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MASTER AGREEMENT

between the

HOWLAND LOCAL SCHOOLS

and the

O.A.P.S.E. EMPLOYEES LOCAL #034

June 15, 2013 thru June 30, 2016

ARTICLE I
RECOGNITION

A. The Howland Board of Education, hereinafter referred to as the Board, recognizes the Ohio Association of Public School Employees Local 4 AFSCME/AFL/CIO, hereinafter referred to as the Union, on behalf of Local #34 as the sole and exclusive bargaining representative for all regular full-time and regular short-hour classified employees now employed or to be employed as described below:

1. Custodial Department
2. Maintenance Department
3. Cafeteria Department
4. Bus Driver Department
5. Educational Assistant Department
6. Bus Mechanic/Bus Mechanic Helper Department
7. Secretarial Department
8. Monitor Department
9. School Nurse's Assistant Department
10. Accounting Department
11. Technology Assistant Department

Exclusions to the Bargaining Unit shall Be:

1. Cafeteria Supervisor
2. Transportation/Operations Supervisor
3. Building and Grounds Supervisor
4. Secretary to the Superintendent
5. Secretary to the Treasurer
6. Secretary to the Assistant Superintendent
7. Substitutes
8. Casual Employees
9. Network Supervisor
10. Temporary Positions

B. The recognition shall remain in effect for the duration of the agreement.

ARTICLE II
NEGOTIATIONS PROCEDURE

SECTION A. Scope of Bargaining

The parties shall be obligated to bargain in good faith at reasonable times and places with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of any existing provision of this labor agreement.

SECTION B. Submission of Issues

Issues proposed for negotiations shall be submitted, in writing, by the Union and the Board at the first negotiations meeting.

SECTION C. Negotiating Teams

1. The Board and the Union shall be represented at all negotiations meetings by a team of negotiators not exceed five (5) members each and one other professional negotiator.

2. All negotiations shall be conducted exclusively between said teams.

SECTION D. Scheduled Meetings

1. Negotiations under this agreement shall be initiated by either party upon written notice to the other party, not more than 120 calendar days nor less than 90 days prior to the expiration of this agreement. Within five (5) calendar days of the receipt of such request, the Union and the Board shall agree on a mutually acceptable meeting date.

2. The parties shall meet at times and places agreed upon at the first meeting. Should such meetings fall within the work shift of a team member(s) such member(s) shall be excused from work without loss of pay. Times and places of subsequent meetings may be changed by mutual consent of the parties. All meetings shall be held in executive session.

SECTION E. Caucus

Upon the request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable period to caucus.

SECTION F. Exchange of Information

Upon reasonable request, the Board shall make available to the Union and the Union shall make available to the Board any information pertinent to the issues being negotiated.

SECTION G. Progress Reports

Periodic progress reports may be issued to the public during negotiations provided such release shall have the approval of both parties.

SECTION H. Item Agreement

1. As negotiated items are agreed upon, they shall be reduced in writing and initialed by the chief negotiators. Such initials on the official document shall be construed as tentative agreement by both parties on that item or issue, subject to final ratification by the Union and adoption by the Board.

2. Within ten (10) days following such ratification it shall be submitted to the Board for its consideration and adoption.

3. The agreement shall be reproduced by the Board and distributed by the Board to all bargaining unit employees. OAPSE Local #34 shall receive six (6) copies of the printed agreement.

SECTION I. Disagreement

1. If prior to the expiration of the agreement, all issues have been discussed and no tentative agreement has reached, either party may declare impasse.

2. If impasse is declared, it is with understanding that impasse is declared on all issues where agreement has not been reached.

3. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS).

4. The assigned mediator has the authority to recommend but not to bind either party to any agreements.

SECTION J. Release of the Collective Bargaining Agreement

The Union agrees to put the Collective Bargaining Agreement on computer disk and to provide one (1) 8 1/2 x 11 copy of the Agreement to the Board for proofreading and signature approval. Once signatures are obtained, the Board agrees to provide the Union with two hundred (200) copies of the agreement in 8 ½" x 5" booklet form.

ARTICLE III
MANAGEMENT RIGHTS

The Board reaffirms and reserves unto itself all the rights, privileges and authorities as granted by the law except as may be restricted by Section 4117.08 c of the Revised Code or by the express terms of this labor contract.

ARTICLE IV
NO STRIKE PLEDGE

The Union does hereby promise and agree that no member employee covered by this contract shall strike, nor shall any member, officer, or employee of the Union approve or consent to a strike or the withholding of services of employees of the Board except as expressly authorized by Chapter 4117 of the Revised Code.

ARTICLE V
CONFLICT WITH LAW

If any provision of this document, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with any federal or state law, now or hereafter enacted or issued, such provisions, (only to the extent such provisions, applications or agreement is in conflict with any federal or state law) application or agreement shall be inoperative but the remaining provisions shall remain in effect.

ARTICLE VI
GRIEVANCE PROCEDURE

SECTION A. Definition of Terms

1. A grievance shall be defined as an alleged violation of contractual conditions which effect the welfare and working conditions of an employee(s).

2. A grievant shall be defined as an employee, group of employees or the Union, alleging a grievance has occurred.

3. A day shall mean a working day. The number of days indicated at each level shall be considered as maximum unless extended by mutual agreement; provided, however, any grievance filed prior to the end of the school year shall proceed during the summer months.

SECTION B. General Provisions

1. The grievant(s) may have OAPSE representation at all steps of the grievance procedure.

2. If the grievance is not initiated within fifteen (15) days after the grievant(s) knew or reasonably should have known of the event or condition upon which it is based, the grievance shall be considered waived and shall be considered no longer to exist.

3. Election of Remedies: A grievant(s) will not be denied his/her legal rights under the law: provided however, if a cause of action on the same issue is brought in a court of law during the pendency of a grievance, the procedure shall be immediately terminated and the relief requested denied.

4. In the event an issue does not pertain to the immediate supervisor, the grievant(s) shall proceed to Level II of the Grievance Procedure.

5. Any employee shall have the right to process a grievance and be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her grievance by reason of presenting such grievance.

6. Failure of the Administration and/or Board to comply with any time limitation provided herein shall advance the grievance to the next step of this procedure.

7. Failure of the grievant(s) to timely file any appeal provided herein shall be deemed a waiver of the right to such appeal.

SECTION C. Procedure

Level One - Immediate Supervisor

1. Employee(s) with a grievance shall discuss such grievance with their immediate supervisor. The supervisor and grievant(s) and Union Representative, if requested, shall discuss the problem in an attempt to resolve the matter informally.

2. The Supervisor shall notify the grievant(s) orally of the disposition of the grievance within two (2) working days after such discussion and provide the grievant(s) with a summary report of the action taken, with copies sent to the Assigned Administrator and Union President.

3. In the event the grievant(s) is not satisfied with the disposition of his/her grievance, or in the event he/she does not receive oral notice of its disposition, he/she may within five (5) working days after such discussion file a written grievance with the Assigned Administrator.

Level Two - Assigned Administrator

Upon receipt of the written grievance the Assigned Administrator shall, within five (5) working days, investigate the grievance, conduct the necessary hearing, make a written report of same with recommendations and action to be taken for settlement and submit copies of said written report to the grievant(s) and Union President.

Level Three - Superintendent

If the action taken by the Assigned Administrator does not resolve the grievance, the grievant(s) may appeal in writing to the Superintendent or his/her designee within five (5) working days of receipt of the Assigned Administrator's written report. The Superintendent or his/her designee shall within five (5) working days of receipt of the written appeal conduct a hearing. Upon completion of the hearing the written decision on the grievance shall be rendered within five (5) working days and a copy of said written decision shall be provided to the grievant(s), Union President, OAPSE Field Representative and the Assigned Administrator.

Level Four - Board of Education

1. In the event the grievant(s) is still not satisfied with the disposition of his/her grievance, he/she shall have the right to appeal to the Board, through the Board Treasurer, within five (5) working days of the receipt of the Superintendent's response.

2. The Board shall establish a hearing with the grievant(s) within ten (10) working days of the receiving of the appeal or a mutually agreed upon date. The grievant(s) shall be notified of the date, time and place of the hearing. Upon completion of the hearing, a record of the findings shall be made and copies furnished to the grievant(s), the Union President, OAPSE Field Representative and Assigned Administrator, within five (5) working days following the hearing.

Level Five - Arbitration

1. If the action taken by the Board does not resolve the grievance to the satisfaction of the grievant(s), the grievant(s) may request the Union to submit the issue to arbitration. This request must be sent to the Superintendent or his/her designee, by the Union, within ten (10) working days following the receipt of the decision of the Board. The arbitrator will be chosen from a list of seven (7) names furnished by the Federal Mediation and Conciliation Service. Either party may request a second list. All other Procedures relative to the hearing with the arbitrator will be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

2. The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit as agreed by the Union, the Board, and the Arbitrator.

3. The Arbitrator will not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the labor agreement, nor add to, detract from, or modify the language herein, in arriving at a decision in regard to the grievance. The Arbitrator will be confined to those issues which have been presented and will have no authority to consider other issues which have not been presented for arbitration.

4. The decision of the Arbitrator will be in accordance with the law and will be binding on both the Board and the Union.

5. The costs of the Arbitrator and all legal fees, not to exceed $7500.00, will be paid for by the losing party.

SECTION D. Miscellaneous Grievance Provisions

1. The written grievance shall be on a standard form provided by the Board.

2. Copies of the documents, communications, and records pertaining to a grievance which has been lodged will be placed only in the confidential files of the Treasurer of the Board and the President of the Union and shall not become a part of the employee's personnel file; except that the implementation of the award shall be placed in his/her file.

3a. Any hearing held pursuant to Level Five of this procedure shall be conducted at such times as established by the Arbitrator. A member of the bargaining unit who is to appear as a representative or a witness for the grievant(s) shall be released from duty with pay upon agreement of the Superintendent or upon the order of the Arbitrator.

3b. Any hearing held pursuant to Levels One through Four shall be held at such times as to reasonably assure the parties a fair opportunity to adequately present their case. Employees who are necessary participants in such procedure shall be released from duty with pay.

4. The parties who are directly involved in the investigation of a grievance will cooperate with each other, and will furnish such relevant information as requested by the other party in order to facilitate the processing of the grievance.

5. Copies of all written decisions resulting from grievances will be sent to the Union President, the OAPSE Field Representative, the grievant(s), the Treasurer, the Superintendent and the appropriate administrator.

ARTICLE VII
UNION SECURITY DUES/FEES DEDUCTIONS

All employees of the bargaining unit shall become either:

1. A member of OAPSE Local #34 and execute an authorization for dues deductions on a form provided by OAPSE, or;

2. In the alternative, the Board Treasurer shall deduct from the salaries of the employee(s) not applying for membership, a service fee in the amount set forth in written notification by the OAPSE Local #34 Treasurer, such notice to be provided not later that September 5th of each school year. Such fee shall be required as a condition of employment following a probationary period of sixty (60) days following employment.

3. Any employee of the bargaining unit who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such employee shall pay in lieu of such fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501c (3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the OAPSE State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish receipts as proof of payment shall subject such employee to the same sanctions as would nonpayment of Union dues under the contract.

4. In no case shall the monthly service fee be in excess of the regular OAPSE membership dues or such other amount as limited by law.

5. All bargaining unit members shall either authorize payroll deduction for the payment of dues or remit payments, in full, directly to the Local #34 Treasurer.

