

14-MED-02-0172

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07/03/2014



Collective Bargaining Agreement

Between the

Sandy Valley Local Board of Education

And the

Ohio Association of Public School
Employees, Local #450

July 1, 2014 - June 30, 2017

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DEFINITIONS

- Board - Sandy Valley Board of Education
- Association - OAPSE/OAPSE, LOCAL 450
- Days - Calendar days unless defined otherwise
- Gender - By the use of either "his" or "her" or any derivative thereof, it is understood that said use is not to be interpreted to be discriminatory by reason of sex and that when "his" or "her" or any derivative thereof are used in this Agreement, they are to be interpreted as meaning either his or her or both as appropriate.
- Headings - It is understood and agreed that the use of headings before the various articles or sections is for convenience only, and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.
- Employee - The term employee used throughout this Agreement shall refer to a member of the bargaining unit. The term Board used in this Agreement shall also mean Administration where appropriate.
- Party or parties - The term party or parties used throughout this Agreement shall refer to the Board, and the Association or both where appropriate.
- Employer - This term refers to the Sandy Valley Local School District, the Board, individual Board members, the Treasurer, the Superintendent, and all other administrators.

ARTICLE 1 ----- RECOGNITION

- A. The Board of the Sandy Valley Local Schools recognizes the Ohio Association of Public School Employees, Local #450 as the sole and exclusive bargaining agent for all non-certified employees in the bargaining unit for the terms of this agreement. The bargaining unit shall consist of these non-certified personnel: cooks, other cafeteria workers, building-level secretaries, aides, custodians, lead custodians and bus drivers, but excluding Superintendent and treasurer's office secretaries, supervisors, bus maintenance personnel, EMIS Coordinator, District Technology Assistant and substitutes.

- B. In the event the Board established a new non-supervisory/non confidential classification which is to be included in the bargaining unit, the Board will notify the Union of this new position and of the proposed wage rate. If the union disagrees with the wage rate the Board shall meet with the Union in an attempt to resolve the dispute.

In the event the parties cannot agree on the wage rate, the Board may proceed to post and fill the position at the rate it has established.

ARTICLE 2 ----- BOARD RIGHTS

The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct on behalf of the public all the operations and activities by law, including all of the specific rights identified in Revised Code Section 4117.08 (c) (1) through (9), inclusive. The exercise of these powers, the adoption of such policies, regulations and rules as it may deem necessary, shall be limited only by the terms of this Agreement, as entered in the Board minutes, with the Association.

ARTICLE 3 ----- ASSOCIATION DUES/SERVICE FEE

- A. All employees in the bargaining unit covered by the contract who are members of the union on the effective date of this agreement and all other employees in such bargaining unit who become members of the union, at anytime in the future shall, for the term of this contract, continue to be members of the union. The Board shall not honor dues deduction (check off) revocations from such employees.

- B. All employees hired after the effective date of this Agreement, who fail voluntarily to acquire or maintain membership in the Association, shall be required as a condition of employment, to pay to the Association a fair share fee, which shall not exceed the dues paid by members of the Association who are in the bargaining unit covered by this Agreement.
- C. The Association shall notify the Board of fair share fee amount and of any changes in the amount of dues deduction, and shall concurrently provide to each non-member employee a notice of the amount of the fee, adequate explanation as to how the fee was determined, a statement that the employee may file an objection as to the amount and how to receive a rebate, and an explanation as to the procedure which the employee must follow to challenge the amount of the fee under the Association's internal rebate policy.
- D. Fair share fee shall be deducted through the payroll deduction in the same manner as dues deductions, except that written authorization for fair share fee deduction is not required. Both dues and fair share fees shall be forwarded to the State Association with notices of names, addresses and amounts.
- E. The treasurer of the Board shall deduct from the employees' pay all dues deductions. The Association shall forward to the Treasurer by September 1, each year, the amount to be deducted for that year, if changed from the previous year. Deductions shall be made in equal installments beginning with the second pay in October and continue for seventeen (17) consecutive pays.
- F. The Board Treasurer shall forward to the OAPSE State Treasurer the amount of State Dues/Fees, along with a complete description by name and amount for each employee. A copy of this description shall be forwarded to the Local Treasurer. The Board Treasurer shall forward directly to the Local Treasurer the amount deducted for local dues. This shall be done within ten (10) days following each deduction.
- G. The union agrees that it will indemnify and hold the employer harmless from any claims, actions, demands, suits, damages, awards, fines, and court cost by an employee(s) arising from deductions made by the employer pursuant to this article.

