

**AGREEMENT** STATE EMPLOYMENT  
REL. AUTHORITY BOARD

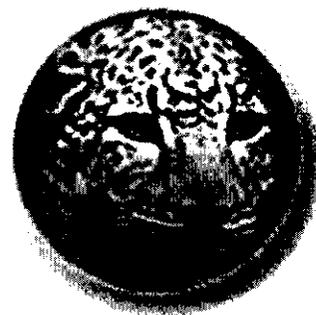
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BETWEEN THE  
**LOUISVILLE CITY SCHOOL DISTRICT**  
**Board of Education**  
(Stark County, Ohio)

13-CON-02-2189  
2189-02  
K#30030

and the

**Ohio Association of Public School Employees**  
**Louisville Chapter #456**



**EFFECTIVE**  
**JULY 1, 2013**  
**Through**  
**JUNE 30, 2016**

65

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE(S)</u>
1	<u>PRINCIPLE</u>	1
2	<u>RECOGNITION</u>	1
3	<u>NEGOTIATIONS AND PROCEDURE</u>	2
4	<u>ASSOCIATION RIGHTS</u>	5
5	<u>GRIEVANCE PROCEDURE</u>	7
6	<u>JOB OPENINGS AND POSTINGS</u>	10
7	<u>LAYOFF AND RECALL</u>	12
8	<u>PAYROLL AND ANNUNITIES</u>	15
9	<u>LEAVES</u>	17
10	<u>LONGEVITY</u>	22
11	<u>INSURANCE</u>	22
12	<u>SEVERANCE PAY</u>	29
13	<u>WORKWEEK</u>	29
14	<u>OVERTIME</u>	30
15	<u>HOLIDAYS</u>	31
16	<u>VACATION</u>	32
17	<u>CLAMITY DAYS</u>	33

<u>ARTICLE</u>		<u>PAGE (S)</u>
18	<u>MEETINGS</u>	34
19	<u>TEMPORARY CLASSIFICATION</u>	34
20	<u>PAY DAYS</u>	34
21	<u>REPORT PAY</u>	34
22	<u>PERSONNEL FILES</u>	35
23	<u>EVALUATION</u>	36
24	<u>MILEAGE REIMBURSEMENT</u>	36
25	<u>JOB DESCRIPTION</u>	36
26	<u>BARGAINING UNIT MEMBER'S CHILDREN</u>	37
27	<u>SMOKE FREE WORKPLACE</u>	37
28	<u>TENURE IN SERVICE</u>	37
29	<u>WAGE SETTLEMENT, SALARY SCHEDULES CLASSIFICATION PROVISIONS</u>	37
	CUSTODIAL, MAINTENANCE EMPLOYEES (FULL-TIME CUSTODIAL, MAINTENANCE TECHNICIAN GROUNDS MAINTENANCE) FOOD SERVICE EMPLOYEES (CAFETERA MANAGERS, COOK, FOOD SERVICE WORKER) MISCELLANEOUS CLASSIFIED (BUS ATTENDANT, LIBRARY TECHNICIAN, SUBSTITUTE CALLER, TEACHER ASSISTANT, VAN DRIVER) MONITORS, ATTENDANTS (NON-BUS) SPECIAL EDUCATION AIDES, HEALTH AIDES, SECRETARIES (EXCLUDING CENTRAL OFFICE), TRANSPORTATION, (BUS DRIVERS, HEAD MECHANIC, ASSISTANT MECHANIC)	

<u>ARTICLE</u>		<u>PAGE (S)</u>
30	<u>DRUG AND ALCOHOL TESTING</u>	50
31	<u>DISTRIBUTION OF AGREEMENT</u>	55
32	<u>DURATION</u>	56
APPENDICES		
A	<u>LEAVE FORM</u>	57
B	<u>GRIEVANCE PROCEDURE FORM</u>	58
C	<u>CLASSIFIED HIRING CHART</u>	59

## **ARTICLE I PRINCIPLE**

The parties do understand the Board is charged by law with the duty and responsibility of operating a public school system within their district and in carrying out those duties and responsibilities in employing school employees in its operation. The terms and conditions of employment of school employees are matters of mutual concern to the Board and the Association. The purpose of the procedures established in this document is to promote harmonious and cooperative relationships between the Board and its classified employees and to protect the public and the welfare of Louisville school children by assuring orderly and uninterrupted operation of the public school system; to attempt to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances covering matters with respect to salaries, terms and conditions of employment within the authority of the Board to resolve.

## **ARTICLE 2 RECOGNITION**

- 201 The union is recognized as the sole and exclusive representative for all employees of the Board in the job classifications of the bargaining unit as set forth for the purpose of establishing rates of pay, wages, hours and other terms and conditions of employment.
- 202 No member of the bargaining unit may negotiate his/her own contract.
- 203 This recognition shall be for the duration of this agreement and thereafter until a successor is elected or until recognition is withdrawn based upon the results of a competitive election.
- 204 The union's exclusive bargaining unit includes only the job classifications listed below:
- A. AIDE AND MONITOR EMPLOYEES: Special Education Aides, Health Aides, Library Technicians, Monitors, Bus Attendants, Attendants, Substitute Caller and Teacher Assistants.
  - B. CUSTODIAN/MAINTENANCE EMPLOYEES: Head Custodians, Custodians, Maintenance Technician and Groundskeeper.
  - C. FOOD SERVICE EMPLOYEES: Cafeteria Managers, Cooks, and Food Service Workers and Proctors.
  - D. SECRETARIES (EXCLUDING CENTRAL OFFICE)
  - E. TRANSPORTATION EMPLOYEES: Bus Drivers, Van Driver, Mail Run, Mechanic and Assistant Mechanic.

In the event that a new classification or position is created, the Board and the union will meet to determine whether such classification will be in the bargaining unit, the parties shall negotiate a salary schedule and other benefits, etc. for the new classification.

### **ARTICLE 3 NEGOTIATIONS AND PROCEDURES**

#### **301 COVERAGE**

Representatives of the Board and the Association will negotiate in good faith all matters concerning salaries, terms and conditions of employment within the authority of the Board to resolve.

#### **302 SUBMISSION OF ISSUES**

Issues proposed for negotiation shall be submitted on or about April 15 of any given year, in writing by the Association to the Superintendent, or his designated representative, or by the Superintendent to the Chairman of the Association, or his designated representative.

#### **303 RIGHTS OF THE INDIVIDUAL**

Individuals shall be given the opportunity to express their views to the Board at any scheduled meeting of the Board in accordance with Board policy.

#### **304 NEGOTIATION TEAMS**

At all negotiation sessions, each team shall be composed of no more than four (4) persons each. The Board shall select its team members; and the Association shall select its team members; and neither party shall select a member of the other party as a member of its team. Only those initially designated by the Board and the Association shall attend meetings unless mutually agreed otherwise.

#### **305 NEGOTIATION MEETINGS**

- A. Negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.
- B. Meetings shall be scheduled at reasonable intervals, places and times to avoid, as nearly as is practicable, conflict and interference with school and employment schedules.

- C. Negotiation meetings shall be closed to the press and the public.
- D. Either party may recess for caucus. Such caucus shall be limited to one-half (1/2) hour in length unless mutually agreed otherwise.
- E. Minutes of meetings shall be kept by each party only if it deems necessary, and only in such form and detail as it may determine advisable.
- F. During negotiations, interim reports may be made to the Association by its representatives and by the Board to its representatives.

306 EXCHANGE OF INFORMATION

The Superintendent shall furnish the Association, and the Association shall furnish the Superintendent, upon reasonable request, all available information pertinent to the issue under negotiation. Access to available information in such form as it may exist constitutes compliance with this provision; and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

307 PROGRESS REPORTS

While negotiations are in progress, the Association's Negotiating Team may make progress reports to members of the bargaining unit and the Board's Negotiating Team may make progress reports to the Board. During negotiations up to the point of impasse, news releases will be completed mutually. After reaching impasse, copies of releases shall be given to the other party at the time of release.

308 AGREEMENT

Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement.

Final agreement reached through negotiation shall be reduced in writing to the Association for approval, and all of the Association negotiators shall recommend and urge approval. Upon approval by the classified personnel represented by the Association, the agreement shall be submitted to the Board for approval and all of the Board's negotiators shall recommend and urge approval. Within thirty (30) days both parties shall approve the agreement and then sign on behalf of the parties. The agreement shall be adopted in resolution form by the Board.

309 IMPASSE

- A. In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties shall have the option of declaring impasse.
- B. If, after sixty (60) days, all issues have been discussed and no tentative agreement has been reached, either party may declare impasse.
- C. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS).
- D. The assigned mediator has the authority to recommend but not to bind either party to any agreements.

310 FURTHER ITEMS OF AGREEMENT

- A. Any agreement reached and accepted by the Association and the Board shall supersede any and all other agreements between the Board and Local 456.
- B. The Superintendent will ask the Association for recommendations in developing the annual school calendar before presenting it to the Board for approval.
- C. The Board of Education shall in a timely fashion provide each Bargaining Unit member an approved and signed copy of the agreement. Each newly hired Bargaining Unit employee shall be given a copy of the Negotiated Agreement.
- D. OAPSE shall be granted a "Me Too" Clause in that if the LEA receives a salary increase, step movement or any type of signing bonus or insurance premium payment or refund on said insurance premium that is better than what OAPSE 456 currently receives, OAPSE members will receive the same increases, bonus or insurance premium payment or refund during the term of this agreement.  
Additionally, it is understood that if the LEA receives enhancements to their severance package of any form or Early Retirement Incentives the same benefits or enhancements shall automatically include OAPSE 456 for the term of this contract – July 1, 2013 – June 30, 2016.

## **ARTICLE 4 - ASSOCIATION RIGHTS**

401 The Association shall:

- A. Have advance copies of the Board agenda through the Board office in advance of the Board meetings;
- B. Be automatically provided a copy of Board minutes and financial reports;
- C. Have use of school buildings under the same terms and conditions as any school organization under Board Policy;
- D. Have the right to their own bulletin board in each of the staff lounges;
- E. Have use of school mail for:
  - 1. Notice of meetings;
  - 2. Minutes of meetings;
  - 3. Pertinent information regarding the Association.

402 The OAPSE Representative for OAPSE Local 456 shall be entitled to meet with members of the bargaining unit in school buildings provided:

- A. The OAPSE Representative first announce his/her presence and obtain the approval of, the building principal or such principal's designee, and;
- B. Such visits shall not in any way interfere with or interrupt instructional programs and/or assigned duties of members of the bargaining unit. Approval will not be unreasonably withheld under this provision and the Association will not excessively use this visitation privilege.

### **403 DUES DEDUCTION AND FAIR SHARE FEE**

- A. All bargaining unit members covered by the contract who are members of the union on the date the contract is signed and all other employees in such bargaining unit who become members of the union at any time in the future shall, for the term of this contract, continue to be members of the union, and the Board shall not honor dues deduction (check off) revocations from such employees.
- B. Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, bargaining unit

members who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues and deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.

