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12-MED-04-0483  
0617-03  
K28937

NEGOTIATED AGREEMENT  
BETWEEN THE  
DELAWARE CITY SCHOOLS  
BOARD OF EDUCATION  
AND THE  
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
OAPSE/AFSCME LOCAL 4/AFL-CIO  
AND ITS  
LOCAL #767

Effective July 1, 2012 through June 30, 2015



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## ARTICLE 1

### OAPSE RECOGNITION

- 1.1 The Employer recognizes the Ohio Association of Public School Employees, OAPSE/AFSCME Local 4/AFL-CIO and its Local #767 as the sole and exclusive bargaining representative for all Employees as certified by the Ohio State Employment Relations Board (SERB) in Case No. 98-REP-11-0270, dated the 10<sup>th</sup> day of June 1999, in the bargaining unit described as follows:

INCLUDED: All Employees in the following classifications or positions: Administrative Assistants (previously referred to as Secretaries and Receptionists); Educational Assistants (including Special Needs Assistants, Educational Assistants, Teacher Assistants and Technical Assistants) and Specialists (including Library Media Specialists, Library Specialists, and Business/Treasurer's Office Specialists).

EXCLUDED: Aides in the SACC and KICC programs; Noon Supervisors; Secretaries to the Superintendent, Assistant Superintendent (Curriculum) and Director of Human and Material Resources; Payroll Supervisor; Auxiliary Services Personnel, and all other Employees of the Employer, including all confidential Employees, management Employees and supervisors as defined in Ohio Revised Code 4117.01.

- 1.2 The recognition of the Union shall be for the term of this Agreement.
- 1.3 All members of the bargaining unit have the right to become a member of the Union and the right to refrain from such membership without intimidation or coercion.
- 1.4 This recognition constitutes an Agreement between the Board and the Union to provide the framework in a good faith attempt to reach mutual agreement regarding matters related to terms and conditions of employment for members of the bargaining unit. Both the Board and the Union are under no obligation to agree to any proposal or to make concessions.
- 1.5 The Union shall represent all Employees of the District within the bargaining unit equally and without discrimination regardless of their membership or non-membership in the Union.

## ARTICLE 2

### DEFINITIONS

- 2.1 The following is a list of definitions as agreed to between the Board and the Union:
- A. ADMINISTRATOR means the appropriate Central Office Administrator or Building Administrator.
  - B. AGREEMENT means this negotiated agreement.
  - C. BOARD means the Board of Education or anyone authorized to act on behalf of the Board of Education.
  - D. BOARD OF EDUCATION means the Board in its official capacity
  - E. CENTRAL/COTA/OAPSE DAY means the OAPSE District Meeting Day when the classified staff elect District Officers and Executive Board Members along with Workshops/In-Services.
  - F. DAYS means calendar days.
  - G. DISTRICT means Delaware City School District.
  - H. EMPLOYEE or UNIT MEMBER means a member of the bargaining unit.
  - I. LOCAL or LOCAL #767 means OAPSE Local #767.
  - J. SEMESTER means two nine (9) week grading periods.
  - K. SUPERINTENDENT means Superintendent or his/her designee.
  - L. UNION means OAPSE/AFSCME.
  - M. WORK DAYS means week days, other than school holidays.
  - N. SENIORITY
    - 1. DISTRICT SENIORITY shall be defined as total continuous service within the District as computed by the Employee's most recent date of employment.
    - 2. JOB CLASSIFICATION SENIORITY shall be defined as the length

of employment by an Employee in a particular job classification as computed from the Employee's most recent date of entry into such job classification.

3. All seniority shall cease when an Employee is no longer employed in a bargaining unit position.
4. Authorized leaves of absence do not constitute an interruption in continuous service. However, while on such a leave of absence, seniority will not continue to accrue.

### ARTICLE 3

#### BARGAINING PROCEDURES

- 3.1 The Board and the Union shall each designate a bargaining team not to exceed six (6) members, no more than one of which may be an outside representative. All bargaining shall be conducted exclusively between the parties.
- 3.2 Between sixty (60) and ninety (90) calendar days prior to the expiration date of the Negotiated Agreement, either party may notify the other of a desire to commence bargaining. Within fifteen (15) days of such notice, the first meeting shall be scheduled between the parties and during that first meeting, the Union and the Board shall exchange issues proposed for discussion. The bargaining agenda shall then be set and no additions shall be made without mutual consent. All necessary subsequent meetings shall be held at times and places mutually agree to by the parties.
- 3.3 TIME LIMITS
  - A. If agreement is not reached within sixty (60) calendar days from the first bargaining session, the provisions of Section 3.8 will be implemented.
  - B. Either party may call caucuses during negotiations for a period of up to thirty (30) minutes.
  - C. Bargaining sessions shall last a maximum of three (3) hours.
  - D. These time limits may be modified by mutual agreement.
  - E. The Board shall grant release time for those Employees involved as part of the negotiating team.

- 3.4 Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.
- 3.5 No statements or releases shall be made to the media, either print or broadcast, except as agreed by both parties pertaining to negotiations during the period of negotiations except in the event of an impasse.
- 3.6 The bargaining teams shall have the authority to indicate tentative agreement pending ratification by the Union and final approval by the Board. When tentative agreement has been reached on all issues, they shall be reduced to writing and submitted to the Union for ratification and Board for approval. Following ratification/approval by the parties, the Agreement shall be binding on both parties.
- 3.7 The members of the Union agree that they will neither cause nor sponsor any strike, slowdown, or other work stoppage during the term of this Agreement. In the event the Union violates this provision, it shall be subject to appropriate penalties by the Board. In recognition of this continuous performance pledge, the Board agrees there will be no "lockout" of Members of the Union except if such "lockout" is a result of the Board's inability to pay which results in the closing of all regular schools.

3.8 RESOLVING DIFFERENCES

- A. Mediation - Following the sixty (60) day period described in Section 3.3 above, either party may cause unresolved issues to be submitted to mediation within ten (10) calendar days of a written request to the other party. The Federal Mediation and Conciliation Service (FMCS) will be utilized and mediation will conform to their rules and guidelines.
- B. If, after a minimum of fifteen (15) calendar days, mediation has not resolved the differences, the bargaining teams may meet privately at least once in an attempt to reach an agreement.
- C. The expenses of the Mediator, if any, shall be shared equally by the parties.
- D. Recommendations of the Mediator shall not be made public and shall not be binding on the parties.
- E. These procedures are intended to supersede the statutory impasse procedures of Chapter 4117 of the Ohio Revised Code.

## ARTICLE 4

### BOARD OF EDUCATION RIGHTS

- 4.1 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 Constitutions of the State of Ohio and of the United States.
- 4.2 Unless agree otherwise in this Collective Bargaining Agreement, the Board of Education retains all rights, powers, authorities, duties and responsibilities, including but not limited to the following:
- A. Determine matters of inherent management policy, which includes, but is not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;
  - B. Direct, supervise, evaluate or hire employees;
  - C. Maintain and improve the efficiency and effectiveness of Board operations;
  - D. Determine the overall methods, process, means or personnel by which school district operations are to be conducted;
  - E. Suspend, discipline, demote or terminate for just cause, or layoff, recall, transfer, assign, schedule, promote, or retain employees;
  - F. Determine the adequacy of the work force;
  - G. Determine the overall mission of the School District;
  - H. Effectively manage the work force;
  - I. Take actions to carry out the mission of the School District.

