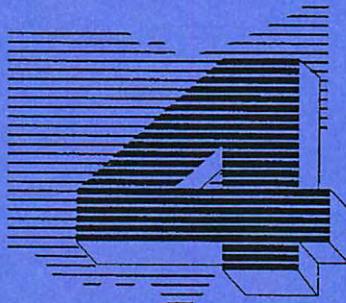




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NEGOTIATED AGREEMENT
BETWEEN THE
OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES/AFSCME/AFL-CIO
AND IT'S LOCAL #453
AND THE
SOUTHERN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION



OAPSE/AFSCME Local 4/AFL-CIO

JULY 1, 2013 – JUNE 30, 2016

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**ARTICLE I
RECOGNITION AGREEMENT**

This agreement is between the Southern Local Board of Education, acting herein only in respect to employees of the Board in the bargaining unit set forth in this article of the agreement, and the Ohio Union of Public School Employees and Local 453.

The Southern Local Board of Education recognizes the Ohio Union of Public School Employees/AFSCME Local 4/AFL-CIO on behalf of Local 453 as the sole and exclusive bargaining agent of non-teaching employees within the following job classifications except as excluded in Section 2.

1. Bus Drivers
Mechanics
Custodians
Maintenance
Paraprofessionals
Secretary I
Secretary II
Head Cooks
Cafeteria Workers

2. Exclusions - The bargaining unit shall not include:

Secretary to Superintendent
Assistant to Treasurer
Treasurer
Transportation Coordinator
Special Education Aide
Secretary to Federal Programs
Substitutes

3. In the event new positions are created that are not presently listed under the provisions of sections 1 and 2, the parties agree to meet and negotiate the inclusion or exclusion of said positions within the existing bargaining unit. If no agreement can be reached, the parties shall mutually petition the State Employment Relations Board for a decision and/or clarification of the bargaining unit in accordance with O.R.C. 4117.

Either the Union or the Board may initiate negotiations, by letter or submission forwarded to the other party during the month of March prior to the expiration date of the agreement. Within fifteen (15) working days of transmittal of said submission letter, the parties shall hold their first negotiation session. At any negotiation session, either party may have up to five (5) individuals present as members of its negotiations committee. A consultant may be used by either party.

As a tentative agreement is reached on each issue, it shall be noted and initialed by each party. When final agreement is reached covering all issues, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Union and the Board for ratification. After the Board has received official notification from the Union officers that the Union has ratified the agreement, the Board shall then meet to take a ratification vote, either at its next regular meeting or by calling a special meeting.

Disagreement - In the event an agreement is not reached by negotiations, after full considerations of proposals and counter proposals, either of the parties shall have an option of declaring impasse. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues where final agreement has not been reached. The party declaring impasse shall prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to recommend or to bind either party to any agreement.

ARTICLE II BOARD OF EDUCATION RIGHTS

The Board of Education or its agents shall have the unilateral right to exercise all customary prerogatives and functions except where these prerogatives or functions are specifically or restricted by the terms of this Agreement. The Board of Education rights include all those enumerated in Ohio Revised Code Section 4117.08.

ARTICLE III INDIVIDUALS AND UNION RIGHTS

Both parties to this contract agree:

1. School employees are entitled to full rights of citizenship regardless of race, color, religion, sex, military status, national origin, disability, age or ancestry.
2. School employees have the right to participate in professional and civic organizations for their personal benefit and interest.
3. School employees have the right to exercise their constitutional rights of political involvement without fear or reprisal or discipline in any form.
4. School employees have the right to join or not join any Union for their economic improvement, but payment of organization dues shall be required as a condition of employment.
5. School employees who are suspended, demoted, or terminated from their employment for substantiated reasons shall be subject to the grievance procedure

and shall have an opportunity to address the Board of Education prior to the suspension, demotion, or termination with a representative of his/her choice present. If the employee desires, the representative may speak for the employee at any level of the grievance procedure.

6. The Union within reasons will have the right to use the school buildings without charge for OAPSE meetings and the Union within reason will have the right to use the interschool mail service and within reason bulletin board space will be provided in building areas. These privileges are not to disrupt school and are to be at the Union's expense.

ARTICLE IV DUES DEDUCTIONS AND FAIR SHARE FEE

The Southern Local Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total dues of the Union from the pay of all bargaining unit members who elect not to become members of the Union, or who elect not to remain members. The Treasurer of the Board shall, upon notification from the Union that a member has terminated membership, commence the check-off of the fair share fee with the respect to the former member, and the amount of the fee with the respect to the former member, and the amount of the fee yet to be deducted shall be annual membership dues less the amount previously paid through payroll deductions.

Payroll deduction of such fair share fees shall begin at the same payroll period as dues deductions are begun for members of the Union except that no deductions shall be made for newly-hired bargaining unit members until the second paycheck which period shall be the required probationary period for newly-hired employed bargaining unit members. Dues, rates and fair share fee rates shall be transmitted by the Union to the Treasurer of the Board for the purpose of determining amounts to be deducted, and the Board agrees to promptly transmit all amounts deducted to the State Union Treasurer. The Board further agrees to accompany each such transmittal with a list of names of bargaining unit members for whom all such deductions were made. The non-members may appeal to the Union for payment of the fair share fee pursuant to the internal procedure adopted by the Union, or such non-members may submit such appeals as provided by law.

