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AGREEMENT

Between the

**Graham Local School District
Board of Education**

and the

**Ohio Association of Public School Employees
OAPSE/AFSCME Local 4/AFL-CIO**

and its

Local #260

Effective July 1, 2013 through June 30, 2016

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ARTICLE 1
RECOGNITION

1. The Graham Local School District Board of Education (hereinafter, "the Board of Education") hereby recognizes the Ohio Association of Public School Employees Local 260, AFSCME Local 4, AFL-CIO (hereinafter, "OAPSE") as the sole and exclusive bargaining representative for all employees in the bargaining unit (as defined in paragraph B below) for the period commencing July 1, 2013 and terminating June 30, 2016.

2. The bargaining unit represented by OAPSE is defined as follows:

All regular full-time and regular part-time classified employees of the Graham Local Board of Education, including those employed as food service employees, bus drivers, transportation services worker, aides, monitors, aide-attendant, custodians, district maintenance-custodial worker, secretaries, high school office manager, and clerical.

3. The following employees are excluded from the bargaining unit:

All other employees of the Graham Local Board of Education, including management level employees, confidential employees, supervisors, students, seasonal and substitutes. Specifically, the Treasurer of the Board of Education, Assistant to the Treasurer, Superintendent, Executive Secretary to the Superintendent, Secretary to the Treasurer, Director of Business Operations and Support Services, Central Office Receptionist/Secretary, Transportation Secretary, and District Computer Network Coordinator.

ARTICLE 2
MANAGEMENT RIGHTS

1. Except as otherwise expressly provided in a specific provision of this Agreement, the Board of Education reserves and retains to it and the Administration, all management rights under Ohio and Federal Law to manage, direct, and control the operation of the School District. These rights include but are not limited to:

A. Determination of the qualifications and standards for employment;

B. The evaluation, supervision, hiring promotion, assignment, transfer, layoff, reassignment, and direction of employees;

C. Suspension, discharge, or other disciplinary action of employees for "just cause;

- D. Training, re-training, and determination of the methods, means and personnel by which School District operations are to be conducted;
- E. Determination of the adequacy of the workforce, the work hours and the scheduling and re-scheduling of employees for work;
- F. Implementation and modification of work rules for employees; and
- G. Determination of all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the District; its available funds and its budget; and the standards, methods, means, and procedures by which employees shall be required to perform the functions, services, and programs of the District.
- H. The exercise of the foregoing powers, rights, authority, duties and responsibilities of management, and the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this written Agreement.

ARTICLE 3
UNION RIGHTS

1. The Union shall have the following rights in addition to the rights contained in any other portion of this Agreement:

2. Transaction of Business:

Duly authorized representatives of the Union and its affiliates may transact Union business on district property at any time before, after, or during the regular work day; provided, however, that no such business shall be transacted on district time, nor shall Union business in any way interfere with the administration of the district or other school functions or activities. All visitors, including Union representatives, must report to the building office during work hours before transacting such business and sign in.

3. Communications:

The Union has the right to use the regular intra-district mail service so long as it relates to the Graham Local Schools. The Union may use designated space on bulletin boards in school offices and/or lounges for Union related communications and notices.

4. Use of Buildings and Equipment:

- A. The Union shall have the right to use school buildings for Union meetings after the teacher workday.
- B. The Union will submit to the Superintendent in writing an application for building use, providing reasonable advance notice of its desire to use a particular building for a meeting. The Union will schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.
- C. The Union may use, after the teacher workday, school telephones, typewriters, duplicating machines, and audio-visual equipment, provided they are not being used or are not required for any school business or activity. Bargaining unit members may use such equipment only after completion of their workday.
- D. The Union will provide all supplies and shall promptly pay for all long distance calls and any tax attributable to the Unions long distance calls.
- E. The Union will assume financial responsibility for any loss or damage to school equipment that is caused by Union use.

5. Directory Information

By December 1 of each year, the Board shall provide the Union with a list of names, addresses, telephone numbers (if available), and building assignments of all bargaining unit employees.

6. Financial Documents

The Union has the right to receive one (1) copy of the budget and the annual appropriations.

7. Current Board Policy/Meeting Agenda

The Board will make available to the Local Union President a copy of Board Meeting Agenda.

8. Job Postings

The Board shall notify the Local Union President by the first day of the posting of all bargaining unit job postings and provide a copy of the posting available at the Board Office. Job Posting will be emailed to employees that have notified the employer of their address. Any postings during the summer months will also be emailed to the employee.

9. Annual OAPSE Conference

The right of release time for two (2) local delegates to attend the Annual OAPSE Conference with no loss of pay. This provision is limited to three (3) days. Requests must be submitted in writing to the Superintendent one week in advance. The Board of Education shall not be liable for any expenses associated with the attendance of said employee(s) to this meeting. Proof of attendance is required upon return to work.

10. Night Custodians/Union Meetings

Night custodians may request in advance from their supervisor one (1) hour to attend a union meeting. The Supervisor shall determine and inform the night custodian whether to come in one (1) hour earlier or stay one (1) hour later.

ARTICLE 4
RIGHTS OF INDIVIDUALS

1. Nothing in this document shall prohibit any classified employee from presenting views or grievances which affect his/her status in the District to the Superintendent in accordance with established procedures. The Superintendent may respond to the views presented to him/her by classified employees. Negotiations, however, shall be conducted according to this document.

2. RIGHT TO JOIN OR NOT TO JOIN:

It is further recognized that personnel have the right to join, not join, support or not support the Union, and membership shall not be a prerequisite for employment or continuation of employment of any of the staff.

ARTICLE 5
GRIEVANCE PROCEDURE

1. Purpose

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 of their grievances. Such procedures shall be available to all employees, and no reprisals shall be taken against any employee initiating or participating in the grievance procedure.

The Board and the Union also agree that this Grievance Procedure is not intended to be utilized to resolve all potential disputes between the Board and its employees.

As a result, only disputes that involve specific articles of this collective bargaining agreement are subject to the Grievance Procedure, as more fully explained below.

2. Grievance Defined

A grievance is a complaint involving the violation, interpretation, or specific application of this collective bargaining agreement. Specific articles must be referenced in the grievance.

Parties

A "Grievant" is the person or persons making the complaint. A "party of interest" is the person or persons making the claim and any person whom might be required to take action or against whom action might be taken in order to resolve the claim. The individual employee shall have the right to file a grievance.

Class Action Grievance

A class action grievance may be filed by the Union if a class or group of employees is affected by the grievance, and the matter is one that cannot be resolved by the employees building principal or immediate supervisor. The Union may submit such grievance in writing to the Superintendent, identifying the employees for whom the grievance is brought, and the processing of such grievance shall be commenced in Step Two. Not all involved employees need to be named to initiate a class action grievance.

3. Informal

Within twenty (20) days after the event, which precipitated the condition that the employee considers grievable, or twenty (20) days from when the employee should have knowledge of the event, the employee shall discuss the matter with his/her principal or immediate supervisor. He/she may do this along or with a Union representative present.

4. Step One - Formal

Initiation of Grievance

If the discussion does not resolve the complaint to the satisfaction of the employee, such employee shall file a written grievance with such employee's principal or immediate supervisor.

Time Limits for Filing a Grievance

Such written grievance must be filed within twenty (20) days after the employee should have had knowledge of the event that precipitated the complaint.

Completion of Grievance Form

The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the negotiated agreement allegedly violated, misinterpreted, or misapplied, and relief sought by the Grievant. (See Appendix)

Distribution of Grievance Form

A copy of such grievance shall be filed with the Superintendent, the President of the Union and the building principal or immediate supervisor.

Right of Employee for Hearing

The employee shall have a right to request a hearing before the principal. Such hearing shall be conducted within five (5) days after the receipt of such request.

Principals/Immediate Supervisors Response to Grievance

The principal or immediate supervisor shall take action on the written grievance within five (5) days after said hearing. The action taken and reasons for the action shall be reduced to writing and copies sent to the employees, the Superintendent, and the President of the Union by the principal or immediate supervisor.

5. Step Two

Appeal of Principals/ Immediate Supervisor Decision

If the action taken in Step One by the principal does not resolve the grievance to the satisfaction of the employee or no decision has been rendered by the principal or immediate supervisor within five (5) days after the due date of the written response to the grievance of the hearing, such employee may appeal in writing within five (5) days to the Superintendent with a copy of said appeal filed with the principal or immediate supervisor.

Hearing Before Superintendent/Designee

Upon request, a hearing shall be conducted by the Superintendent or his/her designee within five (5) days after the receipt of the request.

Decision of Superintendent

The Superintendent or his/her designee shall take action of the appeal of the grievance within five (5) days after receipt of the appeal, or if a hearing is requested, within five (5) days after the hearing. The action taken and the reason for the action shall be reduced to writing and copies sent to the employee, the principal/immediate supervisor, and the President of the Union by the Superintendent. (See Appendix)

6. Step Three Mediation

- A. In the event the grievance is not resolved at Step Two, the parties, by mutual agreement, may request that the issue be presented at a mediation conference. The Federal Mediation and Conciliation Service or State Employment Relations Board shall be requested to appoint one of its mediators to conduct the mediation conference.
- B. The mediation conference will be scheduled at the earliest date that the mediator, the parties and their representatives are reasonably available for such purpose. The mediation conference will be conducted informally. No record of the conference will be made and everything said at the mediation conference by the parties and their representatives will be regarded as settlement discussions.
- C. If the parties resolve the grievance through mediation, they shall reduce the terms of their settlement agreement to writing. Unless the Board and the Association agree otherwise, the resolution of the grievance through mediation shall be on a non-precedent basis.

7. Step Four – Arbitration

- A. In the event the grievance is not resolved at Step Three, or if no decision has been reached within five (5) days of the Step Three meeting, the Union may within fifteen (15) days of the Step Three meeting notify the Superintendent, in writing, of intent to submit to arbitration.

1. Appeal of Contractual Grievance

If the grievance has arisen under a violation, misinterpretation, or misapplication of the collective bargaining agreement, the decision shall be binding.

2. Appeal of Board Policy

If the grievance has arisen under a claimed violation, misinterpretation, or misapplication of established Board policies affecting classified personnel, the arbitrator's decision shall be advisory only.

A. Grievances Controlled by the American Arbitration Association Rules and Regulations (AAA)

Grievances submitted to arbitration shall be filed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) and the selection of the arbitrator shall be pursuant to such rules.

B. Scope of Arbitrators Authority

The arbitrators authority shall be limited in scope to the negotiated contract between the parties and as contained in F. 1 (a) and F. 1 (b) above. The arbitrator is specifically prohibited from making any decision, which is inconsistent with the terms of the agreement or contrary to law.

C. Cost of Arbitrators Services

The party in grievance whose position is not sustained by the arbitrator shall pay the fees and expenses of the arbitrator. Should the decision be one which does not wholly support either the Board or the Union, the arbitrator shall determine the party who shall pay the cost of the arbitrator.

