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STATE EMPLOYMENT  
RELATIONS BOARD

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# ***NEGOTIATED AGREEMENT***

between

***The Eastern Local School District  
Board of Education***

and

***The Eastern Local School Support  
Personnel Association/OEA/NEA***

In effect

**July 1, 2013**

through

**June 30, 2016**

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# Article 1

## Recognition and Negotiation Procedure

### 1.01 Recognition

For the duration of this Agreement, the Board of Education of the Eastern Local School District recognizes the Eastern Local School Support Personnel Association, affiliated with the Ohio Education Association and the National Education Association, as the exclusive collective bargaining representative of members of the bargaining unit which shall consist of regular full time and regular part time non-certificated employees including custodians, bus drivers, maintenance personnel, food service personnel, teachers' aides, and school secretaries; and which shall not include all certificated employees and non-certificated substitutes, all student, seasonal, and casual employees as determined by SERB, all supervisory confidential and management-level employees, the treasurer, and the assistant to the treasurer and the secretary to the Superintendent.

### 1.02 Management Rights

This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding matters related to terms and conditions of employment for members of the bargaining unit. The Board reserves, except as specifically modified by this Agreement, and as provided for under Section 4117.08 of the Ohio Revised Code, all rights set forth in Section 4117.08(C) of the Ohio Revised Code.

### 1.03 Procedures for Conducting Negotiations

- A. Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures that supersede the procedures listed in Section 4117.14(C)(2)(6) and any other procedures to the contrary.
- B. Negotiating Teams—The Board, or designated representative(s) of the Board, will meet with the representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between said teams. The parties may call upon professional or lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them.

- C. Submission of Issues—Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. Such request shall not be made before 120 days prior to the expiration of this contract. The Association and the Board at their first meeting shall submit all proposals for discussion in writing. No additional proposals shall be submitted by either party unless mutually agreed by the parties. All necessary and subsequent meetings shall be called at times mutually agreed by the parties.
- D. Negotiations Procedures—Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described in Paragraph A above, such additional meetings shall be held as the parties may require, to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours unless mutually agreed upon and shall be held at a time other than the regular school day.
- E. Caucus—Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.
- F. Exchange of Information—Prior to and during the period of negotiations, the Board and the Association agree to provide each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.
- G. Progress Reports—The parties shall be permitted to distribute news releases either during or at the conclusion of negotiations, provided a copy of the release is given to the other party prior to distribution.
- H. Reaching Agreement—As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. Either party at its discretion may group two or more issues and treat them as a single issue. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. Following approval by the Association and by the Board, the agreement shall become a contract between the

parties for the term stated therein. The Association agrees to abide by the terms of the agreement and to take the necessary action to advise its members of the terms of the agreement.

- I. Resolving Differences—In the event an agreement is not reached through negotiations after full consideration of proposals and counterproposals, either party may declare impasse. If impasse is declared, the parties shall request the services of the Federal Mediation and Conciliation Service. Mediation shall conclude not later than twenty (20) days after impasse has been declared unless the parties mutually agree, in writing, to extend the mediation period.

## Article 2 Association Rights

- 2.01 Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal work schedules and instructional programs in keeping with provisions of building policy and the Ohio Revised Code. Meetings involving other Associations or ten (10) or more invited guests must have prior permission from the Board.
- 2.02 The Association shall have the right to use school facilities and equipment.
- 2.03 The Board shall assign space on building bulletin boards in every school building for bargaining unit use. The Association shall have the right to post notices of its activities and matters of Association concern on such bulletin boards.
- 2.04 The Association may use the internal mail system of the school and place Association communications in the mailboxes provided each employee in the system. The Association will be provided access to the District's electronic communication system and may use the system to communicate with the bargaining unit so long as such use does not interfere with the operation of the District.
- 2.05 Upon written request, the local superintendent shall present to the president of the Association or his/her building representative designee, a true copy of each of the following documents, barring unforeseen circumstances, within a reasonable period of time after being approved or received by the Board and/or Treasurer. The Association shall assume the cost as prescribed by Section 149.43 of the Ohio Revised Code.
  - A. Each year's temporary and permanent appropriations resolution.

- B. Each new amended certificate of estimated resources.
- C. Each year's Tax Budget.
- D. Monthly Financial Reports.

2.06 The Association shall be given each month's official Board of Education minutes, following approval of such minutes, and copies of all minutes of all special Board of Education meetings.

## Article 3 Grievance Procedure

### 3.01 Definitions

- A. A "grievance" is a claim that there has been an alleged violation, misinterpretation, or misapplication of this agreement.
- B. A "grievant" is the bargaining unit member or the Association making the claim.
- C. "Days" shall mean school days. During the summer recess between school years, a "day" shall mean Monday through Friday, excluding legal holidays.

### 3.02 Purpose

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances, which may arise. Both parties agree that these proceedings will be kept confidential.
- B. Any grievant may be represented at all formal stages of the grievance procedure by himself or by the Association or its affiliates. An employee may present grievances and have them adjusted without intervention of the Association as long as the adjustment is consistent with the Agreement and the Association is invited in writing to attend grievance meetings where an adjustment may occur.

### 3.03 Time Limits

- A. The number of days indicated at each step in the procedure shall be the maximum.

- B. If the grievant does not present a grievance within fifteen (15) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- C. If the decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- D. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

### 3.04 Procedure

#### A. Informal Procedure

A grievance shall first be presented informally to the principal or immediate supervisor within the time limits set forth in Article 3.03(B).

#### B. Level One

If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a completed Level One Grievance Report Form within twenty-five (25) days of the act or occurrence on which the grievance is based.

The principal or immediate supervisor will meet with the grievant within five (5) days following the submission of the completed Level One Grievance Report Form.

The principal or immediate supervisor will render his/her decision to the grievant in writing within five (5) days after meeting with the grievant.

#### C. Level Two

In the event the grievance is not satisfactorily resolved at Level One, the grievant shall obtain and complete a Level Two Grievance Report Form and forward the form to the Superintendent within five (5) days of receipt of the decision of the principal.

The Superintendent will meet with the grievant within five (5) days of the filing of the Level Two Form.

The Superintendent will render a decision to the grievant in writing within five (5) days after meeting with the grievant.

D. Level Three

In the event a grievance is not satisfactorily resolved at Level Two, the grievant may file with the Superintendent for transmission to the Board of Education, a Level Three Grievance Form setting forth the nature of the grievance and the basis for appeal from the decision of the Superintendent.

Application to the Board must be made within five (5) days of the date that the Superintendent rendered his/her decision.

The Board shall grant the grievant a hearing, within fifteen (15) days. The Board shall render its decision within fifteen (15) calendar days after the conclusion of the hearing.

E. Level Four

In the event a grievance is not satisfactorily resolved at Level Three, the grievant may, within five (5) days of receipt of the written response, make a written request to the Board and the Administration that the grievance be submitted to arbitration. The Association shall determine if a grievance shall be processed to arbitration. The Association shall notify the Board within ten (10) days of the written response from Level 3 that there is a demand for arbitration. The arbitrator shall be selected using the alternate strike method from a list of seven (7) persons in accordance with the Voluntary Rules and Regulations of the American Arbitration Association. The arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. The arbitrator's decision shall be in writing a copy shall be sent to all parties present at the hearing. The decision of the arbitrator shall be binding upon the Board, the Association, and the grievant.

The arbitrator shall not have the authority to add to, subtract from, or alter any of the provisions of this agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to arbitration.

The arbitrator's ruling shall not be contrary to law. Except with respect to the specific terms of this agreement, she/he shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties,

and responsibilities of the Board under its policies, applicable law and rules and regulations having the force and effect of law.

