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MASTER CONTRACT

BETWEEN

**FAYETTEVILLE-PERRY LOCAL
SCHOOLS**

AND

**FAYETTEVILLE-PERRY
CLASSIFIED EMPLOYEES
ASSOCIATION**

Effective July 1, 2014

Through June 30, 2015

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ARTICLE I - PREAMBLE

1.01 OBJECTIVE AND PURPOSE

The purpose of the Fayetteville-Perry Local School District, hereinafter referred to as the "Board" is to provide the best educational opportunities for the children of the Fayetteville-Perry Local School District. It is the objective of the Board, the Superintendent, and the classified staff to support and provide the highest quality educational progress for the children of the Fayetteville-Perry Local School District.

1.02 COMMON OBJECTIVES

The Board, the Superintendent, and the classified staff can best attain their common objectives and discharge their respective responsibilities by utilizing the abilities, experiences, and the judgment of each other to resolve matters of concern affecting the quality of the educational support program.

1.03 PURPOSE OF CONTRACT

It is the purpose of this document to establish a relationship between the Board and the Association to set forth an orderly procedure for the consideration and mutual resolution of matters of concern of either party.

ARTICLE II - RECOGNITION

2.01 RECOGNITION OF ASSOCIATION

The Board recognizes the Fayetteville-Perry Classified Employees Association / OEA / NEA, an affiliate of the Ohio and National Education Association, as the sole and exclusive bargaining representative of all full-time and regular part-time classified employees of the Board as defined in ORC 3319.081.

2.011 EXCLUDED FROM UNIT

The following positions are excluded from the bargaining unit: substitute employees, confidential employees, secretary to the Superintendent, Assistant Treasurer, Treasurer, Food Service Supervisor, Transportation Supervisor, other administrators and supervisors hired pursuant to 3319.02 of the Ohio Revised Code or as defined by Ohio Revised Code Chapter 4117.

2.02 RECOGNITION OF THE BOARD

The Association agrees that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it without limitation except to the extent the exercise of said authority is in conflict with a provision of this contract. The Association recognizes the right of the Board to implement rules and regulations to govern the District as long as such rules and regulations do not abridge any provisions of the Contract. Except as limited by this contract, the Board shall maintain all rights reposed in it by law to manage and control the school district including:

- A. Determine matters of inherent managerial policy as provided in 3313.47 and 3313.20 of the Ohio Revised Code which include, but are not limited to, areas of discretion of policy such as functions and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the school district organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of Board operations;
- D. Determine the overall methods, process, means or personnel by which the school district operations are to be conducted;
- E. Suspend, discipline, non-renew, demote, terminate, layoff, recall, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the school district;
- H. Effectively manage the work force in all aspects;
- I. Take actions to carry out the mission of the school district;
- J. Make the rules and regulations by which the students and employees of the Board will be governed.

2.03 COMMITMENT TO NEGOTIATE

Further, the Board shall not implement any rule or regulation during the length of this contract which would be considered to be a negotiable item under Chapter 4117 of the Ohio Revised Code.

2.04 DEFINITIONS

2.041 BOARD DEFINED

The term "Board" as used in this Agreement shall refer to the Board of Education of the Fayetteville-Perry Local School District and persons authorized to act on its behalf.

2.042 EMPLOYEE DEFINED

The term "employee" as used in the Agreement shall refer to those persons included in the bargaining unit described above.

2.043 ASSOCIATION DEFINED

The term "Association" as used in this Agreement shall refer to the Fayetteville-Perry Classified Employees Association.

ARTICLE III - NEGOTIATION PROCEDURES

3.01 INTENT OF THE PARTIES

The parties agree that all negotiations shall be conducted in good faith and with the intent to reach an agreement which furthers their mutual goal of supporting and providing quality education in the District.

3.02 OPENING OF NEGOTIATIONS

Negotiations shall commence within ten (10) days of the notification to reopen, or modify this Agreement as provided for in Article 16.02, or at a mutually acceptable date.

3.03 GOOD FAITH

Good faith involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons or to offer counter proposals. However, neither party is compelled to agree to a proposal or to make concessions. Good faith requires both parties to recognize negotiations as a shared process.

3.04 NEGOTIATION TEAMS

The negotiation teams of both parties shall be limited to a maximum of six (6) members each.

3.05 NEGOTIATION MEETINGS

All negotiating meetings shall be held in executive session after regular working hours unless other times are mutually agreed to.

3.06 EXCHANGE OF PROPOSALS

Each party shall, at the first negotiating meeting, present its proposals. No further proposals shall be made after the first session.

3.07 AGREEMENT

3.071 AGREEMENT REDUCED TO WRITING

When final agreement is reached on all items to be included in the negotiated agreement, this final agreement shall be reduced to writing, initialed by the parties.

3.072 ASSOCIATION RATIFICATION

The written tentative agreement shall be submitted to the members of the Association covered by this Agreement for ratification.

3.073 BOARD ACTION

Upon ratification, said ratification shall be communicated to the Board in writing. Upon receipt of such notice of ratification, the Board shall consider and vote on the Tentative Agreement at the next regular or special meeting of the Board. If adopted by the Board, the Agreement shall be executed by the parties and shall be mutually binding.

3.074 REJECTION OF TENTATIVE AGREEMENT

If the Association or Board rejects the package, the impasse provisions of Article 3.08 shall be implemented.

3.08 DISAGREEMENT

3.081 IMPASSE

3.0811 The mediation period shall be forty-five (45) calendar days from the first meeting with the mediator. After the forty-five (45) day period has expired and if an agreement has not been reached, then the impasse procedures of this contract shall be deemed to have been completed and an impasse shall exist. At that time, the Board shall have the right to implement its final offer if it so chooses and the Association shall have the right to strike under the provisions of O.R.C. Chapter 4117 if it so chooses.

3.09 REOPENER

For the purposes of this section, a reopener date shall be treated as if it is an expiration date for the purposes of allowing the Association the right to strike as provided in O.R.C. 4117.14(D)(2) and in accordance with Article III of this agreement.

ARTICLE IV - ASSOCIATION RIGHTS

4.01 USE OF MAILBOXES

The District shall provide mailboxes for all classified employees. The Association shall have the use of the District mail services and mailboxes in the buildings for the purpose of transmittal of Association related communications. The Association also shall be accorded space on any bulletin boards in teachers' lounges and other locations utilized by the teacher's union.

4.02 ASSOCIATION VISITATION

The President of the Association or his/her designee shall be allowed to visit schools in the District for the purpose of meeting with employees covered by this Agreement. The President or his/her designee shall make his/her presence known to the principal upon entering the building. It is understood that such visits will not interfere with or be made during either the President's, the visited employee's assigned work time or as mutually agreed between the principal and the President.

