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STATE EMPLOYMENT
RELATIONS BOARD

2013 OCT 15 P 3:59

Negotiated Agreement

between the

Liberty Center Board of Education

and

**Local 414 of the
Ohio Association of Public School Employees
(OAPSE)**

Effective July 1, 2013
Through June 30, 2016

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PREAMBLE

The following negotiated agreement is accepted, approved and adopted by this Board of Education, effective as of this date: July 1, 2013. It will continue in effect through June 30, 2016.

ARTICLE 1 - RECOGNITION

- A. The Liberty Center Local Board of Education hereby recognizes The Ohio Association of Public School Employees on behalf of OAPSE Local #414 as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described unit:
- B. Bargaining Unit: The bargaining unit includes the following non-certificated full time and regular short hour employees in the following positions or classifications which are regularly assigned to a work schedule:
 - 1. bus drivers
 - 2. lunchroom cashiers
 - 3. lunchroom cooks
 - 4. custodians - night and day
 - 5. maintenance/custodial
 - 6. school secretaries
 - 7. bus mechanic (if this position is separate from the transportation supervisor)
 - 8. elementary library aide
 - 9. monitoring aides
 - 10. lunchroom aides
 - 11. intervention aides
- C. Excluded from the bargaining unit for the purpose of this agreement are the following:
 - 1. maintenance supervisor
 - 2. transportation supervisor
 - 3. food services supervisor
 - 4. local superintendent's secretary
 - 5. treasurer
 - 6. all certificated personnel
 - 7. assistant treasurer
 - 8. accounts payable specialist
- D. This recognition shall remain in effect for the duration of the negotiated agreement.
- E. OAPSE Local #414 recognizes the Board of Education as the elected representatives of the people of the Liberty Center Local School District and as the employer of the school employees personnel of the Liberty Center Local School District.
- F. The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to wages, hours, and working conditions (pursuant to the requirements of Section 4117 of the Ohio Revised Code), and will use mutually agreed-upon channels as described in Article 4 for appeal in the event of an impasse.
- G. OAPSE Local 414 recognizes and affirms that the board has all of the management rights afforded to it as set forth in section 4117.08(C) R.C.

ARTICLE 2 - PRINCIPLES

- A. School employees have the right to join or not to join any organization for their economic improvement, but membership or non-membership in any organization shall not be required as a condition of employment.
- B. On the effective date of this Agreement and for employees hired after the effective date of the Agreement (sixty (60) days following the beginning of employment), employees in the unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions.
- C. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted, and forwarded by the Employer to the Union in the same manner, except that written authorization for deduction of fair share fees is not required.
- D. The Union agrees to indemnify and save the Board harmless against any judgment costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share fee section. Such indemnification shall include punitive as well as compensatory damage awards.
- E. It shall be the responsibility of the Union to prescribe an internal rebate procedure of monies spent on political or ideological matters, opposed by the fair share fee payer, which are not related to the purposes of enforcing or negotiating the agreement or processing grievances. The union certifies to the Board that an internal rebate procedure shall be established in accordance with Section 4117.09C of the Revised Code and that a procedure for challenging the amount of the representation fee shall be established for the information of members of the bargaining unit and that such procedure shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio. The Union warrants that its rebate procedures will satisfy case law, federal, state, and local statutes, and meet constitutional requirements.

ARTICLE 3 - PROCEDURES

- A. Directing Requests for Negotiations - Requests from the Union shall be made directly to the Superintendent or his/her designee. Requests from the Board of Education or its designee shall be made to the President of the Union. A mutually convenient time for a meeting date shall be set within twenty (20) school days of the date of the request. This does not mean the meeting must take place within twenty days.
- B. Negotiating Period - The Length of the negotiating period shall be at least sixty (60) work days commencing with the initial agenda setting session, unless a shorter period is mutually agreed to. "Days" as used in this procedure shall be any day Monday through Friday exclusive of negotiated or school observed holidays. During the summer recess "days" shall be taken to mean any day Monday through Friday exclusive of federally

observed holidays, leave days, or vacation days of any party employed on a 12-month contract.

- C. Negotiating Sessions - Prior to initial negotiating sessions both parties (including alternates) will attend IBB training. At the conclusion of IBB training, both parties will agree whether to proceed with IBB, Traditional, or a combination of both negotiating methods. Should IBB be selected, the parties can agree to transition to traditional bargaining at any time during the negotiating process. The exchange of a complete package of proposals/issues will occur at the initial meeting. All negotiating sessions shall be conducted in executive session, exclusively between said representatives unless the parties mutually agree to waive this provision. A mutually agreeable time, date, and place of each subsequent session will be established prior to the conclusion of each session.
- D. Composition of Negotiating Teams - The Union and the Board shall select without restriction those individuals who shall comprise their respective negotiating teams. The teams will agree on the number of participants.
- E. Study Committee - The parties may appoint a study committee to research, study and develop reports and to make recommendations on matters under consideration. The committees may report findings to the parties.
- F. Progress Reports- With the approval of both parties, periodic progress reports may be issued.
- G. News Release - While negotiations are in progress, any release prepared for the news media must be approved by both parties.

ARTICLE 4 - NEGOTIATIONS

- A. The Board and the Superintendent agree to furnish the Union Negotiation Committee, upon reasonable request, all routinely prepared public information concerning financial resources of the district.
- B. Agreement - When agreement is reached, it shall be reduced to writing, and when approved by the Union and the Board, it shall be signed by the parties. The Agreement shall not discriminate against any member of the staff regardless of membership or non-membership in the Association.
- C. Mediation - If an impasse is declared during the course of negotiations, the matter will be submitted for mediation to the Federal Mediation and Conciliation Service. The length of review shall be no longer than thirty (30) days unless an extension is mutually agreed upon by both parties. During this period of time the Union shall not strike. The recommendations for settlement shall be advisory in nature. The mediation impasse procedure set forth herein shall supersede and replace those impasse procedures contained in Chapter 4117 of the Ohio Revised Code. At the conclusion of the mediation impasse process, ultimate impasse shall be deemed to exist.
- D. Articles - Wages, hours and working conditions sections, attached hereto, are a part of this agreement and shall be negotiated in conformance with the dates listed in the next section and with the procedure outlined above.

ARTICLE 5 - ASSOCIATION RIGHTS

- A. No Reprisal - Neither the District nor OAPSE shall interfere with, threaten, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to join or not to join OAPSE, and/or to engage or not to engage in any OAPSE activity.
- B. No Discrimination - No employee in the bargaining unit shall be discriminated against because of his/her sex, race, color, or creed.
- C. Organizational Rights - OAPSE Local #414 shall have the following rights in addition to the rights contained in any other portion of this Agreement.
1. With prior approval of the Superintendent or the building principal, an OAPSE Local #414 representative shall be permitted to visit any work location during the school day to discuss special problems of non-certified employees. These visits shall not take place during the employee's contractual work hours, exclusive of designated breaks and lunch periods.
 2. An OAPSE Local #414 representative may use without charge, board-owned facilities and equipment, including but not limited to, meeting rooms, typewriters, duplication equipment, and audio-visual equipment. All expendable supplies will be furnished in this regard by OAPSE Local #414. The use of said facilities and equipment shall not interfere with the normal operation of the schools and request for use shall not be unreasonably denied. The use of said facilities and equipment shall also occur only during the normal working hours of the custodial staff. Such requests must be approved in advance by the Superintendent.
 3. Representatives of OAPSE Local #414 may use the inter-school mail system in the school building offices and work locations to distribute bulletins, newsletters, or other circulars. Copy of said information shall be delivered to the Superintendent prior to distribution. The use of the inter-mail system will not be unreasonably denied.
 4. Representatives of OAPSE Local #414 may use the telephones and any work locations to carry out OAPSE Chapter #414 business. Any fees or toll call charges shall be reimbursed to the Board by OAPSE Local #414. Calls are not to be made during the contractual work hours assigned to the employee, exclusive of designated breaks and lunch periods.
 5. Representatives of OAPSE Local #414 may use bulletin boards, with prior approval of the Superintendent, in any work location to disseminate information to members.
- D. Board Meetings -
1. Meeting Notice and Agenda--The President of OAPSE Local #414 will be given notice and/or an agenda prior to all regular and special Board meetings.
 2. Association Participation--A representative of OAPSE Local #414 may be permitted to address or otherwise engage in discussion with the Board during the Board meeting in the same fashion as accorded to members of the general public. An employee and/or the President of OAPSE Local #414 may also request to be placed on the agenda by submitting a written request to the Superintendent seven

(7) days in advance of the meeting. Such request must indicate the item(s) to be discussed. The Superintendent will notify the employee and/or the OAPSE Local #414 President if such request has been approved.

- E. School Calendar - The president of OAPSE Local #414 may be consulted when the school calendar is being considered and prepared for the ensuing school year, and may make recommendations to the superintendent.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. Definitions:

1. "Grievance" - a claim by a bargaining unit employee, a group of bargaining unit employees, or OAPSE Local #414, that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
2. The local union may file a class-action grievance when an alleged violation affects the entire bargaining unit or an entire classification. Individual grievances must be filed by the affected employee or employees.
3. "Days" - In this Grievance Procedure, the term "days" shall mean week days, excluding holidays.

