

12-MED-04-0512

1943-02

K# 29040

STATE EMPLOYMENT
COMMISSION BOARD

2012 NOV 13 P 3:32

MASTER AGREEMENT

between

James A. Garfield Local Board of Education

and

Ohio Association of Public School Employees Chapter #331

July 1, 2012 – June 30, 2015

37

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	NEGOTIATION PROCEDURES.....	3-4
I	RECOGNITION.....	5-6
II	INDIVIDUAL & ASSOCIATION RIGHTS.....	6
III	ASSOCIATION SECURITY & DUES CHECKOFF.....	7
IV	SENIORITY BID SYSTEM.....	7-11
V	JOB DESCRIPTIONS.....	11
VI	BREAKS.....	11
VII	CONTRACTS.....	11
VIII	PAID HOLIDAYS.....	12
IX	INSURANCE.....	12-14
X	GRIEVANCE PROCEDURE.....	14-15
XI	REDUCTION IN STAFF.....	16-17
XII	LEAVES.....	17-20
XIII	LABOR-MANAGEMENT COMMITTEE.....	20
XIV	EVALUATION.....	21
XV	PERSONNEL FILES.....	21
XVI	HANDBOOK PROVISIONS.....	22
XVII	CALAMITY DAYS.....	22
XVIII	SEVERANCE PAY.....	22
XIX	LUNCH BREAK.....	22
XX	VACATIONS.....	22-23
XXI	OVERTIME.....	23
XXII	BARGAINING UNIT RESPONSIBILITIES.....	23
XXIII	ERRORS IN COMPENSATION.....	24
XXIV	DISCIPLINE.....	24
XXV	LONGEVITY PAY.....	24
XXVI	SALARY & WAGE SCALE.....	24-25
XXVII	DRUG TESTING.....	25
XXVIII	RETIREMENT INCENTIVE PLAN.....	25-26
XXIX	DURATION OF AGREEMENT.....	26
XXX	CAFETERIA PRICING.....	26
XXXI	HOME BUILDING.....	26-27
XXXII	RETIRE/REHIRE PROGRAM.....	27-28
XXXIII	LICENSURE/CERTIFICATION.....	28-29
	SIGNATURES.....	30
	APPENDIX A.....	31-34
	APPENDIX B.....	35-36
	APPENDIX C.....	37

NEGOTIATION PROCEDURES

SUBJECT OF NEGOTIATIONS: The subjects for negotiations shall be wages, hours, benefit provisions and the terms and conditions of employment.

REPRESENTATION: Representation at negotiation meetings shall be limited to nine (9) representatives each for the Board and the Union. Neither party shall have any control over the selection of the other party's team. Only those persons designated as representatives shall attend negotiation meetings, unless the parties otherwise agree. The chief negotiator for each side must be in attendance at all meetings.

REQUEST FOR NEGOTIATIONS: Either party may, by letter, initiate negotiations for a successor agreement not more than one hundred twenty (120) calendar days nor less than ninety (90) calendar days in advance of the expiration date of this agreement. At that time the party initiating negotiations shall notify the State Employment Relations Board (SERB) that the procedures set forth in this Article shall govern the parties and shall supersede those established in Ohio Revised Code Section 4117.

Within fifteen (15) calendar days after receipt of a request for negotiations an initial meeting will be held at which both parties shall consider use of interest based bargaining. Should the parties agree to use interest based bargaining, participants will be trained and ground rules will be established.

If the parties do not agree to interest based bargaining, the parties shall submit in writing their proposals at the first negotiating meeting which shall be held no later than fourteen (14) days after the initial meeting. Thereafter, additional items shall not be submitted unless both parties consent thereto.

Each proposal submitted by either party shall specify in detail that to which agreement is sought and which, if agreed to by the other party, would constitute the whole agreement between the parties.

Negotiation meetings shall be scheduled at the request of the parties, and, until negotiations are concluded, either party may request, at each meeting, a decision on the date, time, and place of the subsequent meeting. Meetings shall be scheduled at reasonable times, places, and intervals in order to avoid conflict with school and employment schedules.

Negotiation meetings shall be closed to the press and the public. Neither of the parties shall discuss either the content or the progress of negotiations with anyone from the press or the electronic media. All communications with the press or other media shall be in the form of releases or statements concurred in by both parties. Either party may recess for caucuses of reasonable length at any time.

ITEM AGREEMENT: Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party. Such initialing shall not be construed as final agreement. When final agreement is reached through negotiations, said agreement shall be reduced to writing and submitted to the personnel represented by the Union for approval.

Upon approval of the agreement by the Union, the agreement shall be submitted to the Board for approval. If approved by the Union and the Board, the agreement shall then be signed on behalf of the parties and shall be adopted in resolution form by the Board.

EXCHANGE OF INFORMATION: The parties agree to furnish, upon written request and in reasonable time, available information concerning the financial status of the District and such other information as will assist the parties in the development and evaluation of proposals. All such information shall be provided in its existing form.

DISAGREEMENT: If the parties are unable to reach agreement, either party may declare the issues to be at impasse. Thereupon the parties will seek to resolve the impasse through mediation. To this end, they will request the assistance of the Federal Mediation and Conciliation Service (FMCS). FMCS shall appoint a federal mediator who will conduct mediation in accordance with its rules. The parties agree that the procedure set forth above shall be the exclusive dispute resolution procedure and shall supersede those established in Ohio Revised Code sections 4117.10, 4117.14 and related sections.

WAIVER OF NEGOTIATIONS: The Board and the Association each acknowledge that during negotiations resulting in any agreement, each party had the right, subject to any limitations of law in this procedure, and the opportunity to make demands and proposals with respect to any matter not removed thereby, and that said agreement was arrived at by the parties after the exercise of all such rights and opportunities. Further, the Board and the Association shall voluntarily waive, during the life of this agreement, said rights, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter outside of or referred to in said agreement.

ARTICLE I
RECOGNITION

A. Coverage

The Administration recognizes Chapter #331 of the Ohio Association of Public School Employees as the sole exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, hours of work, and conditions of employment of for the following job classifications:

1. Bus Drivers
2. Dietary Aides
3. Secretaries
4. Transportation Secretary
5. Clerks/Aides (Certification required)
6. Bus Aide
7. Kindergarten/Lunch Room Aides
8. Inclusion Aides
9. Custodians
10. Maintenance and Assistant Maintenance Personnel
11. Mechanic and Assistant Mechanic(s)

B. Exclusions

The bargaining unit shall not include:

1. Secretary to the Superintendent
2. Treasurer's Office Employees
3. Supervisor and Assistant Supervisor of Food Services
4. Casual and seasonal employees
5. Employees in the initial ninety day probationary period
6. Governmental program (ie. CETA, PIC) employees
7. Substitutes

C. Disputed Exclusions

Any differences which shall arise between the Administration and the Union as to whether or not a newly created position is or is not included within the bargaining unit shall be handled by the SERB.

D. Supervisors' Working

Supervisors shall not perform work on a job normally performed by a member of the bargaining unit, except in those circumstances where the supervisor's working is temporary and does not deprive a bargaining unit member of work.

E. Management Rights

The District retains all rights granted under Section 4117.08 (C) of the Ohio Revised Code.