The cost of arbitration shall be shared equally by the parties.

### 3.05 Rights of Staff Members to Representation

- A. No reprisals of any kind will be taken by either party or by any member of the administration against any grievant, any member of the PR & R Committee, or any other participant in the grievance procedure by reason of such participation.
- B. Where the immediate supervisor and the Superintendent are the same person, that after completion of the informal step, a formal grievance may be filed at Step Two.
- C. If, in the judgement of the Grievance Committee, a grievance affects a group or class of staff persons, the Committee may submit such a grievance in writing directly and the processing of such grievance will be commenced at Step Two.
- D. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this article, except as may be necessary to effect the disposition of the grievance. Records of the grievance proceedings shall be confidential information. The Treasurer of the Board shall keep official records of grievances in a confidential separate file. Access shall be made only by mutual consent of the Superintendent and the President of the Association, or by court order.
- E. The grievance procedure shall be the exclusive method for resolving disputes concerning any alleged violation, misinterpretation or misapplication of the agreement. However, nothing herein shall abridge a staff person's right to pursue a legal or other remedy concerning a complaint other than a grievance.
- F. In the course of investigation of any grievance, the investigating committee will report to the Principal of the building being visited immediately upon arrival.
- G. The investigation and processing of grievances shall not interfere with the performance of Staff members' normal duties, unless the parties involved agree otherwise.

## Article 4 Leaves of Absence

### 4.01 Professional Leave

- A.
1. Bargaining unit members shall be granted professional leave with pay for attendance at meetings or conferences of a professional nature or visitation that, in the opinion of the first line supervisor and superintendent, can be beneficial in improving said staff person's professional abilities.
  2. Staff granted such leave shall be provided substitutes in accordance with the Board approved policy.
  3. A staff person requesting such leave shall submit a Professional Leave Request Form to the first line supervisor, barring unforeseen circumstances, at least ten (10) days in advance of such leave which shall include the date(s) leave is requested and the place and function for which the leave shall be used. No leave shall be granted without the prior approval of the first line supervisor and the superintendent.
  4. A staff person granted such leave shall have all necessary and actual expenses of such leave paid for by the Board to a maximum of ninety dollars (\$90.00). Receipts shall accompany requests for reimbursements. Mileage reimbursement shall be at the IRS rate in effect July 1<sup>st</sup> for travel to and from such leave location.
  5. "Necessary and actual expenses" shall not include the costs of employing substitute staff personnel.
  6. Notices of state-sponsored workshops/meetings that would qualify as reason for attendance under this section shall be distributed to the bargaining unit as soon as possible after the district receives notice of said workshops and meetings.
- B. Up to three (3) bargaining unit members who are elected or appointed to governing bodies or committees of the Southeastern Ohio Education Association, Ohio Education Association, or National Education Association, shall be granted up to two (2) days paid leave each to attend meetings of such bodies. The application procedure in Article 4.01(A)(3) shall be followed in requesting leave under this Section.

#### 4.02 Sick Leave

- A. The maximum accumulation shall be two hundred thirty (230) days.
- B. Any bargaining unit member transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave, upon certification of such accumulation from the proper public agency pursuant to Section 3319.141 of the Ohio Revised Code.
- C. A bargaining unit member has the right to use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or children, and absence due to death or illness in the immediate family. An employee must first exhaust bereavement leave and then personal leave before using sick leave for the death of an immediate family member. For the purpose of this section, "immediate family" shall include spouses, children, siblings, parents, grandchildren, grandparents, as well as children-in-law, siblings-in-law, parents-in-law, grandparents-in-law, and step children (in-law), step siblings (in-law), step parents (in-law), and step grandparents (in-law).
- D. Sick Leave Donation Program

The Sick Leave Donation Program is designed to assist bargaining unit members who do not have adequate sick leave as provided under Section A of this article.

The program shall be supported by a pool of donated sick leave and unused personal days. Personal days that cannot be converted to sick days and sick days that cannot be accrued due to maximum limitations will go into the sick leave pool. Any Employee at any time can donate to the pool.

The Program shall be administered by a committee made up of the Association President and Vice President, the Superintendent and the Program Director. Employees must request donation to the Committee in writing. Five (5) Sick days will be issued by the committee from the pool pursuant to a valid request which is approved by the Committee.

To be eligible, an employee must have used all available sick leave, personal days and vacation days.

Upon receipt by the Committee of a qualifying request for donation and approval by the Committee, a notice informing the requesting employee that the request has been approved shall then be issued to the employee by the Association President.

Sick leave transferred under this provision may be used for the same purposes as earned sick leave, except that no transferred sick leave may be used for the purpose of receiving or increasing severance pay.

- E. Three (3) hours of work constitutes one half (1/2) day of service with respect to sick leave.

#### 4.03 Personal Leave

- A. Each bargaining unit member shall be entitled to three (3) days of absences, with pay, each school year due to personal reasons, which days shall not be deducted from sick leave. Additional days, with or without pay, may be granted upon approval by the first line supervisor and superintendent. If possible, a bargaining unit member will give his/her principal or supervisor seventy-two (72) hours advance notice of his/her intention to take such leave.

- B. The following emergency situations and obligations constitute allowable reasons for use of such leave:

- 1. Emergencies

- (a) Accidents in the immediate family or affecting family property;
    - (b) Court appearances;
    - (c) Travel conditions which make it impossible to report to work;
    - (d) Personal business (obligation or emergency over which the member has no control and requires immediate attention)

- 2. Obligations

- (a) Observances of religious holidays;
    - (b) Attendance at graduation exercises beyond high school involving a bargaining unit member or a member of his/her immediate family;
    - (c) Physical examination for induction for military service;

- (d) Accompanying a member of the immediate family to a terminal upon departing for service outside the continental United States, or meeting a member of the immediate family returning from service;
- (e) Attending a wedding involving the bargaining unit member or a member of his/her immediate family;
- (f) Attendance at ceremonies where the bargaining unit member or member of his/her immediate family is receiving an award of major significance;
- (g) Appearance with civic, musical, or drama groups on a non-paid basis;
- (h) Funeral of a relative or close friend (other than immediate family)
- (i) Absence due to the death of an immediate family member provided that the bargaining unit member has first exhausted the four (4) days of annually granted leave for this purpose.

3. Absence caused by unusual and/or abnormal circumstances that in the judgement of the Local Superintendent justify the use of personal leave.

C. When a bargaining unit member is absent for personal reasons, a report of such absence, signed by the employee and his principal or supervisor shall be filed with any office secretary within three (3) working days following the last day of absence. Such report shall contain a certification by the employee that his/her absence was not for one of the reasons proscribed below. The filing of a false statement by an employee shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable and in accordance with Section 5.05. The following are examples of reasons which do not constitute valid grounds for the use of emergency personal leave:

- 1. Gainful employment;
- 2. Making application for employment elsewhere;
- 3. Extension of sick leave;
- 4. Recreational purposes;
- 5. Moving from one home to another;
- 6. Purchasing an automobile, major electrical appliance, etc.;
- 7. Accompanying a husband or wife on a business trip;
- 8. Attending a fraternal function.

- D. One (1) day per year of the three (3) days may be taken for any purpose not listed in Section 4.03(B) above. The one (1) day of personal leave herein may not be taken the day before or after a holiday or vacation recess. This restriction does not apply to personal leave taken in accordance with Section 4.03(A)-(C) above.
- E. No more than ten percent (10%) of the bargaining unit may take a day of personal leave under this section in any school day.
- F. The employee requesting personal leave under Section 4.03(B) need only state "Personal Business" as the reason on the personal leave form.
- G. At the conclusion of each school year, any unused personal leave days shall be converted to sick leave days.

