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# **Gibsonburg Exempted Village School District Agreement**



Gibsonburg Exempted Village Board of Education  
And  
Gibsonburg OAPSE Local #188

Effective July 1, 2014  
Through June 30, 2017

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## ARTICLE 2 – RECOGNITION

A. The Gibsonburg Local School District Board of Education, (hereafter referred to as the “Board”), recognizes OAPSE/AFSCME Local 4/AFL-CIO Local #188, (hereafter referred to as the “Union”), as the sole and exclusive bargaining agent of all classified employees identified in this Article.

1. The bargaining unit shall consist of all full-time and regularly employed short-hour classified employees who work in the following classifications:

- |                                   |                             |
|-----------------------------------|-----------------------------|
| 1. Cook/Cashier                   | 5. Administrative Assistant |
| 2. Bus Drivers                    | 6. Custodial/Maintenance    |
| 3. Bus Mechanics                  | 7. Computer Technician*     |
| 4. Aides/Monitors/Preschool Aides | 8. Cleaner                  |

2. The following positions are excluded from the bargaining unit:

- |  |  |
|--|--|
| 1. Treasurer   | 6. Transportation/Custodial Supervisor |
| 2. Adms. Asst. to the Superintendent                               | 7. Substitute and Casual Employees     |
| 3. Assistant to the Treasurer                                      | 8. Food Service Supervisor             |
| 4. Technology Coordinator  | 9. Groundskeeper                       |
| 5. Summer migrant & seasonal workers (non-district employees only) |  |

\* Currently not a position, but in the event that it is created, it will be included in the bargaining unit

### Section 4. Negotiations

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.

## ARTICLE 3 - DURATION OF THE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and shall remain in full force and effect from **July 1, 2014 through June 30<sup>th</sup>, 2017**. The parties mutually agree to a meet-to clause with the Gibsonburg Teacher’s Association, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to modify or terminate this contract is served by either party upon the other according to the terms in the Negotiations section of this Agreement.

## ARTICLE 4 – DUES / FAIR SHARE DEDUCTION

**Section 1.** The Employer agrees to deduct membership dues from the wages of Union members upon presentation of a written authorization individually executed by any employee.

**Section 2.** All dues deductions shall be made bi-weekly from the employee's wages. Deductions shall commence with the first pay period in which dues are customarily deducted following receipt by the Employer of written authorization.

Within 15 days after the deductions are made, the Employer shall forward all dues to the Union State Treasurer with an alphabetical list of those employees for whom payment is made, amount deducted, and a copy of the list shall be submitted to the Union's Local Treasurer.

**Section 3.** The Union shall notify the Employer in writing of the annual dues rate for the employees in the bargaining unit. The Union will also notify the Employer in writing of any change to that annual dues rate. The Employer agrees to implement any change in the annual dues rate within thirty (30) days after receipt of written notice from the Union.

**Section 4.** If requested by the Union, the Employer will provide to the Union for each employee the amount of the gross annual income as reflected on the employee's W-2 form received from the Employer for the previous year and any deferred or tax-sheltered compensation.

**Section 5.** In the event that the Union achieves eighty per cent (80%) membership of all eligible bargaining unit members, employees in the unit who are not members of the Union shall pay to the Union an agency fee as a condition of employment with the Employer. Such agency fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the agency fee amounts and of any changes in the agency fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions.

**Section 6.** Other than to make the deductions described in this Article and forward the same to the Union, the Employer assumes no additional obligations regarding the deductions described in this Article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of Union. The Union agrees to indemnify and hold harmless the Employer from any claims, actions or proceedings by any employee arising from actions taken or not taken by the Employer pursuant to this Article. In the event of any legal action or administrative claim against the Employer as a result of the deduction of dues or agency fees by the Employer, the Union shall be obligated to provide a defense for the Employer and administrators through attorneys selected by the Union. The Employer and administrators agree to accept the attorneys selected by the Union for the defense of any action or claim. The Union's obligation to indemnify for legal fees shall be limited to fees and expenses incurred by attorneys selected by the Union. The Employer and administrators may select attorneys in addition to those provided by the Union at their own expense, however, the Union shall not be obligated to pay legal fees and expenses of any attorneys not selected or approved by the Union. A copy of the membership cards will be submitted to the Treasurer Office within 10 days of signature.

## ARTICLE 5 - NO STRIKE NO LOCKOUT

The Board and the Association commit themselves to orderly administration of their relationship in accordance with this Agreement. To that end, the Association agrees there shall be no strike or slow down and the Board agrees there shall be no lock out during the term of this Agreement and any extension thereof.

## ARTICLE 6 - ASSOCIATION RIGHTS

### Section 1. Association Rights

The Association shall have the following rights as the sole organization representing the bargaining unit:

1. To use the facilities of any building for meetings, without fee, upon notification and prior approval of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with school or school business and any previously authorized activity in said building.
2. To use the inter-school mail system in the school's offices to distribute Association bulletins, newsletters, or other circulars, consistent with building and school district procedures, providing such mails is designated as OAPSE mail.
3. To use Board-owned equipment including computers, calculators, duplicating equipment, public address equipment, audio visual equipment at times which do not interfere with the operation of the school system. Any expendable supplies such as duplication paper, etc. will be reimbursed to the Board. Per copy charge is 10 cents per page.
4. To use bulletin boards in employee lounges or workrooms to disseminate information to members, providing the materials posted are identified as Association postings.
5. School telephones should be used for school purposes, however the Board recognizes that from time to time employees must use school phones for personal business and Association members must use school phones to conduct OAPSE business. Such phone calls should not interfere with school operations and/or employee activities. Toll calls and/or calls that are assessed a fee must be made with an employee or Association call card.
6. The Board will provide the Association with Board agenda materials prepared for distribution to the public prior to the start of each Board meeting. The Board will also provide the Association with a copy of the financial reports each month.
7. Upon request the Association will be placed on the agenda to address the Board at Board meetings.
8. Labor Management Council consisting of not more than three (3) employees and three (3) administrators shall meet on a needs basis to review and discuss matters of concern.
9. To allow the President of the Association or his/her designated official to visit schools. Upon his/her arrival he/she shall notify the Principal of his/her presence. Visits that are made to discuss special concerns of employees must be arranged mutually in advance with the Principal. The visits to the schools must not interfere with duties assigned by the Board and

Administration.

10. The Board shall provide adequate lunch, rest room, lounge, work, storage, telephone, and duplicating facilities for use by employees of each building.
11. No member of the Bargaining Unit will be required to dispense medication and/or perform medical procedures unless properly trained by the nurse.

The Association agrees that all of the functions, rights, powers, responsibilities, and authority of the Board regarding its operation and the direction of its employees are the exclusive right of the Board except as expressly limited by the terms of this Agreement.

#### **ARTICLE 7- BOARD RIGHTS/MANAGEMENT RIGHTS**

Unless the Board agrees otherwise in this collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the board to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of school district operations;
4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the school district;
8. Effectively manage the work force;
9. Take action to carry out the mission of the school district

## ARTICLE 8 – NEGOTIATIONS PROCEDURE

1. **Subjects of Negotiations** - Negotiable issues will be all matters pertaining to wages, hours, and terms and conditions of employment.
2. **Directing Requests** – Either the Union or the board may initiate negotiations by letter of submission forwarded to the other party by March 1<sup>st</sup> of the calendar year in which this agreement expires. Within fifteen (15) working days of receipt of said submission letter, the parties shall hold their first negotiations session, unless another date is otherwise mutually agreed upon. Initial proposals of the Union and the board shall be exchanged at the first meeting. Only these proposals and counter-proposals thereto shall be the subject of subsequent negotiation sessions, unless mutually agreed to by both parties.
3. **Representation** - The Board and the Union shall each designate a bargaining team of up to six (6) members. Negotiations shall be conducted exclusively between these teams.
4. **Negotiation Meetings**
  - a. Upon the request of either party, meetings shall be recessed to permit the requesting party a reasonable period to caucus.
  - b. It is the intent of the parties to insure the confidentiality of negotiations.
    1. All meetings shall be held in closed session.
    2. News releases or statements to the media shall be issued only by mutual agreement until Impasse or final agreement is reached.
    3. Tape recorders or other electronic recording devices shall not be permitted at any meetings.
  - c. The first meeting shall be held for the exchange of fully written proposals to be negotiated and shall establish dates for future bargaining sessions.
  - d. Once proposals are submitted by both parties, no new items shall be added unless mutually agreed to. Proposals are limited to 20 items.
5. **Agreement**
  - a. All tentative agreements reached by the parties pertaining to Articles or Sections shall be reduced to writing and initialed by both parties. Once a tentative agreement is reached, no further discussions shall take place on the issue unless by mutual agreement.
  - b. When agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted as a complete package agreement to the Union for ratification and to the Board for approval. Once

ratified by the Union, the Board shall take action within thirty (30) days following the Union's action. If approved, this Agreement shall be signed by both parties and shall become part of the official minutes of the Board. This Agreement shall be binding.

- c. Any agreement reached and accepted by the Union and the Board shall supersede any contrary terms contained in any individual employment contract hereinafter in effect. All future Individual employment contracts shall be made expressly subject to terms of this Agreement.

## **6. Disagreement**

If the parties are unable to reach agreement after sixty (60) days from the first meeting, either party may declare impasse on all unresolved issue(s) and submit the issue(s) to mediation. The parties shall petition the Federal Mediation and Conciliation Service for the assignment of a mediator to assist the resolution of the impasse. Mediation shall be the final step in the dispute settlement procedure. The Board and the Association agree that the aforementioned Federal Mediation shall supercede all other dispute settlement procedures contained in Chapter 4117.14 of the Ohio Revised Code.

## **7. General Provisions**

- a. Upon final approval by both the Union and the Board, two (2) copies of the Agreement shall be signed by the Board President and the Union President. Both parties shall retain a signed copy which shall be binding on both parties.
- b. The Board shall be responsible for typing the final Agreement. The Union shall be responsible for the duplication and distribution of the Agreement to bargaining unit employees.

## **ARTICLE 9 – CONTRACTS**

A newly-hired employee shall serve a probationary period of ninety (90) days during which he/she may be released from employment. Any such release during the probationary period shall be non-grievable. Upon successful completion of the probationary period, the employee shall be issued a contract for the remainder of that school year inclusive of the time spent on probationary status. If the employee's contract is renewed, it shall be for a period of two (2) years. A subsequent contract, if issued, shall grant the employee continuing contract status.

## ARTICLE 10 – GRIEVANCE PROCEDURE

### I. General Provisions

- a. A *grievance* is a complaint that alleges a violation, misinterpretation, or misapplication of this Agreement or Board Policy and work rules.
- b. A *grievance* is an employee, or group of employees, alleging a violation, misinterpretation, or misapplication of this Agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of the group.
- c. A day shall be defined as a regularly scheduled work day, Monday through Friday (including the summer recess), excluding holidays.
- d. If the grievant does not file a grievance within ten (10) days from the date of occurrence of the alleged grievance, or from the time he/she should reasonably have known of the alleged grievance, the grievance shall be considered to have been waived.
- e. Any grievance not appealed from the written disposition of the Board or its representatives in any of the steps of the grievance procedure within the times and in the manner specified herein, shall be considered as having been accepted by the employee on the basis of the disposition last made and shall not be eligible for further appeal.
- f. If any representative of the Board fails to meet the time requirements in any of the steps of the grievance procedure as specified herein, then the grievance is automatically forwarded to the next step in the grievance procedure.
- g. Time limits within this provision shall be considered a maximum, unless mutual written agreement to extension is made.
- h. At the formal level, either party may have representation of his/her choice provided that the Union shall be allowed the opportunity to be present at any step of this procedure.
- i. A grievance may be withdrawn at any level without prejudice.
- j. Copies of all documents, communications, or records dealing with a grievance shall be furnished to all parties to a grievance. In addition, all records, documents, or communications concerning a grievance shall be placed in the personnel files of any of the participants.
- k. Forms for filing and processing grievances shall be cooperatively designated (by

OAPSE and Administration) and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

- l. Records of the grievance shall be kept confidential unless the aggrieved agrees in writing to the contrary.
- m. The agreed to grievance form shall be made available to any employee(s) requesting such, either through his supervisor or association representative.

