



NEGOTIATED AGREEMENT

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BETWEEN

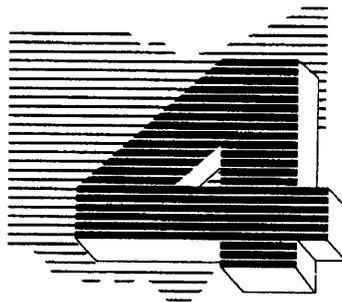
THE EASTERN LOCAL SCHOOL DISTRICT

BOARD OF EDUCATION

AND

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES/AFSCME, AFL-CIO**

OAPSE Local #448



OAPSE/AFSCME Local 4/AFL-CIO

SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2016

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This Agreement made and entered into this ____ day of September 2013 by and between the Board of Education of the Eastern Local School District Board of Education, hereinafter referred to as the "Board" and the Ohio Association of Public School Employees (OAPSE) AFSCME, AFL-CIO Local #448 which hereinafter is referred to as the Union and/or Association.

ARTICLE 1
TERMS

- 1.1 The terms and conditions of the within Agreement are effective for the period commencing September 1, 2013 through August 31, 2016.

ARTICLE 2
RECOGNITION

- 2.1 The Board of Education of the Eastern Local Schools hereby recognizes the Ohio Association of Public School Employees OAPSE/AFSCME, AFL-CIO on behalf of Local #448 as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described unit.

- 2.2 The bargaining unit includes all regular employees in the following positions or classifications which are regularly assigned to a work schedule.

- | | | | |
|----|-------------|----|---------------|
| A. | Custodians | E. | Aides |
| B. | Maintenance | F. | Secretaries |
| C. | Bus Drivers | G. | Bus Mechanics |
| D. | Cooks | | |

- 2.3 The following positions will be the only ones excluded from the regular employees' Association. They shall not be able to join or participate in the organization.

- A. Superintendent's Secretary
- B. Chief Financial Officer- Board of Education
- C. Assistant to Chief Financial Officer - Board of Education
- D. Supervisor of Operations
- E. Student and Information Services Coordinator

These shall be the only employees excluded, from future negotiations with OAPSE.

ARTICLE 3
PRINCIPLES

Regular non-teaching personnel have the right to join, participate in, and assist the Association and the right to refrain from such, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

ARTICLE 4
BOARD (MANAGEMENT) RIGHTS

- 4.1 The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct in behalf of the public all the operations and activities of the school district pursuant to O.R.C. §4117.08(C). The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such policies, regulations, and rules as it may deem necessary shall be limited only by the specific and express terms of this Agreement as entered in the Board minutes with the organization representing the negotiating unit.

ARTICLE 5
PROCEDURES FOR CONDUCTING NEGOTIATIONS

- 5.1 Negotiating Team - The Board, or the designated representative of the Board, will meet with representatives designated by the Association for the purpose of discussing and reaching Agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Association's negotiating team will be limited not to exceed five (5) members. Neither party shall have control over the selection of the other party's team members. While no final Agreement shall be executed without ratification by the Association and adoption by the Board, the negotiating teams, will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations. Up to three (3) consultants may be used by each of the parties in any of the negotiations meetings in an advisory capacity. Consultants will not be permitted to enter into discussion unless both parties agree to permit them to address the teams. The expense of such consultants shall be borne by the party requesting or hiring them. Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be shared equally by the Board and the Association.
- 5.2 Exchange of Information - Prior to and during the period of negotiations, or impasse provision, the Board and the Association agree to provide each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.
- 5.3 Request For Meeting - Upon receipt of a written request for a meeting, either party will have five (5) days to reply to the request. A meeting date shall be agreed to at the next regular scheduled Board meeting. Such request shall not be made before ninety (90) days or less than sixty (60) days prior to the contract termination date. All days referred to in this section shall be calendar days.

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meeting as well as times and places of the meetings as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in Executive Session. Upon mutual agreement, a meeting may be canceled and a new date be set.

- 5.4 Submission of Issue - All issues for negotiations by the Association shall be submitted in writing at the first meeting and the Board shall submit in writing to the Association all of its issues for negotiations no later than the second meeting. No additional issues shall be submitted by either party following the designated meeting, unless agreed by both parties.
- 5.5 Caucus - Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy. The party requesting the caucus shall state the length of time desired, not to exceed thirty (30) minutes. More time may be granted if mutually agreed upon.
- 5.6 Progress Reports - During Negotiations interim reports may be made to the Association by its representatives and to the Board of Education by its representatives. Each party will be responsible for requesting that the information from such reports shall be described as only proposals and shall be confidential information within the organization concerned.
- 5.7 News Releases - While negotiations are in progress, there will be no public releases of information to the media unless agreed upon by both parties or unless a strike notice has been filed with the State Employment Relations Board. When releases are agreed upon, said releases shall be in writing and both parties shall approve the release prior to its dissemination.
- 5.8 No action to coerce, censor, or penalize any participant in negotiations because of such participation shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.
- 5.9 As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.
- 5.10 When an Agreement is reached through negotiations, the outcome shall be reduced in writing. Both parties shall review the Agreement to determine the accuracy of the final draft. If the Agreement is then in proper form it shall be submitted to the Association for ratification. Following ratification by the Association, the Agreement shall be submitted to the Board. Upon adoption by the Board, the Agreement shall be signed by both parties. Costs of preparing the Agreement, if any, shall be borne equally by the Board and the Association.

- 5.11 Disagreement In the event an agreement is not reached by both parties after negotiations has passed 45 days after the initial start of negotiations, either party shall have the right to declare impasse.
- 5.12 Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of parties has solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
- 5.13 If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where Agreement has not been reached by either party.
- 5.14 The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service.
- 5.15 The Mediator has no authority to recommend or to bind either party to any agreements.

ARTICLE 6

SEVERABILITY

- 6.1 To the extent the specific terms of this Agreement without inference or interpretation conflicts with statute, rule or regulation, the terms of this Agreement shall supersede and replace all pertinent statutes, rules and regulations over which the parties have authority to supersede and replace. Where the Agreement is silent, or where no specific language conflicts with statute, rule and regulation, the provisions of the applicable law shall prevail.

If any provision of this Agreement is contrary to law, the provision or application shall be deemed invalid except to the extent permitted by law. In the case of such invalidation, upon the request of one party, the parties shall meet within thirty (30) days to discuss whether a change in the Agreement is necessary. Such meetings shall be conducted in accordance with the procedures outlined in Article 5 herein.

ARTICLE 7

PAYROLL DEDUCTION & PAY PERIODS

- 7.1 The Board agrees to deduct Association Dues in eighteen (18) equal deductions from the pay of all employees requesting in writing that such deductions be made. This will commence with the first payroll in September and conclude after eighteen (18) payments. Association dues shall be forwarded to the State Association Treasurer each month along with a list of all employees for whom dues have been deducted.
- 7.2 Authorization for Association dues shall be continuous from year to year except that a dues deduction authorization may be withdrawn by submitting a letter to the clerk of the Board of Education, only during a ten (10) day period from August 22nd through August

31st. All employees who are not members of the Union shall pay a monthly agency fee equivalent to the monthly dues uniformly required of such member as certified by the Union to the Board's Chief Financial Officer. Such agency fee shall be subject to a rebate procedure provided by the Union and meeting all applicable state and federal laws. Agency fees shall be automatically deducted from said employee's paychecks.

- 7.3 The Association and its members will hold harmless and indemnify the Board, its agents, employees and its members for any finding made against the School District, agents or employees for any deduction.
- 7.4 The amount of dues to be deducted for the Association shall be filed by letter, if the amount has changed from the previous year.
- 7.5 The Board agrees to deduct a P.E.O.P.L.E. deduction from the wages of any bargaining unit member who has provided a written authorization for such deduction provided six (6) or more bargaining unit members participate.
- 7.6 There shall be twenty-six (26) or twenty-seven (27) pay periods each year. If during the year the pay date falls on a holiday, pay shall be received on the last non-holiday previous to the scheduled pay date. At no time shall any employee have more than two (2) weeks between pay dates except when a paycheck is issued early because of a holiday.
- 7.7 If for any reason the Board fails to make a deduction for any employee or makes an error in pay, it shall make that deduction or correction from the employee's next pay in which such deduction or payment is normally made after the error has been called to the attention of the Chief Financial Officer in writing by the employee. However, if the error in pay exceeds 15% of the employee's regular pay, then a correction will be made, upon request of the employee within three (3) work days.
- 7.8 All employees shall enroll in automatic deposit for payroll purposes by September 1, 2009.

