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CONTRACT BETWEEN  
CLYDE-GREEN SPRINGS BOARD OF EDUCATION  
and  
CLYDE-GREEN SPRINGS LOCAL # 415  
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
July 1, 2013 - June 30, 2014





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## ARTICLE I - NEGOTIATIONS INSTRUMENT

### PREAMBLE

This Agreement entered into by the Clyde-Green Springs Board of Education, Sandusky County, Clyde, Ohio, hereinafter referred to as the "Board" and the Ohio Association of Public School Employees, Local #415 AFSCME, AFL-CIO, American Federation of State, County and Municipal Employees, hereinafter referred to as the "Union" and "Local #415"; for the establishment of an equitable and peaceful procedure; the resolution of differences which may arise; and the establishment of rates of pay, hours of work, and those other items mutually agreed upon.

While the Clyde-Green Springs Board of Education expresses its willingness to negotiate on matters regarding wages, fringe benefits and working conditions, it retains its exclusive authority established by law to determine policy.

The Board of Education of the Clyde-Green Springs School District and the Clyde-Green Springs Local #415, Ohio Association of Public School Employees and its State Association do hereby agree that the welfare of the children of the Clyde-Green Springs School District is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

#### Section I - Recognition

The Board of Education of the Clyde-Green Springs School District, hereinafter referred to as the Board, recognizes that the non-certificated personnel, hereinafter referred to as the school employees, are an important part of the school's team. The Board recognizes the Clyde-Green Springs Local #415, Ohio Association of Public School Employees, AFSCME AFL-CIO, hereinafter referred to personnel employed, or to be employed, by the Board, with the exclusion of those non-certificated employees of the Central Office and the attendance officer, for the purpose of negotiation on matters regarding wages, fringe benefits and working conditions.

The Union recognizes the Board as the elected representative of the people of the Clyde-Green Springs School District and as the employer of the School Employees personnel of the Clyde-Green Springs School District.

The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to all matters regarding wages, fringe benefits and working conditions and will use mutually agreed upon channels for appeal in the event of impasse.

## Section II - Principles

### A. Attaining Objectives

Attaining of objectives of the educational program of the district requires mutual understanding and cooperation between the Board, the Administration and the School Employees personnel. Free and open exchange of views is desirable and necessary with all parties participating in deliberations leading to the determination of matters of mutual concern.

### B. School Employees

The workers in this school system must be persons of high moral standards and they do recognize that their duties, which are concerned with the supplementation of the educational program, are of major importance. And, in order to contribute fully to the overall educational system, they must do their work under satisfactory conditions.

School employees have the right to join or not to join any organization for their economic improvement, but membership in any organization shall not be required as a condition of employment.

### C. Representation

The Board, or its designated representative, shall meet with the representatives of the Union to negotiate on matters regarding wages, fringe benefits and working conditions at agreed upon times. Should either party plan on using an outside consultant in negotiations room or at the table, the other party shall be notified in writing at least one week (7 calendar days) in advance.

The Board considers administrators and supervisors as excluded from the bargaining unit.

## Section III - Procedures

### A. Directing Requests

Either the Union or the board may initiate negotiations by letter of submission forwarded to the other party by 1 April of the calendar year in which this agreement expires. Within fifteen (15) working days of receipt of said submission letter, the parties shall hold their first negotiations session, unless another date is otherwise mutually agreed upon. Initial proposals of the Union and the board shall be exchanged at the first meeting. Only these proposals and counter-proposals thereto shall be the subject of subsequent negotiation sessions, unless mutually agreed to by both parties.

The designated representatives of the Board shall meet with representatives designated by OAPSE for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and OAPSE's

team shall be limited to six (6) members for each team, not including the chief spokesperson.

B. Meetings

Negotiations sessions shall be conducted at a mutually agreed upon place and at a mutually agreed upon time. During each session, the parties shall schedule the date, time and place of a subsequent meeting. Negotiations meeting shall, insofar as possible, be scheduled so as not to interfere with the bargaining teams' normal work schedule. In the event that meetings interfere with work schedules, the OAPSE negotiating team member shall be released from work duties and will not suffer loss of pay. All meetings shall be held in closed/private session.

Upon request of either party, the negotiations meetings may be recessed to permit the requesting part a reasonable period of time within which to caucus in privacy. Such caucuses shall normally be limited to thirty (30) minutes.

Prior to and during the period of negotiations, the Board and the Union agree to provide to each other upon written request all regularly and routinely prepared information concerning the issue(s) under consideration.

C. Study Committees

The parties may appoint ad hoc study committees to research, study and develop reports and to make recommendations on matters under consideration. The committees shall report findings to the parties.

D. Progress Reports

With the approval of both parties, periodic progress reports may be issued.

E. Amendments and changes in procedure may be put into effect by mutual agreement.

F. Negotiations shall be concluded within ninety (90) days from the initial meeting unless extended by mutual agreement.

Section IV - Agreement

Upon reaching a tentative agreement, the Union shall seek ratification by Local #415 within twenty-one (21) working days after receipt by the Local President of a final draft of a tentative agreement, provided all corrections have been made on the original draft. Local President will be given said tentative agreement within fifteen working days after proof copy has been given to administration unless mutually agreed upon otherwise. Upon ratification by the Union and formal adoption by the Board of Education at its next regular meeting, said Agreement shall become the contract between the parties for the effective period stated in this contract.

## Section V - Impasse, Mediation and Appeal

Negotiations shall conclude within ninety (90) calendar days of the first session unless mutually agreed to by the parties. In the event the parties are unable to reach consensus on all items by the termination date of this agreement (or an earlier date, if accepted by both parties), or by 1 June, either party may declare impasse and use the services of the Federal Mediation and Conciliation services (FMCS). FMCS shall be contracted jointly by both parties so that mediation may start as soon as possible. The mediator has no authority to recommend or bind either party to any agreements.

## Section VI - Pledge Against Discrimination and Coercion

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, color creed, national origin, job classification, handicap, political opinions or affiliation.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include the male and female employees.
- C. The Board, employees and the Union agree not to interfere with rights of employees to become members or non-members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Board or its representative, the employees or the Union against any legal employee activity or employees acting in an official capacity on behalf of the Union and/or the Board.

## **ARTICLE II - GRIEVANCE PROCEDURE**

Any employee of the Board shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievance, he shall be assured freedom from reprisal in presenting his grievance.

### A. Definitions

Grievance: A claim by an employee that there has been a violation or wrong interpretation or misapplication of:

1. The written policies of the Board
2. The master contract between the Board and the Union
3. The individual employee contract
4. The written administrative rules and regulations

The Union waives its right to file ULPs or court actions on the above listed items.

Days: This term refers to all work days except calamity days, Saturday, Sunday and legal holidays. It is considered the maximum time unless extended by mutual agreement. All cases shall be handled in the most expeditious manner possible.

Grievant: A grievance may be filed by a member of the bargaining unit, by a group of bargaining unit members and/or by the OAPSE Local #415 executive committee or grievance committee.

B. Procedure

Informal: Any employee of the board who believes he has a problem should discuss it first with his building principal or other immediate supervisor. Most problems can and should be solved at this point.

Step I - Formal Discussions with Principal/Supervisor

When the informal procedure has failed to produce satisfaction, the grievant shall, within fifteen (15) days from the time the grievance occurs or within fifteen (15) days of when the grievant first had knowledge of the grievance, present the grievance in writing on the grievance form to the principal or supervisor. The grievant may receive the assistance of the Union at any step. The principal or supervisor shall arrange for a meeting to take place with the grievant within five (5) days of receipt of the grievance. The principal or supervisor shall communicate his decision in writing on the grievance form to the grievant, the Union and the Superintendent within three (3) days after the meeting.

Step II - Formal Hearing with Superintendent

If the action taken in Step I does not satisfy the grievant, it may be appealed to the Superintendent of Schools. Such appeal must be in writing on the grievance form and be submitted within five (5) days following the decision of the previous step. The Superintendent shall request reports from the principal/supervisor, shall confer with the parties, and attempt to resolve the matter quickly but in no more than five (5) days. He shall communicate his decision in writing on the grievance form to the grievant, the principal and the Union.

Step III - Meeting with the Board

If the disposition of the grievance at Step II is not satisfactory to the grievant, he may request a hearing with the Board following a review by the Union. This request must be made within ten (10) days of the decision by the Superintendent. This request should be made in writing on the grievance form and the grievance and other related papers must be attached. The request shall be made through the Superintendent who will arrange a meeting of the Board within ten (10) days of the receipt of the request. The Board shall review the grievance and hold a hearing if requested. A decision in writing will be rendered within ten (10) days. The decision will be sent to the grievant, the Union and the principal or supervisor.

Step IV - Arbitration

If the decision of the Board is not satisfactory, and if the grievance is based upon a violation or wrong interpretation or misapplication of provision(s) of the master contract

between the Board and the Union, the employee may, with the approval of the Union, request the grievance be submitted for arbitration, provided that such request for arbitration is submitted to the Board of Education within thirty (30) days of receipt of the Board's decision. The arbitrator shall be selected in accordance with voluntary rules and regulation of the American Arbitration Association. The grievant may not request arbitration unless Local #415 has in writing agreed to proceed to arbitration.

A hearing shall be held for the purposes of permitting each party the opportunity of presenting its case regarding the grievance. No new data or evidence will be presented to the arbitrator which has not previously been disclosed. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days following the conclusion of any necessary hearing(s) and/or briefs to the Board and the Union. The decision of the arbitrator shall be final binding upon both parties to this agreement.

The arbitrator shall have no power to alter, add to or subtract from the terms of this contract.

C. General

1. There shall be no reprisals taken against any procedural participant.
2. The administration and the Union will cooperate to furnish necessary data during the procedure.
3. Time limits may be extended by mutual agreement.
4. The parties shall equally share the cost of the arbitrator and the meeting room. Any individual cost incurred by either side shall be borne by that party.
5. Forms on which to make written grievances are available in each building office. Copies of such forms, when filed, shall be given to the grievant, principal and/or immediate supervisor, superintendent and the president of the Union.
6. If no response to a grievance is made within the stipulated time limits, the employee may, within ten (10) working days of the deadline of such response file the grievance at the next step.
7. All participants in all steps of this grievance procedure shall be exempt from discipline, coercion, harassment or intimidation because of such participation.
8. Five (5) school days prior to a scheduled Board of Education hearing, the administration and Union shall meet to exchange documents and/or lists of materials to be presented at the hearing.
9. Twenty (20) days prior to a scheduled arbitration hearing, the representatives of the parties shall meet to exchange witness lists, documents and any newly discovered evidence which will be presented at the arbitration hearing.

GRIEVANCE FORM

NAME OF GRIEVANT

DATE

BUILDING ASSIGNMENT

GRIEVANCE NO.

The date(s) on which the alleged violation, misinterpretation, or misapplication occurred

The provision(s) of the contract or policy, rule, or regulation which allegedly have been violated, misinterpreted, or misapplied:

Statement of Grievance:

Action Requested:

Signature of Grievant

Date

STEP I

I hereby acknowledge that this grievance was filed with me on the date set forth below:

\_\_\_\_\_  
Signature of Principal/Supervisor Date

Disposition by Principal:

Supervisor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP II

I hereby acknowledge that this grievance was filed with me on the date set forth below:

\_\_\_\_\_  
Signature of Superintendent or Designee Date

Disposition of Superintendent: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP III

A hearing is requested \_\_\_\_\_ Yes \_\_\_\_\_ No

I hereby acknowledge that this grievance was filed with me on the date set forth below:

\_\_\_\_\_  
Signature of /Superintendent or Designee  
on behalf of the Board of Education

\_\_\_\_\_  
Date

Disposition of the Board: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP IV

This grievance is hereby submitted to arbitration.