- C. The Treasurer of the Board shall deduct from the employees pay all dues deductions and fair share fees. The Association/OAPSE State Treasurer's Office shall forward to the Board Treasurer by September 1 each year the amount to be deducted for that year if changed from the previous year. Deductions shall be made in twenty (20) equal installments beginning with the first pay in October. The dues/fees amounts for new employee shall be calculated by the Association and the amount submitted in writing to the Treasurer of the Board.
- D. The Board Treasurer shall forward to the OAPSE Treasurer the amount of State Dues/Fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the Local Treasurer. The Board Treasurer shall forward directly to the Local Treasurer the amount deducted for the local dues. This shall be done within ten (10) days following each deduction.
- E. The Association shall defend and indemnify the Board of Education, and hold them harmless against any and all claims, demands, suits, or other forms of liability including legal fees and expenses, that may arise out of or by reason of the action taken by the Louisville School Board of Education for the purposes of complying with any of the provisions of this article or in reliance on any list, notices, or assignments furnished under any of such provision. The Association shall retain control of and appointments of legal counsel for defense and indemnification purposes.
- F. Upon notification from the Association that a member has terminated membership, the Treasurer of the Board shall commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues, less the amount previously paid through payroll deduction.

- G. The Board agrees to an automatic payroll deduction without written authorization of the bargaining unit member (unless payment is made in one lump sum prior to the first payroll deduction), or an amount equal to the total dues of the Association, from the pay of all bargaining unit members who elect not to become members of the Association or who elect not to remain members. Fee payment shall be a condition of employment.
- H. Payroll deduction of such fair share fees shall begin at the same period as dues deductions are begun for members of the Association.
- I. If the person is a fair share fee payer, the Association confirms fair share rebate procedure complies with all applicable legal requirements.
- J. Bargaining unit member who are hired for a position which consists of working less than two hours per day will be exempt from paying association dues until their hours are increased or they are hired for a new position.

404 Ohio Association of Public School Employees Leave

The Board agrees to permit the Ohio Association of Public School bargaining unit member delegates to attend the annual OAPSE Conference without loss of salary but each such bargaining unit member must pay their own expense(s) to attend such meeting. Delegates shall not exceed two (2) in members and shall be determined by the Ohio Association of Public School Employees Organization and not exceed a total of three (3) days per employee. Notification of delegates shall be provided at least ten (10) working days in advance of said meeting.

- 405 Except as otherwise provided in this agreement, the Board reserves and retains all managerial authority vested in it by law including those rights enumerated in Section 4117.08 of the Ohio Revised Code and as interpreted by the State Employment Relations Board.

**ARTICLE 5 GRIEVANCE PROCEDURE**

501 Basic Objective:

The objective of this procedure is to secure, at the lowest possible administrative level, in the shortest time, equitable solutions to grievances. Proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All grievances shall be presented promptly and in any event, no later than fifteen (15) working days after the occurrence of the alleged grievance or knowledge of the

occurrence but in no case more than twenty five (25) working days after the occurrence.

502 Definitions:

- A. A "Grievance" is (a) any alleged violation of the agreement of which this procedure is a part of any dispute with respect to its meaning or application, or (b) any alleged violation of Board policies and/or administrative rules and regulations pertaining to classified employees or any dispute with respect to their meaning or application.
- B. The term "grievance" shall not apply to any matter on which the Board is without authority to act under the law.
- C. The lodging of any grievances shall be the exclusive right of a bargaining unit member, or a group of bargaining unit members, if the action grieved has effected more than one (1) employee.
- D. "Working days" shall mean any day the Board of Education is open for business.
- E. "Representative" means an official or other spokesman for the Association.
- F. "His" shall mean "her" where applicable.

503 Right to Assistance and Counsel:

The aggrieved person shall have the right in his sole discretion to be accompanied by and receive assistance of a representative of the Association at any stage of the grievance procedure.

504 Informal Procedure:

A person with a grievance shall first discuss it with his/her immediate supervisor or principal and may request a union representative be present with the objective of resolving the matter informally. Informal procedures as set forth must be initiated within fifteen (15) working days after the occurrence of the alleged grievance or knowledge of the occurrence but in no case more than twenty-five (25) working days after the occurrence.

505 Formal Procedure:

- A. Level One: If the aggrieved person is not satisfied with the outcome of the informal procedure, he may present a formal grievance in writing to his immediate supervisor or principal within five (5) work days after the informal discussion. The immediate supervisor or principal shall within five (5) working days after receipt of the written grievance render his decision and the reasons

therefore in writing to the aggrieved person with a copy to the representative, if applicable. If the grievant is representing a group of grievants, then only one (1) signature is necessary. However, all grievants must be listed on the grievance and this group is prohibited from filing individual grievances on the same matter.

- B. Level Two: If the aggrieved person is not satisfied with the response of the immediate supervisor or principal, or if no response is received within five (5) working days after the submission of the grievance, a copy of the grievance shall be advanced to the next level within five (5) working days; the Superintendent or his designee (hereinafter, Superintendent). The Superintendent, at the option of either party, shall within five (5) working days after the receipt of the written appeal, meet with the aggrieved person for the purpose of resolving the grievance. The Superintendent shall within five (5) working days after the meeting, or after the submission to Level Two if no meeting is held, render his decision and the reasons therefore, in writing, with a copy to each of the following: the aggrieved person, where applicable his representative, the immediate supervisor involved or the principal.
- C. Level Three: If the grievant is not satisfied with the disposition at level two, he/she may request the issue be submitted to arbitration within ten (10) working days after the receipt of the disposition at level two. Within ten (10) working days following receipt of the grievant's request for arbitration, the Superintendent or his designee and the grievant and his/her designated representative shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternative strike method and notified in accordance with the rules of AAA. A second list may be requested by either party. The toss of a coin shall determine who strikes first. The arbitrator shall not have any authority to rule contrary to the law of the State of Ohio. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations or opinions which are not essential in reaching his/her decision. The Association shall pay all compensation and expenses of the arbitrator. However, should the arbitrator award the relief the grievant is seeking, the Board shall pay these expenses. The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling on the grievance as stated. If there is a settlement prior to the hearing, and fees have been incurred, the parties shall split the cost. The ruling of the arbitrator shall be made in writing to the parties, superintendent, Board, and the Association. The arbitrator's ruling is final and binding on the parties.

- D. Level Three (Alternate): If the aggrieved person is not satisfied with the disposition at level two, he may, within five (5) working days of the receipt of the written decision at level two, request that the grievance be referred to the Board of Education. Such requests shall be in writing. Not later than the next regular meeting after such notice is given, the Board shall establish a time and place for a hearing of the grievance which shall be held in executive session, as promptly as possible following the hearing, the Board shall issue its opinion which shall be final and binding on the parties.
- E. Election of Remedies: An employee may elect to have his grievance resolved either by an arbitrator or the Board but not both. An employee who elects one method of dispute resolution thereby waives his/her entitlement to the other dispute resolution process.

506 Stipulations:

- A. The temporary absence of the grievant, the immediate supervisor or the principal, shall toll the running of the days during the absence of such person, but in no case for more than five (5) additional working days.
- B. In the event a classified employee chooses to have a grievance processed without the participation of the Association, the employee shall be liable for any expenses incurred in such processing.
- C. Failure of a grievant to comply with the time limitations set forth in this procedure shall void the aggrieved person's right of appeal, if any.

**ARTICLE 6 JOB OPENINGS AND POSTINGS**

- 601 "Vacancy" is defined to be a job opening due to the creation of a new position or the availability of an existing position through the retirement, termination, resignation or death of a bargaining unit member.
- 602 If in the Board's discretion it decides to fill a vacant position, then the following procedure shall be used. Any position vacated by a bargaining unit member who is working in a probationary position may be "subbed" until the completion or termination of the 30 working day probationary position.
- 603 A notice of the vacancy shall be posted in all departments of all buildings, including the bus garage, for a period of five (5) working days. During the summer months when school is not in session those bargaining unit members who request in writing to be notified shall be sent copies of the

vacancies. If an opening should occur in the Administration Offices, these openings shall be posted in all departments of all buildings, including the bus garage.

604 Where applicable, the following criteria shall be considered in awarding the position:

- (A) Seniority
- (B) Education
- (C) License(s)
- (D) Attendance Record (days and occurrences)
- (E) Demonstrable Skills (testing and job related applications of required skills)
- (F) Evaluations
- (G) Work Record/Employee File

All current bargaining unit members who timely apply shall be interviewed for the position. Seniority means that period of continuous employment with the Louisville Schools. If the Board elects to fill the position, then the best qualified applicant shall be awarded the position. In the event B-G are equal among all applying bargaining unit members, the person with the most seniority, shall be awarded the job. If the position is not filled from within, nothing herein prohibits the Board from filling vacant positions with new hires.

The Labor Management Committee has met to determine the criteria for A- G as listed above and the score to be utilized in measuring A-G. The completed interview scoring process shall be included as Appendix C to this agreement.

605 Definition of Seniority:

Seniority shall be defined as that period of continuous employment with the Louisville School District computed from their last date of hire as a contracted bargaining unit member. Authorized leaves of absence do not constitute an interruption in continuous service and are not counted as service time. The most senior bidder within the classification if deemed the best qualified shall prevail. If none are so deemed from the classification, then the most senior bidder within the classification series, if deemed the best qualified shall prevail. If there are no qualified bidders from the classification series, the bargaining unit member with the most system seniority, who meets the qualifications, will be considered before hiring applicants not employed by the district. When hire date is the same and therefore seniority is the same, the most senior employee shall be determined by the order the names listed in the Board minutes with the first name being the most senior on the date of hire.

- 606 Any bargaining unit member awarded the position shall move to the step at the new position that equates to a comparable hourly rate formerly held by the bargaining unit member.
- 607 If administration makes the decision to combine two separate jobs into one position or decides to eliminate a position, the affected bargaining unit member shall maintain his/her seniority upon necessary transfer into a new classification without penalty.
- 608 Any bargaining unit member awarded the position shall need to successfully complete a 30 working day probationary period. During the 30 working day probationary period, the bargaining unit member or direct supervisor may determine the bargaining unit member is not meeting job expectations as described in the job description and may be returned to his/her former position.  
The bargaining unit member has the option to return to his/her former position at any time within the 30 day probationary period.
- 609 Upon his or her written request, the OAPSE president shall receive a copy of the list of current applicants for posted positions.
- 610 Jobs must be awarded within 30 days of posting and the posting may be extended if substantial circumstances warrant.
- 611 If the Board decides to hire summer help, bargaining unit members shall be considered, subject to the standards contained in section 604 above, when the member's regular employment period does not overlap the summer period and the member accepts the summer job's pay rate.

