



**KENSTON**  
S C H O O L S

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11/06/2013

**AGREEMENT**

**Between the**

**Kenston Local School District  
Board of Education**

**-and-**

**Ohio Association of Public  
School Employees  
Chapter 501**

**July 1, 2013 – June 30, 2016**

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This AGREEMENT made and entered into by and between the KENSTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION ("Board") and the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES AFSCME/OAPSE LOCAL 4, AFL-CIO and its affiliate Local 501:

**ARTICLE I  
BOARD AUTHORITY**

The board has the responsibility and shall exercise at all times its exclusive authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the board and the adoption of such policies, regulations and rules as it may deem necessary shall be limited only by the specific and express terms of this agreement. The board's aforesaid authority includes the right to determine matters of inherent managerial policy such as the employer's functions and programs, standards of services, overall budget, utilization of technology and organizational structure; the right to direct, supervise, evaluate or hire employees; the right to maintain and improve efficiency and effectiveness; the right to determine the overall methods, process, means or personnel by which board operations are to be conducted; the right to suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees; the right to determine the adequacy of the work force; the right to determine the overall mission of the employer and to take actions to carry out said mission; and the right to effectively manage the work force.

**ARTICLE 2  
RECOGNITION**

- A. The board recognizes the association as the sole and exclusive bargaining agent of the employees of the Kenston Local School District in the bargaining unit described by the below-listed job classifications for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment:

Head Custodian	Head Cook
Regular Custodian	Cafeteria Helper
Night Watchman*	Paraprofessional
Maintenance Dept. Members	Proctor
Transportation Aide	Health Aide
Educational/Instructional Aide	Lead Person
Regular Run Bus Driver	Bus Mechanic
Kindergarten Run Bus Driver	Van Driver
Library Specialist	Computer Specialist
Administrative Assistant I to Principal	Grounds Maintenance
Administrative Assistant II/Clerical (excluding all Central Office personnel)	

\*Whenever necessary, the district may contact the local authorities to protect school grounds.

- B. If the board establishes a new job classification, the holder(s) of such classification shall be deemed members of the bargaining unit if the nature of the work is such that the classification should properly be included in the bargaining unit.

**ARTICLE 3  
RIGHTS OF THE INDIVIDUAL**

Nothing contained herein shall abridge the right of any employee to express their views to the board at any scheduled meeting by the board in accordance with board policy, provided that during the term of recognition, negotiations shall be conducted only with the recognized association.

**ARTICLE 4  
NEGOTIATING TEAMS**

- A. The board and the association shall be represented at all negotiation meetings by a team of negotiators, not to exceed five (5). Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other party.
- B. While no final agreement shall be executed without ratification by the association and approval by the board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and to make concessions, in the course of negotiations. Provided, however, it is understood and agreed that during the course of negotiating, a team may expend all the authority previously granted to it by the board or association, and may need to seek further authority or direction from its respective party. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit not more than two (2) observers to each meeting. Such observers shall be without the right to speak or to otherwise comment to either party.
- C. In addition, each team shall be authorized to admit two (2) consultants to such meetings. Cost of such consultants shall be borne by the party requesting such.

**ARTICLE 5  
NEGOTIATION MEETINGS**

Not earlier than March 1 in the school year in which this agreement expires, either party may notify the other of a desire to commence bargaining. Such notice shall be in writing and directed to the superintendent if from the association and to the association president if from the board. A meeting date shall be agreed upon within ten (10) calendar days after receipt of such notice. Once the date, time and place of the initial bargaining meeting have been established, the following procedures shall be used:

- A. The association will present its written proposals;
- B. The board will present its written proposals;
- C. Subsequent negotiation meetings shall be scheduled until tentative agreement is reached or a bargaining impasse is declared.

Each meeting will be held in closed session. Negotiations shall be conducted at a time convenient to both parties with paid release time only for their regular contracted hours for actual negotiation sessions when mutually agreed to by the parties. Upon request of either party, the negotiating meeting shall be recessed to permit the requesting party to caucus. A caucus shall not exceed 20 minutes in length, unless mutually extended by both parties.

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue; it shall then be set aside pending agreement or withdrawal of all other items.

#### **ARTICLE 6 PROGRESS REPORTS**

Periodic written progress reports may be issued during negotiations to the public, provided that any such release shall have prior approval of both teams. The association's team retains the right to issue general reports to its membership on the progress of negotiations. The board's team retains the right to issue general reports to members of the board on the progress of negotiations.

#### **ARTICLE 7 AGREEMENT**

When tentative agreement is reached as to a final package, said package shall be reduced to writing and submitted to the association for its consideration. If ratified, the agreement shall be submitted to the board for its consideration. If approved, the agreement shall be signed by both parties and shall become a part of the official minutes of the board.

Any agreement reached and accepted by the association and the board shall prevail over any rules, regulations, policies and individual contract terms or practices of the board which shall be contrary to, or inconsistent with, the terms contained in the negotiated agreement.

#### **ARTICLE 8 IMPASSE**

If agreement is not reached within thirty (30) calendar days after the first negotiation meeting, either party may declare a bargaining impasse whereupon the parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.

By mutual written agreement, the parties may select a private mediator or mutually agree upon any other dispute settlement procedure at joint expense.

**ARTICLE 9  
EXCLUSIVITY OF NEGOTIATING PROCEDURE**

The negotiations procedure set forth in this agreement supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code.

Mediation, as described in Article 8 above, constitutes the parties' mutually agreed-upon exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code.

**ARTICLE 10  
CONFLICT OF LAW**

If any provision of the agreement or the application thereof is held by a court of competent jurisdiction to be in conflict with any federal, state or local law, the provision will be considered null and void. All other provisions or applications shall continue in full force and effect. Provided, however, if both parties agree to the illegality, it shall not be necessary to go to court. In the case of any such agreement or court determination, the parties shall meet within fifteen (15) days to negotiate a replacement clause.

**ARTICLE II  
SENIORITY BID SYSTEM**

- A. By no later than November 1<sup>st</sup> of each school year, the board agrees to send the seniority lists to the association president. Such lists will also note those members of the bargaining unit with continuing contract status and position(s) held. Each employee shall have until December 1<sup>st</sup> of the school year to advise the superintendent, in writing, of any inaccuracy as shown on the posting with respect to his/her seniority status. If no protest is filed in a timely manner, the employee's seniority status shall be considered final until the next year's posting. If a protest is filed in a timely manner, and an adjustment made as a result, revised seniority lists showing any adjustments will then be posted.
- B. A newly created or vacant position will be posted for a period of five (5) working days at the board office, bus garage, maintenance building and each building's main office, kitchen, custodial office and staff lounge. Four (4) copies for posting will be furnished to each association-designated building representative and one (1) copy to the OAPSE president. The five (5) day posting period will be measured from the "Posting Date" through the Posted Date of Expiration (e.g. Posted Date: April 20 – Exp. Date: April 24). Delivery notices will be received the day preceding "Posting Date."

Any qualified employee may bid for the vacant position in writing. The position shall be offered to the most senior employee already in the job classification who submits a timely, written bid, if any. For purposes of immediately preceding sentence, certain job classifications, as specified below, shall be grouped together and all job classifications within a given grouping shall be deemed a single job classification. The groups are as follows:

1. Regular Custodian, Weekend Custodian
2. Regular Run Bus Driver and Kindergarten Run Bus Driver
3. Cafeteria Helper
4. Administrative Assistant II (excluding all Central Office employees)
5. Head Cook
6. Bus Mechanic
7. Maintenance Person
8. Library Specialist
9. Computer Specialist
10. Proctor
11. Paraprofessional
12. Transportation Aides
13. Head Custodian
14. Administrative Assistant I to Principal
15. Administrative Assistant I to Supervisor
16. Health Aide
17. Educational/Instructional Aide
18. Lead Person
19. Maintenance Grounds Person
20. Van drivers

Current bargaining unit members may apply for vacant positions in other classifications in accordance with Article 11. Where the member is awarded the position, he/she shall be subject to the probationary period in the new position as set out in Article 12. Further, a member shall not be allowed to resign any portion of his/her current position to apply for a dual position. The hours of the second position applied for may not conflict with the hours of the position the employee currently holds. A member of any dual position absent for one of his/her contracted assignments shall be charged with a full day of absence under sick leave as appropriate. However, under extenuating circumstances, less than a full day of sick leave absence may be taken with the approval of the superintendent or designee. A member who suffers illness during the work day resulting in his/her absence for the remainder of the work day will have his/her sick leave charged only for the pro rata portion of the day he/she was absent. A member holding dual positions may not abandon one of said positions in order to take on extra or overtime work in the other position. For example he /she may not agree to take a field trip which conflicts with the regular scheduled hours of his /her other employment position.

- C. All postings under Section A. of this article shall include the position, building, location (if applicable), salary, hours of employment and job description. Custodial postings shall include a description of the general area worked.
- D. Seniority shall be defined as uninterrupted length of continuous service with the board, computed from the last date of hire. Authorized leaves of absence do not constitute an interruption in continuous service. In case of identical seniority, employees shall, in the presence of the association president and superintendent/designee determine their respective order of seniority:
  - a. Hire date by board of education
  - b. Date of Application
  - c. Flip a coin
- E. The employee awarded a vacant position shall serve a probationary period of not less than five (5) working days and not more than forty-five (45) days with students in attendance. The probationary period may be extended upon the mutual agreement of the employee, supervisor/administrator, OAPSE president and superintendent. If job performance is unsatisfactory, the employee shall be

reassigned to his/her former position at the wage earned prior to awarding of the vacant position. Within the forty-five (45) day period, the employee may elect to return to his/her original position upon the mutual agreement of the OAPSE president and superintendent.

- F. A vacant position may be filled by a substitute for a period not to exceed thirty (30) working days; (this may be extended by the mutual agreement of the OAPSE president and superintendent) provided, however, that should the bid procedure fail to fill a vacant position, a substitute may continue in such position until it is filled from outside the bargaining unit. If, after a total of seventy-five (75) calendar days, the vacant position has not been filled from outside the bargaining unit, the position shall again be posted in accordance with the procedure set forth in this article. Reasonable exceptions to this section are permitted for special education bus/van routes. The union president will be notified when the district determines that an exception to this section for special education bus/van routes is being taken.
- G. A position shall be considered vacant when an employee has resigned, is discharged, or has transferred to another position, or when a new position is established.
- H. Each month the board will inform the association president of personnel changes. A monthly memorandum update of non-teaching positions will be provided to the association president. The association president shall also be informed of the employment of non-bargaining unit personnel to act as seasonal, temporary and casual labor by providing the association president with copies of the relevant job postings and board agendas.
- I. During the summer, or other school recess, members of the bargaining unit will be notified of all vacancies by e-mail, and postings will be listed on the Kenston web page. The job postings will occur on the same date of direct deposit e-mail notification. The posting period will be 15 calendar days. The employee is responsible for notifying the board of education of his/her email address changes.
- J. Any additional hours within a job classification/department shall be offered according to seniority except in emergencies.
- K. If less than an eight (8) hour position has additionally scheduled hours (one or more) beyond his/her regular contract, and the hours are in effect for thirty (30) work days or more, the additional time will be posted. The person working the additional hours, who bids on the job, will be given first consideration. This section does not apply to bus drivers, van drivers, instructional/educational aides, transportation aides and proctor classifications.

The above provisions do not apply to vacancies in the positions of health aide, library specialists, computer specialist, administrative assistant I to the principal, administrative assistant I to supervisor, bus mechanic, educational aide, and maintenance department. In those jobs, vacancies will be filled by the board's selection of the most qualified applicant regardless of seniority or current employment status, provided that such selection shall not be made on an arbitrary, capricious or discriminatory basis. Current employees in the classification where the vacancy arises may apply and shall be considered for vacancies in such classification.

**ARTICLE 12  
CONTRACT PROVISION**

- A. All salary notices shall specify the job classification, the anticipated number of paid hours per day, the number of months employed, hourly wage rate, number of paid holidays and number of days of paid vacation leave. Salary notices shall be provided annually to all employees under contract with the board.
- B. All new non-teaching school employees shall serve a probationary period of two hundred sixty (260) days worked. During the probationary period, progress reports are prepared by the employee's immediate supervisory and reviewed. A new employee may be discharged if he/she does not satisfactorily complete the probationary period, or if the board does not receive a report satisfactory to the board from the criminal background investigation of the new employee. Said employee shall not have resource rights to the grievance procedure. The two hundred sixty (260) days worked probationary period may be extended by mutual agreement between the OAPSE president and the superintendent.

**ARTICLE 13  
ASSOCIATION DUES CHECKOFF**

- A. The board agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided by written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any given time by giving written notice to both the employer and the union. The employer agrees to remit any deduction made pursuant to this provision promptly to the union together with an itemized statement showing the name and the amount deducted during the period covered by the remittance. After a minimum of five people sign up for the PEOPLE program, it will become active for those participants. If the participant level falls below the five person minimum, the remaining participant(s) will remain active.  
There will be a minimum deduction of \$5.00 per month for all active participants.
- B. Deductions of dues shall be continuous from contract expiration to contract expiration, unless revoked in writing by the union member during the period of August 22 to August 31 prior to the contract expiration date. Such written and signed notification(s) of withdrawal must be sent to and received by the OAPSE state office in Columbus, the association president and the treasurer of the board within the specified period for withdrawal. The mailing address of the OAPSE office is: 6805 Oakcreek Drive, Columbus, Ohio 43229. The association and its members will hold harmless the board for finding made against the board of any deductions.
- C. The amount of dues to be deducted for the association shall be designated by letter to the board's treasurer if the amount has changed from previous year.
- D. All dues shall be deducted in the following manner. Dues shall be deducted in twelve (12) equal monthly installments, beginning with the first pay in October.

**ARTICLE 14**  
**GRIEVANCE PROCEDURE**

- A. A grievance is defined as any allegation by a member of the bargaining unit that a specific provision of this agreement has been violated, misinterpreted or misapplied. If a grievance arises, there shall be no work stoppage, slowdown or other concerted activity because of the grievance procedure set forth below:

Step One:

Within fifteen (15) working days of the time the grievance arises, the grievant or the association may present the grievance, in writing, to the grievant's immediate supervisor. Within the first five (5) working days of this fifteen (15) day time period, the grievant shall meet with his/her immediate supervisor and may choose to be accompanied by a union representative to discuss the issue and identify this issue as a potential grievance, and to attempt possible resolution. If the grievance is not resolved, and a written grievance is filed, the supervisor shall respond within five (5) working days of the receipt of the written grievance.

Step Two:

If the grievance is not resolved at Step One, the employee or the association representative may within five (5) working days of receipt of the supervisor's written response, submit to the superintendent or his designee, the answer at Step One with the original grievance statement.

The superintendent or his designee shall respond, in writing, to the employee not later than five (5) working days after receipt thereof.

Step Three:

If the grievance is not resolved to the grievant's satisfaction in Step Two, the grievant may request mediation within ten (10) days of the superintendent's decision. If the superintendent agrees to mediation, then the parties will jointly contact the Federal Mediation and Conciliation Service (FMCS). The mediator will be assigned by the Federal Mediation and Conciliation Service (FMCS).

Step Four:

If the grievance is not resolved at Step Three, the grievant may submit the grievance to arbitration within thirty (30) working days of the superintendent's decision in Step Two. Selection of an arbitrator and the conduct of any hearing shall be in accordance with the Voluntary Labor Arbitration Rules of the Federal Mediation Conciliation Service (FMCS). If mutual selection of an arbitrator is not achieved from the first panel of names submitted to the parties by the Federal Mediation Conciliation Service (FMCS) either party shall request a second panel of names. The arbitrator shall have no authority to modify the terms of this agreement and the award shall be binding upon the parties. The cost of arbitration shall be borne equally by the board and the association, and every reasonable effort shall be made to schedule hearings so as not to interfere with the assigned duties of members of the bargaining unit.

- B. The following principles shall apply to all grievances:
- a. All grievances shall be filed on the grievance form agreed to between parties to this agreement;
  - b. Such forms must provide for naming of the alleged violation, and shall state the contention of the employee or the association, and shall indicate the relief requested;

- c. Any grievance not advanced to the next step within the time limit in that step shall be deemed resolved;
- d. Any grievance not answered within the time limit set forth in that step may be taken by the grievant to the next higher step in the grievance procedure;
- e. Time limits may be extended by the administration and the association in writing; then the new date shall prevail;
- f. The "agreed to" grievance forms shall be made available to any employee requesting same, either through his supervisor or association representative.

