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AGREEMENT

BETWEEN

**THE ELGIN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES/AFSCME Local 4/AFL-CIO
AND ITS LOCAL #720**

JULY 1, 2012 – JUNE 30, 2016

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ARTICLE 1
RECOGNITION

- A. This Agreement is entered into between the Elgin Local School District Board of Education, hereinafter referred to as the "Board", and the Ohio Association of Public School Employees/AFSCME/Local 4/AFL-CIO and its Local 720 hereinafter referred to as the "Union". The parties do understand that the Board is charged by law with the duty and responsibility of operating a public school system within their district, and in carrying out those duties and responsibilities in employing school employees in its operation.
- B. The Board recognizes the Union as the sole and exclusive bargaining representative for the following classified employees:
- | | |
|---|------------------------------|
| 1. Bus Drivers | 8. Technology Assistant Aide |
| 2. Mechanic | 9. Title I Aide |
| 3. Maintenance | 10. Custodians |
| 4. Cleaning Personnel | 11. Cooks |
| 5. Secretaries | |
| 6. General/Teaching/Library Aides | |
| 7. Special Education/Multiple Handicapped Aides | |

Excluded from the bargaining unit are all substitute employees, supervisors, administrators, one (1) Guidance/EMIS Secretary, Superintendents' Secretary, Assistant Treasurer and Accounts Payable Clerk. Supervisors shall be defined as those employees who have the right to hire, fire, discipline, discharge, evaluate, and/or recommend or participate in such action(s).

- C. The term "employee" as used in this Agreement shall refer to those persons included in the bargaining unit.
- D. The recognition shall remain in effect for the duration of the contract.
- E. The term "day" as used in this Agreement shall refer to "calendar days", unless indicated otherwise.

ARTICLE 2
COVERAGE

The Union has bargaining rights for all employees in the bargaining unit on the following subjects:

- A. Wages, hours, fringe benefits, and other matters of economic compensation.
- B. Other terms and conditions of employment.

ARTICLE 3
RIGHTS OF INDIVIDUALS

Individuals shall be given the opportunity to express their views to the Board at any scheduled meeting by the Board in accordance with Board policy, provided that negotiations shall be conducted only with the Union. All members of the Union Negotiating Committee shall have the right to express their views during negotiations and shall be free from reprisal or intimidation during and after completion of negotiations. Persons desiring to express views to the Board must notify the Superintendent at least one (1) week prior to the Board meeting.

ARTICLE 4
BOARD (MANAGEMENT) RIGHTS

Except as limited only by the specific and express terms of the contract and Ohio law, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

ARTICLE 5
NEGOTIATED ITEMS

All previously negotiated items within this Agreement shall remain in full force and effect unless altered during negotiations. The final Agreement shall supersede similar negotiated items from past negotiations.

ARTICLE 6
NEGOTIATIONS PROCEDURE

A. Submission of Issues

Issues proposed for negotiations shall be submitted at least fifteen (15) days prior to opening of negotiations. Negotiations between the parties shall begin no more than ninety (90) nor less than sixty (60) days prior to the expiration of the existing contract.

B. Negotiation Teams

1. The Board and the Union shall be represented at all negotiation meetings by a team of negotiators, not to exceed seven (7) members each. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representative of the other party.
2. While no final contract shall be executed without ratification by the Union and adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams.

C. Negotiation Meetings

1. Upon written request for a negotiation meeting, either party will have five (5) days to reply to the request. Within ten (10) days after receipt of the reply, a site, date and time for the meeting will be established by mutual agreement.
2. All days referred to herein shall be construed as work days so designated in the adopted school calendar. Any meeting involving non-school days would require mutual agreement. If the Board or its designated representative desires to set a negotiating meeting during the normal school work day, all members of the negotiating team normally employed during those hours shall be paid for those hours at the regular rate. All meetings after the normal working hours would not be thusly affected.
3. Once the meeting date, time, and place have been established by both parties, the following procedure will be followed: In the first meeting written proposals shall be given with explanation. The second meeting will be scheduled to give the parties sufficient time to return with a written counterproposal and render an explanation. Subsequent meetings will be held to negotiate the proposals, until a tentative agreement is reached.
4. Length of meetings, as well as times and places shall be agreed upon at the onset of the beginning of each session. The length of meetings shall not exceed two (2) hours and all meetings shall be held in closed session. No tape recorders or mechanical devices shall be permitted in any negotiation session. All materials written/published during negotiations shall be secured in an enclosure at the completion of each closed session.

5. No action to coerce, censor or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional manner.
6. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issues, subject to finalization by ratification by the membership of the Union and adopted by the Board.

D. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a time period mutually agreed upon to caucus in privacy.

E. Exchange of Information

The Superintendent shall furnish the Union, and the Union will furnish to the Superintendent, when requested, all available information in the usual form maintained pertinent to the issues under negotiations.

F. Progress Reports

Progress reports shall be made public only by the mutual consent of both parties. This does not apply to progress reports made to the Board or to the members of the Union by the respective negotiating teams.

G. Impasse

1. Negotiations shall continue for a time period of sixty (60) days after the first scheduled negotiations meeting before an impasse can be declared. After the sixty (60) day period, either party may declare impasse so long as the initial proposals have been fully discussed by both parties. Any tentative agreements reached during negotiations shall be initialed and dated by the respective Chief spokesperson and removed from further bargaining, including impasse.
2. If an impasse develops between negotiating teams, both parties shall agree to the following terms:
 - a. When impasse is declared by the parties, both parties shall request a mediator from the Federal Mediation and Conciliation Service to assist in further negotiations

- b. Recommendation of the mediator shall not be made public and shall not be binding on the parties.

H. Agreement

1. When consensus is reached on those matters being negotiated, the understanding of both parties shall be reduced to writing. The Union/OAPSE shall be responsible for typing the final negotiated agreement. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Union for ratification. Within thirty (30) days from the time the contract, ratified by the Union, is presented to the Board, the Board shall take action upon the recommendation submitted.
 2. When approved by the Board, the contract shall be signed by the Board's representatives and by the Union's representatives and shall become a part of the official minutes of the Board.
 3. All negotiated benefits shall be implemented on the dates stated in the negotiated agreement.
- I. The Union will provide a copy of the Agreement to all classified employees.

ARTICLE 7
CONTRARY TO LAW

The Board and the Union agree that all items in this contract, which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10 (A), shall not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

ARTICLE 8
MEMBERSHIP

- A. It is recognized that classified employees have the right to join or not join the Local for their professional or economic improvement and membership in any organization shall not be required as condition for employment. Neither the Board nor Union shall interfere with, intimidate, restrain,

coerce or discriminate against employees because of the exercise to engage or not to engage in Union activity.