4.03 COPIES OF BOARD MINUTES/INFORMATION

The Board will make available to the Association upon reasonable request and in reasonable time, copies of all Board agendas, minutes and other information available to the public. One current copy of the complete Board policies, administrative manual, and building handbook shall be kept in each building and shall be available to employees upon reasonable request. The Board shall provide the Association one copy of these documents at no cost to the Association.

4.04 USE OF BOARD FACILITIES

If the Association desires to use any of the Board's facilities in order to conduct Association meetings, it shall request the use of the facility at least three (3) days in advance of said use unless in emergency situations. The request shall be sent to the principal or supervisor in charge of the facility. The Association's request shall not be denied unreasonably by the principal or supervisor in charge of the facility.

4.05 ASSOCIATION PRESIDENT RELEASED TIME

In cases of emergency situations, the President may be released of his/her duties to perform the duties of said office.

4.06 BARGAINING UNIT MEMBERS RELEASED TIME

Bargaining unit members may use unpaid released time for Association meetings, conferences or grievance hearings.

4.07 ASSOCIATION DUES PAYROLL DEDUCTION

The business office will deduct professional dues from any bargaining unit member's salary and forward same to the Association if the member requests said deduction in writing by September 15th of each school year.

4.071 SCHEDULE OF EQUAL DEDUCTIONS

The first deduction will be made from the first paycheck in October and will be withheld in equal amounts through the last pay in August.

4.08 JOINT ADMINISTRATION – ASSOCIATION COMMITTEE

A joint committee consisting of up to four (4) persons appointed by the Association and four (4) persons appointed by the Board will meet on the fourth Wednesday of each month and other mutually agreed times to discuss matters of mutual concern.

4.081 PURPOSE OF ADMINISTRATION / ASSOCIATION COMMITTEE

The purpose of this continuing advisory committee shall be to make recommendations regarding in-service, problems, building needs, and other similar District matters affecting the non-teaching staff. It is expressly acknowledged that the Association is not attempting to manage the School District, but to have meaningful and constructive input into matters of mutual concern. It is further expressly acknowledged by the Association and the

Administration and the Board that the Administration/Association Committee is not the vehicle for negotiating items as required by law or this contract.

4.082 MEETINGS AND AGENDA

The Association representatives and the Administration representatives shall exchange written agenda items of matters they wish to discuss five (5) days prior to a scheduled meeting unless otherwise mutually agreed. If there are not items for an agenda, there shall be no meeting.

4.09 NO REPRISAL

There will be no reprisals of any kind taken against any member of the bargaining unit by reason of his/her membership in the Association or participating in any of its activities or for the utilization of any benefit of the Agreement.

4.10 FAIR SHARE FEE

PAYROLL DEDUCTION OF FAIR SHARE FEE

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such non-members during the term of this contract.

NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notice of the amount of the annual Fair Share Fee shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the union.

SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

A. All Fair Share Fee Payors

Payroll deduction of such annual Fair Share Fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

1. Sixty (60) days employment in a bargaining unit position or;
2. January 15th

B. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

TRANSMITTAL OF DEDUCTIONS

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

PROCEDURE FOR REBATE

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.07(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

ENTITLEMENT TO REBATE

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the Association.

EXCLUSIONS

Any bargaining unit member who elects not to join the Association during the 2009-2010 school year will be grandfathered in and will not be subject to the Fair Share Fee provision of this contract. However, if a grandfathered employee elects to become a member in the future, they then shall have waived their rights to be excluded from this provision and will be subject to the Fair Share Fee if they choose to no longer be a member of the Association.

4.11 PRINTING AND DISTRIBUTION OF THE AGREEMENT

Upon the completion of each successor Agreement, the Board shall place a copy of this agreement on the district shared drive for individuals to view and/or print their own copies of the Collective Bargaining Agreement.

ARTICLE V - EMPLOYEE CONTRACTS

5.01 EMPLOYEE CONTRACTS

Non-Probationary Members of the bargaining unit shall be employed under individual contracts in accordance with 3319.081 of the Ohio Revised Code.

5.011 PROBATIONARY MEMBERS

New employees shall serve a probationary period of three (3) months during which they may be terminated without cause.

ARTICLE VI - PERSONNEL FILES

6.01 ONE OFFICIAL FILE

The official personnel file of each member shall be maintained in the central office and shall be the only official file of information on the employee maintained by the Board. This shall be considered a confidential file to the extent permitted by law.

6.02 EMPLOYEE RIGHT TO REVIEW

Upon advance written request, a member shall be able to review his/her personnel file during the regular work hours of the central office within two (2) work days of the request. The official file may be reviewed in the presence of the Superintendent or designee. Members shall have the right to be accompanied by an Association representative when reviewing his/her personnel file. In addition, a representative of a member shall be given access to the file of said member upon presentation of written authorization from the member including the signature of said member.

6.03 BOARD ACCESS TO FILES

Individual members of the Board, Superintendent and all other administrators/supervisory employees as well as clerical employees who have a legitimate business reason for reviewing the employee's personnel file shall have access to same.

6.04 COPY OF PERSONNEL FILE MATERIALS

Any employee shall have the right to obtain a photo static copy of any item(s) (except confidential pre-employment items) in his/her personnel file upon the payment of the reasonable cost of photocopying said materials. Any materials placed in the file shall be copied and handed to the employee before its entry into the file at no cost to the employee.

6.05 ANONYMOUS COMPLAINTS

Anonymous complaints shall not be included in the personnel file of any member of the bargaining unit.

6.06 CHALLENGE OF PERSONNEL FILE MATERIALS

The employee shall have the right to request the removal of material from his/her file, excluding evaluations, as provided in Chapter 1347, Ohio Revised Code.

ARTICLE VII - SENIORITY, VACANCIES AND TRANSFERS

7.01 VACANCY DEFINED

A vacancy shall be defined to be an opening in a bargaining unit position, including newly created positions, created by the resignation, retirement, non-renewal or termination of an employee which the Board intends to fill.

7.02 POSTING OF VACANCIES

Vacancies occurring in bargaining unit positions shall be transmitted electronically to bargaining unit members and transmitted over the "One Call" system to members of the bargaining unit.

7.03 CONTENTS OF POSTING NOTICE

The posting shall contain the deadline for applying for the position, location of the position, classification of the position and the identity of the person with whom the application is to be filed; date of posting.

7.04 POSTING PERIOD

Positions as above described shall be posted at least seven (7) calendar days after the posting of the notice of vacancy.

7.05 AWARDING OF POSITION (EXCLUDING TRANSPORTATION VACANCIES)

The position will be awarded to a bidder who has worked in the classification of the posted vacancy and whose ability and qualifications meet the requirements for the position. If the qualifications of the bidders who have work experience in the classification of the posted vacancy are approximately equal, the position will then be offered to the most senior qualified applicant who has previous work experience in the classification.

