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Custodial Negotiated Agreement

Between

**Ohio Association of Public School Employees
Local 751/AFSCME Local 4/AFL-CIO**

and the

Southeast Local School District Board of Education

Effective July 1, 2014 – June 30, 2017

Tom Inchak, Superintendent

SECTION I
AGREEMENT

- 1.1. This agreement entered into between the Southeast Local Board Of Education, hereinafter referred to as the Board, and the Southeast Employees Association comprised of Chapter #751, Maintenance and Custodial Personnel of the Ohio Association of Public School Employees (OAPSE).
- 1.2. The parties do understand that the Board is charged by law with the duty and responsibility of operating a public school system within their district and in carrying out those duties and responsibilities in employing school employees in its operation. The terms and conditions of employment of school employees and Board regulations and rules affecting the employment of school employees are matters of concern to the Board and Chapter #751. It is the intent and purpose of this Agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto; to attempt to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances and to set forth here in article form of this Agreement between parties the procedures necessary for the implementation of negotiations.
- 1.3. The Board recognizes the Ohio Association of Public School Employees and Chapter #751 as the sole and exclusive bargaining representative for all Maintenance and Custodial personnel including all full-time and regular short-hour employees. Such recognition shall be for the term of this agreement.
- 1.4. For the purpose of this Agreement, Section 1.3 shall be considered as a single unit defined as the **BARGAINING UNIT**.
- 1.5. The term **EMPLOYEES** as used in this Agreement shall refer to those persons included in the bargaining unit.

SECTION II
COVERAGE

- 2.1 Chapter #751 has bargaining rights for all employees in the bargaining unit of the following subjects:
 - a. Wages, hours, fringe benefits and other matters of economic welfare.
 - b. Working conditions.
 - c. Grievance procedures.
 - d. Membership dues deductions.

SECTION III

SUBMISSION OF ISSUES

- 3.1 Issues proposed for negotiations shall be submitted after February in writing by Chapter # 751 to the Superintendent or his/her designated representative, or by the Superintendent to the President of Chapter #751 or his/her designated representative.

SECTION IV

RIGHTS OF INDIVIDUALS

- 4.1 Individuals shall be given the opportunity to express their views too the Board at any scheduled meeting by the Board in accordance with board policy, provided that negotiations are to be conducted only with Chapter #751. All members of Chapter #751 negotiation committee shall have the right to express their views during negotiations and shall be free from reprisal and intimidation during and after completion of negotiations.

SECTION V

NEGOTIATING TEAMS

- 5.1 The Board and Chapter #751 shall be represented at all negotiations meetings by a team of negotiators, not to exceed five (5) each. Neither party in any negotiation shall have any control over the selection of the negotiation or bargaining representative of the other party.
- 5.2 While no final Agreement shall be executed without ratification by Chapter #751 and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams.

SECTION VI

NEGOTIATION MEETINGS

- 6.1 Upon written request for a negotiation meeting, either party will have five (5) days to reply to the request. Within ten (10) days after receipt of the reply, both parties will establish a mutually agreeable site, date and time for the meeting.
- 6.2 All days referred to herein shall be construed as school days so designated in the adopted school calendar. Any procedure involving non-school days would require mutual agreement. If the Board or its designated representatives desire to set a negotiations meeting all members of the negotiating team normally employed during those hours shall be paid for those hours at their regular rate.
- 6.3 Once the meeting date, time and place has been established by both parties, the following procedure will be used: In the first meeting, explanation. The second meeting will be scheduled to give the Board sufficient time to return with a written counter-proposal and render an explanation. Subsequent meetings will be held to negotiate the proposals, until a tentative Agreement is reached.

SECTION VII

CAUCUS

- 7.1 Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

SECTION VIII

EXCHANGE OF INFORMATION

- 8.1 The Superintendent shall furnish Chapter #751, and Chapter #751 will furnish to the Superintendent, upon reasonable request, all available information pertinent to the issues under negotiations, such as financial conditions of the district by the Superintendent, or comparable wages and conditions of Chapter #751.

SECTION IX
CONSULTANTS

- 9.1 In addition to the negotiating teams, each team shall be authorized to admit a consultant to the negotiating meetings or grievance procedures. The consultant may interact with members of his/her team as may be desired.
- 9.2 The intended use of such consultant shall be notified to the Board or to Chapter #751 prior to all negotiation meetings.

SECTION X
PROGRESS REPORT

- 10.1 Periodic written progress reports may be issued during negotiations to the public, provided, that any such release shall have prior approval of both parties.
- 10.2 Chapter #751 retains the right to issue general reports to its membership on the progress of negotiations.

SECTION XI
MEDIATION AND APPEAL

- 11.1 In the event either party declares impasse, both parties shall make a joint request to the Federal Mediation and Conciliation Service for the services of a mediator. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. Impasse shall be declared on unresolved issues only. The mediator has no authority to bind either party to any agreement (s). This shall be the agreed upon impasse procedure.