B. Purpose:

1. The purpose of this procedure is to secure at the lowest administrative level (employee's immediate supervisor) equitable solutions to grievances which may arise.
2. Nothing contained within this Grievance Procedure shall be construed as limiting the right of any non-certificated staff member(s) having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention from the Union provided the adjustment is not inconsistent with the terms of this Grievance Procedure or the negotiated contract.
3. The grievant shall have the right to Union representation at all steps.
4. Within the time limit in that step, any grievance not advanced to the next step by the grievant or the Union representative shall be deemed resolved by the administration's last answer.
5. Any grievance not answered by the administration within the time limit in that step shall automatically advance to the next step.
6. Time limits may be extended by the administration and the local Union officials only through mutual agreement and only in writing.
7. No reprisal of any kind shall be taken by or against any participant in the Grievance Procedure by reason of such participation by either party.
8. The grievance may be withdrawn at any step of the procedure without prejudice.

C. Grievance Forms:

1. Any grievance must be filed on the authorized grievance form agreed to between the parties to this Agreement.

2. The form shall provide for listing the specific article of the Agreement alleged to have been violated, shall state the specific facts of the alleged violation and shall indicate the relief requested. Failure to cite the specific article of the Agreement allegedly violated shall render the grievance null and void.
3. The agreed to grievance form shall be made available to any employee requesting such either through his/her supervisor or the OAPSE Local Chapter #414 representative.

D. Procedure:

1. Informal - Any employee who has a grievance shall discuss it with his/her immediate supervisor in an attempt to resolve the matter. Should the matter not be resolved, the grievant, with or without union representation, will need to complete and present the Informal Grievance Form to the immediate supervisor. However, should such informal processes fail to satisfy the grievant, then a grievance may be processed as follows:
2. Formal
 - i. STEP ONE - Within ten (10) days of the act or condition giving rise to the grievance, the grievant shall present the grievance on the Grievance Form to the superintendent and his supervisor who will arrange for a meeting to take place within five (5) days after its receipt. A written disposition is to be given to the grievant within five (5) days after the meeting.
 - ii. STEP TWO - If the action taken at Step One does not resolve the grievance to the satisfaction of the grievant, the case will be reviewed by the OAPSE Local #414 Grievance Committee and grievant.
 - iii. If the need for further action is determined by the grievant or the OAPSE Local #414 Grievance Committee, it shall be the responsibility of the representative of OAPSE Local #414 or the grievant to submit the proper forms to the Superintendent of Schools within ten (10) days of the receipt of the supervisor's written disposition. The Superintendent shall arrange a meeting with the grievant within five (5) days after the receipt of the grievance form. If the Superintendent is out of town when the grievance form is received, the meeting shall take place as soon as possible but not later than three (3) days after the return of the Superintendent. He/she shall send notices of the meeting to the OAPSE Local #414 President and the grievant.
 - iv. The Superintendent may arrange for other individuals to be present at the meeting. Upon conclusion of the meeting, the Superintendent has five (5) days to present his/her written disposition to the grievant and a copy to the OAPSE Local #414 President.
 - v. STEP THREE - If the Union is not satisfied with the disposition of the grievance by the Superintendent, the grievance shall be referred to mediation (FMCS). The grievant shall submit the step 3 grievance form to the Superintendent of Schools within ten (10) days of the receipt of the Superintendent's written disposition at step two.

- vi. If unresolved at mediation the grievance may be referred to binding arbitration.
- vii. Both sides may choose to bypass mediation and move the grievance process to step four. This must be mutually acceptable to both parties (Board and OAPSE Local 414) or step three must be followed before proceeding to step four.
- viii. STEP FOUR - If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievance may be appealed to arbitration through FMCS within five (5) days of the receipt of the Superintendent's written disposition. The notice of the appeal shall be sent to the Superintendent and to FMCS. Within five (5) days after the receipt of the request for a hearing before an impartial third party, the grievant and/or his representative and a representative of the Board shall meet to select the arbitrator from the panel provided by FMCS through the alternative strike method. Such arbitrator shall have no power to alter, add to, or subtract from the provisions of this agreement, and his/her decision shall be binding upon the parties. All parties to the grievance may be represented at any hearing conducted by the arbitrator. The fees and expenses of the arbitrator shall be paid by the losing party.
- ix. In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his/her jurisdiction. In his/her decision, the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.
- x. Claims which have not been previously raised may not be raised at the arbitration.

INFORMAL GRIEVANCE DISCUSSION REPORT

Date: _____

Brief Description of Issue Discussed as Possible Grievance

Signature of Grievant

Date signed

Signature of Administrator

Date signed

LIBERTY CENTER LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM
FOR NON-CERTIFICATED EMPLOYEES
STEP I

Name of Grievant

Date of Grievance Filed

Article and Section Violated

Date of Violation

Statement of Grievance: _____

Relief Sought: _____

Signature of Grievant _____

Date Grievance Received by Supervisor _____

Disposition by Supervisor _____

Signature of Supervisor

Date Signed

LIBERTY CENTER LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM
FOR NON-CERTIFICATED EMPLOYEES
STEP II

Name of Grievant

Date of Grievance Filed

Article and Section Violated

Date of Violation:

Statement of Grievance:

Relief Sought:

Signature of Grievant(s)

Date Signed

Date Grievance Received by Superintendent

Disposition by Superintendent:

Signature of Superintendent

Date Signed

LIBERTY CENTER LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM
FOR NON-CERTIFICATED EMPLOYEES
STEP III

Name of Grievant

Date of Grievance Filed

Article and Section Violated

Date of Violation:

Statement of Grievance:

Relief Sought:

Signature of Grievant(s)

Date Signed

Date Grievance Received by Mediator:

Disposition by Mediator:

Signature of Mediator

Date Signed

ARTICLE 7 - PROBATION/DISCIPLINE

A. PROBATIONARY PERIOD

1. All newly hired regular employees shall be given an initial probationary contract for one (1) calendar year from date of hiring. This contract will be considered a probationary contract. At the option of the board, the probationary period may be extended for an additional six (6) months. If the employees are rehired at the end of the one (1) year probationary period, the contract will be for two (2) years. Upon successful completion of the two year contract, a continuing contract will be issued. If the employee is not renewed by the contract expiration date the contract will automatically extend to the next contract period in the sequence.
2. After completion of the probationary period, employees may be disciplined for just cause, including, but not limited to, incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of rules and regulations adopted by the Board of Education, or any other acts of misfeasance, malfeasance or nonfeasance. If certification of fitness for employment is required by any agency, department or body of government, the failure to maintain such certification may be a cause for termination.
3. If the service of a probationary employee is unsatisfactory, he/she may be reduced or removed from service with the employer at any time during the probationary period and this reduction or removal shall not be subject to the grievance procedure.

B. DISCIPLINE, SUSPENSION AND TERMINATION

1. This procedure shall apply to discipline, suspension or termination for any of the reasons set forth in Article 7(A).
2. Normally, an employee shall receive a verbal warning on the first offense; a written reprimand on the second offense; shall be suspended on the third offense and shall be suspended or terminated on the fourth offense; provided, however, that the Superintendent may accelerate disciplinary measures to any step if, in his/her opinion, the gravity of the offense warrants such action.
3. Prior to discipline, suspension or termination, the unit member shall be informed of the reason for the disciplinary measure, shall be given an opportunity to respond and shall be given the right to be accompanied to any meeting by a representative of the collective bargaining agent.
4. Records of employee discipline and suspension shall not be expunged from an employee's file. Any discipline records currently in an employee's file at the time this negotiated agreement is ratified will remain.
5. Discipline, suspension and termination shall be subject to the grievance procedure after the completion of the probationary period set forth in Article 7(A).
6. Articles 7(A) and 7(B) replace the provisions of Section 3319.081, Revised Code.

ARTICLE 8 - STAFF ASSIGNMENTS AND REASSIGNMENTS

- A. Staff assignments and reassignments shall be made according to the needs of the school system. This is not intended to defeat the seniority bid procedure (Article 9). The Board shall have the right to establish additional staff positions as needed, adjust the starting times, as well as add hours to existing positions. Employees shall be paid their regular hourly rate (according to the negotiated wage schedule) for any such additional hours worked. All newly established positions shall be posted in accordance with the bid procedures contained in this negotiated agreement. The Board agrees to negotiate the wages of any new position and whether the position is to be part of the bargaining unit, provided that such negotiations shall not delay the establishment and filling of any new position. This shall not be construed to mean that the negotiations process ceases when any such position is established and filled.
- B. Non-Certified employees will be given a sub sign up sheet for departments in which they are qualified, and given priority to fill a sub position over non contracted employees. Employees may not cancel one sub position to take another one. After an OAPSE member cancels once or declines three times they are not offered additional sub jobs. The supervisor may use their discretion if an employee's work as a sub is not satisfactory.