6. Such deductions shall be made in eleven (11) equal installments beginning with the first day in October. Signed payroll deduction authorizations executed by members shall be continuous from year-to-year for the duration of the term of recognition of OAPSE Local #34 as the bargaining representative or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee. An employee may withdraw membership during a ten (10) day period from August 22nd through August 31st. Should a member withdraw during the withdrawal period the Board Treasurer shall then deduct according to Section 2.

7. Payroll deductions shall occur immediately upon request or in the case of new employees, following the probationary period.

8. The Board Treasurer shall notify the OAPSE State Treasurer the gross salary of the employee based on W-2 information and the amount of dues or service fee to be deducted. The Board Treasurer shall forward to the OAPSE State Treasurer the amount of the 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 make a one-time deduction, the first pay in October, of Local #34 dues/fees and forward same to the OAPSE Local Treasurer within five (5) days of the deduction.

9. The Union shall defend and indemnify the Board, the Treasurer, their officers, members, agents and assignees in both their individual and official capacities 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 Board, its officers, members, employees and/or agents for the purpose of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Union shall retain control of and appointments of legal counsel for defense and indemnification purposes.

ARTICLE VIII
COMPENSATION

SECTION A. Salary Schedule

1. Effective June 15, 2013 thru June 30, 2016.

2. All classifications shall have a five (5) step schedule. The effective rate of raises as reflected in the salary schedules are: 0% for the effective years of the agreement.
** Employees who do not qualify for insurance benefits shall receive a stipend of $75.00 per contracted hour, to be paid the first pay in December 2014 and December 2015.

3. Employees who cross departments/classifications or who move laterally shall be placed on the step nearest their current hourly rate without any loss in hourly rate, unless the employee bids to a lower paying department/classification. Should an employee bid to a lower paying department/classification, the employee shall move laterally to the same step of the new department/classification salary schedule.

4. Longevity: For all classified employees longevity increase shall be paid in the following manner:

   10 years of service - $.20 per hour additionally
   15 years of service - $.15 per hour additionally
   20 years of service - $.20 per hour additionally

After completing 25 years of service, employees will receive an additional longevity payment each year, payable the first pay in December, in the amount of $250. Said amount will be prorated based upon an eight hour day (e.g., a 4 hour employee will receive $125 payment).

5. If an employee maintains his/her current position and is awarded an additional contract within another department, that employee shall begin on step one in the newly awarded position.

6. Employees newly hired to the bargaining unit may be given salary credit by the Board for verifiable years of experience in jobs related to the classification in which they were hired. The Board may give up to three (3) years credit on the salary schedule for such experience provided there are no bargaining unit employees in the classification below the Salary Step given to the newly hired employee. Under no circumstances shall an employee newly hired to the bargaining unit be placed on a Salary Step above any employee already in the classification.

The number of hours and days worked as indicated herein shall be for the information of the members in the bargaining unit and shall not be construed as a waiver of the Board's right to establish the work day and work year for its employees as provided below:*

*Except for the Bus Driver, Secretary, and Accounting Departments, the Board of Education shall be permitted to establish one (1) position per Department which works less than the currently established number of work hours per day, or work days per year. The Secretary and Accounting Departments presently have employees working less than the currently established number of work hours per day, or work days per year, and these Departments shall be limited to the current number. The Bus Driver Department, due to circumstances unique to this Department, shall be permitted to establish more than one position as described above. The Board agrees not to split existing routes, or to establish short-hour routes where it is feasible to add hours to existing routes. This provision shall not apply to Auxiliary Services positions.

If the work year is longer than 260 days the additional days shall be added to the annual salary.

SECTION B. Building Check Pay for Special Call -Outs

All employees called out for building checks or emergencies shall be paid a minimum of one hour or shall be paid for all time spent on such building checks or emergency/special call-outs. Time and one-half shall prevail regardless of hours worked during that work week.

SECTION C. Bus Driver Extra-Curricular/Field Trip Rate

Bus drivers on extra-curricular/field trips shall be paid $13.44 hour. (Fifteen-minute portion prorated)

SECTION D. Calamity Day

Any member of the bargaining unit required by his/her immediate supervisor to work on a calamity day shall be paid his/her regular rate of pay for such hours worked in addition to calamity day pay.

During any school year when it is necessary to use all calamity days the board and OAPSE will establish the make up day schedule. Nine and ten month employees will be required to make up calamity days at no cost to the board.

SECTION E. Holidays

The following paid holiday schedule shall be in effect for all classified employees:

11-12 Month Employees
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Christmas Day

9 – 10 Month Employees
New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

Should any of the above named holidays fall on a Saturday, the preceding Friday shall be celebrated as the holiday. Should any of the above named holidays fall on a Sunday, the following Monday shall be celebrated as the holiday. Should a two (2) day holiday occur on a weekend the Labor Management Committee will determine how the holidays will be applied.

SECTION F. Holiday Call-Out

When a classified employee is required to work on a paid holiday that occurs during the work week (Monday through Friday), he/she shall be paid double time for the hours worked on the holiday. When a classified employee is required to work on a paid holiday that occurs on a Saturday or Sunday, he/she shall be paid two and one-half times the regular hourly rate for the hours worked on the holiday.

SECTION G. Mileage Rate

All classified employees utilizing their vehicle in the required performance of their duties shall be reimbursed. The rate shall be that which is equal to the per mile standard allowance being utilized by the Internal Revenue Service. When the Internal Revenue Service modifies the per mile standard allowance in the middle of the month, the Board shall modify the mileage allowance, effective the first day of the following month.

SECTION H. Overtime Pay

1. The Board shall pay for overtime worked at the rate of time and one-half (1 1/2) for all hours worked over forty (40) in any week.

2. When computing overtime the unit member shall have accrued earnings on the scheduled work day preceding and the scheduled day following the day in which the overtime was worked. For the purpose of this subsection holidays and sick leave shall be computed as hours/days worked.

3. All overtime worked shall be indicated in a separate area on each paycheck.

4. Compensatory Time

Employees shall have the option to request compensatory time in lieu of overtime. Such compensatory time shall be granted at time and one-half (1 1/2) for all hours worked. Compensatory time shall not be accrued for more than eight (8) day per year. Compensatory time may be scheduled upon the approval of the Assigned Administrator. On June 30th of each year all compensatory time will be paid off if not used. July 1st each year, employees will begin anew with compensatory time. Once an employee reaches the maximum 8 days during the year, the employee may not accumulate additional compensatory time for the duration of said year.

SECTION I. Severance Pay

Any member of the bargaining unit with ten (10) or more years of active service in the Howland Local School District shall be paid severance pay for the value of his/accrued unused sick leave days. Severance pay shall be granted at the per diem salary rate of said bargaining unit member according to the following:

(a)	10 years of service	25 days
(b)	11 to 15 years of service	35 days
(c)	16 to 20 years of service	38 days
(d)	21 to 25 years of service	41 days
(e)	26 years and over	45 days

In addition to the above, 20% of the remaining accrued sick leave days shall be granted to the individual. Example: A custodian with 26 years of service, having 140 days of accrued unused sick leave, shall have 45 days +20% of (140 - 45) = 64 days.

1. Retirement - Any bargaining unit member accepted by the School Employees Retirement System for retirement benefits shall be paid severance according to the aforementioned formula.

2. Separation for reasons other than retirement - Any member of the bargaining unit leaving the employment of the Howland Local School District shall be paid as follows: Vesting at 10 years at 50%, full vesting at 20 years. (Add 5% for each year after 10 years.) The granting of severance pay pursuant to this section shall eliminate accrued sick leave accrued by the bargaining unit members.

A member of the bargaining unit, who is vested, and dies while employed by the Board, shall have severance paid to his/her designated beneficiary. The Board shall provide a designation of beneficiary form for this purpose.

Classified personnel may request, in writing to the Treasurer, that the severance pay be made in January of the year following retirement. It shall be the responsibility of classified employees to provide a copy of notification to the Treasurer in order for payment to be made

Classified employees may request severance to be paid into some type of annuity.

SECTION J. Temporary Substitution in a Higher Position

When a regular employee temporarily replaces an employee who has a higher wage classification, such regular employee shall receive the rate of pay of the higher classification based on the step of the replacing employee, until such time as the regular employee returns. The new rate shall begin with the first day worked.

SECTION K. Vacation Schedule

1. Except as otherwise stated here, vacations shall be taken annually and may be scheduled throughout the year upon the approval of the Assigned Administrator. Vacation days may be accumulated not to exceed ten (10) days.

2. Requests for vacations must be submitted to the Assigned Administrator at least three (3) weeks prior to the requested vacation period. There shall be at least one (1) contracted Custodial Department employee scheduled to be at work in each building. Vacation shall not be approved in the event it would leave a building without a contracted Custodial Department employee scheduled to work. Vacations shall be approved on a first-come, first-served basis.

3. Vacation days shall be granted to all employees working on a contract of eleven (11) months/year or more according to the following schedule:

	1 year through 6 years	10 days
(starting)	7 years through 12 years	15 days
(starting)	13 years or more	20 days

Example: An employee hired on June 1, 1988 shall be eligible for 15 days vacation on June 1, 1994.

4. Except as set forth below, eligibility for vacation days shall be based on the anniversary of the employee's most recent date of hire.

5. Any classified employee who resigns, retires, or is terminated shall be paid or granted all vacation time accrued to date of resignation, retirement, or termination according to the following schedule:

1 year through 6 years	1 day for every 26 work days
7 years through 12 years	1 day for every 17 work days
13 years or more	1 day for every 13 work days

6. An employee with twelve (12) years or more of continuous service shall, in addition to the above, be granted his/her birthday as a paid vacation day. Should the birthday occur on a Saturday, Sunday, or Board approved holiday, an alternative day shall be granted.

7. Any classified employee who becomes ill, hospitalized, or has a death in the family while on vacation shall have the right to convert vacation time to sick leave and be eligible to take vacation at a later date.

8. Employees who change classification to a position that encompasses a longer work year shall receive credit for his/her previous service from latest date of hire on a pro-rated basis for the purpose of determining vacation entitlement. For example, 9 months equals 3/4 of a year. The employee shall be required to work six (6) months at his/her new position before he/she may request the appropriate number of weeks of vacation entitlement as indicated in paragraph 3 above.

9. Although nine and/or ten month contracts are annual contracts, vacation time shall not be granted to employees working under nine or ten month contracts. In addition, paid holidays shall be paid only for approved holidays during the nine or ten month duration of the contract.

10.Any Employee who does not use their vacation time may opt to be paid for up to 5 days per year, to be paid the first pay in August.

SECTION L. Workshop Pay

1. The Board may authorize absences of classified employees for the purpose of attending workshops out of the school district, such as those sponsored by the Ohio Association of Public School Employees. The decision to authorize such absences in a specific instance shall be based upon the length of service, previous record of absence, the purpose of the absence, and/or availability of funds.

2. The Board shall provide reimbursement to the employee(s) attending such authorized workshops for registrations fees, travel, meals, and housing (if necessary).

ARTICLE IX
PAYROLL PRACTICES

SECTION A. Pay Periods

1. Distribution of electronic pay verification by email shall be every other Friday. Administration will provide support for transition to electronic pay verification and direct deposit.

2. All new employees shall have their paychecks directly deposited into a financial institution of their choosing.

3. Overpayments shall be paid back to the board in equal installments and the same number of payments that the overpayment occurred.

4. Underpayments shall be paid back to the employee the following pay in full.

5. All employees shall be paid in increments of one-quarter (1/4) hour for actual time worked. Twelve (12) minutes equals one-quarter (1/4) hour, twenty three (23) minutes is equal to one-half (1/2) hour, thirty-eight (38) minutes is equal to three-quarters (3/4) of an hour and fifty-three (53) minutes equals one (1) hour.