8. Miscellaneous Provisions

A. Definition of Day

The term "day" is defined as a business day, excluding District-honored holidays. Timelines may be extended through mutual agreement of both parties.

B. Right to Pursue Contractual Matters Through Other Agencies

Nothing in this procedure shall be construed to deny the Union or its representatives the right to redress before an appropriate administrative agency

or through the courts. Nothing contained herein shall deprive any classified employee of any legal right which he/she presently has, provided that if a classified employee elects to pursue any legal or statutory remedy other than provided in O. R. C. 4117, such election shall bar any further or subsequent proceedings for relief under the grievance procedure.

C. Right to Representation

The aggrieved classified employee, the Board and/or the representative of either shall not be denied the right to advice, counsel, and or representation in any of the levels listed above.

D. Right to Withdraw Grievance

A grievance may be withdrawn at any level without prejudice or record.

E. Denial of Filing Grievance After Resignation

No classified employee shall file a grievance after the effective date of his/her resignation.

F. Processing of Grievance After Work Hours

Processing of grievances shall be during non-school hours, except as otherwise approved by the Superintendent, Board, and the Union.

G. Availability of Grievance Forms

Forms for processing grievances shall be made available through Union officers and building representatives.

H. Confidentiality of Grievance Process

While a grievance is in process of resolution, records of grievance proceedings shall be confidential information.

I. Right of Union to Proceed to Arbitration

In event that the Union does not wish to recommend support to the aggrieved, assistance may be provided to all individuals in the area of proper procedure. No grievance shall go to Step Three except with the consent of the Union (OAPSE State Office).

9. Failure of the Grievant/Union to strictly adhere to the time lines contained in this Article will mean abandonment of the Grievance.

10. Failure of the Board to strictly adhere to the time lines contained in this Article will advance the Grievance to the next level.

ARTICLE 6
NEGOTIATIONS PROCEDURE AND IMPASSE

1. Pursuant to Section 4117.14 (C) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in 4117.14 (C) (2-6) and any other procedures to the contrary.
2. The duty to bargain between the Board and the Union shall be limited to matters of wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining Agreement. The obligation to bargain does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.
3. Representatives of the Board shall meet with designated representatives of the Union to negotiate in good faith. Representation shall be of the Board and the Union. Representation shall be limited to six (6) representatives of each of the Board and the Union. Representatives of the Union shall be one (1) from each classification including the local Union President and may include an OAPSE Field Representative. Neither party in any negotiations shall have any control over the selection of specific negotiating representatives of the other party.

4. Request for Meeting

Upon receipt of written request for an initial negotiation meeting, either party will have five (5) days to reply to the request. A meeting date shall be agreed to following such initial request. Such initial request shall not be made earlier than ninety (90) calendar days prior to the termination date of the Agreement –

Submission of Issues

All issues for negotiations by the Union and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the first meeting, unless agreed to by both parties.

5. While no final agreement shall be executed without ratification by the Union and the Board, both parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. The parties further pledge themselves to negotiate in good faith.

6. While negotiations are in process:

A. The chairperson of either group may recess his/her group. A recess will be defined as at least one (1) calendar day, unless mutually agreed otherwise. Thereafter, a new meeting must be scheduled.

B. As items of negotiation receive tentative agreement, they shall be reduced to writing and initialed by the chairperson of each side.

C. Until all negotiations meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

D. The chairperson of either group may call for an independent caucus lasting no longer than one (1) hour unless a longer time is mutually agreed upon.

E. No one will be illegally coerced, censored, or penalized by a member of the other parties' bargaining team as a result of having served as a member in negotiations.

F. Mutually Agreed Upon Dispute Resolution Procedure.

Following a reasonable period of good faith bargaining, either party may declare impasse. Within five (5) days of the declaration of impasse, the parties will arrange for the services of a mediator from the Federal Mediation and Conciliation Service (FMCS). The parties will meet and confer with the mediator from FMCS for the purpose of trying to resolve the impasse as to all outstanding issues. The mediator shall not have the authority to bind the parties to a particular provision or set of provisions. If the impasse is not resolved following mediation, either party may distribute a status report concerning the negotiations. Following mediation, the Union may conduct a full day, every day strike. The Union agrees that it will not conduct a "partial strike." Employees in the bargaining unit shall not receive compensation from the Board of Education during the period of a strike.

G. When tentative agreement on all items is reached through negotiating, the outcome shall be reduced to writing and submitted to the Union for formal approval. The Union will accept or reject the tentative agreement within twenty (20) calendar days of reaching the tentative agreement on all issues. The Board of Education will act to ratify or reject the tentative agreement within twenty (20)

calendar days of being informed in writing of the Unions vote on the contract. The written notice of the Unions action on the tentative agreement shall be submitted in writing to the Superintendent.

- H. Upon ratification by the Union and the Board of Education, the agreement shall then be compiled into a booklet and signed by the parties and filed by the Board of Education with SERB. There shall be two (2) signed originals of any Final Agreement. One copy shall be retained by the Employer, and one copy by the Union. The Board shall post a copy on the district's website.

ARTICLE 7

PERSONNEL FILES

1. Each employee's personnel file will be maintained in the Central Office. In addition, copies of any material in this file may be kept in the office of the school to which the employee is assigned.
2. Employees shall be informed of any complaint by a parent and/or student, that is directed toward them which will become a matter of record. Anonymous letters or materials shall not be placed in the employees' file nor shall they be made a matter of record.
3. Each employee shall have the right, upon filing a written request with Superintendent, to review the contents of his/her own personnel file in the presence of the Superintendent or his/her designee. Arrangements shall be made for classified employees to review their file within a reasonable period of time, not to exceed one (1) week following submission of the request. A representative of the Union may, at the employees' request, accompany the said member in such a review. An employee shall be entitled to a copy, at his/her own expense, of any material in his/her file.
4. Personnel wishing to appeal material in their record as to its accuracy, completeness, relevance, or timeliness shall make a request in writing to the administrator delegated to maintain the records and specify therein:
 - A. name and date
 - B. material to be appealed.
 - C. reason for appeal

The responsible administrator shall hear the appeal and make a determination within ninety (90) days of the appeal in accordance with law. If employee is dissatisfied with the result of the appeal, s/he may attach a written rebuttal.

5. After a period of three (3) years, any negative material in an employees' personnel file may not be used against the employee for the purpose of job transfer and/or promotion.

ARTICLE 8

EMPLOYEE DISCIPLINE AND DISCHARGE

1. Reasonable efforts will be made first to resolve a discipline or performance problem between the immediate supervisor and the employee, depending on the nature of the problem. Reasonable efforts shall be made to administer discipline in private conferences. Discipline options may include: oral warning, oral reprimand, written warning, written reprimand, suspension without pay, suspension without pay pending termination, and /or dismissal.
2. Ordinarily, the first instance of misconduct by an employee may result in an oral reprimand from his/her supervisor or administrator. Further misconduct may result in a written reprimand. Further misconduct may result in suspension without pay or demotion, imposed by the Superintendent. Further misconduct thereafter may result in discharge.
3. Rules cannot be listed to cover every situation. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline.
4. A Union representative shall be permitted to attend, at the employees' request; any investigatory interview which a reasonable person would believe could lead to disciplinary action.
5. An employee may be disciplined or discharged only for "just cause" as defined by the law. The Superintendent may suspend an employee for up to five (5) workdays. Suspension longer than five (5) workdays would require Board of Education ratification. The Superintendent may suspend without pay pending termination if the Superintendent believes the character of the charges warrants such action.
6. Before imposing a suspension or discharge on an employee, the Superintendent or his/her designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. The employee has the right to be accompanied at the conference by one (1) representative of her/his own choosing. The conference will be scheduled as promptly as possible by the Superintendent. The Superintendent or his/her designee may impose reasonable rules on the length of the conference and the conduct of the participants. If the Superintendent or his/her designee

determines that the employees' continued employment prior to the conference poses a danger to person or property or a threat of disrupting operations, s/he may suspend the employee with or without pay pending the conference to determine final disciplinary action.

7. This Article exclusively governs the discipline and termination of employees. Employees may grieve discipline or discharge in accordance with the grievance procedure. This Article shall not apply to non-renewal of limited contracts.

ARTICLE 9

VACANCIES & TRANSFERS

1. Vacancies in any position for classified personnel shall be filled in accordance with the provisions of this article. A position is considered vacant when a new position is created or when an employee dies, resigns, is terminated, promoted, or transferred. Adding no more than two hours to a current position is not considered a vacancy and will not require the position to be posted, not to include bus drivers. The Board may increase a bus driver's workday up to one hour and will not be required to post the position. However, increases in a bus drivers workday that result in more than one hour will require the Board to follow the posting procedures set forth in this Article. Nothing in this article shall require the Board of Education to fill a vacant position. However, the Board shall not fill a position with a substitute employee, except on a temporary basis.
2. The office of the Superintendent or his/her designee will post notification of each vacancy for a period of seven (7) calendar days in locations where such information will be available to all employees. The notice of vacancy shall contain the type of position; qualifications needed, and anticipated number of work hours. The job description for the vacant position will be available for review by interested applicants. Any employee who meets qualifications and wishes to be considered for the position must notify in writing the office of the Superintendent or his/her designee within the time limitation as stated in the posted notice. All candidates who are regular employees within the classification will be interviewed by the administrator in charge. In filling vacancies, current employees in the same classification shall receive preference. When two or more applicants are equally qualified to perform the duties of the position, the one having the most seniority within the vacant classification, the applicant with the most system seniority shall be selected. The Superintendent will then select the qualified employee with the most seniority and award the position within thirty (30) days unless agreed upon by the OAPSE President.
3. If an employee in the same classification does not apply for the vacancy, then all present employees in other classifications that applied for the job will be considered

in accordance with the procedures in paragraph 2 above. The employer may decide within sixty (60) business days that the employee is not qualified and return him/her to his/her previous classification.

4. If no present employees bid the vacant position or if the vacancy is not filled in accordance with B and C above, the Board may then fill the position with a newly hired employee. The vacancy will be filled within thirty (30) days unless agreed upon by the OAPSE President. If a new employee is hired after December 1 he/she shall be extended a one-year contract at the conclusion of the initial partial contract, then proceed through the typical contract sequence.
5. If the Board creates a new classification within the bargaining unit, the Board shall give the Union notice of such fact and the Union shall have the right to bargain about the wage rate for the new classification in the next round of negotiations. The Board would set the initial wage rate for the new classification.
6. Necessary involuntary transfers from one building to another or from one position to another within the system shall be made for any purpose which in the judgment of the Superintendent or his/her designee is for the welfare of the school or the employee. Any employee, who is transferred, upon their request, shall be granted the courtesy of a conference with the Superintendent or his/her designee before the transfer is made. These transfers can be made at any time during the year.
7. If an employee changes classifications, they will be placed at Step zero (0) of the new classification.