ARTICLE 9 - SENIORITY BID PROCEDURE

When a vacancy exists and the board determines to fill it, the following procedures shall be used:

- A. Posting bids - All vacancies shall be emailed to all employees at their district email address. The position shall remain open for five (5) work days.
- B. Time Limitation - Within five (5) work days commencing with the first day posted, employees desiring the position shall submit his/her bid to the administrator announcing the bid.
- C. Seniority as used herein is defined as the total length of continuous service an employee has with the Board of Education in a specific job classification.
- D. Upon request, the Association shall be provided the current seniority list of all employees contained in the bargaining unit.
- E. Any employee wishing to be considered for a job opening shall be interviewed by the superintendent or his/her designee. Selections may be made from those interviewed. The superintendent or his/her designee may recommend to the board the most qualified person for the position. When all desirable qualifications are equal, the employee with the greatest district seniority shall be given the position. The superintendent or his/her designee shall make the sole determination as to qualifications of any applicant. The superintendent's determination shall be final.
- F. The superintendent agrees to notify the Union when vacancies occur by providing the president with a copy of all positions posted. A vacancy may occur when an employee resigns, is discharged, or when a new position is established. The employer agrees to notify the association if it does not intend to fill a position.
- G. Substitute employees shall not accumulate seniority and are not considered as either regular full-time or part-time employees.

- H. Board approved leaves of absence will not interrupt seniority, but the time spent on such leave will not count toward seniority.
- I. Bidding to another classification - When all desirable qualifications are otherwise equal, the employee with the greatest district seniority will be given the position. The superintendent or his/her designee shall make the sole determination as to qualifications of any applicant. The superintendent's determination shall be final.
- J. The employer shall provide a copy of the job description of all jobs covered by this agreement. Any changes in job duties shall be reviewed by OAPSE Local 414 for their input.
- K. Employee(s) who receive a bid on a job in the same department but a different job shall maintain his/her same pay rate step when transferring to the new job.

ARTICLE 10 - LAYOFF AND RECALL – Reduction in Force

- A. If it becomes necessary to reduce the number of employees in a job classification for the reasons set forth in ORC 3319.17, due to abolishment of positions, lack of funds, or lack of work, the following procedures shall govern such layoff:
 - 1. The Board of Education shall determine in which classification the layoff should occur and the number of employees to be laid off.
 - 2. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire, or otherwise vacate a position.
 - 3. Prior to the Board instituting such reductions in the classified staff, the Board or its designee(s) and the union or its designee(s) shall meet to discuss the reductions.
- B. Prior to introducing any forced reductions in a classification the parties have agreed to accept voluntary layoffs.
- C. Any employee affected by a reduction, whether directly or indirectly, shall be granted bumping rights.
- D. In any reduction, the concept of job classification seniority shall prevail. Job classification seniority shall be determined by the employee's most recent date of hire with the Board in a particular job classification. Board approved leaves of absence shall not constitute an interruption of continuous service or in the calculation of seniority.
- E. Employees electing to exercise their bumping rights in the case of a R.I.F. must do so in their classification, or to a contracted position in a classification they held previously. Bumping into a classification shall be based on previous time in that classification. Placement on the salary schedule would be at the previous experience level in that classification. The administration may consider work records and evaluations in looking at the transfer of a RIFed employee to another position.
- F. The following classifications shall be used for the purpose of defining classification seniority in the event of a layoff:
 - 1. bus drivers
 - 2. lunchroom cashiers

3. lunchroom cooks
 4. custodians - night and day
 5. maintenance/custodial (may only displace custodians-night and day)
 6. school secretaries
 7. bus mechanic (if this position is separate from the transportation supervisor)
 8. elementary library aide
 9. monitoring aides
 10. lunchroom aides
 11. intervention aides
- G. Fifteen (15) working days prior to the effective date of any layoff, the Board shall provide the local union president a list containing names, seniority dates, classification, and position, and indicate which employees are to be laid off. Each employee to be laid off shall be given a ten (10) day advance written notice of the layoff with a statement advising the employee of his/her bumping and reinstatement rights.
- H. Vacancies, which occur during the period of reduction in force, shall be posted pursuant to posting and bid procedure of the Collective Bargaining Agreement.
- I. Vacancies remaining in the classification of layoff shall be offered to the employee(s) standing highest on the recall list. The employee declining reinstatement shall be removed from the list and forfeit all reinstatement rights. The employee shall be notified by personal service or by registered or certified mail addressed to the employee's last known address. It is the employee's responsibility to notify the Board of any change in address and/or phone number.
- J. Any employee reduced in classification or laid off shall retain recall rights for a period of two (2) years.
- K. This layoff and recall procedure contained in Article 10 supersedes and replaces in its entirety Ohio Revised Code Section 3319.081.

ARTICLE 11 - FOOD SERVICE MISCELLANEOUS

- A. Cooks are entitled to a 30-minute non-paid lunch if they desire.
- B. If a lunchroom cook or breakfast cashier is absent for any reason, the employer shall offer the work to a qualified lunchroom aide. This will be rotated by seniority.
- C. Banquets, etc., shall be rotated by seniority with the lunchroom employees that are qualified.

ARTICLE 12 - TRANSPORTATION MISCELLANEOUS

- A. Extra Trips - Regular drivers under contract will be given first choice on all extra trips according to a seniority listing on a rotation basis. The Superintendent will have full authority to determine what is considered an extra trip.
- B. Summer Trips - In order to be eligible for summer trips, drivers must accept at least three (3) extra trips during the school year. If a driver has arrived at the bus compound or at the departure site and then is informed that the trip is canceled he/she will only receive report pay.

- C. On any extra trip, if all regular drivers and substitute drivers refuse to take the trip, the driver whose turn it is for the trip must drive.
- D. Departure time, arrival time, etc., shall be scheduled by the bus supervisor. The bus supervisor will consult the advisor or coach and athletic director when applicable. The discipline on extra trips should be controlled by the advisor or coach. If it is not, the bus driver shall exercise discipline.
- E. The bus driver shall remain with the bus or team/event.
- F. Assistant Coaches and advisors may drive to athletic events and school-related activities without interfering with extra trip schedules. This is only for a sport or activity in which the assistant coach or advisor is involved (examples: track for track, or FFA advisor for FFA). This rule pertains to trips during the school day only and does not include trips outside school hours.
- G. Any trip occurring during a driver's regularly scheduled route may be offered to an alternate driver whose schedule does not interfere with the extra trip on a rotation basis.
- H. The Board of Education will provide two-way communication with the Transportation Supervisor for each of the Liberty Center buses.
- I. Those that drive additional days beyond those scheduled for that route, shall be paid at their applicable rate of pay,
- J. A driver will not be permitted to "bump" another driver with less seniority from his/her assigned route.
- K. Regular drivers substituting on regular routes shall receive their regular rates of pay for said routes.
- L. An annual time study for special routes shall be conducted each year.
- M. Special routes such as four county, parochial, special education, etc., shall be offered to regular drivers by seniority if the driver's regular route schedule does not conflict with the special route.
- N. Bus drivers shall receive a minimum of three (3) hours of pay. This pertains to regular routes only; special routes not included. Bus drivers shall abide by and adhere to all rules and regulations established by the State Department of Education or the Board of Education.
- O. The employer agrees to pay all costs related to bus driver physicals, abstracts, and FBI/BCI background checks. Board shall reimburse costs on a yearly basis prorated over term of license if driver successfully passes tests and cost is \$50.00 or more.
- P. Bus drivers shall report accidents or emergency situations immediately upon occurrence or observation, either by two-way radio or, if unable to contact by radio, immediately upon return from his/her route, or within 24 hours if unable to report upon return.
- Q. Trips - Trips involve the transportation of students other than on an AM/PM route, mid-day route, or shuttle.

1. Assignment of Trips

- i. Upon submission to the transportation department the Transportation Supervisor or his/her designee will date stamp each trip.

- ii. On Tuesday of each week no later than 2:00 p.m., the Transportation Supervisor will receive all trips for the following week (Sunday through Saturday). The Transportation Supervisor will categorize and number all trips and post for review with the understanding that drivers may only bid on eligible trips.
 - iii. The Transportation Supervisor will conduct the bidding for eligible trips every Wednesday at 2:00 p.m. Where bidding stops will mark the start of the next Wednesday's bid. If school is cancelled for any reason on a bidding day, bidding will occur on the first day back to school at the time stated above.
 - iv. Eligible trips not bid on Wednesday will be returned to the Transportation Supervisor and then posted as an emergency trip.
 - v. Drivers off on any extended leave will not be allowed to bid.
 - vi. The Transportation Supervisor will assign drivers and submit completed paperwork. Paperwork will include trip numbering, logging, posting distribution, and bus assignments (per supervisor).
 - vii. The acceptance or non-acceptance of trips shall be recorded on the appropriate chart.
 - viii. Drivers will be guaranteed minimum trip pay for each field trip.
 - ix. Trips that are rescheduled, cancelled, or times are changed: If the date or time schedule of an assigned trip is changed, the driver may keep the trip. If the driver elects not to drive the trip due to changes that do not conflict with these procedures, a non-acceptance will be recorded on the appropriate chart and will be bid as an emergency trip.
 - x. If a trip is cancelled after being assigned and after the driver arrives for pickup, the driver will receive report pay.
 - xi. If there is no school due to a scheduled holiday break (example: Christmas, Easter) all trips that occur through the extended break will be posted and bid the Wednesday before the break begins.
 - xii. This will include all trips that take place the first week of school.
2. Trip Categories - Trips will be assigned to one of the following categories listed below based on departure time. Drivers will be allowed to bid on all eligible trips in each category by seniority on a rotational basis by selection:
- i. AM Category - Trips in excess of seven (7) hours or more that are scheduled to depart prior to or following the AM route will be offered to regular drivers prior to utilizing a substitute driver.
 - ii. PM Category - Trips scheduled to depart after the completion of the drivers PM route or on another weekday (M-F) when school is not in session.
 - iii. Saturday Category - Trips scheduled to depart on Saturday.
 - iv. Sunday/Holiday Category - Trips scheduled to depart on a Sunday or Holiday.