#### **ARTICLE 7 LAYOFF AND RECALL**

- 701 If the board determines it is necessary to reduce the number of bargaining unit members, the number of hours or the number of days in a job classification due to lack of funds, lack of work or increased efficiency, the following procedure will govern the reduction(s). The number of people affected by such a reduction in force shall be kept to a minimum, as much as possible, through attrition.
- 702 Whenever a reduction becomes necessary, affected bargaining unit members shall be laid off or their hours or days reduced according to classification seniority. Classification seniority is the total continuous years' service within the classification series. (However, should there have been a break in service with the school district, years of experience prior to the break in service shall not count.)
- 703 For the purpose of determining bumping rights, there shall be established seven (7) classification series as follows:

Series 1  
Food Services  
Cafeteria Managers  
Cooks  
Food Service Workers

Series 2  
Custodial\*  
Head Custodian  
Custodian  
\*If license is required, bargaining unit member must enroll in first available course to obtain license.

Series 3  
Maintenance  
Maintenance Technician  
Groundskeeper/Maintenance

Series 4  
Bus Drivers  
Bus Drivers  
Van Driver

Series 5  
Secretary

Series 6  
\*Special Education Aides  
\*Health Aides  
\*Library Technicians  
Substitute Caller  
Teacher Assistants  
Monitors  
Bus and Special Education Attendants

Series 7  
Mechanic  
Assistant Mechanic

\*No bumping between Special Education Aides and Library Technicians.

704 The Board of Education shall determine in which classifications the layoff or reduction(s) should occur and number of bargaining unit members to be laid off or number of hours or days to be reduced. Each affected bargaining unit member shall be given two weeks advance written notice stating the reasons and the effective date of intended layoff or reduction. A copy of this notice shall also be sent to the OAPSE President.

705 Bargaining unit members who have worked under contract in another classification and are laid off, may displace the least senior bargaining unit member in their former classification providing the following conditions are met:

- A. Bargaining unit member must have satisfactory experience in the former classification.
- B. Bargaining unit member must not have had a contract non-renewed from the former classification.
- C. The bargaining unit member must have more seniority in the former classification.
- D. The bargaining unit member must be willing to accept the pay scale of the former classification.

- 706 Any bargaining unit member affected by such a reduction, if qualified per the criteria contained in section 604 above, and not having worked under contract in another classification shall be granted bumping rights by displacing the least senior bargaining unit member in the same classification. Any bargaining unit member displaced from a classification may, if so qualified, displace the least senior bargaining unit member in the next lower classification in the classification series, seniority permitting.
- 707 If bumping within the classification or into another classification places the bargaining unit member in a position with less hours than their original position, the bargaining unit member may bump, seniority permitting, the least senior bargaining unit member in a position in the classification having the same number of hours, or if such position does not exist, a position having fewer hours, but closest to, the bargaining unit member's original position. Any bargaining unit member so bumped shall have the displacement rights spelled out in this Article.
- 708 A written notice shall be sent fourteen (14) days prior to the effective date of layoff stating the reason for layoff and bumping and reinstatement rights. The Union shall be provided a list of affected bargaining unit members, placed in chronological order according to their verified date of hire. At least 30 work days prior to any layoffs, the Employer shall meet with the Union to explain the reasons for the proposed reductions and to discuss possible alternative measures.
- 709 The administration shall prepare a reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before promotions are made or new bargaining unit member are hired in the affected classifications. A bargaining unit member offered reinstatement may decline to accept if the hours offered are less than hours regularly worked prior to the layoff. Any such bargaining unit member shall remain in his/her position on the recall list.
- 710 Vacancies which occur in the classification of layoff shall be offered to or declined by the most tenured bargaining unit member on the layoff list before the next person on the list may be considered. Bargaining unit members shall have ten (10) work days from the date of receipt to respond. Notification of acceptance or decline should be presented to the Administration in writing, however, failure to respond shall be considered refusal of position. It is the responsibility of the involved bargaining unit member to advise the Administration of an address where he/she can be reached. Any bargaining unit member who declines reinstatement shall be removed from the reinstatement list and the Board of Education shall have no further obligation to the bargaining unit member. A copy shall also be sent to the OAPSE President.

- 711 The bargaining unit member's name shall remain in the appropriate reinstatement list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such bargaining unit member shall retain all previous accumulated seniority and all rights related to salary and fringe benefits. Time spent on layoff shall not count as experience for seniority or salary purposes.
- 712 Any vacant positions which exist when a RIF is in effect shall first be posted for bid within the classification before initiating the procedures in 710.
- 713 Bargaining unit member who are reduced to a lower classification shall be placed on their same step in the new classification or one year above the same step if possible when the same step does not exist in the lower classification.
- 714 Any bargaining unit member who has been laid off and who is subsequently returned to a job classification lower than his/her previous job classification shall retain recall rights, for the duration of the recall period, to all vacancies occurring within his/her previous classification and lower classification within the job classification series provided that the bargaining unit member has previous job experience in that classification.

## **ARTICLE 8 PAYROLL AND ANNUITIES**

### **801 PAYROLL**

- A. All such payments shall be deducted from bargaining unit member's pay checks as per agreement with such bargaining unit member and shall be forwarded to the proper institution within five (5) work days after having been withheld unless payment is billing.
- B. All deductions shall be deducted uniformly from each paycheck except as otherwise specified.
- C. Anytime a deduction is missed due to a bargaining unit member's paycheck not being large enough to cover their deduction, the deduction will automatically rollover to the next time the deduction is to be made. If deductions still exceed the amount of the paycheck at the next deduction, the Treasurer's Office will contact the bargaining unit member for payment.
- D. Bargaining unit members will be paid every other week on Friday with not more than 26 pays in a contract year.
- E. Bargaining unit members shall have their paychecks deposited directly into the bank(s) of their choice by electronic transfer, on or

before the date of payday.

802 ANNUITIES

- A. Any new company must have a minimum of four (4) bargaining unit members in order to take advantage of payroll deductions.

803 OAPSE/PEOPLE (Ohio Association of Public School Employees/Public Employees Organized to Promote Legislative Equality)

- A. The Employer agrees to deduct from the wages of any bargaining unit member who is a member of the Union a PEOPLE deduction as provided by written authorization. Such authorization must be executed by the bargaining unit member and is continuous until revoked by the bargaining unit member at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each bargaining unit member from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

804 SERS PICK-UP

The Board agrees to pick-up (assume and pay) contributions to the School Employees Retirement System on behalf of the bargaining unit members at no additional cost to the Board as follows:

- A. The amount to be picked-up and paid on behalf of the bargaining unit member shall be equal to the amount of the required bargaining unit member contribution. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
- B. The pick-up percentage shall apply uniformly to all bargaining unit members.
- C. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick-up.
- D. The pick-up shall apply to all compensation including supplemental earnings.
- E. Should the Internal Revenue Service make a ruling which finds the above practice to be improper, this section of the Master Contract shall be modified as necessary to be in compliance with the ruling.

- F. This provision shall not decrease any salary amount used for early retirement incentive, retirement pay calculation, or severance pay.

## **ARTICLE 9 LEAVES**

### **901 SICK LEAVE**

- A. Each bargaining unit member shall be entitled to fifteen (15) days sick leave with pay each year, which shall be credited at the rate of one and one fourth (1 1/4) days per month. The maximum accumulation under this section shall be 278 days.
- B. All bargaining unit members covered under this agreement are protected under the Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
- C. All bargaining unit members may use sick leave, upon notification of the appropriate administrator for absence due to illness, exposure to contagious disease and illness or death in the bargaining unit member's immediate family.

Immediate family shall be defined as: Husband, wife, children, brother, sister, parents, grandparents or person who's past and present relations has placed said person in the immediate family category to include mother-in-law, father-in-law, brother-in-law, and sister-in-law.

- D. All bargaining unit members shall be permitted to use sick leave in 1/4, 1/2, 3/4 or full day segments.
- E. All bargaining unit members shall be permitted to use sick leave in the above segments for medical or dental appointments.
- F. Holidays occurring during any paid leave of absence shall not be deducted from the absent bargaining unit members accumulated days.
- G. Medical appointments shall be made outside of the bargaining unit member's regularly scheduled workday whenever possible.

### **902 Personal Leave**

- A. Three (3) days of personal leave shall be granted per year for the following reasons. Said personal leave shall not accumulate from

year to year nor shall it be deducted from the bargaining unit member's sick leave.

- (a) observance of religious holidays
  - (b) court appearance as litigant or witness
  - (c) attendance at graduation exercises for the bargaining unit member, his/her spouse, child, grandchild, member of his/her household
  - (d) attendance at the funeral of a close friend or relative specified under a sick leave listing
  - (e) marriage of a bargaining unit member, his/her parent, his/her child or grandchild
  - (f) Personal business responsibilities/reasons where notice is given to the building principal. Reasons may be requested by the administration and such request shall not be considered to invade the privacy of the individual. Under this section, leave shall not be requested for recreational purposes, for extending vacation, for gainful employment (except interviews), for all health situations which are covered by sick leave, or for avoidance of inservice days or parent/teacher conference days.
  - (g) emergency situation beyond the control of the bargaining unit member.
- B. Personal leave notification forms must be completed for any day used. The form must include a signed statement justifying that leave was used for one of the above-stated reasons. Notification should be given to the building principal forty-eight (48) hours in advance unless the circumstances make compliance impossible, in which case the principal shall be notified as soon as reasonably possible. Personal leave will not be granted on the day preceding or following a holiday or vacation except by reason of subsection (a) above or if the bargaining unit member is required to appear in court pursuant to a lawfully issued subpoena under subsection (b) above. Provided, however, that the Superintendent may, in his sole discretion, grant personal leave on the day preceding or following a holiday or vacation under subsection (g) above.
- C. The notification form is included hereto.
- D. Any OAPSE bargaining unit member who does not use personal leave in a year shall be granted one (1) additional sick leave day.

903 Assault Leave

- A. A bargaining unit member who is required to be absent without fault due to physical disability resulting from an assault which occurs in the course of board employment while on duty on school grounds during school hours or where required to be in attendance at a school sponsored function shall receive assault leave.
- B. Upon determination of eligibility by the Board, such leave shall be granted, not to exceed sixty (60) days, upon the bargaining unit member delivering to the Treasurer a signed statement on forms prescribed by the Board and provided to the assaulted bargaining unit member by the Treasurer upon request. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault and the willingness of the bargaining unit member to participate and cooperate with the Board in pursuing legal action against the assailant(s). The bargaining unit member also agrees to file a police report.
- C. If medical attention is required, the bargaining unit member shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
- D. Full payment for assault leave, less worker's compensation and any other financial remuneration shall not exceed the bargaining unit member's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer.
- E. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment.
- F. Upon exhausting assault leave, a bargaining unit member may use sick leave. If sick leave and the assault leave provided for herein become exhausted, the bargaining unit member may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the Board.
- G. Where the assaulted bargaining unit member becomes eligible for benefits under the SERS because of any disability or because of age, or where the bargaining unit member's employment by this district ceases, this leave provision shall no longer apply.

904 Ohio Association of Public School Employees Leave -  
See Section 404

905 Unpaid Leaves

Up to three (3) days per contract year of unpaid leave may be requested in writing to the immediate supervisor and Superintendent, with one month notice.