7.06 AWARDING OF POSITION WITHOUT PRIOR WORK EXPERIENCE IN CLASSIFICATION

If there are no applicants who have prior work experience in the classification of the posted vacancy, then all other applicants, whether currently employed by the Board or not, shall be considered for appointment by the Superintendent.

7.07 ANTI-NEPOTISM

A bidder shall not be awarded the vacant position if he/she would be supervised by a family member such as, but not limited to, the employee's spouse, children, grandchildren, parents, grandparents, brothers, sisters and any one related by blood or marriage and residing in the same household.

7.08 TRANSPORTATION VACANCIES

Open bus routes shall be filled by the most senior bargaining unit member within the Bus Driver classification applying for the vacancy. Once a bargaining unit member has a regular bus route, the bargaining unit member shall keep that route from year to year without reduction in compensation except as otherwise provided herein. The Administration shall maintain the right to define the bus route and modify it in order to maintain effectiveness of operations; adjust to student enrollment changes and otherwise provide for the efficient operation of the transportation system.

7.081 TRANSPORTATION ROUTE LIMIT

Employees may not bid on routes that would exceed a total of six (6) hours per bargaining unit member. If all bargaining unit members have rejected the route,

then the route may be offered by seniority to increase a route up to eight (8) hours.

7.082 POSTING OF 6 HOUR ROUTE

When a six (6) hour route comes open, the route will be posted as two (2) routes; the regular four (4) hour (total) route and the two (2) hour (total) extra route.

7.09 INVOLUNTARY TRANSFERS

A bargaining unit member may be involuntarily transferred by administration to another route or position with the employee's classification only for just cause after exhausting all other remedies in this contract. The Administration shall provide written notice of the involuntary transfer no less than five (5) days prior to the involuntary transfer and shall provide the employee with the reasons for the involuntary transfer. The employee shall have the right to a conference with the administration to discuss the reasons and to discuss alternatives to the involuntary transfer.

7.10 SUPERVISORY EMPLOYEES

Supervisory employees may continue to drive regular/part-time routes and extracurricular trips in a manner consistent with current practice.

ARTICLE VIII - REDUCTION IN FORCE

8.01 LAYOFF AND RECALL

When the Board decides to reduce the number of bargaining unit positions because of lack of work, closing of schools or financial reasons, the following procedures shall be used:

8.011 ATTRITION

The number of people affected by a Reduction in Force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire or otherwise vacate a position. Substitute employees shall be reduced prior to bargaining unit members.

8.012 DETERMINATION OF AFFECTED CLASSIFICATIONS

The Board shall determine in which classification the reduction shall occur and the number of positions to be eliminated. For the purposes of this provision, the following classifications shall be used for defining classification seniority:

1. Custodial
2. Aides
3. Cafeteria
4. Maintenance
5. Bus Drivers
6. Secretarial

8.013 ORDER OF LAYOFF

In the classification(s) of layoff, employees on limited contracts shall be laid off before employees on continuing contracts. Employees shall be laid off with the employee with the least seniority in a classification by the layoff being laid off first, etc.

8.014 PLACEMENT ON SENIORITY LISTS

The administration shall prepare a seniority list in the classifications affected by the layoff listing employees in their order of classification seniority.

8.015 SENIORITY DEFINED

Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular classification computed from the first day of work in the classification. Authorized paid leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, a lottery will be held to break the tie.

8.016 NOTIFICATION OF LAYOFF

The Association President and each employee laid off shall be given no less than ten (10) calendar days written notice of the layoff.

8.017 PARTIAL SUSPENSION

On a case-by-case basis, in lieu of suspending a contract of employment in whole, the Board may suspend a contract in part so that an employee is required to work under contract and receive a commensurate percentage of the full compensation the employee would otherwise have received under the contract.

8.02 BUMPING RIGHTS

Any employee who is laid off may bump into another job classification in which he/she has worked if their seniority in that classification is greater than a person working in the classification.

8.03 RECALL RIGHTS

If a vacancy occurs in a classification from which the employee was laid off, the most senior employee on the recall list in that classification shall be offered the vacancy. If an employee refuses an offered vacancy in his/her classification, his/her name shall be removed from the recall list and the Board's obligation hereunder terminated. The position will then be offered to the next person on the recall list. This procedure shall be repeated until the vacancy is filled and there are no longer persons on the recall list in the classification affected.

8.031 TIME ON RECALL LIST

Any employee who is laid off shall be placed on a recall list for a period of 24 months from the effective date of the employee's layoff.

8.032 NOTICE OF RECALL

The Board has fulfilled its responsibility herein by sending a Notice of Recall to an employee at his/her last address left with the Superintendent. This Notice of Recall shall be sent by certified mail. Unclaimed, refused or non-deliverable letters or failure to respond within ten (10) days of the mailing of the notice shall constitute a refusal of the offered vacancy.

8.033 PLACEMENT ON SUB LIST

Laid off employees shall be placed on the sub list in all classifications in which they have worked and given preference if a need occurs.

8.04 SUPERSEDES STATE LAW

This reduction in force procedure is mutually agreed to by the parties in accordance with the authority under Ohio Revised Code 4117 and is intended to replace and supersede any and all provisions related under Ohio law to include, but not be limited to, Ohio Revised Code 3319.081, and 3319.172.

ARTICLE IX - DISCIPLINE

9.01 REASONS FOR SUSPENSION

The Superintendent may suspend an employee for up to five (5) school days without pay for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board, or for other good and just cause.

9.02 NOTICE OF SUSPENSION

Said suspension shall occur only after the employee has been verbally warned for the occurrence, then warned in writing for a successive occurrence unless the act is deemed by the Superintendent to be severe enough to warrant immediate suspension.

9.03 REASONS FOR SUSPENSION IN WRITING

Prior to the suspension, the Superintendent will give the reasons for suspension to the employee in writing.

9.04 RIGHT TO HEARING

After receipt of the written reasons, the employee shall have the right to a hearing before the Superintendent to defend the charges brought forth by the Superintendent.

9.05 RIGHT TO REPRESENTATION

The employee shall have the right to a representative of his/her choosing at the meeting and to present evidence against the suspension.

9.06 HEARING TIME AND PLACE

The hearing shall take place at a mutually agreed to time and place not to exceed five (5) working days.

9.07 WRITTEN DECISION

A written decision shall be given to the employee following the hearing before the superintendent and prior to the Superintendent suspending the employee.

9.08 TERMINATION

A member of the bargaining unit's contract may be terminated for the reasons and in the manner set forth in 3319.081 of the Ohio Revised Code.

9.09 RIGHT OF APPEAL

The employee will have the right to appeal his/her termination as provided in 3319.081, Ohio Revised Code.

9.10 REPRESENTATION FOR DISCIPLINARY MEETING/HEARING

The employee shall be entitled to have a representative present at a disciplinary meeting or hearing and explain his/her position before disciplinary action is taken.