- H. Should OAPSE, Local 450 attain a membership of 83% of all eligible employees in the bargaining unit, the following will become effective:

All members of the bargaining unit who are not members of the Association and its Local #450 shall pay to the Association a fair share fee as a condition of their continued employment with the Sandy Valley Local School District. Such fair share fee shall not exceed dues paid by members of the Association and its Local #450.

- I. AFSCME PEOPLE

The employer agrees to deduct from the wages of any employee who is a member of Local 450 a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee by giving written notice to both the Employer and Local 450 during the designated time period established by the employer. The Employer agrees to remit any deductions made pursuant to this provision promptly to the state office of OAPSE together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 4 ----- NEGOTIATIONS

- A. Procedure

- 1. Inaugurating Steps to Negotiations

- a. Either party may initiate negotiations for a successor Agreement on or before March 1 of the year immediately preceding the expiration of such agreement, or any part thereof, by filing a Notice to Negotiate with the State Employment Relations Board and a copy to the other Party. A mutually convenient meeting date shall be set no later than March 15, unless all parties agree to a later date. All proposals shall be exchanged in writing at the first meeting. No additional issues shall be submitted by either party following the first meeting unless agreed to by both parties.

2. Scope of bargaining shall include wages, hours, or terms, and conditions of employment. The continuation, modification or deletion of an existing provision of this Collective Bargaining Agreement is subject to collective bargaining between the parties.
3. Meetings
 - a. Meetings between the Committee of OAPSE, Local 450 and a committee representing the Board will be scheduled for a mutually satisfactory time (within 15 days after the date of request for a meeting, unless a mutually satisfactory later date is agree upon).
 - (1.) Relevant data and supporting information, proposals and counter-proposals will be presented.
 - (2.) At all negotiations sessions each team shall be composed of no more than six (6) persons each. The Board shall select its team members and the Association shall select its team members.
 - (3.) During the period of consideration interim reports of progress may be made to the Association by its Committee and the Board by its representatives.
 - (4.) While discussions are in progress, any release prepared for news media shall be approved by both groups.
 - (5.) Upon the request of either party, the negotiations meeting shall be recessed to permit requesting party a time to caucus which will not exceed 15 minutes unless both parties agree to a longer period of time.

4. Exchange of Information

The Board and Superintendent agree to furnish OAPSE, Local 450, upon reasonable request, all available information concerning financial resources of the district. In return, OAPSE, Local 450 agrees to provide all information concerning negotiations terms as available from its records or those of its affiliate organizations such as the Ohio Association of Public School Employees.

5. Agreement

- a. As tentative agreement is reached on each proposal, it shall be initialed by the chief spokesperson of each team and dated. It is understood that such tentative agreements are not finally resolved, nor shall they be binding on either party, until such time as the total agreement is reached on the entire agreement. Any item not proposed with definite written changes in the initial proposal of either party shall be initialed at the first negotiation session as tentatively agreed and is subject to the provision above.
- b. When total tentative agreement is reached through negotiations, on all items, the total tentative contract shall, within fourteen (14) calendar days be submitted to the Association for formal approval. Following the ratification by the Association, the Board shall act within fourteen (14) calendar days on the tentative contract. The resulting ratified Agreement shall prevail over any conflicting Board policy.

6. Disagreement

If, after sixty (60) calendar days, or a number of days mutually agreed upon, of the first meeting, tentative agreement on all terms is not reached, both parties may use the services of the Federal Mediation and Conciliation Services (FMS) as follows:

FMS shall be contacted jointly by both parties so that mediation may start as soon as possible. Once started, mediation shall continue until tentative agreement is reached on all unresolved items or the contract and any extensions have expired.

7. The parties agree that the foregoing shall be the mutually agreed to alternative dispute settlement procedure.

ARTICLE 5 ----- GRIEVANCE PROCEDURE

A. Definitions

1. A "Grievance" is an alleged violation, misinterpretation or misapplication of this agreement, or any disciplinary action affecting any bargaining unit member.
2. "Days" in this procedure shall be working (school) days. During the summer recess, "days" shall be weekdays.
3. A "Grievant" shall be defined as an employee, group of employees, or the Union.