906 Child Care Leave

A. Notwithstanding a bargaining unit member's right to use sick leave due to pregnancy (until physicians release), a bargaining unit member may request and shall be granted unpaid child care leave of absence on the conditions set forth below:

- (a) If delivery of the child occurs on or prior to the end of the first semester of school, a child care leave shall be for the balance of the school year in which the delivery occurs, unless such leave is earlier terminated as hereinafter provided.
- (b) If delivery of the child occurs subsequent to the first semester, child care leave shall be for the balance of the school year in which delivery occurs. The superintendent will be notified by May 1st of the bargaining unit member's intent to return in the fall. Otherwise, the position will be filled.
- (c) Application may be made by the bargaining unit member on child care leave at any time during the school year and the bargaining unit member may be reinstated by mutual agreement. In any case, the bargaining unit member will be reinstated no later than the beginning of the next succeeding school year.
- (d) Upon return from approved child care leave, the bargaining unit member shall be entitled to reinstatement to the same position with the same contractual status which the bargaining unit member held prior to the leave or, if the bargaining unit member's position is no longer available, to a substantially equivalent position for which the bargaining unit member is qualified.

- (e) Where the group insurance permits, a bargaining unit member on child care leave may continue to participate in those benefits which are provided to other bargaining unit members by payment of the group rate for such benefits.
- (f) An bargaining unit member who adopts a child, provided the child is one year of age or less at the time of adoption, shall be entitled to child care leave under the conditions stated above.

907 Workers Compensation Leave

Any bargaining unit member who is injured on the job and is deemed eligible to receive workers' compensation will continue to receive all insurance benefits with the Board maintaining its share of the contributions for a maximum of nine (9) months.

908 Leave of Absence

Bargaining unit members may be granted, upon request, an unpaid leave of absence for educational purposes (at sole discretion of the superintendent) and shall be granted an unpaid leave of absence for illness or other disability upon request. Bargaining unit members are entitled to a maximum of two (2) years leave under this provision which must be applied for in increments not to exceed twelve (12) months.

909 Legal Leave

- A. A bargaining unit member who is absent due to school related problems requiring the bargaining unit member to appear in court hearings, investigations, etc., shall be granted the time off with full pay and no loss of personal or sick leave.
- B. A bargaining unit member shall be granted time off with full pay for jury duty, when subpoenaed as a witness and for a defendant in a legal action without loss of personal or sick leave.
- C. A bargaining unit member required to represent or subpoenaed as a witness for an arbitration, shall be granted leave with pay to attend.

910 Family Medical Leave

Qualified bargaining unit members shall be entitled to the mandatory provisions of the Family Medical Leave Act (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.

**ARTICLE 10 LONGEVITY**

1000 Longevity

- A. A noncumulative longevity allowance shall be granted to classified personnel for continuous service in the Louisville City School District. Said longevity allowance is as follows:
- B. A change in the number of hours of employment shall result in a change in longevity respectively.

Longevity pay shall be paid in one lump sum on the last pay period of the contract year.

Longevity	6-8 Hr.	3-6 Hr.	1-3 Hr.
5 Years	\$300	\$200	\$100
10 Years	\$400	\$300	\$150
15 Years	\$500	\$400	\$200
20 Years	\$700	\$500	\$250
25 Years	\$800	\$600	\$300
30 Years	\$1,000	\$800	\$400

**ARTICLE 11 – INSURANCE**

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

Coverage will be detailed and described in the plan booklet provided annually to all bargaining unit members and employees newly hired to bargaining unit positions.

Hospitalization

In order to be eligible for insurance, an employee must be contracted for at least 22.5 hours per week. (unless grandfathered – a grandfathered bargaining unit member pursuant to this article is a bargaining unit member who works less than 4 hours per day and was enrolled in health insurance prior to 8/16/07 or was enrolled after 8/15/07 due to a qualifying event prior to 11/1/07)\*

In addition, pursuant to the change in Article 11 from 20 to 22.5 hours per week to qualify for medical, dental or vision insurance, any bargaining unit member who currently is enrolled in medical, dental or vision insurance and works under 22.5 hours will remain eligible for medical, dental or vision insurance coverage at the rates listed. In effect, these employees are also "grandfathered" at the 50% rate with the effective date of the agreement, July 1, 2013.

- A. Board paid premiums are at the following rate:
  - 90 % for more than 7 hours per day
  - 75 % for 6 or more hours up to and including 7 hours per day
  - 50 % for 4.5 or more hours up to 6 hours per day
  - \* under 4.5 hours per day—not eligible for insurance (unless grandfathered at 25% Board-paid)
- B. The bargaining unit members' premium share will not exceed 110% of the previous year's premiums.
- C. Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his designee and the appropriate OAPSE Consultant to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the OAPSE Consultant.
- D. Health Insurance benefits shall be provided to bargaining unit members who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with SERS providing the participant pays 100% of the Board cost one (1) month in advance.

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

**Coverage Overview: See Plan Booklet for detailed coverage information**

**Medical**

#### A. Stark County Schools Council

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

#### B. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be consistent with those adopted by the COG.

#### C. Preferred Provider - Prescription Drugs

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

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be consistent with those adopted by the COG.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

D. Well Baby Care: \$1,000

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

F. Early Retirement Incentive

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

G. Specifications - PPO:

Maximum Benefits Unlimited

Deductible \$100/ individual  
\$200/family

Accumulation Period Calendar Year

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

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

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

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

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

Pre-Admission Certification – Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency

hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

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

### **Life Insurance**

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$44,000 for full-time, \$33,000 for 6-7 hours, \$22,000 up to 6 hours and \$11,000 under 4 hours for each employee.

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

### **Dental Insurance**

#### **Plan description (summary only):**

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

Lifetime maximum  
Orthodontia \$1200/per individual

**Section 125 - Tax Shelter**

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

**VISION**

**Specifications**

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

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

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

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

- 3) The allowance for medically necessary contact lenses will be paid only if:

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

Limitations and Exclusions:

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

Liability

- A. The parties agree and authorize the Board to purchase and pay the

premium per the above terms for all members of the bargaining unit now and hereafter employed. Purchase is subject to availability.

- B. If a settlement occurs in a negligence claim in which a bargaining unit member in the names party and the settlement is without the express written approval of the affected bargaining unit member, the settlement of the liability claim shall not be used by the Board and /or Administration as any detriment, reprisal, or blemish on the bargaining unit member's record. However, the out-of-court settlement does not negate the obligation of the Administration to evaluate the incident.

#### Deductions Missed

Anytime a deduction is missed due to an bargaining unit member's paycheck not being large enough to cover their deduction, the deduction will automatically rollover to the next time the deduction is to be made. If deductions still exceed the amount of the paycheck at the next deduction, the Treasurer's office will contact the bargaining unit member for payment.

### **ARTICLE 12 SEVERANCE PAY**

#### 1200 Severance

- A. A person employed by the Board of Education may elect, at the time of retirement from service under the School Employees' Retirement System Law, and with five (5) or more years of service to the Board, to be paid in cash at a rate of 25% of accumulated but unused sick leave credit to a maximum of 72 days.
- B. Payment for sick leave on this basis shall eliminate all sick leave credit accrued by the bargaining unit member. Such payment shall be made only once to any bargaining unit member.
- C. In the event of the death of a bargaining unit member, before his/her retirement, the severance pay he/she has accrued shall be awarded to the beneficiary listed on the Board paid life insurance policy.

### **ARTICLE 13 WORK WEEK**

1300 The work week shall consist of forty (40) hours, normally Monday through Friday. When sporting or other events are held on Saturdays or Sundays and require custodial services (determined by the immediate supervisor and/or building principal,) the least senior custodian in the building will be

required to adjust his/her work week to provide the necessary services unless other arrangements are agreed to by all parties involved (supervisor, custodians, principal). Other arrangements will mean that custodians agree to work Saturday sporting events in return for compensatory time off as per the conditions of Article 13 (overtime) or overtime pay. Clear communications of these arrangements shall be made to all affected parties as soon as practical but no later than 24 hours prior to the needed services. The groundskeeper's work week shall consist of forty (40) hours based upon a flexible schedule.

## **ARTICLE 14 OVERTIME**

### 1400 Overtime

Bargaining unit member hours under paid status, i.e. personal leave, sick leave, holidays shall be counted toward the calculation of overtime.

1401 Member of the bargaining unit shall be paid at the rate of one and one half (1 1/2) for all hours in paid status in excess of forty (40) hours per week.

1402 No bargaining unit member will be issued contracts which total more than forty (40) hours per week.

1403 Authorized work performed on Sundays shall be paid at the rate of time and one half (1 1/2) above forty (40) hours.

1404 Authorized work performed on holidays shall be paid at the rate of time and one half (1 1/2) plus holiday pay.

1405 Authorized work performed above forty (40) hours per week shall be paid at the rate of time and one half (1 1/2) or given compensatory time off at the rate of time and one half (1 1/2) and shall not exceed five (5) total compensatory days off per contract year. Compensatory time off is by mutual agreement of both parties.

1406 To be authorized, a bargaining unit member has to be contacted by, or contact one of the following in this order:

- A. Immediate Supervisor
- B. Building Supervisor
- C. Superintendent
- D. Assistant Superintendent

All compensatory and overtime forms must be completed and submitted to the bargaining unit member's immediate supervisor within three (3) work days of the "earned time" event.

This section does not exclude the option of giving compensatory time off.

This time off must be used within one year from the date earned. A form will be used for recording compensatory time with updated copies filed at the Superintendent's office. Compensatory time off must be requested at least forty-eight (48) hours in advance of the time/day desired. Compensatory time shall not be taken during the summer, nor during the two (2) weeks at the beginning or the two (2) weeks at the end of the school year. Overtime shall be offered by classification and building.

## **ARTICLE 15 HOLIDAYS**

### 1500 Holidays

- A. All 11 and 12 month bargaining unit members will be compensated for the following eleven (11) holidays:

**Independence Day	*New Year's Day
*Labor Day	*Martin Luther King Day
*Thanksgiving	President's Day
Day Following Thanksgiving	*Good Friday
Day Before Christmas	*Memorial Day
*Christmas Day	

\*\*Not a holiday for 10 or 10 1/2 month bargaining unit members.

\*All other contract bargaining unit members shall be compensated for (7) holidays.

- B. A bargaining unit member required to work on a holiday shall be paid time and one half (1 1/2) their regular rate of pay for all hours worked in addition to the holiday pay.
- C. Holiday work must be authorized in advance by the bargaining unit member's immediate supervisor.
- D. Any holiday which falls on Saturday or Sunday, is still to be considered as a paid holiday. In the event a paid holiday should fall on a Saturday, the preceding Friday shall be observed as a paid holiday. In the event a paid holiday should fall on a Sunday, the following Monday shall be observed as the paid holiday.
- E. Bargaining unit members must be in paid status the last scheduled work day before and after a holiday in order to receive pay for that holiday.

**ARTICLE 16 VACATION**

**1600 Vacations**

- A. All full time bargaining unit members shall be entitled to vacation leave with full pay excluding legal holidays as the schedule indicates as follows:

Over 120 days but less than 1 year -	1 WEEK
1 year and over	- 2 WEEKS
8 years but less than 16 years	- 3 WEEKS
16 years and over	- 4 WEEKS

Any part time 12 month bargaining unit member shall be pro-rated.