**ARTICLE 15  
GRIEVANCE PROCESSING**

- A. The association may select a grievance chairperson to process grievances that may arise under this agreement. Upon the absence of the grievance chairperson, the association president may act in his/her place. Unless otherwise mutually agreed in a particular case, the processing of grievances and attendance at grievance hearings shall not interfere with an employee's work schedule. This provision is not intended to preclude selection of the association president for the position of grievance chairperson as well.
- B. A non-employee representative of the association may visit board premises for the purpose of attending meetings and administering this agreement provided:
  - a. He/she follows board procedures for persons visiting school facilities; and
  - b. Unless otherwise mutually agreed in a particular case, such visits do not interfere with the work of any employee or board operation.

**ARTICLE 16  
JOB DESCRIPTIONS**

- A. The association shall be furnished with a copy of the job description of each classification covered under the terms of this agreement.
- B. The board shall obtain input from the association pertaining to job description changes or additions. Final approval will be made by the superintendent.
- C. The applicable job description will be furnished to each employee when hired or upon transfer into a different job classification. Should a job description be changed, the association and the affected employee will be furnished with a copy of the new job description before it is placed in effect.

**ARTICLE 17  
EMPLOYEE EVALUATIONS**

- A. An annual evaluation form made out on any employee's work record and performance shall be completed by the employee's immediate supervisor, examined by the employee and initialed by him or her prior to being placed in the employee's personnel file. Nothing in this section precludes the right of other members of the administration from commenting upon an employee's work performance.

- B. An employee may make his/her written comments on the evaluation form in an area designated for such comments, at the time the form is examined by the employee.
- C. Any employee can request to see and will be permitted to examine his/her personnel file in the presence of an administrative staff member, so long as the employee does not remove any article from the file.
- D. The presence of this employee evaluation section in the agreement does not make mandatory any employee evaluation. If, and when, employee evaluations are conducted either system-wide or within a department or classification, the forms and procedures to be utilized will be designed and approved by the superintendent.
- E. As a result of an unsatisfactory evaluation, the disciplinary process may be used to address performance issues.

**ARTICLE 18  
CLASSIFICATION PAY**

- A. The board agrees that if any employee is requested to and does perform work that normally is performed by an employee holding a higher classification, then such employee shall receive the rate of pay normally paid the higher classified employee.
- B. Any such assignment shall be to perform work vacated by absence of a regular employee, or in the event the request is to perform work of an employee on vacation, it shall be for the duration of the vacation.
- C. In order for an employee to receive classification pay, the employee shall work such assignment for a period of time not less than one day.
- D. In situations when the substitute list is exhausted in the classification, qualified employees will be asked to work. If a person in the bargaining unit is requested, and agrees, to perform work in another classification, in lieu of their contracted position he/she will be paid at the higher rate of his/her current rate or the substitute rate, whichever is higher. If this search fails to find a qualified substitute, the board may contract for said position outside the bargaining unit. This language does not apply to the bus drivers bidding on van driver trips/routes.

**ARTICLE 19  
WORKERS COMPENSATION**

- A. An employee who is injured in the line of duty shall be eligible to receive such compensation and benefits as prescribed by the Workers Compensation Laws of Ohio.
- B. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor, or other designated representative, and an application shall be filed with the Bureau of Workers Compensation. Necessary forms are maintained at the treasurer's office.
- C. An employee may elect to use accumulated sick leave in conjunction with medical benefits under Workers Compensation, but cannot receive both sick leave and wage reimbursement under Workers Compensation.
- D. An employee who elects to use Workers Compensation benefits in lieu of accumulated sick leave, or who exhausts the accumulated sick leave he elected

to use under Section C. above, shall continue to have health insurance provided in accordance with Article 40, Section B of this agreement for the remainder of the month in which the compensable incident occurs, or in which accumulated sick leave is exhausted, and the immediately succeeding three (3) months.

- E. Time lost as a result of a work place injury for which a workers' compensation claim is finally allowed shall not have the initial period of lost time or accumulated sick leave used in lieu of compensation held against the employee's eligibility for exemplary attendance under Article 44 of this negotiated agreement.

## **ARTICLE 20 DISCIPLINE**

- A. No member of the bargaining unit shall be discharged or otherwise disciplined except for just cause.
- B. Before any record of a disciplinary action is placed in an employee's file, the employee shall be given an opportunity to review and initial such material.
- C. Disciplinary Procedures

The principles of progressive discipline shall be followed. All discipline shall be for cause. However, offenses of a serious nature may result in discipline, up to and including termination, without regard to previous reprimands or discipline.

  - a. For a first offense warranting progressive discipline, an employee may be given a "verbal" warning by his/her supervisor. In situations where verbal warnings are issued, the principal/supervisor shall notify the person being disciplined in writing and file this warning in the supervisor/principal's office file. The warning shall inform the employee of the nature of the problem and steps needed to correct the problem.
  - b. For a second offense, the employee shall be given a written reprimand or warning which will be placed in his/her personnel file. The reprimand shall inform the employee of the nature of the problem and steps needed to correct the problem.
  - c. For a third offense, the immediate supervisor shall request an administrative hearing conducted by the superintendent or designee. The superintendent may suspend the employee for up to three (3) days.
  - d. For a fourth offense, following an administrative hearing, the superintendent may suspend the employee for up to ten (10) days.
  - e. For a fifth offense, following an administrative hearing, the superintendent may terminate the employee.
  - f. Serious incident or danger. If an employee engages in a serious incident or acts in a way to pose a serious danger to self, other persons or board of education property, the superintendent or designee may suspend the employee without pay for up to ten (10) working days pending an administrative hearing.
  - g. Normally a minimum of five (5) days will lapse between disciplinary actions except for matters involving serious incident or danger.
- D. The board's obligation under the grievance procedure of this agreement to arbitrate a grievance involving discipline shall be contingent upon the grievant executing a voluntary waiver of any and all statutory rights to protest the disciplinary action pursuant to the provisions of Chapter 33, Ohio Revised Code.
- E. An employee is entitled to be accompanied by an OAPSE representative of his/her choice if required to meet with the supervisor or administrator for an investigation conference that might result in discipline of that employee. The

conference will not be delayed more than twenty-four (24) hours due to the unavailability of the OAPSE representative.

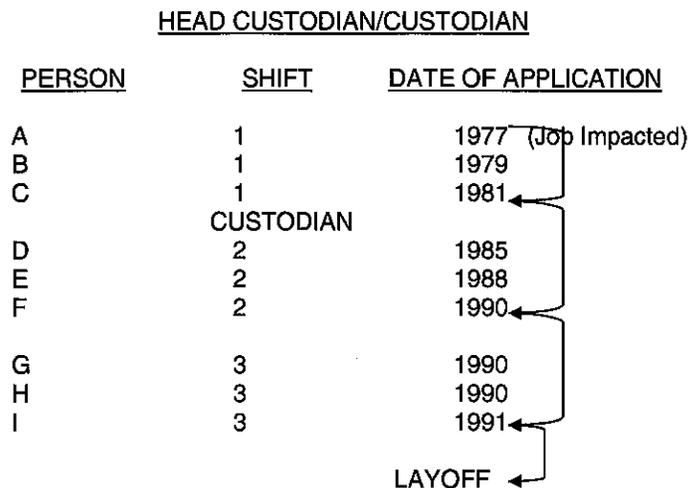
- a. When imposing discipline, the superintendent or designee shall provide the employee and OAPSE with a written notice of :
  - i. Grounds for discipline;
  - ii. Nature of discipline (with dates, if applicable); and
  - iii. Rights to grieve.

## **ARTICLE 21 LAYOFF – RECALL**

- A. All bargaining unit positions shall be filled by employees of the board. The board shall not contract out any work normally performed by members of the bargaining unit.
- B. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern:
  - a. The number of people affected will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire, or otherwise vacate a position.
  - b. Whenever it becomes necessary to lay off employees for reasons as stated above, employees in an affected job classification shall be laid off according to seniority, with the least senior employee laid off first. Seniority shall be defined as uninterrupted length of continuous service with the board, computed from the last date of hire. Authorized leaves of absence do not constitute an interruption in continuous service. An employee who is promoted to a supervisory position and then returns to the bargaining unit shall be credited with past bargaining unit seniority but shall receive no seniority credit for the period of supervisory service.
  - c. Seniority shall be defined as follows:
    - i. The length of continuous employment by an employee of the board, as computed from the employee's beginning date of work. Work as a substitute employee prior to being a regular employee shall not be counted toward seniority.
    - ii. Leaves of absence granted by the board shall not be counted toward seniority, nor shall they break any accumulated seniority.
    - iii. In cases of identical seniority, the hiring date by the board of education will determine his/her position on the seniority list. The second tiebreaker will be the employee's application date. If a tie continues, the position on the seniority list will be determined by a flip of a coin in the presence of the association president and superintendent or designee.
    - iv. For employees who hold two positions currently in the system, seniority will be determined as follows:
      1. The employee's primary position (the position he/she held when bidding on the 2<sup>nd</sup> concurrent job) shall have total continuous years counted toward seniority.
      2. The secondary position shall be computed from the date of entry in that position, not total system seniority.

- C. The Board shall determine in which job classification the layoff should occur and the number of employees to be laid off. In the affected job classification, probationary employees shall be laid off before any employee employed under a continuing contract.
- D. Twenty-one (21) calendar days prior to the effective date of layoff, the board shall prepare and post for inspection in accordance with Article 11, Section A. of this agreement, a listing containing the names, seniority dates and job classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
- a. Reason for layoff or reduction;
  - b. The effective date of layoff;
  - c. A statement advising the employee of his/her rights of reinstatement from the layoff.
- E. Layoff Procedures
- A laid off employee has the right to displace the employee with the least seniority in the following order:
- a. First, within the classification (the least senior from the bottom up who works the same hours or close to the same total yearly hours and same shift);
  - b. Then, the individual who was displaced bumps the person in the same manner as described in (a) above;
  - c. Then the person with the least seniority who has been bumped as described in (a) and (b) above, may bump the least senior employee within the classification series who works the same yearly hours; if not available, the least senior with more yearly hours; and if not available, the least senior with less yearly hours as the employee being laid off. The individual who is displaced bumps in the same manner. The individual who is displaced and has no one to bump is laid off (see Diagram A: Example Layoff Procedure).

**DIAGRAM A...EXAMPLE OF LAYOFF PROCEDURE**



ADMINISTRATIVE ASSISTANT I

<u>PERSON</u>	<u>MONTHS</u>	<u>DATE OF APPLICATION</u>
A	12	1970 (Job Impacted)
B	10	1975
C	10	1979
D	10	1981
E	10	1985
F	12	1988

ADMINISTRATIVE ASSISTANT II

<u>PERSON</u>	<u>MONTH</u>	<u>DATE OF APPLICATION</u>
G	10	1978
H	10	1981
I	10	1985
J	10	1988
K	12	1989
L	10	1990

LAYOFF

INSTRUCTIONAL/EDUCATIONAL AIDE

<u>PERSON</u>	<u>DATE OF APPLICATION</u>
A	1979
B (JOB IMPACTED)	1980
C	1985
D	1998
E	2003

LAYOFF

If there is a mid-year layoff, it shall be handled in accordance with Article 21, Section 5.

Job classification groupings, for bumping series, are as follows:

- a. Head Custodian, Regular Custodian and Weekend Custodian
- b. Bus Driver (Regular and Contracted Sub) and Kindergarten Run Bus Driver
- c. Head Cook and Cafeteria Helper
- d. Administrative Assistant I to Principals, Administrative Assistant I to Supervisor and all other Administrative Assistant II (excluding Central Office employees)
- e. Bus Mechanic
- f. Maintenance Person
- g. Library Specialist
- h. Computer Specialist
- i. Proctor
- j. Paraprofessional
- k. Transportation Aides
- l. Health Aide
- m. Educational/Instructional Aide
- n. Van Driver
- o. Grounds Maintenance

- F. For the job classifications in which the layoff occurs, the board shall prepare a reinstatement list and name all employees employed under probationary contracts. They shall be placed on the reinstatement list in the reverse order of layoff. The names of all employees employed under continuing contracts shall be placed on a separate reinstatement list in reverse of layoff. Reinstatement shall be made from this list before any new employees are hired in that job classification or any employee is reinstated from the probationary list.
- G. Vacancies which occur during a period of layoff shall first be offered to reinstated bargaining unit members. Once bidding has subsided among retained bargaining unit members, vacancies which occur in the job classification of layoff shall be offered to the employee standing highest on the appropriate reinstatement list for that job classification before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement list.
- H. The employee's name shall remain on the appropriate reinstatement list for a period of twenty-four (24) consecutive months from the effective date of layoff. If reinstated during this period, such employee shall retain all previous accumulated seniority. A notice of reinstatement shall be made by certified mail. The recall notice shall be sent to the last known address. The employee must respond, in writing, within five (5) working days of receipt of the recall notice as determined by date on return receipt. The employee is responsible for keeping the board advised of his/her current address so that board notification of recall, to the last known address, meets the board's responsibility. All job postings shall be sent to laid off employees.

## **ARTICLE 22 ASSOCIATION RIGHTS**

- A. Second shift custodians who wish to attend local association meetings shall be allowed to attend as long as the time spent at such meetings is made up.
- B. The board will permit two (2) duly authorized delegates up to three (3) days leave per school year, without loss of pay or benefits, to attend the OAPSE Annual Conference. The association shall notify the superintendent, in writing, at least fourteen (14) calendar days in advance, of the names of the two (2) delegates and two (2) alternates and the dates of the conference. It is understood that a designated alternate may substitute for a designated delegate in the event the delegate cannot attend because of unexpected emergency circumstances.
- C. The board will forward all mail associated with the union to the president of the chapter.
- D. The association president shall receive at least forty-eight (48) hours advance notice and a copy of the board agenda for regular and special board meetings. Upon approval by the board, a copy of the minutes of board meetings and addendums will also be forwarded to the association president.
- E. The board will continue to permit members of the bargaining unit to attend OAPSE workshops if held on NEOEA Day. An employee will be paid for such attendance if:
  - a. The employee gives the superintendent at least seventy-two (72) hours advance written notice of the employee's desire and intention to attend;
  - b. The employee signs in at the workshop meeting and attends all of the scheduled session; and

- c. The association keeps a record of those employees who attend and verifies to the board who was in attendance.

The parties mutually recognize that operation of this provision is not to leave the board without sufficient custodial and secretarial help on the day in question, or penalize the board on premium rates of pay; therefore, if after the employee's advance written notice is given it appears that custodial and secretarial help will not be sufficient, the board may designate non-OAPSE member regular custodians and secretaries and then, if necessary, the least senior remaining regular custodians and secretaries, up to a maximum of three (3) employees from each group, to work the necessary shift during the day, it being understood that implementation of this provision is not intended to operate so as to interfere with an employee's prescheduled authorized absence on the day of vacation, personal leave, or similar reasons.

- F. The board will provide a copy of the policy book on-line to the association president. The parties mutually recognize this book is not contractual in nature.

### **ARTICLE 23 CUSTODIANS**

- A. Except as provided in Article 31, all head custodians and weekend custodians working eight (8) hours per day shall have a work schedule inclusive of lunch. Every effort will be made to allow head custodians to have at least ½ hour before and after lunch for set-up and/or clean up of cafeterias. The head building custodian's supervisory responsibility factor may require additional time not to exceed twenty (20) minutes for which the head custodian already is reimbursed. Head custodial and weekend custodian(s) personnel shall remain on duty throughout the time they eat their lunch and, as such, shall respond to emergency situations requiring immediate attention.  
All custodians, except head and weekend custodians working eight (8) hours per day, shall have a schedule exclusive of lunch.  
The board will have at least nineteen (19) eight (8) hour custodial positions before creating any less than eight (8) hour positions. All head custodians shall not have less than eight (8) hour shifts.
- B. Except as provided in Article 31, overtime shall be assigned by the supervisor to all eligible personnel. Overtime shall be rotated by seniority within each building, with a separate overtime list for Sundays. In the event employees within the building refuse overtime, then system-wide seniority in that classification by rotation shall be used except in the event of an emergency. The head custodian substitution will be assigned by building seniority first, then system wide. Any custodian who works in multiple buildings will be assigned to the building's seniority list where they work majority of their scheduled hours.
- C. A minimum of two (2) custodians will be assigned for the varsity basketball and wrestling events. The size of all other events will determine the number of personnel to be used.
- D. All head custodians will be supplied with district cell phones. During the school year at least three (3) second shift high school custodians will be supplied with district radios. While on duty, head custodians will be required to carry phones with them at all times and to respond to all calls in a timely manner. Voice mail messages must be acknowledged before the end of each shift.
- E. Attendance is required at board sponsored and/or state mandated safety meetings each year. Meetings shall be scheduled no less than ten (10) days in

advance, and notifications given to all custodians. Training may be given by the supervisor, custodian or other qualified personnel. If a custodian is absent, he or she shall make up the meeting.

