



01-16-15
13-MED-04-0464
2024-02
K31874

CONTRACT

between the

**MADISON LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES, LOCAL #292**

August 1, 2013 — July 31, 2015

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ARTICLE I — UNIT RECOGNITION

1. BARGAINING UNIT

1. The Madison Board of Education (hereinafter referred to as the "Board") recognizes Local #292 of the Ohio Association of Public School Employees/AFSCME, AFL-CIO (OAPSE, hereinafter referred to as the "Association").
2. The Board recognizes the Association as the sole and exclusive bargaining agent for all classified employees as defined in paragraph A-4 employed by the Board for the term of this agreement.
3. The terms and conditions of employment of classified employees are matter of mutual concern to the Board and the Association. It is, therefore, the intent and purpose of this agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto, to attempt to provide an orderly and peaceful means of conducting negotiations and resolving misunderstandings or grievances.
4. The bargaining unit includes all full time and regular short hour classified employees including the following classifications: custodial, maintenance, mechanic, cafeteria, secretarial, teachers' aides, special education aides, one-on-one special education aides, library technicians, bus drivers, bus aides, district electrician, and computer technicians but shall not include the following positions:
 - a. Treasurer
 - b. Operations Supervisor
 - c. Substitute Bus Drivers
 - d. Transportation Supervisor
 - e. All temporary or intermittent employees
 - f. All employees of the Day Care Center
 - g. All positions for which certification as a teacher or administrator is required.
 - h. Assistant Treasurer
 - i. Payroll Clerk/Office Manager
 - j. Secretary to the Superintendent
 - k. Secretary to each Assistant Superintendent
 - l. Director of Food Service
 - m. Technology Coordinator
 - n. EMIS Coordinator
 - o. Accounts Payable Clerk (Grandfather Tammy Harris until she leaves the position, then position will be withdrawn from OAPSE #292 contract).

5. The Association may submit to the Board no later than January 1st, its recommendations with respect to the calendar for the next school year. The Board shall seriously consider these recommendations.
6. Full-Time Employee — A person hired by the Board of Education under a written contract who is regularly scheduled to work at least thirty (30) hours in any week or a bus driver under contract who is scheduled to drive two or more routes.

2. FAIR SHARE FEES AND DUES CHECK-OFF

1. The Board agrees not to honor any check off authorizations of dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organizations or organization representing employees for purpose of bargaining for wages, hours, and working conditions and other fringe benefits for its members.
2. Effective January 1, 1990, all present employees within the bargaining unit who re members of the Association shall remain members of the Association. Employees in the bargaining unit who sixty (60) days from date of hire are not members in good standing of the Association, shall pay a fair share fee to the Association. Association members shall have written authorization for dues deduction on file with the Treasurer.
3. All employees who do not become members in good standing of the Association shall pay a fair share fee to the Association effective sixty (60) days from the employee's date of hire. The fair share fee amount shall be certified to the Board by the Treasurer of the local Association and shall not exceed the dues regularly required of Association members. 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.
4. Payment to the Association of fair share fees shall be made in accordance with the regular dues deductions as provided herein, and employees, who are not members of the Association, are required as a condition of employment to pay the fair share fee.
5. Dues deduction authorization shall be continuous from year to year. However, authorization may be withdrawn by the individual member upon written notification to the Local Treasurer, O.A.P.S.E. State Treasurer, and the Board of Education Treasurer, between the date of June 1 and 15 of each year.
6. The Treasurer of the Board shall deduct from the employee's pay all dues deductions and fair share fees. The Association shall provide the Board Treasurer with a list of members participating in dues deductions. Deductions for employees shall begin the first pay in September and continue through the last pay in August.

7. The Board Treasurer shall forward to the O.A.P.S.E. State Treasurer the amount of the State and Local dues/fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the Local Treasurer. This shall be done within ten (10) days following each deduction.
8. The Association agrees to accept full liability financially and legally for any charges which may be filed, fees, penalties, punitive damage, costs, and/or back pay liabilities arising out of the employer's actions or inactions involving dues and service fees.
9. The Association reserves the right to designate counsel to represent and defend the Employer. However, this provision shall not prevent the Employer from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the Employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the Employer as will create or foster a conflict of interest.

ARTICLE II - NEGOTIATIONS

1. INITIATING NEGOTIATIONS

A proposal to open negotiations for a successor agreement which may be a S.E.R.B. Notice to Negotiate Form may be submitted by the Association to the Superintendent, or by the Superintendent to the President of the Association no earlier than one hundred twenty (120) days before the expiration of the current agreement.

2. TEAMS

1. The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed one representative from each classification. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party.
2. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, to consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams.

3. NEGOTIATING MEETINGS

1. Prior to the negotiations, there shall be a written request for a negotiation meeting, either party will have five (5) work days to reply to the request. Within ten (10) workdays after receipt of the reply, the parties shall establish a mutually agreeable site, date and time for such meeting.
2. Once the date, time and place of the meeting have been established, the following procedure shall be used:
 - a. The Association's team and the Board of Education's team will present written proposals in proposal form and give an explanation at the initial meeting.
 - b. Subsequent negotiation meetings shall be scheduled until tentative agreement is reached or impasse declared.
 - c. Written counter proposals will be presented by both teams at the scheduled meetings until all issues are tentatively signed by both teams or an impasse declared.
 - d. All negotiations should be completed within 120 days but may be extended by a date mutually agreed upon by the Board and the Association.

4. CAUCUS

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

5. EXCHANGE OF INFORMATION

The Superintendent shall furnish the Association, and the Association will furnish to the Superintendent, upon reasonable request, all available information to pertinent issues under negotiations such as, financial conditions of the District. The Board and the Association will incur no special expense in providing such information to the other party.

6. COVERAGE

1. The Association has bargaining rights for all employees in the bargaining unit on the following subjects:
 - a. Wages
 - b. Hours
 - c. Fringe Benefits
 - d. Working Conditions
 - e. Grievance Procedures

7. RELEASE TIME

One member of the negotiating committee shall be released from work during the hours of negotiations meetings with pay. The Board shall not be required to provide a substitute for this employee. Meetings shall be held at times and places mutually agreed upon provided they do not interfere with the normal school schedule.

8. AGREEMENT

1. When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Association for ratification and then to the Board for its approval.
2. When approved in accordance with the provisions of this Section, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board and shall become the official contract.
3. Any agreement reached and accepted and signed by the Association and the Board shall supersede any rules, regulation, or practices, whether written or verbal, of the Board which shall be contrary to or inconsistent with terms contained in any individual term of employment heretofore in effect. All future classified employees shall be employed expressly subject to terms of such an agreement.

9. IMPASSE

If an impasse develops between the negotiating teams, either or both parties may declare impasse. If impasse is declared by either party, the parties shall jointly request a mediator from the Federal Mediation and Conciliation Service.

10. CONSISTENCY WITH LAW

If any provision of an agreement between the Board and the Association shall be found contrary to Federal Law or beyond the limits permitted by 4117 of the Ohio Revised Code, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by Federal Law, but all other provisions or applications shall continue in full force and effect. It is mutually agreed if changes are to be made in the negotiation agreement, while it is in force, such changes will be made by the negotiation process.

11. PROGRESS REPORTS

1. Periodic written progress reports may be issued during negotiations to the public provided that any such releases shall have prior approval of both teams. If

impasse is declared, either party may issue progress reports or press releases without the consent of the other party.

2. The Association's team retains the right to issue general reports to its members on the progress of negotiations.
3. The Board's team retains the right to issue general reports to members of the Board of Education on the progress of negotiations.