- B. In case of the death of a classified school bargaining unit member, the unused vacation leave to the credit of such bargaining unit member, shall be paid to the surviving spouse or other dependents. A classified bargaining unit member may carry over one (1) week of vacation time from one (1) year to another.
- C. For the purpose of this section, a full time bargaining unit member is a person who is under contract for not less than eleven (11) months of each calendar year.
- D. Permission must be granted from the Superintendent's office for scheduled vacation time.
- E. Vacation may be taken in one (1) day increments.
- F. At the beginning of the calendar year, bargaining unit members may submit a request for vacation to their supervisor. A maximum of one (1) person in each classification as listed in Article 2 classification 1-7 will be permitted vacation at any given time. Seniority shall prevail if two (2) or more bargaining unit members request the same week of vacation. Normally, vacation may be taken at any time during the calendar year other than when school is officially in session. However, two (2) weeks taken as full weeks or as individual days may be granted while school is in session providing that it is not before or after school breaks (summer, Christmas, Spring). Not more than one (1) custodian in the district may be on vacation while school is in session.

Personnel who do not schedule vacation at the beginning of the calendar year, must request vacation with a minimum of two (2) weeks notice to the supervisor of maintenance.

- G. Any days beyond the 260 contract days shall be granted as additional days off for 12 month bargaining unit members. The additional days granted shall be determined by the Superintendent and the Association President.
- H. When a bargaining unit member has previously worked in a classification which did not make the bargaining unit member eligible for vacation days and is subsequently assigned to a classification which earns vacation days; said bargaining unit member shall receive credit for each month actually worked in the previous assignment for the purpose of determining the number of vacation days. (I.E., five (5) years as cook; 5 times 9 equals 45 months; 45 months divided by 12 equals 3 3/4 years credit.)

## **ARTICLE 17 CALAMITY DAYS**

### 1700 Calamity Days

- A. Head custodians shall report to their regular assigned buildings, if possible, on days designated as Calamity Days. They shall check the buildings and all mechanical devices, etc. If the building is secure and no other bargaining unit members are present, the custodian may leave. He or she shall remain on call if needed for the remainder of his or her regular assigned shift. The head custodian shall be paid for any additional hours worked beyond the building check (1 hour) if the work has the prior approval of the custodian's responsible administrative superior.

Cafeteria Managers shall be paid for any additional hours worked beyond the building/cafeeteria check (1 hour) if the work has been approved by the appropriate supervisor.

- B. The head mechanic may be called to report to check buses if able to do so. If such is done beyond one (1) hour check, the head mechanic shall receive regular pay for additional hours worked beyond the check if work has the approval of the supervisor and Superintendent.
- C. Bargaining unit members reporting prior to a calamity day being called shall receive a minimum of one (1) hour report pay in addition to calamity pay and any other hours that the bargaining unit member is directed to work.

## **ARTICLE 18 MEETINGS**

### 1800 Meetings

- A. Bargaining unit members may be required to attend meetings other than during their regular work hours; however, said meetings will not aggregate beyond ninety (90) minutes per month and shall not exceed two (2) meetings per month during the contract year (school year). Such meetings shall be paid at a minimum of one (1) hour or their actual time whichever is greater, at the bargaining unit member's regular hourly rate.
- B. In addition, in-service meetings will be required during the contracted driving time for transportation bargaining unit members on parent-teacher conference days.

## **ARTICLE 19 TEMPORARY CLASSIFICATION**

### 1900 Temporary Classification

- A. If a regular contracted bargaining unit member performs a work assignment in a higher classification, the bargaining unit member shall receive the higher rate of pay after three (3) days of consecutive service for every day worked in that assignment.

## **ARTICLE 20 PAY DAYS**

### 2000 Pay Days

Any bargaining unit member who works in multiple job classifications in excess of four (4) or more hours per day shall be provided the option for payments over 26 pays. The treasurer must receive a request from the employee to exercise this option by May 1 in advance of the contract year.

## **ARTICLE 21 REPORT PAY**

### 2100 Report Pay

- A. The Board agrees that any time a bargaining unit member reports to work at its request, at a time not regularly scheduled, and work is not available, he shall be paid for one and one half (1 1/2) hours at his regular rate of pay.

- B. "As needed" positions will be limited to Special Education Attendants only. Special Education Attendants who report during regular contract time and work is not available, shall be offered work comparable to teacher aide/clerical/copying, etc. for the regularly scheduled hours. After 30 days of being provided comparable work, the special education attendant will be subject to Layoff/Recall provisions in Article 7.

## **ARTICLE 22 PERSONNEL FILES**

### 2200 Personnel Files

- A. Classified personnel shall have the opportunity to read and be provided a copy of any material concerning his/her conduct service, character or personality before it is placed in his/her official personnel file. It shall be dated the date of review. A member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/Her signature shall not indicate agreement with the content of the material, but indicates only that the material has been reviewed by the member. The Board shall keep and maintain a single personnel file on each bargaining unit member. He/She shall also have the opportunity to reply to such material in a written statement to be attached to the file copy.
- B. Members of the classified staff shall be informed of any complaint by a parent and/or student which is directed toward them and which will become a matter of record.
- C. Anonymous letters or materials shall not be placed in a member's file nor shall they be a matter of record. Each member shall have the right, upon request, to review the contents of his/her own personnel file in the presence of a member of the administrative staff. A representative of the union may, at the member's request, accompany said member in such a review.
- D. All materials being placed in the personnel file of any member shall be dated on the date it is received by the Superintendent's Office and a copy shall be provided to the member prior to insertion in the file.
- E. Classified members may make written objection to any information contained in the personnel file which is not accurate, relevant, complete, timely and identified as to source. Any written objection must be signed by the staff member and will become part of the member's personnel file.

## **ARTICLE 23 EVALUATION**

### **2300 Evaluation**

- A. All monitoring or observation of the work performance of a classified person will be conducted openly and with full knowledge of the person.
- B. Classified personnel shall be given a copy of any evaluation report prepared by their supervisor and shall be entitled to a conference within five (5) school days (while the classified person is in attendance) to discuss said report. No such report will be submitted to the Superintendent's office, placed in the person's personnel file, or otherwise acted upon without prior conference with the person. No classified person will be required to sign a blank, or incomplete evaluation form not written in ink. The signature of the classified person does not necessarily indicate the classified person agrees with the evaluation but is merely a recognition of the document.
- C. First year classified personnel shall be formally evaluated at least two (2) times before April 1.
- D. All other classified personnel in the system shall be formally evaluated at least one (1) time before April 1.

## **ARTICLE 24 MILEAGE REIMBURSEMENT**

### **2400 Mileage Reimbursement**

- A. All classified personnel shall be reimbursed for mileage at the current IRS rate when required to use their personal vehicle.

## **ARTICLE 25 JOB DESCRIPTION**

### **2500 Job Description**

- A. Upon request, the Association shall be furnished with a copy of the job description for each classification or any changes thereto covered under the terms of this agreement. Job Descriptions will be furnished to applicants during interviews and will also be available at the Superintendent's office.

## **ARTICLE 26 BARGAINING UNIT MEMBER'S CHILDREN**

### **2600 Bargaining Unit Member's Children**

- A. Children of a bargaining unit member who live in the district and attend an elementary building different from the one in which their parent is employed may have the option of attending their parent's building. Parents will provide transportation.
- B. Children who do not live in the district but have parents employed in the district may attend Louisville Schools with tuition waived. Parents will provide transportation.

## **ARTICLE 27 SMOKE FREE WORKPLACE**

### **2700 Smoke Free Workplace**

- A. Smoking or use of tobacco products is prohibited in district owned, leased or contracted buildings, grounds and/or vehicles. Bargaining unit members shall not smoke in the view of the public and/or students.

## **ARTICLE 28 TENURE IN SERVICE**

### **2800 Tenure in Service**

- A. The employment of every bargaining unit member, after he has successfully completed the one hundred eighty (180) days probationary period for his job, shall be continuous until he:
  - 1. Resigns
  - 2. Retires
  - 3. Is laid off in accordance with article 711 of the negotiated layoff policy
  - 4. Is discharged for cause

## **ARTICLE 29 WAGE SETTLEMENT, SALARY SCHEDULES, CLASSIFICATION PROVISIONS**

Each year of the contract,

- 2901 There shall be a salary freeze (0% increase) on the base and no step increase for each year of the contract - 2013-2014, 2014-15, 2015 2016. Longevity shall not be frozen and shall be paid as per Article 10.

2902      Credentialing- The Board shall appropriate for each contract year, \$2,500, to be paid to OAPSE bargaining unit members for licensing/fingerprinting expenses. Reimbursement will be subject to association approval and will be paid on a first come, first serve basis.

**2903 FULL TIME CUSTODIAL SCHEDULE (2080 HOURS)**

		<b>Head Custodian</b>		
<b>Exp.</b>	<b>Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
0	1	\$ 15.87		
1	2	\$ 16.47		
2	3	\$ 17.10		
3	4	\$ 17.74		
4	5	\$ 18.42		

		<b>Custodian</b>		
<b>Exp.</b>	<b>Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
0	1	\$ 14.91		
1	2	\$ 15.48		
2	3	\$ 16.06		
3	4	\$ 16.67		
4	5	\$ 17.30		

**A. BOILER LICENSE**

Boilers license course fees will be the responsibility of the Board of Education. Course may be taken on paid work time, if the time of course offerings cannot be arranged otherwise.

**B. NON-SCHEDULED REPORTING**

Custodians required to check buildings on non-scheduled work days, shall only check buildings. All other work that may be required will be given compensatory time; however, all time worked beyond the time required to check buildings must be approved by the custodian's responsible administrative superior. Custodian's work 7 3/4 hours per week day to make up for time spent on weekends with building checks.

The head custodian and building principal shall meet, as needed, to determine the schedule for custodians conducting weekend building checks.

If no other custodians are available or willing to conduct weekend building checks, the least senior custodian shall be assigned the building check.

**Maintenance Technician (2080 Hours)**

<b>Exp.</b>	<b>Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
0	1	\$ 16.78		
1	2	\$ 17.42		
2	3	\$ 18.08		
3	4	\$ 18.76		
4	5	\$ 19.47		

**Grounds Maintenance (2080 Hours)**

<b>Exp.</b>	<b>Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
0	1	\$ 13.22		
1	2	\$ 13.72		
2	3	\$ 14.24		
3	4	\$ 14.78		
4	5	\$ 15.34		

Maintenance Technician, Custodians and Grounds Maintenance bargaining unit members will receive \$150 at the end of each calendar year toward the purchase of shoes and uniforms when employed as of September 1. Bargaining unit members hired after that date during the first semester of the school year shall receive \$75 at the end of the school year.

**2904 FOOD SERVICE BARGAINING UNIT MEMBERS**

**A. UNIFORM BENEFITS**

Regular cafeteria bargaining unit members will receive \$150 at the end of each calendar year toward the purchase of shoes and uniforms when employed as of September 1. Bargaining unit members hired after that date during the first semester of the school year shall receive \$75 at the end of the school year.