ARTICLE 10 **LAYOFF AND RECALL**

1. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such layoff.
2. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements, insofar as is practical, of employees who resign, retire, or otherwise vacate a position. The Board of Education retains the unqualified right to non-renew employees.
3. When it becomes necessary to lay off employee for the reasons as stated above, layoffs shall be by classification seniority with the least senior employees laid off first. Classification seniority shall be determined by the number of years of experience in the classification, in the School District as determined by the date of the most current hiring by the Board as a regular classified employee in that

classification. In the case of identical classification seniority, the total number of years of experience in the school district, regardless of classification, will be utilized. ***Seniority shall not accumulate while an employee is on suspension.** Authorized leaves of absence do not constitute an interruption in continuous service.

4. Employees who have worked previously in another classification, and are subject to layoff, may displace another person in their previous classification(s) providing the displacing employee has more classification seniority than the displaced employee, and in the judgment of the Superintendent, the individual currently possesses the necessary qualifications for the position being sought. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:

Food Service Employees (including head cook, assistant cook, lunchroom worker, and cashier)

Bus Driver

Regular Aides (instructional, library, monitors (bus aide), clerical

Special Education Aide (Attendant, teacher assistant)

Custodian

Secretary

District Maintenance

Technology Maintenance

5. The Board of Education shall determine in which classification(s) the layoff should occur and the number of people to be laid off. In the classification(s) of layoff, employees on limited contracts shall be laid off before an employee in that classification employed under a continuing contract is laid off.
6. Twenty (20) days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in an accessible place at the Board Office, a list containing the names, seniority dates and classifications, and indicate which employees are to be laid off.

Each employee to be laid off shall be given two (2) weeks advance written notice of the layoff. At the time of the posting, a copy of the above mentioned list shall be sent to the Union President.

Each notice of layoff shall state the following:

- A. Reasons for the layoff or reduction
- B. The effective date of layoff.
- C. Statement advising the employee of his/her rights of reinstatement from the layoff.
- D. COBRA notification

7. For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list and names of all employees employed under limited contracts shall be placed on the reinstatement list in the reverse order of layoff. The names of all employee employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.
8. Vacancies, which occur in the classifications, shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.
9. The employees' name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a written notice of reinstatement shall be provided to the recalled employee. Said employee shall verify in writing the receipt of the notification (email, letter...). Seniority cannot be accumulated during this time.
10. An employee shall notify the Board of Education, during this period, if he/she has been employed elsewhere and desires to have his/her name removed from the list.

ARTICLE 11
EMPLOYMENT CONTRACT/JOB DESCRIPTIONS

1. The Board of Education requires for the mutual protection of the District and the classified employee that every newly employed person in a classified position including regular hourly rate and per diem classified employees sign an employment contract for a period of not more than one (1) year.
2. The employment contract shall include the term for which employment is contracted, the salary, and such other matters as may be necessary to a full and complete understanding of the contract. In order to ensure employment, the applicant must sign the contract and abide by the policies of the Board, which pertain to him/her.
3. Classified employees who are rehired shall be offered a two (2) year contract. After completion of the two (2) year contract, if the classified employee is rehired, the classified employee shall be on a continuing contract and the salary provided in the last contract shall be matched or increased but may not be reduced unless such reduction is part of a uniform plan affecting all classified employees of the District.
4. Notice of contract renewal must be given annually to each classified employee on or before June 1st.

5. The Board of Education will furnish each employee with a copy of the job description of their own classification. The Union will be furnished with copies of all job descriptions of positions in this bargaining unit. Each employee and the Union will then be furnished with a copy of the job description at any time any changes are made including the effective date of such change.

ARTICLE 12

CRIMINAL RECORDS CHECKS

1. When a candidate comes under final consideration for employment, the Board of Education will conduct a criminal records check on that candidate with the Bureau of Criminal Identification and Investigation (BCII). This criminal records check will be conducted on all final applicants for initial hiring in any bargaining unit position. This criminal records check will otherwise be conducted pursuant to and in accordance with Section 3319.311 of the Revised Code. Costs of the records check will be borne by the applicant. If the criminal records check shows that the applicant has been convicted of or plead guilty to any of the criminal offenses listed in R.C. 3319.311, he/she shall not be employed by the Board of Education. Any applicant who fails or refuses to cooperate in the criminal records check shall not be employed by the Board of Education. An applicant may be employed conditionally pending the results of the criminal records check. If the criminal records check contains a disqualifying conviction or a guilty pleas, the conditionally employed applicant may be summarily dismissed based upon the BCII report. The BCII criminal records check reports are not public records and are confidential. However, these reports may be reviewed by the Board of Education, school administrators, and the applicant who is the subject of the report.
2. All current bus drivers must submit to a criminal records check as required by State Law and regulations. Costs of these records checks will be paid by the Board. Employees may be subject to discipline up to and including summary dismissal based upon the results of the criminal records check.

ARTICLE 13

WORK WEEK/OVERTIME PAY

1. The workweek is defined as forty (40) hours for purposes of calculating overtime. Hours worked over forty (40) hours per week shall be paid at a rate of one and one-half (1-1/2) times the employees' regular rate or at the employee's option compensatory time and one and one-half times. All overtime shall be approved in advance by the Superintendent or his designee. All authorized paid absences, except paid holidays, shall not be counted for overtime purposes. Only those paid

holidays as designated in Article 18 shall be counted as hours worked for determination of overtime.

2. All regularly contracted employees shall receive payment at their regular rate of pay for required in-service meetings- not to include routine staff meetings and individual conferences.

ARTICLE 14 **ADDITIONAL WORK**

1. Any bargaining unit member that substitutes in another classification shall receive step zero (0) on the appropriate pay schedule.
2. Any bargaining unit member that works or substitutes in their classification shall work at their regular rate of pay.

ARTICLE 15 **ITEMS UNIQUE TO SPECIFIC CLASSIFICATIONS**

TRANSPORTATION:

Miscellaneous Issues:

1. The administration will be responsible for establishing all route times and periodically timing routes throughout the year. Significant changes, as determined by the administration, in routes may result in the re-timing of routes and thus re-establishing driver pay accordingly. An additional fifty (50) minutes will be added for pre-trip inspection/refueling/daily interior cleaning/exterior washing of bus as warranted/weather time/and delivery for routine bus service and maintenance delivery and mandatory staff meetings. Permission from the administration must be secured prior to delivering the bus for service. Any non-routine service shall be documented on a time sheet and shall be paid, if approved in advance by the Supervisor. Administration will supply cleaning materials (brooms, paper towels, window cleaner, etc.) when cleaning is done at the transportation office. In the event the **Transportation Supervisor** requires a driver to pre-trip a bus or buses more than once per day, the drivers shall be paid an additional fifteen (15) minutes per bus per day. Drivers at the end of the school year shall be required to do the following on his/her bus:

Remove gum and paper from wall and seat, wash the windows inside and out, wipe down dash and seats, sweep, mop floor, wash outside of bus, remove fire extinguisher, and work order any non-functioning equipment.

Drivers will be paid for all hours worked, on the teacher in-service day in order to perform beginning of the year cleaning on his/her bus. A list of cleaning items will be developed after August of 2008 for subsequent years.

2. Throughout the school year, when students move (either in or out of the district, re-assignments, etc.) resulting in changes to routes, the administration shall inform drivers of such change as soon as possible. It shall be the responsibility of route drivers to inform the administration of changes that occur as a result of students moving, etc. if the driver becomes aware of these before the change is made known to the administration. The administration will continue to provide drivers with names and addresses of all students assigned to their bus.
3. The Board shall pay for the abstracts of all regularly contracted bus drivers.
4. If a regular bus driver is assigned by the administration to drive a route in addition to their regular route, they shall receive their regular rate of pay for all hours spent driving routes that day.
5. Random Drug Testing will be conducted on site. As a result, this action should not prolong a driver's shift or necessitate adding time to a driver's day. In the event that this does occur, drivers will be paid their regular rate for any additional time needed to complete random drug testing.
6. All drivers will be given a combination to access a key to unlock the fuel bay.
7. The Board shall follow the guidelines for pre-trip recertification in OAC 3301- 83-11.2010 revised.

Extra Bus Trips for Regular Contract Drivers:

1. There are times when bus drivers are needed for field trips or extracurricular trips. The Board reserves the right to assign any of its employees who hold a current bus drivers certificate to drive school buses or otherwise transport students and other participants on these types of trips only if a regular driver is not available. When a regular contract bus driver is to be used on an extra trip, the administration has the authority and responsibility to assign the bus and driver for a given trip according to #3 of this section. Trips are to be assigned according to the date and time of the next departure. Extra trips may not be traded among drivers. Overnight trips will be offered to regular drivers first, then to a substitute driver. If an overnight trip or day trip conflicts with a drivers AM or PM routes s/he will only be paid at their regular rate of pay for time spent driving his/her AM or PM routes on that day. The driver shall have the option to drive either their AM or PM route and take a pay deduction for the part of the route s/he did not drive. That regular driver will also receive trip rate in accordance with paragraph 2 of this Article for the overnight trip. The driver

shall receive his/her trip papers within forty-eight hours after the trip meeting or the acceptance of the trip.

2. Extra duty bus trips will be paid at the established trip rate (from when the bus is scheduled to leave the storage to when the bus returns to the storage). In addition, for trips scheduled on non-contract days, regular contract drivers will receive a payment of twenty (20) minutes per extra trip for pre-trip inspection, post-cleanup. On overnight trips, drivers will be paid at the established trip rate for travel time (from when the bus is scheduled to leave the storage to when the bus returns to storage), and at least eight hours per day on overnight trips will be unpaid (as sleeping time).
3. Each year a list of regularly contracted drivers who are willing to drive extra trips will be established and maintained in the Transportation Office. By August 1, drivers will submit a written statement indicating a desire to be placed on the trip lists. The rotation list shall be initially organized according to seniority (defined as years of continuous service as a regularly contracted bus driver within the Graham Schools System). Drivers submitting an initial written statement for that year after August 1 will be placed at the bottom of the trips lists. A weekly meeting will be held to assign trip requests received in the office up to that time. Trips will be assigned no more than two weeks in advance. Drivers must be in attendance and prepared to provide a definite yes or no answer as to the willingness to accept any trip offered at that time. A driver may only be excused from the weekly trip meeting if they are driving an assigned district route or trip during the scheduled meeting time, have an emergency and have contacted the Transportation supervisor to receive approval, or have received prior approval from Supervisor due to an extenuating circumstance. If a driver is excused for one of the above reasons a written notice may be turned in to the Transportation Supervisor that states the driver's willingness to take trips assigned at that meeting. The notice must also state the day and time they prefer or they will be assigned any trip that comes up to their place on the rotation list. (If the driver is not present and there is no knowledge of their interest in a pending trip, then that driver will be passed over and will be considered as having denied a trip.) When a regularly contracted driver is needed for a trip request that must be assigned prior to the next assignment meeting, the next regularly contracted driver on the list will be called. Drivers that cannot be reached during this time period must wait for the next available trip as their turn comes up on the rotation list. The Transportation office will maintain records as to order of calls and attempts to contact drivers. If the driver accepts the trip then the trip will be counted to their place on the rotation list. A written record listing dates and time of trips and drivers assigned will be maintained and posted for driver inspection in the Transportation Office.
4. If a regular driver's trip is canceled, that driver will be offered the next unassigned trip that s/he can take the next trip that is not during his/her route time. Drivers shall be notified as far in advance as possible when cancellations are necessary. If an

extra trip is canceled and the driver is notified before the bus leaves storage, no obligation is incurred.