## ARTICLE 5

### UNION AND EMPLOYEE RIGHTS

- 5.1 Union representatives may, with the approval of the responsible Administrator conduct grievance investigations on school property providing it does not interfere with anyone's work assignment.
- 5.2 The Local shall have the right to use school facilities for meetings. Meetings of the Union shall be scheduled so as to not interrupt the normal school days and shall be pursuant to Board policy governing the use of buildings. The Local shall pay for any custodial extra/overtime hours that have occurred because of such meetings.
- 5.3 The Local shall have the right to use school equipment provided all costs incurred therewith are paid by the Union.
- 5.4 The Local shall have the right to use the school mail system and bulletin boards as approved by the responsible Administrator.
- 5.5 The Board will provide paid professional leave with no reimbursement of expenses for local delegates to attend the three (3) workdays OAPSE Delegate Convention. No more than three (3) delegates may attend such convention.
- 5.6 Members of the Local may attend the Central District OAPSE Day meeting once a year on COTA Day. Employees who are scheduled to work on COTA/OAPSE Day shall give written notice to the Superintendent of their intention to attend said meeting not less than seven (7) calendar days prior to the meeting.
- 5.7 Upon request to the Administrator, the Local President may be granted reasonable time to visit schools and facilities.

## ARTICLE 6

### SENIORITY, VACANCIES, AND TRANSFERS

- 6.1 Probationary Periods
  - A. New Employees shall have no seniority status until they have completed a probationary period of ninety (90) workdays, after which their seniority begins from the date of hire. By mutual agreement, OAPSE and the Superintendent may agree to extend the probationary period for an additional thirty (30) workdays.

- B. The Board of Education may terminate an Employee at any time and for any reason during the probationary period.
- C. Newly hired employees shall receive like experience credit on a one-to-one basis up to Step 6 and on a two-for-one basis up to Step 10 on the salary schedule.

## 6.2 Vacancies and Transfers

- A. When the Board creates a new position or fills a vacancy in an existing position, the position shall be posted on the district's website for not less than five (5) workdays before being filled.
- B. Any Employee who wishes to apply for a transfer may do so in writing within the five (5) day posting period. Any Employee also may "pre-apply" at any time for one or more future vacancies by notifying the Board in writing.
- C. Employees within the same job classification (as listed in the recognition article of this Agreement) as the vacancy shall have priority for the vacancy over all applicants. The Superintendent or designee shall interview all candidates within the classification who are interested in transferring. The most senior (based upon classification seniority) qualified<sup>1</sup> shall be awarded the position.
- D. If the position is not filled by an Employee within the same job classification, the Superintendent or designee shall interview Employees from other classifications. The most senior, (based upon District seniority) qualified<sup>2</sup> employee shall be awarded the position. In the event of a tie in seniority, the tie will be resolved by coin flip. Once the tie in seniority is broken by coin flip, the seniority order for those employees involved is resolved for all time.
- E. If no Employee is selected to fill the position, the Board may hire an outside applicant.
- F. An Employee who transfers into a position with a higher rate of pay shall be placed on the step that is closest to their current rate of pay without reducing it. An Employee who bids on a position with a lower rate of pay and thereby transfers into such position he/she shall be placed on the salary schedule step that is commensurate with the Employee's step he/she is transferring from.

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<sup>1</sup> Qualifications shall be based on the job description, job posting, testing, and interview results.

<sup>2</sup> Qualifications shall be based on the job description, job posting, testing, and interview results.

- H. An Employee who transfers to a new or vacant position shall have fifteen (15) work days to determine whether he/she would like to return to his/her previously held position. If he/she decides to return to the previously held position, he/she shall notify the Director of Human/Material Resources of such decision and shall be returned within thirty (30) workdays.

The Board also shall have the right to return an Employee to his/her previously held position. The Director of Human/Material Resources shall notify the Employee within fifteen (15) workdays and shall return the Employee within thirty (30) workdays to his/her previously held position.

## ARTICLE 7

### MILEAGE

- 7.1 Employees with more than one (1) work assignment (two or more work locations) shall receive mileage at the rate as established by the Delaware City School District Board of Education.

## ARTICLE 8

### LABOR/MANAGEMENT COMMITTEE

- 8.1 There shall be established a joint committee which shall meet at mutually agreed upon times, to discuss problems of mutual concern between the parties hereto and problems which may occur from time to time in the administration of the Agreement. Five (5) days prior to the established meeting date each party shall submit an agenda of items to be discussed, and the meeting discussion shall be limited to the prepared agenda unless the parties mutually agree otherwise.

## ARTICLE 9

### GRIEVANCE PROCEDURE

- 9.1 The following definitions and terms apply to this Article:
  - A. A "grievance" is a claim by an Employee that the Board has violated, misinterpreted, or misapplied a term of this written Agreement.
  - B. A "grievant" is the Employee or group of Employees that files a grievance.

- C. If an Employee fails to follow any step set forth within this Article by the stated deadlines, then the grievance shall be considered waived.
- D. If the Board fails to hold a meeting or to respond to a grievance by the stated deadline, the Employee is entitled to appeal to the next step.
- E. An Employee may be accompanied at any stage of the grievance procedure by a representative of the Union.

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

- A. Informal Conference: The grievant shall, within ten (10) work days of when the grievant knew or should have known of the occurrence which gave rise to the grievance, first attempt to settle the matter by informal conference with his/her immediate supervisor. The grievant and the immediate supervisor must sign a form indicating the date and time of the informal conference.
- B. Formal Grievance, STEP 1: If the grievance is not satisfactorily resolved in the manner provided for in the Informal Conference, the grievance shall be reduced to writing and filed with the Employee's immediate supervisor on the form attached hereto as Appendix A, within ten (10) work days after the informal conference. A meeting shall be held between the immediate supervisor and the grievant within ten (10) workdays of the filing of the written grievance. The immediate supervisor shall give his/her answer in writing within ten (10) workdays of the grievance hearing.
- C. STEP 2: If the grievance is not satisfactorily resolved in the manner provided for in Step 1, OAPSE may appeal to the Superintendent or designee by filing a written appeal of the grievance within ten (10) work days of the Employee's receipt of the supervisor's response. The Superintendent or designee shall hold a meeting with OAPSE's grievance committee and the grievant to discuss the grievance and its possible resolution within ten (10) workdays of submission of the notice of appeal. The Superintendent or designee shall make a written response to the appeal within ten (10) workdays of the meeting.
- D. STEP 3: If the grievance is not satisfactorily resolved in the manner provided for in Step 2, OAPSE may appeal to the Board of Education or its designee. If the Board and the Union mutually agree in writing, the grievance may be submitted to mediation to be conducted by a Commissioner of the Federal Mediation and Conciliation Service (FMCS). A request for mediation must be submitted in writing to the Superintendent or designee not later than ten (10) workdays following the

Grievant's receipt of the Superintendent or designee's response at Step 2 of the Grievance Procedure. In the event of mutual agreement to the mediation request, the parties will meet with the FMCS Mediator in an effort to resolve the grievance through mediation. If there is no mutual agreement to mediation, the grievance may be advanced as provided in Step 4.