ARTICLE 8

GRIEVANCE PROCEDURE

- 8.1 A grievance is defined as an alleged violation of a specific article or section of this Agreement. Disciplinary action, except for termination of employment, shall be subject to the Grievance Procedure. If any such grievance arises, there shall be no stoppage or suspension of work, or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure.

Any grievance will be discussed informally with the employee's immediate supervisor first in an attempt to resolve the issue. If the issue is not resolved, then Step One will be incorporated. A working day shall be considered a week day excluding any holiday.

Step One

Within ten (10) working days of the time a grievance arises or that the employee knew or should have known of the occurrence, act or condition upon which the grievance is based, the Association will present the grievance in writing to his/her supervisor or the appropriate designated person. Within three (3) working days after presentation of the grievance, the supervisor or designated representative shall give his/her answer to the employee.

Step Two

If the grievance is not resolved in Step One, the employee or the Association representative may within five (5) working days of receipt of the supervisor's answer, submit to the Superintendent or his/her designated representative the answer at Step One with the original grievance statement. The Superintendent or his/her designated representative shall give the employee or his/her Association representative an answer in writing no later than five (5) working days after receipt of the written grievance.

Step Three

If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step Two, the employee or his/her designated Association representative shall have the right to appeal the dispute to the Board of Education at the next regular scheduled Board meeting. The employee or representative shall notify the Superintendent of any appeal to the Board of Education at least five (5) calendar days before the next regularly scheduled Board meeting. If notice cannot be provided, notice must be provided before the next succeeding regularly scheduled Board meeting. By filing a notice with the "Statement of Grievance" and all related forms and statements included, the Board will respond, in writing, to the employee, the appropriate Administrator and the Association representative within fifteen (15) days of the disposition of the Board of Education.

Step Four

The Grievant, if not satisfied with the disposition of the Board in Step Three, may within five (5) days of receipt of written notice of the Board's action make a written request to the Association that the grievance be submitted for arbitration. The Association, if it so desires, shall notify the Superintendent within five (5) days of receipt of the request of the grievant for arbitration that the Association will appeal the decision to arbitration. Said notice shall be by personal service or by certified mail, with return receipt requested, to the Superintendent. The Arbitrator shall be selected from the American Arbitration Association according to its voluntary Rules and Regulations. The Arbitrator shall hold such hearings as s/he determines necessary to make a final and binding ruling on the grievance as stated. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this contract. The Arbitrator shall have no power to establish salary schedules or change salary schedules. If the Arbitrator finds that the grievance does not pertain to the contract and s/he has no power to rule, it shall be referred back to the Association, with a notification to the Administration without decision or recommendation on its merits. Cost of the Arbitrator shall be borne by the party that is ruled against in the Arbitration.

8.3 Grievance Forms

- A. Any grievance must be filed on the authorized grievance form agreed to between the parties to this Agreement. A grievance shall be reduced to writing and include the following information: (a) the specific provision of the Agreement allegedly violated, (b) a brief statement of the facts which form the basis of resubmitting the grievance, (c) the relief sought, and (d) the date of initiating grievance procedure.
- B. Any grievance not advanced to the next step by the Union within the time limit in that step shall be deemed resolved by the Administration's last answer.

Failure by the Administration to respond in any step shall automatically advance the grievance to the next step, with the exception of arbitration.
- C. Time limits may be extended by the Administration and the Association in writing; then the new date shall prevail.
- D. The agreed to grievance form shall be made available to any employee requesting such, through his/her Union representative.

ARTICLE 9 LABOR/MANAGEMENT

- 9.1 The Board or its designated representative(s) and the Association and its designated representative(s) agree to meet and discuss with the other concerning issues other than those included in this Agreement. Representatives for each party shall not be more than four (4) members and shall include the Superintendent and Association President. The Labor/Management Committee shall meet when mutually agreed. This committee shall not be utilized for the purposes of negotiations or the adjustment of grievances. Agendas will be developed prior to each meeting with the issues and concerns of each party presented at the committee meetings.
- 9.2 Any safety issues should first be discussed with the Superintendent. If no action is taken by the Superintendent or the Administration, then the committee may request a formal hearing before the Board of Education at the next regular scheduled Board meeting.
- 9.3 The powers of the Committee(s) shall be limited to recommending changes to the Administration or the Board of Education.

ARTICLE 10 DISCIPLINE PROCEDURES

10.1 Discipline of Employees

- A. Upon request of the employee, formal reprimand or discipline of the employee by an Administrator for alleged violation of Board rules or regulations or

regarding his/her performance or conduct, shall be in the presence of an Association representative and the Administrator making the charge or imposing the disciplinary action.

- B. The employee shall be given a written statement containing the charges and the time and the place of the hearing. The written statement shall notify the employee of his/her rights to Association representation. The employee must sign the statement acknowledging receipt of the statement.
- C. If any disciplinary action is taken, record of such action shall be included in the employee's file.
- D. Disciplinary action, except termination of employment, may be appealed through the grievance and arbitration procedure of this Agreement, beginning directly at Step Two of the Grievance Procedure.
- E. Termination of a contract of employment shall proceed under Ohio Revised Code Section 33 19.081.

10.2 Definition

Formal discipline shall be defined as any form of disciplinary nature serious enough to be included in the employee's personnel file.

ARTICLE 11 **JOB DESCRIPTIONS**

- 11.1 The Association shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.
- 11.2 Prior to any change in any job description covered under this Agreement, OAPSE shall be notified thirty (30) calendar days in advance of such changes anticipated and the effective date of such change. OAPSE shall be given the opportunity to review the changes and make recommendations. However, the Board of Education retains the right to determine the job descriptions of its employees.

ARTICLE 12 **PERSONAL DAYS**

- 12.1 Each employee shall be granted three (3) days of personal absence per school year.
- 12.2 Personal leave may not be used on the day before or after a holiday. Personal leave may be used on the day before or after a vacation period but only if a substitute can be obtained or the Superintendent gives prior written approval. Personal leave shall not be used for gainful employment (working for someone else or looking for other employment).

- 12.3 For employees hired during the school year, they will be eligible to receive personal days on a pro-rated basis as follows:
- number of days contracted for service for year divided by number of total days position typically contracted for multiplied by three (3) total days rounded to the nearest .25 day
- 12.4 Any unused personal days shall be converted to an employee's accumulated sick leave unless the employee chooses the bonus in Article 52.

ARTICLE 13
ADMINISTRATION MEETINGS

- 13.1 The Board agrees that all employees requested to or required to attend any meeting held other than the employees' regular scheduled work day shall be with pay at the applicable rate, or be given compensation time, excluding those meetings which are a prerequisite for employment.

ARTICLE 14
CLASSIFICATION PAY

- 14.1 The Board of Education agrees that if any employee is requested to and does perform work, for a period of one (1) full day and thereafter, that normally is performed by an employee holding a higher classification, that such employee shall receive the rate of pay normally paid the higher classified employee.
- 14.2 In order to receive classification pay an employee must note that the employee was required to perform work in a higher classification on the time sheet submitted to the Chief Financial Officer's office for payment. Failure to note on the time sheet shall result in no additional pay.

ARTICLE 15
EMPLOYEE EVALUATION

- 15.1 An annual evaluation form made out on any employee's work record shall be examined by the employee and initialed by him prior to being placed in his/her file.
- 15.2 The initialing of the form by the employee does not necessarily mean the employee agrees with the contents of the form.
- 15.3 An employee may examine and respond to any evaluation form in writing on a separate sheet of paper which shall be attached to the evaluation form.
- 15.4 Any employee can request to see and will be permitted to examine his/her personnel file, so long as the employee does not remove any article from the file.

- 15.5 Record(s), letter(s) or either such materials of a disciplinary nature held in an employee's file shall not be unsigned and/or anonymous. The employee may respond to any disciplinary record in writing on a separate sheet of paper which shall be attached to the disciplinary record.

ARTICLE 16
PHYSICAL EXAMINATION

- 16.1 The Board agrees that if any employee is required to have a physical examination, the Board of Education will pay the full cost of such examination, unless the examination is paid by other means. The physical examination shall be administered as to the Ohio Code Section 3327.10.

ARTICLE 17
REPORT PAY

- 17.1 In the event any employee is requested to and does report other than his/her normal schedule, s/he shall be paid at least two (2) hours at the applicable rate of pay.