B. Fair Share Fee

Sixty (60) days following the beginning of 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 charges in the fair share fee amounts in the same manner as 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 is not required.

ARTICLE 9
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is defined as an alleged violation, misapplication or misinterpretation of a specific article or section of this written agreement or suspension or discharge of an employee.

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

2. A "grievant" is a member of the bargaining unit allegedly having a grievance, or the Union on behalf of the bargaining unit member.
3. A "day" in this section shall mean a "scheduled work day". The number of days indicated at each level shall be considered as a maximum and must be adhered to in expediting the procedure, unless mutually agreed otherwise.

B. Introduction

1. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time resolution of grievances.

2. Both parties agree that during grievance proceedings the grievances should be handled in a confidential manner.
3. Nothing contained herein shall be construed as limited the individual rights of an employee having a complaint or problem to discuss the matter informally with members of the administration, through normal channels of communication, without intervention and/or consultation of the Union.
4. An aggrieved employee shall initiate action within ten (10) days after he/she knew, or should have known, of the event or "circumstances" upon which the grievance is based. If the initiation of such action is longer than ten (10) days, the right to use the grievance procedure is considered by all parties to be waived, and any future grievance filed by the employee, based upon such event or circumstance(s), shall be considered null and void.
5. At all formal levels of a grievance, one (1) member of the Union's officers shall attend (at the request of the grievant) any meetings, hearings, appeals, or other proceedings required to process the grievance.
6. A grievance may be withdrawn at any level without prejudice or record.
7. Copies of all written decisions of grievances shall be sent to all parties involved, the Union president, the grievant, and the appropriate administrator.
8. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this contract.
9. Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office, and designated officials of the Union.

C. Procedure

Time limits stipulated should be adhered to strictly as maximum to insure rapid resolution to problems and issues concerned. Lack of adherence to the time limits by the grievant can result in the declaration that resolution has been obtained by the last level of hearing. Time limits may be extended only by mutual agreement of all parties concerned.

Informal Level

Within ten (10) days of the date the employee knew, or should have known, of the event of circumstance(s) upon which a grievance may be filed, he/she shall discuss the problem with his immediate supervisor. The employee shall inform his/her supervisor that a grievance may be filed.

Level One – Formal

If informal discussion does not resolve the problem to the satisfaction of the grievant, he/she may lodge a formal, written grievance with the principal. Such submission shall be within five (5) days of the informal meeting. The grievance forms shall be initialed and dated at the time of receipt by the grievant and the principal or his/her designee. In all levels of the formal proceedings official grievance report forms shall be made in triplicate: one (1) for the grievant; one (1) for the administration; and (1) for the Union. The grievant shall also have the right to request that a meeting be held with the principal within five (5) days of the principal's receipt of the grievance. If the employee so desires, he has the right to be represented by his/her bargaining representative. The principal shall respond to the grievance in writing within five (5) days of the meeting with the grievant.

Level Two – Formal

If the grievant is not satisfied with the disposition by the principal, he/she may appeal in writing within five (5) days of the Level One response to the next level of administration, the Superintendent, for a meeting which shall take place within five (5) days after the appeal. The Superintendent shall respond to the grievance in writing within five (5) days of the meeting with the grievant.

Level Three – Formal

If the disposition of the grievance by the Superintendent does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Board of Education. The notice of appeal shall be sent to the Superintendent and copy filed with the Treasurer of the Board. Failure to file such appeal within five (5) days from receipt of written memorandum of the Superintendent's disposition of said grievance shall be deemed a waiver of the right of appeal. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board of Education. The grievance shall have the right to be represented at such meeting by his/her bargaining representative. The Board shall act upon such appeal no later than its regular meeting. The Board of Education shall meet with the grievant to review such grievance in executive session, or give such

other consideration as it shall deem appropriate. The disposition by the Board shall be made to the grievant by completing Grievance Report Form, Step Three, within five (5) days of the meeting. A notification of such disposition shall be furnished to the grievant, the Union and building principal.

Level Four – Formal

1. If the grievant is not satisfied with the disposition of the grievance at Step 3, the Union may request a hearing before an arbitrator. The Union's request for arbitration shall be made within five (5) days following the receipt of the disposition of the grievance. The Union's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. Such request shall specify the act or condition upon which the grievance is based, the names and address of the parties, the contractual clause(s) alleged to have been misinterpreted or misapplied and the remedy sought. Within five (5) days following receipt of the Union's request for arbitration, the Superintendent or his/her designated representative and the Union designated representative shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator will be selected through their voluntary rules.
2. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.
3. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on all parties.
4. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this collective bargaining contract, nor add to, detract from, or modify the language therein arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for binding arbitration and shall not have authority to decide any other issue(s) not so submitted to him or to submit observations or declarations of opinion in reaching his decision.
5. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in

any way with the powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

Miscellaneous

1. The cost for the services of the arbitrator including his per diem expenses, if any, shall be borne by the losing party. The arbitrator shall specifically designate the losing party.
2. All grievance hearings shall be held outside the normal duty hours of the grievant. There shall be no extra pay to an employee for time spent in preparing and processing a grievance during non-duty hours. All hearings shall be conducted in closed session.

ARTICLE 10
MILEAGE REIMBURSEMENT

An employee who, in the course of performing his/her duties, is required to use his/her own vehicle will be reimbursed at the current IRS rate per mile according to the IRS regulations that require mileage to be calculated from the work place (school) not from ones residence; payment to be made the month following completion of the required forms.

Mileage shall be turned in monthly and approved by the Superintendent.

ARTICLE 11
LAY-OFF AND RECALL

- A. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, lack of work, or any other reason determined by the Board, the following procedures shall be followed.
- B. The number of employees affected by reduction in force will be kept to a minimum by not employing replacements in so far as practical of employees who resign, retire, or otherwise vacate a position.
- C. The Board shall determine in which classification the lay-off should occur and the number of employees to be laid off. Affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification computed from the latest date of hire or appointment to the employee's present classification. Authorized leave of absence does not constitute an interruption in continuous service; however, while on leave, seniority will

not continue to accrue. In cases of identical seniority, the Board shall determine which employee shall be laid off.