\_\_\_\_\_  
GRIEVANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
UNION PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RECEIVED BY

\_\_\_\_\_  
DATE

### ARTICLE III - EMPLOYMENT PRACTICES AND WORKING CONDITIONS

#### A. Policy Books

The Classified Employees' Union shall receive a Clyde-Green Springs Board of Education policy book and all subsequently adopted policies for their permanent file. This policy book shall be given to the President of the Union.

At the start of each school year, the OAPSE President shall be provided with a minimum of ten (10) up-to-date copies of the Clyde-Green Springs Board of Education Policy Book.

Board Policy books shall be returned by July 1 of each year.

#### B. Job Descriptions

Suggestions and input ideas are welcomed from the employee organization. The employee organization may examine the job descriptions before adoption. The structure and content of job descriptions is a management-Board of Education function.

All present and future classified employees shall receive a copy of the job description for their classification and class. Employees who have other employees under their supervision shall have access to a copy of each class under their supervision. OAPSE Local #415 shall be given two (2) copies of each job description for their files. A complete file of all job descriptions shall be kept on file in each building principal's office. All revised or additional job descriptions shall be given in the above described manner within five (5) working days of their adoption.

If there is not a classification and/or class on the current schedule appropriate to the skills and duties for a position, management and officers of the Union will negotiate an appropriate salary schedule for the position.

#### C. Classified Job Openings

Notices of classified vacancies will be sent to:

1. All regularly contracted employees. Notices will be made to employees by using the district's Instant Alert notification system and posting the vacancy on the district's website.
2. Any classified employees who are not currently working due to the Reduction in Force Policy and are still subject to the recall provisions.
3. The notice shall specify the title of the position, the hours to be worked, and the tentative job location.
4. Employees will be allowed to place bids to fill vacancies during the posting period of seven (7) work days. Such bids shall be submitted in writing to the

superintendent or his/her designee. All applicants from the bargaining unit shall be interviewed prior to filling the position. The position will be filled within twenty-five (25) working days from the posting deadline.

D. Substitute Policy

Substitution from regular staff will be made when possible and practical. After five (5) consecutive days of substitution in one job, a regular employee will get the rate of the job at his own experience level.

Nothing herein shall be construed as requiring the Administration to make more than one transfer within the classification that an employee substitutes in.

Employees substituting in a classification other than the classification of their regular employment shall receive the beginning rate of the classification in which they are substituting.

E. Probationary Period

The provision of O.R.C. 3319.081 shall not apply. An employee shall be granted "tenure" after an employee has successfully served a "probationary" period of eighteen (18) consecutive calendar months from the employee's first day of work. An employee may be removed without cause and shall not be entitled to an appeal under the grievance procedure. During the probationary period the employee shall not have an expectancy of continued employment and may be removed for any reason.

A classified employee changing classifications or class within a classification shall be again subject to a thirty (30) work day probationary status in the new position. During this probationary period, the Administration and/or employee may initiate a transfer to his/her previous position.

F. Experience Credit

To receive experience credit on the salary schedules, an employee must complete a minimum of 120 work days in the contract year of July 1 to June 30.

G. Work Calendars

Content of work calendars is not negotiated. Each employee shall receive a calendar for his/her classification annually, no later than the beginning of his/her contract year or within thirty (30) days of subsequent revisions.

Transportation employees and Food Service Personnel will not be required to work, and will not be compensated, when students are not in session (e.g., waiver days) unless specifically requested to work by their supervisor or the Superintendent.

## H. Seniority

Seniority, as used in this agreement, shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification or class within a classification computed from the date of hiring into a specific classification or class.

Employees who are simultaneously employed in more than one classification or class within a classification will accrue seniority in each classification or class.

If an employee changes job classification or class within a classification they shall keep their previous seniority but will start a new seniority in the new classification or class within a classification.

The resignation of an employee and subsequent rehiring starts the seniority calculation from the date of rehiring.

For the purposes of this section, employees using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave. Seniority shall start as of the date the Board acted to employ the employee. In the case of more than one (1) employee with the same date, seniority shall be determined by the date on which the employee submitted a complete job application.

Example 1: An employee who has worked as a bus driver for five (5) years and has been hired as a Class I kitchen helper in addition to their bus driver position, after completing one year of service will have accrued six (6) years seniority as a bus driver and one (1) year of service as a Class I kitchen helper.

Example 2: An employee who has been employed as a secretary for ten (10) years and gives up the secretary's position to become a Class II custodian, after completing one year of service as a custodian will have kept their ten (10) years seniority as a secretary and will have accrued one (1) year of seniority as a Class II custodian.

Example 3: An employee has worked for the District as a Class II custodian for seven (7) years resigns and two years later is rehired as a Class II custodian. After one year of service the employee will have accrued one (1) year of service as a Class II custodian.

## I. Reduction in Force

The following procedures will govern the reduction of classified staff made necessary through insufficient operating funds, decreased enrollment of pupils, abolishment of positions, and return to duty of regular employees after leave of absence or suspension of schools or territorial changes affecting the district.

1. Prior to any anticipated reduction, the superintendent shall advise the Union as to why the reduction is deemed necessary, what classifications or class within a classification are to be affected, the extent of the anticipated reduction and will provide the Union, at that time, with a list of all employees in each affected

classification or class within a classification indicating the seniority of each employee so listed.

2. Any reduction in staff will first be accomplished through attrition or by suspending the contracts of employees on eighteen (18) month probationary contracts employed in the affected classification or class within a classification, insofar as it is possible to do so. The employment of replacements for some positions may be necessary, however, in the event that employees in the system do not possess the necessary licenses and/or qualifications for a position that needs to be filled.
3. In the event further reduction in staff is considered necessary by the Board of Education, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools, who shall, within each classification or class within a classification affected, give preference to employees on continuing contracts and to employees who have greater seniority as defined in Article III, Section H of this agreement.

A reduction in force will be identified by job classification or class within a classification and by building. The employee displaced by a reduction in force shall be assigned to a position held by the least senior employee in that classification or class within a classification of equal hours or the closest number of hours that do not exceed the hours of the position that was reduced.

This same procedure will apply to each subsequent displaced employee. When all of the assignments are complete or if an employee declines an assignment, the last employee displaced will be the subject of the reduction and will be placed on the restoration list.

An employee may decline an assignment to a position of lesser hours and choose to be placed on the restoration list for a position of equal hours. An employee who declines a position of equal hours will give up all rights to be placed on the restoration list.

Employees with job classification or class within a classification seniority in more than one job classification or class within a classification can return to a previous job classification by displacing the least senior employee in that classification. Employees do not have an expectation of returning to their exact same position or hours when moving back to a previous job classification.

4. Reductions or layoffs shall be on the basis of job classification and classes within a classification. In the event of a reduction or layoff, an employee in a higher class within a classification shall first have the option to bump an employee with less seniority in his/her respective classification of employment
5. Job Classifications and classes within classification will be identified as follows:
  - a. Educational Aide

- Class I – Up to but not including 3 hours
  - Class II – Greater than 3 hours and up to 6 hours
  - Class III – Greater than 6 hours
- b. Office Personnel
- Class I – General Clerical not exceeding 4 hours
  - Class II – General Clerical greater than 4, less than 8 hours
  - Class III – General Clerical 8 hours
  - Class IV – Secretary 10 months
  - Class V – Secretary 12 months
- c. Kitchen Helper
- Class I – Up to but not exceeding 2 hours
  - Class II – Greater than 2 hours but less than 5 hours
  - Class III – 5 or more hours
  - Class IV – Assistant Kitchen Manager
  - Class V – Kitchen Manager
  - Class VI – High School Kitchen Manager
- d. Custodian
- Class I – Up to be not exceeding 3 hours
  - Class II – Greater than 3 but less than 8 hours
  - Class III – 8 hours
  - Class IV – Head Custodian
- e. Maintenance
- Class I – Unskilled Labor
  - Class II – Semi-skilled
  - Class III – Skilled
  - Class IV – Assistant to Engineer
- f. Courier – Not to exceed one and one-half (1 ½) hour day and to be substantiated by time slips, plus mileage. Position may be filled by current employee six (6) or less hours who can work courier time.
- g. LRC Aide
- h. Bus Drivers – Kindergarten routes are to be paid at driver's regular rate at a minimum of 1 ½ hours per day.
- i. Special Education Transportation Assistant – this position will remain in effect as long as there are at least five students on the special education bus. If the enrollment drops to less than five students, an automatic RIF occurs. This position would be recalled from the RIF list when the enrollment once again reaches five students.
- j. In School Suspension Monitor
- k. Health Nurse
- l. Sign Language Interpreter/ESL Interpreter
- m. Technology Assistant
- n. Sub Coordinator

6. Employees whose continuing contracts are suspended shall have the right of restoration to continuing contract status in order of seniority of classified service in the district, if and when positions become vacant or are created for which any of such employees are to become qualified.
7. Employees on the restoration list shall have the obligation to notify the Board of Education of their current mailing address. Notices of restoration shall be sent to the employee's last known address by certified mail. Notice is complete upon proof of mailing. The employee shall notify the Board of Education within fifteen (15) days from the date of mailing of his or her availability for such position. Failure of such notice by the employee within this time period is deemed to be a waiver of such employee's rights of restoration under this policy.
8. An employee on the restoration list does not have an expectation of being restored to a position of greater hours or calendar days of work. Should a position become vacant such position may be posted internally provided that such posting would not deprive the employee on the restoration list of being recalled to an equal position from which they were laid off from.
9. Employees who are the subject of a reduction in force will remain on the restoration list for 28 months from the effective date of the reduction.
10. Employees on the restoration list that decline a recall to a position of equal or greater hours or calendar work days forfeits all rights to further recall and shall be removed from the restoration list.
11. An employee on the restoration list may decline a recall to a position of lesser hours or calendar work days, and may remain on the restoration list under number 8 above.
12. During the restoration period, an employee shall be eligible to have his or her insurance coverage continued, provided the employee pays the full premium, if allowed by the insurance carrier.
13. Administrative and supervisory personnel are excluded from the provisions of this policy.
14. Nothing herein shall preclude the Board of Education from taking action on the recommendation of the Superintendent to otherwise fail to renew the limited contract of any employee in accordance with the law.
15. The Board of Education agrees to comply with this provision of the contract when making a reduction in force.

J. Calamity Days/Early Dismissal and Delays

Definition: Calamity day is a day that is not counted as a school day district wide due to an epidemic or public calamity such as ice, snow or flood (the latter being descriptive examples, but could include other conditions).

Calamities occur that require services to be rendered in order to function upon reopening. The regular employees of the School District are embodied of the skills, pride in their work and pride in the facilities and equipment to function the most effectively in preserving the safety, security and well-being of their facilities and equipment. Therefore, the regular employees of the district are in the best position to provide these services.

On days that schools are not in session due to calamities, or on days where the start of school is delayed, the essential classified employees will be at their work stations providing services to secure the building and/or equipment or to enhance the services they normally provide. Employees to perform work on those days will be authorized to work by the Superintendent and/or Assistant Superintendent.

Employees who are notified to work and do actually work on those days designated as calamity days shall receive their regular compensation for the day plus time and one-half for actual time worked as assigned on calamity days.

The number of calamity days shall be determined by state law. After the final calamity day all twelve (12) month employees will report to work for regular pay. Vacation days or personal leave may be used in lieu of reporting to work for twelve (12) month employees.

All employees at work during a two hour delay, which becomes a calamity day, will be guaranteed a minimum of two hours work, if actually worked, to be paid at time and a half in addition to their regular pay. Time sheets must be submitted.