E. STEP 4, ARBITRATION OR TERMINAL STEP:

1. SUSPENSIONS OF MORE THAN THREE (3) DAYS OR DISCHARGE

Any grievance that remains unsettled after the conclusion of the procedures described above in Step 3 that involves a suspension of more than three (3) days or discharge may be submitted to final and binding arbitration upon written request of the Union within ten (10) work days after receipt of the Board's decision "or, in the event of grievance mediation, the date of the final mediation meeting" in Step 3. Unless otherwise agreed by the Board and Union, and the issue is stipulated by the parties, no other grievances shall be submitted to arbitration.

The arbitrator shall be selected from a panel of seven (7) supplied by the Federal Mediation and Conciliation Service (FMCS) with each party alternately striking one name. The remaining arbitrator shall hear the grievance. The arbitrator shall have no power or authority to add to, subtract from, or in any manner change the terms and conditions of this Agreement. The award of the arbitrator shall be final and binding on the Board, the Union, and the grievant(s). The fees and expenses shall be shared equally by the Board and the Union. If either party requests that a transcriber or court reporter record the hearing, the party requesting the transcript shall bear the cost of such services.

2. OTHER GRIEVANCES:

The Union retains its rights in accordance with R. C. 4117.09(B)(1) to bring suit for violation of this Agreement. Otherwise, Step 3 shall be the final step of this grievance procedure for all other grievances.

**ARTICLE 10**  
**REDUCTION IN FORCE AND RECALL**

- 10.1 Whenever it becomes necessary to reduce the number of Employees in a job classification due to the abolition of a position caused by lack of funds or lack of work, probationary Employees in that classification shall be laid off first. Layoff of Employees shall be made in the inverse order of job classification seniority.
- 10.2 Within a classification, the Employee with the lowest job classification seniority shall be the first laid off. The District, at its discretion, may exempt Business Office Specialists and Special Needs Assistants from this standard, and may retain such Employees as needed to perform the work within such positions. If further layoffs are necessary, the same procedure shall continue to be used.
- 10.3 An Employee laid off under the above provisions shall have the right to bump a less senior Employee in another classification on the basis of district seniority, provided that the Employee is qualified to perform the essential job functions and minimum requirements of the position to which he/she seeks to bump. The exercise of bumping rights will take place at a meeting scheduled for that purpose at which all employees affected by the layoff shall be invited to attend. Displaced employees may exercise bumping rights, in order of seniority, within the current classification or in any other classification in which the employee has seniority. No employee may bump into a different classification unless that employee has seniority and is currently qualified in all respects, to perform the duties of employment. Employees who cannot attend the bumping meeting for legitimate reasons may appoint a proxy who can contact them via phone for exercising bumping rights.
- 10.4 An Employee on layoff shall maintain recall rights for a period of two (2) years from the date of layoff.
- 10.5 In refilling vacancies caused by layoffs, Employees shall be recalled in the reverse order of layoff.
- 10.6 Notice of recall to a laid off Employee shall be sent by receipted written correspondence to the Employee's last known address as filed with the Director of Human and Material Resources. The Employee shall have five (5) working days after receipt of the notice to notify the Superintendent of his/her intent to return to work and five (5) more working days to return to work. Receipt of recall notice means the date of the receipted delivery. If the Employee moved and did not provide the Human Resource office with a forwarding address, the attempted date of delivery on the notice shall be the receipt of notice. It is the responsibility of each employee to keep the human resource office informed of his/her current address.

- 10.7 If the Employee does not return to work within the time limits stated above, his/her name will be removed from the layoff list and the Employee shall be considered as resigning from his/her employment.
- 10.8 No position shall be posted for bid until it has been first offered to and rejected by all qualified employees eligible for recall in the classification held at the time of the layoff.

## ARTICLE 11

### DISCIPLINE AND DISCHARGE OF EMPLOYEES

- 11.1 No Employee shall be disciplined or discharged except for just cause including, but not limited to, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of work rules or personnel policies of the Board or administration, or any other acts of misfeasance, malfeasance, or nonfeasance on the job.
- 11.2 Before imposing a demotion, suspension or discharge of an Employee, the Employer shall hold a conference with the Employee to give the Employee an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. The Employer shall inform an Employee of his/her right to OAPSE representation at any such conference. The Employer may impose reasonable rules on the length of the conference and the conduct of the participants. If the Employer reasonably determines that the Employee's continued employment prior to the conference poses a danger to persons or property, it may place the Employee on emergency suspension without pay for up to three (3) days pending the conference to determine disciplinary action. Except as noted herein, an Employee shall also have the right to consult with his/her OAPSE steward before the Employee is required to leave the workplace.
- 11.3 Ordinarily, the first instance of misconduct by an Employee may result in an oral or written reprimand from his/her supervisor or an administrator. Further misconduct may result in suspension without pay or a demotion. Further misconduct thereafter may result in discharge. The District shall notify the Local President of any suspension of more than three (3) days or discharge.
- 11.4 Rules cannot be listed to cover every situation. Certain offenses are serious enough to warrant immediate suspension or immediate discharge without regard to previous reprimands or discipline. Such offenses include, but are not limited to, the following:
- A. theft or damage to property;

- B. insubordination, the uttering of threatening or abusive language toward management personnel, other Employees, students, or the public;
  - C. intoxication on the job, working under the influence of a controlled substance, or the sale, possession, or use of any controlled substance;
  - D. falsification of any records, including employment records; and
  - E. fighting.
- 11.5 Disciplinary actions that are more than two years old shall not be considered or raised in any subsequent disciplinary action provided that the Employee has had no further disciplinary action in the interim.

## ARTICLE 12

### INVOLUNTARY TRANSFERS

- 12.1 Occasionally, it may be necessary to involuntarily transfer Employees to accommodate the needs of the district. In all cases of transfer, after considering the wishes of the Employee, the Superintendent or designee will make a final decision in keeping with the provisions contained in the Agreement.
- 12.2 Notice of an involuntary transfer will be given to the Employee(s) and the OAPSE Local President as soon as practicable.
- 12.3 An involuntary transfer will be made only after an invitation to a meeting between the Employee involved and the Superintendent or designee at which meeting the Employee may, at his/her option, have a representative of the Union present. The Employee may decline such meeting.
- 12.4 An Employee's seniority and total compensation shall not be reduced as a result of an involuntary transfer.
- 12.5 If the situation arises that may require the involuntary transfer of a Non-Class One Educational Assistant to the Class One Educational Assistant position, representatives from the Board and OAPSE shall meet to discuss the best way for the transfer to occur. If the parties cannot reach agreement, the Superintendent or designee will make the final decision in keeping with the provisions contained in the Agreement.

## ARTICLE 13

### PERSONNEL FILES

- 13.1 The official personnel file for each Employee shall be maintained in the office of the Director of Human and Material Resources.
- 13.2 Employees shall have the right to review the contents of their personnel files with the Superintendent or designee.
- 13.3 Any Employee who wishes to exercise the right provided by this section may be accompanied by another individual of his/her choice.
- 13.4 In the event the employee disagrees with an action taken by the Employer that is documented in the employee's file, the Employee may place a brief statement of the Employee's position within the personnel file. The Employee may also include within the personnel file a statement indicating that the Employee believes certain specified information is inaccurate, irrelevant, outdated or incomplete.
- 13.5 When the Administrator receives a letter of commendation for a Unit Member he/she shall notify the Employee and place the letter in the Employee's personnel file.

