



**AGREEMENT**

**BETWEEN**

13-MED-04-0494  
0108-02  
K30131  
11/12/2013

**THE ALEXANDER LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

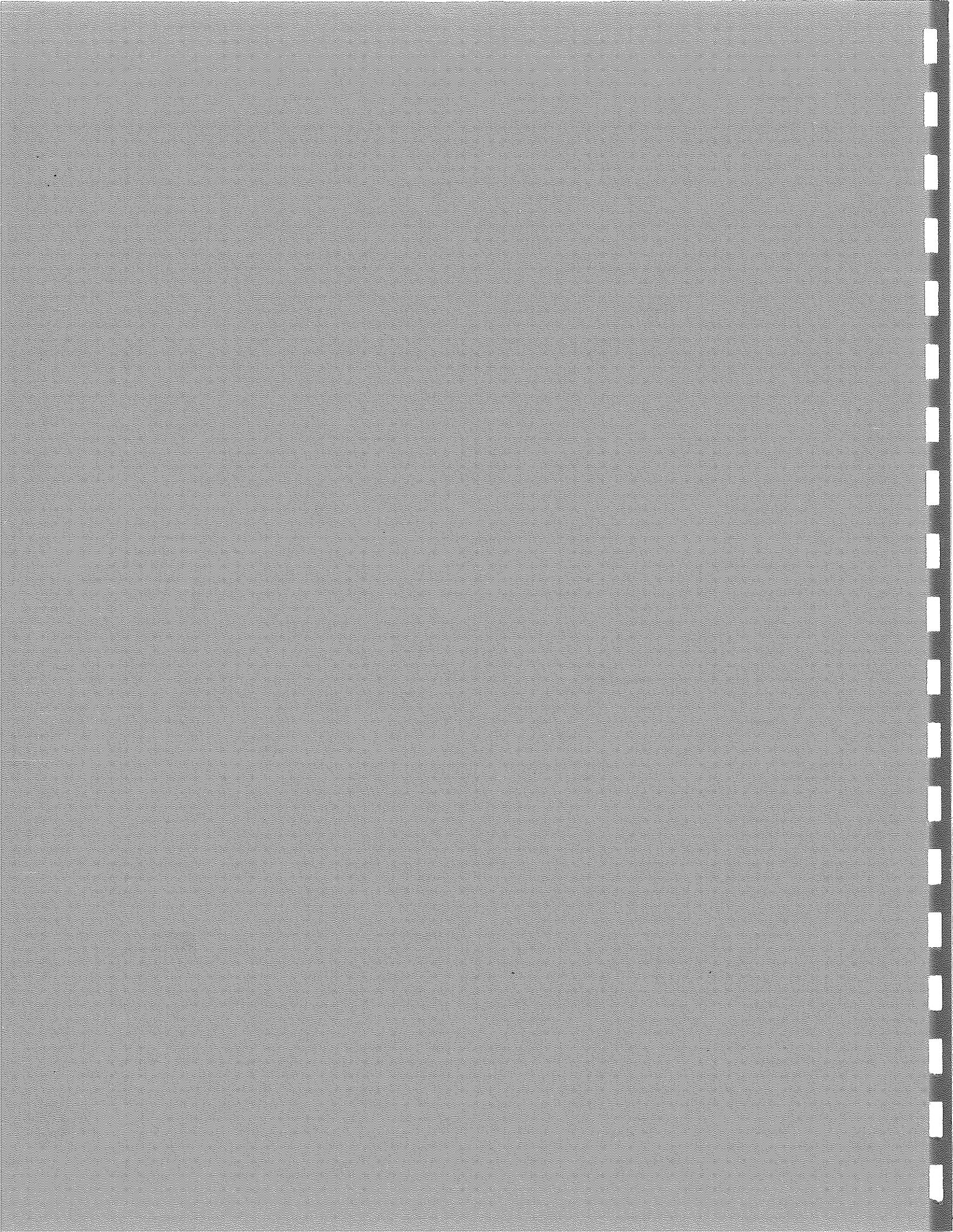
**AND**

**THE OHIO ASSOCIATION OF  
PUBLIC SCHOOL EMPLOYEES  
OAPSE/AFSCME LOCAL 4, AFL/CIO AND ITS  
LOCAL #525**



**OAPSE/AFSCME LOCAL 4, AFL/CIO**

**JULY 1, 2013 - JUNE 30, 2016**

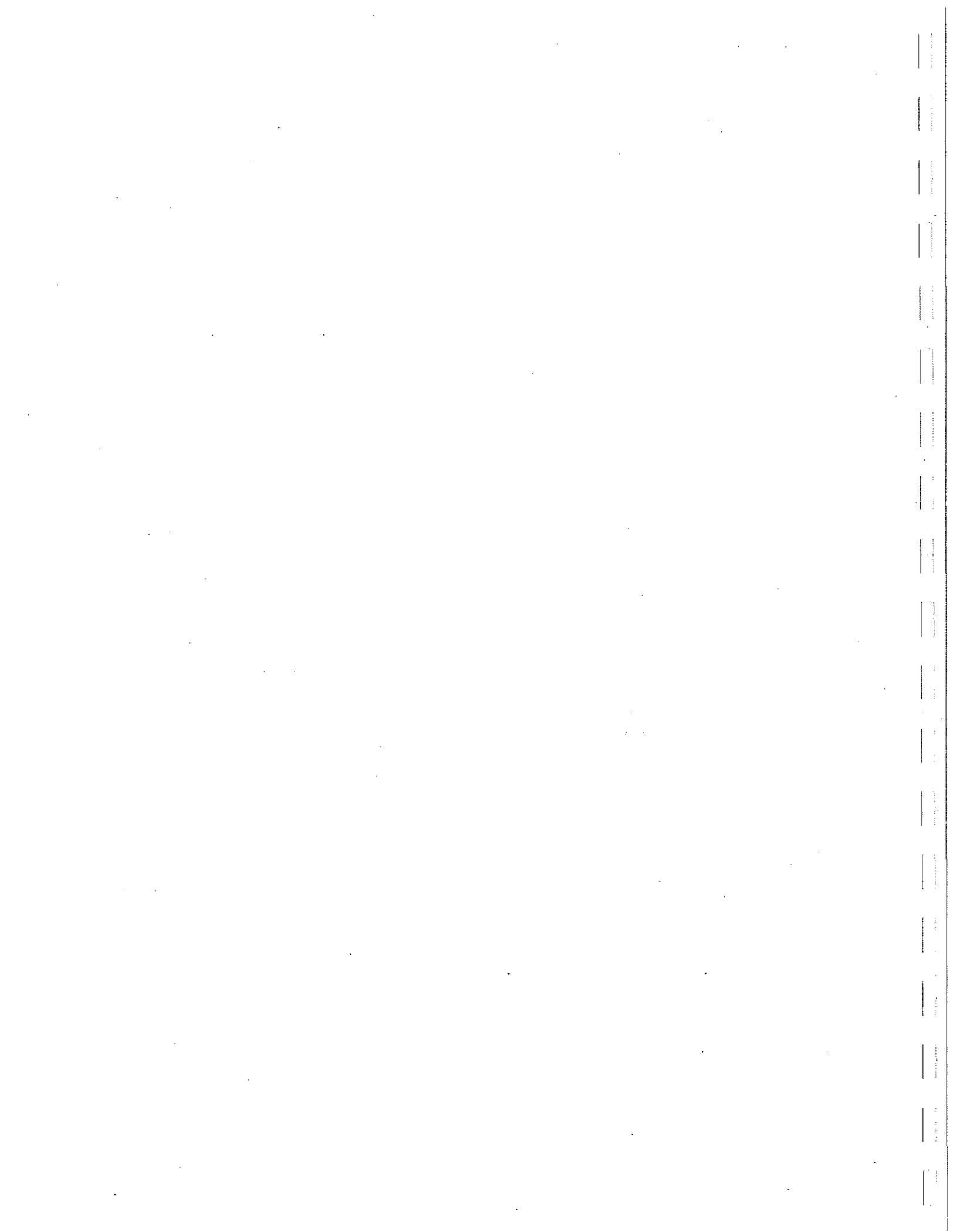


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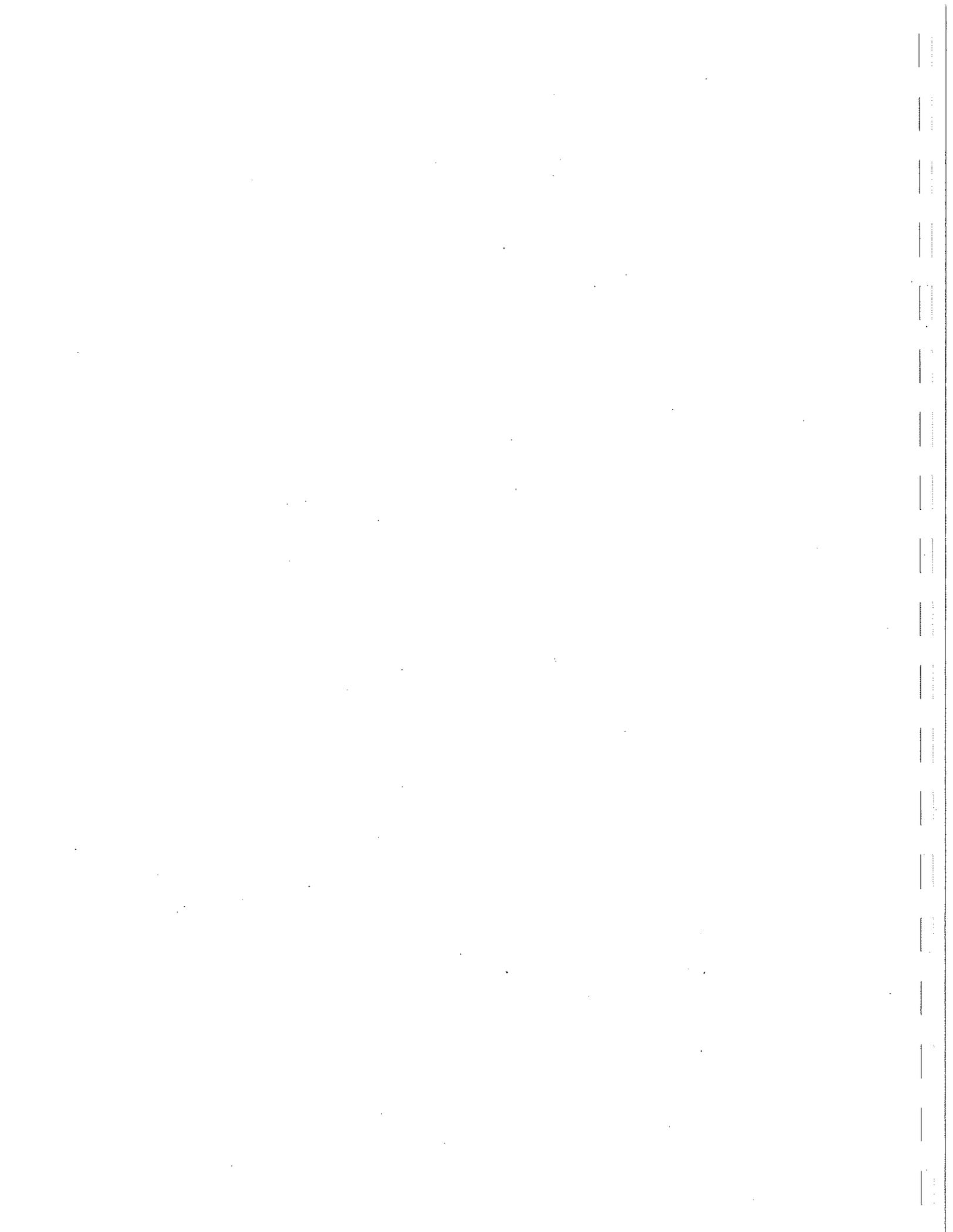
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**ARTICLE 1 - RECOGNITION**

- A. The Alexander Local School District Board of Education recognizes OAPSE/AFSCME Local 4/AFL- CIO and its Local #525 as the sole and exclusive bargaining representative for all full-time and regular part-time non-teaching employees in the following positions:

Cafeteria Assistant	Custodian/Maintenance I	Cook II	Driver
Paraprofessional	Groundskeeper	Cook I	Head Mechanic
Media Center Specialist I		Cashier	
Media Center Specialist II	Maintenance	Head Cashier	Health Aide I
	Mechanic/Maintenance		Health Aide II
Head Custodian Maintenance Groundskeeper	Grounds Maintenance I	Groundskeeper Maintenance II	Custodian Maintenance II

- B. Excluded from the bargaining unit are all employees within the following positions and categories (where appropriate, as defined by ORC Chapter 4117):

Secretarial/Clerical Employees	Treasurer's Office Employees
Substitutes	Seasonal and Casual Employees
Professional Employees	Management Level Employees
Confidential Employees	Supervisors

- C. When new non-certificated positions are created by the Employer or a change in title of a bargaining unit position is made, the recognition status of such positions shall be discussed with the Union within thirty (30) days of establishment of the position. Should the Employer and the Union not agree on the inclusion or exclusion of the new position(s) in the bargaining unit within sixty (60) days of the establishment of the position, the Union may petition the State Employment Relations Board (SERB) for a determination.
- D. Should such positions be determined to be in the bargaining unit, the Employer and the Union shall meet to determine placement on the salary schedule.

## ARTICLE 2 - DEFINITIONS

- A. Agreement — This Negotiated Agreement between the Board and the Union.
- B. Board or Board of Education — The Alexander Local School District acting in its official capacity.
- C. Day — A calendar day, unless otherwise indicated.
- D. District — Alexander Local School District
- E. Employee — A member of the bargaining unit
- F. Employer — Board members, administrators, agents and all others acting on the Board's behalf as directed by the Board of Education.
- G. ORC — The Ohio Revised Code.
- H. Seniority — The length of service with the Employer computed from the first day of work as a regular employee.
- I. Superintendent — Superintendent or designee.
- J. Union — OAPSE/AFSCME, Local #525
- K. Work Day — A week day, except for contractually recognized holidays.
- L. Secondary Job or Route — Any position within a classification, other than an employee's regularly scheduled job, which is obtained through the bid procedure on an annual basis.
- M. Secondary Classification — Any position awarded through the bid procedure with less hours than the employees primary classification.

