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Negotiated Agreement

Between the

Seneca East Board of Education

And the

Seneca East Classified Staff

STATE EMPLOYMENT
RELATIONS BOARD

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Effective July 1, 2013 through June 30, 2016

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**ARTICLE 1
PREAMBLE**

Recognizing that the paramount aim of the Board of Education of the Seneca East Local School District ("Employer") is to provide its students a high quality education, the Employer and the Ohio Association of Public School Employees/American Federal of State, County, and Municipal Employees ("Union") hereby declares the following:

- A. Pursuant to the Ohio Revised Code, the Employer has the final responsibility of establishing policies for the District.
- B. The Superintendent and his staff have the responsibility of carrying out the policies established.
- C. The classified personnel have the ultimate responsibility of providing the best possible conditions of the classrooms, buildings and grounds, and buses and transportation.

The Employer recognizes the need to establish procedures to provide an orderly method for the Employer and the representatives of the Union to discuss matters of common concern, and to reach a mutually satisfactory agreement on these matters.

**ARTICLE 2
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit described in the Ohio State Employment Relations Board's ("SERB") Order of December 24, 2008 in Case No. 08-REP-02-0024, and more specifically described herein.

- A. INCLUDED POSITIONS: Transportation Coordinator, Bus Driver, Bus Aide, Cafeteria Aide, Cashier, Cook, Head Cook, Custodian, Educational Aide, Secretary, EMIS Coordinator, Special Education Aide, Library/Playground Aide and Sweeper/Cleaner.

Specifically excluded from the bargaining unit and representation by Ohio Association of Public School Employees are the following positions:

- B. EXCLUDED POSITIONS: Technical Coordinator, Bus/Transportation Mechanic, Management Employees, Supervisors, and Confidential Employees as defined by Ohio Revised Code Chapter 4117, and seasonable and causal as defined by SERB.

**ARTICLE 3
NEGOTIATION PROCEDURE**

A. Initiating Negotiations

If either of the Parties desires to negotiate, it shall notify the other party in writing and begin negotiations on a mutually agreed upon date. Said date shall not be later than sixty (60) days prior to the expiration date of this Agreement. Upon receipt of a written request for the opening of negotiations, the Employer or the Union shall issue a Notice to Negotiate to SERB and the other party in accordance with Ohio Revised Code Section 4117.14.

B. The scope of negotiations shall be all matters pertaining to wages, hours, or terms and conditions of employment.

C. Ground Rules

The following ground rules shall be in effect unless modifications are agreed upon by both Parties:

1. At any negotiation session, either Party may be represented by no more than five (5) representatives and up to one (1) consultant.
2. Before each negotiation session adjourns, the time and place for the next session shall be mutually agreed upon by the chief negotiators. Meetings shall be in executive session.
3. Prior to and during negotiations, the Parties agree to furnish, upon written request and in a reasonable time, available information as will assist the Parties in the development and evaluation of proposals.
4. Either team may call a caucus at any time.
5. As negotiation items receive tentative agreement, such items shall be reduced to writing and initialed by a representative of each Party. No item shall be considered final until agreement has been reached on the entire package.

D. Dispute Resolution

1. If, after forty-five (45) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either Party may call for the services of the Federal Mediation and Conciliation Service ("FMCS") to assist in negotiations and dispute resolution. If either Party calls for FMCS involvement, the other Party shall join in a joint request.
2. In the event that all attempts to reach agreement through mediation have failed and the Parties are unable to reach agreement within fifteen (15) days prior to the expiration of the existing Agreement or any extension thereof, then the Union shall have the right to proceed in accordance with Chapter 4117 of the Ohio Revised Code to give notice of its right to strike and to exercise that right.

E. Agreement

When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Union for ratification. Following ratification by the Union, the Agreement shall be submitted to the Employer for adoption. Upon adoption by the Employer, the Agreement shall be signed by both Parties. Both the Union representative(s) and the Employer representative(s) shall recommend and urge approval.

F. Printing of Agreement

The Employer shall type the final Agreement and shall forward a copy to the Union. The Parties agree that the Agreement shall be printed within ninety (90) days of the conclusion of negotiations or within thirty (30) days if negotiations continue beyond the start date of the successor agreement. The cost of printing shall be at the expense of the Employer.

G. Post-Ratification

Following ratification by the Union and subsequent approval by the Employer, the Employer's representative shall type, format and produce copies of the Negotiated Agreement for review by the Union representatives. As soon as practical following review by the Union, the Employer shall print as many copies of the Agreement as is necessary so that each member of the Union shall have a copy. Further, the Employer shall print an additional twenty (20) copies of the Agreement for distribution to administrators and/or the Union, whichever is necessary.

ARTICLE 4 MANAGEMENT RIGHTS

A. This Agreement is not intended to interfere with, abridge or limit the Employer's right to manage the District. In order to operate the District and except as expressly and specifically limited or restricted by a provision of this Agreement, the Employer reserves and retains in full, exclusively and completely, any and all management rights, prerogatives, and privileges previously vested in or exercised by the Employer.

B. In no event shall any right, function, or prerogative of management ever be deemed or construed to have been lost, modified, diminished or impaired by any past practice or course of conduct or otherwise than by an explicit provision of this Agreement. Specifically, but without in any manner limiting or affecting the generality of the foregoing, it is distinctly understood and agreed that this Agreement does not affect and shall never be deemed or construed to limit in any way the Employer's right in its sole discretion and judgment to plan, direct, control, increase, or decrease the operations; the right to determine whether the operations or any part thereof continue; the right to establish new jobs and job categories and to abolish, combine, or change existing jobs, categories and their job duties and requirements thereunder; the right to schedule and assign or reassign work duties for regular or overtime work and to establish reasonable standards in accordance with its determination of the needs of the jobs, employees, shifts, and/or the number of working hours per day or per week; the right to determine shift schedules and change such scheduling; the right to determine the method of funding each benefit including the identity and selection of the carrier or trustee. The Employer shall be the sole judge of applicants for

employment as well as employee qualification, physical fitness and the skills required for each job category and the qualifications and quality standards necessary for any of the jobs it may have or may create in the future and whether such standards and levels are being met; the Employer shall determine the number of employees it shall employ at any one time, the number assigned to any particular function, job category, division, or assigned area, the policies affecting the selection and training of new employees, and the right to establish, revise or discontinue such policies, practices, procedures, rules and regulations for the conduct of business, and from time to time to change, amend, modify or abolish such policies, practices, rules and regulations.

- C. The Employer shall also have the right from time to time in its sole discretion and judgment to make and enforce such reasonable new rules applicable to employees covered by this Agreement and to establish, rescind, enforce, change, abolish or modify existing rules applicable to employees covered by this Agreement as it may from time to time deem necessary or advisable. However, the Employer will review and discuss rule changes with the Union prior to the implementation of the same subject to the Union's right to use the grievance procedure.
- D. Any rights granted to or acquired by the employees or the Union under this Agreement or during its life shall have no application beyond the terms of this Agreement or after this Agreement has terminated until a renewal thereof
- E. The failure of the Employer to exercise any power, function, authority or right reserved or retained by it, or the exercise of any power, function, authority or right in particular manner shall not be deemed a waiver of the right of the Employer to exercise such power, function, authority or right, or to preclude the Employer from exercising the same in some other manner.

ARTICLE 5 PAYROLL DEDUCTION

The Employer agrees to make all deductions required by Federal, State and Local law and all other deductions required by this Article.