- D. Fourteen (14) days prior to the effective date of lay-offs, the Board shall prepare and post for inspection in a conspicuous place a list containing the name, seniority dates, and classifications of employees who are to be laid off. Each employee to be laid off shall be given advance written notice of the lay-off.
- E. An employee identified to be laid off may displace the least senior employee from his/her previous classification provided he/she has more classification seniority than the least senior employee in that previous classification; possesses the necessary qualifications to successfully perform the job, as determined by the employer; has at least three (3) years experience in the previous classification; and possesses the necessary certifications/licensure for the job. All of these determinations (experience, qualifications, seniority, certification/licensure) will be made at the time of the layoff.
- F. Recall
 - 1. Members who have been involved in a reduction in force will be recalled in inverse order of reduction.
 - 2. No employees new to the district will be employed in a classification until all members affected by the lay-off are given the opportunity for re-employment in their classification.
 - 3. In the event an employee is notified of a vacancy and does not respond in ten (10) days to accept the position and/or declines the position, he/she will lose all recall rights.
 - 4. It is the responsibility of the employees to keep the Board notified of current address for notification purposes.
 - 5. An employee will be given preferential consideration as a substitute within their eligible classification.
 - 6. The employee's name shall remain on the recall list for a period of two (2) years from the effective date of lay-off. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority.

ARTICLE 12
BID PROCEDURE – VACANCIES

- A. When there is a vacancy or a new job within the bargaining unit and the Employer determines to fill it, it shall be posted at each work location for a period of ten (10) days. An employee who is interested in the position must give written notification to the supervisor within the posting period.

The posting will contain a brief description of the job, including the rate of pay, hours of work, the approximate starting date, job site, and the type of job (i.e. what kind of aide work). All job vacancies/new positions will be posted on the district website at www.elginschools.org.

When the employer has knowledge that a vacancy will not be filled during the next school year, a meeting will be held with the Union to discuss whether or not the job is to be bid. Any job vacancy, that the employer elects to fill, not discussed with the union shall be posted within thirty (30) working days.

B. **BIDDING WITHIN THE SAME EMPLOYEE GROUP**

In filling a vacant position, the employer will offer the position to the most senior employee, within the same employee classification as the vacancy, who has applied for the position.

This procedure will apply to bus route assignments. However, distance between the employee's home and the bus route will also be a factor governing the Board's decision. For example, assignments will not be made to driver whose home is a great distance from the route's first pick-up.

C. **BIDDING OUTSIDE THE SAME EMPLOYEE GROUP**

In filling a vacant position where no employee within the same employee group as the vacancy has applied for the position, the employer may offer the job vacancy to the most system wide senior employee, who possesses the necessary qualifications to successfully perform the job, as determined by the employer. Factors in determining an employee's qualifications shall include, but not be limited to the ability to perform work according to established standards, the possession of any required license or certification, the ability to work in cooperation with fellow employees, students and the general public, and regular attendance on the job. The Employer may fill the vacancy from the outside or by a voluntary transfer when no employee applied or no employee has the necessary skill and adaptability. All internal staff who apply for a position will receive an interview.

D. PROBATIONARY PERIOD IN NEW BID POSITION

1. Successful bidders under Section C will have a maximum (10) calendar day probationary period. At any time during these probationary periods, the successful bidder may disqualify himself/herself or the Employer may disqualify him/her because of failure to properly perform in the job. A bidder who is self disqualified will return to the position from which he/she bid without loss of seniority and will not be subject of negative evaluations. However, a bidder who is disqualified by the Employer will return to the position from which he/she bid, without loss of seniority.
2. The position formerly held by the bidder will not be filled on a permanent basis until completion of the probationary period. In the event the bidder completes the probationary period, the bidder will be permanently assigned the vacant position. In the event that the probationary period is not satisfactorily completed, the bid procedure will be reinstated. If no one from the bargaining unit responds, the Board may fill the vacancy from outside the bargaining unit without further postings or bidding.
3. Individuals that have attained seniority in a different classification would have return rights if a position is terminated and the employee had earned seniority in another classification.

ARTICLE 13
HOURS OF WORK

- A. All employees shall be guaranteed at least the amount of hours and the hourly rate of pay specified in their contract.
- B. The work week shall normally be Monday through Friday. Exceptions will be in the case of emergencies as determined by the Board.
- C. Hours for Maintenance/Custodial/Cleaning staff, Secretarial staff and Aides will be determined by the building Principals.
- D. One on One Aides will have a paid lunch if their position requires them to be with the student during their lunch period.

ARTICLE 14

PERSONAL DAYS

Bargaining unit members may be granted a maximum of three (3) non-restricted personal days with pay per contract year. No more than one (1) personal day may be accumulated from year to year up to a maximum of four (4) personal days in a given year. For any accumulated but unused personal day(s) or any portion thereof (no less than one-half) that an employee does not use, the employee shall receive payment of one-hundred dollars (\$100) per unused personal day, or unused personal days may be transferred to sick leave, or any combination of payment or transfer of unused days. Payment will be in July of each year.

Listed below are some examples of the use of personal leave:

- A. Attendance at a funeral not covered under sick leave.
- B. Appearance at court proceedings of legal hearings.
- C. Business obligations which cannot be conducted outside of regular school days due to a conflict of hours.
- D. Accidents to property.
- E. Weddings of immediate family members.
- F. Required college or university examinations.
- G. Registration for college or courses.
- H. College graduation of employee or members of immediate family.
- I. Religious holidays.
- J. When sick leave has been exhausted.

Requests for personal leave shall be turned into the immediate supervisor, except in emergencies, at least five (5) working days prior to the requested personal leave date. Applicants shall request such leave on the appropriate request form.

No personal day(s) shall be used between May 1st and the end of the school year without the written permission of the Superintendent.

There will not be a reimbursement of unused personal days if a "dock/deduct/ day is used. Personal days must be exhausted before a "dock/deduct day is granted.

A "dock/deduct" day is an unpaid day; therefore the use of a "dock/deduct" day includes the reduction of salary and benefits.

ARTICLE 15
SICK LEAVE

- A. Each full time employee shall be entitled to earn hours equivalent of fifteen (15) days of sick leave with pay for each year under contract with the Board, which shall be credited at the rate of hours equivalent of one and one-fourth days (1 ¼) of employment per month.
- B. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Immediate family shall be defined as father, mother, sister, brother, husband, wife, child, grandmother, grandfather, aunt, uncle, in-laws bearing any of these relationships, legal guardian, foster or step-parent, and foster or step-child, grandchild, others as approved by the Superintendent, or any other relatives living in the same household.
- C. Sick leave shall be cumulative to 260 days.
- D. Any accumulated sick leave of a person separated from any other public service shall be transferable, provided that re-employment takes place within ten (10) years of the date of the last termination of public service.
- E. If an employee used more than four (4) consecutive sick leave days for personal illness, the employee will be asked to have a doctor's excuse for every day after the four (4) days.
- F. For any member hired after June 1, 2012, the maximum number of sick leave accumulation will be the number of days in his/her contract.

