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MASTER AGREEMENT

BETWEEN THE

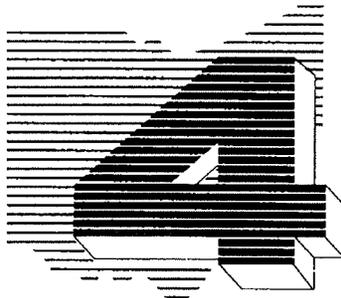
CHILLICOTHE CITY SCHOOL DISTRICT

AND THE

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES AFSCME/OAPSE LOCAL 4/AFL-CIO**

AND ITS

LOCAL #014



OAPSE/AFSCME Local 4/AFL-CIO

July 1, 2013 – June 30, 2016

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Article 1.00
RECOGNITION

A. Bargaining Unit

1. For the term of this Agreement, the Board of Education of the Chillicothe City School District, hereinafter referred to as the Board, hereby recognizes the Ohio Association of Public School Employees, AFSCME Local 4/AFL-CIO and its Chillicothe Local # 14, hereinafter referred to as the Union, as the sole and exclusive bargaining representative for all employees now employed and eligible for inclusion in the following-described unit.
2. Employees eligible to be considered part of the bargaining unit include all full-time and regular short hour employees regularly assigned to a work schedule in the following departments:
 - a. Clerical and Fiscal
 - b. Maintenance and Operations
 - c. Food Services
 - d. Transportation
 - e. Aides and Monitors
3. The following positions are excluded from the bargaining unit:
 - a. Supervisors
 - b. Secretary to Human Resources and Operations
 - c. Treasurer
 - d. Secretary to Superintendent
 - e. Secretary of Business Services
 - f. Secretary to Assistant Superintendent
 - g. Clerk to Treasurer
 - h. Substitutes
 - i. Attendance Officer
 - j. Casual Employees
 - k. Transportation Coordinator
 - l. Payroll Clerk
 - m. Accounting Clerk in Treasurer's Office
4. This section shall not prevent the recognition of additional classifications or units except those specifically excluded herein. Upon certification of the Union as the sole and exclusive bargaining representative for said unit or classification, said unit or classification shall be attached for subsequent negotiations.

Article 2.00
Recognition of Superintendent

- A. The Union recognizes the Superintendent of Schools as the Chief Administrative Officer of the school district responsible for all activities set forth by Board of Education policy, regulations of the State Department of Education and other appropriate State and Federal Agencies, and the Ohio Revised Code. It is agreed by the Union that all questions, requests, and recommendations shall be submitted to the Superintendent or designee. In accordance with ORC 4117.04, the Superintendent or Designee shall address to the appropriate Local or State officials of the Union all communications concerned with collective relationships under Chapter 4117 of the Revised Code.

Article 3.00
Management Rights

- A. The Board hereby retains and reserves unto itself, except as limited by the specific and express terms of this contract, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the right to:
1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 2. Direct, supervise, evaluate, or hire employees;
 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the public employer as a unit of government;
 8. Effectively manage the work force;
 9. Take actions to carry out the mission of the public employer as a governmental unit.

Article 4.00
Union Rights and Responsibilities

A. The Union will have the following rights and responsibilities:

1. To use the facilities of any building for meetings, without fees and in accordance with the procedures and policies of the Board of Education, upon notification of the administrator in charge of such building. Permission to use such facility will be given as long as it does not interfere with any previously authorized activity in said building.
2. To use Board owned equipment, including Computers, typewriters, calculators, duplicating equipment, public address equipment and audio-visual equipment for Union purposes at times which do not interfere with the operation of the school system. Such equipment shall not be removed from school premises except on express authorization of the building principal. Any expendable supplies such as duplicating and typing paper, will be supplied and/or paid for by the Union.
3. Unit members shall be held liable by the Board for accidental loss or damage to school equipment and supplies, being utilized for Union business.
4. The Union shall have the non-exclusive use of a bulletin board, located in a mutually agreed upon place. Any material posted shall be signed by an authorized representative of the Union.
5. The Union shall have the right to the use of the school interdepartmental and electronic mail service to the extent such use is consistent with the school use of such service.
6. To use telephones to carry out Union business. Any fees or toll calls shall be logged on the prescribed form. Any fees and toll calls shall be reviewed by the employee involved in the call and payment will be issued to the Treasurer by the Union within thirty (30) days.

B. The Union shall be provided with:

1. A copy of the Board agenda, which shall be mailed or faxed in summary to the President of the Union prior to the Board meeting with full packet available at the time of the Board meeting.
2. One copy, upon request and when available, of the following forms: appropriations, Board minutes, financial reports, budget, and classified employees list shall be given to the President of the Union.

Article 5.00
Scope of Negotiations

A. Schedule of Negotiations

Requests for opening negotiations shall be submitted not more than 120 days nor less than 90 days of the expiration of the agreement. Written requests for meetings from the Union shall be made directly to the Superintendent. Written requests from the Superintendent of the Board or their representatives shall be made to the President of the Union. A mutually convenient meeting date shall be set within fifteen (15) days of the date of the request.

B. Representation

The negotiation committee for each party of this Agreement shall consist of not more than five persons. Both parties shall be granted the privilege of caucus during negotiation sessions. Consultants may be used by either party. The expenses of the consultants shall be paid by the retaining party.

C. Meetings and Agenda

1. Both parties to this Agreement pledge to negotiate in good faith and to strive to resolve all issues with due regard to the best interests of the students of the Chillicothe Schools. To this end, both parties agree to meet as frequently as necessary and practical and at reasonable times to work for agreement. Both parties agree to limit the time for individual meetings.
2. Members of the Negotiations Committee may use Union leave for negotiations. Negotiations may be conducted during the regular duty day of members of the team upon the mutual agreement of the parties. Members of the team shall not suffer any loss of pay. If the board incurs additional expense by reason of such member's absence from his/her assigned duties, the employee must use Union leave to the extent Union leave is provided in Article 23.00.
3. Each party shall prepare written proposals to be discussed during the period of negotiation. Such proposals shall be exchanged at the first negotiation meeting and no further items may be added for consideration unless mutually agreed upon.

D. Study Committee

The parties may appoint study committees to research, study, and develop reports, and to make recommendations of matters under consideration. The committees shall report findings to both parties.

E. Exchange of Information

Both parties agree to furnish the other, upon reasonable request, all available financial information, statistics, and background necessary to resolving the issues on the agenda.

F. Publication of Information

1. Periodic progress reports and/or news releases may be issued during negotiations to the public provided that any such release shall have prior approval of both parties.
2. The Board and the Union retain the right to issue general reports to their respective groups on the progress of negotiations.

G. Tentative Agreements

As tentative agreement is reached on each proposal, it shall be signed and dated by each party's Chief Negotiator and one other member of the Board and the Union in attendance.

H. Agreement

When agreement is reached, it shall be reduced to writing and signed by the chairman of each negotiating committee, and when ratified by the Union and the Board, it shall be signed by the parties.

I. Impasse

1. Definition of Impasse

The negotiating group shall continue to meet and deliberate until all issues are resolved or an impasse has been reached. An impasse shall be considered to exist on an issue when: (1) No common agreement of parties has been reached after ninety (90) calendar days have elapsed after the date of the first discussion by the negotiating committee of an issue accepted for negotiating unless by mutual agreement, or (2) Both parties agree that further deliberation and discussion by the negotiation group of an issue accepted for negotiating will not resolve the issue.

2. Impasse Procedure

Within ten (10) days of a declaration of impasse, either party may request services of the Federal Mediation and Conciliation Services. The mediator shall have no authority to bind the parties to any agreement. The impasse procedure is the parties' mutually agreed to alternative dispute resolution procedure and supersedes the dispute resolution procedures of ORC 4117.14.

3. Costs and expenses which may be incurred in securing and utilizing the services of the Federal Mediation and Conciliation Services shall be shared equally by the Board and the Union. Any other expense will be paid by the party incurring it.

J. Impasse - No Strike

1. There shall be no strikes, slow downs, work stoppages or other concerted actions that disrupt the education of children sanctioned by the Union for the duration of this Agreement.

Article 6.00
Assurance

- A. Should any provisions of this Agreement be found to be unlawful by a court of competent jurisdiction, it shall be considered null and void. All other provisions of this Agreement will continue in full force and effect. The Board and the Union agree to meet and renegotiate any provision declared unlawful within thirty (30) days of the court's decision.
- B. The Board and the Union recognize the civil rights of all members of the bargaining unit and agree that they will not discriminate against any of the members of this bargaining unit in any manner prohibited by state and/or federal law.
- C. The enforcement of this provision shall be obtained in the appropriate state and/or federal agency responsible for enforcement.

Article 7.00
Grievance Procedure

A. Purpose

The purpose of the Grievance Procedure shall be to guarantee to employees the opportunity to present their grievance concerning the interpretation or application of the written and express provisions of this agreement with the assurance that their grievance will receive quick and fair treatment. Such procedure shall be available to all members of the bargaining unit and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure by reason of such initiation or participation. Both the Board and the Union agree that grievance proceedings shall be handled in a confidential manner.

B. Definitions

1. A grievance is defined as a complaint involving the alleged violation,

misinterpretation, or misapplication of a written provision of the agreement entered into between the Board of Education and the Union.

2. A grievant shall be defined as the employee(s) or the Union or Local acting on behalf of the employee(s) alleging that there has been a violation, misinterpretation or misapplication of a written provision of this agreement.
3. Workdays as used in this procedure shall be any day, Monday through Friday, exclusive of negotiated or school observed holidays. During the summer recess, workdays shall be taken to mean any day, Monday through Friday, exclusive of holidays, leave days, or vacation days of any party to the grievance. Also excluded are non-contract days of any administrator who is a party to the grievance.

C. Step 1 (Informal)

Members of the bargaining unit who have a grievance shall discuss it first with their immediate supervisor or, for employees permanently assigned to school buildings, their Principal in an attempt to resolve the matter informally at that level. The employee must inform the principal or his or her supervisor that Step 1 of the Grievance Procedure is being initiated before the Step 1 discussion commences.

D. Step 2 (Formal- In Writing)

As a result of the discussion, if the employee(s) is/are not satisfied with the suggestion for resolution received at the Informal Level, the complaint shall be reduced to writing and submitted to the principal or immediate supervisor. If such grievance is not filed within fifteen (15) work days following the act or condition upon which said grievance is based, or became known, or should have become known, the grievance shall no longer exist. The principal or the immediate supervisor shall communicate his/her decision to the employee(s) in writing within seven (7) working days of receipt of the written complaint.

E. Step 3 (Superintendent)

Within ten (10) working days after the written response by the principal or immediate supervisor, the employee(s) may then submit the written grievance to the Superintendent or his/her designee who shall schedule a meeting which shall take place within ten (10) working days. Within ten (10) working days of the meeting, the Superintendent or his/her designee shall provide the employee(s) with a written response stating his/her position and suggestion for resolving of the grievance. Copies shall be sent to the employee(s), the principal or immediate supervisor, and the President of the Union.

F. Step 4 (Mediation)

Before a grievance is submitted to arbitration, the parties agree to mediate the grievance

using a mediator from the Federal Mediation and Conciliation Service (FMCS).

