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**MASTER CONTRACT AGREEMENT**  
  
between the  
  
**ANSONIA BOARD OF EDUCATION**  
  
and the  
  
**ANSONIA LOCAL SUPPORT PERSONNEL**  
  
**July 1, 2013 through June 30, 2016**

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**PREAMBLE AGREEMENT**

This Agreement is entered into between the Ansonia Local School District Board of Education, hereinafter referred to as the Board and the Ansonia Local Support Personnel, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the Association.

The purpose of this agreement is to provide for a better understanding and communications between the Ansonia School Board of Education and the Support Staff of Ansonia schools, and to spell out the responsibilities of both parties.

**ARTICLE 1 – RECOGNITION**

- A. The Board of Education (hereinafter referred to as the “Board”) hereby recognizes the Ansonia Local Support Personnel Association (hereinafter referred to as the “Association”) as the sole and exclusive representative for the bargaining unit.

The bargaining unit shall include all regular full-time and part-time employees in the following classifications:

1. Regular Bus Drivers
2. Food Service Workers
3. Custodians, Assistant Custodians
4. Secretaries
5. Bus Aides
6. Instructional Aides

Employees specifically excluded from the bargaining unit include:

1. Food Service Supervisor
2. Transportation Supervisor
3. Supervisor of Buildings and Grounds
4. Superintendent’s Secretary as a Confidential Employee
5. Treasurer

For the purpose of this Agreement Section 1 shall be considered as a single unit defined as the Bargaining Unit.

The Term employee as used in this agreement shall refer to those persons included in the bargaining unit as defined in this Section.

- B. The scope of bargaining shall include wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of the collection bargaining agreement.

**ARTICLE 2 – ORGANIZATIONAL RIGHTS**

A. Access to Buildings

The ALSP organization may have access to the school facilities for organizational meetings based on the following guidelines:

1. Request is made on the proper form and approved by the respective building principal and superintendent in accordance with the Board Policy #1060.
2. No charge will be made for use of the facilities for organizational meetings. The ALSP members agree to return the room or facility used to the condition in which it was found.

B. Use of Board Equipment

1. The ALSP organization may request use of board owned equipment such as computers, A.V. equipment, tape recorders, cd's, other audio equipment and other technologies that may be introduced. Such equipment may be requested from the Superintendent of Schools by the ALSP President. Generally, no charge will be made for use of board- owned equipment as described above.
2. Use of copiers and printers may be authorized by requesting such through the Superintendent of Schools. Use of the Xerox or photocopying equipment will be at a cost of 5 cents per copy for 8 1/2 X 11" copies and 10 cents per copy for 8 1/2 X 14" or 11 X 17" copies.

C. Labor Relations Consultant (LRC) Visitation:

1. Duly authorized representative(s) of the Organization's affiliate will be permitted visitation for official business according to the following:
  - a) The designated representatives have submitted in writing to the Superintendent their intention to represent the ALSP.
  - b) The LRC shall check in with the respective building principal by signing in and signing out.
  - c) Visitation may be made during the ALSP member's duty-free lunch or break period only, or before and after scheduled work time.
  - d) The interruption of a staff member who is in process of fulfilling his/her duties shall be strictly prohibited.
2. Three total days per year with pay for the bargaining unit will be granted for use by ALSP officers who attend union-sponsored activities during work hours

**ARTICLE 3 – RIGHTS OF INDIVIDUALS**

- A. The Board will not discriminate against any employee with regard to race, color, creed, national origin, sex, marital status, age, disability, or membership or non-membership in any employee organization.
- B. No action to coerce or censure or penalize any negotiating participant shall be made or implied.
- C. No anonymous letter or report should be the basis for any evaluation or entry in the employee's personnel file.
- D. Any valid complaint by a parent of a student, directed toward an employee, shall be promptly called to the employee's attention by the principal and/or supervisor

**ARTICLE 4 – MANAGEMENT RIGHTS**

Except as specifically abridged, delegated, granted, or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the administration, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and the constitution of the State of Ohio, including but not limited to management's right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate staff, maintain and improve the efficiency and effectiveness of school operations, determine the methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote or discharge for just cause, layoff, transfer, promote or retain staff; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district. The exercise of any of the foregoing management rights requires neither prior negotiation with nor agreement of the Association.

**ARTICLE 5 – NEGOTIATIONS PROCEDURES**

A. INTENT TO NEGOTIATE

Ninety (90) days prior to the expiration of the agreement, the President of the Association shall notify the Board of Education or their designated representative, in writing, of the intent to open negotiations.

B. NEGOTIATING TEAMS

- 1. The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed five (5) each.

2. While no final Agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams.

C. NEGOTIATING MEETINGS

1. Upon written request for negotiation meeting, both parties will establish a mutually agreeable site, date, and time for the meeting.
2. Once the meeting date, time, and place have been established by both parties, the following procedure will be followed: complete written proposals for negotiations will be exchanged between the Board's representatives and the Association's representatives at the initial meeting. Subsequent meetings will be held to negotiate the proposals until a tentative agreement is reached on the proposals.
3. Each negotiation meeting will be held in closed session with only the negotiating team present. Up to two (2) observers or Consultants in addition to the assigned Labor Relations Consultant will be permitted for each team, upon agreement of both parties.

D. EXCHANGE OF INFORMATION

The Board shall furnish the Association, and the Association shall furnish the Board, upon request, all available information pertinent to the issues under negotiations such as, financial condition of the district by the Board or comparable wages and conditions by the Association.

E. CAUCUS

Upon the request of either party, the negotiating meeting shall be recessed to permit the requesting party a caucus. The Chairman of either group may caucus his group for independent discussion at any time. Caucuses will be no longer than thirty (30) minutes.

F. AGREEMENT

1. When an agreement is reached on those matters being negotiated, the tentative agreement of the parties shall be reduced to writing and submitted to the Association for ratification. Within twenty (20) calendar days from the time the Agreement, ratified by the Association, is presented to the Board, the Board will take action upon the recommendation submitted.
2. When approved by the Board, the Agreement shall be signed by both parties and ratification shall become a part of the official minutes of the Board.

3. All negotiated benefits shall be implemented by the parties and become effective as agreed to between the parties, but under no event shall any benefits lapse during the course of negotiations.
4. Upon final approval by both the Association and the Board, two (2) copies of the total agreement shall be signed by the President of the Board and the President of the Association. Both parties shall retain a signed copy of the final agreement which shall be binding on both parties.
5. The Board and Association shall be responsible for the distribution of the final agreement to union and non-union personnel and Board members.
6. All items in the current contract which are not changed or deleted during negotiations are to become a part of the successor contract.

G. IMPASSE PROCEDURE

1. In the event agreement is not reached after sixty (60) days from the filing of the Notice to Negotiate, either party shall have the right to request assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS), and such request shall be deemed a joint request. In the event the services of a mediator are called upon, the mediation process shall last for a maximum of thirty (30) days unless mutually agreed otherwise.
2. Should the mediation process not produce agreement within thirty (30) days, the parties shall request the appointment of an arbitrator through the American Arbitration Association. The parties shall select an arbitrator according to the American Arbitration Association's Voluntary Rules.
3. The arbitrator shall have the authority to hold hearings and to confer with the parties or their representatives in any manner he/she deems appropriate. The arbitrator shall transmit his/her written findings of fact and recommendations on the unresolved items at the earliest possible time to the negotiations teams. It is agreed by the parties that the recommendation of the arbitrator is not binding on either party except as set forth hereafter and is of an advisory nature only. Each party shall pay one half (1/2) the cost of the arbitrator.
4. Within seven (7) days of receipt of the arbitrator's findings of fact and recommendations, the Association and the Board shall both consider and vote on the recommendations. The Board shall vote on the arbitrator's recommendations in a public meeting and may reject them by a three-fifths (3/5) vote of its total membership. All members of the Association who are present at a meeting held for said purpose may vote on the arbitrator's recommendations by secret, written ballot. The recommendations may be rejected by a three-fifths (3/5) vote of the total membership of the Association. For purposes of this section, "membership of the Association" shall be defined as it is in ORC 4117.14 as interpreted by SERB.

The tally and results of the Association's vote shall be certified to the Board President in writing by the Association President within twenty-four (24) hours of the balloting. The ballots shall be retained by the Association for at least six (6) months following the vote and shall be made available to any representative of SERB upon request. If neither rejects the recommendations by the required three-fifth (3/5) vote, the recommendations shall be deemed agreed upon as the final solution of the issues submitted and a collective bargaining agreement shall be executed between the parties, including the recommendations except as otherwise modified by the parties by mutual agreement.

5. If either party rejects the arbitrator's recommendations, then the arbitrator's findings of fact and recommendations shall be made public and the parties may continue to meet in an attempt to resolve the issues still in dispute.
6. If the parties are unable to reach agreement by the expiration date of their collective bargaining agreement or any extension thereof to which they have mutually agreed, the employees in the bargaining unit represented by the Association shall have the right to strike provided the arbitrator's findings of fact and recommendations have been made public and further provided that the Association has given a ten (10) day prior written notice of an intent to strike to the Board and to the State Employment Relations Board as required by 4117.14 of the Ohio Revised Code.

#### H. PROVISIONS CONTRARY TO LAW

The Board of Education and the Association agree that all items in this contract which supersedes applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10(A) shall not be considered contrary to law. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

#### **ARTICLE 6 – LABOR MANAGEMENT COMMITTEE**

The committee is a group of Administrators and non-certified employees whose purpose will be to discuss matters of concern, exchange information, discuss health and safety concerns and attempt to resolve problems of mutual concern. This committee has no authority to change the collective bargaining agreement, nor will it discuss grievances which are in process.

The membership of the committee will consist of 2 Administrators and one member from each classification appointed by the Association President. Participants may be rotated on an annual basis. Upon mutual agreement of both parties, other Administrators or employees will be permitted to attend the meeting and discuss topics related to them.

The committee may meet at least (3) times during a school year, unless a meeting is waived by both parties. The committee shall meet more often, if needed. At the request of either party additional meetings shall be scheduled in a timely manner on a mutually agreeable date.