- v. Overnight Trip - Drivers will be paid the overnight trip pay for each 24 hour period or portion thereof, plus meals and accommodations for all overnight trips. For purposes of this Section, the twenty-four (24) hour period commences when the driver is requested to report to work prior to leaving on the overnight trip. (Example: Thursday, 12:00 p.m. to Friday, 11:59 a.m.)

R. Emergency Chart(s)

1. A trip returned by the driver after acceptance or a trip submitted to the transportation office after the initial posting date will be offered to eligible drivers on a rotational basis utilizing the appropriate emergency trip chart. If a driver accepts a trip on an emergency chart, he/she shall not lose his/her turn on the appropriate rotational chart.
2. An emergency trip must be posted for a minimum of two (2) consecutive segments (AM & PM; PM & AM) in order to be filled from the appropriate chart, otherwise it shall be filled by the Transportation Supervisor, which may include re-assignment of trips by the Transportation Supervisor.

- S. Returning of Assigned Trips - It is understood that if a driver returns an assigned trip he/she shall do so as soon as possible in order for the Transportation Supervisor to obtain a replacement driver. Drivers who return 3 trips will no longer be on the rotation chart for any 'Wednesday bid trips' for the rest of the school year. Trips may not be traded among drivers. If a driver cannot drive a trip they must return it to the Transportation Supervisor.
- T. Absent the workday prior to a trip. - Drivers who are absent all or any portion of a workday prior to a trip must notify the Transportation Supervisor prior to 12:00 Noon of his/her intent to drive his/her scheduled Saturday, Sunday, and/or Holiday trip. Failure to notify the Transportation Supervisor by 12:00 Noon will result in the trip being reassigned.
- U. Overlap Route Pay - Drivers may bid a trip if such trip would leave prior to his/her AM or PM ending time so long as the driving time of the segment has been completed. Drivers will receive his/her regular hourly rate during their guaranteed period and then be compensated at the field trip rate for all additional hours of the trip.
- V. Vans - As it pertains to the use of school activity vans, the board agrees in principal not to reduce the number of buses used for trips. If all three vans are being used then one trip will be offered to a regular driver if available." Then continue with "Coaches, Assistant Coaches, and Advisors may drive school vans to athletic events and school-related activities without interfering with extra trip schedules. This is only for a sport or activity in which the coach, etc. is involved. (Example: track for track, or FFA advisor for FFA).

W. Summer Routes and Trips

1. Summer routes and trips begin on the first day after the last day of student's school year and end on the day before the first student school day of the next year. Eligible trips will be bid by seniority on a rotational basis by selection.
2. The Transportation Supervisor will post a sign-up sheet for ten (10) consecutive workdays on or about May 15th of each year in the Transportation Department for those drivers interested in a summer route or trip(s).

3. All summer trips will be bid on within the last 5 (five) student school days.
 4. Rotational charts will be established and trips awarded using the same procedures as outlined above. A temporary vacancy will be filled by utilizing the summer rotational chart. Excessive absences may result in removal from the regular summer route and/or trip rotational chart.
- X. Bidding Routes - Routes will be bid in August at the beginning of the first year of every new contract.

ARTICLE 13 - MISCELLANEOUS

A. Safety

1. The board shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law as applicable to public school districts.
2. No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of state or federal laws. A bargaining unit member shall be required to report any Health/Safety violation to the superintendent of schools or his/her designee immediately upon discovery of the problem. The superintendent/designee shall have a minimum of thirty days to correct the safety problem or the employee may process the complaint to other available agencies.
3. The Board of Education shall make every reasonable effort to provide a safe working environment for all employees.
4. The bargaining unit members shall comply with all local/state/federal regulations pertaining to their job classification.

B. Worker's Compensation

1. All employees covered under this Agreement are protected under the Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
2. An injury incurred while performing assigned responsibilities shall be reported (within 24 hours unless other extenuating circumstances prevent it) to the injured employee's supervisor, and an application shall be filed with the Bureau of Worker's Compensation.

ARTICLE 14 - SCHOOL CLOSINGS

- A. Whenever school is closed due to an epidemic or other public calamity the school employees shall receive their regular rates of pay. Employees may be required by their supervisor to report to work.
- B. Those employees required to work on calamity days (i.e. custodians, custodial/maintenance, custodial aides, lunchroom cooks etc.) shall be given time off with pay for the hours and/or days worked. Such time must be taken prior to the beginning of the next school year. Such time shall be arranged with the employee's immediate supervisor. The Board shall reserve the right to pay the employee the equivalent of one day's pay in lieu of

time off with pay. For 12 month employees required to work on calamity days refer to Article 24; Section A.

- C. If an employee(s) is on sick leave, vacation or other approved leave, and a calamity day is called on those day(s), they shall not be counted from the leave they are on.
- D. The employer or his designee shall notify all employees of a delay or closing, as soon as possible, on the day of the calamity.

ARTICLE 15 - PROFESSIONAL LEAVE AND MEETINGS

- A. Professional Meetings - With permission of the superintendent, school employees may be permitted to attend professional meetings without loss of pay. Approved reimbursement will be paid for the necessary and reasonable expenses of:
 - 1. Use of privately owned automobile on a cents per mile basis. The reimbursement rate shall be the rate allowed by the Internal Revenue Service on January 1 of each year.
 - 2. Meals up to \$20.00 per day as supported by itemized receipts for overnight trips.
 - 3. Necessary lodging up to \$100.00 per day as supported by receipts.
- B. Jury Duty - A regular employee shall be granted time off for jury duty and shall be compensated the difference between the employee's regular compensation and the remuneration received by serving as a juror.
- C. Traffic Court for Bus Drivers - When the driver of a motor vehicle violates the traffic laws and is reported to the proper authorities by the school bus driver, the school bus driver must attend the hearing on the case. In the interest of pupil safety the school bus drivers are required to report any violations which relate to the safe and efficient transportation of pupils. When it is necessary for a school bus driver to appear in a hearing for traffic court he/she will be reimbursed for expenses involved, at the approved Board rates, as follows:
 - 1. Mileage - The reimbursement rate shall be the rate allowed by the Internal Revenue Service on January 1, of each year.
 - 2. Hourly rate
- D. Annual Association Meeting
 - 1. The Board shall authorize up to a maximum of two (2) total days of absence without loss of pay per year (September 1st thru August 31st) to staff members elected to represent the Union as delegates at the annual OAPSE meeting. In the event that an employee is a state officer, or an executive board member, he/she shall be authorized three (3) days of such leave. A request for use of this leave must be submitted by the President of the Union to the Superintendent or his/her designee at least three weeks in advance. A maximum of three (3) employees shall be permitted to utilize such leave if substitute employees have been lined up in advance by the employee's supervisor.
 - 2. The Union shall bear all costs associated with such leave, with the exception of the cost of substitutes.

- E. Annual OAPSE District Day - Up to two (2) union members shall be permitted to attend the Annual OAPSE District Day program without loss of pay. The Association shall determine which union members will be selected to attend. The Board will not assume any costs (mileage, meals, lodging, registration, etc.) associated with this meeting. If the work schedule permits, a third union member may be allowed to attend the Annual OAPSE District Day with prior permission of the Superintendent.
- F. Local Meetings - With prior permission of the superintendent, custodians who are union members may attend Local meetings during work hours. When such permission is granted, the custodian will be required to work the time lost in order to put in a full day's work.
- G. Professional Development Program - With the prior approval of the Superintendent, any staff member who enrolls in up to twelve (12) semester hours or eighteen (18) quarter hours of course work related to his/her job responsibilities at an accredited college or university shall receive \$80.00 per quarter hour and/or \$120.00 per semester hour from the Board for his/her tuition upon the successful completion of such course work. Such reimbursement will not be granted until the staff member provides the superintendent with a written summary of the approved course, and until the Treasurer is provided with a grade report or a transcript showing the course was completed, and a copy of the receipt. Such reimbursement will also not be granted unless the staff member receives a "B" or an equivalent passing grade (under a pass/fail system). Applications for reimbursement should be submitted prior to enrollment in approved course work.
- H. District Professional Development - Professional development may be scheduled by the department supervisor. Trainings scheduled by the department supervisor are mandatory. Scheduled professional development time will be additional paid time at the employee's hourly rate. The supervisor will provide at least two weeks advance notice.