## ARTICLE 3 - NEGOTIATIONS PROCEDURES

### A. Request for Opening of Negotiations

A request for the opening of negotiations shall be submitted in writing by the Union to the Superintendent or by the Superintendent to the President of the Union on or before ninety (90) calendar days prior to the expiration of the current contract. A mutually convenient meeting date shall be set no later than sixty (60) calendar days prior to the expiration of the current contract, unless both parties agree to a later date, to adopt an agenda listing those issues, which shall be negotiated, and to set dates and procedures for the ensuing meetings.

### B. Negotiations Procedures

The parties shall meet at times and places agreed upon at the prior meeting. All meetings shall be held in private, unless otherwise agreed.

C. Caucus

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

D. Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.

E. Agreement

When an agreement is reached on all items, the outcome shall be reduced to writing. The Employer shall prepare the Tentative Agreement for review. Both parties shall review the Tentative Agreement to determine the accuracy of the document. If the Tentative Agreement is then in proper form, it shall be submitted to the Union for ratification. Upon ratification by the Union, it shall be submitted to the Board of Education for adoption. If adopted by the Board, the Agreement shall be binding on both parties. Said agreement shall be signed by the Board's representatives and by the Union's representatives.

F. Printing and Distribution

After ratification, the agreement will be printed and distributed to each member of the bargaining unit, each administrator, and each member of the Board. The Board and the Union will share the cost of printing and distribution equally.

G. Confidentiality

Until impasse has been declared or the contract has expired, whichever is later, no unilateral press releases or other public disclosure of the content of specific negotiations proposals will be made by either party. Joint press releases may be made at any time.

H. Negotiating Teams

The Board and Union will be represented at negotiations meetings by teams consisting of not more than five (5) persons, including outside representatives. In addition, either party may bring in a consultant to address specific issues. Committee members shall be permitted paid release time if negotiation sessions are scheduled during their work hours.

I. Impasse Procedures

1. If agreement is not reached on matters being negotiated at any time within forty-five (45) calendar days of the expiration date of the Agreement (or any later time), either party may declare impasse and request an impartial mediator be appointed. When

impasse is so declared, a Federal Mediation and Conciliation Services (FMCS) mediator shall be used. If the parties cannot agree on a mediator, FMCS shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the FMCS.

2. The mediator shall have the right to hold meetings with the negotiating parties in seeking to affect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.
3. If agreement still has not been reached within ten (10) calendar days after the expiration date of the existing Agreement, the parties shall be deemed to have reached ultimate impasse, unless extended by mutual agreement. After that time, the Union may exercise its right to strike pursuant to ORC §4117.14(D), and the Board may exercise its right to implement contractual terms.
4. This impasse procedure is the parties' alternative dispute resolution procedure and is intended to supersede and replace the statutory procedures contained in ORC §4117.14(D).

#### ARTICLE 4 - GRIEVANCE PROCEDURE

##### A. DEFINITIONS

Grievance: An alleged violation, misinterpretation, or misapplication of any specific Article or Section of this Agreement.

Grievant: An employee or group of employees alleging a grievance. A grievance alleged by a group of employees shall have arisen out of and be confined to the same circumstances affecting each member of said group.

Day: A workday.

##### B. INFORMAL STEP

Prior to filing a formal written grievance, the grievant shall request a meeting with his/her immediate supervisor for the purpose of attempting to resolve the matter informally. If the grievance is not resolved at the informal meeting, the grievant and the supervisor must sign the relevant portion of the grievance form indicating the date and time the informal meeting occurred.

##### C. WRITTEN GRIEVANCE

The written grievance used in the formal levels of this procedure shall state: 1) the specific contract article and section(s) alleged to be violated, misapplied, or misinterpreted; 2) a complete description of the grievance and the time, place and date it occurred; 3) the relief sought, and 4) the date of submittal. The written grievance must be filed on the appropriate grievance form, a copy of which is attached hereto as Appendix C. Grievance forms are available, upon request, from the Union or the Superintendent's office.

D. RULES

1. Time limits given shall be considered as maximum unless otherwise extended by mutual agreement of the parties involved.
2. Failure to file the written grievance within the time frame specified in Step 1 will result in the grievance being considered waived.
3. Failure of the grievant to proceed within the specified time limits to the next step(s) shall mean the grievance has been resolved by the response stated in the previous step.
4. Failure of the Employer to respond to a grievance within the specified times limits shall enable the grievant to advance the grievance to the next step of the procedure.
5. Nothing contained in this procedure shall be construed as limiting the individual rights of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

E. FORMAL PROCEDURE

Step 1

If the problem is not resolved as a result of the informal discussion, the grievant shall, within ten (10) days of the occurrence which gave rise to the grievance or when the employee reasonably knew of such occurrence, submit the grievance on the appropriate form to his/her immediate supervisor. A meeting shall be mutually arranged between the grievant and the supervisor within ten (10) days after submittal. Within ten (10) days after the meeting, the supervisor shall provide the grievant with a written disposition of the grievance.

Step 2

If the grievant is not satisfied with the disposition at Step 1, he/she shall within ten (10) days of receipt of the supervisor's disposition submit the grievance on the appropriate form to the Superintendent. A meeting shall be mutually arranged within ten (10) days after submittal. Within ten (10) days after the meeting, the Superintendent shall provide the grievant, the Union Grievance chairperson or the Union President with a written disposition of the grievance.

Step 3

If the grievant and the Union are not satisfied with the Superintendent's decision, the Union shall submit the grievance to FMCS grievance mediation within ten (10) days of the receipt of the disposition at Step 2. The parties will attempt to agree on a FMCS mediator. If the parties are unable to agree, the Union will request that FMCS appoint a mediator.

#### Step 4

If the Step 3 mediation does not resolve the grievance, the Union shall file with the superintendent a written appeal to arbitration within ten (10) days after the mediation concludes. Appeals to arbitration shall be solely at the Union's discretion.

The Employer and the Union shall attempt to mutually select an arbitrator within ten (10) days of receipt of the appeal. If the parties cannot mutually agree on an arbitrator, the parties shall submit the grievance to FMCS. An arbitrator shall then be chosen using FMCS procedures.

A decision shall be rendered as soon as possible by the arbitrator and that decision shall be final and binding on the Board and the grievant and the Union. The procedures contained in this Article constitute the sole and exclusive method of redressing grievances arising from this Agreement during the life of this Agreement and any extension thereof.

#### F. POWER OF THE ARBITRATOR

1. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question and his decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement in arriving at his determination. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted for arbitration.
2. The arbitrator, in ruling on issues specifically left to the discretion of the Employer by this Agreement, shall be limited to deciding whether the Employer's judgment and/or actions were arbitrary or capricious.
3. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.
4. In the event that either side challenges the arbitrability of a grievance submitted for arbitration, the parties may mutually agree to require the arbitrator to first consider and rule upon the arbitrability issue before scheduling a hearing on the merits of the grievance. If necessary, the parties may agree to conduct a separate hearing on the arbitrability issue prior to the scheduling of a hearing on the merits of the grievance. In the event an alleged grievance is appealed to an arbitrator and the arbitrator determines that he/she has no authority or power on which to rule, it shall be referred back to the Union and the Board without decision or recommendation on its merits.
5. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited, except upon specific written agreement of the Employer and Union to do so.

6. All arbitrator costs and expenses shall be borne equally by the Employer and the Union. Each party shall bear the cost of its own arbitration case representation.

If either party requests a court reporter, that party shall bear the cost of the reporter, unless the other party requests a copy of the transcript, in which case the cost of the court reporter and transcripts shall be borne equally by both parties.

#### ARTICLE 5 - EMPLOYER RIGHTS

- A. The Employer hereby retains and reserves unto itself, except as limited by the specific and express terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, the right:
  1. to have the exclusive responsibility and authority to manage, control, and direct, in behalf of the public, all the operation and activities of the school district;
  2. to hire all employees and, subject to the provisions of law and the explicit terms of this Agreement, to determine their qualifications and the conditions for their continued employment;
  3. to determine hours of work and duties, responsibilities and assignments of employees with respect to the employees' employment and terms and conditions of such in the District.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the constitution and the laws of the United States.

#### ARTICLE 6 - UNION RIGHTS

##### A. Union Business

The OAPSE Field Representative shall be permitted to appear on work sites during working hours for the purpose of investigating and/or resolving grievances, provided that he/she shall not disrupt or interfere with work performance. Local Union officials may investigate and/or resolve grievances during non-working hours or working hours when necessary.

B. Bulletin Boards

The Union may use designated bulletin board space in every school building to post and remove notices of Union activities and matters of concern. Union representatives shall have access to such bulletin board space and the right to post and remove notices of Union activities. Items may not be posted if the material contained is defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the District. Posting a notice of a legal strike shall not be deemed a violation of this provision.

C. Orientation

The Union shall be permitted time at any in-service orientation session(s) to communicate with employees regarding Union business.

D. Building Use

The Union shall be permitted the use of all building facilities for meetings and/or any event that it may schedule as per Alexander School Board Policy on use of buildings, as approved on 2-18-2003, where regulations are applicable.

**ARTICLE 7 - EMPLOYEE DISCIPLINE AND DISCHARGE**

A. Employees may be demoted, suspended, or discharged from their job for cause, including incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of work rules or personnel policies of the Board or administration, or any other acts of misfeasance, malfeasance, or nonfeasance on the job.

B. Disciplinary Procedure

1. Before imposing a demotion, suspension or discharge on an employee, the Employer shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary actions and to explain his/her behavior. The employee has the right to be accompanied at the conference by a representative. The Employer may impose reasonable rules on the length of the conference and the conduct of the participants. If the Employer determines that the employee's continued employment prior to the conference poses a danger to persons or property or threat of disrupting operations, it may suspend the employee without pay for up to one day pending the conference to determine final disciplinary action. If the conference cannot be held within one (1) day because of the employer's schedule, then the employee may be suspended with pay for additional days pending the conference. If the conference cannot be held within one (1) day because of the employee's schedule, the employer may suspend the employee without pay for additional days pending the conference to determine final disciplinary actions.

2. Ordinarily, the first instance of minor misconduct by an employee shall result in an oral reprimand, which shall be documented. Further misconduct shall result in a written reprimand. Further misconduct shall result in suspension without pay or demotion. Further misconduct thereafter may result in discharge.
3. Rules cannot be listed to cover every situation. Certain offenses are serious enough to warrant immediate discharge or suspension without regard to previous reprimands or discipline. Such serious offenses include, but are not limited to the following:
  - a) theft of or damage to property;
  - b) insubordination, or the uttering of threatening or abusive language toward management personnel, other employees, students, or the public;
  - c) intoxication on the job, working under the influence of a controlled substance, or the sale, possession, or use of any controlled substance;
  - d) falsification of any records, including employment records; and
  - e) fighting.
4. The Superintendent may impose a demotion or suspension without pay for up to 30 days. Only the Board of Education shall discharge an employee. The Employer shall give the Union president and the employee written notice of the decision to demote, suspend, or discharge an employee. Such actions shall be subject to the grievance procedure.
5. The Article supersedes and takes the place of ORC §§3319.081-.083 and shall exclusively govern the discipline and discharge of employees.
6. All records of disciplinary reprimands shall be removed from an employee's personnel file after a period of eighteen (18) consecutive months, upon request of the employee. All records of disciplinary suspensions shall be removed from an employee's personnel file after a period of twenty-four (24) consecutive months, upon the request of the employee.

#### **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

- A. The existence of the negotiated wage schedules does not restrict or limit the Employer's prerogative to increase or reduce the number of positions, or to increase or reduce the number of hours that employees are scheduled to work. Neither this Article nor any other provision of this Agreement shall be construed as a guarantee of hours per day or per week. Should the Employer determine to reduce the number of positions, it shall proceed so under the provisions of Article 10 of this Agreement. When the number of hours that an employee is scheduled to work are reduced more than 30 minutes, then the employee shall have the option to "bump" into the position of any less senior employee within the classification of the employee whose hours are to be reduced or "bump" any less senior employee in another classification provided the employee has credited time in

another classification. Any employee "bumped" as a result of this action shall be given the same option. When the number of hours or time of a position are increased by 60 minutes or more, the position shall be posted for bid in accordance with Article 9 of this Agreement (Vacancies and Bid Procedure).

- B. The shift times (starting and quitting times, as distinct from total work hours) that employees are working as of the beginning of a school year may be changed during a given school year only to meet the operational needs of the Employer, except otherwise set forth in this section. Employees shall receive a minimum of fourteen (14) days written notice of any change in shift, unless otherwise agreed to between the Union and the Employer. Full-time, twelve-month custodians that work afternoon/evening shift hours when school is in session shall convert to morning/afternoon shift hours during the summer months and during the school year whenever there are no students and/or teachers present. This section does not pertain to the calamity day provision of the agreement.
- C. An employee who is called in to work in an emergency at a time s/he is not regularly scheduled to work shall receive a minimum of two (2) hours pay at time and one-half rates.
- D. The Employer necessarily retains the right to require employees to work more than their regularly scheduled hours, including more than forty (40) hours in a work week and/or more than eight (8) hours in a day. However, each employee will be paid at the rate of one and one-half (1 1/2) times his or her regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one work week. Overtime must be authorized in advance by the Employer. The workweek begins 12:01 a.m. on Saturday and ends the following Friday at 12:00 midnight. For employees who work a regular scheduled shift that runs through the midnight hour the work week will begin on Saturday one minute after their regular scheduled shift ends and the workweek will end the following Saturday at the end of their regular scheduled shift. All regular, extra and overtime pay will be based and paid this workweek schedule. All extra and overtime pay will be paid on a lag according to the Substitute and Extra/OT Pay Schedule. A full-time twelve month employee shall be an employee who is regularly scheduled to work forty (40) hours per week. The regular work week for a full-time twelve-month employee shall be for (4) or five (5) consecutive days per week, at the discretion of the employer.
- E. Payment of overtime and/or premium rates shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours. For purposes of computing overtime pay, vacation, personal leave, sick leave and compensatory time taken shall not be treated as hours worked. Holiday pay shall be treated as hours worked for the purposes of computing overtime pay. If the Employer requires an employee to work through lunch, the employee will be paid for lunch. Breaks will be assigned by the supervisor.