SECTION B. Payroll Deductions

1. The Treasurer of the Board shall make deductions for the following as authorized by the employees:

(a) Federal Income Tax
(b) State Income Tax
(c) Local Income Tax
(d) School Employees Retirement System (employee contribution)
(e) Union Dues/Fees*
(f) Credit Union
(g) Tax Sheltered Annuity (meeting IRS requirements)
(h) United Way
(i) Insurances
(j) P.E.O.P.L.E.

*Service fee does not require employee authorization.

2. Any changes in deductions shall be limited to two (2) times per school year, October and March, with the exception of the 717 Credit Union deductions which could be changed once each month.

ARTICLE IX
PAYROLL PRACTICES

SECTION A. Hospitalization and Surgical

1. The Board shall provide a hospitalization and surgical program (including a pre-natal and post-natal plan) for all members of the bargaining unit with benefits and services which are equal to or better than the Anthem PPO Plan in effect for the 2005-2006 school year (current PPO) that became effective as of July 1, 2005.

2. The Board shall provide all classified employees with the current Anthem PPO. This will be the only health care plan for the duration of this Agreement and will serve as the standard for "equal to or better than" language described in #1 (above). *Dependent coverage for this plan shall include dependents up to age twenty-five (25).*

3. Effective October 1, 2006 and for the duration of this Agreement, the plan will require coordination of benefits for employees whose spouse is employed or retired *and has access to health insurance.* In such cases of coordination of benefits, the health insurance of the spouse shall be the primary insurance for the spouse, with the Howland Local Schools health insurance as secondary coverage.

There will be a surcharge of $180.00 per month for employees whose eligible spouse chooses not to avail him/her self to coverage from his/her employer (includes self-employed spouses, spouse who is the owner, partner, or has a form of proprietary interest in the enterprise) or retirement system. *Effective July 1, 2014* the surcharge will increase to $205.00. *Effective July1, 2015,* the surcharge will increase to $230.00 This payment shall be treated as part of the district's "Cafeteria Plan" under Internal Revenue Code Section 125 and shall be subject to all "Cafeteria Plan" requirements. If the spouse chooses to take his/her employer's or retirement system's coverage, the spouse does not pay the surcharge to the Howland Local Schools. In such case the Howland Local Schools insurance plan will supplement the spouse's employer/retirement plan to ensure that the spouse will continue to enjoy the same benefit levels as under the Howland Local Schools insurance plan at no additional cost to the employee beyond the premium paid to the spouse's employer. The installment of an employee with family monthly premium contribution or employee with spouse monthly premium contribution on a monthly basis will not apply to those already paying the surcharge for spouses.

For the purposes of salary deduction toward insurance premiums, families in which both spouses are employed by the Howland Local Schools will be treated as only one employee with family coverage.

SECTION B. Dental

The Board shall provide a Dental Insurance Plan for all classified personnel. The maximum benefit for dental insurance per person each calendar year for Class I, II, and III services is $1500.00. The lifetime maximum for orthodontic services per person is $1,000.00. Said Dental Insurance Coverage shall include the following:

Oral examinations, x-rays, fluoride treatments, cleaning of teeth, denture repair, emergency

treatment, routine fillings, simple extractions (six or more teeth), space maintainers, x-ray (periapical), laboratory examinations of hard oral tissue, amalgam filling for permanent tooth, gold foil filling (two surfaces), crown caps, root canal therapy (one canal and not in connection with apicoectomy), complete denture (upper and lower), gold bridge pontic, simple extraction (first tooth), extraction of impacted tooth (soft tissue) periodontic work, orthodontic coverage, and gold and porcelain restorations.

SECTION C. Prescription Drug

The Howland Board of Education shall provide for a Prescription Drug Program for all classified personnel.

The drug program shall be an in network $10/$20/$30/$75 retail four tier program that includes oral contraceptives and a $10/$30/$40/$75 mail order four tier program. (In accord with the insurance committee approved prescription program).

*Tier 4 per script max - $75 for a 30 day supply. $1,000 out of pocket max. Specialty medications are limited to a 30 day supply regardless of whether they are retail or mail service. Includes Use of Precision RX Specialty Solutions.

The prescription drug plan shall include but not be limited to the following:

1. prescriptions for Legend and Generic Drugs ordered by a licensed physician, dentist, osteopath, or chiropodist;

2. injectable insulin;

3. compounded prescription drugs containing at least one legend drug;

4. refill by mail – mandatory for maintenance needs.

SECTION D. Coverage and Payment

1. Effective July 1, 2006 all newly hired classified employees under contract for twenty-five (25) or more hours per week per school year shall be eligible for full insurance benefits provided herein.

a. Effective July 1, 2006 in the event of bumping, any employee holding a twenty (20) hour position with full benefits shall re-gain full benefits upon returning to a twenty (20) hour or more position.

b. Effective July 1, 2006 in the event of an approved leave of absence, the same guidelines will apply as in section a. above.

2. All classified employees shall have the right to select either single or family coverage in each of the above insurances (Section A-C). Applications for any of the insurance shall be made to the Treasurer by September 15th, for the coverage to begin on October 1, or as the need arises due to a change in family structure or family employment.

3. All fringe benefits and services provided by the carrier shall be maintained at the level now in effect and bargaining unit members choosing to participate in the fringe benefits and

services provided by the Board will pay five (5) percent of the monthly premium cost up to the following scale:

	2013-2014	2014-2015	2015-2016
Single Employee	$50 per month	$60 per month	$70 per month
Single Emp/Child(ren)	$65 per month	$75 per month	$85 per month
Employee/Spouse	$70 per month	$80 per month	$90 per month
Employee/Family	$80 per month	$90 per month	$100 per month

4. This payment shall be treated as part of the district's "Cafeteria Plan" under Internal Revenue Code Section 125 and shall be subject to all "Cafeteria Plan" requirements.

SECTION E. Insurance Incentive Payment for Non-Use of Insurance Benefits

1. Any member of the bargaining unit who is eligible for full insurance benefits may elect to withdraw from all or part of the insurance program as provided in this provision. The insurance program shall be defined as hospitalization and surgical, dental, and prescription drug insurances. Subsequently, one spouse of a currently employed married couple will qualify for an insurance offset stipend equal to the incentive payment for non-use of insurance as stated under Section E. After June 30, 2008 any future married couples employed by the district are not entitled to receive the incentive payment for non-use of insurance.

2. If a member of the bargaining unit exercises his/her option to withdraw from a part of or all of the insurance program as provided above, the member shall receive for each school year in which he/she does not participate in the insurance program the following amounts:

a. For non-use of hospitalization, surgical/major medical and prescription drug - $115 per month/family

b. For non-use of dental - $10 per month/family

c. For classified employees who are eligible for family coverage and select single coverage - $50 per month.

3. Incentive payments shall be made in three (3) installments:

a. First pay in December (4 months of August, September, October, November)

b. First pay in April (4 months of December, January, February, March)

c. First pay in August (4 months of April, May, June, July)

4. The option shall be given to the employee that when any significant change occurs in family structure or family employment that a change in insurance coverage may take place immediately, however, no Board insurance incentive payment shall take place for the month of the change. If however, an employee decides to revert back to the original insurance plan without significant change in family structure or family employment, this can only be done during the open enrollment periods. This option applies only to those employees that are eligible for Board insurance benefits.

5. These payments shall not be considered wages for the purpose of retirement.

SECTION F. Term Life Insurance

1. The Howland Board of Education shall provide all members of the bargaining unit a fully-paid Term Life Insurance Policy in the amount of forty-five thousand dollars (45,000.), subject to the provisions of the policy provided (e.g., benefits may be reduced after age 70 and requirements that employee be in active employment to maintain coverage, etc.). This insurance policy shall include accidental death and dismemberment and double indemnity provisions.

2. Each member of the bargaining unit shall have the option of increasing such coverage beyond the face value and shall be required to pay for the aforementioned increase under the group rates. Any member wishing to accept this option shall notify the Treasurer, on a form supplied by the Board by January 31st. The Board shall authorize payroll deduction. This option must be exercised at the time of employment. Each employee shall be told of this option at the time of employment.

SECTION G. Insurance Benefits for Short Hour Employees

Effective July 1, 2006 all newly hired employees under contract for 17 or more but less than twenty-five (25) hours per week shall be eligible for full benefits of any/all portions of the insurance package, with the Board paying 50% of the premium. Those working 10 or more but less than 17 hours per week shall be eligible for full benefits of any/all portions of the insurance package with the Board paying 25% of the premium. The employee's share of the insurance premium shall be deducted from his/her paycheck. Applications for the insurances shall be made to the Treasurer by September 15th, for the coverage to begin on October 1.

SECTION H. Insurance Coverage While on Leave

1. Any classified employee who is on an approved leave of absence shall have the right to maintain insurance coverage for all or any part of Board approved insurance with the payment of the premium by the classified employee who is on leave.

2. It shall be the responsibility of the classified employee to make such payment by check, payable to the Board and submitted to the Treasurer of the Board by the 25th day of each month preceding the month for which the premium is due.

SECTION I. Eligibility for Fringe Benefits

1. Effective July 1, 2006 all newly hired classified employees under contract working twenty-five (25) hours per week or more shall be eligible for the same fringe benefits that are provided for all full-time classified employees. This includes ten (10) month, nine (9) month, and less than nine month contracts.

2. All new additional fringe benefits not now a part of any employee agreement would be granted to all classified employees under contract.

SECTION J. Exhaustion of Sick Leave

Members of the bargaining unit who have exhausted their sick leave shall have those insurance benefits provided by this contract continued for the balance of the month of expiration of such sick leave and no more than two months thereafter of during the terms of such illness, whichever first is concluded. The costs of such benefits will be paid by the Board in such amount as would be paid if the member were on active duty status.

SECTION K. COBRA

The Board Treasurer or designee shall notify employee(s) who take unpaid leaves of absence, are laid off, retired or terminated of their rights regarding medical benefits under the provisions of the Federal Comprehensive Omnibus Budget Reconciliation Act. (COBRA)

SECTION L. Flu Shots

The Board shall reimburse the entire cost of a flu shot for those employees not eligible for health insurance who receive one. Employees must submit receipt of payment to the treasurer's office to receive reimbursement.

SECTION M. Insurance Study Committee

The parties agree that providing appropriate and adequate health care insurance coverage and other agreed upon insurance coverage is a goal that remains in the best interest of the OAPSE #034 and the Board. However, this goal cannot be accomplished without controlling the cost of insurances and related matters in the long-term.

Therefore, an Insurance Study Committee will be established for the duration of this Master Contract and any future contracts. It shall be comprised of two (2) members of the OAPSE #034 selected and appointed by its (President), three (3) members of the HCTA selected and appointed by its (President), two (2) members of the Administration selected by the Superintendent and one (1) member of the Board of Education.

The insurance committee will review for possible implementation all "Best Practices" as articulated by the School Employees Health Care Board. The committee shall have the authority to recommend implementation of all mutually agreed upon "Best Practices" prior to the mandatory date set forth under O.R.C.9.901.

Said committee shall meet at least six (6) times per year at a time and place established and agreed upon by the committee.

Within its authority to provide a vehicle to recommend, the purpose of this committee shall be to provide all parties of interest with an on-going review and assessment of the District's current insurances and, in addition, to obtain all available information regarding alternative insurances and insurance providers, explore new concepts, products, plans, costs etc., and stand as educators to each party's constituent group.

The Insurance Study Committee may choose to combine its efforts with similar committees involving certified employees and members of the Board and/or administration. Recommendations of the Insurance Study Committee, if any, will be presented to the Board and the OAPSE #034 for consideration.