**B. STIPENDS**

Cafeteria Managers - \$550

Cafeteria Managers shall be paid a \$550 stipend over and above their regular wages and shall be required to call and schedule substitutes for their absent kitchen employees.

**Cafeteria Manager (1528 Hours)**

<b>Exp.</b>	<b>Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
0	1	\$ 11.47		
1	2	\$ 11.90		
2	3	\$ 12.35		
3	4	\$ 12.82		
4	5	\$ 13.30		

\*184 regular days & 7 holidays @ 8 hours per day

**LUNCHROOM SALARY SCHEDULE**

**Cook**

<b>Exp.</b>	<b>Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
0	1	\$ 10.31		
1	2	\$ 10.70		
2	3	\$ 11.10		
3	4	\$ 11.52		
4	5	\$ 11.96		

**Food Service Worker \***

<b>Exp.</b>	<b>Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
0	1	\$ 10.11		
1	2	\$ 10.50		
2	3	\$ 10.89		
3	4	\$ 11.31		
4	5	\$ 11.73		

\*Food service worker is defined to be an individual who works fewer than five (5) hours per day.

\*\* Proctors assuming food service worker positions shall not be financially penalized and will maintain their seniority and rate of pay effective 2011.

**A. FOOD SERVICE BARGAINING UNIT MEMBERS**

Any and all additional mandatory inservice time will be turned in and paid on time sheets.

All additional mandatory inservice time will be scheduled during the adopted school calendar; unless adjustments are made by mutual agreement between the Association, Cook(s), and the Board of Education.

- B. Current Contract Language (CCL) will be maintained for Proctors through the 2009-10 and 2010-11 school years. Effective with the 2011-12 school year, proctors will be classified as "Food Service Workers" and be assigned a minimum work schedule of 3 hours.

**2905 MISCELLANEOUS CLASSIFIED**

**Bus Attendant (As Needed)**

Exp.	Step	2013-14	2014-15	2015-16
0	1	\$ 9.77		
1	2	\$ 10.14		
2	3	\$ 10.52		
3	4	\$ 10.92		
4	5	\$ 11.33		

**Library Technician**

Exp.	Step	2013-14	2014-15	2015-16
0	1	\$ 10.44		
1	2	\$ 10.84		
2	3	\$ 11.25		
3	4	\$ 11.67		
4	5	\$ 12.12		

**Substitute Caller**

Exp.	Step	2013-14	2014-15	2015-16
0	1	\$ 10.61		
1	2	\$ 11.01		
2	3	\$ 11.43		
3	4	\$ 11.86		
4	5	\$ 12.31		

**Teacher Assistant**

Exp.	Step	2013-14	2014-15	2015-16
0	1	\$ 10.67		
1	2	\$ 11.07		
2	3	\$ 11.49		
3	4	\$ 11.92		
4	5	\$ 12.37		

**Van Driver**

<b>Exp.</b>	<b>Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
0	1	\$ 11.72		
1	2	\$ 12.16		
2	3	\$ 12.62		
3	4	\$ 13.10		
4	5	\$ 13.59		

**2906 MONITORS, ATTENDANTS (NON-BUS), - (1496 HOURS = FULL TIME BARGAINING UNIT MEMBER)**

**Monitors, Attendants (non-bus)  
(1496 = Full Time Bargaining unit member)**

<b>Exp.</b>	<b>Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
0	1	\$ 10.35		
1	2	\$ 10.74		
2	3	\$ 11.14		
3	4	\$ 11.56		
4	5	\$ 12.00		

**Special Education Aides/Health Aides**

<b>Exp.</b>	<b>Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
0	1	\$ 10.67		
1	2	\$ 11.07		
2	3	\$ 11.49		
3	4	\$ 11.92		
4	5	\$ 12.37		

In addition, inservice meetings will be required during this contracted time on parent/teacher conference days.

180 days & 7 holidays

**2907 SECRETARIES**

**12 Month Secretary (260 Days, 2080 Hours)**

**10 1/2 Month Secretary \*\* (224 Days, 1792 Hours)**

**10 Month Secretary \* (214 Days, 1712 Hours)**

**Secretary**

<b>Exp.</b>	<b>Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
0	1	\$ 13.06		
1	2	\$ 13.55		
2	3	\$ 14.07		
3	4	\$ 14.60		
4	5	\$ 15.15		

\* 184 teacher days + 20 extended service + 10 holidays

\*\*184 teacher days + 30 extended service + 10 holidays

1712 hour secretary - 10 days before the first day for teachers and 10 days after the last day for teachers.

1792 hour secretary - 15 days before the first day for teachers and 15 days after the last day for teachers.

**A. CHRISTMAS AND EASTER VACATIONS**

(1712 hour and 1792 hour Secretaries only)

Do not work during Christmas and Easter vacations when school is not in session.

**B. CASHIER**

All elementary secretaries with the assignment of cashier shall receive \$500 annually over and above their wages and shall be provided 15 minutes during their work shift to make bank deposits.

The principal's secretary at the middle school, high school, high school cashier (secretary) and athletic director's secretary shall receive \$650 annually over and above their wages for the assignment of accounting and depositing of funds. Each shall be provided 15 minutes daily during their work shift when required to make any necessary deposits.

There shall be no mileage paid for travel for bank deposits. The treasurer will provide written instructions for the accounting and depositing of all funds.

## **2908 TRANSPORTATION BARGAINING UNIT MEMBERS**

### **Bus Drivers (748 Hours)**

			<b>Bus Driver (748 Hours)</b>		
<b>Exp.</b>	<b>Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	
0	1	\$ 15.90			
1	2	\$ 16.50			
2	3	\$ 17.13			
3	4	\$ 17.77			
4	5	\$ 18.45			

180 days + 7 holidays @ 4 hours per day (minimum)  
In addition, inservice meetings will be required during this contracted time on parent/teacher conference days

#### **DEFINITIONS**

**Run** - a run is established to either pick up or drop off students in either the AM or PM, for regular school, on a regular basis, to and/or from Louisville City Schools.

**Route** - a route consists of an AM and PM run, that is established to consistently pick up and/or drop off students for/from Louisville City Schools.

**Extra Run** - runs established on a consistent basis to transport students to and/or from school other than Louisville City Schools.

**Extra Trips** - These are trips, other than regular runs or extra runs that are Board authorized and or sponsored events with students being transported to and or from these events.

**Week** - For the purpose of this article (extra trips) a week shall be defined from Sunday to Saturday.

**Driver Availability** - Driver availability for the purpose of extra trips shall be any driver that is NOT working for the Louisville School System at the time the trip is to be run.

**Emergency Trip** - "emergency trip" means when the scheduled driver reports off six (6) hours or less before the scheduled run or when a bus breaks down while on an extra-trip.

**Chronological order** - Trips shall be posted and assigned according to the date and time the trip is to start. (Example: an extra trip

starting Monday at 9:00 a.m. shall be assigned before a trip starting at 10:00 a.m. or on the following day. If more than one trip or bus(es) is scheduled for the same start time, the trip with the earliest return time shall follow by the next earliest return time).

- A. 4 hours will be paid for full time drivers regardless of time of run when the normal time of run does not exceed 4 hours. 2 hours will be paid for half time drivers regardless of time of run when the normal time of run does not exceed 2 hours.
- B. Special education run (Canton) will be paid on an hourly basis at the appropriate step.
- C. Due to the calendar differences between parochial, special and vocational schools with Louisville Public Schools, four (4) hour runs may be divided into two (2) two (2) hour runs, according to the calendar change, and these runs shall constitute 180 days. However, under this paragraph, anything over the 720 contracted hours shall be paid.

All routes will be bid during the summer, before school starts, so that senior drivers may choose not to take the parochial or vocational routes.

- D. Physical Examinations - The Board pays 100% of the cost of the mandatory physical examination when it is performed by a Board designated physician.
- E. Bidding Routes - All routes will be bid by classification seniority, prior to the start of every school year prior to August 2012. Bidding will take place a minimum of two (2) work days before the earliest school begins. At this time, drivers will bid their bus route, drive their new bus route, and fuel their bus. This bid day will be charged as a required in-service day. If a driver cannot make their appointed bid time, they can appoint a representative, in writing to the transportation supervisor, to select for them. After routes are bid, they can only be changed after reviewing input from the drivers involved and a neutral third party. No route bidding will be done over the telephone or computer. If a driver does not make their appointed time and has not designated in writing a person to bid for them, then their name will be placed last on the bidding order.

From August 2014 forward, routes will be bid on according to classification seniority once every three (3) years prior to the start of each affected school year. Each driver shall remain assigned to the same route for the entire duration of three (3) years. All other bidding procedure shall remain the same.

The routes for the 2013-14 school year shall be bid in August 2013

for one (1) year, 2013-14.

- F. Filling vacancies or newly created runs - If a vacancy or newly created run occurs the first and second vacancy caused by that opening will be posted and filled by the most senior driver who bids on the route. The third vacancy caused by that same opening will be filled by the transportation supervisor. All such routes will be posted for five (5) working days. Seniority for bidding bus routes will be determined by continuous working days. Seniority for bidding bus routes will be determined by continuous classification seniority, without any interruptions.

- G. Extra trips -  
Drivers must be notified 48 hours prior to the trip date or no charge will be made for the refusal.

Extra trips shall be paid at the drivers regular hourly rate of pay for a minimum of three (3) hours - or actual driving time whichever is the greater, and 60% of the driver's regular rate of pay for each hour thereafter (non-driving time) from portal to portal.

Drivers will not be denied extra trips provided they are available at trip departure time. Regular drivers are obligated first to their regular contracts. All pays for extra trips shall have an explanation enclosed with the check.

There will be a sign up sheet the day the routes are bid for extra trips. Those wishing to take extra trips shall sign the sheet. A copy of this sign up sheet will be given to the OAPSE President.

For the purpose of extra trips, drivers' hours will be 6:45 - 8:45 A.M. and 1:45 - 3:45 and drivers may not charge hours to trips before the 8:45 A.M. or 3:45 P.M. times. However, the extra trip pay will remain the same, and will start after the 8:45 or 3:45 times. Drivers will not be denied extra trips provided they are available at trip departure time. Regular drivers are obligated first to their regular contracts.

However, regular drivers shall receive preference over substitute drivers for extra trips when available and practical.

#### Posting Extra Trips -

The Transportation Director shall post and maintain an extra trip roster. This roster will be available in the drivers' room. It shall list all drivers wishing to take extra trips by classification seniority. It shall also list all the trips to be run in a chronological order as they are to be run. Trips will be distributed on Wednesdays before 9:00 a.m. for the next week. The distribution notice will include date, group to be transported, destination, approximate leave time and

return time and If appropriate approval for an unscheduled stop. A summary of the accumulated totals from the rotation distribution list effective the first school day to the last school day shall be posted on the driver's bulletin board by Monday morning.