Agendas will be exchanged in advance of each meeting. Any topic other than an agenda item must be mutually agreed upon by both parties in order to be discussed at the meeting.

## ARTICLE 7 – GRIEVANCE PROCEDURE

### A. GRIEVANCE POLICY

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all employees of the bargaining unit and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

### B. GRIEVANCE DEFINED.

A grievance is an alleged violation, misinterpretation or misapplication of the master contract.

### C. PURPOSE AND OBJECTIVES.

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner and that all hearings shall be private and in executive session.

### D. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION.

The Association will designate one or more representatives for processing grievances. The name of the designated representative shall be given to the Superintendent within five (5) working days after such designation.

A grievant shall be **entitled to union representation at each level**. No grievance meeting or adjustment of a grievance shall take place without the presence of the Association. Further, no grievance resolution shall be made without the knowledge of the Association.

The President of the Association shall receive prior notice of each meeting held to resolve a grievance. Decisions rendered at each level will be made in writing on the forms hereto attached setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest, to the President of the Association and the administrator involved.

Formal meetings shall be structured so that due process under the circumstances and representation is accorded both sides. Each Level 4 hearing shall have provisions for: initial presentation of grievant's case, cross-examination, and/or questioning, and final summaries, with either party having the right at its option to waive any or all of the foregoing.

Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

The Association shall have the right to file a grievance, if the subject matter involved concerns the Association, its officers, representatives of the Association or two (2) or more members of the bargaining unit.

Nothing in this contract shall bind the Association from exercising discretion in grievance at any level. A grievance may be withdrawn at any level without prejudice or record.

E. RIGHTS OF THE SUPERVISORS AND MANAGERS.

Supervisors/Principals may have the right of counsel or representation at any level.

PROCEDURE:

- A. LEVEL ONE. Prior to the filing of a grievance, the grievant and association representative shall first discuss his/her/their grievance with the appropriate administrator with the objective to resolve the grievance informally. The aggrieved person(s) shall state to the administrator at the start of the conference that this is Level One of the grievance procedure.
- B. LEVEL TWO. In the event the aggrieved person(s) is/are not satisfied with the disposition of the grievance at Level One, the grievant(s) may file a grievance in writing with the involved supervisor on the prescribed form. Upon receipt of the grievance, the involved supervisor, within five (5) workdays after receiving the claim, will then schedule a meeting at the time and place mutually agreeable, to investigate the claim. The meeting should include the involved supervisor in interest, the aggrieved person, Association representative(s) and any other person who may be needed to give information as to the claim. Within five (5) work days following the meeting, the involved supervisor will render a written decision which will include the specific reasons for this decision based upon the circumstances of the case. In the event no decision is forthcoming within the prescribed time, the grievance will be advanced to Level Three.
- C. LEVEL THREE. In the event that the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Two, the employee/member(s) may then appeal the grievance to the Superintendent.

The Superintendent, within five (5) work days shall schedule a meeting concerning the

grievance. The Superintendent shall make a written decision within ten (10) work days of such meeting. In the event no decision is forthcoming in the prescribed time, the grievance will be advanced to Level Four.

- D. LEVEL FOUR. In the event that the aggrieved person(s) is not satisfied with the disposition of the grievance at Level Three, the aggrieved person(s) may then initiate the grievance at Level Four.

The grievance shall be initiated at this level by communicating the grievance, in writing, to the President of the Board, the Treasurer, and the Superintendent. The Board shall conduct a hearing on the grievance at its next regularly scheduled Board meeting. Within ten (10) work days of such hearing, the Board shall deliver its written decision to the grieving party. The hearing shall be in executive session.

- E LEVEL FIVE. Binding Arbitration. If the Association and the grievant are not satisfied with the disposition of the grievance at Level Four, the Association may appeal the grievance to binding arbitration within fifteen (15) days after receipt of the Level Four reply.

The Arbitrator shall be selected from a list submitted to both parties by the American Arbitration Association and in accordance with the voluntary rules and regulations of the AAA.

The Arbitrator shall have no power to alter, add to, or subtract from the terms of the agreement, nor to make any award which is inconsistent with this agreement or contrary to law. The decision of the Arbitrator shall be binding on both the Association and the Board. The Board agrees to take all actions necessary to implement the Arbitrator's decision by the second regular Board meeting after receiving the decision.

Any dispute over the arbitrability of a grievance will be heard by the Arbitrator who has been selected to hear the merits of the case. The parties will present their case on arbitrability and their case on the merits at the same hearing.

The cost of the Arbitrator's services shall be shared equally by the Association and the Board. All expenses incurred by the representatives of the parties shall be the responsibility of the party incurring the expense.

#### TIME LIMITS:

The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.

If any grievance is not initiated within fifteen (15) work days after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance may not be presented as such. However, if a condition is recurring, the fifteen (15) work days time limit will be applied to the most recent occurrence.

All grievances must be appealed to the next formal level within fifteen (15) work Days. Failure to do so shall deem the grievance settled on the basis of the disposition at the present level.

### ARTICLE 8 – IN-SERVICE

Any employee required by their Supervisor, with the approval of the Superintendent, to attend an In-service outside of regular working hours will be paid for the time spent in attendance at their regular hourly rate. When an employee fails to attend required in-services without proper approval, disciplinary action may result.

### ARTICLE 9 – HEALTH AND SAFETY

#### A. HEALTH AND SAFETY

The Ansonia Board of Education and Administration places the health and safety of all employees in very high regard; in cases regarding the disease, AIDS, the following stipulations shall be followed:

1. The Ohio State Board of Health regulations shall be followed regarding AIDS.
2. The Board shall take steps to educate school employees regarding AIDS and its transmission.

#### B. WORKING CONDITIONS

It is the position of the Ansonia Board of Education that all employees be provided with safe working conditions.

Any employee who is assigned a duty or job may place their concerns in writing to the Board of Education if they consider the assigned duty or job unsafe. The Board will review the written request and concerns of the employee. If the Board finds the job is unsafe and agrees with the employee, it will be the option of the Board to contract the job to fulfill the work needed.

If the employee has a good faith belief that performing an assigned duty will place him/her in imminent danger or serious injury, the employee's right of refusal to perform such duty will not be cause for disciplinary action. It is understood that the employee will perform the duty when safety concerns have been addressed; and that the employee has no right to refuse to perform assigned duties in any other circumstance. This pertains to a single aspect or job, not in the replacement of or elimination of any classification.

**ARTICLE 10 – DRUG-FREE WORKPLACE**

- A. All employees shall receive a copy of the board adopted resolution regarding a drug-free workplace.
- B. All employees shall refrain from the use, manufacture, distribution, or possession of controlled substances or alcohol while in the workplace. The employer shall provide a drug-free awareness and education program for all employees.
- C. For the purposes of these provisions, the following definitions shall apply:
  - 1. "Drug Abuse Offenses" shall be defined as the unlawful possession, use or distribution of controlled substances and alcohol.
  - 2. "Work Place" is defined as any area under the control of the school district or at any school-sponsored activity regardless of location.
- D. An employee accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause. For the purpose of this section, the initial disciplinary action shall be the completion of an appropriate rehabilitation program provided by the employer. Subsequent offenses may result in further just cause discipline.
- E. Any employee convicted under the criminal drug statute of an offense occurring in the workplace must report his/her conviction to the Administration no later than five (5) working days after the conviction. Failure to do so may result in discipline for just cause.
- F. Substance and alcohol abuse records shall be made a part of the employee's medical records, and shall not be a part of the general personnel file.  
  
All reports of alleged violations, all aspects of the due process hearing(s) and all aspects of the rehabilitation discipline shall be treated as "highly confidential".
- G. The Labor/Management Committee shall plan and develop the drug-free awareness and education program.
- H. The Association and the Board agree to follow the Drug and Alcohol Testing of Commercial Driver's License Holders guidelines as adopted by the Board of Education at their May, 1996 board meeting and attached herein as Appendix B.

**ARTICLE 11 – SICK LEAVE**

- A. Sick leave shall be granted at the rate of 1-1/4 days per month in accordance with ORC 3319.141.
- B. Employees may accumulate either by transfer and/or by earning up to and including 210 days.
- C. Immediate family shall be defined as employee's mother, father, grandmother, grandfather, mother-in-law, father-in-law, brother, sister, wife/husband, child (including foster children and step children), grandchildren (including foster grandchildren and step-grandchildren), brother-in-law, sister-in-law, aunt, uncle, niece, nephew or first cousin, and any dependent residing in the household.
- D. Leave to attend a funeral of an immediate family member shall be deducted from sick leave. Such leave shall be limited to five (5) days per occurrence.
- E. Sick leave shall be paid all hours worked, including but not limited to additional work performed in all classified departments. Personal days and holidays shall be paid the same as sick days.
- F. The sick leave form shall be included in this contract as Appendix E.

**ARTICLE 12 – SICK LEAVE POOL**

- A. The purpose of this pool shall be to provide a non-certificated staff member paid leave for catastrophic illness or injury to themselves, their spouse or dependent(s) when their sick leave and other paid leaves have been exhausted.
- B. A joint committee consisting of three staff appointed by the ALSP President, and two Administrators selected by the Superintendent will be formed to review and approve applications to draw days from the sick leave pool.
- C. Application to draw days from this pool shall be made on the appropriate form to the joint committee. The form will provide information as to the extent of the illness/injury, and the estimated date that the employee can return to regular employment. The committee may grant up to the maximum number of days currently in the pool.
- D. The maximum days to be carried in the pool shall be 185 days per school year. Once the total accumulation in the pool drops below 100 days, the Association President shall solicit additional days from the non-certificated staff members in the district, provided they have not already donated their maximum number of fifteen (15) days in the current school year.
- E. No employee, during the school year, may draw more than ninety (90) days from the pool.

- F. The sick leave pool shall not be an alternative to disability retirement nor delay the application for disability retirement.
- G. Should the employee granted sick leave days from the pool decide to retire, no days advanced from the pool shall be used in the calculation of severance pay.