## ARTICLE 14

### JOB DESCRIPTIONS

- 14.1 Prior to implementing a change in an official bargaining unit job description, the Superintendent shall offer Employees within the classification or position an opportunity to review the revised job description. The Board shall have authority on the composition of all job descriptions.
- 14.2 Employees will receive a copy of their job description upon initial hire or request. All job descriptions are available on the District intranet. If the Union desires a change in a job description(s) they shall bring the issue to a Labor/Management Meeting.

## ARTICLE 15

### HOURS OF WORK AND OVERTIME

15.1 The hours and location of work will be assigned by the Employer. Neither this Article nor any other provision of this Agreement shall be construed as a guarantee of hours per day or per week.

15.2 Each Employee will be paid at the rate of one and one-half (1-1/2) times his or her regular hourly rate for all hours worked in excess of forty (40) hours in any one week.

For purposes of this Article only, all hours paid, shall be counted as hours worked. Overtime is not to be worked unless it is pre-approved in advance or assigned by the Employee's immediate supervisor, the Superintendent or other administrator. For purposes of calculation, the workweek begins at 12:01 a. m. on Wednesday and ends at midnight the following Tuesday.

15.3 Lunches and Breaks

Each Employee shall be entitled to an unpaid, duty-free thirty (30) minute lunch. Employees who currently receive a lunch of more than thirty (30) minutes may elect to continue to receive such additional unpaid, duty-free lunchtime. Lunchtime shall be scheduled by the Board, with input from the Employee.

15.4 Contract Year for Building Administrative Assistants

In the high school, one (1) administrative assistant shall be assigned to work a contract year that is equal to the number of days worked by the building principal. In other buildings, the building principal may require an administrative assistant(s) to work up to an additional ten (10) days. Both OAPSE and the Board recognize the Principal and the administrative assistants need flexibility as to how these days are to be scheduled.

The assignment of duties outside the normal school year will be offered first to the senior administrative assistant in that building. If that administrative assistant refuses the assignment, it will be annually offered to the other assistants in the building on a rotation by seniority basis. If no administrative assistant within the building accepts the assignment, the hours will be posted as a temporary assignment.

The most senior administrative assistant in each building (consecutive years in building) shall have the first choice of the offered workday schedules.

15.5 Contract Day for Assistants, Miscellaneous

All assistants whose contract day is less than the school day shall hereafter work a contract day that is equal to the school day in the building where they are assigned.

The District may direct assistants to monitor classrooms when a teacher is absent. Assistants will not be expected to supplant teachers.

15.6 A. Definitions

As used in this Article, "Educational Assistants" means all current District employees who are assigned duties as educational assistants, regardless of specific job title.

"Supplemental Responsibilities" means the responsibility to provide for the personal needs of pupils including but not limited to such duties as toileting, diapering, suctioning, catheterization, and the administration of medication as provided by Board Policy or pupil IEPs. (note: such administration of medication does not include injections of any kind excepting injections needed as part of an emergency care situation.)

"Class One Educational Assistants" means those persons who have indicated an interest for and who have been accepted by the District for employment as Class One Educational Assistants. Class One Educational Assistants shall, in addition to any other assigned duties, be responsible for the performance of Supplemental Responsibilities as assigned. Designation as Class One Educational Assistants will be based on known or anticipated pupil needs.

"Class Two Educational Assistants" means those persons who are employed as educational assistants but who are not required to perform all of the Supplemental Responsibilities.

B. Effective July 1, 2005, Class One Educational Assistants may be assigned Supplemental Responsibilities as needed. Class One Educational Assistants may be assigned or reassigned as determined by pupil needs of the District and shall receive training as appropriate to the specific duties assigned. The District will develop and distribute an appropriate job description for Class One Educational Assistants.

C. Class Two Educational Assistants shall perform all of their currently assigned duties and may occasionally be assigned some, but not all, of the Supplemental Responsibilities such as, for example, diapering of pupils or administration of medications. (Note: such administration of medication

does not include injections of any kind excepting injections needed as part of an emergency care situation.) Class Two Educational Assistants may be assigned or reassigned as determined by the pupil needs of the District.

Regardless of classification, no employee shall be required to give injections of any kind to a student excepting those needed as part of an emergency care situation.

D. Expression of Interest

Educational Assistants willing to accept assignment as Class One Educational Assistants and perform any or all of the Supplemental Duties must express interest, in writing. If accepted, such employees will be classified, and paid, as Class One Educational Assistants upon completion of any required training and pupil assignment. In the event that the number of educational assistants choosing to become Class One Educational Assistants is insufficient to meet the pupil needs of the District, the District may provide such services from outside the bargaining unit or by entering into contracts with other agencies.

E. Notwithstanding any other provision of this Agreement, Educational Assistants may be assigned and reassigned in accordance with the needs of the District.

## ARTICLE 16

### HOLIDAYS

16.1 Twelve (12) month Employees will be paid at their regular per diem rate for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
July 4 <sup>th</sup>	Christmas Day

16.2 All other Employees will be paid their regular per diem rate for all of the holidays contained in Section 16.1 except for July 4<sup>th</sup>.

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

- 16.4 In order to be compensated for holidays, an Employee must be regularly scheduled to work and must actually work all his/her scheduled hours on the workday immediately before and immediately after the holiday, unless the Employee was on approved sick leave, personal leave, or vacation leave.
- 16.5 A recognized holiday that falls on a Saturday shall be observed on the preceding Friday. A recognized holiday that falls on Sunday shall be observed on the following Monday. Observance of any of the above listed holidays may be changed by mutual agreement of OAPSE and the Board.
- 16.6 In exchange for two (2) additional days off (one day prior to New Year's Day and Jug Day) all twelve (12) month Employees are required to report to work on snow days and other days when the schools are closed.

**ARTICLE 17**

**VACATION**

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

1 through 9 years of service	two (2) weeks vacation
10 through 19 years of service	three (3) weeks vacation
20 or more years of service	four (4) weeks vacation

Employees may not transfer vacation that has accrued from employment with another public employer.

- 17.2 Vacation pay shall be calculated by multiplying the number of vacation days by the number of hours for which the Employee is normally scheduled to work and then by the Employee's straight-time hourly rate at the time vacation is taken.
- 17.3 Vacation leave may be carried over to the next year provided that it does not cause an Employee's total vacation days to exceed two (2) years of vacation accrual as defined by the schedule in Section 17.1 above.
- 17.4 Vacation requests shall be submitted to the Employee's immediate supervisor in writing at least one (1) week before the first day of the proposed vacation. The immediate supervisor reserves the discretion to waive this advance request requirement. The Employer reserves the right to limit the number of Employees who may take vacation at any particular time.
  - A. In the event that two (2) or more Employees' requests for simultaneous or overlapping periods of vacation cannot be granted, the most senior

Employee(s) shall be approved for such vacations, provided that such requests were made prior to March 1 of that year. All other vacations shall be approved or rejected in the order that the vacation requests were submitted.