- F. All painting and mowing and other seasonal and casual extra work shall be offered to employees through the posting and bidding procedures of this Agreement that apply when employees bid outside their classification. Any employees who can perform the extra work along with their regularly scheduled work without exceeding a total of forty (40) hours per week (i.e., without having to work overtime) shall be eligible to bid on the extra work. The rate of pay for the extra work shall be the rate indicated for summer work on the adopted salary schedules and shall be listed on the posting.
- G. When an employee is absent or anticipated to be absent in excess of twenty (20) working days, the Employer shall post that employee's job duties as a "temporary" position. Only employees working fewer hours within the same classification (short-hour employees) shall be permitted to bid on the temporary position. The temporary position shall then be awarded in accordance with the bid procedures in this Agreement that apply to employees bidding within a classification. When the absent employee returns to work all affected employees will go back to their original positions. If such an absence occurs in the day shift custodian/maintenance classifications, then the temporary position shall be rotated out on a weekly basis among those on second shift beginning with the most senior, with right of refusal.
- H. An employee whose regular scheduled position is less than eight hours per day may be eligible for a secondary position in another classification. The following classifications shall be used in defining secondary positions for the purposes of the bid procedure:
  - a. Paraprofessional
  - b. Cashier
  - c. Cook
  - d. Cafeteria Assistant

The combined hours of the primary and secondary positions may not be regularly scheduled for more than forty (40) hours per week.

All secondary positions shall be offered to current bargaining unit employees first before any new employee applicants.

- I. Nine (9) and ten (10) month custodians shall be called first to work the summer months if it is necessary to have additional staff prior to the use or calling of substitutes.
- J. If overtime work is needed in the cafeteria, cooks will be assigned on a continuing seniority rotation starting with the most senior beginning on July 1 of each year.
- K. Substitute custodians may be brought in to cover overtime. If overtime for full-time custodians is needed, the supervisor will offer it first to the senior custodian that normally works the affected area. If additional custodians are needed, it will be offered from the most senior custodian to the least on the custodial seniority list. Seniority will start on July 1 with the senior custodian and continue on a rotating basis throughout the year.

## ARTICLE 9 - VACANCIES AND BID PROCEDURE

- A. When a vacancy occurs in a bargaining unit position, the Employer shall post a dated notice, within ten (10) working days, indicating the position vacancy, school building or location, hours, rate of pay, number of working days per year, the final date to notify the Superintendent's office, job description and qualifications, on a bulletin board in each school building, the school website and bus garage on the same day for a period of five (5) working days. If a vacancy occurs during the summer, a vacancy notice shall accompany each paycheck in June, July and August to all employees at their home address on file with the Employer. These vacancies shall not be filled until ten (10) days from the postmark. Interested employees may have their applications considered by filing a written application with the Employer within the posting period. Applications filed after the posting period will not be considered. It is understood that the Employer will decide when a vacancy exists and whether to fill a vacancy. When the Employer decides to fill a vacancy, the employee who is awarded the position shall be paid at the rate of pay for the new position within twenty (20) working days after being awarded the position. Nothing in this Article shall restrict the Employer's right to not fill a posted vacancy.
- B. The Employer shall use the following procedures in choosing a person to fill a vacancy:
1. The position will be awarded to qualified employee applicants who are currently working in the same classification as the vacancy. If more than one employee within the classification applies for the vacancy, the most senior applicant will be awarded the position.
  2. If no qualified employee from within the same classification as the vacancy bids for the position, all other applicants for the position will then be considered. Applicants who are currently employed in other classifications will be interviewed for the position, but it is understood that the Employer will select the applicant it deems most qualified based upon applicant's relevant skills, qualifications, experience, and seniority. If the Employer chooses to use a testing procedure, it shall be a uniform test given to all applicants. The applicants shall be given notice that a test will be administered. The Employer has the right to hire someone from outside if the Employer, in its discretion, determines that no current employees have the desired qualifications and experience based upon the approved criteria.
  3. If a vacancy is filled by a current employee from within the same classification, the Employer will fill the resulting vacancy pursuant to the procedures outlined above. However, if that vacancy is filled from within the bargaining unit, the Employer may fill the position previously held by that employee with an outside applicant, without regard to Sections (1) and (2) above.

4. Employees who are awarded positions in a new or different classification shall carry their years of service with the District into the new/different classification for pay and vacation purposes. This means whatever step on the wage schedule they held in one classification is to be carried into their new or different classification.
5. In the event a bus route becomes vacant or a new route is developed, bids will be accepted from all drivers. The route will conditionally go to the senior bidding driver. Should it be necessary, the employer retains and reserves its rights to maintain all buses at the bus garage.

C. Trial Period for Promoted Employees

1. Employees who have been awarded a position in another classification, or a position in the same classification with significantly different duties than their previous position, shall serve a thirty (30) actual workday trial period in the new position. During this trial period the supervisor will schedule a meeting with the employee to discuss and/or evaluate the employee's performance in the new position. Employees who are chosen to fill a vacancy in the same classification shall serve a ten (10) actual workday trial period in the new position. During the trial period, the employee may choose to return to his/her previous position, or the Employer may return the employee to his/her previous position.
2. An opportunity to discuss the return will be provided, upon request, by either party. The reasons for the return to the previous position must be provided and shall not be arbitrary or capricious.

D. An employee on a leave of absence, including Family Medical Leave, may apply for a posted vacancy if the employee is scheduled to return to work on or before the date in which the posted vacancy is to be filled. If the employee on such leave is awarded the position and fails to return to work on his/her scheduled return date, then the employee forfeits the position awarded and the employer will proceed to fill the position with someone else.

E. In the event supplemental contracts are not filled or awarded to certified persons, then qualified employees who apply will be considered for supplemental contracts. All employees working less than seven (7) hours per day shall be offered said supplemental contracts first prior to those working over seven (7) hours per day.

**ARTICLE 10 - REDUCTION IN FORCE**

Whenever it becomes necessary, as determined by the Employer, to reduce the number of non-certificated employees due to lack or projected lack of funds, or work, or abolishment of a position, the Employer shall proceed as follows:

- A. The Employer shall determine the number of employees to be laid off in each affected classification. Job classifications include: Cafeteria Assistant, Custodian/Maintenance I and II, Maintenance, Cashier, Head Cashier, Driver, Groundskeeper, Head Custodian Maintenance Groundskeeper, Groundskeeper/Maintenance I, Grounds/Maintenance II, Health Aide I, Health Aide II, Cook I, Head Mechanic, Mechanic/Maintenance, Media Center Specialist I, Media Center Specialist II, Cook II, Mechanic, Paraprofessionals.
- B. The Employer shall provide affected employees with at least twenty (20) days notice of intended layoff.
- C. The Employer may consider laying off an employee(s) in the classification(s) to be reduced who submits to the Treasurer written notice of his/her willingness to be laid off. The Employer has absolute discretion to lay off or retain any such volunteer(s).
- D. In the absence of a volunteer(s) deemed suitable by the Employer, the Employer shall use the following order of layoff:
  - 1. All temporary, casual, probationary and substitute employees in the affected classification(s) shall be laid off, beginning with last hired and proceeding to first hired.
  - 2. Further reductions shall be made in the inverse order of classification seniority from among employees in the affected classification(s).
- E. The Employer shall permit an employee who is to be laid off as a result of a reduction in force to bump an employee with less seniority in another classification.
  - 1. An employee who is to be laid off may be eligible to bump into a classification in which he/she has been successfully employed by the Employer in the recent past, provided that the employee currently is qualified for the position into which he/she seeks to bump. A displaced employee who bumps into a new classification will be assigned to the appropriate wage step in the new classification.
- F. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If a position opens up in a classification in which an employee(s) on the recall list was employed at the time he/she was laid off, such employee(s) will be recalled in reverse order of layoff.

#### **ARTICLE 11 - PROBATION PERIOD**

- A. All new employees shall serve a one hundred twenty (120) actual working-day probation period. Only days an employee actually spends on the job count towards the 120-day period, i.e., leaves of absence and calamity days, etc. do not count.
- B. During the probation period, an employee may be terminated at any time and for any reason. Any such termination shall not be subject to the grievance procedure of this Agreement or to any other legal challenge.

- C. During the probation period, the employee shall have no seniority rights. Upon successful completion of the probation period, the employee's seniority shall be computed from the original date of hire into a bargaining unit position.
- D. Probationary employees are permitted to bid for vacancies under the bid procedures of this agreement. If a probationary employee is awarded a job in a new classification, however, the employee must serve a full 120 actual working day probation period in the new position. If awarded a job in the same classification, the employee must complete the original probation period. Probationary bus drivers are permitted to bid on all bus trips.

### ARTICLE 12 - EVALUATION

The Employer has the right to evaluate employees on a periodic basis, as it deems necessary. Evaluations shall be completed on a form agreed to by the Union.

### ARTICLE 13 - JOB DESCRIPTIONS

If the Employer determines to change any job descriptions, then a written notice will be given to the Union President and the affected employees thirty (30) days prior to anticipated changes. The employees working under the job description to be changed will be given opportunity to provide input into the anticipated changes, before any changes become effective. Any new job descriptions for any new or existing position shall be reviewed by both Union and Employer within the Labor/Management Committee. It is understood that the Employer has the right to determine the final job description.

### ARTICLE 14 - SICK LEAVE

- A. All employees shall accrue sick leave at the rate of one and one-fourth (1 1/4) work days per month and are entitled to accumulate a maximum of fifteen (15) work days per year. There shall be no limit to the accumulation of sick leave.
- B. Each new employee who has no accumulated sick leave shall be advanced a minimum office (5) days at the beginning of employment. The sick leave shall not be added to, or supplement, the amount that the employee earns on the basis of completed months of service. Employees utilizing the advanced days and terminating employment prior to accruing the advanced days will have said days deducted on a per diem rate at final salary settlement.
- C. An employee can transfer sick leave from previous public employment according to the provisions of the ORC.
- D. Sick leave accumulation shall appear on each employee's pay stub.
- E. Sick leave may be used for absence by an employee for the following reasons or conditions:

1. Personal illness, injury, pregnancy, surgery or exposure to contagious disease.
2. Employees shall be allowed to use sick leave in cases of illness or injury in the employee's immediate family. Immediate family consists of spouse, child, parent, father/mother-in-law, grandchild, and sibling regardless of resident, or any other member of the family unit living in the same household. Employees shall be permitted the use up to five (5) days of sick leave for the adoption of children and/or the birth of a child in the employee's immediate family.
3. Employees shall be allowed to use five (5) work days of sick leave and additional days approved by the Superintendent or designee during any one contract year in the event of the death of a parent, child, spouse, sibling, aunt, uncle, nephew, niece, grandparents, grandchild, father/mother-in-law, daughter/son-in-law, or anyone who has virtually held the position of a parent or child of the employee.
4. An employee shall be allowed to use one (1) work day of sick leave and additional days to be approved by the Superintendent or designee during any one contract year to attend the funeral of relatives not covered by Section 3 above.
5. The District sick leave form will be required to be completed and submitted to the Employer upon return to work. Absence for illness of more than three (3) work days shall require a medical certificate from a physician. If the employer suspects abuse of sick leave, the employer has the right to seek a second opinion at the employer's expense. Should the opinion of the second physician be different, then the employee would have the right to seek a third independent opinion at the employer's expense.
6. The sick leave accumulation of an employee will be converted to hours, and then back to days, when the employee moves to a different position requiring a different number of hours per day. Sick leave may be used in one hour increments.
7. Each employee who has three (3) or less days per year of chargeable absences against sick leave and/or personal leave and/or dock days shall be reimbursed on the following schedule. An employee who has:
  - a. No days of sick leave and/or personal leave used during the school year shall receive Nine Hundred Dollars (\$900.00).

To be eligible, an employee must have been employed for the full school year. Use of sick leave for purposes as defined in Section E.3 and E.4 of this Article shall not be charged as an absence under this provision, provided documentation is presented, if requested.

- F. Employees may transfer up to three (3) days of sick leave in any one year (July 1 — June 30) to any other employee who has exhausted his/her accumulated sick leave as a result of a catastrophic or extended illness or injury and surgery. When transferring sick leave to another employee, the "days" being transferred shall be converted into hours before being credited to the ill or injured employee. A maximum of 120 days sick leave may be transferred for benefit of the ill or injured employee. These days will not act as accumulated sick leave for the employee receiving the sick days nor shall the transferring of sick leave days by an employee deter from the sick leave incentive bonus in Section E.7. Elective surgeries and/or the results of an elective surgery (i.e. illness or injury) shall be excluded from this section. Forms necessary for the transferring of such days are at the District Office.
- G. Employees who are off work due to illness and/or injury who may return to work with restrictions shall be assigned only to duties as to what medical/physical restrictions have been determined by the employee's physician or medical provider for a maximum of twenty (20) work days. If an employee is not fully released (without restrictions) after the twenty (20) work days, then the Employer may request a second opinion, which will be paid by the Employer. If the employee cannot be fully released, then they may use sick leave, dock days, apply for disability or if a vacancy exists in another classification which they can qualify and work with the restrictions, then they may be placed in such vacancy.