2. Any grievance shall be discussed with the grievant's immediate supervisor or appropriate Administrator within ten (10) days before it is filed in writing, in order to attempt to resolve the matter informally. The grievant shall indicate that the discussion will pertain to a possible grievance.

### 3. Formal Procedure

*Step 1* If the grievance is not resolved by the informal procedure, the grievant may further pursue the grievance within five (5) days after the discussion at the informal step by submitting a formal grievance form with a written explanation of the grievance, citing the specific relief sought to the immediate supervisor or appropriate administrator. Within five (5) days after receipt of the form, the immediate supervisor or appropriate administrator shall meet with the grievant. The immediate supervisor or appropriate administrator shall write a disposition of the grievance and return a copy to the grievant within ten (10) days after such meeting.

*Step 2* If the grievant is not satisfied with the written disposition at Step 1, the grievant may appeal the grievance and request a meeting with the Superintendent/designee within five (5) days after receipt of the Step 1 written disposition by submitting a grievance report form which shall include a written explanation of the grievance citing the specific Section of this Agreement that has been violated and the relief sought. The meeting will be held within ten (10) days of the Superintendent's/designee's receipt of the appeal from Step 1. The Superintendent/designee shall write a disposition of the grievance within ten (10) days after such meeting and return a copy to the grievant, Union President, and immediate supervisor or appropriate Administrator.

*Step 3* If the grievant is not satisfied with the written disposition at *Step 2*, within ten (10) days the grievant may appeal the grievance and request a review before the Board. The request for a review shall be made in writing through the Superintendent who shall attach all related materials and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and, upon request, shall hold a hearing with the employee by the next regular Board meeting or a mutually scheduled later date. The Board's action shall be based upon the recommendation of the

Superintendent and the arguments presented by, or on behalf of, the employee. The Board shall render a decision within thirty (30) days upon receipt of the grievance.

*Step 4* If the grievant is not satisfied with the written disposition at Step 3, the Union shall have the right to appeal the dispute to an impartial arbitrator in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Such appeal must be taken within ten (10) working days after receipt of the response from the Board by filing a notice with the "Statement Of Grievance" attached thereto with the American Arbitration, and a copy of the notice with the Superintendent.

12. **Power of the Arbitrator**

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of this Agreement.
- b. The arbitrator shall have no power to establish salary schedules or change salary schedules.
- c. If a case is appealed to an arbitrator on which he/she determines he/she has no power to rule, it shall be referred back to the Union with a notification to the Administration without decision or recommendations on its merits.
- d. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. The decision of the arbitrator shall be binding.
- e. Any other expenses resulting from the arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses except where it is agreed that such hearing is during a witness's regular hours of employment.
- f. The arbitrator shall have no power to add to, subtract from or modify the terms of agreement. The arbitrator shall only have the authority to decide the issue presented to him/her and the decision of the arbitrator shall be final and binding.
- g. The fees and costs of the arbitrator shall be paid by the party against whom the arbitrator rules.

## **ARTICLE 11 - REDUCTION IN FORCE**

### **Section 1. Circumstances**

If it becomes necessary to reduce the number of employees in a job classification due to abolishment of position, lack of funds, or lack of work, the following procedure shall govern lay-off. The number of people affected by a reduction in force will be kept to a minimum by not employing replacements in so far as practical of employees who resign, retire, or otherwise vacate a position.

### **Section 2. Order of Reduction**

Whenever it becomes necessary to lay-off employees by reasons as 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 with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the Administration and the Union shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.

The classifications listed in Article 2 shall be used for the purpose of defining classification seniority in the event of a lay-off. The Board 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 employee in that classification employed under a continuing contract is laid off.

Any employee affected by such reduction may displace a less senior employee in the following order:

1. Within the same classification
2. Within the District provided job qualifications are met as set forth by the Board

Any employee who is bumped from his/her position will also have bumping rights according to seniority within their classification and within the District, based on meeting qualifications of said position.

### **Section 3. Notice of Intent**

If reduction in force affecting the Bargaining Unit is contemplated, the Board shall give notice of its intention to the Association without delay. Such notice will be in writing and will include the specific positions and/or classifications to be affected, the proposed schedule of reductions, and the reasons for proposed action. Within five (5) days after issuing said notice, the Board/Administration will, if requested to do so, enter into discussions with the Association regarding impact of contemplated layoffs and other affected conditions of employment.

### **Section 4. Notification**

An employee affected by reduction in force will be notified no less than thirty days before his/her effective date of layoff.

### **Section 5. Recall**

All employees laid off as a result of a reduction will be placed on a recall list. No employee on

recall shall be offered a vacant position with the Board until currently employed employees within that classification only have exhausted their right to bid on a vacancy in accordance with Article 19 of the Agreement. Recalls will be in reverse order of layoffs provided the employee in line for recall is qualified for the vacancy. No new employees shall be employed while there remain employees on the recall list qualified for a vacancy.

Employees shall remain on the recall list eighteen (18) months subsequent to layoff. A laid-off employee shall at all times have the obligation of notifying the Treasurer of the Board of changes of his/her residence address.

Recalls shall be communicated by certified mail directed to the employee at his/her current resident address as reflected by the records of the Treasurer of the Board.

An employee shall lose his/her right to remain on the recall list if he/she refuses to accept recall to a vacancy in his/her classification.

Within five (5) days of receipt of recall notice, the effected employee shall accept the position by replying in writing to the Superintendent. Failure to accept in writing shall be deemed to constitute refusal of recall.

If recalled, the employee shall resume his/her previous contract status.

## **ARTICLE 12 - SENIORITY**

### **Section 1. Definition**

Seniority shall be an employee's uninterrupted length of continuous service with the Employer.

### **Section 2. Seniority List**

Within thirty (30) days after the signing of the Agreement, the Employer shall provide the Union with a copy of a current seniority list. The Union may meet with the Employer to review the list whenever necessary to correct and/or review the same. The seniority list shall contain, in order of seniority, names and dates of hire of each employee.

An updated list of seniority shall be given to the Association President each school year by the Superintendent.

### **Section 3. Broken Seniority**

Seniority shall be broken when an employee:

1. Quits or resigns
2. Is terminated or non-renewed
3. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the employer sends the employee notice by registered mail (to the employee's last known address as shown in the employer's records).

### **Section 4. Computation of Seniority**

Seniority shall be computed from the first day the employee is granted regular employment by the Board.

## **Section 5. Employment Contracts**

All contracts for bargaining unit members will conform with the provisions of 3319.081 O.R.C.

## **ARTICLE 13 - LEAVES**

### **Section 1. Assault Leave**

- a. An employee absent from work due to a physical disability resulting from an assault by a student shall be granted leave with pay and without deduction from sick leave for the limit of that disability not to exceed fifteen (15) days. The disability shall be physical in nature and shall be medically verified as rendering the employee incapable of performing his/her assigned employee duties. In case of dispute, medical verification is defined as the majority opinion of 3 independent physicians certified in the field of medicine most appropriate to care for the specific disability. The employee shall choose one physician, the Board shall choose one physician and the third shall be chosen by the other two physicians.
- b. Examining costs not covered by insurance will be paid in full by the Board for all cases decided in favor of the employee.
- c. To qualify for assault leave the employee must be in full duty status at the time the assault occurs.
- d. Assault leave will not be granted in the instance that a court of competent jurisdiction finds the employee guilty of assaulting the student.
- e. The employee applying for assault leave shall report, or have reported by another, the details of the assault to the school principal within twenty-four (24) hours of the assault or as soon thereafter as reasonably possible.
- f. The victim of the assault shall cause to be filed a criminal complaint against his/her assailant and cooperate fully with the criminal justice system in preparing and prosecuting the case against the alleged assailant.
- g. If the cooperation required by the above Subsection requires the employee to miss time from work after he/she has returned from assault leave, such employee shall be paid wages by the Board for the missed time without deduction from any other leave benefit.

### **Section 3. Child Care Leave**

- a. An employee of the Gibsonburg Exempted Village Schools shall be granted an unpaid child care leave to care for a natural or adopted child in accordance with the following specifications:

1. The employee shall apply in writing to the Superintendent or his/her designated representative not later than twenty (20) school days prior to the beginning date of the requested leave of absence. The written application shall specify the proposed dates the leave is to commence and terminate, but in each case the dates approved by the Superintendent shall be those least disruptive to the educational process.

2. A child care leave shall not be granted beyond the balance of the school year; however, the child care leave may be renewed for one (1) additional contract year, upon the recommendation of the Superintendent and with the approval of the Board. An employee requesting reinstatement from a child care leave shall submit such request in writing not later than April 1 of the contract year preceding the anticipated return to work. Failure to provide the written request to return from child care leave prior to April 1, will result in termination of the employee's contract.

b. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, the Board, and the applicant.

1. An employee on child care leave shall not be entitled to advancement on the salary schedule for the period of absence, nor shall any sick leave accrue during that time.

2. Upon returning from leave, every reasonable effort to return the employee to an assignment comparable to that held prior to the leave will be made.

3. If the insurance carriers permit, employees may continue any and all group insurance coverage at their own expense by reimbursing the Board for premium costs during the period of absence. Failure of the employee to forward premium payments to the Board at the stipulated times will terminate this option. If an employee is on leave the last working day of the school year, continuation of insurance coverage during the summer recess shall be at the employee's expense. Board payments for insurance shall resume effective the first day the employee returns from leave.

#### **Section 4. Family and Medical Unpaid Leave**

a. An employee with at least 12 months (a minimum of 1,250 hours during that period) of service in the Gibsonburg Exempted Village Schools shall be granted the maximum of a 12-week, unpaid family medical leave (during each 12-month period) for: 1) the birth and first-year care of a child; 2) the adoption or foster placement of a child; 3) the serious illness of a member of the employee's immediate family, and 4) the employee's own serious health condition that keeps the employee from performing the essential functions of his or her job in accordance with the following specifications:

b. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request is foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require

the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave.

c. While on family medical leave, the employee will continue to receive the same group health coverage that he or she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his or her leave.

d. Serious health condition is defined as an illness, injury, impairment, or mental condition that involved a) inpatient care in a hospital, hospice, or residential medical facility; or b) continuing treatment by a health care provider.

e. An employee on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence, however, the employee shall continue to accrue sick leave.

f. Upon returning from leave, the Board will restore the employee to the same or an equivalent position. If an employee on family medical leave decides not to return to work, then the Board will not charge the employee for the amount of the insurance premiums that the Board paid for that employee's health care coverage during his or her leave, unless there is a continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.

g. This leave is mandated by federal statute.

#### **Section 5. Court Leave**

a. Employees required to be absent from duty in response to a subpoena or jury summons in a court case, or an administrative hearing in which the employee is not a party, shall be paid the difference between their regular compensation and the remuneration for serving as a juror or witness, excluding reimbursement for expenses incurred by reason of such subpoena or summons. The employee will endorse and forward any compensation to the Board Treasurer.

b. Employees required to be absent from duty for any court proceedings or administrative hearing in which the employee is a party, will not be paid for the period of absence, unless the absence is authorized by the Superintendent or his/her designee.