5. If a driver cannot drive an extra trip (which has previously been accepted) due to an emergency (personal or family illness or accident) he/she must notify the administration of the nature of emergency as soon as possible. The administration will arrange for next regular driver to take the extra trip according to the rotation list.
6. When on an extra trip, the driver and the bus must remain at the event. The driver may leave to get something to eat (breakfast, lunch, dinner) if s/he has been given prior permission from his/her supervisor and s/he informs the responsible staff member. The driver shall notify the responsible staff member upon return. Every effort will be made to notify the driver in advance of the trip if such trip would likely require the driver to pack food if it is known that: (1) it is an extended trip, and (2) no food would be available on the premises of the event.
7. Chaperons O. R. C. 3301-83-16

One or more adult chaperons, as approved by the school bus owner or designee, shall accompany each school bus required for any non-routine trip involving school-age passengers. The Chaperons responsibility shall be to assist the school bus driver in maintaining passenger control and in enforcing procedures for the safety of all passengers. A certified person licensed as a school bus driver may serve as a chaperon and driver concurrently.
8. Bus Drivers, if possible, shall be given a two (2) week notice of the first staff meeting of the year.

CUSTODIANS:

1. Each year a list of regularly contracted custodians who are willing to work events outside of regular hours will be established and maintained by the Supervisor. By August 1, custodians and maintenance personnel will submit a written statement indicating a desire to be placed on the extra duty lists. If additional time is going to be offered to Custodians, a separate rotation list, according to building, shall be maintained by the administration for custodians who opt to work additional time. Additional time/overtime assignments shall be adhered to as follows:
 - A. Classification and seniority in building
 - B. Classification and seniority system wide
 - C. Outside classification (e.g. Maintenance) system wide
 - D. Substitute custodian or maintenance.
2. With the exception of calamity days, custodians who are called in to work on what

would normally be a day off shall receive a minimum of one (1) hour call in pay.

3. If a custodian is off work, the administration reserves the right to utilize the District Maintenance-Custodial Worker to fill that temporary vacancy, prior to offering that shifts work to other custodial staff in that building. If a custodian is off work in a particular building, another custodian on another shift may be offered the option to work a different shift prior to calling a substitute.
4. If there is an eight (8) hour position open due to an extended absence of one (1) week or more, for which prior notification has been given, the least hour most senior employee in the system shall be offered the opportunity to work the eight (8) hour shift and a substitute will be retained for the least hour position.
5. If work will need to be done during a specific shift, that custodian assigned to that shift cannot perform, the custodian may be temporarily transferred to another shift and/or building during the need of this work to be done.

CAFETERIA:

1. In the event of absence of the Head Cook for a period of sixty consecutive days, the Assistant Cook shall be expected to assume the additional hours, as provided for in their job description, at the Head Cooks rate of pay.
2. When the Assistant Cook is on any authorized Leave, the Assistant Cook's work will be offered to those part-time food service employees who are not regularly scheduled to work a full shift, and who work in the same classification and in the same building as the absent cook. An employee who assumes the work of the Assistant Cook on leave shall be paid for any additional hours at their current hourly rate.
3. Extra work for school and community groups shall be offered at their regular rate on a rotating basis to any cafeteria employee wanting to work them. There shall be a sign up roster maintained by the administration. Each employee shall be offered their turn in a rotating manner, with employees who work in the building where the event is to be held being offered the work first. If no cafeteria employee signs up for the event or an insufficient number of cafeteria employees sign up, the work may be performed by substitutes if no substitutes are available for the event. The least senior cafeteria staff member in the building where the event is being held will be required to work the event. Once a cafeteria worker is assigned to work an event, in this instance the next least senior cafeteria staff person will be assigned to the next event if no substitutes are available. This rotation will continue only in the event that no substitutes are available.

4. Board to provide board-owned aprons/smocks.
5. One (1) hour minimum Call-In Emergency pay.

ARTICLE 16
PROFESSIONAL GROWTH

1. Upon prior approval of the Superintendent, professional leave may be granted with reimbursement for approved expenses.
2. Professional leave may be requested in the following manner:
 - A. Upon individual employee request;
 - B. Upon the recommendation of the administrator or Superintendent.
3. The extent of professional leave available shall be governed by an annual professional leave budget assigned to each building/departure upon the recommendation of the Superintendent.
4. Requests for leave shall be submitted on proper forms at least two (2) weeks prior to the date of leave. If disapproved, reason for disapproval will be given to the employee.
5. The request for leave shall include an estimate of expenses and brief outline of the objectives of this particular professional participation. If approved expenses are less than the estimated expenses requested, or if the total of all estimated expenses requested exceeds the maximum as specified in Paragraph E, the employee shall be so notified on a copy of the application returned to them.
6. Payment for amount of expenses (up to a maximum of \$165 per individual per conference to include registration fees, meals, and mileage at the IRS rate) incurred, which were approved at the time of the application, will be made upon submission of a professional leave expense report along with the necessary accompanying receipts.
7. Exceptions to the above regulations for programs funded by Federal, State, Local, or private grants or program funds shall be made at the discretion of the Superintendent.
8. A short written statement indicating the extent to which stated objectives of the professional participation were met shall be included in the space provided on the professional leave expense report. This statement along with expense report and receipts must be filed with the Treasurer within thirty (30) days of the date the professional meeting was attended.

ARTICLE 17
CALAMITY DAY

1. Employees shall suffer no loss of pay as a result of school closings due to inclement weather, epidemic, or other public calamity.
2. Dependent upon State Law, all calamity days may not necessarily be made up. Rescheduled days will not be cause for additional compensation.
3. Employees who are required to work on a calamity day shall be compensated for all authorized hours worked in addition to their regular calamity day pay. Such compensation shall be at the employee's regular straight-time hourly rate or by hour-for hour compensatory time off, as determined by the Superintendent. Such compensation shall not be pyramided with any overtime or other premium pay. Compensatory time may be taken with administrative approval to time and date.
4. Those employees who perform services directly to students (i.e. bus drivers, instructional aides) may not be required to report to work unless specifically informed by the Superintendent or their designee to do so. Compensation shall be in compliance with Section 3313.48 and 3317.01 of the Ohio Revised Code.
5. Those employees who perform services which are not rendered directly to students (i.e. secretaries, maintenance personnel, network administrator/technology assistant and custodians) shall be required to report to work as soon as conditions permit.
6. The Superintendent shall have the authority to decide when these employees shall not be required to report to work and he/she (the Superintendent or his/her designee) shall be responsible for informing the employee of the "No Work" schedule. Custodians and secretaries are to work a full-day unless advised otherwise by the Superintendent or his/her designee. Custodians and secretaries who do not report for work on calamity days may be docked for hours not worked. If the employee is unable to report, he/she must immediately contact his/her Supervisor.

ARTICLE 18
HOLIDAYS

Designated Holidays

1. All employees employed on a twelve (12) month basis who work the scheduled day before and the scheduled day after shall be entitled to the following paid holidays at their regular rate of pay:

New Years Day

Independence Day

Martin Luther King Day	
President's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Christmas Eve	Christmas
New Years Eve	

- All employees employed on a nine (9) or ten (10) month basis shall be entitled to the following paid holidays at their regular rate of pay:

New Years Day	Thanksgiving Day
Martin Luther King Day	
President's Day	Christmas Day
Good Friday	Labor Day
Memorial Day	

Holidays on Saturdays or Sunday

Should any of the designated holidays specified above fall on a Saturday, it shall be celebrated on the preceding Friday. Those holidays which fall on a Sunday, shall be celebrated on the following Monday.

Holiday Pay Qualification

In order to qualify for any of the above defined holidays with pay, the employee must have accrued earnings on his/her next preceding and next following scheduled workdays, or be properly excused from attendance at work on those days.

Compensation for Working Holidays

When an employee is required by his supervisor to work on a paid holiday, s/he shall be paid at his/her regular rate of pay, plus payment of one and one-half (1-1/2) times regular rate for hours actually worked on the holiday.

Holiday during Vacation

In the event a paid holiday, as above defined, fall within a requested vacation period for an eleven or twelve month employee, that day shall be accounted for as a paid holiday and shall not be deducted from the employees vacation days.

ARTICLE 19
PAID VACATIONS

- All twelve (12) month employees shall be eligible for paid vacations in the following manner:

.834 per month for years 0 through 10
1.25 per month for years 11 through 20
1.667 per month for years 21 and beyond

2. Eligibility for vacation shall be determined on the anniversary date of employment and may be taken at a time approved by the Superintendent or his/her designee.
3. Employees may accrue unused vacation for three (3) years. Upon separation from employment, a non-teaching employee must be paid for all accrued and unused vacation leave accumulated for the past three (3) years preceding separation. The same rules apply for an employee who dies.
4. In a building or department where more than one (1) employee is working, the employee with the most seniority shall have the first choice for vacation scheduling.

ARTICLE 20 **JURY DUTY**

1. The Board of Education will ensure all classified employees against loss of pay occasioned by a call to jury duty.
2. Should a classified employee be called for jury duty, s/he shall immediately report same to the Supervisor or Superintendent. Classified employees called for jury duty shall be permitted to serve and will not be penalized in any way for doing so. They will receive full pay, if they endorse the check received from the court or pay the amount shown on their record slip within thirty (30) days of return from jury duty.
3. While on jury duty, classified employees are required to report daily their schedule for the following day, and must report to work when excused for a day or more or suffer loss of pay.
4. Classified employees must submit to their supervisor a record from the court of the number of days served.

ARTICLE 21 **WITNESS FEE**

1. If the employee who is absent in response to a subpoena or other legal document compelling attendance for a civil or criminal trial, administrative hearing, or deposition shall have deducted from his/her salary the amount of any witness fee or other compensation for serving as a witness or deponent, exclusive of any reimbursement paid specifically for expenses incurred by reason of testifying as a

witness or deponent. In other words, for each day of service as a witness or deponent which otherwise would have been a workday, part-time or full-time employees will be paid their regular compensation per diem minus any witness fees.