K. Custodian/Cook on Duty

1. When a school building is rented to outside groups or when the school activity is open to the public, a custodian shall be on duty. If the event requires access to kitchen facilities, a cook will also be on duty. Athletic practice, music practice, play practice, and school club meetings are exempt from this requirement.
2. Any custodian or cook already on regular duty assignment in the building fulfills this requirement.

3. When a custodian or cook assigned to that building is not available, then any employee of the same classification may substitute.
4. In all cases when a building has been used, it shall be restored to a condition suitable for occupancy by the employee on duty.
5. A banquet shall be defined as an event where the school district contracts with the sponsor to provide food service for an event. All cooks except the "cook on duty" as described above, to work a banquet shall be paid \$7.25/hour for the length of the contract.

L. Transportation Policies

Kindergarten Bus Driver:

Drivers for the noon kindergarten bus runs will be employed under supplemental contracts to their basic bus driver contracts.

Special Transportation - Extra-Curricular Trips:

In assigning drivers to extra-curricular trips starting after 4:30 p.m., a rotation basis shall be used from a list maintained according to seniority in a descending order.

Regular contracted drivers shall be given the opportunity according to seniority in a descending order to take the extra-curricular trips scheduled before 4:30 p.m. on days when school is in session or drive their regular contracted routes. If a regular contracted driver elects to take the extra-curricular trip, he/she shall not be paid for any portion of the regular run that must be filled by a substitute driver.

In order to stabilize routes at the beginning of the school year and in order for students to become familiar with their regular driver, during the first two weeks of the school year, regular drivers may not drive for extra curricular trips if such trips interfere with their regularly assigned route.

Regular drivers new to the district are not eligible to drive extra curricular trips that interfere with their regularly assigned routes for the first two weeks of their employment. The transportation director is authorized to extend this period for an additional week if the driver has not exhibited proficiency on his/her regular route.

Any driver whose turn to drive for any extra-curricular trip unable to perform the service for any reason, emergencies excepted, shall forfeit his turn in that rotation. His next eligibility for a trip will be on the next rotation.

A driver who has not notified the director of transportation of not being able to take a listed trip within twenty-four (24) hours of posting is considered assigned to that trip.

Any driver, once scheduled for an extra trip, who cannot drive for that trip, must make arrangements with the next regular unscheduled driver in the rotation which follows descending order of seniority. The details should be reported to the transportation director at least eight (8) hours prior to the trip departure.

Any trip request submitted to the central office less than eight (8) calendar days from the date of the trip shall be returned to the originator. Exemptions to this paragraph are rescheduled trips. All other trips will be posted by the transportation director at least four (4) calendar days before the trip.

Any trip that extends into a regular route time due to overrun or breakdown will have the proper trip time prorated to the trip; however, no payment would be made for the regular route. Exceptions would be if the driver of a trip, due back between 1:45 p.m. and 2:30 p.m., would call bus garage and verify without doubt that the bus involved would return prior to 2:30 p.m. If a substitute is called and no verification is made, the substitute will drive the regular route.

The Superintendent or his designee shall have the authority to assign any emergency trip, such as tournaments, shuttles, etc., to any licensed bus driver employed by the school system. This includes all trips twenty-four (24) hours before the trip commences.

If a special trip is canceled after the special trip is started, the driver assigned to a trip shall be paid his/her regular daily rate.

#### Shuttle Bus Runs:

When two back-to-back shuttles are both less than one (1) hour each, then the time they overlap can be deducted.

#### Testing for Drugs and Alcohol:

The School District shall pay for required alcohol and drug testing expenses.

Bus Drivers and other Union employees required to be tested while on duty will be paid their regular rate of pay during the time required for the test. If the employee is required to report to work early or stay after their regularly scheduled work time they will be paid either the actual time required or one (1) hour, whichever is greater. If the employee is required to report at a time that is not directly before or after their regularly scheduled work time, the employee will be paid either the actual time required for the test or two (2) hours, whichever is greater.

On the first occurrence that a Union employee tests positive for alcohol (.04 and above) and/or controlled substances, the employee shall be required to attend a rehabilitation treatment program (Employee Assistance Program). The cost of the program shall be at the expense of the School District. The employee, at his/her

choice, shall be entitled to his/her accrued sick leave and/or medical unpaid leave of absence.

All test results shall be released to the employee.

Should a Union employee be required to submit to an alcohol/controlled substance test and an independent administrator is not available, a local law enforcement official will be contacted to administer the test. If the Union employee's test results in a reading between .02 and .039, the employee shall receive a written reprimand and an immediate twenty-four (24) hour unpaid suspension by the Superintendent. Further, the employee shall be required to attend an Employee Assistance Program.

Consequences for violation(s) of the DOT/FHWA Alcohol and Substance Regulations will be enforced.

Re-certification:

The board shall pay the cost of classes associated with bus driver's re-certification as well as the driver's regular rate of pay during class attendance.

M. Union Use of Space and Materials

The Union:

1. May use the copy machines at any reasonable time.
2. May use, without cost, duplicator paper and masters to send internal communication to its members.
3. May use school facilities when school is not in session to hold meetings at reasonable times.
4. Officers may use the school telephone during non-working or unassigned time to communicate with other schools in our district without charge.
5. Officers may call meetings of the membership after school, as long as they do not interfere with previously scheduled staff meetings.

N. Distribution of Master Contract

Copies of the Master Contract shall be provided at the expense of the Board of Education. The OAPSE Local #415 will reproduce copies for distribution.

The Board of Education hereby agrees to provide the typists and materials for compiling the Master Contract.

Copies will be distributed at the beginning of the employees work year to all classified employees or within thirty (30) days of finalization of the contract subject to both parties approval.

O. OAPSE Meetings

All regular employed classified personnel shall be permitted to attend the annual OAPSE District meeting without loss of pay.

Authorized delegates not to exceed two (2) shall be permitted to attend the annual OAPSE Conference for not more than three (3) days without loss of pay. Expenses for such meeting will be borne by the Union or the individuals.

P. Breaktime

The following schedule shall be the amount of time available for break and/or lunch time:

- |    |                  |            |
|----|------------------|------------|
| 1. | 5 hours of work: | 15 minutes |
| 2. | 6 hours of work: | 20 minutes |
| 3. | 7 hours of work: | 25 minutes |
| 4. | 8 hours of work: | 35 minutes |

This policy shall be uniformly administered throughout the school district. Failure to return to the building on time shall result in discipline. This schedule follows guidelines established on September 12, 1985.

Guidelines:

A classified employee may leave the building during break/lunch providing the following conditions are met:

1. The employee must notify his/her supervisor or principal.
2. The employee abide by the guidelines in the contract and sign the in and out sheet posted in the office.
3. The employee must be back to his/her assigned station within the 15, 20, 25, 35 minutes, whichever is applicable.

The following conditions must be in force when an eight (8) hour classified employee works nights (4 p.m. - 8 a.m.):

1. The employee must notify his/her supervisor or principal.
2. The employee abide by the guidelines in the contract and sign the in and out sheet posted in the office.

3. The employee must secure the building.
4. The employee cannot leave when WSOS or welfare workers are working.
5. The employee cannot leave when the building is rented to a non-school organization.
6. The employee cannot leave when school activities are in process.
7. The employee cannot leave the building when students or the public are in the building.

Q. Disciplinary Procedures

The following are guidelines for progressive disciplinary action which shall be used for employee job performance deficiencies and/or unacceptable employee conduct, standards or practice:

Step 1 - Warning

Written and/or oral notification to the employee. If written, the document shall be placed in the immediate supervisor's file, with a copy to the employee.

Step 2 - Reprimand

Written reprimand to the immediate supervisor, to the personnel file and a copy to the employee.

Step 3 - Suspension

Penalty of one (1) day suspension with loss of pay may be given with the approval of the Superintendent. Copy of suspension to the immediate supervisor, personnel file and the employee.

Step 4 - 3 day Suspension

Penalty of up to three (3) day suspension with loss of pay may be given; all suspension and/or loss of pay must be with the Superintendent's approval. Written copy to the immediate supervisor, personnel file and the employee.

Step 5 - Termination of employment contract

Written copy to the immediate supervisor, personnel file, Board of Education and employee. Termination shall be by the Superintendent.

Depending upon the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be initiated at the discretion of the Superintendent or his designee at any step. All discipline shall be for just cause.

All written warnings and suspensions shall be removed from employees' files after eighteen (18) months from occurrence upon employees' request.

OAPSE Representative will be available on the request of the employee.

All discipline involving steps 2 through 5 shall be appealable through the grievance procedure. The disciplined employee shall appeal said discipline within five (5) calendar days of the discipline to step 3 of the grievance procedure.

This Article shall supersede the rights granted to employees under Chapter 3319 of the Ohio Revised Code.

Nothing herein shall preclude the Administration from determining what is an offense for purposes of discipline.

The Board of Education shall have the authority to dock the pay of any employee for proven misuse, abuse and misrepresentation of any leave provision.

Bus drivers are subject to special reporting requirements for violation of the Motor Vehicle laws as outlined in O.R.C Section 3327.10(D)(1). Whenever a bus driver is convicted of a traffic violation, he/she must report that conviction to the Superintendent or his/her designee within twenty-four (24) hours.

R. Notice as to Salary

Each employee's annual notice as to salary shall include the following: classification, class, last date of hire, hourly rate and date of transfer to current classification.

S. Request for Seniority List

The Local President may request a complete seniority roster of all bargaining unit employees by classification. The roster shall include classification, class, last date of hire, hourly rate and date of transfer to current classification.

T. Dispensing Medications

The following procedures are to be followed when dispensing medicine to students:

1. All medications, in the container in which it was originally dispensed, are to be stored in a single locked storage cabinet. However, drugs which require refrigeration may be stored in a refrigerator in a place not commonly used by students.

2. Copies of the parents request to dispense the medication, as well as the physician's statement indicating dosages, special instructions and possible adverse reactions are to be secured with the medication.
3. The School Nurse is responsible for dispensing the medications to students during his/her presence in the school building.
4.
  - A. If medication is scheduled at a time when the School Nurse is not present in the building, the School Nurse shall place all medications in the appropriate dosages in secure containers with the student's name and time of dispensing clearly indicated thereon. Each secure container shall be kept in the locked storage cabinet or refrigerator and secured to the container in which it was originally dispensed. The School Nurse is expected to verbally or in writing provide instructions to the person(s) designated to dispense the medication to ensure proper dispensation of the medication, consistent with the most recent written instructions of the physician.
  - B. The person(s) designated by the principal to dispense medications to students shall dispense the medication, as secured and instructed by the School Nurse, to the student at the proper time.
  - C. At any time the medications to be dispensed have not been previously placed in secure containers by the School Nurse prior to his/her absence, the person(s) designated by the Principal may dispense the medication to a student from its original container following the most recent written instructions of the physician.
5. Under no circumstances are persons employed by the Clyde-Green Springs Exempted Village School District permitted to dispense and/or administer any medication to any student other than those medication authorized under and consistent with this Article and O.R.C. 3313.713.
6. Each person designated by the Principal to dispense medication shall be instructed to familiarize themselves with O.R.C. 3313.713 and this Article and will be given training and inservice on regular or over-time if necessary.
7. All persons newly designated to dispense medication shall be given copies of this Article and such instructions as may be necessary to ensure the proper dispensation of medication to students.
8. The Board of Education agrees to the following:
  - A. Refrain from disciplining an employee in any manner for any acts performed in good faith in connection with the administration of drugs or performing first aid.