ARTICLE II
INDIVIDUAL AND ASSOCIATION RIGHTS

Both parties to this contract agree:

1. Classified school employees are entitled to full rights of citizenship regardless of race, color, or place of origin.
2. Classified school employees have the right to participate in professional and civic organizations for their personal benefit and interest.
3. Classified school employees have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.
4. Following the adoption of this Agreement, the Board of Education shall provide the Chapter President with copies of this Agreement for all members of the bargaining unit. The costs of providing copies of this Agreement shall be shared equally between the Board and the Union.
5. Prior notice of all regular and special Board meetings shall be sent to the President of the Union. The President will be notified in advance of Board meeting agenda items.
6. Employees shall be granted time off to attend Union meetings once per month-should such meetings fall within the employee's regular work shift and so long as the Union meetings are scheduled after regular school hours. Time spent at such meetings shall be made up immediately following the meeting.
7. The Union may use school facilities and equipment for Union business and shall reimburse the Board for all direct costs incurred in such usage.
8. Each staff member will sign a network privacy agreement and acceptable use policy prior to use of School District Technology-Form T
9. The Union shall have input into the school calendar before its adoption.
10. The Board shall provide educational information on the dangers and risk of Hepatitis B and the dangers and risk of the vaccination to prevent the disease. Any bargaining unit member will have the opportunity to receive the vaccine from the Board's program at no cost to the bargaining unit member.

ARTICLE III
ASSOCIATION SECURITY AND DUES CHECKOFF

SECTION 1. As a condition of employment, each employee covered by this Agreement shall voluntarily acquire and maintain membership in the Association or shall comply with the provisions which follow. Each employee covered by this Agreement, who fails to voluntarily acquire or maintain membership in the Association, shall pay to the Association a fair share fee, which shall not exceed the dues paid by members of the Association. Any employee who has been declared exempt for religious convictions by SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Association dues are payable, an amount of money equal to such fair share fee to a non-religious charity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such non-religious charity shall be mutually agreed upon between the employee and the OAPSE State Treasurer. The employee shall furnish written receipt(s) evidencing such payment to the Association State Treasurer. Failure to make such payment shall subject such employee to the same sanctions as would non-payment of union dues under this Agreement.

In the event the laws of Ohio governing union security are changed during the term of this Agreement to permit other forms of union security, the employer agrees to meet with the Association, upon its request, for the purpose of negotiating a new union security provision to be incorporated in this Agreement.

SECTION 2. Deductions shall be made in nine (9) consecutive monthly payments for all classified employees, October through June.

SECTION 3. Classified employees shall have the right to withdraw checkoff authorizations at any time.

SECTION 4. The Association agrees to indemnify and save the Board harmless against any and all claims which may arise out of or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Association to the Board.

SECTION 5. The Board Treasurer shall deduct P.E.O.P.L.E. contributions from the pay check of a member of the bargaining unit, upon written authorization from that member.

ARTICLE IV
SENIORITY BID SYSTEM

All buildings owned, operated, or staffed by the James A. Garfield Local Schools shall be posted with "vacancy notices" in an open area accessible to all employees in the employees' check-in building.

When a vacancy occurs due to retirement, resignation, leave of absence, death, promotion, or the creation of a new position, a "vacancy notice" shall be posted within ten (10) working days and shall remain posted for five (5) working days. During the school year, posting(s) shall be in the lounge, the office, the bus garage and will be placed on the District's voicemail and website.

For posting in the summer, there will be brief notification in paychecks that a posting(s) is

available and placed on the district's voicemail and website.

Employees desiring the position shall submit their bid to the Administration within the five (5) working days posting period provided for above. The vacancy notice shall contain a description of the duties, salary range, shift times, work location(s), and a short statement of the qualifications necessary to satisfactorily perform the work associated with the position.

The bid shall be awarded to the senior employee in the classification having qualifications substantially equal to the highest for the position. Criteria to be included in evaluating employees for the vacancy shall include:

- 1) Attendance
- 2) Work record
- 3) Education background
- 4) Experience

The highest seniority date shall be determined by the employee's last date of hire by the board of education.

If no employee from the classification bids for the position, employees out of the position's classification shall be considered before outside applicants. The above criteria shall be included when the board is considering to fill the position from outside the classification. Bids shall be awarded as soon as is practically possible after the close of the posting period, but not later than the next regularly scheduled meeting of the Board of Education.

An employee who successfully bids for and begins work in a new classification shall be placed on the wage step he/she would have been on in the classification he/she leaves or on the step immediately below the least senior employee in the classification he/she is moving into, whichever of these alternatives results in the lower placement.

All appointments shall serve a probationary period of ninety days in "pay status". No appointment shall be final until the appointee has satisfactorily served the probationary period.

Any employee who is promoted or moves into a newly created position or bids for another position shall retain previously accumulated seniority after the successful completion of a ninety (90) days in pay status probationary period.

If such probationary period is unsatisfactory and if the employee was employed by the James A. Garfield Local School District at the commencement of the probationary period, the employee shall be reassigned to his/her former position at the rate of pay earned prior to the probationary period.

The Administration shall make available to Chapter #331 a current seniority list by November 1 of each year. The President of Chapter #331 shall indicate, by signature, the correctness of said list by December 1 of each year.

A temporary vacancy of short duration (known by the administration at the beginning of the

vacancy to be more than five (5) but less than thirty (30) days in pay status) shall be offered to the employee in the same building with the most seniority in the classification.

Governmental program (i.e. CETA, PIC), seasonal, substitute, or casual employees shall not accumulate seniority.

JOB BIDDING AS IT APPLIES TO BUS ROUTES

Section A: Drivers will, unless they successfully bid for an open route, retain their previous year's route

Section B.1:

1. Drivers may sign-up for day, evening, both or no trips.
2. Drivers may opt out for either day or evening trips for a month (before), semester or year.
3. All trips must be driven as assigned if the trip isn't returned within three (3) days of assignment unless the emergency is approved by the transportation supervisor.
4. All field trips shall be assigned according to the seniority list on a rotating basis.
5. All known trips will be assigned prior to the beginning of each month.
6. All "returned" trips scheduled at the beginning of the month will be "credited" as driven and offered to the driver next in line for a trip.
7. The transportation secretary will make every attempt to have all returned trips scheduled by the 5th of each month.
8. Any "returned" trip will be offered to the next driver on the board, if not accepted, the trip may be assigned to any driver. This will count as a trip for the driver who drives the trip!
9. Each new year begins a new slate.
10. Charter buses may be used for the annual 7th grade trip to Columbus, Ohio and junior-senior prom trips.
11. Beginning with the 2007-2008 school year, shuttle routes will be assigned to bus routes that make them more economically feasible for the school district. The bus drivers who currently drive the shuttle routes will have the first opportunity to bid the "new" routes in order of classification seniority; then all other drivers according to seniority. All open routes remaining will be bid on the basis of seniority.

Section B.2: If a field trip of two and one half (2 1/2) hours or less coincides with a driver's

regular run, the driver shall drive her/his regular run. In cases where a field trip of more than two and one-half (2 1/2) hours coincides with a driver's regular run, the driver may elect to relinquish her/his regular pay for the regular run, to take the field trip, and to receive compensation only for the time spent on the field trip.

Section B.3: No persons except students or approved sponsors shall go on a field trip without prior approval of the Transportation Supervisor.

Section B.4: Existing shuttle runs are considered to be integral parts of the job. Drivers may cease making these runs only by bidding off of them, or by finding another driver who wants to accept the runs. Drivers may utilize the option of having another driver take the shuttle runs only once per year for each run. Should a driver with a shuttle run cease to be employed by the Board, existing drivers will have first opportunity to take such runs, before new employees are hired.