Witness duty shall not be charged to the employee's sick leave or persona leave. In order to be eligible for witness duty pay, the employee must notify the principal, Supervisor or Superintendent in writing in advance of the upcoming witness duty. A certificate signed by the classified staff member and stating the amount received, if any, for serving as a witness or deponent must be submitted by the classified employee to the Treasurer within fifteen (15) days of the date the testimony was taken.

2. If the employee is absent in response to a subpoena or other legal document compelling attendance in a proceeding in which the employee or union is an adverse party to the Board of Education, any individual Board member, or administrator, the employee will be granted unpaid of leave for all days of such compelled attendance. However, if the employee or union prevails in the proceeding, the Board will reimburse their pay for such compelled attendance.

ARTICLE 22

ASSAULT LEAVE

1. An employee who is required to be absent due to their physical disability resulting from an unprovoked assault which causes physical injury to the employee which requires medical attention, and occurs in the course of Board employment while on duty on school grounds during school hours or when the employees attendance at a school-sponsored function is required, shall be eligible to receive assault leave.
2. The employee shall supply a certificate from a licensed physician stating the nature of the disability and its duration. The employee shall supply a signed statement on prescribed forms indicating the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault,(if known), and the facts surrounding the assault. Falsification of a statement is grounds for suspension and/or termination of employment.
3. Upon determination of eligibility by the administration, such leave shall be granted, not to exceed ten (10) working days. Daily wages will be received by the employee while on assault leave. Assault leave will not be charged against sick leave or other leave.
4. All fringe benefits applicable to the employee in force (prior to the incident) will continue per the negotiated agreement during the assault leave.

ARTICLE 23
PERSONAL LEAVE

1. Employees shall be granted three (3) days with pay for personal leave. Notifications and requests for the use of personal leave shall be submitted to the building principal or supervisor at least four (4) school days in advance of the day(s) requested.
2. Personal leave days may be used by a classified employee for personal obligations and situations, which in the judgment of the person are necessary and compelling; that is, for obligations and situations that cannot be handled when school is in session.

The following conditions shall pertain to the use of personal leave:

- A. Days to be taken during the months of August through March shall require only notification through the online employee kiosk. Days to be taken during the months of April through July shall require approval of the administration, and shall be submitted through the online employee kiosk.
 - B. Notifications and requests shall be presented to the supervisor or building principal at least four (4) school days in advance, except in the event of an emergency.
 - C. Personal leave is not to be taken on the first day of school, the last day of school, or the day before or after a student holiday or employees vacation period, or to extend vacation, or the day before or after a teacher workday or waiver day, unless for some emergency or unforeseen circumstance, with the approval of the Superintendent.
 - D. Personal leave may be used in whole, half, or fourth days.
 - E. Personal leave shall not be used in an unprofessional manner so as to project a poor image of the individual to the school or community.
 - F. Unused personal leave days as of June 30 of each year will be converted to sick leave days. One (1) personal day to one (1) sick leave day.
3. Unused personal leave days as of June 30 of each year will be converted to sick leave days, or at the sole discretion of the member, cashed out at the rate of \$500 if the employee has taken 0 sick days, \$400 if the employee has taken 1 sick day and \$300 if the employee has taken 2 sick days, for all of the three (3) accrued, but unused days.

ARTICLE 24
SICK LEAVE

1. All members of the bargaining unit shall be entitled to one and one-fourth (1-1/4) days of sick leave per month of employment for a total of fifteen (15) days per year. Sick leave will not accumulate during an unpaid leave of absence.
2. Sick leave days shall accumulate to a limit of 240 days. Sick leave may be used in 1/4 day increments.
3. All employees shall furnish a written, signed statement on forms prescribed by the Board of Education, to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when the physician was contacted. Falsification of a statement is grounds for suspension and/or termination of employment.
4. In the case of any absence because of injury or illness on the part of the employee which exceeds five (5) days, a signed statement if attended by a physician or surgeon must be submitted, covering the entire period of absence, and shall certify the employees ability to return to work.
5. Each employee shall be entitled to five (5) days of sick leave at the beginning of the school year regardless of whether the amount has accumulated. However, these five (5) days shall constitute a part of total days for which employees are eligible during the year.
6. Any employee who transfers from one public agency within the State of Ohio to another shall be credited with the amount of sick leave that has accumulated to his/her credit up to 225 days for classified staff. When an employee's service with the Board of Education is terminated for reasons other than retirement, s/he will not be reimbursed for unused sick leave. However, if s/he returns to employment at Graham, s/he will be given credit for sick leave accrued at the time of termination, provided it was not transferred to another public agency.
7. An employee who has been granted a leave of absence without pay shall retain his/her accumulated sick leave when s/he returns to the employ of the Board. An employee may draw against his/her accumulated sick leave for absences resulting from personal illness, exposure to contagious diseases that could be communicated to other individuals, pregnancy, injury, and for absence due to illness or injury within the employee's immediate family. Immediate family is defined as the employee's mother, father, grandchild, grandmother, grandfather, mother-in-law, father-in-law, brother, sister, husband, wife, child (including step or foster parent or child) or other blood relative living as a permanent resident of the employees household. Extensive absence due to family illness in the family must be approved by the Superintendent.

8. In case of death if the family, an employee shall be allowed to use accumulated sick leave as follows:
9. In the event of death of parent, child, spouse, sister or brother, grandchild, or in the event of death of any relative who is a permanent resident of the employees home.
10. To attend the funeral of any relative not previously mentioned one (1) day. The Superintendent of Schools may grant an additional day or additional days of absence.
11. Sick leave may be used for pregnancy and related childbirth conditions that prevent the employee from performing her job duties. Graham School District shall allow such pregnancy sick leave to be used provided:
12. The employee submits written application to the Superintendent of Schools for such leave, specifying the time limits and accompanied by a physician's statement of confirmation, the latter to include an evaluation that continued employment after that required effective date will be injurious to the health of the employee.
13. The written application should be submitted at least thirty (30) calendar days before the leave should start, in order that proper administrative procedures can be followed to find a replacement.
14. The employee has accumulated the required number of sick leave days prior to the request.
15. Leave of absence without pay may be granted by making written application in accordance with Section 3319.13 of the Ohio Revised Code, or under provisions of the Family and Medical Leave Article. The application shall be submitted to the Superintendent.
16. If at any time during the pregnancy the Superintendent is of the opinion that such employee is unable to satisfactorily perform her duties by reason of said pregnancy, the Superintendent may request such employee to furnish to him/her a certificate in writing by her physician that such employee is physically and mentally able to continue her service.

ARTICLE 25
FAMILY AND MEDICAL LEAVE

1. The Board will follow all Federal laws as outlined by the Family and Medical Leave Act (FMLA).

ARTICLE 26
UNPAID LEAVE OF ABSENCE

General Provisions

1. Any approved leave covered by this Article shall not constitute a break in the employee's service, but the employee shall not be credited with seniority for such leave. Upon return to active employment, the employee shall be returned to a position in the same classification s/he held when the leave was granted, subject to provisions of this Agreement regarding Reduction in Force.
2. If an employee goes on an unpaid leave of absence, the Board may hire a person temporarily to replace the employee on leave. The Board retains the authority under statute to terminate the employment of a person who was hired exclusively for the purpose of replacing an employee on leave when such employee returns from leave.

Short-term Leave

1. Employees shall make written application to the Superintendent for leave without pay. Application for leave without pay must be submitted to the Superintendent in advance of the requested day(s) off and must explain why the unpaid leave is needed. A request for a single day of leave without pay should be an infrequent occurrence to address extraordinary circumstances. After reviewing the circumstances, the Superintendent will grant or deny the request for unpaid leave and so notify the employee requesting the leave. If a request for unpaid leave has been unpaid leave day, without other valid excuse, the employee is subject to discipline, up to an including termination.

Long term Leave

1. The Board may approve a request by an employee for an unpaid long- term leave of absence of up to two (2) years. An employee may continue group insurance coverage at his/her own expense while on such approved leave.

Prior to requesting an unpaid long- term leave, if applicable, the employee must first request and utilize Family and Medical Leave.
2. Employee shall make written application to the Superintendent for long-term leave without pay. Application for leave without pay must be submitted to the Superintendent in advance of the requested unpaid leave and must explain why the unpaid leave is needed. After reviewing the circumstances, the Board will grant or deny the request for unpaid long-term leave and so notify the employee requesting the leave.

Medical Leave of Absence

1. An employee who has exhausted his/her sick leave and Family and Medical Leave may request an unpaid Medical Leave of Absence. The Board shall not deny any reasonable request for such leave, which is adequately supported by medical documentation. The employee may also request to use all or part of his/her eligible vacation leave before going on a Medical Leave of Absence.

ARTICLE 27 **LIABILITY INSURANCE**

1. The Graham Board of Education shall furnish, at Board expense, liability insurance coverage as provided in O. R. C. Section 2744.07.

ARTICLE 28 **HEALTH INSURANCE**

1. OAPSE Local #260 agrees to accept all insurances as negotiated by the Graham Education Association. If during negotiations with the certified staff talks break down and agreement cannot be reached, OAPSE will meet with the Board to continue to negotiate Health Insurance Benefits.

ARTICLE 29 **SECTION 125 PLAN REGULATIONS**

1. Because a Section 125 plan provides current tax savings, they are governed by the Internal Revenue Code. One requirement under the Code is that the participant may not change his/her election or the amount he/she contributes to the plan until the end of the year, unless there is a change in family status.
2. A change in family status for these purposes includes the following:
 - a. Marriage
 - b. Divorce
 - c. Death of spouse or dependent
 - d. Birth or adoption of a child
 - e. Loss of dependent(s) eligibility in employees plan
 - f. Change in spouses eligibility for coverage under spouses employers plan

Spouse becomes eligible for his/her employer's plan as a result of new

employment, change to full-time status, or returning to work from unpaid leave of absence.

Spouse becomes ineligible for his/her employer's plan as a result of loss of full-time status, or returning to unpaid leave of absence.

Documentation of change in family status is required as well as documentation from spouse's employer if applicable.

In all cases, the benefit changes requested must be consistent with the family status change.

Application for such a change must be made within 30 days of the event by completing a new enrollment form in the Treasurer's Office.

3. If employee contributions for the elected benefits are increased or decreased while this agreement remains in effect, his/her pay reduction will automatically be adjusted to reflect that increase or decrease.
 - A. Adjustments due to a pay increase/decrease will automatically be part of the Section 125 pre-tax contribution.
 - B. Adjustments in rate contribution to fund the Plan will automatically be part of the Section 125 pre-tax contribution when adopted on July 1, the anniversary of the plan year.
4. Each year, the participant will have the opportunity to change his/her election for the following plan year (July 1 through June 30); may revoke his/her election by completing a new election form. If he/she does not complete and return a new enrollment form, he/she will be deemed as having elected to continue the benefit coverage then in effect for the new plan year (July 1 through June 30). In addition, the pre-tax deduction (employee share of premium) agreement will continue by its term in the amount of the required contribution for health insurance premium.
5. The Plan Administrator may reduce or cancel the amount of the participants pay reduction or otherwise modify this agreement in accordance with the plan if the Plan Administrator believes it is advisable in order to satisfy applicable provisions of the Internal Revenue Code.
6. New hires to the district will be eligible to make application for participation upon their effective date of employment up to September 1 of that year.
7. Participation in this Section 125 Premium Conversion Plan shall be only for the purpose of reducing salary in order to pay the employees share of insurance premiums on a pre-tax basis.