SECTION XII
AGREEMENT

- 12.1 When consensus is reached on those matters being negotiated, the understanding of both parties shall be reduced to writing and submitted to Chapter # 751 for ratification. Within thirty (30) days from the time the Agreement, ratified by Chapter #751, is presented to the Board, the Board shall take action upon the recommendation submitted.
- 12.2 When approved by the Board, the Agreement shall be signed by the parties and shall become the Contract between the parties.
- 12.3 All negotiated benefits shall be implemented by all parties concerned and shall become effective on the effective date of the negotiated Agreement.

SECTION XIII

CONSISTENCY WITH LAW

- 13.1 If any provision of an Agreement between the Board and Chapter #751 shall be found contrary to O.R.C., then such provision or application shall not be valid, but all other provisions or applications shall continue in full force and effect. Any provision found contrary to O.R.C. shall be changed to conform to O.R.C.

SECTION XIV

TERM OF AGREEMENT

- 14.1 The Southeast Local Board of Education and Chapter #751 Maintenance and Custodial Personnel of the Ohio Association Public School Employees, do hereby adopt this negotiation Agreement for the term of July 1, 2014 through June 30, 2017.
- 14.2 This agreement may be amended or modified upon mutual consent of both parties.

ARTICLES

ARTICLE 1 – PAID HOLIDAYS

Section 1. All classified employees are entitled to nine (9) paid holidays for which they shall be paid their regular salary or their regular rate of pay provided such holiday include:

1. New Year's Day
2. Martin Luther King Day
(President's Day interchanged with MLK Day)
3. Memorial Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Eve Day
7. Christmas Day
8. Independence Day
9. Good Friday

All twelve-month employees shall be granted, in addition to the above, if said person is employed for a full year.

10. Day after Thanksgiving
11. Day after Christmas
12. New Year's Eve Day

- Section 2. Employees required to work on any holidays shall be paid twice their regular pay for all hours worked in addition to holiday pay.
- Section 3. When a holiday falls on a Sunday the day off will be Monday. When a holiday falls on a Saturday the day off will be Friday.

ARTICLE 2 – VACATIONS

Section 1. All classified employees who work for twelve months during the calendar year shall be granted paid vacation excluding legal holidays, as follows:

1 to 5 years	-	10 days
6 years	-	11 days
7 years	-	12 days
8 years	-	13 days
9 years	-	14 days
10 years	-	15 days
11 years	-	16 days
12 years	-	17 days
13 years	-	18 days
14 years	-	19 days
15 years & over	-	20 days

Vacation pay is allowed under O.R.C. 3319.084

- Section 2. Beginning on July 1, 1990, employees shall be granted vacations per the above schedule based upon their seniority within the “Custodial Maintenance Classification.”
- 2a) The master vacation schedule must be approved by the Superintendent or his / her designee in advance. Any changes to that schedule must be requested in writing no later than ten (10) working days prior to the requested day. Such change requests must be returned to the employee no later than five (5) working days after the request is made.

ARTICLE 3- SENIORITY

- Section 1. Seniority, within a classification, shall start the year, month and day that a classified employee performs his first duty on actual payroll within the classification.
- Section 2. In the event of an increase or decrease of personnel within the classification, length of service within the classification shall prevail for purposes of termination, layoff, or subsequent rehiring as between employees.
- Section 3. When an employee resigns with an intended break in service or fails reemployment, or is dismissed, his seniority shall terminate the last day he performs duty under Contract.

- Section 4. Chapter #751 shall work with the Administration in updating seniority lists of all maintenance and custodial personnel. The immediate supervisor of each group of employees will be added to this list.
- Section 5. The Superintendent shall notify Chapter #751 and give five (5) school days notice [or one week (7 calendar days) notice when school is not in session] before filling any vacancy or newly created position. All vacancies will be posted within ten (10) school days [or two weeks (14 calendar days) when school is not in session] of occurrence in the high school, middle school and elementary buildings when vacancies in a position occur or when a new position is established and furnish job descriptions at the time of posting. These timelines may be extended or waived by mutual consent of both parties.
- Section 6. The bidding employees with the greater seniority in a specific job classification shall be given first opportunity for promotion, change, or advancement in the classification, if he/she is considered qualified by the immediate supervisor and Superintendent.
- Section 7. Seniority within this bargaining unit shall begin the day the employee begins duties in the specific classification employed. System-wide years of service in other classifications or bargaining units have no standing for purposes of seniority within this bargaining unit.
- Section 8. Current employees, regardless of classification, making application for vacancy or a newly created position, shall be considered before any new applicants. If more than one current employee is considered by the Superintendent and the Board of Education to be equally qualified for the position then seniority shall prevail.
- Section 9. Temporary assignments may be made in the event of an emergency. Such assignments shall not exceed thirty (30) working days.
- Section 10. Assignments and reassignments within the classification shall be made according to the needs of the school system. Substitute employees, or seasonal or casual employees or volunteers shall not interfere with regular employees with respect to seniority, shift preference, or work location preference.

ARTICLE 4 – WORK WEEK AND OVERTIME PAY

- Section 1. Regular school work week shall be Monday through Friday, forty (40) hours. Third shift or midnight shift begins on Sunday night, but is considered Monday for the employees on that shift.