Section B.5: Drivers scheduled for field trips shall receive pay for one (1) hour if the scheduled trip is cancelled with less than one hour's notice. Notice shall be provided by making an attempt to contact the driver by telephone at the driver's home telephone number.

Section B.6: Bus drivers shall stay at the location of the activity on all field trips.

Section B.7: The parties agree the twenty (20) day notice required by Article XI, Section 6 shall be waived with respect to any layoff or bumping involving C.L.P. and handicapped bus routes.

The parties further agree the fringe benefits for employees in these positions shall be reduced should the positions suffer a reduction in hours to below four (4) hours per day.

Any employee affected shall have the opportunity to exercise bumping rights in accordance with Article XI, Section 10.

Section B.8: Clerks shall not be required to fill in, in the absence of the school nurse or any teacher except for temporary absence or emergencies.

Section C: It is understood that all buses will be kept in good driving condition and shall be inspected prior to the opening of school. A driver who thinks her/his bus is unsafe to drive, may, without fear of reprisal, ask the Transportation Supervisor to ask the mechanic to inspect the bus.

Section D.1: Bus drivers shall receive payment for up to two (2) hours per year for required State paperwork completed by bus drivers each year.

Section D.2: Bus drivers shall receive payment of four (4) hours of regular pay for required recertification training completed by said drivers. Drivers shall be paid for required recertification training on the next regular pay after the work is performed.

SECTION D.3: (Uniforms) The Board of Education will provide uniforms each week for the bus mechanics.

(Tools) It is recognized that classified mechanic and classified maintenance employees may

use personal tools on the job. Written notice will be provided to his/her supervisor of what personal tools are being used. The employee will be responsible for protecting said tools. If tools are lost, stolen, or broken at no fault of the employee, the tools will be replaced by the school district. The employee may be required to file a police report in the event of stolen tools.

SECTION D. 4: Drivers shall have one (1) day after the school year ends for bus cleaning prior to the annual bus inspection. This shall be a mandatory work day, scheduled by the Administration. This work day shall be scheduled at least one (1) day prior to inspection, but not more than twenty-one (21) days prior to inspection. Drivers shall be informed of the date prior to the end of the school year.

ARTICLE V JOB DESCRIPTIONS

Bargaining unit employees shall be provided general job descriptions for each classification upon request or upon there being a change in the job description.

Should it become necessary to change any job description after September 15 of each year, the employee(s) affected will be given the reasons for the change and will be given an opportunity to respond.

ARTICLE VI BREAKS

A ten (10) minute "break" shall be provided for all cafeteria personnel regularly working four (4) hours or more per day. This break time period shall be taken approximately midway through the work day, but shall not interfere in any way with the feeding of students.

ARTICLE VII CONTRACTS

Employment contracts shall be issued to each non-teaching employee of James A. Garfield Local School District. These contracts shall be issued according to law and will stipulate the following:

1. Rate per hour
2. Annual salary, when applicable
3. Date of contract agreement
4. Duration of contract

ARTICLE VIII
PAID HOLIDAYS

All full-time classified employees shall be granted the following days off with pay:

1. Labor Day
2. Thanksgiving Day
3. Christmas Eve Day
4. Christmas Day
5. New Year's Eve Day
6. New Year's Day
7. Martin Luther King Day
8. Memorial Day

Classified employees working twelve (12) months per year shall receive in addition to the above cited days, Good Friday, Independence Day (July 4) and the day after Thanksgiving.

Any employee required to work on any holiday shall receive time and one-half their regular rate of pay, in addition to holiday pay. Employees called to work for emergencies on holidays shall be required to report for work.

ARTICLE IX
INSURANCE

A. HOSPITALIZATION: The Board shall offer a comprehensive hospitalization and major medical insurance program for members of the bargaining unit no less than the specifications in Appendix A. Effective July 1, 2012, the Board shall pay ninety percent (90%) and the employee shall pay ten percent (10%) of the premiums for medical, prescription, dental and vision coverage.

1. As part of this program the employee is responsible for out-of-pocket expenses as per the insurance plan.
2. The plan as administered will have a maximum out-of-pocket of \$500/\$1000 in-network and \$900/\$1800 out-of-network.
3. After each December 31, any employee who has incurred annual out-of-pocket expenses totaling more than \$350/\$700 will be reimbursed by the Board of Education to a maximum of \$150/\$300 in and out of network. The bargaining unit member shall sign and return within thirty (30) days of issue, a statement prepared by the Treasurer that verifies that the bargaining unit member paid the out of pocket expenses. Falsification of said statement could lead to disciplinary action up to and including termination. Bargaining members no longer employed by the District at the time of payment, forfeit such payment.
Following the effective date of this contract (July 1, 2012), members are entitled to one additional payment for the calendar year ending December 31, 2012.
4. Wellness Benefits:

- A. Keep annual pap, prostate, and mammogram benefit and add an additional wellness benefit to a maximum of \$300 for the employee and eligible spouse (if family coverage) to be used as they choose for doctor recommended tests; and
 - B. Add coverage for colon and rectal exams as follows:
 Age 40 & over - 1 digital rectal exam every year
 Age 50 & over - 1 physician recommended exam per year*
 *may include but is not limited to colonoscopy or sigmoidoscopy
 Colon and rectal exams are not subject to the calendar year maximum for all wellness benefits combined.
5. Opt-Out Option/Section 125 Plan:
- A. Offer \$1,100.00 to employee who elects to forego all insurance coverage (except life insurance) for an entire contract year to be paid in the last pay of the contract year; and
 - B. Offer Section 125 premium only plan- if elected by individual employee, cannot make changes to insurance coverage without qualifying event, employee portion of premiums would be deducted prior to tax.
 - C. A Section 125 (Flexible Spending Plan) as outlined by The Flexible Spending Plan Document will be available to all bargaining unit members. The District shall contribute \$500 (Five Hundred Dollars) each year to the Section 125 Medical Spending Account on behalf of each employee, excluding those who participate in the opt-out plan.

Regular employees working less than twelve (12) months per year will have hospitalization coverage for each month throughout the year.

See Article IV B.8 regarding CLP/Handicapped bus runs.

B. PRESCRIPTION DRUG PLAN. The Board shall provide a prescription drug insurance plan as follows:

	<u>Non-Formulary</u>	<u>Formulary</u>	<u>Generic</u>
Retail	\$20.00 co-pay	\$10.00 co-pay	\$3.00 co-pay
Mail Order 90 Days	\$40.00 co-pay	\$20.00 co-pay	\$6.00 co-pay

Injectibles other than insulin will be considered as part of major medical coverage.

C. DENTAL INSURANCE: The Board shall provide single or family dental insurance coverage for each member of the bargaining unit. The specification shall be no less than the specifications in Appendix A.

D. VISION COVERAGE: The Board will offer vision coverage.

E. LIFE INSURANCE: The Board shall furnish \$60,000 term life insurance for each member of the bargaining unit, but shall be subject to the reduction schedule as outlined in the Health Benefits Plan provided by Benefits Services; the premium to be paid by the Board.

F. GENERAL LIABILITY INSURANCE: The Board shall furnish each year all employees with a copy of the general liability insurance company covering said employees.

G. COVERAGE CHANGES: The parties agree that any negotiations for changes in insurance coverages that could affect bargaining unit members of both unions shall take place jointly or simultaneously.