ARTICLE XI
LEAVES

SECTION A. Assault and/or Battery Leave

Classified personnel who are injured as a result of an assault and/or battery inflicted while performing school duties on school property, or while performing school duties on other premises shall be granted a paid assault and/or battery leave by the Board in lieu of paid sick leave. The amount paid shall be reduced by the amount of Workers' Compensation received by the employee. In order to be eligible for assault and/or battery leave, the employee shall be required to submit a physician's verification that the condition exists as a result of the said assault and/or battery (Section 3319.14.3. Ohio Revised Code).

SECTION B. Parental Leave

1. Definition - A parental leave is absence from work, without pay, by an employee (male or female) who is the parent of a natural-born or adopted preschool age child.

2. Notification of Parental Leave - An employee who desires a parental leave shall notify the Superintendent or his/her designee at least thirty (30) days in advance of the commencement of said leave whenever possible. This notification shall be in writing and shall indicate the actual date for commencement of said leave.

3. Length of Parental Leave - A parental leave shall consist of the remainder of the school year and up to one additional year if so desired by the parent. However, in the case of an adoption, the leave shall consist of no longer or shorter period of time than the remainder of a semester to any member of the bargaining unit who requests any number of days up to six weeks.

4. Termination of Parental Leave - Upon written request by the employee to the Superintendent or his/her designee, a parental leave of absence may be terminated.

5. Any employee who adopts a child during the first semester of a school year shall notify the Superintendent or his/her designee by April 1st of his/her intention to return to work the following school year or continue on parental leave. If the adoption occurs during the second semester, he/she shall notify the Superintendent or his/her designee as soon as possible, but no later than June 1st of his/her intention to return to work the following school year or to continue on parental leave.

6. If a woman is on parental leave (which is immediately following a maternity leave), she shall notify the Superintendent or his/her designee by April 1st of her intention to return to work the following year.

7. A member of the bargaining unit returning from a parental leave shall be reinstated to his/her former position.

SECTION C. Maternity Leave

1. Definition - A maternity leave is absence from work, without pay, by an employee who is pregnant or has already given birth.

2. If a member of the bargaining unit prefers, she may use accumulated sick leave during her pregnancy when her condition, as certified by the doctor, requires that she not work immediately following the birth of her child and/or during her recuperation.

3. The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. Therefore, as soon as medical examination verifies that an employee is medically able to return to work, sick leave pay ends and maternity leave, without pay, shall become effective.

4. Notification of Pregnancy - The pregnant member of the bargaining unit is expected to notify the Superintendent or his/her designee in writing of the expected delivery date as soon as her doctor informs her of that date. The employee's statement should include the approximate date of leave.

5. Notification of Maternity Leave - An employee who desires a maternity leave shall notify the Superintendent or his/her designee at least thirty (30) calendar days in advance of the commencement of said leave whenever possible. This notification shall be in writing and shall indicate the actual date of commencement of said leave.

6. Length of Maternity Leave - A maternity leave shall consist of the remainder of the school year. If additional time is needed by the member of the bargaining unit, she may apply for a leave of absence, without pay, under parental leave.

7. Termination of Maternity Leave - Upon written request by the employee to the Superintendent or his/her designee, a maternity leave of absence may be terminated at any time after the birth of the child under the following conditions:

(a) The employee shall be declared eligible to return to regular duties when she submits a written medical certification signed by her physician that she is able to resume full-time employment.

(b) A member of the bargaining unit returning from maternity leave shall be reinstated to her former position.

SECTION D. Medical Leave

1. The Board shall grant to member of the bargaining unit a leave of absence for personal illness or disability for up to two (2) consecutive school years. Such leave shall be without pay and may be at the member's request, for either part or all of a semester, the remainder of the school year, either one or two school years if requested between school years.

2. The written application for the leave of absence for medical reasons shall state the length of the leave and must be accompanied by a statement from the attending doctor. The doctor's statement shall contain the recommendation that the employee be relieved of duties.

3. An earlier termination of this leave, if requested in writing by the member, at least fifteen (15) days prior to such termination, shall be granted by the Superintendent, or his/her designee.

4. Upon return from such leave, the member shall return to his/her former position.

5. Upon subsequent requests, the Board may grant additional leaves of absence for disability and/or personal illness.

6. Whenever an employee has been absent from active service a sufficient number of days to exhaust his/her accumulated sick leave days, and continues in absence without applying for a leave of absence under this Section, the Superintendent or his/her designee shall investigate the facts of the case and shall have the authority to recommend to the Board that an unrequested leave of absence be granted according to the provisions set forth in Section 3319.13 of the Ohio Revised Code. The member on leave shall notify the Superintendent or his/her designee prior to June 1st of the last year of the leave of his/her intention to work the following year.

7. Any employee who misuses or refuses to comply with the terms and conditions of this Section is subject to suspension and/or termination of his/her contract by the Board.

SECTION E. Military Leave

Any member of the bargaining unit who is drafted into any branch of the armed forces of the United States, or is called to active duty service with a reserve unit, shall be reinstated in his/her position, or an equivalent position, when honorably discharged from such service. Application for reinstatement shall be made within ninety (90) days from the date of said release or discharge from military service.

SECTION F. Educational Leave

The Board in its discretion may grant an unpaid Educational Leave of Absence to a bargaining unit member who is attending an institution of higher learning to further his/her education. The leave may be granted for one (1) full school year and may be extended by the Board. Seniority shall not accrue during said leave and the bargaining unit member shall receive no benefits. If the Board by resolution approves a bargaining unit member to attend classes that would be beneficial to the school district, the Board shall reimburse the member for the cost of tuition.

SECTION G. Personal Leave

1. Each member of the bargaining unit shall be entitled to two (2) days of personal leave each six month period beginning July 1st and January 1st, non-cumulative, with pay. Newly hired classified employees who are employed during the school year shall be entitled to one (1) personal day with pay for each forty-five (45) days of service during any one school semester. Such leaves shall be granted upon written request filed by the employee with the Assigned Administrator no later than three (3) days prior to taking the leave, except in case of an emergency where prior notice is not possible. The leave may be consecutive work days, but may not be taken on the day preceding or the day following a legal holiday, term break, vacation or holiday recess, nor is Personal Leave to be used for personal monetary gain. The above limitations, including the restrictions on use within the six (6) month periods, may be waived at the discretion of the Assigned Administrator in the case of an emergency or extenuating circumstance. In addition, the leave may not be taken during in-service days in the school district or on election days for the purpose of working at the polls for payment by the Board of Elections. No more that 4% of the bargaining unit or 4% of any department shall be granted personal leave for the same day(s).

Examples of emergencies are:

Request to attend funeral of a close friend or distant relative

To attend to legal or business affairs which cannot be resolved except during the hours school is in session

A husband, wife, or child leaving for military service on a school day

Weather conditions so bad as to make it impossible for a member of the bargaining unit to come to work, such as being cut off by high water, or stuck in the snow without immediate help

2. Personal leave is authorized by the Board as a fringe benefit to members of the bargaining unit who find it unavoidable to be absent from their contractual obligations to conduct personal business which cannot be conducted at a time other than during such member's regular duty day. The Assigned Administrator may require a member of the bargaining unit to certify the leave is for conducting of personal business which cannot be conducted during times other than the employee's regular duty day. Falsifications of such statement shall be grounds for disciplinary action.

3. Unused personal leave will be converted to sick leave at the end of each school year.

SECTION H. Unpaid Personal Leave

All employees shall be entitled to three (3) days of unpaid personal leave each year. Such leave shall be granted upon written request filed by the employee with the Superintendent or his/her designee no later than three (3) days prior to taking the leave, except in the case where prior notice is not possible. Unpaid personal days are not to be used as vacation days.

SECTION I. Sick Leave Policy

1. Each employee 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 number of sick leave days employees may accumulate shall be unlimited.

2. All employees may use sick leave, upon approval of the responsible administrative office, for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others, and illness, injury or death in the employee's immediate family.

(a) Immediate family shall be defined as: mother, mother-in-law, father, father-in-law, brother, sister, wife, husband, children, foster children, stepparent, stepchild, grandparents, and grandchildren. Any individual(s) living in the same household in permanent and domestic character under one head shall also be defined as a member(s) of the immediate family if said individual(s) has/have been reported to the Treasurer of the Howland Local District on the proper form. The member of the bargaining unit shall be responsible for keeping this information current.

(b) In the event of the death of a member of the bargaining unit's immediate family, sick leave may be used. Immediate family, for this purpose, shall be defined as follows: mother, father, stepparent, foster parent, mother-in-law, father-in-law, child(ren), wife, husband, brother(s), sister(s), brother(s)-in-law, foster child(ren), uncle(s), aunt(s), niece(s), nephew(s), grandparent(s) and grandchildren.

3. All employees shall be permitted to use sick leave in one-fourth (1/4). one-half (1/2), and full day segments; provided however, bus drivers who have kindergarten runs hall be deducted by one-third (1/3) segments.

4. Employees may transfer sick leave accumulated in another Ohio school district, not to exceed 150 days.

5. Each member of the bargaining unit who has exhausted his/her accumulated leave and each newly hired employee shall be entitled to an advancement of five (5) days of sick leave each year per O.R.C. #3319.141 to be charged against sick leave he/she subsequently earns.

6. Each member of the bargaining unit who uses no Sick Leave in a fiscal year shall be granted two (2) days of additional pay. Each member of the bargaining unit who uses one day of Sick Leave in a fiscal year shall be granted one (1) day of additional pay. This additional pay shall be paid in a separate check in August following the fiscal year in which it was earned.

7. For an illness that exceeds five (5) consecutive days a doctor's excuse must be presented. If a doctor's excuse is not presented, deduction in pay will occur.

8. At the discretion of administration, any 9 – 10 month employee using 8 sick leave days and 12 month employees using 10 sick leave days in a school year may be subject to a conference with the superintendent or immediate supervisor. If following the conference it is determined that the employee has engaged in a repeated pattern of absenteeism, or abuse of sick leave, the employee may be required to complete an absenteeism improvement plan and submit it to the superintendent or immediate supervisor within ten days of the initial conference.

If disciplinary action is deemed necessary by the administration, the Progressive Disciplinary Procedure for absenteeism shall be as follows:

1st Offense - fill out absenteeism improvement plan, written warning
2nd Offense - 3 days off without pay
3rd Offense - possible termination

In addition any employee who has been subjected to discipline for absenteeism over a period of three (3) consecutive years may be subject to possible termination.

In each step of this disciplinary procedure, the employee shall have the right to union representation.

All administrators/supervisors will use the following attendance rating system when evaluating classified employees:

9-10 Month Employee	12 Month Employee
0-2 above average	0-3 above average
3-6 meets performance standard	4-7 meets performance standard
7-11 needs improvement	8-13 needs improvement
12 & over unsatisfactory	14 & over unsatisfactory

***Employee absences due to Doctor's excuse or death in the immediate family will not count toward attendance rating for classified employee.**

SECTION J. Jury Duty

Members of the bargaining unit shall be granted leave, without loss of pay, for time such member is required to perform jury duty. The employee shall not reimburse the Board for monies received for such services.

SECTION K. Special Unpaid Leave of Absence

In event of illness in the immediate family (as defined in Article XI, Section I (2a) the bargaining unit member shall be granted an unpaid leave of absence for the length of the illness not to exceed two (2) years. Upon return from such leave, the bargaining unit member shall return to his/her former position.

SECTION L. Insurance Coverage

Bargaining unit members on approved leave of absence for illness, maternity, immediate family care or disability shall have their fringe benefits paid by the Board for a twelve (12) week period. Should the leave continue beyond the twelve (12) week period, the members may continue their hospitalization and other benefits providing they pay the Board for premium costs to the Treasurer by the 25th of each month.