**ARTICLE 13 – FAMILY AND MEDICAL LEAVE**

A. Notwithstanding other provisions of this agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this agreement agree that all benefits guaranteed by the act will be provided to employees covered by this agreement. Any alleged violations of the act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing his/her rights under the act as provided by law.

B. Eligibility

An employee must have one (1) year's service with the Ansonia Local School District and the required hours of work to be eligible for benefits under the act.

C. Leave Provisions

1. Each eligible employee is entitled to and shall be granted upon request a combined total of up to 12 weeks of unpaid leave per fiscal year to care for a new child or a sick child, parent or spouse, or to use for the employee's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as for a newborn child.
2. Eligible employees must take FMLA qualifying paid sick leave granted by other provisions of the Agreement between the Board and Association, or granted by law, as such is available or applicable, in conjunction with any leave provided by this section. Any leave beyond 12 weeks in a fiscal year needed for the aforementioned combined purposes may be granted pursuant to other leave provisions of the Agreement between the Board and the Association, or may be available pursuant to law.
3. Leave taken to care for a new child must be taken within one year of birth or placement of the child. The employee must give the Board thirty days notice of the birth or placement if possible, or as much notice as possible, if less than thirty days.
4. Leave under the Act may be taken intermittently, when medically necessary. The employee will attempt to schedule medical procedures so as not to interrupt his/her work unnecessarily.

5. At the time the individual learns that his/her situation requires an extended leave, the person will notify the superintendent of the need for extended leave. FMLA leave will start at that point, regardless of prior sick leave used.

D. Protection of Employment and Insurance

1. The Board shall return the employee taking a leave under this article to the same or equivalent position he/she occupied prior to the leave.
2. The Board shall continue to pay the Board contribution to the current health insurance coverage for the employee while he/she is on leave under this article provided these insurances were in place for the employee at the time of the FMLA leave request.
3. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

E. Medical Certification

The Board may require medical certification from a licensed physician at the time of the leave request, at periodic intervals within the leave, and upon expected return to work of the employee as to the medical necessity for a leave under this article. Such certification will include a statement by the physician that the employee is unable to perform all the duties of his/her position, or that his/her presence is required to care for a seriously ill family member. This section shall be uniformly applied.

F. Return from Leave

If an employee takes a leave under the FMLA which is to terminate within the last three weeks before the end of a school term, and the leave is of more than five weeks duration, the Board may require the employee to remain on leave for the remainder of the term. However, the Board shall return this employee to full pay and full benefits during the remainder of the term, even if all twelve weeks required by law have been used.

**ARTICLE 14 – ASSAULT LEAVE**

The member of the bargaining unit who is absent due to physical disability resulting from an assault which occurs during such member's course of employment shall be entitled to assault leave.

The following shall be used:

- A. Any case of assault on a staff member shall be reported as soon as reasonably possible to their supervisor.

- B. No staff member shall be denied the right to notify the appropriate law enforcement agency at his/her discretion.
- C. A written report of all assaults on staff personnel will be made to the office of the Superintendent.
- D. To be eligible for assault leave, a member must apply for benefits under the Worker's Compensation statutes. The amount of such benefits, if any, shall be deducted from the member's per diem salary.
- E. The number of days granted as assault leave shall not exceed ten (10) days annually. Such leave shall not be deducted from sick leave.

#### **ARTICLE 15 – PERSONAL LEAVE**

- A. Personal leave in the amount of three (3) days yearly is provided employees for their use to take leave with pay subject to the approval of the Superintendent or his designee.
- B. The personal leave request shall be submitted, on the approved form, to the Superintendent or his designee three (3) days in advance of the date requested for personal leave. Only in emergencies shall approval be considered in less than three (3) days.
- C. Employees who take a personal leave of absence without approval in accordance with Paragraph 2 shall receive no pay for the day(s) of absenteeism.
- D. Personal leave shall be granted for absences during the working hours for personal business, which cannot be conducted outside school hours. Personal leave shall not be used for gainful employment or to extend vacation or holidays.
- E. Personal leave may be denied during the first week of school or during the last week of school.
- F. Bargaining unit members who have at least one (1) day of personal leave remaining at the end of the school year may carry over one (1) day of personal leave to the following school year, not to exceed a balance of four (4) days per year.

#### **ARTICLE 16 – CALAMITY DAYS**

Employees working on calamity days will work those hours designated as requested by the immediate supervisor, that have been approved by the Superintendent of Schools. Payment will be at the normal rate of pay for those hours worked. In addition, employees will be paid for their normal rate of pay for a regular working day, limited to five (5) calamity days. Employees who do not report to work and who are required to work a make-up day are not paid for the make-up day.

**ARTICLE 17 – JURY DUTY**

The Board will pay employees the difference between such employee's regular pay and the pay received for serving as a juror.

**ARTICLE 18 – ATTENDANCE INCENTIVES**

Effective at the start of the 2007-2008 school year, and based thereafter on a school year, attendance incentives shall be as follows:

|   |  |     |          |
|---|--|-----|----------|
| * | 100% attendance  | --- | \$100.00 |
| * | All but 1 day  | --- | 75.00    |
| * | All but 2 days   |     | 50.00    |
| * | Attendance incentives shall be payable (in a separate check) with the final pay check of the year. |     |          |

Approved leaves count as days of attendance. Checks shall be in the full amount as indicated.

**ARTICLE 19 – ASSIGNMENT OF WORK**

- Job descriptions detailing the duties to be performed for each position covered in this agreement, will be developed and kept current.
- In the event of an absence of a classified employee, supervisors will seek to obtain substitutes to fulfill all hours and duties of the absent employee. An absence shall be defined as any time off work, including field trip and extra-duty assignments. In the event a substitute cannot be found in the cafeteria, an employee may be offered the opportunity for extra work by the cafeteria supervisor, to be paid \$1.00 more per hour for their regularly scheduled day.

**ARTICLE 20 – EVALUATION**

All evaluation material, if any, must be signed by the employee before it is placed in the employee's personnel file, except where the employee refuses to sign the evaluation form, in which case it may be placed in the employee's personnel file without the employee's signature. All evaluations shall be made with the full knowledge of the employee.

**ARTICLE 21 – SPECIAL PROVISIONS FOR BUS DRIVERS**

A. Bus Driver Field Trip and Layover Provision

All regular drivers shall be given first opportunity to drive all field trips and extracurricular events, even when it conflicts with their regular route.

A bus driver field trip shall be defined as the usage of Board-owned and operated school buses for the transport of students, advisors, coaches, teachers, aides, chaperons, or equipment, if the trip is outside the regular runs to transport students to and from school. All curricular and extra-curricular field trips are included in this definition unless for non-routine trips of ten (10) or fewer students. Field trips shall be granted on a voluntary, rotational basis; most senior driver shall be offered the trip first through the least senior driver. If a trip is cancelled, the driver shall be offered the next available unassigned/open trip.

All drivers shall be paid their standard rate of pay for driving on a field trip, and will be paid through the regular payroll procedure. All field trips shall be a minimum of two and a half (2.5) hours driving time, including band, athletics and SED. Time stopping to eat is counted as driving time. Hours worked on Sunday will be paid an additional \$2.00. Drivers will be paid layover pay while waiting for their return trip. The layover rate shall be **\$9.03** for the **2013-14** school year. Layover rate shall be increased by the same increase as on the base salary.

#### ARTICLE 22 – CALLING SUBSTITUTES

- A. Early in each school year, the Board will survey the building secretaries as to their desire to perform the following duties for the school year:
1. Receiving calls from teachers needing substitutes.
  2. Calling potential substitutes until a substitute is secured. If no secretary wishes to perform these duties for the school year, the Board will accept applications from other qualified bargaining unit members whose schedules do not conflict with the demands of the job. If the position remains unfilled, the Board may contract with a non-bargaining unit member to perform the work, for a rate of pay no greater than that specified in this agreement.
- B. The rate of pay for the above listed functions shall be as follows: Each substitute caller shall receive five (5) hours of pay every two weeks. There shall be no more than three substitute callers per year. In the event that an employee is assigned to work in multiple classifications with differing rates of pay, compensation shall be based on the employee's classification with the highest rate of pay. Employees assigned to call substitutes over the Christmas Holiday shall receive a minimum of two and a half (2.5) hours of additional pay, not to exceed five (5) hours of pay, if calls are made. A list of each substitute and the person for whom the substitute was called will be provided by the caller.
- C. The Board may contract with one (1) individual to perform the duties for the entire school district at seven (7) hours per week at their standard pay rate. In the event that an employee is assigned to work in multiple classifications with differing rates of pay, compensation shall be based on the employee's classification with the highest rate of pay.

- D. If, in a given year, no employee desires to perform the duties as listed in A)1. and 2. above, the Board may contract with the Darke County ESC or other agency for the services for a rate of pay no greater than that specified in this Agreement. Once these services are contracted out, the District may have to continue the contractual agreement in future years.

**ARTICLE 23 – HOLIDAY PAY**

A. Twelve-Month Employees

1. New Year's Day
2. Martin Luther King Day
3. President's Day (3rd Monday in February)
4. Good Friday
5. Memorial Day (Last Monday in May)
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Day before Christmas
12. Christmas Day
13. Day before New Year's

B. Nine, Ten, Eleven-Month Employees

1. New Year's Day
2. Martin Luther King Day
3. President's Day (3<sup>rd</sup> Monday in February)
4. Good Friday
5. Memorial Day (Last Monday in May)
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Christmas Day

- C. Employees working these days under mutual agreement between the Superintendent and the Board representatives and the Ansonia Local Support Personnel. Payment will be at a rate of two (2) times regular rate for all hours worked in addition to the normal and customary holiday pay. Time spent on field trips shall be excluded from this holiday pay provision.
- D. In the case that Christmas Day falls on a weekend - non-work day, the day shall be taken off at the beginning of the next week.
- E. Regarding the observance of the Veteran's Day holiday, the board may determine that

Veteran's Day be observed on other than the actual date of November 11, in order to conform with the county calendar. Should the Board make this determination in any school year, employees may request one of their three allotted personal leave days on November 11, or the date Veteran's Day is being observed by the community, if different from the day on which it is being observed by Ansonia School District. Such request will be granted, up to a maximum of three (3) classified employees. Such requests will be granted in the order in which they are received, if more than three (3) classified employees request personal leave on Veteran's Day.