#### 4.04 Extended Term Unpaid Leave

Upon written request, the Board may grant a leave of absence for a period of not more than two consecutive school years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request in accordance with Section 3319.13 of the Ohio Revised Code. Upon return from such leave, the employee shall resume the contract status s/he held prior to such leave.

#### 4.05 Family and Medical Leave

- A. After one year of employment, all employees may use unpaid family/medical leave for the purposes set forth in the Federal Family and Medical Leave Act of 1993.
- B. An employee desiring to use family/medical leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave. The employee's notice to the Superintendent that he or she will use family leave or medical leave must specify that "Family Leave" or "Medical Leave" will be the type of leave taken.
- C. During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for an employee on the active payroll to continue participation in life, dental, and health insurance. The employee must pay the portion of the premium for any of such insurance to the Treasurer by the first day of the month in which the employee desires to have the insurance

coverage continued. If the employee does not pay his or her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain coverage.

- D. Instead of taking family leave/medical leave, an employee may opt to take other forms of leave under this contract if eligible for the particular type of leave. However, an employee is not eligible to take unpaid leave if, during the preceding twelve (12) months, the employee has taken family leave or medical leave, unless the Board approves such unpaid leave at its sole discretion.
- E. Upon return to service, the employee shall resume the same contract status that s/he had prior to the leave.

#### 4.06 Assault Leave

- 1. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative.
- 2. Time lost by an employee in connection with an incident mentioned in this Article shall not be charged against the employee.
- 3. The Board may, at its discretion, require the employee to see a doctor of the Board's choosing and expense, to establish the severity of the injury and the probable time that the employee may be off work.

#### 4.07 Jury and Witness Duty Leave

- 1. An employee selected as a juror or ordered to appear for jury selection, and who appears in court pursuant to such selection or order, shall be paid the regular daily rate of pay, provided the provisions set forth in (4) of this section are met.
- 2. The employee subpoenaed as a witness in court shall be paid the hourly rate of pay, provided the provisions set for in (4) of this section are met.
- 3. Leave shall be extended for only such time as is necessary for the jury or witness duty unless otherwise excused by the Superintendent.
- 4. The employee receiving a summons or subpoena applicable hereunder must, in order to be eligible for such paid leave, present to his/her principal or supervisor within forty-eight (48) hours of receipt of the summons or subpoena, the request for such leave

along with supporting documents. The amount of any fee received pursuant to jury or witness duty shall be remitted to the Treasurer within two (2) weeks following receipt of same.

#### 4.08 Bereavement Leave

- A. Each bargaining unit member is entitled to a maximum of four (4) days of bereavement leave per school year. Only one (1) of these days may be taken due to the death of a non-immediate family member as defined in this Article.
- B. Should circumstances occur such that an employee needs to be absent due to the death of a family member (either immediate or non-immediate as defined in this Article), bereavement leave must be used prior to an employee using any other kind of leave. If the employee has no applicable unused bereavement leave, the bargaining unit member must then use any unused personal leave. If the employee has no unused applicable bereavement or personal leave, the employee may then use sick leave if the death causing the need for leave is that of an immediate family member.

#### 4.09 Short Term Emergency Leave

An employee who does not have any comp time available may take up to one hour of unpaid leave, during a shift, in cases of emergency concerning the employee or the employee's immediate family. Any such leave must be approved by the employee's immediate supervisor before it can be taken. For purposes of this Section 4.09, immediate family shall have the same meaning as provided in Section 4.02D above. Employees who have a comp time balance may use comp time for such leave.

## Article 5 Employment Conditions

#### 5.01 Personnel File

- A. Bargaining unit members shall be informed of any complaint by a parent and/or student that is directed toward them. If a complaint is to become a matter of record, it shall be in writing and signed by the complainant. Anonymous letters or materials shall not be placed in the employee's file nor shall they be made a matter of record. Each employee shall have the right, upon request, to review the contents of his/her own personnel file. A member of the Association may, at the employee's request, accompany the said member in such review.

- B. If an employee considers any materials in his/her file to be critical of his/her conduct, service, character or personality, s/he shall have the right to reply to such materials in a written statement to be attached to the file copy. Materials, other than routine evaluations, will be removed from his/her file when an employee's claim that such materials are inaccurate or unfair is sustained by the grievance procedure. An employee shall be entitled to a copy at his/her expense of any material in his/her file.
- C. Any written employee evaluation shall be shown to and signed or initialed by the employee prior to inclusion of the form in that employee's personnel file. The refusal of the employee to initial or sign the form will not bar the inclusion of that form in the employee's personnel file if the appropriate supervisor certifies, in writing, that the evaluation form was shown to the employee and that the employee refused to initial or sign it.
- D. Any employee may inspect and copy any material contained in his or her personnel file provided that inspection is limited to times when the Board of Education Office is normally open for business. Any employee requesting copies of materials from his/her personnel file may be required to pay the cost as prescribed by Section 149.43 of the Ohio Revised Code.

## 5.02 Public Complaint

Communications between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the lowest possible school level. Conferences regarding such complaints shall be private. Various avenues of contact between employee, community member, supervisor, principal and appropriate other staff personnel should be pursued to resolve the complaint. An employee who is the subject of any public complaint shall be notified of the nature of the complaint within two (2) school days. If such conferences do not lead to understanding and resolution of problems involved, a complainant may pursue further action by appealing to the Local Superintendent. If the complaint is still unresolved, it may be appealed to the Board, and the employee shall have the opportunity to be present at the hearing. Any complaint lodged directly to the Superintendent and/or Board members shall be referred to the Building principal or supervisor for resolution, unless the complaint is of the nature that involves and/or affects more than one (1) building. In each of the steps above, an employee may request, and be accompanied by an Association representative.

Law and regulations regarding the right of privacy of personnel files will be strictly adhered to.

5.03 Board Policy Handbook

A current Board Policy Handbook shall be made available in the library.

5.04 Bidding Procedure

- A. When a vacancy occurs in any classification, notification of said vacancy shall be posted in each office for five (5) workdays. The content of the vacancy notice shall include a copy of the job description, qualifications describing any special skills/experience required to perform the job, and the number of hours for the position. A copy of the notification shall be given to the Association President at the time of posting. The posting for a vacancy shall indicate that the position is subject to placement within the District. Requests shall be made in writing to the Superintendent. The Superintendent shall determine when a vacancy exists and whether it shall be filled.
- B. To apply for any position(s) in another classification which may become vacant during the summer vacation period, the employee shall submit his/her name in advance to the Superintendent together with the position or positions for which the employee desires to apply and an address where the employee can be reached during the summer vacation period. The Superintendent shall notify said employee(s) of any such vacancy by written communication sent to that address. When an employee transfers to a different job classification, s/he shall receive credit for his/her total years of service for pay purposes under Section 8.01(A) of this Agreement.
- C. The Superintendent and Board shall consider qualifications, experience in the same classification, training, and seniority in filling the position. Seniority will be determined as an employee's total number of years of continuous service in each job classification in which the employee has worked, calculated from the employee's date of hire. The current employee shall receive first consideration for the posted position if the administration determines the employee possesses the posted qualifications.

5.05 Discipline

The contracts of employees may be terminated or suspended, and an employee may be demoted for just cause.

## 5.06 Individual Contracts

Individual contracts shall be issued in accordance with the specifications and requirements of section 3319.081(A) and (B) of the Ohio Revised Code.