ARTICLE X GRIEVANCE PROCEDURE

SECTION 1. A grievance is defined as a claim by a member(s) of the bargaining unit or Chapter #331 of OAPSE that this agreement has been misinterpreted or misapplied. All grievances which reach the written stage shall identify with particularity the article or articles of the agreement which the grievant claims has been misinterpreted or misapplied.

All grievances shall be begun to be processed according to this agreement within fifteen (15) working days of the time the grievance arises or within fifteen (15) working days of the time the grievant had knowledge of the grievance or within fifteen (15) working days of the time the grievant or Chapter #331 of OAPSE should have, in the exercise of due care, known of the grievance, whichever comes later.

For purposes of this article, a working day shall be defined as a day on which the Board of Education offices are open for conducting school business.

SECTION 2. Each grievance shall be processed in the following way:

Step 1. Any grievant who has a grievance shall discuss it first with the appropriate Principal (or immediate supervisor or department head if applicable) in an attempt to resolve the matter informally at that level.

Step 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, the grievant shall set forth the complaint in writing to the Principal (or immediate supervisor or department head if applicable). The Principal (or immediate supervisor or department head if applicable) shall communicate her/his decision on the complaint to the grievant in writing within three (3) days of receipt of the written complaint. If the immediate supervisor or department head is also the Superintendent of Schools, then the grievant may skip Step 3 and proceed directly from Step 2 to Step 4.

Step 3. The grievant may appeal within five (5) working days, in writing to the Superintendent of Schools, the Principal's (or immediate supervisor's or department head's, if applicable) decision. The Superintendent shall request a report on the grievance from the Principal (or immediate supervisor or

department head if applicable), shall confer separately with both the grievant and the Principal (or immediate supervisor or department head if applicable). The Superintendent, or her/his designee, shall attempt to resolve the matter as quickly as possible but within a period not to exceed five (5) working days. The Superintendent, or the designee, shall communicate her/his decision in writing along with supporting reasons, to the grievant and the Principal (or immediate supervisor or department head if applicable) within five (5) days of receipt of the appeal.

Step 4. If the grievance is not resolved to the grievant's satisfaction, the grievant may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent within five (5) school days of receipt of the decision at Step 3, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall, within thirty (30) calendar days of the Superintendent's receipt of the request (unless the parties mutually agree otherwise), review the grievance in Executive Session, hold a hearing in Executive Session with the grievant, if requested, and render a decision in writing within thirty (30) calendar days of the review or hearing.

Step 5. Any grievance not resolved to the satisfaction of the grievant after review by the Board of Education may be submitted to arbitration. All parties agree to abide by the decision rendered by the arbitrator unless the decision is challenged by any party to this agreement in a court of law, and the decision is altered, changed, or reversed.

Any request that a matter be submitted to arbitration shall be made, in writing, within forty (40) calendar days of the decision rendered by the Board of Education as provided for in Step 4 above. Failure to request arbitration within the time period provided for herein shall constitute a waiver of the right to submit the grievance to arbitration.

The costs associated with the submission of any matter to arbitration shall be paid by the party who fails to prevail in the arbitration proceeding.

SECTION 3. All grievance hearings shall be held outside of the normal working hours of the grievant or grievants involved so as not to interfere with their working responsibilities. A representative of the Association may accompany and represent the grievant at all steps of the grievance procedure unless the grievant asks that the Association representative not be involved.

SECTION 4. No reprisals of any kind shall be taken by the Board or any member of the administration against any party filing a grievance or any member of the grievance committee or any other participant in the grievance procedure by reason of such participation.

ARTICLE XI
REDUCTION IN STAFF

SECTION 1. If it becomes necessary to reduce the number of full-time employees in a job classification due to abolishment of positions, lack of funds or lack of work, the following procedures shall govern such layoff.

SECTION 2. The number of people affected by reduction in force will be kept to a minimum by not employing replacements in so far as practical or through the use of employees who resign, retire or otherwise vacate a position.

SECTION 3. Whenever it becomes necessary to lay off employees due to reasons stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee within the classification laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education, computed from the date of hire. Authorized leaves of absence do not constitute an interruption in continuous service. In cases of identical seniority, the Administration and the Association shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.

SECTION 4. The following classifications shall be used for the purpose of defining classification seniority in the event of a layoff:

- A. Bus Drivers
- B. Dietary Aides
- C. Secretaries
- D. Transportation Secretary
- E. Bus Aides
- F. Kindergarten/Lunchroom Aides
- G. Inclusion Aides
- H. Clerks/Aides (Certification required)
- I. Custodians
- J. Maintenance and Assistant Maintenance Personnel
- K. Mechanic and Assistant Mechanic(s)

In custodians, maintenance and assistant maintenance personnel, and mechanic and assistant mechanic(s) classifications, employees can only "bump" laterally or downward (no "bump" upward - Previous experience excepted)

SECTION 5. The Board of Education shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classification of layoff, employees on limited contracts shall be laid off before any employee in that classification employed under a continuing contract is laid off.

SECTION 6. Twenty (20) days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place, a list containing the name, seniority dates, classifications of those employees to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:

- a. Reasons for the layoff or reduction

- b. The effective date of the layoff
- c. A statement advising the employee of their rights of reinstatement from the layoff.

NOTE: See Article IV B.8 detailing with CLP/Handicap bus runs.

SECTION 7. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list which names all employees and addresses. Employees shall be placed on the reinstatement list in the reverse order of the layoff. Reinstatement shall be made from this list before any new employees are hired.

SECTION 8. Any vacancies which occur in the classification of layoff shall be offered, within ten (10) calendar days, to employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement list. Employees must respond within ten (10) calendar days to fill a vacancy they have been offered.

SECTION 9. The employee's name and address shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail. The employee is to notify the Treasurer of any change of address.

SECTION 10. Any employee affected by a layoff shall have the right to displace (bump) an employee with less seniority provided:

- a. The affected employee bumps within her/his present classification
- b. The affected employee has accumulated seniority within the district and classification from which he/she is displacing a less senior employee.

NOTE: See Article IV B.8 dealing with CLP/Handicap bus runs.

SECTION 11. Bumping rights shall be exercised on the basis of classification seniority as defined in Section IV.

ARTICLE XII LEAVES

A. SICK LEAVE:

SECTION 1. Each full-time member of the bargaining unit shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-quarter (1-1/4) days per month.

SECTION 2. Sick leave may be used for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employees immediate family. Unused sick leave shall be accumulated without limit. Immediate family shall include: Parent, Parent-in-law, Grandparent, Brother, Sister, Child, Spouse, Brother-in-law, Sister-in-law, Daughter-in-law, Son-in-law, Aunt and Uncle, or any

family member residing in the home of the employee.

SECTION 3. The previously accumulated sick leave of a person who has been separated from public service shall be placed to her/his credit upon her/his re-employment in the public service, provided such re-employment takes place within ten (10) years of the date of the last termination from public service.

SECTION 4. Non-teaching school employees who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as granted like full-time employees.

SECTION 5. If sick leave is taken, the employee shall provide, within three (3) working days of the end of the leave, a signed statement to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the date(s) when he/she was consulted. Falsification of a statement is grounds for suspension and termination.