ARTICLE XII
ASSIGNMENTS AND TRANSFERS

SECTION A. Medical Transfer

The administration may give alternate work when the same is available to an employee who has become medically unable to perform his/her regular job duties. The alternate work may constitute a lateral transfer to a related class but shall be constituted only by mutual agreement with OAPSE and the concurrence of the employee. Such medical transfers shall not be subject to the Posting and Bid Procedure, and the employee so transferred shall be paid at the rate for the position to which such transfer was made.

SECTION B. Transfer from One Classification to Another

No transfer of an employee shall be made from one classification to another without following the job posting procedure established by contract between the Union and the Board.

SECTION C. Transfer from One Shift to Another

If it becomes necessary to transfer an employee from one shift to another, the least senior employee within the affected classification shall be transferred unless in the judgement of the Assigned Administrator the interests of the school district would be better served by transferring a more senior employee. Any more senior employee of the bargaining unit transferred pursuant to this Section shall have the right to appeal such transfer to the Superintendent and the Board. Such member shall have the right to be represented by the Union in such appeals.

SECTION D. Involuntary Transfer

An employee shall not be involuntarily transferred for disciplinary reasons until the procedure for Article XIII, Disciplinary Procedures has been met.

SECTION E. Adjustment of Work Areas

Adjustment of work areas shall be at the sole and exclusive discretion of the Assigned Administrator, but any member of the bargaining unit whose work area has been adjusted shall have the right to appeal such adjustment to the Superintendent and the Board. Such member shall have the right to be represented by the Union in such appeal.

ARTICLE XIII
DISCIPLINARY PROCEDURES

1. A member of the bargaining unit shall be subject to discipline for just cause only.

2. Members who are to be questioned regarding a work related accident or are subject to discipline shall have the right to Union representation. The Administration shall give the Union and the employee advance written notice of such meeting and the subject of the meeting.

3. Principles of progressive discipline shall be followed.
   Progressive discipline shall include:

   (a) First Offense: Oral warning and conference with the supervisor

   (b) Second Offense: Written warning and conference with supervisor

   (c) Third Offense: Written reprimand

   (d) Subsequent Offenses: Demotion, suspension or termination as is deemed appropriate under the circumstances.

4. Prior to any disciplinary action, the procedure of Section 3 above shall be followed. Should 3 (d) be contemplated, the employee shall be provided written notice of the reason(s) for the intended action, together with the date(s) for the implementation of the disciplinary action.

5. Nothing herein shall preclude the imposition of a more severe sanction than the sanction sequence provided in subsection 3 above, including termination, when the severity of the misconduct would reasonably warrant a more harsh sanction.

6. Nothing in the Article shall entitle a member to be represented at a meeting for which the purpose is non-disciplinary.

7. No member of the bargaining unit shall be suspended without pay until such member has been given reasons as to why he/she is being suspended without pay and a reasonable opportunity to respond to such reasons.

ARTICLE XIV
PERSONNEL FILES

1. The official personnel records (one) shall be filed in the confidential file of the Administration building. Each employee shall have the right to review the entire contents of his/her own personnel file by giving a two (2) hour notice of such intent, which shall be made at such time as requested by the employee. A representative of the Union may, at the employee's request, accompany the employee at such review. Such review shall be in the presence of the Superintendent, Assigned Administrator, or the Treasurer of the Board.

2. No employee may remove any article from the file. An employee may receive copies of any information in the personnel file except as limited herein.

3. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The Administrator shall, in the presence of the employee's authorized representative, remove such credentials and confidential reports from the file prior to a review of the file by an employer.

4. The employee shall be notified by U.S. mail when a written reprimand, derogatory material or notice that may be used in any disciplinary procedures has been placed in said employee's personnel file; provided however, the failure to give notice shall not preclude the use of such document in any subsequent proceedings.

5. Employees shall have the opportunity to read any material which may be derogatory to the employee's conduct, service character or personality except as excluded above (i.e. confidential credentials and related personal references). The employee shall acknowledge that he/she has read the material by affixing his/her signature and date to the file copy. His/her signature shall not indicate agreement with the content of the materials but only indicate that the material has been inspected by the employee. He/she shall have the opportunity to reply to such derogatory material in a written statement attached to the file copy.

6. Anonymous letters and materials shall not be placed in the employee's personnel record unless the author's identity is indicated on the document. Any materials placed in the employee's file shall carry the date of the enclosure.

7. Information pertaining to grievances shall not be placed in the employee's personnel file except as may be necessary to implement a grievance award.

8. Scheduled leave forms shall be kept on file in the Personnel Office.

9. Employees shall be notified when there is a request from a member of the public to view their personnel file, prior to such review occurring. The employee shall have the right to be present at such review. Medical and criminal record checks shall be kept in a separate file not accessible to the public, except as required by law.

10. Letters of reprimand, suspension, disciplinary action and derogatory material shall not be used as grounds for disciplinary action after twenty-four (24) months following the date of the incident. However, such material shall be retained in the personnel file for the purpose of establishing a continuing pattern of past conduct. Should there not be any further occurrence, the file shall be expunged within a sixty (60) month period of time.

ARTICLE XV
REDUCTION IN FORCE

1. No bargaining unit classification or position shall be filled by any person not a member of the bargaining unit while any member of the bargaining unit is laid off pursuant to this Article.

2. In the event it becomes necessary to reduce classified staff due to lack of funds, lack of work, or building closures, the following procedure shall govern such lay offs:

(a) The number of employees affected be reductions shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire or otherwise vacate a position.

(b) Prior to the Board instituting such reductions in the classified staff the Board or its designee (s) and the Union or its designee (s) shall meet to discuss the reductions.

3. (a) Except as provided in 3b below, in any reduction, concept of job classification seniority shall prevail. Seniority shall be determined by the employee's most recent date of hire with the Board in a particular job classification (for reduction in force purposes only). Board approved leaves of absence shall not constitute an interruption of continuous service, but such time on a leave of absence shall not be included in the calculation of seniority. In the case of identical seniority, an employee working a greater number of daily hours shall be considered to be senior to an employee working a lesser number of daily hours. In case of identical seniority, where the number of daily hours of work is the same, seniority will be determined by an alphabetical selection by last name.

(b) If the application of classification seniority results in a member of the bargaining unit having greater system seniority being laid off, system seniority shall prevail over classification seniority if such member cannot bump by declining classification.

4. When it has been determined that a reduction is necessary, either systemwide, within a classification or within a department or building, temporary or new employees in an initial probationary status shall be laid off first. Additional reductions shall begin with the least senior employee in any classification, department or building continuing in order of seniority until the reduction is complete except as provided in 3(b) above.

5. Any employee affected by such a reduction, whether directly or indirectly, shall be granted bumping rights.

6. Bumping shall be exercised on the basis of seniority as set forth in Section 3 (a) and (b) and present pay range. Any employee affected by such reduction may displace any less senior employee within the same classification or in a lower or equivalent classification in the following order:

(a) Within the same classification

(b) Within the same classification series in a declining order

(c) Within a classification which has the same or similar duties as the classification from which the employee came.

(d) Within the classification the employee held immediately prior to holding new classification from which the employee was laid off

7. For the purpose of determining bumping rights, there shall be established eleven (11) classifications series as follows:

Series 1.	Custodial Department
Series 2.	Maintenance Department
Series 3.	Cafeteria Department
Series 4.	Bus Driver Department
Series 5.	Educational Assistant Department
Series 6.	Bus Mechanic/Bus Mechanic Helper Department
Series 7.	Secretarial Department
Series 8.	Monitor Department
Series 9.	School Nurse's Assistant Department*
Series 10.	Accounting Department
Series 11.	Technology Assistant Department*

*These are the only Departments that cannot exercise bumping rights except within their own department.

8. Employees who retrogress under the provisions of this procedure to a lower pay range shall not be reduced in pay, but shall retain their current rate of pay, and remain frozen until such time as they return to their original or equivalent position or until the salary of the new position surpasses that which the employee was earning prior to the retrogression.

9. No less than fifteen (15) days prior to the effective date of any layoff, each potentially affected employee shall be given advance notice of the proposed layoff with a statement advising the employee of his/her bumping and reinstatement rights. The superintendent shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classification and indicate which employees are to be affected by the reduction in force. A copy

of the list shall be sent to the union president. Within five (5) days of said posting, job classification meeting/s shall be held with all the affected and potentially affected employee/s in order to expedite and complete the actual displacement process by the effective date. The purpose of the meeting is to verify the correctness of the seniority list(s) and to collaborate on developing a clear identification of (1) those who are eligible and intending to exercise displacement rights; and (2) those whose contracts are to be suspended based upon seniority. However, in the event of a mutual mistake of fact, the procedure will, to the extent necessary in any classification affected, be repeated. The process will not be repeated for after-the-fact claims of a flawed seniority listing or by a change in a member's decision relative to displacement.

10. Vacancies, which occur during the period of a reduction in force, shall be posted pursuant to Article XVI., Section K, Posting and Bid Procedure. Vacancies remaining following the Posting and Bid Procedure shall be offered to or declined in writing by the employee standing highest on the appropriate reinstatement list for the classification in which such vacancy occurs before the next person on the list is considered. The employee shall be notified by personal service or by registered or certified mail addressed to the employee's last known address.

11. Any employee reduced in classification or laid off shall retain recall rights for a period of two (2) years during which time the Board shall not hire any new employee to any classification affected by a reduction until all employees within the classification who were reduced or laid off have been offered an opportunity to be reinstated. Reinstatement from the recall list shall be to the same or equivalent position and hours previously held prior to lay off. However, an employee who may be offered lesser hours or a lesser position may refuse and shall not lose his/her standing on the recall list. If reinstated during this period the employee shall resume all rights related to salary and fringe benefits. Notice of reinstatement shall be made by personal service or by registered or certified mail.

ARTICLE XVI
WORKING CONDITIONS

SECTION A. Breaks

All classified employees regularly working a minimum of five (5) continuous hours shall receive one (1) fifteen (15) minute break. This 15 minute break may not be included with your lunch break unless authorized by assigned administrator.

SECTION B. Conference Day

All cafeteria personnel will be contracted for 185 days (Conference days are not included in their contract days.)

SECTION C. Confidentiality

It is hereby agreed, in order to insure confidentiality, that all employee evaluations are to be discussed in private conference.

SECTION D. Contracts

Classification of Length of Contracts

1. Effective dates of contracts for all regular classified employees receiving contracts for at least eleven (11) months or more shall be July 1st through June 30th of each school year. The terms of said contract shall be as prescribed by Section 3319.081 of the Revised Code.

2. An employee hired by the Board shall receive a contract, which shall contain the job classification, number of days and hours to be worked and hourly rate for the position. If such member is employed on a multi-year limited contract or on a continuing contract, such information shall be set forth on the annual salary notice. Attached to each employee's salary notice will be a schedule which will include all holidays for 9-10 month and 11-12 month employees, and the starting and ending dates for the next school year for all departments.

3. Seniority shall be defined as an employee's length of continuous service with the Board as determined by the most recent date of hire as a regular employee.

4. The Superintendent or his/her designee will provide a seniority list to the President of the Union by September 30th of each year.

SECTION E. Dispensing Medication

No classified employee, except School Nurse's Assistant, shall be required to dispense medication to students.

SECTION F. Federal/State Programs and Student Employees

1. The Board shall not employ any students under any secondary school or college work-study program or any State or Federally funded work experience program in any position that would replace any employee in the bargaining unit.