## 5.07 Layoff Procedure

- A. A layoff is the Board's decision to reduce the present number of employees in their existing job classifications for any reason. Job reassignments and transfers by the Board are not layoffs. A layoff becomes effective at the end of the working day indicated in the written layoff notice. An employee's seniority becomes frozen at the time the layoff becomes effective.
- B. Seniority is an employee's total number of years of continuous service in each job classification in which the employee has worked, calculated from the employee's date of hire in the classification. A coin toss shall break ties in seniority dates.
- C. The Board shall use the following procedure when it decides to layoff employees:
  - 1. Employees on limited contracts in the affected classification shall be laid off first in the order of seniority (i.e. least senior employee is laid off first).
  - 2. All employees on continuing contracts in the affected classification are next eligible for layoff in the order of seniority.
  - 3. If an employee transfers from one classification to another (i.e. from bus driver to janitor), the employee shall retain his/her seniority within the former classification. Therefore, a laid off employee may displace (bump) an employee in another classification if the laid off employee has greater seniority in the second classification as defined in paragraph B above.
  - 4. A laid off employee is only eligible to be recalled to his/her former full-time job. Any other available job may be given to him/her if the Board determines that s/he is more qualified for that job than a potential job applicant. The Board shall provide notice of recall to laid off employees by registered mail at their last known address provided to the Board. Recall rights are lost if the employee fails to accept,

by written reply, the offered job within five (5) working days from the recall notice. The employee shall have up to fourteen (14) calendar days to report to work.

5. A laid off employee is not eligible for recall after two (2) years from the effective date of the layoff. Laid off employees lose all seniority rights after that two (2) year period.
  6. Laid off employees must pay their own group insurance premiums and any other benefit premiums if the Board's group insurance program permits continuing coverage for laid off employees.
- D. Unpaid leaves of absence shall neither count for nor interrupt continuous service, unless otherwise provided by law. Seniority is not interrupted by resignation if the person is reemployed before missing any work time.
- E. During the period of the layoff, the employee's seniority shall remain unbroken, but shall not accumulate. Upon return to service, the employee's sick leave accumulation and salary schedule placement shall be restored.
- F. The Superintendent shall furnish the Association on October 1<sup>st</sup> of each school year the seniority list of all employees, showing each employee's date of hire in the classification and present assignment.
- G. Each employee to be laid off shall be given written notice of the layoff. Each notice of layoff shall state the following:
1. Reason(s) for the layoff or reduction;
  2. The effective date of layoff;
  3. The employee's recall rights under this Agreement.

#### 5.08 Job Descriptions

The Board shall establish a job description for each position in the bargaining unit. Each job description shall identify the immediate supervisor. The content of such job descriptions shall not be negotiable. Each bargaining unit member shall receive a current copy of his/her job description annually, free of charge. The Association president shall

receive a current copy of each job description covered by this contract annually, free of charge.

#### 5.09 Substitutes

- A. A substitute is an employee called by the district to take the place of a regular employee.
- B. Persons employed by the Board as substitutes for longer than sixty (60) consecutive days in the same bargaining unit position shall become members of the bargaining unit on their 61<sup>st</sup> consecutive day.

#### 5.10 Employment-Related Expenses

- A. Any equipment or supplies required by the Board or state agencies or required by law shall be purchased by the Board or reimbursement shall be provided by the Board.
- B. This provision shall only apply to items that are used exclusively on Board time for the performance of job duties.

#### 5.11 Bus Provisions

- A. An "Extra Trip" shall be defined as any trip scheduled in addition to the regularly scheduled daily routes. The Transportation Director shall compile a list of all regular bus drivers and a list of all extra trips. Said list of trips shall be divided into two (2) basic groups under the headings of Category A and Category B:

##### 1. Category A Events\*

###### High School:

Girls Volleyball  
Coed Soccer  
Freshman Basketball  
Boys Basketball  
Girls Basketball  
Boys Baseball  
Girls Softball  
Boys Track  
Scrimmage Games

###### Junior High

Boys Basketball (7<sup>th</sup>)  
Girls Basketball (7<sup>th</sup>)  
Boys Basketball (8<sup>th</sup>)  
Girls Basketball (8<sup>th</sup>)  
Coed Track (7<sup>th</sup> & 8<sup>th</sup>)  
Girls Volleyball (7<sup>th</sup> & 8<sup>th</sup>)

\*Category A shall include any other "block" of scheduled sports, or other events, not herein listed.

2. Category B Events

Category B includes any other extra trips not listed under Category A above, such as band trips, class/organization field trips, pep bus, etc.

- B. The Transportation Director shall offer Category A trips to regular drivers on a seniority basis. After the most senior driver has made his/her selection, if any, of one sport, the second senior driver shall have the next choice and so on until the Category A list is depleted or there are no other regular drivers desiring to drive said Category A extra trips. Should Category A trips exceed the number of regular driver available and willing to drive, any regular driver shall have the opportunity to drive for more than one sport. Should no regular driver bid on a Category A trip, the Transportation Director shall assign the trip(s) to any employee s/he chooses, providing said employee holds a valid bus driver's license.
- C. Category B trips shall be offered first to the regular drivers on a seniority and a rotating basis beginning with the most senior regular driver. After a regular driver has accepted the responsibility to drive for a specific trip, his/her name goes to the bottom of the list of regular bus drivers. Should no regular driver be available for a trip, the Transportation Director shall assign the trip to any employee, providing said employee holds a valid bus driver's license. Upon written request from the Association President, the transportation coordinator shall provide the Association with the list of Category B trips taken and the name(s) of the driver(s) who accepted the trip(s).
- D. After a driver has completed his/her assignment (extra trip), s/he may remove his/her name from the list of drivers available for extra trips. Any driver who had previously kept his/her name off the Transportation Director's list may have his/her name added to the bottom of said list at any time.
- E. Events in both Category A and Category B above may be scheduled at an early starting time (i.e. Boys Baseball, etc.) which would require the bus to leave immediately after school, or earlier in some instances. Drivers should take this into consideration when bidding for such events. Should a regular driver elect to drive an extra trip that conflicts with his/her regular route, the driver shall be docked his/her regular pay and paid for the extra trip.
- F. After a driver has accepted the duties of driving for a Category A sport/event, s/he is responsible for driving to all of the scheduled games/events of that sport. Should the driver be unable to drive

to a game/event, s/he shall report this inability to drive to the Transportation Director who shall obtain a replacement driver. Said replacement driver shall hold a valid bus driver's license.

- G. Bidding, and the subsequent assignment of duties, for Category A events shall be held by the Transportation Director at bus drivers' meetings as follows:
  - 1. Sports/events with a schedule (season) beginning prior to December 31<sup>st</sup> (i.e. Girls Volleyball) shall be bid at the August bus drivers' meeting.
  - 2. Sports/events with a schedule (season) beginning after January 1<sup>st</sup> (i.e. Girls Softball) shall be bid at the December bus drivers' meeting.
- H. The Board and/or Transportation Director reserves the right to use a form of transportation other than a school bus for any scheduled sport/event. Should an alternate form of transportation be used, no bus driver shall be compensated for any trip not actually driven.
- I. Should an event in either Category A or Category B be canceled, discontinued, or not offered, the Board is under no obligation to pay for any nonexistent trip(s).
- J. Compensation for extra trips shall be at the rate of twelve dollars (\$12.00) per hour. A three (3) hour minimum shall be guaranteed for any extra trips regardless of the hours worked. The driver shall be paid a thirty (30) minute compensation for pre-trip inspection/cleaning in addition to the time worked. Pre-trip inspection/cleaning is included in the three-hour minimum.
- K. Bus driver trainers shall be compensated at their hourly rate indicated for bus drivers in Article 8.01 for time worked to provide on-the-bus instruction to bus driver candidates. The Transportation Director shall instruct, in writing, the bus driver trainers as to their duties and responsibilities.
- L. It is the responsibility of the bus drivers to obtain and maintain proper certification. It is his/her responsibility to attend certification meetings and all testing procedures as legislated by the state or federal government.
- M. Bus drivers will be compensated for up to 186 days of pay that includes six (6) days of holiday pay. Any extra time spent for monthly servicing of buses, trips to maintenance facilities for

repairs, breakdowns, completion of paperwork, required local meetings, etc. is not compensable because drivers receive pay for parent/teacher conference days—days on which no work is performed. Bus drivers will not be required to wash buses.