- A. **Technology**
Deductions when requested will be provided if adequate technology exists for these deductions. As technology becomes available the Employer reserves the right to use this technology to make and transmit all deductions.
- B. **Union Membership Dues**
Authorization for deductions of dues for the Union shall be filed by October 15 and the deductions shall be twenty-six (26) equal installments and sent to the state office by the employer.
- C. **PEOPLE Deduction**
The Employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this

provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

- D. It is agreed that neither the employees nor the Union shall have any claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer, in writing one (1) calendar year of occurrence after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected by a mutually agreed upon process between the parties involved. The Employee may have a Union representative negotiate the process on their behalf.
- E. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of its compliance with the provisions of this Article, and that the Union shall indemnify, defend, and hold harmless, the Employer, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Employer, its officers, officials, agents or employees in complying with this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 6 FAIR SHARE

FAIR SHARE

- A. All employees in the bargaining unit whose sixty (60) calendar days from date of hire are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment. All employees hired prior to or after July 1, 1988, who do not become members in good standing of the Union shall pay a fair share to the Union effective sixty (60) calendar days from the employee's date of hire as a condition of employment. The fair share amount shall be certified to the employer by the Treasurer of the local Union. The deduction of the fair share fee from any earnings of the employee shall be automatic, and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deducted as provided herein. Any employee having a religious objection to paying the fair share fee shall be subject to an alternative contained in 4117.09(C) of the Ohio Revised Code. OAPSE shall indemnify and hold the Board, and any of its agent, harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, action taken by the Board for the purpose of complying with any of the provisions hereof.
- B. The deduction shall be made in twenty-six (26), two per month, installments, September through August for all bargaining unit employees.
- C. Dues deductions shall be transmitted by the Treasurer to the State Association Treasurer within ten (10) days after such deductions are made.

**ARTICLE 7
NO STRIKE/NO LOCKOUT**

Inasmuch as this Agreement includes a procedure for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services essential to providing students a high quality and well-rounded education. Nothing herein shall restrict any statutory rights of the Employer or Union to act in regard to an illegal strike by bargaining unit members.

A . No Strike

Bargaining unit members agree that they will not cause, actively support, or sponsor any Strike, slow-down, or other work stoppage during the term of this Agreement. In the event that a member(s) violates this provision, the Employer shall notify the Union by certified mail that one or more of the bargaining unit members are engaged in prohibited activity as set forth in this Article. The Union shall immediately order such employee to resume normal work activities and return to work.

B . No Lockout

In recognition of this continuous performance pledge, the Employer agrees that there will be no lockout of bargaining unit members except if such lockout is a result of the Employer's inability to pay which results in the closing of all regular Schools.

**ARTICLE 8
LABOR MANAGEMENT MEETINGS**

In the interest of sound labor/management relations, the representatives of the Employer and the representatives of the Union shall mutually agree to meet and discuss issues other than those addressed in this Agreement. Subject to the above, the Party requesting the meeting must provide the other Party a proposed meeting date along with an agenda of topics to be discussed. All meetings shall be held after normal working hours and shall not exceed one (1) hour unless mutually agreed to. Employees shall not be paid for attendance at Labor Management Meetings.

**ARTICLE 9
PLACEMENT ON BOARD AGENDA**

Should the Union President desire to address the Board at any regular or special meeting, the Union President shall notify the Superintendent ten (10) days prior to the Board meeting. In such event the Union President shall be permitted to address the Board during the "open to the public" segment of the meeting. The Union President shall be placed on the Employer's notice of meeting distribution list.

**ARTICLE 10
VACATIONS**

A . Full-time Employee Defined

For purposes of this Article, full-time employees are those who hold contracts for eleven (11) months or more and whose normal work week includes five (5) days of service for eleven (11) months in each calendar year.

- B. **Vacation Eligibility**
Full-time employees shall be entitled to vacation leave in accordance with the following schedule:

TIME WORKED	WEEKS PAID VACATION
Nine (9) Months	One (1) Week
In the Second Year of Service	Two (2) Weeks
After Eight (8) Years	Three (3) Weeks
After fifteen (15) Years	Four (4) Weeks

- C. **Carrying Over Vacation Leave**
Employees entitled to vacation leave under this Article may carryover one (1) week of vacation. A week of vacation is defined to mean five (5) work days.
- D. **Death of Non-teaching Bargaining Unit Member**
In case of the death of a non-teaching employee, the unused vacation leave for the immediate past two (2) contract years and the prorated unused vacation leave for the current year shall be paid to the surviving spouse or other dependent.

**ARTICLE 11
HOLIDAYS**

- A. **Eleven (11) and Twelve (12) Month Employees**
Eleven (11) and twelve (12) month employees shall be paid at their regular rate for holiday hours each year. The holidays are as follows:

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

- B. **Employees under Ten (10) Months**

Employees who are employed for less than ten (10) months shall be paid at their regular rate for holiday hours each year. The holidays are as follows:

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

- C. **Eligibility**
To be eligible for payment under Sections A and B of this Article, the employee must work the regular workdays before and after the holiday or be on paid leave on the days before and after the holiday.

D. Holiday Pay

When an employee is required to work on a paid holiday, he/she shall be granted Pay for the holiday at their regular rate of pay, plus their regular rate of pay for all time worked on a contracted holiday. If an employee voluntarily works a holiday for compensatory time, it will be based on regular rate of pay or equal hours.

All Holidays worked must be approved by the Superintendent.

**ARTICLE 12
PERSONAL LEAVE**

Each employee shall be granted three (3) personal days each school year. Personal leave must be taken in half or whole day increments. Employee must notify the Superintendent or his/her designee three (3) work days in advance prior to taking personal days, except in unforeseen circumstances

Employees who do not use all their personal days in a contracted year, will have the option of having the number of personal days not taken, added to their accumulated sick leave, or shall be paid for their unused personal days at the substitute rate for their position.

**ARTICLE 13
SICK LEAVE**

A. Employees shall accrue sick leave at the rate of 1 ¼ days per month up to a maximum of fifteen (15) days per year. New employees shall be granted five (5) sick leave days in advance which shall be part of the total days accumulated in the year. If an employee is awarded another position with a greater number of work hours in a work day or if an employee's work hours in a work day are increased, the employee's accumulated sick leave days shall be converted to sick leave hours to establish the correct number of sick leave days in the new or restructured position.

B. Sick leave may be used as follows:

1. Employees may use sick leave for personal illness, pregnancy, injury or exposure to a contagious disease which is communicable to others;
2. Employees may use sick leave for illness or injury of an immediate family member defined to include the employee's husband, wife, son, daughter, mother, father, all in-laws siblings, grandchildren, grandparents, ward, and stepchildren, Stepparents and any other dependent or relative who have assumed similar positions.
3. Employees may use sick leave subject to the restrictions set forth above in the event of a death of an immediate family member. Immediate family member is defined in Section 2 of this Article. If the immediate family member's death occurs in the State of Ohio, the employee may use a maximum of three (3) sick leave days. If the immediate family member's interment service is located outside the State of Ohio, the employee may use a maximum of five (5) sick leave days. In the event of the death of an

aunt or uncle or first cousin, or close friend, employees may take the day of the burial/cremation service as a sick day.

4. Additional paid time off may be granted by the Superintendent upon request of the employee.

C. General Provisions

1. Employees must take sick leave in half or whole day increments.
2. If an employee utilizes sick leave for more than five (5) consecutive days, the employee must provide a doctor's excuse justifying the use of sick leave.
3. An employee may accumulate a maximum of 260 sick leave days

**ARTICLE 14
FAMILY MEDICAL LEAVE**

The Family and Medical Leave Act ("FMLA") of 1993, 29 USCS § 2601, et seq., allows employees to balance their work and family life by taking reasonable leave for certain family and medical reasons. It is the policy of the Employer to fully comply with all of its obligations under the FMLA, and to make every effort to ensure that bargaining unit members are aware of their obligations as well. Pursuant to the FMLA, an eligible bargaining unit member may elect to take up to twelve (12) weeks of unpaid leave during a twelve (12) month period. The Employer shall require an employee to use accrued sick leave before going into an unpaid status. The federal regulations set forth in Title 29, Part 825 of the Code of Federal Regulations shall govern a bargaining unit member's entitlement to FMLA leave.