- F. When a short hour/short year custodian substitutes for a regular contracted custodian in their building either during the regular school year or during the summer period, he/she will be paid at their regular contracted hourly rate.
- G. All short hour/short year custodians will be required to be on duty one week prior to the first student day.
- H. Every reasonable effort will be made to offer short hour custodians extra time system wide first. Temporary custodial vacancies outside the short hour custodian's building shall be offered by seniority. Substitutes, if required, will be used to fill the position with the fewer hours.
- I. During the school year, 2<sup>nd</sup> and 3<sup>rd</sup> shift custodians will be offered the opportunity to move up to first shift on all non-teacher days. In circumstances where there is an evening activity in a building, should more than one senior employee choose to move up a shift, the less senior employees must work the later shift to cover the needs brought forth by the event. In the event that a more senior employee maintains their scheduled shift, they would be expected to work the event.
- J. In September of each year, a vacation sign-up sheet will be distributed in each building for the purpose of electing vacation time during the school year. Vacations of five (5) consecutive days or more to be taken during the school year must be chosen at that time with changes to be made only with the prior approval of the supervisor.
- K. In the event of a vacation by the weekend custodian, any regularly contracted head custodian or custodian who is on the weekend custodian substitute list may vacate their shift to substitute for weekend custodian with approval of supervisor.

#### **ARTICLE 24 MAINTENANCE EMPLOYEES**

- A. The board shall not require maintenance employees to purchase or use personal tools in the performance of their assigned tasks; however, maintenance employees may use their personal tools in the performance of their job. The board will provide tools reasonably necessary for the job. Requests for necessary tools will be processed through the normal supply requisition channels.
- B. Maintenance/mechanic personnel who use personal tools to perform assigned job functions shall so advise their immediate supervisor and shall use personal equipment to perform assigned job functions only with the approval of the immediate supervisor. The board will be responsible for replacing personal tools that are broke while performing assigned job duties or stolen while on school property.
- C. Maintenance employees shall be regularly scheduled Monday through Friday, first (1<sup>st</sup>) shift. The board may create a staggered first (1<sup>st</sup>) shift schedule for the maintenance staff starting no later than 10:00 a.m. Overtime opportunities shall be distributed to the alternate shift maintenance employee unless such work is of a technical nature and outside of the eligible maintenance employee's expertise. All other overtime opportunities shall be offered on a seniority rotation within the department affected.

**ARTICLE 25**  
**ADMINISTRATIVE ASSISTANT/CLERICAL PROVISIONS**

- A. Administrative assistants will not be required to provide direct supervision of students during or after school, such as supervising the loading or unloading of buses; this provision is not intended to preclude traditional responsibilities incidental to a secretarial position.
- B. Administrative assistants shall not be required to give medication or perform nursing duties.
- C. Any part time administrative assistant/clerical positions that increase to six (6) hours or more per day will be re-posted at the end of the school year.
- D. OAPSE shall have the right to appoint a representative to the board's Safety Committee.
- E. When the Transportation Supervisor is unavailable, administrative assistants will supervise students waiting in the office for parent pick-up. This responsibility will occur no more than five (5) times per school year.

**ARTICLE 26**  
**PROCTORS**

- A. The lunch proctor/student ration should not exceed an average of 110 to 1. If there is a specific issue concerning the lunch proctor/student ratio, the issue must first be discussed with the building principal in an attempt to resolve the matter. If not resolved, it may then be taken to the assistant superintendent for review.
- B. Proctors may be assigned responsibilities that include activities that support food service operations, preparing the lunch areas for gym classes, supervision of students and any other activities that support school operations as assigned by the principal.
- C. Filling proctor positions:
  - a. Proctors may bid on additional hours so long as it doesn't exceed a five (5) hour contract or the person already qualifies for full health care benefits (i.e. grandfathered staff, current six (6) hour contract holders).
  - b. Proctors may bid on part of a contract posting of two (2) hours or less. For example, a proctor may bid on one (1) hour of a two (2) hour posting provided the additional hours do not interfere with his/her current contract responsibilities.
    - i. In situations of partial bids by the most senior proctor, the remaining hours would be re-posted. If no one bids on the remaining hours, the entire posting is awarded to the most senior qualifying proctor who can take all the hours.
  - c. Proctors bidding on additional hours will not be forced out of their original position because he/she qualified for additional hours.
  - d. The hours of the proctor position will be posted for permanent or short term (one (1) year or less).
  - e. Additional hours resulting in a proctor traveling to another building will not cause a liability to the school district in proctors work or travel time.
- D. Substitution:
  - a. If a proctor position with more hours requires a substitute, the sub caller will offer the position to the most senior proctor on the in-building substitute list. The proctor taking this position will have his/her position

filled by the second most senior proctor that is available. The proctor taking this position will have his/her position filled by a person from the out-of-district proctor list. If the building substitutes are not interested, the most senior proctor on (applicable K-5 or 6-12) the intra-building substitute list will be called unless the superintendent determines that the educational or operational efficiency of the building is compromised due to the frequency of the individual's movement.

- b. Proctors may request additional substitute hours beyond his/her regular schedule. Interested proctors should contact the sub caller to inform him/her of hours of availability.
- c. Proctors cannot substitute for any hours that would exceed forty (40) hours a week unless approved by the superintendent.
- d. A list will be circulated by the building principal. Proctors who are interesting in moving to higher hour positions within the building should sign up on this list.
- e. A K-5 and 6-12 substitute list will be circulated in the school that it pertains to. This list will identify proctors who are interested in subbing higher hour positions when the in-building substitute list is exhausted.
- f. Elementary proctors shall call to report their absences as soon as possible, but in no event later than 9:00 a.m. on the day of the absence.

## **ARTICLE 27**

### **INSTRUCTIONAL/EDUCATIONAL AIDE**

- A. The assignment of an instructional/educational aide will be made by the district administration on the basis of what is deemed in the best interest of the student(s) in regard to the student's needs (educational, social and emotional), the aide's training/qualifications and other related considerations.
- B. In the event a student/class no longer needs an aide, the aide will be reassigned to another student or class as needed. If it is determined that a need does not exist, a reduction in force would result in accordance with Article 21.
- C. If the district administration determines additional training is required, it will be provided by the board at its expense. In the event that the district has arranged for additional training or a workshop that would enhance the knowledge needed to perform his or her duties, every aide will be notified and every effort will be made to allow for his or her attendance at the workshop. If an aide feels the need for specific additional training, a request should be made to the special education director and every effort will be made to arrange for such training. However, the board has no obligation to pay any expenses, tuition or otherwise, related to any state or federal certification requirements.
- D. Instructional/educational aide whose contracted hours are over four (4) for the current school year will begin the next school year at their building on a four (4) hour contract and will establish their regular contract by the last full week of September. However, from the beginning of the school year until September 30<sup>th</sup>, the employer shall maintain the benefit level as that maintained at the end of the preceding year.
- E. The instructional/educational aide employment contract sequence shall be two (2) one-year contracts. If an instructional/educational aide is awarded a contract for a third consecutive year, that contract shall be a continuing contract.

**ARTICLE 28**  
**CAFETERIA PROVISIONS**

- A. Banquet and additional work hours for cafeteria employees shall be rotated according to seniority within the building affected.
- B. In the event the head cook is absent, the employees within each building move up in positions. The substitute employee shall receive the lowest amount of hours.
- C. In the event there is only one cafeteria employee in a building, a system-wide seniority list shall be employed.
- D. Each kitchen shall be supplied with a fully stocked, lockable first aid kit.
- E. The food service supervisor shall supply all head cooks with district monthly financial performance reports by the fifteenth (15<sup>th</sup>) of the month for the preceding month excluding June, July and August.
- F. Regularly occurring catering assignments such as weekly Rotary breakfasts will be posted for three (3) month increments. The posting will follow the provisions set forth in Article 11, Section A. Persons making the bid for this assignment are expected to be available for work at this weekly assignment for the entire three (3) month period. If during this period, a person should be absent for two (2) times, they will be removed from this assignment for the remainder of the quarter and the next person on the sign up list will be awarded the hours.
- G. If the food service program in a specific building has a year end financial report of expenses exceeding revenues, all cafeteria helpers within that building whose contracts are over five and one-half (5 ½) hours will begin the next school year at a five and one-half (5 ½) hour contract, and will establish their regular contract by the regularly scheduled September board meeting. If the union questions whether or not the expenses exceed revenues in a specific building, documentation substantiating the figures indicating expenses exceeded revenues shall be provided.

**ARTICLE 29**  
**TRANSPORTATION**

- A. Substitute drivers may only drive field trips or sport trips when no regular/van driver is available. Van trips and absences on van routes will be offered to van drivers first, van driver substitutes next, and then the bus driver rotation list.
- B. A bus or van driver who bids or is assigned to a field trip or mid day run shall be paid a minimum of two (2) hours for the trip or run; provided the field trip does not abut a driver's regular run. After July 1, 2008, when a mid-day kindergarten bus or van route becomes available for any reason, the route will be posted at the actual time. However, the senior drivers that currently drive the above specified routes will continue to do so at their current contracted hours until they forfeit the route or for any reason the route is vacated. Drivers with mid-day routes are not eligible to bid on field trips that conflict with their mid-day schedules.
- C. The bus supervisor shall post in his/her office, a chart denoting hours and refusals for sport and field trips with drivers rotating in seniority order. If a driver accepts a sport or field trip assignment and subsequently refuses the assignment with less than twenty-four (24) hours notice, the driver (unless the refusal is due to a bona fide emergency that precludes the driver from carrying out the assignment) will not be eligible to take field trips for the following work week. After three months new drivers employed by Kenston shall be eligible for field and athletic trips at the discretion of the supervisor.

- D. As any bus route and kindergarten run becomes available, it shall be posted in accordance with seniority bid system. Said route shall be awarded in accordance with Article 11 – Seniority Bid System. A thirty (30) day probationary period will be allowed for the route. Vacant regular or newly created bus routes and kindergarten runs will be offered to contracted bus drivers on the basis of seniority, then to contracted van drivers, before being posted outside the Transportation Department.
- E. Attendance is required at board sponsored and/or state mandated safety meetings each year. Meetings shall be scheduled no less than ten (10) days in advance with written notification given to all drivers. Training may be given by the supervisor, on-board trainer, or other qualified personnel. If a driver is absent, he or she shall make up the meeting and submit documentation to the bus supervisor within thirty (30) calendar days, or they will be docked their contracted rate. Driver conference days (i.e. required safety meetings, orientation days...) are not subject to personal or sick leave provisions.
- F. Bus and van drivers will be required to do daily cleanup only. At the end of the school year they are to remove any personal effects from the bus and van and thoroughly clean their assigned vehicle(s) in accordance with the guidelines established by the transportation subcommittee. Drivers will be paid for the actual time spent cleaning his/her assigned vehicle(s) not to exceed four (4) hours per two (2) hours for van.
- G. Bus/van drivers who take a field trip in lieu of their regular route will be paid their contracted rate/time equal to their contracted rate and time. For all field trip time after this period, the driver will be paid at Step 0 plus \$1.75/hour for bus trips and Step 0 plus \$.75/hour for van trips. The additional \$1.75 and \$.75 does not apply to bus/van drivers on Step 0.  
 When the field trip begins after the driver's contracted time, the first 2.5 hours will be at the bus/van driver's contracted rate and all time beyond the contracted time will be at Step 0 for bus field trips and Step 0 for van field trips.  
 In circumstances when a field trip begins during a driver's contracted time, (i.e. halfway through an afternoon run), the unworked balance of the driver's contracted time will apply toward the first 2.5 hours of contracted field trip rate and Step 0 for all time after this period.
- H. A driver shall be paid for two (2) hours for any field trip which is canceled after the employee reports to the bus garage, provided the field trip does not abut the driver's regular run. The only exception for show up time pay will be for any athletic trips that are cancelled after 12:00 noon of that day, unless it is weather or emergency related. The driver shall also be paid for the two (2) hours.
- I. If a field trip or activity trip is scheduled one hour or less after the driver's existing run, the driver shall be paid for layover time. When a mid-day field trip ends an hour or less before the driver's regular run, the driver is paid a layover time. This compensation is prorated to reflect the actual layover time (i.e. ¾ hour layover would be paid ¾ hours).
- J. Except in situations outside of the control of the board, drivers shall receive forty-eight (48) hours advance notice for field trips. This provision shall be enforced by the administration.
- K. Bus and van drivers shall drive students on board owned buses and vans for school sponsored activities. The only exception is sub drivers in accordance with Article 51 – Procurement of Substitutes. Vans do not require bus/van drivers for the following reasons:
- a. When students are not transported
  - b. Out of state student field experiences
  - c. Overnight student trips
  - d. Trips involving nine students or fewer

- L. Summer Field Trips: A sign up list shall be made available for sign-up for all summer trips. Any driver who has signed on this summer list shall be called in for trips according to the rotation system used throughout the school year.
- M. Any qualifying event that would cause a bus driver to be delayed will commence after the delay has reached a delay time of twenty-five (25) minutes.
- N. CDL and Abstract: The abstract which is required yearly shall be paid for by the board. The cost of the difference between the regular operator's fee and CDL shall be paid by the board. (CDL fee minus regular operator's fee = reimbursement). This shall include mechanics. Application for CDL reimbursement shall be submitted to the transportation department; upon verification the transportation department will apply for reimbursement to the treasurer. Drivers who do not possess a current, valid CDL with the proper endorsements shall be suspended without pay until the supervisor is presented with a valid driver's license.
- O. Drivers' Physical Examinations – The board will pay the difference between the county reimbursement amount and the actual cost of the examination.
- P. When establishing hours at the beginning of the year, drivers shall report their hours to the bus supervisor for contract adjustments beyond the two (2) hour minimum. Falsification is grounds for disciplinary action. During the year, route adjustments shall occur if changes of fifteen (15) minutes or more occur for a week or more.
- Q. Bus drivers and van drivers who fail to notify the supervisor that his/her acceptance of a field trip will result in his/her qualification for overtime will be ineligible for field trips for two weeks. Bus drivers who upon accepting a field trip determine that the field trip will result in overtime shall notify their immediate supervisor. The supervisor shall offer the field trip to other eligible bus drivers where assignment would not result in overtime. If all other drivers are ineligible or decline the trip, it shall then be offered to the original driver. Bus supervisor will post the estimated time of each field trip on the field trip bid sheet.
- R. In the event of an emergency, personal day requests by transportation drivers may be denied or cancelled by the superintendent or transportation supervisor if no substitutes are available to perform the regular routes. The driver may request a conference with the superintendent or transportation supervisor to review the special circumstances of his/her request. Transportation office personnel and bus supervisor will only drive routes, field trips or van trips in emergency situations (emergency situations do not include coverage of drivers taking personal days).
- S. Upon the mutual agreement of the superintendent and the OAPSE president, contracted transportation providers may be used for extenuating circumstances (i.e. special education students placed in schools where it is impractical to assign a board owned bus/van or driver). This language does not affect the current practice of private buses being used for class trips, coach/student trips to state athletic competitions and other current transportation practices.
- T. The bus supervisor may call a bus/van driver meeting and all drivers will be compensated at his/her regular rate of pay for a minimum of fifteen (15) minutes. All meetings will be announced at least forty-eight (48) hours in advance unless extenuating or emergency situations arise. Article 30, Work Week, F. does not apply to driver meetings.
- U. A bus driver who is issued a van contract will be placed on the van driver schedule at the same step they are placed as a bus driver with a maximum credit of Step 5 on the van driver pay schedule.
- V. All regularly scheduled bus routes that increase to five and one-quarter (5.25) hours or more per day or twenty-six and one-quarter (26.25) hours per week, excluding vocational will be re-posted once within school year.