ARTICLE III — GRIEVANCE PROCEDURE

DEFINITIONS

Grievant: Any employee shall have the right to file a grievance. He/she shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her grievance. He/she has the right to present his/her own grievance or designate representatives of OAPSE, Local #292, or another person of their own choosing with them or for them any step of this procedure.

Grievance: A grievance is defined as any complaint of an employee, employees, or OAPSE involving the interpretation, application or alleged violation of this agreement or discipline or discharge of an employee. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

Working Day: A day shall be defined as a day when school is open and students are in attendance during the school year and when the Central Office is open during summer break.

At each step of the grievance procedure, the employee shall date and initial the grievance at the time presented at that step and the Supervisor/Superintendent/Treasurer shall initial and date the response at the time provided to the employee.

STEP ONE

Any employee having a grievance shall first discuss such grievance with his/her immediate supervisor.

STEP TWO

1. If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's building principal or immediate supervisor. If such grievance is not lodged within fifteen (15) days following the act or condition which is the basis of said grievance, said grievance shall no longer exist. The written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is

based and a reference to the specific provisions of the memorandum, contract, policy, rule or regulation allegedly violated, misinterpreted or misapplied.

2. A copy of such grievance shall be filed with the building principal or immediate supervisor and the Association's Grievance Committee. The employee shall have the right to request a hearing before the building principal or immediate supervisor. Such hearing shall be conducted within five (5) working days after receipt of such request. The aggrieved employee shall be advised, in writing, to the time, place, and date of such hearing and shall have the right to be represented at such hearing by counsel or by a representative of his/her employee organization.
3. The building principal or immediate supervisor shall take action on the written grievance within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Superintendent and the Association's Grievance Committee.

STEP THREE

1. If the action taken by the building principal or immediate supervisor does not resolve the grievance to the satisfaction of the employee, such employee may appeal, in writing, to the Superintendent or designee. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the principal's or immediate supervisor's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent or designee within five (5) working days after receipt of the request.

The aggrieved employee shall be advised, in writing, of the time, place, and date of such hearing and shall have the right to be represented at such hearing by counsel or by a representative of his/her employee organization.

2. The Superintendent or designee shall take action on the appeal of the grievance within five (5) working days after receipt of the appeal, or, if a hearing is requested, within five (5) days after conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the building principal or immediate supervisor and the Association's Grievance Committee and Association President.

STEP FOUR

1. If the action taken by the Superintendent or designee does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Board of Education. Failure to file such appeal within five (5) working days from receipt of the

Memorandum of the Superintendent's or designee's action on said grievance shall be deemed a waiver of the right to appeal.

2. The Superintendent shall place the matter on the agenda for the next regular or special meeting of the Board of Education held more than five (5) working days after receipt of the appeal. The Superintendent and Union President may agree to waive this five (5) day time limit. The aggrieved employee shall have the right to be represented at such meeting by counsel or by a representative of his/her employee organization. The Board of Education shall act upon such grievance within ten (10) working days from the date of the hearing before the Board of Education.

STEP FIVE

1. If the grievance is not resolved at Level Four, the aggrieved person may request that the grievance be submitted to arbitration by letter to the Superintendent within seven (7) working days after receipt of the Level Four decision.
2. Upon the Association filing a request for arbitration, the Association shall contact the Federal Mediation and Conciliation Service (FMCS) for a list of arbitrators, which shall be submitted to the Board within sixty calendar days of the filing of the request for arbitration. Failure of the Association to comply with this provision will result in the waiver of the right to proceed to arbitration. The arbitrator shall limit his/her decision to the issue stated in the grievance.
3. The arbitrator shall make his report and decision to the Superintendent, the grievant and Association Grievance Committee. The decision of the arbitrator shall be binding on all parties.
4. The cost of arbitration will be paid by the Board of Education if the decision is in favor of the grievant; if the decision is in favor of the Board of Education, the Association or the grievant will pay the costs. If the decision favors both sides, the cost of arbitration will be divided equally between both parties. The costs of arbitration to be paid under this provision include all administration or filing fee assessed to either side by the Federal Mediation and Conciliation Service.
5. If the decision goes in favor of the grievant, all files and records dealing with the grievance will be moved to a separate file and cease to have force and effect.

ARTICLE IV — VACANCY AND BID PROCEDURE

1. The Madison Board of Education recognizes that staff morale will be improved if employees are permitted to apply for and be considered for appointment to positions requiring greater responsibility and level of competency or to be assigned to positions of particular interest to an individual employee.

- (a) Except for one-on-one aides, when a member applies for a vacant or newly created position in the classification in which he/she is presently employed the position shall be awarded to the most senior applicant within that classification.
- (b) Except for one-on-one aides, if a vacant or newly created position is not filled as provided for in (1a) such position shall be filled by the most senior qualified Madison employee bidding.
 - (1) Qualifications shall be based on training, experience, and service record with other employers as well as the Madison system. However, time worked as a substitute shall not be required to be considered. Qualified Madison employees shall be granted the probationary period provided for in paragraph 9 of Article IV before anyone from the outside is hired.
 - (2) In the event of a question on the part of the Administration as to the qualifications of a Bargaining Unit applicant for a vacancy, such employee shall be given the trial period provided for in Article IV. The Board shall not hire from the outside nor select a junior applicant over a senior applicant when and if there is a question of qualifications of a particular applicant unless the more senior applicant whose qualifications are in question has been afforded the trial period.
- (c) Vacancies for one-on-one aides will be awarded to the most qualified person as determined by the Superintendent.
- (d) *Concerning one-on-one aide positions only* — it is understood that if a current employee would bid on and be awarded the position, the 20 day probationary period set forth in paragraph 9 of the Article will continue as written in the contract. However, the following restriction will apply when dealing with the one on one aide position only:

If a current employee bids on the one on one aide position and receives the position, but the student for which the employee is the one on one aide leaves the district; the employee would be reinstated in the exact position from which they bid to become the one on one aide, unless there is a one on one aide with less seniority, then they will have the option to bump another one on one aide (with less seniority) or return to their previous position.

(Example: 2 hour cook from Madison South Elementary would bid on the part time one on one aide position at South and receive the position. Then three months later the student requiring the one on one aide at South would leave the district, the part time aide position at South would no longer be required and would go back to the 2 hour cook position at Madison South Elementary and the person hired to fill the 2 hour cook position would be reduced in force "RIF".

If an outside person is hired for a one-on-one aide position and the student the

aide is working one on one with leaves the district, then the position of the aide is no longer required and the position will be reduced in force "RIF" and placed on the recall list.

- (e) Employees from all classifications will be given consideration and granted an interview, if requested, provided that no interview will be required:
 - (1) if the employee was interviewed for the same position within the last six months;
 - (2) if the employee has not provided the employer with any updated information prior to the job being posted;
 - (3) if a more senior employee within the same classification has applied for the position.
 - (f) An employee may not be employed in two (2) positions in the District simultaneously if such employment will guarantee overtime or place the employee from non-benefitted status to benefitted.
2. All buildings owned and operated by the Board of Education and staffed by school employees shall be posted with "BID NOTICE PROCEDURE" in an open area accessible to employees.
3. (a) Notices of vacancies shall be posted, following receipt of the official resignation, in each building staffed by school employees, for a minimum of three (3) working days. Positions will be replaced at same number of hours as prior to vacancy. Employees, desiring the position shall submit their bid to the administrator announcing the bid within three (3) working days. The notice shall contain a description of the duties and salary range.
- (b) Job openings or vacancies that occur during the summer months will be made known to employees by posting in each building in an accessible location with sufficient notices sent to the OAPSE #292 President, on the district's website and on a telephone recording 419-589-6565 ext. 1300 for a period of 5 calendar days (Friday through the following Thursday). If no communication is received, it will be assumed that there is no interest in the position among members.
- (c) When the posting date for a classified position expires, a list of those persons bidding on the position will be available in the Board office for the OAPSE President's review by noon the following working day.