9.11 REMOVAL OF DISCIPLINARY ACTION FROM PERSONNEL FILE

All records of a disciplinary action shall be deemed invalid and removed from the employee's personnel file after two (2) years if there has been no same or similar action of the same offense. However, if disciplinary action is severe enough to result in a suspension, all records of these types of disciplinary actions shall be deemed invalid and removed from the employee's personnel file after five (5) years, if there has been no same or similar action of the same offense. However, any records documenting inappropriate conduct with a student will remain in the personnel file.

ARTICLE X - LEAVES OF ABSENCE

10.01 SICK LEAVE

10.011 ACCUMULATION OF SICK LEAVE

Each classified employee covered by this Agreement shall be entitled to fifteen (15) days sick leave per year which may accumulate to a maximum of two hundred sixteen (216) days.

10.012 SICK LEAVE ADVANCEMENT

Each new employee shall be advanced five (5) days of sick leave in the event said employee has not accumulated same. If requested, the Board may also advance any employee who has exhausted their sick leave up to five (5) days.

10.013 USE OF SICK LEAVE

Sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to others, and for absence due to illness, injury or death in the bargaining unit member's immediate family.

10.014 IMMEDIATE FAMILY DEFINED

Immediate family shall include the following persons: Spouse, Parents, Children, Step-Children, Grandparents, Grandchildren, Brothers, Sisters, In-laws, and Foster Parents.

10.015 SICK LEAVE FORM

Upon return to duty, a bargaining unit member shall sign a form which specifies why sick leave was used. The form shall include the date(s) sick leave was used, the proper place to check why sick leave was used (i.e. personal illness, pregnancy, etc.) and the name of a physician in the event a physician was seen.

10.016 SUBSTANTIATION OF SICK LEAVE

In the event a bargaining unit member uses five (5) consecutive days of sick leave, the Superintendent can request substantiation for the use of such leave.

10.0161 SICK LEAVE ABUSE

- A. If at any time, the Superintendent has a reasonable belief that sick leave is being misused, abused or falsified the Superintendent shall meet with the employee to discuss the alleged abuse. At this meeting, the Superintendent shall discuss his/her belief of the misuse of sick leave and provide the employee an opportunity to respond. If at the conclusion of this meeting the Superintendent still has concerns, he/she shall make it known the severity of falsifying sick leave and that such action, if proven may lead to suspension or termination of employment. The employee shall be allowed to have association representation at this meeting.
- B. The sick leave form shall clearly state that the falsification of sick leave by an employee is grounds for suspension or termination of employment.
- C. Once an employee has missed 10 or more days in a school year and the Superintendent has met with the employee per Article 10.0161 (A), the Superintendent shall schedule a second meeting with the employee to discuss the concerns and potential misuse of sick leave. If at the conclusion of this meeting the Superintendent still has concerns, the employee may be required to provide a doctor's note and/or proof of a medical appointment (receipt/bill). Failure to provide such substantiation may result in discipline.

10.017 SICK LEAVE DAY DONATION:

The Board will permit a staff member, through the Association President, to submit a petition to the Board, which would permit staff members to donate up to three days of the staff member's sick leave to another staff member who has exhausted his/her paid sick leave. This will be a discretionary decision to be made by the Board based on a catastrophic illness or condition experienced by the staff member or someone in the staff member's immediate family. The total number of sick leave days that a staff member may receive annually is sixty (60) days.

10.02 PERSONAL LEAVE

10.021 USE OF PERSONAL LEAVE

Classified employees covered by this agreement shall be entitled to three (3) days of paid unrestricted personal leave per school year.

10.022 RESTRICTIONS ON PERSONAL LEAVE

Personal leave days shall not be taken within two (2) days of the beginning or the ending of a vacation period, holiday, or the first or last week of the school year unless under emergency situations.

10.023 RESTRICTIONS ON PERSONAL LEAVE USE IN MAY BY BUS DRIVERS

Bus drivers using personal leave during the month of May shall provide a written explanation of the need for said personal leave.

10.024 NOTIFICATION OF USE OF PERSONAL LEAVE

Written notification must be submitted to the a supervisor by 12:00 P.M. of the third working day immediately preceding the day personal leave is to be taken. In the event of a documented emergency the three (3) day notice may be waived by the Superintendent.

10.025 MAXIMUM STAFF ON PERSONAL LEAVE

No more than two (2) classified staff members in any given school building shall take personal leave on any one day.

10.026 NON ACCUMULATION

Personal Leave is not cumulative. Any unused personal leave for a bargaining unit member shall be converted to sick leave at the end of the school year. Any bargaining unit member who has exhausted his/her sick leave during the school year may convert personal leave to sick leave at that time.

10.027 WRITTEN FORM

Upon the completion of the written form, each bargaining unit member shall have the right to use personal leave for the reasons set forth above.

10.03 BONUS ATTENDANCE

10.031 ELIGIBILITY OF BONUS

Each classified bargaining unit member covered by this agreement shall be eligible for an attendance bonus provided he/she has not used sick leave, personal leave, non-paid leave (excluding personal leave for the OEA Representative Assembly pursuant to article 4.06), nor been absent without leave, and provided he/she has been under contract the full school year.

10.032 CALCULATION OF BONUS

The perfect attendance bonus shall be calculated at the following listed amounts for the nine (9) month contracted employee and for the ten (10+) month contracted employee:

Nine Month Employees:

No absence	\$450
One (1) day of absence	\$225
Two (2) days of absence	\$113

Ten (+) month Employees:

No absence	\$540
One (1) day of absence	\$270
Two (2) days of absence	\$135

10.04 ABSENCE OF ONE HOUR OR LESS

Where it is an infrequent emergency situation and the employee had intended to be here all day until such an emergency arose and no sub was employed; the immediate supervisor and the employee may informally work out any necessary work schedule adjustments and/or compensatory time. This section does not apply to bus drivers.

10.05 ASSAULT LEAVE

Any service-connected case of physical assault on a member of the bargaining unit causing physical injuries to said member occurring while the member is performing his/her contractual duties shall entitle the member the use of assault leave if he/she is medically unable to perform his/her duties as a result of the assault, and provided the employee files a police report and presses charges against his/her assailant.

10.051 AMOUNT OF ASSAULT LEAVE

When a physical assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty (20) days per member each work year. Assault leave is not cumulative.

10.052 MEDICAL VERIFICATION FOR USE OF ASSAULT LEAVE

Medical verification shall be furnished to the Superintendent for all absences requiring more than three (3) school days leave. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for three (3) school days per occurrence. In such event, the Board shall pay the full cost of the examination.

10.06 JURY DUTY

Employees covered by this agreement shall be eligible for paid jury duty leave. The stipend which the employee receives shall be used to defray the expense for jury duty.