- N. Drivers will be assigned routes annually based on location of the residence of the drivers employed. All drivers who were working as drivers for the District during the 2004-05 school year will continue to be paid for the same number of hours they were driving during the 2004-05 school year for the remainder of their employment with the District, even if the number of actual hours driven is reduced by the reassignment of routes.
- O. The administration and drivers agree to meet periodically to mutually investigate ways to operate the pupil transportation system in a cost-effective manner.

#### 5.12 Occupational Health/Safety

- A. Before exercising his/her rights under R.C. 4167.06, an employee must contact his or her immediate supervisor, principal, or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. 4167.06, the employee must exhaust the process set forth in paragraph C(1)-(2) below.
- B. An employee who wishes to assert a claim of discrimination as defined in R.C. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge.
- C. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. 4167.10 until the following process has been completely exhausted:
  - 1. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee's immediate supervisor or principal, within two workdays of the occurrence of the alleged violation.

2. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within two (2) workdays after his conference with the immediate supervisor or principal. The Superintendent will prescribe a form for the written complain, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent or his designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation. Within seven (7) workdays after the conference, the Superintendent shall provide his/her written response to the alleged violation.

D. Local health and safety concerns not related to O.R.C. 4167 shall be handled under the following process:

1. An employee or Association representative shall first bring an alleged health or safety concern to the attention of the affected employee's immediate supervisor or principal, within two workdays of the occurrence of the alleged concern.
2. If the immediate supervisor or principal does not resolve the alleged concern to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within two (2) workdays after his conference with the immediate supervisor or principal. The Superintendent will prescribe a form for the written complaint, which will include space for the alleged concern, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent or his designee shall meet with the employee or Association representative in an attempt to resolve the concern. Within seven (7) workdays after the conference, the Superintendent shall provide his/her written response to the concern.
3. The employee or Association representative may appeal to the Board of Education. The written complaint as filed with the Superintendent, the Superintendent's decision, and the reason for the appeal shall be forwarded to the Board, so that the health/safety concern can be heard at the next Board meeting.

### 5.13 Perfect Attendance

Each employee covered under this Agreement shall receive one hundred dollars (\$100) for each academic quarter of perfect attendance during the school year. For the purpose of this section, "perfect attendance" shall mean no sick leave, personal leave or unpaid leaves of absence. However, bus drivers will not forfeit an attendance bonus should they use their one (1) unrestricted personal day in order to drive an "extra trip" for the District.

### 5.14 Non-Bus Driver Bidding Procedure for Special Events/Athletics, etc.

The Class A event(s) will be bid on by seniority and the Class B event(s) will be bid on by rotation seniority. If a person who accepts a Class A bid misses 30% of the block time (unexcused) it will be subject to rebid according to seniority. The Program Director will determine what constitutes excused and unexcused absences. For the purpose of this section, Class A events are those that are scheduled to occur on three (3) or more days. Class B events are those that are scheduled to occur two (2) or less days.

## Article 6 Payroll Procedure, Payroll Deductions for Professional Dues and Savings Plans

6.01 There shall be twenty-four (24) pays per year, to be divided as equally as possible. The dates for payment shall be the 15th of the month and the last day of the month. If either the 15th or the last day of the month falls on a weekend, the date of payment shall be the preceding Friday. If either the 15th or the last day of the month falls on a Holiday, the date of payment will be the preceding day or Friday.

6.02

A. Bargaining unit members shall be granted payroll deductions for monthly payments of professional dues. Deductions for Association dues and political action contributions shall be continuous, provided a list of current continuing members and forms of any new member be received by the Treasurer on or before October 1<sup>st</sup> of each school year. Such deductions shall be in equal amounts, and shall be deducted beginning the first and second pay periods for six (6) months. Members employed after October 1<sup>st</sup> shall have one month from date of hire to request professional dues payroll deduction.

B. Deduction for Association dues and political action contributions shall be continuous, until the employee notifies the Treasurer and the Association, in writing, between August 30 and September 15, that s/he no longer wants payroll deduction for Association dues and political action contributions.

6.03 Employees shall be granted payroll deductions for monthly payments for the payments annuities programs. All new annuities programs shall have at least fifty percent (50%) of the bargaining unit enrolled. Monthly payroll deductions for a Savings Bond Series E Program shall also be provided if application is made by fifty percent (50%) and maintained by thirty-three percent (33%) of the bargaining unit. Employees requesting such deductions must submit requests on or before the 20<sup>th</sup> day of the month prior to the month when such deductions shall begin.

6.04 Employee's may, at each employee's request, be paid via direct deposit. All employees hired after July 1, 2002, shall receive their pay via direct deposit.

## Article 7 Vacations and Holidays

### 7.01 Vacations

A. All bargaining unit members who work for eleven or twelve months during the calendar year shall be granted paid vacations (excluding holidays as specified in 7.02) as follows:

<u>Completed Years of Service</u>	<u>Days of Vacation</u>
1-9	10 days
10-14	15 days
15-19	20 days
20 or more	25 days

B. Upon separation from employment, a bargaining unit member shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued to his/her credit for the two years immediately preceding his/her separation and the prorated portion of his/her earned but unused vacation leave for the current year. In case of the death of a bargaining unit member, such accrued and unused vacation leave and prorated portion for the current year shall be paid to his/her estate or in accordance with Section 2113.04 of the Ohio Revised Code.

- C. For the purpose of this section, a "full-time employee" is a person who is in service at least five hours per day for not less than eleven full months in each calendar year. Any employee who is less than full-time shall not be eligible for vacation leave.
- D. All vacation will be scheduled with the approval of the first line supervisor and Superintendent.
- E. When the bargaining unit member's vacation becomes due during a period when s/he is on leave due to illness or injury, the date may be changed in accordance with other vacation dates that are available.

7.02 Holidays

- A. Each bargaining unit member shall be granted the following holidays provided the employee worked on his preceding and following scheduled workdays before and after the holiday or was properly excused on such days.
- B. Nine (9) and ten (10) month employees shall receive the following holidays eligible under 7.02(A).
  - New Year's Day
  - Veterans Day
  - Labor Day
  - Memorial Day
  - Thanksgiving Day
  - Christmas Day
- C. Eleven (11) and twelve (12) month employees shall receive all holidays as listed above plus Independence Day if eligible under 7.02(A). Twelve (12) month employees shall also receive Martin Luther King Day, Good Friday and Christmas Eve as a paid holidays.
- D. Holidays shall occur on the days specified in Section 1.14 of the Ohio Revised Code. The Board may change the observance of any holiday at any time when necessary to conform to any change in State or Federal law or to resolve any conflict between State and Federal law. Such change shall not require prior negotiation with the Association.