- W. The board will adopt a policy to provide CDL reimbursement incentive for newly trained drivers.
- X. Drivers who are required to re-certify their CDL license shall receive a stipend of \$75.00 upon successful completion of their testing. Applications for the CDL re-certification stipend shall be made to the bus supervisor within thirty (30) days. The transportation department will then apply to the treasurer for payment. Article 31, Section F, Work Week does not apply to driver training.
- Y. All drivers shall complete and submit all required route paperwork (updated, detailed bus route sheets, student lists, seating charts, etc.) within fifteen (15) work days of the first student day. This deadline will be extended five (5) work days in the event of a route change after the initial due date of the route paperwork deadline. Drivers shall be paid up to two (2) hours for time spent to complete the paperwork. Drivers who have mid-day kindergarten, direct afternoon kindergarten and direct private school runs shall be paid up to four (4) hours to complete paperwork. Should a decrease of fifteen (15) minutes or more occur after October 15<sup>th</sup> in each school year, the most senior driver may displace the least senior driver that has a drive time equal to or greater than the drive time the more senior driver currently holds. This process will be implemented only at the driver's written request during a five (5) business day period after the change in hours has occurred. The less senior driver will then be awarded the vacated route. This process does not apply to mid-day kindergarten routes and special education routes.
- Z. The van driver employment contract sequence shall be two one-year contracts. If a van driver is awarded a contract for a third consecutive year, that contract shall be a continuing contract.
- AA. Subject to the limitation set forth in Section R. above, van drivers will have the first opportunity to bid on van field trips.
- BB. The flat field trip rate of pay for an overnight trip is raised to \$500.
- CC. The on-board instructor will receive an additional \$.35/hour when performing his/her duties. This assignment is at the sole discretion of the bus supervisor.
- DD. Van drivers who are qualified and awarded a bus driver contract shall receive for step placement only one year of seniority for every two years of van driver services in the Kenston Schools..
- EE. Van trips/routes taken by bus drivers will be paid at the bus driver step and level at the van driver rate.
- FF. Use of a cell phone including hands-free and wireless devices or other portable communication devices by a bus or van driver while the school bus/van is in motion, or while the driver is supervising the loading or unloading of students, will be considered a "serious incident or danger" as stated in Article 20 – Discipline.
- GG. There will be a separate rotating seniority bid list for holiday/Sunday/overnight trips.

**ARTICLE 30  
TRANSFERS**

Employees who are department heads (i.e. head custodian, head cook, administrative assistant I to principal) shall not be transferred to work in other buildings unless an extenuating circumstance arises, such as an emergency shut down of the school (fire, no heat, etc.)

## **ARTICLE 31 WORKWEEK**

Except as provided in Section D below, the standard work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. "Second shift" is defined as any regularly scheduled shift beginning at or after 2:30 p.m. "Third shift" is defined as any regularly scheduled shift beginning at or after 10:30 p.m., Sunday through Thursday. Any employee regularly assigned to third shift (third shift being defined as any regularly scheduled shift beginning at or after 10:30 p.m.) shall be paid the differential during the summer months even though the employee may be assigned to first or second shift. Regularly assigned is defined as the shift the employee is normally assigned to during the school year. The night watchman's night shift shall also be considered third shift. This specifically addresses the third shift custodians who are assigned to first or second shifts during the summer months. Employees shall be entitled to compensation at a premium rate of pay as follows:

- A. All hours worked in excess of forty (40) hours per week shall be paid at the overtime rate of time and one-half the employee's regular rate of pay.
- B. With the exception of bus drivers and van drivers, all hours worked in excess of eight (8) hours in any one (1) calendar day shall be paid at the overtime rate of time and one-half the employee's regular rate of pay.
- C. All work performed on a Sunday or holiday shall be paid at the rate of double-time, i.e. two (2) times the employee's regular rate of pay. Holidays, sick leave, vacation leave and calamity days shall be counted toward the employee's forty (40) hour work week.
- D. Weekend custodians and any other employee whose regular work week includes a Sunday will be paid double time for all hours worked over forty-eight (48) in a work week or any assignment made on their seventh work day (i.e. Wednesday through Sunday work week – Tuesday would be the seventh day). Likewise, such employees whose regular work week includes a Sunday will be paid double time for all hours worked on a holiday. The work schedule of the positions in this category may be changed due to special situations, i.e. summer hours or special events.
- E. The district shall have the right to establish a Weekend Custodian classification. For the duration of this agreement, there shall be only one weekend custodian. It shall have the right to establish eight (8) or ten (10) hour shifts or any combination of such shifts. The weekend custodian will only be eligible for overtime after forty (40) hours in a work week. The district shall have the right to modify the weekend custodian work week during the summer months.
- F. There shall be two (2) weekend overtime lists. The first, a district-wide weekend overtime list shall be established for the weekend custodian evening duties. In the event more than ten (10) hours are required on a Saturday or Sunday, the evening extra time will be offered first to regular custodians who express an interest in working weekend evening overtime and second to the weekend custodian.
- G. The second weekend overtime list shall be for other than weekend custodian evening duties. When other than weekend evening overtime is offered to custodians, the overtime work will be scheduled before the weekend custodian's shift.
- H. Any employee required to report for work once or more on any given workday shall be guaranteed a minimum of two (2) hours pay at the appropriate rate.

- I. Pay and benefits (excluding health insurance) for partial week employees with less than thirty (30) hours per week shall be prorated according to the weekly hours contracted.

**ARTICLE 32  
WAGES**

- A. Members of the bargaining unit shall be compensated in accordance with the straight time hourly wage rates set forth in the wage appendix attached hereto and incorporated herein.
- B. Placement of a new member of the bargaining unit on the wage schedule applicable to the member's job classification will be rationally related to the member's work experience and job qualifications.
- C. Employees who have been in a classification for at least one (1) year and moved from that classification to another will have the following rate schedule apply for the total years service in the Kenston Schools:

<u>TOTAL YEARS SERVICE</u>	<u>RATE</u>
10	AN ADDITIONAL \$.15 PER HOUR
15	AN ADDITIONAL \$.15 PER HOUR
20	AN ADDITIONAL \$.15 PER HOUR
25	AN ADDITIONAL \$.15 PER HOUR
30	AN ADDITIONAL \$.15 PER HOUR

(This rate will be added to the regular hourly rate.)

- D. All employees are required to receive salary payments via e-mail direct deposit.
- E. All employees, except food service employees, shall receive their appropriate rate of pay through the payroll department for work performed at non-school functions; such pay will be received not later than the second scheduled payday after the work is performed, provided the employee turns his/her time for the work into the employee's supervisor. This section does not imply that food service employees will not be paid for non-school functions.

**ARTICLE 33  
VACATIONS**

- A. Eleven (11) and twelve (12) month employees shall continue to be entitled to paid vacations as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 through 4 years	2 weeks
5 through 9 years	3 weeks
10 through 19 years	4 weeks
20 years or more	5 weeks

- B. Vacations should be scheduled for periods when school is not in session. If vacation is requested for a period when school is in session, the request must be made to the superintendent or designee for his/her consideration.

- C. Vacation may not be taken the week before the start of the school year for students and the last student day and teacher workday of the school year. Vacation benefits earned during the first year of employment for those employees who are hired during a school year will be prorated (that is, if the new employee has active employee status for six (6) months or more during the school year, vacation benefits are determined by dividing the number of the employee's paid days at the employee's current rate of pay during that school year by the number of paid days the employee would have had if employed during the entire school and the resulting percentage is then multiplied against ten (10) work days and rounded to the nearest quarter (1/4) day). Vacation benefits for an incumbent employee whose employment terminates during a school year, or who has an unpaid leave of absence during a school year, are determined by dividing the number of the employee's paid days at the employee's current rate of pay during that school year by the number of paid days the employee would have had if actively employed during the entire school year and the resulting percentage is then multiplied against the number of vacation days the employee would have earned if actively employed during the entire school year and rounded to the nearest quarter (1/4) day. "School year" under this provision means July 1 through June 30. To receive credit for a year of service for vacation vertical progression purposes, the employee must actually work for not less than one hundred twenty (120) days during a school year in which the employee was actively employed as of the beginning of that school year. Members of the bargaining unit must take their earned vacation time no later than the subsequent school year in which they become eligible for such vacation time. Under extenuating circumstances, the superintendent may extend the deadline for the use of earned vacation.
- D. It is the board's intent to have all buildings covered during vacation time. Vacations will be scheduled by seniority within each building. Except in emergency situations, vacation leave may not be used without the following appropriate advance written notice and approval by the supervisor's office or designee. One (1) day or two (2) days of vacation shall require twenty-four (24) hours advance written notice. Head custodians/custodians shall require twenty seven (27) hours advance written notice. Three (3) or more consecutive days of vacation shall require five (5) working days advance written notice. Summer vacation requests of four (4) or more consecutive days must be submitted during the five (5) working days following the last scheduled school day of the year. Intermittent vacation days will not take precedence over previously scheduled vacation.
- E. If an employee is sick during an approved vacation day and wishes to convert the vacation day to a sick day, he/she will contact the supervisor or designee to report the illness. The employee shall provide documentation (i.e. doctor's note) within forty-eight (48) hours upon return.

#### **ARTICLE 34 HOLIDAYS**

- A. Twelve (12) month employees shall be granted the following paid holidays:
- a. Independence Day
  - b. Labor Day
  - c. Thanksgiving Day
  - d. Day after Thanksgiving
  - e. Day before Christmas Day

- f. Christmas Day
  - g. New Year's Day
  - h. Martin Luther King Day
  - i. Good Friday
  - j. Memorial Day
- B. All other employees shall be granted the following paid holidays:
- a. Labor Day
  - b. Thanksgiving Day
  - c. Day after Thanksgiving
  - d. Christmas Day
  - e. New Year's Day
  - f. Martin Luther King Day
  - g. Good Friday
  - h. Memorial Day
- C. Should a holiday occur on a Saturday, the preceding Friday shall be observed as the paid holiday. Should a holiday occur on a Sunday, the immediately following Monday shall be observed as the paid holiday. All negotiated holidays will be recognized as being the actual date of the holiday. All employees will be paid double time if they work on the actual date of the holiday. If an employee works on the observed holiday, they will be paid at time and one-half.

**ARTICLE 35  
SICK LEAVE**

- A. Bargaining unit members shall be granted fifteen (15) sick leave days per year. Unused sick leave is cumulative up to two hundred seventy five (275) days. During the year of retirement, an employee who begins the school year with a maximum of two hundred and thirty five (235) accrued sick days, fifteen (15) allowable sick days will be accrued during the year of retirement and then reconciled at the end of that school year. Severance will be calculated at no more than the two hundred and thirty five (235) day maximum.
- B. A member of the bargaining unit who exhausts all accumulated sick leave may, upon written request to the treasurer, be advanced up to five (5) days of sick leave in the school year in which exhaustion occurs. Advanced sick leave will be charged against sick leave the employee subsequently accumulates. It being mutually understood that if such employee's employment terminates for any reason before all advanced sick leave is earned back, the board is entitled to fully recoup the economic value of the amount not earned back.
- C. Sick leave may be used for personal illness, pregnancy, injury, exposure to contagious disease which should be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. In situations of contagious diseases, the supervisor/principal may request verification by a physician. Babysitting children too young to care for themselves does not qualify as sick leave.
- D. For purposes of personal illness or injury in the immediate family, "immediate family" means:
- a. Husband, wife
  - b. Children (biological, foster, adoptive, step)
  - c. Father, mother
  - d. Father-in-law, mother-in-law

- e. Any other relative if the relative is dependant for care upon the member of the bargaining unit, and no closer relative may reasonable be expected to perform this care.
- f. In the event a member of the bargaining unit seeks to use sick leave due to the illness of a member of the immediate family as defined in Article 35, the member may use no more than ten (10) weeks (Fifty (50) days) of paid sick leave in any school year for such purposes. Additional days may be granted with the agreement of the administration and the association.

The reason must be clearly documented on the absence sheet subject to the review of the supervisor. The supervisor may require a physician's excuse.

- E. Death in the immediate family; "immediate family" means"
  - a. Husband, wife
  - b. Children (biological, foster, adoptive, step)
  - c. Father, mother (step)
  - d. Brothers, sisters (step)
  - e. Father-in-law, mother-in-law
  - f. Brother-in-law, sister-in-law
  - g. Grandparents
  - h. Grandchildren
  - i. Daughter/son-in-law
  - j. Niece/nephew
  - k. Aunt/uncle
- F. Where the employee's attendance record shows an excessive and/or repetitive pattern of absenteeism, absence may be subject to administrative review and verification.
- G. A member of the bargaining unit who transfers from a less than full time to a full time position, or vice versa, shall only transfer the total number of hours of sick leave that he or she has accumulated in job classifications previously held in the district. For example, if a four (4) hour employee transfers to an eight (8) hour job, and if she or he had an accumulated one hundred twenty (120) days of sick leave in the four (4) hour position, the employee would be deemed to have sixty (60) days of sick leave applicable to the eight (8) hour position. Likewise, if an eight (8) hour employee transferred to a four (4) hour job, and if she or he had accumulated one hundred (100) days of sick leave in the eight (8) hour position, the employee would be deemed to have two hundred (200) days of sick leave applicable to the four hour position. This section does not apply to changes of ½ hour or less.
- H. In accordance with O.R.C. Section 3319.141, falsification of a statement justifying the use of sick leave is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.
- I. The employee absence form for sick leave shall be completed within forty-eight (48) hours upon the employee's return.

### **ARTICLE 36 PERSONAL LEAVE**

- A. All regularly contracted employees of the board will have three (3) days personal leave available during said year.
- B. It is not the intention of the personal leave policy to extend holidays or employee's accrued vacation period. Any request for personal leave (1) preceding or following a holiday, spring break, winter break or dock day, (2) day of orientation, or the first day of school, (3) last day of school, or record day, must

have the prior approval of the principal/supervisor and superintendent. Personal leave before or after President's Day must be requested at least one week in advance and may be denied or cancelled by the superintendent if no substitutes are available to perform the employee's job. Personal leave may not be used for gainful employment.

- C. No personal leave may be used without at least twenty-four (24) hours advance notice to the superintendent's office or designee, except in emergency situations.
- D. If an employee with less than twelve (12) months of service severs employment on or before January 1, the board may recoup the cost of personal leave extended during that school year on behalf of the employee to the extent, if any, that such cost exceeds the cost of one (1) day of leave. If an employee severs employment on or before May 1, the board may recoup the cost of personal leave extended during that school year on behalf of the employee to the extent, if any, that such cost exceeds the cost of two (2) days of leave. Recoupment under this section shall be made by adjusting the pay otherwise due the employee in his/her final paycheck.
- E. The use of three (3) consecutive personal days must meet the requirements of Special Leave.

#### **ARTICLE 37 SPECIAL LEAVE**

- A. Special leave of one (1) day per year is granted to include funerals not covered by sick leave, mandatory court appearances, necessary legal or business matters that cannot be attended to after school hours, on Saturday, or during vacation periods, **absence due to illness of a significant other who is a resident of the household** or unusual family obligations ("family" is defined as husband, wife, children, father, mother, brother, sister, father-in-law or mother-in-law) such as adoptions, weddings or other situations which meet the approval of the principal/supervisor and the superintendent.
- B. All special leave, except emergency, must have the prior approval of the principal/supervisor and superintendent.
- C. Special leave is non-accumulative and is not deducted from sick leave. Except for Rosh Hoshana or Yom Kippur, or emergency situations (bad weather, power outages, car trouble...) personal leave shall be exhausted prior to use of special leave. Special leave shall be approved for each of the reasons listed herein.
- D. Special leave is not an extension of personal leave, except with the approval of the principal/supervisor and superintendent.
- E. In addition to special leave, the superintendent may, at his discretion and without appeal, approve a request from bargaining unit members for unpaid "dock time" for personal and family obligations.

#### **ARTICLE 38 ASSAULT LEAVE**

- A. A member of the bargaining unit who is absent due to physical disability resulting from an assault, which occurs while on duty performing tasks prescribed by his/her supervisor in the course of board employment shall be eligible to receive assault leave.

- B. Such leave shall be granted for not to exceed twenty (20) days upon the member's delivering to the superintendent a signed statement on forms prescribed by the board of education and maintained by the treasurer. The member shall file a full written report concerning any assault after having the opportunity to consult with representation of his or her choice. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its expected duration. The superintendent may require that the process of establishing a member's eligibility for assault leave may also include an examination by a board appointed physician. In that event, the examination shall be at board expense. At the written request of the member an additional twenty (20) days of leave shall be granted if the need for such is verified through reexamination by a board appointed physician. This examination shall be at board expense.
- C. Payment for assault leave shall equal the member's per diem rate of pay exclusive of overtime and supplementary pay, less worker's compensation, and will not be approved for payment unless and until the form and/or certificate, as provided above, are submitted to the superintendent. Falsification of either the signed or unsigned statement or a physician's certificate is grounds for suspension or termination of employment.