- Section 1(a) The Board shall have the right to hire a tenth bargaining unit member to work a regularly scheduled forty (40) hour work week of Tuesday-Saturday first shift.
- Section 2. All work over forty (40) hours in the work week and any work performed on Saturday shall be paid at the time and one-half (1-1/2) rate, or employees shall be granted compensatory time off at the rate of time and one-half (1-1/2). The option of receiving cash payment or time payment shall rest with the employee. It will be the responsibility of each employee to turn in the overtime forms to the head custodian on the Friday one week in advance of pay day. The head custodian shall have these in the Transportation/Maintenance Supervisor's office by the following Monday morning. Overtime pay will be issued on the next scheduled payday, if the paperwork is complete and turned in on time.
- Section 2(a) All work over forty (40) hours (for the Tuesday-Saturday employee) in the work week of any work performed on Monday shall be at the time-and-one-half (1-1/2) rate. This schedule will be in place during fall sports seasons. At the conclusion of those seasons the regular work schedule will be Monday through Friday. The Board has the right to change the schedule as needed.
- Section 2(b) Compensatory time sheets must be completed and turned in to the immediate Supervisor on the last Friday of each month.
- Section 3. Overtime, premium pay assignments, or extra duty assignments shall be distributed fairly and as nearly equal as is reasonable, with seniority being the criteria, for the purpose of first opportunity of assignment for overtime, premium pay assignments or extra duty assignments. Employees who are offered overtime, and refuse for any reason, shall be charged as if they had had worked the overtime.
- Section 4. In energy shortage situations or severe weather conditions some classified personnel may have to work while others do not. This is accepted as part of your job responsibility. Employees required to work in energy shortage situations or severe weather conditions shall be granted compensatory time off or their straight time hourly rate of pay for all hours worked, at the employer's option. Compensatory time, if offered, shall be at a mutually agreed time between the employee and the Administration. No compensatory time shall be carried beyond the June 30 immediately after it was earned. If a mutually agreeable time is not established for the employees to take their compensatory time, employees, shall be paid for all accrued but unused compensatory time in the first pay of July each year. The Administration shall make the decision (in all buildings) as to the number of

employees required to and the number of hours to be worked. The employee may be worked at any consecutive time during their regular working hours, as directed by the head custodian.

Section 4 (a) Leave forms requesting use of compensatory time must be turned in at least 5 (five) working days in advance of requested date.

Section 5. Insofar as practical, employees shall be given twenty four (24) hours advance notice for all overtime work.

Section 6. Overtime – All overtime shall be awarded on a rotation basis according to seniority within each building. Starting with the most senior custodial employee, once the custodial employee accepts or rejects overtime his/her name shall be moved to the bottom of the rotation list until his/her turn comes back up. The list shall be in place from year to year, starting with the most senior employee at the top of the list each year. Additional help needed may be obtained from other buildings. (This section will be administered by the Union.)

Section 7. Employees required to work on Sunday, shall be compensated at twice (2) their regular rate of pay, for all hours worked, or employees shall be granted compensatory time off at the rate of double time. The option of receiving cash or time payment shall rest with the employee. (See Article 20)

Section 8. Employees who are called in to work in an emergency situation (ie: alarm drop, heating & cooling problem, lift station, power outages, etc.) shall be compensated for a minimum of two (2) hours or the actual hours worked, whichever is greater. The option of receiving wages or compensatory time shall rest with the employee. No employee's regular shift shall be shortened as a result of such a call in to work. This provision is not applicable to situations where an employee is called in to replace or cover for an absent employee.

ARTICLE 5 - SCHOOL CLOSING

Section 1. Bargaining Unit Members are guaranteed the total pay for under contract if they continue employment over that period.

ARTICLE 6 - OAPSE OR INSERVICE MEETINGS

Section 1. Bargaining Unit Members shall have the right to request permission from the Superintendent to attend OAPSE or in-service meetings without loss of pay. Such a request must be made in writing on an appropriate form five (5) days in advance.

- Section 2. Two (2) authorized delegates will be permitted to attend the annual OAPSE Conference without loss of pay. Expenses shall be paid by Chapter #751. Maximum one (1) day each if two delegates attend or two (2) days if one delegate attends.

ARTICLE 7 – JURY DUTY AND COURT APPEARANCES

- Section 1. Employees are entitled to leave with pay when requested by the district or subpoenaed via district initiation to appear in a court of law. The Administration shall pay the employee the difference, if any, between the amounts received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance for jury duty, shall not be considered in the amount received for jury duty. A regular classified employee shall be granted time off for jury duty and shall suffer no loss of pay provided he/she can be excused from his duties; or cannot be excused from jury duty.

ARTICLE 8 - SALARY

- Section 1. Newly hired or transferred classified employee's placement on the Board of Education's adopted salary schedule will be at the base step and/or rate of pay.
- Section 2. Effective July 1, 1995, any newly hired employees possessing a boiler's license or water license will only be paid the negotiated pay differential if it is required as part of their job description. Any current employee must possess a boiler or water license as of June 30, 1995, to be able to continue receiving compensation for each license.