- 17.5 The smallest permissible increment of vacation leave is one-quarter (1/4) day. If an Employee wishes to request one (1) day per week of vacation leave for three (3) or more consecutive weeks, the entire request shall be made at least one (1) week prior to the first vacation day that is taken.

## ARTICLE 18

### SICK LEAVE

- 18.1 All Employees shall accrue sick leave at the rate of one and one-fourth (1-1/4) workdays per month and may accumulate a maximum of fifteen (15) workdays per calendar year. Any Employee can transfer sick leave from previous public employment according to the provisions of the Ohio Revised Code. The maximum amount of sick leave that an Employee can accumulate from all public employment is two hundred sixty (260) days.
- 18.2 Each new Employee who has no accumulated sick leave may be advanced up to ten (10) work days of leave per the Employee's contract year, to be used as needed provided that no advancement shall be required in excess of the number of sick leave days earnable during the remainder of the year. As the Employee accrues sick leave, the advanced days will be paid back at the rate of one and one-fourth (1-1/4) workdays per month. Employees terminating employment prior to "paying back" the advanced days will have the remaining advanced days deducted on a per diem rate at final salary settlement.
- 18.3 Sick leave accumulation shall appear on each employee's pay stub. Sick leave may be used in minimum increments of one-quarter (1/4) days.
- 18.4 Sick leave may be used for absence by an Employee for the following reasons or conditions:
- A. Personal illness or injury, including emergency doctor or dentist appointments in connection therewith.
  - B. Pregnancy
  - C. Exposure to contagious diseases that could be communicated to others.
  - D. Illness or death in the Employee's immediate family. Immediate family consists of spouse, child, Mother, Father, sibling, grandparents,

grandchildren, aunt, uncle, niece, nephew, father-in-law, mother-in-law, sister-in-law, brother-in-law or anyone who virtually held the position of immediate family.

- E. Employees may use up to five (5) days of sick leave for the death of relatives not listed in Section D above.

## ARTICLE 19

### SICK LEAVE TRANSFER

- 19.1 Employees who have exhausted or reasonably expect to exhaust all accumulated sick leave may request the approval of the Superintendent or designee to receive transferred sick leave days from other Employees in accordance with this provision. The Superintendent shall approve such transfer request provided that:
  - A. The Employee, the employee's spouse or child residing in the employees household is suffering from a catastrophic personal illness or injury requiring extended absence from duty beyond the Employee's accumulated sick leave as certified by his/her physician.
  - B. The Employee has exhausted, or is reasonably expected to exhaust, all accrued sick leave, personal leave and vacation leave.
  - C. As certified by the Employee's physician, the Employee has a reasonable expectancy to return to his/her job and is not using sick leave transfer to avoid disability retirement.
- 19.2 OAPSE or the Employee requesting a sick leave transfer shall submit a written request to the Superintendent or designee for approval. The District shall notify the Employee and the Local President when the Employee receives Board advanced sick leave transfer. Final approval for such sick leave transfer shall only be granted after OAPSE or the requesting Employee has submitted written authorization(s) from Employees who have agreed to donate such sick days. Request and authorization forms shall be provided by the Board.
- 19.3 When approved by the Superintendent or designee, the Treasurer shall deduct one (1) transferred sick leave day from the accrued and unused sick leave of the transferor for each sick leave day that is credited to the eligible transferee. Employees may receive, by way of transfer, up to forty (40) sick leave days in any fiscal year. No Employee may donate, by way of transfer, more than two (2) sick leave days per request to a specific employee; and no Employee may donate more than four (4) sick leave days during any fiscal year.

## ARTICLE 20

### PERSONAL LEAVE

- 20.1 Each Employee shall be entitled to three (3) days of unrestricted personal leave per school year. Unused personal leave shall not accumulate from year to year.

Employees who do not use all of their unrestricted personal leave days during regular school year may choose to either have these days converted to sick leave days or such employee shall be paid for one-third (1/3) of the unused personal leave. At the option of the employee, and upon written notice to the Treasurer not later than June 30, the employee may receive payment for one-third (1/3) of the unused personal leave days with payment made in the following September. If the Treasurer does not receive notice requesting payment, all unused personal leave days shall be converted to sick leave. -

- 20.2 Requests for personal leave shall be provided in writing using the appropriate form to the immediate supervisor at least five (5) workdays prior to the requested date of use. In cases of emergency, the Employee should file the form if the emergency is known prior to the personal day requested. In case of emergency, when it is not feasible for an Employee to file a request from prior to taking leave, the Employee shall file a personal leave form as soon as possible upon his/her return to work.
- 20.3 Except in emergency situations where it is not feasible for the Employee to give prior notice, no leave may be taken without the prior approval of the immediate supervisor and the Superintendent or designee.
- 20.4 The smallest permissible increment of personal leave is one-quarter (1/4) day.

## ARTICLE 21

### ASSAULT LEAVE

- 21.1 An Employee who is absent due to physical or verifiable emotional disability resulting from an unprovoked physical attack upon the Employee, when the assault occurs on Board premises or when the Employee is in attendance at an official school function while in the course of the Employee's employment, shall, subject to the approval of the Superintendent or designee, be granted up to thirty (30) working days assault leave.
- 21.2 During assault leave, the Employee shall be maintained on full-pay basis, as if he or she had worked his or her regular schedule.

- 21.3 Assault leave may not be granted under this Article unless the Employee in question:
- A. Has signed a written statement justifying the granting and use of assault leave.
  - B. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
  - C. Files charges, when physically able, with a law enforcement authority against the person or persons involved. The Superintendent or designee may waive this requirement in an appropriate case.
  - D. Assault leave will be charged initially while the Employee is incapacitated as a result of the assault. If the Superintendent or designee disapproves assault leave, sick leave credit will be charged to the day of the assault.

## ARTICLE 22

### FAMILY AND MEDICAL LEAVE ACT

- 22.1 The Board and OAPSE, on its own behalf and on behalf of the Employees, each reserve any and all rights that are provided under the Family and Medical Leave Act ("FMLA").

## ARTICLE 23

### LEAVE WITHOUT PAY

- 23.1 Employees are eligible to request a leave without pay (LWOP) for up to two (2) consecutive school years, in accordance with O. R. C. Section 3319.13. Requests for LWOP must be made in writing to the Superintendent for consideration by the Board. Leave requests should be turned in as soon as possible, but in no event no later than two (2) weeks prior to the next regularly scheduled Board meeting, unless it is for an emergency.
- 23.2 Requests for LWOP of not more than ten (10) consecutive days may be made in writing to the Superintendent or his/her designee. No more than two (2) such requests may be made in any school year. No additional request may be submitted while the requesting party is on LWOP.

- 23.3 The Board will pay the Board's share of applicable insurance premiums through the month in which the LWOP begins. Following that month, the Employee may continue insurance coverage pursuant to COBRA.
- 23.4 All applicable paid leave must be used before LWOP may be used.
- 23.5 An Employee who takes LWOP without Board approval will be considered absent without leave (AWOL) and subject to disciplinary action, up to and including termination.
- 23.6 An Employee who is on LWOP for an entire month will not accrue any paid leave during that month.
- 23.7 Requests for professional leave shall be submitted to the Office of Human/Material Resources one (1) quarter/semester prior to the beginning of classes.