ARTICLE 30
LIFE INSURANCE

1. The Board of Education agrees to the purchase of \$50,000 of term life insurance for all employees.
2. The Board will permit individual employees to pick up additional coverage for themselves, their spouse and/or their dependent child(ren) on this policy subject to the rules of the carrier. The total cost of additional coverage will be paid by the employee through payroll deduction.

ARTICLE 31
TAX SHELTERED ANNUITIES

1. New enrollments, changes of annuity companies, and addition of annuity companies shall be accepted only during the month of September. At least five (5) employees must be signed up before a new annuity company is submitted to the Board of Education for approval to be added to payroll deduction. All companies must be approved by the Superintendent of Insurance of the State of Ohio and must agree to comply with administrative rules and procedures for the issuance of tax-sheltered annuities as approved by the Board.
2. Changes of reduction amounts shall be accepted only during the months of September or January with effective dates of first pay in October or February, respectively. In accordance with the IRS regulations, a tax sheltered annuity agreement generally may not be altered or revised more than once during a calendar year. Payroll reduction amounts must be submitted in writing to the Treasurer on an approved form.
3. Cancellation of payroll deduction for an annuity plan may be made at the employees discretion provided such change is submitted in writing to the Treasurer by the cut-off date on the payroll schedule when the cancellation is to take place.
4. Salary reduction contributions to a tax sheltered annuity program are subject to a number of legal limits. Maximum contribution compliance shall be the responsibility of the employee.
5. Participation in the program is completely voluntary and not required in any way. All rights under the annuity contracts are enforceable solely by the employee (e.g. the employee decides when to make withdrawals or loans, whom to appoint as beneficiary, etc.)
6. OAPSE Local #260 agrees to indemnify and save the Board and/or its

representative harmless against any and all claims, except by reason of clerical error, that may arise out of or by reason of action taken by the Board in carrying out the provisions of this section.

7. It shall be understood by all parties that the Graham Board of Education makes no endorsement of any company, their representatives, or any annuity program.

ARTICLE 32 **DUES DEDUCTION**

1. The Board agrees to deduct Union dues for every employee who authorizes the Board to do so in writing, such dues shall be deducted in eighteen (18) equal installments. Once deducted, such dues shall be sent to the OAPSE State Treasurer within ten (10) working days of the time such deduction is made, along with a list showing the names of the employees and the amount deducted. A copy of said list shall be sent to the Treasurer of OAPSE Local #260.
2. Enrollment for dues deduction shall be made upon the submission of signed statement of authorization submitted to the Treasurer of the Union. Dues deduction authorization may be revoked by an employee during the last thirty (30) days of this Agreement. Written notice of revocation shall be executed and served upon the Treasurer of the Board, the OAPSE Local Treasurer, and the OAPSE State Treasurer between said dates.
3. Local union dues shall be deducted only from the last pay in September. New hires after that pay date would need to pay local dues directly to the local union personally and not via payroll deduction.
4. The Union agrees to indemnify and protect the Board and its representative against any and all claims and/or expenses that may arise out of or by reason of actions taken by the Board in connection with this Article.

Fair Share Fee

Full Fair Share will be implemented by July 1, 2015. In recognition of the Union's services to the bargaining unit, employees who are not Union members, anyone hired after July 1, 2010 will share in the financial support of the Union by paying to the Union a service fee equivalent to but not to exceed the amount of dues uniformly required of member of Local #260 of the Ohio Association of Public School Employees. The payment of dues or a service fee shall be a condition of employment. In lieu of Fair Share Fee, an employee may make an equivalent contribution to a charitable organization.

- A. Individuals in the bargaining unit hired during the effective or amended

terms of this Agreement, will within sixty (60) calendar days of employment, pay to the union the dues or the service fee calculated on a pro-rated basis from the date of employment.

- B. It shall be the responsibility of the Union to prescribe an internal rebate procedure for rebate of monies spent on political or ideological matter opposed by the unit member which are not related to the purposes of administration of or negotiating the Agreement or grievances.
- C. Payments by unit members holding religious conscientious objection shall be governed by O.R.C. 4117.09.
- D. The Board's obligation to deduct the service fee shall terminate upon a change to a position outside of the bargaining unit.
- E. Employees laid off and recalled within the five (5) year window which expires June 30, 2015 will maintain their prior status. Both the Association and the Board agree that this five (5) year term super cedes the three year limit imposed by O.R.C. 4117.09 (E).

5. PEOPLE

The Board agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for by written authorization. Such authorization must be executed by the employee and may be revoked at any time by giving written notice to both the Board Treasurer and the OAPSE State Office. The Board agrees to remit deductions promptly to the OAPSE State Office together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance, provided 5 or more employees authorize such deduction. The Board will submit a check separate from the employees Union dues deductions.

ARTICLE 33
SALARY REDUCTION PICK-UP

- 1. The Board of Education shall contribute to SERS, in addition to the Boards required employer contribution, an amount equal to each classified employees contribution to SERS in lieu of payment to such employee, and such amount contributed by the Board on behalf of the classified employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such classified employee. This shall apply to all classified employees and shall include earnings, sick leave, severance, vacation, supplemental and extended service pay and insurance and

insurance benefits which are indexed to or otherwise determinable by reference to the employees rate of pay. If at any time the rules or regulations of the IRS and/or SERS change, this provision shall be amended to be in compliance with the law and SERS regulation. The employee agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provisions of this section.

ARTICLE 34 **SEVERANCE**

1. Severance pay will be paid to those eligible classified employees who retire from active service with Graham Schools. Payment shall be made after notification and application from the employee to the Board that the employee's retirement is active with the School Employees Retirement System. Applications for severance pay shall be made within ninety (90) days after retirement.
2. The Board shall pay any employee with ten (10) or more years of service experience who elects to retire, payment in cash for twenty-five (25) percent of the value of accrued but unused sick leave up to a maximum of to sixty (60) days.
3. Such payment shall be based on the employee's daily rate of pay at the time of retirement. Such payment shall be made only once to any such employee and shall eliminate all sick leave accrued by the employee at that time.
4. Should the employee die within the period of time between the employees written notification to the Board of his/her intention to retire and the effective date of the employees retirement, the severance payment as determined above, to which the employee would have been entitled shall be made to the employees estate.

ARTICLE 35 **WAGES**

1. The Board shall add a step 27 to each classification. This step shall be 1.25% higher than the step 25 rate.
2. The trip rate for the contract period will be \$10.00 per hour driving time and \$8.00 per hour waiting time (with a minimum of one hour plus pre-trip time). The trip rate for Saturday, Sunday or Holiday will be \$12.00 per hour driving time and \$8.00 per hour waiting time (with a minimum of one hour plus pre-trip time).
3. Add \$.15 per hour to all classifications except bus drivers, add \$.25 per hour to bus drivers hourly wages, and add \$.50 to maintenance staff hourly wages.

4. There will be a 1% across the board wage increase for the following years: 2013-2014, 2014-2015 and 2015-2016.

ARTICLE 36
NO LOCK-OUT/NO STRIKE

1. Bargaining unit employees shall not be locked-out of work, nor for the duration of this agreement shall Bargaining unit members take part in any strike, slowdown, walkout, work stoppage, or other concerted interference with or withholding of services from the Board. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Board is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

ARTICLE 37
COMPLETE AGREEMENT CLAUSE

1. This Agreement expresses the complete understanding and agreement of the parties on all matters pertaining to or affecting wages and other compensation, working conditions, hours of work, and all other terms and conditions of employment; and the parties hereto specifically waive any rights which either may have to require the other to bargain collectively with it during the life of this Agreement on any subject of collective bargaining whether or not written in the Agreement. The Board of Education retains those rights inherent to or previously exercised by it except as specifically limited by this Agreement. It is acknowledged and agreed that during negotiations, which resulted in this Agreement, the Association had the free and unlimited opportunity to make proposals and present demands relative to all proper subjects of collective bargaining. Therefore, the Association agrees that, during the life of this Agreement, the Board of Education shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08 (C) of the Revised Code or the Board of Education Rights clause of this Agreement.

ARTICLE 38
SICK LEAVE DONATION

1. Any eligible staff member, having exhausted all of his/her accumulated sick leave may be eligible to receive sick leave days donated in accordance with the following provisions:

- A. A classified employee wishing to receive donated sick leave must request an application form from the Treasurer's Office, complete the form, provide requested documentation, and submit the completed application to the Superintendent for consideration. Each application will include, but not limited to, the following information:
1. Description of illness/injury
 2. Physician(s) statement as to the condition and need for additional sick leave
 3. Projected date of return to duty
 4. Explanation of previous sick leave usage
 5. Any other pertinent information that the applicant can submit to facilitate the determination as to whether or not such leave may be donated to the individual applying.
- B. Requests for donation of sick leave under this program will be limited to catastrophic or serious illness or injuries of the employee or other relative who is a member of the employee's immediate household. "Catastrophic" is intended to mean a life-threatening illness or injury. "Serious illness or injury" is intended to mean an illness or injury, which is not life threatening. In order to be eligible for a donation of sick leave days, the employee must have used all of his/her accumulated sick leave days and all possible advances of sick leave days.
- C. An employee who receives workers compensation disability or other paid leave, or by virtue of age and/or years of service, may be eligible for disability retirement or service retirement, will not be eligible for receipt of donated sick leave, unless the employee has applied for and been denied disability or service retirement.
- D. An employee may be credited with a maximum twenty-five (25) donated sick leave days annually between July 1 and June 30.
- E. Upon determination of eligibility by the Superintendent, the Treasurer will initiate a notice to employees indicating the recipient employees name and number of days requested. This notice to be made available by e-mailing each member and sending a copy to the OAPSE President, Local #260.
- F. Once donated, sick leave days not used by the recipient cannot revert to the donor. They remain credited to the accumulated sick leave of the recipient and if not all are used within the context of #2 above, they may be used for any purpose allowed under the article dealing with Sick Leave in this Agreement.
- G. A classified employee wishing to donate sick leave to another classified employee determined to be eligible should request a sick leave donation form

from the Treasurer's Office, complete the form and return it to the Treasurer's Office. Upon determination of eligibility of the donor to give sick leave days, the Treasurer will authorize the appropriate deduction to be made from the donor's accumulated sick leave and credit it to the recipients accumulated sick leave. All donations must be to a specific individual.