B. Rights

1. A Grievant may be accompanied at all steps of the grievance procedure by a representative of the Association or committee.
2. All parties agree that the grievance shall be kept as confidential as is appropriate and shall be processed as expeditiously as possible.
3. If a grievance is not processed within the timeline given, unless extended by mutual agreement, the grievance shall be deemed settled on the basis of the disposition of that step.
4. If the grievance is not initiated within fourteen (14) days after the aggrieved person knew of or should have known of the event or condition upon which it is based, the grievance shall be considered waived.

5. The written grievance and copies of all communications, decisions, or records dealing with a grievance shall be furnished to all parties to a grievance. In addition, no records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants.

C. Procedure

Level 1 - A bargaining unit member with a grievance may initiate this procedure in one of the following ways:

1. He/She may approach the administrator immediately concerned and request a meeting be scheduled to discuss the matter on his/her own behalf.
2. He/She may request that a representative of the Association accompany him/her in a meeting with the administrator, and the Association representative may speak on behalf of the grievant if desired. The administrator shall not initiate any consultation with the grievant prior to the scheduled meeting at which the Association representative is to be present.
3. The above grievance need not be in writing and will remain confidential.

Level 2 - If the grievance is not resolved as a result of this meeting, (Level 1, Informal), it may be pursued further by submitting a completed Grievance Report Form, Level 2, in duplicate, within five (5) days of the informal, Level 1, meeting. Copies of this form shall be submitted by the grievant(s) to the immediate supervisor. Within five (5) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant(s). The immediate supervisor shall write a disposition of the grievance within fifteen (15) days after such meeting by completing Level 2, of the Grievance Report Form and returning a copy to the grievant and the Superintendent.

Level 3 - If the grievant is not satisfied with the disposition of the grievance in Level 2, the grievant shall, within five (5) days of such disposition, complete Grievance Report Form, Level 3 and submit same to the Superintendent or his/her designee, who shall within fifteen (15) days meet with the grievant and write his/her disposition of the grievance by completing his/her

position of Level 3, forwarding a copy to the grievant, the Association and the immediate supervisor.

Level 4 - If the grievant is not satisfied with the disposition of the grievance at Level 3, the grievant shall, within five (5) days of such disposition, complete Grievance Report Form, Level 4 and submit same to the President of the Board or his/her designee. The Board at its option may meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise required by law. Such meeting shall be held within fifteen (15) days of receipt by the President of Level 4 grievance. The disposition of the grievance shall be written by the Board of Education and given to the grievant within 15 days following the meeting. If no meeting is conducted, the disposition will be written and given to the grievant within 15 days of receipt of the Level 4 grievance by the Board President.

Level 5 - If the grievant is not satisfied with the disposition of the grievance at Level 4, OAPSE 450 may request a hearing before an arbitrator by completing Grievance Report Form, Level 5. OAPSE's request for arbitration shall be made within twenty (20) days following the receipt of the disposition of grievance under Level 4. OAPSE's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. Within five (5) days following receipt OAPSE's request for arbitration, the Superintendent or designee and OAPSE's designee shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the voluntary rules of the AAA. A second list of seven (7) names may be requested by either party. The toss of a coin shall determine who strikes first.

Once the arbitrator has been selected, the arbitration process shall be in accordance with the rules and regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this agreement. The arbitrator does not have the power to change any evaluation. The decision of the arbitrator shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the board, the Association and the grievant.

The cost of the arbitrator shall be shared equally by the Board of Education and the Association.

D. Miscellaneous

1. Nothing contained in this procedure shall be construed as limiting the individual rights of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
2. A grievance may be withdrawn at any level without prejudice or record.
3. No reprisals of any kind shall be taken by or against any party of interest or participant in the grievance procedure by reason of such participation.
4. No release of information to the news media shall be given unless mutually agreed upon by both parties.
5. No employee may be represented by any local organization other than OAPSE, Local 450, in any grievance procedure initiated pursuant to this agreement.
6. Forms to be used for the formal levels are available in the Superintendent's office.
7. Release time with pay shall be granted to no more than one bargaining unit member whose presence is required and the local president to attend arbitration hearings when said meetings are required and are conducted during the employees' regularly scheduled hours of employment.