The amount to be deducted from the pay of all Non-Union members shall be the total dues as paid by members of the Union, and such deductions shall continue through the remaining number of payroll periods over which Union membership dues are deducted.

The above fair share fee provision shall be an exclusive right of the Union not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Union.

The Union represents to the Board that an internal rebate procedure has been established in accordance with R.C. 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit

who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

ARTICLE V JURY DUTY

In order that school employees may fulfill their responsibilities as citizens the Southern Local Board of Education agrees that any time an employee cannot be excused from jury duty they will be granted jury duty leave. The employee will receive the difference between his/her per diem rate and that which is received from serving duty.

ARTICLE VI VACATIONS

All regular twelve (12) month employees shall receive vacation in accordance with the following schedule:

- | | | |
|----|------------------------------|---------|
| 1. | 1 thru 8 years of service | 2 weeks |
| 2. | 9 thru 16 years of service | 3 weeks |
| 3. | 17 thru 21 years of service | 4 weeks |
| 4. | 25 years of service and over | 5 weeks |

There must be twelve (12) consecutive months of service before vacation will begin. Vacation shall be taken at any time during the year provided that an employee provides fifteen (15) days advance notice of the intention to use vacation to the Superintendent with the following restriction: A substitute must be available before an employee can take a vacation. Employees will be permitted to carry over a maximum of five (5) unused vacation days per twelve months to a maximum of 20 accumulated unused vacation days total.

Upon retirement an Employee will be compensated a maximum of 20 days for unused vacation.

An Employee who departs the district for other reasons will take any and all accumulated leave and will not be compensated.

ARTICLE VII GRIEVANCE PROCEDURE

For the purpose of this Agreement, the term "grievance" is defined as a dispute between the Board, and an employee concerning the interpretation and/or application of any provision of this Agreement. When a grievance arises, the following procedure shall be observed.

Step 1

An employee or Union having a grievance shall discuss it verbally with his/her supervisor within fifteen (15) working days of the date of the occurrence of the event.

Step 2

If the grievance is not resolved at Step 1, the employee shall obtain a Board approved grievance form from his supervisor which the employee will complete in triplicate. This form shall contain all details of the grievance. The employee shall submit the written grievance to the Superintendent or his/her designee within fifteen (15) working days from the date of the occurrence of the event.

Step 3

If the grievance is not resolved at Step 2 of this procedure, the grievance form shall be filed with the President of the Board of Education or his designee within five (5) working days. The Board, the Superintendent and the grievant shall meet within ten (10) working days after the grievance has been filed with the Board. The President of the Board or his designee shall give his answer to the grievant and the President of Local #453, in writing, within ten (10) working days after the parties' last meeting.

Step 4

If the grievance is not resolved at Step 3 of this procedure, within fifteen (15) working days the grievant may submit the matter to binding arbitration. No grievance shall be submitted to arbitration without the consent of the Union. Appointment of the arbitrator shall be ~~on~~ in accordance with the Rules and Regulations of the American Arbitration ~~Union~~ Association. Costs of the arbitrator shall be born equally by the parties.

ARTICLE VIII SALARY NOTIFICATION

Salary notices should be issued no later than July 1. Such notices will include:

1. Number of days in the employees' work year;
2. The hourly rate to be paid;
3. The number of holidays to be included in the work year;
4. Number of weeks vacation due employees; if any
5. and average number of hours per day to be worked.

**ARTICLE IX
SCHOOL CLOSING NOTIFICATION**

In the event that school closings are made necessary by inclement weather, an attempt will be made to notify all employees as soon as feasible. In the event of school starting delays, appropriate employees as designated by the superintendent, are to be present as near to regular time as possible and will receive compensatory time for hours worked during the delay. Also, in the event of early dismissal, due to calamity, all employees shall be allowed to leave once their job is secured. The building and equipment they work with must be secured. All students must be returned home.

All employees shall be paid their regular rate of pay for all days or part of days that the school in which they are employed is closed due to an epidemic or other public calamity.

Any employee that works on a day that school is closed for inclement weather, shall be awarded compensatory time from his employment at a later time. This includes any employee who reports to work prior to a calamity day is declared. They shall be awarded compensatory time equal to the time they worked. Compensatory time can only be taken when a substitute is available or on a day that students and staff are not in attendance.

In the event calamity days exceed the number of state approved days in one school year, employees who are not required to work on calamity days shall work make up days for those in excess of the number of state approved days without added pay unless the hours actually worked exceed the employee's regular contractual hours for the year.

On any calamity day called after the number of state approved calamity days is called in any given school year, all twelve (12) month employees must report to work.

**ARTICLE X
FUNERAL LEAVE**

Each regular employee shall be entitled to four (4) days leave with pay for each death in the immediate family. The immediate family is defined as the father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepmother, stepfather, aunt, uncle, or any resident residing in the home of the employee. Approval for this leave shall be recorded on the leave form provided by the school district.

Funeral leave is not cumulative.