SICK LEAVE BANK

A catastrophic sick leave donation program is established to assist employees who suffer a catastrophic accident or long-term illness or injury not job related or whose spouse or son or daughter or mother and/or father living with a single employee suffers a catastrophic accident or long-term illness or injury necessitating the employee to be absent from work, when the employee will exhaust all other available paid leave. This program neither supersedes nor replaces other disability programs.

If an employee desires to make use of the catastrophic sick leave donation program and conditions below are met, then the employee may request through the Association that sick leave days be transferred from the bargaining unit members' accumulated sick leave to the employee. The Association shall notify the Treasurer of the Board and the Superintendent in writing of the number of days to be deducted, from

whom, for what dates and the person receiving the transferred days. Included in the notice shall be a signed statement by the bargaining unit member(s) involved authorizing the Board Treasurer to transfer the days.

The catastrophic sick leave donation program can be utilized by an employee only if the following conditions are met:

- a. The Superintendent and the Board of Education must agree for sick leave bank days to be awarded.
- b. The Superintendent and the Board of Education will determine if the long-term injury or illness of the employee or the employee's spouse or son or daughter or a mother and/or father living with a single employee is catastrophic. Examples of catastrophic long-term injury or illness include cancer, heart, stroke, AIDS, or a disease which is life threatening. A paralyzing accident would also be included. Examples of injuries or illnesses that would not be considered catastrophic include normal pregnancy, broken bones, and elective surgery.
- c. A physician's written statement supporting that a long-term catastrophic medical injury or illness exists.
- d. The employee must exhaust his/her own sick leave, personal leave and vacation leave first.
- e. The injury or long-term illness must require that the employee be absent at least twenty (20) workdays.
- f. The employee must have worked for the Board for at least one school year.
- g. All sick leave donations must be voluntary.
- h. Donations from a member must be in units of one (1) day.
- i. Unless otherwise approved by the Superintendent, no more than two (2) days total sick leave per catastrophe can be donated by an individual bargaining unit member, and no bargaining unit member may donate sick leave if the donation will reduce his/her accumulated sick leave balance to thirty (30) days or less.
- j. Sick leave bank donations will not be made to employees who have applied for and been granted disability retirement.
- k. Unless otherwise approved by the Superintendent and the Board of Education, no more than twenty (20) days total sick leave per catastrophe can be donated.
- l. The member who is using donated sick leave will not earn additional vacation or sick leave while receiving the donated leave days.
- m. Donated sick leave may not result in an increase in severance pay.
- n. If the number of sick days donated exceed the number of sick leave days used by the donee, the extra days will be lost and not returned to the donors.
- o. If the employee is eligible for Family Medical Leave, such donated leave will count toward their Family Medical Leave.

- p. The bargaining member who receives the donated sick leave may only do so once in their professional lifetime at Elgin.

ARTICLE 16
OAPSE LEAVE

The Board shall authorize a pool of up to six (6) days with pay per fiscal year for use by members of the bargaining unit who are elected to represent the Union or who are chosen to represent the Union in any official capacity for Union business. Such leaves will be granted upon written application from the President of the Local made not less than five (5) work days in advance to the Superintendent. The parties recognize that jeopardy to the orderly and efficient operation of the school system due to employee absence for other reasons such as illness, personal leave and/or vacation, may result in leave under the provision being denied. Leave requested from this pool of days to attend the OAPSE annual convention and district meeting shall be granted.

Additionally, if requested by the President of the Local employees may be granted leave with pay for Union business provided the Union reimburse the Board for employees' wages and such absence does not interfere with the efficient operation of any department or working unit. Such request must be submitted in writing no less than five (5) work days in advance to the Superintendent. It is anticipated by the parties that these requests would generally be reserved for special circumstances.

ARTICLE 17
OAPSE WORKSHOPS

Any custodian scheduled to work COTA day may attend the OAPSE Workshops held on the same day. Such leave shall be with pay providing that the employee show proof of registration and attendance at the workshop(s) on the following work day.

ARTICLE 18
ADMINISTRATION MEETINGS

- A. Bus drivers required to attend more than three (3) meetings per year scheduled outside the employee's regular work hours shall be paid at his/her hourly rate of pay for the time spent at meetings.
- B. Cooks or other employees required to attend more than two (2) meeting per year scheduled outside the employee's regular work hours shall be paid at his/her hourly rate of pay for the time spent at meetings.

ARTICLE 19
LEAVE OF ABSENCE

Upon written request the Board will consider an unpaid leave of absence on an individual basis for a period of not more than one (1) year for educational or professional purposes

If an employee is ill or disabled and has exhausted his/her accumulated sick leave, the Board shall grant an unpaid leave of absence not to exceed two (2) years.

ARTICLE 20
ASSAULT LEAVE

- A. The Board may grant assault leave to bargaining unit members absent due to a physical disability resulting from a physical assault providing the following conditions are met:
- B. Any bargaining unit member who must be absent from his/her duties due to a physical disability resulting from an assault while engaged in school activities, while on school premises during school hours, and/or at a scheduled school activity will be paid his/her full scheduled compensation for a maximum of thirty (30) calendar days.
- C. Assault shall be defined as unlawful physical contact resulting in bodily injury to a bargaining unit member.
- D. The bargaining unit member shall furnish to the Superintendent a written signed statement describing the circumstances and events surrounding the assault including the location, date, and time of the assault, plus names and addresses of witness, if known.
- E. If medical attention is required, he/she shall also furnish a written signed statement from the medical doctor as to the nature and duration of the disability.
- F. Upon receiving the statements referred to in paragraphs 3 and 4 above, the Superintendent shall review the statements and conduct any further investigation deemed advisable prior to granting the assault leave.
- G. Assault leave shall not be charged against sick leave earned or earnable by the bargaining unit member.
- H. Assault leave shall not be granted in cases of physical disability resulting from the assault of one (1) school employee by another employee.

- I. A prerequisite for qualifying for assault leave shall be that the individual in question must apply for Worker's Compensation because where the bargaining unit member receives Worker's Compensation benefits, the Board will only pay the difference between Worker's Compensation paid and the individual's regular weekly wage. Should a delay occur in the receipt of the Worker's Compensation benefits, the Board shall maintain the individual on full pay status with the understanding that delayed Worker's Compensation benefits will be signed over to the Board when received by the individual.
- J. Assault leave as provided herein shall terminate at such time Worker's Compensation benefits are terminated, or within thirty (30) calendar days, whichever comes first.