## **ARTICLE 24**

### **MILITARY LEAVE**

- 24.1 An Employee on leave of absence with the Armed Forces of the United States, upon resuming duty with the Board, shall be considered to have been actively employed with no loss of previously accrued seniority.

## **ARTICLE 25**

### **CALAMITY /DELAY START DAYS**

- 25.1 Employees who are called in to work on a calamity day are required to report. If an Employee cannot make it in to work due to weather conditions, the Employee will be charged for a full day of personal leave, or if he/she has none left, he/she will receive no pay for the calamity day. The only exception to this is if the Superintendent determines that it was impossible for an Employee to come in, such as for weather emergency that bans cars from the road.
- 25.2 The Board has the discretion to call in any or all Employees to work on a calamity day.
- 25.3 Employees contracted for less than twelve (12) months who are called in to work on a calamity day after school has been closed will be paid at the rate of time and one-half (1-1/2) [half time in addition to regular rate] for those hours worked.

- 25.4 In the event of a delayed start to the student day, employees' report time shall be delayed by the same amount as that of the students.

## ARTICLE 26

### COMPULSORY COURT APPEARANCES

- 26.1 The Board shall pay an Employee called for jury duty at the Employee's regularly scheduled hourly rate of pay. The Board shall grant an allowance (with receipts) for parking fees and one (1) meal per day in accordance with the Board's reimbursement policy. Such allowance is to come from the compensation that the Employee receives for jury duty and is not to come from the Board of Education funds. Excess compensation shall be turned over to the Treasurer of the Board.
- 26.2 Employees must show the jury summons to their immediate supervisor as soon as possible so that the supervisor may make arrangements to accommodate the absence. Employees are expected to report to work whenever the court schedule permits.
- 26.3 Employees will be granted professional leave for compulsory court appearances when the compulsory court attendance arises from the Classified Employee's employment with the Delaware City Schools as long as the person is not the plaintiff, defendant, or witness against the Board.

## ARTICLE 27

### PAYROLL

- 27.1 Employees shall be paid in accordance with Appendix B of this Agreement. An Employee will be paid his or her hourly rate as provided in the Wage and Step Schedules of this Agreement.
- 27.2 Employees shall be paid bi-weekly on every other Tuesday. This payroll schedule will result in equal pays, usually twenty-six (26) per year, but occasionally the calendar will require twenty-seven (27).
- 27.3 If a payday falls on a holiday, Employees will be paid on the workday immediately preceding the holiday. If the schools are closed on a payday due to a calamity day or other extraordinary circumstances, such as a bomb threat, the payday shall occur on the next workday that the schools are open.
- 27.4 If the Board makes an underpayment in salary, the underpayment will be corrected in the next pay or as soon thereafter as the affected Employee brings

the underpayment to the Treasurer's attention.

- 27.5 If the Board makes an overpayment in salary, the overpayment will be corrected in the next pay, unless other arrangements are made through the Treasurer.
- 27.6 Direct automatic payroll deposit will be utilized for all Employees. Employees shall authorize direct deposit to applicable banking institutions. All new bargaining unit members will be required to enroll in direct deposit within thirty (30) days of official Board action to employ.

## ARTICLE 28

### SEVERANCE PAY

- 28.1 Severance pay shall be a one-time, lump sum payment to eligible Employees according to the following provisions:

A. Eligibility

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

1. The Employee retires from the District pursuant to SERS regulations.
2. The Employee must, within three (3) months after his/her last day of employment with the District, prove acceptance into the retirement system by having received and cashed his/her first retirement check.
3. The Employee must sign an application form for the cancellation of accrued sick leave certifying all eligibility requirements have been met. Such application must be made within three (3) months of the Employee's last workday. If the retiring Employee notifies the Board in writing, on or before April 1 of the year of retirement, he/she will receive six (6) severance days as a bonus.
4. The Employee must sign for the severance check certifying that the eligibility criteria have been met.

B. Benefit Calculation

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

1. Multiplying the Employee's accrued but unused sick leave (up to a maximum of 224 days by twenty-five percent (25%).
2. Multiplying the product times the Employee's per diem rate of pay at the time of retirement.
3. The amount of the benefit calculated in steps one (1) and two (2) shall not exceed the value of fifty-six (56) days accrued but unused sick leave.
  - a. If the Employee has provided notice by April 1, in accordance with A. 3 above, six (6) sick days shall be added to the calculations in Steps one (1) and two (2) for a maximum of sixty-two (62) days.

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

## ARTICLE 29

### INSURANCE AND BENEFITS

- 29.1 For the duration of this Agreement, the Board shall maintain Hospitalization and Major Medical Insurance for each Employee and all eligible dependents, provided that such Employee is regularly scheduled to perform twenty (20) hours of work per week or more and the Employee pays eighteen percent (18%) of the cost of the coverage. If both husband and wife are employed twenty (20) hours of work per week or more, either the husband or wife may elect a family plan. Alternatively, the husband and wife each may elect a single plan.

The Employee, spouse, and eligible dependent children shall be covered by such health insurance programs providing that the Employee authorizes deduction of his/her eighteen percent (18%) cost share of the premium. For the duration of this Agreement, the Employer shall provide eighty-two percent (82%) of the premium of the lowest cost medical plan provided in the district for each eligible Employee as defined herein.

- 29.2 If an Employee's Hospitalization and Major Medical Insurance is covered by a spouse, and if that Employee decides to opt out of the District's insurance plan, the Treasurer will no longer deduct the Major Medical Hospitalization eighteen percent (18%) cost-share from the Employee's paycheck. This request will be processed within fifteen (15) days of the request to leave the plan. Should that Employee's circumstances create the need for reinstatement into the plan, the Treasurer will do so according to the rules set forth by the carrier.

29.3 The Health and Major Medical Insurance plan provides for the following deductible limits:

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

Single plan deductible	\$200.00 per plan year
Family plan deductible	\$400.00 per plan year

Single plan out-of-pocket maximum	\$700.00 per plan year
Family plan out-of-pocket maximum	\$1400.00 per plan year

90% Co-insurance	Office Visit Co-Pay \$15.00
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**NON-NETWORK DEDUCTIBLES AND OUT-OF-POCKET MAXIMUMS**

Single plan deductible	\$ 400.00 per plan year
Family plan deductible	\$ 800.00 per plan year

Single plan out-of-pocket maximum	\$ 1400.00 per plan year
Family plan deductible maximum	\$2800.00 per plan year

70% Co-insurance	Office Visit Co-Pay \$15.00
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29.4 Prescription Drugs

As part of the Hospitalization and Major Medical Insurance program, the Board shall provide a prescription drug plan. The co-pay for the thirty (30) day retail pharmacy shall be \$10.00 for generic drugs, \$20.00 for brand-name drugs on the Preferred Drug List and \$ 30.00 for drugs not on the Preferred Drug List. The ninety (90) day mail order plan shall be \$ 20.00 for generic drugs, \$40.00 for brand-name drugs on the Preferred Drug List and \$60.00 for drugs not on the Preferred Drug List. All other prescription drugs shall be covered under the Major Medical Plan's 80/20 co-insurance and deductibles. There is a \$100.00 per year deductible per person with a maximum of \$300.00 per year deductible per family.