#### **ARTICLE 24 – OVERTIME**

Employees covered by this agreement shall be paid one and one half (1-1/2) times their regular straight time hourly rate for all hours actually worked in excess of forty (40) hours in any work week or compensatory time not to exceed the maximum accumulation authorized by the Fair Labor Standards Act. Compensatory time and/or overtime shall be mutually agreed upon prior to the hours worked.

Employees not regularly scheduled to work on Saturday or Sunday, or are called into work, shall be compensated at the rate of one and one half (1-1/2) times their regular rate for all hours worked on Saturday/Sunday.

Overtime Compensation:

- A. All hours worked in excess of eight (8) hours per day shall be paid at one and one half (1-1/2) times the employee's hourly rate beginning with the ninth (9<sup>th</sup>) hour unless the employee has not worked the forty (40) hour work week limit.

#### **ARTICLE 25 – ADDITIONAL PAY**

- A. Custodial employees called in for emergency duty will receive the appropriate rate with a two (2) hour minimum.
- B. Any employee not notified of a school delay by his supervisor will be paid for the time of the delay on layover rate basis. (Refers to Bus Drivers Only)
- C. Any special training or consultation between the Cu. ED speech aide and speech therapist and/or parents of a student being tutored will be paid at hourly rate as approved by the principal and/or Superintendent.
- D. All bus drivers shall be paid one (1) hours wage for bus cleaning per pay period provided busses are cleaned.
- E. Each full time bus driver shall be offered five (5) additional hours of pay at driving rate for cleaning busses prior to inspection provided that busses are cleaned. The rate of pay shall not exceed the total number of drivers multiplied by five (5) hours each.

**ARTICLE 26 – VACATION BENEFITS**

A. **Twelve-month** employees shall be entitled to paid vacation as follows:

| COMPLETED YEARS<br>OF SERVICE | WEEK(S) OF<br>VACATION |
|-------------------------------|------------------------|
| 1 - 3                         | 1                      |
| 4 - 5                         | 2                      |
| 6 - 9                         | 3                      |
| 10+                           | 4                      |

B. Years of service in this article refers to service with Ansonia schools. To be entitled to paid vacation, an employee must have worked a minimum of one hundred twenty (120) school days in the school year. Vacation schedules must be approved by the employee's immediate supervisor. The Board has the right to deny an employee's vacation request, if such vacation being granted would cause a serious disruption of the efficient operation of the district.

**ARTICLE 27 – VACANCIES, TRANSFERS AND PROMOTIONS**

A. It will be the responsibility of the Superintendent to identify and post vacancies. All vacancies shall be posted in each department in each building of the district for a period of five (5) workdays. If any employee serves in such position for longer than thirty (30) working days the employee shall automatically be granted a full time position within the classification they worked. Such employment will continue for the time period as needed. All classified employees shall receive a copy of the said posting with the employees' paychecks. Said posting shall contain the following information:

1. Classification
2. Location of Work
3. Starting Date
4. Rate of Pay
5. Hours to be Worked
6. Qualifications

B. Interested employees may apply in writing to the Superintendent, or designee, within the five (5) day posting period.

The following will be considered in filling the vacancy:

1. Priority will be given to the most senior employee within a classification who meets the qualifications established on the job posting.
  2. If no employee within the classification applies for the vacancy or meets the job qualifications, the Board will consider qualified applicants from other classifications.
  3. If two or more applicants are equally qualified, district seniority shall prevail.
  4. If through the above process the vacancy still exists, only then the vacancy shall be made public.
- C. By May 1 of each year the Superintendent's office shall provide forms for bargaining unit members interested in knowing when a district vacancy occurs during the summer months.
- D. Within five (5) work days after the employee interview, the employer will make known the status of the employee application.
- E. No classified employee will lose seniority by changing his/her classification. Seniority cannot be lost or gained within.
- F. Any employee accepting a position in another classification will be evaluated after thirty (30) working days in the new position. If at that time, either the Board or the employee has cause to believe the employee will not be successful in the new position, the employee shall be returned to his/her previous position, with no loss of tenure, and free from disciplinary action.
- G. Employees will be placed on the same or equivalent step on the salary schedule when moving to a new classification.
- H. Involuntary transfers will only be done for good cause to meet the operational needs of the employer.

#### **ARTICLE 28 – SENIORITY**

Seniority shall be determined by the following order:

1. System seniority — length of employment by an employee with the Board as computed from the employee's most recent date of hire.

2. Classification seniority — length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification.
  - A. For the purpose of this provision, the following job classifications shall be deemed to exist:
    1. Custodian
    2. Aides
    3. Secretaries
    4. Bus Drivers
    5. Cooks
    6. **Instructional Aides**
  - B. Employee time lost due to layoff or an authorized leave of absence shall not be considered a break in service.
  - C. To maintain seniority, an employee must return when recalled or upon the expiration of a leave of absence.

Seniority of the employee shall be terminated for any of the following reasons:

1. If the employee quits.
2. If the employee is discharged or contract is not renewed.
3. If the employee retires.

#### **ARTICLE 29 – REDUCTION IN FORCE**

When it becomes necessary, due to projected lack of work, lack of funds, or job abolishment to reduce the number of employees in a job classification, the order of layoff will be the least senior employee first, on up the seniority list of the classification affected by the layoff.

An employee who has previous work experience in the Ansonia Local School District in another classification than the one from which they are RIF'd can bump a less senior employee in that same classification. Any employee who meets the minimum requirements of any other classification, as outlined in the Board approved job descriptions, may bump a less senior employee in that classification.

Employees laid off will be placed on a recall list for a period of two (2) years. Employees will be recalled to vacancies for which they are qualified.

Laid off employees shall be recalled in reverse order of layoff.

An employee may be removed from the recall list if he/she:

- A. Waives his/her recall rights in writing to the Superintendent.
- B. Resigns.
- C. Fails to accept recall to a position within five (5) days of notification.
- D. Fails to report to work within fifteen (15) working days after receipt of the notice of recall, unless sick or injured.

The individual who has been affected by a staff reduction shall be responsible for keeping updated address and telephone numbers on file in the Superintendent's office.

All recall notices and employees acceptance notices shall be mailed by certified mail with knowledge of receipt provided to the Superintendent or by hand delivery.

The effective date of the layoff shall be determined by the Board.

The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:

- 1. Custodial/Maintenance
- 2. Aides
- 3. Cafeteria
- 4. Secretarial
- 5. Transportation
- 6. **Instructional Aides**

Thirty (30) days prior to the effective day of layoffs, the Board shall prepare and distribute to all unit members a list containing the names, seniority dates, and classifications and indicate which employees are to be laid off.

In the case of absence of any classified employee or in the case of any additional hours needed, the supervisor shall make an effort to obtain a substitute to fulfill the duties of the absent employee. Whenever possible, the substitute obtained shall come from anyone who previously had been under a layoff as above from the same classification as the absent employee.

Anyone recalled to do substitute work as stated above will be called in for a minimum of two (2) hours.

### ARTICLE 30 – DISCIPLINE OF EMPLOYEES

- A. An employee may only be disciplined with just cause and in a progressive nature. Discipline shall be corrective in nature whenever possible. The levels of progressive discipline are:
  - 1. Verbal reprimand
  - 2. Written reprimand

3. Suspension of three (3) days or less
  4. Suspension of more than three (3) days
- B. Immediate corrective action, including suspension or dismissal may be taken in cases of extremely serious actions.
- C. Any objections to the basis or severity of the corrective action shall be pursued through the grievances procedure.
- D. Should an employee work for a period of two (2) years from the date of the last reprimand without receiving a further reprimand, all previous reprimands shall be removed from the file.

### **ARTICLE 31 – NONRENEWAL OF CONTRACTS**

The Board will follow Section 3319.081 of the Ohio Revised Code in dismissing a tenured employee or a limited contract employee during the term of his/her contract.

### **ARTICLE 32 – TRAVEL EXPENSES**

Employees who use their own vehicle for travel on an assigned duty shall be compensated at the current IRS rate minus three cents (\$0.03) per mile.

### **ARTICLE 33 – PHYSICAL EXAMINATIONS**

The Ansonia Board of Education shall reimburse the employee for any Board required physical. The employee may select their personal physician for this examination, which the Board will reimburse the employee; however, the Board reserves the right to a second opinion and may select another physician with the assignment of the employee to visit the Board selected physician for another physical examination. The Board will pay for the second physical examination also.

School bus drivers are required to have an annual physical examination scheduled through the Darke County Educational Service Center. School bus drivers who choose to use their own physician will be reimbursed at the contracted amount as scheduled through the Darke County Educational Service Center. The Ansonia Board of Education reimburses and/or pays for bus driver physicals.

**ARTICLE 34 – SEVERANCE PAY**

- A. Severance pay will be a one-time, lump sum payment to eligible employees according to the sections of this item. All employees must inform the Board of Education of their intent to retire no later than May 1 of the retirement year.
- B. An employee's eligibility for severance pay will be determined as of the final date of employment according to the following criteria:
1. The individual has retirement disability or service retirement under the SERS.
  2. The individual must be eligible for disability or service retirement as of the last day of employment.
  3. The individual must, within 120 days of the last day of employment, prove acceptance into the retirement system (SERS) by having received and cashed his/her first retirement check.
  4. The individual must sign for severance check certifying that all eligibility criteria has been met.
- C. The amount of benefit due an employee will be 32 days accrued but unused sick leave. In the event of death, the amount of benefit due an employee will be 32 days accrued but unused sick leave. In the event of death where an employee has confirmed retirement eligibility from SERS and a written intent of retirement has been submitted to the Superintendent, the estate of the deceased shall receive death benefits equivalent to the severance pay due on retirement.
- D. If a staff member has worked the last five (5) consecutive years in the Ansonia schools, they will receive fifteen (15) additional days.
- E. Receipt of payment for accrued but unused sick leave will eliminate all sick leave credit accrued by the employee.