4. SENIORITY RIGHTS ARE DEFINED AS:

Seniority for bidding purposes only shall be determined by the length of continuous employment from the date of last hire.

5. SUMMER WORK

All members of the bargaining unit shall have the opportunity to sign up for work performed during the summer months when school is not in session. The Board will post a list of summer positions by March 15th. Employees must apply in writing by no later than April 1st. Employment under this provision shall be separate from the employee's regular duties and compensated at the rate established by the Board. The Board will not contract out summer work before offering it to bargaining unit members.

6. SUBSTITUTE WORK

Contracted bargaining unit members may be called as substitutes. An employee will be allowed to work over forty hours in a week combining his/her regular hours with substitute work as long as the overtime is approved. Contracted bargaining unit members will be rotated with substitutes. Seniority will not be earned by working as a substitute. In order to be placed on the substitute list, an employee must sign up at the Board office. Substitute work outside of an employee's classification will be paid at substitute rate.

7. All members of the bargaining unit leaving service will sign a statement of status of intent. If no statement is signed within five (5) calendar days, the employee will be considered to have left service.

8. SENIORITY AND SENIORITY LISTS

The Superintendent will make a current seniority list available to the President of the Association by October 1 of each year.

The seniority list will list all employees by Classification and category showing the date of employment and, where necessary, the date of application.

Seniority for all employees shall be determined as follows:

- (a) first worked on a contracted OAPSE position
- (b) Board action on employment
- (c) date of last application for employment
- (d) Administration decision (if Board action dates were the same and date of application not available).

The last application will become part of the employee's file.

9. An employee appointed to fill a vacancy or a newly created position shall serve a

probationary period not to exceed twenty (20) working days. An employee shall be provided with a written evaluation no later than the tenth working day as a condition of a determination of unsatisfactory performance. If such employee's performance is unsatisfactory, at the end of the probationary period, he/she shall be reassigned to his/her former position at the salary or wage earned prior to his/her appointment to the vacancy.

If an employee does not wish to continue in the bid position, he/she may voluntarily return to his/her former position at the salary or wage earned prior to his/her appointment to the vacancy. A substitute shall be placed in the employee's position on substitutes' rate. Upon successful completion of the probationary period, the employee's former position shall be posted according to the bidding procedure.

10. The notice of vacancy and bid forms shall be as prescribed by the Superintendent.
11. Uniform testing requirements shall be implemented for all secretarial positions in the central office, for new employees and for those positions filled from outside the secretarial classifications.

ARTICLE V — LOCAL #292 RIGHTS

1. Local #292, OAPSE has the right to use the school mail and bulletin board for official organization communications.
2. To use school facilities when not otherwise used for educational purposes.

ARTICLE VI — NEW EMPLOYEES PLACEMENT ON SALARY SCHEDULE

1. New regular employees should not normally be given more than one year experience on the salary schedule; however, the Board of Education reserves the right to pay for additional years of experience in cases of emergency, dire need, or to obtain special proven skills and abilities.
2. A year of experience for credit on a salary schedule, for all classified employees, shall consist of one hundred twenty (120) days.

ARTICLE VII — SECRETARIAL POLICY ON CALLING SUBSTITUTE TEACHERS

1. Secretaries will not be responsible to call substitute teachers from their homes prior to their workday. This responsibility may be assigned to secretaries but only during their scheduled work hours.
2. Classified employees shall not be required to call in their own substitutes.

ARTICLE VIII — PERSONAL LEAVE

1. All full-time classified employees may be granted a maximum of three (3) work days of personal leave per school year (non-cumulative) with pay. Personal leave shall be used for personal business which cannot be conducted outside the regular workday or for other personal emergency situations.

If possible, notification of intent to use a personal leave day(s) will be made three (3) work days in advance. Upon return from personal leave, the involved employee will sign a form indicating the number of days of leave that was used and that said leave was not in violation of this personal leave policy.

Personal leave days may be taken in 1/2 day increments except for bus drivers. One-half day personal leave increments cannot be taken on a Friday. Bus drivers shall be allowed to take 1/3 or 1/2 personal days in accordance to the procedures required by the agreement. No personal leave is admissible for part of a school day except for bus drivers. Not more than two days of personal leave may be taken on successive school days.

Personal leave days will not be taken before or after vacation, a holiday, before a record keeping day or during a record keeping day, unless under special circumstances to be determined by the Superintendent, prior approval is granted.

Personal leave days shall not be deducted from the employee's sick leave.

Personal leave may not be substituted for purposes for which other types of leave are stipulated.

Personal leave may not be used to pursue other employment for financial gain.

Any unused Personal Leave days will be added to sick leave.

Subject to all provisions of this Article, part-time employees shall be entitled to three days of personal leave per school year. It must be taken as a full day only. A full day is defined as the number of hours the employee is contracted to work per day.

ARTICLE IX — PROFESSIONAL MEETING ATTENDANCE

1. Local #292 President, one (1) delegate for up to 100 members, 101 to 200 members one (1) additional delegate, to be granted three (3) days released time to attend the annual OAPSE Conference with no loss in pay.
2. All night custodians and cleaning personnel, upon approval of the building principal, may

attend the regular OAPSE monthly meeting during their work shift with the time missed to be made up within twenty-four hours and all necessary tasks to the operation of the building, in a given work shift, completed.

ARTICLE X — CONTRACT POLICY

1. Contract or salary notice to list number of days to be worked, hours per day. In-service days and conference days as well as salary or hourly or trip rate of pay.
2. During the first limited contract an employee may be removed at anytime during the first year without just cause and no right to the grievance procedure. With the granting of the second year contract the employee will be on a continuing contract.

This procedure shall supersede the procedure provided by statute, and shall be the exclusive remedy in cases of termination of a first year employee.

ARTICLE XI — HOLIDAYS

1. All members of the bargaining unit shall be paid for the following holidays, if the holiday falls within the beginning and ending work days of their contract:

| | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Fourth of July | President's Day |

2. In addition to the above holidays, 12 month employees will have the following days off, so long as school is not in session, with no loss of pay:

Good Friday
The day after Thanksgiving
The day before Christmas
The day before New Year's Day

3. For the purpose of this Article:

Single Holiday include:

Martin Luther King Day
Memorial Day
Fourth of July
Good Friday
President's Day
Labor Day

Double Holidays include:

Thanksgiving and the Friday after
Christmas and the day before
New Years Day and the day before

4. If a single holiday falls on Saturday, the holiday will be observed on the preceding Friday. If a single holiday falls on Sunday, the holiday will be observed on the following Monday. Thanksgiving and the Friday after will always be observed on the days on which they fall. Other double holidays will be observed as follows:

If both days fall on a weekend, the preceding Friday and the following Monday will be observed.

If the second day falls on a Saturday, the preceding Thursday and Friday will be observed. If the first day falls on a Sunday, the following Monday and Tuesday will be observed, except that if New Year's Eve/Day falls on a Saturday/Sunday, the preceding Thursday/Friday will be observed.