**ARTICLE 15 - PERSONAL LEAVE**

- A. Each employee shall be entitled to three (3) days of unrestricted personal leave each year.  
It is the intent of personal leave to give employees extra days they may need for emergencies and personal obligations not covered by other leave.
- B. Personal leave shall be requested on the approved form. Personal leave must be requested at least three (3) work days in advance, unless it is an emergency.
- C. No personal leave shall be granted for the last two (2) weeks of school, or the day before or after a holiday, unless a substitute is available from the appropriate substitute list and the leave is approved by the appropriate supervisor.
- D. The number of employees from each building who can be on personal leave on any one day is limited to the following (to be determined on a first-come, first-serve basis):

PK-6 Aides —1	Custodians/Maintenance —1
7-12 Aides —1	Bus Drivers — 2
Cook I —1	Mechanics —1
Cook II —1	

- E. Employees who do not qualify for the incentive contained in Article 14, Section (7) and who have unused personal leave at the end of the year will have that unused personal-leave converted to sick leave on a one-to-one basis.
- F. An employee may carry up to two (2) unused personal leave days into the following year. Unused personal leave days or any increment not carried over shall be converted to sick leave days. No employee may have more than five (5) personal leave days during any year. Unless the bargaining unit member notifies the Treasurer in writing by June 15<sup>th</sup>, unused personal leave days shall be converted to sick leave. Any member electing to take this option will not be entitled to receive the Attendance Incentive in Article 14, Section E-7.

#### **ARTICLE 16 - ASSAULT LEAVE**

- A. An employee shall be granted assault leave in the event the employee is absent due to physical disability, injury and/or mental disability or emotional stress resulting from an assault, which occurs in the course of Board employment. In no event shall assault leave extend beyond twenty (20) working days.
- B. An application for assault leave shall be on prescribed forms supplied by the Employer and shall be signed by the employee and the licensed physician of the employee or, in the case of mental disability or emotional stress, a licensed psychiatrist or psychologist.
- C. Assault leave granted under this policy by the Superintendent shall not be charged against sick leave.
- D. To qualify for assault leave the employee must file a claim with the Bureau of Worker

Compensation, and provide proof of such filing to the Employer. All medical payments shall be applied for through the Bureaus of Workers Compensation. If Workers Compensation benefits are granted, the amount of these benefits shall be subtracted from the assault leave benefits (per diem rate of pay) paid by the Employer.

#### **ARTICLE 17 - OAPSE BUSINESS LEAVE**

- A. One or more delegates of OAPSE Local No. 525 will be provided up to three (3) total days of paid leave each year to attend the OAPSE Annual Delegate Conference.
- B. One (1) additional day of OAPSE business leave may be used each year by one or more employees to attend the OAPSE Annual Delegate Conference, if the employee is an OAPSE State or District Officer.
- C. Additional days of leave may be used each year by employees who are elected or appointed to serve on State and/or District committees to attend State and/or District committee meetings, if the union reimburses the board in advance for the full per diem pay of the employee(s) using those days and a substitute is available for the employee(s) taking leave when the Employer determines that a substitute is necessary.

- D. At any time, an employee shall be permitted to take up to one year of unpaid leave of absence to assume a paid position with OAPSE, AFSCME or the AFL-CIO. Any vacancies created under this provision shall be filled as per Article 8 Section G. If there should be any retirement credit issue under this provision, the union shall purchase the one year credit time back.

### ARTICLE 18 - FAMILY LEAVE

Notwithstanding anything to the contrary in the provisions of this Agreement, the Employer and employees shall each have all their respective rights and obligations under the Family and Medical Leave Act of 1993, provided that, except as otherwise mandated by that Act, any family leave shall not be in addition to any contractual leave or other leave required by law.

### ARTICLE 19 - UNPAID LEAVES OF ABSENCE

#### A. Long Term

1. An employee, upon written request to the Superintendent, and approval of the Board of Education, may be granted a leave of absence without pay for the purpose of caring for an employee's child or spouse residing within the same household, and shall be granted for employee illness, or employee physical and/or mental disability for up to six (6) months with a physician's statement revealing the necessity for leave and the expected date of return. If the requested leave exceeds six months, the Employer may request a second opinion from a physician selected by the Employer at the Employer's expense. The written request must be submitted at least thirty (30) days prior to the start of the requested leave except in cases of illness of physical and/or mental disability. In cases of illness or physical and/or mental disability, the request shall include a physician's statement revealing the necessity for such leave and the expected date of return. Requests for unpaid leave shall not exceed eighteen (18) months. This provision supersedes the ORC with respect to unpaid leaves of absence.
2. A nine or ten-month employee whose leave of absence expires at the end of a school year must inform the Employer in writing by July 1 of whether or not he/she intends to return to work at the start of the following school year. Failure to notify the Employer of his/her intent may result in the termination of employment, and will allow the Employer to consider the position vacant and to post and fill the vacant position.
3. In the event an employee on long-term leave does not return to duty at the end of a leave, and has not been approved for additional leave, the position held by such employee may be declared vacant and posted and filled.
4. Upon return to active employment, the employee shall be returned to the same or similar assignment.

5. Employees on approved unpaid leaves shall have the right to continue to participate in the group insurance benefits at the employee's expense, subject to the approval of each insurance carrier. Payments for insurance shall be made in advance to the Treasurer on the date established by the Treasurer. Failure to make said payments shall result in the loss of insurance coverage.

B. Short Term

Upon written request to the Employer, an employee may be granted a short-term unpaid leave of absence not to exceed five (5) days for the purpose of handling emergencies in the immediate family. Should extenuating circumstances warrant, the Employer may approve additional days.

**ARTICLE 20 - HOLIDAYS**

- A. Twelve-month employees will be paid their regular per diem rate for the following holidays:

New Year's Day	Thanksgiving
Martin Luther King Day	Day After Thanksgiving
Memorial Day	Christmas Eve
July 4th	Christmas Day
Labor Day	
- B. Nine-month employees will be paid their regular per diem rate for all of the holidays contained in Section A except for the day after Thanksgiving, Christmas Eve and July 4<sup>th</sup>.
- C. An employee will not be compensated for a holiday if the employee is on unpaid leave or is suspended on the employee's last regularly-scheduled work day immediately before, or first regularly-scheduled work day immediately after, the holiday.
- D. In the event a holiday falls on a Saturday, employees will receive a paid day off on the preceding Friday. In the event a holiday falls on a Sunday, employees will receive a paid day off on the following Monday.
- E. Employees who work a contracted holiday shall receive pay for the holiday and their regular rate of pay for the hours worked on the holiday.

ARTICLE 21 - VACATIONS

A. Twelve-month employees shall earn paid vacation time. Vacation time will be credited each paycheck on a pro-rata basis based on the following rate of accumulation:

First 7 years	2 weeks per year
8-14 years	3 weeks per year
15-21 years	4 weeks per year
After 22 years	5 weeks per year

Employees who have four and five weeks earned vacation are restricted to using the one week increase in earned vacation to summer or when school is not in session (i.e. Christmas break).

B. Vacation pay shall be calculated by multiplying the number of vacation days by the number of hours for which the employee is normally scheduled to work and then by the employee's straight-time hourly rate at the time vacation is taken.

C. An employee may carry over to the next calendar year up to the number of vacation days the employee earns in a year plus five (5) days. Any vacation accumulation remaining on December 31<sup>st</sup> in excess of the amount that can be carried over shall be lost.

D. Vacation request for vacation of more than a single day increment should be submitted to the employee's immediate supervisor in writing at least ten (10) work days before the first day of the proposed vacation. The Employer reserves the right to limit the number of employees who may take vacation at any particular time. Vacation may only be taken if approved by the Employer.

E. Vacation time may be taken in single day increments. Request to use such vacation time must be submitted to the employee's immediate supervisor at least five (5) work days in advance of the proposed dates(s).

F. Vacation time will be earned solely on the basis of length of employment with the District.

G. When any employee who works in a nine month position within a particular classification transfers to a twelve month position within a particular classification, they shall have their earned vacation time calculated in the manner below:  
The total years worked in the nine (9) month position shall be converted into months. This figure is divided by 12 to obtain the number of twelve month years worked. The number of years will be used to set the years of service for the earning of vacation time.

For the purposes of recordkeeping, vacation days earned shall be converted into hours. Vacation time may be scheduled by hours.

Employees upon separation of employment shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued to his/her credit for the two years immediately preceding his/her separation and the prorated portion of his/her

earned but unused vacation leave for the current year. In case of the death of an employee such accrued and unused vacation leave and prorated portion for the current year shall be paid in accordance with section 2113.04 of the Revised Code, or to his/her estate.

### **ARTICLE 22 - JURY DUTY/COURT APPEARANCE**

Upon presentation of verification to the Treasurer, employees will be paid their regular rate of pay for time spent on jury duty during regularly scheduled work hours.

Employees who are subpoenaed or requested by the employer to appear in court the employer shall pay the employee's regular rate of pay for all time spent and/or the appropriate overtime rate for such appearances.

### **ARTICLE 23 - CALAMITY DAYS**

- A. For purposes of this Article, "calamity day" shall mean a scheduled school day for pupils in which school is canceled due to weather or condition, which requires the closing or canceling of the District.
- B. Twelve-month employees are required to report to work on all calamity days for a minimum of eight (8) hours, for the first five (5) calamity days and shall receive four (4) hours vacation time per calamity day for a total of two and one half (2.5) days. This vacation time is to be used during non-scheduled school days. After the first five (5) calamity days, there will be no vacation compensation for calamity days worked. Custodians will work day shift on all calamity days, except the two least senior custodians, who will remain on afternoon shift for the first calamity day. There shall be a rotation for each calamity day. (i.e. the second calamity day, the next two least senior custodians will remain on afternoon shift). If an emergency has been declared that prevents employees from traveling on the roads, employees will not be required to report to work until the emergency conditions have expired.
- C. Nine and ten month employees normally will not be required to report to work on a calamity day, although the Employer reserves the right to call them in if necessary and shall be paid time and one-half. If nine and ten month employees are already working when a calamity day is declared, the employee must finalize his/her work and be released by his/her supervisor before going home. After five calamity days, when nine and ten month employees arrive prior to the notification of a calamity day, they shall receive time and one-half pay for all the hours worked prior to notification of a calamity day and being released from work.
- D. Bus drivers on trips who encounter bad weather conditions and are required to remain off roads shall be paid the driver's rate for sitting time for all additional hours on the trip necessitated by the bad weather conditions, except for time spent at overnight accommodations. Should the bus driver have to stay somewhere overnight as a result of the bad weather conditions, the Employer will reimburse the driver for the overnight accommodations upon receipt of an approved requisition form and appropriate supporting documentation by the Treasurer's office. The driver may be required to share a room with other adults on the trip, but will not be required to share a room with students. The

Employer will also reimburse the driver for the meals of the driver at restaurants where the teacher or coach takes the students, if the meal is not covered by the restaurant, upon receipt of an approved requisition form and appropriate supporting documentation by the Treasurer's office.

#### ARTICLE 24 - CLASSIFICATION PAY

If an employee is specifically assigned by an administrator to a different classification with a higher rate of pay for at least one (1) full workday, that employee will receive the higher rate of pay for the time worked in that position.

#### ARTICLE 25 - PAYROLL PRACTICES

- A. Employees shall be paid in accordance with this Agreement, and individual salary notices shall not be necessary. Employees will be paid the hourly rate provided for in the negotiated wage schedule of this Agreement for authorized and assigned work hours.
- B. Employees shall be paid bi-weekly on every other Friday. Employees, except for twelve month employees, shall be paid in equal pays, usually 26 per year but occasionally the calendar will require 27. If a pay day falls on a holiday, employees will be paid on the work day immediately preceding the holiday.
- C. 12-month employees shall be issued a paycheck on each normal payroll date that will reflect all hours worked in a two-week period. The Union and the Employer understand that under this payroll system, there will be a lag between when days are worked and the date on which employees are paid for those days.
- D. Payroll and Union Dues Deductions
  1. Union dues deductions will be made in eighteen (18) consecutive equal installments, starting with the first pay in October. Signed union dues deduction authorizations must be submitted to the Treasurer no later than September 15. Union dues deductions shall be continuous.
    - a. The Union shall submit any new signed union dues deduction authorizations to the District Treasurer no later than September 15<sup>th</sup> of each year. In addition to the authorizations, by September 15<sup>th</sup> of each year the Union shall provide to the Treasurer a list of the names of each employee for whom union dues withholding should be made, and a list of the total amount that should be withheld for each employee.
    - b. New employees starting after September 15<sup>th</sup> of any year may turn in a signed union dues deduction authorization to the Union. The Union shall calculate the total (possibly prorated) amount to be withheld for that

employee, and shall forward that information, along with the signed union dues authorization, to the District Treasurer. The Treasurer will withhold the dues in equal installments over the remaining payrolls in the 18-installment union dues deduction cycle.

- c. If a new employee does not turn in a union dues deduction authorization until after the end of the 18-installment union dues deduction cycle, no dues will be withheld until the start of the new cycle in the following year.
  - d. If an existing employee who previously was not withholding dues does not turn in a dues deduction authorization until after September 15<sup>th</sup> of any year, dues deductions will not begin until the following year.
  - e. The Treasurer's office is not required to compile or provide to the Union any records, which are not already in existence for other purposes.
  - f. The Union shall indemnify and hold the board harmless from any and all claims, demands, or suits, or any other actions arising from the withholding of union dues.
2. Except for unusual circumstances, the Treasurer shall forward state and local union dues deductions to the OAPSE state office within five (5) work days of each pay.
3. Payroll deductions shall be made for any of the following:
- |                     |                                  |
|---------------------|----------------------------------|
| a) Health Insurance | e) United Way                    |
| b) Savings Bonds    | D IRA                            |
| c) Annuities        | g) PEOPLE                        |
| d) Credit Unions    | h) Alexander's Future Foundation |

### ARTICLE 26 - SEVERANCE PAY

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

A. Eligibility

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

- 1. The employee retires from the District pursuant to SERS regulations.
- 2. The employee must, within one hundred twenty (120) days of last day of employment with the District, prove acceptance into the retirement system by having received and cashed his/her first retirement check.