G. Step 4 (Arbitration)

1. If the grievant is not satisfied with the disposition rendered by the Superintendent in accordance with Section E of this Article, then the Union may appeal the grievance to arbitration by submitting a request for arbitration to the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) work days of the mediation. The request for arbitration shall specify the act or condition upon which the grievance is based, the date of the act or condition, the names and addresses of the parties, the contractual clause(s) alleged to have been misinterpreted or misapplied, and the remedy sought.
2. Copies of the request form will be mailed to the Superintendent with return receipt requested or hand delivered with date of receipt noted. The mailing or delivery shall be done so that date of receipt will comply with the fifteen (15) work days time limit for submission to arbitration.
3. The selection of the arbitrator and the arbitration hearing shall be conducted in accordance with the rules and regulations of the Federal Mediation and Conciliation Service (FMCS).
4. The arbitration decision shall be final and binding upon the Board, the Union and the Grievant. The arbitrator's award shall be strictly limited to the issue(s) presented and his/her decision shall be sent to the Board of Education and the Union within thirty (30) calendar days following the conclusion of the hearing.
 - a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the written provision of this Agreement, nor shall he/she make any decisions contrary to law. Furthermore, he/she shall not imply obligations and conditions upon the parties from the Agreement except as set forth herein.
 - b. The costs of the arbitrator shall be equally paid by the Board and Union.

H. General Provisions

1. A grievance shall be reduced to writing and include:
 - a. What specific provision(s) of the agreement has been violated, misinterpreted, or misapplied.
 - b. A statement of facts concerning the alleged violations.
 - c. Relief sought.

- d. Date of initiating procedure.
2. If the Grievant is represented at any level, the representative will be determined by the Union. The Board may be represented by counsel of their choice at any and all levels.
3. Time limits within this provision shall be considered a maximum unless mutual written agreement to extension by the parties is made.
4. Any grievance not appealed from the written disposition of the Board's representatives in any of the steps of the grievance procedure within the times and in the manner specified herein shall be considered as having been accepted by the employee and the Union on the basis of the disposition last made and shall not be eligible for further appeal.
5. If any representative of the Board fails to meet the time requirements in any of the steps of the grievance procedure as specified herein, then the grievance is automatically forwarded to the next step in the grievance procedure.

Article 8.00
Labor/Management Committee

- A. The Administration and the Union will meet to conduct free and open discussions concerning issues or questions arising out of the terms and conditions of this Agreement and employment. The committee shall be composed of a maximum of three (3) representatives from the Union and the Local President and a maximum of three (3) from the Administration and the Superintendent.
- B. The parties agree that the purpose of this committee shall not be negotiations nor for drafting amendments to the present Agreement but for the expressed purpose of resolving problems or addressing issues of mutual concern to the parties.
- C. Meetings of the committee will be held at times and places mutually agreed to by the parties. Release time may be approved by the Superintendent or his or her designee.

Article 9.00
Discipline/Discharge

- A. Employees shall be suspended and/or disciplined in compliance with the progressive discipline procedure set forth below.

Based upon the severity of the situation, disciplinary action may warrant deviation from the below procedural order.

1. Oral Reprimand
2. Written Reprimand
3. 3-Day Suspension without pay
4. 5-Day Suspension without pay
5. Termination

*Employees shall have the right to Union representation at any one of the disciplinary processes above.

- B. Any written record of disciplinary action will be kept in the employee's active personnel file. Bargaining unit members will be given an opportunity to sign any written record of disciplinary action issued after July 1, 1999 before it is placed in the employee's personnel file. The employee's signature does not constitute agreement with the disciplinary action but it does acknowledge that the employee is aware that the disciplinary action is in the file. If an employee refuses to sign the record of disciplinary action, the Administration will note the refusal on the recorded disciplinary action. Employees have the right to attach a letter of rebuttal to any disciplinary action they disagree with. Letters of rebuttal must be submitted to the Superintendent or his/her designee within ten (10) work days from the date the disciplinary action is issued. If the employee requests representation, he/she shall have a right to a representative at any disciplinary hearing. The Superintendent or his/her designee may reschedule a disciplinary hearing if requested by the Local Union President. The administration will document discipline cases with audio or video tapes when necessary.
1. If the Administration is considering suspending or terminating an employee, the Superintendent or his/her designee will furnish the employee with a written notice setting forth the reasons for the suspension or termination.
 2. Prior to the actual suspension or termination of the employee, the Superintendent or his/her designee will conduct a hearing to provide an opportunity for the employee to offer an explanation and to consider the Administration's evidence.
- C. No employee shall be subject to discipline except for just cause, commencing with A.3. in the above procedure. Oral or written reprimands may be appealed to the Superintendent or his/her designee. Suspension or termination may be directly appealed to Step 4 (Arbitration) of the Grievance Procedure (Article 7).
- D. Discipline will be administered in a timely manner. Oral or written reprimands will be administered within thirty (30) work days of the act or violation or within thirty (30) work days of the supervisor/administrator becoming aware of the act or violation unless legal considerations dictate otherwise. Suspensions or terminations will be administered within twenty (20) work days of the hearing provided in section B (2) in this article. The administration will notify the Local Union President, in writing, of a bargaining unit member's discharge within five (5) work days of the action.

Article 10.00
Probationary Period

- A. All newly hired employees shall serve a probationary period of not more than ninety (90) workdays. If the employee is determined to be marginal, his/her original probationary period may be extended by an additional 45 days. During this period the probationary employee may be dismissed at the Board's designee's sole discretion and no provision of this agreement shall be applicable.

- B. When a bargaining unit member in any classification changes positions out of his/her department, he/she shall serve a probationary period of not more than thirty (30) workdays and be provided a training period. If the employee is determined to be marginal, the supervisor/administrator may extend the original probationary period by an additional 60 days. During the initial probationary period the supervisor/administrator will note deficiencies in writing to the probationary employee. An employee may elect to return to his/her former position any time during the probationary period. During this probationary period, the bargaining unit member may be removed and returned to his/her former position. The removal of a probationary employee shall not be arbitrable.

- C. Employees who change position within the same classification shall not serve a probationary period. Employees who change positions within the same classification shall have 10 workdays to elect to return to their previous position. If an employee elects to return to his/her previous position the vacancy shall be offered to the next senior employee who bid on the position. When a bargaining unit member changes positions within the department, he/she shall serve a fifteen (15) workday probationary period and be provided a training period. If an employee is determined to be marginal, the supervisor/administrator may extend the original probationary period by an additional 30 days. During the initial probationary period the supervisor/administrator will note deficiencies in writing to the probationary employee. An employee may elect to return to his/her former position any time during the probationary period. During this probationary period the bargaining unit member may be removed and returned to his/her former position. The removal of a probationary employee shall not be arbitrable.

- D. A bargaining unit member who changes positions more than one (1) time per school year may elect to return to the position held immediately prior to the probationary period only one (1) time per school year, except for extenuating circumstances.

- E. A vacancy created as a result of a bid that the Board determines to fill will only be declared a vacancy after the probationary period is completed. During the probationary period, the position will be temporarily filled with a substitute. Posting will occur during the probationary period with a disclaimer on the posting explaining that the previous employee is currently serving a probationary period and may return to the position before it is permanently filled.

Article 11.00
Seniority and Vacancies

- A. Seniority standing shall be granted all Bargaining Unit employees who have completed the probationary period. For the purpose of this subsection, an approved absence shall not interrupt continuous service.
- B. Seniority shall be defined as an employee's length of continuous employment with the Board. Classification seniority shall be determined by the most recent date of hire into the classification. Department seniority shall be determined by the most recent date of hire into the department. A new hire probationary employee shall have no seniority rights until he/she satisfactorily completes the probationary period, when at that time said probationary period shall be added to his/her total length of continuous service.
1. Seniority will begin to accrue on the first day worked in a bargaining unit position.
 2. In the event two (2) or more bargaining unit members have the same date of hire, their seniority will be determined by the last four (4) digits of their Social Security Number, from highest to lowest.
- C. An employee shall lose his/her seniority standing upon voluntary resignation or dismissal from employment with the Board.
- D. Departments and Classification
1. Maintenance and Operations

Maintenance Repair
Painter
Electrician
Plumber
HVAC Technician
Carpenter
Custodian II
Stores Clerk/Delivery
Head Bus Driver

Note: All Fireman Custodians in this position as of June 1, 2013 shall maintain that classification and special compensation as long as they maintain their low pressure boiler operator's license until that person leaves that classification. The cost of maintaining a license will remain that of the employee.

2. Transportation

Bus Drivers
Assistant Bus Mechanic
Bus Mechanic
Bus Aide Monitor

3. Food Service

Worker
Manager
Cook

4. Educational Aide and Monitor

Aide
Monitor

5. Clerical and Fiscal

Secretary I
Secretary II
Secretary III
Food Service Accounting Clerk
Accounting Clerk I
Accounting Clerk II

Note: All Secretaries I, II and III's and Food Service and Accounting Clerk classifications who currently work seven (7) hours shall work and be paid for seven and one-half (7.5) hours per day five (5) days per week.

E. The Board agrees to furnish the Union with a seniority list annually.

F. Vacancies shall be filled in the following manner:

1. Vacancies within the bargaining unit which are to be filled shall be posted for a minimum of five (5) working days via school e-mail, on the district website, one place in each building and one place in the personnel office. Such vacancies shall be posted within five (5) work days of the action of the Superintendent or his/her designee declaring the vacancy. All postings shall list qualifications, work location, shift involved, salary schedule and job description which may be incorporated by reference.

Employees interested in knowing about summer vacancies will fill out and turn in a form by the end of the school year. Employees will then be notified by mail

with paychecks in June and July. In August, postings will be made in the personnel office, on the web site, and sent to all CCSD users via e-mail. The Union President will be notified of all bargaining unit vacancies during the summer. Employees may use the telephone call-in system to find out about vacancies.

2. A member of the bargaining unit desiring the position shall submit a bid to the Superintendent or his/her designee within the posting period.
3. Appointment to the vacancy shall be made by the Board by awarding the position to the most senior employee (by classification seniority) bidding within the classification.
4. Vacancies within the aides classification shall be awarded to the most senior employee within the aides classification who bids on the position, provided the employee possesses the qualifications and necessary skills as determined by the minimum qualifications listed on the job description in effect at the signing of this contract which may include required licensing and certification.
5. If no employee in the classification where the vacancy exists bids on the position, the Board shall award the position to the most senior employee (by department seniority) bidding within the department who possesses the necessary skills and abilities to perform the job as determined by the minimum qualifications listed on the job description in effect at the signing of this contract. An employee awarded a position by department seniority under this section (5) shall serve a probationary period according to Article 10-C of this agreement.
6. If no employee in the classification where the vacancy exists bids on the position, the Board shall award the position to the employee in the bargaining unit who bids and is determined to be qualified based on the necessary skills and abilities which may include certification and licensing requirements to perform the job as determined by the minimum qualifications listed on the job description in effect at the signing of this agreement. It is understood that the administration may utilize a test to determine whether said employee possesses the qualifications and necessary skills for the position. All such tests will be administered equally and shall pertain directly to the qualifications listed for the position. An employee must achieve a minimum passing score of 70% to be considered qualified. If a test is required the position shall be awarded to the employee with a passing test score who has the greatest system seniority. Prior to testing, employees will be provided an overview or testing requirements, if requested. If two (2) or more applicants are equally well qualified, system seniority shall prevail. An employee awarded a position under this section (5) shall serve a probationary period according to Article 10-B of this agreement.