**ARTICLE 21
CALAMITY DAY**

- A. All employees shall be paid their appropriate rate of pay for all days or part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity.
- B. A state of emergency declared by the Governor of the State of Ohio or an extraordinary grave event marked by great loss, lasting distress and affliction shall also be considered to be a public calamity.
- C. Any employee required to work on a calamity day may leave when the work is completed and with prior approval from his/her immediate supervisor.

**ARTICLE 22
VACATIONS**

- A. All full time employees who are employed for a duty year of eleven (11) months or more are entitled to, and shall be granted, vacation based on the following schedule:

1-7 years of completed service:	2 weeks
8-16 years of completed service:	3 weeks
17-24 years of completed service:	4 weeks
25 years or more of completed service:	5 weeks

Vacation may be accumulated, but may not exceed the number of days earned over a two (2) year period.

Vacation may be taken in hour increments.

No employee may take more than one year's worth of vacation in any one fiscal year, without the approval of the Superintendent.

ARTICLE 23 HOLIDAYS

All employees employed for a duty year of nine (9) or ten (10) months are entitled to the following holidays with pay:

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

All employees employed for a duty year of eleven (11) or twelve (12) months are entitled to the above holidays with pay in addition to July 4th. All holidays shall be paid as a part of the employee's total compensation.

ARTICLE 24 INSURANCE

- A. Part-time bargaining unit members working 50% or more of the regular contract for that position will be considered full-time employees relative to eligibility for health care benefits. Bargaining unit members working less than 50% will be eligible for health care benefits on a pro-rated basis.
- B. For employees hired for the 2012-13 school year and beyond, if their spouse has health insurance coverage available through his/her employer or retirement system, the spouse must take at least single coverage through his/her employer/retirement system in the case of legally married couples without children. Such spouses will only be eligible for secondary coverage under the district's health insurance plan. The spouse must provide verification to the Treasurer of insurance options at his/her place of employment.
- C. Employees may not be paid in lieu of insurance benefits.
- D. Coverage Overview – See Plan Booklet for more detailed coverage information.
- E. Medical

The Board of Education will pay 90% of all medical, dental and vision insurance premiums for all OAPSE members. The member will pay 10% of all insurance premiums.

F. 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, 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.

G. Preferred Provider – Doctors/Hospital

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.

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

H. Preferred Providers – Prescription Drugs

The Board shall provide, through Stark County Council of Governments, a preferred provider drug program that, if the employees choose 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.

- I. Well Baby Care - \$1,000
- J. Diabetic Management Program will be part of all PPO programs.
- K. 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.

L. Specification - PPO

Maximum Benefits	Unlimited
Deductible	\$100/individual \$200/family
Accumulation Period	Calendar Year

1. 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.
2. 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.
3. Preventative: Routine Pap test, mammogram, and prostate cancer test once per year shall be covered expense (unless found by a physician to be necessary more often).
4. Routine Colonoscopy: Shall be covered under the terms contained in the benefit booklet.
5. Dependent Coverage: Unmarried dependent children from birth to 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.
6. 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.

M. Vision Insurance

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 shall pay the same percentage of the premium for this coverage that it pays for Dental Insurance.

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 either 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.

N. Eye Health Fund

The Board shall create an Eye Health Fund by placing three thousand dollars (\$3,000) per year in said fund. Each member could make use of two hundred dollars (\$200) of this fund every two (2) years on a first come-first served basis.

- Coverage: 1) cover cost of eye examination.
2) cover cost of eye glasses/corrective lenses.

O. Employees must be contracted to work a minimum of four (4) hours per day to qualify for any of the insurance programs. This affects only those employees hired after October 4, 1993.

P. Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 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.

Q. Dental Insurance

1. Plan Description (Summary Only):

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

R. 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.

ARTICLE 25
PAYROLL DEDUCTION FOR INSURANCE

Any employee who is required to pay a portion of an insurance plan may do so through payroll deduction. Deductions shall be made over twenty-four (24) pay periods.

ARTICLE 26
PHYSICAL EXAMINATION

When an employee returns from an extended leave due to illness or disability he/she shall provide the Board with a release from his/her doctor stating that the employee is capable of returning to work. If the Board requires an employee to have a physical examination the Board shall pay the full cost of such examination. The Board has the option of specifying the physician to conduct the examination.

ARTICLE 27
WAGES

A job description is to be developed that includes custodial/maintenance based on current job descriptions of custodian and maintenance.

2012-13	2013-14	2014-15	2015-16
1%	1%	1%	1%

ARTICLE 28
SHIFT PAY

Employees who work the night shift shall be paid an additional fifteen cents (\$.15 to \$.20) according to the index.

ARTICLE 29
CLASSIFICATION PAY

If a member is required to perform work normally performed by another employee in a higher classification and such assignment lasts more than three (3) days, on the fourth (4th) day and each consecutive day thereafter in the assignment, the employee shall be paid at the higher classification rate. When calculating the higher classification pay, the assigned employee shall be placed on his/her appropriate experience level within that classification.

ARTICLE 30
PAY DAYS

All employees' pay shall be calculated and paid in twenty-four (24) equal installments. All employees will be required to use e-mail direct deposit as of January 1, 2011.

ARTICLE 31
PAYROLL DEDUCTION

- A. The Board agrees to deduct dues from the wages of employees for payment to the Union upon presentation of a written authorization individually executed by an employee.
- B. Monthly payroll deductions shall be forwarded to the OAPSE State Office.
- C. The Union agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization for dues deductions submitted by the Union.
- D. Bargaining unit members who wish to revoke their authorization must submit notification to the OAPSE State Office within ten (10) work days after the adoption of the contract by the Board and the Union.
- E. Beginning with the first pay in September, twenty-four (24) payroll deductions will be made and sent to the State Union Treasurer.
- F. Bargaining unit members who request such deduction be made shall be entitled to have an amount specified by the employee deducted from their pay to the Credit Union. It is understood that only two (2) Credit Unions (First Resource or Marion Community Credit Union) shall be available to the entire bargaining unit for the purposes of Credit Union deductions. The payment deducted shall be sent to the appropriate Credit Union according to the credit union's rules and regulations.

- G. The Board of Education agrees to forward a copy of W-2 calculations when requested; however, it will be the sole responsibility of the Union to compute and/or calculate the dues of individual members and inform the Treasurer of the preferred method of payment.

If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Union agrees to hold the Board and its designees harmless for any and all errors arising out of the Credit Union deduction procedure.

Newly hired bargaining unit members who desire such dues deduction will sign a payroll deduction authorization and return it to the State Union Treasurer no later than September 30th.