ARTICLE 18
LAY-OFF AND RECALL

- 18.1 Lay-offs shall not occur because of subcontracting. During the term of this Agreement, no bargaining unit member shall be reduced or laid off for reasons of the Board contracting services to any private business, agency, or other entity.
- 18.2 If it becomes necessary to reduce the number of employees in a pay classification due to abolishment of positions, lack of funds, the return of an employee from a leave of absence, economy, efficiency or lack of work, the following procedure shall govern such lay-off.
- 18.3 The number of people affected by reduction in the force will be kept to a minimum by not employing replacements in so far as practical of employees who resign, retire, or otherwise vacate a position.
- 18.4 Whenever it becomes necessary to lay-off employees by reasons as stated above, affected employees shall be laid off according to seniority with the pay classification, with the least senior employee laid off first.

Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification.

Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the Administration will decide which employee shall be laid off first.

18.5 The following classifications shall be used for the purpose of defining pay classifications in the event of lay-off.

Secretary-Clerical	Cooks
Custodial	Lunch Supervisor
Bus Driver	Educational Aides
Mechanic	Maintenance

18.6 The Board of Education shall determine in which classifications the lay-off should occur and the number of employees to be laid off. In the classifications of lay-off, employees on limited contract of employment shall be laid off before any employee in that classification employed under a continuing contract is laid off.

18.7 Twenty (20) days prior to the effective date of lay-offs, the Board of Education shall prepare and post for inspection in a conspicuous place 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 advance written notice of the lay-off. Each notice of lay-off shall state the following:

- A. Reasons for the lay-off or reduction
- B. The effective date of lay-off
- C. A statement advising the employee of his/her rights of reinstatement from the lay-off.

18.8 For the classifications in which the lay-off occurs, the Board shall prepare a reinstatement list. The name of all employees employed under limited contracts shall be placed on the reinstatement list in the reverse order of lay-off. The names of all employees employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse of lay-off. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the list.

18.9 Vacancies which occur in the classification of lay-off shall be offered to or declined in writing by the employees standing highest on the lay-off list before the next person on the list may be considered. It shall be the responsibility of all laid off employees to keep the Superintendent or designee informed of the telephone number and mailing address where they may be reached. Failure of an employee to respond to a registered letter within ten (10) days after posting by the Superintendent through United States mail to the address given by the employee shall be considered a decline of the position and the employee shall be removed from the reinstatement list.

18.10 The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of lay-off. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

ARTICLE 19
BID PROCEDURE

- 19.1 When a vacancy occurs in a classification or a location assignment, it shall be posted in a conspicuous place for a period of ten (10) working days. Working day is defined under this Article as a week day, unless the day is scheduled as a holiday (day off on the school calendar). Any active or laid off employee may request the vacant position in writing. If the Board of Education determines to fill any vacancy, such vacancy will be filled within thirty (30) working days, except that if a vacancy occurs within 60 days of the end of the school year, the vacancy will be filled before the beginning of the subsequent school year. In selecting the placement employee, the Board shall apply the following formula:
- A. The vacant position shall first be offered to the employees within the department or classification of the position who are qualified for the position.
 - B. If an employee within the same department or classification requests the position in writing, the employee with the highest seniority date who is qualified for the position shall be awarded the position.
 - C. The highest seniority date shall be determined by the employee's last date of hire by the Board of Education.
 - D. If the position is not filled by an employee within the vacant classification or position, any employee may apply for the position and will be given consideration before a new employee is hired. Such consideration shall be based on meeting the existing qualifications for the position and seniority shall determine when two or more qualified employees apply.
 - E. Employees may be awarded second positions within the School District in accordance with the provisions of this Article, provided the employee meets the following criteria:
 - 1. The employee must be able to complete all of the requirements of the primary position as well as the secondary position.
 - 2. The employee will work with the administration in scheduling to assure that the jobs do not conflict.
 - 3. The Board of Education is under no obligation to offer a second position to an employee if the completion of work in the primary job and secondary job would result in the automatic payment of overtime.
 - 4. The employee must be physically capable of performing both jobs.
 - F. Job postings during the summer months shall be placed in employee's paychecks if the employee is not normally scheduled to work during the summer months.

- G. For vacancies occurring during the thirty (30) days before the first day of the school year, the posting requirements herein shall not apply, but the Superintendent will notify the Association President of such vacancy.

ARTICLE 20
BUS ROUTES/BUS DRIVERS

- 20.1 Only those drivers that are contract drivers with the Board shall be assigned to any route or extra trips. In the event that no contract drivers are available, substitute drivers may be used to complete routes and activity trips.
- 20.2 In the event at some later date (after initial bids are accepted) a new run or a run becomes available because of a driver's termination of employment, it shall be posted for a period of ten (10) days and bid in accordance with the bid procedure.
- 20.3 Bid routes shall remain in effect for the balance of the school year that bids are accepted for. Drivers will be paid their regular rate of pay for transporting children to be educated elsewhere. The board shall establish the compensated amount of time.
- 20.4 The Board of Education has the right to approve educational field trips. Those trips must meet their standards for educational benefit. They will be paid at the bus driver's regular rate.
- 20.5 In regard to retention of buses by the drivers, all regular drivers shall retain their bus from year to year, unless certain route changes or bus condition interferes. If a change has to be made, the driver affected will be notified in writing by the Superintendent as to the reason.
- 20.6 The Board shall pay the cost of driver and mechanic abstracts if the driver and mechanic submits the information needed to apply for such by June 10th of each year, and the renewal for Commercial Driver's License, upon submission of documentation to the Chief Financial Officer, the Board shall reimburse the cost of a Commercial Driver's License and abstracts for all employees required to maintain a Commercial Driver's License.

The Board shall pay the cost of the recertification course, criminal records check(s) and mileage for miles driven by employees, using their own vehicles. Mileage will be paid for miles between the school and the course location.

- 20.7 Procedures for Activity Trips:

The last Tuesday of each calendar month at 8:30 a.m., unless otherwise noted, a trip selection meeting will be held for all bus drivers in a pre-approved designated location. The list of trips available for the next calendar month will be available one (1) week prior, if possible, to that month's trip selection meeting. If a driver is interested in extra

trips that month, but is unable to attend the trip selection meeting due to a prior approved leave of absence (personal leave, bereavement leave, sick leave, missing morning route or on a activity trip), he/she may participate in the trip selection meeting by contacting another driver attending the meeting by phone (with prior notice to the attending driver). The driver attending the meeting shall tell the call in driver when the trips have rotated to his/her name and the driver can make a selection by phone. Drivers failing to participate by either of the above provisions will not be eligible to be assigned any trips during the month being scheduled.

At the trip selection meeting, trips will be offered to drivers in order of seniority until all trips have been scheduled. If a trip is cancelled, the driver loses the trip, unless the trip is made up before the end of the same month. If a driver accepts a trip they will take the trip unless an emergency arises as determined by the superintendent or his designee in his absence.

Every driver will choose a trip of his/her choice, on the 1st and only rotation according to seniority. In the event the taking of a trip would create overtime for any driver during a given month, the driver should exercise discretion. This shall apply to all trips that arise during the month.

If new trips arise between monthly trip selection meetings, they will be offered to drivers in seniority order starting with the driver who was next on the rotation list. Each driver will be contacted by radio immediately following morning delivery of students or prior to students boarding in the afternoon. If a driver on the rotation is not running their a.m. or p.m. route or if an emergency arises and the use of radio is not applicable they will be contacted by phone at only two (2) numbers of their choice. These two numbers will be determined at the start of the school year and given to the Secretary. Once the second number is called the Secretary will wait fifteen (15) minutes for driver to call back. If driver doesn't call back within fifteen (15) minutes, driver will lose opportunity to take that trip. The secretary will go on to the next driver on rotation list

If an eligible regular driver desires an extra trip he/she shall only be able to drop his/her a.m. and/or p.m. route to do so. special routes, those requiring additional hours paid on a routine basis, cannot be given up to take an extra trip unless an emergency arises that is to be determined by the superintendent or his designee in his absence. If no regular driver can take the activity trip then the trip will be offered to a driver with special routes before being offered to a substitute driver. If a driver is required to give up his/her a.m. or p.m. route to take a trip he/she shall receive four (4) hours at the driver's regular rate of pay for the trip plus \$8.50 per hour for all remaining hours of trip. If a driver is required to give up his/her a.m. and p.m. route to take a trip he/she shall receive six (6) hours at the driver's regular rate of pay for the trip plus \$8.50 per hour for all remaining hours of trip. If the driver is not required to give up his/her a.m. and/or p.m. route to take the trip he/she shall receive two (2) hours at the driver's regular rate of pay for the trip plus \$8.50 per hour for all remaining hours of trip.