**ARTICLE 39  
PROFESSIONAL LEAVE**

Any member of the bargaining unit may be granted leave of absence for professional improvement provided the principal/supervisor so recommends, and the request is approved by the superintendent. Such leave is with full pay and a substitute when necessary.

**ARTICLE 40  
MATERNITY/PATERNITY/CHILD REARING LEAVE**

A member of the bargaining unit who is pregnant shall file a letter of notification with the superintendent no later than the end of the fifth (5<sup>th</sup>) month of pregnancy. This notification shall include the anticipated delivery date, verified by an accompanying statement from the attending physician, and shall indicate whether the employee plans to take a maternity leave of absence or not. If the employee wishes to take a maternity leave of absence, the actual beginning of the leave shall be no later than the next regularly scheduled work day following the delivery date or at such earlier time as specified by the employee. The request for leave shall be subject to the following:

- A. Such leave shall be without compensation, except as provided in the Leave Benefits provision of the agreement.
- B. Between the time leave is requested and one (1) calendar week following the delivery date, the employee may cancel the leave upon written notification to the superintendent. If the time limit of one (1) calendar week following the delivery date occurs on a Saturday, Sunday or board recognized holiday, the leave may be canceled no later than the week day following the one (1) calendar week.
- C. The leave shall extend through the remainder of the school year (July 1 – June 30) in which the leave begins (or for a shorter period at the request of the

employee and with the approval of the superintendent) and, upon the request of the member, for an additional school year.

- D. Individuals on maternity leave shall notify the superintendent, by letter, of plans for the coming work year by April 1 preceding that work year, unless the birth of the baby occurs subsequent to March 15, in which case she shall have until July 1 to notify the superintendent of her intentions for the coming work year. If notification is not received by the appropriate date, it will be assumed that the individual on leave does not wish to return to employment with the Kenston Local School District. A position shall be available as of the commencement of the work year to any individual who makes timely notification according to the terms of this provision unless she has been placed on the recall list in accordance with the provisions of Article 21.
- E. An employee returning from leave shall be assigned the same position she left or an equivalent one (with the same hours) for which she is qualified.
- F. Upon return, all rights with respect to salary increments and other benefits provided by law or granted by the board shall be granted, except such leave shall not be included for the purposes of seniority and placement on the salary schedule.
- G. The child rearing portion of maternity leave shall also be available to fathers upon at least ten (10) days advance notification. The leave may be delayed up to an additional ten (10) days if a satisfactory substitute is not available.

#### **ARTICLE 41**

#### **FAMILY AND MEDICAL LEAVE OF ABSENCE**

##### **A. Eligibility**

- a. An eligible employee may take up to twelve (12) consecutive work weeks of unpaid leave (FMLA Leave) in a twelve (12) month period measured from the date the employee begins the FMLA leave for one or more of the following circumstances.
  - i. The birth of an employee's child and to care for the child;
  - ii. The placement of a child with an employee for adoption or foster care;
  - iii. To care for the spouse, child or parent of an employee when that family member has a serious health condition;
  - iv. The employee's inability to perform the functions of the position because of the employee's own serious health condition.
- b. To be eligible for FMLA Leave, employees must:
  - i. Have been working for the board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
  - ii. Have worked at least 1,250 hours during the last twelve (12) months.
- c. In cases in which the board employs both the husband and wife, the total amount of FMLA Leave is twelve (12) weeks for the couple for the birth or placement of a child.
- d. This policy does not limit or enlarge entitlement to paid or unpaid leave or continuation of group insurance while on an unpaid leave of absence to which an employee is otherwise eligible under the negotiated agreement. However, if an employee is entitled to and takes paid sick leave for any of the circumstances set forth in Section (A) (a) above, the leave will be treated as and counted against FMLA Leave available under this article.

Unpaid leave begins only after all accrued vacation leave (if any), personal days and sick days have been used. Use of FMLA Leave under this article shall not diminish an employee's entitlement to group insurance while on unpaid leave. While on FMLA Leave, an employee shall continue to accrue sick leave.

**B. Notice**

- a. The employee shall provide the superintendent with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the employee's need for leave is foreseeable. If the employee's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement.
- b. Whenever the leave is necessitated by the serious health condition of the employee or his/her family member and is foreseeable based upon planned medical treatment, the employee shall provide the superintendent with no less than thirty (30) days prior written certification (FMLA Form 1 of 2) issued by a health care provider to support his/her request for leave. If an employee requires intermittent leave as set forth below, the employee shall provide the superintendent with no less than thirty (30) days prior written certification (FMLA Form 3). If there is insufficient time to provide such notice because of the need for treatment, the employee shall provide notice as early as possible.

**C. Intermittent Leave and Reduced Work Schedule**

- a. When medically necessary, an employee may take intermittent FMLA Leave or a reduced work schedule to care for a spouse, child, or parent who has a serious health condition, or if the employee has a serious health condition. Subject to the requirements of the healthcare provider, the employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the board.
- b. However, where any employee employed principally in an instructional capacity requests intermittent leave or leave on a reduced work schedule for purposes of a spouse, child, parent or the employee's own serious health condition, and where the employee would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, such employee must elect either:
  - i. To take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
  - ii. To transfer temporarily to an available alternative position (if any) offered by the board for which the employee is qualified, and that
    1. Has equivalent pay and benefits; and
    2. The board determines better accommodates recurring periods of leave than the regular employment position of the employee
    3. If any other employee requests intermittent leave or a reduced work schedule to care for the serious health condition of a family member or for the employee's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the board may, in its discretion, temporarily transfer the employee to an available alternate position with equivalent pay and benefits if:
      - a. The employee is qualified for the position and
      - b. The position better accommodates recurring periods of leave.

**D. Medical Opinion**

- a. The board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated or approved by the board. If the second opinion is in conflict with the first, the board may require, at the board's expense, that the employee obtain the opinion of a third health care provider who shall be mutually agreed upon by the employee and the board. The third health care provider's opinion shall be final and binding regarding eligibility for an FMLA Leave.

**E. Benefits**

- a. The board shall maintain coverage under the group health plan for the duration of the FMLA Leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium must be made by the first day of each month. The employee shall not accrue seniority, vacation or personal leave, or any other employment benefits, save for sick leave, during the leave period.

**F. Return to Work**

- a. When an employee is medically able to return to work after a serious health condition, he/she shall provide the board with a statement from his/her health care provider (FMLA Form 4) that the employee is able to resume the job functions for his/her position.
- b. At the end of an FMLA Leave, the board shall restore an employee within five (5) working days to the same position the employee held when the leave started or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. No employee shall be entitled to any greater rights, benefits or employment beyond that to which the employee would have been entitled had the employee not taken the FMLA leave.
- c. Should an employee not return to work at the end of the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the employee's control, the employee shall reimburse the board for the health insurance premiums paid by the board during the FMLA Leave period. An employee shall be required to support his/her claim of inability to return to work because of the continuation, recurrence or onset of the serious health condition. Certification (FMLA Form 1) from the employee's health care provider shall be provided in a timely manner and no later than thirty (30) days after the claimed inability to return.

**G. Construction**

- a. Any ambiguities in this article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms which are not defined in this article shall have the same meaning as those terms are defined in the Family and Medical Leave Act.

**ARTICLE 42  
ADOPTION LEAVE**

A bargaining unit member who adopts a child shall be permitted to take an unpaid leave of absence. Such leave shall extend through the remainder of the school year (July 1 – June 30) in which the leave begins and, upon the request of the employee, for an additional work year. Individuals contemplating taking adoption leave shall notify the

superintendent of this possibility at the time of their approval by the adoption agency or sixty (60) days prior to the beginning of the leave, whichever is earlier. The effective date of the adoption leave shall be established by notice to the superintendent at least two (2) weeks prior to the commencement of the leave.

- A. Such leave shall be without compensation, except as provided in the leave benefit provisions of the agreement.
- B. Individuals on adoption leave shall notify the superintendent, by letter, of plans for the coming school year by April 1 preceding that school year, unless the adoption of the child occurs subsequent to March 15, in which case he/she shall have until July 1 to notify the superintendent of intentions for the coming school year. If notification is not received by the appropriate date, it will be assumed that the position shall be available as of the commencement of the school year to any individual who makes timely notification according to the terms of this provision unless the employee has been placed on the recall list in accordance with provisions of Article 21.
- C. An employee returning from leave shall be assigned the same position the employee left or an equivalent one (with the same hours) for which the employee is qualified.
- D. Upon return, all rights with respect to salary increments and other benefits provided by law or granted by the board shall be granted to the member, except such leave shall not be included for the purposes of seniority and placement on the salary schedule.

#### **ARTICLE 43 ILLNESS/DISABILITY/OTHER LEAVE**

- A. Illness or Disability
  - a. A classified employee may submit a written request for a leave of absence for reasons of illness or other disability. The board of education shall grant such leave of absence for a period of time not to exceed one calendar year from the date of the leave. Such illness or disability must be confirmed in writing by the attending physician. Subsequent requests for such leave may be renewed by the board.
  - b. Without request, the board may grant similar leave of absence and renewals thereof to a regular employee because of physical or mental disability, but such employee may have a hearing of such unrequested leave of absence or its renewals in accordance with Division (C) of Section 3319.081 of the Ohio Revised Code.
- B. Other Leave
  - a. An employee may submit a written request for a leave of absence for reasons other than illness or disability. Each request shall be judged on its individual merit. In such cases, the board may or may not approve a leave for a period not to exceed six (6) months. Subsequent requests may be renewed by the board.
    - i. A nine (9) or ten (10) month employee may request a one (1) day unpaid leave to work as a poll worker for the Board of Elections. The leave request shall be made a minimum of two (2) weeks in advance of the election day and is subject to the approval of the superintendent.
- C. Benefits During Leave
  - a. All salary and paid benefits shall cease during the leave period.

- b. Eligible employees who are on an approved board of education leave of absence shall have the opportunity of continuing to receive Kenston group medical/dental insurance coverage. Such employees must prepay the board for the premium costs.
- c. The only exception is if any employee is on an approved leave as a poll worker under Section B (i).the board shall continuing paying the coverage.
- d. Failure of the individual to forward payments to the board of education at the stipulated times will terminate this options.

**D. Return to Service**

- a. Upon the employee's return to service from an illness or disability leave, he/she shall be reinstated to his/her former position provided that the employee is capable of meeting the requirements of the position. Provisions of Article 21 of this agreement regarding reduction in force and recall shall continue to apply as appropriate.

**ARTICLE 44  
DOCK DAYS**

Any person who does not have adequate paid leave to cover an absence, must submit written documentation from a physician if illness is claimed. If not an illness, written documentation must be submitted justifying the absence.

If an employee has three or more dock days without an acceptable reason, and within a twelve (12) month period, this will be grounds for discipline beginning with a written warning.

Under extenuating circumstances, the employee may request unpaid days off for a "once in a lifetime" event. This request is subject to the approval of the Superintendent.

**ARTICLE 45  
EXEMPLARY ATTENDANCE**

A. Any member of the bargaining unit having an exemplary attendance record during his/her annual contract year (based on non-use of sick leave, docked pay days, personal days, and not using six or more compensatory days when school is in session) will be provided a merit incentive for attendance award based on the following:

- a. Perfect attendance for a full year:

	<u>Sick</u>	<u>Personal</u>
i. 12 month employee (6-8 hours/day, or 30-40 hrs/wk)	\$225	\$225
ii. Less than 12 month employee (6-8 hours/day, or 30-40 hrs/wk)	\$175	\$175
iii. Less than 12 month employee (4-5.99 hours/day or 20-29.99 hrs/wk)	\$125	\$125
iv. Less than 12 month employee (2-3.99 hours/day or 10-19.99 hrs/wk)	\$ 75	\$ 75
v. 12 month employee (4-5.99 hours/day)	\$175	\$175

b. One day's absence:

	<u>Sick</u>	<u>Personal</u>
i. 12 month employee (6-8 hours/day, or 30-40 hrs/wk)	\$175	\$175
ii. Less than 12 month employee (6-8 hours/day, or 30-40 hrs/wk)	\$125	\$125
iii. Less than 12 month employee (4-5.99 hours/day or 20-29.99 hrs/wk)	\$ 75	\$ 75
iv. Less than 12 month employee (2-3.99 hours/day or 10-19.99 hrs/wk)	\$ 50	\$ 50
v. 12 month employee (4-5.99 hours/day)	\$125	\$125

c. Use of two (2) personal days:

- i. Remaining personal day shall be added to sick leave (no application necessary). It will be the employee's responsibility to apply for the merit incentive award with the superintendent by July 20<sup>th</sup> of the then-current school year. Members must take responsibility to document their application. If employees rely on any mail system, they may be ineligible due to a late, or no delivery status. Said incentive shall be paid in a lump sum payment to those eligible in the August 5<sup>th</sup> pay.

**ARTICLE 46  
JURY SERVICE**

A member of the bargaining unit who is called to jury service will receive the difference between his regular straight time pay and the compensation he receives for jury service for each day of absence caused by jury service. To be eligible for pay under this article, the employee shall submit to the treasurer an official voucher showing the days of jury service and the amount of jury pay received.

**ARTICLE 47  
INSURANCE**

- A. Using the schedule of premium contributions set forth in Section B, C, D and E below, the board will provide health and dental insurance for eligible members of the bargaining unit. Should either the board or Local 501 seek to change any of the benefit levels, the parties shall meet for the purpose of negotiating such changes in accordance with the provisions of Articles 4 through 9 provided. An agreement may be reached to change benefit levels (as specified in Appendix A) at times other than contract expiration subject to the approval by the governing boards.
- B. Employees hired before July 1, 1991
  - a. With respect to health insurance (the managed care program), the board will pay 100% of the monthly premiums for individual coverage and 98% of the monthly premiums for family coverage with respect to members of the

- bargaining unit regularly scheduled to work six (6) or more hours per day or thirty (30) or more hours per week.
- b. With respect to dental insurance, the board will pay 100% of the monthly premiums with respect to members of the bargaining unit regularly scheduled to work six (6) or more hours per day.
- C. Employees hired after July 1, 1991
- a. For new employees (six (6) or more hours per day, or thirty (30) or more hours per week) hired after July 1, 1991, the board will pay for ninety percent (90%) of the premium for medical and dental coverage. The employees share will be ten percent (10%).
  - b. With respect to members of the bargaining unit regularly scheduled to work four (4) or more hours per day or twenty (20) hours per week, but less than six (6) hours per day or thirty (30) hours per week, the board will pay 66-2/3% of the monthly premiums for single or family coverage.
  - c. With respect to members of the bargaining unit regularly scheduled to work two (2) or more hours per day or ten (10) hours per week, but less than four (4) hours per day or twenty (20) hours per week, the board will pay 33-1/3% of the monthly premiums for single or family coverage.
- D. Employees hired after July 1, 2008
- a. For new employees (thirty-three and three quarter (33.75) or more hours per week) hired after July 1, 2008, the board will pay for ninety percent (90%) of the premium for medical coverage. The employee's share will be ten percent (10%).
  - b. With respect to members of the bargaining unit regularly scheduled to work twenty (20) hours per week, but less than thirty three and three quarter (33.75) hours per week, the board will pay fifty percent (50%) of the monthly premiums for single or family coverage. The employee's share will be fifty percent (50%).
  - c. With respect to members of the bargaining unit regularly scheduled to work less than twenty (20) hours per week, the board will pay ten percent (10%) of the monthly premiums for single or family coverage. The employee's share will be ninety percent (90%).
- E. Pre-Existing Condition.
- a. A pre-existing condition is an illness, injury or medical condition, including pregnancy, which exists on the effective date of coverage and for which the employee or dependent has received medical treatment or advice within the past six (6) months. No payment will be made for services related to a pre-existing condition until the employee or dependent has been treatment free for a period of nine (9) consecutive months. If the employee or dependent is not treatment free for nine (9) consecutive months of coverage, no payment will be made for the condition for a full twelve (12) months after the effective date.
  - b. The pre-existing condition clause does not apply to employees of new groups who were covered under the group's prior health insurance coverage. However, subsequent additions to the group are subject to this pre-existing condition clause.
  - c. Pre-existing condition clause does not apply to new employees with no health coverage. (New employees with available C.O.B.R.A. benefits are subject to pre-existing condition clause.)
- F. The board will provide \$25,000 life insurance coverage with accidental death and dismemberment rider for employees regularly scheduled to work six (6) or more hours per day or thirty (30) or more hours per week. Members working between four (4) and six (6) hours per day, or between twenty (20) and thirty (30) hours

per week, shall be provided with \$10,000 life insurance coverage with accidental death and dismemberment rider.