A. Eligible Bargaining Unit Member

FMLA leave is available only to bargaining unit members who:

1. Have been employed by the Employer for at least twelve (12) months; and
2. Have been employed by the Employer for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

B. Circumstances Qualifying for Leave:

1. For birth of a son or daughter, and to care for the newborn child;
2. For placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the

functions of the employee's job;

5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; and
6. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

C. **Serious Health Condition**

A serious health condition for purposes of entitlement to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care. Incapacity means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from. A serious health condition involves continuing treatment by a health care provider as provided in 29 C.F.R. 825.115.

D. **Leave for pregnancy, birth, or adoption**

An eligible bargaining unit member may take FMLA leave for pregnancy or birth or for adoption or foster care. An employee's entitlement to leave for birth expires at the end of the 12-month period beginning on the date of the birth. An employee's entitlement to leave for adoption or foster care expires at the end of the 12-month period beginning on the date of placement.

E. **Spouse Employed with the District**

If the bargaining unit member's spouse works for the Employer, the bargaining unit member and his/her spouse are limited to a combined total of twelve (12) weeks of leave during any 12-month period if the leave is taken for the birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement, or to care for the employee's parent with a serious medical condition. However, where the bargaining unit member and his or her spouse use a portion of the total twelve (12) week FMLA leave for either the birth of a child, for placement for adoption or foster care, or to care for a parent, the husband and wife would each be entitled to the difference between the amount he or she has taken individually and twelve (12) weeks for FMLA leave for other purposes. For example, if each spouse took six (6) weeks of leave to care for a newborn child, each could use an additional six (6) weeks due to his own serious health condition or to care for a child with a serious health condition.

F. **Leave because of Qualifying Exigency**

An eligible bargaining unit member may take FMLA leave while the employee's spouse, son, daughter, or parent is on active military duty or call to active duty status if one or more "qualifying exigencies" exist. A "qualifying exigency" shall be only those listed in 29 C.F.R. § 825.126.

G. **Leave to Care for Covered Service member**

An eligible bargaining unit member may take FMLA leave to care for a covered service member

with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. Whether a covered service member is the bargaining unit member's spouse, son, daughter, parent, or next of kin shall be determined as provided for in 29 C.F.R. § 825.122.

ARTICLE 15 ASSAULT LEAVE

- A. Any employee who is absent due to a physical disability resulting from an assault upon said employee that occurs on the Employer premises, while in attendance at an official school function, or in the course of said employee's employment shall, subject to the approval of the Superintendent or designee, be granted assault leave up to a maximum of thirty (30) calendar days. During such assault leave, said employee shall be maintained on a full-pay basis.

- B. Assault leave may not be granted under this policy unless the employee in question:
 - 1. Has a signed written statement justifying the granting and use of assault leave. Said statement shall be upon forms approved by the Employer, which will include the circumstances and events surrounding the assault, including the location, date, and time of the assault, plus names and addresses of witnesses, if known. Additionally, the employee must file an incident report with the appropriate legal authorities.

 - 2. Provides a certificate from a licensed physician stating the nature and duration of the physical disability and the necessity of absence from regular employment.

 - 3. Provides a statement that he/she will not work to gain income for the duration of the assault leave.

- C. Assault leave shall not be charged against sick leave earned or earnable by the employee, and will be used before sick leave is used. Falsification of any of the above signed statements or the physician's statement shall be grounds for suspension or termination of employment under Ohio Revised Code Section 3319.81.

ARTICLE 16 CALAMITY DAYS

During the term of the Agreement, the Employer shall comply with the laws of the State of Ohio regarding calamity days.

**ARTICLE 17
JURY DUTY**

Staff members shall report to their **Supervisor** when they are called for jury duty or subpoenaed as a witness. Staff members who choose to serve on a Jury will not be penalized for doing so. They will receive full pay, if they endorse the check received from the court or pay the amount shown on their record slip less travel allowance within fifteen (15) days of return from jury duty. While on jury duty, staff members are required to report daily their schedule for the following day, and must report to work when excused for a day or more or suffer loss of pay. The time spent on jury duty will not be charged against personal leave and will count as time on-the-job. Staff members must submit to the Treasurer a record from the courts of the number of days served.

**ARTICLE 18
SENIORITY**

System Seniority is defined as the length of continuous employment with the Employer as computed from the employee's most recent date of hire in the bargaining unit. In the event two (2) or more employees have the same date of hire, their order of seniority will be determined as follows:

- A. First — The date of the Employer meeting at which the employee was hired.
- B. Second — The first work day on the job as a regular employee in the bargaining unit.
- C. Third — A flip of a coin, or in the case of three (3) or more than three (3), a drawing of a lot will take place. At the time of these determinations, the Union President will be present with the individuals involved.

Board approved medical leave shall not constitute a break in continuous service provided that such leave does not exceed two (2) years.

**ARTICLE 19
LAYOFF AND RECALL**

- A. When a reduction in the workforce is necessary due to a decrease of work, insufficient funds, and reorganization or other legitimate business or educational purpose(s) which determination shall belong exclusively to the Employer, the Employer shall determine in which positions or job classifications the layoff(s) shall occur. The Union president shall be notified in writing by April 1st of each year. Affected employees will be notified in writing by May 1st of each year.
- B. In determining which bargaining unit member shall be laid off within a classification(s), the Employer shall first layoff probationary bargaining unit members in that classification, then the least senior bargaining unit member(s) in the affected classification, based on district seniority, unless it is determined to abolish a particular position within a classification in which event the bargaining unit employee holding that particular position shall be laid off.

- C. A laid off employee has the right to displace an employee with less seniority in the following order, provided the laid off employee has more district seniority than the person they are displacing.
1. First, within the classification position from which the employee was laid off with the equivalent hours and days.
 2. Second, an employee who is displaced by a more senior laid off employee has the option of displacing the least senior employee within his/her classification who normally works the equivalent number of hours and days.
 3. Third, employees who are laid off or displaced from their positions within one classification have the right to displace an employee with less seniority from a different job classification provided the employee has previously held a position within that classification within two (2) years; or
 4. Fourth, a laid off employee who has not been able to displace another employee as provided above can displace a cook or sweeper/cleaner provided the laid off employee can do the work of a cook or sweeper/cleaner whichever is applicable.
- D. A laid off or reduced employee shall be subject to recall or restoration in reverse order of the layoff. Notice of recall will be sent by certified mail to the last address given to the Employer by the bargaining unit member. A copy of the notice of recall will be given to the Union President. If a bargaining unit member fails to respond in writing by certified mail or by personal visit to the Employer's office within five (5) days, he/she will be deemed to have refused the position offered.
- E. District Seniority shall be defined as the total length of employment in the Seneca East School District. Authorized leaves of absence under one year do not constitute a break in continuous service. In the case of identical seniority, the following criteria shall be applied:
1. Date of Employer action on employment (Board Minutes); or
 2. Toss of Coin.

ARTICLE 20 VACANCY NOTIFICATION

- A. All vacancies that occur prior to the closing of school shall be posted on a bulletin board for a period of five (5) work days. All postings shall include the job title, approximate number of hours, rate of pay and a general description of the qualifications needed for the position. Nothing herein shall be construed as a limitation on the Employer's right to change the number of hours worked in the position. A vacancy is defined as a position either a newly created set of duties or a position that existed and was vacated by another employee.