10.07 CHILD CARE LEAVE

Upon request, an employee shall be placed on an unpaid leave of absence for child care purposes to care for a newborn or pre-school age child, including an adopted child, five years or younger.

10.071 APPLICATION FOR CHILD CARE LEAVE

Except in emergency situations, the employee eligible for and desiring child care leave shall make application for same with the Board at least thirty (30) days prior to the anticipated starting date of the leave.

10.072 LENGTH OF CHILD CARE LEAVE

Child care leave granted pursuant to this provision shall be for no more than twelve (12) months. The return date shall be at a time mutually agreed to by the Superintendent and the employee.

10.073 RESTRICTIONS ON CHILD CARE LEAVE

A child care leave request shall not extend a limited contract past its term.

10.074 REINSTATEMENT RIGHTS

An employee returning from child care leave shall be assigned to the same or comparable position, without reduction in pay status.

10.08 FAMILY AND MEDICAL LEAVE

The parties to this agreement acknowledge that the Family and Medical Leave Act (FMLA) applies to members of this bargaining unit if they meet its eligibility requirements and may impact the Board's obligation to pay an employee's insurance premiums while on unpaid leave.

In the event an employee requests FMLA leave which also qualifies for sick leave or any other Board paid leave under this contract, it is understood by the employee and the Board that the FMLA leave will run concurrent with eligible paid leave under this contract to include but not limited to, sick leave.

10.09 UNPAID LEAVE OF ABSENCE

An employee may be granted an unpaid leave of absence for educational or professional or other good and just cause as approved by the Superintendent for up to two years. The leave shall normally be granted for the remainder of the semester or equivalent time as mutually agreed between the employee and the Superintendent. Additional unpaid leave may be granted at the discretion of the Superintendent. The employee shall be eligible for continuation of insurance benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA)

10.10 MEDICAL UNPAID LEAVE OF ABSENCE

The Board of education shall grant an unpaid leave of absence for up to two consecutive school years for purposes of illness or other disability. Such unpaid medical leave may be renewed upon subsequent request at the discretion of the Superintendent. The employee shall be eligible for continuation of insurance benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

ARTICLE XI - EVALUATION

11.01 SCHEDULE OF EVALUATION

All members of the bargaining unit shall be evaluated during the first year of their employment with the Board. All other members of the bargaining unit shall be evaluated at least once every three (3) years.

11.02 WRITTEN EVALUATION AND MEETING

When an employee is evaluated, the supervisor shall meet with the employee within ten (10) days of the evaluation and provide the employee with a written evaluation using the form in Appendix B documenting the performance observed by the supervisor. The supervisor shall review the written evaluation with the employee and provide the employee a copy of the evaluation. If this meeting cannot take place because of the employee's absence, then it shall be scheduled within a reasonable period of time.

11.03 ADVANCE NOTICE OF EVALUATION

An employee shall be notified in advance that he/she is to be evaluated during the work year. The first formal evaluation shall not occur until at least two (2) weeks after the employee has received notification that he/she is to be evaluated that year.

11.04 SECOND EVALUATION FOR IMPROVEMENT

If an evaluation includes areas which were rated as needing improvement or unsatisfactory, the employee shall be evaluated at least one more time with the second evaluation occurring no sooner than four (4) weeks after the first evaluation.

ARTICLE XII - COMPENSATION AND PAYROLL PRACTICES

12.01 SALARY SCHEDULES

Employees shall be paid according to the salary schedules attached. Effective July 1, 2014, employees shall receive a 0% salary increase for the 2014-2015 school year. A \$500 lump sum payment for full time employees (at least 6.5 hours or bus drivers at 4.0 hours) will be paid no later than the second pay of October 2014. This amount will be pro-rated based on the number of hours worked for employees who work less than full time. The Aide column shall be asterisked to indicate a \$.25 an hour increase for aides with an Associate degree.

12.011 SALARY SCHEDULE INCREMENTS

Every step in the Classified Personnel Salary Schedule shall reflect experience increments of 3.8%.

12.012 Board will honor salary schedule (vertical/horizontal) for all three years of the collective bargaining agreement. However, in the 2011-2012 contract year, employee receiving steps shall only net one-half of the total value of the step. This amount will be payable on the 13th payroll in the 2011-2012 contract year. The salary for the 2012-2013 year shall reflect the total amount of the previous step and any additional steps the employee is eligible to receive.

12.02 SHIFT DIFFERENTIAL

An eight (8) hour per day employee whose regularly scheduled shift ends later than 8 p.m. shall be paid forty cents (\$0.40) more per hour in accordance with the appropriate step on the salary schedule.

12.03 YEAR-END CLEANING

The Board shall privately contract for the year-end cleaning and washing of each bus. At the end of each academic school year, the buses must be turned in to the district transportation supervisor. At such turn in, the bus must be reasonably clean (interior and exterior) and in a workable condition. Upon turn in, the bus will be inspected by the transportation supervisor for acceptance.

12.04 FIELD TRIPS

Bus Drivers shall be paid for field trips as calculated below: (1) The driver shall be paid \$12.00 per hour (driving and/or wait time) or (2) The driver shall be paid a minimum flat field trip rate of thirty dollars (\$30.00) plus an additional thirty-five cents (\$0.35) per mile, whichever is greater.

12.041 OFFERING OF FIELD TRIPS

Drivers wishing to drive extracurricular/field trips shall have their names placed on a list for that purpose at the beginning of the school year. Drivers wishing to add or delete their name from the list shall do so in writing effective the week following receipt in the transportation office. The initial list each year shall be set up on a seniority basis with the most senior driver wanting to take field trips being at the

top of the list, etc. All forty (40) hour employees holding CDL's shall be placed at the bottom of the initial list by order of seniority. A copy of the list shall be given to every driver on the list. Updated lists shall be given as drivers are added or deleted from the list. A copy shall also be given to the Association President. The list shall be implemented using a rotating system. Each trip shall be offered to employees starting at the top of the list. Once an employee accepts the trip, their name shall move to the bottom of the list. After the initial list is developed each year, those employees wishing to later be added to the list shall be placed at the bottom of the list, regardless of seniority. A listing of field trips will be presented to field trip drivers by Friday for the next week whenever possible, or sooner if available, such as the beginning of the school year. If all bus drivers refuse the field trip, the field trip may be offered to other qualified bargaining unit members. If all other qualified bargaining unit members refuse the field trip, the field trip may be offered to non-bargaining unit members.

12.042 REGULAR ROUTE SUBS DURING FIELD TRIPS

Drivers will not be eligible to bid on full day extracurricular/field trip assignments if the extracurricular/field trip assignment interferes with the driver's regular route unless the Board provides a substitute driver. For less than full day trips during the school day, the Board shall continue to adjust, whenever possible, the beginning and ending times of the field trip assignment with the driver's regular route times.