**ARTICLE XI
WORKER'S COMPENSATION**

Members of the bargaining unit are covered by the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.

Any injury incurred while performing assigned responsibilities shall be reported as soon as reasonably possible to the injured employees' supervisor or other designated representative and an application shall be filed by the employee with the Bureau of Worker's Compensation.

**ARTICLE XII
TRAVEL ALLOWANCE**

Any employee required to use his own vehicle in service to the Board shall be paid at the established IRS rate as of July 1 per mile for the actual travel distance. The Board shall provide liability insurance for any employee required to use their own vehicle for transportation of students.

**ARTICLE XIII
VACANCIES AND JOB BIDDING**

When a vacancy or a newly created position occurs in a classification or an assignment, it shall be posted in a conspicuous place for a period often (10) working days. All job postings shall be posted on the District's website, posted on a bulletin board outside the administrative offices and shall be included in the "payday newsletter" email when school is not in session. An employee may request such position in writing.

A vacancy shall be defined as a job opening in the bargaining unit by reason(s) of retirement, resignation, leave of absence, death, non-renewal or termination of contract, promotion or creation of new position. Such openings shall not be considered vacancies unless the Board intends to fill the position.

The vacant position shall be offered to employees within the classification where the vacancy exists first. It shall be awarded to the employee who has the greatest district seniority who submits a request within the classification.

The highest seniority date shall be determined by the employee's last date of hire.

If no request for the vacant position is received from the classification where the vacancy exists, then the position shall be awarded to the most senior qualified employee from within the bargaining unit who submits a request for the vacant position.

When an employee enters into another classification, they must fill the position that is open. Once an employee has entered into another classification their years of service with the district is

now transferred to their new position, provided the employee has met the 30 working day trial period as per this Article. In the event of another opening within the said classification, that employee's years of service within the new classification applies toward that opening.

An employee who fills the vacancy shall take the position subject to the following conditions:

- A. The applicant shall be subject to a trial period of thirty (30) days and may, at any time during that period, elect to be reassigned to his/her former position. Should the work of the employee not be satisfactory, the employer may, within the same 30 day period, remove and reassign the employee to his/her former position. There shall be no loss of pay or seniority.
- B. The Board may hire a substitute to fill the vacancy created by the trial period not to exceed thirty (30) days.

If no requests are received from within the classification where the vacancy exists and no requests are received from any employees in the bargaining unit, then the position may be filled by a new employee.

ARTICLE XIV LAYOFF AND RECALL

When the Board determines that it is necessary to layoff bargaining unit members through the suspension of contracts, the procedure set forth below shall be employed.

The Board may make a reasonable reduction pursuant to the terms of this provision, for one or more of the following reasons:

- A. Abolition of positions
- B. Lack of funds
- C. Lack of work

In the event of a layoff, the Board of Education shall notify the employees affected by such layoff twenty (20) days prior to the layoff date. The employee(s) affected by the layoff shall be laid off according to district seniority.

1. In the event of a layoff, the affected employee(s) shall be laid off according to seniority. The least senior employee shall be laid off first. All employees laid off shall be recalled in inverse order of the layoff. The affected classification is where the layoff will begin and then proceed to layoff the least senior employee in the district.
2. Twenty (20) days prior to the effective date of the layoff, the Board of Education shall notify, in writing, the employee(s) affected. Each notice of layoff shall state the following:

- A. Reasons for layoff,
- B. The effective date of layoff,
- C. A statement informing the employee of his/her right of recall from layoff.

Seniority shall be defined as the uninterrupted length of service with the Board computed from the actual date of Board action hiring the employee. Authorized leaves of absence do not constitute an interruption in service, but will not count toward seniority.

The Board shall post at each work site a seniority list by October 1 of each year. Employees shall have ten (10) days to notify the Board of any errors on the list. Once the deadline for submitting corrections has passed, the list shall be deemed correct until the next list is compiled and posted.

In the event of a tie in seniority, the following procedure shall be used to determine seniority:

- A. Date of hire
- B. Date of application
- C. Flip of a coin between the individuals. The Union President shall be present and toss the coin.

The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off.

Laid off employees shall remain on a recall list for a period of time not to exceed three (3) years. They shall be responsible for notifying the district treasurer of any change in address.

Reinstatement will be in reverse order of the layoff list and shall be made before any new employees are hired into the affected classification(s).

Vacancies which occur in the classification of layoff shall be offered by certified mail/return receipt requested/addressee only to the most senior employee on the layoff list. The employee must respond within seven (7) working days or the employee's recall rights shall be deemed waived. If the employee declines the offered employment, then the employee's name shall be removed from the layoff list.

An employee scheduled for layoff in his/her current classification shall have the right to bump a less senior employee in another classification. The employee who is bumping will be given a 30 working day trial period after bumping into another classification. Any employee bumping into another classification must meet the qualifications of the position. Additional time may be given to meet qualifications. If the employee who is being laid off feels that he/she does not desire to enter into another classification, they must accept the layoff and shall be placed on the recall list.

Whenever possible a bargaining unit reduction shall first be accomplished through normal attrition.

**ARTICLE XV
SICK LEAVE AND SEVERANCE PAY**

Sick Leave

An employee shall be entitled to fifteen (15) days sick leave with pay for each year under contract, accumulated at the rate of one and one-fourth (1/4) days per month.