#### **Section 6. Military Leave**

Military leave shall be granted to employees pursuant to Ohio Revised Code. Benefits will be granted at a maximum allowable by law.

#### **Section 7. Professional Leave**

a. Attendance at Professional Meetings. Employees will be entitled to consideration for

attendance at professional meetings or conferences relating to their assigned position in the school upon submission of the proper application to the building principal or immediate supervisor or upon approval by the appropriate administrator and Superintendent, based upon the following guidelines:

- b. Priority shall be given to attendance at meetings designated for improvement of the professional competence of the employee in the assigned position in the schools.
- c. Leave for professional meetings or conferences will not be charged against personal leave provided it is approved, in advance, by the administrator, and Superintendent.
- d. Authorized expenditures for professional meetings shall be limited to those amounts appropriated for this purpose during any one fiscal year.
- e. When limited finances make it impossible for the Board to reimburse an employee for a professional meeting, leave may be granted with the understanding that the applicant is responsible for all expenditures connected with the leave.
- f. The completed expense voucher attached to each professional meeting application form shall be completed and submitted with itemized bills as appropriate upon return from the professional meeting.

### **Section 8. Personal Leave**

- a. The Board will grant up to two (2) unrestricted days and one (1) restricted day each school year without loss of salary or charge to other types of leave. Personal leave is a privilege granted by the Board to allow employees to conduct business and personal matters which cannot be conducted outside the regular school day. The Board recognizes that from time to time extremely personal situations arise which require leave and the Board has no desire to become privy to such information and respects the employee's desire for privacy.
- b. Except in emergency, a request for personal leave must be made to the supervisor in writing, at least three (3) days prior to the time of leave.
- c. Personal leave will not be deducted from sick leave.
- d. The total number of personal leaves approved for a given day shall not exceed 10% of the total non-teaching staff unless approved by the Superintendent. The date and time of review by the Superintendent will determine the priority for approval.
- e. Superintendent, in his sole discretion may authorize an additional two days of personal leave.
- f. Personal leave may be used to extend a holiday or other scheduled break in the school calendar. In addition, personal leave may not be used on the first day or the last day of the school year or to seek

employment.

g. Falsification or improper use of personal leave shall result in two (2) days reduction in annual salary. Any second offense involving improper use of personal leave will result in a recommendation being made to the Board for termination.

h. The following examples are generally considered valid reasons for the use of personal leave:

1. Funeral of a relative when absence is not covered under the Sick Leave Article in this agreement.
2. Probating of wills of immediate family members, as defined in Sick Leave Article.
3. Required court appearances(s) other than as a defendant if adjudged guilty, except for minor traffic violations.
4. Graduation exercises of the bargaining unit member or a member of his/her immediate family, as defined in Sick Leave Article.
5. Attending a wedding in the immediate family, as defined in the Sick Leave Article.
6. Completion of a real estate transaction involving property owned or leased by the bargaining unit member.
7. Religious holiday requiring absence from work.
8. A serious emergency at home with the documentation form to be completed upon return.
9. Attending school functions for a Union member's child, such as but not limited to, kindergarten screening, field trips and/or other programs scheduled during the school day.
10. Accompanying a Union member's child to college visitations and/or orientation.
11. Attending graduate school requirements if scheduled during the work day.
12. Unrestricted-Only two (2) requests per school year will be permitted under the "unrestricted" classification.
13. No more than 10% of the Union members shall be granted unrestricted personal leave on any given day.
14. Restricted – Only one (1) restricted day will be permitted.
15. Birth of a grandchild.

## Section 9. Sick Leave

- a. New employees shall be credited with five (5) days sick leave in advance.
- b. Employees applying for sick leave will do so by use of the attached form, which is an integral part of this contract.
- c. Where possible, an employee must notify his supervisor on the evening prior to absence that he/she will be absent the next day. If this is not possible, such notice must be given the next morning between 5:00 a.m. and 6:00 a.m. except in an extreme emergency by calling the supervisor directly. The employee must notify the supervisor before the end of the day on the day before the employee is to return to work. The Board will, at all time, attempt to maintain an adequate list of substitutes.
- d. Sick leave is not a substitute for personal leave. It is available only to employees who, because of illness, disability, or for any of the other reasons prescribed by law are unable to perform their assigned work with reasonable (though not absolute) comfort.
- e. In an emergency, sick leave will be approved for medical or dental appointments.
- f. Unused sick leave will accumulate up to 252 days for all employees.
- g. The Board reserves discretion to advance sick leave to any employee who has exhausted his/her earned sick leave.
- h. Should the schools be closed during the period of an employee's sick leave day or holiday, as called by the Superintendent, such employee will not be charged with a sick leave day.
- i. For non-critical illness, immediate family is interpreted to be husband, wife, grandchildren and minor children. For sudden critical illness, the interpretation will be extended to father, mother, sister, brother, and adult children, and to relatives for whom the employee has legal responsibility. For deaths, the immediate family is interpreted as parents, grandparents, children, grandchildren, sister, brother, husband, wife, niece, nephew, aunts, uncles and the spouse of any of the above. Also included are the corresponding relatives of the employee's spouse and anyone living in the same household as the employee.
- j. The sick leave provisions of Ohio Revised Code 3319.141 are incorporated herein.
- k. After four (4) -consecutive sick days, a doctor's excuse must be provided to avoid a dock in wages for any additional consecutive sick days used.

## **ARTICLE 14 - EMPLOYMENT PRACTICES AND INDIVIDUAL RIGHTS**

### **Section 1. Nondiscrimination**

It shall be the policy of the Board and the Association that all provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination based upon age, sex, marital status, race, color, creed, national origin, or handicap.

The Board and the Association agrees that there will be no discrimination, interferences, restraint, coercion, or reprisal of any employee or from board membership, or because of any activity in an official capacity on behalf of the Union or on behalf of the Board, nor will the Board attempt to discourage membership in the Union.

### **Section 2. Guarantee of Personal Rights**

The Board and the Association agree further that those personal rights as guaranteed to every individual by the Constitution of the United States shall be adhered to by the Board, the Administration, the members of the Association, and the representatives of the Association.

### **Section 3. Employee Rights**

Regular classified personnel have the right to join in, participate in, and assist the association and the right to refrain from such. Membership in the Association shall not be a prerequisite for employment or continuation of employment of any employee.

## **ARTICLE 15 - COMPLAINTS AGAINST EMPLOYEES**

### **Section 1. Good Relations**

The Board considers that good relations between the community and the school is one of the most important responsibilities of the Board, the Administration, and the staff.

### **Section 2. Referral of Complaints**

The Board also believes that any person having a complaint against an employee should refer that complaint to the appropriate administrative officer in writing on the district form.

### **Section 3. Resolution of Issue**

If requested by either the complainant or the employee, the appropriate administrator will arrange a meeting involving the employee and the complainant to discuss the complaint.

A copy of any written complaint or oral complaint which shall be transcribed by the appropriate administrator filed against an employee will be served on the employee within five (5) working days. The employee may file with the appropriate administrator a written response to such complaint. Said response must be filed within ten (10) working days of receiving a complaint from the administrator.

**Section 4. Meeting with Board**

If the complaint is not resolved at the administrative level to the satisfaction of the complainant or the employee, either party may request a meeting with the Board. Before considering the complaint the Board will request that either party follow the administrative step above, and further, the Board will request that any complaint or response be in writing. The Board will consider complaints and/or the response at its next regular or special meeting. At each stage of the complaint procedure an employee may request and be accompanied by an Association representative. Any action against an employee as a result of the complaint will be in compliance with Article 16.

**ARTICLE 16 - DISCIPLINE**

**Section 1. General Disciplinary Procedures**

Discipline shall be imposed on employees only for just cause. Discipline may include oral or written reprimand, suspension, disciplinary reduction and termination.

A written reprimand may be imposed following a conference. An employee may be accompanied to any such conference by a representative of his/her choice.

The meeting may be with the principal, immediate supervisor, superintendent or his/her designee. Such employee may request of his/her principal, immediate supervisor or superintendent that he/she be accompanied by a member of the Association.

The Board agrees that no employee will be reprimanded in the presence of any other employee, students or parents of students, except in cases of emergency situations.

**Section 2. Guidelines**

The following are guidelines for progressive action needed to correct employee job performance deficiencies in accordance with the negotiated job descriptions.

These are only guidelines and, depending upon the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be initiated at any step.

**Step 1 - Warning**

Written warning to the immediate supervisor, to the personnel file and a copy to the employee.

**Step 2 - Minor Suspension**

Penalty of up to one (1) to five (5) days suspension with loss of pay may be given with the approval of the Superintendent. Copy of suspension to the immediate supervisor, personnel file, and the employee.

**Step 3 - Major Suspension**

Penalty of up to ten (10) days suspension with loss of pay may be given; all suspension and/or loss of pay must be with the Superintendent's approval. Written copy to the immediate

supervisor, personnel file, and to the employee.

#### **Step 4 - Termination**

Written copy to the immediate supervisor, personnel file, Board, and to the employee.

### **Section 3. Due Process Procedure**

Before an employee may be suspended without pay, non renewed, terminated, or transferred, or reduced or disciplinary reasons, the following procedure shall be followed:

1. The employee shall have the right to a preliminary hearing to be conducted by the Superintendent or his/her designee. The employee shall be given a written notice of his/her right to the preliminary hearing and a written copy of the specific job deficiencies which has led to the hearing. These written documents shall be shared with the employee not less than two (2) days notice of the time and place of the preliminary hearing.
2. The preliminary hearing shall be informal and shall not be an evidentiary hearing. The employee may be accompanied at the hearing by a representative of his/her choice. Failure of the employee to attend at the time and place indicated in the notice shall be deemed to be a waiver of his/her right to such hearing.
3. At the preliminary hearing, the employee shall be advised by the Superintendent or his/her designee of the nature of his/her job deficiency and shall be given the opportunity to respond by way of explanation or defense.
4. Following this hearing, the Superintendent or his/her designee may conduct a further investigation concerning any matters which may have been raised during the hearing or have otherwise come to the attention of the Superintendent or his/her designee, after which the Superintendent or his/her designee shall take such action or make such recommendation as he/she deems appropriate. The employee shall be notified in writing of any action taken.
5. Following the preliminary hearing in any case wherein the Superintendent or his/her designee imposes a suspension, or recommends non-renewal, or termination, the Superintendent or his/her designee shall furnish such employee with a copy of the order of suspension or recommendation of non-renewal or termination, which order shall state the reasons therefore.
6. If the Superintendent or his/her designee recommends a suspension of more than five (5) working days, a disciplinary reduction, non-renewal or termination, such recommendation shall be presented to the Board at its next regularly scheduled meeting or at a special meeting called for such purpose. The employee shall be given notice of the date, time, and place of such Board meeting. The employee shall have the right to a hearing before the Board, which shall be an evidentiary hearing; both the employee and the Board may be represented by counsel or other representative of their choosing; both parties may call witnesses who will be examined under oath and may be cross examined; an audio or stenographic record of the proceedings shall be made by the Board. The decision of the Board shall be in writing and shall be served on the employee.
7. Any notices, copies of order or recommendations required by this article to be served upon an employee shall be served in person; provided, however, in the event the employee is on any type of leave or is absent without leave when service is attempted, then such service shall be by certified mail sent to the employee's last address as shown on the Board's records. In that event, service is deemed complete seventy-two (72) hours after mailing.
8. The provisions of this Article do not apply to the removal of an employee during his/her

probationary period.

#### **Section 4. Dockage of Pay**

The Board shall have the authority to dock the pay of any employee for misuse, abuse, and misrepresentation of any leave provision and/or the failure to report timely for work.