ARTICLE 16 - SICK LEAVE

- A. Each employee under contract shall be entitled to fifteen (15) days sick leave with pay for each school year and shall accrue sick leave at the rate of one and one-fourth (1-1/4) days for each calendar month under contract.
- B. Sick leave may be accumulated up to a total of 220 days and may be transferred from one school district to another in the State of Ohio. A certified copy of unused sick leave must be presented to the school before credit can be given.
- C. Each newly hired employee who has no accumulated sick leave, or any employee who has exhausted his/her sick leave, will be advanced an accumulation of sick leave of at least five (5) days. Each employee under regular, full-time contract absent using sick leave will continue to accumulate sick leave at the rate of one and one-fourth (1-1/4) days per month. A doctor's note be turned in prior to advancing the 5 days to people who are out of sick days. People who have exhausted their sick leave must use their personal days before they can be advanced days.
- D. Any employee having terminated employment with the Board and not having extinguished sick leave by taking severance pay will have his/her accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ

of another board of education or other agency of the State of Ohio covered by such provision,

- E. An employee reemployed by the Board who, since leaving the employ of the Board, has been employed by other Boards of Education or by State, county, or municipal governments in Ohio, will receive full credit up to two hundred and twenty (220) days for sick leave accumulated both in the prior employ of the Board and while in the employ of other agencies of the State of Ohio as shown in the records of the last employing agency.
- F. Any employee being employed by the Board, who, preceding this employment, has been in the employ of another Board of Education, State, county, or municipal government in Ohio will receive full credit up to two hundred and twenty (220) days for the sick leave accumulated in this previous employment as shown in the records of the last employing organization.
- G. Employees shall be responsible for notifying the appropriate supervisor of an impending absence as soon as possible so that arrangements can be made to secure a substitute.
- H. Sick leave shall be granted for absence due to personal illness, illness due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.
 - 1. Injury and/or illness in the immediate family - For purposes of injury or illness, one's immediate family will be interpreted as spouse, child, father, mother, or stepchild.
 - 2. During hospitalization time only of the birth/delivery of a grandchild an employee may use one day of sick leave. If any extended time is requested the employee must use personal days, then deduct time, and that time must be approved by the Superintendent.
 - 3. Death in the family - In the event of death in the immediate family, immediate family shall include spouse, father, mother, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, and grandparents. The number of days for funeral leave shall not exceed three (3) sick days. The superintendent may grant additional days upon written request for extenuating circumstances.
- I. Employees shall complete and sign sick leave forms prior to each pay period for which they are claiming paid absence due to illness. Failure to submit forms may result in the employee's paycheck being withheld until said form is received. Falsification of a sick leave statement is grounds for suspension or termination.
- J. All employees covered by this agreement shall be covered by all rights and benefits of the Family Medical Leave Act. Refusal to allow any of these rights by the employer shall be subject to the grievance procedure.

ARTICLE 17 - CHILD CARE LEAVE

- A. An employee who wishes to remain home with a newly born infant shall file a request for child care leave with the Superintendent ninety (90) days prior to initiating said leave.
- B. A request for unpaid leave for adoption shall be made as soon as possible after notification of potential adoption.

- C. The Board shall grant an unpaid child care leave for the remainder of the school year in which the leave is requested. If the request is made and the leave begins at the beginning of the second semester or thereafter, the leave shall be for the remainder of the school year in which the leave is requested and/or for the following first semester of the next school year at the option of the staff member.

ARTICLE 18 - PERSONAL EMERGENCY LEAVE

- A. Up to, but not more than three (3) unrestricted personal leave days per school year with no deduction in pay will be granted each employee for personal or emergency situations, as specified herein, which cannot be attended to outside work hours.
- B. No personal leave be authorized for any day within the first five or the last five school days of the school year. The employee may seek permission to take deduct days in this situation with the approval of the Superintendent.
- C. In order to make use of a leave day or of a portion of such day, the employee will submit to his/her supervisor written notice of his/her intention to be absent on a form provided by the Superintendent, On this form the employee will indicate the date of the intended absence, whether the absence is to be for a full or a half day.
- D. The leave form should be submitted to the superintendent or his/her designee at least seventy-two (72) hours or three (3) calendar days prior to the intended date of absence. Except that in case(s) of unanticipated personal emergency, the Superintendent or his/her designee shall be contacted as soon as possible and the leave form shall be completed immediately upon return to duty.
- E. All employees who apply for personal leave shall be notified within 24 hours of the date requested whether the leave has been approved or disapproved. This will be done by the Superintendent or his designee.
- F. Any staff member (employed for 4 or more hours per day) who does not use any unrestricted personal leave during the school year shall receive a stipend of one hundred seventy-five (\$175.00) dollars. Any staff member (employed for 4 or more hours per day) who uses one day unrestricted personal leave will receive a stipend of one hundred twenty-five dollars (\$125.00). Any staff member (employed for 4 or more hours per day) who uses two days unrestricted personal leave will receive a stipend of seventy-five (\$75.00) dollars. Attendance stipends will be paid the last pay of the contract year in which stipend was earned.
- G. Any staff member (employed for less than 4 hours per day) who does not use any unrestricted personal leave during the school year shall receive a stipend of one- hundred (\$100.00) dollars. Any staff member (employed for less than 4 hours per day) who uses one day unrestricted personal leave will receive a stipend of seventy-five (\$75.00) dollars. Any staff member (employed for less than 4 hours per day) who uses two days of unrestricted personal leave will receive a stipend of fifty (\$50.00) dollars. Attendance stipends will be paid the last pay of the contract year in which it was earned.

ARTICLE 19 - ASSAULT LEAVE

- A. Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to cover staff members absent due to any physical disability resulting from a physical assault under the following conditions.
- B. Any staff member who must be absent from his/her duties due to physical disability resulting from a physical assault by a student, an intruder on school property, or in school related activities, on or off school premises before, during or after school hours, will be paid his/her full scheduled compensation during his/her period of disability. If permanently disabled, the staff member must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision shall be termed "assault leave", and shall not exceed twenty (20) days.
- C. To be granted assault leave, the staff member must provide the superintendent or designee a signed statement on prescribed forms justifying the use of assault leave, and if medical attention is required, a statement from a licensed physician stating the nature and duration of the disability. Additionally, the employee must submit a police report and cooperate with authority in the prosecution of any student and/or staff member alleged to have caused the assault.

ARTICLE 20 - DEDUCT LEAVE

- A. Absence not covered by the existing sick leave policy and personal emergency leave policy, and for which wage deduction would be made, can only be taken with prior approval of the superintendent.
- B. Such wage deduction shall be based upon the employee's hourly rate.
- C. Such requests for deduct days must be made a minimum of 24 hours in advance, if possible.
- D. Employees will not be allowed to take over 10 deduct days per school year as approved by the Superintendent
- E. For each deduct day the employees will also be responsible for their per diem share of board paid fringe benefits when deduct days are taken.
- F. Employees Personal Leave days must be used prior to deduct days.

ARTICLE 21 - PAID HOLIDAYS

- A. All employees shall receive their regular daily rate for each of the following provided the holiday falls during the employee's normal contracted work year:

Nine and Ten Month

New Years Day
Martin Luther King Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

Eleven and Twelve Month

New Years Day
Martin Luther King Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day
Independence Day

Christmas Eve* OR New Years Eve *
Good Friday* OR Day after Thanksgiving*

*This must be equally rotated among the custodians.

- B. Any employee who is required to work on a legal holiday, with exception of rotating holiday, shall be paid at the rate of one and one-half times the regular hourly rate of pay for all hours worked, plus the holiday.
- C. At least one Maintenance Person must be on duty on each of the 4 rotating holidays.
Personnel Rotation Method:
 - 1. Voluntary Method
 - 2. If no one volunteers, lowest in seniority will be required to work on a rotational basis.

ARTICLE 22 - VACATIONS

- A. All employees who work for twelve months during the calendar year shall be granted paid vacations, excluding legal holidays, as follows:
 - 1. Less than 1 year = No vacation
 - 2. 1 year through 5 years = 2 weeks
 - 3. 6 years through 10 years = 3 weeks
 - 4. 11 years through 15 years = 3 weeks plus 3 days
 - 5. 16 years or more = 4 weeks
- B. Employees with three (3) or more weeks of vacation may only take two (2) weeks of vacation during the months of June, July and August unless approved by the Superintendent.
- C. If a person employed for a period of twelve months yearly resigns his or her position prior to the completion of the twelve months of employment, he or she shall be entitled to payment of unused vacation leave as follows:

Number of Completed <u>Months of Work</u>	x	Number of Vacation Days <u>Due to Employee*</u>	=	Number of Days to be Paid
12 months		1		

*See Section A above for number of days due.

- D. Vacation may be taken at any time during the year and one week may be carried to the following year.
- E. No more than one (1) from each classification may take vacation at the same time during the school year.
- F. No more than two (2) from each classification may take vacation at the same time during the summer recess.
- G. The superintendent may approve additional requests.
- H. Vacations shall be granted on a first come first served basis.