12.043 REFUSAL OF TRIP

A driver may decline a field trip offering without reprisal. Except wherein a driver that refuses three (3) field trip offerings shall be removed from the list one (1) month. Where no voluntary drivers have accepted the offering, the Supervisor may assign field trips based upon least seniority starting with the least senior driver within the Bus Driver classification.

12.044 ABSENCE DURING SCHOOL DAY

Absence due to personal illness during the school day shall disqualify a driver from a field trip that evening.

12.045 EMERGENCY FIELD TRIP

Any field trip received in the transportation office twenty-four (24) hours or less before the trip begins, shall be considered an emergency field trip. An emergency field trip may be assigned to any driver who is willing to take the trip; the trip may be assigned to a substitute driver. The acceptance or refusal of an emergency field trip shall not be affected by the field trip assignment list.

12.046 OVERNIGHT FIELD TRIPS

Drivers shall be compensated for overnight field trips at the same rate of any regular field trip for all time consumed in performance of the assignment (driving and/or wait time). Drivers shall receive a minimum of (8) hours pay for driving and/or wait time for any day the driver remains on the assignment the entire day. For example, if a driver leaves for a trip on Friday and returns on Sunday, the

driver shall receive pay for actual drive time or wait time on Friday and Sunday. The driver shall receive a minimum of 8 hours pay on the Saturday when the driver remains on the assignment the entire day.

Drivers shall be provided an individual room for lodging and a maximum of \$25.00 per day (with receipts) for meal reimbursement.

12.05 SUBSTITUTES FOR MORNING/AFTERNOON EXTRA ROUTES

Substitutes for JVS morning and St. Louis morning routes (which are two hour extra routes) as well as afternoon routes shall be offered to bargaining unit members as follows:

1. To the most senior bargaining unit member with greater than a four-hour bus route.
2. To the most senior bargaining unit member with a four-hour bus route.
3. To other bargaining unit substitute drivers.
4. Non-bargaining unit members.
5. In no case may regular bus drivers be allowed to accept extra routes if acceptance of this extra route prevents the driver from doing his/her regular assignment.

12.06 AIDE SUBSTITUTION FOR TEACHER

An aide who assumes the teacher's schedule and responsibilities under the direction of the building principal due to the regular teacher being absent and no other substitute available shall be compensated at the greater of their rate of pay or the district teacher sub rate.

12.07 OVERTIME

Employees covered by this agreement shall be paid one and one-half (1 1/2) times their regular straight time rate for all hours in excess of forty (40) hours worked in any one week with Monday being the first day of the week.

12.071 HOLIDAY OVERTIME

Employees scheduled to work or called in to work on a holiday shall be compensated at two (2) times their regular rate.

12.072 SUNDAY OVERTIME

Employees, with the exclusion of bus drivers on field trips, scheduled to work on Sunday shall be compensated at the rate of one and one half (1½) times their regular rate of pay for all hours worked on Sunday provided that the employee would not otherwise qualify for overtime because the employee experienced a scheduled holiday or vacation that would not qualify the employee for regular overtime pay. An employee who uses sick leave during the week and has not worked the requisite forty (40) hours does not automatically receive time and one-half for the Sunday hours worked.

12.08 AFTER HOURS MEETINGS/WORKSHOPS

An employee who is required to attend a meeting or workshop outside of his/her normal workday will be paid his/her hourly rate when doing so. These hours shall count towards overtime. The Board will agree to pay the cost for CDL certification for those grandfathered

employees driving buses should the regulations change which would eliminate the CDL waiver those employees currently hold.

12.09 ADDITIONAL CERTIFICATION

CPR and First Aid classes when mandated by law will be sponsored by the Board. Class materials will be paid by the Board and employees successfully completing the classes shall receive a \$50 stipend.

12.10 PAY DATES

The designated pay days for all bargaining unit members shall be the fifteenth (15th) and thirtieth (30th) of each month.

12.11 ELECTRONIC FUNDS TRANSFER (EFT)

All employees shall be required to enroll in a direct deposit, electronic fund transfer of payroll checks.

12.12 ELIGIBLE PAYROLL DEDUCTIONS

The following deductions shall be made from each employee's paycheck:

- a. Employee's SERS retirement contribution
- b. Withholding Tax
- c. Hospitalization
- d. Tax Sheltered Annuity
- e. Association Dues Deduction as Set forth in the Contract
- f. Federal Taxes
- g. State Taxes
- h. SERS Pick-up
- i. Additional life insurance deductions
- j. EPAC Contributions
- k. United Way
- l. 457 Plan
- m. Optional Cancer Insurance
- n. 125 Plan

12.13 SERS DEDUCTIONS

SERS deductions shall be made from each employee's paycheck on an equal basis over the twelve (12) months contract payment year.

ARTICLE XIII - FRINGE BENEFITS

13.01 FRINGE BENEFITS

The Board of Education shall provide the following fringe benefits for members of the bargaining unit currently eligible to receive such benefits and request such benefits:

13.02 HEALTH INSURANCE

13.021 INSURANCE PLAN

The Board of Education shall provide the health insurance plan available through the Brown County Insurance Consortium and the Board agrees to pay eighty-seven and a half percent (87.5%) of the single and family premiums.

13.03 IRS 125 PLAN

The Board will offer all members a Section 125 Plan to shelter their insurance contributions. Furthermore, the Board will also make available to any employee that requests, a 125 Plan which includes a Flexible Spending Account (FSA). This plan shall allow employees to use pre-tax dollars to pay child and elder dependent care expenses and non-reimbursed medical, dental, and/or prescription drug bills. The Board's agreement to provide such a FSA shall be contingent on the fact that such plan shall not impose financial liability on the Board.

13.04 COVERAGE BY SPOUSE

Those members of the bargaining unit covered by health insurance through a spouse or other employer, the Board shall pay a maximum of \$38.00 per month per single plan.

13.05 DENTAL INSURANCE

Brown County Consortium dental insurance plan, or its equivalent, with the Board of Education paying 100% of premium.

13.06 OPTICAL INSURANCE

The Board shall provide for the base level vision plan as provided by the Brown County Consortium and shall pay 100% of the premium costs.

13.07 TERM LIFE INSURANCE

The Board shall provide each member of the bargaining unit term life insurance in the amount of \$50,000 with the provision that the employee may purchase additional life, AD & D, and independent insurance to the extent permitted by the insurance carrier.

13.08 SEVERANCE PAY

An employee covered by this Agreement shall be entitled upon retirement, to one-fourth (1/4) of his/her accumulated sick leave to a maximum of fifty (50) days.

13.09 SUPERSEVERANCE

13.091 PAYMENT CALCULATION

In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the work year that he/she first becomes eligible to retire through the State Employees Retirement System, he/she shall receive a lump sum payment equal to 50% of his/her accumulated but unused sick

leave up to 206 days (for severance purposes only). Payment of such severance shall be at the employee's daily rate of pay at the time of retirement.