#### **Section 5. State/Federal Authority**

It is expressly understood that the Civil Service Commission shall have no authority or jurisdiction as it relates to the discipline of bargaining unit personnel.

#### **Section 6. Special Transportation Reporting**

Bus drivers are subject to special reporting requirements for violations of the motor vehicle laws as outlines in O.R.C. 3327.10(d)(1). Whenever a bus driver is convicted of a traffic violation, he/she must report that conviction to the Superintendent or his/her designee. He/she may not drive any school bus or motor van for the district until he/she has filed such notice.

Failure to report such violation will result in appropriate discipline.

#### **Section 7. Personnel File**

Any material which might result in disciplinary action shall be expunged from the employee's personnel file 48 months past the date of entrance.

### **ARTICLE 17 - PERSONNEL FILES**

#### **Section 1. Maintenance**

A personnel file of all employees shall be maintained in the office of the Board. This shall be considered a confidential file and the only official file of recorded information on employees maintained by the Board and Administration.

#### **Section 2. Access**

Individual employees shall have access to their personnel files. Requests of employees to have access to their personnel files shall be handled by the Superintendent or his/her designee. The Superintendent will comply with request to view files in a reasonable and timely manner.

#### **Section 3. Notification**

No information will be added to an employee's personnel file without notification to the employee. An employee will be entitled to copies of his/her personnel file at his/her expense. The cost of copying will be the prevailing rate as specified by lease agreements. Copies of forms related to normal daily operations of the school district are exempt from notification status.

#### **Section 4. Disputes**

If an employee disputes the accuracy, relevancy, timeliness, or completeness of the information in his/her file, she/he may request that the Board investigate the current status of the information within a reasonable time of receiving the request. The Board must make a reasonable investigation

to determine if the disputed information complies with provisions of law.

Said employee shall have the right to add rebuttal on any material in his/her file that she/he deems incorrect or incomplete.

#### **Section 5. Public Access**

The Board will comply with state and federal law, rules, and regulations relative to public access to personnel files.

### **ARTICLE 18 - WORKER'S COMPENSATION**

All school employees are protected under the Worker's Compensation Law (Section 4123.01 O.R.C.). This law provides coverage for any injury or death incurred in the course of or arising out of their employment.

An injury incurred while performing or occurring as a result of assigned responsibilities shall be reported to the injured employee's supervisor within 24 hours of the injury and an application shall be completed in the Treasurer's Office at earliest possible time so the claim can be phoned in and claim number issued.

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

### **ARTICLE 19 - FILLING OF VACANCY/NOTICES**

- A. All buildings owned and operated by the Employer and staffed by Board of Education employees shall be required to provide a location accessible to all bargaining unit employees for the purpose of posting announcements of job vacancies.
- B. All job vacancies (bids) shall be posted for a minimum of five (5) working days. The bargaining unit member desiring the posted position shall submit their bid in writing to the office of the Superintendent prior to the close of the bid period. All postings shall contain the position's location, shift, hourly rate and pay range, and minimum qualifications as established per the job description. At the end of every school year (no later than the final teacher workday) all Aides shall be notified of their assignment for the following school year.
- C. All vacancies created as a result of resignation, retirement, terminations, transfer, death of the employee, or upon the creation of a new position shall be filled. As soon as reasonably possible, but must be filled within 60 days.
- D. When a position is to be filled in the same classification, such position shall be awarded to the employee with the greatest seniority in that classification who applies for the position. In the event that no employees within the classification elect to bid on the position in the classification, this position shall be posted System-wide and the employee with the greatest amount of system seniority having the necessary qualification shall be given the

job.

E. When, as a result of being awarded a position through the bid procedure, an employee moves from one classification to another, he/she shall be placed at the Step of the respective pay scale that reflects service with the District. A person new to the School System shall be placed at Step 0 unless prior experience is approved by the Superintendent and current OAPSE Local President. Approval for prior experience will be granted based on every 3 years outside; 1 year will be granted on the Gibsonburg EVSD scale, up to a maximum of 7 years, with no seniority.

F. All employees new to a classification or position shall serve a 30 day trial period. The Board or employee shall have the right to return the employee to their previous classification or position or none similar thereto, within that period of time. The employee shall be given the reason for their return.

G. Permanent job postings during the months of June, July and August will be in effect for ten (10) working days and all summer postings will be mailed to five (5) classification representatives designated by the OAPSE Local President.

H. The Union shall be provided with a current seniority list of all employees contained in the bargaining unit.

#### **ARTICLE 20 - FILING AND MAINTENANCE OF CERTIFICATES/LICENSES**

Employees of the bargaining unit shall be responsible for filing with the Board all certificates, licenses, and employee forms as required by the Board.

In the event an employee is not able to fulfill a certificate or license requirement, the Board will hold the employee's position without pay, for a period of up to ninety (90) work days to allow employees time to meet requirements.

#### **ARTICLE 21 - SEVERANCE PAY**

##### **Section 1. Eligibility and Accrued Sick Leave**

Employees who work two hundred sixty days per year and are presently in the service of the District and have ten (10) or more years of active service will be paid for twenty-five per cent (25%) of the value of his/her accrued but unused sick leave credit not to exceed a maximum of - sixty-three (63) days of severance pay. Employees who work less than two hundred sixty days per year will receive a maximum of forty-five (45) days.

**Bonus Severance Pay:** If an OAPSE member uses no sick leave days in a school year, he/she shall have credited to him/her in a separate account maintained in the treasurer's office, one (1) day of bonus severance pay, not to exceed a maximum accumulation of ten (10) bonus severance days, to be paid to him/her upon retirement. Such bonus severance pay shall be in addition to any severance pay

earned under the severance pay provision of this contract and shall not be lost by any exhaustion of sick leave prior to retirement.

### **Section 2. Payment**

The additional pay will be calculated at the rate of pay in effect at the time of retirement. The district shall issue a separate severance check after the last regular pay has been made to the retiring employee.

### **Section 3. SERS**

For the purposes of this resolution retirement means that the employee has been approved for retirement by the State Employees Retirement System, and will begin receiving monthly retirement payments.

### **Section 4. Disability and Sick Leave**

- a. The purposes of this resolution, disability retirement are the same as regular retirement.
- b. The additional payment at retirement cancels all sick leave.

## **ARTICLE 22 - COMPENSATION**

### **Section 1. Salary Notice**

Employees shall advance one step on their respective schedule on July 1<sup>st</sup> of each year, if the employee is eligible for a new step. The Board shall provide each member of the bargaining unit a written notice of annual salary in compliance with 3319.082 O.R.C.

### **Section 2. Paychecks**

The Board shall pay salaries in twenty-six (26) installments. Current employees shall have a choice to utilize direct deposit. All new employees shall automatically have direct deposit.

### **Section 3. Salary Matrix**

Appendix E - The Board of Education and OAPSE Local 188 have agreed to a 1% base increase starting July 1, 2014 and second 1% base increase starting with the 14<sup>th</sup> pay period of FY 2014-2015.

## **ARTICLE 23 - VISION INSURANCE**

The Board will endorse a vision insurance policy as an elective to the insurance plans offered. The employee will pay 100% of the cost if he/she elects to participate in vision coverage. All cost increases are the responsibility of the employee.

## **ARTICLE 24 - HOSPITAL, SURGICAL, MAJOR MEDICAL INSURANCE**

The Board of Education will provide current health insurance for bargaining unit members. The Board shall pay 95% of the cost for full-time employees up to a cap of \$1,000 per month for a family plan and 95% of a single plan up to a cap of \$500 per month. If the cap is exceeded during the life of the contract, the board shall pay 80% of the amount above the monthly cap and the employee shall pay 20% of the amount above the monthly cap.

The Board of Education shall provide insurance benefits to the employees based on the San-Ott Insurance Consortium four tiered wellness plan. These plans are single, Employee and Spouse, Employee and Child(ren) and Family. The effective date will be January 1, 2013. The Board shall pay 80% of the regular cost for full-time employees who secure five wellness points from the annual screening. Any increase in insurance premiums for employees that do not secure at least five points will be the responsibility of the employee. For employees securing 0,1,2,3, or 4 points the employer will pay 80% of the five point premium. Any additional premium charges assessed by the San-Ott Consortium above the 5 point level will be the responsibility of the employee.

Health insurance coverage will be offered to employees who average at least 30 hours per week for the previous school year for those hired after July 1, 2014. Employees hired before June 30, 2014 will be offered insurance coverage. Percentages paid by the board are 80% for 6 hour employees; 33% for employees between 4 ¼ and 5 ¾ hours; and 25% for employees between 3 ½ and 4 ½ hours per day.

A committee shall annually be appointed by the Employer and OAPSE to oversee operations of the established insurance program. The committee shall meet annually to examine costs and savings, to investigate ways to save administrative costs and to educate staff about insurance usages.

## **ARTICLE 25 - DENTAL INSURANCE**

A. The Board of Education will provide dental insurance for full-time bargaining unit members. The Board will pay 80% of the premium and the employee will pay 20%.

B. The Board of Education shall provide dental insurance benefits to the employees based on the San-Ott Consortium four tiered plan. These plans are Single, Employee plus Spouse, Employee and Child(ren) and Family. The effective date shall be January 1, 2013. Dental insurance coverage will be offered to employees who average at least 30 hour per week for the previous school year. Employees currently enrolled in the dental program as of June 30, 2014, will be allowed to continue their coverage..

## **ARTICLE 26 - GROUP TERM LIFE INSURANCE**

The Board will provide each employee, at no cost to the employee, Term Life Insurance coverage in the amount of twenty thousand dollars (\$20,000) for full-time employees and ten thousand (\$10,000) for part-time.

## **ARTICLE 27 - CUSTODIAL/MAINTENANCE**

### **Section 1. Overtime Eligibility**

The Principal/Supervisor will offer overtime on an equalized basis to those custodians who possess the specific skills that the job requires. When a school building is open for public programs, a custodian will be employed in the building. Said custodian(s) will be assigned duties to perform while said functions are conducted. Public programs do not include athletic practices, club meetings, rehearsals, etc.

### **Section 2. Sunday Overtime Rates**

Any sports or other activities on Sunday are paid double-time to all bargaining unit employees.

### **Section 3. Low Pressure Boiler Operators License**

The 25 cent per hour for low pressure boiler operator's license is grandfathered for those current employees effective at the commencement of the initial OPAPSE contract (July 1, 2002). All new employees hired after July 1, 2002, will not be eligible for the 25 cent per hour premium for low-pressure boiler operator's licenses.

## **ARTICLE 28 -TRANSPORTATION/EXTRA TRIPS**

### **Section 1. Compensation**

- A. Bus Drivers will be paid at Step 0 for all trips . All extra-curricular and field trips will be paid a 2-hour minimum. All overnight trips will have a 15- hour maximum per day plus \$50.00 per night. All trips/runs or shuttle runs in excess of 40 hours per week shall be paid at time and one-half (1 1/2) of the trip rate.
- B. Regular drivers that sub at any time will get regular pay. When a sub is needed the supervisor will go through the list by seniority.
- C. Reduction to a Single Bus Run: If the Gibsonburg Board of Education elects to reduce to

a single bus run in the AM and PM, they shall negotiate insurance, bus routes and wages with OAPSE #188. Drivers will receive four (4) hours per day for a single route.

## **Section 2. Considerations**

The Superintendent/Designee shall be responsible for assigning drivers to extra trips. Drivers wanting extra trips shall sign up at the beginning of the school year. In as much as possible, a trip roster will be handed out to the trip drivers every two weeks for upcoming trips for the next two weeks. In assigning trips the factors of convenience, economics, driver desire, and availability will be considered.