ARTICLE 23 - WORK WEEK AND OVERTIME PAY

- A. Overtime at the rate of one and one-half times the regular hourly rate of pay will be paid for all hours worked over forty (40) hours during one work week, of Monday through Friday. Absences for personal leave days, deduct days, or vacation days are excluded from the computation of days or hours worked.
- B. Whenever school is closed for any calamity, the school employee shall receive their regular rates of pay (exceptions listed below).
 - 1. Those employees required by their supervisor to report to work will be paid time and a half for hours worked.
 - 2. After allowed calamity days, all days are considered regular work days/ regular pay, and the employee is required to report to work. Applicable to 12 month employees.
 - 3. Start times and hours worked can be adjusted at supervisors discretion based on safety.
- C. Hours worked on Saturday or Sunday will be paid at the rate of one and one-half times the regular hourly rate unless the employee had a vacation day, deduct day, or personal leave day during said 40-hour work week.
- D. When lunchroom personnel are employed to help with banquets, they shall be paid at the rate of one and one-half times the regular hourly rate. When work is performed on a Sunday or a holiday, the rate of two times the regular hourly rate shall be paid for the hours worked.
- E. Custodial overtime shall be offered to custodians qualified to do the overtime work and shall be scheduled on a rotation seniority basis, with those declining to work being placed on the bottom of the listing; in essence, they will be counted as having worked that particular overtime. In the event the eligible custodians refuse overtime and the rotation is complete, the custodian with the lowest overtime shall be required to accept the overtime offered.
- F. When custodians and/or cooks are needed to work at an event sponsored by a non-school group, they are to be paid from the time they begin work for the event until they are able to leave, not from the time the event starts and ends.
- G. When custodians are needed to work at an event sponsored by a non-school group on a Sunday or a holiday, they are to be paid two times their regular hourly rate for the hours worked, pursuant to F above.
- H. Non-school groups in this article are groups like religious organizations, private companies, non-school related community groups, and private citizens, etc.
- I. Employees substituting in the same department will receive their regular rate of pay for hours worked.
- J. All employees will receive regular hourly rate of pay for all time spent in attendance at any mandatory meeting.
- K. All classified employees will receive a minimum of two (2) hours pay at their regular hourly rate when they are requested, and report to work, by their immediate supervisor at

other than their normal working hours when responding to an alarm call, building check, or etc.

- L. When a custodian is requested to work an event outside of their scheduled work time. The employee shall be paid a minimum of 1 hour at his/her regular hourly rate to open and prepare the building for occupancy and paid a minimum of 1 hour at his/her regular hourly rate to close up and secure the building after conclusion of the event.

Article 24 – Wages

A. School employees' placement on the board of Education's adopted schedule shall be based upon training, experience and other qualifications. The Liberty Center Board of Education shall provide the following hourly wages:

LIBERTY CENTER LOCAL SCHOOLS

**OAPSE WAGE SCHEDULE
2013-2014 CONTRACT YEAR**

Step	<u>Bus Driver</u>	<u>Lunchroom Cooks</u>	<u>Lunchroom Aides</u>	<u>Lunchroom Cashier</u>
0	16.90	15.85	15.45	15.65
1	17.05	16.00	15.60	15.80
2	17.20	16.15	15.75	15.95
3	17.38	16.30	15.90	16.10
4	17.68	16.45	16.10	16.25
5	18.48	16.60	16.25	16.40

Step	<u>Custodian</u> (Days)	<u>Custodian</u> (Nights)	<u>Cust/Maint</u>	<u>Secretary</u>
0	16.80	17.00	17.45	16.55
1	16.95	17.15	17.60	16.75
2	17.10	17.30	17.75	16.95
3	17.25	17.45	17.90	17.15
4	17.40	17.60	18.05	17.35
5	17.55	17.75	18.20	17.50

Step	<u>Monitoring Aide</u>	<u>Custodial Aide</u>	<u>Elem. Library Aide</u>	<u>Intervention Aide</u>
0	14.45	15.95	16.10	14.80
1	14.60	16.10	16.25	14.95
2	14.75	16.25	16.60	15.10
3	14.90	16.40	16.85	15.35
4	15.10	16.55	17.15	15.60
5	15.25	16.70	17.30	15.95

Step	<u>Secretary</u> (Hired after 7-1-02)	<u>Longevity</u> Experience	<u>Longevity</u>
0	15.95	10-14 years	+.20 per hour
1	16.15	15-19 years	+.40 per hour
2	16.35	20-24 years	+.60 per hour
3	16.55	25+ years	+.80 per hour
4	16.75		
5	16.90		

**LIBERTY CENTER LOCAL SCHOOLS
OAPSE WAGE SCHEDULE
2014-2015 CONTRACT YEAR**

Step	<u>Bus Driver</u>	<u>Lunchroom Cooks</u>	<u>Lunchroom Aides</u>	<u>Lunchroom Cashier</u>
0	17.35	16.30	15.90	16.10
1	17.50	16.45	16.05	16.25
2	17.65	16.60	16.20	16.40
3	17.83	16.75	16.35	16.55
4	18.13	16.90	16.55	16.70
5	18.93	17.05	16.70	16.85

Step	<u>Custodian</u> (Days)	<u>Custodian</u> (Nights)	<u>Cust/Maint</u>	<u>Secretary</u>
0	17.25	17.45	17.90	17.00
1	17.40	17.60	18.05	17.20
2	17.55	17.75	18.20	17.40
3	17.70	17.90	18.35	17.60
4	17.85	18.05	18.50	17.80
5	18.00	18.20	18.65	17.95

Step	<u>Monitoring Aide</u>	<u>Elem. Library Aide</u>	<u>Intervention Aide</u>
0	14.90	16.55	15.25
1	15.05	16.70	15.40
2	15.20	17.05	15.55
3	15.35	17.30	15.80
4	15.55	17.60	16.05
5	15.70	17.75	16.40

Step	<u>Secretary</u> Hired after 7-1-02	<u>Longevity</u> Experience	<u>Longevity</u>
0	16.40	10-14 years	+.20 per hour
1	16.60	15-19 years	+.40 per hour
2	16.80	20-24 years	+.60 per hour
3	17.00	25+ years	+.80 per hour
4	17.20		
5	17.35		

LIBERTY CENTER LOCAL SCHOOLS

**OAPSE WAGE SCHEDULE
2015-2016 CONTRACT YEAR**

Step	<u>Bus Driver</u>	<u>Lunchroom Cooks</u>	<u>Lunchroom Aides</u>	<u>Lunchroom Cashier</u>
0	17.60	16.55	16.15	16.35
1	17.75	16.70	16.30	16.50
2	17.90	16.85	16.45	16.65
3	18.08	17.00	16.60	16.80
4	18.38	17.15	16.80	16.95
5	19.18	17.30	16.95	17.10

Step	<u>Custodian</u> (Days)	<u>Custodian</u> (Nights)	<u>Cust/Maint</u>	<u>Secretary</u>
0	17.50	17.70	18.15	17.25
1	17.65	17.85	18.30	17.45
2	17.80	18.00	18.45	17.65
3	17.95	18.15	18.60	17.85
4	18.10	18.30	18.75	18.05
5	18.25	18.45	18.90	18.20

Step	<u>Monitoring Aide</u>	<u>Elem. Library Aide</u>	<u>Intervention Aide</u>
0	15.15	16.80	15.50
1	15.30	16.95	15.65
2	15.45	17.30	15.80
3	15.60	17.55	16.05
4	15.80	17.85	16.30
5	15.95	18.00	16.65

Step	<u>Secretary</u> (Hired after 7-1-02)	<u>Longevity</u> Experience	<u>Longevity</u>
0	16.65	10-14 years	+.20 per hour
1	16.85	15-19 years	+.40 per hour
2	17.05	20-24 years	+.60 per hour
3	17.25	25+ years	+.80 per hour
4	17.45		
5	17.60		

- B. Employee's compensation shall be uniform for like positions except for wage increments based upon length of service.
- C. Work stoppages - OAPSE Local 414 agrees that during the term of this contract, its members will not withhold their services, conduct a work stoppage, a work slow-down, or conduct a strike.

- D. Wage Notification - The Liberty Center Board of Education will not be required to furnish notice of annual salary pursuant to Section 3319.082, Revised Code.
- E. Trip Rate: \$12.50 per hour – The bus trip rate will increase to \$13.00 in 2014-15 and to \$13.25 in 2015-16.
- F. Minimum trip pay for trips under three hours for duration of contract: \$35.00
- G. Report Pay for duration of contract: \$33.00
- H. Overnight trip rate for duration for contract: \$150.00

ARTICLE 25 - LIABILITY INSURANCE BENEFITS

The Liberty Center Board of Education will purchase from an insurance company of its choice liability insurance for non-certificated employees pursuant to the provisions of Section 3313.201, Revised Code.

ARTICLE 26 - LIFE INSURANCE BENEFITS

- A. The Board shall purchase from a carrier of its choice a group term life insurance policy in the amount of \$35,000 for each non-certificated employee, plus an equal amount of accidental death and dismemberment coverage.
- B. An individual employee has the option to purchase additional life insurance above that amount paid by the Board at the employee's expense.

ARTICLE 27 - HOSPITALIZATION INSURANCE BENEFITS

- A. As of October 1, 2007 Liberty Center Board of Education will provide health plans the NBHP offers which employees can choose from. If an employee chooses a HDHP they would receive \$500 single or \$1000 family into Health Savings Account. Employees choosing the HDHP may choose to put additional funds of their own into the HSA up to the legal limits.
- B. The Liberty Center Local Board of Education will pay an insurance company of its choice 100% of the individual premium for each employee desiring that plan of coverage with the policy in force.
- C. The Liberty Center Board of Education will pay an insurance company of its choice an amount not to exceed 50% of the family plan premium for each non-certificated employee desiring that plan of coverage. The remaining 50% of the family plan premium will be deducted from the participating employee's salary checks as due.
- D. Except for all bus drivers, employees who are employed for less than 20 hours weekly shall not be eligible for full Board-payment of hospitalization benefits as described above. All employees hired prior to July 1, 1987 shall remain eligible if employed 15 hours weekly.
- E. The Board of Education will pay an insurance company of its choice an amount not to exceed 90% of the family plan premium for non-certificated employees under 10, 11 and 12-month contracts (at 40 hours per week). The remaining 10% of the family plan premium will be deducted from the participating employee's salary checks as due.