**ARTICLE 35 – PAID MEDICAL INSURANCE**

- A. The Board of Education will pay the following share of the premium cost for medical insurance on behalf of employees, their spouse, and dependent children of Employees who regularly work daily:

|  |             |            |
|--|-------------|------------|
| Eight (8) hours                        | 100% Single | 80% Family |
| Four (4) but less than eight (8) hours | 90% Single  | 70% Family |

Less than four (4) hours      70% Single      50% Family

- B. This benefit is limited to use for insurance premiums only, and cannot be diverted to salary purposes. This benefit is limited to the insurance program as outlined in the Anthem Option 1 package. A copy of the current benefits package shall be provided yearly to each employee.
- C. Participation in this program will be voluntary on the part of the employee.

Health Insurance specifications shall be provided yearly.  
 The following schedule of co-pays and co-insurance will take effect October 1, 2007 with premium changes effective the first pay of September 2007:

|                           |                               |
|---------------------------|-------------------------------|
| Office Visit Copay        | \$20                          |
| Urgent Care Copay         | \$35                          |
| ER Copay                  | \$75                          |
| <b>Prescription Copay</b> | <b>\$10/\$25/\$40</b>         |
| Coinsurance               |                               |
| In Network                | 90%                           |
| Out of Network            | 70%                           |
| Deductable                |                               |
| In Network                | \$100 single/\$200 family     |
| Out of Network            | \$200 single/\$400 family     |
| Out of Pocket             |                               |
| In Network                | \$1,000 single/\$2,000 family |
| Out of Network            | \$2,000 single/\$4000 family  |

- D. If covered employees' spouses have access through his/her employment, they are required to enroll for at least single coverage during the plan's next enrollment opportunity. Spouses enrolled in their employer's plans may be enrolled as a covered dependent for secondary coverage under the district's plan.

**ARTICLE 36 – INSURANCE STUDY COMMITTEE**

An Insurance Committee shall be formed to study plans and specifications for all forms of insurances; available carriers, premium costs, changes in rates, and alternatives and options for employee insurance plans in the district.

The Committee shall be composed of equal numbers of representatives from the following groups: teacher association members appointed by the local Association President, Administrators appointed by the local Superintendent, Board Members chosen by the Board, and non-certified representatives appointed by their local Association President.

The Committee shall meet at a minimum of three (3) times a year unless members of the committee mutually agree otherwise. All meetings shall begin at a mutually agreed upon time.

At the beginning of each school year, the Committee shall elect from among themselves a chairperson, who shall be responsible during that year for: sending out meeting notices, preparing and distributing notes/minutes of the last meeting, making notes and helping to organize the agenda and topic/s for the next meeting.

The Committee shall be charged with the ongoing responsibility of investigating insurances as specified above and shall prior to May 30 of each year, make a summary of their findings and recommendations available to all concerned parties.

### **ARTICLE 37 – TAX SHELTERING EMPLOYEE’S SERS CONTRIBUTIONS**

Based on Internal Revenue Rulings 77-462 and 81-36 and on Attorney General Opinions 78-049, 79-001, and 82-097, the Board shall commence tax sheltering the classified employee's SERS contribution.

Should the IRS or SERS find this procedure violating IRS Code or in any way jeopardize the SERS plan in the future, the SERS "Pickup" shall be immediately discontinued.

Since this procedure is considered as a qualified tax sheltered plan, no employee may exceed a total of twenty percent (20%) of their gross salary placed in a tax sheltered program. This would include the employee's retirement contribution.

### **ARTICLE 38 – OTHER BENEFITS**

#### Section 125 Plan

- A. The benefits provided to employees by Section 125 of the Internal Revenue Act of 1978 shall be made available to all employees of the bargaining unit.
- B. Neither the employer nor the employee shall incur any fees for the set-up enrollment, and administrative services provided.
- C. Dental/Optical/Prescription/Other Medical Reimbursement
  - 1. The Ansonia Board of Education is providing for each **employee \$900.00/ 2013-14/2014-15/2015-16** for reimbursement for dental, optical and other medical care not Covered by the Board's plan of health insurance. Coverage shall be for the following:
    - a) Employee
    - b) Employee's spouse and children living in the employee's household.

Employees must pay the bill for said benefits/costs and submit a copy of his/her receipt to American Fidelity.

Amounts are not cumulative.

- D. Add \$100 to 125 Plan for the 2013-14 school year only. If a staff member chooses, he may receive a one-time payment of \$100 for the 2010-11 school year in lieu of the 125 Plan increase to be paid in a separate accounts payable check.

### **ARTICLE 39 – PAYROLL**

Payroll will be paid in twenty-four (24) equal installments over a twelve (12) month period. Preferable pay dates will be on the 5<sup>th</sup> and the 20<sup>th</sup> of each month; the Treasurer will make every attempt to issue payroll on the previous Friday when the scheduled pay dates fall on a Monday. If the 5<sup>th</sup> or 20<sup>th</sup> happens to be on a weekend or holiday weekend, it will be paid on the Friday before that weekend. The Treasurer will provide a list of pay dates each year by July 1.

### **ARTICLE 40 – DUES DEDUCTION**

- A. For deduction of union dues, the Treasurer should be provided with individually executed written payroll deduction authorization cards.
- B. Payroll deductions authorization will be submitted no later than September 15<sup>th</sup> each year. Deductions will begin with the first payroll in October and continue for 20 installments.
- C. Dues shall be collected in 20 equal deductions during the school year and shall be monthly submitted to the Treasurer of the Association with a list of those employees for whom dues deductions have been made.
- D. Payroll deduction shall be continuous and remain in effect until revoked in writing between the dates of August 21 to 31. If dues deduction is not revoked, dues deduction shall be continuous. The payroll office, if requested, shall provide the Ansonia Local Support Personnel Treasurer of the Association a list of any revocation of payroll deduction of dues in accordance with this provision.
- E. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Association to the Board.
- F. If for any reason the Board fails to make a deduction for any employee as above provided, it shall make the deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Association agrees to indemnify and hold harmless the Board and the Administration against any claim rising out of the provisions of this Article or upon reliance of authorization cards submitted by the Association to the Board.
- G. Both parties agree that all members of the bargaining unit have the right to join,

participate in, and assist the Association and the right to refrain from such without intimidation or correction. Membership in any organization or the payment of any fee or assessment shall not be a condition of employment or continued employment for any employee.

**ARTICLE 41 – PAYROLL DEDUCTIONS**

A. ANNUITIES

1. Annuities shall be deducted from an employee's regular salary on the written request of that employee, provided such request shall be made fourteen (14) days before the start of the employee contract year. Annuities deduction shall be limited to the five (5) companies.

B. INCOME PROTECTION INSURANCE - Paid by Employee

1. Washington National Insurance, at employee written request.
2. Up to and including any other four (4) companies that has three (3) employee requests.

C. CANCER INSURANCE - Paid by Employee

1. Capitol Insurance Company
2. Up to and including any four (4) companies that has three (3) employee requests.

D. OTHER DEDUCTIONS

1. Retirement
2. Income Tax
3. United Way
4. OEA/NEA PAC
5. ALSP/OEA/NEA Dues

E. SCHEDULE OF DEDUCTIONS

The schedule shall be: (all requests must be made fourteen (14) days prior to the beginning of the deductions)

1. Annuities - 1<sup>st</sup> and 2<sup>nd</sup> payrolls

2. Dues for ALSP/OEA/NEA - 1<sup>st</sup> payroll of October for 20 pays
3. Income Protection & Cancer Insurance - 1<sup>st</sup> payroll each month (paid by employee)
4. Other Deductions - all payrolls each month

#### **ARTICLE 42 – DIGNITY AND RESPECT**

Employees shall not be intimidated, harassed, defamed, slandered, or treated without respect by any administrator or supervisor. Any such action may result in discipline, up to and including termination.

#### **ARTICLE 43 – PROBATIONARY PERIOD**

At the successful completion of a one (1) year contract the employee will be given a two (2) year contract. At the successful completion of a two (2) year contract such employee shall receive a continuing contract.

#### **ARTICLE 44- THREE HOUR DELAY**

A three (3) hour delay may be used for fog or road conditions. In the case of road conditions, even if calamity days are not used already, if a level one emergency status is reached in time, the three (3) hour delay policy will be used. Bargaining unit members who have previously scheduled after school appointments that cannot be changed shall be permitted to attend those appointments with no loss of sick or personal leave as long as proper documentation is provided.

#### **ARTICLE 45- RETIRE/REHIRE**

##### EMPLOYMENT OF RETIRED STAFF MEMBERS

The following provisions will apply to the rehire of staff members who have retired from Ansonia Local Schools, or otherwise retired under the Public Employee Retirement System and expressly supersedes all relevant provisions of the Ohio Revised Code, including but not limited to 3319.11 and 3319.111 and all other applicable Ohio statutes.

##### A. RE-EMPLOYMENT

The parties are committed to recruiting and hiring the best qualified person to fill vacancies. Rehire of retired personnel is not automatic, but will be guaranteed for the first year, a person chooses to retire then rehire. Retired staff members must apply for each vacancy for which they wish to be considered, and compete with other applicants as part of the selection process.

B. BREAK IN SERVICE AND SENIORITY

Retirement of a staff person from the District will be considered a break in service, and a person who is later rehired will be considered a newly hired person with no system seniority.

C. PLACEMENT ON SALARY SCHEDULE

A retired staff member who is rehired will be given credit for five (5) years of service for purposes of placement on the salary schedule. This provision expressly supersedes Ohio Revised Code 3317.13 and other applicable laws.

D. CONTRACT

This paragraph expressly supersedes Ohio Revised Code 3319.09 and 3319.11 and other applicable laws.

1. A retired staff member who is rehired will be employed on a limited contract for a term of one (1) year. Such contract will expire automatically by its own terms at the end of the school year, without the necessity of a resignation from the staff member, or without the necessity of Board action. Such staff member shall not be deemed re-employed when notice of non-renewal is not given. Any further employment of the person will be pursuant to paragraph A of this Section.
2. A retired staff member who is rehired will not be eligible for a continuing contract.

E. EVALUATION

A retired staff member who is rehired will not be evaluated.