The maximum cumulative days of sick leave shall be 260 days.

An employee may use sick leave for personal illness and for serious illness, injury, exposure to contagious disease or death in the immediate family. The immediate family is defined in Article X.

Severance Pay

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

Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

1. The individual retires from the school system;
2. Retirement-disability of service retirement under any state or municipal retirement system in this state;
3. The individual must be eligible for disability or service retirement as of the last date of employment;
4. The individual must prove acceptance into the retirement system by having received and cashed his/her first retirement check;
5. Must have not less than ten years of service with this school district, the state or its political subdivision; and
6. Must sign for severance check certifying all eligibility criteria have been met.
7. In case of death, the employee's is beneficiary shall receive all severance benefits and shall be paid within thirty (30) days after a death certificate has been presented to the treasurer.

Benefit Calculation

The amount of the benefit due an employee shall be calculated by:

1. 10 years or less of service with the Southern Local School District: 25% of unused accumulated sick leave for employees not to exceed 40 days.
2. Over 10 years but less than twenty years of service with the Southern Local School District: 25% of unused accumulated sick leave for employees not to exceed 50 days.
3. Over 20 years of service with the Southern Local School District: 25% of unused accumulated sick leave for, not to exceed 60 days.

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

ARTICLE XVI HOLIDAY PAY

Bus Drivers, Cafeteria Workers, Secretaries, and Paraprofessionals will have ten (10) paid holidays; namely,

1. Labor Day
2. Thanksgiving Day
3. Friday after Thanksgiving
4. Christmas Eve
5. Christmas Day
6. New Year's Eve
7. New Year's Day
8. Martin Luther King Day
9. Memorial Day
10. President's Day

The twelve-month employees shall receive all of the holidays cited above plus Independence Day.

Any work assigned to an employee on one of these holidays shall be paid two and one-half (2 ½) times their regular hourly rate.

Any assigned work performed by a classified employee on one of the holidays which fall on Saturday or Sunday shall be paid two and one-half (2 ½) times their regular hourly rate.

Should a holiday fall on a Saturday, the preceding Friday shall be observed as the paid holiday.

Should a holiday fall on a Sunday, the following Monday shall be observed as the paid holiday.

If during the Christmas or New Years' Holiday the days off fall on Saturday and Sunday, the holiday will be observed on Monday. If the days off fall on Sunday and Monday, the holiday will be observed on Tuesday.

**ARTICLE XVII
WORK SCHEDULES AND LEAVES**

All bargaining unit personnel shall be permitted three unrestricted personal leave days per year. These days may not be carried over from one year to the next. Days are to be counted in the same ratio as the hours by each employee. Requests for use of personal leave shall be on forms adopted by the Board and shall be requested three (3) days prior to the date for which the personal leave is requested. Personal leave shall not be taken the day before or the day after a holiday or vacation period. Exceptions may be made by the Superintendent as emergencies arise, if justified in writing to the Superintendent. Personal leave may not be granted when ten percent (10%) of the staff is absent on any given day. Exceptions may be made by the Superintendent as emergencies arise, if justified in writing to the Superintendent.

Leaves of absence without pay may be requested by non-teaching personnel and shall be considered on an individual basis. Return to work following a leave of absence shall be in accordance with the following:

When a leave of absence is granted to an employee of the Southern Local Board of Education, upon termination of the leave, the employee will be given the opportunity to return to work in the first available vacancy for which he or she qualifies.

In the event that the vacancy offered is not similar to the position held at the time the leave was granted, the individual may refuse the offer assigned and request that the leave be continued until a suitable vacancy does occur, at which time the individual will again be offered the assignment however, the leave shall not be continued for more than twenty-four (24) months.

Should a staff member returning from leave of absence accept a position of secondary choice, immediately upon the occurrence of a vacancy in which the employee served at the time that the leave was granted, this person shall have the opportunity to transfer to that assignment.

While on unpaid leave of absence, an employee may continue with group medical insurance by paying to the Treasurer each month in advance the cost of his/her coverage.

A person wishing to return from leave shall inform the Superintendent of his/her desire by certified mail no later than March 15 of the preceding year.

Personal bonuses to be paid at the last payroll of June according to the following scale:

0 days missed	\$150.00
1 day missed	100.00
2 days missed	50.00

**ARTICLE XVIII
EMPLOYEE EVALUATION**

An effort will be made to evaluate the performance of each employee each year.

The completed evaluation form shall be examined by the employee and initialed by him prior to being placed in his file. Should an employee refuse to initial his form, it shall be placed in his file without his/her initial.

An employee may write comments on any evaluation form examined, provided the employee signs the evaluation form.

An employee can request to see and will be permitted to examine his personal file provided the employee does not remove any article from the file and provided the file is examined in the presence of an administrator.

Any record of disciplinary nature in an employee's file should be signed by the employee. Should an employee refuse to sign, the item will be placed in his/her file without signature. If the employee wishes to write comments on the record, the employee must sign the record.