SECTION 6. NINE (9) MONTH EMPLOYEES: Each employee who completes a grading period without using Sick or Personal Leave days shall be paid a bonus of one hundred dollars (\$100) per grading period. Each employee who completes the school year without using Sick or Personal Leave days shall be paid one hundred dollars (\$100), in addition to the one hundred dollars (\$100) per grading period to a maximum per year of five hundred dollars (\$500)

TWELVE (12) MONTH EMPLOYEES: Each employee who completes the grading period without using Sick or Personal Leave days shall be paid a bonus of one hundred dollars (\$100) per grading period. (A fifth (5th) summer period- starting with the end of the fourth (4th) grading period until the beginning of the first (1st) grading period is added for twelve (12) month employees). Each employee who completes a period without using Sick or Personal Leave days shall be paid one hundred dollars (\$100), in addition to the one hundred dollars (\$100) per grading period to a maximum per year of six hundred dollars (\$600)

AN EMPLOYEE must work the scheduled number of calendar days within the grading period and/or school year to receive the bonus each grading period. The bonus shall be paid in the second pay following the end of each grading period. The one hundred dollar (\$100) additional for completing the year without using Sick or Personal Leave the entire school year shall be paid in the first pay in July for nine (9) month employees and in the second pay in September for twelve (12) month employees.

The language above is to be used for the length of the current contract for reassessment by the administration whether to continue the program after the expiration of this contract. The previous language below shall be held for possible reinstatement in the next agreement.

SECTION 6. Employees not using sick leave and personal leave for an entire school year shall be paid four hundred dollars (\$400.00) in a lump sum on June 30th of said school year. Employees not using sick leave during a school year shall be paid three hundred dollars (\$300.00) in a lump sum on June 30th of said school year. Employees using one (1) day of sick leave for the entire school year shall be paid two hundred dollars (\$200.00) in a lump sum on June 30th of said school year.

B. PERSONAL LEAVE:

SECTION 1. Personal leave shall be limited to three (3) unrestricted days per year and such days are not cumulative from year to year.

SECTION 2. The unrestricted personal leave day shall be defined as: any leave obtained by the employee's simply signing a statement three days in advance, that the nature of the leave is such that it cannot be handled after school hours.

SECTION 3. Only under a most unusual condition may a personal leave day be granted for the day preceding or following holidays or vacations or for the first or last day of the school year.

SECTION 4. A request for a personal leave must be submitted to the employee's supervisor at least three (3) days in advance, but exceptions may be made to this rule in emergency situations. The application must be approved by both the supervisor and the Superintendent. The Superintendent will have the final decision on requests which do not meet the above conditions. Use of such leave shall be limited to one (1) person from each classification per day.

SECTION 5. A person having at least one personal leave day left as of May 1 will receive a \$50 bonus if they use no personal leave the rest of the year. A person having two or more personal days left as of May 1, if they use no personal leave for the rest of the year, will receive a \$50 bonus and be able to carry over one day to the next year. This day will not count toward the next year's attendance incentive. All personal leave after May 1 must have the superintendent's approval.

SECTION 6. Any classified employees may, upon approval of the Superintendent, be granted professional leave time with pay to attend workshops and/or seminars, conferences and job related enrichment activities as directly related to his/her specific job classification. Such leave must be approved five (5) days in advance when possible. Expenses shall be paid at seventy-five percent (75%) or one hundred and fifty dollars (\$150.00), which ever is less.

SECTION 7. Personal leave may be used in whole day or one-half (1/2) day blocks.

NOTE: See ARTICLE XII, Paragraph A, Section 6 above dealing with payment of bonus for non-use of personal and sick leave during a school year.

C. MILITARY LEAVE

An employee shall be entitled to any military leave provided for by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

D. O.A.P.S.E. LEAVE:

The Board agrees to permit two (2) duly elected delegates of OAPSE Chapter #331 a leave of three (3) days with pay, to attend the OAPSE Annual Conference.

E. LEAVE OF ABSENCE:

SECTION 1. Upon written request the Administration may grant an educational or leave of absence for a period of not more than two (2) years for professional purposes, and shall grant such leaves where verified illness or other medical disability is the reason for the request.

SECTION 2. Upon the request of an employee, uninsurable to perform their contractual duties, that employee shall be granted an unpaid leave of absence for a period not to exceed two (2) years.

SECTION 3. Upon return of the employee from a leave, the Administration may terminate the employment of a person hired for the purpose of replacing the returning employee while he/she was on leave.

F. FAMILY AND MEDICAL LEAVE ACT OF 1993

An employee shall be entitled to the mandatory provisions of the FMLA during any twelve (12) month period. Contractual benefits shall be applied toward FMLA entitlements. Seniority shall accumulate and life insurance will be maintained during a FMLA leave. These benefits shall run concurrently.

ARTICLE XIII
LABOR-MANAGEMENT COMMITTEE

The Board of Education and OAPSE Chapter #331 shall establish a Labor-Management Committee.

The parties agree to meet, at most, once per month, and no more than six times per school year. Each party shall be allowed no more than six (6) representatives per meeting. Written requests by the Union for a meeting shall be addressed to the Superintendent or her/his designee. Requests for a meeting made by the Superintendent shall be addressed to the President of the Union. A written agenda identifying the issue(s) to be discussed shall be submitted by the party requesting the meeting not later than seven (7) calendar days from the date of the request. Meetings will be held not later than fourteen (14) calendar days from the request unless, due to conflicting schedules, the parties mutually agree in writing to meet on a later date.

All meetings shall be held at agreed upon times and places and shall not extend beyond one and one-half (1 1/2) hours, unless the parties mutually agree to an extension of time.

The spirit of the discussions shall be one of communication and sharing which may lead to the resolution of a problem, issue, or concern. These meetings shall not be considered "negotiations". The matters discussed shall be considered as being important to the professional relationship between the Employer and the Union.

ARTICLE XIV EVALUATION

The administration will evaluate employees of the bargaining unit a minimum of once annually on a form designed by the administration. The evaluation form shall provide a means to identify job targets in the areas in which an employee has been judged to be deficient. The evaluation form shall also provide a place for the employee to comment upon the evaluation, and the employee shall be given an opportunity to do so.

Evaluations shall be based upon the direct observation and knowledge of the evaluator and any other relevant and trustworthy information regarding the employee's job performance.

If the employee disagrees with the evaluation, the employee, in addition to the comment provided for above, may, within ten (10) calendar days of reviewing the evaluation, provide a written response to the evaluation. Such written response shall be attached to the original evaluation. The employee shall sign a copy of the evaluation form. The signature of the employee shall indicate only that the evaluation form has been read by the employee and discussed with the evaluator.

ARTICLE XV PERSONNEL FILES

Members of the bargaining unit shall be given access to their personnel file, within one (1) working day's notice to the Superintendent, provided the person in charge of the records is in the district. Each member shall be entitled to copies of any material in the file, at the member's expense. Members shall also have the opportunity to respond to any material in her/his file. This response shall remain in the file as long as the responded to material remains in the file.

No material which has the potential to influence termination, retention or promotion shall be placed in the employee's file, unless the employee has had the opportunity to read, initial and date such material.

The employee shall acknowledge having read the material by signing her/his name and the date it was read. The signature indicates only that the employee has read the material, not that he/she is in agreement with its content. If the employee refuses to so acknowledge the material, this fact shall also be noted on the record.

At least once every two (2) years a member of the bargaining unit will have the right to indicate those documents and/or other materials in her/his file which he/she believes to be obsolete or otherwise inappropriate for retention. Such documents will be reviewed by an appropriate member of the administrative staff. If the administrative reviewer agrees, the item will be destroyed. The decision of the administrator shall be final.