- G. Employees may elect to purchase an additional amount of life insurance through payroll deduction equal to the amount provided by the board.
- H. An employee scheduled to work six (6) or more hours per day, or thirty (30) hours or more per week, may elect to have no medical insurance coverage (hospitalization and major medical) for an entire year (September 1 – August 31) and so shall receive an annual payment of \$500 for family coverage or \$200 for single coverage during the month of June of that year. An employee scheduled to work six (6) or more hours per day, or thirty (30) hours or more per week, may elect to have no dental insurance coverage for an entire school year (September 1 – August 31) and so shall receive an annual payment of \$100 for family coverage or \$50 for single coverage during the month of June of that year. Proof of eligibility for family coverage is required. This section does not apply to anyone who receives medical/dental coverage for the Kenston Schools.
  - a. The initial election of no medical or dental insurance must be made in writing to the treasurer no later than 30 calendar days from the date of eligibility. Submit request in person to the board of education office. The request will be date stamped and a copy will be given at that time. Failure to apply in person by the deadline disqualifies the employee for this benefit. There will be no exceptions to this deadline. It is the employee's responsibility to document their application. However, an employee who elects no medical or dental insurance subsequently may elect to participate in either the insurance plans during that year, subject to the rules of the carrier, if he/she has had a change in marital status through death, divorce, dissolution of marriage, or if his/her spouse becomes unemployed and so loses insurance coverage. Upon election to participate in coverage, the employee waives eligibility for the annual payment described above.
  - b. Once an employee has elected this option and continues to be eligible it is assumed that they do not need a new request for the ensuing school year.
- I. The board will fully reimburse those employees who incur premium costs of Medicare payments. This reimbursement will be paid by the board to the employee.
- J. Effective September 1, 2013, the employee will pay an additional 1.75% of the premium for single and family coverage for managed care and dental programs for any employee and/or family member who uses tobacco products. Employees will be surveyed annually about his/her/family tobacco usage. Falsification will be grounds for termination. Effective September 1, 2014, 2015 and 2016, the employee will pay an additional 1.75% per year. In 2016, the additional employee contribution will be a total of 7% (1.75% x 4).

#### **ARTICLE 48 MILEAGE**

- A. Any employee using his/her private vehicle to perform approved school business, shall be reimbursed at the standard mileage allowance prescribed by the Internal Revenue Service (IRS) every July 1 of each contract year. Should the standard mileage allowance prescribed by the Internal Revenue Service be raised during the term of this Agreement, an adjustment to the new standard shall be implemented the following July 1.

**ARTICLE 49  
CLOTHING ALLOWANCE**

- A. At a cost not to exceed \$75, employees in the food service department will be provided two (2) uniforms (shirts and/or pants or shoes) by the board of education. Unless otherwise authorized by the supervisor, uniforms will be worn by such employees during the performance of job assignments. If an employee resigns within the school year, a pro-rated deduction will be made for the uniform. Upon supervisor's review, board approved shoes and or pants may be approved for purchase or reimbursement. The maximum reimbursement is the difference between \$75 and the board cost of the uniform. This option will be available for food service personnel who have been with the department for three (3) years or more. This language is not construed to mean that food service personnel can only wear board approved shoes. The supervisor will make every effort to have the uniforms available at the beginning of the school year. Unless otherwise authorized by the supervisor, uniforms will be worn by such employees during the performance of job assignment.
- B. Annually, employees in the custodial, grounds and maintenance classifications will be provided three (3) uniforms (shirts) by the board of education. Upon supervisor's review, other optional clothing or uniform accessories may be approved for reimbursement or purchase not to exceed \$100 in any one school year. This option, in lieu of three (3) shirts being provided, will be available for custodial and maintenance personnel who have been with the department for five (5) years or more. Optional clothing or uniform accessories are uniform coat or jacket, coveralls, outerwear and board approved shoes or boots for work. This language is not construed to mean that custodial/maintenance personnel can only wear board approved shoes or boots. The supervisor will make every effort to have the uniforms available at the beginning of the school year. Unless otherwise authorized by the supervisor, uniforms will be worn by such employees during the performance of job assignment.
- C. If the board furnishes work clothing to any employee, the board's obligation to pay clothing allowance to such employee shall be terminated for so long as the board continues to furnish such work clothing.
- D. An employee who has difficulty being properly fitted with board supplied uniform pants may purchase his/her own pants and be reimbursed for an amount equal to the purchase price, not to exceed the cost of the board supplied pants. To qualify for reimbursement, the following conditions shall be met:
  - a. Prior notification of supervisor for review and purchase price limit;
  - b. Obtain a tax exempt certificate from the supervisor
  - c. Color shall be consistent with board supplied pants;
  - d. Presentation of a receipt to the supervisor or designee for processing of a requisition to the treasurer.
- E. This provision shall not exceed twenty percent (20%) of the custodial/maintenance/watchman staff who qualify for board supplied uniforms.

**ARTICLE 50  
CALAMITY DAY**

- A. All employees shall be paid the appropriate rate of pay for all days or part of a day when schools are closed owing to an epidemic or other public calamity.
- B. An employee who performs work for the board on days on which all school(s) (are) declared closed for a public calamity shall be paid time and one-half for all

- hours of work required to be performed by the supervisor on the calamity day, plus the regular hourly rate for the balance of the calamity day.
- C. Calamity days shall be counted as days worked for the purpose of determining the rate of overtime work payment.
  - D. In the event of a building closing that is not a district calamity day, all employees are not required to report to work unless they are notified by his/her immediate supervisor. Work in these situations shall be a regular workday and do not qualify for calamity day pay under subsections (A) or (B).

**ARTICLE 51  
SEVERANCE PAY**

- A. A member of the bargaining unit may elect, at the time of retirement from active service with the board, to receive severance pay based on the schedule listed below of the value of the employee's accrued but unused sick leave at the time of retirement. This payment shall be based upon the employee's per diem rate at the time of retirement. An employee may receive only one payment under this article, and the aggregate value of the payment shall in no event exceed the schedule listed below. As used in this article, "retirement" means disability or service retirement under the Public School Employee Retirement System as set forth in Chapter 3309, Ohio Revised Code, or death, in which case payment shall be made to the employee's spouse or if there is no spouse, to the employee's estate.

A signed "hard copy" retirement letter received in the board of education office by:

60 calendar day notice	32% of 235 day maximum
40 calendar day notice	29% of 235 day maximum
30 calendar day notice	27% of 235 day maximum
Less than 30 calendar days of effective day of retirement	25% day maximum

**ARTICLE 52  
BREAKS**

- A. All members of the bargaining unit, except bus drivers, whose regularly assigned work day is eight (8) hours, will receive a fifteen (15) minute break during the first half and a fifteen (15) minute break during the second half of the shift. Bus drivers are entitled to breaks as established by the Ohio Administrative Code. Employees who work six (6) hours or more will have a one-half (1/2) hour lunch period assigned. All members of the bargaining unit except bus drivers, whose regularly assigned work day is 5.0 to 7.75 hours, will receive one fifteen (15) minute break during the work day. Breaks shall not be used to extend meal periods except with prior approval of the employee's immediate supervisor/principal. Breaks shall not be used to shorten the overall length of the assigned work day.

**ARTICLE 53**  
**PROCUREMENT OF SUBSTITUTES**

- A. Employees who request substitution, additional or overtime duties must be capable of performing the requirements of the position/duty. Employees with work restrictions may not be eligible to bid on and perform additional or substitution duties.
- B. The following procedures shall apply to the procurement of substitute employees in each of the following four (4) occupational groups:
  - a. Head cooks and cafeteria helpers
  - b. Head custodians and regular custodians
  - c. Regular run and kindergarten run bus drivers
  - d. Proctors (Proctors shall follow Article 26, Section D.
    - i. Each building and the bus garage shall maintain a list of employees in each group who are interested in higher-rated work or additional hours when such work is available. Each list of volunteers will be compiled according to seniority.
    - ii. If, within a particular group (at a particular building or the bus garage, as the case may be) work carrying a higher-rate of pay or additional hours becomes available as a result of an employee's absence from his/her regularly assigned work schedule for any reason, no substitute employee will be called in until the work is first offered to the most senior employee on the applicable list. If the most senior employee is not available, the work will be offered to the next most senior employee on the list and so on until all names on the list are exhausted. *Not available* includes an employee who holds a contract in another classification, and who is scheduled to work in that other classification during all or part of that time. Under extenuating circumstances, the superintendent may approve an exemption.
    - iii. If the available work is filled by an employee on the applicable list under Paragraph ii. Above, the procedures of this article shall not apply with respect to any decision to fill the vacancy created by the employees' acceptance of the higher-rated work or additional hours.
    - iv. The board may offer overtime and/or additional hours to non-custodial bargaining unit members to perform short hour custodial work such as set-ups and take-downs. Such work shall not conflict with the employee's regularly contracted assigned duties. The non-custodian substitute shall be paid at the substitute custodian rate. The two (2) hour minimum requirement does not apply to this short hour substitute work.
    - v. This article shall not operate to create overtime liability of the board that would not otherwise have occurred.

**ARTICLE 54**  
**BOARD PICKUP OF EMPLOYEES' PSERS CONTRIBUTIONS**

- A. The total annual wages of each member of the bargaining unit, as shown in the Wage Appendix, shall be payable by the board in two parts:
- a. Deferred wages, and
  - b. Cash wages

An employee's deferred wages shall be equal to that percentage of said employee's total annual wages which is required from time to time by the Public School Employees Retirement System ("PSERS"), pursuant to Chapter 3309 of the Ohio Revised Code, to be paid as an employee contribution by said employee and shall be paid by the board to PSERS on behalf of said employee as a "pickup" of the PSERS employee contribution otherwise payable by said employee. An employee's cash wages shall be equal to said employee's contribution otherwise payable by said employee. An employee's cash wages shall be equal to said employee's total annual wages less the amount of the "pickup" for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The board's total combined expenditures for total annual wages of all members of the bargaining unit (including "pickup" amounts) and its employer contributions to PSERS shall not be greater than the amounts it would have been paid for those items had this section of the agreement not been in effect.

- B. The board shall compute and remit its employer contributions to PSERS based upon an employee's total annual wages, including the "pickup." The board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual wages less the amount of the "pickup." The board shall report for municipal income tax purposes as an employee's gross income said employee's total annual wages, including the amount of the "pickup." The board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- C. The "pickup" shall be included in the member's total annual wages for the purpose of computing daily rate of pay, for determining paid wage adjustments to be made due to absence, or for any other similar purpose.

**ARTICLE 55**  
**SAFETY COMMITTEE**

- A. The parties agree to establish a committee consisting of two (2) association designated and two (2) board designated employees which will convene on an as needed basis for the purpose of discussing and evaluating safety issues that may arise from time to time.

**ARTICLE 56**  
**EQUAL EMPLOYMENT OPPORTUNITY**

- A. Consistent with and to the extent required by federal and Ohio law, the board and association agree not to discriminate against any member of the bargaining unit on the basis of union membership, union activities, race, color, religion, national origin, sex, handicap or age.

**ARTICLE 57  
WORKSHOPS AND SEMINARS**

- A. The board agrees to reimburse a member of the bargaining unit for the reasonable cost, if any, of attendance at any special workshop or seminar where the employee's attendance is recommended by the immediate supervisor and approved by the board. Employees shall only be compensated for their regular daily contracted hours when attending a professional development activity or program. To assist in the preparation of qualified personnel for specialized positions, interested parties, when practical, may be offered training.

**ARTICLE 58  
MISCELLANEOUS**

- A. The male pronoun where used herein refers to the female also, unless otherwise indicated. The term "employee(s)" where used herein refers to all member(s) of the bargaining unit, unless otherwise indicated.

**ARTICLE 59  
CONTRACT DISTRIBUTION**

- A. The board will be responsible for placing this agreement on the Kenston district intranet. Distribution of copies to individual members of the bargaining unit will be the association's responsibility. All new employees will be directed to the Kenston intranet to access a copy of the negotiated contract when hired.

**ARTICLE 60  
LABOR MANAGEMENT FORUM**

- A. The administration and representatives of OAPSE will agree to form a labor management forum.

**ARTICLE 61  
OCCUPATIONAL SAFETY AND HEALTH**

- A. The board shall adopt and implement policies and procedures required by O.R.C. Chapter 4167, by the Division of Occupational Safety & Health, by the Public Employment Risk Reduction Advisory Commission, and/or any rules or regulations adopted thereunder.
- B. Report Internally First:
  - a. The parties desire to deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the union or a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations (unless it is a condition which the bargaining unit member or union, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to him/her or other

members of the bargaining unit, in which case the procedures in Section B need not be followed) until the following has been exhausted.

- i. A bargaining unit member or union representative must first bring an alleged health or safety violation to the attention of the affected bargaining unit member(s)' immediate supervisor within two (2) workdays of the occurrence of the alleged violation.
- ii. If the immediate supervisor does not resolve the alleged violation to the complaining party's satisfaction, the bargaining unit member or union representative must file a formal complaint with the assistant superintendent within two (2) workdays after the conference with the immediate supervisor. The union president and the superintendent will prescribe a form (Form 7430 F4, Administrative Forms book) for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The assistant superintendent will respond to the complaint within two (2) workdays.
- iii. If the assistant superintendent does not resolve the alleged violation to the satisfaction of the complaining party, the bargaining unit member or the union may appeal the complaint to the superintendent by filing a written appeal with the superintendent within two (2) workdays of the response of the assistant superintendent. If the assistant superintendent fails to respond by the deadline, then the bargaining unit member or union must file their appeal within two (2) workdays of the deadline. The superintendent or the superintendent's designee shall meet with the complaining party in an attempt to resolve the alleged violation. Within five (5) workdays after the conference, the superintendent shall provide a written response to the alleged violation.

C. Board's Right to Reassign

- a. Before exercising his/her right to refuse work under O.R.C. Section 4167.06 because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to him/her, the bargaining unit member must immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned at no loss in pay or reduction in hours while the condition is being investigated and/or remedied.

D. Claims of Discrimination to be Grieved

- a. A bargaining unit member who wishes to assert a claim of discrimination as defined in O.R.C. Chapter 4167 shall use the grievance procedure of this agreement to assert such claim. The grievance procedure of this agreement shall be the exclusive means for a bargaining unit member to assert such claim, to the exclusion of any other challenge, provided that the bargaining unit member retains the right to appeal an adverse arbitration award through the Ohio courts in accordance with the statutory procedure for such appeals.

E. In the interest of providing a safe work environment, particularly at points of entry and upon first contact, the board will implement provisions to insure the safety of staff. The board shall establish procedures with the local police department and the private security firm to test the present security system. Each building office shall have walkie talkies. A silent alarm system shall be in all offices that have contact with the public. The silent alarm system and use of walkie talkies shall be explained to staff during in-service training. During summer recess, the night watchman shall begin his shift at 3:00 p.m. at Kenston High School.

**ARTICLE 62  
DRUG FREE SCHOOLS**

- A. No employee shall unlawfully possess, use or distribute illicit drugs or alcohol on school premises or at any place where school activities are held. Disciplinary sanctions will be imposed upon employees who violate this provision. Sanctions may include referral to, and completion of, an appropriate rehabilitation program, employment termination in accordance with this contract, and referral for prosecution.
- B. Through this agreement, the board provides members of the bargaining unit with the mandatory standard of conduct described above and a description of the range of sanctions that may be imposed for a particular violation. Information about drug and alcohol counseling and rehabilitation and re-entry programs is available to employees of the Kenston Schools through the superintendent's office.

**ARTICLE 63  
DRUG AND ALCOHOL TESTING**

- A. Both the union and board recognize illegal drug usage and impairment due to alcohol are threats to the safety of our employees, students and the public. The goal of the drug and alcohol testing program is prevention of abuse, the dangers arising therefrom, and where possible, rehabilitation.
- B. Effective January 1, 1996, employees required to hold a commercial drivers license (CDL) will be required to submit to a drug test and an alcohol test where the employee is involved in an accident, has caused a serious injury to the public, the employee or fellow employees, or where the employee's supervisor or another administrator has a reasonable suspicion based on specific, contemporaneous and articulable observation of the employee, that the employee may be under the influence of alcohol or drugs. "Under the influence" means that the employee has alcohol or mood altering drugs in his/her system and is affected by such alcohol or drug in any detectable manner, including , but not limited to, impaired performance of job duties and responsibilities. Further, in accordance with Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations (the "Act"), employees or applicants holding CDL's may be subject to pre-employment, return to duty and random drug and alcohol testing in accordance with the Act and its regulations.
- C. The board's contractor will preserve any specimen collected for at least three (3) months in order that the employee may, at board expense, have the sample sent to another laboratory agreed to by the board and the union for further analysis. Should a second test produce a result different from the first, a third test will be conducted by a third laboratory agreed to by the board and the union, on the same sample, using a methodology selected by the third laboratory.
- D. Prior to testing, an employee may reveal any prescription drug and shall supply a physician statement in connection with that prescription drug within seventy-two (72) hours. The employee will receive due consideration in the determination of potential work violation(s) if the drug is properly prescribed and administered.
- E. An employee who is required to take a test for suspected drug or alcohol abuse or following an accident or injury, will be permitted to have a union representative present during testing, provided, however that the testing will not be unreasonably delayed (more than one (1) hour) to allow the attendance of the union representative.