- B. Indemnify and save harmless the employee(s) from all claims, demands, damages, liabilities, costs, expenses, or judgments for or arising out of actions connected with the administration of drugs or performing first aid whether caused by the negligence arising out of the employee(s) or otherwise.
- C. Provide a defense for said employee(s) in the event that said employee(s) is sued for any actions arising out of the administration of drugs or performing first aid.
- D. Reimburse the employee(s) for all expenses, including Attorney fees, incurred in defending any civil action(s) against the employee(s) as a result of the administration of drugs or performing first aid.

## ARTICLE IV - LEAVES OF ABSENCE

(Paid and Unpaid)

### A. Sick Leave

#### 1. Personal

Sick leave is provided for all employees at the rate of one and one-fourth (1 1/4) days for each completed month of service, cumulative to two hundred fifty (250) days for all employees. Each full-time employee is considered to be employed for twelve (12) months and consequently earns fifteen (15) days of sick leave each year. Days of earned sick leave shall be posted to the employees record on the first day of each month. All days earned will be converted to hours and reflected on the employee's paystub in that manner. For example: an eight (8) hour/day employee will be credited with ten (10) hours of sick leave each month.

Employees may use sick leave for absence due to injury, illness, exposure to contagious disease and other needs related to health for themselves or members of their immediate family. Employees may use sick leave for maternity purposes upon the receipt of the written advice of their doctor. For personal illness or immediate family illness, the employee (if requested to do so) must furnish the name and address of the attending physician after the third consecutive day of absence.

Fraudulent use of sick leave shall be considered grounds for reprimand and/or suspension without pay and may result in termination proceedings.

#### 2. Immediate Family

Immediate Family is defined as father, mother, step-parent, spouse, child, step-child, sister, brother or any other relative living under the same roof and/or legal

guardian.\* This shall not include permanent disability or invalid care for other than the employee except on a short term or emergency basis.

When the illness of a member of the employee's immediate family not residing in the same household requires the attendance of the employee, sick leave is limited to five (5) days at one time.

\*The employee shall provide the Treasurer with evidence of the guardianship. This evidence shall be privileged and not subject to public disclosure.

3. Bereavement

Employees may use one (1) paid day of absence per year, not chargeable to sick or personal business leave, for the death in the immediate family. Additional bereavement days shall be charged to sick leave. For this purpose immediate family is defined as: grandparents, grandchild, parents, step-parent, parents-in-law, spouse, children, step-child, brother, sister, brother or sister-in-law, or any other dependent or relative living in the same household as the school employee.

For absence due to the death of a close friend or relative, other than those enumerated in the above definition of "immediate family," a maximum of one (1) day annually of sick leave may be used. Additional days of absence shall be charged to personal leave or be unpaid.

B. Personal Business Leave

Each full-time employee shall be entitled to three (3) days per year (2 restricted - 1 unrestricted) and each part-time employee will be allowed a proportional number of days absence during each school year, without loss of salary, to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside the regular school day. These days of absence shall not be deducted from the employee's accumulated sick leave.

When all personal leave days or other applicable leaves have been exhausted and where the need is due to circumstances beyond the control of the employee, the Superintendent may grant additional days of personal leave provided the staff member explains the situation in writing. If granted additional days, these will be deducted from the next year's balance.

The employee shall inform his/her building principal or immediate supervisor of his/her intention to use these days at least twenty-four (24) hours before taking such leave, except in emergencies, in which case the employee shall notify the building principal or immediate supervisor at the earliest possible time so that a substitute may be secured.

The following are purposes for which the use of personal leave shall be authorized:

A. Accidents or catastrophes involving family property

- B. Court appearances as litigant or witness
- C. Observance of religious holidays where total abstinence from work is required
- D. Attend graduation exercise or other ceremony honoring the employee or member of the employee's immediate family
- E. Attend a conference or convention as an officer or delegate of an organization not directly related to public schools, but including among its purposes a concern for the civil, social, ethical and cultural or economic improvement of the community
- F. Visit members of the immediate family in the armed forces
- G. Wedding of the employee or the employee's immediate family or the employee's participation as a member of the wedding party
- H. Wedding trip of an employee
- I. Arranging for the purchase or sale of the employee's residence
- J. Appointment with attorney when such appointment cannot be made at times other than the regular school day
- K. Urgent personal problems of the employee or member of the immediate family
- L. Absence from assigned duties because of travel difficulties between the employee's place of residence and place of employment arising from storm, flood or other conditions beyond the control of the employee
- M. To enroll or perform any act required for enrollment in a college or university
- N. Settling estates
- O. Income tax audits
- P. Funeral of a close friend or relative
- Q. Other justifiable reasons as approved by the Superintendent

The employee shall be required to specifically identify which of the above listed authorized purposes is the basis for use of personal leave days. The identification of the purpose shall be accomplished by checking the applicable reason on a personal leave form which shall be available from each building principal or immediate supervisor. Upon certification by the employee that the purpose of such leave is one which has been authorized to this policy, the Superintendent shall approve the use of the leave.

Use of personal leave days immediately before or after holidays or vacation is discouraged. Requests for use of personal leave on these days must receive advance approval from the Superintendent or his designee.

Fraudulent use of personal leave shall be considered grounds for reprimand and/or suspension without pay and may result in termination proceedings.

For each of the three (3) days of personal business leave not used at the end of each work year, an employee shall be entitled to accrue an additional one (1) day of sick leave for each day of personal business leave not used.

C. Assault Leave

Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to covered employees absent due to physical disability resulting from assault under the following conditions:

Any classified employee who must be absent from his/her duties due to physical disability resulting from an assault while working in school related activities, on or off the school premises, before, during or after school hours, will be paid his/her full scheduled compensation for the period of such absence (subject to the limitation of the last paragraph). Assault shall be defined as an unlawful attempt or threat to injure another physically.

Before assault leave is granted, the employee shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location and time of the assault, names, addresses of witnesses (if known) and a physician's statement as to the nature of the disability and its possible duration. The employee shall choose his/her own physician at the employee's own expense. If doubt exists as to the validity of the claim, the Board or Superintendent may appoint an appeal physician at the Board's expense.

The Superintendent shall review the above-mentioned statement and make any further investigation he/she deems advisable. If, after the Superintendent's investigation and discussion of the matter with the employee involved, the Superintendent determines that charges should be filed, the employee shall file a complaint with the appropriate authorities. In any case, the employee acting in a personal capacity may notify the police if he/she judges such notification to be warranted.

The maximum number of days that may be used per assault is ten (10) days. Assault leave shall not be charged against sick leave earned or earnable by the employee.

D. Leave of Absence (Unpaid)

In addition to the Family Medical Leave Act, a leave of absence for one (1) year may be granted by the Board of Education at its discretion. Any applicant desiring such leave shall present, in writing, his request stating clearly the reason and purpose of the leave to the Superintendent. The Superintendent shall report the request, together with his recommendation, to the Board at the next regular Board meeting. Without request, the Board may grant a leave of absence to an employee because of physical or mental disability.

Purposes for which a leave of absence may be granted are:

1. Personal illness and/or illness of immediate family;
2. Physical or mental disability;
3. Maternity;
4. Military service;
5. Educational or professional purposes;
6. Election to political office.

Seniority and Experience Credit

Seniority and experience accumulation ends with the granting of a leave of absence and resumes with the employee's return to active duty.

If an employee requests a leave of absence for reasons of ill health, or pregnancy or when, without request, the Board of Education proposes to grant him a leave on account of physical or mental disability, or when returning from a leave of absence, the employee shall submit to a physical examination by a physician, medical doctor or registered psychiatrist. The record of a health examination shall be treated as confidential material.

If a leave of absence is granted for one (1) year for personal illness, it may be extended for a second year by written request presented to the Superintendent and with the approval of the Board.

Any employee who is on leave of absence and who wishes to return to his duties shall notify the Superintendent of such intention. Failure to return to regular duties at the expiration of the leave of absence shall be considered a violation of the contract and shall terminate the employee's connection with the school system.

Return to Duty

If an employee returns from an unpaid leave of absence within the first two (2) years of the leave, the employee is entitled to return to the position in which they vacated. A substitute employee may be placed in the position vacated by the employee on leave.

No employee shall be allowed to remain on an unpaid leave of absence for a period to exceed two (2) years.

E. Professional Days

Leaves may be granted for professional improvement of the employee and/or the school system to attend professional conferences upon the request of the individual and approved by the Superintendent.

No individual employee may utilize more than three (3) such days in a given school year. These days may be used together or separately. To qualify under this policy, a conference, clinic, workshop, etc, must be related to an employee's current assignment.

Applications shall be made in writing as far in advance as possible but no later than ten (10) workdays in advance of the leave. An agenda for the meeting must be submitted at least five (5) days in advance or approval for attendance will be cancelled. In addition to stating the date, place, and nature of the meeting, an estimate of expenses shall also be given. Applications shall be submitted to the Superintendent. At the time approval is granted by the Superintendent, the employee shall be informed of the maximum amount of expenses to be reimbursed.

The following expenses shall be paid by the Board for those employees who receive approval to attend professional conferences.

- a. Travel by car is reimbursed at the rate currently approved by the Board of Education.
- b. Claims for lodging which must be accompanied by a receipt marked "paid". Items such as telephone calls, room service, pay TV and tips are not reimbursable. The maximum amount reimbursable for overnight accommodations shall be seventy-five dollars (\$75.00) per day (or reimbursed at the rate currently approved by the Board of Education).
- c. Registrations fees.
- d. Claims for necessary meals, which must be accompanied by receipts. Tips and alcoholic beverages are not reimbursable. The maximum amount reimbursable for meals shall be twenty-five dollars (\$25.00) per day (breakfast - \$6.00, lunch - \$8.00, and dinner - \$11.00) (or reimbursed at the rate currently approved by the Board of Education.)
- e. Travel expenses other than by car, when approved by the Superintendent.

When an employee has been directed to attend a professional meeting by the Superintendent or by the building principal or when a professional leave is taken because of an extra-curricular responsibility, the day(s) in questions shall not be deducted from the three (3) days referred to above.

In order to share the benefits of the conference with the Board of Education, a short typewritten report should be submitted by each employee who attends professional conferences on a form provided by the Board. This report shall be filed with the Superintendent within a week following the close of the conference.

Membership fees in organizations are personal and are the responsibility of the individual.

In order to receive payment for allowable expenses, the employee must submit the appropriate voucher and all pertinent receipts within a week following the professional day.

## **ARTICLE V - SALARIES AND FRINGE BENEFITS**

### **A. Holidays**

1. Effective July 1, 1975, all classified school employees employed on a contractual basis are entitled to all legal holidays with pay, that fall within their regularly scheduled work year. For the purposes of this Agreement, New Years Eve, New Years Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and Presidents Day.

When a holiday falls in the scheduled work week, the employee must work the scheduled day before and the scheduled day after the holiday, unless excused for medical reasons, to be eligible for holiday pay.

While not in the present schedule, should the school calendar be changed to have any or all of the following days observed as school holidays, the classified employees will be paid their regular days pay:

2nd Monday - October  
4th Monday - October

2. Holiday and Sunday Pay:
  - a. Holidays on the approved list - not worked - paid straight time.
  - b. Holidays on the approved list - worked - regular pay plus double time will be paid for the time worked on holidays.
  - c. Sundays - hours worked - double time.

B. Vacations

Any full-time twelve (12) month employee, who shall have been a full-time employee for one (1) year by July 1, will receive vacation with pay according to the following schedule:

1 - 5	years	-----	10 days
6	years	-----	11 days
7	years	-----	12 days
8	years	-----	13 days
9	years	-----	14 days
10	years	-----	15 days
11	years	-----	16 days
12	years	-----	17 days
13	years	-----	18 days
14	years	-----	19 days
15	years	-----	20 days
16	years	-----	21 days
17	years	-----	22 days
18	years	-----	23 days
19	years	-----	24 days
20	years	-----	25 days

Less than 1 year by July 1 receives:  $\frac{\text{Months worked} \times 10 \text{ days}}{12}$  \*

If a full-time twelve month employee, who has been employed for ten (10) years or more, in the district, leaves employment, they will be granted additional vacation days based on the formula above\* at the vacation schedule to which they are entitled.