- H. For an employee to be considered eligible to donate s/he must have an accumulated balance of at least ninety (90) sick leave days.
- I. An employee may donate a total of ten (10) sick leave days per year (July 1- June 30) to other eligible employees. This is an aggregate maximum and not a per-recipient maximum.
- J. Determination of eligibility made by the Administration will be final and binding and not subject to grievance or other action.

ARTICLE 39
COMPLAINT PROCEDURE

1. Board Policies/Administrative Rules And Regulations

The Board has the sole and exclusive responsibility for adopting all polices governing the operation of the School District and charges the Superintendent with developing the rules and regulations to implement its policies. Occasionally, a complaint may develop that, in the interest of effective personnel management, should be addressed. Therefore, the following shall apply:

A. Definitions

A complaint involves an alleged violation, misinterpretation, or misapplication of the personnel section, or other policy that specifically mentions classified staff and/or directly relates to classified staff in Board Policy and the Administrative Rules and Regulations used to implement the same. For matters, which constitute a grievance, this provision is not to supersede or take the place of the Grievance Procedure. If a dispute occurs which fall within the definition of a "grievance" as that term is used in this Agreement, it should be filed in accordance with the Grievance Procedure. A "complaint" as defined herein may only filed under this article.

B. Step 1:

The complaint shall be identified and presented in writing to the Superintendent within twenty (20) calendar days. The written complaint must contain a statement as to the nature of the complaint, stating how the

policy/rule or regulation is being misapplied. It must state how the complaint may be resolved.

The Superintendent or his/her designee shall, within ten (10) working days of the receipt of the complaint, hold a meeting to hear the complaint. Within five (5) working days of this meeting, the Superintendent or his/her designee shall issue a response in writing to the individual filing the complaint.

C. Step 2:

If the action taken in Step 1 does not resolve the complaint to the satisfaction of the person or group involved, they may present the complaint in writing to the Board within ten (10) calendar days of the receipt of the answer. The written complaint to the Board shall be filed with the Treasurer of the Board with a copy to the Superintendent. The Board will respond to the individual filing the complaint with the thirty (30) calendar days.

ARTICLE 40
SCHOOL CALENDAR

1. A school calendar committee shall be formed to assist in the development of the school calendar for the succeeding school year. This committee shall be composed of at least the Superintendent, the President of the Graham Education Association, and the President of OAPSE Local #260.
2. This committee will develop and present two (2) possible calendars as options to be voted upon during the month of January by the members of OAPSE and members of the G. E. A. The calendar receiving the majority vote will be recommended to the Board of Education.
3. The Board of Education has the inherent authority to modify the school calendar whenever it deems it necessary for the best interests of the students and community. In the event that such an amendment(s) to a previously adopted calendar should be necessary, the Superintendent will discuss the changes with the President of OAPSE Local #260 and the President of the Graham Education Association before the Board exercises its authority to make such an amendment(s)
4. It is further understood that in an effort to provide for more efficient operation of the district for the benefit of the school system, that "common" calendar may be developed for all schools within Champaign County, and adoption of that calendar shall supersede all provisions of this Article, except paragraphs E & F.
5. Upon expiration of this contract, this article shall be re-evaluated to determine the need for a school calendar committee.

6. OAPSE Local #260 agrees to accept calamity makeup days as negotiated by the Graham Education Association. This would be considered a me-too clause so that both Unions are working or not working on the same day.

ARTICLE 41
CLASSIFICATIONS

1. For purposes of definition and clarification throughout the entirety of this Agreement, the following shall be the recognized groupings for classifications within the classified employees of Graham Local Schools:
 - a. Food Service Employees: Head Cook, Assistant Cook, Lunchroom Worker, Lunchroom Worker-Cashier.
 - b. Transportation Employees: Bus Driver
 - c. Aide Employees: Aide, Monitor Bus Aide, Library Aide, Special Education Aides, Attendant, Teacher Assistant.
 - d. Secretarial Employees: Secretary
 - e. Custodial/District Maintenance Employees: Custodian, Building Technician, Head Custodian, Head Maintenance/Building Technician
 - g. Technology Maintenance

ARTICLE 42
DIRECT DEPOSIT

1. All classified employees shall be required to participate in direct deposit, and notices will be available on the employee kiosk.

ARTICLE 43
ADVISORY COMMITTEE

1. In cooperation with the Union leadership and the Board of Education, the parties agree to form an advisory committee made up of an equal number of participants from both parties. The committee shall meet on a regular basis.

ARTICLE 44
CLOTHING ALLOWANCE

1. The Board shall provide each cook, custodian and maintenance person with 5 t-shirts per year.
2. A committee shall be established to determine the design and colors of such shirts. The final determination on the design shall be approved by the Superintendent.

ARTICLE 45
BACKGROUND CHECKS

1. The Board shall pay the following relating to Background Checks required by HB 190:
 - A. For Bus Drivers 100% of the BCII portion, 50% of the FBI portion shall be reimbursed up to \$13.
 - B. For all other employees 50% of the BCII and FBI portion shall be reimbursed up to \$25.
2. The Board shall pay one-half the cost of the Aide Certificate up to \$13 per year annually.

ARTICLE 46
ELECTRONIC MONITORING DEVICES

1. Employees shall not be disciplined for misconduct based upon building or bus surveillance video without first being given the opportunity to review the footage with an OAPSE representative.

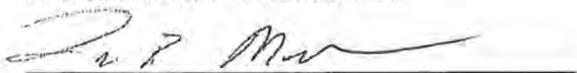
ARTICLE 47
SENIORITY

- A. Classification seniority shall be defined as the length of credited service in a given job title.
- B. Total seniority/system seniority shall be defined as the length of credited service with the Board in the classified service calculated from the last date of hire.

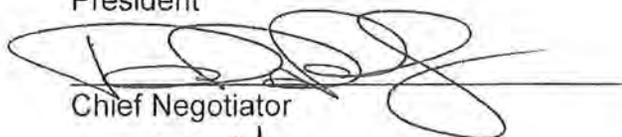
ARTICLE 48
DURATION AND IMPLEMENTATION

- A. The language provisions of this Contract shall be effective from the date of ratification of this Agreement by OAPSE and the Graham Local School District Board of Education through and including June 30, 2016.
- B. If any provision of this Contract, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action of competent jurisdiction by reason of any existing or subsequently enacted legislation, or by any enforcement powers thereof, then such provisions shall not be applicable, performed, or enforced, but all remaining parts of this Contract shall remain in force and effect for the term of this Contract.
- C. The Board and the Union agree that all items in this Contract which supersede applicable State Law and which may be permissible do so under the Ohio Revised Code Section 4117 shall not be affected by this Article. Should any clause of this contract be held 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.

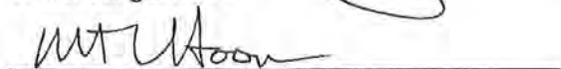
Accepted by:
Graham Board of Education



President



Chief Negotiator



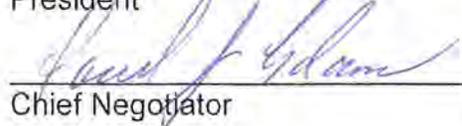
Negotiating Team Member



Negotiating Team Member

Accepted by:
OAPSE, Local #260

President



Chief Negotiator

Negotiating Team Member

Negotiating Team Member

2013-2014

STEP	Driver	Custodian	HEAD CUSTODIAN	Maintenanci Technician	HEAD BLDG MAINT	Building Secretary	Office Manager	Aide	Head Cook	Asst Cook	LR Worker
0	\$15.49	\$14.49	\$15.11	\$16.99	\$17.59	\$13.32	\$13.32	\$11.99	\$12.72	\$11.99	\$11.69
1	\$15.61	\$14.64	\$15.25	\$17.14	\$17.77	\$13.45	\$13.45	\$12.12	\$12.87	\$12.12	\$11.85
2	\$15.73	\$14.77	\$15.41	\$17.29	\$17.92	\$13.61	\$13.61	\$12.30	\$13.00	\$12.30	\$11.99
3	\$15.92	\$14.93	\$15.58	\$17.47	\$18.12	\$13.75	\$13.75	\$12.43	\$13.17	\$12.43	\$12.12
4	\$16.04	\$15.07	\$15.74	\$17.60	\$18.26	\$13.88	\$13.88	\$12.56	\$13.32	\$12.56	\$12.30
5	\$16.18	\$15.20	\$15.87	\$17.77	\$18.44	\$14.07	\$14.07	\$12.72	\$13.45	\$12.72	\$12.43
6	\$16.36	\$15.39	\$16.06	\$17.93	\$18.61	\$14.21	\$14.21	\$12.87	\$13.61	\$12.87	\$12.56
7	\$16.50	\$15.51	\$16.21	\$18.10	\$18.79	\$14.33	\$14.33	\$13.00	\$13.75	\$13.00	\$12.72
8	\$16.63	\$15.63	\$16.34	\$18.24	\$18.95	\$14.49	\$14.49	\$13.17	\$13.88	\$13.17	\$12.87
9	\$16.78	\$15.81	\$16.53	\$18.41	\$19.13	\$14.64	\$14.64	\$13.32	\$14.07	\$13.32	\$13.00
10	\$16.94	\$15.95	\$16.68	\$18.55	\$19.28	\$15.21	\$15.21	\$13.45	\$14.18	\$13.45	\$13.17
11	\$17.08	\$16.08	\$16.82	\$18.72	\$19.46	\$15.38	\$15.38	\$13.61	\$14.33	\$13.61	\$13.32
12	\$17.25	\$16.26	\$17.01	\$18.88	\$19.63	\$15.53	\$15.53	\$13.75	\$14.49	\$13.75	\$13.45
15	\$17.36	\$16.40	\$17.16	\$19.03	\$19.80	\$15.64	\$15.64	\$13.88	\$14.64	\$13.88	\$13.61
17	\$17.51	\$16.53	\$17.30	\$19.20	\$19.98	\$15.85	\$15.85	\$14.07	\$14.77	\$14.07	\$13.75
19	\$17.66	\$16.69	\$17.48	\$19.35	\$20.15	\$15.97	\$15.97	\$14.18	\$14.93	\$14.18	\$13.88
23	\$17.81	\$16.83	\$17.63	\$19.50	\$20.30	\$16.12	\$16.12	\$14.33	\$15.07	\$14.33	\$14.05
25	\$17.97	\$16.97	\$17.79	\$19.67	\$20.49	\$16.26	\$16.26	\$14.46	\$15.20	\$14.46	\$14.22
27	\$18.19	\$17.18	\$18.00	\$19.92	\$20.74	\$16.47	\$16.47	\$14.63	\$15.38	\$14.63	\$14.40

Trips \$10.00 Driving Time
 \$8.00 Sitting Time
 \$12.00 Driving Time-Saturdays, Sundays, Holidays