## Article 8 Salary Provisions

### 8.01

#### A. Hourly Rates

#### COMPLETED YEARS OF EXPERIENCE/RATE PER HOUR

	<b>Fiscal Year</b>	<b><u>0</u></b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>
<b><u>Food Service</u></b>	<b><u>Beginning</u></b>					
	07/01/13	15.39	15.56	15.72	15.89	16.06
	07/01/14	15.74	15.91	16.07	16.24	16.41
	07/01/15	16.04	16.21	16.37	16.54	16.71
<b><u>Janitor</u></b>						
	07/01/13	15.70	15.87	16.03	16.19	16.36
	07/01/14	16.05	16.22	16.38	16.54	16.71
	07/01/15	16.35	16.52	16.68	16.84	17.01
<b><u>Secretary</u></b>						
	07/01/13	16.01	16.17	16.33	16.50	16.67
	07/01/14	16.36	16.52	16.68	16.85	17.02
	07/01/15	16.66	16.82	16.98	17.15	17.32
<b><u>Aide</u></b>						
	07/01/13	15.97	16.14	16.31	16.48	16.65
	07/01/14	16.32	16.49	16.66	16.83	17.00
	07/01/15	16.62	16.79	16.96	17.13	17.30
<b><u>Maintenance</u></b>						
	07/01/13	17.95	18.23	18.46	18.70	18.94
	07/01/14	18.30	18.58	18.81	19.05	19.29
	07/01/15	18.60	18.88	19.11	19.35	19.59
<b><u>Bus Driver</u></b>						
	07/01/13	19.20	19.55	19.89	20.25	20.59
	07/01/14	19.55	19.90	20.24	20.60	20.94
	07/01/15	19.85	20.20	20.54	20.90	21.24

Effective 07/01/13 there will be no classification of Educational Aide and Handicap Aide; all will be classified as "Aide." The former "Handicap Aide" hourly rates will be frozen until the current "Aide" classification rate reaches the former "Handicap Aide" classification rate.

- B. For any bus driver, hired to drive a regularly scheduled route, the following apply:

1. A minimum three (3) hours' work is guaranteed, regardless of the hours worked.
2. Thirty (30) minutes compensation to inspect and clean buses every day, in addition to time worked.
3. Trip times shall be computed in quarter-hour increments. Actual time worked will be rounded up to the nearest ¼ hour.
4. Route times shall be computed in half-hour increments. Actual time worked will be rounded up to the nearest ½ hour.

C. Longevity

After ten (10) years of completed service, employees will be eligible for a longevity increment of three hundred dollars (\$300) per year. After fifteen (15) years of completed service, employees will be eligible for a longevity increment of four hundred fifty dollars (\$450) per year. After twenty (20) years of completed service, employees will be eligible for a longevity increment of six hundred dollars (\$600) per year. After twenty-five (25) years of completed service, employees will be eligible for a longevity increment of one thousand dollars (\$1000) per year. Such increments shall not be cumulative. All years of completed service shall consist of at least one hundred twenty-one (121) days of service under contract.

Each employee shall receive his respective longevity pay spread throughout the year.

D. Shift Differentials

1. Bargaining unit employees who work any of the shifts listed below shall be paid a shift differential as follows:

1st shift	Salary as per Agreement
Second shift	\$0.35 per hour additional

2. Employees cannot temporarily change shifts while school is in session.
3. If the employee's shift begins in the a.m., the employee shall be considered first shift. If the employee's shift begins in the p.m., the employee shall be considered second shift.

## 8.02 Years of Experience

To receive a year of experience on the pay schedule, an employee must have actually worked at least sixty-five percent (65%) of the hours scheduled for his/her position during the work year. Time worked as a substitute in the employee's same position during the work year shall count towards the sixty-five percent (65%) calculation.

## 8.03 Standard Workday and Week

- A. The Superintendent and/or Board shall establish the standard workday and workweek for each position within the bargaining unit in accordance with Section 3319.086 of the Ohio Revised Code.
- B. Currently, the Board and Superintendent have established the following standard workdays and workweeks which are subject to change in accordance with Section 3319.086 of the Ohio Revised Code:

	Scheduled Days/Year	Hours/Day	Annual Hours
Bus Driver	186	3 or more	558 or more
Food Service	186	2 – 7	372 – 1302
Aides	186	7	1302
Janitors	260	8	2080
Secretaries	240	7 – 8*	1680 – 1920
Maintenance	260	8	2080

\*At the discretion of Building Principals, secretaries may work up to eight (8) hours per day, with not less than thirty (30) minute intervals.

- C. Scheduled days/year includes six (6) paid holidays for nine-month employees, seven (7) paid holidays for eleven month employees and nine (9) holidays and paid vacation for twelve-month employees.
- D. Except as provided elsewhere in the Agreement, all additional hours worked shall be compensated at the rate set forth in Section 8.01.

## 8.04 Overtime

- A. Employees shall be paid at the rate of one and one-half their regular hourly rates of pay for all hours actually worked over forty (40) hours in any seven day work period. For the purposes of this section, sick leave days, personal leave days, bereavement days and vacation days, holidays, and any other non-duty days for which

employees are paid shall not be counted as time worked. All overtime must be authorized in advance by the employee's regular supervisor.

- B. An employee has the option to take compensatory time off, at time and one-half for each overtime hour worked in lieu of overtime pay. Comp time shall only be earned for hours actually worked over forty (40) hours in any seven day work period.
- C. Compensatory time shall be granted in accordance with the following:
  - 1. Use of compensatory time shall require prior written notice to the employee's immediate supervisor and may not be utilized without such notice having been provided to the employee's immediate supervisor at least 48 hours prior to its use.
  - 2. Accumulated Compensatory time shall reset each year on June 30. Employees who have a balance of accumulated compensatory time after June 30 shall be paid out the balance each year. Compensatory time cannot be paid out at any other time during the school year. Compensatory time shall be paid out at the overtime compensation rate of time and one-half.

Employees must designate whether overtime will be received as time and one-half for the pay period in which it was earned or whether such overtime will accrue as compensatory time. Accumulated compensatory time shall be documented on a time sheet and submitted to the immediate supervisor the first weekday of each week.
  - 3. Use of compensatory time shall not increase the workload of another employee during that employee's regular work shift.

#### 8.05 Call In Pay

Any bargaining unit member who has completed his/her regular scheduled workday and is called back to work shall receive a minimum of two (2) hours' pay at the applicable rate in addition to regular pay due the employee on that day. This call in pay does not include time worked immediately prior to or immediately following an employee's regular workday, which shall be compensated at the applicable hourly rate. Such call in time shall be authorized in advance by the employee's supervisor.

## 8.06 Mileage

Bargaining unit members shall be compensated for approved actual and necessary mileage driven using their own vehicles in the performance of their duties. Requests for reimbursement shall be submitted monthly on forms prescribed by the Board and shall be approved by the Superintendent or his/her designee. Reimbursement shall be at the Internal Revenue rate in effect at the time the mileage was driven.

## 8.07 Calamity Days

- A. Nine-month employees who are not required to work on a calamity day shall be paid their appropriate rates of pay for all days or part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity, provided that no such employee shall be paid for any additional days of work required to be made up to meet the minimum school year as required by law.
- B. Twelve-month employees are required to report for work during calamity days. However, should the Pike County Sheriff declare a travel advisory, the following provisions shall apply:
  - 1. Levels 1 or 2 – must report to work, and are paid time and one-half regardless of the total number of hours worked in the week in which the snow emergency occurs. If the Pike County Sheriff declares a level 1 or 2 travel advisory during any part of the employee's shift, the employee shall be paid time and one-half for the entire shift. Such time must be taken as pay and may not be taken as "comp time."
  - 2. Level 3 – not required to report, and employee receives "straight time" pay.

## 8.08 Holiday Pay

Employees required to work on a holiday shall receive, in addition to their holiday pay, two times their hourly rate of pay for all time worked.