- H. Authorized deductions for U.S. Savings Bonds or IRA's can be made each payroll period. Sign up for discontinuance on the part of the employee can be made once, at the time per year, in writing.

ARTICLE 32 **OVERTIME**

- A. Overtime will be offered to employees on a rotational basis in the following manner:
 - 1. Classification within building
 - 2. Seniority within the classification
 - 3. System seniority

In emergency situations the superintendent may call any employee within the classification. During an employee's planned extended leave, the Board may use a substitute to perform the duties of the employee on leave.

- B. All employees in the following categories shall be offered overtime within their respective classifications before calling in a substitute: cooks, secretaries, custodians, aides, and cleaning personnel.

All hours worked over forty (40) in one (1) work week shall be paid at the rate of time and one-half (1 ½). This will include any scheduled time in which the employee is on paid status.

- C. However, employees may be given compensatory time off by the appropriate supervisor for hours actually worked over forty (40) rather than receiving overtime pay.

ARTICLE 33
SEVERANCE PAY

A. Eligibility

1. The employee actually retires from the Elgin Local School District.
2. Retirement shall be defined as disability or service retirement as specified in the Ohio Revised Code.
3. The employee must be eligible for retirement as of his/her last date of employment with the Board.
4. The employee must, within ninety (90) days of the last day of employment with the Board, prove acceptance into their retirement system.

B. Computation

1. Payment shall be based on the employee's rate of pay at the time of retirement.
2. Payment will be calculated upon one-third (1/3) of the employee's accumulated sick leave.

C. General

1. Severance pay shall be issued in a one (1) lump sum payment.
2. Issuance of severance pay shall eliminate all sick leave accumulation.
3. A retirement incentive will be paid to each employee who retires with twenty-five (25) or more years of service in the SERS Retirement System. The employee must have a minimum of five (5) complete years with The Elgin Local School District. For year one of the contract (2012-2013 school year) all employees with twenty-five (25) or more years of service are eligible for the year one incentive. The incentive shall be paid the following way:

Year one of eligibility:	\$5,000
Year two of eligibility:	\$4,000

Year three of eligibility: \$3,000

ARTICLE 34
SALARY REDUCTION – S.E.R.S. PICK-UP

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

- A. The amount to be picked up and paid on behalf of each employee shall be 100% of the employee's contribution. The employee's annual compensation shall be reduced at no cost to the Board for federal and state purposes only, by an amount equal to the amount picked up by the Board.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
- C. No employee covered by this provision shall have the option to elect a wage increase or other benefits in lieu of the employer pick-up.

ARTICLE 35
EMPLOYEE EVALUATION

- A. The Board proposes to implement a mutually agreeable evaluation instrument for all classified employees. The Union shall appoint a committee to work with the administration on the evaluation form. Prior to implementation, the Union and the Board shall approve such form, to be put in place by January 1, 2011.
- B. Any formal evaluation conducted will result in a written report. The report shall be examined by the employee and initialed by him/her prior to being placed in his/her file. Should an employee be found deficient in a given area, the Appraiser will provide specific suggestions and/or instructions which are designed to improve the employee's job performance. Appraisals are intended as an instrument to assist the employee in improving his/her job performance.
- C. The employee may write his/her comments on the evaluation/report examined by him/her.
- D. Any employee may request to see and will be permitted to examine his/her file, so long as the employee does not remove any article from the file. Excluded from this provision are any confidential letters or recommendation and/or reference.

- E. The parties agree to review all current evaluation forms by the end of this contract.

ARTICLE 36
TRANSPORTATION/EXTRA TRIPS

- A. Any routes that become open during the year shall be posted and bid in accordance with Article 13-Vacancies.
- B. Drivers shall arrive no less than 10 minutes prior to Jr. High or High School dismissal. Kindergarten students only shall be permitted to board buses at 3:40 p.m. on regular dismissal schedule days.
- C. Regular drivers shall be granted the opportunity to drive extra trips, assigned by rotation of seniority, unless previously occupied with normal daily routes. Trips from South and West will be assigned to drivers from respective areas. High School and Jr. High trips shall be shared by all regular drivers. Buses shall arrive 15 minutes prior to departure time.
- D. The Transportation Coordinator/designee shall assign extra trips. Each year a list of full time drivers will be established by seniority. Trips will be assigned on a rotation basis to full time drivers first, by seniority. Upon acceptance or upon refusal, each succeeding full time driver will be called in rotation from said list. If all full time drivers have been contacted and no full time driver is available, the procedure will be to contact a substitute driver.
- E. The Board will pay a minimum of one (1) hours for all extra bus trips.
- F. Driver Responsibility During Sit Time
 - 1. The driver must be on-call at all times. Should he/she leave the event area, the advisor must have a place and phone number where the driver may be reached. At all times, the advisor must know where the driver is, and they must have agreed upon an approximate time of return.
 - 2. The Superintendent shall have the authority to instruct drivers to return home during events, stay with buses or remain at work. Drivers will be paid their regular hourly rate for all time on task for the Board.
 - 3. All extra trips will be paid their regular hourly rate (retro to July 1, 2005) for all driving time and will follow the schedule below for sitting time. Overnight trips will be paid at a maximum up to sixteen (16) hours per day.

- 2012-2013 school year \$11.00
- 2013-2014 school year \$12.00
- 2014-2015 school year \$13.00
- 2015-2016 school year \$14.00

G. If an employee cannot obtain a license due to testing procedures and his/her failure to such, he/she will be placed on an unpaid leave of absence, without Board provided fringe benefits, including insurance, accumulated sick leave, and/or personal leave, until such time he/she obtains a license. The unpaid leave will be granted for a maximum of one hundred twenty (120) calendar days. Upon obtaining such license as required, the employee will be returned to his/her previously held position and route. The employment of an employee who does not obtain renewal of a required license prior to the expiration of an unpaid leave of absence granted pursuant to this section will be terminated.

H. The Board shall only require those individuals who are required by the Commercial Motor Vehicle Regulations to obtain such license, (example: Bus Drivers, Bus Mechanics).

I. Pre-trip, Clean-up and Fueling of Buses

1. All bus drivers shall be paid twenty (20) minutes per day for pre-trip inspection, cleaning and fueling of buses.

J. Trip Sheets

1. A trip sheet must be filled out for each trip. It is to be completed and accurate with regards to destination and number of students. Destinations listed on the sheet should be followed. If an advisor requests an additional stop, the driver must add this immediately to the trip sheet. This stop cannot make the driver late for his/her daily route.

It should be stressed that, except in emergencies, location of events and other stops should be listed on the trip sheet before leaving, as required by law.