- F. **SECTION 125 CAFETERIA PLAN** - The Board of Education will put into place a benefit plan as provided under section 125 of the Internal Revenue Code (the Plan). The plan will include those benefits established in the negotiated agreement and to the extent permissible under current regulations, provide for the tax shelter of any payments required of bargaining unit members for the purchase of those benefits. Any such plan will be subject to change in the event of a change in the applicable tax laws or regulations. The Association will be notified prior to the implementation of any such change.
- G. Employee and family vision insurance is available to all members. The cost will be 100% employee paid.

ARTICLE 28 - DENTAL INSURANCE BENEFITS

- A. The Liberty Center Board of Education will pay an annual amount not to exceed \$450.00 for dental insurance through NBEC or its equivalent. The balance of the premium will be deducted from the participating employee's salary checks as due. It is the choice of the employee to participate or not to participate in this dental insurance plan.
- B. Except for all bus drivers, employees who are employed for less than 20 hours weekly shall not be eligible for full Board payment of dental benefits as described above. All employees hired prior to July 1, 1987 shall remain eligible if employed 15 hours weekly.

ARTICLE 29 - REPORT PAY FOR TRIP CANCELLATIONS

In inclement weather, extra trip drivers will call by telephone the transportation supervisor 30 minutes before the scheduled departure time to see if the trip has been cancelled. If the driver is told by the transportation supervisor to report (and the driver does so), then he or she will be paid report pay in the event the trip is cancelled at a later time because of inclement weather.

ARTICLE 30 - RETIREMENT AND SEVERANCE PAY

- A. The severance pay for non-certificated personnel shall be calculated upon the unused accumulated sick leave to the credit of that employee upon retirement.
- B. Severance pay shall be a one-time lump sum payment to eligible employees according to the following provisions:
 - 1. Eligibility - An employee's eligibility for severance pay shall be determined as of the final date of employment. The following items must be met:
 - i. The individual must retire from the school system. Retirement in this instance means disability or service retirement under the School Employees Retirement System of Ohio.
 - ii. The individual must be eligible for disability or service retirement as of the last day of employment.
 - iii. The individual must within one hundred (100) days of the last date of employment substantiate acceptance into the retirement system by having received and shown the first retirement check to either the Superintendent or the Treasurer for verification of retirement.

- iv. A severance check will be issued for retirees whose severance is less than \$5,000 as required by the Board adopted IRS Section 403(B) Accumulated Leave Plan. This check will be issued with the next regular payroll period following presentation of verification of retirement.
 - v. For retirees with severance greater than \$5,000, the severance will be paid to an IRS Section 403(B) Accumulated Leave Plan as adopted by the Board of Education. The stipend will be paid in one installment following presentation of verification of retirement.
2. Benefit Calculation. The amount of severance pay check due an employee shall be computed as follows:
- i. Severance pay shall be computed upon retirement of a non-certificated employee by multiplying 25% times the total days accumulated unused sick leave. The maximum severance pay allowed will be 55 days.
 - ii. The product obtained in item one shall be multiplied by the hourly rate of pay (appropriate for that individual's placement on the salary schedule) times the hours worked per day, average hours determined by previous 5 years of employment of multiple contracted positions. Employee will notify employer 3 months prior to retirement. This option is for people who have been employed by district for more than 10 years.
3. Receipt of the payment for the accrued but unused sick leave as outlined above when an employee retires under the designation of retirement shall eliminate all sick leave credit accrued by the employee.
- C. An Employee shall have the opportunity for rehire (following mandated separation period required by law) after retiring with the recommendation of the Superintendent.
- 1. All rehires are considered new employees and as such are subject to the probationary period and all applicable contract provisions, and seniority will begin on date of rehire.
 - 2. Retiree must return to work immediately following the required separation period required by law.
 - 3. Retirees will be rehired at step 0 of the wage schedule.
 - 4. District will provide liability and life insurance only.

ARTICLE 31 - PAYMENT OF CHECKS

All employees shall be paid in 26 pay periods every two weeks on alternating Fridays, with salary payments to be made two weeks in arrears. There will not be more than 26 pay periods in a given year. Salary checks will be issued the second Friday following the close of the two-week pay period. All employees will be paid via direct deposits. The district will provide electronic notices of each deposit.

ARTICLE 32 - PAYROLL DEDUCTIONS FOR UNION DUES

- A. The Board agrees to deduct from the pay of school employees dues for the Ohio Association of Public School Employees and the local union, when so authorized in writing by each employee desirous of having such dues deducted.

- B. The deduction shall be made in the salary check(s) received during the months of October through May.
- C. Individual authorization forms for dues deductions shall be furnished by the local association and when executed shall be filed by the local association with the school district treasurer. Authorization for union dues shall continue in effect until such time as the employee requests to withdraw from deductions. Such withdrawal from deductions shall be submitted to the Treasurer between August 21 and August 31. The Treasurer shall notify the union of the withdrawal from deductions.
- D. Dues deductions shall be transmitted, with a list of those whose dues are deducted, by the board treasurer to the state union treasurer. All Local Union dues for the year shall be deducted the first pay in October.
- E. The union agrees to reimburse any employee for the amount of dues deducted by the board and paid to the union whenever the deduction is in excess of the proper deduction and agrees to hold the board harmless from any claim of excessive dues deductions, or any claim resulting from the dues deduction process.

ARTICLE 33 - OTHER PAYROLL DEDUCTIONS

- A. The Board authorizes permission for its regularly employed personnel to participate in a tax sheltered annuity plan. A minimum of six (6) employees must be willing to participate with a particular company before deductions will be made for that company.
- B. The Board of Education shall allow the following Payroll Deductions:
 - Tax Sheltered Annuities
 - People for OAPSE
 - United Way
 - Credit Union
 - Cancer Insurance
 - Income Protection Insurance

ARTICLE 34 - SECRETARIES

- A. All secretaries shall receive a thirty (30) minute duty free lunch period each day.
- B. The employer, understanding secretaries are not medically trained, agrees to assume any and all liabilities resulting from secretaries' handling of medical care provided that the secretary was not intentionally negligent.
- C. Secretarial meetings will be held with administrative staff on a regular basis. The meetings will be scheduled during the work day and employees will be paid if the meeting occurs during the regular work day. Meetings will be a maximum of two hours.

ARTICLE 35 - COMMITTEES

- A. Labor Management Committee - At the request of either party, the Labor Management Committee shall convene to discuss matters of concern for either of the parties. Meetings shall be scheduled monthly during the school year but may be cancelled by agreement of the Superintendent and OPASE President. The Superintendent and Association President

shall be members of the committee and may select not more than four additional persons annually to participate on the committee.

- B. District Insurance Committee - OAPSE will have representation on the District Insurance Committee

ARTICLE 36 - LIBERTY CENTER ALCOHOL AND DRUG TESTING AGREEMENTS

- A. The following items have been agreed to as they relate to Liberty Center Local Schools Alcohol and Drug-Testing Program.

1. The school district will pay for the random and reasonable suspicion tests for alcohol and drug.
2. Drivers being randomly tested will be compensated at their regular hourly rate for the time involved in testing. Drivers will be paid the current mileage rate to and from the test site for random testing.
3. Drivers will be paid their hourly rate for reasonable suspicion testing. The employer shall provide transportation to and from the testing site.
4. The board must require a driver to submit to a controlled substance test if there is reasonable suspicion to believe that the driver has violated the prohibitions of controlled substances. The employer shall provide transportation to and from the testing site.
5. Only the discipline provisions of the CDL Alcohol and Drug Testing Policy shall apply to violations of these standards. Article 7 (Probation/Discipline) of the master contract will not apply to these standards.

- B. CDL Alcohol and Drug Testing Policy

1. Any questions regarding these policies or procedures should be directed to the transportation supervisor.
2. All employees who operate a commercial motor vehicle are subject to this policy. This includes, but is not limited to:
 - i. Any individual holding a CDL who operates a commercial motor vehicle at the direction of or with the consent of the District.
 - ii. For the purposes of pre-employment/pre-duty testing only the term driver includes a person applying to the District to drive a commercial motor vehicle.
3. For purposes of this policy, safety-sensitive functions include:
 - i. All time inspecting equipment as required or inspecting, servicing, or conditioning any commercial motor vehicle at any time.
 - ii. All time spent at the driving controls of a commercial motor vehicle in operation.
 - iii. All time, other than driving time, in or upon any commercial motor vehicle.