ARTICLE 21
OVERTIME

- 21.1 All overtime shall be offered to employees on a rotation basis recognizing seniority using the following formula.
- 21.2 All overtime work shall be posted five (5) days in advance if possible. Employees shall be awarded overtime within their own job location before it is offered to an employee from another location.
- 21.3 If an employee within a job location declines overtime, it shall be offered to the senior employee, within the job classification that the overtime is needed. Such overtime out of location shall be on a rotation basis.
- 21.4 Any employee who works more than forty (40) hours during any single work week shall be compensated at the rate of time and one-half as required by the Fair Labor Standards Act. The Superintendent or designee must approve any work beyond forty (40) hours in a single work week absent an emergency where it is impractical to seek prior approval. Only hours actually worked are considered in computing eligibility for overtime. Thus, for example, sick leave, vacation leave, holidays or lunch time are not considered "hours worked".
- 21.5 In lieu of being paid for overtime, an employee may request and obtain approval in advance to accrue and use compensatory time for their immediate supervisor, the Superintendent, Chief Financial Officer or their designee. All compensatory time must be used within sixty (60) days after the pay period accruing the leave. Compensatory time may only be used in increments of 2 hours. Employees accruing or using compensatory time must record such accrual or use their time sheet.

ARTICLE 22
WORKERS' COMPENSATION

- 22.1 The Board of Education agrees to continue to pay insurance benefits to employees who are on workman's compensation for a period of twelve (12) months from time of qualification. This will hold true until the end of twelve (12) months or the employee returns to work whichever is first.

ARTICLE 23
SICK LEAVE

- 23.1 Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-fourth (1 1/4) days per month.
- 23.2 Sick leave may be used for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate

family. Unused sick leave shall be accumulative for the period of time that an employee works for the Board of Education up to a maximum of 250 days.

Definition of immediate family: Father, Mother, Brother, Sister, Son, Daughter, Husband, Wife, Stepson, Stepdaughter, Stepmother, Stepfather, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Grandmother, Grandfather, Grandson, Granddaughter, Son-in-law, Daughter-in-law, Aunt and Uncle.

- 23.3 Any accumulated sick leave of a person separated from any other public service shall be transferable, up to 50% of such prior accumulated sick leave to a maximum of 185 days.
- 23.4 Upon the fifth (5th) consecutive day of sick leave used during a school year, the employee will provide to the Superintendent, a signed statement from the attending medical professional to certify and justify the use of sick leave.
- 23.5 An employee who uses sick leave must personally inform the employee's immediate supervisor, or the Superintendent or the Chief Financial Officer if the immediate supervisor is unavailable, of the reason for the absence.
- 23.6 Sick Leave Donation
- A. If a bargaining unit member or member of his/her immediate family (spouse, child or parent) has experienced a catastrophic illness or injury; the bargaining unit member may apply for a donation of sick leave from other bargaining unit members after he/she has exhausted all other paid leave for which he/she is eligible. For the purpose of this section "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune.
 - B. A bargaining unit member may request donations more than once in any school year, but is limited to receiving a maximum of twenty (20) days per school year regardless of the number of requests.
 - C. Request for donated sick leave shall be made on the approved sick leave donation request
 - D. An ad hoc sick leave donation review committee comprised of the Superintendent, Treasurer, and two (2) bargaining unit members selected by the Association President will review all requests for donations of sick leave and determine on a case-by-case basis whether the requesting bargaining unit member's illness or injury meets the definition of catastrophic as defined in this section. If so, the committee will send out a notice to all bargaining unit members notifying them of the need for the donated days.

- E. Bargaining unit members, who have a minimum of thirty (30) accrued but unused sick leave days at the time the donation request is made, may donate up to two (2) days of sick leave per each request for donation, up to a maximum of four (4) donated days per school year. Bargaining unit members donating sick leave shall notify the ad hoc committee of their donation by submitting a donation form to the committee.
- F. The donation of sick leave days by bargaining unit members is strictly voluntary. The committee is not responsible to provide sick leave days if none are donated.
- G. Neither the name of the bargaining unit member requesting the donation of sick leave days nor the names of the bargaining unit members donating sick leave days shall be disclosed to anyone other than the committee representatives or those member(s) of the Treasurer's staff who administer the crediting and debiting of sick leave days pursuant to the donation procedure.
- H. Donated sick leave days cannot be used beyond the school year in which the request is made or beyond the term of the contract under which the requesting employee is employed.
- I. No bank, fund, or carryover balance of donated sick leave days shall be created as a result of the implementation of this section. The Treasurer or his/her staff will only deduct the number of requested and used days up to a maximum of twenty (20) days from those bargaining unit members who have responded to the donation request.
- J. Donating sick leave days will not disqualify employee for leave bonus provision.

ARTICLE 24
SEVERANCE PAY

- 24.1 Upon an employee's retirement or death said employee or the employee's estate will receive pay computed from said employee's current rate of pay. The amount will be based on the following:
- A. Employees with twenty (20) years or more in the local school district will be paid one-fourth (1/4) of their accumulated unused sick leave with a maximum based on one-fourth (1/4) of two hundred (200) days.
 - B. Employees with ten (10) years or more in the local school district will be paid one-fourth (1/4) of their accumulated unused sick leave with a maximum based on one-fourth (1/4) of one hundred and seventy-five (175) days.

- C. All others shall be paid, as severance pay, one-fourth (1/4) of the employee's accumulated unused sick leave with a maximum based on one-fourth (1/4) of one hundred and thirty-five (135) days.
- 24.2 The rate of pay shall be his/her rate of salary schedule at the time of leaving the service of the Board.
- 24.3 Upon documentation by the employee of receipt of the first retirement check from SERS, the employee shall be paid the appropriate severance amount, separate from the last paycheck of the employee. Receipt of severance pay results in the extinguishment of all remaining sick leave of the employee.

ARTICLE 25
CALAMITY DAY

- 25.1 All employees shall be paid their appropriate rate of pay for all days or apart of a day when schools in which they are employed are closed due to a public calamity. A "public calamity" includes hazardous weather conditions, inoperability of school buses, damage to a school building, and temporary circumstances due to utility failure which render a school building unfit for use, as determined by the Superintendent.
- 25.2 Any employee that performs work for the Board or reported to work shall be compensated in accordance with Article 21 for all hours worked over forty (40) per week. This time must be recorded as such and turned in on the time sheet with the requesting administrator's signature. All overtime for calamity days will be rotated among employee's of each classification when possible choice.
- 25.3 Calamity days shall be counted as days worked for the purpose of determining the rate of overtime compensation.
- 25.4 This Article does not pertain to required make-up days.
- 25.5 The Superintendent or designee shall have the right to call in any custodial, maintenance or mechanic employees in case of a calamity or severe weather day. All such employees called into work during this time shall be compensated pursuant to Section 25.2, except that compensatory time may be taken within sixty (60) days after the pay period accruing the leave, or as otherwise agreed between the supervisor and the employee.
- 25.6 When there are school starting delays, Aides shall have the option of reporting at their regular scheduled starting time, reporting at the time school begins after the delay or working after school ends to make up the time missed during the delay.

ARTICLE 26
LEAVE OF ABSENCE

- 26.1 Upon written request the Board of Education may grant a leave of absence for a period of not more than two (2) years for education of professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request.
- 26.2 Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while s/he was on leave.
- 26.3 If after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if s/he is hired by the Board as a regular employee, or if s/he is hired by the Board as a regular employee within a year after his/her employment as a replacement, s/he shall receive credit for his/her length of service with the Board during such replacement period.
- 26.4 Authorized leaves of absence do not constitute an interruption in continuous service; however, if a leave of absence extends, beyond the days set forth by SERS to constitute a year's service, the year will not be counted as a year on salary step.