The Board agrees to pay all costs related to bus drivers as follows: alcohol and drug testing, required pre-school-year physicals, and obtaining abstracts.

ARTICLE 37
MISCELLANEOUS PROVISIONS

EMPLOYEE DISCIPLINE

1. Disciplinary actions shall be based on procedures which include the following:
2. The employee shall normally receive at least three (3) work days' prior written notice of a conference or hearing which indicates the specific nature of the concern(s) which led to the conference or hearing.
3. The employee shall have the right to present any related evidence in his/her behalf.
Employees shall not be suspended and/or disciplined without compliance with the progressive disciplined procedure as set forth below:
 - A. Oral reprimand – noted in personnel file
 - B. Written reprimand
 - C. Suspension without pay
 - D. Termination

Based upon the severity of the situation, disciplinary action may warrant deviation from the procedural order.

4. The employee will be made aware of any record of disciplinary action placed in his/her employee file. Such record will be initialed by the employee to indicate awareness of placement in this file.

ALCOHOL/DRUG TESTING OF TRANSPORTATION DEPARTMENT EMPLOYEES

The Board policy regarding the Alcohol/Drug Testing procedures for transportation department employees pursuant to the Omnibus Transportation Employee Testing Act of 1991 shall be made part of this agreement. An employee required to be tested shall receive a minimum of one (1) hour pay at his/her regular hourly rate.

FAMILY MEDICAL LEAVE (FMLA)

The Family Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this Agreement where it provides greater rights and benefits than the Family Medical Leave Act. Only to the extent that the Family

Medical Leave Act mandates leave rights and benefits beyond those provided in this agreement.

Those incremental leave of absence rights and benefits shall be accorded to employees eligible therefore, under the Act and Regulation issues pursuant to it.

JURY DUTY

Any employee covered by this Agreement who is required to serve on a jury shall, upon submission of proof of jury service, be paid his/her daily rate of pay (not to exceed eight (8) hours per day) for the regularly scheduled work days lost while serving on the jury. Such leave shall not be deducted from sick leave. Employee is responsible for retrieval and return of Jury Duty pay to the Treasurer's office.

TUITION REIMBURSEMENT

Employees may request on an individual basis for professional meetings or programs to be paid by the Board of Education when deemed to improve the employee's work capabilities.

ARTICLE 38 **EMERGENCY**

If a classified employee is called out for an emergency he/she will be paid a minimum of two (2) hours.

ARTICLE 39 **COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this contract constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

Except as otherwise specifically provided in the written provisions of this contract, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law. All prior negotiated agreements not contained herein, and all practices, rules, or regulations not contained herein shall not be binding upon the parties to this contract.

This article shall not operate to bar negotiations over any subject or matter which the Board and the Union mutually agree to negotiate.

ARTICLE 40
SUB-CONTRACTING

The District may continue the current policy of sub-contracting the classification of cooks. The District will however, employ at least one cook at each building receiving benefits. New positions will be filled by continuous seniority of the kitchen staff (continuous including approved leave of absences due to health reasons). This policy will in no way affect the current kitchen staff already employed by the district.

Other than the terms above, no outside contractor will be used to replace any classification within the bargaining unit for the term of this agreement.

ARTICLE 41
PEOPLE

The Board agrees to deduct from the wages of any employee who is a member of the Local, a Public Employees Organized to Promote Legislative Equality (PEOPLE) donation as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Board. The Board agrees to forward PEOPLE deductions to the Union State Treasurer each month along with a list of all employees for whom such deductions have been made.

ARTICLE 42
DURATION

This Agreement shall be effective July 1, 2012 and remain in effect until Midnight, June 30, 2016.

FOR THE UNION

FOR THE BOARD

President Date

President Date

Field Representative Date

Superintendent Date

Treasurer Date

**ARTICLE 43
SALARY SCHEDULE**

SECRETARIES

HIGH SCHOOL – 12 month contract 37.5 hours per week – 1950 hours

8 Hours per day including a ½ hour unpaid lunch

The Principal will determine the daily schedule/time of work

Step	2012-13 Per Hour	2013-14 Per Hour	2014-15 Per Hour	2015-16 Per Hour
0	\$10.79	\$10.89	\$11.00	\$11.11
1	\$11.17	\$11.28	\$11.40	\$11.51
2	\$11.55	\$11.67	\$11.79	\$11.90
3	\$11.93	\$12.05	\$12.17	\$12.29
4	\$12.31	\$12.44	\$12.56	\$12.68
5	\$12.70	\$12.82	\$12.95	\$13.08
10	\$13.14	\$13.27	\$13.40	\$13.54
15	\$13.58	\$13.72	\$13.86	\$14.00
20	\$14.04	\$14.18	\$14.32	\$14.46
25	\$14.21	\$14.35	\$14.50	\$14.64

Additional \$1,000 for H.S. Activity Account, includes 9 paid holidays.

ELEMENTARY AND JUNIOR HIGH SECRETARIES

208 Days, 7 ½ Hours per day - 1560 Hours

8 Hours per day including a ½ hour unpaid lunch

The Principal will determine the daily schedule/time of work

Step	2012-13 Per Hour	2013-14 Per Hour	2014-15 Per Hour	2015-16 Per Hour
0	\$10.79	\$10.89	\$11.00	\$11.11
1	\$11.24	\$11.35	\$11.47	\$11.58
2	\$11.55	\$11.67	\$11.79	\$11.90
3	\$11.93	\$12.05	\$12.17	\$12.29
4	\$12.31	\$12.44	\$12.56	\$12.68
5	\$12.70	\$12.82	\$12.95	\$13.08
10	\$13.14	\$13.27	\$13.40	\$13.54
15	\$13.58	\$13.72	\$13.86	\$14.00
20	\$14.03	\$14.17	\$14.31	\$14.45
25	\$14.20	\$14.34	\$14.49	\$14.63

Additional \$1,000 for Jr. H. and Elementary Accounts, Includes 8 paid holidays.