2. No employee in the bargaining unit shall be displaced by the Board's hiring of any adult under any State, City, County or Federally funded program or work program.

SECTION G. Job Description

1. The Board of Education shall adopt job descriptions for each classification held by a member of the bargaining unit.

2. The Union shall be furnished a copy of the job descriptions for each classification covered within the bargaining unit.

3.Job descriptions for bargaining unit positions shall be those that were adopted by the Board as of August, 1998, except for those job descriptions that are changed and adopted by the Board and carry a later adoption date.

4. Prior to any changes in any job description covered under the contract, the Union shall be notified of such anticipated change. A meeting date shall be established at which time the Union shall be given the opportunity to provide input into the job description.

5. For the job descriptions in the Maintenance Department only, where the job description reads "and any other related duties," the language shall now read "and any other maintenance duties."

SECTION H. Lunch Period

All classified employees regularly working a minimum of five (5) continuous hours shall receive a thirty (30) minute paid lunch period. When school is not open, the paid lunch period shall be one (1) hour. The lunch period may not be combined with the 15 minute break period unless authorized by assigned administrator.

SECTION I. Mechanic Uniforms

The Board shall provide uniform service for the bus mechanics. Two (2) uniforms per week at no cost to the employees shall be supplied by the Board.

SECTION J. Overtime and Extra Duty Assignments

1. A list of employees who give written notice of desire for overtime shall be established. The list shall be in seniority order by each department in a given building. The written notice shall be given at orientation. Three (3) consecutive denials shall exclude the employee from receiving overtime for that given year. Employees who do not give written notice at orientation may do so during the first five (5) working days after January 1. Those employees shall be placed at the bottom of the list, regardless of seniority. The lists shall be posted in the given department and building in a common place. In the High School and Middle School Cafeterias, overtime and extra duty assignments shall be rotated by incident of absence, with no employee working more than ten (10) consecutive days in the event of a long-term absence (longer than ten (10) days).

2. Use of Substitutes - When it is evident that an employee is not able to assume his/her daily assignment, a qualified regular employee, available for work for the entire period of such assignment, will be given priority before said assignment is given to a substitute. An employee may accrue 8 hours "overtime" per week due to the absence of a regular employee. Substitute employees shall be called into the last open position.

This is not to be construed with overtime which is mandated due to an extra building activity.

3. Except in cases of urgent necessity, overtime and extra duty assignments shall be offered on a seniority rotation basis to a qualified member of the bargaining unit from another building or department when there is no unit member available from within a building.

4. Two(2) seniority lists shall be established. One (1) list within each building and one (1) list district wide.

5. At the discretion of the Assigned Administrator, overtime, extra duty assignments or temporary assignments shall be offered to regular employees before a substitute is used. Any member of the bargaining unit who is denied overtime, extra duty assignments or temporary assignments as provided in this subsection shall have the right to appeal such denial to the Superintendent. Such member shall have the right to be represented by the Union in such appeal.

6. When a Board owned facility is being used by an outside group, a custodian shall be used and be paid according to Article VIII, Section H.

7. When a cafeteria kitchen is being used by an outside group, a cafeteria unit employee must be on duty. Overtime shall be at time and one-half (1 1/2) for all hours over their regular hours.

8. Compensatory Time

Employees shall have the option to request compensatory time in lieu of overtime pay. Such compensatory time shall be granted at time and one-half (1 1/2) for all hours worked. Compensatory time shall not be accrued for more than eight (8) days per year. Compensatory time may be scheduled with the approval of the Assigned Administrator.

9. The Board of Education agrees that if additional hours of work are needed at the elementary schools, in the Custodial Department, these hours shall be added to the existing Janitor position(s) rather than creating additional short-hour position(s).

SECTION K. Posting and Bid Procedure

1. The Board shall post all job vacancies, including newly created positions, revised positions and promotional positions. The length of time for job posting shall be five (5) working days. At the end of the five (5) working days, the bidding shall be closed. The vacancy notices shall be posted in all buildings and shall contain the location, description and details of the opening(s). All vacant or newly created positions must be posted for bid and posted as vacated. The posting shall begin within five (5) working days from Board action creating the vacancy or new position. When school is not in session the job posting shall be ten (10) working days. During the summer months when school is not in session, posting will be mailed to those employees that request and the OAPSE #34 President. Each bargaining unit member desiring notification of postings during the summer months shall indicate such on a summer posting notification form, which will include the member's preferred method of notification, (priority e-mail, mailing address, or the choice to opt out of notifications).

2. An employee must make a request for a vacant position, in writing, to the appropriate Supervisor or Superintendent.

3. Any bidding applicant shall be notified if he/she is a successful or unsuccessful applicant.

4. The awarding and filling of all vacancies, whether newly created or revised positions, shall be accomplished as follows:

Award within the department:
The vacant position shall be awarded within fifteen(15) calendar days to the bidding employee with the highest seniority date in the department of the vacancy.

Award outside the department:
If no employee within the posted department applies for the vacancy, the Board will consider the qualifications, seniority, past performance and work skills of the bidding applicants from outside the department. However, the Board may award the vacancy to any person according to the best interests of the school district. In awards outside the department, the vacancy shall be filled within forty (40) calendar days from the closing of the bids.

5. The mobility of members in the bargaining unit for promotion and to move into other job classifications of their choice is to be encouraged.

a. The labor management committee shall devise and the administration shall implement an interview/screening of candidates procedure which will recognize and give specific weight to years of service in the Howland Local School District. Seniority emphasis of not less than one-third (1/3) of the overall personal assessment of a candidate shall be acknowledged by such procedure.

6. Within five (5) days after the vacancy is filled, the date of hire and name of the person filling the vacancy shall be given to the President of the Union.

7. Nothing herein shall require the Board to fill the vacancy or to prohibit the appointment of a person with less seniority when, in the judgement of the Assigned Administrator, such person is better qualified. However, such discretion shall not be exercised in an arbitrary or capricious manner.

8. Vacancies on or after April 1 of any year, which are to be filled by an employee new to the bargaining unit (after compliance with Article 16, Section K, 4A and 4B), shall be filled by a substitute employee until July 1. After July 1, the newly hired employee shall receive a one-year employment contract as per ORC 3319.081.

SECTION L. Seniority

1. Seniority Defined:

   System seniority shall be defined as an employee's length of continuous service with the Board as determined by the first day worked as a regular employee.

   Department seniority shall be defined as the employee's continuous length of service in a particular department computed from the most recent date of entry into such department.

   Transfer or promotion dates shall not be construed to be the most recent date of hire, nor shall days worked as a substitute prior to being granted a regular position be construed as the most recent date of hire.

2. Accrual: Employees shall not accrue seniority while on layoff and unpaid leaves of absence.

3. Seniority Broken: Seniority shall be broken by termination of employment, resignation or retirement.

SECTION M. Procedure for Employee Report Off Due to Illness

1. General Instructions: Employee reporting off should indicate reason for being absent, such as personal illness, illness in family (reason for absence should be clarified). Employee should indicate, if possible, the length of time expected to be off. In event call-off was for one (1) day only, employee must call by 1:00 p.m. of the day of absence and report his/her return to duty or additional absence.

2. If it is necessary that the individual be off more than one (1) day, notification of return to duty should be by 1:00 p.m. the day prior to the day the individual plans to return. This allows time for releasing the substitute and notifying proper building personnel.

3. Friday is the cut-off day and it will be assumed that the employee will return to work on Monday unless other notification is given.

4. Bus Driver, Special Education Vehicle Driver, Bus Driver Assistant

Shall call the Transportation Supervisor or his/her designee as soon as possible but not less than one (1) hour prior to scheduled departure time in the morning and not less than three (3) hours prior to scheduled departure time in the afternoon.

5. Mechanics

Shall call the Transportation Supervisor as soon as possible, but not less than one (1) hour prior to time scheduled to work.

6. Head Cook

Shall call the baker or cook in rotation according to seniority as soon as possible, but not less than one (1) hour prior to scheduled report time. The baker or cook reassigns cafeteria personnel and calls the office of Cafeteria Supervisor for substitute for time needed, (this reassignment should, if possible, be discussed and approved by the head cook).

7. Cook

Shall call the office of the Cafeteria Supervisor two (2) hours prior to scheduled report time. The Cafeteria Supervisor's Office will call the substitute and also the head cook of the building to which the cashier is assigned.

8. Cashier

Shall call the office of the Cafeteria Supervisor two (2) hours prior to scheduled report time. The Cafeteria Supervisor's office will call the substitute and also the head cook of the building to which the cashier is assigned.

9. Monitor

Shall call the Business/Personnel office not less than one (1) hour prior to scheduled report time. Business secretary will call a substitute and notify Principal of building to which monitor is assigned. Building secretary will indicate monitor's absence and name of substitute on the weekly absence report.

10. Library Assistant

Shall call the PBX Receptionist not less than one (1) hour prior to scheduled report time. PBX Receptionist will notify building principal to which library assistant is assigned.

11. Day Custodian - Warehouse Person
    Shall call the Assigned Administrator as soon as possible, but not less than one (1) hour prior to scheduled report time. If unable to contact the Assigned Administrator, call the PBX Receptionist by 6:00 a.m.

12. Head Custodian – Night Custodian – Janitor
    Shall call the office of the Assigned Administrator as soon as possible but not less than two (2) hours prior to scheduled report time.

13. All Maintenance Personnel
    Shall call the PBX Receptionist prior to 7:00 a.m. The PBX Receptionist will notify the office of the Assigned Administrator.

14. Secretarial Personnel
    Shall call the PBX Receptionist prior to 7:00 a.m. The PBX Receptionist will notify the building principal or appropriate administrator.

15. School Nurse's Assistant
    Shall call the PBX Receptionist not less than one (1) hour prior to scheduled report time.

16. Educational Assistant
    Shall call the PBX Receptionist not less than one (1) hour prior to scheduled report time.

17. PBX Receptionist
    Shall call the Assigned Administrator not less than one (1) hour prior to scheduled report time.

18. Technology Assistant
    Shall call the Assigned Administrator not less than one (1) hour prior to schedule report time.

19. Accounting Department
    Shall call the Assigned Administrator not less than one (1) hour prior to scheduled report time.

SECTION N. Sub-contracting

During the term of this contract, no subcontracting will be entered into which will replace positions or reduce the regular hours of members of the bargaining unit until the necessity and/or advisability of such sub-contracting has been fully discussed by the Labor Management Committee.

1. That the cafeteria supervisor shall not perform bargaining unit work except in cases of urgent necessity and in the course of instructing members of the bargaining unit how to perform their duties.

SECTION O. Tools
All tools, other than hand tools necessary and normally expected to be privately owned, shall be Board purchased. Tools stolen from the premises or broken during the performance of one's duty will be replaced at Board expense upon receipt of Administrative approval.

SECTION P. Worker's Compensation
All employees 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. The employee shall have the option to use sick leave or wage reimbursement under the Act. Bargaining unit members shall accrue seniority while on Workers' Compensation for a work related injury sustained in the course of employment at the Howland Local Schools.

SECTION Q. Shift Assignments During Breaks
Except in cases of urgent necessity, all custodial/maintenance personnel shall work day shift during summer break. Except in cases of urgent necessity, when schools are not in session, during Christmas and Easter breaks, all custodial/maintenance personnel shall work day shift unless otherwise assigned by administration to cover scheduled events.

SECTION R. Temporary Assignment as Head Custodian
When the head custodian/day custodian in a school building is on scheduled leave or sick leave, the most senior building custodian/janitor for that shift shall assume the role of the head custodian/day custodian.