ARTICLE XVI
HANDBOOK PROVISIONS

The James A. Garfield Board of Education will seek input from OAPSE Chapter #331 in developing handbooks which govern the day to day operations of the school as they apply to the respective responsibilities of the members of the bargaining unit.

ARTICLE XVII
CALAMITY DAYS

SECTION 1. All full-time classified employees shall be paid their appropriate rate of pay for all or part of a day when schools in which they work close owing to an epidemic or other public calamity.

SECTION 2. Employees are paid their salary for the day because of the calamity day closing of the building. Employees that work that day will also receive their regular per hour rate for all hours worked during their regularly scheduled work time.

An employee will not be charged for a personal day, vacation day, or sick day if the day falls on a calamity day.

ARTICLE XVIII
SEVERANCE PAY

Upon regular retirement, all classified employees shall be paid for all accumulated and unused sick leave based on the following schedule:

Thirty-percent (30%) of accumulated sick leave not to exceed seventy-five (75) days total.

Payment shall be calculated based upon the employee's daily earnings as of her/his last date of employment.

ARTICLE XIX
LUNCH BREAK

All personnel assigned to work a regular eight (8) hours shift daily shall be given a paid half-hour lunch break within the shift.

ARTICLE XX
VACATIONS

All employees working a minimum of eleven (11) months (260 day contract) each year shall be granted paid vacation leave annually based upon the following schedule:

Completed Years of Service	Vacation Time
1	2 weeks
8	3 weeks
14	4 weeks

Employees eligible for vacation may schedule such time off at any time during the year, subject to approval of the immediate supervisor.

ARTICLE XXI
OVERTIME AND ADDITIONAL TIME

Section A. Holiday and Calamity pay will be considered as time worked when computing hours worked for extra hours pay.

Section B. The Board reserves the right to schedule substitutes and/or extra hours on an as needed basis. If the Board decides to offer extra hours rather than use substitutes, then the following shall apply:

1. Extra hours shall first be offered to qualified employees in the same department and building.
2. Extra hours shall then be offered to all qualified employees in the department of the basis of seniority within the department.
3. Extra hours shall be offered in rotation among the eligible employees.
4. All employees must be on active duty pay status for forty (40) consecutive hours (including approved holiday and calamity pay) before they can be paid time and one-half (1-1/2) for any extra hours.
5. The necessity and amount of all extra hours shall have prior authorization from the supervisor.
6. Equalization of extra hours for short hour food handlers: All employees shall start each school year with zero (0) hours and the list shall begin with the most senior employee. Extra hours shall be equalized in increments of forty (40) hours.
7. Should an employee go off the list during the school year, they shall begin with the average hours of the list. Employees refusing extra hours shall be charged as if the employee has worked the extra hours offered.

ARTICLE XXII
BARGAINING UNIT RESPONSIBILITIES

No bargaining unit member shall be responsible for evaluating other members of the bargaining unit.

ARTICLE XXIII
ERRORS IN COMPENSATION

Any errors which occur in the pay of bargaining unit members shall be corrected in the next regular pay.

ARTICLE XXIV
DISCIPLINE

All employees of the James A. Garfield Local School District shall be afforded their rights to due process of law in all disciplinary proceedings. Employees shall be entitled to Union representation at any disciplinary hearing. Discipline which involves loss of pay, suspension, or termination is subject to the grievance procedure. If, however, the matter is grieved it may not be otherwise litigated in the courts, by either party.

ARTICLE XXV
LONGEVITY PAY

Longevity pay in the sum of Five Hundred Dollars (\$500.00) shall be paid by separate check in one lump sum payment at the end of an employee's fourteenth year and each successive year thereafter through the eighteenth year. Said longevity pay shall accompany the employee's last pay received each school year. At the end of an employee's nineteenth year of employment and each successive year thereafter, the employee shall receive the sum of One Thousand Dollars (\$1,000.00) paid by separate check in one lump sum payment and said longevity pay shall be received by the employee along with his last pay each school year of employment. At the end of an employee's twenty-fourth year of employment and each successive year thereafter, the employee shall receive the sum of one thousand five hundred dollars (\$1,500.00) paid by separate check in one lump sum payment and said longevity pay shall be received by the employee along with his last pay each school year of employment. Twelve month employees shall receive six hundred dollars (\$600.00) at the fourteenth year, twelve hundred dollars (\$1200.00) at the nineteenth year and eighteen hundred dollars (\$1800.00) at the twenty-fourth year. The bargaining member must complete their contract year in order to receive the longevity bonus, those who separate due to retirement shall be paid applicable longevity in their final contract payment.

ARTICLE XXVI
SALARY AND WAGE SCALE

Within the scheduled work time, drivers should be engaged with fueling, cleaning, organizing and caring for their assigned bus when not driving and/or directly supervising students.

Section 1. Using existing wage schedules, employees shall receive \$.35 per hour stipend in 2012/2013, to be paid in the first pay of September 2012 and will be based upon the hours that each employee is contracted to work for the 2012/2013 school year, 2013/2014 0%; 2014/2015- the parties may reopen for salary, insurance and two issues for each the Board and OAPSE #331. The salary and wage scale is more fully set forth on the chart attached hereto and incorporated herein as Appendix C.

SECTION 2. Attendance clerk with responsibility for calling substitutes (at the elementary school) shall work eight (8) hours per day, to include one (1) hour sub-calling. This attendance clerk shall maintain her current work day at the elementary school; the additional hour shall be for calling

from her residence.

SECTION 3. The Board shall make electronic deposit of paychecks available to all members of the bargaining unit, subject to terms determined by the district's Treasurer.

ARTICLE XXVII
DRUG TESTING

The parties agree that both parties are obligated to follow the Federal Omnibus Transportation Employee Testing Act of 1991 and the regulations of the Federal Department of Transportation.

ARTICLE XXVIII
RETIREMENT INCENTIVE PLAN

A. The summary statement of the Retirement Incentive Plan is as follows:
Employees who qualify for the Retirement Incentive Plan are eligible to receive one third (1/3) of their last years pay as a cash bonus. This bonus will be paid in addition to other retirement benefits such as cash payments for unused Sick Leave pay (severance pay).

1. The employee must be eligible for retirement and retire by July 1 of each year.
2. The employee must have ten (10) or more full years of continuous Garfield District full-time service since his/her most recent date of employment or reemployment, and must be in an active state of employment at the time of retirement.
3. The employee must submit a request to be included in this Plan by April 1 prior to the date of retirement. The appropriate request forms will be located in the Superintendent's office.
4.
 - a. The Retirement Incentive Plan will be extended to those eligible by SERS standards employees requesting the Plan. The amount of the Incentive Plan is one third (1/3) of their last year's pay.
 - b. An employee who elects not to retire by July 1, of the year in which the employee achieved thirty (30) years' service credit for retirement purposes shall thereafter be ineligible for the Retirement Incentive Plan bonus. When the employee achieves twenty-five (25) years' service credit at age 55, or ten (10) years service credit at age 60 for retirement purposes may apply for the Retirement Incentive Plan bonus at the employees option.
 - c. An employee with thirty (30) or more years of service on the effective date of this Master Agreement who elects not to retire by July 1, 1998, shall thereafter be ineligible for the Retirement Incentive Plan bonus.
5. The provisions of this Retirement Incentive Plan do not apply to:

- a. Disability retirement.
 - b. Termination or suspension.
 - c. Nonrenewals, RIF, or layoff.
 - d. Those who fail to submit a timely application.
 - e. Persons who are currently retired and receiving retirement benefits from STRS, SERS, and PERS.
 - f. Substitute personnel.
6. The Retirement Incentive Plan is entirely voluntary on the part of the employee. Anyone may take a regular service retirement at such time as he/she is eligible. The qualifications listed above apply only to those persons who wish to couple their retirement with the cash bonus.
 7. The cash bonus shall be paid by January 31 of the year following retirement.