13.092 FORFEITURE

Any employee who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through the State Employees Retirement System shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to severance pay pursuant to Article 13.08 of this contract upon retirement.

13.093 ELIGIBILITY

Eligible to retire shall be as defined by the State Employees Retirement System.

SERVICE RETIREMENT ELIGIBILITY REQUIREMENTS			
Current Eligibility		Eligibility Changes	
Applies to:		Applies to:	
<ul style="list-style-type: none"> Members Who Retire Before Aug. 1, 2017 Members with 25 Years or More of Service On or Before Aug. 1, 2017 (Grandfathered) 		<ul style="list-style-type: none"> Members with Less than 25 Years of Service on Aug. 1, 2017 	
Retire with Full Benefits	Age 65 with 5 years, or Any age with 30 years	Age 67 with 10 years, or Age 57 with 30 years	
Retire Early with Reduced Benefits	Age 60 with 5 years, or Age 55 with 25 years	Age 62 with 10 years, or Age 60 with 25 years	

Members who will have fewer than 25 years of service credit as of Aug. 1, 2017, have the opportunity to retire under previous retirement eligibility requirements if they pay the actuarial difference between the benefit they would have received under the new requirements and the benefit they may receive under the previous requirements. To take advantage of this buy-up option, members must complete their payment in one lump sum on or before Aug. 1, 2017. Members can estimate their buy-up costs by using the calculator on the Member Account Login; however, the actual cost must be determined by SERS' actuary upon request. Members must submit a written request to SERS for the actual cost calculation.

13.094 METHOD OF PAYMENT

Payment shall be made no later than sixty (60) calendar days after the effective date of retirement.

ARTICLE XIV - WORKING CONDITIONS

14.01 DUTY-FREE LUNCH PERIOD

Each full-time member of the bargaining unit working a minimum of six (6) hours a day will receive an unpaid duty-free uninterrupted lunch break of thirty (30) minutes. The time of the lunch break shall be set by the supervisor.

14.011 REASONABLY SCHEDULED LUNCH PERIODS

All employees will be notified and given reasonably scheduled lunch periods at the start of each school year.

14.02 BREAKS

A bargaining unit member regularly scheduled to work eight (8) hours a day shall receive two (2) fifteen minute uninterrupted paid breaks during the work day at times set by the supervisor.

14.03 HOLIDAYS

Bargaining unit members shall receive the following paid holidays:

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

14.031 FOURTH OF JULY HOLIDAY FOR 12 MONTH EMPLOYEES

In addition, all twelve month employees shall receive the Fourth of July as a paid holiday.

14.032 HOLIDAY OBSERVATION

If a paid holiday falls on a Sunday, it shall be observed on Monday. If a paid holiday falls on a Saturday, it shall be observed on Friday.

14.04 VACATION

All full-time employees regularly scheduled to work 11 or 12 months a year shall be entitled to paid vacation as follows:

After one (1) year of service - two (2) weeks
After ten (10) years of service - three (3) weeks
After twenty (20) years of service - four (4) weeks
After twenty-five (25) years of service - five (5) weeks

At least one (1) week of employee's vacation must be taken during the academic school year for those employees with ten (10) or more years of experience.

14.05 WORK SCHEDULE CALENDAR

The Board shall post on each Association Bulletin Board a work schedule for each classification by no later than September 30 of each school year.

14.06 CALAMITY DAYS

Employees will not lose pay for all regular hours of work lost when schools are closed because of bad weather or a calamity.

14.061 12 MONTH CUSTODIAL / BOILER OPERATOR / MAINTENANCE EMPLOYEES

However, it is understood that twelve (12) month custodial/boiler operator/maintenance employees may be required to work and assume their duties without additional pay on any day schools are closed due to a calamity.

14.07 PARENTAL COMPLAINTS

Any verbal or written charge or complaint by parent(s), citizens of the community, or from student(s) against a member of the bargaining unit which is to be made a matter of record shall be recorded at the time the complaint is lodged. The involved employee shall be presented the complaint immediately after it has been filed. The record shall contain the date and the name of the complainant(s) and the date the record is made. A duplicate of the recorded complaint shall be given to the member against whom the complaint has been lodged. Parental complaints shall not be placed in the employees personnel file unless such complaint resulted in a disciplinary action.

14.08 TUITION-FREE ATTENDANCE

The Board agrees that all employees who reside outside of the Fayetteville-Perry Local School District shall have the right to apply for enrollment of their dependent children tuition free as students in the Fayetteville-Perry Schools. Enrollment shall be contingent upon the student(s) having a good discipline and good attendance record at his/her previous school and on a space available basis as determined by the Fayetteville-Perry Superintendent or designee. Application must be made annually by June 15. If a student is enrolled pursuant to this provision and is a special needs student, the cost of educating this student in excess of the statutory tuition cost of Fayetteville-Perry Schools shall be paid by the home district when available by law or if those monies are not available, then by the parent.

14.09 TRAVEL EXPENSES

Employees who are required to use their own vehicle while performing their contractual duties shall be compensated at the IRS rate per mile for all miles driven while performing their contractual duties at the direction of their supervisor.

14.10 WORKER'S COMPENSATION

All school employees are protected under the worker's compensation law (Section 41.23.01 ORC). This law provides coverage for any injury or death incurred in the course of or arising out of their employment.

14.101 REPORTING INJURY

An injury incurred while performing or occurring as a result of assigned responsibilities shall be reported to the injured employee's supervisor. An application form as prescribed by the Bureau of Worker's Compensation shall be completed and returned to the Treasurer's Office.

14.102 OPTION

The employee shall have an option of submitting a claim under Worker's Compensation or using unused sick leave.

14.11 STUDENT HEALTH AND SAFETY ASSISTANCE

Bargaining unit members shall dispense medication in accordance with Board policy and provide Health and Safety services to students in the same manner as past years.

14.12 COMMERCIAL DRIVERS LICENSE (CDL)

The Board shall provide reimbursement for the difference between the cost of a regular driver's license and the cost of a CDL for an employee who is required to maintain a Commercial Drivers License pursuant to his / her job description.

14.13 EMPLOYEE DRESS CODE

All employees shall dress and groom in a manner which is appropriate to carrying out the activities of their particular job assignment.

14.14 DRUG AND ALCOHOL TESTING

All employees of the Board who operate motor vehicles owned by the Board including but not limited to, bus drivers, shall submit to Drug and Alcohol testing if requested to do so by the Superintendent or designee whenever the employee is involved in an accident or the Superintendent / Designee has reasonable cause to believe the employee may be under the influence of alcohol or drugs. If directed to take a drug and alcohol test, the full cost of the testing will be paid by the Board. If an employee tests positive for illegal drugs and/or alcohol or refuses to take a test after being directed to do so, the employee shall be considered for discipline which may include possible suspension and/or termination. It is agreed that the Board may initiate any and all drug and alcohol testing required to be in compliance with regulations issued by the Ohio Department of Transportation and/or the federal government.