SECTION S. Work Orders
Printed work order sheets in duplicate shall be provided by the Board for employees to submit all work requests and/or supplies. One copy to be sent to the Assigned Administrator and one copy to remain in the building.

SECTION T. Work Week

1. The regular work week shall be forty (40) hours.

2. The normal work pattern shall be five (5) consecutive workdays beginning with Monday and ending with Friday.

SECTION U. Warehouse Person
Because of the need for moving supplies, mail, etc., efforts will be made to have the warehouse manned adequately at all time, by necessary personnel.

SECTION V. Use of Personal Radios
By administrative directive, night employees shall be permitted to listen to radios for safety purposes. However, if there is a breach of security and/or loss or damage to property which could reasonably have been prevented or diminished had it not been for the playing of such radio, the superintendent, at his/her discretion, may order the removal of such radios.

ARTICLE XVII
TRANSPORTATION GUIDELINES

SECTION A. Absences and Sick Leave

1. Should a driver employee need to be off, he/she shall:
   Notify the Transportation Supervisor or his/her designee as soon as possible but not less than one (1) hour prior to scheduled departure time in the morning and not less than three (3) hours prior to scheduled departure time in the afternoon.

2. When able to return to work from absence or sick leave, driver shall notify the Transportation Supervisor or his/her designee at least three (3) hours or more prior to scheduled departure time.

SECTION B. Assignment of New Buses

1. Newly purchased bus(es) shall be assigned by Transportation Supervisor in the best interest of the school district.

2. When a new bus is assigned to a route, the route shall be posted for bid and awarded on the basis of seniority.

SECTION C. Assignment of Garage Stalls

1. At the beginning of each school year, inside bus garage stalls will be assigned according to seniority among bus drivers. Not more than two (2) bus positions shall be used by the Administration.

2. Times of departure and arrival must be compatible among drivers. Conflicts of departure and arrival may be cause for reassignment of stalls.

3. All drivers must open and close the overhead doors during inclement weather. Failure to do so shall be cause for losing garage stall.

SECTION D. Assignment of Routes

1. Regular routes, trips and buses will be posted and assigned by the Transportation Supervisor according to seniority.

2. A returning contract driver will retain the same route and bus as previously assigned except as indicated below.

3. Continuing efforts will be made to equalize total time and route assignments for all drivers with realignment or adjustment of load for route areas.

4. Any change or realignment of previous year's route, which results in a fifty percent (50%) or more variation from previous assigned route, will cause route to be posted and classed a new route. (Exception will be made for redistricting.)

5. Recommendations for each assignment will be taken from written drive applications in response to posted opening. Each posting will be in accordance with Article XVI, Section K, Posting and Bid Procedure.

6. Any driver may request transfer to any new or vacated route; however, driver will leave previously assigned bus upon acceptance of such route.

7. Kindergarten routes will be awarded on an annual contract only basis on seniority of applicants from the list of regular drivers. Transportation Supervisor shall contact those drivers under contract prior to the first day of school for students in order to assign kindergarten drivers and their bus routes for the school year. A kindergarten trip is considered to consist of an A.M. take home and/or P.M. pick-up of kindergarten students. Pay as established by Board is one-half (1/2) of assigned drivers daily rate for both A.M. and P.M. kindergarten trip. Each year at orientation a sign-up sheet for contract drivers interested in substituting for kindergarten routes shall be provided. Driver to be assigned to that particular route shall, upon resignation of the regular driver, be awarded a contract for the balance of that year.

SECTION E. Bus Washing

The Board shall provide two (2) exterior washings of each bus per month that school is in session. Drivers shall continue to perform all duties of cleaning and routine maintenance as prescribed by law.

SECTION F. Daily Operational Procedure

1. Safety rules posted at the bus garage shall be strictly complied with at all times.

2. No engine will be started until the driver has made certain the overhead door is open all the way.

3. No one is to walk between the buses (front and rear) if the engine of either bus is running.

4. When entering or backing from the garage, buses will make a complete stop before side mirrors pass the overhead door track.

5. When approaching the garage, buses will make a complete stop prior to making the move to approach the doorway.

6. Maximum speed of 10 MPH will be observed in vicinity of bus garage and on school property.

7. Each driver shall keep an Accident Report Card, Breakdown Report Card and an up-to-date route map (s) on his/her bus. Each map is to show the following:

    (a) Place on map of initial pick-up marked "S" and the designated time the pick-up is made: (example: 7:15 a.m.)
    (b) The direction followed for the route lined with arrowhead denoting that direction.
    (c) The point of last student pick-up shall be designated with an "F" showing finish or final stop.
    (d) Approximate arrival time at school also be shown. (example: 7:45 a.m.; High School)

(e) Information and example of Accident Report Card and Breakdown Report Card can be found in Appendix. (see Sample Form #2 & #3)

8. The use of buses for reasons other than those authorized by Board Policy is illegal.

9. Transporting unauthorized persons on buses is prohibited.

10. Within the first calendar month after the start of school:
    (a) Time schedules shall be established and adopted.

    (b) Drivers shall complete and maintain a current bus roster sheet showing, name address, age and grade of students transported.

11. Drivers are to have the students at their respective building not more than (20) minutes not less than five (5) minutes prior to take-up time. Schedule permitting, buses are to be parked at the buildings not less than five (5) minutes prior to dismissal time. (Exception to this must be approved by the Transportation Supervisor.)

12. Drivers shall make their bus safety inspection daily to determine safe operating conditions. Items needing repair or deficiencies should be reported in writing on vehicle repair request form. (sample Form #4)

    Special attention shall be directed to the following:

    (a) Oil level (mechanic to add oil as per written request)
    (b) Coolant level (mechanic to add coolant as per written request)
    (c) Air brake system (reservoir tanks will be bled not less than once a week by mechanics)

13. Drivers are required to attend a minimum of one (1) safety meeting and one (1) orientation meeting during the year.

SECTION G. Extra-curricular/Field Trip Procedures

1. Howland Schools will conform to use of school buses in accordance with laws and Regulations dealing with the non-routine use of school buses.

2. A trip request form shall be issued for each trip involving extra-curricular use of a Howland School bus. Trip request shall be on form provided and show date, hour and time involved, destination, purpose, chaperone(s), number of participants and signature of requesting authority. Request shall be approved by principal of building where initiated. Request shall be signed and forwarded to Transportation Supervisor a minimum of five (5) days prior to scheduled departure time. Drivers shall be notified three (3) days prior to scheduled departure time. In cases of emergency, driver may be asked to take a trip with less than three (3) days notice. Driver declining an emergency trip with less than twenty-four (24) hours notice will not lose his/her turn on the roster. Driver accepting field trip shall not use this trip as his/her scheduled trip and shall be awarded the next scheduled trip. The driver who has accepted an extra-curricular/field trip must give twenty-four (24) hours notice to the Transportation Supervisor if said trip is going to be turned back in.

Necessary information concerning length of trip, time involved, shall be filled in and signed by driver upon completion of trip. Trip request form shall be returned to Transportation Supervisor and shall serve as a basis for payment of driver. Departure and return time must be recorded on back of trip request with time-clock stamp to warrant driver pay. (see sample Form #5)

3. Transportation of special equipment on buses shall be limited and when necessary to transport each passenger on the bus must be seated.

4. No extra-curricular/field trip shall be taken unless properly chaperoned.

5. Only members of the requesting group, chaperone (s), mascot, or authorized personnel will accompany any bus trip.

6. Road expenses (turnpike fees, fuel costs, etc.,) will be paid by sponsoring group. Should driver be required to pay any expense incurred relating to bus operational costs, he/she should obtain an itemized bill marked paid and turn in with completed trip card.

B. Implementation

1. The Transportation Supervisor will have the responsibility of scheduling buses and drivers in accordance with rosters for trips requesting transportation and will enforce the provisions of these regulations.

2. Drivers under contract with the Board shall have their regular contract school routes as their first responsibility.

3. Selection of drivers for extra-curricular/field trips will be from two (2) rotation roster boards.

   Roster Board #1:
   Daytime trips on days schools are in session. Must be available between 9:15 a.m. and 2:15 p.m.

   Roster Board #2:
   Trips involving nighttime travel or on days schools are not in session.

Roster sign-up will be authorized for five (5) working days at orientation each school year for those drivers wishing to have their name placed on Roster #1 and Roster #2. After registration period only drivers allowed to sign up would be a driver returning from leave of absence or a new driver receiving a contract. Each would have five (5) days to request name added to either Roster Board. (see Sample #6 in Appendix)

(a) Roster Board will be prepared according to seniority among those drivers on contract with the Board. Compensation of extra-curricular/field trips will be the bus driver/ extra-curricular/field trip pay rate to match pay scale.

(b) Extra-curricular/field trips scheduled for departure prior to 4:00 p.m. and subject to the nighttime #2 roster may be driven by persons other than those assigned to regular routes.

4. Trips will be assigned and taken in order name appears on Roster Board and exchange of trips will not be permitted. Exceptions may be made by Transportation Supervisor instance where there are trips going out of several schools at the same time and an in-line driver may be at that school. Changing of these trips may be done by Transportation Supervisor to avoid delay and cut costs in transportation.

5. Driver declining to accept an in-turn trip will forfeit his/her turn. Driver may decline a trip on Roster Board if he/she considers it to be a hazardous area, severe weather conditions, or due to conflict of personal schedule. Transportation Supervisor shall have the right to proceed to next in line to avoid delay in scheduling. Driver on either roster refusing three (3) consecutive trips in a row shall lose his/her roster eligibility for the balance of the school year unless refusal was due to illness.

6. Driver may remove name from either or both rosters at any time by submitting a signed letter requesting such action to the Transportation Supervisor. In cases where driver finds it impossible to drive due to health or extenuating circumstances for a given period of time, a letter or doctor's statement, stating such problem and period covered, should be filed with Transportation Supervisor to minimize scheduling calls. Driver, after submitting letter requesting removal, may reactivate his/her name by a written request to Transportation Supervisor, but must go to the bottom of the roster list.

7. Drivers will be expected to conduct themselves and drive the bus in a manner that will be conducive to good education at all times.

8. Upon arrival at the destination of an extra-curricular/field trip, the driver shall remain within close proximity of the bus, on the bus, or with the students to respond to any emergency situation that may occur. The bus will not be used for any other purpose while the students are participating in their activities.

9. Drivers will not be permitted to leave the sponsoring group while on extra-curricular/ field trips without approval of the person in charge. If approval is given, departure time must be determined and the driver will meet the departure time.

10. Drivers on extra-curricular/field trips will be responsible for refueling and interior cleanliness of the bus and the return of the bus to its assigned place of storage upon completion of the trip.

    Early dismissal for parochial schools shall be driven by the person regularly assigned to that route. This trip shall be considered a regular trip and shall be paid at the regular rate. Kindergarten drivers who are also involved in the early dismissal for parochial students shall have their first responsibility be to drive their kindergarten route. The early dismissal route for the parochial students shall be driven by the parochial kindergarten driver, unless such driver is unavailable, in which case a driver shall be assigned from the special trip Roster Board #1.

11. Drivers who arrive at the bus garage and the extra-curricular/field trip has been Cancelled shall be paid a minimum of one (1) hour at the extra-curricular/field trip rate.

12. It is agreed upon between OAPSE Local #34 and Howland Local Board of Education that Howland High School Marching Band may use contracted buses (Charter Buses) for their annual summer field trip, provided that said field trip is paid for by the band boosters. Should chartered buses be used due to special circumstances (such as an outside entity paying for chartered buses or trips to state tournaments), our Howland Bus Drivers will be compensated for the time the chartered buses are used unless prior to the trip OAPSE Local #34 agrees to forfeit this arrangement for good cause.