Employees shall be given a copy of all and any letters and materials placed in his/her personnel file. Written reprimand(s) and complaints shall be removed from the personnel file twenty-four (24) months from the date of placement if a second reprimand is not issued within the 24 month period with agreement of the superintendent.

**ARTICLE XIX
PHYSICAL EXAMINATIONS**

Except for bus drivers, should the Board require a physical examination as a prerequisite for employment of an employee the Board will pay the full cost of such examination. The Board reserves the right to designate the physician who will perform said Board-required physical examinations. The Board shall bear no liability for physical examinations required by any other Board or agency.

Note: The County Board of Education pays for physical examination(s) of Bus Driver.

**ARTICLE XX
PAY DAYS**

All employees shall be paid in equal installments over a twelve (12) month period every other Friday. There are not to be more than 26 pays per contract year.

When a pay day falls on a holiday, the preceding day shall be pay day, with the employee being paid during his/her normal hours of work.

**ARTICLE XXI
LONGEVITY**

All regular employees shall receive longevity pay increase of \$200 per year starting with the 8th year; \$300 per year starting with the 12th year; \$400 per year starting with the 16th year, and \$500 per year starting in the 20th year, \$600 per year starting in the 25th year.

Longevity pay is not to be compounded. Payment of longevity pay shall be in the month of June.

**ARTICLE XXII
HOSPITALIZATION**

The Board will provide single and family insurance coverage as currently (or equivalent coverage from another carrier) provided (or negotiated by the insurance committee) for all members of the bargaining unit who desire such.

The Board will pay 90% of the cost of medical/hospitalization insurance coverage premiums. Employees may choose single coverage, family coverage, or other hospitalization insurance coverage plans offered by the District. The employee shall pay 100% of the portion of the premium that covers adult children only who are older than 24.

Bargaining unit members who have health insurance coverage in addition to the health insurance benefit plan offered by the Board, may elect to waive the negotiated hospitalization/major insurance coverage. In consideration of their waiver of this insurance coverage, they shall receive a bonus equal to 25% of the insurance premium for the coverage waived. This payment shall be made by June 15th of each year subject to the following provisions:

The employee must provide proof of alternative insurance coverage and waive his/her right to the negotiate benefits in writing to the Treasurer by August 31 of each year insurance is being waived;

Coverage must be waived for the period September 1-August 31 of each year;

Spouses employed by the district are not eligible for this benefit.

If only one employee in the district elects to waive insurance, the bonus shall be \$500.00.

All reinstatements to the insurance program shall be subject to C.O.B.R.A. rules and regulations for extenuating circumstances and the insurance carrier's contract. In the event that a part time position would be established, the Board would be responsible for the cost of the fringe benefits package prorated to the time the employee is assigned to work.

An Insurance Advisory Board shall be created with three (3) OAPSE members serving on this board. The Southern Meigs Board of Education shall pay release time to members on this board when necessary.

The Board may maintain a flexible spending account or Section 125 Plan.

The Board will implement a HRA for deductible per plan design for both years of the contract (single/family) \$250./\$500.

A one time payment of \$1,200 in year one (August 19, 2013), a one time payment of \$1,100. in year two (1st pay in September 2014) and a one time payment of \$900.00 in year three (1st pay in September 2015).

ARTICLE XXIII LIFE INSURANCE

Each employee shall receive a \$40,000 term life insurance policy. The total cost of premiums shall be paid by the Board.

ARTICLE XXIV DENTAL INSURANCE

The Board shall continue to provide and pay the full cost of single and family dental insurance coverage which meets or exceeds the specifications set forth under current coverage for each employee and his/her eligible dependents.

ARTICLE XXV VISION INSURANCE

The Board shall pay the full cost and any increases thereof for single and family vision insurance which meets or exceeds the current coverage

ARTICLE XXVI PRESCRIPTION DRUG INSURANCE

The Board shall provide prescription drug insurance for both single and family plans. There shall be a ten dollar (\$10.) co-pay for generic; a twenty-five dollar (\$25.) co-pay for formulary brand names; and a forty dollar (\$40.) co-pay for brand name drugs; on mail order prescriptions there shall be a twenty dollar (\$20.) co-pay for generic; forty (\$40.00) dollar co-pay for formulary brand names; and an sixty dollar (\$60) co-pay for brand name drugs.

ARTICLE XXVII ASSAULT LEAVE

An employee who is absent due to disability resulting from a clearly unprovoked attack upon the employee which physical assault occurs while in the course of the employee's employment shall

be granted up to thirty (30) days assault leave. During such assault leave, said employee shall be maintained on full-pay basis.

Assault leave shall be granted under this policy with a certificate from a licensed physician stating the nature and probable duration of the disability and the necessity of absence from regular employment. Employees will aid in the prosecution of the individual committing the assault.

ARTICLE XXVIII SALARY - WAGES

A. Salary Schedules and Hourly Rates: Effective July 1, 2013 thru June 30, 2016.

All employees new to the District will be placed at Step 0 in the salary schedule.