ARTICLE XXIX
DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2012 and shall remain in full force and effect until June 30, 2015.

Should any provision of this Agreement be found contrary to law, such provision shall be stricken and the law shall apply. All other provisions shall remain in full force and effect for the duration of the Agreement.

ARTICLE XXX
CAFETERIA PRICING

Bargaining unit members shall pay the set price for any food or beverage they receive from the school cafeteria.

ARTICLE XXXI
HOME BUILDING

Prior to September 1st of each year, any employee who works in more than one building per classification/department will be assigned a "home building".

The home building shall be the site the employee is scheduled to work the greatest number of hours.

The term "home building" does not apply to Food Service employees. All additional hours (overtime) will be offered to the Food Service employees prior to scheduling substitutes, as long as the overtime does not interfere with the food service employee's regular hours.

ARTICLE XXXII
RETIRE/REHIRE PROGRAM

- A. As part of a trial program applicable during the term of this agreement only, unless renegotiated into a successor agreement, the Board is authorized to fill any classified vacancy with an employee previously retired from the James A. Garfield Local Schools.
- B. For purposes of salary schedule placement, a previously retired employee, hereinafter "James A. Garfield Support Staff Retiree (JAGSSR)" will be placed on the salary grid at Step 1 upon rehire and may advance on the salary schedule from year to year, if rehired. The parties fully intend that this provision will supersede and take precedence over any and all inconsistent or contrary state or federal statutes, laws, and regulations including but not limited to Section 3319 of the Ohio Revised Code.
- C. JAGSSRs will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations will be required.
- D. JAGSSR's who are eligible for service retirement and who provide written notice of retirement by January 15 of year of service retirement shall, upon request, may be hired by the Board under a one (1) year limited contract. The Board will provide notification of rehire by the regular February board meeting. Such contract will otherwise be subject to the provisions of this Article and will expire without notice of non-renewal at the end of the one (1) year period. No performance evaluations shall be required. JAGSSR's who fail to provide notice of retirement by January 15, but who subsequently retire and seek re-employment with the Board will be treated as any other applicant for the purposes of post-retirement employment.
- E. After expiration of the initial contract, JAGSSR's may be re-employed from year to year under limitations described in this Article, with Board approval, but shall not be eligible for continuing contract status.
- F. For purposes of Article XI, Reduction in Force, JAGSSR's will not accrue seniority.
- G. JAGSSR's shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
- H. JAGSSR's shall not be eligible to participate in the District's hospitalization, prescription, dental, or other health insurance programs offered to employees unless such retired employee is ineligible for health insurance through SERS for reasons other than as limited by the member's total years of public service. In the event a JAGSSR cannot obtain health insurance through SERS, he/she may purchase the District's health, prescription and dental insurance plan(s) by submitting the full cost of such coverage to the Treasurer on a monthly basis or authorizing payroll deduction.

- I. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her pre-retirement individual contract of employment in order to be considered for additional employment.
- J. JAGSSR's shall be entitled to all other contract benefits available to bargaining units unless otherwise limited by specific provisions of this Article.
- K. The parties specifically agree that these provisions supersede and take precedence over any and all inconsistent or contrary state or federal statutes, laws, and regulations including but not limited to Section 3319 of the Ohio Revised Code and provisions of this negotiated agreement not specifically reference herein.

ARTICLE XXXIII
Licensure/Certification

Classified employees who have earned a certificate or a degree, diploma, certification and/or licensure related to their job position may qualify for a stipend of \$100/\$300/\$500 per year to a maximum of \$2,500* per employee per year. (The maximum of \$2,500 per employee is subject to review at the initial committee meeting.)

In order to qualify for this additional stipend, the following criteria must be met:

- Certificate / degree, diploma, certification and/or license must be specific to current job.
- Receipt of certificate / degree, diploma, certification and/or license must be from a recognized state or national level trade or professional institution.
- Knowledge/skill outcomes from the certificate / degree, diploma, certification and/or license must be designed to improve knowledge/skills that are beyond current job description requirements.
- Requirements for the certificate / degree, diploma, certification and/or license must be completed primarily on the employee's own time.

Any full time classified employee who meets the established criteria may request the stipend pay by completing and submitting the application (APPENDIX B). Applications will be reviewed by the certification team, consisting of the Superintendent, Treasurer, and Classified Supervisor, who will make a determination as to eligibility for a stipend.

LEVEL I - \$100 STIPEND

A certificate from an Adult/Continuing Education program, which requires 50 or more seat hours of instruction, will be considered for a \$100 stipend. All classes must be on the same topic and apply to the employee's job field. The employee must complete the entire course schedule for the program, subject to committee review.

LEVEL II - \$300 STIPEND

A certificate from an Adult/Continuing Education program, which requires 100 or more seat hours of instruction, will be considered for a \$300 stipend. All classes must be on the same topic and apply to the employee's job field. The employee must complete the entire course schedule for the program, subject to committee review.

LEVEL III- \$500 STIPEND

In order to be approved for certification/licensure pay at the \$500 level, employees must have a degree, diploma, license or certification from the State of Ohio or a recognized state or national level trade or professional institution.

Applications will be reviewed on a semi-annual basis by the certification team. Deadlines for applying for certification/licensure pay are the first working day of January and September. Applications should be submitted to the Treasurer and must be received by the end of the working day deadline. Applications received after the deadline will be reviewed for the following period.

Stipends will be paid with regular wages in the first pay in February for those meeting the January deadline and the first pay in October for those meeting the September deadline.

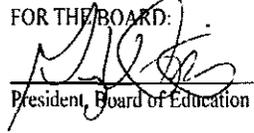
If the certification or license is one that expires, it is the employee's responsibility to submit documentation of renewal to the Treasurer. Failure to submit this documentation of renewal at the time of expiration will result in the loss of the certification/licensure stipend.

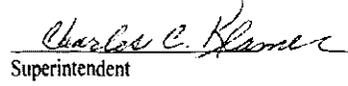
SIGNATURES

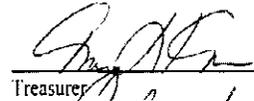
This Agreement was accepted by O.A.P.S.E. Chapter #331 at its meeting of June 19, 2012.

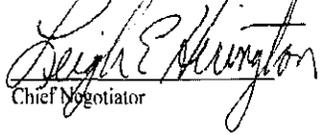
This Agreement was accepted by the James A. Garfield Board of Education at its meeting of June 20, 2012.

FOR THE BOARD:


President, Board of Education

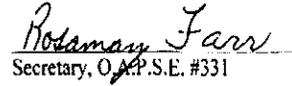

Superintendent


Treasurer


Chief Negotiator

FOR O.A.P.S.E. CHAPTER #331:


President, O.A.P.S.E. #331


Secretary, O.A.P.S.E. #331


Chairman, O.A.P.S.E. #331


Chief Negotiator

APPENDIX A

GARFIELD LOCAL SCHOOLS

SUMMARY OF SCHEDULE OF BENEFITS

Following is a summary of benefits covered under this Plan. All benefits are subject to medical necessity unless otherwise stated herein.