ARTICLE 9 - BENEFIT IMPROVEMENTS

- Section 1. If, during the term of this Agreement, insurance benefits are changed for the teaching staff, OAPSE Local #751 agrees to meet with the Board, (or its representatives) at the Board's request, to discuss these changes with OAPSE Local #751.

ARTICLE 10 - SICK LEAVE AND PERSONAL LEAVE

- Section 1. Sick leave shall be acknowledged and granted in accordance with State Statutes 132.29 and 3319.141. It shall be the responsibility of the Business Manager to arrange for a qualified substitute. Sick leave days may be used for the following reasons:
- a. Personal illness or injury.

- b. Exposure to contagious disease which may be communicated to others, as defined by Ohio Department of Health.
- c. Pregnancy
- d. Illness or injury in the employee's immediate family.
- e. Death in the employee's immediate family is a valid reason for the use of the employee's sick leave. Family in this situation is an expansion of the immediate family definition that includes anyone that is a relative. The employee is required to take into account all circumstances, such as distance to be traveled, closeness of relative, legal and financial responsibilities placed upon the employee concerned; and shall be responsible and prudent on the number of days used.
- f. Immediate family includes spouse, child, mother, father, brother, sister, foster parent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-parent, foster children, stepchildren, father-in-law, mother-in-law, aunt, uncle and any resident in the employee's home and any other listed in Board Policy.
- g. Employees are required to promptly complete the proper documentation of leave on the Employee Kiosk system or other system that may be utilized to perform this purpose within 24 hours of the return to work.
- h. Absences in excess of five (5) consecutive workdays must be accompanied with a doctor's slip.

Section 2. Classified employees of Southeast Local Schools will be granted three (3) days personal leave (two of these are unrestricted as to use; all other conditions must be met.) These days will not be cumulative from year to year. The following conditions must be met:

- A. The immediate supervisor must be verbally notified and the Employee Kiosk (or other system in place) must be completed requesting the leave at least three (3) days in advance of the requested day of leave. Only in emergency situations will exceptions be made to the 3 day notice requirement.
- B. The employee must check one of the following reasons on the form:
 - (1) Observances of a religious holiday other than those on the official school calendar.
 - (2) An emergency and/or personal obligation.

- (3) Family obligations not covered under sick leave.
- C. No more than two (2) employees may be on personal leave on any one day, as long as coverage is one (1) employee per shift.
- D. The building Principal or representative may ask the specifics of the reasons; however, an employee is not required to answer. The Superintendent may ask the specifics of the reasons and an employee is required to answer or personal leave may be denied. Further, the Superintendent may deny personal leave on the specific reasons given if he/she believes that it does not fall under the auspices of the definition. However, this denial may possibly be reversed through the grievance process.
- E. Personal leave may be taken in one-half (1/2) day blocks which is interpreted as meaning no less than half (1/2) of the school day.

Section 3

Leaves/Bonus Incentive

In each calendar year, if no sick days are used, said employee should receive a bonus/award.

- a. Each full-time employee who completes the school year without using any sick or personal leave days shall be paid a bonus of three hundred dollars (\$300).
- b. Each full-time employee who completes the school year without using any sick leave days shall be paid a bonus of two hundred dollars (\$200.00)
- c. Each full-time employee who completes the school year using only one (1) sick leave day shall be paid a bonus of one hundred fifty dollars (\$150).
- d. Each full-time employee not electing the bonus incentive may elect to convert a maximum of three (3) unused personal leave days to sick leave days on a one-to-one basis at the end of each school year.
- e. The conversion of unused personal leave to sick leave as provided in Section 3.d., of this Article, shall not be utilized to qualify for the bonus(es) identified above. A full-time employee shall be eligible to receive only one (1) of the bonuses and the sick leave conversion and must have worked the full school year. Said bonus shall be included in the employee's last pay in July.

ARTICLE 11 – CONTRACTS

- Section 1. Contracts will be given to classified employees effective July 1st and offered by June 1st.
- Section 2. The new rate of pay shall become effective July 1st to all classified employees for any work performed after July 1st.
- Section 3. There will be a 90-day probationary period for any newly hired employees. These 90 days will be defined as 90 days in pay status. Employees shall be paid as per the schedule. When an employee has had ninety (90) days service in a Local #751 bargaining-unit position in the previous twelve calendar months, they shall be placed on step 0 of the salary schedule and receive any pay differentials due, effective the ninety-first (91st) day.

ARTICLE 12 – DISCIPLINE AND SUSPENSION

- Section 1. Employees may not be removed or disciplined except for just cause. Removal and discipline shall be subject to the grievance procedure.
- Section 2. The Union recognized the Administration's right to discipline employees for just and proper cause. Discipline should be to instruct as well as to punish and should be progressive in nature while taking into account the seriousness of the violation. Penalties for disciplinary action are: oral and written reprimands, suspensions, and demotion or dismissal. All discipline is subject to the grievance procedure. Reprimands shall be removed from the employee's record after one (1) year provided no intervening discipline has occurred. All other disciplinary actions shall be removed from the employee's record after two (2) years provided no penalty greater than a written reprimand has occurred in this two (2) year period. Each regular employee must be given a performance rating – one a year. If an employee is rated unsatisfactory or substandard, specific instructions as to what is expected from the employees in order for the employee to raise this rating will be given. Employees are entitled to Union representation at any disciplinary hearing. No employee will be disciplined without a hearing by the Principal/Superintendent unless the employee specifically waives the hearing in writing. Notice of the hearing will be given to the local Union President at least (3) working days prior to the day of the scheduled hearing. At any hearing the employee shall have the right to be represented by the Union.