CLASSIFIED SALARY SHEDULE: Regular Hourly Rates
2014-2015

STEP	Driver	Custodian	HEAD CUSTODIAN	Maintenanci Technician	HEAD BLDG MAINT	Building Secretary	Office Manager	Aide	Head Cook	Asst Cook	LR Worker
0	\$15.64	\$14.63	\$15.26	\$17.16	\$17.77	\$13.45	\$13.45	\$12.11	\$12.85	\$12.11	\$11.81
1	\$15.77	\$14.79	\$15.40	\$17.31	\$17.95	\$13.58	\$13.58	\$12.24	\$13.00	\$12.24	\$11.97
2	\$15.89	\$14.92	\$15.56	\$17.46	\$18.10	\$13.75	\$13.75	\$12.42	\$13.13	\$12.42	\$12.11
3	\$16.08	\$15.08	\$15.74	\$17.64	\$18.30	\$13.89	\$13.89	\$12.55	\$13.30	\$12.55	\$12.24
4	\$16.20	\$15.22	\$15.90	\$17.78	\$18.44	\$14.02	\$14.02	\$12.69	\$13.45	\$12.69	\$12.42
5	\$16.34	\$15.35	\$16.03	\$17.95	\$18.62	\$14.21	\$14.21	\$12.85	\$13.58	\$12.85	\$12.55
6	\$16.52	\$15.54	\$16.22	\$18.11	\$18.80	\$14.35	\$14.35	\$13.00	\$13.75	\$13.00	\$12.69
7	\$16.67	\$15.67	\$16.37	\$18.28	\$18.98	\$14.47	\$14.47	\$13.13	\$13.89	\$13.13	\$12.85
8	\$16.80	\$15.79	\$16.50	\$18.42	\$19.14	\$14.63	\$14.63	\$13.30	\$14.02	\$13.30	\$13.00
9	\$16.95	\$15.97	\$16.70	\$18.59	\$19.32	\$14.79	\$14.79	\$13.45	\$14.21	\$13.45	\$13.13
10	\$17.11	\$16.11	\$16.85	\$18.74	\$19.47	\$15.36	\$15.36	\$13.58	\$14.32	\$13.58	\$13.30
11	\$17.25	\$16.24	\$16.99	\$18.91	\$19.65	\$15.53	\$15.53	\$13.75	\$14.47	\$13.75	\$13.45
12	\$17.42	\$16.42	\$17.18	\$19.07	\$19.83	\$15.69	\$15.69	\$13.89	\$14.63	\$13.89	\$13.58
15	\$17.53	\$16.56	\$17.33	\$19.22	\$20.00	\$15.80	\$15.80	\$14.02	\$14.79	\$14.02	\$13.75
17	\$17.69	\$16.70	\$17.47	\$19.39	\$20.18	\$16.01	\$16.01	\$14.21	\$14.92	\$14.21	\$13.89
19	\$17.84	\$16.86	\$17.65	\$19.54	\$20.35	\$16.13	\$16.13	\$14.32	\$15.08	\$14.32	\$14.02
23	\$17.99	\$17.00	\$17.81	\$19.70	\$20.50	\$16.28	\$16.28	\$14.47	\$15.22	\$14.47	\$14.19
25	\$18.15	\$17.14	\$17.97	\$19.87	\$20.69	\$16.42	\$16.42	\$14.60	\$15.35	\$14.60	\$14.36
27	\$18.37	\$17.35	\$18.18	\$20.12	\$20.95	\$16.63	\$16.63	\$14.78	\$15.53	\$14.78	\$14.54

Trips \$ 10.00 Driving Time
 \$ 8.00 Sitting Time
 \$ 12.00 Driving Time-Saturdays, Sundays, Holidays

CLASSIFIED SALARY SCHEDULE: Regular Hourly Rates
2015-2016

STEP	Driver	Custodian	HEAD Custodian	Maintenance Technician	HEAD BLDG MAINT	Building Secretary	Office Manager	Aide	Head Cook	Asst Cook	LR Worker
0	\$15.80	\$14.78	\$15.41	\$17.33	\$17.94	\$13.59	\$13.59	\$12.23	\$12.98	\$12.23	\$11.92
1	\$15.92	\$14.93	\$15.56	\$17.48	\$18.13	\$13.72	\$13.72	\$12.36	\$13.13	\$12.36	\$12.09
2	\$16.05	\$15.07	\$15.72	\$17.64	\$18.28	\$13.88	\$13.88	\$12.55	\$13.26	\$12.55	\$12.23
3	\$16.24	\$15.23	\$15.89	\$17.82	\$18.48	\$14.03	\$14.03	\$12.68	\$13.43	\$12.68	\$12.36
4	\$16.36	\$15.37	\$16.06	\$17.95	\$18.63	\$14.16	\$14.16	\$12.81	\$13.59	\$12.81	\$12.55
5	\$16.51	\$15.51	\$16.19	\$18.13	\$18.81	\$14.35	\$14.35	\$12.98	\$13.72	\$12.98	\$12.68
6	\$16.69	\$15.70	\$16.38	\$18.29	\$18.98	\$14.50	\$14.50	\$13.13	\$13.88	\$13.13	\$12.81
7	\$16.83	\$15.82	\$16.54	\$18.46	\$19.17	\$14.62	\$14.62	\$13.26	\$14.03	\$13.26	\$12.98
8	\$16.96	\$15.94	\$16.67	\$18.61	\$19.33	\$14.78	\$14.78	\$13.43	\$14.16	\$13.43	\$13.13
9	\$17.12	\$16.13	\$16.86	\$18.78	\$19.51	\$14.93	\$14.93	\$13.59	\$14.35	\$13.59	\$13.26
10	\$17.28	\$16.27	\$17.02	\$18.92	\$19.67	\$15.52	\$15.52	\$13.72	\$14.47	\$13.72	\$13.43
11	\$17.42	\$16.40	\$17.16	\$19.10	\$19.85	\$15.69	\$15.69	\$13.88	\$14.62	\$13.88	\$13.59
12	\$17.60	\$16.59	\$17.35	\$19.26	\$20.02	\$15.84	\$15.84	\$14.03	\$14.78	\$14.03	\$13.72
15	\$17.71	\$16.73	\$17.50	\$19.41	\$20.20	\$15.95	\$15.95	\$14.16	\$14.93	\$14.16	\$13.88
17	\$17.86	\$16.86	\$17.65	\$19.59	\$20.38	\$16.17	\$16.17	\$14.35	\$15.07	\$14.35	\$14.03
19	\$18.01	\$17.03	\$17.83	\$19.74	\$20.56	\$16.29	\$16.29	\$14.47	\$15.23	\$14.47	\$14.16
23	\$18.17	\$17.17	\$17.98	\$19.89	\$20.71	\$16.44	\$16.44	\$14.62	\$15.37	\$14.62	\$14.33
25	\$18.33	\$17.31	\$18.15	\$20.07	\$20.90	\$16.59	\$16.59	\$14.75	\$15.51	\$14.75	\$14.51
27	\$18.56	\$17.53	\$18.36	\$20.32	\$21.16	\$16.80	\$16.80	\$14.92	\$15.69	\$14.92	\$14.69

Trips \$ 10.00 Driving Time
 \$ 8.00 Sitting Time
 \$ 12.00 Driving Time-Saturdays, Sundays, Holidays

OAPSE INSURANCE

If GEA Insurance has increased Board costs, OAPSE will receive those benefits as well.

Graham Local Schools
Health Insurance Plan
Effective October 1, 2013
Monthly Rates

2012-13 Rates	Per Month			PPO #2	Per Month			HSA	Per Month			HSA CONTRIBUTIONS
	PPO #1	Employee Cost	Board Cost		Employee Cost	Board Cost	Employee Cost		Board Cost	BOARD COST		
Plan												
Single	\$ 494.93	\$ 118.67	\$ 376.26	\$ 461.78	\$ 85.52	\$ 376.26	\$ 363.96	\$ (12.30)	\$ 376.26	\$ 12.30		
Family	\$1,324.50	\$ 316.68	\$ 1,007.82	\$ 1,231.99	\$ 224.17	\$ 1,007.82	\$ 969.68	\$ (38.14)	\$ 1,007.82	\$ 38.14		

2013-14 Rates	Per Month			PPO #2	Per Month			HSA	Per Month			HSA CONTRIBUTIONS
	PPO #1	Employee Cost	Board Cost		Employee Cost	Board Cost	Employee Cost		Board Cost	BOARD COST		
Plan												
Single	\$ 524.65	\$ 126.19	\$ 398.46	\$ 489.02	\$ 90.56	\$ 398.46	\$ 385.16	\$ (13.30)	\$ 398.46	\$ 13.30		
Family	\$ 1,408.14	\$ 336.83	\$ 1,071.31	\$ 1,309.61	\$ 238.30	\$ 1,071.31	\$ 1,030.25	\$ (41.06)	\$ 1,071.31	\$ 41.06		

Vision Service Plan
2013 Rates

Plan	VSP	Per Month	
	Rate	Employee	Board
Single	\$8.19	\$1.19	\$7.00
Family	\$18.53	\$2.53	\$16.00

2014 Plan	VSP	Per Month	
	Rate	Employee	Board
Single	\$9.19	\$1.69	\$7.50
Family	\$20.79	\$3.79	\$17.00

Dental Insurance Plan

2013 Plan	CoreSource	Per Month	
	Rate	Employee	Board
	\$70.23	\$40.23	\$30.00

2014 Plan	CoreSource	Per Month	
	Rate	Employee	Board
Composite	\$76.55	\$43.05	\$33.50

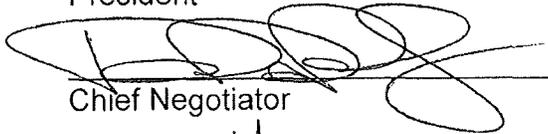
ARTICLE 48
DURATION AND IMPLEMENTATION

- A. The language provisions of this Contract shall be effective from the date of ratification of this Agreement by OAPSE and the Graham Local School District Board of Education through and including June 30, 2016.
- B. If any provision of this Contract, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action of competent jurisdiction by reason of any existing or subsequently enacted legislation, or by any enforcement powers thereof, then such provisions shall not be applicable, performed, or enforced, but all remaining parts of this Contract shall remain in force and effect for the term of this Contract.
- C. The Board and the Union agree that all items in this Contract which supersede applicable State Law and which may be permissible do so under the Ohio Revised Code Section 4117 shall not be affected by this Article. Should any clause of this contract be held 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.

Accepted by:
Graham Board of Education



President



Chief Negotiator



Negotiating Team Member

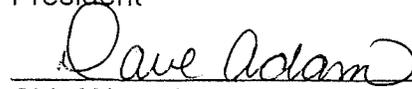


Negotiating Team Member

Accepted by:
OAPSE, Local #260



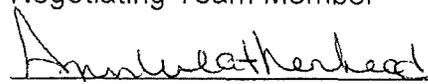
President



Chief Negotiator



Negotiating Team Member



Negotiating Team Member