## 8.09 Additional Responsibilities/Special Groups

Bargaining unit members who are to assist or work for special groups or are assigned students to assist them in their daily work shall receive a written description of his/her responsibilities toward the special group or assigned students. Such assignments shall be voluntary and by seniority.

## 8.10 Salary Notice

In accordance with Ohio Revised Code § 3319.082, the Board shall provide each employee with an annual notice of salary not later than the first day of July each year. The notice shall include a breakdown of the employee's base salary, longevity and shift differential as applicable.

# Article 9 Fringe Benefits

## 9.01 Insurance

- A. The Board shall contribute 85% of the cost of family group hospitalization and major medical insurance.
- B. The Board shall contribute 85% of the cost of single group hospitalization and major medical insurance.
- C. The Board shall provide group term life insurance coverage for each regular, full-time employee. The Board shall pay one hundred percent (100%) of the monthly premium for said life insurance. The amount of coverage shall be as follows:
  - 1. Effective July 1, 2008, the coverage shall be increased to fifty thousand dollars (\$50,000) for each employee.
- D. The Board shall pay one hundred percent (100%) of the monthly premium for each regular employee toward the cost of group dental insurance coverage.
- E. Each employee will pay the difference between the dollar limitations on Board contributions set forth above and the actual premium costs. Such employee payments shall be made by payroll deduction pursuant to Section 9.90 of the Ohio Revised Code.
- F. Maximum out-of-pocket in Network will not exceed \$1,750 for an individual or \$3,500 for a family for a policy/calendar year if a single option plan is offered. If a dual plan is offered, maximum out-of-pocket in Network for the second option will not exceed \$3,500 for an individual or \$7,000 for a family. Out-of-pocket is defined as the maximum payable amount by an employee for a policy/calendar year. The out-of-pocket amount will include deductibles and co-insurances amounts only and will exclude any co-pays. Co-pays are defined as flat dollar amounts that are payable by the employee for office visits, urgent care visits,

emergency room visits, prescription drugs, or in-patient or outpatient services. These flat dollar amounts may be paid each time one of these events occurs and do not accumulate toward deductibles or out-of-pocket. Co-insurance is defined as the percentage amount paid by the employee after the deductible is met. Deductible is defined as the dollar amount that must be met before the co-insurance begins.

G. The Board shall have the sole authority to determine insurance carriers and plan administrators.

H. Where more than one member of a household is employed by the Board, only one family policy shall be provided. The Board shall contribute up to the maximum dollar amount herein for each employee toward this family premium. Employees affected by this provision shall notify the Treasurer which family member is to be enrolled in the family plan. This provision shall not apply to life insurance coverage.

I. 125 Plan (Premium Only)

1. A plan under IRS Code Section 125 shall be adopted for every member of the bargaining unit who qualifies. Each bargaining unit member who is qualified shall have the right, but is not required, to participate in the premium (salary reduction section only of Section 125), and is not required to purchase additional or supplemental coverage.

2. The Board shall select a company to provide for the implementation of the plan and the Treasurer shall keep the Association President informed. Forms provided by the

Board shall be completed by the employee in order for him/her to be able to participate in the plan. The forms shall be submitted to the Treasurer on or before March 1 of each year.

3. Once an employee has volunteered to participate in the plan s/he must continue in the plan for the school year except for reasons of death, resignation, or retirement.

J. Insurance Study Committee

In order to facilitate an understanding of current employee insurance coverages and to periodically explore the marketplace for improved coverages and/or reduced costs, an Insurance Study

Committee will be established by the Board and the Association by September 1, 1997. Both will appoint up to three (3) representatives to serve on this committee. The Insurance Study Committee will establish its own rules for meeting and operations. The Committee will have the authority to analyze and monitor claims utilization, review benefit plans, and screen different plans for recommendation to the parties. The Board shall retain the authority to accept, reject, or modify the Committee's recommendation. In no instance shall any confidential medical information be viewed by the Committee.

#### 9.02 Severance Pay

- A. A bargaining unit member may elect, at the time of acceptance for retirement by the School Employees Retirement System (SERS), to receive severance pay if his/her date of retirement is within one hundred eighty (180) days of his/her last day of service with the district.
- B. Each bargaining unit member who qualifies shall receive twenty-five percent (25%) of his/her accrued but unused sick leave not to exceed fifty-seven and a half (57.5) days. Payment shall be based on daily rate of pay at the time of retirement. Payment under this provision shall eliminate all sick leave credit. No bargaining unit member shall receive more than one payment.

#### 9.03 SERS Pickup

- A. The Board shall assume and pay, or pick up, the mandatory employee contribution to SERS required for all SERS participants, subject to the provisions of this section, in lieu of payment of those contributions by said members.
- B. For the purposes of this Pickup Plan, total annual pay and wages per pay period for each member shall be the salary otherwise payable under their contracts and applicable Board policies. The total annual salary or salary per pay period of each member shall be payable by the Board in two parts: (1) deferred pay; and (2) cash pay. A member's deferred pay shall be equal to that percentage of said member's total annual pay or wages per pay period which is required from time to time by the Ohio State School Employees Retirement System (SERS) to be paid as an employee contribution by said member as a "pickup" of the employee contribution otherwise payable by said member. A member's cash pay shall be equal to said member's total annual pay or wages per pay period less the amount of the pickup for said member and shall

be payable, subject to applicable payroll deductions, to said member. The Board's combined total expenditures for members' total annual pay or wages per pay period otherwise payable under this Section (including pickup amounts) and its employer contribution to SERS shall not be greater than the amounts it would have paid for those times had this provision not been in effect.

- C. The Board shall compute and remit its employer contributions to SERS based upon total annual pay or wages per pay period, including the "pickup." The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total pay or wages per pay period, less the amount of the "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- D. The "pickup" shall be included in the member's total annual pay or wages per pay period for the purpose of computing hourly rate of pay, daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
- E. The Pickup Plan shall be effective as soon as possible after the ratification of this Agreement.

## Article 10 School Calendar

The Association will appoint one non-certified employee who, with one certificated employee from the District, will meet with one representative of the certificated employees and one representative of the non-certificated employees from each of the other School Districts in the County to develop options for the next school year's calendar. The committee shall transmit the options it develops to the Superintendent by February 1. The Superintendent, along with other Superintendents from the County, will review the options for compliance with law and avoidance of paid holidays. Options not in conflict with paid holidays and otherwise in compliance with law shall be submitted to a County-wide vote of school employees during the month of March.

The Association agrees that the final authority to set the school calendar is legally and exclusively that of the Board.

# Article 11

## Contract Maintenance

### 11.01 Waiver of Negotiations

The Board and the Association acknowledge that during negotiations resulting in this contract, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this contract was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this contract, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in the contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the parties signed this contract.

### 11.02 Entire Agreement Clause

This contract supersedes all previous agreements, verbal or written, or based on alleged past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

### 11.03 Conflict with the Law

The provisions of this Agreement govern the wages, hours, and terms and conditions of members of the bargaining unit. This agreement supersedes all applicable state or local laws pertaining to wages, hours, or terms and conditions of employment to the extent permitted by Section 4117.10(A) of the Ohio Revised Code. If a court of competent jurisdiction determines, after all appeals or times for appeal have been exhausted, that any provision of this Agreement violates Ohio or Federal law, such provision shall be inoperative but the remaining provisions herein shall remain in effect. At such time, both parties shall meet to discuss and renegotiate the item affected.

### 11.04 No Strike Clause

The Association and any and all of its members shall not cause, engage in, or sanction any strike, slowdown, or any other similar cessation or disruption of services for the term of this Agreement.