ARTICLE 27
HOLIDAYS

- 27.1 Twelve (12) month employees will receive the following days as paid holidays:

Labor Day	Martin Luther King Day
Thanksgiving	Memorial Day
Day after Thanksgiving	Independence Day
Christmas	Day after Independence Day
Day after Christmas	
Day before Christmas	
New Year's Day	

- 27.2 All employees working less than 12 months will receive the following days as paid holidays:

Labor Day	Martin Luther King Day
Thanksgiving	Memorial Day
Christmas	
Day after Christmas	
New Year's Day	

ARTICLE 28
VACATIONS

- 28.1 Each full time twelve (12) month employee is entitled to vacation and shall be granted vacation with pay excluding legal holidays, upon request, using the following schedule:

Service 1 year - Two (2) weeks
 7 years - Three (3) weeks
 13 years - Four (4) weeks

28.2 Vacations may be accumulated but not to exceed six (6) weeks in one (1) calendar year, upon the approval of the Superintendent.

28.3 Any request for the use of vacation time must be submitted to the Superintendent fifteen (15) calendar days before the date upon which vacation will be used by an employee. No more than one employee from each classification (see Article 2, Section 2.2) shall be granted vacation day(s) at the same time.

ARTICLE 29
INSURANCE

29.1 The Board of Education shall make health insurance, dental insurance and term life insurance available to all full time employees as defined in Article 30.

29.2 Health Insurance

The board shall provide the following three options for employees to select during the open enrollment period:

	OPTION 1		OPTION 2		OPTION 3	
	OMERESA – non Grandfathered United Healthcare Network		OMERESA – non Grandfathered United Healthcare Network		OMERESA – non Grandfathered United Healthcare Network	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Annual Deductible						
Single	\$550	\$1,000	\$2,000	\$2,000	\$1,500	\$1,500
Family	\$1,650	\$2,000	\$4,000	\$4,000	\$3,000	\$3,000
Coinsurance	85%	70%	80%	60%	100%	70%
Out of Pocket Maximum (includes deductible)						
Single	\$1,500	\$3,000	\$3,500	\$7,000	\$1,500	\$3,000
Family	\$3,000	\$6,000	\$7,000	\$14,000	\$3,000	\$6,000
Emergency Care (copay waived if admitted)	\$150 copay + 10%	\$150 copay + 10%	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Urgent Care	\$50	\$50 copay	Ded &	Ded &	Ded &	Ded &

Facility/Non-Emergency Care	copay		Coins	Coins	Coins	Coins
Inpatient Hospital	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Office Visits Primary Care Physician (PCP)	\$30 Copay	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Specialist (SCP)	\$30 Copay	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Preventive Care	No Cost Share	Ded & Coins	No Cost Share	Ded & Coins	No Cost Share	Ded & Coins
Prescription Drugs						
Generic/Brand Formulary/ Brand Non-Formulary	\$10/\$20/\$30	50%, Minimum \$30 Copay	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Mail Order Drugs						
Generic/Brand Formulary/ Brand Non-Formulary	\$20/\$40/\$60	Not Covered	Ded & Coins	Not Covered	Ded & Coins	Not Covered
Carrier Notes: Medical Rates:			Family deductible must be met before coinsurance applies		Family deductible must be met before coinsurance applies	

If selecting Option A or the PPO plan the employee shall contribute 10% of the premium contributions. Premium contribution will be deducted each bi-weekly pay period.

If selecting Option B or the High Deductible with HSA plan the board will contribute \$1,125 to the employee's HSA account for a single plan and \$2,250 to the employee's HSA account for a family plan. Employee must meet the federal requirements to be eligible to participate in a Health Savings Account to receive the contribution.

If selecting Option C or the High Deductible (\$1,500/\$3,000) with HSA plan the board will contribute \$1,125 to the employee's HSA account for a single plan and \$2,250 to the employee's HSA account for a family plan. Employee must meet the federal requirements to be eligible to participate in a Health Savings Account to receive the

contribution. Employee will also contribute the difference in the premium from Option B and Option C. Premium contribution will be deducted each bi-weekly pay period.

Employees may make additional pre-tax contributions consistent with IRS regulations by payroll deduction. Employees shall determine their contribution for the year at the time of enrollment. Changes can be made during the open enrollment period.

Board contributions to HSA accounts will be made in January of each year. Employees hired on or after January 1, or otherwise qualifying to enroll in the health insurance program, shall receive a pro-rated Board contribution based on the number of months employed by the District for the initial year. Employees who leave the insurance plan for any reason during the following twelve-month period will reimburse the Board at the rate of one-twelfth of the Board paid contribution for each month that the employee is no longer in the plan. Employees planning on regular retirement may request, in writing to the Chief Financial Officer by December 15, that the Board only contribute a pro-rated amount into the HSA. The Board will not seek recovery of any HSA contribution made on behalf of an employee who passes away during active employment.

Employees may sign up for the insurance plan during the open enrollment period of any year.

29.3 Dental Insurance

The Board of Education will pay 100% of the premium for dental insurance for either a single or family plan.

29.4 Life Insurance

The Board of Education will pay 100% of the premium for a life insurance policy as follows:

\$20,000 term life insurance policy for each regular employee

The Board of Education reserves the right to choose the insurance company. The policy will include a provision that the employee may pick up the premium upon termination of employment. This pick-up premium will be set by the insurance company.

29.5 Insurance Study Committee

The Board, ELEA, and OAPSE will mutually agree to create a Joint Insurance Committee with representatives consisting of the Board, Administration, ELEA, and OAPSE. Each group will have appointed members/representatives selected to serve on the committee.

The Joint Insurance Committee shall meet and review the current insurance benefits package and shall investigate methods to improve current benefits and reduce overall cost. The Committee will meet a minimum of twice per school year or more frequently if deemed necessary by members of the Committee.

The Committee will review and have access to monthly and annual costs relative to Medical Claims, Prescription Claims, and other cost incurred with Health Insurance expenses. The Committee will study the monthly and annual cost/claims to share, educate, and communicate to staff members of each association the most current cost and expenses of the district's health insurance plans, if applicable through allowable data released under current Insurance Plan Design and/or HIPPA.

The annual preparation of a document created jointly by the Health Insurance Committee will be developed to communicate to district personnel the Insurance benefits plan options recommended by the Insurance Committee, Administration, and joint association members in accordance with the financial status of the district.

29.6 Section 125 Plan

The Board shall offer to employees a Section 125 Plan for purposes of deferring tax on medical insurance premiums only. The Plan shall be established pursuant to Internal Revenue Code Section 125 and applicable Internal Revenue Service guidelines and/or procedures.

29.7 Insurance Waiver

Any member of the bargaining unit who is covered by other health insurance and who elects to decline Board insurance coverage shall be eligible for an annual stipend. If seven or less bargaining unit members waive group insurance the stipend shall be \$2,000. If eight or nine bargaining unit members waive group insurance the stipend shall be increased to \$4,000. If ten or more bargaining unit members waive group insurance the stipend shall be increased to \$6,000.

Employees participating in the insurance waiver must notify the Board chief financial officer in writing no later than the last day of the open enrollment period of any year that they wish to decline coverage.

An employee participating in the insurance waiver shall receive payment no later than 90 days after the close of the open enrollment period.

This option shall be annual. Any employee that has a qualifying condition that would require them to join the group health insurance during the one year period being waived shall be required to repay the annual stipend at a pro-rated amount.

ARTICLE 30
CLASSIFICATION HOURS

30.1 The Board of Education agrees to the following minimum hours for classified positions listed:

30.2 Food Service

Full-time Cook 7 hours per day

If needed on special lunch preparation days, the cook may request additional hours to prepare meals. If the request is approved by the Superintendent or his/her designee, the hours shall be paid at the appropriate rate of pay.

30.3 Educational Aides

Full-time Educational Aide 6.5 hours per day

30.4 Bus

Full-time bus Driver 4 hours per day

30.5 Custodial

Full-time Custodian 8 hours per day

30.6 Secretarial-Clerical

Full-time Secretary	6.5 hours per day
30.8 Mechanic	8 hours per day
30.9 Maintenance	8 hours per day

For all positions created or posted on or after July 1, 2005, the Board may establish the hours for such positions and the hours need not comply with the terms of this Article.

ARTICLE 31
PROFESSIONAL GROWTH

31.1 The Board of Education agrees to pay expenses for employees who are required to attend any workshop throughout the year. Any other workshops that regular employees are required to attend shall also be paid by the Board.

ARTICLE 32
CLASSIFICATION STEPS

32.1 Years of service in the classification Steps shall be based on Total Years of Service with the Board. This is for the purpose of yearly salary adjustments. Regular employees who are required to work in another classification or assignment shall receive their current wage or one step above (whichever is greater).