F. SEVERANCE PAY

If retiring from Ansonia Local Schools, a person must take severance pay at the time of retirement, payable upon agreed terms between staff member and Ansonia Local Schools Board of Education.

G. SICK LEAVE

A retired staff member who is rehired will begin employment with zero (0) days of accumulated sick leave and will accrue and accumulate sick leave in accordance with the provisions of the Ohio Revised Code. Such person is not eligible to convert sick leave to severance pay upon subsequent retirement. This provision expressly supersedes Ohio Revised Code 124.39 and all other applicable laws.

H. OTHER FRINGE BENEFITS

Retired staff members who are rehired will receive retirement contributions, insurance, personal leave and any/all other fringe benefits not specifically addressed in this memorandum in accordance with this Agreement.

I. APPLICABILITY OF OTHE CONTRACT PROVISIONS

Except to the extent specifically addressed in this Article, all provisions of this Agreement apply to retired staff members who are rehired.

**ARTICLE 46 – ENTIRE AGREEMENT**

This Agreement supersedes all previous oral and written agreements between the Board and the Association. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement. Any item not covered in the Master Contract shall be subject to the Ohio Revised Code mandates.

**ARTICLE 47 – DURATION**

This contract shall take effect on **July 1, 2013** and shall remain in effect through **June 30, 2016**.  
Witness thereof the following representatives do affix their signatures.

ANSONIA LOCAL SUPPORT PERSONEL

By: Teresa Miller  
President

By: Susan Moody  
Spokesperson

By: Teresa Crawford  
Member

By: Mindy L. Walker  
Member

By: Carlton S. Blisner  
Member

Date: 6-24-13

ANSONIA LOCAL BOARD OF  
EDUCATION

By: Musa Sepirny  
President

By: Rob [Signature]  
Treasurer

By: Jim [Signature]  
Superintendent

By: [Signature]  
Member

By: [Signature]  
Member

Date: 6-27-13

Note: Negotiations for a successor contract to start 90 days prior to expiration of this contract.

**APPENDIX A1 – SALARY**  
ANSONIA LOCAL SCHOOLS

**Salary proposal agreed to a 2% pay increase for the next three (3) years beginning July 1, 2013. This contract agreed to Step 15 and 19 be put in the contract.**

**APPENDIX A2 – SALARY SCHEDULE**  
**ANSONIA LOCAL SCHOOLS**

**CLASSIFIED SALARY SCHEDULE 2013-2014**

| <b>Step</b> | <b>Bus Driver</b> | <b>Bus Aide</b> | <b>Principals'<br/>Secretary</b> | <b>Cafeteria<br/>Workers</b> | <b>Custodian</b> | <b>Instructional/<br/>Teacher Aide</b> |
|-------------|-------------------|-----------------|----------------------------------|------------------------------|------------------|--|
| Step 0      | \$14.37<br>1.0    | \$11.19<br>1.0  | \$12.68<br>1.0                   | \$11.19<br>1.0               | \$13.75<br>1.0   | \$11.48<br>1.0                         |
| Step 1      | \$14.80<br>1.03   | \$11.52<br>1.03 | \$13.07<br>1.03                  | \$11.52<br>1.03              | \$14.16<br>1.03  | \$11.82<br>1.03                        |
| Step 2      | \$15.23<br>1.06   | \$11.86<br>1.06 | \$13.45<br>1.06                  | \$11.86<br>1.06              | \$14.58<br>1.06  | \$12.17<br>1.06                        |
| Step 3      | \$15.66<br>1.09   | \$12.20<br>1.09 | \$13.83<br>1.09                  | \$12.20<br>1.09              | \$14.99<br>1.09  | \$12.51<br>1.09                        |
| Step 4      | \$16.09<br>1.12   | \$12.53<br>1.12 | \$14.21<br>1.12                  | \$12.53<br>1.12              | \$15.40<br>1.12  | \$12.86<br>1.12                        |
| Step 5      | \$16.52<br>1.15   | \$12.87<br>1.15 | \$14.59<br>1.15                  | \$12.87<br>1.15              | \$15.81<br>1.15  | \$13.20<br>1.15                        |
| Step 6      | \$16.95<br>1.18   | \$13.20<br>1.18 | \$14.97<br>1.18                  | \$13.20<br>1.18              | \$16.23<br>1.18  | \$13.55<br>1.18                        |
| Step 7      | \$17.38<br>1.21   | \$13.54<br>1.21 | \$15.35<br>1.21                  | \$13.54<br>1.21              | \$16.64<br>1.21  | \$13.89<br>1.21                        |
| Step 9      | \$17.81<br>1.24   | \$13.87<br>1.24 | \$15.73<br>1.24                  | \$13.87<br>1.24              | \$17.05<br>1.24  | \$14.23<br>1.24                        |
| Step 11     | \$18.25<br>1.27   | \$14.21<br>1.27 | \$16.11<br>1.27                  | \$14.21<br>1.27              | \$17.46<br>1.27  | \$14.56<br>1.27                        |
| Step 13     | \$18.68<br>1.3    | \$14.55<br>1.3  | \$16.49<br>1.3                   | \$14.55<br>1.3               | \$17.88<br>1.3   | \$14.92<br>1.3                         |
| Step 15     | \$19.11<br>1.33   | \$14.88<br>1.33 | \$16.87<br>1.33                  | \$14.88<br>1.33              | \$18.29<br>1.33  | \$15.27<br>1.33                        |
| Step 17     | \$19.54<br>1.36   | \$15.22<br>1.36 | \$17.25<br>1.36                  | \$15.22<br>1.36              | \$18.70<br>1.36  | \$15.61<br>1.36                        |
| Step 19     | \$19.97<br>1.39   | \$15.55<br>1.39 | \$17.63<br>1.39                  | \$15.55<br>1.39              | \$19.11<br>1.39  | \$15.96<br>1.39                        |
| Step 21     | \$20.40<br>1.42   | \$15.89<br>1.42 | \$18.01<br>1.42                  | \$15.89<br>1.42              | \$19.53<br>1.42  | \$16.30<br>1.42                        |

Section 125 account of \$900 per employee paid by Board beginning April 1, 2009

\*Reflects an additional .25 per hour for Instruction Aides

-Custodial Night Rate 5% per hour additional – Does not pertain to summer months (June, July, August).

Ansonia Local Support Personnel  
 July 1, 2013 – June 30, 2016

**CLASSIFIED SALARY SCHEDULE 2014-2015**

| <b>Step</b> | <b>Bus Driver</b> | <b>Bus Aide</b> | <b>Principals'<br/>Secretary</b> | <b>Cafeteria<br/>Workers</b> | <b>Custodian</b> | <b>Instructional/<br/>Teacher Aide</b> |
|-------------|-------------------|-----------------|----------------------------------|------------------------------|------------------|--|
| Step 0      | \$14.65<br>1.0    | \$11.41<br>1.0  | \$12.94<br>1.0                   | \$11.41<br>1.0               | \$14.03<br>1.0   | \$11.71<br>1.0                         |
| Step 1      | \$15.09<br>1.03   | \$11.76<br>1.03 | \$13.33<br>1.03                  | \$11.76<br>1.03              | \$14.45<br>1.03  | \$12.06<br>1.03                        |
| Step 2      | \$15.53<br>1.06   | \$12.10<br>1.06 | \$13.71<br>1.06                  | \$12.10<br>1.06              | \$14.87<br>1.06  | \$12.41<br>1.06                        |
| Step 3      | \$15.97<br>1.09   | \$12.44<br>1.09 | \$14.10<br>1.09                  | \$12.44<br>1.09              | \$15.29<br>1.09  | \$12.76<br>1.09                        |
| Step 4      | \$16.41<br>1.12   | \$12.78<br>1.12 | \$14.49<br>1.12                  | \$12.78<br>1.12              | \$15.71<br>1.12  | \$13.11<br>1.12                        |
| Step 5      | \$16.85<br>1.15   | \$13.12<br>1.15 | \$14.88<br>1.15                  | \$13.12<br>1.15              | \$16.13<br>1.15  | \$13.46<br>1.15                        |
| Step 6      | \$17.29<br>1.18   | \$13.47<br>1.18 | \$15.27<br>1.18                  | \$13.47<br>1.18              | \$16.55<br>1.18  | \$13.82<br>1.18                        |
| Step 7      | \$17.73<br>1.21   | \$13.81<br>1.21 | \$15.66<br>1.21                  | \$13.81<br>1.21              | \$16.97<br>1.21  | \$14.17<br>1.21                        |
| Step 9      | \$18.71<br>1.24   | \$14.15<br>1.24 | \$16.04<br>1.24                  | \$14.15<br>1.24              | \$17.39<br>1.24  | \$14.52<br>1.24                        |
| Step 11     | \$18.61<br>1.27   | \$14.49<br>1.27 | \$16.43<br>1.27                  | \$14.49<br>1.27              | \$17.81<br>1.27  | \$14.87<br>1.27                        |
| Step 13     | \$19.05<br>1.3    | \$14.84<br>1.3  | \$16.82<br>1.3                   | \$14.84<br>1.3               | \$18.23<br>1.3   | \$15.22<br>1.3                         |
| Step 15     | \$19.49<br>1.33   | \$15.18<br>1.33 | \$17.21<br>1.33                  | \$15.18<br>1.33              | \$18.66<br>1.33  | \$15.57<br>1.33                        |
| Step 17     | \$19.93<br>1.36   | \$15.52<br>1.36 | \$17.60<br>1.36                  | \$15.52<br>1.36              | \$19.08<br>1.36  | \$15.92<br>1.36                        |
| Step 19     | \$20.37<br>1.39   | \$15.86<br>1.39 | \$17.98<br>1.39                  | \$15.86<br>1.39              | \$19.50<br>1.39  | \$16.28<br>1.39                        |
| Step 21     | \$20.81<br>1.42   | \$16.21<br>1.42 | \$18.37<br>1.42                  | \$16.21<br>1.42              | \$19.92<br>1.42  | \$16.63<br>1.42                        |

Section 125 account of \$900 per employee paid by Board beginning April 1, 2009

\*Reflects an additional .25 per hour for Instruction Aides

-Custodial Night Rate 5% per hour additional – Does not pertain to summer months (June, July, August).