- a. When a vacancy is posted according to Article 11.00 and no bargaining unit member who is qualified bids on the position, the Board may award the position to a bargaining unit member who is on his/her initial probationary status who is qualified.
 - b. The initial probationary status for a probationary employee who changes positions above shall be for the balance of the initial probationary period or sixty (60) workdays, whichever is greater.
7. If a position is not filled from within the bargaining unit, the Board may hire from outside the unit. In original appointments by the Board, the Board shall follow the rules set by the Chillicothe Civil Service Commission.

Article 12.00
Job Descriptions

- A. The Union President shall be furnished with a copy of all job descriptions for each classification covered under the terms of this Agreement. All job descriptions shall be available for inspection by members of the bargaining unit at the Board of Education offices. Copies will also be mailed to a bargaining unit member upon written request by inter-office mail.
- B. The Labor/Management Committee shall discuss and review all newly added and current job descriptions for classifications covered under the terms of this agreement prior to Board approval.

Article 13.00
Employee Training

- A. The Board shall provide a program of in-service training for employees in the bargaining unit designed to assist employees to achieve and maintain standards of performance required by the duties of employees in the bargaining unit, and the employee shall be awarded a certificate of completion.
- B. Local in-service training shall take place at such times that no loss of pay or benefits shall be suffered by the employee.
- C. Nothing herein shall remove from the member of the bargaining unit the full responsibility to achieve and maintain the skills necessary to satisfactorily perform the duties of such member's individual assignment. The Board will reimburse an employee for expenses/tuition for any formal training required to continue to perform his or her individual assignment provided prior approval is granted by the Superintendent or his/her designee and the formal training does not interfere with regular work hours. Employees in the aides classification shall be reimbursed the initial total cost of the para-professional test.

- D. The Board shall encourage employees of the bargaining unit to attend OAPSE workshops that pertain to their work classification and shall pay registration, mileage or transportation fees provided prior approval is granted by the Superintendent or his/her designee and the workshop does not interfere with regular work hours.

Article 14.00

Student Employees, State and Federally-Funded Work Programs

- A. The Board agrees to comply with the state and federal law pertaining to all job and work training programs.

Article 15.00

Reduction in Force and Recall

- A. In the event it is necessary to reduce the work force due to lack of funds, or lack of work, or abolition of a position, bargaining unit members with seniority will be given preference in the following order:
1. All bargaining unit vacancies shall be bid. Employees on recall may be recalled to any unfilled position in the classification during the bid procedure based on classification seniority.
 2. The employee with the lowest classification seniority shall be the first who is to be laid off. If additional layoffs are made, the same procedure shall be followed.
 3. An employee who is to be laid off, displaced or bumped shall have the right to bump/displace an employee in the same classification who has less classification seniority.
 4. An employee bumped out of his/her classification shall have the right to bump an employee in the same department who has less department seniority provided the employee possess the skills and abilities to do the job, including licensing and/or certification if required, as determined by the minimum qualifications listed in the job description at the signing date of this agreement.
 5. An employee who is to be laid off, displaced or bumped and who is unable to bump under the preceding paragraphs shall have the right to bump an employee in another classification or department who has less department seniority. The Employee must have previous work experience with the Chillicothe City School System in the classification or department into which she/he is to bump, and she/he must continue to have the stated qualifications for original or promotional appointment to the position. Notwithstanding the foregoing, no part-time employee shall have the right to bump a full-time employee.

6. An employee unable to bump under the preceding paragraphs shall have the right to bump an employee in any classification or department with less system seniority provided the employee possess the skills and abilities to do the job, including licensing and/or certification if required, as determined by the minimum qualifications listed in the job description at the signing date of this agreement.
 7. Seniority will be given preference when it becomes necessary to reassign to maintain proper shift of work levels.
 8. In the Cafeteria classifications, bargaining unit members shall be categorized by the number of hours worked per day. Categories within classifications shall be seven (7) hours, six (6) hours, five (5) hours, etc. Pursuant to this section, no cafeteria bargaining unit member will have his/her hours reduced, without consent, to work a regular schedule of less than three and one-half (3-1/2) hours per day.
- B. In the rehiring of bargaining unit members, bargaining unit members with seniority shall be given preference in the classifications of work involved for a period of twenty-four (24) calendar months following the layoff. Bargaining unit members who have been laid off shall be responsible for keeping a written updated address and telephone number on file in the Director of Personnel's office. Notice of recall will be sent via Certified Mail and will be effective upon at such time as the notification is delivered by the US Postal Service. Bargaining unit members who refuse to return to work when recalled or who fail to respond to the Notice of Recall within ten (10) calendar days will forfeit all recall rights and will be removed from the recall list.
- C. The Board will not hire new employees in any classification where bargaining unit members laid-off to the street (i.e. unemployed) are on the recall list.

Article 16.00
Sick Leave

A. Cumulative Sick Leave

1. Each full-time employee of the Board of Education shall be entitled for each completed month of service, to a sick leave of one and one-fourth (1-1/4) work days to a maximum accumulation of 266 days.
2. All new full-time employees who have no previous sick leave credit shall each be credited with five (5) days sick leave on the first day of the first month of service. The days of sick leave credited to any employee at the beginning of the term of service, are in lieu of the one and one-fourth (1-1/4) days of sick leave accrued for each month of service, and only at the discretion of the Superintendent shall additional credit for sick leave be granted to any employee until such employee

has earned an amount of sick leave credit at the rate of one and one-fourth (1-1/4) days for each completed month of service, in excess of the number of days of sick leave credited at the beginning of such term of service. If an employee ends employment using advanced sick leave and not earning same during any year, the employee shall have the per diem amount deducted for said unearned sick leave from the last pay check issued by the Board.

B. Transfer of Sick Leave

1. Sick leave previously accumulated as an employee of another Ohio School District or other agency of the State of Ohio may be transferred upon employment and credited to the employee as provided in Article 16.00, Section A. It shall be the responsibility of the employee transferring accumulated sick leave to the Chillicothe City School District to have a certified record of such unused sick leave filed with the Treasurer.
2. Total accumulated sick leave may be transferred from the Chillicothe City Schools to another Ohio School District or other agency of the State of Ohio at the request of the former employee.

C. Use of Sick Leave

1. Employees may use sick leave, upon approval of the responsible administrative officer, for the absence due to personal illness, injury, pregnancy, or exposure to contagious disease, and illness or death in the employee's immediate family. The employee's immediate family shall include husband, wife, children, father, mother, brothers, sisters, grandparents, grandchildren, father-in-law, mother-in-law, other relatives living in the employee's household or any member of the family clearly serving in the same relationship to the employee as any of those specified.
2. Any employee shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery there from and any temporary disability resulting there from as any other temporary disability for all job related purposes, including commencement, duration and extensions of leave.
3. Funeral Leave: An employee may use up to three (3) days of accumulated sick leave for the purposes of bereavement and/or attending the funeral or related services for family members not defined as immediate family in Article 16.00 (C) (1). The superintendent may approve additional days due to unusual or extenuating circumstances.
4. After three (3) consecutive days of sick leave, a doctor's excuse must be submitted at the time of your absence form being submitted to payroll. This provision does not apply to the use of funeral leave.

5. An employee who works nine (9) months or less and misses nine (9) work days (consecutive or not) in a fiscal year through use of sick leave or twelve (12) work days (consecutive or not) for an employee working more than nine (9) months, at the request of the superintendent or designee, may be required to secure a doctor's statement containing sufficient information to attest to the validity of the use of sick leave by the employee. The administration may use the FMLA medical certification form to accomplish this purpose. At any time, the administration may require an employee to submit to a medical examination by a physician of the Board's choosing at board expense. If the employee's doctor and the Board's physician disagree in their conclusion, the parties may request a third opinion from a physician from Adena Occupational Health. The third opinion will be at board expense and the employee will not be charged sick leave for the visit.

D. Holidays in Relation to Sick Leave

1. When holidays, or other days when school is not in session, approved by the Board of Education are included in the period of absence due to illness, such days shall not be charged against the accumulated sick leave.

E. Assault Leave

1. Assault leave shall be granted to an employee who is absent due to the inability to perform his/her duties resulting from the physical assault by an adult or by a student which occurs in performance of his/her duties. The Board agrees to provide a paid leave not to exceed thirty (30) days. Said leave shall not be charged against either sick leave or special leave.
2. To be entitled to assault leave, the employee must file charges against the person(s) perpetrating the assault. If the person cannot be identified, a police report must still be filed.

F. Perfect Attendance Incentive Plan

Bargaining unit member who choose to exercise the use of leave at the following levels shall be eligible for these additional benefits:

1. \$600.00 payable in June for no use of sick leave, personal leave and unpaid leave.
2. \$400.00 payable in June for 1 day use of sick leave, personal leave and unpaid leave.

Lump sum payment shall be made in June, in paychecks separate from regular paychecks.

Article 17.00
Worker's Compensation

- A. All bargaining unit members are protected under the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
- B. An injury incurred while performing assigned responsibilities shall be immediately (within the next work day) reported to the injured employee's supervisor or other designated representative and, when appropriate, an application shall be filed by the employee with the Bureau of Worker's Compensation. An injured employee while performing assigned responsibilities shall follow the district's procedures and instructions for on-the-job injuries.

Article 18.00
Personal Leave

- A. Each full-time employee of the Board of Education shall be granted, with knowledge of his/her immediate supervisor or principal and the Superintendent, or his/her designee, up to four (4) days of personal leave without proof or contention. Such leave shall be applied for in writing at least three (3) days previous to the time of expected absence, or in case of emergencies within three (3) days after the absence. Such leave shall not be accumulative. Additional days of unpaid leave may be granted individuals by the Superintendent, or his/her designee, when extenuating circumstances exist.
- B. At the end of each year, each unused personal leave day shall be credited and added onto the employee's accumulated sick leave.
- C. Personal leave may be granted in one-half (1/2) day increments.
- D. The following stipulations shall apply to these personal days:
 - 1. Shall not be used to be employed by another or be self-employed;
 - 2. Shall not be used during the first five (5) days that students are in attendance, nor the last five (5) days that students are in attendance.

The Superintendent may approve exceptions concerning the use of personal leave during the first five (5) student days and the last five (5) student days in emergency situations.

- 3. Personal leave days shall not be used prior to/or immediately after a holiday or recess or on the first or last day of the school year except in emergencies. Twelve (12) month employees may be considered for exceptions.

4. Each bargaining unit member will receive one compensatory day to be used during each year of the negotiated contract. If not used the day will roll over to sick leave. The parameters of Article 18 will apply.

Article 19.00
Short-Term Leave Without Pay

- A. The Superintendent is authorized to approve leave without pay in circumstances where an employee deems it necessary to be absent from work for reasons of personal commitment not covered by personal leave. Such leave shall be without pay and pay deductions shall be calculated on the basis of the hourly rate of pay for the total number of work hours of such absence.