Such release time shall be granted no more than twice in any school year other than for the President.

ARTICLE 6 ----- SENIORITY AND JOB POSTING

Section 1: Types of Seniority

- A. District Seniority is defined as the length of continuous employment as a regular employee with the school district from the last date of hire.
- B. Job Classification Seniority is defined as the length of continuous employment in the job classification.

Section 2: Breaking Ties in Seniority

- A. Job Classification Seniority: When two (2) or more employees have the same job classification seniority the employee with the most District Seniority shall be the most senior.
- B. District Seniority: When two (2) or more employees have the same District Seniority the most senior bargaining unit employee shall be determined by the toss of a coin.
- C. Breaking Seniority: All seniority shall be broken and employment shall be terminated when a bargaining unit member:
 - 1. Quits or retires from the school district
 - 2. Is discharged for just cause.
 - 3. Is non-renewed.
 - 4. Is laid off for a period exceeding two (2) years.
 - 5. Fails to report to work under the time limits specified under recall from layoff. Article 7

Section 3: Job Classifications

Secretaries	Cafeteria Supervisors	Lead Custodian
Aides	Cooks	Custodians
Head Cooks	Other Cafeteria Employees	Bus Drivers

Section 4: Seniority List

Each November the Association will be given a copy of the Seniority List for all bargaining unit members. This list shall show District Seniority and

Job Classification Seniority for each employee in the bargaining unit. This list may be posted by the Association or an employee may review said list and will have until December 1 of the same year to challenge the list. A corrected list will be sent to the Association President as soon as the correction(s) can be made.

Section 5: Job Vacancies Within the Bargaining Unit

- A. When a vacancy exists, whether they be newly created positions, or vacancies created through resignation, retirement or termination of an employee, a Vacancy Notice will be posted as follows:

During the school year - the Vacancy Notice shall be posted within five days after the termination of the preceding employee's assignment. The notice shall be posted both online and in common workplace locations for a period of five (5) work days in all buildings and bus garage.

During student recess times - a notice will be sent or shall be delivered to the Association President, and all employees via district email and a district "all call." .

- B. Employees who wish to bid on a vacancy shall do so in writing within the time period of the posting. Late bids will not be accepted unless there are no qualified bidders who applied within the posted time limits. All timely bids will be reviewed and all timely bidders shall be interviewed for the position.
- C. Employees will be awarded jobs on the basis of qualification, experience in the job classification, ability, and previous record of employment. If two or more employees are considered by the administration to be equal, job classification seniority will be the determining factor. The final decision in the filling of vacancies rests solely with the Superintendent after he/she has reviewed the rationale with the Association President and received any input from him/her.
- D. The Board/and or its designee shall interview applicants from the bargaining unit prior to interviewing outside applicants. If there are no qualified bidders from the bargaining unit the Board may hire from outside the bargaining unit. The final decision will rest with the Superintendent.

- E. Transfers and the assignment of all personnel is the responsibility and at the discretion of the Superintendent.
- F. In the case of a job vacancy within the bargaining unit as described in paragraph A of this section, the Board shall fill the vacancy with a regular employee of the Board within forty-five (45) days following the termination of the preceding employee's assignment.
- G. Should the Board not wish to fill the vacancy as described in paragraph A of this section and wish to reduce staff as described in paragraph 2 of the Reduction in Force Article, the Board shall post its decision not to fill the position within five (5) days following the Board Meeting where such action was taken.

ARTICLE 7 ----- REDUCTION IN FORCE

- A. If the Board determines it to be 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.
- B. 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, for employees who resign, retire, or otherwise vacate a position.
- C. Whenever it becomes necessary to lay off employees by reasons stated above, affected employees shall be laid off according to seniority within the job classification with the least senior employee laid off first.

Seniority is defined in Article 6, Sections 1, 2, and 3.

Ties shall be broken in the same manner as described in Article 6, Section 2.