Ansonia Local Support Personnel  
 July 1, 2013 – June 30, 2016

**CLASSIFIED SALARY SCHEDULE 2015-2016**

| <b>Step</b> | <b>Bus Driver</b> | <b>Bus Aide</b> | <b>Principals'<br/>Secretary</b> | <b>Cafeteria<br/>Workers</b> | <b>Custodian</b> | <b>Instructional/<br/>Teacher Aide</b> |
|-------------|-------------------|-----------------|----------------------------------|------------------------------|------------------|--|
| Step 0      | \$14.95<br>1.0    | \$11.64<br>1.0  | \$13.20<br>1.0                   | \$11.64<br>1.0               | \$14.31<br>1.0   | \$11.94<br>1.0                         |
| Step 1      | \$15.40<br>1.03   | \$11.99<br>1.03 | \$13.59<br>1.03                  | \$11.99<br>1.03              | \$14.74<br>1.03  | \$12.30<br>1.03                        |
| Step 2      | \$15.84<br>1.06   | \$12.34<br>1.06 | \$13.99<br>1.06                  | \$12.34<br>1.06              | \$15.17<br>1.06  | \$12.66<br>1.06                        |
| Step 3      | \$16.29<br>1.09   | \$12.69<br>1.09 | \$14.39<br>1.09                  | \$12.69<br>1.09              | \$15.59<br>1.09  | \$13.02<br>1.09                        |
| Step 4      | \$16.74<br>1.12   | \$13.04<br>1.12 | \$14.78<br>1.12                  | \$13.04<br>1.12              | \$16.02<br>1.12  | \$13.38<br>1.12                        |
| Step 5      | \$17.19<br>1.15   | \$13.39<br>1.15 | \$15.18<br>1.15                  | \$13.39<br>1.15              | \$16.45<br>1.15  | \$13.73<br>1.15                        |
| Step 6      | \$17.64<br>1.18   | \$13.74<br>1.18 | \$15.57<br>1.18                  | \$13.74<br>1.18              | \$16.88<br>1.18  | \$14.09<br>1.18                        |
| Step 7      | \$18.09<br>1.21   | \$14.09<br>1.21 | \$15.97<br>1.21                  | \$14.09<br>1.21              | \$17.31<br>1.21  | \$14.45<br>1.21                        |
| Step 9      | \$18.53<br>1.24   | \$14.44<br>1.24 | \$16.36<br>1.24                  | \$14.44<br>1.24              | \$17.74<br>1.24  | \$14.81<br>1.24                        |
| Step 11     | \$18.98<br>1.27   | \$14.78<br>1.27 | \$16.76<br>1.27                  | \$14.78<br>1.27              | \$18.17<br>1.27  | \$15.17<br>1.27                        |
| Step 13     | \$19.43<br>1.3    | \$15.13<br>1.3  | \$17.16<br>1.3                   | \$15.13<br>1.3               | \$18.60<br>1.3   | \$15.53<br>1.3                         |
| Step 15     | \$19.88<br>1.33   | \$15.48<br>1.33 | \$17.55<br>1.33                  | \$15.48<br>1.33              | \$19.03<br>1.33  | \$15.88<br>1.33                        |
| Step 17     | \$20.33<br>1.36   | \$15.83<br>1.36 | \$17.95<br>1.36                  | \$15.83<br>1.36              | \$19.46<br>1.36  | \$16.24<br>1.36                        |
| Step 19     | \$20.78<br>1.39   | \$16.18<br>1.39 | \$18.34<br>1.39                  | \$16.18<br>1.39              | \$19.89<br>1.39  | \$16.60<br>1.39                        |
| Step 21     | \$21.22<br>1.42   | \$16.53<br>1.42 | \$18.74<br>1.42                  | \$16.53<br>1.42              | \$20.32<br>1.42  | \$16.96<br>1.42                        |

Section 125 account of \$900 per employee paid by Board beginning April 1, 2009

\*Reflects an additional .25 per hour for Instruction Aides

-Custodial Night Rate 5% per hour additional – Does not pertain to summer months (June, July, August).

**APPENDIX B - DRUG AND ALCOHOL TESTING OF COMMERCIAL DRIVER'S  
LICENSE HOLDERS**

ADMINISTRATIVE GUIDELINES

BOARD OF EDUCATION ANSONIA LOCAL SCHOOLS

I. DEFINITIONS

- A. The term **illegal drug** means drugs and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State and local laws and regulations.
- B. The term **controlled substance** includes any illegal drug and any drug that is being used illegally, such as a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity. The term does not include any legally obtained prescription drug used for its intended purpose in its prescribed quantity unless such use would impair the individual's ability to safely perform safety-sensitive functions.
- C. The term controlled substance abuse and alcohol misuse includes excessive use of alcohol as well as prescribed drugs not being used for prescribed purposes, in a prescribed manner, or in the prescribed quantity.
- D. The term **safety-sensitive functions** includes all tasks associated with the operation and maintenance of Board vehicles which require possession of a CDL.
- E. The term **CDL license holder** means all regular and substitute bus drivers and other staff members who may drive Board vehicles (which requires a CDL to operate) or inspect, repair, and maintain these Board vehicles.
- F. The term **while on duty** means all such time from the time the CDL license holder begins to work or is required to be in readiness for work until that time he/she is relieved from work and all responsibility for performing work.
- G. The term **reasonable suspicion** shall mean that a supervisor trained to detect substance abuse has a belief that the employee is under the influence of illegal drugs or alcohol. This belief must be based on specific contemporaneous, articulable observation concerning the appearance, behavior, speech, or body odors of the driver.

II. TESTING PROCEDURES

- A. Employee Testing - General

1. All employees who possess a CDL are subject to testing for alcohol and the following drugs or drug categories:
  - a) Amphetamines
  - b) Cocaine
  - c) Marijuana
  - d) Opiates
  - e) Phencyclidine (PCP)
2. All procedures and collection methods will conform to appropriate Federal and/or State regulations. The employee shall be notified in writing of the following prior to any test:
  - a) The nature and purpose of the test
  - b) The date and time of the test
  - c) The name of the supervisor ordering the test
3. Records pertaining to employee drug testing will remain confidential except that the District may use testing information only in connection with Board business and for purposes of employment and disciplinary actions and may disclose it, when required, to Government Agencies. The Association shall have access to all such information as needed to process or investigate grievances with permission from the employee involved.
4. The procedures that will be used for the testing of alcohol and drug use shall protect the CDL license holder and the integrity of the testing processes, safe-guard the validity of the test results, and ensure that those results are attributed to the correct staff member in accordance with all U.S. DOT requirements.

B. Drug Testing

1. All drug testing is done by urine testing in accordance with Federal guidelines (49 CFR Part 40). The actual urine test is conducted by a laboratory certified by the National Institute on Drug Abuse.
2. Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the employee may request the laboratory to send the split specimen to another certified laboratory for analysis.
3. If testing site personnel determine it is necessary, the employee will be referred to a physician for "shy bladder".
4. When the result of a drug test is positive, the employee must be removed from duty. However, prior to reporting a drug test result as positive, the

MRO (Medical Review Officer) must contact the employee to rule out other possible reasons for the positive test. If positive, the employee may request retesting of any split test sample. Such requests for retesting must be made to the laboratory within 72 hours of contact by the MRO. Retesting of any split test sample shall be at the employee's expense, unless the second test invalidates the first test. If a retest sample is returned with a negative result, the entire series of tests will be assumed to be negative.

C. Alcohol Testing

1. Those who test positive for alcohol at concentrations of 0.02 or more but less than 0.04, shall be prohibited from performing any safety sensitive functions and shall remain off duty until the start of their next shift, but at least 24 hours. Such leave shall be non-disciplinary, but without pay. The employee must test negative for alcohol before returning to work. This return to work test will be at the employee's expense. Those employees who test positive for alcohol at 0.04 or greater will be prohibited from performing safety sensitive duties and placed in a leave without pay status. Such employees will be referred to a substance abuse professional or counseling/treatment program for assessment/evaluation and follow-up alcohol testing. The second instance of either illegal drug use, controlled-substance abuse, or alcohol misuse will result in employee termination.
2. When necessary, a referral will be made to a physician to test the employee for "shy lung".

D. Post-Accident Testing

1. As soon as practicable following an accident involving a Board vehicle, the Board shall test each surviving CDL license holder for alcohol and controlled substances:
  - a) If the accident involved the loss of human life; or
  - b) If one or more persons required medical treatment away from the accident scene; or
  - c) If one or more motor vehicles incurring disabling damage as result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle; or If a CDL holder received a citation under State or local law for a moving traffic violation arising from the accident.
2. A CDL license holder who is subject to post-accident testing shall remain readily available for such testing. The required testing shall not delay necessary medical attention for injured people following an accident or prohibit a CDL license holder from leaving the scene of an accident for

the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

E. Random Testing

The Board participates in random drug and alcohol testing through the contracted agency. Each year, twenty-five (25) percent of the average number of safety sensitive positions shall be subject to random alcohol testing and fifty (50) percent shall be subject to random drug testing. The percentage tested may vary according to U.S. DOT requirements.

The selection of CDL license holders for random alcohol and controlled substances testing shall be made by a scientifically valid method provided by the Board's contracted drug and alcohol testing agency. Under the selection process used, each CDL license holder shall have an equal chance of being tested each time selections are made. Such testing shall not be used for harassment of employees.

Each CDL license holder who is notified of selection for random alcohol and or controlled substance testing will be required to go to the test site either prior to or immediately after his/her regular driving time.

F. Reasonable Suspicion Testing

The Board shall require a CDL license holder to submit to a drug and/or alcohol test when a trained supervisor has reasonable suspicion to believe the CDL license holder is under the influence of alcohol or a controlled substance. Such reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the CDL license holder. A CDL license holder may be directed by the Supervisor of Transportation or other appropriate supervisor to undergo reasonable suspicion testing only while the CDL license holder is performing, just before he/she is to perform or just after performing safety-sensitive functions or operating a Board vehicle.

