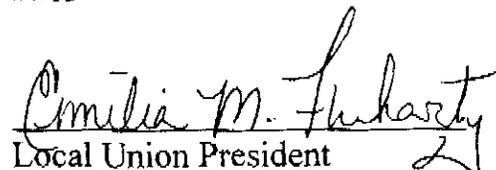
- 38.1 If an employee of the Board of Education is injured while on the job, and if that employee is unable to work because of his or her injuries, and if that period of inability to work extends for more than thirty (30) days, and if the employee is awarded temporary total disability, the Board of Education will pay fifty (50%) percent of the employee's health insurance payment for the first ninety (90) days after the disabling injury; thereafter, the employee will be responsible for the premium if he or she desires to continue the coverage. This agreement does not affect the rights of the employee to coverage under workers' compensation for the injuries incurred while on the job.
- 38.2 The Board of Education agrees to reimburse all employees for the cost of any required recertification, fingerprinting, and/or background checks, necessary to maintain employment with the Board and/or required by any Local, State, or Federal Agency or action.

IN WITNESS WHEREOF, the parties hereto have set their names to duplicate originals hereof by their duly authorized representative this 4<sup>th</sup> Day of **September, 2012.**

The UNION LOCAL BOARD OF  
EDUCATION

The OHIO ASSOCIATION OF  
PUBLIC EMPLOYEES,  
AFSCME LOCAL 4/AFL-CIO  
#283

  
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Board of Education President

  
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Local Union President

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