3. The employee must sign for the severance check certifying that the eligibility criteria have been met.

B. Benefit Calculation

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

1. Multiplying the employee's accrued but unused sick leave by one-third (1/3).
2. Multiplying the product times the employee's per diem rate of pay at the time of retirement.
3. The amount of the benefit calculated in steps one and two shall not exceed the value of seventy-two (72) days accrued but unused sick leave. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

- C. An employee who dies and who has five (5) or more year's service in the District shall be eligible for the severance pay. The severance pay shall be paid in a lump sum to the estate within thirty (30) days of death.

- D. An additional sum of Two Thousand Dollars (\$2,000.00) will be paid to any employee who retires after a total of fifteen (15) years service to the District, and who has accumulated a minimum of two hundred (200) days of unused sick leave.

E. Retirement Incentive

The Employer shall pay a retirement bonus to those bargaining unit members who retire from the District in their first year of eligibility based on age and years of service per S.E.R.S. rules. The bonus shall be paid along with severance pay following retirement. The bonus shall be based on the employee's total service in the District and shall be calculated as follows:

<u>Years of Service</u>	<u>Additional Days of Severance</u>
15-19	30 days
20-24	35 days
25+	40 days

**ARTICLE 27 - SERS PICK-UP**

- A. The District shall contribute to the School Employees' Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such employees.

- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary; and , (2) cash salary. An employee's deferred salary shall be equal to that percentage paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pick-up" of SERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
- C. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to SERS shall not be greater than the amount it would have paid for those items had this provision not been in effect.
- D. The Employer shall compute and remit its employer contributions to SERS based upon the total annual salary, including the "pick-up." The Employer shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Employer shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the "pick-up." The Employer shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- E. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
- F. The "pick-up" shall be a uniform percent for all employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

#### ARTICLE 28 - INSURANCE PROGRAM

The Board shall offer employees a health insurance program. The Health Insurance Plan will contain benefits being provided by the Athens County Schools Insurance Consortium or as directed by the State Legislation. Plan benefits will be provided on an annual basis.

The Board will pay 85% and the employees will pay 15% of the premium for medical and prescription drug coverage for the current PPO family plan.

The Board will pay 95% and employees will pay 5% of the premium for medical and prescription drug coverage for the current PPO single plan.

Employees have the option to maintain the previous PPO Plan, but must pay the difference between the plans.

A representative from OAPSE Local 525 may attend and serve on an advisory committee to the Athens County Schools Insurance Consortium.

Employer premium payments for all insurances contained in this Article are based on employees who work at least a seven (7) hour day. Board contributions for all insurances contained in this Article are based on employees who work at least a seven (7) hour day. Board contributions for employees working less than seven hours per day shall be pro-rated based on rates based on the number of hours per day the employee is regularly scheduled to work relative to a seven-hour day. Employees who work less than seven (7) hours per day but who are being treated as full-time for insurance purposes as of July 1, 1997 will continue to be treated as full-time for insurance purposes. Employees with 30 years of service or more whose hours are cut to the pro-ration level of insurance shall continue to receive insurance by the employer at the maximum benefit.

The Board will provide and pay for 100% Dental Insurance for all employees.

The Board will provide and pay for 100% term Life Insurance for all employees as follows:

Term life insurance coverage in the amount of thirty thousand dollars (\$30,000.00), said coverage to include double indemnity for accidental death and dismemberment. The Board shall allow individual employees to purchase additional amounts of life insurance coverage through payroll deductions, providing the number of employees electing to take advantage of this opportunity is adequate to meet the requirements of the insurance company.

The Board has the right to choose the insurance carrier(s) so long as the coverage is comparable to the present coverage. If the State of Ohio should create and adopt a statewide insurance plan for school employees, the District will move to that plan.

#### INSURANCE:

- A. The Board shall contribute \$6.75 per month to the Ohio AFSCME Vision Care Plan for each employee who is covered by this Agreement.
- B. The Board shall contribute \$0.50 per month to the Ohio AFSCME Hearing Aide Plan for each employee who is covered under this Agreement.
- C. The Board shall implement a Section 125 Plan to enable employees to pay for their premium contribution with pre-tax dollars. The set-up fee and annual administrative fee per participant for the Section 125 Plan shall be paid by the Board.

- D. Upon the adoption of the new bus driver pay schedule, which is to be based on five hours per day, driver's premium payment for all insurance pro-ration shall not be affected (i.e. drivers working less than five hours per day shall have pro-ration based on five hours. Drivers working more than five hours per day shall have pro-ration based on those established hours). Pre-school, Tri-County JVS routes and hours worked in secondary positions shall be calculated for insurance pro-rations.

#### **ARTICLE 29 - FIELD TRIPS AND TRANSPORTATION PROCEDURES**

- A. For purposes of this Article, "trips" shall be defined as the transpiration of passengers and/or students in a school bus for purposes other than regularly scheduled routes or secondary routes, as defined in Article 2, to and from school. Trips will be assigned to a District bus driver. If a District bus driver is not available, then the trip may be assigned to a substitute on the substitute list. If no substitute on the substitute list is available, then the trip may be assigned to any other District employees with a CDL.
- B. All trips will be posted on the board in the bus garage on Monday for the following week. All drivers will have an opportunity to sign up for trips through 4:15 p.m. Thursday of that week. It will be the driver's responsibility to check the trip board and sign up for desired trips. Trips will be assigned by 8:30 a.m. on Fridays.
- C. All posted trips will be assigned on a rotation the week prior to the trip. A regular driver or union representative may assist the transportation supervisor when assigning trips. Drivers not having a secondary route/secondary classification shall be awarded trips ahead of those holding secondary routes/secondary classification if the trip and the secondary route/secondary classification time interfere with each other. Drivers holding a secondary route/secondary classification shall be responsible for their secondary route/secondary classification assignment ahead of any trip assignment. If no other driver is awarded a trip, then the driver holding a secondary route/secondary classification shall be awarded the trip based on the trip assignment procedure of this article. Trip assignments will begin with the #1 senior driver and continue through the rotation until all trips are assigned. The rotation will continue to be used for any extra trip assignments. A bus driver shall have the option of working his/her regular daily bus schedule or working a bus trip. The transportation supervisor will try to make arrangements to cover the bus driver's regular route through the use of substitutes or adjustment of trip departure time so as to permit the driver to take the trip. If the transportation supervisor determines no adjustments are possible and a substitute is not available to work the driver's regular daily schedule, then the driver will work his/her daily schedule and the District may use alternative means to transport students/passengers on the trip rather than having to cancel the trip.
- D. The hours for bus drivers during the work week shall be monitored by the supervisor. The supervisor shall approve or disapprove overtime in advance of the overtime hours to be worked. Drivers shall be permitted one overtime trip per week, unless transportation needs require more than one. Failure to approve or disapprove the overtime prior to the hours being worked shall be considered as approved overtime for the affected bus driver.

- E. All trips that are not signed up for by 4:15 p.m. Thursday will be given to a substitute.
- F. There will be no trading of trips after they are assigned.
- G. If a driver cancels driving an assigned trip, that trip will be given to the next available driver that signed up for that trip. If none are available, it will be given to a substitute. If a trip is canceled and not rescheduled, then the trip marker on the board shall not move and the driver will return to the current rotation of scheduled trips. If a trip is rescheduled, the driver assigned stays with that trip.
- H. If a trip comes up unexpectedly in the same week it is to be taken, it will be announced on the bus radio and a time limit will be given to sign up. Any driver can radio in or stop in to sign up for that trip. The current seniority rotation list will determine that trip assignment, regardless of previous assigned trips. The trip board marker will move according to rotation.
- I. Each driver is limited to one paid trip per rotation on the seniority list, excluding trips pertaining to Section G and H of this Article.
- J. The Employer will reimburse drivers for the cost of the initial CDL license fee and CDL license renewal fee. The Employer will also reimburse drivers for the cost of fingerprinting in connection with CDL recertification. In addition, the Employer will pay employees at their regular rate of pay for time spent in the classroom attending pre-service classroom instruction mandated by the State of Ohio in connection with CDL recertification and for time spent in on-board driving mandated by the State of Ohio for recertification. If an employee leaves employment in the District with 365 days after initial date of hire, then the Employer may deduct any amounts paid to the employee under this provision from the employee's pay.
- K. Each bus driver shall receive \$60.00 annually in the month of April for heater hook-up, at home, for the previous (winter) year.
- L. The employer shall reimburse drivers for overnight accommodation on overnight trips upon receipt of an approved requisition form and appropriate supporting documentation by the Treasurer's office. Drivers may be required to share a room with other adults on the trip, but will not be required to share a room with students. The Employer will also reimburse the driver for the meals of the driver at restaurants where the teacher or coach takes the students, if the meal is not covered by the restaurant, upon receipt of an approved requisition form and appropriate supporting documentation by the Treasurer's office.
- M. Drivers who are awarded trips and cancel two trips within a three (3) months period shall be removed from the rotation list and lose bidding rights for ninety (90) days from date of last canceling.

- N. Summer driving (trips) will be assigned to bus drivers on a seniority rotation list. Signup for this list will be posted by May 17th each year. Interested drivers must sign-up by May 31<sup>st</sup> of each year. If a driver wishes to sign-up for these trips after the posting of seniority rotation list during the summer, they will be placed at the bottom of the rotation list.
- O. Activity runs and Kids-On-Campus (so long as Ohio University wants to use District drivers) shall be considered secondary routes and shall be awarded through the bid procedure of the Agreement. If extra driving becomes available on short notice (less than the amount of time required for the posting and bid procedure), then it will be temporarily assigned by the Transportation Supervisor, in accordance with Section H of this Article, until the posting and bidding procedure is completed.
- P. Drivers shall be paid \$13.50 per hour for all hours of a trip.
- Q. Alternative School and Tri County routes will be bid each year. This additional time shall be included as hours worked for insurance benefits. When the route vacant due to the absence of the driver assigned, other regular drivers will be used to substitute for this route. When a Tri-County driver is off the entire day, then a substitute shall be used to run the route.

### **ARTICLE 30 - SALARY SCHEDULES**

The salary schedules for all classifications are contained in Appendix A of this Agreement. (New classification titles will be included with appropriate salary schedules.)

Custodian pay schedule shall be the same as Custodian/Maintenance I

Handicap Drivers: Handicap Route #1 will be paid based on 5.5 hours per day. Handicap Route #2 will be paid based on 6.5 hours per day. Routes transporting student to locations outside the Alexander school district will receive additional 1.5 hours per day.

The Board agrees to enter veterans on the pay scale according to their years of service in the military up to and including five (5) years. Eight (8) months or more of service will be equal to one (1) full year of service.

Bus Driver's shall convert to a daily flat rate of pay. Daily rate of pay shall be calculated for the a.m. and p.m. route time only (based on five hours per day). Extra route time shall be based on an hourly rate according to the salary schedule. Should any regular driver (excluding handicap and preschool) be below or at a loss of daily rate based on the new daily rate schedule, the driver shall receive the higher rate until the driver is at a step on the schedule in which they would be increased.

Employees shall receive the following percentage wage increase:

- Effective July 1, 2013 — 3%
- Effective July 1, 2014 — 2.5%
- Effective July 1, 2015 — 2%

Longevity Pay shall be provided as

5 to 9 years of service	\$350.00
10 to 15 years of service	\$400.00
16 to 20 years of service	\$450.00
21 to 25 years of service	\$500.00
26 and over	\$600.00

Payment shall be made in a lump sum payable on the first regular pay in the month of November.

#### **ARTICLE 31 - DRUG AND ALCOHOL TESTING FOR CDL HOLDERS**

- A. The procedures for conducting drug and alcohol testing are governed by federal law and approved Board policy.
- B. The procedures for handling violations of drug and alcohol testing policy are as follows:

- 1. First Offense

The employer has the option of either:

- a) implementing up to a ten (10) day suspension without pay, which shall not be grievable; or
    - b) implementing termination or suspension without pay of greater than ten (10) days, which would be subject to the grievance procedure.

- 2. Second Offense

- a) the Employer has the right to terminate the employee, and the termination or any lesser discipline imposed is not subject to the grievance procedure or any other contractual challenge.

- 3. Employees who have violated the drug and alcohol testing policy may be moved, at the Employer's option, to a non-safety sensitive position, if available. If the Employer chooses to put the employee in a non-safety sensitive position, the employee will be subject to random drug testing for the first twelve (12) months following his/her placement.

- 4. Employees who have entered or are awaiting entry into an approved treatment program may use sick leave, vacation time, personal days, and/or any approved unpaid leave during that period of time.

Employees shall be compensated for time spent in testing for drug and alcohol under this policy. Compensation shall be a minimum of one-hour up to a maximum of two hours pay at the driver's regular hourly rate of pay.

### **ARTICLE 32 - PHYSICAL EXAMINATIONS**

The Employer may require employees to have a physical examination, conducted by a physician appointed by the Employer, to determine the employee's capability of performing the duties of his/her position. If the Employer requires such an examination, it will pay for it. If the employee wishes to have a second opinion, the Employer and employee shall mutually agree to a second physician to provide an examination. The parties will split the cost of the second examination.

### **ARTICLE 33 - TOBACCO USE**

The Board and the Union recognizes that the use of tobacco products presents a health hazard that can have serious consequences, both for the user and the nonuser. The Board and the Union also recognizes the District's responsibility to help prevent tobacco use for the sake of students' and staff members' health and the well-being of their families.

"Tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, any other smoking product, and spit tobacco, also known as smokeless tobacco, dip, chew, rub, snuff in any form, or papers used to roll cigarettes.

Employees are prohibited from using tobacco products:

1. in any building, facility, or vehicle owned, leased, rented or chartered by the District, or personal vehicles parked on school property or
2. on all school grounds, athletic fields or parking lots.