- D. The following classifications shall be used for the purpose of defining job classification seniority in the event of a Reduction in Force:
 - Secretaries
 - Aides
 - Head Cooks
 - Cafeteria Supervisors

Cooks
Other Cafeteria Employees
Lead Custodian
Custodians
Bus Drivers

E. The Board shall determine in which classification the reduction in force should occur and the number of positions to be reduced. Within a classification employees with limited contracts shall be laid off first and employees with continuing contracts shall be laid off last.

1. Employees laid off may bump into another classification, seniority permitting, using the following procedure:

If the employee laid off from his/her classification, has been previously employed by the Board for not less than one (1) school year in a different classification (without interruption of system seniority) and has greater system seniority than an employee in that other classification, the employee may bump the least senior employee in that other classification. In such case, the bumped employee shall be laid off from the classification.

If bumping within the classification or into another classification places an employee in a position with less hours than the original position, the employee may bump, seniority permitting, the least senior employee in a position in the classification.

2. If an employee cannot bump anyone in his classification, he may exercise his district seniority to bump the least senior employee in an equal or lower paying classification providing:

(a.) The employee formerly held this position for at least one year (without interruption of district seniority) as a regular employee in the school district, and he/she is determined by the administration to be fully qualified.

(b.) The employee has more district unit seniority than the least senior employee in the lower rated classification.

3. An employee so bumped shall have the displacement rights spelled out in this Article.

Time spent on a layoff caused by reduction in force will not disrupt the continuous service for purposes of computing seniority. Time spent on layoff caused by reduction in force does not count as "years of experience" for salary schedule purposes.

- F. Each employee to be laid off shall be given fourteen (14) days written notice of the layoff. The notice shall include:
 1. Reason for the layoff
 2. The effective date of the layoff
- G. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and name all employees. All employees employed under a limited contract shall be placed on the reinstatement list in the reverse order of layoff. The names of all employees employed under a continuing contract shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the limited contract list.
- H. Vacancies which occur in the classification of layoff shall be offered to the employee standing highest on the layoff list before the next person on the list may be considered. Employees shall have three calendar days to reply to the offer. If they fail to respond or decline the offer, they shall be removed from the reinstatement list and thus sever employment with the Board.
- I. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail. It is the employee's responsibility to keep his/her current address on file with the Superintendent.
- J. Employees who have not been laid off, but who have had positions abolished, will be given the opportunity to bump on the remaining positions within their classification following a reduction of personnel. Any employee who is bumped from

his/her position will also have bumping rights within the job classification according to seniority.

- K. The Board will not abolish a position(s) in order to be able to hire outside contractors.
- L. Should the Board find it necessary to reduce the number of hours of employment in a position, and should this reduction of hours cause the employee(s) to become ineligible for insurance benefits, the eligibility requirement for insurance shall be waived.

ARTICLE 8 ----- BUS DRIVERS

Section 1 --- Seniority List Posting

Seniority lists of drivers will be kept up to date by the transportation administrator and shall be posted at the bus garage.

Section 2 --- Switching Routes

In the event a substitute is called to drive a route, that person will drive the absent driver's route, unless both parties agree to switch temporarily and this is confirmed by the transportation administrator.

Section 3 --- Preschool Runs

Two (2) hours shall be the minimum pay for all Preschool drivers per day.

Section 4 --- Regular Runs

The Board of Education agrees to establish a seniority list for drivers. All current regular drivers shall have the right to retain a bus run year after year, once it is assigned, unless there is a required change due to a population shift, district or school area realignment. All bus runs which become open shall be filled by using the regular posting rules for positions. The routes shall be awarded on the basis of seniority. Only one bid change per driver per year will be permitted. However, the exception is a first year driver who must keep his/her originally assigned route for that school year and is not permitted to change routes.

Changes in assignments may be made by the administration. Final decision to the above will rest with the Board of Education.

By the end of the first full week in October, all regularly scheduled bus routes shall be posted in the bus garage. The posted bus route shall indicate the bus number, the roads to be traveled, the approximate number of students, length in miles and the time allocated for that route. List of student data including medical problems shall be given to each driver.

On days that Saint James has school and Sandy Valley does not have school it shall be considered a regular 4 ½ hour run for the bus driver.

Section 5 --- Break in Seniority

If a contract employee should resign and return to his job, he or she shall not be given that previous seniority.