## **Section 3. Cancellations**

- a. When a driver has been scheduled for a trip and shows up for the trip only to find it has been canceled and the driver was not notified, a payment of one hour shall be made to the driver, in addition to their regular pay.
- b. When a trip is canceled with notice, the driver shall be placed on top of rotation for one time only. After that, they must go back on the list by order of seniority.

## **Section 4. Assignments**

- a. Driving positions will be filled by bid on a seniority basis.
- b. Seniority List - At the beginning of the school year, a seniority list of all regular drivers will be posted by the transportation supervisor for the purpose of trip assignments. If a driver does not desire extra trips, he/she may remove his/her name from the list by submitting a written request to the transportation supervisor.
- c. Posting - If possible, trips will be posted at least four (4) days prior to the date of the trip.
- d. Individual Field Trip Assignment - Trips will be assigned by rotation through the seniority list. The driver whose turn it is on the list shall have the choice of the offered trips. These trip assignments shall be made one (1) day prior to the trip. There shall be no trading of trips. If a driver chooses not to take any of the trips offered, he/she forfeits his/her turn on that rotation only. If no regular driver chooses to take a trip, the trip will be offered to a substitute driver on a rotation bases. The supervisor must go through rotation one (1) time before asking a substitute driver.
- e. For changes in approved trips with less than four (4) hours notice, the supervisor may select the first available driver, before calling a substitute.
- f. Group Trip Assignment – Trips will be organized by sport and groups (such as band, choir, etc), for the entire season. The trips will be put on a list and will be given out by seniority at the beginning of each year. The group trips that are already assigned to drivers will remain

the same until they are given up.

- g. The drivers that have assigned trips before the effective date of this contract, will be grandfathered so they can keep their trips.
- h. Unless the bus supervisor agrees otherwise, Drivers must remain on the site of the assigned activity or field trip (unless the bus supervisor agrees otherwise). Weather conditions or an emergency may result in the immediate departure of the bus.

### **Section 5. Extra Responsibilities**

- a. Gibsonburg bus drivers shall be paid 26 hours annually for their extra responsibilities. The three-hour payment shall include pre-trip inspections, fueling, discipline forms, route alterations, route set-up, and bi-weekly meetings. If the bi-weekly bus driver meeting runs longer than 30 minutes, bus drivers will be compensated at their regular hourly rate. The treasurer shall make the payment in a lump sum payment to be included with the 20<sup>th</sup> pay of the school year.
- b. The driver will be paid to clean buses at regular pay only with pre-approval by the supervisor.

Bus drivers will be paid the hourly rate to take buses to be serviced. If the regular driver of the bus has been asked if able to pick bus up and is not able, a driver will be selected by the Transportation Supervisor based on who is available at that time.

### **Section 6. Required Training and Examinations**

All bus drivers shall be compensated at their hourly rate for any required training, certification, re-certification, or physical examinations. Any drug and/or alcohol testing will be paid a \$10.00 stipend to cover the cost of travel time.

### **Section 7. Bus Monitors**

When a bus route is assigned four (4) or more medically fragile, severely handicapped or physically violent students, a monitor will be assigned to that route. The district's Director of Instruction will determine if a child is medically fragile, severely handicapped or physically violent. In cases of persistent problems, the Director of Instruction may assign a bus monitor on a temporary basis until the problem subsides.

### **Section 8. Summer Work**

Bus drivers are required to prepare their buses for the annual summer inspections. Drivers are free to apply for summer work if the district is in need of auxiliary help. Said work may entail

cleaning the district's vehicles.

## **ARTICLE 29 - CAFETERIA**

### **Section 1. Extra Curricular Functions**

Whenever kitchen equipment is used as part of a building rental or staff activity a cook must be present to supervise said activity. For the purposes of this agreement, kitchen equipment shall include: stoves, ovens, boilers/steamers, fryers. Kitchen personnel will not be required to participate in the preparation, service, or clean-up of said rental or activity.

If kitchen help is needed to assist in preparation, service, or clean-up the renting group will compensate them at a rate of the employee's hourly rate plus \$0.50 per hour. Kitchen help will be assigned on a seniority and rotating basis.

### **Section 2. Summer Work/Extended Time**

Cooks will be paid at their regular pay rate for work extending beyond but continuous to their regular hours.

Cooks will be paid at their regular pay rate for summer work exclusive of public functions. Cashiers will be paid at their regular pay rate for one (1) hour per week for collection of pre-paid lunch money. Additional hours may be granted at the Cafeteria Supervisor's discretion.

### **Section 3. Additional Training**

Cooks holding a valid American School Food Service Association (ASFSA) certificate will be paid an additional \$50 per year if such certification is required by the Board. The certificate must be recorded in the Board office by September 1<sup>st</sup> of each school year. Payment for required ASFA certificates will be made the first pay period in October. If at all possible, cafeteria training will be held on Tuesday of Thanksgiving week.

### **Section 4. Meals.**

All Food Service employees will be entitled to the main course entrée or equivalent in value on days that they work. Food service employees may choose to eat the main course entrée at no cost or the dollar value in equivalent of items comprising the Type A lunch. You may also choose to eat the entire Type A Lunch and pay the difference after the cost of the main course entrée has been subtracted out of the total cost of the lunch. The employee at the cafeteria's established prices will pay for additional food or beverage consumed.

## **ARTICLE - 30 HOLIDAYS, WORK HOURS, VACATION**

### **Section 1. Holidays**

Current part-time employees will receive six (6) paid holidays each contract year as follows: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, President's Day, and Memorial Day.

All employees shall be entitled to one (1) floating holiday to be used when students are not in session.

Twelve month employees will receive ten (10) paid holidays each contract year as follows: Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, President's Day, Good Friday, Memorial Day, and Independence Day. Holidays falling on Saturday will be observed on Friday and holidays falling on Sunday will be observed on Monday. The exceptions to the extended holiday rule will be - New Year's Day should it fall on a Sunday and school is scheduled for Monday.

Employees shall be paid their regular salary or rate of pay for holidays or calamity days provided each employee accrued earnings on the scheduled work day before and after the holiday or calamity day.

For the definition of forty (40) hours of work; holidays, vacation, sick leave, and school closing/calamity days will count as hours worked; other days such as personal leave will not count as hours worked unless actual hours were worked during these times.

### **Section 2. Work Week**

Forty hours of work shall be the standard work week for all full time non-teaching school employees. When employees are required by their responsible administrative supervisor to work in excess of forty hours in any seven day period, the employee shall be compensated for work in excess of 40 hours at 1-1/2 times their regular rate of pay. The work week shall begin at midnight on Sunday.

### **Overtime Eligibility**

1. The Principal/Supervisor will offer overtime to bargaining unit employees on an equalized basis to those employees who possess the specific skills that the job requires. When a school building is open for public programs, a custodian will be employed in the building. Said custodian(s) will be assigned duties to perform while said functions are conducted. Public programs do not include athletic practices, club meetings, rehearsals, etc.
2. A bargaining unit member who has a contract in a job classification will be called before an

outside substitute, as long as the substitute position and hours do not result in overtime wages. Bargaining unit members will be paid at the substitute rate when working as a substitute outside of their area of classification. All substitutes will be called on a rotating basis, including summer work. Bargaining unit members are encouraged to apply for summer work if the district is in need of auxiliary help..

### **Section 3. Vacation**

#### Vacation Eligibility

A. All bargaining Unit employees employed on the basis of a scheduled work year of twelve (12) months shall be entitled to accrue vacation with full pay in accordance with the following schedule.

<u>Years Employed by Board of Education</u>	<u>Days of Vacation</u>
0 but less than 7.9 years	10 days
8 but less than 9.9 years	12 days
10 but less than 14.9 years	17 days
15plus years	20 days

\* Vacation accrued during the first year of employment shall be forfeited if the employee does not complete one (1) full year of employment with the Board.

B. The provisions of Section 3319.084 of the Ohio Revised Code shall apply to Bargaining Unit Employee for the purpose of determining vacation eligibility.

Vacation scheduling - Twelve (12) month employees shall be permitted to take vacations, after they are earned and arranged with the appropriate Supervisor, on the basis of seniority.

Permission shall be granted if a request is submitted to the appropriate Supervisor with reasonable advance notice, provided such Supervisor deems that such vacation will not interfere with the normal operation of the School System.

If a new employee has worked less than a year but has accumulated at least six (6) months of service, he/she may elect to borrow one-half (½) of the accrued vacation time during the first year thus reducing one's vacation time in the second year.

### **Section 5. Lunch Period**

All non-teaching employees working (5) consecutive hours or more will be provided with at least 30 minutes duty free lunch period. The lunch period will be scheduled by the appropriate supervisor.

No employee shall leave his/her assigned workstation or building without approval of the

administrator in charge.

### **Section 6. Dual Classifications**

Employees may work in more than one classification. Employees will be paid according to their respective experience level in each classification and individual rates of pay per respective classification will be according to the salary schedule.

Example: Mrs. Brown has been a two-hour cook for the past five years and now would also like to work as a three-hour teacher aide. Mrs. Brown would receive pay as a cook at the five year experience rate and would receive pay at the 0 year experience rate for a teacher aide.

In the event of an extended absence, one week or more, the Board will endeavor to replace the individual with a person who is appropriately qualified. If it is possible the Board will replace the absent employee with an employee who has appropriate qualifications but less hours.

### **Section 7. Switching Classifications**

Employees who switch from one classification to another will be placed on the salary schedule at an equivalent number of years.

### **Section 8. No Coercion**

No current employee shall be directed, mandated, and/or coerced to accept other positions to increase hours.

### **Section 9. Contract Hours**

Employees in dual classifications must complete their contracted hours of that job before doing Individual Field Trips or extra hours in their choice of dual jobs. Situations arising from early dismissals, delays or other circumstances are to be ok'd by the supervisor.

### **Section 10. Break Time**

Any non-teaching employee will be entitled to the following break schedule, based on CONSECUTIVE hours worked:

3.5 hours	10 minutes
More than 3.5 hours, less than 6 hours	15 minutes
More than 6 hours, less than 8 hours	20 minutes
8 hours	25 minutes

### **Section 11. Conference Days**

OAPSE members considered to be non-essential employees during conference days will have the

option not to work unless specifically requested to work by their supervisor/principal. Non-essential for the purposes of teacher conferences is defined as cook, aide and bus driver. Administrative assistants and custodians will be evaluated on an individual basis by their supervisor/principal to determine the need to work. Only OAPSE employees who actually work on teacher conference days shall be paid for those days. If at all possible, cafeteria training will be held on Tuesday of Thanksgiving week.

### **ARTICLE 31 -WORK YEAR/WORK DAY**

The work year for all nine-month employees will be in accordance with the school calendar and holidays.

The total hours for all classifications are per individual contract. The pay for full-time employees is based on 2080 hours per year (52 weeks x 40 hours per week).

All bargaining unit employees shall be paid for all days worked.

The full-time high school administrative assistant will work an additional ten (10) days in the month of July.

In-service day for all secretaries and teacher aides for state required nursing duties in accordance to ORC 313.713 (B) (2). To be done at the October in-service day.

### **ARTICLE 32 - DRUG-FREE WORKPLACE**

The Gibsonburg Board of Education will maintain a drug-free workplace in full compliance with all applicable federal, state, and local laws.

#### **Section 1. Regulations**

1. No employee of the Gibsonburg Exempted Village Schools while on school premises or as part of any of his/her workplace activities shall unlawfully possess, use, or distribute illicit drugs, controlled substances, or alcohol.

This policy regulation does not replace the requirement to report child endangering (O.R.C. 2151.421) and any employee who admits to, pleads guilty, or is convicted of child endangering acts or sale or dispensing drugs or alcohol to minors shall be exempt from this article and shall waive rights under all applicable articles of the negotiated agreement, enabling personnel action to be taken within the limits of the law.