"No Tobacco" signs are posted throughout the District on all buildings, including the "common use" areas of the academic buildings, administrative spaces and athletic fields. District vehicles will display the international "No Smoking" insignia. Announcements are made during home athletic events, both before and during intermission, as well as at all school functions where it is deemed appropriate. School event programs include a written reminder of the tobacco policy.

Enforcement of this policy is the responsibility of the Superintendent or his/her designee.

## ARTICLE 34 - NO STRIKE/NO LOCKOUT

- A. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in or other curtailment or restriction of the educational process of the Board's operations, including the honoring of any strike activity while on Board time by other employees or by non employees of the board, during the term of this Agreement.
- B. The Board of Education will not lock out employees during the term of this Agreement.

## ARTICLE 35 - CONTRACT ADMINISTRATION

### A. Savings Cause

This Agreement supersedes all previous oral and written agreements or practices between the Employer and the Union and between the Employer and any employee. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

### B. Waiver of Negotiations

During the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to collective bargaining and the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights, which the Union or any employee may charge the Employer with violating in raising a grievance.

### C. Amendments to Agreement

This Article shall not bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate. Amendments to this Agreement shall be in writing and must be signed by an authorized representative of each party.

### D. Severability

In the event any of the provisions of this Agreement shall be declared illegal or repealed, only that provision shall be negotiated to comply with the law and the remainder of the Agreement shall remain in full force and effect.

E. Agreement Supersedes ORC

The parties intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of the ORC in all provisions addressed by this Agreement, even where the ORC is not specifically referenced.

F. No Discrimination

Discrimination is prohibited. No employee shall be favored or discriminated against based on race, sex, religion, national origin, or disability protected under federal law.

**ARTICLE 36 - SENIORITY**

A. Two types of seniority are established and defined as follows:

1. Classification Seniority — The employee's length of continuous service in his/her current classification and computed from the most recent date of entry into that classification. In the event that they re-enter their former classification, if any, employees shall be given credit for the seniority they formerly accrued within that classification. Classification seniority shall not accrue in more than one (1) classification at the same time. If an employee holds two (2) classifications simultaneously, he/she accrues classification seniority in the classification in which he/she works the most hours.
2. District-wide Seniority — The employee's length of continuous services with the Alexander Local School District, computed from the first day of work as a regular employee.
3. Date of Hire — The calendar day when an employee begins actual work as a regular employee.

B. Seniority Lists

The Union shall be provided with a classification seniority list and a separate district-wide seniority list, setting forth, on both lists, each employee's name, years of seniority and effective hiring date. In the event of a tie in seniority, the tie shall be broken by calendar date of birth of the employee, January 1 being most senior. Such seniority list shall be submitted to the Union forty-five (45) working days after the ratification of this Agreement and once each year thereafter. The Union shall also be provided with a list of new hires, and other changes as they occur on a monthly basis.

C. Termination of Seniority: Seniority shall terminate upon the following:

1. Retirement
2. After five continuous years of being on disability retirement as approved by SERS.
3. Termination
4. Resignation

5. Leaving the bargaining unit for a period of ninety-one (91) days or longer to take a non bargaining unit position.

Termination of seniority shall not apply to employees on approved leaves of absence, and seniority shall continue to accumulate for purposes of job bidding and layoff/recall rights during such absence.

- D. In the event an employee who has transferred to a different classification returns to his/her former classification during the twenty (20) working day trial period provided in this Agreement, under Article 9, Section C, the employee shall retain his/her former classification seniority.

### **ARTICLE 37 LABOR - MANAGEMENT COMMITTEE**

- A. The Alexander Local School Board or its designated representative(s) and OAPSE Local#525 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 that exist in the negotiated agreement between the parties. The committee will consist of up to four (4) designated representatives from each party.
- B. The committee will meet on a bi-monthly (every two months) basis, beginning in September of each year. Additional meetings may be scheduled when mutually agreed. This committee shall not be utilized for the purposes of negotiations or the adjustment of grievances. Agendas will be developed prior to each meeting with the issues and concerns of each party presented at the committee meetings. Meetings shall be held outside the workday of the Union representatives attending, on dates and at times mutually agreed upon by both parties. Meetings will last for one hour, unless the parties mutually agree to extend the time in a given instance. Agendas will be prepared by each party, put in writing, and presented to the other party (via the Superintendent and Union President) three (3) workdays prior to each meeting.

### **ARTICLE 38 - AGENCY SHOP**

- A. Each employee covered under this Agreement, except as set forth in Section D below, who fails voluntarily to acquire membership in the Union, shall be required as a condition of employment after the completion of the employee's probationary period provided in this Agreement to pay to the Union an Agency Fee which shall not exceed the dues paid by members of the Union who are covered by this Agreement.
- B. The Employer shall accompany each transmittal of dues and fees to the Treasurer of the Union with a list of those employees from whom agency fees have been deducted.
- C. An Employee may terminate union membership by giving the Treasurer of the Board written notice of withdrawal from membership thirty (30) days prior to the expiration of the Agreement. The Treasurer shall notify the Union of the withdrawal of membership and automatically deduct the agency fee in accordance with this provision.

- D. The two (2) employees who are eligible for retirement under SERS rules as of the effective date of this Agreement and who are not presently Union members shall not be required to pay the Union an Agency Fee.

### **ARTICLE 39 - PARAPROFESSIONALS**

- A. The Employer shall pay the cost for all testing for current bargaining unit paraprofessionals who may be required to take or participate in such testing or assessment requirement established by State or Local government regarding the "No Child Left Behind Act" (Elementary and Secondary Education Act — ESEA) as it pertains to the effective paraprofessionals and funding. This cost paid by the Employer is to cover the first time the paraprofessional decides to participate in the testing or required assessment.
- B. The Employer shall pay the four (4) year renewal fee for certification of all paraprofessionals required to hold such certification.
- C. All paraprofessionals working directly with students shall receive the proper training and necessary supplies when having to be in contact with blood borne pathogens. Proper procedures shall be established when assisting students with soiled clothing (i.e. proper rooms and an appropriate manner when changing the clothing of students). All specialized training required to perform paraprofessional duties shall be provided.
- D. When a paraprofessional is required to perform additional duties due to the absence of a teacher, due to professional development, they shall be compensated with an additional \$0.50 per hour. Notation of such time will be on the appropriate time sheet.

### **ARTICLE 40 - TRAINING AND EDUCATION**

- A. The Employer shall provide any necessary training, education or classes for employees required to perform the duties of their assigned positions and/or classifications may be interested. All the costs related to this shall be paid by the employer and they shall receive their regular rate of pay for all hours of such training if it is scheduled during their normal work hours.

### **ARTICLE 41 - CRIMINAL RECORD CHECK**

- A. All BCI and FBI background checks shall be reimbursed by the Board for current and newly hired employees, under Ohio Law, effective July 1, 2009.
- B. In the event it is necessary for the Board to hire a new employee prior to having received the results of the criminal records check, that employment will be contingent upon subsequent receipt by the Board of those reports.

C. If a criminal records report is inconsistent with the employee's answers to questions on the job application or state law, the employee shall be notified in writing by certified mail or personal service. If the employee does not deny the accuracy of the report within five (5) working days, the Board may exercise its rights under Ohio Law. If the employee denies the accuracy of the BCI and/or FBI reports, the employee shall immediately be placed on administrative leave with pay for a period of up to thirty (30) days. If the Board receives a corrected report which is not inconsistent with the employee's answers on the job application or state law, the employee shall be returned to work and resume his/her contract status. If within the period of such administrative leave the Board does not receive a corrected report, then the Board may exercise their right under Ohio Law.

**ARTICLE 42 - DURATION**

A. This Agreement shall be effective from July 1, 2013 to June 30, 2016 and annually thereafter unless the Employer or the Union has given written notice to the other of its intent to modify this Agreement. Such notice shall be in accordance with the provision set forth in Article 3 of this Agreement.

All issues or concerns relating to the building and facilities during the term of this agreement shall be addressed within the parties established Labor/Management Committees. Memorandum of Understandings may be entered into by the parties to resolve these issues or concerns. Any such MOU will be subject to acceptance by the union's membership and Employer approval.