- B. A position is considered vacant when the Employer determines it will fill the position and;
1. an employee dies;
 2. an employee resigns;
 3. an employee retires;
 4. a new position is created;
 5. an employee is reassigned to another position within the district;
 6. an employee's contract is non-renewed; or
 7. an employee is terminated.
- C. When a vacancy is filled, it must be filled by a contracted employee within 30 days of the time it occurred.
- D. Replacement of an employee is not defined as a vacancy.
- E. A position may not be filled other than temporarily, such as due to an employee on leave, by a non contracted employee.
- F. Employees interested in posted vacancies shall indicate such interest in writing to the Superintendent within five (5) work days from the date of the posting or within five (5) days from the date of mailing of the posting, whichever is applicable. Replacement of an employee on leave is not defined as a vacancy.
- G. When a vacancy occurs during the summer months, the employer shall notify employees of the vacancy in their pay checks. For vacancies occurring during the summer, employees must leave a vacation address and telephone number with the Superintendent if they wish to be considered for these vacancies.
- H. When current employees apply for a vacant position the most senior qualified employee will be awarded the position. Qualifications shall be determined by the Superintendent and included in the posting.
- I.. All vacant positions will be offered to current employees prior to hiring from outside the system if they meet all qualifications in the positing.
- J. An employee bidding into a new position within the system shall have a ten (10) day trial period without losing the right to return to their previous position. If an employee returns to a previous position, they do so with no loss of pay, seniority, or other benefits. This policy shall not in any way infringe upon the Employer's authority to hire qualified people for a vacancy.
- K. Extracurricular openings shall be posted on each bulletin board and in email as vacancies occur.
- L. The Employer shall provide one (1) bulletin board in each of the follow areas, the cafeteria hallway, staff mail room, and bus garage. Upkeep of the bulletin boards shall be the responsibility of the Union.

**ARTICLE 21
PERSONNEL FILE**

The Ohio Revised Code shall be followed with regard to personnel files. Any employee can request to see, upon reasonable notice, and will be permitted to examine his/her personnel file, as long as the employee does not remove any article(s) from the file. The supervisor must be present while the employee is examining his/her personnel file.

**ARTICLE 22
DISCIPLINE**

- A. An employee shall be disciplined only for just cause. No employee shall be disciplined, demoted, suspended, or removed, except for those reasons provided in Ohio Revised Code Section 3319.081 to include incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of written rules, regulations or policies of the Employer or any other failure of good behavior or any acts of misfeasance, malfeasance, or nonfeasance in office.
- B. The principles of progressive discipline shall be applied except, when in the sole opinion of the Superintendent, the severity of the offense merits moving to a higher level of discipline. The levels of progressive discipline include written reprimand, suspension and termination.
- C. An employee shall receive a copy of a written reprimand or other disciplinary action within ten (10) working days. A copy shall also be placed in the employee's personnel file.
- D. Before implementing a suspension or discharge of an employee, the Superintendent or his/her designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain the alleged misconduct. The employee has the right to be accompanied to the conference by a Union Representative. This conference shall be scheduled by the Superintendent or his/her designee as promptly as possible. Notice of the hearing shall be given to the Union President and the employee at least three (3) days prior to the scheduled hearing. If the Superintendent or his/her designee determine that the employee's continued presence in employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may suspend the employee with pay for up to three (3) days pending determination of the disciplinary conference.
- E. When imposing a suspension or discharge, the Superintendent or his/her designee shall sign a written notice of suspension or discharge stating the grounds for the action. A copy shall be provided to the employee and to the Union President.
- F. Discipline is subject to the grievance procedure provided written reprimands shall only be grievable through Step 2 of the grievance process. The employee may rebut a written reprimand which shall be placed in the employee's personnel file.
- G. All discipline shall be deemed inactive after three (3) years provided no intervening discipline has occurred. Disciplinary records shall be maintained in keeping with the Employer's Public Records Retention and Removal Policy.

**ARTICLE 23
DRUG FREE WORKPLACE**

The Employer may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense. The conviction, guilty, or no contest plea of an employee for unlawfully possessing, using, manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

**ARTICLE 24
GRIEVANCE PROCEDURE**

A. Definitions

1. Grievance — the term "grievance" shall mean a claim by an employee(s) that there has been a violation, misinterpretation, or misapplication of the language in this Agreement.
2. Days — the term "days" shall mean all weekdays, except Saturday, Sunday, legal holidays or school calendar days not in session.
3. Grievant — the term "grievant" shall mean the employee(s) initiating a grievance or the Union.
4. Appropriate Supervisor — the "appropriate supervisor" refers to the lowest level administrator having the authority to resolve the grievance.

B. Procedural Steps

Informal: The employee and his/her building principal are directed to resolve problems through free and informal communications. Should such communications fail to resolve the problem, then the individual shall indicate that the meeting should be considered the informal meeting of the grievance procedure and file a written grievance utilizing the following procedure.

Step 1: Within 10 work days following an incident giving rise to the grievance, the grievant may file a formal grievance on a form to be supplied by the Union Representative. This form will be filed with the appropriate supervisor by certified or hand-delivered mail, return receipt requested.

Within ten (10) work days after the receipt of the notification to the appropriate supervisor, a meeting shall take place between the appropriate supervisor, the grievant and a representative of the Union. The appropriate supervisor shall have the option of being accompanied by another administrator, not the Superintendent, during this meeting. The answer to the grievance shall be given in writing to the grievant and the Union Representative within ten (10) work days of this meeting.

Step 2: If the grievant is not satisfied with the disposition in Step 1, the grievant may within 10 work days submit a written appeal to the Superintendent. Within 10 work days after receipt of the appeal to the Superintendent a hearing shall be scheduled. The grievant shall have the right to request a hearing before the Superintendent and be accompanied by a representative of the Union at the

hearing. Within 10 work days of the hearing, the Superintendent shall indicate his disposition of the grievance in writing to all parties involved.

Step 3: If the grievant is not satisfied with the disposition of the grievance through Step 2 and the grievance involves a suspension, termination or an alleged violation of this Agreement that has a monetary impact on the grievant (hereinafter "appealable grievance"), he/she may, within 10 (ten) work days from the receipt of such disposition, submit a written appeal to the Employer. The Employer shall schedule a hearing for the appealable grievance to be held within thirty (30) days of the receipt of the Step 3 appeal. The grievance hearing shall be scheduled and placed first on the Employer's agenda and shall be held in open or executive session at the option of the Union. The decision on the appealable grievance at level three shall be rendered by the Employer and shall be given in writing to the grievant and the Union President within 10 (ten) work days of the Employer's hearing.

Step 4: If the grievant is denied the appealable grievance at Step 3, the grievant may ask the Union to submit it to binding arbitration. If the Union agrees to submit the appealable grievance to binding arbitration it shall notify the Employer of its intent to proceed to binding arbitration.

Within Ten (10) of the next Employer meeting held after receipt of notification of the intent to proceed to binding arbitration, the Employer shall notify the Union whether it will agree to proceed to binding arbitration. If the Employer elects not to consent to binding arbitration, then the Union may proceed to the court of common pleas as a final resolution.

If the Employer agrees to binding arbitration, the arbitrator shall be selected from a list of arbitrators supplied by the American Arbitration Association or FMCS (Federal Mediations Conciliation Services.) All procedures relative to binding arbitration shall be according to the voluntary rules and regulations of the American Arbitration Association and FMCS if chosen. The selection of arbitration services will be selected by mutual consent between the parties.

The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential. The decision of the arbitrator shall be final and binding on the Employer, the grievant, and the Union.

The costs for the arbitrator and hearing room shall be borne by the losing party. Each party shall bear its own costs if court of common pleas is used as Step 4.

C. General Provisions or Conditions

1. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to an interested party, the time limits set forth herein shall be reduced by the Union President and Superintendent so that the grievance procedure may be exhausted prior to the end of the school term or as soon as practicable thereafter.
2. All communications regarding grievances shall be reduced to writing and hand-delivered or mailed by certified mail return receipt requested.

3. Meetings and hearing held under this procedure up through and including Step 3 shall not be held during the school day.
4. All interested parties shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay and/or benefits.
5. A grievance may be withdrawn at any level without prejudice or record.
6. The Union has the exclusive right to file grievances and to be present at the adjustment of any and all grievances.
7. Grievance forms shall be exhibited in the Appendix of this Agreement and it shall be the exclusive right of the Union to issue forms to the grievant.
8. The fact that a grievance is alleged by an employee(s), regardless of its ultimate disposition, shall not be recorded in the employee's file, nor shall the employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.
9. The Union has the exclusive right to determine whether to proceed to the arbitration step of the procedure.
10. Timelines for any Step in this procedure may be extended upon mutual consent.