Article 20.00
Unpaid Leave of Absence

- A. Upon a written request the Board of Education may grant a leave of absence for a period of not more than two (2) years for education or professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request. No leave shall be granted wherein the purpose of such leave is to hold employment by another employer.
- B. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he was on leave.
- C. An employee must provide written notice of his or her intent to return to work a minimum of ten (10) work days prior to the termination of the leave. Failure by the employee to give notice within ten (10) work days of the date of the termination of any leave granted under this article shall constitute a resignation of employment by said employee. Any employee on leave for illness or other disability must also provide the Board with a medical approval of the return to work at the same time that the return to work notice is submitted.
- D. The Board of Education will continue to carry on payroll records the name of any employee who is on an approved leave of absence. The employee may elect to maintain their existing insurance coverage according to the insurance carrier's terms of eligibility and underwriting requirements. The employee must make the monthly payments in the amount of the total monthly premium by the first day of the month. (except as provided in FMLA provisions Article 21.00)

Article 21.00
Family and Medical Leave of Absence (FMLA)

- A. A family or medical leave of absence (FMLA) may be granted to an employee if the employee has worked for the Board for at least twelve (12) months and for at least 1,250 hours during the previous twelve (12) months.
- B. Upon request, an employee is entitled to twelve (12) weeks of family and medical leave during a rolling twelve (12) month period measured backward from the date the employee uses any FMLA leave. Under this method, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.
- C. Family and medical leave may be taken for the following reasons:
 - 1. The birth of a child and to care for the baby or the placement of a child for adoption or foster care. The employee may take the leave for childcare related to birth or adoption any time up to twelve (12) months from the date of the birth or placement;
 - 2. To care for the employees spouse, child or parent with a serious health condition; and
 - 3. A serious health condition that makes the employee unable to perform his/her job functions and the employee is not otherwise engaged in sustained remunerative employment which commenced any time during the family or medical leave of absence.
- D. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:
 - 1. In-patient care in a hospital, hospice, or residential care facility of at least one (1) night;
 - 2. Continuing treatment by a state licensed health care provider for more than three (3) calendar days.
 - 3. Continuing treatment or supervision by a state licensed health care provider for a chronic or long-term health condition that is incurable; or
 - 4. Prenatal care.
- E. With respect to family members, the term is intended to cover conditions or illnesses that require continuing treatment by a state licensed health care provider and affects the health of a family member so that he/she is or is expected to be unable to participate in school or in his/her regular daily activities for more than three (3) calendar days.

- F. An employee must submit a request for a leave of absence at least thirty (30) days in advance of the leave when the leave is foreseeable. When such leave is unforeseeable, the employee must submit a request for leave of absence as soon as practicable. A Certification of Physician or Practitioner form must accompany any request for a medical or family leave taken under the FMLA. (The Board may require a second or third opinion at the Board's expense. If the first and second opinion conflict, the Board and the Union shall mutually select a physician to provide a third opinion. The third opinion shall be at the Board's expense and shall be final and binding.)
- G. An employee may substitute any of the employee's accrued paid vacation or sick leave for any part of the twelve (12) week FMLA leave taken because of a serious health condition of the employee or employee's family member. An employee may substitute any of the employee's accrued paid vacation or personal leave for any part of the twelve (12) week FMLA leave taken because of the birth or adoption or placement of a child. If an employee does not have enough accrued leave time to cover the absence, he/she may apply for leave without pay necessary to complete the twelve (12) weeks allowed. Upon the employee's return from such leave, the employee will be reinstated to his/her former position or an equivalent position.
- H. When an employee who has taken leave due to his/her own serious health condition returns to work from a medical leave, he/she must provide a fitness for duty document from his/her physician or practitioner specifying that the employee can perform his/her duties.
- I. For the duration of FMLA leave, the Board will maintain the employee's health coverage under any "group health plan under the same circumstances and costs to employees that coverage would have been provided if the employee would have been working and had not taken leave. The employee will be required to pay back health insurance premiums during an unpaid FMLA leave if the employee does not return to work unless the reason is due to:
 - 1. The continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under FMLA; or
 - 2. Other circumstances beyond the employee's control.
- J. Any part of this FMLA Article that is subsequently determined to be contrary to law or Department of Labor rules and regulations, will be modified to conform with the law or rules and regulations.

Article 22.00
Jury Duty

- A. In the event an employee is notified to appear for jury duty, he/she shall notify their immediate supervisor as soon as possible.

- B. Time required for the employee to serve as a juror on days he or she otherwise would have worked shall be release time not chargeable to either sick leave or personal leave.
- C. The employee shall receive his/her regular rate of pay during the time he/she is required to serve as a juror on days he/she otherwise would have worked.

Article 23.00
Union Leave

- A. The Board shall allow fourteen (14) days with continuity of pay for the purpose of the OAPSE Delegate Assembly and other Union business by the Union President or his/her designee with prior approval necessary from the appropriate supervisor for these days of leave. Such leave shall be increased to a maximum of twenty-five (25) days in those years in which contract bargaining is conducted.

Article 24.00
Salary Plan Available

- A. The Board agrees to furnish the Union (secretary) with two (2) copies of the classified salary plan whenever the plan is changed and/or revised.

Article 25.00
Payroll Checks

- A. All bargaining unit members will have payroll checks direct deposited into their bank of choice and will receive check stub information on payday.
- B. When a payday falls on a day when schools are not in session, payroll checks stubs may be picked up at the Administration Building if such payday falls during the regular duty day for employees in the payroll department. When the 5th or the 20th day of the month falls on a holiday or weekend, the payroll checks shall be deposited on the last preceding work day before the holiday or weekend.

Article 26.00
Work Year- Payment Procedures

- A. All regular, full-time classified employees will be paid in twenty-four (24) payments on the 5th and 20th of each month over a twelve (12) month period. The work year for bus drivers is one hundred-eighty (180) days (student days), except that Bus Drivers servicing schools outside the Chillicothe School District may be required to work additional days because of different student attendance schedules; educational aides and school monitors is one hundred-eighty five (185) days (teacher days), school secretaries is two hundred two (202) days (teacher days plus seventeen (17) days), middle and senior high school lunchroom employees is one hundred-eighty (180) (student days), elementary school

lunchroom employees is one hundred-eighty (180) days (student days). Food Service employees shall work a total of two (2) days before or after the regular school schedule in lieu of the four (4) parent conference evenings. Transportation employees shall work a total of two (2) days when students are not in attendance in lieu of the four (4) parent conference evenings.

- B. Salaries for prorated positions which work less than twelve (12) months annually but which are paid over twelve (12) months will be calculated as follows: (Positions include nine (9) month positions-bus drivers, educational aides, school monitors, lunchroom employees; and ten (10) month positions-school secretaries):
1. Annual pay hours are determined by taking the number of work days plus the appropriate number of holidays and vacation allowance days and multiplying by the hours per day. The days worked in excess of one hundred eighty (180) by Bus Drivers servicing schools outside the Chillicothe School District are not included in the calculation of annual pay hours; pay for these days shall be in accordance with Article 31 (Report Pay).
 2. Monthly salary is computed by multiplying the total annual pay hours by the hourly rate to obtain annual salary and dividing by twelve (12) months to get monthly salary.
- C. The "Pay Year" for all employees on the prorated basis begins September 1st and ends August 31st.
- D. Payments to employees hired between September 1st and December 31st will be prorated to August 31st and payments to employees hired after January 1st will not be prorated.
1. An employee who leaves a prorated position to take a twelve (12) month position will be paid all of his/her accumulated earnings from the prorated position on the next check after the pay period ends in which the change was made.
 2. An employee who leaves a twelve (12) month position to take a pro-rated position will be paid for the pro-rated position as follows: Salary will be calculated to determine the amount to be earned for the remainder of the work year, calculated total earnings will then be divided over the remaining pay periods in the work year ending with August 31st pay period.
- E. In computing deductions for all absences for which deduction in pay is made, the basis shall be on the employee's hourly rate.
- F. Credit union and tax sheltered annuities will be deducted on the fifth day of the month. Health and dental insurance will be deducted on the fifth and twentieth day of the month. Health, dental, vision and all other deductions will be deducted equally between the two paychecks each month.

Article 27.00
Severance Pay

Each full-time employee of the Chillicothe City Board of Education shall be entitled to severance pay at the time of separation from service for any reason except discharge for just cause. The calculation of said severance pay shall be based on the employee's accumulated but unused sick leave. Eligibility for such pay shall be:

- A. The provisions for such payment at the time of separation from service for reasons other than retirement (except discharge for just cause) shall be that said employee has been a full-time employee of the Chillicothe City Board of Education for ten (10) completed years of service, five (5) years of which must be continuous service immediately preceding time of separation.
- B. The provisions for such payment at the time of separation from service for retirement reasons shall be:
 - 1. That said employee has been a full-time employee of the Chillicothe City Board of Education for ten (10) completed years of service, five (5) years of which must be continuous service immediately preceding his/her service retirement.
 - 2. That said employee qualified for service retirement in the State Teachers Retirement System of Ohio or the School Employees Retirement System of Ohio.
 - 3. That the effective beginning date of said service retirement shall be within 90 days of said employee's last day on the payroll.
- C. Leave of Absence approved by the Board of Education shall not constitute a break in continuous service.
- D. The calculation of said severance pay shall be based on the employee's accumulated and unused sick leave. The maximum accumulated and unused sick leave for this calculation shall be entitled to 220 days.
 - 1. For an employee who separates from service for reasons other than retirement (except discharge for just cause), the employee's accumulated sick leave (up to the limit) shall be multiplied by 25% and the result shall then be multiplied by the employee's daily rate of pay based on his/her regular salary at the time of his/her separation. This shall constitute the severance pay at the time of separation.
 - 2. For an employee who retires, the employee's accumulated sick leave (up to the limit) shall be multiplied by 40% and the result shall then be multiplied by the employee's daily rate of pay based on his/her regular salary at the time of his/her retirement. This shall constitute the severance pay at the time of service retirement.

- E. The employee shall notify the Treasurer of intent to retire and within 120 days after providing such notice, elect either a transfer of unused sick leave or a severance payment. Failure of the employee to apply for either option within that time will cause the Board of Education to make such severance payment. The severance pay will be paid within sixty (60) days of the employee's effective retirement date.
- F. Any severance pay entitlement for an employee who dies will be paid to his/her estate.

Article 28
SERS Pick-UP

- A. The Board agrees with the Union to implement the SERS "pick-up" utilizing the salary reduction method of contributions to the State Employees Retirement System effective November 1, 1985, paid upon behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions.
 - 1. The amount to be "picked-up" on behalf of each employee shall be equal to the employee's required contribution to the SERS. The employee's annual compensation shall be reduced at no cost to the Board by an amount equal to the amount "picked-up" by the Board for the purpose of state and federal tax only.
 - 2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
 - 3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
 - 4. Payment for all paid leaves, sick leave, personal leave, and severance including unemployment and workman's compensation shall be based on the employee's daily gross pay prior to reduction as bases (e.g. gross pay divided by the number of hours worked).
- B. Each employee will be responsible for compliance with Internal Revenue Service Salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
- C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer/employee retirement system contributions as soon as necessary.