Absence forms shall be submitted to document vacation days taken.

No vacation pay will be allowed in lieu of vacation time. No vacation shall accumulate. Vacation time may be taken anytime. Except in extraordinary circumstances, no vacation shall exceed ten (10) consecutive working days in duration. At any one time no more than fifty percent (50%) of the custodial and/or maintenance staff of each building shall be absent for vacation.

The vacation to be awarded for any contract year will be available for use on the preceding June 1, giving the employee a thirteen (13) month window for use of vacation days.

C. Retirement Compensation/Transfer of Sick Leave

Each employee serving in a regular assignment under contract with the Clyde-Green Springs Board of Education may elect to receive a cash payment at retirement for accrued but unused sick leave.

## Section I

1. To be eligible, the employee must meet all the following criteria:
  - a. Be a regular employee under contract with the Clyde-Green Springs Board of Education;
  - b. Have performed for a minimum of ten (10) years in one or more of the political subdivisions of Ohio which participates in the STRS, SERS or the PERS Retirement Systems;
  - c. Be qualified for retirement benefits under one or more of the above systems;
  - d. Have entered a retirement-in-fact status for which the Board has received an application for processing from the retirement system for retirement benefits for such employee and this application has been accepted by the retirement system.
2. Persons with less than ten (10) years of service in the Clyde-Green Springs School District will be paid based on twenty-six percent (26%) of the accrued but unused days of sick leave up to one hundred fifty (150) days or maximum of thirty-nine (39) days.
3. Persons with ten (10) or more years of service in the Clyde-Green Springs School District will be paid based on twenty-six percent (26%) of the accrued but unused days of sick leave up to two hundred and fifty (250) days or maximum of sixty-five (65) days.

At the time an individual becomes eligible for severance pay, he/she shall have the option of deferring the payment of his/her severance pay until after the start of the next calendar year.

4. Should an employee with at least ten (10) years of service die prior to retirement, the amount of severance pay to which he/she would have been entitled, as calculated in accordance with the above stated provisions, shall be paid to the beneficiary designated on his/her Board provided life insurance.
5. Each employee at the time of retirement shall be eligible for an additional retirement bonus equal to one hundred fifty dollars (\$150) per diem contractual hours.

## Section II

Procedures at separation from employment:

1. Employee meeting the criteria of Section I shall submit the request for separation to the Clyde-Green Springs Board of Education through the Superintendent of Schools.
2. The Board of Education shall consider the request for separation.
3. An employee who retires, resigns effective on the day preceding the first day of the next school year, or who is released due to a reduction in staff shall have the option of one of the following:
  - a. Being paid the remainder of his/her contract the pay following his/her retirement, resignation or release date.
  - b. Being paid on the current 26 pay schedule for the remainder of his/her contract.

Severance pay for those retiring shall be paid the next pay after the final salary payment. Fringe benefits will terminate on the date of retirement, release or resignation.

D. Overtime

Classified employees shall be paid overtime premium based on the following;

1. Time and one-half for:
  - a. Time worked in excess of eight (8) hours in a twenty-four (24) hour period.
  - b. Time and one-half for Saturday work, if it exceeds forty (40) hours paid within one (1) week (excluding payment for sick leave or vacation).
2. Double time will be paid for time worked on Sundays.
3. Regular pay plus double time will be paid for time worked on holidays.
4. Any employee called in to work on a day or at a time when the employee is not scheduled to work shall receive a minimum of one (1) hour pay at the appropriate rate of pay under this agreement, excluding routine boiler checks.

E. Payroll Deductions

The Board of Education shall provide payroll deduction options to all members of the classified staff for participation in the following:

1. Medical/Dental/Vision
2. Union Dues/Fair Share

3. City Income Taxes
4. Annuities sold by companies which have prior Board approval
5. Cancer Insurance
6. School District Income Tax
7. People Deduction

All deductions, except Union dues, will be made over a twelve (12) month period beginning with the first payday of each contract year. Additions or deletions in payroll deductions shall occur on the payroll following notification made to the Treasurer. Notification must be made ten (10) days prior to payroll. Annuity companies must have prior Board approval.

Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Treasurer. Dues deduction authorization may be revoked by an employee during a 10 day period ending August 31. Dues deduction authorization not revoked during the 10 day period shall continue for successive periods of one year. Written notice of revocation shall be served upon the Treasurer of the Board of Education and State Union Treasurer.

If any member of the Union resigns, retires or is terminated prior to the payment of his/her total dues, the ex-employee is hereby responsible for payment of any deficiency and the Union hereby agree to hold harmless the Board of Education for any delinquent dues amount due and owing.

F. Insurance

To be eligible for any medical, dental or vision insurance an employee must be contracted in excess of four and one-half (4 ½) hours per day or be eligible for coverage on or before July 1, 2004 in which case the employee will be allowed to continue coverage throughout their continual employment with the district. If an employee leaves employment after July 1, 2004 and is subsequently rehired, he/she will be treated as a newly hired employee for purposes of insurance eligibility.

1. Medical Insurance

- a. Two health insurance plans will be available to employees. The plans shall be known as:

*SuperMed Classic*–Option 5 (a comprehensive medical plan)

*SuperMed Plus* – Option 6 (a Health Savings Account eligible medical plan)

All insured employees and insured spouses shall complete the San-Ott provided wellness screening. If an insured employee and/or his or her insured spouse do not complete the San-Ott wellness screening, the employee shall be required to pay any increase in the base premium resulting from such non-completion.

The President and designated representatives of the bargaining unit shall receive a copy of the plan descriptions. All bargaining unit members will be given an opportunity to review a plan description prior to enrollment.

- b. SuperMed Classic – Option 5 The employee cost of the Option 5 plan is outlined below.

<u>Daily Hours Worked</u>	<u>Board Share</u>
above 3 hours up to 5 hours/day (grandfathered employees only – up to 4 ½ hours/day)	50%
above 5 hours up to but less than 8 hours/day	73%
8 hours/day	93%

Employees who remain on Option 5 shall receive a one-time payment on the first pay period of January, 2014 based upon the following schedule:

Above 3 hours up to 5 hours/days	\$1,160.00
Above 5 hours up to but less than 8 hours/day	\$1,740.00
8 hours/day	\$2,320.00

Annually the Board shall deposit into a Health Savings Account (HSA) the following amounts for employees utilizing Option 6:

8 hours/day:

\$1,200.00 for employees carrying single medical coverage

\$2,400.00 for employees carrying employee + spouse, employee + child(ren) or family coverage

Above 5 hours up to but less than 8 hours/day:

\$900.00 for employees carrying single medical coverage

\$1,800.00 for employees carrying employee + spouse, employee + child(ren) or family coverage

Above 3 hours up to 5 hours/day:

\$600.00 for employees carrying single medical coverage

\$1,200.00 for employees carrying employee + spouse, employee + child(ren) or family coverage

For calendar year 2014 only, the deposit shall be made based on the following schedule:

8 hours/day:

\$2,500.00 for employees carrying single medical coverage

\$5,000.00 for employees carrying employee + spouse, employee + child(ren) or family coverage

Above 5 hours up to but less than 8 hours/day:

\$1,800.00 for employees carrying single medical coverage

\$3,600.00 for employees carrying employee + spouse, employee + child(ren) or family coverage

Above 3 hours up to 5 hours/day:

\$1,200.00 for employees carrying single medical coverage

\$2,400.00 for employees carrying employee + spouse, employee + child(ren) or family coverage.

One half of this deposit shall be made by January 31, of each calendar year and the second half by July 31. Funds deposited into a Health Savings Account become the property of the employee and can be accumulated from year to year. Additional tax-deferred contributions may be made to the HSA by the employee subject to IRS limitations.

Employees who enroll in Option 6 at any time other than open enrollment are not eligible for Board HSA contributions for that year.

d. Working Spouse Eligibility – To be covered under the medical plan of the district, spouses of bargaining unit members must enroll in at least single coverage through their employer if:

1. The spouse is eligible for health insurance through his/her employer.

2. The spouse will be eligible for health insurance through his/her retirement system when the spouse retires.

If one (1) of the above pertains to the spouse:

1. The spouse needs to enroll on their employer's plan at their next open enrollment period for at least single coverage.
2. The spouse can still be covered on the district's policy as secondary.

The spouse is exempt from this requirement if:

1. The spouse does not have access to employer subsidized health insurance.
2. The spouse is employed by another school district inside the San-Ott Insurance Consortium.
3. The spouse must contribute more than \$100 per month to obtain single coverage through his/her employer through July 31, 2009. Beginning August 1, 2009 this exception limit amount will be changed to equal 50% of the single premium of the Option 4 plan which is reset by the San-Ott Board annually. Upon the elimination of Option 4, the limit will become 50% of the premium of the highest single plan offered by the San-Ott Board.
4. The spouse was retired prior to August 1, 2004, eligible for Medicare, but not on the retirement system program. In other words, any spouse retired before the effective date (8/01/04) is grandfathered onto the district's program and is not required to pick up the retirement coverage.

When the spouse has enrolled in a plan maintained by his/her employer, coverage for the spouse under the district plan will be secondary to the coverage provided by the spouse's employer's plan.

## 2. Dental Coverage

The Board shall make a comprehensive dental insurance plan available to qualified employees per the following schedule.

<u>Daily Hours Worked</u>	<u>Board Share</u>
3 hours/day or less	25%
above 3 hours up to 5 hours/day	45%

above 5 hours up to but less than 8 hours/day	65%
8 hours/day	90%

The President and designated representatives of the bargaining unit shall receive a copy of the plan descriptions.

3. Vision Coverage

The Board shall make available a vision insurance plan to qualified employees per the following schedule.

<u>Daily Hours Worked</u>	<u>Board Share</u>
3 hours/day or less	25%
above 3 hours up to 5 hours/day	45%
above 5 hours up to but less than 8 hours/day	65%
8 hours/day	90%

The plan will have the following benefits:

Deductibles – none

Examination – once every twelve (12) months

Lenses – once every twelve (12) months

Frames – once every twenty-four (24) months

4. 1987 Grandfathering Clause

Employees who were enrolled in the Board paid medical, dental and vision plans as of March 13, 1987, shall be entitled to be enrolled in said medical, dental and vision plans at the Board's highest share of premium payment for their entire careers with Clyde-Green Springs Board of Education, no matter what said employee(s) hours of work per day numbers. If a grandfathered employee under this section elects to discontinue coverage and then renews coverage, the Board's percentage of payment toward said medical, dental and vision shall be based upon the number of hours worked by said employee. If an employee is required to be on an unpaid leave of absence (i.e., disability, exhaustion of sick leave, worker's compensation) and said employee cannot continue coverage at his/her cost, said employee, upon return fro leave, shall be entitled to medical, dental and vision benefits at the highest board share as if they had not been on an unpaid leave. Eligible means hired on or before March 13, 1987 and working more than three (3) hours per day.

5. Payment in Lieu of Insurance

Any eight (8) hour classified employee who elects to decline coverage shall be eligible for the following options:

- a. An employee eligible for family coverage may decline Board medical coverage and receive \$2,000 divided into two equal semi-annual payments.
- b. An employee eligible for family coverage may elect to take single insurance coverage and receive \$1,000 divided into two equal semi-annual payments.
- c. The above options shall apply to district employees who are husband and wife with the exception that one employee must take family coverage or both employees must take single coverage.
- d. An employee who elects to participate in this insurance option and during the year loses insurance coverage through divorce, death, job loss, layoff, or any event outside the employee's control shall be provided Board insurance coverage upon notification of the district Treasurer.
- e. This option shall be annual from September 1 to August 31.
- f. Any employee electing to take this insurance option shall receive the first payment within one month of the end of the first six months of participation (by March 31) and shall receive the second payment within one month of the end of the second six months of participation (by September 30).
- g. The above payments in lieu of medical insurance shall not be subject to SERS contribution but shall be subject to all other applicable taxes.