5. Any employee required to work on any of the holidays listed in Paragraph 1 shall receive double time (pay) for such work, other than building checks.
6. If an employee is not in a pay status, e.g. working, sick leave, vacation, personal leave, if approved, the workday before and after the holiday, they will not be paid for the holiday.
7. It is understood and agreed between the parties that in any school year in which the officially adopted school calendar causes the work year under contract of an employee to begin after Labor day or causes the work year of an employee under contract to end before Memorial Day, such employees shall nonetheless be entitled to be paid for those holidays. The purpose of this is to avoid the application of the requirement contained in Article XI, paragraph 1, that the listed holidays must fall within the beginning and ending days of the employee's contract in order for the employee to be paid for that day, where the reason that the day is not within their work year is caused by the adoption of an official school district calendar, which begins school after Labor Day or ends it before Memorial Day.

ARTICLE XII — STANDARD WORK WEEK

1. All authorized hours in excess of a forty-hour week will be paid one and one-half (1-1/2) times the employee's regular hourly rate for that classification. Holidays mentioned in Article XI, paragraphs 1 and 2 shall not count as time worked.
2. Authorized hours in excess of forty hour week will be assigned to all employees on a rotating basis, first within the specific building and then within that classification for sporting events and graduation, unless special skills are required. Once the extra hours has been assigned, if the person assigned to do the work turns down the extra hours work, the extra hours work can be assigned either to an employee or to a substitute at the discretion of the supervisor.
3. All authorized work hours in excess of eight (8) hours per day that are assigned to maintenance or custodial personnel or mechanics shall be paid at 1-1/2 times their hourly rate.

ARTICLE XIII — CALL BACK PAY AND BUILDING USE

1. Call back time for all employees will be for a minimum of two (2) hours' pay. Pay rate will be at one and one-half (1-1/2) times the employee's regular hourly rate of pay. Time in excess of two (2) hours will be paid at one and one-half (1-1/2) times the employee's regular hourly rate for all hours worked.
2. Any time a building is in use there will be a custodian or other responsible school employee present. When extra work results from the use of a building beyond the normal duties of the custodian, the Operations Supervisor will approve such overtime, if it is necessary in his opinion, to complete the extra work.

ARTICLE XIV — BUILDING CHECKS

1. Any employee required to perform building checks will receive one and a half (1-1/2) hours compensation for such checks.
2. When a custodian is on an approved leave or has requested leave, extra duties are to be offered by seniority in the classification at the job location.

ARTICLE XV — UNIFORM CUSTODIAL WORK DAYS

1. Custodian's duty hours shall all be continuous for eight (8) hours per day except where authorized over time is worked.
2. When a vacancy exists on a custodial shift and a substitute cannot be obtained, a building custodian may be used to fill the shift or a portion of that shift.

ARTICLE XVI — VACATION POLICY

1. Eligibility
 - (a) Employees working eleven (11) months or more shall be entitled to vacation leave after service of one year.
 - (b) An employee is not entitled to vacation leave until after the completion of the first year of service.
 - (c) The annual vacation time accrues at a regular rate throughout the year after service of one year.
 - (d) Employees may be granted vacation prior to his or her anniversary date with the approval of their immediate supervisor and Board Treasurer.

- (e) Vacation leave may not be accumulated from one year to the next.
 - (f) The Madison Board of Education agrees to allow employees to roll vacation days over into sick days on anniversary date. The employee must notify the District Treasurer in writing by their anniversary date of their desire to roll over the vacation days to sick leave. This will not be an automatic roll over.
2. Vacation time is earned only during employment in a position which is eligible for vacation.
 3. Twelve-month and twelve month modified employees may earn vacation leave, excluding legal holidays, according to the following schedule:

| | |
|------------------|-------------|
| 1 thru 5 years | Two weeks |
| 6 thru 14 years | Three weeks |
| 15 thru 19 years | Four weeks |
| 20 or more | Five weeks |
 4. Upon termination of service, an employee is entitled to compensation for the unused vacation as prorated from the last anniversary date to the date of separation prior to the succeeding anniversary.
 5. Eligibility is determined only by the Superintendent or his designee.
 6. Approval
 - (a) Vacation Request Form must be submitted fourteen (14) days in advance to their supervisor.
 - (b) Adequate substitute for position is available.
 - (c) Approval of the department supervisor and administration.
 - (d) If there is more than one (1) secretary at a building, only one (1) secretary and mechanic and no more than 50% of the building may be on vacation at a time. Only one (1) maintenance and mechanic and no more than fifty percent (50%) of custodial employees may be on vacation at the same time.
 7. Any members of the bargaining unit holding a position on January 1, 1987, for which vacation benefits are provided shall not have their vacation benefits reduced because they have received credit for years of service in a position which does not earn vacation credit towards the number of years of service used to determine the amount of vacation to which they are entitled.

ARTICLE XVII — BREAK TIME

1. Employees working in excess of four (4) hours per day may take a fifteen (15) minute break sometime during their work period. Unless approved by the building Principal or designee, employees cannot leave early by not taking their break. During the student school year, all employees in the same classification and in the same building shall not be permitted to take breaks at the same time unless approved by the building Principal or designee.

ARTICLE XVIII — TRANSPORTATION

1. FIELD TRIPS — A curricular or extra-curricular event involving the transportation of nine (9) passengers not including driver.

A field trip shall not be deemed to include the following:

- (a) No more than four (4) trips per school year to regularly scheduled events for which chartered buses may be used.
 - (b) Trips to tournaments held more than fifty road miles from the High School for which chartered buses may be used.
 - (c) Baseball trip involving staying overnight.
 - (d) No athletic team or student club shall be divided to reduce the number of passengers below nine (9).
 - (e) No field trips will be split.
 - (f) For purposes of this section the Board may deem the Halloween Parade, Miss Ohio Parade, Holiday Parade and appearances at the Richland County Fair not to be field trips and need not use school buses for transportation of students to these events.
 - (g) Curricular or Co-curricular activities in which eight or fewer students qualify to participate individually, i.e. Sectional, District, Regional, and State Tournaments.
 - (h) Practices in the immediate Madison area for Golf and Swimming are not to be considered field trips.
 - (i) Choir performances.
2. Any activity, regardless of the number participating or spectating, may be considered a field trip if a Madison Local School Bus is requested for transportation of said students.

Exception: State Key Club convention of three (3) days would consist of minimum two (2) hours down and two (2) hours back to deliver and pick up participants and be awarded as one (1) trip.

- (a) Any transportation of students during an overnight field trip remains the right and responsibility of the driver(s) awarded the trip.

The driver will receive a separate paid room.

3. All extra curricular field trips will be paid according to the salary schedule and when taken during any given pay period will be paid to driver on regular pay day following that pay period. All extra curricular field trips to be shown separate from regular pay. (Field trip rates will increase at the same percentage as wage increases.)
4. All trips taken, by any driver, will be counted as trips to such driver. Special program trips (i.e. Safety Town, Outdoor Education) will count as one trip per day when driven by one driver; but when split between two drivers will be counted as one trip per driver.
5. Extra curricular and field trip driving rate is established at the hourly rate on the salary schedule. Driving time will begin when driver leaves the garage and end when he/she returns, plus 15 minutes to gas and clean the bus. This driving rate will increase at the same percentage as wage increases.
6. All extra trips of less than one (1) hour shall be compensated at the flat rate of \$9.25 effective 8-1-11.
7. Drivers will be assigned by the Supervisor of Transportation or designee (Transportation Secretary only during the absence of Supervisor of Transportation at least two (2) working days prior to the trip whenever possible. (Working days are all days except Saturdays and Sundays and holidays recognized in statute or the Madison School calendar).
8. Mechanics will be placed on field trip rotation list.
9. Bus drivers who quit driving bus on a daily continuous basis due to a shift change or job transfer on their job outside the District will be granted a twelve (12) month "Honorary Withdrawal Leave." The driver on leave who returns within the twelve (12) month period will be placed on the route he/she left, as a full contract driver with seniority bidding rights.
10. Routes will be bid as they open with the most senior employee by seniority winning the bid. In the event of more than one opening at a time, the bidding employee may give first, second, or third choice. When a route is split between drivers, both drivers will make the same stops unless variations are cleared with the bus supervisor. Drivers having split runs will meet together with the bus supervisor within 30 days of the start of school to discuss common concerns on the route with the meeting scheduled by the

drivers at the convenience of the bus supervisor. Split routes, if both come up for bid at the same time, will be bid as one route. Routes shall be bid first within the bus drivers classification. If no employee already in that classification bids on such route, bidding for such route shall be open to all qualified classified employees within the Madison Local Schools.