ARTICLE 13 - ASSOCIATION SECURITY & DUES/FEES DEDUCTIONS

- Section 1. The Association and the Board agree that each and every classified full-time and short-hour employee in the recognized bargaining unit should contribute equally toward the cost of administering this master Agreement by OAPSE and for representation of the classified employees in the described bargaining unit by OAPSE.
- Section 2. All classified employees whether they are employed by the Board as regular short-hour or regular full-time employees and who are eligible to hold membership in the Chapter shall become either:
- A. A member of the Chapter and execute an authorization for dues deductions on a form provided by OAPSE.
 - B. In the alternative, the Board Treasurer shall deduct from the salaries of the employees, not applying for membership, a service fee in the amount set forth in written notification by the Chapter, Treasurer, and such notice to be provided no later than September 15th each year. Such fee shall be required as a condition of employment.
 - C. Any employee who has been declared exempt for religious convictions by SERB shall not be required to pay said fair share fee, on the same schedule as Association dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, mutually agreed upon by such employee and The OAPSE State Treasurer. Such employee shall furnish to the Association State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment shall subject such employee to the same sanctions as would non-payment of Union Dues under the Agreement.
 - D. In no case shall the monthly service fee be in excess of the regular OAPSE membership dues.
- Section 3. All bargaining unit members shall either authorize payroll deduction for the payment of dues or remit payments in full, directly to the Chapter Treasurer.
- Section 4. Such deductions shall be made in twenty-four (24) installments beginning with the first pay in October. Deductions will be divided equally between the twenty-four (24) installments. If necessary, an adjustment will be made in the final deduction.

Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee. An employee may withdraw membership during a ten (10) day period from August 22nd through August 31st.

- Section 5. Payroll deductions shall occur as soon as possible upon request, or in the case of new employees as soon as possible upon employment.
- Section 6. The Board Treasurer shall forward to the OAPSE Chapter Treasurer the amount of State and Local dues/fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the Local Treasurer.
- Section 7. The Association shall defend and indemnify the Board, the Treasurer, official capacities and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses, unless willful, that may arise out of or by the reason of the action taken by Southeast Local Schools for the purposes of complying with any of the provisions of this Article or in reliance on any list, notices or assignments furnished under any of such provisions. The Association shall retain control of and appointment of legal counsel for defense and indemnification purposes.
- Section 8. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employee agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1. Definitions

A. Grievance

A grievance shall mean a claim by an employee or employees qualified for membership in OAPSE Local 751 that there has been a violation, misinterpretation or misapplication of this agreement.

B. Grievance Procedure

A grievance procedure is a method by which a person qualified for membership in OAPSE Local 751 can process a complaint, problem or dispute without fear of reprisal.

C. Aggrieved Party

An aggrieved party is a classified employee (s) qualified for membership in OAPSE Local 751, having a grievance.

D. Parties in Interest

Parties in interest shall be the aggrieved party, the OAPSE Local 751 grievance representative, the immediate supervisor and/or the party directly involved in a given level of this procedure.

E. Days

The term days shall mean calendar days, exclusive of Saturdays, Sundays and holidays.

F. Representative (s)

Any member of OAPSE Local 751 or OAPSE staff member who represents the aggrieved party.

G. Only items in the contract are grievable.

Section 2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances.

Section 3. Informal Procedure

A. An aggrieved party shall notify the aggrieved party's immediate supervisor, that a grievance exists. This notification shall occur within twenty (20) days of the incident causing the grievance.

B. The immediate supervisor shall arrange a meeting within five (5) days of the notification. The meeting shall be held at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend and not interfere with the educational process.

Informal decisions shall be rendered at the informal level within five (5) days of the meeting.

Section 4. Formal Procedure

A. Level One

- 1) Should the aggrieved party not be satisfied with the disposition of the grievance in the informal procedure, the aggrieved party shall, within ten (10) days of the informal decision, file a written grievance with the immediate Supervisor.
- 2) Within five (5) days of the filing of the formal grievance, the immediate supervisor shall hold a meeting with the aggrieved party and the aggrieved party's representative. The meeting shall be held at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend and not interfere with the educational process.
- 3) Within ten (10) days following this meeting the immediate supervisor shall render a written decision.

B. Level Two

- 1) Within ten (10) days of receipt of the immediate supervisor's written decision, the aggrieved party can advance the grievance to level two by notifying the Superintendent in writing that a grievance still exists.
- 2) Within five (5) days of notification that a grievance still exists, the Superintendent or designee shall hold a hearing involving all parties in interest.
- 3) Within ten (10) days of the hearing, the Superintendent shall render a written decision.