6. Life Insurance

All classified employees shall be eligible for term life insurance with an accidental death and dismemberment feature.

Regularly contracted employees shall receive this Board paid coverage on the following schedule:

<u>Hours Employed</u>	<u>Insurance Coverage</u>
2,000+ -----	\$40,000
1,500 to 1,999 -----	30,000
1,000 to 1,499 -----	25,000
500 to 999 -----	20,000*
300 to 499 -----	17,500

\*Bus Drivers are included in this category.

G. Section 125 Plan

A Section 125 flexible spending account shall be available to each employee for a premium conversion plan. Dependent care and medical reimbursement plans will be available at the option of the Board. Participation in such an account shall be at the option of each individual employee. The Board shall pay such administrative costs as may be required by the plan.

H. Salary Schedules

For the purpose of calculating salaries, the following classification shall apply, noted below each classification are classes:

Courier - Not to exceed a one and one half (1 1/2) hour day and to be substantiated by time slips, plus mileage. Position may be filled by current employee six (6) or less hours who can work courier time schedule.

Aides - Class I, II & III - Educational Aide

LRC Aides- Class I  
Class II

Bus Drivers - Kindergarten routes are to be paid at driver's regular rate at a minimum of 1 1/2 hours per day.

Custodial - Class I, II & III -- Assistant Custodian Day or Night  
Class IV -- Head Custodian

Food Service

Class I, II & III -- Kitchen Helpers – Effective July 1, 2010 the salary schedule for Class I, II & III Kitchen Helpers will be adjusted by an additional 10 cents per hour at all steps. Job descriptions will be modified to add the additional duties of cashier.

Class IV -- Assistant Kitchen Managers (Employees who were categorized Class IV as Cashiers prior to July 1, 2010 shall remain in that classification through their continual employment with the district at their number of hours assigned at that time. Additional hours granted beginning July 1, 2010 will be paid at Class I, II or III.

Class VI -- Kitchen Managers

Class VI -- CHS Kitchen Manager

Maintenance

Class I -- Unskilled Labor

Class II -- Semi-skilled

Class III -- Skilled

Class IV -- Assistant to Engineer

Office Personnel

Class I, II & III -- General Clerical

Class IV & V -- Secretaries

In School Suspension Monitor

Special Education Transportation Assistant

This position will remain in effect as long as there are at least five students on the special education bus. If the enrollment drops to less than five students, an automatic RIF occurs. This position would be recalled from the RIF list when the enrollment once again reaches five students.

Health Nurse

Sign Language Interpreters

Technology Assistant

Sub Coordinator

I. Boiler License

Any custodian or maintenance worker possessing a valid low pressure stationary steam boiler license shall be paid \$.20 per hour in addition to his regular rate upon assignment by the Superintendent.

In addition, any custodian or maintenance worker possessing a valid low pressure stationary steam boiler license shall be paid an additional \$.15 per hour when assigned to a position where the license is required in connection with the employee's regular duties.

J. Rentals Uniforms

The Clyde-Green Springs Board of Education shall provide all custodial and maintenance employees five (5) rental uniforms consisting of five (5) shirts and five (5) pairs of slacks per week which shall be worn while on duty.

K. Reimbursement for Job Training

Reimbursement will be considered for job training for all non-probationary employees with prior approval of the Superintendent. An employee shall receive reimbursement for training outside their assigned hours when the training is applicable to upgrading techniques or knowledge in direct relation to the employee's position. Application for reimbursement may be obtained from all school offices.

During the life of the contract, the Board of Education shall appropriate for each school year four thousand dollars (\$4,000.00) for professional development. Two thousand dollars (\$2,000.00) is to be used from July 1st through December 31st and two thousand dollars (\$2,000.00) is to be used from January 1st through June 30th.

L. SERS Pick-Up

Effective July 1, 1987, the Board of Education agrees to designate each employee's mandatory contributions to the State Employees Retirement system as "picked up" by the Board as contemplated by Internal Revenue Service ruling 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. The amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's SERS contribution which has been designated as "picked up" by the Board. The amount designated as "picked up" by the Board shall be included when computing final average salary, daily rate of pay, severance pay and supplemental salary.

This policy applies without exception to all employees represented by the Clyde-Green Springs OAPSE Local #415. The pick-up shall become effective July 1, 1987, and shall be applied to all earnings paid after that date. The amount to be tax sheltered on behalf of each employee shall be ten percent (10.00%) of the employee's total compensation, or such higher rates as may be imposed by the SERS as required employee contributions.

M. Pay Periods

Due to the calendar year not being divisible by seven, leap years, and variations in the start of the school calendar, it may be necessary for the first pay of the new school year to be three (3) weeks after the last pay of the prior school year, to adjust such that an employee does not receive pay until days are worked. The Board shall notify the

association of the need to have a 3 week interval between pays within 30 days of determining this need.

N. Bus Driver/Maintenance Worker Jackets

1. The Clyde-Green Springs Board of Education will purchase jackets for the bus drivers and maintenance employees every three years for as long as the language is included in the agreement.
2. The most recent jackets were purchased in 2008 (2011 will be the next purchase).
3. The Board of Education will pay a maximum of \$70 per jacket.
4. Only those bus drivers and maintenance employees employed by the Board at the time of the purchase shall receive jackets; drivers/maintenance employees hired after the jackets are purchased will receive their jackets the next time jackets are purchased. Drivers and maintenance employees shall have input on the jackets selected.

O. Bus Drivers

1. Drivers must report eighteen (18) minutes prior to departure for pre-trip inspection, cleaning and fueling.
2. Lay-over time will be paid at regular rate. Twelve (12) minutes after the route is completed is to be used for clean-up and fueling.
3. Route overtime is to be approved by the transportation director and described on the time sheet.
4. Overtime and pay deducts will be calculated in 6-minute increments.
5. Wages at the beginning of the year, will be paid based on time estimated by transportation director. Adjustments will be made approximately the 1st of October and differences will be pro-rated within remaining pays. Insurance qualification will be based on the adjusted hours. A time recording system will track actual time worked and pay adjustments will be made on a bi-weekly basis.
6. Extra trips will be paid a flat rate equal to Step A on the Bus Driver Salary Schedule for both driving and "waiting" time. If the extra trip requires a driver to miss a regular route in order to take an extra trip assignment, he/she shall be paid their regular rate for up to the number of hours missed. (i.e. a driver misses their afternoon route of two (2) hours to take a four (4) hour extra trip for baseball/softball, the driver would be paid two (2) hours at their regular rate and two (2) hours at the trip rate).

Procedure for payment for extracurricular bus trips including field trips and trips by athletic and musical departments and other authorized school organizations: The organization planning a special trip shall stipulate the time that the bus is to be situated for loading. Pay for the driver of the bus shall start from the time required for the trip and continue until the return of the bus to the point of origin.

7. Overnight Trips.

Trips involving a night layover time shall not require pay for a driver for sleeping time. This time shall not exceed ten (10) hours. All off-duty time, including sleeping time, shall not exceed ten (10) hours for any one night trip. (Lodging for the driver is to be furnished by the sponsoring organization.)

8. The Board shall pay up to \$20 of the renewal of any employee's C.D.L. license when provided with documentation.
9. On - Board Instructors shall be paid an additional \$1.00 per hour above their regular hourly rate of pay for all time as Instructor.

P. Fair Share Fee

Effective July 1, 1989, all employees in the bargaining unit, who sixty (60) 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, 1989, who do not become members in good standing of the Union shall pay a fair share to the Union effective sixty (60) 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 Local #415 shall indemnify and hold the Board, and any of its agents 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.

The deduction shall be made each payroll - October through May, for all bargaining unit employees.

Dues deduction shall be transmitted by the Treasurer to the State Association Treasurer within ten (10) days after such deductions are made.

Q. Court Appearances

Any time an employee is required to appear in court on school related business, said employee shall be paid at their appropriate rate of pay for the time scheduled to appear in court. These hours shall not count as hours of work. Time will be substantiated by time slips or court documents.

R. Cafeteria Certification

Cafeteria workers who have been certified by the School Nutrition Association shall receive \$75 each year for re-certification. The employee shall submit a copy of the certificate to the Treasurer of the Board to receive this payment.

S. Salary Schedule Placement Upon Transfer Within or Between Classifications

When an employee transfers to a position in a different class but within a classification, all experience credit carries with the transfer.

Effective July 1, 2000, when an employee vacates one position to transfer to a position in a different classification he/she will be placed at the lowest experience level whereby no loss in hourly rate from the previous position will occur. In no circumstance will the employee be placed at an experience level higher than in the previous position, except that when an employee returns to a position in a different classification than he/she is currently working, he/she will not be placed at a level lower than which the employee had attained during the prior service in that position.

Employees who work less than full time may assume additional positions if their schedule permits. When this situation occurs the employee will be placed at the beginning experience level for the additional job unless they have previously held a position within the classification where they had attained a higher experience level.

T. Retirement Incentives

An employee may choose between the following two options at their first eligibility for retirement under the School Employees Retirement System (SERS).

1. Victory Lap Program

The Board of Education and OAPSE Local #415 hereby establish an option of an additional year of employment for members of the bargaining unit under the following conditions and criteria:

- a. A bargaining unit member wanting consideration for the above option shall be those bargaining unit members who are first eligible for retirement under SERS (30 years of service at any age, 25 years and fifty-five years of age, or 5 years and 60 years of age) and who have been employed in the school district for at least five (5) years.
- b. In the event the bargaining unit member became first eligible for retirement by reaching age fifty-five (55) with twenty-five (25) years of service or by reaching the age of sixty (60) with five (5) years of service and had not taken advantage of this program, the bargaining unit member will have a second chance to take part in the program upon completing thirty (30) years of service.
- c. A bargaining unit member shall make written request to the Superintendent at least ninety (90) calendar days prior to the effective date of the SERS-approved retirement. The Board will act to accept the bargaining unit member's seniority.
- d. For each qualified bargaining unit member who is eligible for the incentive, said bargaining unit member shall be entitled to employment for two (2) additional semesters beyond the bargaining unit member's retirement date.
  - i. If the bargaining unit member elects to retire and to return to work prior to the ending of the first semester, that member's incentive program would end at the semester break of the following school year.
  - ii. If the bargaining unit member elects to retire and to return to work in the second semester, that member's incentive program would end at the conclusion of the following school year (June 30<sup>th</sup>).
- e. A bargaining unit member in the incentive program shall maintain all seniority rights and shall receive compensation at the appropriate rate and step of the negotiated salary schedule, as well as receiving any negotiated benefits' package (to include insurance) for which the bargaining unit member is eligible.
- f. The employment of the bargaining unit member in good standing shall end on the appropriate date established under this program without further action by the Board of Education.
- g. It is the responsibility of the bargaining unit member to show evidence from SERS that the member is within their first year of retirement eligibility (except as noted in #2 above). The district Treasurer will be responsible for determining if the employee meets the eligibility for participation in the program.

2. Pay at Retirement Incentive

An employee who elects to retire at the end of the contract year when they are first eligible for retirement shall be entitled to receive thirty-five percent (35%) of accrued but unused sick leave in lieu of the retirement compensation described in Article V (c) 2 & 3. It is the responsibility of the employee to provide proof of eligibility to the district. The district Treasurer will have the responsibility to determine eligibility.