29.5 Dental Care Insurance

For the duration of this Agreement, the Employer shall provide all Employees who are regularly scheduled to perform twenty (20) hours of work per week and their eligible dependents with dental care insurance. Such dental coverage shall include identical benefits to the coverage in effect on 7/1/99. The Board shall pay the full cost of the dental care insurance.

29.6 Life, Accidental Death and Dismemberment Insurance

The Board shall pay the full cost of group life, accidental death and dismemberment insurance for all Employees. The face value of such coverage for the duration of this Agreement is \$30,000.

29.7 District Insurance Committee

OAPSE shall participate on the District Insurance Committee.

29.8 The Health and Major Medical Plan as agreed to by the parties provides benefits identical to those described in Appendix C.

**ARTICLE 30**

**DUES DEDUCTION**

30.1 During the term of this Agreement, the Board agrees to deduct regular Union dues on a bi-weekly basis (24 pay periods) from the wages of each Employee who authorizes such deduction in writing on an official Check-off Authorization Form supplied by the Union.

30.2 OAPSE shall indemnify the Board, its members and its administrative and supervisory personnel and should hold them harmless for any and all liabilities, arising legal actions, or administrative claims resulting from the Board's actions to comply with the express written provisions of this Article.

30.3 No other Employee organization shall be granted or allowed to maintain payroll deduction for Employees covered by this Agreement.

30.4 In accordance with Sections 4117.09(C), the Employer shall, within sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, deduct from all Employees who have not submitted a Check-Off Authorization Form, fair share fees as a condition of employment with the Employer. (Employees hired on or before July 1, 1999 and who have not become members of the Union prior to the effective date of this Agreement shall be exempted from the payment of fair share fees, which are otherwise required by this provision. An exempted Employee who voluntarily becomes a member of the Union forfeits such exemption.) The Union shall notify the Employer of the fair share fee amounts and changes in the amounts of fair share fee in the same manner as notification of amounts and changes in 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, except that written authorization for deduction of fair share fee is not required.

## ARTICLE 31

### IN-SERVICE TRAINING

- 31.1 Employees may request permission to attend in-service training sessions in writing. The Superintendent may, at his/her discretion, approve such request(s) provided that such training will potentially improve the Employee's ability to perform his/her work. When such training is approved by the Superintendent, the Employee shall be paid the Board's mileage rate for transportation and his/her hourly pay for all hours in attendance at such training. Fees for approved training shall also be paid by the Board.
- 31.2 Employees who attend staff meetings outside the workday shall submit time sheets for such attendance in order to receive compensation.

## ARTICLE 32

### STAFF DEVELOPMENT/TUITION REIMBURSEMENT

- 32.1 Employees will receive tuition reimbursement for classes, at an accredited post-secondary institution, that the District determines to be job-related. Employees seeking reimbursement must submit an application to the District in accordance with Board-approved procedures.
- 32.2 Reimbursement will be provided to Employees in accordance with Board-approved tuition reimbursement practices. Total reimbursement will not exceed the cost of the courses.
- 32.3 Employees who resign from their employment within two (2) years of their initial hire shall be required to repay the District for all tuition reimbursement.
- 32.4 TUTION FREE ATTENDANCE

Employees who live outside of the Delaware City School District have the right to have their child/children attend the Delaware City Schools tuition free. The Board is not obligated to provide transportation to the Employee's child/children.

- 32.5 PARA PROFESSIONAL CERTIFICATION

Employees who are authorized to take and then pass the Paraprofessional Certification Test will receive a one-time reimbursement for the cost of the test.

## ARTICLE 33

### SERS PICKUP

- 33.1 The District shall contribute to the School Employee's Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each Employee's contribution in lieu of payment to each Employee. The amount contributed by the Board on behalf of the Employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such Employee.
- 33.2 The total annual salary for each Employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary; and (2) cash salary. An Employee's deferred salary shall be equal to that percentage paid as an Employee's contribution by said Employee and shall be paid by the Board to SERS on behalf of said Employee as a "pickup" of the SERS Employee contribution otherwise payable by the Employee. An Employee's cash salary shall be equal to said Employee's total annual salary less the amount of the "pickup" for said Employee and shall be payable, subject to applicable payroll deductions, to said Employee.
- 33.3 The Board's total combined expenditures for Employees' total annual salaries otherwise payable under their contracts (including "pickup" amounts) and its employer contributions to SERS shall not be greater than the amount it would have paid for those items had this provision not been in effect.
- 33.4 The Employer shall compute and remit its employer contributions to SERS based upon the total annual salary, including the "pickup". The Employer shall report for Federal and Ohio income tax purposes as an Employee's gross income said Employee's total annual salary less the amount of the "pickup". The Employer shall report for municipal income tax purposes as an Employee's gross income said Employee's total annual salary, including the amount of the "pickup". The Employer shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- 33.5 The "pickup" shall be included in the Employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
- 33.6 The "pickup" shall be a uniform percent for all Employees' total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.

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

## ARTICLE 34

### SALARY

- 34.1 Effective August 1, 2012, employees shall receive an across-the-board increase in the amount of 1.25% for the 2012-2013 school year.

Effective August 1, 2013, employees shall receive an across-the-board increase in the amount of 0.75% for the 2013-2014 school year. If total revenue projections exceed \$45,000,000 for the 2013-2014 school year, based on the Board approve Five-year Forecast that is inclusive of the State’s Biennium Budget, the base salary will increase in the amount of an additional one-quarter (1/4) percent effective with the 2013-2014 school year.

If any other bargaining unit received a larger percentage increase on their base salary for the 2012-2013 or 2013-2014 school year, OAPSE members will receive the same.

There will be a re-opener on salary and insurance for 2014-2015. (8/1/2014)

- 34.2 Class One Educational Assistants shall receive a pay equity increase in the amount of \$ 0.50 per hour in addition to the negotiated increase.
- 34.3 Employees, beginning with their twentieth (20<sup>th</sup>) year of service with Delaware City Schools will receive longevity in the amount of an additional \$0.40 per hour above their regular hourly rate.
- 34.4 Elementary Library Media Specialists shall receive an additional \$0.50 per hour above their regular hourly rate.

ARTICLE 35

NO CHILD LEFT BEHIND

35.1 Notwithstanding any other provision of this Agreement, no employee who is required to maintain a "highly qualified" status by state or federal law or regulation shall be eligible for assignment or recall to any such position unless the employee maintains the required "highly qualified" status. The District may assign or reassign any employee to the extent reasonably necessary to attain the goals of the No Child Left Behind Act.

ARTICLE 36

DURATION

36.1 Except as otherwise provided herein, this Agreement shall be effective July 1, 2012 and shall remain in effect until June 30, 2015.

36.2 This Agreement supersedes any previously Negotiated Agreement between the parties and any policy, rules, regulations or practices of the Board, which may be contrary or inconsistent with the terms of this Agreement.