11. Contract requirements and route retention: A contract driver who holds morning, evening, or kindergarten runs must drive at least one hundred and twenty (120) working days, service credit, to retain a contract except in the case of prolonged illness.
12. All extra trips will be posted for bid at least 72 hours prior to the trip when possible. Drivers will be assigned by the Transportation Supervisor at least 48 hours prior to the trip whenever possible. Extracurricular and field trips shall be awarded to regular contract bus drivers.

Extra trip hours year around shall be awarded equally and recorded on master trip sheets. Hours shall be kept to no more than eight (8) hours' difference. Trips shall be awarded on a seniority basis to those drivers falling within the eight (8) hour limit. Extracurricular and field trips that have not been bid by regular contract bus drivers through the bid procedure shall be assigned by the Transportation Supervisor. Hours will be accumulated starting with the contract year.

When a driver awarded to an extra trip which has been canceled or rescheduled, reports to the garage prior to the departure time of the trip because he/she was not notified of the cancellation or change, the driver will receive \$7.50 after initialing the request on the time card, the payment to cover the inconvenience time.

When a driver who has been awarded an extra trip elects not to take that trip for any reason, that driver will be credited with the amount of hours the trip would have taken and the trip shall be awarded to any available driver.

13. Shift changes: If a bus driver is requested to change his/her primary job shift, the contract driver may go on the substitute "on call" list.
14. Call-In Substitute Bus Driver.

Example: 1st substitute
 2nd mechanic

When a contracted bus driver becomes available to substitute, they will be placed on the roster as an on-call substitute.

15. When a driver holding a contract on just an a.m. or p.m. route substitutes on another route or other end of a route, they will receive the contract salary for both routes or ends of routes, as placed on the salary schedule.

16. Madison Local Schools will pay for bus driver abstracts required by the State of Ohio for all bus drivers.

ARTICLE XIX — EMPLOYEE CHANGING JOB CLASSIFICATION

1. When changing job classifications within the Madison Local School District, employees will be credited with all service credit accumulated.

ARTICLE XX — SECRETARIES

1. Elementary secretaries will work twenty (20) additional days (10-month contract) to the official adopted school year. Additional days requested and approved to work beyond the contract days, will be paid regular rate of pay above the contracted salary.
2. All secretarial work will be assigned by the secretary's immediate supervisor.
3. Secretaries will not be responsible for students assigned to detention room or "in-school suspension" area.
4. It is agreed, beginning December 1, 2009, that the following Secretary III positions only shall become full-time year around (approximately 260 work days a school year) positions:

High School Principal's Secretaries (2 positions)

High School Athletic Director's Secretary/Cashier (1 position)

5. The Board of Education will indemnify and hold harmless any member of the bargaining unit from liability of any nature whatsoever that may arise out of the dispensing of medication, as long as it is done pursuant to Board policy and Ohio law. This obligation will include the provision of legal counsel at no cost to the member to defend any suit or action in which the member is a party defendant arising out of dispensing medication to students as part of his/her employment.

ARTICLE XXI — CUSTODIANS REPORTING OFF WORK

1. In case of absence from work, day custodians must notify the maintenance supervisor in charge before 6:00 a.m. Afternoon and night custodians must call the administration building by noon on the day of absence.

ARTICLE XXII — REPORTING AND PAYING OF OVERTIME PAY

1. Overtime and weekend time sheets must be filed with the business office on the Monday after each payday. Weekend and overtime will be paid every two weeks.

ARTICLE XXIII — CUSTODIAN RESPONSIBILITY FOR ELECTRICAL WORK

1. Custodians will not be required to do electrical work unless said employee can handle such work in such manner as not to harm self or jeopardize any other person's safety and if such employee has proper equipment and material to do the job, with the priority of human safety in mind.

ARTICLE XXIV — CUSTODIAL RESPONSIBILITY IN THE EVENT OF BOMB THREAT

1. Custodians will not be responsible for a building search in the event of a bomb threat. Custodians will be available to the sheriff's department, the fire department, or other agency conducting the search. Consultation will be held outside the building.

ARTICLE XXV — CALAMITY DAYS/DELAY DAYS

1. When school is closed due to weather or other emergencies, notification of the same shall be sent out and disseminated by radio or other means. Employees do not need to report and will be paid at their regular rate of pay.
2. Those employees required to report to work and who do report to work during the closed period will receive time and half.
3. 260 day employees who are asked to report to duty beginning with the calamity day following the maximum excused calamity days shall be paid 1½ (time and one-half) for hours worked. Any remaining hours of the shift not worked will be paid at straight time. Employees working less than two hundred sixty (260) days shall not be paid for working a makeup day.
4. On days when the District is delayed for one to two hours and the District remains open, no additional compensation will be paid beyond the employees regular scheduled hours. If the district is delayed for one or two hours and the district closes, those employees that have reported to work will be paid 1½ pay for those hours worked until dismissed to go home and then those employees will receive straight pay for the remainder of their 8 hours minus hours worked at 1½ pay.
5. On any delay, the delay time shall be part of the employee's paid hours. For any time that exceeds (before or after) their regularly scheduled hours (delay time plus hours worked), the employee shall be paid for additional time worked.

If the district remains open after a delay, bus drivers and bus aides, in addition to the normal route pay, will receive straight time pay for the length of the delay (example — 1 hour delay = 1/2 route pay).

ARTICLE XXVI — LIBRARY TECHNICIANS AND TEACHERS AIDES

1. Library technicians will work seven (7) hours a day for 181 days, including 178 student days and three non-student days to be assigned by the building principal, and be paid for seven holidays.
2. Teachers' aides will work seven (7) hours a day for 181 days, including 178 student days and three non-student days to be assigned by the building principal, and be paid for seven holidays.
3. Library technicians shall not be required to work on teacher in-service day or parent-teacher conference days.
4. Teacher aides that do not work in individual classrooms shall not be required to work on teacher in-service days or parent-teacher conference days.
5. Teacher aides that do work in individual classrooms may be required to work on teacher in-service days or parent-teacher conference days but no more than 188 day contract year.

ARTICLE XXVII — SICK LEAVE

1. Each employee who is employed by the Madison Local Board of Education will be entitled to fifteen (15) days of sick leave, with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. The Madison Local Board of Education shall grant up to 320 days accumulation for sick leave.
2. New employees or returning employees who have exhausted their accumulated sick leave shall be credited, as needed, with up to five (5) days annually.
3. Each employee may use sick leave for absence due to personal illness; pregnancy; injury; exposure to contagious disease which could be communicated to others; and for absence due to illness, injury or death in the employee's immediate family. Illness or injury in immediate family refers to illness of spouse, child, parent, step-parent, grandparent, brother, sister, daughter-in-law, son-in-law, grandchild or a member of the employee's immediate household.
4. Each employee shall be entitled to use up to ten (10) days' sick leave with full pay when a death occurs in his/her immediate family. Additional days may be granted by the superintendent, upon request of the involved employee. Immediate family shall include

spouse, child, parent, grandparent, parent-in-law, son-in-law, daughter-in-law, brother, sister, a member of his/her immediate household, a niece, a nephew, grandchild, aunt, uncle, brother-in-law, sister-in-law, or other person who because of special circumstances has assumed a similar relationship to the staff member.