U. Cafeteria Worker Uniforms

The district will provide eight (8) shirts annually per employee for wear by food service personnel. The maximum amount expended per year will be \$100 per employee per year. A committee of employees and the food service director will determine the selection. Shirts purchased will be expected to be worn.

V. Attendance Incentive

If a classified employee is not absent during the course of a contract year due to the taking of sick leave, personal leave or leave without pay, the employer shall pay the following stipends to the employee:

Four hours or less employee -	\$150
More than 4 to 6 hour employee -	\$250
Over 6 to 8 hour employee -	\$350

The amount of the attendance incentive will be based upon the employee's job assignment on the last day of his/her contract year. This payment shall be made to the employee in the first paycheck in August.

For a new employee to be eligible for this reimbursement, the employee must work at least nine (9) months of the contract year and the above amount will then be prorated based on the number of months worked. (i.e. an employee who worked 10 months with perfect attendance would receive 10/12 of the above amount). This language will be retroactive to the 2006-07 contract year.

W. Custodian Extra Duties

When a facility has been rented that requires a custodian to be on duty, the custodian shall be paid for actual time worked, but is authorized to work and be paid for a minimum of two (2) hours.

X. Aide Certification

Aides will be reimbursed for the cost of their recertification.

Y. Documentation of Time Worked

During the 2010-11 contract year, a time recording system will be implemented to document all time worked. Pay adjustments will be made on a bi-weekly basis to reflect actual time worked. A labor-management committee will be formed to work toward implementation of a system of recording time for all classified personnel.

Z. BCI/FBI Checks

Effective July 1, 2010, the Board of Education shall reimburse bargaining unit members \$50 for the BCI/FBI background checks required by law. Such reimbursement shall be made within thirty (30) calendar days of the Board's receipt of evidence that the employee has paid for the background checks.

## ARTICLE VI

### OTHER PROVISIONS

A. Waiver and Entire Agreement

The negotiating parties acknowledge that during negotiations resulting in the Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of the right and opportunity are set forth in the Agreement.

The Board and OAPSE Local #415 each agree the other shall not be obligated to comply with any subject or matter not specifically referred to or covered in the Agreement even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

All rights and duties of both parties are specifically expressed in the Agreement and other past agreements OAPSE Local #415 and Board negotiated that can be documented by official Board minutes. These latter two items constitute the entire Agreement between the parties and conclude collective bargaining for its term; subject only to a desire by both parties to agree mutually to amend or supplement at any time.

B. Amendment Procedures

Recognizing that circumstances may dictate the advisability of amending negotiated agreements, it shall be possible to do so by mutual consent of both parties. The party desiring to initiate discussion of an amendment may do so by written request to the other party. A meeting for this purpose shall be held within ten (10) work days of the request.

To be valid, an amendment must be properly signed and ratified by each party. Such amendments shall then be attached to the Master Contract.

C. Conflict with Law

If any provision of this Master Contract, or any application of the provisions of the Master contract, or any agreement reached under its terms, conflicts with any federal or state law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative but the remaining provisions hereof shall remain in effect. All portions of the provision(s) in question which are not contrary to law shall remain in effect.

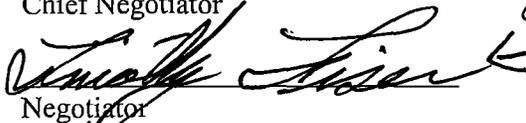
D. Duration of Agreement

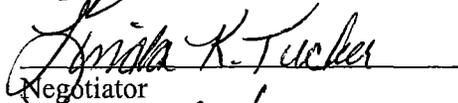
This Agreement shall be effective the first day of July, 2013, to the thirtieth day of June, 2014, both dates inclusive.

FOR THE CLYDE-GREEN SPRINGS  
LOCAL # 415 OF OHIO  
ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES

FOR THE CLYDE-GREEN SPRINGS  
BOARD OF EDUCATION

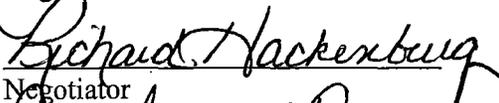
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Chief Negotiator

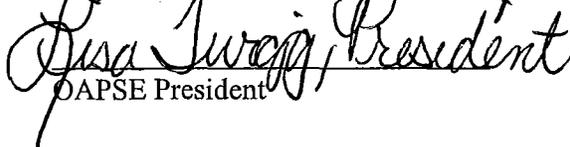
  
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OAPSE President

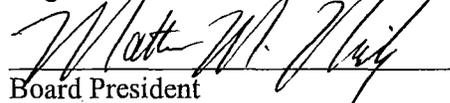
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Chief Negotiator

  
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Negotiator

  
Board President

# CLYDE-GREEN SPRINGS SCHOOLS

NONCERTIFIED SALARY SCHEDULE  
EFFECTIVE JULY 1, 2013

## AIDE

STEP	CLASS I	CLASS II	CLASS III
	EDUC AIDE (3 HRS OR LESS)	EDUC AIDE (>3 HRS TO 6 HRS)	EDUC AIDE (>6 HRS)
A	\$12.104	\$12.104	\$12.104
B	\$12.407	\$12.407	\$12.407
C	\$12.702	\$12.702	\$12.702
D	\$13.003	\$13.003	\$13.003
E	\$13.300	\$13.300	\$13.300
F	\$13.602	\$13.602	\$13.602
G	\$13.778	\$13.778	\$13.778
H	\$13.957	\$13.957	\$13.957
I	\$14.136	\$14.136	\$14.136
J	\$14.316	\$14.316	\$14.316
K	\$14.492	\$14.492	\$14.492
L	\$14.614	\$14.614	\$14.614
M	\$14.753	\$14.753	\$14.753
N	\$14.870	\$14.870	\$14.870
O	\$15.013	\$15.013	\$15.013
P	\$15.408	\$15.408	\$15.408
Q	\$15.522	\$15.522	\$15.522
R	\$15.559	\$15.559	\$15.559
S	\$15.601	\$15.601	\$15.601
T	\$15.643	\$15.643	\$15.643
U	\$15.882	\$15.882	\$15.882
V	\$15.997	\$15.997	\$15.997
W	\$16.033	\$16.033	\$16.033
X	\$16.076	\$16.076	\$16.076
Y	\$16.114	\$16.114	\$16.114
Z	\$16.356	\$16.356	\$16.356
Z1	\$16.437	\$16.437	\$16.437
Z2	\$16.519	\$16.519	\$16.519
Z3	\$16.601	\$16.601	\$16.601
Z4	\$16.684	\$16.684	\$16.684
Z5	\$16.765	\$16.765	\$16.765
Z6	\$16.870	\$16.870	\$16.870
Z7	\$16.976	\$16.976	\$16.976
Z8	\$17.081	\$17.081	\$17.081

## LRC AIDE

LRC AIDE	
A	\$13.047
B	\$13.343
C	\$13.640
D	\$13.939
E	\$14.236
F	\$14.535
G	\$14.715
H	\$14.894
I	\$15.073
J	\$15.251
K	\$15.426
L	\$15.552
M	\$15.688
N	\$15.806
O	\$15.946
P	\$16.343
Q	\$16.460
R	\$16.497
S	\$16.540
T	\$16.579
U	\$16.819
V	\$16.934
W	\$16.975
X	\$17.015
Y	\$17.057
Z	\$17.295
Z1	\$17.378
Z2	\$17.461
Z3	\$17.546
Z4	\$17.631
Z5	\$17.714
Z6	\$17.819
Z7	\$17.925
Z8	\$18.030



# CLYDE-GREEN SPRINGS SCHOOLS

NONCERTIFIED SALARY SCHEDULE  
EFFECTIVE JULY 1, 2013

## MISCELLANEOUS PERSONNEL

STEP	ISS MONITOR/ INTERPRETER	HEALTH NURSE	COURIER	TECH ASST.
A	\$14.346	\$18.425	\$12.104	\$17.095
B	\$14.686	\$18.797	\$12.407	\$17.396
C	\$15.023	\$19.172	\$12.702	\$17.692
D	\$15.348	\$19.541	\$13.003	\$17.992
E	\$15.666	\$19.918	\$13.300	\$18.289
F	\$15.977	\$20.284	\$13.602	\$18.590
G	\$16.279	\$20.664	\$13.778	\$18.688
H	\$16.568	\$20.984	\$13.957	\$18.947
I	\$16.846	\$21.306	\$14.136	\$19.205
J	\$17.114	\$21.632	\$14.316	\$19.461
K	\$17.367	\$21.955	\$14.492	\$19.722
L	\$17.609	\$22.151	\$14.614	\$19.860
M	\$17.838	\$22.350	\$14.753	\$19.997
N	\$18.048	\$22.550	\$14.870	\$20.137
O	\$18.245	\$22.752	\$15.013	\$20.277
P	\$18.427	\$23.272	\$15.408	\$20.775
Q	\$18.588	\$23.434	\$15.522	\$20.899
R	\$18.737	\$23.484	\$15.559	\$20.938
S	\$18.866	\$23.531	\$15.601	\$20.975
T	\$18.978	\$23.577	\$15.643	\$21.018
U	\$19.071	\$23.880	\$15.882	\$21.262
V	\$19.149	\$24.043	\$15.997	\$21.384
W	\$19.207	\$24.099	\$16.033	\$21.427
X	\$19.243	\$24.147	\$16.076	\$21.462
Y	\$19.263	\$24.198	\$16.114	\$21.505
Z	\$19.282	\$24.496	\$16.356	\$21.749
Z1	\$19.378	\$24.617	\$16.437	\$21.842
Z2	\$19.474	\$24.739	\$16.519	\$21.936
Z3	\$19.570	\$24.866	\$16.601	\$22.031
Z4	\$19.668	\$24.989	\$16.684	\$22.125
Z5	\$19.766	\$25.113	\$16.765	\$22.221
Z6	\$19.871	\$25.216	\$16.870	\$22.326
Z7	\$19.975	\$25.323	\$16.976	\$22.431
Z8	\$20.082	\$25.428	\$17.081	\$22.537

# CLYDE-GREEN SPRINGS SCHOOLS

NONCERTIFIED SALARY SCHEDULE  
EFFECTIVE JULY 1, 2013.