**ARTICLE 43 - SIGNATURES**

**FOR OAPSE**

[Signature] 6/25/13  
 President Date

Jennifer G. Ennis 6/25/13  
 Vice President Date

[Signature] 6/25/13  
 Team Member Date

[Signature] 6/25/13  
 OAPSE Representative Date

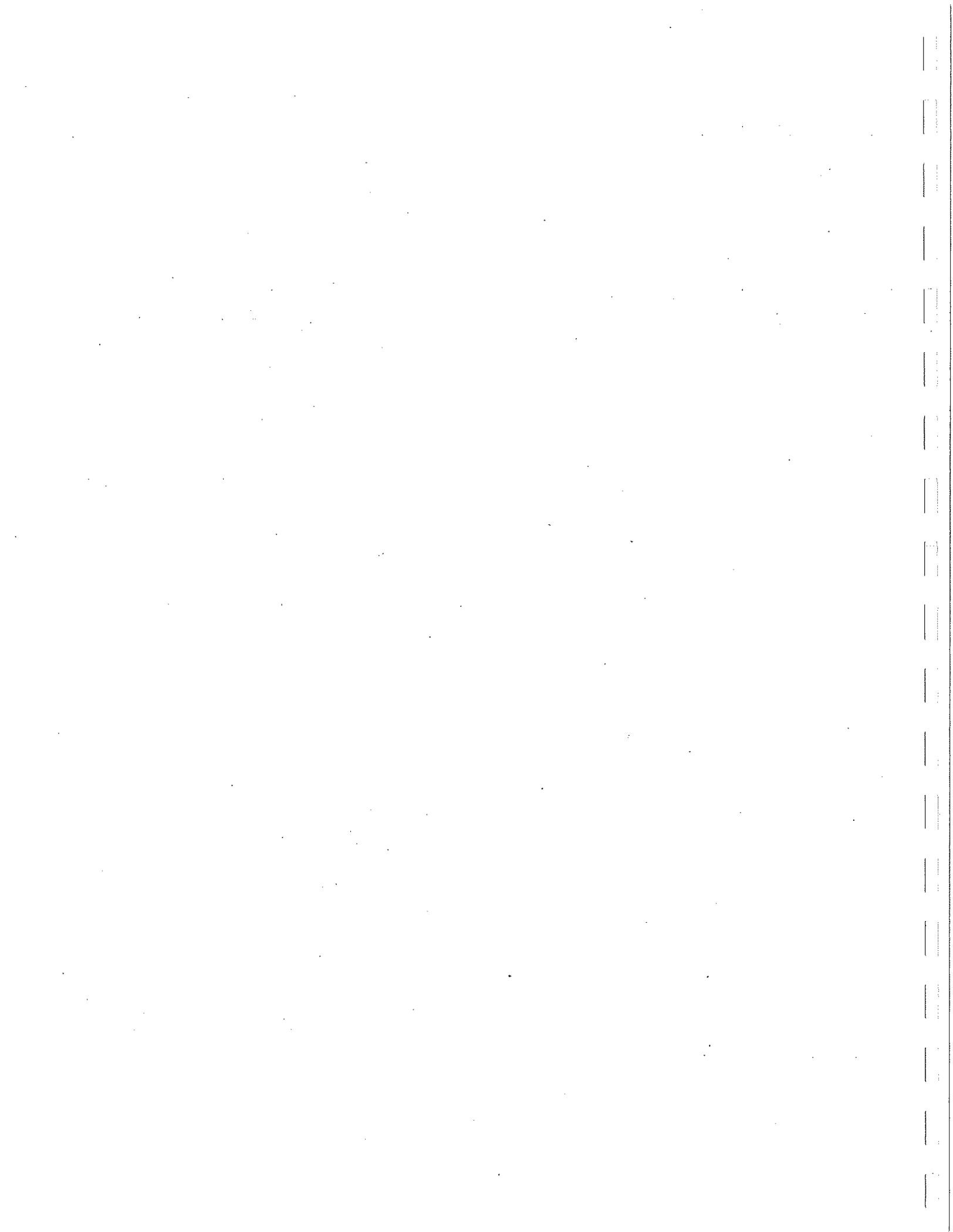
**FOR THE BOARD**

[Signature] 6/25/2013  
 President Date

[Signature] 6/25/13  
 Superintendent Date

[Signature] 6/25/13  
 Treasurer Date

\_\_\_\_\_  
 Board Attorney Date



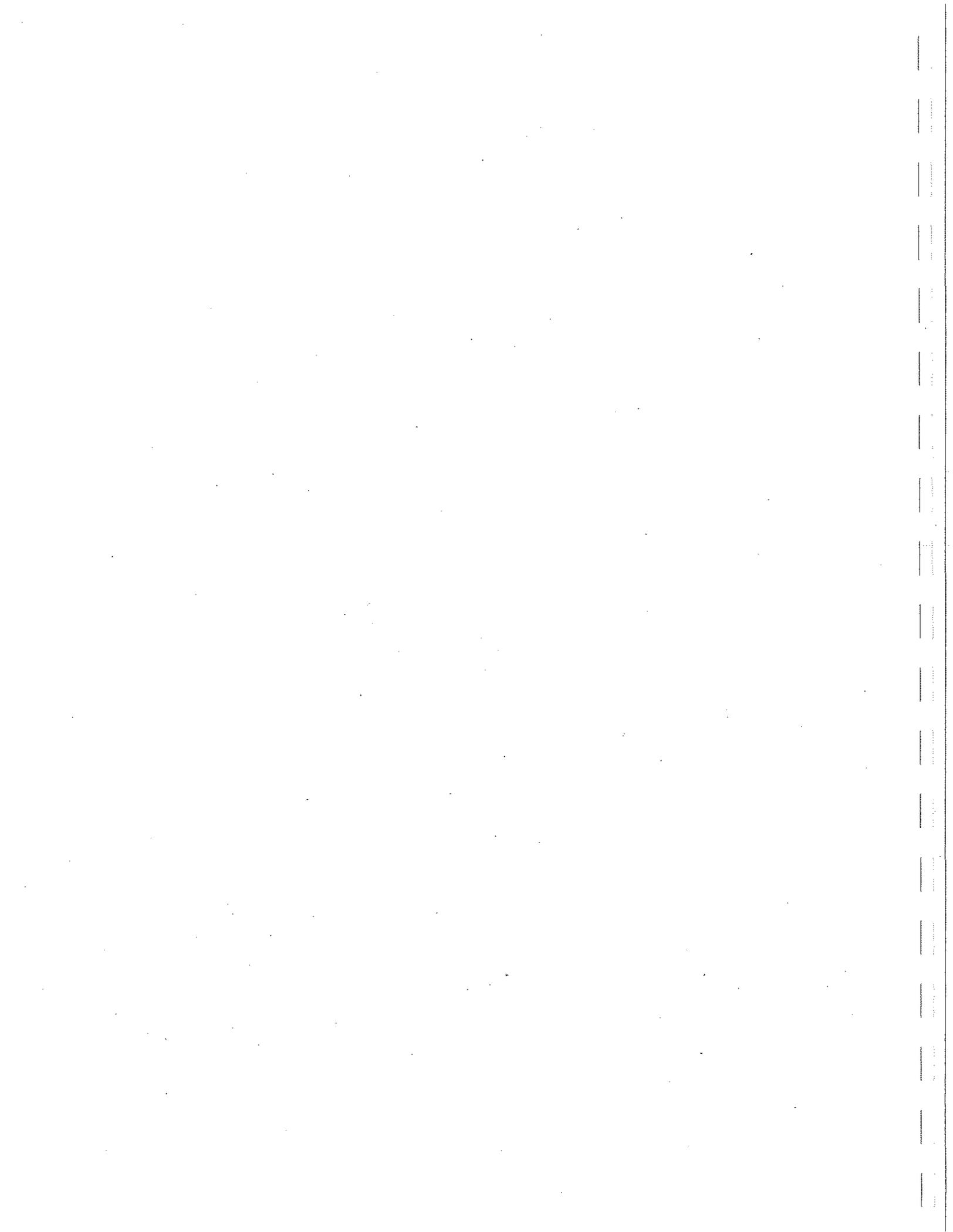
**Alexander Local School District  
OAPSE Non-Teaching Salary Schedule  
2013-14 School Year**

<u>STEP</u>		<u>0-1</u>	<u>2-3</u>	<u>4-5</u>	<u>6-7</u>	<u>8-9</u>	<u>10-11</u>	<u>12-13</u>	<u>14-15</u>	<u>16-17</u>	<u>18-19</u>	<u>20-21</u>	<u>22-23</u>
<u>INDEX</u>		1.00	1.02	1.04	1.06	1.08	1.10	1.12	1.14	1.16	1.18	1.20	1.22
	<u>Work Days/ Holidays</u>												
<b><u>LUNCHROOM:</u></b>													
Cook I	178/6	14.35	14.64	14.92	15.21	15.50	15.78	16.07	16.36	16.64	16.93	17.22	17.51
Cook II	178/6	15.36	15.66	15.97	16.28	16.59	16.89	17.20	17.51	17.82	18.12	18.43	18.74
Head Cashier	178/6	14.87	15.17	15.46	15.76	16.06	16.36	16.65	16.95	17.25	17.55	17.84	18.14
Cashier	178/6	14.35	14.64	14.92	15.21	15.50	15.78	16.07	16.36	16.64	16.93	17.22	17.51
Cafeteria Assistant	178/6	14.35	14.64	14.92	15.21	15.50	15.78	16.07	16.36	16.64	16.93	17.22	17.51
<b><u>AIDES:</u></b>													
Paraprofessional	178/6**	14.35	14.64	14.92	15.21	15.50	15.78	16.07	16.36	16.64	16.93	17.22	17.51
Health Aide I	178/6	14.95	15.24	15.54	15.84	16.14	16.44	16.74	17.04	17.34	17.64	17.93	18.23
Health Aide II	178/6	18.60	18.97	19.34	19.72	20.09	20.46	20.83	21.20	21.58	21.95	22.32	22.69
<b><u>MEDIA CENTER SPECIALIST</u></b>													
Media Center Specialist I	178/6	15.54	15.85	16.16	16.47	16.79	17.10	17.41	17.72	18.03	18.34	18.65	18.96
Media Center Specialist II	178/6	16.69	17.03	17.36	17.69	18.03	18.36	18.69	19.03	19.36	19.70	20.03	20.36
<b><u>CUSTODIAL:</u></b>													
Head Custodial/Maint/Grouds	251/9*	21.63	22.06	22.50	22.93	23.36	23.79	24.23	24.66	25.09	25.52	25.96	26.39
Custodian/Maintenance I	251/9*	16.24	16.56	16.89	17.21	17.54	17.86	18.18	18.51	18.83	19.16	19.48	19.81
Custodian/Maintenance II	251/9*	16.64	16.97	17.30	17.64	17.97	18.30	18.63	18.97	19.30	19.63	19.97	20.30
Maintenance	251/9*	17.15	17.49	17.83	18.18	18.52	18.86	19.21	19.55	19.89	20.23	20.58	20.92
Groundskeeper/Maintenance I	251/9*	17.15	17.49	17.83	18.18	18.52	18.86	19.21	19.55	19.89	20.23	20.58	20.92
Groundskeeper/Maintenance II	215/9*	17.59	17.94	18.30	18.65	19.00	19.35	19.70	20.05	20.41	20.76	21.11	21.46
Groundskeeper	251/9*	13.13	13.40	13.66	13.92	14.19	14.45	14.71	14.97	15.24	15.50	15.76	16.02
<b><u>TRANSPORTATION:</u></b>													
Head Mechanic	251/9*	17.28	17.62	17.97	18.31	18.66	19.01	19.35	19.70	20.04	20.39	20.73	21.08
Mechanic/Maintenance	251/9*	16.98	17.32	17.66	18.00	18.34	18.68	19.02	19.36	19.70	20.04	20.38	20.72
Bus Driver (Reg) Daily	178/6	81.12	82.74	84.36	85.98	87.61	89.23	90.85	92.47	94.10	95.72	97.34	98.96
Handicapped Driver	178/6	16.24	16.56	16.89	17.21	17.54	17.86	18.18	18.51	18.83	19.16	19.48	19.81
Extra Route Time	Hourly	16.24	16.56	16.89	17.21	17.54	17.86	18.18	18.51	18.83	19.16	19.48	19.81
Trip Route	Hourly	***** \$13.50 per hour*****											

\*\*\*Painting/Mowing/Seasonal/Casual Work \$7.85 or Current Minimum Wage

\*Will vary with calendar

\*\*+2 professional development days for beacon paraprofessionals



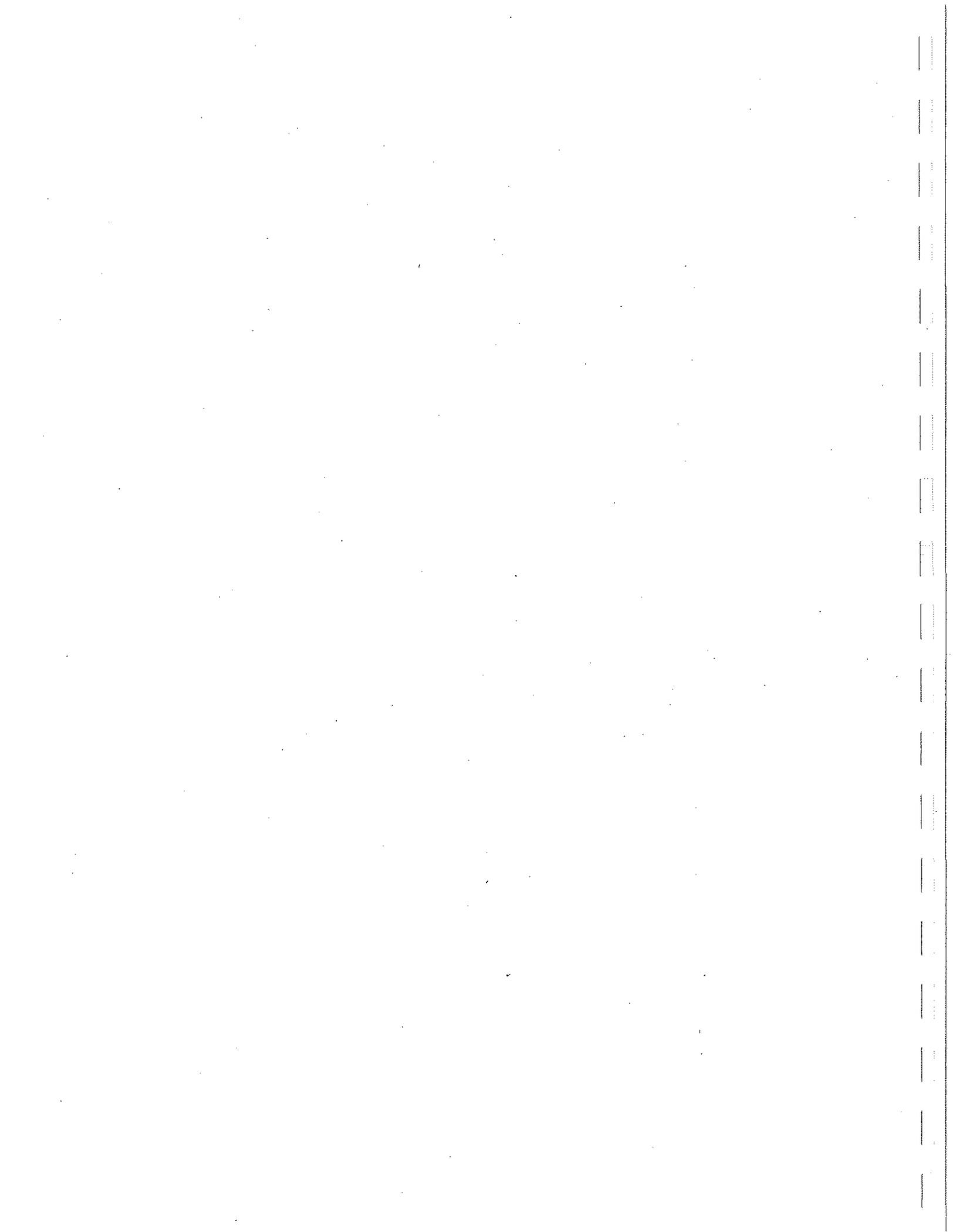
**Alexander Local School District  
OAPSE Non-Teaching Salary Schedule  
2014-15 School Year**

<u>STEP</u>		<u>0-1</u>	<u>2-3</u>	<u>4-5</u>	<u>6-7</u>	<u>8-9</u>	<u>10-11</u>	<u>12-13</u>	<u>14-15</u>	<u>16-17</u>	<u>18-19</u>	<u>20-21</u>	<u>22-23</u>
<u>INDEX</u>		1.00	1.02	1.04	1.06	1.08	1.10	1.12	1.14	1.16	1.18	1.20	1.22
	<u>Work Days/ Holidays</u>												
<b><u>LUNCHROOM:</u></b>													
Cook I	178/6	14.71	15.00	15.30	15.59	15.88	16.18	16.47	16.77	17.06	17.36	17.65	17.94
Cook II	178/6	15.74	16.06	16.37	16.69	17.00	17.32	17.63	17.95	18.26	18.58	18.89	19.20
Head Cashier	178/6	15.24	15.55	15.85	16.16	16.46	16.77	17.07	17.38	17.68	17.98	18.29	18.59
Cashier	178/6	14.71	15.00	15.30	15.59	15.88	16.18	16.47	16.77	17.06	17.36	17.65	17.94
Cafeteria Assistant	178/6	14.71	15.00	15.30	15.59	15.88	16.18	16.47	16.77	17.06	17.36	17.65	17.94
<b><u>AIDES:</u></b>													
Paraprofessional	178/6**	14.71	15.00	15.30	15.59	15.88	16.18	16.47	16.77	17.06	17.36	17.65	17.94
Health Aide I	178/6	15.32	15.63	15.93	16.24	16.54	16.85	17.16	17.46	17.77	18.08	18.38	18.69
Health Aide II	178/6	19.07	19.45	19.83	20.21	20.59	20.97	21.35	21.73	22.12	22.50	22.88	23.26
<b><u>MEDIA CENTER SPECIALIST</u></b>													
Media Center Specialist I	178/6	15.93	16.25	16.57	16.89	17.21	17.52	17.84	18.16	18.48	18.80	19.12	19.44
Media Center Specialist II	178/6	17.11	17.45	17.79	18.14	18.48	18.82	19.16	19.50	19.85	20.19	20.53	20.87
<b><u>CUSTODIAL:</u></b>													
Head Custodial/Maint/Grouds	251/9*	22.17	22.61	23.06	23.50	23.94	24.39	24.83	25.27	25.72	26.16	26.60	27.05
Custodian/Maintenance I	251/9*	16.64	16.98	17.31	17.64	17.97	18.31	18.64	18.97	19.30	19.64	19.97	20.30
Custodian/Maintenance II	251/9*	17.05	17.39	17.74	18.08	18.42	18.76	19.10	19.44	19.78	20.12	20.46	20.81
Maintenance	251/9*	17.58	17.93	18.28	18.63	18.98	19.33	19.69	20.04	20.39	20.74	21.09	21.44
Groundskeeper/Maintenance I	251/9*	17.58	17.93	18.28	18.63	18.98	19.33	19.69	20.04	20.39	20.74	21.09	21.44
Groundskeeper/Maintenance II	215/9*	18.03	18.39	18.75	19.11	19.47	19.84	20.20	20.56	20.92	21.28	21.64	22.00
Groundskeeper	251/9*	13.46	13.73	14.00	14.27	14.54	14.81	15.08	15.35	15.62	15.89	16.16	16.42
<b><u>TRANSPORTATION:</u></b>													
Head Mechanic	251/9*	17.71	18.06	18.42	18.77	19.13	19.48	19.83	20.19	20.54	20.90	21.25	21.61
Mechanic/Maintenance	251/9*	17.41	17.76	18.11	18.45	18.80	19.15	19.50	19.85	20.19	20.54	20.89	21.24
Bus Driver (Reg) Daily	178/6	83.14	84.81	86.47	88.13	89.80	91.46	93.12	94.78	96.45	98.11	99.77	101.44
Handicapped Driver	178/6	16.64	16.98	17.31	17.64	17.97	18.31	18.64	18.97	19.30	19.64	19.97	20.30
Extra Route Time	Hourly	16.64	16.98	17.31	17.64	17.97	18.31	18.64	18.97	19.30	19.64	19.97	20.30
Trip Route	Hourly	***** \$13.50 per hour *****											