- F. The laboratory selected to conduct the analysis, including the board's primary contractor and any lab used for confirming tests at the request of the employee, union or board under the Act or this provision, must be experienced and capable in the areas of quality control, documentation, chain of custody, technical expertise, and have a demonstrated proficiency in testing. All tests will be conducted using chain-of-custody procedures whereby all specimen samples are sealed, labeled and checked against the identity of the person being tested. Samples shall be stored in a secured and refrigerated atmosphere until tested.
  - a. The alcohol test will be conducted by analyzing a blood sample taken of the employee
  - b. The drug test will consist of two phases:
    - i. The enzyme multiplied immunoassay technique (EMIT) shall be used to screen the urine sample.
    - ii. Any positive result will be confirmed using the gas chromatography/mass spectrometry (GC/MS) test.
  - c. The threshold limits used by the United States Department of Human Services shall be employed in drug testing to determine the quantity of drugs in the specimen necessary to have a positive result.
- G. All testing will be paid for by the board. All employee testing scheduled during work hours shall be paid at the employee's regular rate of pay. The employee who is the subject of the testing will be paid for all required hours of attendance for testing activity.
- H. Employees who voluntarily reveal drug and/or alcohol problems, but who have not been involved in other violations of the board's rules and regulations (other than prohibitions regarding drug and alcohol use), will not be suspended or discharged for revealing their drug and alcohol use, will be referred to the board's employee assistance program, and in appropriate circumstances, will be transferred to a non-safety sensitive position if one is vacant at the rate of pay for such position. If there is no such vacant position, the employee shall use available paid time off or be placed on an unpaid leave of absence. The employee will be permitted to return to a safety sensitive position only upon approval of his/her attending physician and the board's physician, and thereafter shall be subject to regular and random drug testing for the duration of their employment with the board.
- I. All information regarding drug or alcohol testing results will be kept confidential. Only board personnel who need to know the information will be informed of the results. Medical records of classified employees related to a drug or alcohol problem will be preserved with the same degree of confidence as all other medical records.
- J. Employees who are subject to discipline, including termination, as a result of drug or alcohol use are entitled to contest the discipline through the grievance procedure of the contract. No employee may be reinstated to a safety sensitive position where such reinstatement would not be authorized by the Act.

**ARTICLE 64**  
**CRIMINAL BACKGROUND CHECKS**

- A. As required by state law, employees must have criminal background checks. The board will require background checks on all new employees. A new employee's employment is contingent upon receipt of a background investigative report satisfactory to the board and/or state of Ohio. The applicant shall pay the full cost of the background check.
- B. Upon ratification by the union and the adoption of this agreement by the board, all current employees will pay \$45 for their background checks if their background check is performed by the Kenston Local Schools Board of Education.

**ARTICLE 65**  
**COMPENSATORY TIME**

- A. Employees contracted to work for five and a quarter (5.25) hours or more per day, or twenty six and a quarter (26.25) hours per week, may elect to take compensatory time in lieu of paid overtime/additional time. Compensatory time shall be accrued at the same rate as paid overtime/additional time. Employees may accrue up to forty (40) hours of compensatory time before use is required. The maximum amount of compensatory time which may be accrued in any school year is limited to one hundred eighty (180) hours. All compensatory time must be taken in the school year in which it is earned. The minimum amount of time that may be taken is two (2) hours. Any compensatory time not taken by the end of the school year in which it is earned shall be paid at the applicable rate.
- B. Compensatory time requests may be denied or cancelled by the superintendent with twenty-four (24) hours notice if no substitutes are available at that point to perform the work customarily performed by the employee granted the compensatory time.
- C. Employees cannot utilize more than five consecutive days of compensatory time at any one time or in combination with personal days. Under extenuating circumstances the superintendent or designee may approve the use of vacation days in conjunction with compensatory time permitted in this paragraph.
- D. Hours worked on a calamity day will be accrued at one-half (1/2) the regular hourly rate, which is in addition to calamity day pay.
- E. All compensatory time or overtime must receive prior approval from the appropriate administrator/supervisor or designee. In an emergency, the board may require overtime payment in lieu of compensatory time.
- F. Employees eligible for compensatory time shall note their election of compensatory time on their weekly time sheets. Failure to do so will result in payment for their time.

**ARTICLE 66**  
**FIELD TRIP/ATHLETIC TRIP GUIDELINE REVIEW COMMITTEE**

- A. The parties agree to establish a committee consisting of two (2) association-designated and two (2) board-designated employees who will convene annually for the purpose of discussing and evaluating field trip/athletic trip department guidelines that may arise from time to time. (Administrative Guideline #8600)

**ARTICLE 67**  
**403(b) PLAN**

- A. The 403(b) Plan and Elective Deferral of Severance Pay
- a. Notwithstanding anything in this agreement or board policy to the contrary, in accordance with the terms of the section and any related provisions of a plan document adopted by the board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have their severance pay (as defined below) mandatorily paid into an annuity contract or custodial account that is designed to meet the tax qualification requirement of IRS Section 403(b) (a "TSA"). Such payment shall be in lieu of the payment being made directly to the retired employee; and such payment shall eliminate all sick leave credit of the retired employee. For purposes of the section, this arrangement is referred to as the 403(b) Plan.
  - b. For purposes of the 403(b) Plan, the term "severance pay" shall include any severance pay that a member is entitled to on account of retirement, pursuant to Article 50 of this agreement.
  - c. Participation in the 403(b) Plan shall be mandatory for any employee who:
    - i. Is employed on or after the effective date of this agreement
    - ii. Is entitled to severance pay, and
    - iii. Is, or will be, age 55 or older in the calendar year in which he/she retires, or if applicable resigns.
  - d. If a retiring employee is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount that otherwise would be payable to the participant as severance pay.
  - e. The required contribution to the 403(b) Plan shall be made within the timeframe provided for payment of severance pay in Article 50.
  - f. In the calendar year of retirement, or in any other calendar year, the total amount of severance pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSA's that are intended to be tax qualified under IRC Section 403(b). If the amount payable to the 403(b) Plan in any calendar year would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the excess amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year. This process shall be repeated for up to five calendar years following the year of retirement, in each such year not to exceed the maximum amount permitted under the applicable federal income tax law for that year; and if there are still any remaining excess amounts in the fifth calendar year after retirement, the remaining excess shall be paid in cash to the retired member.
  - g. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract AIG VALIC has made available for use with its "special pay plan." However, the board will maintain the terms of the 403(b) Plan and will not be using the AIG VALIC plan documents. 403(b) Plan participants shall be required to complete AIG VALIC enrollment forms; and unless and until a member does so, no contribution of severance pay shall be made to under the 403(b) Plan on behalf of the member. A successor company(ies) to AIG VALIC may be selected at any time by mutual agreement of the board and the union.
  - h. If any employee is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the

contribution shall be paid to the 403(b) Plan provider and shall be paid to a beneficiary of the employee in accordance with the terms of the 403(b) Plan provider's contract.

- i. An employee who is entitled to severance pay under Article 50 of this agreement, and who is not an eligible participant in the 403(b) Plan, will continue to be eligible for any and all severance payments in accordance with Article 50. Any such employee may elect to defer such payments to a TSA as permitted by law and board policy.
- j. After adoption of the 403(b) Plan, any administrative fees shall be born by the 403(b) Plan participants.
- k. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to employees shall be subject to reduction for any tax withholding or other withholding that the treasurer, in his or her sole discretion, determines is required by law. Neither the board, nor OAPSE, guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to an employee.

## **ARTICLE 68**

### **SECTION 125 PLAN**

#### **B. Section 125 Plan ("Cafeteria Plan")**

- a. By September 1, 2007, the board shall establish a "cafeteria plan" that is designed to:
  - i. Allow employees who must make employee contributions for health care coverage to elect to do on a pre-tax basis
  - ii. Allow employees to elect to receive additional cash in lieu of board paid health care coverage (as agreed to by the board and the union, and
  - iii. Allow employees to elect to participate in the dependent care and medical care flexible spending accounts ("FSA's") described in Section C. below.
  - iv. In accordance with the foregoing, the payment in lieu of insurance coverage section (Section 33H) provisions of this agreement shall be made through the cafeteria plan.
- b. The cafeteria plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 124 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the cafeteria plan. The election to participate may not be revoked during the current plan year unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his or her election under the plan (e.g. divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage or other enrollment rights consistent with federal law). Details of the cafeteria plan will be provided on an annual basis at the time enrollment and will also be available through the board treasurer's office and or the TPA.
- c. Under the cafeteria plan, each employee will be allowed to make a pre-tax salary reduction election up to the maximum amount allowable under IRC Section 129 (currently \$5,000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described

in IRC Section 129. In addition, each employee will be allowed to make a separate pre-tax salary reduction election up to a maximum amount of \$3,600 per year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the board or of another employer. To comply with the requirement of IRC Section 125, amounts remaining in the FSAs at the end of a 2 ½ month grace period following the end of each plan year will be forfeited.

- d. The board shall be the administrator of the cafeteria plan, but may delegate administration to the treasurer's office and/or a third party administrator, the costs of which shall be charged to employee accounts under the FSAs. The board shall be permitted to administer, interpret and operate the plan as the board shall deem necessary for compliance with IRC Section 125 and applicable regulations (including proposed regulations) and rulings thereunder. To the extent required for compliance with IRC Section 125, the board may also provide for restrictions on the timing of the benefit elections of employees and dependents under the health care plans of the board. The board does not guarantee the tax consequences of the cafeteria plan or that reimbursements from the FSAs will be tax free; and the treasurer's office will report taxable income and prepare and file W-2s and other tax forms with governmental agencies as it believes it is required to do so by law.

#### **ARTICLE 69 HEALTHCARE COMMITTEE**

- A. Healthcare Committee
  - a. Establishment of Committee
    - i. A healthcare committee from all stakeholders shall be established. An equal number of representatives from all stakeholders will be invited to participate.
  - b. Purpose of the Healthcare Committee
    - i. Investigate options that maximize employee benefits and promote fiscal responsibility
    - ii. Educate members on healthcare benefits and associate costs, potential methods of cost control and health living choices.
  - c. Charge of the Healthcare Committee
    - i. The committee will review proposals that are secured from providers, interview carriers and analyze data.
    - ii. The committee shall develop a report with their findings.

#### **ARTICLE 70 CELL PHONES**

- A. School district cell phones shall not be used for personal calls.

#### **ARTICLE 71 VIDEO CAMERAS**

- A. With the installation of cameras, it is not the intent of the system to monitor employees live or on a daily basis.

**ARTICLE 72  
DURATION**

Except as otherwise stated, this agreement shall take effect upon ratification by the board of education and shall remain in full force and effect through and including June 30, 2015.

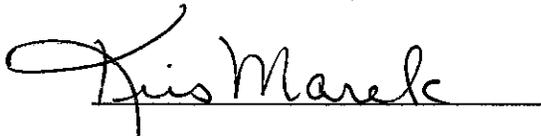
In July, 2014, the union and administration will meet to discuss reopening wages in Food Service.

Now, therefore, this AGREEMENT between the parties is executed.

This 19<sup>th</sup> day of August, 2013 by the representatives whose signatures appear below:

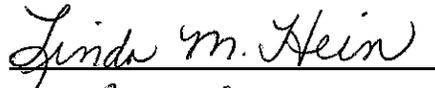
Ohio Association of Public School  
Employees, Chapter 501

Kenston Local School District  
Board of Education

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

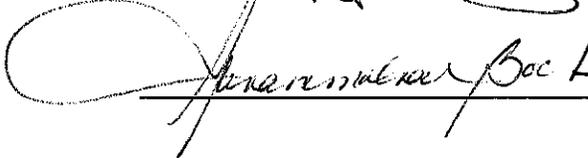
  
\_\_\_\_\_

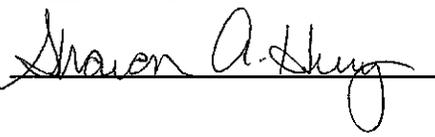
  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

OAPSE  
2013 - 2016

Wage Appendix 2015-2016

Revised - ARTICLE 72  
DURATION

This agreement shall take effect upon ratification by the board of education and shall remain in full force and effect through and including June 30, 2016.

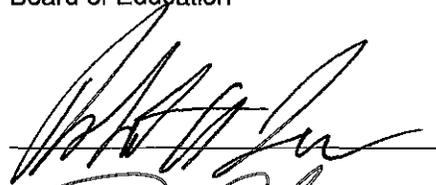
Now, therefore, this AGREEMENT between the parties is executed.

This 21<sup>st</sup> day of October, 2013 by the representatives whose signatures appear below:

Ohio Association of Public School  
Employees, Chapter 501

Kenston Local School District  
Board of Education

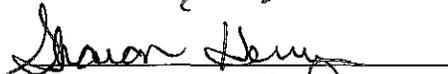


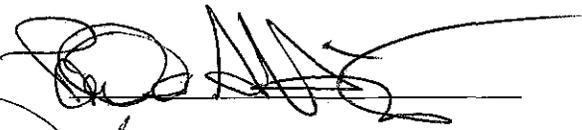




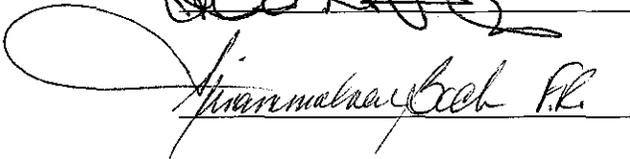


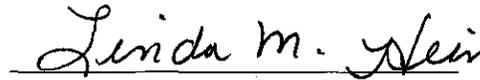












**MEMORANDUM OF UNDERSTANDING A**

The following individuals were employed prior to February 28, 1982:

Robert Garling

Frank Novotny

Wanda Richardson

For these individuals, the board will provide 90% paid family traditional or managed care coverage for all six hour or more employees. The board will pay 100% of individual coverage. All employees with a minimum of five (5) years' service with the Board shall receive payment of hospitalization benefits equal to the next higher payment bracket than what the employee actually works:

2 hours to 3 hours 59 minutes                      33 1/3% Board payment

5 years of service                                      66 2/3% Board payment

4 hours to 5 hours 59 minutes                      66 2/3% Board payment

5 years of service                                      100% Board payment – single  
98% Board payment – family

It is not the intent of this memorandum to change the contractual language or practice regarding the pre-February 28, 1982 employees.

Ratified by:

**OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES, LOCAL #501**

Date: December 15, 2003

**KENSTON BOARD OF EDUCATION**

Date: December 15, 2003

\_\_\_\_\_  
President, OAPSE Local 501

\_\_\_\_\_  
President, Kenston Board of Education



# KENSTON S C H O O L S

## FMLA FORM 1

### HEALTH CARE PROVIDERS' CERTIFICATION FOR EMPLOYEE'S SERIOUS HEALTH CONDITION

**To Health Care Provider:** \_\_\_\_\_ (Employee) has applied for family or medical leave from the Kenston Local School District. Employee is employed as a (name of position). A copy of the job description, which includes the essential job functions, is attached. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that I have physically examined Employee and have determined that she/he has a serious health condition.

This serious health condition began on \_\_\_\_\_ and will continue until \_\_\_\_\_ (Date). (Indicate whether actual or estimated\_).

Please provide appropriate medical facts: (Attach separate sheet if necessary.)

I also certify that the employee is unable to perform the essential job functions of her/his position.

The employee will continue to be under my care for treatment, and I will give Kenston Local School District a monthly update in writing on the employee's condition.

Health Care Provider (Please print or type)

\_\_\_\_\_

Signature

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Date



# KENSTON

S C H O O L S

## FMLA FORM 2

### HEALTH CARE PROVIDER'S CERTIFICATION FOR SERIOUS HEALTH CONDITION OF EMPLOYEE'S SPOUSE, CHILD OR PARENT

**To Health Care Provider:** \_\_\_\_\_ (Employee) has applied for family or medical leave from the Kenston Local School District. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that Employee is needed to care for her/his child/spouse/parent because such relative has a serious health condition.