The individual to be tested cannot drive himself/herself to/from the test sample collection site. Therefore, the Board will provide transportation to the site and to the employee's home thereafter.

The referring supervisor shall file a signed, written record of the observations leading to a controlled-substance, reasonable-suspicion test within forty-eight (48) hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier; and make such report available to the Association with the permission of the individual involved.

G. Return-to-Duty Testing

The Supervisor of transportation or other appropriate supervisor shall ensure that, before a CDL license holder returns to duty after engaging in prohibited alcohol and/or controlled substance conduct, he/she is evaluated by a Substance Abuse Professional and participated in any assistance program prescribed.

Return-to-duty tests will be confined to the substance involved in the violation. If the Substance Abuse Professional determines that an employee needs assistance with a poly-substance abuse problem, the Substance Abuse Professional may require, for example, alcohol tests to be performed along with the required drug tests after the driver has violated the drug testing prohibition.

After engaging in prohibited conduct regarding drug use, the employee shall undergo a return-to-duty drug test before performing any safety-sensitive function. The test must indicate a verified negative result for drug use.

H. Follow-up Testing

If the CDL license holder is receiving assistance in resolving problems associated with alcohol misuse and/or use of controlled substances from a qualified, substance-abuse professional, he/she shall be subject to unannounced follow-up alcohol and/or controlled substances testing as determined by the Substance Abuse Professional and consisting of at least six (6) tests within the first twelve (12) months of his/her return to duty.

Follow-up testing may be done for up to sixty (60) months. The Substance Abuse Professional can terminate the requirement for follow-up testing in excess of the minimum at any time if the Substance Abuse Professional determines that testing is no longer required.

III. PROHIBITED CONDUCT AND CONSEQUENCES

A. The CDL holder will be subject to disciplinary action up to and including termination for the following conduct:

1. Reporting for or remaining on duty while having a blood alcohol level of 0.04 or greater.
2. Using alcohol while performing Safety Sensitive functions.
3. Abusing controlled substances.
4. Being on duty or operating a commercial motor vehicle while processing alcohol.
5. Performing Safety Sensitive functions within four hours of using alcohol.

6. Using alcohol within 8 hours following an accident, unless a driver is given a post-accident test.
  7. Refusal to submit to a required alcohol and/or drug screen as part of post-accident procedure, random selection procedure, reasonable suspicion or follow-up testing.
  8. Failing to enroll, when requested by the Board, in an alcohol or other drug treatment or counseling program and/or failing to adhere to the requirements of the programs.
- B. When disciplinary action is contemplated, the employee will be provided the opportunity for a due process hearing with an Association Representative present. Appropriate disciplinary measures in accordance with Article 30 - Discipline of Employees of the Negotiated Agreement may be imposed.

#### IV. REHABILITATION OPTION

In relation to the Drug and Alcohol Testing Program, contrary to Article 10 Drug-Free Workplace of the negotiated agreement, the Board reserves the right to refer the CDL license holder to a treatment or counseling program for illegal drug use, controlled substance abuse, or alcohol misuse, in addition to any disciplinary action. CDL license holders referred to such a program by the Board must immediately cease any illegal drug use, controlled substance abuse, or alcohol misuse, must consent to unannounced testing, and must comply with all other conditions of the treatment or counseling program. Any CDL license holder who tests positive shall be prohibited from driving any school vehicle until said employee has successfully completed a rehabilitation program and tests negative. The employee's hours and rate of pay will remain the same.

Notwithstanding Article 10 Drug-Free Workplace D, of the Negotiated Agreement, costs associated with a referral, assessment, and/or treatment shall be the employee's responsibility.

After successful completion of all rehabilitation assessment and treatment requirements, the CDL license holder will be returned to the position previously held and will, again, be subject to the testing program which applies to CDL license holders as well as follow-up testing of at least six (6) times in the next twelve (12) months after return to duty.

#### V. MISCELLANEOUS PROVISIONS

- A. All CDL holders will be provided with training and information relative to these procedures.

- B. All time for travel to and from testing sites for required tests and time spent in required testing will be considered "on duty" time. The employee will be paid at the regular hourly rate, and paid mileage if their personal vehicle is used for travel to and from required tests.
- C. Authorized Use of Prescribed Medicine
- A CDL license holder undergoing prescribed medical treatment with any controlled substance must ascertain from his/her physician whether that controlled substance might impair his/her physical or mental ability to safely operate a motor vehicle or perform safety sensitive duties. If impairment is indicated, the employee must report this treatment to his/her supervisor and request appropriate leave.
- D. The Board and Association are concerned about bargaining unit members who are victims of alcohol or drug abuse and will facilitate correction of this process through programs and services that are available in the community. Any bargaining unit member who has not failed a drug or alcohol test, and who believes he/she is in need of help shall notify his/her immediate supervisor or the Superintendent, who shall treat this information confidentially. Any bargaining unit member, who voluntarily uses this paragraph, shall be permitted use of sick leave, or an unpaid leave in the absence of sick leave, for "in" or "out" patient treatment without repercussion. The bargaining unit member must provide the Board with a statement from the physician or SAP certifying his/her condition for returning to work. Upon return to work, the bargaining unit member will be required to submit to medical testing for the first year following the bargaining unit member's return to employment.
- E. The Board will continue to pay their share of health insurance premiums, pursuant to Article 35 - Paid Medical Insurance of the negotiated agreement, for any employee, whether on paid or unpaid status, who is temporarily absent from work under any provision of this memorandum.
- F. Supervised rehabilitation and/or treatment for drug or alcohol abuse will be considered appropriate use of sick leave.
- G. Costs associated with any return to duty or follow-up testing, resulting from an initial positive test or from a voluntary rehabilitation program, will be borne by the employee.

**APPENDIX C – GRIEVANCE REPORT FORM**

GRIEVANCE # \_\_\_\_\_ SCHOOL DISTRICT \_\_\_\_\_

Distribution of Form

1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant

Submit to Supervisor/Principal in Duplicate

Building                      Assignment                      Name of Grievant                      Date Filed

\_\_\_\_\_

STEP 2

A.     Date Cause of Grievance Occurred: \_\_\_\_\_

B.     Statement of Grievance and Specific Article Violated \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C.     Disposition of Supervisor/Principal: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

D.     Disposition of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If additional space is needed in reporting any section, attach an additional sheet.

**APPENDIX C – GRIEVANCE REPORT FORM - CONTINUED**

PAGE 2

STEP 3

A. Date received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP 4

A. Date received by Board of Education or Designee: \_\_\_\_\_

B. Disposition of Board of Education or Designee: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: All provisions of the Agreement WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

**APPENDIX D – LEAVE REQUEST FORM**

NAME: \_\_\_\_\_ BUILDING \_\_\_\_\_

REQUEST TO BE ABSENT ON \_\_\_\_\_  
(Month) (Day) (Year)

- A. THIS PERSONAL LEAVE REQUEST IS FOR PERSONAL BUSINESS, WHICH CANNOT BE CONDUCTED OUTSIDE SCHOOL HOURS.
- B. THIS PERSONAL LEAVE IS NOT FOR GAINFUL EMPLOYMENT.
- C. THIS PERSONAL LEAVE IS NOT EXTENDING A VACATION OR HOLIDAY.

\_\_\_\_\_  
(Date) (Signature)

Falsification of this information shall be grounds for disciplinary action according to Discipline of Employee article of this contract and/or deduction of pay for that period.

\*\*\*\*\*

\*\*\* Office Use Only

SUBSTITUTE

\_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

REASON FOR DISAPPROVAL \_\_\_\_\_

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

\_\_\_\_\_  
(Date) (Supervisor)

\_\_\_\_\_  
(Date) (Superintendent)

**APPENDIX E - SICK LEAVE FORM**

ANSONIA LOCAL SCHOOLS  
600 East Canal Street, Ansonia, OH 45303  
(937) 337-4000

**CLASSIFIED ABSENCE REPORT**

This form needs to be completed for every type of absence.

NAME \_\_\_\_\_

My absence on (dates) \_\_\_\_\_  
was due to [check appropriate cause(s)]:

**DEDUCTED FROM SICK LEAVE**

- \_\_\_\_\_ 1. Personal Illness (If medical attention was required, please complete the "Employee's Statement" found at the bottom of the page.) According to OC 3319.141, sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's family.
- \_\_\_\_\_ 2. Immediate Family Illness and Funerals – ALSP Negotiated Master Agreement, page 12, Article 10 – Sick Leave, Item C: The immediate family shall be defined as the employee's mother, father, grandmother, grandfather, mother-in-law, father-in-law, brother, sister, wife/husband, child (includes foster and step children), brother-in-law, sister-in-law, aunt, uncle, niece, nephew, first cousin and any dependent residing in the household.

**NOT DEDUCTED FROM SICK LEAVE**

- \_\_\_\_\_ 3. Personal Business Leave [three (3) day limit] – ALSP Negotiated Master Agreement, page 16, Article 15 – Personal Leave, Item D: Personal leave shall be granted for absences during the working hours for personal business, which cannot be conducted outside school hours. Personal leave shall not be used for gainful employment or to extend vacation or holidays.
- \_\_\_\_\_ 4. Vacation
- \_\_\_\_\_ 5. Professional Leave
- \_\_\_\_\_ 6. Jury Duty – ALSP Negotiated Master Agreement, page 16, Article 17 – The Board will pay employees the difference between such employee's regular pay and the pay received for serving as a juror.
- \_\_\_\_\_ 7. Other – (To be deducted from salary. Limited use permitted as approved by the Board.)

\_\_\_\_\_  
Employee's Signature

**Supervisor's Verification**

Check one:

- \_\_\_\_\_ No substitute used.
- \_\_\_\_\_ Substitute was used and substitute report or time sheet was completed.

\_\_\_\_\_  
Supervisor's Signature

**Employee's Statement** concerning medical attention received due to illness.

Physician's Name \_\_\_\_\_

Address \_\_\_\_\_

Date Consulted \_\_\_\_\_

ORC 3319.141 Falsification of a statement is grounds for suspension or termination of employment under section 3319.081 and 3319.16 of the Revised Code.

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