SECTION H. Parochial Days

1. On day(s) public schools are not in session and parochial and/or vocational schools are in session, those drivers transporting the majority of these students at one time will consider this as their regular route and they will drive these days.

2. If a parochial or vocational driver is ill or desires a day(s) off, regular contract drivers will be given the opportunity to drive this day(s). Seniority status will prevail. Routes will be assigned for the total amount of days regular driver is off. Contract drivers will have the opportunity to sign up for these extra day(s) at orientation each school year. (see sample Form #6)

SECTION I. Radios

1. Radios will be permitted if:
   (a) Approved by Transportation Supervisor in advance
   (b) Radio must be installed by authorized personnel, preferably by the mechanic on his own time at a reasonable cost to the driver.
   (c) Inspection must be made by mechanic or Supervisor before departure of bus on trip.
   (d) All radios will be installed on a separate fused line.

2. CB radios will be permissible with prior approval of the Transportation Supervisor. The installation of approved CB radio must be done by authorized personnel at the bus garage. Maintenance and/or theft of CB unit will not be the responsibility of the Howland Local Schools.

SECTION J. Rules and Regulations

All drivers shall be subject to applicable rules and regulations as set forth in the following and may be amended or superseded from time to time:

1. Ohio Public Transportation and Regulations
   Ohio Department of Education 1984

2. Ohio Public Transportation Operation and Safety Rules
   Ohio Department of Education July, 1991

SECTION K. Special Compensation

1. Drivers shall be paid for their entire day on Kindergarten Conference Day.

2. Drivers shall be paid their regular rate of pay for all hours spent at the Mandatory Safety meeting each year.

3. Should there be a breakdown of the bus during a driver's route or while on an extra-curricular/field trip, the driver shall be paid for all time spent waiting for assistance and return to the bus garage.

4. Bus Drivers shall be in attendance at convocation day and shall be paid for up to four (4) hours to work on routing and other related paperwork. In return for the bus driver's attendance at convocation day, they shall be granted one (1) district in-service off with pay.

5. Drivers shall be paid fifteen (15) minutes prior to a scheduled departure time to perform pre-trip duties.

6. Veteran re-certification will be paid as follows:
   9-hours/classroom instruction. (Need to complete a request for professional leave.)
   *10-hours/behind wheel with onboard instruction. Mileage to and from the Trumbull County Educational Service Center. (Need to complete a request for reimbursement for Mileage.)

   *10 hours will be the maximum allowed for reimbursement.

ARTICLE XVIII
GENERAL MEETINGS FOR CLASSIFIED EMPLOYEES

1. On a day in the Fall, designated by the school calendar, there shall be a general meeting for all classified employees. During the general meeting, time shall be allocated to the Union (their officers and/or the field representative (s) and to the Superintendent of Howland Schools and/or his representative.

2. Following the general meeting, departmental workshops may be conducted. Employees scheduled to work longer than the hours necessary for these meetings and/or workshops shall return to their regular work stations to complete their scheduled hours of work for the day. All other employees shall be dismissed and shall be paid their regular hourly rate for the time spent at the general meeting and/or workshops. Attendance at such meetings and workshops is required by all members of the bargaining unit.

3. The Union shall provide members representing all job groups who shall work with the Supervisor and the Assigned Administrator in program development. Final authority for the total program rests with the Assigned Administrator after working with each representative group in an advisory capacity.

4. In-service programs may be instructed by a classified employee of the Board or by such other person(s) approved by the Superintendent or his/her designee. A classified employee who coordinates, directs, or instructs and approved in-service program at the request of the Superintendent or his/her designee will be paid his/her current hourly rate. The Superintendent or his/her designee may approve release time for preparation for such in-service program.

ARTICLE XIX
UNION RIGHTS

SECTION A. Annual OAPSE Conference

Authorized delegates shall be permitted to attend the annual OAPSE Conference, not exceed an aggregate of twelve (12) days annually, without loss of pay.

SECTION B. Board of Education Minutes

The Board agrees to provide the Union with two (2) copies of the Board minutes following each Board meeting at no cost to the Union.

SECTION C. Board Meeting Notification

The Union shall be notified of all regular or special Board meetings. The agenda of such meetings shall be provided to the Union President the day preceding the Board meeting.

SECTION D. Job Description Handbook Distribution

A handbook containing all job descriptions shall be made available to each building and the bus garage.

SECTION E. General OAPSE Meeting

Upon the approval of the Superintendent, the Union shall be granted time at the beginning of each year on opening day to meet with members of the bargaining unit.

SECTION F. Labor Management

A Labor Management Committee consisting of four (4) representatives each from OAPSE and the Board shall be established to confer on matters of mutual concern, to keep both parties to this contract informed of changes and developments caused by fluctuating conditions and to confer over potential employee/employer problems. The Superintendent and the President of the Union shall be permanent members of the committee. Formal notes may be taken for informational purposes and distributed to the members of the committee.

Either party to this contract may request a meeting of the Labor Management Committee, but not more than one (1) meeting per month shall be held unless mutually agreed upon. The date, time, and place of such meetings shall be made in advance.

SECTION G. OAPSE/NEOTA Day District Meeting

All bargaining unit members shall be permitted to attend, with pay, the Northeast District meeting which shall be held on OAPSE/NEOTA Day. The Board shall be given one weeks advance notice as to who will be attending.

SECTION H. OAPSE/State District Officer Leave

The Board shall grant paid leave, not to exceed five (5) days annually, to any employee who is a state or district OAPSE officer. Such leave shall be granted for the time needed with one (1) week advance notice given to the Board.

SECTION I. Paid Release Time for Union President

Paid release time, not to exceed two (2) hours weekly, shall be granted the Union President to attend meetings of mutual concern as approved by the Superintendent or his/her designee.

SECTION J. Policy Book

The Board shall provide two (2) copies of the Board Policy Book to the Union. The Board shall also provide all changes to the Policy Books s such changes are printed for distribution.

SECTION K. Professional Meetings

Union members shall be permitted to attend professional meetings upon approval of the Superintendent of the Board without loss of pay.

SECTION L. School Calendar

The Union is to be allowed a voice in selection of the school calendar. The President of the Union or his/her representative shall meet annually with the Superintendent or his/her committee to present calendar recommendations. Final calendar decisions remain with the Board.

SECTION M. Union Meetings

Employees shall be granted time of not to exceed one and one-half (1 ½) hours to attend Union meetings, once per month, should such meeting fall within the employee's regular work shift.

SECTION N. Use of Facilities

Officers and building representatives of the Union shall be permitted to use inter-school mail facilities and mail boxes for the distribution of Union communications, inter-school telephones for local calls only, and bulletin boards located at time clock areas. The Union shall be permitted to use the school buildings for membership meetings, committee meetings and executive sessions provided that permission is granted by the Assigned Administrator.

ARTICLE XX
TERMS OF THE AGREEMENT

This contract contains the full and complete agreement between the Board and the Union on all negotiable issues. This contract cancels all previous agreements based on alleged past practice. Neither party shall be required, during the term thereof, to negotiate upon any issue whether it is included or not included in this contract unless otherwise mutually agreed to and executed in writing by the parties hereto.

This agreement shall be in effect for June 16, 2013 and shall remain in full force and effect until June 30, 2016.

THIS AGREEMENT made and entered into this 16th day of June, 2013 by and between the Howland Local Board of Education, hereinafter called the "Employer" and its Local #034, hereinafter called the "Union" for and on behalf of the employees in the bargaining unit set forth in Article 1 of the agreement.

IN WITNESS whereof, the parties hereto, by their duly authorized representatives, have executed this agreement on the day and year first above written.

BOARD OF EDUCATION

By:_____
Negotiator

By:_____
President

By: John R. Shute
Superintendent

By: Thomas Kujjinsky
Treasurer

OAPSE, AFSCME/AFL-CIO

By: Andrea Wundrow / Pres.
President, Local #034, OAPSE

By:_____
Field Representative

By: Lorraine Gleslop

By: Ron Loomis

By:_____

APPENDIX

Form #1	Route or Bus Opening
Form #2	Accident Card
Form #3	Breakdown Card
Form #4	Pre-Trip Inspection
Form #5	Special Trip Request Form
Form #6	Request for Extra-Curricular Bus Trips

MEMORANDUM OF UNDERSTANDING
CAFETERIA STUDY

It is understood and agreed between the Howland Board of Education and OAPSE Local #34 as follows:

A joint committee shall be established to study procedures, purchasing, inventory, and related matters regarding the school cafeteria. The committee shall not exceed ten (10) members, fine (5) each appointed by the Union and the Superintendent.

Dated this 8th day of September, 1988.

HOWLAND LOCAL BOARD OF EDUCATION
OAPSE LOCAL #034

MEMORANDUM OF UNDERSTANDING
CLASSIFICATION PAY ADJUSTMENTS

It is understood and agreed between the Howland Board of Education and OAPSE Local #34 as follows:

1. The North Road 3-hour custodial position will be increased to four (4) hours per day without posting.

2. The High School Assistant Principal Secretaries (2 positions) contract year days remain at the current contract language for incumbent employees; however, upon any subsequent vacancy in the position(s), the position(s) will be posted at 208 days per year.

3. The PBX receptionist's hourly rate of pay will increase to a level equal to the secretary to the cafeteria/transportation supervisors, without posting.

Dated this 29th day of September, 2008.

HOWLAND LOCAL BOARD OF EDUCATION
OAPSE LOCAL #034

MEMORANDUM OF UNDERSTANDING
MAINTENANCE

In recognition of the **District's Consolidation of Maintenance Functions and Operations,** the parties further agree that henceforth, there will be two classifications of maintenance worker, "Maintenance I" and "Maintenance II".

Maintenance I will be comprised of personnel working currently as "Maintenance-Heating" or employed in the position subsequently – which will continue to require the boilers license. The salary schedule for Maintenance I shall be the rates and index currently set forth in the Article VIII "Compensation" as "Maintenance – Heating". Maintenance II will be all other maintenance employees (Carpenter, Painter, Groundskeeper, Fire-Maintenance", who effective with the 2012-2013 contract year, will be paid on the salary schedule and index for the current "Carpenter, Painter, Groundskeeper", in Article VIII.

All maintenance employees will be required to perform maintenance duties and responsibilities as assigned and each is expected to engage in general maintenance, general HVAC, carpentry, painting, groundskeeping, fire-maintenance, etc. However, current employees working under a specific job specialty (i.e. Heating, Painter, Carpenter, Groundskeeper, Fire-Maintenance) will continue to be given a primary assignment to those areas and will continue to be the first asked to work in those areas as needed.

Subsequent Maintenance II employees will be employed as general maintenance workers, unless otherwise employed with a primary assignment in the discretion of the Board.

For purposes of the assignment of overtime and extra hours (i.e., those hours that are beyond a normal shift period which may or may not ultimately result in "overtime"), the parties agree to the following clarifications:

1. In clarifying the language of Article XVI, Section J.3., given that maintenance employees are not assigned to any specific building or area, the parties agree that overtime/extra work will be rotated among all interested maintenance employees before seeking assistance from other departments or from substitute employees.
2. When work is being performed by maintenance employees during the course of a normal shift results in additional time to complete a task or project that the supervisor believes would better be accomplished by a continuation of the employees on such task or project, overtime/extra time may be given to those employees. The parties agree that this meets the definition of "urgent necessity".
3. When there is work that requires maintenance employees that is scheduled or readily available for reasonable advance scheduling, such overtime/extra work will be rotated on a seniority basis for interested maintenance department employees. For purposes of this rotation, there will be no differentiation between Maintenance I and Maintenance II employees.

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