C. Level Three

Within twenty (20) days of receipt of the Superintendent's written decision, the aggrieved party may advance the grievance to level three by written notification to the Superintendent and the Federal Mediation and Conciliation Service (FMCS)

- 1) An arbitrator shall be chosen from a list provided by FMCS. The Arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing, and a copy sent to all parties present at the hearing. The decision of the Arbitrator shall be binding on the parties.
- 2) The Arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, or to submit observations or declarations of opinion which are not directly essential in reaching a determination. The

Arbitrator shall not have the authority to add to, delete from, or modify the provisions of this Agreement.

3) The cost of arbitration shall be shared equally by the parties.

Section 5

Miscellaneous

A) The number of days indicated at each step is considered optimum. The time limits specified may, however, be extended by written agreement of the parties.

B) All communications regarding grievances shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Administration shall provide OAPSE Local 751 with copies of all such communication.

C) Constructive receipt by the administration shall be construed to be the delivery date to the appropriate supervisor, either hand delivered or certified mail, return receipt requested.

D) Constructive receipt by OAPSE Local 751 and the aggrieved party shall be construed to be the delivery date to the OAPSE Local 751 President and the aggrieved party, hand-delivered or certified mail, return receipt requested.

E) Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend and shall not interfere with the educational process.

F) All parties in interest and witnesses (to a maximum of three (3) bargaining unit members) shall be permitted to attend a grievance meeting or hearing with no loss of pay or benefits.

G) No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

H) A grievance may be withdrawn by an aggrieved party at any time without prejudice.

I) Failure of the aggrieved party to comply with the time lines make the grievance void. Failure of the administration to comply with the time lines permits the aggrieved party to advance the grievance to the next step.

J) All written reports prepared for the purpose of complying with these procedures by any party shall be made on the appropriate form.

ARTICLE 15 – LAY OFF AND RECALL

- Section 1. All bargaining unit classifications and positions shall be filled by employees of the Board.
- Section 2. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedures shall govern such lay-off.
- A) 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 for employees who resign, retire or otherwise vacate a position.
 - B) Whenever it becomes necessary to lay-off employees by reasons stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service within the classification, computed from the latest date of hire or transfer into the classification. Authorized leave of absence does not constitute an interruption in continuous service. In cases of identical seniority, the Administration and the Association shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.
- Section 3. The Administration agrees to provide the Local #751 President a seniority list by September 1 of each year.
- Section 4. The Board of Education shall determine in which classification the lay-off should occur and the number of employees to be laid-off. In the classification of lay-off, employees on probation shall be laid off before any employees in that classification employed under a continuing Contract is laid off.
- Section 5. Twenty (20) days prior to the effective date of lay-off, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing name, seniority, date and classifications and indicate which employees are to be laid off. Each employee lay off shall be given advance notice of the lay-off. Each notice of lay-off shall state the following: Reasons for the lay-off or reduction.
- a) Reasons for the lay-off or reduction.
 - b) The effective date of lay-off.

- Section 6. For the classifications in which the lay-off occurs the Board shall prepare a reinstatement list and name all employees employed under probationary Contracts. They shall be placed on the reinstatement list in the reverse order of the lay-off. The name of employees employed under the continuing Contract status of employment shall be placed on a separate reinstatement list in reverse order of lay-off. Reinstatement shall be made from this list before any new employees are hired in classification or any employee is reinstated from the probationary list.
- Section 7. Vacancies which occur in the classification of lay-off shall be offered to and declined, in writing, by the employees standing highest on the lay-off list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.

ARTICLE 16 – INSURANCE

Insurance Study Committee: The parties agree that providing appropriate health care coverage while containing and controlling health care costs is in the long term best interest of the Board and its employees. Therefore, there will be established an Insurance Study Committee which shall be comprised of two (2) members of SELDTA, two (2) members of SSSPA, two (2) members of OAPSE, and two (2) members of the administration and/or Board. This committee will meet a minimum of two times per year and will review the District’s present insurance coverage in addition to obtaining available information regarding alternative concepts, products, plans, carriers, etc.

A. Hospitalization, Major Medical, Prescription Drugs & Dental Plan

1. Basic Hospitalization & Major Medical – The Board will pay 95% of the premium and full-time** employees will pay 5%.
2. Prescription Drugs & Dental Plan*
 - A) The employee shall pay five percent (5%) of the premium for a Single or Family Prescription Drug Plan., with the employee contribution not to exceed five dollars and sixty-five cents (\$5.65) per month for single coverage, or thirteen dollars and seventy cents (\$13.70) per month for family coverage. The Board shall pay the remainder of the Prescription Drug Plan premium.

* Dental Plan – the Board will pay 100% of the premium.

- B. Life Insurance – Will be provided to all bargaining unit members in the amount of \$50,000. Any member of OAPSE Chapter #751 age 70 or older shall not be eligible for this benefit.
- C. Liability Insurance – Liability insurance will be provided for classified employees.

D. Visual Care – Visual Care will be given to Chapter #751 employees.

E. The Board of Education, at all times, has the right to determine the carrier for all insurance benefits.

**Full-time employee (for the purpose of insurance) – A full-time employee works twenty-five (25) hours or more in a normal calendar week.