5. Notification of an employee's intent to use sick leave shall be communicated to the appropriate administrator or designee as established in Board of Education Policy, or in the absence of policy, as prescribed in administrative rules and regulations.
6. Each employee using sick leave shall furnish the Board with written signed statement to justify the use of sick leave.
7. If medical attention has been necessary during the period of sick leave, the employee's statement shall list the name and address of the attending physician and the dates when he was consulted.
8. The Board shall reserve the right to contact the physician for the purpose of verifying the employee's statement within the limits of 2317.01 of the Ohio Revised Code (physician-patient privilege).
9. Sick leave shall not be charged for days on which schools are not in session due to public calamity, disease, epidemic, hazardous weather conditions, damage to school building, or other temporary circumstances due to utility failure rendering the school building unfit for school use.
10. The previously accumulated sick leave of an employee new to the Madison Local School District who has been separated from public service shall be placed to his/her credit upon his/her employment in the Madison Local Schools, provided that such employment takes place within ten years of the date of the last termination from public service. An employee who transfers from another school district or other public agency to the Madison School District shall be credited with the unused balance of his/her accumulation permitted by the Madison Local Board of Education. Employees who shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employment.
11. Use of sick leave for pregnancy:

Employees may use their full accumulation of sick leave or advancement thereof for absence due to disability caused by or attributed to pregnancy, miscarriage, abortion, childbirth, and recovery there from, and for absence due to the aforementioned reasons involving the employee's immediate family residing in the same house, and mother, daughter, or daughter-in-law residing elsewhere. Employees for whom sufficient leave is not available to cover the period of disability due to pregnancy shall be granted unpaid leave of absence for the portion of the period of disability not covered by sick leave.

12. Any classified employee, after being granted approval for a leave of absence (up to one year), shall be eligible to return to his/her former position, or similar position, in the same classification after returning from granted leave of absence.
13. In the event of the absence of any employee due to illness, personal leave, professional leave, etc., a substitute shall be placed in the employee's position for the full time of his/her absence when in the opinion of the administration a substitute is necessary.
14. If sick leave is requested in advance, a medical, dental, or vision excuse is required upon return to work.
15. Sick Day Bank for life threatening or catastrophic incidents. Employees may donate one day per incident. An employee with a life threatening or catastrophic incident may send a written request for the number of days requested to the President of Madison Local #292 for approval. The request must also be approved by the Superintendent of Madison Local Schools, and the Madison Local Board of Education. Approval for use of the sick day bank will be based on a case by case basis.

ARTICLE XXVIII — ASSAULT LEAVE

An employee who is off work due to an assault on the employee in question, which arises out of and is within the scope of his/her employment, shall be paid their regular compensation in accordance with this Article, which shall not be charged against sick leave.

Employees shall be granted assault leave according to the following rules:

1. The physical assault must have occurred during the performance of his/her District responsibilities.
2. Assault leave will initially be granted for all requested absence from duty up to fifteen (15) days.
3. A request for assault leave shall be made on appropriate forms to the Superintendent of Schools; exceptions to this would be where physical limitations would prohibit filling out said form.
4. It shall be the obligation of the supervisor to maintain contact with the assaulted member to determine the duration of time that a substitute will be needed.
5. Any employee who is a witness or has information related to an assault upon an employee is requested to put such information in written form and submit it to the principal.
6. The assault leave can be extended an additional fifteen (15) days. A certificate from a licensed physician, stating the nature of the disability and its duration, will be required

before additional assault leave is allowed. The physician's statement is to be sent or delivered to the Superintendent of Schools. Absence from duty as the result of litigation related to the assault shall be considered as assault leave.

ARTICLE XXIX — TUITION FOR ADULT EDUCATION

1. All full-time employees, as herein defined, who enroll in Madison Adult Education career enhancement/personal interest classes will pay the regular tuition; however, they will be refunded 100% of the tuition as provided below.
2. Tuition will be refunded for one (1) class per session, providing that there are available seats once all regular paying students have registered and the total tuition collected from regular students will cover all expenses. In cases where tuition collected from regular students in a class is insufficient to cover expenses, employees will be notified and given the option to drop with a full refund or continue without a refund.
3. Employees must file an Employee Registration Refund/Credit Request form with the adult education office upon completion of the class. This form must be signed by the employee's supervisor and initialed by the adult education office before the class begins. If the employee successfully completes the course and attends 90% of the class hours, the employee must have the instructor sign the form and then return the form to the Adult Education Office where the refunds will be processed. Additionally, employees who attend the first scheduled class and then decide to drop the class prior to the second scheduled class shall receive a full refund. Those who attend two classes and decide to drop the class prior to the third scheduled class will receive a refund that is prorated on the basis of having attended two (2) classes. Thereafter, no refunds will be processed. All refunds shall be forwarded to the employee within ten (10) days of the request for such a refund.
4. All books, supplies and/or fees must be paid at 100%.
5. Tuition refunds will not apply to courses contracted with outside agencies or career development courses/programs terminating in an industry credential.

ARTICLE XXX — BUS GARAGE EMPLOYEES TRIP RATE

1. Bus garage employees who fill in for regular drivers beyond that employee's regular shift, will receive pay, at their trip rate, on the adopted driving pay schedule, for trips beyond the assigned regular shift in the bus garage.
2. Drivers will be paid trip rate, per session, for recertification.
3. Job Descriptions will be developed for Driver Trainer for internal training and recertification or as otherwise provided by law. Pay rate will be \$11.50 per hour.

**ARTICLE XXXI — MAJOR MEDICAL, HOSPITALIZATION, PRESCRIPTION,
VISION & DENTAL PROGRAM**

INSURANCE PLANS

1. Hospital/Surgical/Major Medical — The Board shall continue to provide hospital/surgical/major medical, dental, prescription, and vision insurance with a carrier licensed by the State of Ohio, for members and their dependents. Members choosing to participate in this Plan will pay as follows:

Family Plan -- 7% of the total premium per month.

Single Plan -- 7% of the total premium per month.

The Board will also provide a section 125a plan for monthly insurance premiums.

2. The deductible for in-network benefits shall be \$250.00/single and \$500.00/family annually with a 90% coinsurance. Coinsurance out-of-pocket maximum shall be \$500.00/single and \$1,000.00 family, including deductible. The deductible for out-of-network benefits shall be \$500.00/single and \$1,000.00 per family annually with a 70% coinsurance. Coinsurance out-of-pocket maximum will be \$1,000.00/single and \$2,000.00/family, including deductible for out of network benefits.
3. The Board will provide a current Prescription Drug Plan with \$10.00 per prescription for generic and \$20.00 per prescription for formulary name brand and \$30.00 for non-formulary for network; and \$30.00 per prescription for generic and \$60.00 per prescription for formulary name brand and \$90.00 for non-formulary for out-of-network.
4. There shall be a \$10.00 office visit copay; then 100% in-network and 70% out-of-network; a \$150.00 emergency room copay; and a 25 visit maximum for chiropractors. Urgent Care visit copayment as established by SuperMed Plus.
5. The Board of Education will pay 100% of the cost of a \$40,000 for full-time employees and a \$20,000 for part-time employees life insurance policy with a double indemnity clause for all full-time employees. All employees shall have a \$5,000 policy for spouses.
6. If both husband and wife are employed by the Board in positions eligible for insurance benefits, the Board will pay 100% of family coverage if one employee carries family coverage and the other employee waives coverage.
7. Dependent coverage will be available to children up to age of nineteen (19) or while a full-time student.
8. Employees will have the opportunity to continue to carry insurance coverage, at group rates and their own expense, in the event of a leave of absence.
9. A committee composed of administrators and OAPSE representatives shall meet to

review the current insurance coverage and explore methods to reduce overall health insurance costs.