**ARTICLE 25
HEALTH INSURANCE**

A. Coverage

Employees eligible for health insurance under this Article shall be entitled to the benefits provided by the Employer's health insurance carrier as may be amended from time to time. The Employer shall maintain a summary of benefits in the office of the Treasurer which shall be available for employees to review upon request during normal hours of operation. Please refer to addendum for eligibility.

B. Payment for Employees hired prior to November 15, 2010

1. November 15, 2010 through June 30, 2011
The required employee premium contributions shall remain the same during the 2010-2011 school year.
2. July 1, 2011 through June 30, 2012
Effective July 1, 2011, an employee opting for a "single plan" or a "single +1 plan" shall pay thirteen percent (13%) of his premium costs. An employee opting for a "family plan" shall pay eighteen percent (18%) of his premium costs. Furthermore, the spouse of an employee is eligible for coverage under the health insurance plan only if he enrolls for coverage under any other group health coverage available to the spouse as a full-time employee at his/her own place of employment. Therefore, if other group health coverage is

available to the spouse through his employer, then he must enroll in such other coverage as a primary to be eligible to enroll for secondary coverage under this Plan. The employee must provide documented evidence of any denial of other coverage that would make the spouse eligible for coverage under this Plan. The spousal eligibility requirement does not apply to: (a) a spouse not working full-time; (b) spouse whose employer does not offer medical coverage; or (c) a spouse whose employer requires a contribution of more than 30% of the cost/premium for the least costly benefit plan available.

3. July 1, 2012 through June 30, 2013
Effective July 1, 2012, an employee opting for a "single plan" or a "single +1 plan" shall pay fifteen percent (15%) of his premium costs. An employee opting for a "family plan" shall pay twenty percent (20%) of his premium costs.

B. Employees hired on or after November 15, 2010

1. **Payment and Spousal Eligibility**
An Employee hired on or after November 15, 2010 must pay twenty percent (20%) of his premium costs. Furthermore, the spouse of an employee is eligible for coverage under the health insurance plan only if he enrolls for coverage under any other group health coverage available to the spouse as a full-time employee at his/her own place of employment. Therefore, if other group health coverage is available to the spouse through his employer, then he must enroll in such other coverage as a primary to be eligible to enroll for secondary coverage under this Plan. The employee must provide documented evidence of any denial of other coverage that would make the spouse eligible for coverage under this Plan. The spousal eligibility requirement does not apply to: (a) a spouse not working full-time; (b) spouse whose employer does not offer medical coverage; or (c) a spouse whose employer requires a contribution of more than 30% of the cost/premium for the least costly benefit plan available.
2. **Minimum Hour Requirements**
An employee who works less than seven hundred and forty (740) hours shall not be eligible to participate in the Employer's health insurance program. An Employee who works more than seven hundred and forty (740) hours but less than one thousand and forty (1040) hours may participate in the Employer's health insurance program, if otherwise eligible, provided that such employee pays his entire premium cost. If both a husband and a wife are employed by the Employer, their hours will be added together and their benefit eligibility will be based upon the total number of hours worked by both spouses

- C. **Payment in Lieu of Medical Insurance**
An employee eligible for medical insurance, through the Employer, may decline medical insurance and in lieu thereof shall be paid a lump sum of \$1,200 for each complete year in which the employee opts out of the Employer's insurance coverage. The employee shall receive said payment on the 26th pay of the insurance contract. New employees opting out of the Employer's medical insurance shall refer to health insurance appendix for their benefit information.

**ARTICLE 26
WAGES**

Employees shall be paid in accordance with the salary schedule attached to this Agreement.

Wages to increase base rates by 2% 2013 - 1% 2014 - 1% 2015

All employees will be paid in twenty-six (26) equal installments on Fridays for each contract year. All employees must participate in the direct deposit payroll system. Employees are responsible for getting extra time, overtime sheets, and trip tickets to their supervisor's office by 9:00 a.m. On delay days a 10 a.m. deadline will be honored. Monday at the end of each pay period. The Treasurer is required to provide an Annual Salary Notice to all employees by August 1st of each year.

**ARTICLE 27
SALARY SCHEDULE PLACEMENT**

For purpose of placement on the salary schedule, July 1 shall be used as the anniversary date. All new employees shall be placed at a step on the salary schedule in the position in which they are employed unless the employee has prior experience in which case the Superintendent shall place the employee at the appropriate step. The Superintendent shall not advance a new employee more than four (4) steps on the salary schedule. Current employees who hold one position and switch to another position will retain district seniority in regards to the placement on wage steps in the new category. Current employees adding a second position shall be placed at the step appropriate for their district seniority. A workday is defined as working the actual number of hours assigned to the position in the building assignment.

All employees shall be placed on the salary step that reflects their actual years of service to the District, or their agreed upon experience with the system if they have started at higher than step one (1)

Once an employee is hired at a step reflecting agreed upon experience, they shall progress in succession from that step as all other employees.

**ARTICLE 28
HIGHER CLASSIFICATION PAY**

If an employee is assigned to a higher classification position, the employee shall be paid at the rate of pay normally paid for that job classification, at their years of service it is the responsibility of the employee to note the time worked in the higher classification as provided above on the time sheet designated by the Treasurer.

**ARTICLE 29
MILEAGE REIMBURSEMENT**

The Employer shall adopt a mileage reimbursement rate equal to the IRS reimbursement rate at its annual organizational meeting. Employees directed by the Superintendent or his/her designee to utilize their personal vehicles for school district business shall be paid for their mileage at the Employer adopted rate. Employees shall be required to complete mileage reimbursement forms prior to receiving payment.

**ARTICLE 30
SEVERANCE PAY**

Severance pay shall be a one-time, lump sum payment to eligible employees according to the following provisions:

- A. An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:
1. The individual retires from the school system;
 2. Service or disability retirement under any State or municipal retirement system in this State;
 3. The individual must be eligible for disability or service retirement as of the last day of employment;
 4. The individual must within one hundred twenty (120) days of last day of employment prove acceptance into the retirement system by having received and cashed his/her first retirement check;
 5. The individual must have at least ten (10) years of service with this District
 6. The individual must sign for the severance check certifying all eligibility criteria have been met.
- B. The amount of the benefit due an employee shall be calculated by:
1. Multiplying the employee's accrued but unused sick leave up to a maximum two hundred forty (240) days by one-fourth (1/4); and
 2. Multiplying the product times the per diem rate of pay appropriate for the individual's placement on the base salary schedule in effect on the last paid day.

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

**ARTICLE 31
JOB DESCRIPTIONS**

The Union shall be furnished with a copy of the job description of each classification covered under this Agreement at the time of ratification hereof. Job descriptions shall be updated as needed and will reflect the actual duties of each position. All job descriptions shall be reviewed every three years. Prior to any change in any job description covered under this Agreement, the Union shall be notified of such changes anticipated and the effective date of such change. Notification shall be in writing and no less than one (1) workweek before being placed in effect.

The Employer retains the right to change the job descriptions to conform to the needs of the District with input from the Union. However, the Employer retains final control of the job description.

**ARTICLE 32
WORKWEEK, HOURS OF WORK & OVERTIME**

- A. The Employer recognizes that the safe and efficient operation of the District may occasionally require employees to work more than forty (40) hours during a given workweek. Workweek is defined as the seven (7) day period of time beginning on Sunday at 12:00 a.m. and continuing to the following Saturday at 11:59 p.m. Employees who work (i.e., perform work on behalf of or for the benefit of the Employer) more than forty (40) hours in a given workweek or on a holiday as defined in Article X will receive premium pay (i.e., one and one-half (1 1/2) times the employee's regular hourly rate of pay).
- B. The Superintendent or his/her designee shall determine the necessity and availability of overtime work. Employees who work overtime without prior approval from the Superintendent or a supervisor may be subject to disciplinary action. The Employer retains the right to require employees to work overtime hours. However, no employee shall be required to work in excess of twelve (12) hours in any twenty-four (24) hour period or more than twenty (20) hours of overtime in a workweek.
- C. Custodians required to work after 8:00 a.m. on a calamity day shall be paid overtime.
- D. The Employer will pay employees who are required by the Superintendent to attend meetings or training classes at their regular rate of pay provided that attendance is outside the regular work hours and training is not required to maintain or acquire a certification or license.
- E. A maximum of two (2) employees per year may attend a Union In-service provided the Union reimburses the Employer the actual costs of a substitute employee plus substitute benefits.
- F. Should the Superintendent or his designee direct/require an employee to attend a meeting or training class at a time other than during the employee's normal work day the employee shall be paid at his/her hourly rate for attendance at the meeting or training class.
- G. All paid time off shall be calculated as time worked when used.