Drivers will be assigned to extra trips as per the extra trip roster. The driver will have until Thursday at 3:00 p.m. to submit an acceptance or a refusal which will be counted against the driver if available as a trip taken. If refused after acceptance during the week of the scheduled trip, the driver will be charged for that trip and their next spot rotation. Also after working through the seniority rotation, trips will be assigned strictly by trips (if tie, then seniority will determine). If the driver is unavailable and a day trip comes up, they will be skipped and given the next trip for which they are available. Trips cancelled other than by the driver will cause the driver to go to the top of the list for the next scheduled trip. If no driver accepts the trip from the distribution list, said trip may be assigned strictly by trips (if tie, then seniority will determine). The cancelled trip will not be charged against them.

If a trip comes in after they are posted (Wednesday, 9:00 a.m.), the Transportation Director will select the next available driver from the rotation list.

In the event of an emergency trip, the administration will have the discretion to assign any available driver or substitute, adhering to the seniority list whenever possible. If no bargaining unit member accepts the emergency trip, the least senior bargaining unit

member who is on the extra trip list will be assigned and required to take the trip unless a substitute can be obtained.

Drivers are not permitted to leave the site of a trip without teacher or coach approval.

Extra Trip roster shall be maintained from the first day of the Louisville school year through the end of the school year. A summer roster shall be maintained from the last day of school to the first of school for Louisville. This shall rotate as per 2909G. All rosters shall be available for review for a full year from the date the trip is run. The building representative designee shall have access to all documentation, for the purpose of verifying records.

Actual time of extra trips shall include mandatory safety check and/or cleaning when necessary. (Cleaning is not to exceed fifteen (15) minutes.)

Drivers mandatory meetings will be held quarterly to review extra trip process and for inservice updates.

Drivers must check own boxes daily.

- H. If a regular driver drives extra, other than extra trips he/she will be paid their regular driving rate.
- I. Definition of a substitute driver: A bargaining unit member who is filling in for an absent contracted bargaining unit member.
- J. Overnight Trips: Drivers will be paid at regular rate for driving time and 40% of regular rate for remainder of trip time; however, in no event shall the total paid time exceed sixteen (16) hours per day.

The Board will provide lodging on overnight trips. Drivers will be reimbursed for meals to a maximum of \$40 per day (receipts to be turned in).

Drivers will not be paid for their regular route while on overnight trips.

A separate "overnight extra trip roster" will be created which shall adhere to 2909G. This roster shall follow the procedures according to Section (G) (Posting extra trips). All overnight trips shall be assigned and rotated accordingly.

- K. Split Trips: On extra trips that are split, a minimum of one and one half (1 1/2) hours will be paid at the regular rate for each part of the split. However, when a driver goes directly from his regular route to an extra trip, the one and one half (1 1/2) hour minimum does not apply. Note: the one and one half (1 1/2) hours minimum for split trips is consideration for a driver needing to come from home, etc., to the garage for one-half of an extra trip.

Split trips will be confined to athletic events inside Stark County. Before leaving the trip site, the driver must contact person in charge to confirm a return time for second half of the trip.

- L. Canceled Trips: When a driver reports to duty for an assigned extra trip and the trip is canceled without proper notification to the driver, the driver will be paid for a minimum of one and one half (1 1/2) hours of driving time at the regular rate.
- M. All extra trips shall have a coach or chaperone on the bus.
- N. Driver's Licenses/renewals, recertification fees and/or training shall be paid by the Board of Education at a total not to exceed \$50.00 per year and must be verified by the Transportation Director (receipts).
- O. Training and recertifying drivers - stipends. For a person certified

to train new drivers for their CDL, a stipend of \$100 per driver shall be paid. For a person certified to recertify drivers, a stipend of \$40 per driver will be paid. Training or recertifying drivers will be done on non-contract time of the trainer.

- P. Pay for extra trips shall be included in the driver's regular paycheck and all deductions and fringe benefits included.
- Q. Cancellation for assigned and accepted extra trips need returned to the Transportation Supervisor immediately.
- R. **Non Day-to-Day Bus Cleaning**  
Before being turned in at the end of the school year, all buses shall have been cleaned by the driver, (sweep and dump trash). Drivers may be requested to assist in further cleaning of the bus prior to inspection. If so requested, the driver shall be compensated at his/her normal rate of pay for the time worked, not to exceed two hours.

**Head Mechanic (2080 Hours)**

<b>Exp.</b>	<b>Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
0	1	\$ 16.76		
1	2	\$ 17.39		
2	3	\$ 18.05		
3	4	\$ 18.73		
4	5	\$ 19.44		

**Assistant Mechanic**

<b>Exp.</b>	<b>Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
0	1	\$ 14.94		
1	2	\$ 15.50		
2	3	\$ 16.09		
3	4	\$ 16.70		
4	5	\$ 17.33		

**A. Non-Scheduled Reporting**

When a mechanic is called out to work after his eight (8) hour shift is finished, he shall be paid a minimum of one (1) hour at time and a half and shall remain on duty for the full hour.

## **2909 DELAYED STARTS**

Drivers shall be expected to drive their regular routes on days of delayed school starts rather than drive extra trips.

## **2910 INSERVICE MEETINGS**

Inservice meetings may be scheduled up to four times during the school year for up to 2 hours per meeting. Bargaining unit members required to attend such meetings will be paid their regular hourly rate for attending these meetings. A minimum of two weeks notice of such meetings will be given when possible.

## **ARTICLE 30 DRUG AND ALCOHOL TESTING**

### **3000 Drug and Alcohol Testing Policy**

In compliance with the rules and regulations established under the Omnibus Transportation Employees Testing Act of 1991 and all other Federal and State mandates, the Louisville City School District will implement a drug and alcohol testing program for all regular transportation bargaining unit members and substitutes who are required to hold a CDL license. All bargaining unit members subject to this policy remain subject to all other policies, laws, and/or regulations regarding the use and/or possession of alcohol and controlled substances in the workplace (as included in the Drug and Alcohol Testing Policy Handbook).

Drug/alcohol usage is recognized as a serious societal problem. In the best interest of the safety and welfare of the students and bargaining unit members of the district, that drug/alcohol usage in violation of this and other board policies, shall not be condoned by or for the bargaining unit members of the Louisville City School District.

The drug/alcohol testing requirements of this policy shall include district bargaining unit members who hold and use a CDL and engage in safety-sensitive functions as part of their employment. For the purposes of pre-employment/pre-duty testing, the term bargaining unit member also includes a person applying to the district to drive a school vehicle as a regular or substitute bargaining unit member.

#### **Required Drug/Alcohol Tests**

The Department of Transportation regulations require that the school district institute the drug/alcohol testing requirements at the following times:

A. Pre-employment Testing

As part of the pre-employment screening process, a candidate for a Transportation Department position requiring a CDL will undergo a drug and alcohol test which meets all Federal standards. The employment candidate must successfully pass both tests before the Board of Education will consider an employment recommendation. Exceptions to this regulation can be made if the employment candidate has 1) participated in a drug testing program that meets the regulations requirements within the previous thirty days; 2) while participating in that program, the driver was either tested for controlled substances within the past six months or the driver participated in a random controlled substances testing program for the previous twelve months; or 3) the district ensures that no previous employer of the driver of whom the district has knowledge has records of a violation of the Omnibus Act and its regulations within the previous six months. No prospective applicant for a bus driver position may be hired to perform a safety-sensitive function unless he or she has been administered an alcohol concentration test with a BAC of 0.04 or less. Administration of the test may occur any time prior to the performance of a safety-sensitive function.

B. Post-Accident Testing

The school district is required to administer a drug and alcohol test when a bus driver is in an accident resulting in (1) a fatality; (2) bargaining unit member being cited; (3) bodily injury to person who immediately receives medical treatment away from the accident; (4) one or more vehicles being disabled and must be towed from the scene. As soon as practical but within no less than two hours after the accident, the surviving driver shall be tested for alcohol concentration. Drug testing must be conducted within thirty two hours after the time of the accident and no controlled substance test can be administered after thirty two hours.

If the driver leaves the scene of the accident before testing takes place or fails to remain available for testing, the district can deem that the bargaining unit member refused to submit to the test. Refusal to submit is treated as if the result of the test had been positive for drugs or an alcohol test of 0.04 or greater. On-site police or public safety officials may administer drug/alcohol tests in lieu of the district as long as these tests meet the federal regulations.

C. Random Testing

The district is required to administer unannounced drug/alcohol testing on a random basis. A valid method will be used for the random selection process. Alcohol testing will occur just before, during or after the CDL driver engages in a safety sensitive function. A driver may be randomly tested for controlled substances immediately before, during or immediately following their regular work time. The random testing must be done each year involving no less than 50% of the Transportation bargaining unit members with CDL's for drugs and 25% for alcohol.

Any CDL bargaining unit member selected for testing will be informed of this selection by the immediate supervisor or designee and shall depart for the approved testing laboratory for testing at the time designated by the supervisor. If the bargaining unit member is not available for testing on that day due to field trips, absence or for another legitimate reason, the selection shall be kept confidential and the bargaining unit member shall be tested at the next available testing interval. A bargaining unit member who refuses to undergo the random alcohol and drug testing with the time period designated by the supervisor will be subject to disciplinary action up to and including termination.

Any CDL bargaining unit member selected for random testing outside of the regular route time will be compensated for one hour at their hourly rate of pay or at their overtime rate if applicable.

D. Reasonable Suspicion Testing.

When there is "reasonable suspicion" that a driver has violated the prohibition of controlled substance or alcohol misuse, the district will require a drug and/or alcohol test. A supervisor can determine reasonable suspicion and must document the grounds for reasonable suspicion within twenty-four hours of the observed behavior or before the results of the test are released, whichever is later. The supervisor must base his/her determination that reasonable suspicion exists to require a driver to undergo drug and/or alcohol testing on specific, articulable observations concerning the appearance, behavior, speech, or body odors of the bargaining unit member. The observations may include indications of chronic drug or alcohol use and/or withdrawal effects of controlled substances. The supervisor designated to determine whether a reasonable suspicion exists to require a driver to undergo testing must have received at least sixty minutes of training on alcohol misuse and a minimum of sixty minutes of training on controlled substance use and this training must include

the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

E. Return to Duty Testing

If the district permits the bargaining unit member to return to duty following a violation of the drug/alcohol prohibitions, the district will require a driver to submit to a return to duty test. The results must indicate a negative result for drug abuse or a result of 0.02 or less on an alcohol test. The bargaining unit member must meet the certification requirements for bus drivers under the Ohio Administrative Code and comply with the recommendations of a substance abuse professional (SAP), if an SAP is involved.

F. Follow-Up Testing

If a substance abuse professional (SAP) determines that a driver needs assistance resolving problems related to drug/alcohol use, the district will implement unannounced follow-up testing following the driver's return to duty. The number and frequency of the tests will be determined jointly between the district and the SAP, but must consist of at least six (6) unannounced tests during the first twelve months following the driver's return to duty. Based upon the recommendation of the SAP, follow-up testing may be done for up to forty-eight (48) months following the bargaining unit member's return to duty.