The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or

function, such as a field trip or athletic event where students are under the jurisdiction of the school district. Any employee who admits to, pleads guilty, or is convicted in any court of law for a first alcohol or drug abuse offense which is a misdemeanor and which involves use in the workplace shall be referred to and satisfactorily completes a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee's expense, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. The employee shall not return to his/her employment assignment until he/she satisfactorily complies with the provisions of this section.

Any employee who fails to comply with this section will be subject to the disciplinary procedure found in this negotiated agreement.

Any employee who admits to, pleads guilty, or is convicted in any court of law for a second alcohol or drug abuse offense which is a misdemeanor and which involves use in the workplace shall be suspended for one (1) to five (5) days unpaid and shall be referred to and satisfactorily complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee's expense, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. The employee shall not return to his/her employment assignment until intervention or treatment is completed as deemed necessary by a physician who consults with the Superintendent. The employee shall not return to his/her employment assignment until he/she satisfactorily complies with the provisions of this section. Any employee who fails to comply with this section will be subject to the disciplinary procedure found in this negotiated agreement.

Any employee who admits to, pleads guilty, or is convicted in any court of law for a third alcohol or drug abuse offense which is misdemeanor and which involves use in the workplace and the Board will take such personnel action it deems necessary within law and/or negotiated agreement.

### **ARTICLE 33 - EMPLOYEE MEETINGS**

Employee meetings shall be conducted during working hours whenever possible and the Board's facilities shall be used for such purposes. Employees involved in such meetings during their working hours shall suffer no loss or reduction in pay. Whenever it is not possible to hold these meetings during working hours the Employer may extend the employee's work schedule one (1) hour beyond the regularly scheduled day, provided each employee is compensated at his/her hourly rate.

### **ARTICLE 34 - EXPENSE REIMBURSEMENT**

#### **Section 1. Reimbursement**

Employees who incur expense in carrying out their authorized duties shall be reimbursed upon submission of a properly filled out and approved voucher and such supporting receipts as are required by the Treasurer. The Board will pay full cost of tuition and fees for approved courses, workshops, seminars, in-service training sessions or other programs which an employee is required to take by the administration.

Employees taking courses required for maintaining Certification Licensing in assigned areas may be reimbursed.

Each Union member will have the option once every five (5) years to have the cost of the BCI/FBI background check completed at Board Expense. The employee must have the checks completed on a date chosen by the Board by a company of the Board's choosing.

At any time during the duration of this agreement, the Board may opt to purchase background check equipment and complete background checks at no cost to bargaining unit members.

Employees who resign or are terminated within one (1) year of receiving reimbursement will have the amount of the year's reimbursement deducted from his or her final paycheck. If the final paycheck does not cover the costs of the reimbursement to the District, then the employee will be required to pay back the District out of pocket.

## **Section 2. Budgetary Allocations**

In order to be reimbursed, such expenses will be approved if incurred in line with budgetary allocations for the specific type of expense.

## **Section 3. Use of Vehicles**

When official travel by personally owned vehicle has been authorized by the Superintendent, mileage payment shall be made at the rate currently authorized by the Board. All employees who are required to travel from one work site to another work site, or from one work site to an assigned geographic location, in the course of the day's assignment via personal owned vehicle shall be reimbursed monthly at the mileage payment rate currently authorized by the Board. Payment is contingent upon timely documentation on a form provided with administrative pre- authorization required.

## **Section 4. Mileage**

The rate of reimbursement for mileage payment shall be established by the Board of Education.

## **ARTICLE 35 - JOB DESCRIPTIONS/EVALUATIONS**

### **Section 1. Job Descriptions**

The Administration will develop and furnish to the President of OAPSE Local #0188, a copy of the job descriptions of each classification in the described bargaining unit covered under the terms of this contract. No changes will be made to job descriptions without the discussion and input from Local President and Classification Representative. These copies will also be available to those employees upon request.

### **Section 2. Annual Review**

Annual reviews of all job descriptions will be performed by the Administration. If any interested workers contact the reviewing person with suggestions to improve the job descriptions in order to better the educational and operational goals of the Gibsonburg Exempted Village Schools, those improvements will be given serious consideration.

### **Section 3. Evaluation**

Evaluations will be based on facts, work rules, and job descriptions. Evaluation standards will be applied equally to all employees in a classification.

Evaluations are intended to aid an employee in determining goals to better do one's work in the following year. Areas recommended for improvements shall be supplemented with suggested ways the employee may obtain new goals or recommended improvements.

### **Section 4. Performance Appraisal**

Prior to April 30 of each year, each employee will have an appraisal of the previous year's performance completed by their supervisor. The appraisal will be reviewed and discussed with the employee by the supervisor. The appraisal will not be placed in the employee's personnel file until the supervisor has discussed the appraisal with the affected employee, and the employee has had an opportunity to respond to any statements. Such employee response shall be attached to the appraisal and placed in the personnel file. In years where an employee is up for contract renewal, an appraisal will be completed 60 days prior to April 30.

### **Section 5. Confidentiality**

Information provided to administrative personnel as to any problem related to alcohol and other drug abuse or chemical dependency shall be considered part of the employee's medical record, and shall be CONFIDENTIAL. Except as may be required by law, no person may discuss or otherwise divulge any information concerning such matters.

## **ARTICLE 36 - WORK RULES**

Copies of newly established work rules, or amendments to existing work rules, will be furnished to the Union President 20 days prior to implementation. No such work rules, or directives, shall conflict with or violate any provision of this Agreement, and such rules and directives shall be reasonable and applied consistently where applicable.

## **ARTICLE 37 - HEALTH AND SAFETY**

The Board of Education promotes a safe and healthy school environment and work place. State and Federal regulations will be followed where mandated and used as guides where not mandated.

Safety and Health concerns are to be reported immediately. When the concern continues, a written statement should be submitted to the employee's immediate supervisor. This report is to be submitted on Gibsonburg Local schools Health and Safety form which will be placed in the main office of each building.

The "concern" in writing will be investigated by the Superintendent, the Supervisor, or person responsible for the area of concern and a union appointed person.

No employee will be discriminated against for reporting any unsafe or unhealthful condition.

There will be posted, in a central work area, the "Material Safety Data Sheets" distributed by the manufacturers of all hazardous material. All employees shall regularly review these sheets for their safety.

## **ARTICLE 38 - PEOPLE**

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided in a written authorization. Such authorization must be executed by the employee and revoked by the employee at any time by giving written notice to both the employer and the Union. The employer 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 renittance.

## **ARTICLE 39 – CALAMITY DAY**

### **Calamity Days/Two-Hour Delay/Early Dismissal Procedures**

#### **A. Calamity Days**

1. When schools are closed for full days by the Employer because of snow or other conditions during the five days allowed by the State, employees would not report for duty and they would be compensated at their regular daily pay.
2. Non-certified employees, which include cooks, required to work on calamity days shall be paid at the rate of time and one-half. Employees sent home due to the cancellation of school shall receive pay at time and one-half for the time worked prior to the cancellation being issued with a 2 hour minimum pay.

In the event that the five calamity days are exceeded, all school employees will report for their normal work schedule on required make-up day(s) as required by

the State of Ohio.

**B. School Delay**

1. Custodians are required to report to work at their regular starting time. If a decision to close school for the remainder of the day occurs, then those employees required to continue working shall be paid time and one-half for the remainder of their shift.

**C. Early Dismissal**

1. All employees (except bus drivers) are required to work until their regular quitting time and will be compensated at their regular hourly rate. Bus drivers would report early and would be compensated for their regular contracted time. Cleaning staff who report to work at 3:00 or 3:30 will be required to report to work at their regular time and shall be compensated at their regular rate.

**ARTICLE 40 - SUB-CONTRACTION**

During the term of this Agreement, the Board shall not contract-out or sub contract for Bargaining Unit Work. This excludes snow removal and grounds keeping.

**ARTICLE 41 - OAPSE IN-SERVICE DAY**

The Board will grant a total of two days for OAPSE In-Service. OAPSE member or their representatives shall be paid the sum equivalent to their normal workday. The employee attending must sign certification of attendance.

**ARTICLE 42- OAPSE LEAVE**

The Board agrees to permit two (2) duly elected delegates of OAPSE Local #188 leave of three (3) days to attend the OAPSE Annual Conference, a third (3<sup>rd</sup>) person may attend the OAPSE Annual Conference, but without pay.

**ARTICLE 43- SCHOOL CALENDAR**

OAPSE members will have the right to vote on new school year calendars.

## ARTICLE 44 – RETIREMENT INCENTIVE

A retirement cash incentive shall be paid to all OAPSE/Union members who select to retire under normal circumstances (i.e. not disability, termination, non-renewal or etc.). The following provisions shall govern eligibility and payment of the incentive.

1. Must have been an employee of the Gibsonburg Exempted Village Schools for a minimum of the past ten (10) years.
2. Must submit a letter of resignation on or before April 1st of the year in which they plan to retire.
3. Must meet one of the eligibility requirements listed below and must qualify for SERS retirement benefits:

For a Union member who was hired before May 14, 2008:

- a. 5 years of service credit at age 60; or
- b. 25 years of service credit at age 55; or
- c. 30 years of service credit at any age.

For a Union member who was hired on or after May 14, 2008:

- a. 10 years of service credit at age 62; or
- b. 25 years of service credit at age 60; or
- c. 30 years of service credit at age 55.

4. A Union member must retire in the year they become eligible under the requirements listed in #3 in order to be eligible to receive the cash incentive. If they chose not to retire by June 30th in the year they attain their 30th service year, they will forfeit all eligibility to the cash incentive or any future incentives.
5. This cash incentive shall not be considered as salary for purpose of calculating SERS benefits. An employee can only retire once.
6. One payment equal to forty percent (40%) of the average of the Union member's final three years of salary (not to include overtime, extra-duty wages, substitute wages, wages earned outside of the member's primary classification(s), stipends, or reimbursements) will be made on the first payroll in January of the calendar year following the year he/she officially retires.
7. Any tax consequences deriving from the acceptance of this cash incentive are solely the responsibility of the employee and not the Gibsonburg Exempted Village Schools.

8. If at any time there should be a federal ruling that would find that this sort of deferred compensation to be in violation of IRS Rules, the plan will automatically revert back to a single payment plan in the year the employee is eligible for the plan and retires.
9. In the event of the death of an employee or former employee who is receiving payments under this plan, the remaining payments shall be paid to their estate per payment schedule contained in item #6 above.

#### **ARTICLE 45 – CALAMITY LEAVE ASSISTANCE PROGRAM**

The Gibsonburg Exempted Village Board of Education shall establish a Calamity Leave Assistance Program which will allow individual employees to donate up to five (5) days of sick leave to each eligible applicant. Employees with less than fifty (50) days accumulated sick leave shall not be eligible to contribute.

To qualify for the Calamity Leave Assistance Program, an employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse or child) must have experienced a catastrophic illness or injury and the employee must have exhausted his/her sick leave. The Calamity Leave Assistance Program cannot be used beyond the current contract under which the individual is employed or beyond the end of the school year in which the application is made.

Request for use of Calamity Leave Assistance Program will be considered on a case by case basis. A committee composed of two members appointed by the Board and two members appointed by the *Union* and chaired by a mutually agreeable fifth member, will make a determination based on the following criteria.

1. The employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse or child) must have experienced a catastrophic illness or injury which has exhausted or will exhaust the employee's sick leave.
2. The total use of the Calamity Leave Assistance Program shall not exceed the current employee's contract or current school year.
3. All requests will be subject to the responses of the staff who wish to make donations to an individual approved by the committee.
4. All donations of sick leave by staff members will remain confidential and should be submitted to the District Treasurer on the proper form. (See Appendix I)

5. Employees requesting consideration for the Calamity Leave Assistance Program must complete the request on the proper form (See Appendix J) and submit one copy to the Superintendent and one copy to the *Union* President.
6. Activation of the program shall require a majority vote of the committee and the chair shall vote only in the event of a tie vote of the committee.