14.141 STATE REQUIRED RANDOM TESTING

Any employee who is required to submit to State random drug and alcohol testing as a requirement of maintaining their CDL, shall receive one (1) hour at the bus driver rate. Only persons not on the clock shall be eligible for this one (1) hour pay.

14.15 BUS DRIVER PHYSICAL EXAMINATIONS

Bus drivers who have driver physicals performed by doctors designated by the Brown County Educational Service Center shall have the full cost of the physicals paid by the Board. A bus driver may select a doctor from this list.

ARTICLE XV - GRIEVANCE PROCEDURES

15.01 GRIEVANCE POLICY

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

15.02 DEFINITION OF GRIEVANCE

A grievance is a complaint involving the violation, misinterpretation, or misapplication of this contract.

15.03 PURPOSE

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solution to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.

15.04 DAYS DEFINED

Days shall be defined as calendar days.

15.05 GRIEVANCE PROCEDURE

15.051 STEP ONE

Any employee, group of employees or the Association shall first discuss such grievance with his/her immediate supervisor or the appropriate administrator.

15.052 STEP TWO

If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's building principal or appropriate administrator.

15.0521 GRIEVANCE TIMELINE

If such grievance is not lodged within thirty (30) calendar days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived.

15.0522 WRITTEN GRIEVANCE

The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed with the Superintendent.

15.0523 RIGHT TO STEP TWO HEARING

The employee shall have a right to request a hearing before the building principal. If such a hearing is requested, the principal and employee or appropriate administrator shall mutually agree as to the time, place and date of the hearing. The employee may be represented by a representative of the Association or a representative of his/her choosing at this hearing.

15.0524 STEP TWO GRIEVANCE RESPONSE

The building principal or appropriate administrator shall take action on the written grievance within seven (7) calendar days after the receipt of said grievance, or, if a hearing is requested, within seven (7) calendar days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Association and the Superintendent.

15.053 STEP THREE

If the action taken by the building principal or appropriate administrator does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent.

15.0531 STEP THREE TIMELINES

Failure to file such appeal within seven (7) calendar days from receipt of the written memorandum of the principal's or appropriate administrator on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void.

15.0532 STEP THREE HEARING

Upon request, a hearing shall be conducted by the Superintendent within seven (7) calendar days after the receipt of the request. The Superintendent and employee shall mutually agree as to the time, place, and date of the hearing.

15.0533 RIGHT TO REPRESENTATION

The employee shall have the right to be represented at such hearing by a representative of the Association or a representative of his / her choosing.

15.0534 STEP THREE RESPONSE

The Superintendent shall take action on the appeal of the grievance within seven (7) calendar days after receipt of the appeal, or, if a hearing is requested, within seven (7) calendar days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Association and the building principal.

15.054 STEP FOUR - ARBITRATION

In the event the grievant is not satisfied with the decision in Step Three, the grievant shall have the right to file a grievance to Arbitration.

15.0541 ARBITRATION TIMELINES

In the event such appeal is made, the appeal shall be made in writing to the Board within fifteen (15) calendar days from the written receipt of the Board's decision. Failure to file the grievance within these time limits shall be deemed a waiver of the right to appeal.

15.0542 REQUEST TO AMERICAN ARBITRATION ASSOCIATION

If the grievant files an appeal to this level, the parties shall request an arbitrator from the American Arbitration Association.

15.0543 ARBITRATION HEARING

The time, date, and place of the hearing shall be established by the American Arbitration Association and the hearing and all proceedings involving the grievance shall be conducted in accordance to the rules and regulations of the American Arbitration Association.

15.0544 RIGHT TO REPRESENTATION

Both parties shall be represented by persons of their own choosing.

15.0545 POWERS OF THE ARBITRATOR

The arbitrator shall have no authority to add to, subtract from or modify the terms of this agreement.

15.0546 ARBITRATOR DECISION

The arbitrator shall render his/her decision and recommendations within thirty (30) calendar days from the date the hearing is closed.

15.0547 BINDING ARBITRATION

The decision of the arbitrator shall be binding.

15.0548 ARBITRATOR COSTS

The costs of the arbitrator shall be borne equally by the parties unless otherwise stipulated in this agreement.

ARTICLE XVI - EFFECTS OF THE AGREEMENT

16.01 COMPLETE AGREEMENT

This contract constitutes the entire and complete agreement between the two parties. All prior contracts and agreements are hereby declared null and void.

16.02 DURATION

Except as otherwise provided in this contract, this contract shall be effective retroactively to July 1, 2014 through June 30, 2015.

16.03 EXECUTION

IN WITNESS THEREOF THE FOLLOWING REPRESENTATIVES DO AFFIX THEIR SIGNATURES.

FOR THE BOARD

FOR THE ASSOCIATION


BOARD PRESIDENT / DATE 10-21-14


ASSOCIATION PRESIDENT / DATE 10-21-14


BOARD TREASURER / DATE 10-21-14

APPENDIX A

FAYETTEVILLE-PERRY LOCAL SCHOOL DISTRICT

Classified Personnel Salary Schedule 2014-2015

0% Increase

STEP	BUS DRIVERS	COOKS	AIDES*	EMIS, MEDIA TECH ASST	SECY	CUST W/O BLR	CUST W/BLR&CDL	MAINT
0	10.92	9.63	9.24	10.82	13.51	10.04	12.28	14.83
1	11.32	9.98	9.57	11.22	14.01	10.41	12.73	15.38
2	11.73	10.34	9.92	11.63	14.53	10.79	13.20	15.95
3	12.16	10.72	10.28	12.06	15.06	11.18	13.68	16.54
4	12.61	11.11	10.66	12.50	15.62	11.59	14.19	17.15
5	13.07	11.52	11.05	12.96	16.20	12.02	14.71	17.79
6	13.55	11.94	11.45	13.44	16.80	12.46	15.25	18.45
7	14.05	12.38	11.87	13.93	17.42	12.92	15.82	19.14
8	14.57	12.84	12.31	14.45	18.07	13.39	16.40	19.85
9	15.11	13.31	12.76	14.98	18.74	13.89	17.01	20.59
10	15.67	13.80	13.23	15.54	19.44	14.40	17.64	21.35
11	16.25	14.31	13.72	16.11	20.16	14.93	18.30	22.15
12	16.85	14.84	14.23	16.71	20.91	15.48	18.98	22.98
15	17.48	15.39	14.75	17.33	21.69	16.06	19.69	23.83
20	18.13	15.96	15.30	17.97	22.50	16.65	20.42	24.72
27	18.80	16.55	15.86	18.64	23.34	17.27	21.18	25.65

Experience Increments at 3.8%

*Aide with an Associate Degree shall receive \$.25 per hour increase.