F. Health Benefit Option

1. Effective July 1, 2006, each employee may elect not to participate in the District's Insurance plans and will receive the following cash payments in lieu of coverage:

	<u>Family</u>	<u>Single</u>
Hospital and Major Medical	\$1,380.00	\$530.00
Vision	\$ 20.00	\$ 20.00
Dental	\$ 120.00	\$120.00
Total	\$1,520.00	\$670.00

a. Employees must make the decision to opt out of coverage during the annual hospitalization enrollment period in September. Payments will be made on the first pay in November following the enrollment period.

b. The following deductions will be made from the cash payment: Board and employee contributions to the retirement system, federal and state taxes, and Medicare if (applicable).

c. Should an employee have, under the terms of insurance plan, a legal status change during the year (12 months) the employee will have the needed benefits reinstated by making written notification to Treasurer of the District. The cash payment will be prorated and the employee will have to reimburse the Board for any overpayment (gross amount).

2. A Section 125 Plan will be established for all bargaining unit members who participate in the District's Insurance Plan.

ARTICLE 17 – SEVERANCE PAY

- A. The Board will grant a bargaining unit member who is retiring Severance Pay based upon their per diem rate of pay reflecting the percentages of accumulated sick leave days as listed in section “C” of this article below. If an employee dies while still employed by the District, any severance pay due shall be paid to the employee’s estate.
- B. Payment of severance pay shall eliminate all accrued sick leave days.
- C. The formula for calculating severance pay shall be:

YEARS IN THE SOUTHEAST SCHOOL DISTRICT

0-5 Years	15% of accumulated sick leave days
6-15 Years	30% of accumulated sick leave days
16 – up Years	35% of accumulate sick leave days

Regardless of the percentage received, the maximum number of days under this provision is seventy-five (75) days.

ARTICLE 18

CUSTODIAL SALARY SCHEDULE

<u>Effective Date</u>	<u>Base Increase</u>
1 st year: July 1, 2014 – June 30, 2015	2%
2 nd year: July 1, 2014 – June 30, 2016	2%
3 rd year: July 1, 2016 – June 30, 2017	2%

Index steps frozen during the 2011-2014 contract period shall be restored by returning one step in each of the three years of this agreement. On July 1, 2014 one step will be restored. On July 1, 2015 a second step will be restored. On July 1, 2016 the third step will be restored and the effect of the step freeze period will have been negated. Employees initially hired and placed on the salary index during the 2011-2014 contract period will have either one or two steps restored by the first or second year as necessary to match salary with credited years to be accurately placed on the scale.

In addition to the above language, add to the current longevity steps and index:

Step 15 becomes Step 12 Index = 1.383

Add Step 17 Index = 1.423

Add Step 22 Index = 1.463

Longevity Steps	Index	<u>FY-15</u>	<u>FY-16</u>	<u>FY-17</u>
Probationary		\$12.30	\$12.55	\$12.80
0	1.000	\$13.02	\$13.28	\$13.54
1	1.087	\$14.15	\$14.43	\$14.72
2	1.137	\$14.80	\$15.09	\$15.40
3	1.178	\$15.33	\$15.64	\$15.95
4	1.222	\$15.90	\$16.22	\$16.55
5	1.261	\$16.41	\$16.74	\$17.08
6	1.299	\$16.91	\$17.24	\$17.59
7	1.343	\$17.48	\$17.83	\$18.19
12	1.383	\$18.00	\$18.36	\$18.73
17	1.423	\$18.52	\$18.89	\$19.27
22	1.463	\$19.04	\$19.42	\$19.81

Probationary rate as above. (This shall be for the 90 day probationary period as per Article 11, Section 3. At the end of the probationary period, the employee shall be placed on Step 0 of the salary schedule.)

Boiler License -		3.5% x salary
Water Operator	-	3.5% x salary
2 nd Shift	-	2.5% x salary
3 rd Shift	-	3.0% x salary
Head Custodian	-	5.5% x salary

(rounded to nearest whole penny)

Should the Head Custodian be absent for more than five (5) consecutive days, the Superintendent or his/her designee shall assign (in accordance with the Collective Bargaining Agreement) the Head Custodian duties to another bargaining unit member of Local #751. This person shall be paid the negotiated differential for the time he/she is assigned these duties.

All bargaining unit personnel will receive a maximum one two hundred dollars (\$200) per year clothing allowance. There will be a one-time payment made in September by separate check. All requests must be accompanied with appropriate receipts.

- A. All employees shall be paid via direct deposit into a financial institution of their choice which accepts direct payroll deposits. Necessary information enabling such transactions must be provided to the Treasurer by the employee.

ARTICLE 19 – DISTRIBUTION OF AGREEMENT

Within thirty (30) days after the execution of this Agreement, the Administration will provide without charge a copy of this Agreement for every employee in the bargaining unit. An additional five (5) copies shall be made available to the Chapter President.

ARTICLE 20 - COMPENSATORY TIME

All compensatory time off shall be granted with the consent of the employees and the Superintendent subject to Article 4, section 4 of the Agreement.

ARTICLE 21 – OCCUPATIONAL SAFETY AND HEALTH

A. Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and Administration have been notified of the complaint and have had at least five (5) business days opportunity to resolve the complaint.