#### **ARTICLE 46 - EMPLOYMENT OF RETIREES**

- A. Definition of Retiree - A Retiree is an individual who has attained service retirement status with the School Employees Retirement System of Ohio and is otherwise qualified by certification or background for employment in the public school system of Ohio.
- B. Where a Union vacancy exists which the Board may fill by hiring a properly qualified person who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. Article 19 and/or 20 will be implemented prior to hiring any Retiree. Prior employment in the District is not a guarantee of post-retirement employment or of a particular assignment. All statutory procedures will be followed (public hearing, time frame, etc.).
- C. A Retiree shall be granted five (5) years of experience on the classified salary schedule (Appendix F) with the inclusion of his/her position classification. A Retiree shall be credited for another year on the salary schedule for each year employed after the first year hired as a Retiree. This provision expressly supersedes Chapter 3317 of the Ohio Revised Code.
- D. A Retiree shall receive a one-year or two-year limited contract which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a Retiree through offering new one-year or two-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing contract, regardless of years of employment with the Board. An evaluation will be conducted during the school year. The evaluation shall not effect automatic expiration of the limited contract.
- E. A Retiree shall accumulate and may use sick leave in accordance with the provisions of the Negotiated Agreement, but shall not be entitled to severance pay under the provisions of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.
- F. A Retiree shall not accumulate Seniority in the bargaining unit for any purpose under the Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the event of a reduction in force pursuant to the provisions of the Negotiated Agreement.

- G. A Retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This subsection supersedes O.R.C. §3313.53.
- H. A Retiree shall be entitled to all other provisions in this Agreement that are available to bargaining unit members unless otherwise limited by the specific provisions of this Article.
- I. Retire rehire cannot be combined with any other retirement incentive program.

**APPENDIX A**  
**GIBSONBURG VILLAGE SCHOOLS**  
**Classified Grievance Form**

Work Location (Please Print) \_\_\_\_\_

Grievant's Name (Please Print) \_\_\_\_\_

**Informal discussion:**

Date: \_\_\_\_\_

Attended by: \_\_\_\_\_

**Step 1**

**STATEMENT OF GRIEVANCE:**

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

Section of Agreement claimed to have been violated: \_\_\_\_\_

Date, Time and Location of occurrence: \_\_\_\_\_

Relief requested: \_\_\_\_\_

\_\_\_\_\_

Presented to Supervisor: \_\_\_\_\_  
Date Grievant's Signature

Received By Supervisor: \_\_\_\_\_  
Date Supervisor's Signature

Disposition: \_\_\_\_\_

\_\_\_\_\_

Response: \_\_\_\_\_  
Date Supervisor/Principal Signature

\_\_\_\_\_

**Step 2**

**I hereby request that my grievance be forwarded to Step 2**

Date: \_\_\_\_\_ Grievant's Signature \_\_\_\_\_

Received by Superintendent /Designee \_\_\_\_\_  
Date \_\_\_\_\_ Superintendent/Designee Signature \_\_\_\_\_

Disposition: \_\_\_\_\_

\_\_\_\_\_

Response: \_\_\_\_\_  
Date \_\_\_\_\_ Superintendent/Designee Signature \_\_\_\_\_

\_\_\_\_\_

**Step 3**

**I hereby request that my grievance be forwarded to the Board Grievance Committee**

Date: \_\_\_\_\_ Grievant's Signature: \_\_\_\_\_

Received by Union Representative \_\_\_\_\_  
Name

Disposition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Response Date \_\_\_\_\_ Union Representative \_\_\_\_\_

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**Attachments may be included**

INFORMAL MEETING HELD

DATE \_\_\_\_\_

STEP 1 DATE FILED \_\_\_\_\_

RESPONSE DATE \_\_\_\_\_

STEP 2 DATE FILED \_\_\_\_\_

RESPONSE DATE \_\_\_\_\_

STEP 3 DATE FILED \_\_\_\_\_

RESPONSE DATE \_\_\_\_\_

## APPENDIX B



GIBSONBURG EXEMPTED VILLAGE SCHOOLS  
 301 S. Sunset Ave  
 Gibsonburg, OH 43431  
 (419) 637-2479

### REQUEST FOR PERSONAL LEAVE

*Please read next page of form before completing.*

Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Date of Requested Absence: \_\_\_\_\_

- |  |                    |                              |                             |  |
|--|--------------------|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Full Deduction of Salary    | Substitute Needed: | Yes <input type="checkbox"/> | No <input type="checkbox"/> |  |
| <input type="checkbox"/> Without Deduction of Salary | If ½ day:          | AM <input type="checkbox"/>  | PM <input type="checkbox"/> |  |

**Restricted:**

- 1. Funeral of a relative, when absence is not covered under the Sick Leave Article.
- 2. Privatizing of wills of immediate family members, as defined under Sick Leave Article.
- 3. Required court appearances) other than as a defendant if adjudged guilty, except for minor traffic violations.
- 4. Graduation exercises of the bargaining unit member or a member of his/her immediate family, as defined in Sick Leave Article.
- 5. Attending a wedding in the immediate family, as defined in the Sick Leave Article.
- 6. Completion of a real estate transaction involving property owned or leased by bargaining unit member.
- 7. Religious holiday requiring absence from work.
- 8. A serious emergency at home with the documentation form (on back) to be completed upon returned.
- 9. Attending school functions for a bargaining unit member's child, such as but not limited to, kindergarten screenings, field trips and/or other programs scheduled during the school day.
- 10. Accompanying a bargaining unit member's child to college visitations and/or orientations.
- 11. Attending graduate school requirements if scheduled during the teacher work day.

**Unrestricted:**

- 12. Unrestricted

Principal/Supervisor comments: \_\_\_\_\_

Copies to:

Treasurer \_\_\_\_\_  
 Applicant \_\_\_\_\_  
 Prin/Supv \_\_\_\_\_  
 File \_\_\_\_\_

Principal/Supervisor \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Superintendent \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Approved \_\_\_\_\_ Not Approved

Employees of the Gibsonburg Exempted Village School District shall have the right to use personal leave days under the following conditions:

1. Personal leave shall not be taken during the first or last week of the school year for teachers (or the first or last day of the school year for classified staff) and cannot be taken when use of sick leave is appropriate.
2. Requests for personal leave shall be on a standard form supplied by the Board of Education and shall be submitted to the building principal or supervisor at least three (3) days prior to the leave date unless an emergency exists.
3. Personal leave shall not be used in an unprofessional manner so as to project a poor image of the employee or of the schools to the community.
4. Falsification or improper use of personal leave shall result in two (2) days reduction in annual salary. Any second offense involving improper use of personal leave will result in a recommendation being made to the Board for termination.
5. Unrestricted - Only two (2) requests per school year will be permitted under the "Unrestricted" classification.

No more than five percent (5%) of the teaching staff or ten percent (10%) of classified staff shall be granted unrestricted personal leave on any given day.

6. Restricted - Only two (2) restricted days per 2006-07 school year will be permitted. Beginning with the 2007-08 school years, one (1) restricted day will be permitted.

<b>DOCUMENTATION FOR SERIOUS EMERGENCY FORM:</b>	
<i>State Nature of Serious Emergency at Home:</i> _____	
_____	
_____	
Employee Signature _____	Date _____
Superintendent _____	Date _____
Approved _____	Not Approved _____

**APPENDIX C**



**GIBSONBURG EXEMPTED VILLAGE SCHOOL DISTRICT  
REQUEST FOR SICK, PROFESSIONAL, VACATION, & OTHER LEAVE**

**\*\*\*Please complete the PERSONAL LEAVE FORM FOR ABSENCES\*\*\***

1. Social Security No \_\_\_\_\_ 2. NAME: \_\_\_\_\_  
 3. Date(s) of Absence \_\_\_\_\_ 4. Number of Day(s) \_\_\_\_\_ (¼, ½, ¾, 1, etc.)  
 Date(s) of Absence \_\_\_\_\_ Number of Day(s) \_\_\_\_\_ (¼, ½, ¾, 1, etc.)

5. Please mark the appropriate response. Professional Leave, Association Leave and Vacation Leave  
*Require prior approval to the absence. I certify that my absence was due (or will be due) to:*

- A SI - Personal illness, incapacitation due to pregnancy or injury
- B SI - Illness or injury of employee's immediate family...  
 (NAME) \_\_\_\_\_ (RELATIONSHIP) \_\_\_\_\_
- C SI - Exposure to contagious disease
- D SI - Death in employee's immediate family...  
 (NAME) \_\_\_\_\_ (RELATIONSHIP) \_\_\_\_\_

Medical attention was required (ORC 3319.141) (Physicians Name) \_\_\_\_\_  
 (Address) \_\_\_\_\_ (Dates Consulted) \_\_\_\_\_

Medical attention was NOT required

E PR - Professional Leave: Event \_\_\_\_\_  
 Purpose \_\_\_\_\_  
 Location \_\_\_\_\_  
 Estimated expenses: \_\_\_\_\_

(If Applicable) Fund to be charged: \_\_\_\_\_  
*\*\*Attach a requisition for registration fee, if registering through the school district.  
 \*\*Submit any other bills with a travel expense form for reimbursement following event.*

- F JU - Jury Duty (Please use in Jury Duty Pay to Treasurer)       I MI - Military Leave
- G OT - Association Leave, OT - Assault Leave       J OT - Other \_\_\_\_\_
- H VA - Vacation Leave      USED \_\_\_\_\_ REMAINING  K DO - Unpaid Leave (DOCK pay) \_\_\_\_\_

6. Employee Signature \_\_\_\_\_ Date \_\_\_\_\_  
 7. Principal/ Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_  
 8. Superintendent Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (If applicable)

Falsification of a statement is grounds for suspension or termination of employment under sections 3319.081 and 3319.16 of the Ohio Revised Code

\_\_\_\_ Treasurer      \_\_\_\_ Applicant  
 \_\_\_\_ Princ/Supv      \_\_\_\_ File

## APPENDIX D

<b>Gibsonburg Exempted Village Schools</b>
<b>Classified Evaluation</b>

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Supervisor's Name

\_\_\_\_\_  
Classified Position(s)

\_\_\_\_\_  
School Building/Office

Areas Of Review	Expectation Rating			Evaluator's Comments
	Below Expectations	Meets Expectations	Exceeds Expectations	
<b>Personal Attitudes &amp; Characteristics:</b>				
1.) Displays Acceptable Appearance				
2.) Maintains Positive Attitude				
3.) Possesses Effective Communication Skills				
4.) Takes Initiative In Meeting Responsibilities				
<b>Human Relations Skills:</b>				
1.) Flexible & Adapts To Changing Conditions				
2.) Establishes A Positive Working Relationship With Others				
3.) Follows Supervisor's Instructions				
4.) Adheres To School Board Policies & Regulations				

Areas Of Review	Below Expectations	Meets Expectations	Exceeds Expectations	Evaluator's Comments
<b>Job Performance:</b>				
1.) Completes Assigned Responsibilities As Specified In Job Description				
2.) Observes Health/Safety Precautions & Follows Proper Procedures				
3.) Uses Time Wisely				
4.) Willing To Assist Others When Needed				
5.) Does Not Waste Or Damage Materials/Products, Tools/Equipment & Reports Repairs As Needed				
<b>Individual Job Related Qualities:</b>				
1.) Dependable & Maintains Acceptable Attendance Record				
2.) Demonstrates Positive Interest In Work				
3.) Takes Initiatives To Complete Tasks Without Being Directed				
4.) Possesses Good Problem Solving Skills				
<b>Overall Rating:</b>				
<b>Employee's Comments:</b>			<b>Supervisor's Comments:</b>	