**ARTICLE 33
PHYSICAL EXAMINATION**

If the Employer requires an employee to have a physical examination, the Employer shall pay the full cost of the examination.

**ARTICLE 34
CAFETERIA PERSONNEL**

- A. Cafeteria personnel, including cooks, shall be awarded the opportunity for extra work on a seniority basis whenever practical. The Employer shall post a signup sheet for those cafeteria personnel who wish to work additional hours or events. The additional works shall be awarded on a seniority basis with the most senior employee being offered the additional work first. In the event the most senior employee chooses to work the additional hours or declines the same that employee shall have his/her name placed on the bottom of the rotating call list. Thereafter, the next most senior employee shall be afforded the opportunity for extra work, which procedure shall continue until all employees have been offered additional work.
- B. If the commercial kitchen equipment is utilized for an activity at the time other than when a cook or cooks are scheduled to work, then in such event a cook (based on the rotating seniority list) shall be called into work to help with the use of the commercial kitchen equipment to ensure the same is not damaged or abused.
- C. On day(s) school is delayed two (2) hours; all cooks will be on a one (1) hour delay.
- D. No classified staff shall be required to transport District funds to Bank

** Move to
Article 16*

**ARTICLE 35
SECRETARIES**

- A. The two (2) employees who solely perform secretarial duties shall be given a one-half (1/2) hour uninterrupted unpaid lunch period. They shall not be permitted to take lunch at the same time. They may leave the school premises during their lunch period. Lunch break time frame will be determined by the building principal and the affected secretaries
- B. The two (2) employees who solely perform secretarial duties shall be awarded two hundred eight (208) day contracts, plus contracted holidays provided the contract duration and hours of work may be modified to meet the operational needs of the Employer as authorized under the Management Rights Article of this Agreement.
- C. The EMIS Coordinator shall be awarded a two hundred and sixty (260) days contract, which includes contracted holidays. The EMIS Coordinator's work days shall be scheduled by the Treasurer/designee to ensure that the EMIS Coordinator timely processes and files the requisite state reports. The EMIS Coordinator's contract duration and hours of work may be modified to meet the operational needs of the Employer as authorized under the Management Rights Article of this Agreement.

**ARTICLE 36
CUSTODIANS/SWEEPER CLEANERS**

- A. The Maintenance Supervisor shall award overtime and extra work by means of a rotating seniority list consisting of the custodians and sweeper cleaners. The Maintenance Supervisor retains the right to determine if the overtime or extra work requires the skill set of a custodian or sweeper cleaner.
- B. If the Maintenance Supervisor requires a custodian or sweeper clean to obtain a pesticide eradication license or licenses for duties associated with their employment with the Employer, then in such event the employee will be paid a stipend of \$500.00 for each year they maintain the license. The stipend shall be paid in the last pay check of the fiscal year.
- C. Custodians/sweeper cleaners who desire to be selected for overtime will sign a roster at the beginning of each school year.
 - 1. The roster shall consist of a sign up sheet and shall then be arranged by seniority with the most senior employee first. The employee will then be rotated to the bottom of the list after each turn.
 - 2. The roster will be posted on the bulleting/white board in the maintenance break room.
 - 3. If overtime is not accepted by anyone on the roster the overtime may be assigned to a substitute.

**ARTICLE 37
EDUCATION AIDES
PARAPROFESSIONALS**

Licensed Educational Aides/ Paraprofessionals shall be reimbursed for the renewal cost of their aide and paraprofessional certificates or any other licensing renewals along with any other required education for the position.

Each Educational Aide/Paraprofessional shall be awarded (178) day contract plus contracted number of holidays.

The position of Paraprofessional shall be recognized as an increased skill level, within the Aides classification, and shall be placed at Library Aide salary schedule level

**ARTICLE 38
BUS DRIVERS**

- A. Each bus driver shall be awarded a one hundred eighty (180) day contract plus contracted number of holiday One hundred and seventy-eight (178) of the one hundred eighty (180) days shall be driving days and the other two (2) days shall be used for training, in-services.

- B. In addition to their scheduled drive time on extra trips, bus drivers shall be paid an additional thirty (30) minutes run or trip for pre and post-trip inspections, bus cleaning and fueling. ** need language here*
- C. If a bus driver route becomes vacant, the vacancy may be filled by an existing bus driver on a seniority basis provided the transfer is approved by the Superintendent/designee.
- D. Bus drivers shall be compensated at their standard hourly rate for attendance at meetings and training sessions designated by the Superintendent/designee. The driver(s) shall be paid for a minimum of one-half (1/2) hour or their actual time in attendance, whichever is greater. The Employer shall also pay costs of bus driver BMV records, the cost of training for recertification the costs for bus driver physicals, Drug testing, FBI, and BCI checks..
- E. Bus route drivers employed for a minimum of one (1) year shall be reimbursed for the cost of renewing their commercial driver's license.
- F. Bus drivers who desire to be selected for extra work in the form of sports, day trips or Sentinel bus routes and preschool aide shall be required to sign each roster for extra work. A driver can sign any or all rosters. Bus drivers desiring extra work must provide one working and accessible phone number to be contacted. In the event the bus coordinator has to fill a trip immediately a driver will be called according to the contract, using seniority until a driver is reached.
1. The rosters shall then be arranged by seniority with the most senior bus driver first.
 2. The trips shall then be assigned with the most senior driver selecting the extra trip route they desire. That driver shall then be rotated to the bottom of the list and the next most senior driver shall select the next trip route and so on.
 3. A roster will be used listing drivers who have had trips cancelled, that will not be rescheduled. Trips that are postponed and rescheduled for a date that the driver already has another trip scheduled, *and cannot drive*, shall be added to the third roster. Any trips that become available will be placed on the third roster, and this list will be used first.
 4. Trips that occur on a Sunday or a holiday will be at a rate of time and one half. Trips that are less than 1 hour of driving time shall be paid a minimum of 1 hour driving time. *Should be a separate line.*
 5. In the event a driver is unable to drive an extra trip they selected, except if sick, that driver waives his right to select a trip the next time their name comes up on the rotation list.
 6. Wednesday meetings will be held *if* there are 5 or more trips available. Drivers will be notified by Transportation Coordinator. Meetings will be held at the bus garage driver's area.

- G. For extra trips, bus drivers shall be paid eighty percent (80%) of the bus driver Step 0 (base) rate for actual driving time as evidenced by a true and accurate time sheet submitted by the driver following the trip. Drivers shall be paid the state minimum wage rate for the periods that they wait on extra trips. All forms will be updated with current state minimum wage rate.
- H. Regular route Onboard Bus Instructors (OBI) will be given first consideration for training new hired bus drivers, and drivers needing to be recertified, unless a conflict in scheduling occurs, which causes undue time delays or for other reasons determined by Transportation Coordinator. In these instances a substitute OBI will be used. Instructors shall be paid hourly their regular driving wage per contract.
- I. All daily bus routes (AM/PM), assigned to a contracted driver will be paid at a two (2) hour minimum.

**ARTICLE 39
BUS DRIVER DRUG TESTING**

The Employer will reimburse drivers Employer approved mileage rate for mileage incurred while being drug tested according to the Employer's policy.