1. Group A -Mechanic and Maintenance. (8 hr/12 month employees)
2. Group B - (1) Head Custodian (8hr/12 month employee)
Custodians (8 hr/12 month employees)
3. Group C - (1) Head Cooks (8 hours/192 days)
A (5) Cooks- (7 hours/192 days) *removed by Board RIF*
(1) Secretary II-(6 hours/213 days) if needed in new buildings
4. Group D - Bus Drivers. Based on 4 hours per day x 190 days (Including holidays).
5. Group E (2) Secretary I (8 hours/220 days)
Paraprofessionals
(1) Pre School Paraprofessional (7 hours/190 days)
(1) Kindergarten Paraprofessional (7 hours/190 days)
(1) Computer Paraprofessional (7 hours/190 days)
(1) Library Paraprofessional (7 hours/190 days)

Effective July 1, 2013, salary schedule shall be increased \$.50 (fifty cents) per hour.

Effective July 1, 2014, salary schedule shall be increased \$.32 (thirty two cents) per hour.

Effective July 1, 2015, salary schedule shall be increased \$.20 (twenty cents) per hour.

Any employee serving in the Head Cook position and Head Custodian position will receive a stipend of \$500.00 annually.

OAPSE Salary Schedule

2013-14	Mechanic Maintenance	Custodians Head Custodian	Head Cook Cooks Secretary II	Bus Drivers	Paraprofessionals Secretary I
Step	Group A \$	Group B \$	Group C \$	Group D \$	Group E \$
0	16.13	13.02	13.03	18.00	13.13
1	16.19	13.08	13.08	18.21	13.18
2	16.26	13.14	13.14	18.31	13.24
3	16.32	13.20	13.22	18.46	13.32
4	16.39	13.26	13.27	18.61	13.37
5	16.44	13.32	13.32	18.76	13.42
6	16.49	13.38	13.38	18.91	13.48
7	16.55	13.43	13.43	19.06	13.53
8	16.61	13.48	13.49	19.21	13.59
9	16.66	13.54	13.55	19.36	13.65
10	16.78	13.71	13.73	19.68	13.83
15	16.96	13.89	13.89	19.92	13.99
20	17.18	14.11	14.11	20.26	14.21
25	17.36	14.33	14.33	20.60	14.43

2014-15 Step	Group A \$	Group B \$	Group C \$	Group D \$	Group E \$
0	16.45	13.34	13.35	18.32	13.45
1	16.51	13.40	13.40	18.53	13.50
2	16.26	13.46	13.46	18.63	13.56
3	16.64	13.52	13.54	18.78	13.64
4	16.71	13.58	13.59	18.93	13.69
5	16.76	13.64	13.64	19.08	13.74
6	16.81	13.70	13.70	19.23	13.80
7	16.87	13.75	13.75	19.38	13.85
8	16.93	13.80	13.81	19.53	13.91
9	16.98	13.86	13.87	19.68	13.97
10	17.10	14.03	14.05	20.00	14.15
15	17.28	14.21	14.21	20.24	14.31
20	17.50	14.43	14.43	20.58	14.53
25	17.68	14.65	14.65	20.92	14.75

2015-16 Step	Group A \$	Group B \$	Group C \$	Group D \$	Group E \$
0	16.65	13.54	13.55	18.52	13.65
1	16.71	13.60	13.60	18.73	13.70
2	16.78	13.66	13.66	18.83	13.76
3	16.84	13.72	13.74	18.98	13.84
4	16.91	13.78	13.79	19.13	13.89
5	16.96	13.84	13.84	19.28	13.94
6	17.01	13.90	13.90	19.43	14.00
7	17.07	13.95	13.95	19.58	14.05
8	17.13	14.00	14.01	19.73	14.11
9	17.18	14.06	14.07	19.88	14.17
10	17.30	14.23	14.25	20.20	14.35
15	17.48	14.41	14.41	20.44	14.51
20	17.70	14.63	14.63	20.78	14.73
25	17.88	14.85	14.85	21.12	14.95

- B. Special Bus Routes – A stipend in the amount of \$3,400.00 will be paid for the following routes: Vocational Route and Special Education Route.
- C. If at any time during the term of this agreement, the Board should receive additional revenue from the passage of a new operating levy, both parties agree within fifteen (15) days of receipt of said revenues to negotiate salaries/wages. If an agreement is not reached within forty-five (45) days of the initial meeting, either party may declare impasse and request the services of the Federal Mediation and Conciliation Service.
- D. If at any time during the term of this agreement, any current employee or group of employees receives any increase in salary or wages, then the same percentage of increase shall be paid to members of the bargaining unit, effective on the same date, provided said increase is more than the increase that was made effective to the bargaining unit during their negotiation of this agreement. This section will not apply to supplemental contract adjustments made during the term of this agreement. This exception will automatically expire June 30, 2016.
- E. During the term of this Agreement, if provision under Section C in this Article has been invoked, the provision under Section D in this Article will be waived. Should Section D be applied, then the Union will determine whether to accept increases in wages as provided or to address wages within the forum of Section C. The Union must notify the Superintendent and Treasurer, in writing, of its intent prior to the pay period that salaries and wages would be increased.

**ARTICLE XXIX
CONSISTENCY WITH LAW**

If any provision of an agreement between the Board and the Union shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue. If it is mutually agreed that changes are to be made in this negotiated Agreement while it is in force, such changes will be made by the negotiation process.