First Offense

Bargaining unit members will minimally be suspended without pay until a negative return to duty test result is obtained. The bargaining unit member will be required to enroll in a rehabilitation treatment program if a substance abuse professional (SAP) indicates such. If the SAP recommends an alcohol/substance abuse treatment program, the bargaining unit member may use accrued sick leave in accordance with Article 8, Section 801. If sick leave is exhausted, the bargaining unit member shall use earned vacation time. If accrued sick leave and any earned vacation leave are exhausted, the bargaining unit member shall be placed on a leave of absence in accordance with Article 8, Section 808 of the negotiated agreement.

The district will advise a driver who engages in conduct prohibited by either the alcohol or controlled substance provisions of this policy of the available resources for evaluation and treatment of alcohol/drug abuse problems. The school district is not obligated to advise a driver of evaluation and treatment available if he/she refuses to submit to or fails a pre-employment test. The district will provide the bargaining unit member who engaged in prohibited

conduct with the names, addresses and telephone numbers of substance abuse professionals (SAPs) counseling centers and treatment programs. Any cost related to consultation with the SAP, rehabilitation and follow-up treatment not covered by the bargaining unit member's insurance, if any, shall be the bargaining unit member's responsibility. The bargaining unit member may be subject to discipline, up to and including termination. Nothing in this policy prohibits the Administration from recommending suspension or termination upon the first offense.

It is the responsibility of the SAP to evaluate each driver who violates these rules to determine whether the driver needs assistance resolving problems associated with alcohol/drug abuse and refer the driver for any necessary treatments. Before returning to duty after a violation, each driver must undergo an applicable alcohol or controlled substance test with a result of less than 0.02 alcohol concentration and/or a verified negative drug test result. The driver must also meet all certification requirements under the Ohio Administrative Code.

#### Second Offense

Any bargaining unit member who tests positive on a second drug/alcohol test will be subject to disciplinary suspension up to thirty days or termination. If the bargaining unit member is not terminated, the bargaining unit member shall be subject to all provisions as set forth under the first offense. If the bargaining unit member is permitted to return to duty, the bargaining unit member will be transferred to a non-safety sensitive position, if one is vacant and such a transfer is not a contract violation. The bargaining unit member would receive the rate of pay for such a position. If there is no vacant position, the bargaining unit member shall use earned vacation time and or earned compensation time or be placed on leave under Article 8, Section 808.0

#### Additional Information

A driver who violates the terms of this policy and fails to satisfactorily participate in a rehabilitation program or who has had multiple violations of this policy shall be suspended or terminated in accordance with the negotiated agreement and the law.

The district will implement confidentiality procedures for all drug and alcohol testing results and record maintenance. Records will be placed in a secured access location within the district. Strict confidentiality must be observed by the district, the testing laboratory and the medical review officer (MRO). Only school officials who are directly involved in matters related to this policy

will have access to records. Test results will not be released to others without the express written consent of the driver.

When a supervisor determines reasonable suspicion exists to require testing, the supervisor shall order the testing and inquire of the bargaining unit member whether the bargaining unit member wishes to have a Union representative notified of the testing. If the bargaining unit member requests the supervisor to notify a Union representative of the testing, the supervisor shall also provide the Union representative the supervisor's documentation of the grounds for the reasonable suspicion as soon as it becomes available. The Administration shall make every effort to have a Union representative available as long as there is no delay in the necessary testing procedure. The representative will be released from duty without imposing a burden upon other bargaining unit members and without cost to the district. The Administration's decision shall be made in good faith and shall not be grievable.

The Louisville City Schools Board of Education shall pay for all drug/alcohol testing.

The Louisville City School District will contract with an appropriate provider to provide all services related to the implementation of the district's drug/alcohol testing policy. These services will be in full compliance with the rules and regulations in the Omnibus Transportation Employee Testing Act of 1991 and any related federal and/or state laws.

The provider will be responsible to ensure that all apparatus and procedures meet all Federal guidelines and comply with the school district's drug/alcohol testing policy.

## **ARTICLE 31 DISTRIBUTION OF AGREEMENT**

### **3100 Distribution of Agreement**

- A. The Board shall provide the final written contract approved and signed by both parties. The Board of Education shall in a timely fashion provide the union with enough copies for each bargaining unit member. Each newly hired bargaining unit member shall be given a copy of the Negotiated agreement by management, before first day worked. The Board shall make available printing or duplicating equipment and paper, without charge, for the publication of the Agreement. An electronic editable copy shall be provided to the union.

**ARTICLE 32 DURATION**

The provisions of this agreement shall remain in force and effective from July 1, 2013 until June 30, 2016 or until such time thereafter as modified by agreement of the parties.

**LOUISVILLE CHAPTER O.A.P.S.E.      LOUISVILLE BOARD OF EDUCATION**

<u>IS Bandler</u>	<u>5-10-13</u>	<u>Cheryl Shepherd</u>	<u>5-16-13</u>
OAPSE President	Date	Board President	Date
<u>Stephan M. Grange</u>	<u>5-14-13</u>	<u>Jo</u>	<u>5/15/13</u>
OAPSE Vice President	Date	Treasurer	Date
<u>Nanette Johnson</u>	<u>6/4/13</u>	<u>DAJL</u>	<u>5/16/13</u>
OAPSE Field Rep.	Date	Superintendent	Date
_____	Date	_____	Date
_____	Date	_____	Date

**Louisville City Schools Leave Form**

Appendix A

Name \_\_\_\_\_

School \_\_\_\_\_

**EXTENDED LEAVES ONLY:**

Date(s) of Leave \_\_\_\_\_ Number of Days \_\_\_\_\_

Sabbatical Leave, Assault Leave, Professional Organization Leave, Child Care Leave, and Extended Illness Leave (Attach Documentation)

**ALL OTHER LEAVES:**

For sick leave and personal leave please check applicable line.  
For all leaves put date in block with code of leave used.

Code

**SL** Sick Leave (check reason for using sick leave)

- Personal illness or injury
- Pregnancy
- Exposure to contagious disease
- Illness, injury, or death in the immediate family

**PL** Personal Leave (check reason for using personal leave)  Observance of religious Holiday (see master contract)  Court appearance (see master contract)

- Attendance at graduation (see master contract)
- Attendance at funeral (see master contract)
- Marriage (see master contract)
- Emergency situation (see master contract)
- Personal business responsibilities (see master contract)

Bargaining unit members initials signify compliance

**PR** Professional Leave

**VA** Vacation

**LL** Legal Leave  
(attach notice or subpoena)

**UN** Unexcused  
If medical attention was obtained while on leave, the name and address of the attending physician must be listed below.

DATE	CODE	DATE	CODE
M		M	
T		T	
W		W	
TO		TO	
F		F	

DOCTOR'S NAME

DOCTOR'S ADDRESS

BARGAINING UNIT MEMBER SIGNATURE

DATE

Supervisor

APPROVED / DISAPPROVED

Date \_\_\_\_\_ A D

Superintendent

Date \_\_\_\_\_ A D

GRIEVANCE PROCEDURE FORM

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

Home Address \_\_\_\_\_ Telephone No. \_\_\_\_\_

School \_\_\_\_\_ Position \_\_\_\_\_

Date(s) of Alleged Violations(s) \_\_\_\_\_

1. State concisely the specific section of the agreement that you feel has been violated, misinterpreted, or misapplied.

2. Describe concisely, the incident(s) which you feel constitutes your grievance, including the relationship of this incident to the provision of this agreement.

3. Action Requested.

Grievance prepared by \_\_\_\_\_ Date \_\_\_\_\_  
(signature)

Grievance received by \_\_\_\_\_ Date \_\_\_\_\_  
(signature)

**Classified Hiring Chart Based on Section 604 of LCS/OAPSE Negotiated Agreement**

Position \_\_\_\_\_ Date \_\_\_\_\_

Applicant \_\_\_\_\_ Interviewers \_\_\_\_\_

Criteria	Detail	25 Points	20 Points	15 Points	10 Points	5 Points	0 Points	Total Points Possible	Total Points Received
Education	Reference Job Description for minimum requirements					Meets Educational Requirements of the Position	Does NOT Meet Educational Requirements of the Position	5	
License Requirements	Examples include CDL, ParaPro, etc. If no licenses are required in Job Description award 10 points.  (If license is not in place at time of employment, then hiree will return to previous job.)				Has (or can obtain) any required licenses as outlined in the job description		Does not have required licenses for the position	10	
Attendance	Attendance points are based on the previous 12 months. Use the absence rate which is calculated by dividing the number of occurrences <sup>1</sup> by the number of contracted day.	2% or less	More than 2% up to 4%	More than 4% up to 6%	More than 6% up to 9%	More than 9% up to 10%	More than 10%	25	
Demonstrable Skills	Based on written or performance assessment for each position. Bus drivers with CDL and school bus endorsement receive all 15 points.			100-90% Accuracy/ Success	89-80% Accuracy/ Success	79-70% Accuracy/ Success	Less than 70% Accuracy/ Success	15	
								<b>Subtotal for Page 1</b>	

<sup>1</sup> – A significant illness will count as one occurrence provided a doctor’s note is submitted for an absence of 2 days or more.

Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

Criteria	Detail	25 Points	20 Points	15 Points	10 Points	5 Points	0 Points	Total Points Possible	Total Points Received
Evaluation	Based on number of "Needs Improvement" recorded on last evaluation.		0-1	2-3	4-5	6-7	More than 7	20	
Work History/ Employee File	Consider Letters of Accommodations/Reprimand, Attendance in Previous Years and Previous Evaluations.			Excellent	Good	Fair	Poor	15	
Interview	Interview Score Previous Work Experience Professional Presentation Job Related Skills				Good	Fair	Poor	10	
<b>Rationale for Work History/Employee File and Interview Scoring:</b>								Subtotal of Points	
								*If applicant does not have 75 points, they will not be considered for the position.	
Longevity	Additional points based on number of continuous years of service to the district.	5 to 10 Years	More Than 10 Years up to 15 Years	More Than 15 Years up to 20 Years	More Than 20 Years up to 25 Years	Over 25 Years		Up to 10	
		2 Points	4 Points	6 Points	8 Points	10 Points			
								Total of Points	

**Memorandum of Understanding**

**The parties agree to the following in detailing the responsibilities and compensation for bargaining unit members required to report for work when the district announces a "two hour delay" schedule due to calamity/weather.**

The following staff are required to report to work as close to their normal work time as possible:

Maintenance, Groundskeeper, Head Mechanic, Mechanic, Head Custodians, Secretaries, Cafeteria Managers, Cooks and Food Service Workers who are required to report to work before 7:30 AM.

Bargaining unit members required to report to work shall be compensated with one additional hour of paid calamity time. If food service personnel work on a calamity day, they shall be paid in the same manner as maintenance personnel.

If bargaining unit members do not report within one hour of their assigned starting time, missed time shall be counted as personal leave (if no personal leave time is available, then hours may be docked).

**On behalf of OAPSE Local 456**

**On Behalf of the Board**

JS Bandh 6-14-13

[Signature] 6/14/13

**OAPSE President**

**Superintendent**

Christine Unkyer 6-14-13

Christine Unkyer 6/14/13

**Witness**

**Witness**