Article 29.00
Work Week and Overtime

- A. The normal work week and overtime pay is established as follows:
1. The standard work week for all twelve (12) month employees hired before July 1, 1990, shall be Monday through Friday, inclusive, except as provided herein. After this date, terms of assignment may indicate other arrangements, which may include regularly scheduled work on Saturdays or Sundays. Any employee, including grand-fathered employees, bidding into a position accepts the conditions of that position.
 2. An employee required to work in excess of forty (40) hours in any week shall be paid for such overtime worked at one and one-half (1-1/2) times the regular rate of pay. For overtime purposes the week starts at 12:00 a.m. Monday and ends at 11:59 p.m. the following Sunday.
 3. Hours for which an employee is compensated but does not actually work, such as sick leave and vacation, are computed as "worked hours" for the purpose of determining overtime pay rate.
 4. Any employee required to work on a paid holiday shall be paid double (2) times the regular rate in addition to his regular pay for hours actually worked. The paid holiday hours shall be included in the computation of overtime.
 5. Any employee not regularly scheduled to work on Sunday shall be paid double (2) times the regular rate for all required Sunday work.
- B. Employees in maintenance and operations who work the second shift will be given an opportunity to work the first shift to cover the absence of a first shift employee in the same department and the same building. The offer to work the first shift will be extended to the most senior employee on a rotation basis using department seniority within the building.
1. The first shift employee will be responsible for calling the second shift employees, in department seniority order, until a replacement is secured or all eligible employees have been contacted. An absent first shift employee must comply with all other Board policies or administrative procedures pertaining to reporting absences. Additionally, the first shift employee must continue to report his or her absence to his or her immediate supervisor or building Principal.
 2. Section B of this Article will not be subject to the Grievance Procedure.

Article 30.00
Breaks

A. Lunch Period

1. An employee in the bargaining unit who works four (4) hours or more per day shall receive a thirty (30) minute unpaid, duty free lunch period scheduled subject to the prior approval of his/her supervisor.

B. Paid Break Times

1. An employee who works seven (7) hours or more per day shall receive two fifteen (15) minute breaks within the work day scheduled subject to the approval of his/her immediate supervisor.
2. An employee who works five (5) or more, but less than seven (7) hours per day shall receive one (1) fifteen (15) minute break within the work day scheduled subject to the approval of his/her immediate supervisor.

- C. Notwithstanding the foregoing, a Food Service Employee who works three and one-half (3-1/2) but less than four (4) hours per day shall receive a ten (10) minute paid break and a fifteen (15) minute unpaid break which may be combined for a twenty five (25) minute lunch period scheduled subject to the approval of his/her immediate supervisor.

Article 31.00
Report Pay

- A. In the event an employee is requested to report to work other than his/her normal schedule, he/she shall be guaranteed at least two (2) hours pay at the applicable rate of pay, provided the employee appears at the place of employment.
- B. This provision shall not apply for reporting early or staying over the normal schedule.

Article 32.00
Public Calamity

- A. All employees shall be paid their appropriate rate of pay for all days or part of days when schools/buildings in which they work are closed due to a public calamity.
- B. When an employee, is required by a principal or immediate supervisor to work when schools have been closed due to a calamity, regardless of time the calamity day was announced, the employee shall be paid a rate of double (2) times for all hours actually worked. The balance of the regular work hours will be at the employee's regular rate of pay, [i.e., employee works four (4) hours on calamity day = 4 hours x 2 = 8 hours + 4

hours (balance of regularly scheduled hours); total hours paid = 12 hours]. In lieu of increased pay, the employee and immediate supervisor may mutually agree on compensatory time off. Employees required to report to work on a school delay day due to weather or other related emergency when school is closed and a calamity day is declared shall be paid double (2) times their regular rate of pay for all hours worked in addition to their regular pay for the remaining hours in the calamity day.

- C. After the waived days, all employees shall report to work when required by a principal or immediate supervisor at his/her regular rate of pay. A reasonable effort shall be made to equalize the number of days each employee is requested to report regardless of the shift normally assigned.
- D. When students are released early due to weather-related or public emergencies (but a calamity day has not been declared), employees shall be permitted to leave their school during the regularly scheduled school day after all students have left the school or are under the care of other school district personnel (i.e. coaches). Said employees will receive their regularly scheduled rate of pay for said day. Employees required to work, during the regularly scheduled work day, after students have been released on said days shall receive double (2) times their regular rate of pay for all hours worked.

Article 33.00
Position Change

- A. When a bargaining unit member is promoted to a higher salary schedule pay range, he/she will be placed on the lowest step in the new pay range which will provide at least a one (1) step increase. The hourly rate of pay shall be used for the comparison.
 - 1. If a bargaining unit member on steps F, G, H, or I is promoted pursuant to section A above to a lower step, then he/she will get the scheduled increment each year until he/she reaches the appropriate experience step (i.e. the step representing the actual years of continuous service experience.)
- B. If the employee performs work in a higher position he/she shall receive the salary commensurate with that higher position. During the period the employee is working in the higher position, he/she shall be paid the higher rate for all days paid during that period including accumulated sick pay, holidays, calamity days, etc. Employees required to work in a lower paying classification will be paid his/her regular rate of pay for the period of time he/she is required to work the lower paying job.
- C. Temporary Vacancies
 - 1. When a temporary vacancy occurs within a classification with an expected duration of twenty (20) or more work days, the Board will offer the vacancy to those employees within the classification and building where the vacancy exists.

If the temporary vacancy is unfilled within the classification, the Board may obtain a substitute; provided, however, that if the temporary vacancy occurs during the summer, the Board will offer the vacancy to employees in other classifications in the bargaining unit who do not work during the summer, prior to obtaining a substitute. Consistent with this statement of entitlement priority, the most senior interested employee will be temporarily assigned to the vacancy, provided that he/she is qualified. The determination of whether an applicant is or is not qualified is subject to the provisions of Article 11.F.6.

2. Temporary assignments will be terminated whenever the vacancy no longer exists, or if the employee temporarily assigned is not performing to the Board's satisfaction. The employee will return to his/her regular assignment subsequent to termination of the temporary assignment.
3. Not more than one (1) temporary assignment will be made per each occurrence of a temporary vacancy.

Article 34.00
Union Security and Dues

- A. Each person in the bargaining unit who is not a member of the Union shall after sixty (60) calendar days of initial employment, be obligated to pay the Union, as a condition of employment, a "fair share fee" for the Union's efforts with respect to collective bargaining, labor contract enforcement and grievance resolution. This obligation does not require any person in the bargaining unit to become a member of the Union, nor shall the fair share exceed Union dues covering the same period of time. Members of the bargaining unit shall have sixty (60) calendar days after the effective date of this Agreement to join the Union and authorize dues to be deducted over the pays remaining through the second pay check in August. After such sixty (60) days, the fair share fee shall be deducted from each employee who has not authorized deduction of Union dues, such fair share fee deduction to be made from the remaining pays after the sixty (60) day period ending with the second pay in August.
- B. The deduction of the fair share fee by the Treasurer of the Board from the payroll check of the employee and its payment to the Union after the sixty (60) day grace period shall be automatic and does not require the written authorization of the employee. The fee deductions shall be made on the same payroll days that Union dues are deducted.
- C. The Board will supply the Union with the amount of gross earnings for each unit member for the previous calendar year or the salary notices for new employees by July 15th of each year. The Union shall provide a list of names and the amount of dues or fair share fees to be deducted for each. Union dues and fair share fees, as certified by the Union annually on August 15, shall be deducted in twenty-four (24) equal installments beginning with the first pay period in September and ending with the second pay in August. The union agrees that dues and fee deductions for Chillicothe City, Local # 14, shall be paid directly to the OAPSE State Office with a list for whom deductions were

made. The Board shall not be responsible for any dues or fee deductions after the employee's employment terminates.

- D. The Union warrants to the Board that it has established an internal rebate procedure which will be maintained during the term of this Agreement in accordance with Section 4117.09© of the Revised Code and that a procedure for challenging the amount of the representation fee shall be established and posted for the information of members of the bargaining unit and that such procedure and posting shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- E. The foregoing provisions regarding agency fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09©, when effective, and all other applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- F. The Union shall defend and indemnify the Board, its members, and its administration and supervisory employees, including but not limited to the Board's Treasurer (all hereinafter, "the indemnities"), for, and hold them harmless from, any and all liability, damages including any punitive damages, and expenses, directly or indirectly incurred by the indemnities, or any of them because of any legal action or administration claim brought against them as a result of the provisions of this Article.

Article 35.00
Board Paid/Mileage

- A. The Board of Education shall pay upon approval of the Superintendent, a mileage allowance at the current Internal Revenue Service (IRS) rate, for travel to and from required or approved meetings. Such allowance to cover actual distance traveled to and from the meeting and to be paid only to those actually operating vehicles to and from the meeting and submitting proper forms for reimbursement.
- B. Employees who use their personal vehicles for required travel within the district on official school business, approved in advance by the Superintendent, shall be reimbursed at the current IRS mileage rate.

Article 36.00
Educational Aides/Monitors

- A. Educational Aides/Monitors shall be used in accordance with 3319.088 Ohio Revised Code.
- B. In the event that an Aide/Monitor is assigned outside of their regular duty assignment, he/she may file a grievance beginning at the level of the Supervisor/Principal to resolve the issue.

- C. The Board shall provide annual in-service training for Aides and Monitors regarding classroom management and student discipline procedures. In addition, specific incidents in these areas may be raised by either party for discussion in the Labor Management Committee meeting.

Article 37.00
Awarding Bus Trips

- A. A procedure for awarding bus trips shall be established as follows:
1. Whenever possible, extra trips shall be posted five (5) work days in advance and awarded on a rotation basis from a posted seniority list. If a driver turns back in his/her scheduled trip within forty-eight (48) hours, he/she shall be removed from his/her place on rotation list and placed on the bottom. Drivers must commit to extra trips seventy-two (72) hours in advance of the trip, when possible.
 2. If a driver is offered an extra trip in accordance with the above procedure, and if the extra trip conflicts with the driver's regular route run(s) on the day in question, and if the extra trip is scheduled to extend for at least four hours, then the driver will be required to give up the part of his/her route that conflicts with the extra trip, i.e. A.M., P.M., or kindergarten. However, if the Transportation Coordinator Supervisor is unable to obtain a substitute to perform the driver's regular route run(s), then the driver shall be required to make his or her regular route run(s) rather than the extra trip. Every effort will be made by the Board to award extra trips to regular drivers before substitutes. When possible, extra trips will be made available after regular routes.
 3. For occasional special events, all drivers must be available.
 4. Shuttle runs shall be defined as regular runs between schools during school hours, done on a repetitive weekly basis. Shuttle runs shall be assigned at the beginning of the year. The assignments shall be made from a list of interested drivers based upon the seniority of the drivers available at the school where the children first board the bus. No driver will be allowed to change his/her regular route in order to be available for a shuttle. Assignments made after the first of the year will be at the discretion of the appropriate supervisor.
 - a. A shuttle run is not a special run.
 - b. Whenever there is a temporary vacancy in a shuttle run due to any absence of a shuttle run driver, the vacancy shall be offered first to the regular driver with the most seniority who is available and not regularly assigned to a shuttle run. Such temporary vacancy assignments shall not be rotated among all regular drivers.