36.3 If any provision of this Agreement is found to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

FOR THE BOARD

Paul A. Cealy  
Superintendent

[Signature]  
Executive Director for Human and Material Resources

[Signature]  
Board President

Christine A. Blear  
Treasurer

7/23/2012  
Date

FOR THE UNION

Pamela M. Billow  
President

[Signature]  
OAPSE State Representative

Janne Stout  
Negotiating Team Member

Marie Jones  
Negotiating Team Member

Brinda Kellinger  
Negotiating Team Member

**APPENDIX C**

<b>DELAWARE CITY SCHOOLS MAJOR MEDICAL PLAN</b>		
<b>BENEFITS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Deductible (calendar year)</b>		
Single	\$200	\$400
Family	\$400	\$800
<b>Coinsurance (calendar year)</b>		
Single	\$500	\$1,000
Family	\$1,000	\$2,000
Coinsurance	90%	70%
<b>Maximum Out-of-Pocket</b>		
Deductible & Coinsurance		
Single	\$700.00	\$1,400
Family	\$1,400.00	\$2,800
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury)	\$15 copay	70% after deductible
<b>Preventative Services</b>		
Routine Mammogram	90% after deductible	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Chiropractic	\$15 copay - 24 visit limit	70% after deductible
<b>Outpatient Services</b>		
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
	180 day limit per calendar year	
<b>Additional Services</b>		
Routine Endoscopic Services	90% after deductible	70% after deductible
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	90% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
	\$100,000 limit per calendar year	
Home Healthcare	90% after deductible	70% after deductible
	200 visit limit per calendar year	
Hospice	90% after deductible	70% after deductible
	360 day lifetime limit	
Organ Transplants	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health and Substance Abuse Services	90% Combined limit of 30 days per year	70% after deductible
Outpatient Mental Health and Substance Abuse Services	\$20 copay individual visit \$10 copay group visit	70% after deductible
	30 visits per year	
<b>Pharmacy</b>	\$100 Ded/\$300 Max	\$100 Ded/\$300 Max
Retail	100 Ded, 10/20/30	\$10/\$20/\$30
Diabetic Supplies	90%	
Mail Order	\$20/\$40/\$60	\$20/\$40/\$60
Diabetic Supplies		
<b>Vision Plan</b>	\$15 copay - Vision Exam only-1 every year	Not Covered

APPENDIX D

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

Negotiated Collective Bargaining Agreement Between the  
Ohio Association of Public School Employees OAPSE/AFSCME LOCAL 4/AFL-CIO and its, Local 767 and the  
Delaware City School District Board of Education  
for the period from July 1, 2012 through June 30, 2015

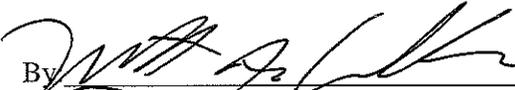
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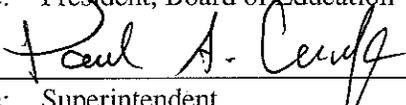
The undersigned, Treasurer, Superintendent, and President of the Board of Education of the Delaware City School District Board of Education, located in Delaware County, Ohio, hereby certify in connection with the contract referenced above (the "Contract") that:

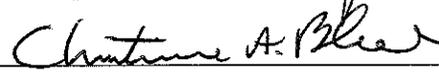
The school district has in effect for the term of the Contract, the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the district, are sufficient to provide the operating revenues necessary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

IN WITNESS WHEREOF, we have hereunto set our hands this 23rd day of July 2012.

DELAWARE CITY SCHOOL DISTRICT  
BOARD OF EDUCATION  
DELAWARE COUNTY, OHIO

By:   
Title: President, Board of Education

By:   
Title: Superintendent

By:   
Title: Treasurer

**MEMORANDUM OF UNDERSTANDING**

Whereas, Revised Code Section 3599.031 (H) provides, "No public employer shall deduct from the wages and salaries of its employees any amounts for the support of any candidate, separate segregated fund, political action committee, legislative campaign fund, political party, or ballot issue.", and

Whereas, Various court decisions, including United Auto Workers, Local Union 1112 v. Philomena, 121 Oapp3d 760 and Toledo Area AFL-CIO Council v. Pizza 154 F.3d 307, 1998 LEXIS 20188 have addressed the constitutionality of the above-quoted section of Revised Code Section 3599.031 (H) with differing conclusions, and,

Whereas, the Board of Education of the Delaware City School District ("Board") and the Ohio Association of Public School Employees Local 767 ("OAPSE") have entered into a negotiated collective bargaining agreement providing for the deduction of voluntary employee political contributions (PEOPLE) to the extent that such deductions are permitted by law, and,

Whereas the Board and OAPSE desire to implement the provision of their negotiated agreement.

Now, Therefore the Board and OAPSE agree as follows:

The Board will make voluntary employee payroll deductions from the payrolls of employees who are members of OAPSE and who authorize such deductions in such manner as approved by the Board for employee payroll deductions and pay the amounts so deducted to OAPSE as provided in the negotiated agreement.

OAPSE agrees that the Board may cease making such deductions at any time that it is determined that such deductions are prohibited by law or regulation.

OAPSE will indemnify and hold harmless the Board and its officers, employees, and Treasurer from any loss, costs or damages in connection with the deductions authorized herein.

This Memorandum shall be effective on the date indicated below for the remainder to the term of the collective bargaining agreement.

DATE: August \_\_\_\_\_, 2005

FOR OAPSE:

FOR THE BOARD:

\_\_\_\_\_

\_\_\_\_\_

**OAPSE  
SALARY SCHEDULE**

<b>STEP</b>	<b>ED. ASS'T/LMS</b>	<b>BUSINESS SPECIALIST</b>	<b>ADM. ASS'T.</b>	<b>ADM. ASST. ELEM/ASS'T/GUID</b>	<b>HEAD ADM. ASS'T.</b>	<b>TECHNOLOGY SPEC</b>
1	\$11.68	\$12.91	\$12.57	\$11.97	\$12.26	\$11.70
2	\$12.11	\$13.31	\$13.00	\$12.41	\$12.67	\$12.12
3	\$12.56	\$13.74	\$13.44	\$12.83	\$13.11	\$12.57
4	\$12.98	\$14.19	\$13.85	\$13.27	\$13.56	\$13.00
5	\$13.42	\$14.61	\$14.29	\$13.72	\$13.98	\$13.44
6	\$13.83	\$15.07	\$14.74	\$14.14	\$14.43	\$13.85
7	\$14.28	\$15.50	\$15.17	\$14.56	\$14.84	\$14.29
8	\$14.72	\$15.92	\$15.59	\$15.00	\$15.27	\$14.74
9	\$15.14	\$16.34	\$16.03	\$15.45	\$15.69	\$15.17
10	\$15.57	\$16.77	\$16.45	\$15.88	\$16.13	\$15.59
11	\$16.01	\$17.21	\$16.88	\$16.31	\$16.57	\$16.03
12	\$16.44	\$17.66	\$17.32	\$16.74	\$17.01	\$16.45
13	\$16.86	\$18.07	\$17.76	\$17.17	\$17.43	\$16.87
14	\$17.29	\$18.52	\$18.20	\$17.59	\$17.86	\$17.31
15	\$17.69	\$18.92	\$18.60	\$17.99	\$18.26	\$17.71