B. Right to Reassign

The bargaining unit member will immediately notify his/her supervisor of the condition before exercising his/her right to refuse to work under Section 4167.06 of the Ohio Revised Code because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to the bargaining unit member. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

C. Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Revised Code shall use the grievance procedure in this contract as the means for asserting such a claim.

D. Continuing Education

1. A bargaining unit member will have the right to request Professional Leave, and it may be granted as specified below:
 - a. Must be submitted, in writing, to the Superintendent for approval

- b. Must be submitted at least five (5) day in advance.
2. The request to attend a Conference or Workshop must be for an activity that pertains to their job:
 - a. Release Time from work, with no loss of pay.
 - b. The Conference of Workshop fee will be paid for by the District.
 - c. Mileage will be reimbursed at 80% of the current federally approved amount. In situations where multiple employees are attending the workshop or conference, one driver will be reimbursed for every four participants.
 - d. Meal cost will be reimbursed at an amount not to exceed a per diem amount that is established annually by the Superintendent. Lodging costs may be paid as deemed appropriate by the Superintendent based upon advance approval.
 3. If a bargaining unit member is requested by the Superintendent to attend a Conference or Workshop, the following procedures will be used:
 - a. Release Time from work, with no loss of pay.
 - b. The Conference of Workshop fee will be paid for by the District.
 - c. Mileage will be reimbursed at the current federally approved amount. This rate shall apply for any Board – approved mileage.
 - d. Meal cost will be reimbursed at an amount not to exceed a per diem amount that is established annually by the Superintendent. Lodging costs may be paid as deemed appropriate by the Superintendent based upon advance approval.

ARTICLE 22 – CRIMINAL RECORD CHECK

- A. All applicants for employment by the Board must submit to a criminal record check at the applicant’s cost and provide any information required for such a check including but not limited to a fingerprint sample.

All employees covered by this agreement are required to submit to a criminal record check according to the timelines stipulated by the State of Ohio. The cost for this record check is to be paid by the employee.

- B. The criminal record check will be conducted in the manner prescribed by law.
- C. The Board may employ an applicant prior to receiving a criminal record check report on a conditional basis.
- D. If the results of the criminal record check demonstrate that the Board is prohibited by law from employing the person due to his/her criminal record, the applicant who was

conditionally employed will be immediately and summarily dismissed from his/her employment with the Southeast Local Schools.

ARTICLE 23 – SHORT HOUR EMPLOYEES

1. Short Hour employees shall be entitled to all applicable benefit provisions under the CBA under a pro-rated basis computed on number of contracted hours. (Examples: Sick leave/Personal leave, Paid Holidays, Vacations, Leave/Bonus Incentive, Severance Pay / Retirement Bonus.
 - a. Short hour employees will not be eligible for insurance.
 - b. Clothing allowance will be provided after completion of one (1) year of employment.
 - c. Wages for short hour employees to be determined by the salary grid.
2. Movement within the bargaining unit (shift preference) shall be limited to this agreement for “full time” employees.
3. Overtime premium pay assignments or extra duty assignments shall be offered to “full time” employee’s first in seniority order. Rotating seniority where applicable. Only then will overtime be offered to short hour employees.
4. When a vacancy exists “full time” employees shall be given first opportunity for promotion, change or advancement in that classification. To be considered for a Head Custodian position, employees must complete three (3) years in a classification as a full time employee.
5. For Layoff and Recall purposes-employment in short hour positions shall be limited prior to “full time” and/or continuing contract is laid off.
6. Notwithstanding a layoff, staffing of custodians shall be no less than ten (10) employees.
7. Job descriptions for short hour employees shall be provided to the employee with a copy provided to the Union.

ARTICLE 24 – LABOR MANAGEMENT

General Labor Management or Safety concerns shall be promptly and jointly addressed by bargaining unit and district leadership in the appropriate manner. Should this process be shown to be problematic during the period of this contract, both parties agree that formalized training by FLMCS and the creation of a Labor/Management committee may be instituted.

DURATION OF AGREEMENT

This Custodial Negotiated Agreement and the Appendices, hereto, constitute the whole agreement between the Southeast Board of Education and the Ohio Association of Public School Employees, Local 751/AFSME Local 4/AFL-CIO (“OAPSE, Local # 751”). All parties concur that these are the working conditions, and all parties will abide by these conditions.

This Master Agreement shall be effective at 12:01 am on the July 1, 2014, and shall continue in full force and effect until Midnight June 30, 2017

IN WITNESS THEREOF, the parties have caused this Master Agreement to be executed on the day and year first mentioned above.

All items of a fringe benefit nature presently provided by the Board will continue in effect as per past practice, except as adjusted by this Contract.

Classified employees will make-up days off due to energy, etc. beyond five (5) calamity days (or amount designated by the State) if required to do so.

All Custodial/Maintenance employees report to work even when school is closed unless notified by the building Principal or Superintendent not to work.

Southeast Local School District

OAPSE

Superintendent

Field Representative

Treasurer

President, OAPSE Chapter #751

President, Board of Education

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