- c. Shuttle runs will be paid at the employee's regular rate of pay if the time expended to conduct the shuttle run exceeds the driver's daily assigned hours.
5. The Board shall provide safety training for all bus drivers and all drivers completing the training program shall be given a certificate of completion. The Board encourages bus drivers to attend the Annual OAPSE Bus Rodeo.
6. Any driver scheduled for bus trip canceled within one hour before departure shall be paid for two hours at his/her regular rate of pay.
7. School buses will be used instead of school vans anytime more than nine (9) occupants, including the driver, are to be transported for an event. Safety training will be required in order to transport students in the school van.
8. Postponed Trips: Drivers who have their scheduled trips postponed shall be offered the opportunity to take the trip, when it is rescheduled. Drivers unable to accept the rescheduled trip shall not lose their place on the rotation roster for turning down a rescheduled trip.
9. Cancelled Trips: If a driver's trip is cancelled the driver shall be offered the next available trip and shall not lose his/her place on the rotation roster.
10. The District will use waiver or in-service day(s) to wash buses (one and one-half (1 ½) days or six (6) hours).
11. Bus Drivers will be notified at the beginning of each school year of the dates that have been scheduled for their in-service days.
12. A Bus Driver that transports students for Chillicothe and another school district shall turn in the days and be paid at his/her regular rate of pay when the driver is driving students for the other district when Chillicothe City Schools are not in session.
13. The Bus Driver shall receive "Report Pay", two (2) hours for the a.m. and two (2) hours for the p.m. (overtime slip) for all days that Chillicothe City Schools are not in session, but the other district is in session. If the Bus Driver calls in sick (absence, etc.) on the day they should be driving when Chillicothe is not in session, the Bus Driver will not be paid extra and it will not be counted as an absence.
14. If Chillicothe City Schools has a calamity day and the Bus Driver has to transport students to another school district, the driver will be paid according to Article 32 Calamity Day of this negotiated agreement. If the other school district has a

calamity day and the Chillicothe City Schools does not, the Bus Driver will not be paid extra.

Article 38.00
Vacations, Classified Employees

- A. Each full-time classified employee, scheduled to work at least eleven (11) months per calendar year, after successful completion of the probationary period, shall be entitled while continuing in the employ of the Board of Education, to accrue vacation leave with full pay at the rate of ten (10) days per year.
- B. Employees continuing in such service for eight (8) or more years shall accrue vacation leave with full pay for fifteen (15) days and those continuing such service for fifteen (15) or more years shall accrue vacation leave with full pay for twenty (20) days. Employees continuing in service for twenty (20) or more years shall accrue vacation with full pay for twenty-five (25) days. For purposes of this paragraph B beginning July 1, 2001, full-time employee's uninterrupted length of continuous employment in the bargaining unit shall be deemed to include service immediately preceding full-time status, provided the prior service was at least one hundred twenty (120) days during the contract work year which is defined as July 1 through June 30.
- C. Upon separation from employment, a classified employee shall be entitled to compensation at this current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, not to exceed the vacation leave to his/her credit for one (1) year immediately preceding his separation and pro-rated of his earned but unused vacation leave for the current year.
- D. Application for approval of vacation should be made in writing to the Superintendent or his/her designee through the employee's immediate supervisor. Except in case of emergency when a written explanation of the emergency is required, any application for approval of vacation must be submitted at least five (5) work days prior to the date of the intended leave. Prior written approval is required for any vacation.
- E. Employees shall take no more than thirty (30) vacation days per year, except as may be necessary due to extenuating circumstances, with Superintendent's approval.

NOTE: Employees who are eligible for thirty (30) days vacation prior to July 1, 1990 shall be "grand-fathered" (i.e., will receive thirty (30) days vacation). All other employees hired subsequent to July 1, 1990 will receive twenty-five (25) days maximum.

NOTE: School secretaries on the 202 day schedule (10 month) are being paid for eight (8) days as vacation annually. Aides, monitors, lunchroom employees, and bus drivers on the nine (9) month schedule are being paid for seven (7) days as vacation annually.

Article 39.00
Paid Holidays

- A. All regular classified employees employed on an eleven (11) or twelve (12) month basis, whether salaried or compensated on an hourly or per diem basis, shall be entitled to the following holidays for which they shall be paid their regular salary or their rate of pay, provided each such employee accrued earnings on his next preceding and his next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both those days.

State Mandated Holidays

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Board of Education Approved Holidays

President's Day
Good Friday
Veteran's Day
Day after Thanksgiving
Last working day before Christmas

- B. All such employees on a nine (9) or ten (10) month basis shall be entitled to all days listed above except Independence Day. Nine (9) month employees shall get Labor Day if it falls within their work year.
- C. When any such employee is required by his/her principal or immediate supervisor to work on any of the paid holidays, he/she shall be paid at double (2) time plus his/her regular rate of pay as per Article 30 -A-4 for holiday service.

NOTE: School secretaries on the 202 day schedule (10) month are being paid for eleven (11) holidays annually. Aides, monitors, lunchroom employees, and bus drivers on the nine (9) month schedule are being paid for ten (10) holidays annually.

Article 40.00
School Calendar

- A. The Union may present a school calendar for consideration by the Superintendent and the Board of Education:

1. The Superintendent shall send copies of all proposed calendars to the President and the Secretary of the Union at least thirty (30) days prior to consideration and adoption by the Board of Education.
2. All employees of the bargaining unit may vote on proposed calendars and give suggestions and comments for approval. The results of the voting must be presented to the Superintendent at least fifteen (15) days prior to approval of school calendar.
3. It is understood the Board has final approval.

Article 41.00
Life Insurance

- A. A program to provide group term life insurance in the amount of \$49,000 for each regular, full-time classified employee who elects it.
- B. The Board shall pay the full cost of the premium.

Article 42.00
Health Insurance

- A. The Board of Education shall provide the following program of benefits consisting of Board paid individual premiums and partially paid family premiums for the following Chillicothe City Schools Plan (or equivalent coverage selected by the Board with Union input):

Chillicothe City Schools (or equivalent)

Hospital Care (365 Day Major)
Out Patient Physical Therapy
Out Patient Laboratory including pap smear Single Plan Maternity Benefits
Dependent Daughter Maternity
Nervous and Mental Benefits
Alcoholism
Full, OB, including Pre & Post Natal Care
OB Laboratory

Major Medical Plan

\$100 deductible per person
\$300 maximum family deductible
80% - 20% co-insurance to the first \$2,000 – 100% payable thereafter up to a
Unlimited lifetime maximum
Semi-private room - \$1,000 annual restoration

Unmarried dependent children to age 28

The Board will provide Health Insurance pursuant to the United Health Care Ohio-Choice plus traditional with deductible plan-15/100/90% plan 01G modified. Coverage will include benefits as defined by the certificate coverage for the traditional with deductible plan 15/100/90% Plan 01G modified (see summary of benefits on website).

- B. Such coverage shall be available to all those unit members who are employed in a position at least fifty (50%) percent of the full-time equivalent (FTE) for their position within their department whose pay is based on the classified salary schedule who elect it.

Only one family premium would be paid by the Board per family unit.

Full-time equivalent is defined by position by the number of hours regularly scheduled per day as follows by department:

<u>Department</u>	<u>Hours per day</u>
Clerical and Fiscal	7-8
Transportation	4-8
Maintenance and Operations	8
Food Services	7-7.5
Aide and Monitor	6-7

1. Effective July 1, 2012 the contribution shall be limited to 90% of the monthly individual premium and 85% of the monthly family premium.
2. The calculation of the premium for eligible unit members employed less than the full time equivalent (FTE) for their position within their department will be the percentage of the total premium based on the ratio of their hours worked.
3. Employees hired prior to July 1, 1993 are grand fathered, and will continue to contribute toward the pro-rated premium as has been the past practice.

Health Insurance Opt-Out Incentive Plan

Any employee who declines to take the Board offered health insurance plan will be compensated \$1,200.00 for employees who are eligible for a family plan and \$600.00 for employees only eligible for a single plan. If a husband and wife are both district employees and one selects family coverage the other employee shall be considered as having opted out on single plan coverage and shall receive \$600.00 compensation. Likewise, members who would be otherwise eligible for family coverage and only elect a single plan, the employee shall be considered as having opted out on family plan coverage and shall receive the \$600.00 compensation.

The following attributes are included in this program:

- a. In order to qualify for this compensation the employee must make a request in writing to the Treasurer and State that they have health insurance coverage through their spouse or elsewhere. Eligible employees must complete twelve (12) continuous months of non-coverage (September 1 through August 31) before they become eligible for the opt-out payment. The written request must be made by August 1 of each school year and is offered each year that the employee declines coverage. Payment for the opt-out incentive will be included in the affected employee's regular August 20th pay.
- b. The Board agrees to pick up employees on Board provided coverage within thirty (30) days of written request by the employee indicating a voluntary or involuntary loss of coverage elsewhere. Coverage under the Chillicothe plan shall be retroactive to the date of loss of prior coverage elsewhere provided that the employee makes the election for coverage under the school district's plan within thirty (30) days from the date of the event.
- c. If an employee chooses option (b) anytime within the employed year, then all alternative compensation provided by this article will be denied.
- d. New employees hired after August 1 who choose the opt-out shall be granted the incentive on a pro-rated basis.

Article 43.00
Dental Insurance

A. The Board agrees to pay 100% of the cost for single dental plan (if applicable) plus 89% of the cost for a family dental plan. The Board retains the right to bid for the carrier and coverage, however with Union input prior to any final choice.

1. Base Plan Benefits

<u>Covered Expense</u>	<u>Individual Deductible Per Calendar Year</u>	<u>Family Deductible Per Calendar Year</u>	<u>Coinsurance Amount</u>
Class I	None	None	100%
Class II			80%
Class III	\$25	\$50	80%
Class IV			60%

To encourage early detection of dental disease and to allow all participants a benefit from the plan each year, the deductible is waived and 100% of the Reasonable and Customary charges will be paid for all Class I Services.

Calendar Year Maximum (For all Class I, II, & III Expenses)
\$1,500 per person

Orthodontic Lifetime Maximum (For all Class IV Expenses)
\$1,000 per person

2. Summary of Coverages

Class I – Preventive Diagnostic 100%

Routine Oral Exams – once every six (6) months
Teeth Cleaning – once every six (6) months
Fluoride Treatments – once every twelve (12) months
Emergency Pain Treatments
Space Maintainers
Diagnostic X-Rays
Tests and Lab Exams

Class II- Basic Restorative 80%

Fillings – Amalgams, Silicate, Acrylic
Root Canal Therapy
Treatment of Gum Disease
Repair of Bridgework and Dentures
Extraction and Oral Surgery
General Anesthesia (only if medically necessary)

Class III – Major Restorative 80%

Inlays, Onlays, Gold Fillings, or Crown Restorations
Initial Installation of Fixed Bridgework
Installation of Partial or Full, Removable Dentures
Replacement of Existing Bridgework or Dentures

Class IV- Orthodontic 60%

Full Banded Orthodontic Treatment
Appliance for Tooth Guidance
Appliances to Control Harmful Habits
Retention Appliances – not in connection with full banded treatment

NOTE: Orthodontic benefits are not subject to an annual deductible.

- B. Such coverage shall be available to all those unit members who are employed in a position at least fifty (50%) percent of the full-time equivalent (FTE) (as defined in Article 42.00 (B)) for their position within their department whose pay is based on the

classified salary schedule who elect it. Only one family premium would be paid by the Board per family unit.