**ARTICLE XXX
EXTRA TRIPS**

- A. Athletic and related trips

When the schedule is established for each sport season the drivers will be notified by letter of a meeting (see Appendix A) for the purpose of mutually assigning activity trips.

Should any driver not be able to complete his/her assigned trip then he/she should notify the transportation supervisor as soon as possible so that he may find a replacement. These “turned back trips” shall be offered to the regular drivers first. In case of an emergency the transportation supervisor may use any available driver.

- B. If there are enough day study trips to warrant, the drivers will be notified by letter of a meeting for the purpose of mutually assigning day study trips.
- C. A driver may use personal leave or leave without reimbursement for activity trips that will interfere with his/her regular route.
- D. All drivers that drive an extra-curricular activity trip or an educational trip shall be paid at \$12.50 per hour. All extra trips shall have a minimum pay based on two (2) hours at the hourly rate of pay established for trip pay.

**ARTICLE XXXI
SERS PICKUP UTILIZING SALARY REDUCTION METHOD**

The Board of Education of the Southern Local School District herewith agrees with the Ohio Union of Public School Employees Local #453 to pick-up utilizing the salary reduction method contributions to the School Employees Retirement System paid upon behalf of the bargaining unit under the following terms and conditions.

1. The amount to be picked-up on behalf of each employee shall be equal to the employee's retirement contribution. The employees' annual compensation shall be reduced by an amount equal to the amount picked-up by the Board for the purpose of State and Federal tax only.
2. Shall be uniformly applied to all members of the bargaining unit.
3. The pick-up shall become effective July 1, 1985, and shall apply to all compensation including supplemental earnings there after.
4. Payment for all paid leaves, sick leave, personal leave, severance, and supplementals including unemployment and workers compensation shall be based on the employees' daily gross pay prior to reduction.

Each unit member should consider responsibility for compliance with the Internal Revenue Service salary exclusion allowance regulations with respect to the pick-up in combination with other tax deferred compensation plans.

If the foregoing pick-up provisions are nullified by a subsequent Internal Revenue Service rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and avoid.

**ARTICLE XXXII
HOURS AND POSITIONS OF EMPLOYMENT**

Whenever the Board finds it necessary to change work hours of bargaining unity positions, it shall meet with the local union representatives prior to any changing of hours and allow input from the union as to hours being changed or altered.

There shall be no split-shifts other than bus drivers except by mutual agreement of personnel involved and their supervisor.

**ARTICLE XXXIII
LUNCH PERIOD**

Each employee who works a seven (7) hour shift or an eight (8) hour shift will be entitled to a one-half (¹/₂) hour paid lunch break for each shift he/she works and two 15 minute breaks as scheduled by the supervisor. Each employee that works a split shift may take their lunch break away from their place of employment.

**ARTICLE XXXIV
WORK OTHER THAN THE NORMAL WORKDAY**

Any bargaining unit member who is required to report for work at anytime which is not contiguous with his/her normal shift shall be compensated for a minimum of two hour pay. The employee must work the two hours to receive the two hour pay.

Anytime an employee is required to attend mandatory meetings outside of their regular work hours or days shall be paid at their regular hourly rate of pay or at overtime rate if appropriate.

**ARTICLE XXXV
INVOLUNTARY TRANSFER**

To prevent the Board from hiring an additional employee, the superintendent shall have the authority to involuntarily transfer employees. In such cases, the employee who has been involuntarily transferred shall be granted a meeting, if requested, with the superintendent and told the reason/reasons for the transfer. The employee at his/her option may have a member from the bargaining unit as a representative at the meeting.

An employee who is involuntarily transferred, shall be placed only in a position for which he/she can be expected to do.

**ARTICLE XXXVI
CUSTODIAL/COOKS PAY FOR WORK PERFORMED
FOR NON-SCHOOL RELATED ACTIVITIES**

A regular custodian shall be on duty for all hours necessary to clean and/or to fire the furnace for a non-school related activity that requires the building to be cleaned up after the activity or that requires the building to be heated for the activity. If a non-related school activity at the school building requires the use of kitchen equipment, a cook shall be used for all hours that the kitchen equipment is to be used. The custodian or cook will be paid for actual hours worked at their regular rate of pay except for time worked beyond 8 hours a day or beyond forty (40) hours per week for which time they will be paid one and one-half (1 ½) time the regular rate of pay. A cook or custodian shall be paid in accordance to Article XVI for work performed on a holiday for a non-school related activity.

* When it is necessary to place an employee on duty as mentioned above, employees in the building that is in use shall be offered the assignment first, based on seniority. If no employee in the building that is to be used accepts the assignment, then it shall be offered to other employees in the District in the affected classification.

All time and payment under this provision must be through the District Treasurer's office.

If an attempt to secure a regular custodian and/or cook is unsuccessful, it is the Board's discretion whether to use a substitute.

**ARTICLE XXXVII
SPECIAL CERTIFICATION**

Any employee of the Southern Local School District that requires special certification and/or license as a condition of his/her employment is responsible to keep them current.