This serious health condition began on \_\_\_\_\_ and will continue until (Date). (Indicate whether actual \_\_\_ or estimate \_\_\_).

Please provide appropriate medical facts and indicate why employee is needed to care for the relative:

(Attach separate sheet if necessary).

The employee will have to care for her/his relative until \_\_\_\_\_ (Date)

(Indicate whether actual \_\_\_ or estimate \_\_\_)

Health Care Provider (Please print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date



# KENSTON S C H O O L S

## FMLA FORM 3

### HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE REQUEST FOR INTERMITTENT LEAVE OR REDUCED-WORK SCHEDULE

**To Health Care Provider:** \_\_\_\_\_ (Employee) has applied for family or medical leave from the Kenston Local School District. Please complete the information below so that the employee's eligibility can be determined.

\_\_\_\_ Employee has requested intermittent leave or a reduced-work schedule for planned medical treatment. Indicate below the dates on which treatment is expected to be given and the duration of the treatment.

\_\_\_\_ Employee has requested intermittent leave or a reduced-work schedule for her/his own serious health condition. Indicate below the medical necessity and expected duration of such leave.

\_\_\_\_ Employee has requested intermittent leave or a reduced-work schedule to care for a child/spouse/parent. Indicate below why leave is necessary for the care of the relative and how it will assist in their recovery and the expected duration and schedule of such leave.

Please provide appropriate medical facts: (Attach separate sheet if necessary)

Health Care Provider (Please print or type)

\_\_\_\_\_

Signature

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Date



# KENSTON

S C H O O L S

**FMLA FORM 4**

**HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK**

I hereby certify that I have physically examined \_\_\_\_\_

(Employee) and have determined that she/he is able to resume all the essential job functions of her/his position and so is eligible to return to work in the Kenston Local School District.

The following limits exist or accommodations are necessary to resume her/his essential job functions:

\_\_\_\_\_

Health Care Provider (Please print or type)

\_\_\_\_\_

Signature

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Date



OAPSE LOCAL \_\_\_\_\_  
STEP \_\_\_\_\_

# OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE \_\_\_\_\_ DEPARTMENT \_\_\_\_\_  
CLASSIFICATION \_\_\_\_\_  
WORK LOCATION \_\_\_\_\_ IMMEDIATE SUPERVISOR \_\_\_\_\_  
TITLE \_\_\_\_\_

## STATEMENT OF GRIEVANCE:

List applicable violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adjustment required: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I authorize the **OAPSE** Local \_\_\_\_\_ as my representative to act for me in the disposition of this grievance

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

Signature of Union Representative \_\_\_\_\_ Title \_\_\_\_\_

Date Presented to Management Representative \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE OAPSE REPRESENTATIVE HANDLING THE CASE.**

ORIGINAL TO \_\_\_\_\_

COPY \_\_\_\_\_

COPY: LOCAL UNION GRIEVANCE FILE

**NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.**

The Ohio Association of Public School Employees



### TOBACCO USE CERTIFICATION

Employees (and any covered dependents) enrolled in Medical Mutual of Ohio benefits plans (including all affiliated companies; collectively "Medical Mutual") will incur a monthly Tobacco User Premium. For the purposes of this certification, tobacco use includes, but is not limited to, the use of cigarettes, cigars, pipes, oral tobacco products, or other products containing tobacco.

Please review the following and check the appropriate box:

NON-TOBACCO USER

I certify that I (and any covered dependent) am not a tobacco products user, have not used tobacco products within the last 90 days, or will not have used tobacco for at least 90 days prior to my hire date.

TOBACCO USER

I declare that, I and/or one or more dependents covered under my health insurance coverage through Medical Mutual currently uses tobacco products in some form. By **checking this box** I acknowledge that I will be subject to the Tobacco User Premium.

DECLINE TO DISCLOSE TOBACCO USE

I choose not to disclose my or my dependents' status as it relates to tobacco use. I understand and agree that by not making an election I am voluntarily choosing to pay the Tobacco User Premium.

I do hereby attest the above information is true and correct, and complete to the best of my knowledge. I understand that I am required to report any tobacco use, subject to the tobacco user premium, by me (or any covered dependents) within 30 days of use, if not previously reported above. In addition, I acknowledge and understand that providing false, inaccurate or incomplete information may result in disciplinary action including termination from employment.

*The language used in this document does not create an employment contract of any kind between the employee and Kenston Schools.*

*Your signed and completed form must be **received by** Kenston Schools, 17419 Snyder Road, Chagrin Falls, Ohio 44023, Attention Payroll Department, by the third (3<sup>rd</sup>) teacher workday at the beginning of the school year.*

If a completed Non-Tobacco User Certification form is not received by the due date, you will incur the monthly Tobacco User Premium.

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME \_\_\_\_\_

Oapse Rates

2013-14	Head Custodian	Custodian Administrative	Third Shift Custodians	Lead Maintenance Mechanic	Transportation Maintenance Mechanics Grounds	Educational Aide Van Driver Health Aide	Transportation Aide	Twelve Month Administrative Assistant II	Proctor	Head Cook	Cafeteria Helper
1.015											
0	15.39	14.45	14.57	18.00	16.67	13.67	12.58	14.91	11.89	12.74	11.00
1	17.77	16.62	16.73	20.53	19.22	15.63	14.48	17.18	13.64	14.14	12.54
2	18.11	16.79	16.93	20.86	19.53	15.87	14.81	17.48	13.91	14.41	12.63
3	18.44	17.16	17.30	21.59	20.30	16.38	15.04	17.81	14.15	14.66	12.74
4	18.80	17.43	17.54	21.96	20.65	16.65	15.38	18.08	14.36	14.90	13.10
5	19.14	17.65	17.77	22.36	21.04	16.88	15.63	18.39	14.66	15.10	13.23
6	19.48	17.94	18.05	22.71	21.39	17.11	15.91	18.71	14.89	15.43	13.40
7	19.48	17.94	18.05	22.71	21.39	17.11	15.91	18.71	14.89	15.43	13.40
8	19.48	17.94	18.05	22.71	21.39	17.11	15.91	18.71	14.89	15.43	13.40
9	19.48	17.94	18.05	22.71	21.39	17.11	15.91	18.71	14.89	15.43	13.40
10	20.20	18.67	18.78	23.48	22.15	17.81	16.61	19.46	15.56	16.43	13.93
11	20.20	18.67	18.78	23.48	22.15	17.81	16.61	19.46	15.56	16.43	13.93
12	20.20	18.67	18.78	23.48	22.15	17.81	16.61	19.46	15.56	16.43	13.93
13	20.30	18.77	18.88	23.58	22.25	17.91	16.71	19.56	15.66	16.53	14.03
14	20.30	18.77	18.88	23.58	22.25	17.91	16.71	19.56	15.66	16.53	14.03
15	20.49	18.86	18.97	23.70	22.38	18.01	16.78	19.68	15.76	16.68	14.13
16	20.49	18.86	18.97	23.70	22.38	18.01	16.78	19.68	15.76	16.68	14.13
17	20.49	18.86	18.97	23.70	22.38	18.01	16.78	19.68	15.76	16.68	14.13
18	20.59	18.96	19.07	23.80	22.48	18.11	16.88	19.78	15.86	16.78	14.23
19	20.59	18.96	19.07	23.80	22.48	18.11	16.88	19.78	15.86	16.78	14.23
20	20.69	19.13	19.24	23.95	22.62	18.30	17.08	19.91	16.01	16.92	14.40
21	20.69	19.13	19.24	23.95	22.62	18.30	17.08	19.91	16.01	16.92	14.40
22	20.69	19.13	19.24	23.95	22.62	18.30	17.08	19.91	16.01	16.92	14.40
23	20.79	19.23	19.34	24.05	22.72	18.40	17.18	20.01	16.11	17.02	14.50
24	20.79	19.23	19.34	24.05	22.72	18.40	17.18	20.01	16.11	17.02	14.50
25	20.94	19.32	19.44	24.17	22.84	18.45	17.22	20.12	16.20	17.16	14.61
26	20.94	19.32	19.44	24.17	22.84	18.45	17.22	20.12	16.20	17.16	14.61
27	20.94	19.32	19.44	24.17	22.84	18.45	17.22	20.12	16.20	17.16	14.61
28	20.94	19.32	19.44	24.17	22.84	18.45	17.22	20.12	16.20	17.16	14.61
29	20.94	19.32	19.44	24.17	22.84	18.45	17.22	20.12	16.20	17.16	14.61
30	21.14	19.56	19.68	24.39	23.06	18.71	17.50	20.37	16.41	17.37	14.89

Water Operator Supplemental

2,709.65

Oapse Rates

2014-15	Head Custodian Administrative Assistant I to Principal/Supv	Custodian Administrative Assistant II Lib/Computer Specialists	Third Shift Custodians	Lead Maintenance Mechanic	Transportation Maintenance Mechanics Grounds	Educational Aide Van Driver Health Aide	Transportation Aide	Twelve Month Administrative Assistant II	Proctor	Head Cook	Cafeteria Helper
1.01											
0	15.54	14.59	14.72	18.18	16.84	13.81	12.71	15.06	12.01	12.87	11.11
1	17.95	16.79	16.90	20.74	19.41	15.79	14.62	17.35	13.78	14.28	12.67
2	18.29	16.96	17.10	21.07	19.73	16.03	14.96	17.65	14.05	14.55	12.76
3	18.62	17.33	17.47	21.81	20.50	16.54	15.19	17.99	14.29	14.81	12.87
4	18.99	17.60	17.72	22.18	20.86	16.82	15.53	18.26	14.50	15.05	13.23
5	19.33	17.83	17.95	22.58	21.25	17.05	15.79	18.57	14.81	15.25	13.36
6	19.67	18.12	18.23	22.94	21.60	17.28	16.07	18.90	15.04	15.58	13.53
7	19.67	18.12	18.23	22.94	21.60	17.28	16.07	18.90	15.04	15.58	13.53
8	19.67	18.12	18.23	22.94	21.60	17.28	16.07	18.90	15.04	15.58	13.53
9	19.67	18.12	18.23	22.94	21.60	17.28	16.07	18.90	15.04	15.58	13.53
10	20.40	18.86	18.97	23.71	22.37	17.99	16.78	19.65	15.72	16.59	14.07
11	20.40	18.86	18.97	23.71	22.37	17.99	16.78	19.65	15.72	16.59	14.07
12	20.40	18.86	18.97	23.71	22.37	17.99	16.78	19.65	15.72	16.59	14.07
13	20.50	18.96	19.07	23.82	22.47	18.09	16.88	19.76	15.82	16.70	14.17
14	20.50	18.96	19.07	23.82	22.47	18.09	16.88	19.76	15.82	16.70	14.17
15	20.69	19.05	19.16	23.94	22.60	18.19	16.95	19.88	15.92	16.85	14.27
16	20.69	19.05	19.16	23.94	22.60	18.19	16.95	19.88	15.92	16.85	14.27
17	20.69	19.05	19.16	23.94	22.60	18.19	16.95	19.88	15.92	16.85	14.27
18	20.80	19.15	19.26	24.04	22.70	18.29	17.05	19.98	16.02	16.95	14.37
19	20.80	19.15	19.26	24.04	22.70	18.29	17.05	19.98	16.02	16.95	14.37
20	20.90	19.32	19.43	24.19	22.85	18.48	17.25	20.11	16.17	17.09	14.54
21	20.90	19.32	19.43	24.19	22.85	18.48	17.25	20.11	16.17	17.09	14.54
22	20.90	19.32	19.43	24.19	22.85	18.48	17.25	20.11	16.17	17.09	14.54
23	21.00	19.42	19.53	24.29	22.95	18.58	17.35	20.21	16.27	17.19	14.65
24	21.00	19.42	19.53	24.29	22.95	18.58	17.35	20.21	16.27	17.19	14.65
25	21.15	19.51	19.63	24.41	23.07	18.63	17.39	20.32	16.36	17.33	14.76
26	21.15	19.51	19.63	24.41	23.07	18.63	17.39	20.32	16.36	17.33	14.76
27	21.15	19.51	19.63	24.41	23.07	18.63	17.39	20.32	16.36	17.33	14.76
28	21.15	19.51	19.63	24.41	23.07	18.63	17.39	20.32	16.36	17.33	14.76
29	21.15	19.51	19.63	24.41	23.07	18.63	17.39	20.32	16.36	17.33	14.76
30	21.35	19.76	19.88	24.63	23.29	18.90	17.68	20.57	16.57	17.54	15.04

Water Operator Supplemental

2,736.75

Opase Rates

2015-16	Head Custodian Administrative Assistant I to Principal/Supv	Custodian Administrative Assistant II Lib/Computer Specialists	Third Shift Custodians	Lead Maintenance Mechanic	Transportation Maintenance Mechanics Grounds	Educational Aide Van Driver Health Aide	Transportation Aide	Twelve Month Administrative Assistant II	Proctor	Head Cook	Cafeteria Helper
1,015											
0	15.77	14.81	14.94	18.45	17.09	14.02	12.90	15.29	12.19	13.06	11.28
1	18.22	17.04	17.15	21.05	19.70	16.03	14.84	17.61	13.99	14.49	12.86
2	18.56	17.21	17.36	21.39	20.03	16.27	15.18	17.91	14.26	14.77	12.95
3	18.90	17.59	17.73	22.14	20.81	16.79	15.42	18.26	14.50	15.03	13.06
4	19.27	17.86	17.99	22.51	21.17	17.07	15.76	18.53	14.72	15.28	13.43
5	19.62	18.10	18.22	22.92	21.57	17.31	16.03	18.85	15.03	15.48	13.56
6	19.97	18.39	18.50	23.28	21.92	17.54	16.31	19.18	15.27	15.81	13.73
7	19.97	18.39	18.50	23.28	21.92	17.54	16.31	19.18	15.27	15.81	13.73
8	19.97	18.39	18.50	23.28	21.92	17.54	16.31	19.18	15.27	15.81	13.73
9	19.97	18.39	18.50	23.28	21.92	17.54	16.31	19.18	15.27	15.81	13.73
10	20.71	19.14	19.25	24.07	22.71	18.26	17.03	19.94	15.96	16.84	14.28
11	20.71	19.14	19.25	24.07	22.71	18.26	17.03	19.94	15.96	16.84	14.28
12	20.71	19.14	19.25	24.07	22.71	18.26	17.03	19.94	15.96	16.84	14.28
13	20.81	19.24	19.36	24.18	22.81	18.36	17.13	20.06	16.06	16.95	14.38
14	20.81	19.24	19.36	24.18	22.81	18.36	17.13	20.06	16.06	16.95	14.38
15	21.00	19.34	19.45	24.30	22.94	18.46	17.20	20.18	16.16	17.10	14.48
16	21.00	19.34	19.45	24.30	22.94	18.46	17.20	20.18	16.16	17.10	14.48
17	21.00	19.34	19.45	24.30	22.94	18.46	17.20	20.18	16.16	17.10	14.48
18	21.11	19.44	19.55	24.40	23.04	18.56	17.31	20.28	16.26	17.20	14.59
19	21.11	19.44	19.55	24.40	23.04	18.56	17.31	20.28	16.26	17.20	14.59
20	21.21	19.61	19.72	24.55	23.19	18.76	17.51	20.41	16.41	17.35	14.76
21	21.21	19.61	19.72	24.55	23.19	18.76	17.51	20.41	16.41	17.35	14.76
22	21.21	19.61	19.72	24.55	23.19	18.76	17.51	20.41	16.41	17.35	14.76
23	21.32	19.71	19.82	24.65	23.29	18.86	17.61	20.51	16.51	17.45	14.87
24	21.32	19.71	19.82	24.65	23.29	18.86	17.61	20.51	16.51	17.45	14.87
25	21.47	19.80	19.92	24.78	23.42	18.91	17.65	20.62	16.61	17.59	14.98
26	21.47	19.80	19.92	24.78	23.42	18.91	17.65	20.62	16.61	17.59	14.98
27	21.47	19.80	19.92	24.78	23.42	18.91	17.65	20.62	16.61	17.59	14.98
28	21.47	19.80	19.92	24.78	23.42	18.91	17.65	20.62	16.61	17.59	14.98
29	21.47	19.80	19.92	24.78	23.42	18.91	17.65	20.62	16.61	17.59	14.98
30	21.67	20.06	20.18	25.00	23.64	19.18	17.95	20.88	16.82	17.80	15.27

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Water Operator Supplemental

2,777.80