- C. 1. The Board of Education contribution for these benefits shall be limited to the full monthly payment of the individual premium and 89% of the monthly family premium for all eligible full-time equivalent unit members who elect such coverage (as defined in Article 42.00 (B)).
- 2. Eligible unit members employed less than the full-time equivalent (FTE) for their position within their department will receive a proration of the cost of full-time benefits provided in Article 44.00 ©(1)
- 3. Employees hired prior to July 1, 1993 are grand fathered, and will continue to contribute to the pro-rated premium as has been the past practice.

Article 44.00
Vision Insurance

A. The Board of Education shall provide the following program of benefits consisting of Board paid premiums, per individual employee, equivalent to a single premium up to a maximum of \$8.50 for the following benefits:

- 1. Plan Basics: The plan allows an exam, a pair of lenses and a frame once every twelve or twenty-four months as shown below. Contact lens allowance replaces benefits for lenses and frames. Exam and materials deductibles, if any, are also shown below along with premium rates.
- 2. Deductibles:
 - a. Exam \$10 deductible
 - b. Basic lenses (single, bifocal, tri-focal) \$10 deductible

B. Participating Provider or Panel Schedule of Benefits: Reimbursement is made directly to the participating provider. Exams and basic lenses with no lens extras are covered in full after the deductibles are paid, if any. Basic lenses means one pair of single vision bifocal or tri-focal lenses in glass or plastic. Frames are covered up to the allowance, after deductibles are paid. The materials deductible does not apply to contact lenses and lenses and frames received during the same visit are subject to one materials deductible only.

Retail Frame Allowance:	\$80.00
Elective Contacts (in lieu of eyeglasses only):	\$130.00
Medical Necessary Contacts:	Covered (w/approval)

Covered Extras:

Pink #1 & #2 Solid
Tints Ground-in
Prisms

- C. Indemnity or Non-Panel Schedule of Benefits: Reimbursement made directly to the member based on submitted paid receipts. Deductibles apply and lenses are per pair.

(See complete vision plan for details)

Examination	\$35.00
Tri-focal Lenses	\$50.00
Single Vision Lenses	\$25.00
Lenticular Lenses	\$80.00
Bifocal Lenses	\$40.00
Frames, up to:	\$30.00
Contact Lenses (in lieu of eyeglasses only):	
	Cosmetic Contacts \$80.00
	Necessary Contacts \$160.00

Article 45.00

PEOPLE Payroll Deductions

- A. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE donation as provided in a voluntary written authorization. Such authorization must be executed by the employee and may be revoked at any time by giving written notice to the Employer. The Board agrees to forward PEOPLE deductions to the Union State Treasurer each month along with a list of employees for whom such deductions have been made. PEOPLE deductions are separate from any dues and shall be sent in a separate check to the Union State Treasurer.

Article 46.00

Provisions Contrary to Law

- A. If any provisions of this Agreement or any application of this Agreement to any School Employee shall be found contrary to Law, this provision or application shall be deemed invalid except to the extent permitted by Law, but all other provisions shall continue in full force and effect.
- B. In the case of such invalidation, at the request of either Party, the Parties shall meet within fifteen (15) days to negotiate a replacement clause.

Article 47.00
Liability, Defense and Indemnification

- A. The Board acknowledges and accepts as its duty the defense and indemnification of members of the bargaining unit as prescribed in Section 2744.07 of the Revised Code. The amounts so expended by the Board shall be from funds appropriated in the general fund for this purpose or from proceeds of insurance as the Board deems appropriate.

Article 48.00
Health and Safety

- A. The Board agrees to provide a safe and healthy workplace for all employees of the school district to the extent required by law.
- B. Should an employee recognize an unsafe or unhealthy condition it shall be reported to his/her immediate supervisor by completing a maintenance work order requisition form. The immediate supervisor shall then notify the Superintendent or designee and/or the Maintenance Supervisor.
- C. The administration and the Union will meet to consider work place health and safety. The health and safety committee will be composed of a maximum of three (3) representatives from the union and a maximum of three (3) representatives from the administration. Meetings of the health and safety committee will be held at times and places mutually agreed to by the members.
- D. Employees who work an evening or late night shift shall be provided a form of communication for emergency purposes upon request. (Example: beeper, radio, or cell phone).

Article 49.00
Wages

- A. There shall be a 0% across the board wage increase for all bargaining unit employees beginning July 1, 2013, however, all bargaining unit employees shall receive their step increases. The Employer agrees if any other bargaining unit or if Administration (not any one individual) receives an across the board base increase that exceeds the above percentage increases during that contract year all members of the OAPSE Bargaining Unit will receive the same percentage increase received by the other bargaining unit or administration.
- B. Beginning July 1, 2001 a year of service shall be credited to employees who have worked at least one hundred twenty (120) days during the contract work year, which is defined as July 1 through June 30.

Article 50
Employee Notification Requirements

- A. Bus drivers who have been prescribed medication (or are taking medication) that may cause drowsiness or driving impairment are required to notify the transportation supervisor (or the Superintendent or designee in the absence of the transportation supervisor) of such.
- B. Bus drivers who receive any kind of in-state or out-of-state traffic citation or conviction during their employment are required to notify the transportation supervisor (or the Superintendent or designee in the absence of the transportation supervisor) on the first day of work following receipt of said citation or conviction.
- C. Bargaining unit members who have been arrested or charged with a criminal offense during their employment with the district are required to notify their immediate supervisor of such.

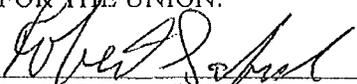
Article 51.00
Complete Agreement

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

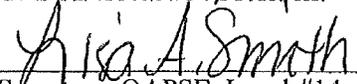
Article 52.00
Duration -- Terms

- A. This Agreement shall be effective July 1, 2013 through June 30, 2016, except that Article 42 Health Insurance and salaries will be reopened annually. Article 37 will be reopened in the second year (2014) of the contract.
- B. Signed and entered into this _____ day of _____.

FOR THE UNION:

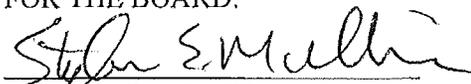


OAPSE Local #14 President

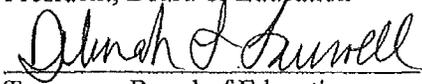


Secretary, OAPSE, Local #14

FOR THE BOARD:



President, Board of Education



Treasurer, Board of Education

EXECUTIVE SECRETARY I			EXECUTIVE SECRETARY II		
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23	1.2746113	19.02	23	1.2746113	18.51
24	1.2946113	19.32	24	1.2946113	18.80

SECRETARY I			SECRETARY II			SECRETARY III			Accounting Clerk		
YRS	INDEX	SALARY	YRS	INDEX	SALARY	YRS	INDEX	SALARY	YRS	INDEX	SALARY
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16	1.2346113	15.79	16	1.2346113	16.47	16	1.2346113	17.10	16	1.2346113	17.38
17	1.2346113	15.79	17	1.2346113	16.47	17	1.2346113	17.10	17	1.2346113	17.38
18	1.2346113	15.79	18	1.2346113	16.47	18	1.2346113	17.10	18	1.2346113	17.38
19	1.2546113	16.05	19	1.2546113	16.74	19	1.2546113	17.38	19	1.2546113	17.66
20	1.2546113	16.05	20	1.2546113	16.74	20	1.2546113	17.38	20	1.2546113	17.66
21	1.2546113	16.05	21	1.2546113	16.74	21	1.2546113	17.38	21	1.2546113	17.66
22	1.2746113	16.30	22	1.2746113	17.00	22	1.2746113	17.65	22	1.2746113	17.95
23	1.2746113	16.30	23	1.2746113	17.00	23	1.2746113	17.65	23	1.2746113	17.95
24	1.2946113	16.56	24	1.2946113	17.27	24	1.2946113	17.93	24	1.2946113	18.23

BUS DRIVER		
YRS	INDEX	SALARY
0	1.0000000	13.42
1	1.0288204	13.72
2	1.0536193	14.06
3	1.0824397	14.34
4	1.1146113	14.62
5	1.1146113	14.62
6	1.1346113	15.23
7	1.1346113	15.23
8	1.1546113	15.49
9	1.1546113	15.49
10	1.1746113	15.76
11	1.1746113	15.76
12	1.1946113	16.03
13	1.1946113	16.03
14	1.2146113	16.30
15	1.2146113	16.30
16	1.2346113	16.57
17	1.2346113	16.57
18	1.2346113	16.57
19	1.2546113	16.84
20	1.2546113	16.84
21	1.2546113	16.84
22	1.2746113	17.11
23	1.2746113	17.11
24	1.2946113	17.37

HEAD BUS DRIVER		
YRS	INDEX	SALARY
0	1.0000000	13.92
1	1.0288204	14.22
2	1.0536193	14.56
3	1.0824397	14.84
4	1.1146113	15.12
5	1.1146113	15.12
6	1.1346113	15.73
7	1.1346113	15.73
8	1.1546113	15.99
9	1.1546113	15.99
10	1.1746113	16.26
11	1.1746113	16.26
12	1.1946113	16.53
13	1.1946113	16.53
14	1.2146113	16.80
15	1.2146113	16.80
16	1.2346113	17.07
17	1.2346113	17.07
18	1.2346113	17.07
19	1.2546113	17.34
20	1.2546113	17.34
21	1.2546113	17.34
22	1.2746113	17.61
23	1.2746113	17.61
24	1.2946113	17.87

HEAD MECHANIC		
YRS	INDEX	SALARY
0	1.0000000	14.77
1	1.0288204	15.20
2	1.0536193	15.55
3	1.0824397	15.93
4	1.1146113	16.36
5	1.1146113	16.36
6	1.1346113	16.76
7	1.1346113	16.76
8	1.1546113	17.05
9	1.1546113	17.05
10	1.1746113	17.35
11	1.1746113	17.35
12	1.1946113	17.64
13	1.1946113	17.64
14	1.2146113	17.94
15	1.2146113	17.94
16	1.2346113	18.24
17	1.2346113	18.24
18	1.2346113	18.24
19	1.2546113	18.53
20	1.2546113	18.53
21	1.2546113	18.53
22	1.2746113	18.83
23	1.2746113	18.83
24	1.2946113	19.12

AIDES/MONITORS		
YRS	INDEX	SALARY
0	1.0000000	12.15
1	1.0288204	12.44
2	1.0536193	12.78
3	1.0824397	13.05
4	1.1146113	13.31
5	1.1146113	13.31
6	1.1346113	13.79
7	1.1346113	13.79
8	1.1546113	14.03
9	1.1546113	14.03
10	1.1746113	14.27
11	1.1746113	14.27
12	1.1946113	14.51
13	1.1946113	14.51
14	1.2146113	14.76
15	1.2146113	14.76
16	1.2346113	15.00
17	1.2346113	15.00
18	1.2346113	15.00
19	1.2546113	15.24
20	1.2546113	15.24
21	1.2546113	15.24
22	1.2746113	15.49
23	1.2746113	15.49
24	1.2946113	15.73