9. No change in the provisions of this contract shall occur without the written approval of OAPSE and the Board.
10. Each year, any change in enrollment must be made by September 15th, to become effective October 1st unless a qualifying event defined by State or Federal Law would occur.
11. The Board will pay one-third (1/3) of the cost of Hepatitis B shots for employees not presently scheduled to receive them.

ARTICLE XXXII — PARENT CONFERENCES

1. All classified employees who are requested by their immediate supervisor to participate in a conference with parents after regular working hours will be paid at the regular hourly rate for the time spent in the conference.

ARTICLE XXXIII — SEVERANCE POLICY

1. The Board of Education will grant severance pay to all retiring personnel under the following provisions:
 - (a) Employees must be eligible for retirement according to regulations set forth by the State Teachers' Retirement and/or the State School Employees' Retirement System.
 - (b) The employee must actually retire and must show evidence to the treasurer that retirement payments are being received.
 - (c) The daily rate for calculating severance pay shall be that amount paid per day on the contract in effect at the time of retirement.
 1. To determine the daily rate, the total base salary shall be divided by the number of days required by the current school calendar, or, if the school year is completed, the preceding calendar.
 - (d) The number of days for which payment is made shall be limited to one-fourth (1/4) of the accumulated sick leave up to 290 days for employees hired prior to August 1, 2011 and up to two hundred (200) days for employees hired on or after August 1, 2011.
 - (e) Upon disbursement of severance pay, all sick leave credits will be eliminated from the school's records.

ARTICLE XXXIV — IN-SERVICE MEETINGS

1. Any member of the bargaining unit who is required to attend any mandatory or in-service meeting will be paid at their regular hourly rate.
2. Any bus driver who is required to participate in a drug/alcohol test during a time of the day for which he/she is not being compensated shall be paid as follows:

| <u>TIME REQUIRED</u> | <u>COMPENSATION</u> |
|----------------------|---------------------|
| 30 Min. or less | 1/4 trip rate |
| 31 min. to 60 min. | 1/2 trip rate |
| 61 min. to 90 min. | 3/4 trip rate |
| Over 90 min. | 1 trip rate |

Employees other than bus drivers who are required to participate in a drug/alcohol test during regularly scheduled work hours shall receive no additional compensation. If the participation is required for these employees after regularly scheduled work hours, the employee will be paid at his/her regular hourly rate subject to the overtime requirements of Article XII for time actually spent.

ARTICLE XXXV — REDUCTION OF STAFF & LAY-OFF & RECALL PROCEDURES

1. The Board agrees that it will not hire any independent contractor to perform any services which will result in the loss of employment or reduction in hours to any current member of the bargaining unit for the duration of the contract.
2. The following procedures will govern the reduction of classified employees made necessary because of abolishment of position, decrease in enrollment, return to duty of employees on leave of absence, by reason of suspension (closing) of school or territorial changes affecting the district, or financial reasons.

Lay-offs by inverse seniority within classification as shown on seniority list.

Classifications are as follows:

| | | | |
|-------------------------|------------------------------------|------------------|---------------|
| Bus Aide | Bus Driver | Secretary I | Secretary III |
| Computer Technician | Custodian III | Cafeteria Worker | Cleaning VII |
| Library Technician | Head Mechanic | Custodian IV | Custodian VI |
| Maintenance | Maintenance II | Mechanic | Teacher Aides |
| Special Education aides | Special Education one on one aides | | |

3. The number of employees affected by a reduction will be kept to a minimum by not employing replacement personnel. Insofar as practical, for employees who resign, retire, or otherwise vacate a position.

4. If a position is eliminated, the employee in the eliminated position shall have the right to bump an employee with less seniority in a position previously held by the displaced employee, or bump an employee with less seniority in a position for which the displaced employee is qualified, or bump an employee within the same classification of the displaced employee.
5. If an affected employee is the last on the seniority list in a classification and category when bumped, the employee would be given consideration in filling a vacancy in another classification if qualified.
6. Employment in a lower paying classification and category or one with less hours will automatically place the employee in the salary and hours of the new position. The employee shall be given credit for the years worked in the system as it applies to the salary schedule.
7. In filling subsequent vacancies, employees will be recalled in reverse order of lay-off, provided such employee keeps the Board Office informed of the current mailing address and telephone number.

Employees laid off because of abolishment of a position, lack of work, financial reasons, or closing of a school building shall be reinstated to employment in the same or equivalent position when such position becomes vacant for a period of two (2) years.

8. Persons on lay-off shall be called first for subsequent work, in their classification and category. If they place themselves on the substitute list.
9. Laid off employees have right to recall for two years from day of lay-off before a new employee is hired in their classification or any other classification in which he/she previously worked.

ARTICLE XXXVI — JOB DESCRIPTIONS

1. Job Descriptions will be developed for classified positions in classifications where this has not already been accomplished.
2. No classified employee shall be required to participate in head-lice checks.

ARTICLE XXXVII — EVALUATIONS

1. Any evaluation program would be developed at the direction of the Board. The forms and procedures would include the employee's signature indicating he/she has seen the evaluation but would not mean approval.

ARTICLE XXXVIII — POLICY BOOKS

1. Board policy book is available online.

ARTICLE XXXIX — PERSONNEL FILES

1. The Board shall maintain the official personnel file system in the office of the Executive Secretary for all employees. Said file shall be maintained by the Executive Secretary, who shall be responsible for developing necessary and reasonable rules regarding access to the system, proper placement of materials, and the security of the system. The Executive Secretary shall inform all office employees who may work with this system of all maintenance rules. Further, the Executive Secretary shall make necessary provisions to assure that information is maintained with accuracy, relevance, timeliness, completeness, and in accordance with this Section of the contract and ORC 1347.09 so as to assure fairness in any determination made with respect to a person on the basis of the information.

The purpose of this system is to serve as a repository of personal information that is necessary and relevant to the individual's employment and professional responsibilities.

Access to the personnel file of an individual will be limited to the following: the employee, the Superintendent, or designee, Executive Secretary, the individual member's immediate principal or supervisor, and in case of a transfer, the principal or immediate supervisor for that position, or other persons who are entitled to access in accordance with the law in Ohio in effect on the day access is requested.

If a member of the general public requests information from a particular employee's personnel file, the employee will be notified within two (2) school days after the information is provided of the information that was provided.

The employee shall have access to all personal information contained in the system at all times. There shall not be a charge for access to the system.

Upon request, by the employee, the Executive Secretary shall:

- (a) Inform of the existence of any personal information in the system;
- (b) Permit the employee and his/her attorney to inspect all personal information contained in the system except a confidential law enforcement investigatory record or trial preparation;
- (c) Inform the employee regarding the types of uses made of the information, including the identity of users of the information — a log shall be maintained as part of each individual's file that will indicate the name and date that access was granted to the file;

- (d) Grant the right to be accompanied by a person of his/her choice when examining information contained in the file;
- (e) Upon written approval of the employee, grant access to the employee's attorney or other representative, and;
- (f) Furnish the member with a copy of any information contained in the system.