32.2 If the assignment is temporary the employee shall receive his/her current rate of pay including any differential pay included in their salary plus an additional \$1.00 per hour.

32.3 Employees who change classification shall receive the new classification's pay rate for the new position based on his/her current years of service with the Board.

ARTICLE 33
SALARY SCHEDULE

33.1 Effective July 1, 2013, wages shall be increased by one dollar (\$1.00) per hour for all classifications.

Effective July 1, 2013, wages shall be increased by seventy five cents (\$.75) per hour for all classifications.

Effective July 1, 2013, wages shall be increased by fifty cents (\$.50) per hour for all classifications.

Effective July 1, 2013, all aides shall be placed on the same pay schedule as secretaries and cooks.

- 33.2 There shall be fourteen steps in the salary schedule adding step 14. The increment for this step shall be seventeen (\$0.17) cents.

ARTICLE 34
BONDING

- 34.1 The Board of Education will provide a blanket bond for employees who are required to handle, deposit, or account for any money.

ARTICLE 35
BEREAVEMENT LEAVE

- 35.1 The Eastern Local Board of Education hereby grants all regular employees bereavement leave as follows:
- A. Bereavement leave can be used for a death in the immediate family as defined in Article 23. For the purpose of bereavement leave only niece, nephew and first cousin shall be added to the immediate family list as defined in Article 23.
 - B. Three (3) paid days will be given under bereavement leave and any day(s), approved by the Superintendent for bereavement purposes, will be deducted from the accumulated sick leave.
 - C. There is no carryover into the next school year of unused bereavement leave.
 - D. The person requesting leave shall identify by name the deceased on behalf of who leave is requested.

ARTICLE 36
SHIFT PREMIUM

- 36.1 The Board shall pay a shift differential to full-time custodians who work a regular shift that extends past 7:00 p.m. This shift differential shall be forty cents (\$.40) per hour and shall only not be paid when the employee is changed to a regular shift.
- 36.2 Any employee claiming shift premium must note on the employee's time sheet submitted for additional pay that the employee worked a shift eligible for premium pay. The failure of the employee to note on the time sheet that premium pay is required, shall result in no premium pay

ARTICLE 37
MEDICATION

37.1 Medication shall be dispensed to students in accordance with Ohio Revised Code Section 33 13.713.

ARTICLE 38
PERSONNEL FILES

38.1 Any employee shall have the right to inspect his/her own personnel file, and shall have the right to ask for and receive a copy of any document that is placed in his/her file in the presence of an administrator. Any employee inspecting his/her file may be accompanied by another individual of his/her choice, which may be a Union Representative.

38.2 No anonymous letters shall be placed in an employee's personnel file.

38.3 If any employee disputes the accuracy, the timeliness, relevance or completeness of documents in his/her file, employee may request in writing that the Board investigate the current status of the information. The employee may submit a statement that he/she wants attached to the disputed documents. The statement shall be attached to the disputed document.

38.4 When the Board places any document of any nature in the employee's personnel file, it shall send a copy to the effected employee, and with the employee's permission a copy to the Local Union President. When the employee signs the said document in question, it shall not be considered a waiver of his/her rights and/or acknowledgment of truth of any statement contained in that document or documents.

ARTICLE 39
ASSAULT LEAVE

39.1 In the event that an employee of the Eastern Local School District is injured physically by assault from students or others as a result of fulfilling their professional responsibilities, and who must be absent from work because of such injury, the Eastern Board of Education will grant assault leave during days off for recuperation or court appearances, up until sixty (60) work days have been accumulated at which time they may take sick leave if extended time needed. These days will not be deducted from the employee's sick leave or personal leave. The Board shall pay the net difference between Worker's Compensation and the employee's salary.

An employee shall submit a written request to the Superintendent for assault leave. This must also be accompanied by a statement from a licensed medical physician corroborating injury sustained as a result of the assault. The superintendent may request at Board expense from another licensed medical physician corroborating the injury when in his/her opinion it is necessary to do so. The Superintendent shall then make a decision regarding the assault claim, consistent with the medical opinion. The Superintendent may at any time during the assault leave request a medical opinion, at Board expense. The Superintendent's decision shall be final in all matters regarding assault leave.

In the event sick leave or personal days are deducted and the Superintendent later approved the awarding of assault leave, credit for sick leave or personal days will be reinstated for the employee.

The Eastern Board of Education will do everything within their legal power to support or back the assaulted employee in restoring personal property damaged or destroyed.

ARTICLE 40
ASSOCIATION AFFAIRS

- 40.1 The Association shall be granted for each Association conference not to exceed two (2) meetings annually, a maximum of three (3) days for two (2) delegates, with pay. The Association shall pay the total cost of the salary including retirement of each substitute who has replaced them while attending the meetings.
- 40.2 Employees who wish to attend Association workshops may apply to the Board under Article 31. Professional growth may be granted permission to attend by the Board.

ARTICLE 41
JURY DUTY

- 41.1 Employees of the Board of Education will be paid the difference between such employee's regular compensation and the reimbursement received by him for serving as a juror.

ARTICLE 42
MILITARY LEAVE

- 42.1 The Board shall grant military leave in accordance with state and federal law, including O.R.C. 3319.14.

ARTICLE 43
MILEAGE REIMBURSEMENT

- 43.1 Employees shall be reimbursed for mileage that is approved in advance and reported on a mileage form. This shall be for mileage driven in personal vehicles on Board business for assignments only, payable at the established IRS mileage rate. No gas shall be used in personal vehicles from any school gas pumps.

ARTICLE 44
SPECIAL PROVISIONS

- 44.1 There shall be a cook on duty from each building whenever there is an event that would require the use of the kitchen and/or its facilities. If a cook from the building in use is not available, then a cook from another building may be assigned. Cooks performing

this duty shall be paid at their regular hourly rate unless it would constitute overtime in which case they will be compensated pursuant to Article 21.

- 44.2 A custodian shall be on duty whenever there is an event requiring the use of any building under the Building Usage Form and the group using the building pays a fee. Custodians assigned shall be paid their regular hourly rate unless it would constitute overtime in which case they will be compensated pursuant to Article 21.
- 44.3 Nine (9) month elementary secretaries shall have one additional day before and after the school year added to their contract year.
- 44.4 In the event that a bargaining-unit employee would take a non-bargaining unit position with the District, the employee shall retain rights to return to their former bargaining-unit position without loss of seniority and shall resume the contract status which they held prior to taking the non-bargaining unit position. Should the former bargaining-unit position no longer exist, then they shall be placed in a similar or equivalent position.

ARTICLE 45 **SERS PICKUP**

The Board shall pick up, utilizing the salary reduction method, contributions to the School Employees Retirement System paid upon behalf of the employees, at no cost to the Board, under the following conditions:

- A. The amount to be “picked up” on behalf of each employee shall be the required percentage of the employee’s gross annual compensation. The employee’s compensation shall be reduced by an amount equal to the amount “picked up” by the Board for the purpose of state and federal tax only. This reduction and pick up shall be at no cost to the Board of Education.
- B. The pickup percentage shall apply uniformly to all bargaining unit members.
- C. The pickup shall become effective the first month after the signing of this Agreement and shall apply to all compensation.
- D. The parties agree that should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- E. Payment for all paid leaves, sick leave, personal leave and severance, shall be based upon the employee’s gross pay.
- F. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.

- G. Each bargaining unit member will be responsible for compliance with IRS regulations with regard to the “pick-up” in combination with other tax deferred compensation plans.

ARTICLE 46
FAMILY AND MEDICAL LEAVE ACT

Bargaining unit members shall be entitled to a leave of absence under the Family and Medical Leave Act. The Board shall grant such leave in accordance with the rules promulgated under that Act. A bargaining unit member must substitute any accrued paid or unpaid leave for leave provided under any part of the 12-week period of the family medical leave. Such substitution shall not negate any of the rights or benefits provided by the Act. If the bargaining unit member has not accrued adequate paid or unpaid leave to encompass the entire 12-week period of family leave taken under this section, the additional weeks of leave necessary to attain the 12 work weeks of leave shall be taken in accordance with the provisions of the Act. Return from any unpaid leave shall be under the terms as those provided for under the Family and Medical Leave Act.

ARTICLE 47
USE OF TOBACCO BY ALL EMPLOYEES

The Board of Education and Association recognize that the use of tobacco presents a health hazard which can have serious consequences both for the user and the non-user and is, therefore, of concern to the Board.