Section 6 --- Canceled Trips

Any driver reporting for a scheduled trip shall be paid for a minimum of two (2) hours at his/her regular hourly rate of pay provided the trip has not been canceled ninety (90) minutes prior to the scheduled departure time. It is the responsibility of the driver to contact the school to confirm the trip ninety (90) minutes prior to the departure time. Any driver making an overnight trip shall be paid his hourly rate from the time of departure until such time his/her group reaches their overnight accommodations. The driver's hourly rate shall begin again when said group is transported to the scheduled destination.

Section 7 --- Extra Curricular/Field/Athletic Trips

All regular Bus Drivers shall be offered all extra curricular/field/athletic trips. Whenever an extra trip of four (4) hours or more conflicts with all regular routes, regular drivers shall be given the opportunity to drive the extra trip with the understanding that they will be deducted for the time they miss on their regular route.

There shall be one (1) roster of drivers beginning each school year. Trips shall be offered on a seniority rotation basis to all regular drivers on the roster before substitute drivers are called. Field trip application forms will be numbered consecutively by the

Superintendent and will be assigned in numerical order using the rotating seniority roster.

All scheduled trips for the following week will be posted by the previous Thursday morning. Drivers who do not respond by the conclusion of the Friday work day shall be considered to have declined the trip and be rotated to the bottom of the roster.

Drivers who wish to be on the roster shall inform the transportation administrator before September 1 of the school year. New drivers shall notify the transportation administrator upon notification of employment to be put on the roster.

For extra trips, drivers shall be paid their regular hourly rate with a two hour minimum. The Settlement Agreement executed December 1, 1999 regarding "blended" rate for overtime calculations is terminated.

Drivers and the bus on extra trips must remain at the event or activity, unless given permission to leave and return by the Superintendent.

The drivers shall be contacted at least twenty-four (24) hours prior to the scheduled date of an extra trip except in an emergency. If a driver is not contacted at least twenty-four (24) hours prior to the scheduled date of the extra trip, he/she shall have the right to refuse without going to the bottom of the call roster.

If a trip is canceled and rescheduled, the driver scheduled to take the original trip shall have the rescheduled trip or the next available trip, the choice being the driver's.

Drivers who have accepted a trip and cancel less than twenty-four (24) hours prior to the scheduled departure time shall be removed from the trip roster for the remainder of the school year after the third (3rd) such occurrence.

In the event of an emergency (cancellation, rain out, etc.) and an honest effort has been made to contact the next three available drivers on the roster, the transportation administrator may then assign any regular or substitute driver that is available, to the rescheduled trip, again without any driver going to the bottom of the call roster.

No driver will be considered officially assigned until such list is posted and initialed by the driver. Any question of fairness of

assignments should be brought to the attention of the transportation administrator at the time of posting. If agreement cannot be reached as to the assigned schedule, the matter shall be turned over to the Superintendent for final resolution.

Each year all regular drivers shall be updated on the procedures. New drivers shall be informed of all procedures and given a copy of the driver's handbook of which the driver will sign in acknowledgement of receipt.

Re-certification – Each driver will be paid up to four (4) hours per year for re-certification training as directed by the Superintendent.

Section 8 --- Video Cameras on Buses

The transportation administrator shall be responsible for cameras and the maintenance of the video.

The video cameras are not intended to be used to monitor and/or evaluate the job performance of drivers or aides.

Section 9 --- ROAD-E-O

The board shall pay for registration fees and expenses when drivers compete in the ROAD-E-O events. The Board will pay each driver 4.5 hours pay for obtaining a passing recertification grade at the ROAD-E-O.

ARTICLE 9 ----- UNIFORM ALLOWANCE

All regular cafeteria and custodial employees shall receive a uniform allowance of \$235. Allowances shall be paid not later than the second pay in October of each year. The Board will provide one (1) set of winter insulated coveralls to personnel as needed.

ARTICLE 10 ----- HOLIDAYS

The following are considered paid holidays or days paid for when not on the job:

January 1	New Year's Day
January	Martin Luther King Day
February	President's Day

Easter Holiday	Good Friday
May	Memorial Day
* July 4	Independence Day
September	Labor Day
November	Thanksgiving Day
* November	Day after Thanksgiving **
* December 24	Christmas Eve Day
December 25	Christmas Day
* December 31	New Year's Eve Day

(*12 month employees only)

(** Subs may be employed for the Friday after Thanksgiving)

If any paid holiday falls on Saturday or Sunday, there shall be a paid day off on Friday preceding or Monday following the official date. Any employee who agrees to work on a holiday shall be paid at the regular rate of the employee's base rate for all hours worked in addition to payment for the holiday.