CUSTODIAL/MAINTENANCE
CUSTODIAN II

STORE CLERK-DELIVERYMAN			FIREMAN-CUSTODIAN			FIREMAN-CUSTODIAN + 1/2			MAINTENANCE REPAIR			MAINTENANCE REPAIR + 1/2		
YRS	INDEX	SALARY	YRS	INDEX	SALARY	YRS	INDEX	SALARY	YRS	INDEX	SALARY	YRS	INDEX	SALARY
0	1.0000000	13.34	0	1.0000000	13.61	0	1.0000000	13.79	0	1.0000000	14.77	0	1.0000000	14.96
1	1.0288204	13.69	1	1.0288204	13.98	1	1.0288204	14.15	1	1.0288204	15.20	1	1.0288204	15.36
2	1.0536193	14.03	2	1.0536193	14.33	2	1.0536193	14.50	2	1.0536193	15.55	2	1.0536193	15.71
3	1.0824397	14.36	3	1.0824397	14.66	3	1.0824397	14.88	3	1.0824397	15.93	3	1.0824397	16.13
4	1.1146113	14.72	4	1.1146113	15.04	4	1.1146113	15.26	4	1.1146113	16.36	4	1.1146113	16.56
5	1.1146113	14.72	5	1.1146113	15.04	5	1.1146113	15.26	5	1.1146113	16.36	5	1.1146113	16.56
6	1.1346113	15.14	6	1.1346113	15.44	6	1.1346113	15.65	6	1.1346113	16.76	6	1.1346113	16.97
7	1.1346113	15.14	7	1.1346113	15.44	7	1.1346113	15.65	7	1.1346113	16.76	7	1.1346113	16.97
8	1.1546113	15.40	8	1.1546113	15.71	8	1.1546113	15.92	8	1.1546113	17.05	8	1.1546113	17.27
9	1.1546113	15.40	9	1.1546113	15.71	9	1.1546113	15.92	9	1.1546113	17.05	9	1.1546113	17.27
10	1.1746113	15.67	10	1.1746113	15.99	10	1.1746113	16.20	10	1.1746113	17.35	10	1.1746113	17.57
11	1.1746113	15.67	11	1.1746113	15.99	11	1.1746113	16.20	11	1.1746113	17.35	11	1.1746113	17.57
12	1.1946113	15.94	12	1.1946113	16.26	12	1.1946113	16.47	12	1.1946113	17.64	12	1.1946113	17.87
13	1.1946113	15.94	13	1.1946113	16.26	13	1.1946113	16.47	13	1.1946113	17.64	13	1.1946113	17.87
14	1.2146113	16.20	14	1.2146113	16.53	14	1.2146113	16.75	14	1.2146113	17.94	14	1.2146113	18.17
15	1.2146113	16.20	15	1.2146113	16.53	15	1.2146113	16.75	15	1.2146113	17.94	15	1.2146113	18.17
16	1.2346113	16.47	16	1.2346113	16.80	16	1.2346113	17.03	16	1.2346113	18.24	16	1.2346113	18.47
17	1.2346113	16.47	17	1.2346113	16.80	17	1.2346113	17.03	17	1.2346113	18.24	17	1.2346113	18.47
18	1.2346113	16.47	18	1.2346113	16.80	18	1.2346113	17.03	18	1.2346113	18.24	18	1.2346113	18.47
19	1.2546113	16.74	19	1.2546113	17.08	19	1.2546113	17.30	19	1.2546113	18.53	19	1.2546113	18.77
20	1.2546113	16.74	20	1.2546113	17.08	20	1.2546113	17.30	20	1.2546113	18.53	20	1.2546113	18.77
21	1.2546113	16.74	21	1.2546113	17.08	21	1.2546113	17.30	21	1.2546113	18.53	21	1.2546113	18.77
22	1.2746113	17.00	22	1.2746113	17.35	22	1.2746113	17.58	22	1.2746113	18.83	22	1.2746113	19.07
23	1.2746113	17.00	23	1.2746113	17.35	23	1.2746113	17.58	23	1.2746113	18.83	23	1.2746113	19.07
24	1.2946113	17.27	24	1.2946113	17.62	24	1.2946113	17.85	24	1.2946113	19.12	24	1.2946113	19.37

FOOD SERVICE											
Lunchroom Worker			Lunchroom Cook			Lunchroom Manager Elementary			Lunchroom Manager CHS		
YRS	INDEX	SALARY	YRS	INDEX	SALARY	YRS	INDEX	SALARY	YRS	INDEX	SALARY
0	1.0000000	11.49	0	1.0000000	12.37	0	1.0000000	13.49	0	1.0000000	13.96
1	1.0288204	11.74	1	1.0288204	12.65	1	1.0288204	13.88	1	1.0288204	14.36
2	1.0536193	12.02	2	1.0536193	12.95	2	1.0536193	14.21	2	1.0536193	14.71
3	1.0824397	12.25	3	1.0824397	13.28	3	1.0824397	14.60	4	1.0824397	15.11
4	1.1146113	12.50	4	1.1146113	13.51	4	1.1146113	15.04	5	1.1146113	15.56
5	1.1146113	12.50	5	1.1146113	13.51	5	1.1146113	15.04	6	1.1146113	15.56
6	1.1346113	13.04	6	1.1346113	13.75	6	1.1346113	15.31	7	1.1346113	15.84
7	1.1346113	13.04	7	1.1346113	14.04	7	1.1346113	15.31	8	1.1346113	15.84
8	1.1546113	13.27	8	1.1546113	14.28	8	1.1546113	15.58	9	1.1546113	16.12
9	1.1546113	13.27	9	1.1546113	14.28	9	1.1546113	15.58	10	1.1546113	16.12
10	1.1746113	13.50	10	1.1746113	14.53	10	1.1746113	15.85	11	1.1746113	16.40
11	1.1746113	13.50	11	1.1746113	14.53	11	1.1746113	15.85	12	1.1746113	16.40
12	1.1946113	13.73	12	1.1946113	14.78	12	1.1946113	16.12	13	1.1946113	16.68
13	1.1946113	13.73	13	1.1946113	14.78	13	1.1946113	16.12	14	1.1946113	16.68
14	1.2146113	13.96	14	1.2146113	15.02	14	1.2146113	16.39	15	1.2146113	16.96
15	1.2146113	13.96	15	1.2146113	15.02	15	1.2146113	16.39	16	1.2146113	16.96
16	1.2346113	14.19	16	1.2346113	15.27	16	1.2346113	16.65	17	1.2346113	17.24
17	1.2346113	14.19	17	1.2346113	15.27	17	1.2346113	16.65	18	1.2346113	17.24
18	1.2346113	14.19	18	1.2346113	15.27	18	1.2346113	16.65	19	1.2346113	17.24
19	1.2546113	14.42	19	1.2546113	15.52	19	1.2546113	16.92	20	1.2546113	17.51
20	1.2546113	14.42	20	1.2546113	15.52	20	1.2546113	16.92	21	1.2546113	17.51
21	1.2546113	14.42	21	1.2546113	15.52	21	1.2546113	16.92	22	1.2546113	17.51
22	1.2746113	14.65	22	1.2746113	15.77	22	1.2746113	17.19	23	1.2746113	17.79
23	1.2746113	14.65	23	1.2746113	15.77	23	1.2746113	17.19	24	1.2746113	17.79
24	1.2946113	14.88	24	1.2946113	16.01	24	1.2946113	17.46	25	1.2946113	18.07

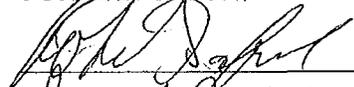
MEMORANDUM OF UNDERSTANDING

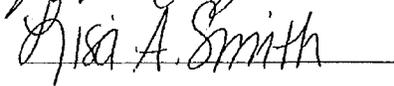
The Ohio Association of Public School Employees (OAPSE) Local #14 and the Chillicothe City Schools Board of Education (Board) have agreed to the following.

1. To create a Transportation study committee comprised of the Transportation Coordinator, Head Bus Driver, a Bus Driver and the Superintendent to evaluate issues in the Transportation Department and to present a proposal to the negotiating teams prior to negotiations in the second year of the contract (2014) when Article 37 reopens.

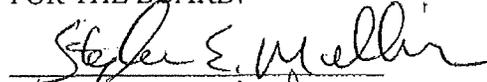
2. The study committee bus driver shall be elected to this committee.

FOR THE UNION:





FOR THE BOARD:





MEMORANDUM OF UNDERSTANDING

CUSTODIAL AND MAINTENANCE

When an absence occurs a sub is to be provided. If not possible, the custodians within the building where the absence occurs are asked to fill the absence. If not worked by building custodian(s) then the maintenance personnel will be asked. If not filled by maintenance then other custodians (who have informed the Director of Buildings and Grounds and the Secretary of Maintenance) that they would be willing to work absences in other buildings. If all of these have been exhausted, the Secretary of Maintenance, (Board approved sub-custodian paid at a blended rate) will have the opportunity to work provided it is approved by the Building and Grounds Director.

This was discussed and approved in a NOVEMBER 2, 2010 Labor/Management meeting. In attendance:

Roger Crago, Superintendent

Jon Saxton, Asst. Superintendent

Kellie Lester, Treasurer

Larry Pritchard, Building and Grounds Director

Rebecca Mattox, OAPSE President

Linda French, Fireman Custodian

Beverly Posey, Maintenance Secretary III and Board Approved Sub-Custodian

LETTER OF INTENT

I, _____, am willing to work
absences in other buildings.

Signed: _____

Date: _____

2 copies: Employee and Buildings/Grounds Director

Memorandum of Understanding

The Ohio Association of Public School Employees (OAPSE) and the Food Service Employees and (insert two bus driver names here) of Transportation and Food Service of it's Local #14 and the Chillicothe City School Board of Education (Board) have agreed to the following rules/guidelines. This MOU serves the purpose of alleviating some of the problems caused by having employees serving in dual roles of Transportation and Food Service, a right that was given to them by the Board.

1. On the nine (9) prescheduled early release days throughout the school year, (insert drivers names here) will give up their hours and pay in the cafeteria and all efforts will be made by management to place subs in the cafeteria in their place.
2. On any day that there is an unscheduled early release day, the drivers leave the cafeteria no more than ten (10) minutes prior to the scheduled release time unless it is an emergency situation. On days when inclement weather is expected, the drivers will be permitted to park their bus at the school in which they are working at. If possible, when an early release arises, an available driver will bring the sixth graders who are to ride their buses over to the school in which they are working in order to save more time.
3. On days in which there is an early release due to excessive heat, all efforts will be made to delay the release until 1:30 pm.
4. The Food Service Manager will keep track of all time lost by the Transportation employees by having them check in and check out on days when there is a late start or early release. The Food Service Manager will then be able to bring in the Transportation employees for the amount of time that was lost when she/he needs them as long as it doesn't conflict with their other duties that they are committed to.
5. Transportation employees working in Food Service will be required to take part in all trainings in both departments.
6. Transportation employees shall miss no time in their Food Service duties due to required random drug testing. This must be done during their scheduled Transportation time or off hours.

IN ATTENDANCE:

Jackie Downing, Café Mgr., CMS/CHS

Theresa Scharenberg, Café Mgr., Mt. Logan

Elaina White, Transportation, Bus Driver

Charity Hoyt Whitehurst

Rebecca Mattox, Pres., Karen Budd, Secretary and Brian Beallor, OAPSE Field Rep.