Negligence on the part of the employee, to become properly certificated and/or licensed during their scheduled work year will result in the termination of said employee's contract of employment with the Southern Local Board of Education. Negligence is anything other than personal illness/injury, death in the immediate family of an error by a doctor that may prevent an employee from becoming certificated or licensed during the schedule work year.

**ARTICLE XXXVIII
TRAINING AND SCHOOLING**

If training or schooling is required of an employee, all costs of such training, travel expenses, including mileage, meals and lodging, shall be paid by the Board.

**ARTICLE XXXIX
MERGER AND CONSOLIDATION**

In the event that a merger or consolidation with another school district should be considered by the Board, the Superintendent shall notify the local president sixty (60) days prior to anticipated Board action.

**ARTICLE XL
DRUG AND ALCOHOL TESTING FOR CDL HOLDERS**

The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the workplace. The parties further recognize that the abuse of alcohol and controlled substance is a treatable illness and the Employer will make reasonable efforts to provide assistance to employees in need of help, with in the provided health benefits package.

Employees seeking assistance will be entitled to use their sick leave, personal leave and/or vacation time during treatment. After exhausting such time, the employee may be advanced sick leave. Sick days that are advanced will be repaid through future service.

All records concerning an employee's treatment for alcohol and drug problems shall remain confidential and shall remain separate from other personnel materials.

All time spent administering an alcohol or controlled substance test, including travel time, shall be compensated \$25.00 for time spent while administering an alcohol or controlled substance test, plus use of company vehicle.

**ARTICLE XLI
TOBACCO USE POLICY**

The Employer prohibits the use of tobacco in any form by employees on school district property, which includes school district vehicles.

**ARTICLE XLII
OVERTIME AND COMP-TIME**

- A. Any employee who works more than forty (40) hours during any single work week shall be paid at the rate of time and one-half as required by the Fair Labor Standards Act. The Superintendent or designee must pre-approve any work beyond forty (40) hours in a single work week absent an emergency where it is impractical to seek prior approval. Only hours actually worked are considered in computing eligibility for overtime. Thus,

for example, sick leave, vacation leave, holidays or lunchtime are not considered "hours worked."

- B. In lieu of overtime payment, employees may elect to receive compensatory time. Comp-time shall be earned at one and one-half (1 ½) hours for each hour of overtime.
- C. Comp-time shall be used by the employee at anytime after giving notice to the appropriate supervisor. Notice should generally be given at least three (3) days in advance of time requested. The employee will try, when possible, to use comp-time when a substitute would not be needed. Comp-time must be used in the same school year by August 1 of each year.

ARTICLE XLIII BONUS

Each bargaining unit member shall be paid a bonus of one hundred dollars (\$100.00) on the first payroll in July of each year if the bargaining unit member used no sick leave during the twelve (12) months preceding the payment of the bonus. Each bargaining unit member shall be paid a bonus of fifty dollars (\$50.00) on the first payroll in July of each year if the bargaining unit member used only one (1) sick leave day during the twelve (12) months preceding the payment of the bonus.

ARTICLE XLIV LABOR-MANAGEMENT COMMITTEE

- A. The Southern Meigs Local School District or its designated representative(s) and OAPSE Local #453 and its designated representative(s) agree to meet and discuss issues and/or problems concerning the District and the Union, excluding the specific terms and conditions included in this Agreement.
- B. The Labor-Management Committee will meet on an as needed basis. The committee shall not be utilized for the purposes of negotiations or the adjustment of grievances.

ARTICLE XLV BUS CLEANING

Bus drivers may request to work four (4) hours at their regular rate of pay during the summer to clean buses prior to inspection.

XLVI FBI/BCI BACKGROUND CHECK

The Board agrees to reimburse up to \$57.00 of the cost of FBI/BCI background renewals and fingerprinting for all employees when required.

This Agreement shall be effective at 12:01 a.m. July 1, 2013, and shall remain effective in full force, until 11:59 p.m. June 30, 2016 and from year to year thereafter unless modifications are requested, in writing and in accordance with Article I, of this agreement.

The written provisions of this agreement shall constitute the whole and entire agreement between the parties with respect to all issues within the scope of bargaining.

**SOUTHERN LOCAL
BOARD OF EDUCATION**

OAPSE LOCAL #453



President



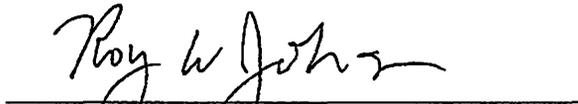
President



Vice President



Vice President



Treasurer



Member



Superintendent



Member



Member

Date _____

TO: DRIVERS
FROM: TRANSPORTATION SUPERVISOR
RE: TRIPS

We have a number of proposed trips for this _____ season. Some of the trips are scheduled to depart early and return late.

We will be having a meeting of the drivers to work out the schedule.

We would like for all interested drivers to meet at ____ AM on _____.

The first trip is _____.

If you are not interested in taking any of these trips, please sign below and return.

I AM NOT INTERESTED IN TAKING ANY TRIPS THIS SEASON.

DATE _____

SIGNED _____

Appendix B

Furthermore, The Ohio Association of Public School Employees and the Southern Local Board of Education agree that the Board of Education may employ "as needed" aides to a maximum of five hours per day without offering health care benefits effective January 1, 2006.