For purposes of this policy, use of tobacco shall mean all uses of tobacco. Including a cigar, pipe, cigarette, snuff, or any other matter of substance that contains tobacco.

In order to protect students and staff from an environment noxious to them, and because the Board cannot, even by indirection, condone the use of tobacco, the Board prohibits the use of tobacco by all employees in school buildings on school grounds, on school buses, or within any indoor facility owned, leased, or contracted for and utilized for the provision of routine or regular kindergarten, elementary, or secondary educational or library services to children, or otherwise, in accordance with Ohio law.

ARTICLE 48
EMPLOYEE CONTRACT YEAR

Any regular contract employee must work at least 120 days in an employment year before the employee will be considered to have been employed for a one-year period under Section 33 19.081 of the Ohio Revised Code. Thus, an employee is not eligible for a subsequent multi-year contract or for movement on the Salary Schedules until completion of at least 120 days of employment in any one employment year.

ARTICLE 49
DRUG AND ALCOHOL TESTING FOR CDL
HOLDERS AND SAFETY-SENSITIVE POSITIONS

The provisions of this Article are intended to comply with the Eastern Local Schools' Drug-Free Workplace Policy, the OMNIBUS Transportation Employee Act of 1991 and U.S. Department of Transportation regulations. This federal law requires that all employees who are required to hold a commercial driver's license ("CDL") as a condition of employment. The purpose of this Article is to supplement the requirements of federal law.

1. The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the workplace. Covered employees are prohibited from using alcohol within four (4) hours prior to performing their duties. Covered employees' are prohibited from reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater, or being under the influence of a prohibited drug. If the Board learns of a covered employee having an alcohol concentration of 0.02 or greater, or being under the influence of a prohibited drug, the employee shall immediately cease performing his/her duties for at least twenty-four (24) hours from the time of the Board's learning the results of such alcohol drug testing.
2. Records concerning an employee's treatment for alcohol and drug-related problems shall remain strictly confidential and shall remain separate from other personnel materials.
3. Employees voluntarily seeking assistance will be entitled to use their sick leave, personal leave and/or vacation time during treatment. Use of such leave shall not interfere with the decision of the Board whether to impose disciplinary action.
4. The employer shall pay all costs associated with the administration of alcohol and controlled substances test. This includes all retests, second tests and/or testing of the "split specimen" at a federally-certified laboratory if so requested by the employee. The Board will not pay for the employee's time while not on regular duty, if the split specimen tests results are positive.
5. Any employee who refuses to submit to a drug and alcohol test shall be prohibited from performing or continuing to perform his/her duties. A refusal to submit to testing will be considered a positive test result.
6. All controlled substance tests shall be conducted in accordance with federal testing guidelines and be performed by a laboratory that is federally-certified.
7. A covered employee will be subject to disciplinary action under this section, up to and including termination, for any of the following reasons, in accordance with the terms of this Collective Bargaining Agreement.

- a. Reports for duty or performs work while having an alcohol concentration of at least 0.02 but less than 0.04, or while having an alcohol concentration of 0.04, or greater.
 - b. Reports for duty or performs work while testing positive for using a prohibited drug, or while being under the influence of a prohibited drug.
 - c. Refuses to submit to drug or alcohol testing.
 - d. Alters or attempts to alter alcohol and/or drug testing results.
 - e. Fails to remain readily available for post-accident testing (including notifying the supervisor of his/her location, if the covered employee leaves the scene of the accident prior to the submission of a post-accident test, unless the covered employee's departure is to obtain necessary emergency medical care).
8. Discipline short of termination resulting from a violation of the alcohol and controlled substance policies shall be subject to the grievance procedure.
 9. The employer shall make all reasonable efforts to afford employees the right to union representation whenever an employee is directed to submit to an alcohol or controlled substance test.

ARTICLE 50

EMPLOYEE DRUG TESTING

The Board and the Association agree that employees must comply with Board Policy on Drug Free Schools, which prohibits the possession, use, sale, or distribution of alcohol and any controlled substance on school property at all times. In addition, the Board and Association agree that all employees should be free of any influence of alcohol and/or any illegal and/or controlled substance(s) while on duty.

All time spent undergoing an alcohol or controlled substance test, including travel time, will be paid at the employees regular rate of pay, if applicable. In addition, any employee who is not permitted to return to work while awaiting test results will be compensated during the waiting period of all work time lost, if applicable.

1. New Employee Drug Testing

Employees shall be subject to at least one drug test during the employee-s first ninety (90) days of employment to be conducted by the employer at the employer's expense. Such drug testing shall be conducted to determine the presence of including but not limited to the following substances:

Alcohol
Marijuana
Cocaine

Opiates
Amphetamines
Phencyclidine (PCP)

2. Mandatory Employee Drug Testing for Reasonable Suspicion Only.

Drug testing shall be mandatory for any employee when there is reasonable belief that the employee is under the influence of alcohol and/or any illegal and/or controlled substances while on duty.

Such drug testing shall be conducted to determine the presence of including but not limited to the following substances:

Alcohol
Marijuana
Cocaine
Opiates
Amphetamines
Phencyclidine (PCP)

3. Results of Employee Drug Testing

Any employee who tests positive for drug/alcohol use pursuant to the terms of this section shall be prohibited from performing or continuing to perform any position with the district. Further, employees who refuse to submit to a test shall be prohibited from performing or continuing to perform any position with the district until such time as the employee submits to a requested test.

In addition, employees who test positive for drug/alcohol use will be subject to disciplinary action, up to and including termination, for any of the following reasons. Such discipline shall be subject to the grievance procedure of the Agreement and shall be expedited to the arbitration level.

- A. reports for duty or performs work while having an alcohol concentration of .03 or greater
- B. reports for duty or performs work while testing positive for using a prohibited drug, or while being under the influence of a prohibited drug
- C. refuses to submit to drug and/or alcohol testing
- D. alters or attempts to alter or unduly influence alcohol and/or drug testing results
- E. fails to remain readily available for post-accident testing

4. Voluntary Disclosure of Alcohol/Substance Abuse by Employee

Any employee who voluntarily discloses that he/she has an addiction to alcohol or controlled substances will qualify for the receipt of medical insurance benefits for treatment of alcohol or substance abuse to the extent that such benefits are provided

for or offered in the Board's health insurance package. Voluntary disclosure of an alcohol or drug addiction by an employee will not subject the employee to disciplinary action unless such disclosure is made after the employee is selected to be tested or immediately prior to the selection of employees to be tested. Nothing herein shall prevent the Board from disciplining an employee for misconduct associated with his/her alcohol and/or drug use regardless of whether the employee has disclosed that s/he has an alcohol or drug addiction. Employees will be subject to disciplinary action, up to and including termination, for any of the following reasons. Such discipline shall be subject to the grievance procedure of the Agreement and shall be expedited to the arbitration level.

- A. reports for duty or performs work while having an alcohol concentration of .03 or greater
- B. reports for duty or performs work while testing positive for using a prohibited drug, or while being under the influence of a prohibited drug
- C. refuses to submit to drug and/or alcohol testing
- D. alters or attempts to alter or unduly influence alcohol and/or drug testing results
- E. fails to remain readily available for post-accident testing=

ARTICLE 51 **BCII REPORT**

1. In the event it is necessary for the Board to employ an employee prior to having received the results of the criminal records investigation, that employee's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and investigation (BCII) which is not inconsistent with the employee's answers to questions on the job application or state law. In such event, if a report is subsequently received from the Bureau of Criminal Identification and Investigation which is inconsistent with the employee's answers to questions on the job application or state law, the employee shall be notified in writing by certified mail or personal service. If the employee does not deny the accuracy of the BCII report within five (5) working days, the action of the Board employing such employee shall be void without any further act by any party, and without the necessity of proceedings under Ohio Revised Code 33 19.081 to formally terminate such employee's contract of employment.
2. If the employee denies the accuracy of the BCII report, the employee shall immediately be placed on leave without pay but with benefits for a period of up to thirty (30) days. If within that period, the Board receives a corrected report from BCII which is not inconsistent with the employee's answers to questions on the job application or state law, the employee shall be returned to duty to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from BCII which is not consistent with the employee's answers to questions on the job application or state law, the action of the Board employing such employee shall be void without any further act by any party, and without the necessity of

proceedings under Ohio Revised Code 33 19.081 to formally terminate such employee's contract of employment.