The employee shall have the right to read all information that is placed in the file prior to the actual placement and shall indicate that the material has been viewed by placing his/her signature and the date on the material. Said material shall be clearly identified as material that is to be placed in the official personnel file system. The signing of the material does not indicate that the member agrees with the content of the document. Further, the member shall have the right to respond, in writing, to any material that is to be placed in the system. Said response shall be attached to and shall become a part of the document that is to be placed in the system. The response shall be included should dispersal of the original document be made. No parent complaints will be placed in the personnel file of an employee unless:

- (a) The allegation is in writing and is signed by the parent;
- (b) A conference was held including the parent, employee and the principal or immediate supervisor;
- (c) The results or findings of the aforementioned conference have been reduced to writing by:
 - 1. the immediate supervisor and
 - 2. the employee and have been attached to the complaint.

No anonymous letters or material will be placed in the system.

The employee shall have the right to dispute accuracy, relevance, completeness, or timeliness of information contained in the system. The Board shall, within a reasonable time, but not later than 30 days, make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete and shall notify the employee of the results of the investigation and of the action that the Board plans to take with respect to the disputed information. The Board shall remove all information from the system that is no longer timely, cannot be verified, or which is found to be inaccurate.

The employee who wishes to dispute any document in their personnel file shall notify the Superintendent or designee in writing and identify the document, which he/she seeks to challenge.

ARTICLE XL — PAY ENVELOPES

- 1. All classified employee checks will be placed in individual pay envelopes. The

procedure will be determined by the Central Administration Office and each building principal.

2. All employees hired after January 1, 2006 must use direct deposit. All other employees will be enrolled in direct deposit beginning January 9, 2008 unless they "opt out" of the direct deposit by giving written notice of such declinment of direct deposit to the Treasurer's office no later than three (3) weeks from Board ratification of this agreement. Employees may sign up for direct deposit at anytime after the "opt out" period, but no employee may "opt out" after the time period mentioned above.

ARTICLE XLI — EMPLOYEE PAY PERIOD

1. All employees will be paid over twenty-six (26) pays, except in school years in which the seven (7) year pay creep occurs. In such school years, beginning with the second pay in June, the pay dates will be moved forward by one day each for five pays.

ARTICLE XLII — SALARY SCHEDULES

1. All employee wages will be increased by two percent (2%) effective July 1, 2013.
2. All employee wages will be increased by two percent (2%) effective July 1, 2014.
3. All custodial positions shall be paid according to Class III. However, all custodians shall remain in their current classifications of III, IV, VI, and VII for purposes of seniority and layoff. All custodians will be regularly scheduled to work at least eight (8) hours and shall receive a thirty (30) minute unpaid lunch.
4. SERS — Pick-Up — Effective January 1, 1984, the Board of Education agrees with local representatives of the Ohio Association of Public Employees to pick-up (assume and pay) contributions to the State Employee Retirement System on behalf of the employees in the bargaining unit on the following terms and conditions:
 - (a) The Board shall pick-up and pay 4%, effective 7-1-08, of the employee's current share of SERS payments, which is 10%. This shall be accomplished without a reduction in the employee's annual compensation.
 - (b) The remaining 6% effective 7-1-08, shall be picked up and paid by the Board by reducing the annual compensation of the employee by an equal amount.
 - (c) The pick-up percentage shall apply uniformly to all members of the bargaining unit.
 - (d) No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of employer pick-up.

- (e) The pick-up shall become effective January 1, 1984, and shall apply to all compensation including supplemental earnings thereafter.
 - (f) For IRS purposes only, annual compensation listed on the W2 form shall be the employee's annual compensation reduced by 6% and any Section 125 contributions.
5. The salary schedules for teacher aides, library technicians and cleaning persons will reflect an additional step effective January 1, 1984.
 6. Effective January 1, 2006, aides will be divided into four categories: teachers' aides, special education aides, special education one on one aides, and bus aides.
 7. Cooks, custodians, maintenance, and mechanics will be provided with a clothing allowance of one hundred ten dollars (\$110.00) effective August 1, 2011 per year to each such employee under contract on October 1st payable by October 30th.

ARTICLE XLIII – EMPLOYEE DISCIPLINE

Employees may be disciplined for violations of this Agreement, Board policies, rules and regulations. Administrators shall investigate alleged violations immediately and shall use a progressive discipline procedure for all offenses.

No employee shall be subject to discipline except for just cause. Based upon the severity of the situation, disciplinary action may warrant deviation from the below procedural order:

1. Oral Reprimand;
2. Written Reprimand;
3. 1-Day Suspension without pay—fringe benefits will be maintained;
4. 3-Day Suspension without pay—fringe benefits will be maintained;
5. 5-Day Suspension without pay—fringe benefits will be maintained;
6. Termination pursuant to R.C. 3319.081 by Board of Education.

The signature of the affected bargaining unit member on the discipline notice shall only indicate acknowledgement and not agreement. The bargaining unit member shall have the right to rebuttal.

Any written record of disciplinary action will be kept in the employee's active personnel file.

ARTICLE XLIV — CONTINUOUS PERFORMANCE PLEDGE

The members of the Association agree that they will neither cause, actively support, nor sponsor any strike, slow down, or other work stoppage during the term of this Agreement. In the event that the members of the Association violate this provision, the Board shall notify the Association by certified mail or telegram that any of the employees covered hereunder are engaged in any

prohibited activity as set forth in this Article. The Association shall immediately order such employee to resume normal work activities and/or return to work.

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

ARTICLE XLV — DURATION OF AGREEMENT

The terms and conditions of this contract shall become effective on August 1, 2013, and shall continue through July 31, 2015.

ARTICLE XLVI — COMPLETE AGREEMENT STATEMENT

This contract constitutes the complete agreement between the parties concerning wages, hours and terms and conditions of employment and all items that have been previously contained in any negotiated agreement between the parties. It constitutes the final and complete understanding of all issues negotiated between the parties. Any matter not expressly contained in this agreement shall be deemed to be a prerogative of the Board of Education and may be resolved by the Board separate from this agreement.

EFFECTS OF CONTRACT

All provisions of the current contract (Expiration date July 31, 2013) that were not made subject of bargaining by either the Board or the Association, shall automatically become part of the successor contract.

PERSONNEL POLICIES AND PRACTICES

The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this contract. Should there be a conflict between this contract and such policy and practice, then the terms of this contract shall prevail.

ARTICLE XLVII — MANAGEMENT RIGHTS CLAUSE

On behalf of itself as the representative of the voters, taxpayers, students and parents of students, the Board reserves unto itself rights not abridged by this Agreement including the following:

1. Direct and supervise employees.
2. Hire or promote employees.
3. Discipline or terminate employees for just cause.
4. Determine the strength of the work force and reduce the work force in accordance with Article XL.
5. Maintain the efficiency of operations in the Madison Local School District and the personnel by which such operations shall be carried out.
6. Exercise any other power given it under the Revised Code of Ohio not inconsistent with this Agreement.
7. Members who die, resign, retire or are terminated or non-renewed need not be replaced.

IN WITNESS WHEREOF, the parties executed this Agreement on the _____ day of _____, 2014.

MADISON LOCAL BOARD
OF EDUCATION PUBLI

LOCAL #292, OHIO ASSOCIATION OF
C SCHOOL EMPLOYEES

By *Keith G. Kugler, Superintendent*

By *Robert Blank, Treasurer*

By *George S. Hammond*

By *Chad Clark*

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