\*\*\*Painting/Mowing/Seasonal/Casual Work \$7.85 or Current Minimum Wage

\*Will vary with calendar

\*\*+2 professional development days for beacon paraprofessionals



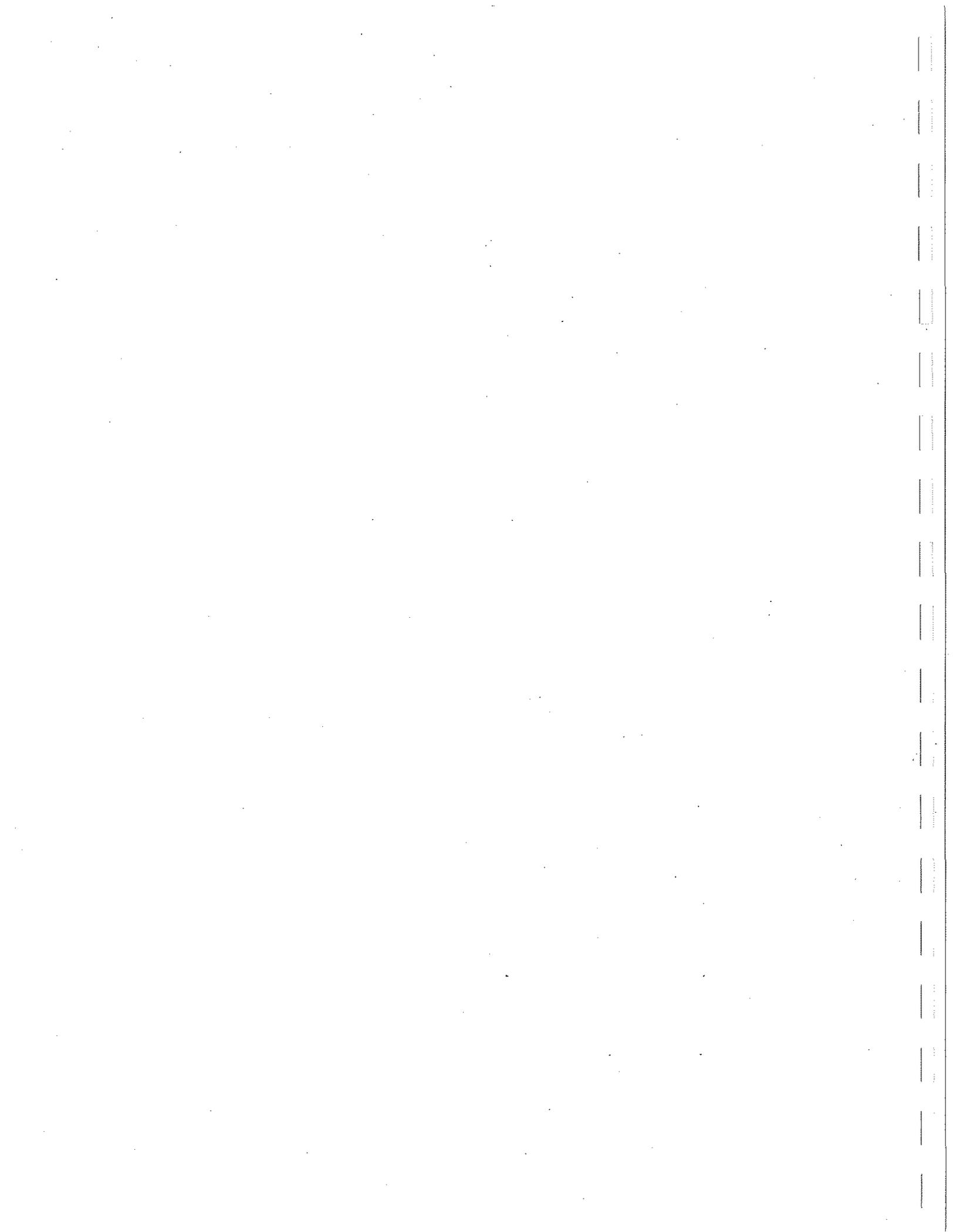
**Alexander Local School District  
OAPSE Non-Teaching Salary Schedule  
2015-16 School Year**

<u>STEP</u>		<u>0-1</u>	<u>2-3</u>	<u>4-5</u>	<u>6-7</u>	<u>8-9</u>	<u>10-11</u>	<u>12-13</u>	<u>14-15</u>	<u>16-17</u>	<u>18-19</u>	<u>20-21</u>	<u>22-23</u>
<u>INDEX</u>		1.00	1.02	1.04	1.06	1.08	1.10	1.12	1.14	1.16	1.18	1.20	1.22
	<u>Work Days/ Holidays</u>												
<b><u>LUNCHROOM:</u></b>													
Cook I	178/6	15.00	15.30	15.60	15.90	16.20	16.50	16.80	17.10	17.40	17.70	18.00	18.30
Cook II	178/6	16.06	16.38	16.70	17.02	17.34	17.66	17.98	18.30	18.63	18.95	19.27	19.59
Head Cashier	178/6	15.55	15.86	16.17	16.48	16.79	17.10	17.41	17.72	18.03	18.34	18.66	18.97
Cashier	178/6	15.00	15.30	15.60	15.90	16.20	16.50	16.80	17.10	17.40	17.70	18.00	18.30
Cafeteria Assistant	178/6	15.00	15.30	15.60	15.90	16.20	16.50	16.80	17.10	17.40	17.70	18.00	18.30
<b><u>AIDES:</u></b>													
Paraprofessional	178/6**	15.00	15.30	15.60	15.90	16.20	16.50	16.80	17.10	17.40	17.70	18.00	18.30
Health Aide I	178/6	15.63	15.94	16.25	16.56	16.88	17.19	17.50	17.81	18.13	18.44	18.75	19.06
Health Aide II	178/6	19.45	19.84	20.22	20.61	21.00	21.39	21.78	22.17	22.56	22.95	23.34	23.73
<b><u>MEDIA CENTER SPECIALIST</u></b>													
Media Center Specialist I	178/6	16.25	16.57	16.90	17.22	17.55	17.87	18.20	18.52	18.85	19.17	19.50	19.82
Media Center Specialist II	178/6	17.45	17.80	18.15	18.50	18.85	19.20	19.55	19.89	20.24	20.59	20.94	21.29
<b><u>CUSTODIAL:</u></b>													
Head Custodial/Maint/Grouds	251/9*	22.61	23.07	23.52	23.97	24.42	24.88	25.33	25.78	26.23	26.68	27.14	27.59
Custodian/Maintenance I	251/9*	16.98	17.31	17.65	17.99	18.33	18.67	19.01	19.35	19.69	20.03	20.37	20.71
Custodian/Maintenance II	251/9*	17.39	17.74	18.09	18.44	18.79	19.13	19.48	19.83	20.18	20.53	20.87	21.22
Maintenance	251/9*	17.93	18.29	18.64	19.00	19.36	19.72	20.08	20.44	20.80	21.15	21.51	21.87
Groundskeeper/Maintenance I	251/9*	17.93	18.29	18.64	19.00	19.36	19.72	20.08	20.44	20.80	21.15	21.51	21.87
Groudskeeper/Maintenance II	215/9*	18.39	18.76	19.13	19.50	19.86	20.23	20.60	20.97	21.34	21.70	22.07	22.44
Groundskeeper	251/9*	13.73	14.01	14.28	14.56	14.83	15.11	15.38	15.65	15.93	16.20	16.48	16.75
<b><u>TRANSPORTATION:</u></b>													
Head Mechanic	251/9*	18.06	18.42	18.79	19.15	19.51	19.87	20.23	20.59	20.95	21.32	21.68	22.04
Mechanic/Maintenance	251/9*	17.76	18.11	18.47	18.82	19.18	19.53	19.89	20.24	20.60	20.95	21.31	21.66
Bus Driver (Reg) Daily	178/6	84.81	86.50	88.20	89.90	91.59	93.29	94.98	96.68	98.38	100.07	101.77	103.46
Handicapped Driver	178/6	16.98	17.31	17.65	17.99	18.33	18.67	19.01	19.35	19.69	20.03	20.37	20.71
Extra Route Time	Hourly	16.98	17.31	17.65	17.99	18.33	18.67	19.01	19.35	19.69	20.03	20.37	20.71
Trip Route	Hourly	***** \$13.50 per hour*****											

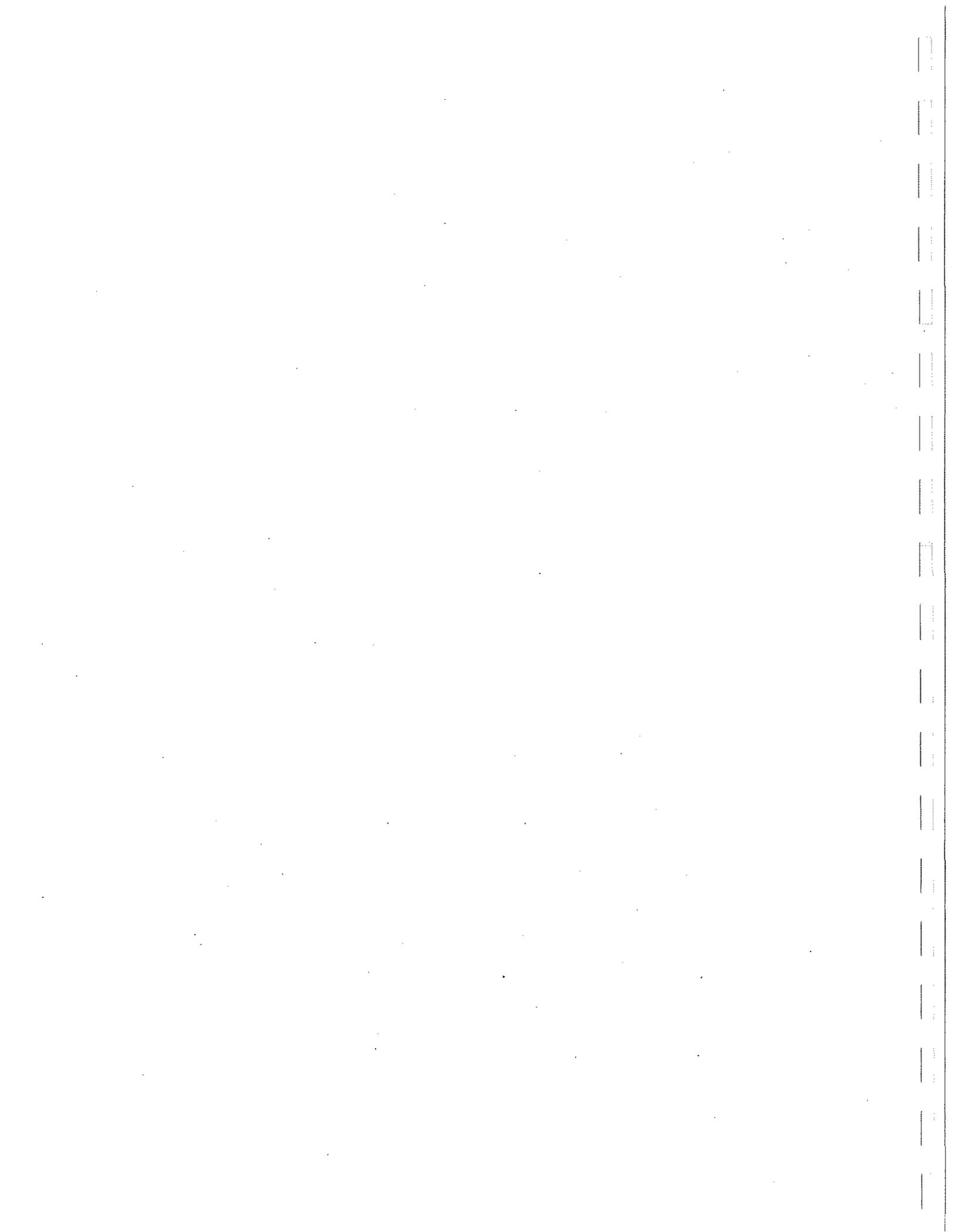
\*\*\*Painting/Mowing/Seasonal/Casual Work \$7.85 or Current Minimum Wage

\*Will vary with calendar

\*\*+2 professional development days for beacon paraprofessionals



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APPENDIX C

JOB PERFORMANCE EVALUATION

Employee \_\_\_\_\_ Evaluation Date \_\_\_\_\_

Position \_\_\_\_\_ Probationary \_\_\_\_\_

Evaluator \_\_\_\_\_ Periodic \_\_\_\_\_

Evaluation Key:

**E** - Excellent

**G** - Good

**S** - Satisfactory

**I** - Improvement Needed

**U** - Unsatisfactory

<u>Job Description/Performance Criteria</u>	<u>Key</u>	<u>Comments (Optional)</u>

\_\_\_\_\_  
Signature of Evaluator                      Date

\_\_\_\_\_  
Signature of Employee                      Date