## FOOD SERVICE PERSONNEL

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
	KIT HELP (2 HRS OR LESS)	KIT HELP (>2 HRS, <5 HRS)	KIT HELP (5 HRS OR MORE)	ASST MGR	KIT MGR	CHS MGR
A	\$10.917	\$10.917	\$10.917	\$10.999		
B	\$11.205	\$11.205	\$11.205	\$11.285		
C	\$11.489	\$11.489	\$11.489	\$11.571	\$12.213	\$12.733
D	\$11.775	\$11.775	\$11.775	\$11.861	\$12.500	\$13.020
E	\$12.064	\$12.064	\$12.064	\$12.145	\$12.787	\$13.307
F	\$12.350	\$12.350	\$12.350	\$12.431	\$13.265	\$13.786
G	\$12.467	\$12.467	\$12.467	\$12.661	\$13.552	\$14.073
H	\$12.579	\$12.579	\$12.579	\$12.815	\$13.839	\$14.359
I	\$12.693	\$12.693	\$12.693	\$12.968	\$14.086	\$14.607
J	\$12.811	\$12.811	\$12.811	\$13.120	\$14.336	\$14.856
K	\$12.926	\$12.926	\$12.926	\$13.273	\$14.586	\$15.106
L	\$13.018	\$13.018	\$13.018	\$13.368	\$14.737	\$15.258
M	\$13.115	\$13.115	\$13.115	\$13.465	\$14.891	\$15.412
N	\$13.213	\$13.213	\$13.213	\$13.562	\$15.043	\$15.562
O	\$13.309	\$13.309	\$13.309	\$13.655	\$15.197	\$15.717
P	\$13.688	\$13.688	\$13.688	\$14.039	\$15.598	\$16.118
Q	\$13.792	\$13.792	\$13.792	\$14.143	\$15.707	\$16.228
R	\$13.828	\$13.828	\$13.828	\$14.183	\$15.746	\$16.267
S	\$13.869	\$13.869	\$13.869	\$14.219	\$15.785	\$16.304
T	\$13.907	\$13.907	\$13.907	\$14.256	\$15.825	\$16.344
U	\$14.137	\$14.137	\$14.137	\$14.488	\$16.053	\$16.573
V	\$14.243	\$14.243	\$14.243	\$14.595	\$16.164	\$16.685
W	\$14.281	\$14.281	\$14.281	\$14.630	\$16.207	\$16.726
X	\$14.317	\$14.317	\$14.317	\$14.671	\$16.244	\$16.764
Y	\$14.357	\$14.357	\$14.357	\$14.710	\$16.284	\$16.805
Z	\$14.588	\$14.588	\$14.588	\$14.941	\$16.513	\$17.034
Z1	\$14.660	\$14.660	\$14.660	\$15.013	\$16.596	\$17.116
Z2	\$14.732	\$14.732	\$14.732	\$15.088	\$16.676	\$17.197
Z3	\$14.804	\$14.804	\$14.804	\$15.159	\$16.757	\$17.278
Z4	\$14.878	\$14.878	\$14.878	\$15.235	\$16.837	\$17.357
Z5	\$14.950	\$14.950	\$14.950	\$15.308	\$16.918	\$17.438
Z6	\$15.056	\$15.056	\$15.056	\$15.413	\$17.024	\$17.544
Z7	\$15.161	\$15.161	\$15.161	\$15.518	\$17.128	\$17.649
Z8	\$15.265	\$15.265	\$15.265	\$15.624	\$17.235	\$17.754

# CLYDE-GREEN SPRINGS SCHOOLS

NONCERTIFIED SALARY SCHEDULE  
EFFECTIVE JULY 1, 2013

## TRANSPORTATION

STEP	BUS DRIVER	SPECIAL ED TRANS ASST
A	\$15.162	\$12.388
B	\$15.451	\$12.681
C	\$15.741	\$12.969
D	\$16.025	\$13.251
E	\$16.310	\$13.523
F	\$16.580	\$13.794
G	\$16.847	\$14.051
H	\$17.002	\$14.300
I	\$17.151	\$14.541
J	\$17.288	\$14.774
K	\$17.421	\$14.991
L	\$17.535	\$15.200
M	\$17.649	\$15.396
N	\$17.763	\$15.575
O	\$17.879	\$15.747
P	\$18.339	\$15.901
Q	\$18.465	\$16.046
R	\$18.503	\$16.172
S	\$18.542	\$16.285
T	\$18.576	\$16.380
U	\$18.812	\$16.463
V	\$18.938	\$16.526
W	\$18.977	\$16.577
X	\$19.015	\$16.609
Y	\$19.055	\$16.627
Z	\$19.286	\$16.642
Z1	\$19.382	\$16.725
Z2	\$19.479	\$16.808
Z3	\$19.575	\$16.892
Z4	\$19.671	\$16.975
Z5	\$19.770	\$17.059
Z6	\$19.876	\$17.163
Z7	\$19.980	\$17.270
Z8	\$20.086	\$17.374

# CLYDE-GREEN SPRINGS SCHOOLS

NONCERTIFIED SALARY SCHEDULE  
EFFECTIVE JULY 1, 2013

## CUSTODIANS

STEP	CLASS I (3 HRS OR LESS)	CLASS II (>3 HRS, <8 HRS)	CLASS III (8 HOURS)	CLASS IV HEAD CUST
A	\$13.738	\$13.738	\$13.738	
B	\$14.038	\$14.038	\$14.038	
C	\$14.333	\$14.333	\$14.333	\$14.731
D	\$14.631	\$14.631	\$14.631	\$15.030
E	\$14.929	\$14.929	\$14.929	\$15.329
F	\$15.228	\$15.228	\$15.228	\$15.627
G	\$15.427	\$15.427	\$15.427	\$15.922
H	\$15.627	\$15.627	\$15.627	\$16.223
I	\$15.825	\$15.825	\$15.825	\$16.481
J	\$16.022	\$16.022	\$16.022	\$16.739
K	\$16.223	\$16.223	\$16.223	\$16.999
L	\$16.323	\$16.323	\$16.323	\$17.139
M	\$16.422	\$16.422	\$16.422	\$17.277
N	\$16.520	\$16.520	\$16.520	\$17.413
O	\$16.623	\$16.623	\$16.623	\$17.554
P	\$17.018	\$17.018	\$17.018	\$18.053
Q	\$17.139	\$17.139	\$17.139	\$18.178
R	\$17.179	\$17.179	\$17.179	\$18.218
S	\$17.219	\$17.219	\$17.219	\$18.253
T	\$17.258	\$17.258	\$17.258	\$18.296
U	\$17.498	\$17.498	\$17.498	\$18.539
V	\$17.622	\$17.622	\$17.622	\$18.666
W	\$17.664	\$17.664	\$17.664	\$18.706
X	\$17.702	\$17.702	\$17.702	\$18.744
Y	\$17.742	\$17.742	\$17.742	\$18.786
Z	\$17.983	\$17.983	\$17.983	\$19.026
Z1	\$18.073	\$18.073	\$18.073	\$19.122
Z2	\$18.161	\$18.161	\$18.161	\$19.216
Z3	\$18.251	\$18.251	\$18.251	\$19.312
Z4	\$18.340	\$18.340	\$18.340	\$19.407
Z5	\$18.432	\$18.432	\$18.432	\$19.504
Z6	\$18.536	\$18.536	\$18.536	\$19.609
Z7	\$18.642	\$18.642	\$18.642	\$19.714
Z8	\$18.746	\$18.746	\$18.746	\$19.820

# CLYDE-GREEN SPRINGS SCHOOLS

NONCERTIFIED SALARY SCHEDULE  
EFFECTIVE JULY 1, 2013

## OFFICE PERSONNEL

STEP		CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	SUB
		GEN CLER (4 HRS OR LESS)	GEN CLER (>4 HRS, <8 HRS)	GEN CLER (8 HRS)	SECRETARY (10 MONTH)	SECRETARY (12 MONTH)	COORDINATOR
A	A	\$12.469	\$12.469	\$12.469	\$14.263	\$14.263	\$32.518 per diem
B	B	\$12.764	\$12.764	\$12.764	\$14.564	\$14.564	
C	C	\$13.053	\$13.053	\$13.053	\$14.863	\$14.863	
D	D	\$13.335	\$13.335	\$13.335	\$15.160	\$15.160	
E	E	\$13.614	\$13.614	\$13.614	\$15.458	\$15.458	
F	F	\$13.883	\$13.883	\$13.883	\$15.759	\$15.759	
G	G	\$14.143	\$14.143	\$14.143	\$15.858	\$15.858	
H	H	\$14.394	\$14.394	\$14.394	\$16.115	\$16.115	
I	I	\$14.638	\$14.638	\$14.638	\$16.371	\$16.371	
J	J	\$14.869	\$14.869	\$14.869	\$16.628	\$16.628	
K	K	\$15.090	\$15.090	\$15.090	\$16.891	\$16.891	
L	L	\$15.299	\$15.299	\$15.299	\$17.028	\$17.028	
M	M	\$15.493	\$15.493	\$15.493	\$17.166	\$17.166	
N	N	\$15.676	\$15.676	\$15.676	\$17.307	\$17.307	
O	O	\$15.849	\$15.849	\$15.849	\$17.447	\$17.447	
P	P	\$16.006	\$16.006	\$16.006	\$17.943	\$17.943	
Q	Q	\$16.148	\$16.148	\$16.148	\$18.069	\$18.069	
R	R	\$16.278	\$16.278	\$16.278	\$18.107	\$18.107	
S	S	\$16.388	\$16.388	\$16.388	\$18.146	\$18.146	
T	T	\$16.487	\$16.487	\$16.487	\$18.187	\$18.187	
U	U	\$16.568	\$16.568	\$16.568	\$18.431	\$18.431	
V	V	\$16.633	\$16.633	\$16.633	\$18.553	\$18.553	
W	W	\$16.684	\$16.684	\$16.684	\$18.595	\$18.595	
X	X	\$16.716	\$16.716	\$16.716	\$18.634	\$18.634	
Y	Y	\$16.733	\$16.733	\$16.733	\$18.675	\$18.675	
Z	Z	\$16.748	\$16.748	\$16.748	\$18.918	\$18.918	
Z1	Z1	\$16.831	\$16.831	\$16.831	\$19.011	\$19.011	
Z2	Z2	\$16.914	\$16.914	\$16.914	\$19.105	\$19.105	
Z3	Z3	\$16.999	\$16.999	\$16.999	\$19.199	\$19.199	
Z4	Z4	\$17.084	\$17.084	\$17.084	\$19.294	\$19.294	
Z5	Z5	\$17.169	\$17.169	\$17.169	\$19.390	\$19.390	
Z6	Z6	\$17.275	\$17.275	\$17.275	\$19.495	\$19.495	
Z7	Z7	\$17.380	\$17.380	\$17.380	\$19.601	\$19.601	
Z8	Z8	\$17.485	\$17.485	\$17.485	\$19.706	\$19.706	

# CLYDE-GREEN SPRINGS SCHOOLS

NONCERTIFIED SALARY SCHEDULE  
EFFECTIVE JULY 1, 2013

## MAINTENANCE PERSONNEL/MECHANICS

STEP	CLASS I UNSKILL	CLASS II SEMI-SKIL	CLASS III SKILL	CLASS IV ASST/ENG
A	\$9.716	\$13.915	\$14.771	\$15.251
B	\$9.814	\$14.216	\$15.069	\$15.546
C	\$9.907	\$14.515	\$15.369	\$15.847
D	\$10.004	\$14.814	\$15.666	\$16.145
E	\$10.099	\$15.109	\$15.965	\$16.442
F	\$10.195	\$15.408	\$16.259	\$16.739
G	\$10.290	\$15.647	\$16.562	\$17.037
H	\$10.386	\$15.883	\$16.821	\$17.337
I	\$10.480	\$16.122	\$17.076	\$17.596
J	\$10.579	\$16.361	\$17.337	\$17.854
K		\$16.600	\$17.596	\$18.112
L		\$16.698	\$17.753	\$18.268
M		\$16.801	\$17.911	\$18.431
N		\$16.901	\$18.072	\$18.588
O		\$16.999	\$18.235	\$18.746
P		\$17.397	\$18.649	\$19.166
Q		\$17.519	\$18.779	\$19.296
R		\$17.558	\$18.820	\$19.338
S		\$17.599	\$18.856	\$19.375
T		\$17.638	\$18.894	\$19.417
U		\$17.879	\$19.135	\$19.657
V		\$18.006	\$19.267	\$19.789
W		\$18.043	\$19.310	\$19.831
X		\$18.084	\$19.349	\$19.868
Y		\$18.124	\$19.390	\$19.909
Z		\$18.365	\$19.629	\$20.149
Z1		\$18.455	\$19.727	\$20.250
Z2		\$18.546	\$19.824	\$20.350
Z3		\$18.637	\$19.924	\$20.448
Z4		\$18.731	\$20.023	\$20.551
Z5		\$18.823	\$20.122	\$20.653
Z6		\$18.927	\$20.227	\$20.758
Z7		\$19.034	\$20.333	\$20.865
Z8		\$19.139	\$20.438	\$20.968