All out of area claims and referrals are to be treated as in Network claims.

COMPREHENSIVE MAJOR MEDICAL BENEFITS

Unless otherwise stated, all benefits are subject to the following deductible, co-pay and maximum amounts:

1. Lifetime Maximum Benefits for
Eligible Expenses.....\$2,000,000 per covered person

2. Deductible (calendar year)
In-Network:
per person.....\$100
per family.....\$200
Out-of-Network
per person.....\$200
per family.....\$400

3. Percentage for all Care and Treatment:
In-Network.....90% of the first \$4,000
Out-of-Network.....80% of the first \$4,000

4. Individual Out-of-Pocket Maximum per
year including deductible:
In-Network:
per person.....\$500
per family.....\$1,000
Out-of-Network:
per person.....\$900
per family.....\$1,800

5. Maximum Daily Service Charge.....Semi-Private Room Charge of Confining
Hospital

6. Special Care Units (ICU & CCU).....R&C, subject to deductible and coinsurance

7. Ancillary Services Maximum.....R&C, subject to deductible and coinsurance

8. In-Hospital Physician Visits.....R&C, subject to deductible and coinsurance
9. Diagnostic, X-Ray & Lab-
 In & Out Patient.....R&C, subject to deductible and coinsurance
 Pap Smear or Prostate Test.....100% of R&C, limited to 1 per calendar year
10. Routine Mammogram.....100% of R&C, limited to \$100 per calendar year
11. Surgical Services.....R&C, subject to deductible and coinsurance
12. Anesthesia.....R&C, subject to deductible and coinsurance
13. Inpatient Therapy Services.....R&C, subject to deductible and coinsurance
14. Occupational Therapy.....R&C, subject to deductible and coinsurance
15. Home Health Care Services.....R&C, subject to deductible and coinsurance
 Calendar Year Maximum.....100 visits
16. Hospice Care.....80% R&C limited to 6 months of coverage
17. Pregnancy Services.....treated as any other illness
18. Routine Nursery Care.....R&C, subject to deductible and coinsurance
19. Newborn Exam-first inpatient
 visit only.....R&C, subject to deductible and coinsurance
20. Pre-Admission Testing.....100% R&C
21. Voluntary Second or Third Surgical Opinion.....100% R&C
22. Emergency Room Treatment
 Accident.....100% R&C to a limit of \$300 (care received within 90 days as
 long as initial treatment is received within 72 hours of accident)
23. Illness.....R&C, subject to deductible and coinsurance
24. Mental, Nervous Disorders &
 Substance Abuse.....R&C, subject to deductible and coinsurance
 Inpatient Maximum (Annual).....\$50,000.00
 *Outpatient Calendar Year Maximum.....\$5,000.00
 *Must complete program to be eligible for payment
25. Rehabilitation Facility Services.....80% R&C up to 365 days of coverage

- * maintenance therapy.
- * dialysis treatment.
- * purchase or rental of dialysis equipment.
- * food or home delivered meals.
- * training.

HOSPICE BENEFITS-Benefits will be payable if an eligible individual has covered charge for services and supplies furnished directly by a hospice. Hospice benefits will be payable to a maximum of 6 months of treatment. Covered Charges include:

1. Room and Board for confinement in a hospice
2. Services and supplies furnished by the hospice while the patient is confined therein.
3. Part-time nursing care by or under the supervision of a registered nurse.
4. Home health aide services.
5. Nutrition services.
6. Special meals.
7. Counseling services by a licensed social worker or pastoral counselor.
8. Bereavement counseling by a licensed social worker or licensed pastoral counselor for patient's immediate family as follows:
 - a. the benefit percentage will be 90% up to a maximum of \$1,000.00 for such services; and
 - b. such services will only be covered during the six month period following the patient's death.

Limitations: Hospice Benefits will only be paid if the eligible individual's attending physician certifies that:

1. The eligible individual is terminally ill; and
2. The eligible individual is expected to die within 6 months or less.
3. Any covered charge paid under hospice benefits will not be considered a covered charge under any other benefit in this program.

"Patient's immediate family" is the patient's spouse and children eligible under this program.

APPENDIX C

5.35 per hour stipend in 2012/2013, to be paid in the first pay of September 2012 and will be based upon the hours that each employee is contracted to work for the 2012/2013 school year, 2013/2014 0%; 2014/2015- the parties may reopen for salary, insurance and two issues for each the Board and OAPSE #331

Classified Salary Schedule	Head Custodian	Regular Custodian	Bus Aide	Bus Driver	Trans. Secretary	Head Dietary Aide	Dietary Aide	Clerk	Secretary	Kids/Lunchroom Aide	Asst. Maint/Mechanic	Maintenance	Mechanic	Inclusion Aide
1	14.37	14.18	12.36	14.60	15.71	14.13	13.22	13.29	13.91	11.74	15.53	16.47	17.82	11.74
2	14.57	14.34	12.56	14.98	15.87	14.29	13.40	13.46	14.10	11.93	15.74	16.69	18.07	11.93
3	14.72	14.52	12.71	15.32	16.04	14.48	13.57	13.60	14.29	12.09	15.95	16.87	18.29	12.09
4	14.90	14.67	12.87	15.71	16.20	14.63	13.74	13.81	14.47	12.28	16.15	17.09	18.55	12.28
5	15.07	14.87	13.07	16.08	16.36	14.80	13.91	13.94	14.66	12.44	16.35	17.29	18.79	12.44
6	15.26	15.02	13.22	16.45	16.48	14.96	14.06	14.14	14.87	12.63	16.54	17.49	19.02	12.63
7	15.47	15.16	13.43	16.82	16.68	15.11	14.25	14.29	15.05	12.79	16.81	17.74	19.31	12.83
8	15.70	15.32	13.59	17.19	16.82	15.27	14.47	14.45	15.24	12.97	17.06	18.00	19.59	13.07
9	15.87	15.49	13.79	17.56	16.98	15.44	14.67	14.62	15.42	13.14	17.31	18.24	19.89	13.28
10	16.13	15.68	13.94	17.95	17.14	15.60	14.89	14.75	15.61	13.33	17.56	18.49	20.16	13.49
11	16.33	15.82	14.13	18.29	17.29	15.75	15.08	14.96	15.79	13.48	17.80	18.75	20.45	13.73
12	16.56	16.01	14.29	18.75	17.45	15.92	15.30	15.10	15.98	13.66	18.06	18.99	20.74	13.93
13	16.73	16.16	14.58	19.02	17.58	16.19	15.63	15.29	16.13	13.84	18.30	19.24	21.02	14.16
14	16.88	16.30	14.68	19.22	17.72	16.31	15.77	15.40	16.25	13.95	18.48	19.40	21.20	14.33
LONGEVITY														
End of:														
14	600	600	500	500	500	500	500	500	500	500	600	600	600	600
19	1200	1200	1000	1000	1000	1000	1000	1000	1000	1000	1200	1200	1200	1200
24	1800	1800	1500	1500	1500	1500	1500	1500	1500	1500	1800	1800	1800	1800
HOURS	8	8/6/3	5	5	8	8	5/3.5	7/4	8	3.5	8/5	8	8	6
DAYS	260	260 186	186	189	213	198	188	203 186	198	186	260	260	260	186
SHUTTLES	\$5.00								208					