SPECIAL EDUCATION/MULTIPLE HANDICAPPED AIDES, TECHNOLOGY ASSISTANT AIDES, TITLE I AIDES, AND GENERAL/TEACHING/LIBRARY AIDES

188 days – 6.5 hrs./wk – 1222 hours

Step	2012-13 Per Hour	2013-14 Per Hour	2014-15 Per Hour	2015-16 Per Hour
0	\$10.12	\$10.22	\$10.32	\$10.42
1	\$10.43	\$10.54	\$10.64	\$10.75
2	\$10.76	\$10.87	\$10.98	\$11.09
3	\$10.91	\$11.02	\$11.13	\$11.24
4	\$11.49	\$11.61	\$11.72	\$11.84
5	\$11.84	\$11.96	\$12.08	\$12.20
10	\$12.19	\$12.31	\$12.43	\$12.56
15	\$12.61	\$12.74	\$12.87	\$12.99
20	\$13.04	\$13.17	\$13.30	\$13.43
25	\$13.21	\$13.34	\$13.47	\$13.61

Includes 8 paid holidays

CUSTODIAN/MAINTENANCE

40 hours/wk for 52 wks – 2080 hours

Total day is 8 ½ hours, including a ½ hour unpaid lunch

Step	2012-13 Per Hour	2013-14 Per Hour	2014-15 Per Hour	2015-16 Per Hour
0	\$13.41	\$13.55	\$13.68	\$13.82
1	\$13.74	\$13.87	\$14.01	\$14.15
2	\$14.07	\$14.21	\$14.35	\$14.50
3	\$14.39	\$14.54	\$14.68	\$14.83
4	\$14.72	\$14.86	\$15.01	\$15.16
5	\$15.05	\$15.20	\$15.35	\$15.50
10	\$15.44	\$15.60	\$15.75	\$15.91
15	\$15.83	\$15.98	\$16.14	\$16.31
20	\$16.22	\$16.38	\$16.55	\$16.71
25	\$16.39	\$16.56	\$16.72	\$16.89

Includes 9 paid holidays.

CLEANING PERSONNEL

40 hours/wk for 52 wks – 2080 hours

Step	2012-13		2013-14		2014-15		2015-16	
	Shift 1	Shift II						
0	\$12.10	\$12.29	12.22	\$12.41	\$12.34	\$12.54	\$12.47	\$12.66
1	\$12.42	\$12.60	\$12.55	\$12.73	\$12.67	\$12.86	\$12.80	\$12.99
2	\$12.74	\$12.93	\$12.86	\$13.06	\$12.99	\$13.19	\$13.12	\$13.32
3	\$13.06	\$13.24	\$13.19	\$13.37	\$13.32	\$13.51	\$13.46	\$13.64
4	\$13.37	\$13.56	\$13.51	\$13.70	\$13.64	\$13.84	\$13.78	\$13.98
5	\$13.70	\$13.88	\$13.83	\$14.02	\$13.97	\$14.16	\$14.11	\$14.30
10	\$14.07	\$14.26	\$14.21	\$14.40	\$14.35	\$14.55	\$14.50	\$14.69
15	\$14.45	\$14.65	\$14.60	\$14.79	\$14.74	\$14.94	\$14.89	\$15.09
20	\$14.84	\$15.03	\$14.99	\$15.18	\$15.14	\$15.33	\$15.29	\$15.48
25	\$15.01	\$15.20	\$15.16	\$15.35	\$15.31	\$15.51	\$15.46	\$15.66

Includes 9 paid holidays.

DISTRICT MECHANIC, DISTRICT MAINTENANCE

40 hours/wk for 52 wks – 2080 hours

Step	2012-13 Per Hour	2013-14 Per Hour	2014-15 Per Hour	2015-16 Per Hour
0	\$15.60	\$15.76	\$15.92	\$16.08
1	\$16.27	\$16.43	\$16.60	\$16.76
2	\$16.40	\$16.57	\$16.73	\$16.90
3	\$17.58	\$17.76	\$17.94	\$18.12
4	\$18.34	\$18.53	\$18.71	\$18.90
5	\$19.16	\$19.35	\$19.54	\$19.74
10	\$20.05	\$20.25	\$20.45	\$20.66
15	\$20.93	\$21.14	\$21.35	\$21.56
20	\$21.82	\$22.03	\$22.25	\$22.48
25	\$21.99	\$22.21	\$22.43	\$22.65

Includes 9 paid holidays.

COOKS

Approximately 6 hours/day 188 days – 1128 hours

Step	2012-13 Per Hour	2013-14 Per Hour	2014-15 Per Hour	2015-16 Per Hour
0	\$ 9.82	\$ 9.92	\$10.01	\$10.11
1	\$10.22	\$10.32	\$10.43	\$10.53
2	\$10.61	\$10.71	\$10.82	\$10.93
3	\$11.01	\$11.12	\$11.23	\$11.34
4	\$11.40	\$11.52	\$11.63	\$11.75
5	\$11.79	\$11.90	\$12.02	\$12.14
10	\$12.24	\$12.36	\$12.49	\$12.61
15	\$12.61	\$12.74	\$12.87	\$13.00
20	\$13.16	\$13.29	\$13.42	\$13.56
25	\$13.33	\$13.47	\$13.60	\$13.74

H.S. Head Cook paid an additional \$550.00

Jr. H. and Elementary Head Cooks paid an additional \$450.00

Includes 8 paid holidays

BUS DRIVERS – Hourly Rates

Step	2012-13 Per Hour	2013-14 Per Hour	2014-15 Per Hour	2015-16 Per Hour
0	\$14.37	\$14.52	\$14.66	\$14.81
1	\$14.55	\$14.70	\$14.85	\$15.00
2	\$14.80	\$14.94	\$15.09	\$15.24
3	\$15.02	\$15.17	\$15.32	\$15.47
4	\$15.36	\$15.52	\$15.67	\$15.83
5	\$15.68	\$15.83	\$15.99	\$16.15
10	\$16.13	\$16.29	\$16.45	\$16.62
15	\$16.53	\$16.70	\$16.87	\$17.03
20	\$16.94	\$17.11	\$17.28	\$17.45
25	\$17.07	\$17.24	\$17.41	\$17.59

Includes 8 paid holidays

LONGEVITY

Longevity shall be paid at the completion of the employee's contract year with the Elgin School District per the following schedule:

- 10 years \$.10 cents per hour above regular hourly wage.
- 15 years \$.15 cents per hour above regular hourly wage.
- 20 years \$.20 cents per hour above regular hourly wage.
- 25 years \$.25 cents per hour above regular hourly wage.

ARTICLE 42
DURATION

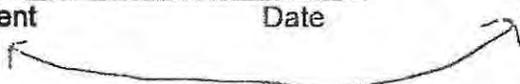
This Agreement shall be effective July 1, 2012 and remain in effect until Midnight, June 30, 2016.

FOR THE UNION

FOR THE BOARD

Canon Wessely 6-19-12
President Date

Robert Imbody Jr.
President 6-19-2012 Date



Dave Adams
Field Representative Date

Bruce West 6-19-12
Superintendent Date

Ken Reynolds 6-19-12
Treasurer Date