- A. This Agreement and Federal Regulations, Subpart F, Alcohol Misuse and Controlled Substance Use Information (Part VII, p. 7513-7514) shall be given to all bus drivers.
- B. The Supervisor who makes the determination that "reasonable suspicion" exists to test an employee shall create a written report setting forth the specific observations relied upon to order the test. The Supervisor that makes the determination cannot also conduct the alcohol test.
- * C. Random testing will be done during scheduled work time. *- no - pay for time*
- D. The same laboratory shall be used for all testing except as specified in subsection F below. Upon request, the name of the laboratory shall be provided to the Union at the beginning of each school year (nearest emergency room after hours).
- E. Employees have a right to a hearing in order to provide the employee an opportunity to dispute any information, prior to suspending the employee and/or ordering referral to evaluation. The employee is entitled to written charges and representation.
- F. If the employee disputes a positive test result, he may request a split specimen within seventy-two (72) hours from the time of notification at the Employer's expense. The test shall be done by a different laboratory and the GC/MS test shall be used. If the split specimen tests negative, the employee will be paid for any time lost during the 72-hour period.
- G. If the first specimen tests positive and the second specimen tests negative, the second test will be deemed to be the official result of the drug test.

- H. Any and all Board required Drug-Alcohol testing shall be paid by the Employer. If the employee tests positive on the alcohol (at .04 or above) and/or drug test, he will be suspended without pay until completion of assessment and treatment by a Substance Abuse Professional (SAP) appointed by the Employer, if needed. At the conclusion of the assessment and/or treatment, the Superintendent, at his/her discretion may do one of the following:
1. Reinstatement the employee to his/her original position;
 2. Suspend the employee without pay for up to three (3) days; or
 3. If the employee has more than five (5) years of service and it is a first offense involving the violation of the drug/alcohol testing policy and no accident is involved, the employee may:
 - a. Be assigned to non-safety sensitive position if available and if qualified. Otherwise, the individual will be placed on a recall list for the first non-safety sensitive position available for which he/she is qualified.
 - b. Be terminated pursuant to Ohio Revised Code Section 3319.081.
 4. If the employee has five (5) years or less of service or it is a second offense involving the violation of the drug/alcohol testing policy or an accident is involved, the employee may be terminated after a hearing. The employee may challenge the termination at binding arbitration but only on the validity of the test results and not on mitigation of the penalty. This procedure for circumstances covered by this Article shall prevail over that contained in Ohio Revised Code Section 3319.081 and/or the other provisions of this Agreement.
- I. If any employee tests positive on the alcohol test (below .04), disciplinary action, if any:
1. Shall be governed by Ohio Revised Code Section 3319.081 and not under the terms of this Agreement; or
 2. May result in the employee being suspended without pay for up to three (3) days at the Superintendent's discretion with a written reprimand letter to remain in the employee's file for the duration of the employee's employment.
- J. The employee must present to the Superintendent written evidence of completion of assessment and/or treatment. Any time a driver is required to take a blood or drug alcohol test as a result of an accident or any federal testing requirements, the driver shall be sent immediately to the testing facility that the Employer designates for testing. The time required for the testing shall be paid by the Employer for the remainder of contracted hours and for any additional time needed to complete the required testing. All accident reports will be paid for and obtained by the Employer. Expenses for drug testing required by the Employer will be paid by the Employer.

**ARTICLE 40
BUS COORDINATOR**

The Bus coordinator position shall be supplied with an office and phone for assigned duties.

A Job description shall be created for the Bus Coordinator with input from the Union.

**ARTICLE 41
UNIFORM AND DRESS CODE**

No classified staff member will be required to wear any type of uniform, color, or specific article of clothing, unless provided by the Board.

**ARTICLE 42
INTERPRETATION**

- A. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements reached by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unequivocally agree that they shall not be obligated to bargain collectively or individually with respect to any subject regardless of whether that subject is addressed in this Agreement. This Agreement constitutes the entire Agreement between the Parties, and supersedes all other agreements, written oral or otherwise.
- B. Should any part of this Agreement be declared invalid by operation of law by a tribunal of competent jurisdiction, that provision(s) shall be of no force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions which shall remain in full force and effect.
- C. No modification of this Agreement shall be recognized as binding on either Party until and, unless, such modification is made in writing and signed by both Parties.
- D. Neither Party to this Agreement shall be deemed to have waived its rights hereunder unless such waiver is in writing and signed by the Party against whom the claim of waiver is being asserted.
- E. All references in this Agreement shall designate both sexes, and wherever male or female gender is used it shall be construed to include both female and male employees.

JOB CLASSIFICATION		EXPERIENCE	2012-2013	2013-2014	2014-2015	2015-2016
Maintenance			2012-2013	2013-2014	2014-2015	2015-2016
Custodian		20	16.32	16.65	16.81	16.98
		15	16.18	16.50	16.67	16.84
		8	16.01	16.33	16.49	16.66
		4	15.88	16.20	16.36	16.52
		3	15.41	15.72	15.88	16.03
		2	14.95	15.25	15.40	15.56
		1	14.48	14.77	14.92	15.07
		0	14.06	14.34	14.48	14.63
		SUB		10.62	10.62	10.62
Assistant Custodian			2012-2013	2013-2014	2014-2015	2015-2016
		20	13.90	14.18	14.32	14.46
		15	13.76	14.04	14.18	14.32
		8	13.60	13.87	14.01	14.15
		4	13.46	13.73	13.87	14.01
		3	13.15	13.41	13.55	13.68
		2	12.85	13.11	13.24	13.37
		1	12.47	12.72	12.85	12.98
		0	12.15	12.39	12.52	12.64
		SUB		9.55	9.55	9.55
Sweeper/Cleaner			2012-2013	2013-2014	2014-2015	2015-2016
		20	11.49	11.72	11.84	11.96
		15	11.34	11.57	11.68	11.80
		8	11.19	11.41	11.53	11.64
		4	11.04	11.26	11.37	11.49
		3	10.90	11.12	11.23	11.34
		2	10.75	10.97	11.07	11.19
		1	10.48	10.69	10.80	10.90
		0	10.21	10.41	10.52	10.62
		SUB		8.48	8.48	8.48
Food Service		Experience	2012-2013	2013-2014	2014-2015	2015-2016
Cooks		20	11.49	11.72	11.84	11.96
		15	11.34	11.57	11.68	11.80
		8	11.19	11.41	11.53	11.64
		4	11.04	11.26	11.37	11.49
		3	10.90	11.12	11.23	11.34
		2	10.75	10.97	11.07	11.19
		1	10.48	10.69	10.80	10.90
		0	10.21	10.41	10.52	10.62
		SUB		8.48	8.48	8.48

		2012-2013	2013-2014	2014-2015	2015-2016
	Experience				
Cashier	20	12.05	12.29	12.41	12.54
	15	11.93	12.17	12.29	12.41
	8	11.77	12.01	12.13	12.25
	4	11.62	11.85	11.97	12.09
	3	11.36	11.59	11.70	11.82
	2	11.06	11.28	11.39	11.51
	1	10.79	11.01	11.12	11.23
	0	10.50	10.71	10.82	10.93
	SUB	9.16	9.16	9.16	9.16
		2012-2013	2013-2014	2014-2015	2015-2016
Secretarial Assistant Secretary	20	14.62	14.91	15.06	15.21
	15	14.46	14.75	14.90	15.05
	8	14.33	14.62	14.76	14.91
	4	14.13	14.41	14.56	14.70
	3	13.85	14.13	14.27	14.41
	2	13.54	13.81	13.95	14.09
	1	13.18	13.44	13.58	13.71
	0	12.85	13.11	13.24	13.37
	SUB	9.16	9.16	9.16	9.16
		2012-2013	2013-2014	2014-2015	2015-2016
Elementary/HS Secretary	20	15.85	16.17	16.33	16.49
	15	15.68	15.99	16.15	16.32
	8	15.54	15.85	16.01	16.17
	4	15.33	15.64	15.79	15.95
	3	15.01	15.31	15.46	15.62
	2	14.67	14.96	15.11	15.26
	1	14.28	14.57	14.71	14.86
	0	13.93	14.21	14.35	14.49
	SUB	9.16	9.16	9.16	9.16
	Experience	2012-2013	2013-2014	2014-2015	2015-2016
EMIS	20	16.85	17.19	17.36	17.53
	15	16.68	17.01	17.18	17.36
	8	16.54	16.87	17.04	17.21
	4	16.33	16.66	16.82	16.99
	3	16.01	16.33	16.49	16.66
	2	15.67	15.98	16.14	16.30
	1	15.28	15.59	15.74	15.90
	0	14.93	15.23	15.38	15.53