- iv. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded or remaining in readiness to operate the vehicle.
 - v. All time spent by the driver performing functions relating to accidents.
 - vi. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
4. Drivers covered by this policy are prohibited from engaging in the following:
- i. Reporting to duty, remaining on duty, or performing a safety sensitive function while having an alcohol concentration of 0.02 or greater;
 - ii. Reporting to duty, remaining on duty, or performing a safety-sensitive function while using a controlled substance (including prescription drugs, unless the physician has advised the driver that the substance does not adversely affect the driver's ability to operate a CMV) or if the driver tests positive for controlled substances;
 - iii. Possessing alcohol while on duty or operating a commercial motor vehicle;
 - iv. Using alcohol or controlled substances while on duty;
 - v. Performing safety-sensitive functions within four (4) hours after using alcohol;
 - vi. Using alcohol for eight (8) hours following an accident in which the driver is required to take a post-accident alcohol test or until the driver undergoes a post-accident alcohol test, whichever occurs first;
 - vii. Refusing to submit to a post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance test.
 - viii. Violation of any of the above prohibitions may result in disciplinary action being taken against the driver.* The driver will be immediately removed from the safety-sensitive position and provided with information regarding the service available for alcohol and substance abuse. In addition, the driver will be evaluated by a Substance Abuse Professional (SAP), and be subject to re-evaluation, return-to-duty testing, and unannounced follow-up testing.
5. A driver is required to report the use of any prescription or non-prescription use of medicines containing alcohol or controlled substances.
6. A driver will be required to submit to testing for alcohol and/or controlled substance under the following circumstances:
- i. Pre-employment testing: Prior to the first time a driver performs a safety-sensitive function, the driver will be tested for alcohol and controlled substances. The driver will not be permitted to perform safety-sensitive functions unless the alcohol test results in a concentration of less than 0.04 and the controlled substance test results are negative.
 - ii. Post-accident testing: As soon as practicable following an accident in which a fatality occurs or in which the driver receives a citation for a

- moving violation arising from the accident, the driver shall be tested for alcohol and controlled substances. The employer shall cease attempts to administer the test eight (8) hours following the accident for alcohol and after thirty-two (32) hours for controlled substances.
- iii. Random testing: A minimum number of drivers (currently 25% for alcohol and 50% for controlled substances) annually will be randomly selected using a scientifically valid method in which each driver will have an equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout the calendar year. When a driver is selected for testing, he/she shall cease doing the safety-sensitive function and proceed to the test site immediately.
 - iv. Reasonable suspicion testing: A trained supervisor or Superintendent may require a driver to undergo testing for alcohol or controlled substances based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver. If a driver is required to undergo testing under this section, the driver must immediately cease to perform the safety-sensitive function and may not continue it until the driver's alcohol concentration measures less than 0.02 or twenty-four (24) hours have elapsed since the observation was made. The employer shall cease attempts to administer the test eight (8) hours after the observation was made.
 - v. Return-to-duty testing: Before a driver who has been found to be beyond the .04 limit for alcohol or legal limits for controlled substances may return to duty in a position requiring the performance of safety-sensitive functions, the driver must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.02 concentration if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances.
 - vi. Follow-up testing: When a driver has been found to be in violation of the prohibitions section of this policy, set out in Section D, and the substance abuse professional has determined that the driver needs assistance in resolving alcohol or substance abuse problems, the driver will be subject to a minimum of six (6) unannounced follow-up tests within the first twelve (12) months as directed by the substance abuse professional.
7. All drug screening and confirmation tests shall be conducted by a laboratory certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs". The Employer and the laboratory shall have a clear and well-documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the Employer and the laboratory shall include an evidentiary chain of custody and control. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to Employer representatives and donors.
 8. All alcohol breath tests shall be administered by a trained breath alcohol technician (BAT) or a law enforcement officer certified to conduct such tests. Only EBT's shall be used along with the prescribed breath alcohol testing form.

9. Refusal to submit to any of the alcohol or controlled substance tests required by this policy will result in the driver's immediate removal from the safety-sensitive functions and may result in disciplinary action. Refusal will be treated as a positive test and the driver will be referred to a counseling program and subject to return-to-duty and follow-up testing. Actions constituting a refusal to submit to a test include:
 - i. Failing to provide adequate breath for alcohol testing; without valid medical explanation.
 - ii. Failing to provide adequate urine for controlled substance testing;
 - iii. Engaging in conduct that clearly obstructs the testing procedure;
 - iv. Failing to remain readily available for a post-accident test.
10. Drivers who have been tested for alcohol with the results showing a concentration of 0.02 but less than 0.04 will not be permitted to perform any safety-sensitive functions for twenty-four (24) hours following administration of the test.
11. Information regarding the effects of alcohol and controlled substance use on an individual's health, work, and personal life, and information about drug and alcohol counseling, rehabilitation, an employee assistance programs is available through the selected Substance Abuse Professional (SAP) and will be periodically provided to employees.
12. Upon written request from the driver, the District will promptly provide copies of any records pertaining to the driver's use of alcohol or controlled substances including the results of any tests. Access to this information will not be contingent upon payment for records other than those specifically requested.

C. RESULTS

1. ALCOHOL

<u>RESULT</u>	<u>CONSEQUENCES</u>
0.00 - 0.0199	--No violation of this rule --Retain records for 1 year
0.02 - 0.0399	--No violation of this rule --Remove for 24 hours --Retain records for 5 years

No citation issued for an accident:

- 1st offense - 1 day paid sick or unrestricted personal leave
- 2nd or more offense - deduction of pay

Citation issued for an accident:

- 1st offense - deduction of pay
- 2nd offense - deduction of pay. It may also result in a suspension without pay and/or recommendation for termination of the employee

- 0.04 & above --Violation of this rule
 - Remove for at least 24 hours
 - Refer to SAP for evaluation and counseling
 - Re-evaluation and Return-to-duty testing with SAP approval
 - Follow-up testing and SAP expenses at expense of employee
 - Driver may be disciplined under this rule
 - Report violation to future employers
 - Retain records for 5 years

No citation issued for an accident:

- 1st offense - 24 hour suspension with deduction of pay; letter of reprimand placed in personnel file
- 2nd offense without citation; recommendation for termination of employee,

Citation issued for an accident:

- If a citation for an accident is issued, it may result in suspension without pay and/or recommendation for termination of the employee.

2. CONTROLLED SUBSTANCES

RESULT

CONSEQUENCES

Negative:

- No violation of this rule
- Records retained for 1 year

Positive:

- Give notice of result and specific drug found
- At expense of employee:
 - Remove until driver completes rehabilitation program recommended and tests negative on return-to-duty test with SAP recommendation to return to duty;
 - Refer to SAP for counseling and evaluation
 - Re-evaluation and Return-to-duty testing
 - Follow-up testing
- Report violation to future employers
- Retain records for 5 years
- Driver may be disciplined under this rule.

No citation for an accident:

- 1st offense; 24 hour suspension with deduction of pay; letter of reprimand placed in personnel file
- 2nd offense; recommendation for termination of employee

Citation issued for an accident:

- Citation for an accident may result in suspension without pay and/or recommendation for termination of the employee.

ARTICLE 37 - COMPLETE AGREEMENT

This Agreement represents the entire agreement between the parties hereto and no other agreement, either oral or written, unless executed by both parties hereto subsequent to the date of this Agreement, shall be effective to bind the parties. This collective bargaining agreement and accompanying Memorandum of Understanding of even date supercede and cancel all previous agreements, commitments and policies applicable to employees represented by the Union, whether verbal or written or based on past practice, and constitute the entire Agreement between the parties hereto and the employees represented by the Union. Further, both parties agree that they had full and adequate opportunity to present proposals, counterproposals and other demands upon the other; and any of these proposals, counterproposals or demands not contained within this Agreement are withdrawn and shall not be the subject of further discussion between the parties during the term of this Agreement. However, this section shall not be construed to foreclose negotiations on items within this Agreement that expire prior to the expiration date of the entire Agreement.

ARTICLE 38 - SEPARABILITY/CONTRARY TO LAW

The terms of this Agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions except as permitted under ORC 4117. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court having jurisdiction over Liberty Center Local School District from whose judgment or decree, no appeal has been taken within the time provided for doing so, such provision shall be null and void. However, the remainder of the Agreement shall remain in full force and effect. The parties to the Agreement shall meet within fifteen (15) school days to negotiate substitute provisions provided however, that said substitute provisions shall not limit or restrict the Board's authority beyond the new law or court opinion. If such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the normal impasse procedures will be used. Upon agreement and ratification by the parties, substitute provisions shall be incorporated into this Agreement by written and signed amendments by the parties hereto. For such cases, all other provisions of this Agreement shall remain in effect for the duration of the contract, except in those sections where a shorter duration is specified.

Consistent with Ohio Revised Code Chapter 4117, this agreement shall supersede and replace in its entirety any and all provisions of Ohio law which are in conflict or inconsistent with any provisions of this agreement.

**ARTICLE 39 - DURATION OF AGREEMENT AND NEGOTIATIONS FOR A
NEW AGREEMENT**

This agreement shall be effective as of July 1, 2013 through June 30, 2016, except as where otherwise specified herein.

OAPSE Local #414

Liberty Center Local Board of Education

Barbara Retcher 9-23-13
President Date

[Signature] 9/25/13
Board President Date
Jon Kundo

Sheri Stacey 9-23-13
Committee Member Date

Kristi A. Thompson 9/19/13
Superintendent Date
Kristi A. Thompson

Karla DeCant 9-23-13
Committee Member Date

Carla Rice 9/23/13
Treasurer Date
Carla J. Rice

Deborah Shaper 9/24/13
Committee Member Date

Stephen Seagrave 6/30/13
Committee Member Date
Stephen Seagrave

Alicia Lussier 9/25/13
Committee Member Date

[Signature] 9/23/2013
Committee Member Date
Donna Eickholt

Debbie Kalinik 9/27/13
Union Representative Date

[Signature] 9/23/13
Committee Member Date
Kevin Sonnenberg