ARTICLE 52
BONUS

52.1 Each bargaining unit member shall be paid a bonus on the last payroll in June of each year if the bargaining unit member has used sick and personal leave during the school year according to the following schedule:

0 days of leave - \$600.00
1 day of leave - \$500.00
2 days of leave - \$400.00
3 days of leave - \$300.00

52.2 For each of the bonuses above employees hired during the school year shall be eligible to receive each of the bonuses on a pro-rated basis.

ARTICLE 53
SAFETY

53.1 Maintenance, bus mechanics and custodial bargaining unit members shall wear safety toed, non-slip shoes during their hours of employment.

53.2 The Board shall reimburse the employees for the cost of the safety toed, non-slip shoes up to \$75.00 per year.

53.3 The Board shall provide maintenance and bus mechanics with coveralls for use during their hours of employment.

53.4 All employees will cooperate with inspections and efforts to be in compliance with rules and regulations relating to the School Environmental Health and Safety Inspections.

ARTICLE 54
EXECUTION AND AGREEMENT

This Agreement shall become effective on September 1, 2013, or upon Union ratification and Board approval, whichever is later, and continue in full force and effect through August 31, 2016.

FOR THE BOARD

DATE

FOR THE UNION

DATE

<u>Scott Mann</u>	<u>12-3-13</u>	<u>Sheila Rae Connelly</u>	<u>12-2-13</u>
<u>Greg Bryer</u>	<u>12-3-13</u>	<u>Connie Osborne</u>	<u>12-2-13</u>
<u>Elyse Antone</u>	<u>12-4-13</u>	<u>Nellie D. Buckley</u>	<u>12-2-13</u>

Eastern Local School District
 Salary Schedule
 OAPSE Local #448

Increase \$ 1.00

Effective 2013- 2014

Years	Sec'y	Aide/ Monitor	Custodian	Mech.	Maint.	Bus Driver	Lunch Supv	Cook
0	12.51	12.51	12.75	15.60	13.98	14.86	12.22	12.51
1	12.76	12.76	13.01	16.00	14.30	15.18	12.45	12.76
2	13.02	13.02	13.25	16.38	14.57	15.53	12.72	13.02
3	13.25	13.25	13.53	16.80	14.88	15.86	12.96	13.25
4	13.52	13.52	13.78	17.12	15.18	16.19	13.15	13.52
5	13.76	13.76	14.03	17.36	15.43	16.54	13.42	13.76
6	13.99	13.99	14.30	17.62	15.67	16.80	13.67	13.99
7	14.23	14.23	14.50	17.85	15.91	17.03	13.89	14.23
8	14.47	14.47	14.74	18.06	16.14	17.26	14.13	14.47
9	14.72	14.72	15.00	18.32	16.39	17.48	14.39	14.72
10	14.97	14.97	15.23	18.56	16.63	17.72	14.64	14.97
11	15.19	15.19	15.47	18.80	16.89	17.97	14.88	15.19
15	15.44	15.44	15.71	19.05	17.13	18.22	15.13	15.44
20	15.65	15.65	15.92	19.26	17.34	18.42	15.33	15.65
25	15.82	15.82	16.09	19.43	17.51	18.60	15.50	15.82

Eastern Local School District
 Salary Schedule
 OAPSE Local #448*

Increase \$ 0.75

Effective 2014-2015

Years	Sec'y	Aide/ Monitor	Custodian	Mech.	Maint.	Bus Driver	Lunch Supv	Cook
0	13.26	13.26	13.50	16.35	14.73	15.61	12.97	13.26
1	13.51	13.51	13.76	16.75	15.05	15.93	13.20	13.51
2	13.77	13.77	14.00	17.13	15.32	16.28	13.47	13.77
3	14.00	14.00	14.28	17.55	15.63	16.61	13.71	14.00
4	14.27	14.27	14.53	17.87	15.93	16.94	13.90	14.27
5	14.51	14.51	14.78	18.11	16.18	17.29	14.17	14.51
6	14.74	14.74	15.05	18.37	16.42	17.55	14.42	14.74
7	14.98	14.98	15.25	18.60	16.66	17.78	14.64	14.98
8	15.22	15.22	15.49	18.81	16.89	18.01	14.88	15.22
9	15.47	15.47	15.75	19.07	17.14	18.23	15.14	15.47
10	15.72	15.72	15.98	19.31	17.38	18.47	15.39	15.72
11	15.94	15.94	16.22	19.55	17.64	18.72	15.63	15.94
15	16.19	16.19	16.46	19.80	17.88	18.97	15.88	16.19
20	16.40	16.40	16.67	20.01	18.09	19.17	16.08	16.40
25	16.57	16.57	16.84	20.18	18.26	19.35	16.25	16.57

Eastern Local School District
 Salary Schedule
 OAPSE Local #448

Increase \$ 0.50

Effective 2015-2016

Years	Sec'y	Aide/ Monitor	Custodian	Mech.	Maint.	Bus Driver	Lunch Supv	Cook
0	13.76	13.76	14.00	16.85	15.23	16.11	13.47	13.76
1	14.01	14.01	14.26	17.25	15.55	16.43	13.70	14.01
2	14.27	14.27	14.50	17.63	15.82	16.78	13.97	14.27
3	14.50	14.50	14.78	18.05	16.13	17.11	14.21	14.50
4	14.77	14.77	15.03	18.37	16.43	17.44	14.40	14.77
5	15.01	15.01	15.28	18.61	16.68	17.79	14.67	15.01
6	15.24	15.24	15.55	18.87	16.92	18.05	14.92	15.24
7	15.48	15.48	15.75	19.10	17.16	18.28	15.14	15.48
8	15.72	15.72	15.99	19.31	17.39	18.51	15.38	15.72
9	15.97	15.97	16.25	19.57	17.64	18.73	15.64	15.97
10	16.22	16.22	16.48	19.81	17.88	18.97	15.89	16.22
11	16.44	16.44	16.72	20.05	18.14	19.22	16.13	16.44
15	16.69	16.69	16.96	20.30	18.38	19.47	16.38	16.69
20	16.90	16.90	17.17	20.51	18.59	19.67	16.58	16.90
25	17.07	17.07	17.34	20.68	18.76	19.85	16.75	17.07

**Memorandum of Understanding Between Eastern Local Board Of Education and The
Association of Public Employees/AFSCME, AFL-CIO OAPSE Local #448**

WHEREAS, the Board and Association have entered into a Collective Bargaining Agreement (CBA); and

WHEREAS, the Union and the Board have agreed to evaluate the current part-time mechanic position, and the job duties, compensation and benefits associated with the position.

NOW, THEREFORE, the Board and the Union agree in this Memorandum of Understanding (“MOU”) as follows:

- The employee currently holding the mechanic position will be paid according to the present and agreed mechanic salary schedule for hours worked in the position of mechanic, with appropriate credit given for years of experience. As of the 2013-2014 school year, this amount is \$ _____/hour.
- The mechanic shall be eligible for one week of vacation time.
- The hours and schedule for the mechanic position will be determined as needed, by the Superintendent or designee, and may be adjusted to meet the needs of the maintenance requirements for district equipment and vehicles. There is no minimum or standard schedule for this position.
- The mechanic shall report his daily schedule to the Building and Grounds Supervisor as well as any leave of absence.
- The mechanic shall invoice all trips and orders accurately and timely.
- The mechanic shall reduce the need of outsourcing the buses as much as possible.
- The mechanic shall maintain accurate logs and service maintenance on buses and other district vehicles and equipment.

The MOU will be implemented for the remainder of the 2013-2014 fiscal year and expires on June 30, 2014. The position, compensation benefits and duties will be evaluated at that time to determine forthcoming directives to determine if the MOU will be extended or the position changed. This Memorandum of Understanding establishes guidelines for the position is non-precedent setting.

This Memorandum of Understanding has been reviewed by both parties and becomes effective upon the signature of the Association President and Superintendent. By executing this agreement, each party represents to the other that each understands completely the terms and

conditions of this agreement and that no representations, inducements, promises, covenant, or agreement have been made except as set forth herein.

OAPSE/AFSCME Local 448

Eastern Local Board of Education

Sheila Rae Connolly
Sheila Connolly, Union President

Floyd Ridenour
Floyd Ridenour Board President

12-2-13
Date

12-4-13
Date

Scot Gheen
Scot Gheen, Superintendent

12-3-13
Date