Experience					
Aide					
Library Aide		2012-2013	2013-2014	2014-2015	2015-2016
Para Professional Aide	20	12.05	12.29	12.41	12.54
	15	11.93	12.17	12.29	12.41
	8	11.77	12.01	12.13	12.25
	4	11.62	11.85	11.97	12.09
	3	11.36	11.59	11.70	11.82
	2	11.06	11.28	11.39	11.51
	1	10.79	11.01	11.12	11.23
	0	10.50	10.71	10.82	10.93
	SUB	9.16	9.16	9.16	9.16
Playground Aide		2012-2013	2013-2014	2014-2015	2015-2016
Educational Aide	20	11.10	11.32	11.44	11.55
	15	10.97	11.19	11.30	11.41
	8	10.84	11.06	11.17	11.28
	4	10.67	10.88	10.99	11.10
	3	10.38	10.59	10.69	10.80
	2	10.07	10.27	10.37	10.48
	1	9.80	10.00	10.10	10.20
	0	9.51	9.70	9.80	9.90
	SUB	8.48	8.48	8.48	8.48
Transportation		2012-2013	2013-2014	2014-2015	2015-2016
Bus Driver	20	17.97	18.33	18.51	18.70
	15	17.83	18.19	18.37	18.55
	8	17.71	18.06	18.24	18.43
	4	17.54	17.89	18.07	18.25
	3	17.40	17.75	17.93	18.10
	2	17.08	17.42	17.60	17.77
	1	16.81	17.15	17.32	17.49
	0	16.55	16.88	17.05	17.22
	SUB	14.34	14.34	14.34	14.34
	EXTRA	13.24	13.50	13.64	13.78
	DOWNTIME	7.85	7.85	7.85	7.85
Head Cook/Food Supervisor		2012-2013	2013-2014	2014-2015	2015-2016
	20	12.34	12.59	12.71	12.84
	15	12.21	12.45	12.58	12.70
	8	12.04	12.28	12.40	12.53
	4	11.89	12.13	12.25	12.37
	3	11.61	11.84	11.96	12.08
	2	11.28	11.51	11.62	11.74
	1	10.89	11.11	11.22	11.33
	0	10.68	10.89	11.00	11.11

Current	Medical - Single	Medical S+1	Medical - Family	Dental	Vision-Single	Vision-Family
Less Than 370	none	none	none	none	none	none
>=370< 1330	80/20	70/30	60/40	0/100	0/100	0/100
>=1330<1584	80/20	80/20	60/40	0/100	0/100	0/100
>=1584	80/20	80/20	80/20	90/10	90/10	85/15
*Current Rates						
	Single	\$414.72				
	Single +1	\$738.00				
	Family	\$1,016.54				
	20% Single = \$82.94					
	20% Single + 1 = \$147.60					
	30% Single + 1 = \$221.40					
	20% Family = \$203.31					
	40% Family = \$406.61					
New (after 11-15-10 hire)	Medical - Single	Medical S+1	Medical - Family	Dental	Vision-Single	Vision-Family
Less Than 740	none	none	none	none	none	none
>=740< 1040	0/100	0/100	0/100	0/100	0/100	0/100
>=1040<1560	40/60	40/60	40/60	0/100	0/100	0/100
>=1560<2080	60/40	60/40	60/40	60/40	60/40	60/40
>=2080	80/20	80/20	80/20	80/20	80/20	80/20
	60% Single = \$248.83					
	40% Single = \$165.89					
	60% Single +1 = \$442.80					
	40 % Single +1 = \$295.20					
	60 % Family = \$609.92					
Employees hired prior to November 15,2010 will be paid in lieu of in the amount of \$1,200						
Employees hired after that date will be prorated as follows:						
2080 = \$1,200	>=1560 <2080 = \$900	>= 1040< 1560= \$600	<1040 not eligible			
* The insurance rates are subject to change and therefore the \$ amount an employee will pay is subject to change as well.						

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES - LOCAL #042

Debra Duffing
Local #42 President

Jan M. Schank
Negotiating Committee

Jay Mason
Negotiating Committee

Karen M. Lumb
Negotiating Committee

Michelle Brown
Negotiating Committee

Barry Spitz
OAPSE Field Representative

9-5-13
Date

SENECA EAST LOCAL BOARD OF
EDUCATION

Michael Wark
Superintendent (at time of certification)

Laura J. Bricker
Treasurer

Bob Jones
Principal

Valerie Phillips
Board Member

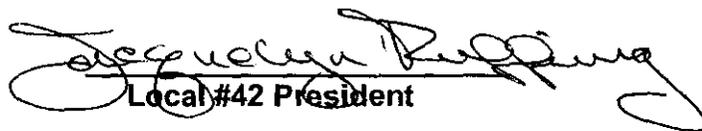
9/6/13
Date

Joe Altz
Board Member

MEMORANDUM OF UNDERSTANDING
Between
OAPSE Local #42 and Seneca East Board of Education

It is the agreement between the undersigned parties, that the Duties of Dawn Hoepf, which currently are Asst Secretary, Play ground Aide, and Cafeteria Aide, will now include the title of Paraprofessional. This title and pay scale will be for the time she is in the class room assisting students and teaching staff. This will also include any time that she is directed to (one on one) assist a student that she is assigned, to any other part of the facility within the scope of her assigned duties as a Paraprofessional.

This agreement is not to set precedent going forward, and it is understood that future changes to job descriptions, hours, or pay, will be negotiated between the parties and governed by the terms and conditions of the Bargaining agreement


Local #42 President


Superintendent

10-17-13

Date

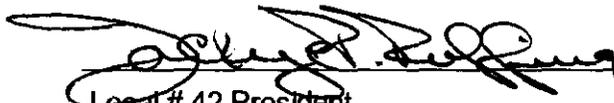
Memorandum of Understanding
between the Seneca East Board of Education and OAPSE Local #42

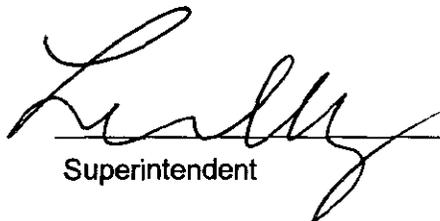
November 4, 2013

Replace current language with the following MOU:

**ARTICLE 38
BUS DRIVERS**

B. In addition to their scheduled drive time on extra trips, bus drivers shall be paid an additional thirty (30) minutes run or trip for pre and post-trip inspections, when such inspections occur. Drivers are not required to pre-trip when the extra trip is scheduled immediately following a regular route and the bus has already been pre-tripped for the regular route. Likewise, post trip are not required when the extra trip is scheduled immediately prior to a regular route and the post trip will be completed at the end of the regular route. This does NOT apply to Sentinel runs which do require both pre and post tripping.

 11-6-13
Local # 42 President Date

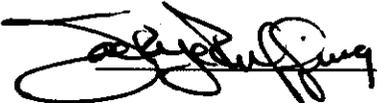
 11-6-13
Superintendent Date

Memorandum of Understanding

Between

OAPSE Local #42 and Seneca East Board of Education

It is the agreement between the parties that the positions of Paraprofessional and General duty Aide are separate duties with different pay scales. The attached Job descriptions will denote the specific duties and were developed in accordance with Article 31 of the current bargaining agreement and will be maintained in accordance with this same article.

 10-3-13
UNION Date

 10-3-13
Management Date