\_\_\_\_\_  
\*Employee's Signature / Date

\_\_\_\_\_  
Supervisor's Signature / Date

*\*I have reviewed and discussed this evaluation with my Supervisor.  
My signature does not imply agreement with it, only that I have read and discussed it.*

**APPENDIX E**

**Gibsonburg EVSD Sandusky Cty 045385**

**Classified Salary Schedule**

**2014-15**

1%

Step	Admin Asst 2014-15	Cashier/Cook 2014-15	Teacher Aide 2014-15	Head Custodian 2014-15	Custodian 2014-15	Bus Driver 2014-15
0	13.27	12.01	11.74	15.89	15.39	14.49
1	13.49	12.23	11.96	16.11	15.61	14.72
2	13.72	12.45	12.18	16.33	15.83	14.94
3	13.93	12.68	12.39	16.54	16.05	15.16
4	14.15	12.90	12.61	16.77	16.27	15.38
5	14.37	13.12	12.84	16.99	16.49	15.59
6	14.59	13.33	13.06	17.21	16.72	15.82
7	14.82	13.55	13.28	17.43	16.94	16.04
8	15.04	13.78	13.50	17.65	17.16	16.26
9	15.26	14.00	13.73	17.88	17.37	16.48
10	15.47	14.22	13.95	18.10	17.59	16.71
11	15.70	14.44	14.16	18.31	17.82	16.93
12	15.92	14.67	14.38	18.53	18.04	17.15
13	16.03	14.78	14.49	18.64	18.15	17.25
14	16.14	14.88	14.60	18.76	18.26	17.36
15	16.25	14.99	14.72	18.87	18.37	17.47
16	16.36	15.10	14.83	18.98	18.48	17.58
17	16.47	15.21	14.94	19.09	18.59	17.70
18	16.58	15.32	15.05	19.20	18.71	17.81
19	16.70	15.43	15.16	19.31	18.82	17.92
20	16.81	15.54	15.27	19.42	18.92	18.03
21	16.92	15.66	15.38	19.53	19.03	18.14
22	17.02	15.77	15.49	19.64	19.14	18.25
23	17.13	15.88	15.59	19.75	19.25	18.36
24	17.24	15.99	15.71	19.86	19.36	18.47
25	17.35	16.10	15.82	19.97	19.47	18.58
26	17.46	16.21	15.93	20.08	19.58	18.70
27	17.57	16.32	16.04	20.19	19.70	18.80
28	17.69	16.42	16.15	20.30	19.81	18.90

EFFECTIVE JULY 1, 2014

**GIBSONBURG EVSD SANDUSKY CTY 045385**  
**CLASSIFIED SALARY SCHEDULE**

Step	1%+1%			2014-15		
	Admin. Asst. 2014-15	Cashier/Cook 2014-15	Teacher Aide 2014-15	Head Custodian 2014-15	Custodian 2014-15	Bus Driver 2014-15
0	13.40	12.13	11.85	16.04	15.54	14.64
1	13.63	12.35	12.08	16.27	15.77	14.86
2	13.85	12.58	12.30	16.49	15.98	15.09
3	14.07	12.80	12.52	16.71	16.21	15.31
4	14.29	13.03	12.74	16.93	16.43	15.53
5	14.51	13.25	12.96	17.16	16.66	15.75
6	14.74	13.46	13.19	17.38	16.88	15.97
7	14.96	13.69	13.41	17.61	17.11	16.20
8	15.19	13.91	13.64	17.83	17.33	16.42
9	15.41	14.14	13.86	17.70	17.54	16.65
10	15.63	14.36	14.09	18.28	17.77	16.87
11	15.85	14.59	14.30	18.49	17.99	17.10
12	16.08	14.81	14.52	18.22.	18.22	17.32
13	16.19	14.92	14.64	18.83	18.33	17.42
14	16.30	15.02	14.75	18.94	18.44	17.53
15	16.41	15.14	14.86	19.05	18.55	17.65
16	16.52	15.25	14.97	19.17	18.67	17.76
17	16.64	15.36	15.09	19.28	18.78	17.87
18	16.75	15.47	15.20	19.39	18.89	17.98
19	16.86	15.59	15.31	19.50	19.00	18.09
20	16.97	15.70	15.42	19.61	19.10	18.21
21	17.09	15.81	15.53	19.73	19.22	18.32
22	17.19	15.92	15.65	19.84	19.33	18.43
23	17.30	16.03	15.75	19.94	19.44	18.54
24	17.41	16.15	15.86	20.05	19.55	18.66
25	17.52	16.26	15.97	20.17	19.67	18.77
26	18.07	16.37	16.09	20.28	19.78	18.88
27	18.18	16.48	16.20	20.39	19.89	18.98
28	18.30	16.59	16.31	20.50	20.00	19.08

EFFECTIVE PAY PERIOD 14

APPENDIX F

NON CERTIFICATED EMPLOYEES  
 BIWEEKLY HOUR ADJUSTMENT REPORT  
 (OVERTIME/OFF-TIME)

DATE	DAY	FROM	TO	(HOURS)	OVERTIME HOURS	REASON	ACTIVITY (YOUR DUTY)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

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

Approval \_\_\_\_\_

Social Security Number \_\_\_\_\_

Superintendent \_\_\_\_\_

Treasurer \_\_\_\_\_

**APPENDIX G**

UNDER THE PROVISIONS OF THE MASTER AGREEMENT BETWEEN THE BOARD AND THE UNION, THE GIBSONBURG EXEMPTED VILLAGE BOARD OF EDUCATION AND THE GIBSONBURG OAPSE LOCAL #188 UNION HAVE AGREED TO ESTABLISH A CALAMITY LEAVE ASSISTANCE PROGRAM.

THE PURPOSE OF THIS PROGRAM IS TO ALLOW INDIVIDUAL EMPLOYEES TO DONATE UP TO A MAXIMUM OF FIVE (5) DAYS OF THEIR ACCUMULATED SICK LEAVE TO AN INDIVIDUAL WHO HAS EXPERIENCED A PERSONAL CATASTROPHIC ILLNESS OR INJURY OR TO AN INDIVIDUAL WHOSE FAMILY MEMBER HAS EXPERIENCED A CATASTROPHIC ILLNESS OR INJURY AND BEEN APPROVED BY THE CALAMITY LEAVE ASSISTANCE COMMITTEE.

**GUIDELINES FOR DONATION OF SICK LEAVE**

1. ANYONE MAKING A DONATION MUST HAVE ACCUMULATED AT LEAST FIFTY (50) DAYS OF SICK LEAVE.
2. SICK LEAVE WILL BE DEDUCTED FROM THE CURRENT TOTAL ACCUMULATION OF THE DONOR.
3. DONORS MAY DONATE ANY NUMBER OF DAYS UP TO A TOTAL OF FIVE (5) DAYS TO THIS CALAMITY LEAVE ASSISTANCE PROGRAM.
4. NAMES OF DONORS TO THE CALAMITY LEAVE ASSISTANCE PROGRAM WILL BE KEPT CONFIDENTIAL.
5. UNUSED CALAMITY LEAVE WILL BE RESTORED TO DONORS ON A PRO-RATED BASIS ROUNDED OFF TO THE NEXT LOWEST WHOLE NUMBER AT THE TERMINATION OF DONEE'S USAGE.
6. CALAMITY LEAVE ASSISTANCE PROGRAMS WILL BE ESTABLISHED ONLY TO MEET A SPECIFIC REQUEST.

I HAVE READ THE ABOVE INFORMATION AND AGREE TO DONATE \_\_\_\_\_ DAYS

FOR CALAMITY LEAVE ASSISTANCE TO \_\_\_\_\_

NAME OF EMPLOYEE RECEIVING DONATION  
(NAME MAY BE WITHHELD UPON REQUEST)

I CURRENTLY HAVE A TOTAL OF \_\_\_\_\_ DAYS OF ACCUMULATED SICK LEAVE.

DATE \_\_\_\_\_

\_\_\_\_\_  
NAME OF EMPLOYEE MAKING DONATION

\_\_\_\_\_  
SIGNATURE

THIS FORM SHOULD BE RETURNED TO THE TREASURER, GIBSONBURG EXEMPTED VILLAGE SCHOOLS.

**APPENDIX H**

**REQUEST FOR CALAMITY LEAVE ASSISTANCE**

EMPLOYEE'S NAME \_\_\_\_\_

I AM REQUESTING \_\_\_\_\_ NUMBER OF DAYS FROM THE CALAMITY LEAVE ASSISTANCE PROGRAM.

THE REASON I AM REQUESTING CALAMITY LEAVE IS:

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

1. I UNDERSTAND THAT MY REQUEST WILL BE CONSIDERED AND GRANTED ONLY IF THERE ARE DAYS DONATED BY FELLOW EMPLOYEES TO THIS CALAMITY LEAVE ASSISTANCE PROGRAM.
2. I UNDERSTAND THAT THE NUMBER OF DAYS GRANTED CANNOT EXCEED THE NUMBER OF DAYS THAT HAVE BEEN DONATED.
3. I HAVE READ THE GUIDELINES FOR USE OF CALAMITY LEAVE ASSISTANCE PROGRAM IN THE MASTER AGREEMENT.
4. I UNDERSTAND THAT I AM ONLY ELIGIBLE TO USE THE CALAMITY LEAVE ASSISTANCE PROGRAM DURING MY CURRENT CONTRACT OR CURRENT SCHOOL YEAR.

I HAVE READ ALL OF THE ABOVE STATEMENTS AND AGREE TO ABIDE BY THE CONDITIONS.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF PERSON MAKING REQUEST  
(NAME MAY BE WITHHELD ON DONATION  
REQUEST FORM UPON REQUEST OF PERSON  
MAKING REQUEST FOR CALAMITY LEAVE  
ASSISTANCE. I  DO  DO NOT  
REQUEST THAT MY NAME BE WITHHELD.)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPROVED BY COMMITTEE

ONE COPY OF THIS FORM SHOULD BE RETURNED TO THE SUPERINTENDENT AND ONE COPY SHOULD BE SENT TO THE ASSOCIATION PRESIDENT.

APPENDIX I

GIBSONBURG EXEMPTED VILLAGE SCHOOL DISTRICT  
REQUEST FOR FLOATING HOLIDAY LEAVE

\*\*\*Please use the YELLOW form to complete PERSONAL leave absences OR the BLUE form to complete SICK, PROFESSIONAL, or VACATION leave absences\*\*\*

Per Article 30 of the OAPSE Agreement, all employees are entitled to one (1) floating holiday to be used when school is NOT in session.

1. Social Security No. \_\_\_\_\_ 2. Name \_\_\_\_\_

3. Date of Absence \_\_\_\_\_

4. Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

5. Principal/ Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

6. Superintendent Signature  
(If applicable) \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

___Treasurer ___Principal/Supervisor ___Applicant ___File
---

**Professional Negotiations Agreement**

**Between**

**GIBSONBURG EXEMPTED VILLAGE BOARD OF  
EDUCATION**

**And**

**GIBSONBURG OAPSE LOCAL #188**

The Gibsonburg Exempted Village Board of Education and the Gibsonburg Local #188 agree to the attached Professional Negotiations Agreement.

The agreement shall be in effect from July 1, 2014 through June 30, 2017.

Board of Education

Date

OAPSE # 188

Date

[Signature] 12/17/14

[Signature] 12-10-14

[Signature] 12/19/14

[Signature] 12-10-14