### 11.05 Distribution of Contract

Each bargaining unit member, administrator, Board member, County Superintendent, County Supervisor, and school library shall be provided with a professionally printed copy of this contract as soon as practicable after ratification and adoption by the parties. Bargaining unit members new to the district will receive a copy upon employment. The President of the Association shall be given ten (10) copies of the contract for the use of the Association. The Board shall likewise receive ten (10) additional copies for its use. Costs of printing the contract shall be equally shared by the Association and the Board.

### 11.06 Drug Policy

- A. No employees of the Eastern Local School District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess, or use alcohol, narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, or any other controlled substances as defined in Federal and State law.
- B. The workplace includes any school building, school property, school owned vehicles, or school approved vehicle used to transport students to and from school or school activities; any school employee in charge of students off school property during any school-sponsored or school-related activity, event, or function, such as a field trip or athletic event where students are under the jurisdiction of the Eastern Local School District.
- C. As a condition of employment, each employee shall notify his/her supervisor of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above not later than five (5) days after such conviction.
- D. Any employee who violates the terms of this policy with respect to the personal use or possession for personal use of alcohol, narcotic drugs, or other controlled substances shall enroll and participate in a drug abuse assistance or rehabilitation program approved by the Board of Education. If the employee fails to enroll and participate in such program, the employee shall be subject to disciplinary action under the Ohio Revised Code and the negotiated contract up to and including termination.
- E. An employee who violates this policy with respect to the manufacture, distribution, dispensing, or possessing of alcohol, any narcotic drugs, or other controlled substances for purposes of sale

or distribution will be subject to disciplinary action under the ORC and the negotiated contract up to and including termination.

- F. The Board of Education shall send a copy of the notice included as Appendix E to all employees so affected.
- G. The Board and the School Support Personnel Association agree to implement the Drug Free Workplace Policy adopted by the Board at its December 14, 2004 meeting. If selected for testing, bus drivers will receive one (1) hour rate of pay and mileage. All other employees selected for testing will receive mileage only.

#### 11.07 Gender

All references to individuals in this Agreement designate both sexes, and wherever either the male or female gender is used, it shall be construed to apply equally to individuals of the opposite gender.

#### 11.08 No Reprisal Clause

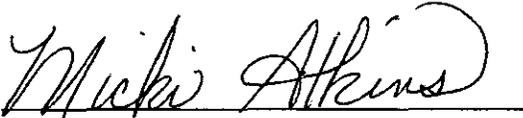
There shall be no reprisals of any kind against either party (the Association or the Board), its officers members, or agents, or against any employees for any action or activity by or failure to act during the September 26, 2002 through January 13, 2003 strike by the Eastern Local Classroom Teachers' Association and the Eastern Local School Support Personnel Association. This provision will not preclude the Board from taking action against any individual(s) or Association for any illegal activity that the individual(s) or Association engaged in during or after the strike.

11.09 Duration

This contract shall become effective July 1, 2013, and shall continue in full force and effect until June 30, 2016.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first mentioned above.

EASTERN LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

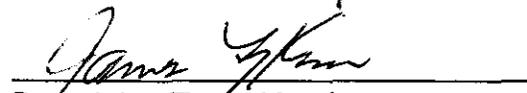
  
\_\_\_\_\_  
President

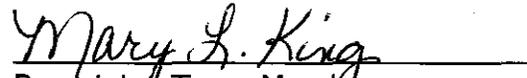
  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Treasurer

EASTERN LOCAL SCHOOL SUPPORT  
PERSONNEL ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Labor Relations Consultant

**APPENDIX A**  
**REQUEST FOR PERSONAL LEAVE**

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

I request restricted/unrestricted (circle one) personal leave for \_\_\_\_\_  
(mm/dd/yy). If restricted, the reason for such request is \_\_\_\_\_

I do affirm the above information to be correct to the best of my knowledge.

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

\_\_\_\_\_  
Substitute

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

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

\_\_\_\_\_  
Date Disapproved

\_\_\_\_\_  
Date Disapproved

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
First Line Supervisor Signature

**REQUEST FOR PERSONAL LEAVE WITHOUT PAY**

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

Number of days/hours requested \_\_\_\_\_ Dates requested \_\_\_\_\_

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

\_\_\_\_\_  
Substitute

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
First Line Supervisor Signature

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

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

\_\_\_\_\_  
Date Disapproved

\_\_\_\_\_  
Date Disapproved

**APPENDIX B**  
**GRIEVANCE REPORT FORM I, LEVEL ONE**  
**EASTERN LOCAL SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

\_\_\_\_\_  
Name of Grievant \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Building \_\_\_\_\_ Assignment \_\_\_\_\_

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance and provision(s) of contract allegedly violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Disposition of Principal/Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX C**  
**GRIEVANCE REPORT FORM II, LEVEL TWO**  
**EASTERN LOCAL SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

In regard to GRIEVANCE REPORT FORM I (attached):

A. Position of Grievant \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

B. Date Received by Superintendent \_\_\_\_\_

C. Disposition by Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**APPENDIX D**  
**GRIEVANCE REPORT FORM III, LEVEL THREE**  
**EASTERN LOCAL SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

In regard to GRIEVANCE REPORT FORMS I AND II (attached):

A. Position of Grievant \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

B. Date Received by Board \_\_\_\_\_

C. Disposition by Board \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**APPENDIX E**  
**SUBSTANCE ABUSE NOTICE**

YOU ARE HEREBY NOTIFIED that it is a violation of the policy of the Eastern Local School District for any employee to unlawfully manufacture, distribute, dispense, possess, or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance as defined by State and Federal Law.

“Workplace” is defined as the site that includes any place where work for a school district is performed, including a school building or other school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; off-school property during any school-sponsored or school-approved activity, event, or function such as a field trip or athletic event, where students are under the jurisdiction of the school district.

YOU ARE FURTHER NOTIFIED, that it is a condition of your continued employment that you will comply with the above policy of the school district and will notify your supervisor of your conviction of any criminal drug statute for a violation occurring in the workplace. Such notification shall be no later than five (5) days after such conviction.

Any employee who violates the terms of this policy with respect to the person use or possession for personal use of any narcotic drug or other controlled substance for purposes of sale or distribution will be subject to disciplinary action under the ORC and the negotiated contract up to and including termination.

Any employee who otherwise violates the terms of the school district’s drug-free workplace policy shall participate in a drug abuse assistance or rehabilitation program approved by the Board. If the employee fails to complete such a program, the employee shall be subject to disciplinary action under the Ohio Revised Code and the negotiated contract up to and including termination.

**APPENDIX F**  
**OVERTIME REQUEST FORM**

I, \_\_\_\_\_, request

A. Pay for \_\_\_\_ actual hours of overtime worked

B. Accrual of Compensatory Time for \_\_\_\_ actual hours of overtime worked

during the week of \_\_\_\_\_ (Saturday Date).

Below, briefly describe the activities performed during this period:

**Sunday** \_\_\_\_\_

**Monday** \_\_\_\_\_

**Tuesday** \_\_\_\_\_

**Wednesday** \_\_\_\_\_

**Thursday** \_\_\_\_\_

**Friday** \_\_\_\_\_

**Saturday** \_\_\_\_\_

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

\_\_\_\_\_  
Date

**APPROVED:**

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

**NOTE: Any overtime worked must be pre-approved by the first-line Supervisor in order to guarantee proper accrual/pay.**

**APPENDIX G**  
**COMPENSATORY TIME LEAVE REQUEST FORM**

I, \_\_\_\_\_ request \_\_\_\_\_  
hours of compensatory time to be taken on \_\_\_\_\_  
(list exact days).

---

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

\_\_\_\_\_  
Date

**APPROVED:**

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date