ARTICLE 11 ----- LEAVES

A. Personal Leave

1. All employees in the Sandy Valley Local School District will be granted a maximum of three (3) days personal leave.

Beginning in the 2014-2015 school year and for each year thereafter, all employees in the Sandy Valley Local School District will be granted a maximum of three (3) days personal leave. These three days of personal leave shall consist of three (3) unrestricted days.

Personal leave may be granted for confidential personal matters.

2. Falsification or misrepresentation of the request may be grounds for termination of employment.
3. Personal leave cannot be included as part of vacation, and will not be granted for the work day, according to the adopted calendar, prior to or following a holiday. Such leave shall require at least one school day of written advance notice, on a form provided by the

Superintendent's office, unless it is of an emergency nature.

4. Additional days to those provided above may be approved by the Superintendent on a case-by-case basis at his/her sole discretion.

B. Leave of Absence for Jury Duty or Military Training

1. Ohio Revised Code Section 3313.211 and 3319.085 shall apply.
2. The Board of Education shall pay the difference of the employee's regular pay and that received for service as a juror for all time lost from work.

C. Pregnancy and Maternity Leave

Pregnancy and maternity leaves shall be made consistent with applicable federal and state statutes.

D. Professional Leave

1. Employees may apply for professional leave, which may be granted at the discretion of the Superintendent.
2. Attendance at the State OAPSE convention shall be considered appropriate professional leave, and the president and each certified delegate to the conference from the Local Chapter shall be permitted time off with pay to attend the conference. A total of 6 days may be used for this purpose.
3. If a member of OAPSE Local 450 is elected to an OAPSE District office, that person shall be granted up to five (5) days unpaid leave per year, to conduct official Union business, in addition to leave granted elsewhere in this Agreement.

E. Special Permission for Absence

1. Unusual circumstances may require a classified employee to be absent for reasons not foreseen in any of the above reasons; therefore, the Superintendent

shall have the discretionary authority to grant permission for other justifiable reasons.

2. If a formal leave of absence request is deemed necessary, such request will be submitted in writing to the Superintendent who will justify presentation to the Board of Education for formal approval.

F. Rights While on Leave

Any member of the bargaining unit on any leave of absence shall be entitled to request and receive the right to continue to be covered by insurance, providing the employee pays to the Treasurer of the Board, in advance, each month the full amount of the monthly group plan premium of such coverage.

G. Sick Leave

1. Days of absence authorized under this provision shall be deducted from sick leave accumulation. One and one-fourth days of sick leave shall be granted full-time employees each completed month of employment up to 15 days per year. Unused sick leave is cumulative to three hundred ten (310) days.
2. Should an employee have absences due to illness of more than the total accumulated sick leave such employee shall be granted an advancement of sick leave to a maximum of five (5) days, if requested. If the employee should resign, be placed on leave of absence, or become deceased before this advancement of sick leave has been earned back, such unearned sick leave shall be deducted from final adjusted pay.
3. Previously accumulated sick leave of an employee who has been separated from another Ohio public agency as provided in O.R.C., Section 3319.141 shall be accepted at full value up to one hundred and ninety (190) work days provided none of such accumulated sick leave has been converted to pay upon retirement as provided by Section 124.39 of O.R.C.
4. Standard reasons acceptable for sick leave are:
 - a. Personal illness

- b. Injury
 - c. Absence due to illness, injury, or death in the employee's immediate family.
 - d. Exposure to contagious disease which could be communicated to others.
 - e. Pregnancy
5. For purpose of absence due to illness, injury or death in the employee's immediate family, immediate family shall be defined to include bona fide members of the employee's household and/or spouse, parent, child, brother, sister, mother or father-in-law, step children, step parents, foster children, foster parents and grandparents shall also be considered immediate family for this purpose. Household shall be defined as those people residing under the same roof. Additionally, the death of an aunt and/or uncle will apply to sick leave. Illness, injury or death of a relative not included in the above may be considered by the Superintendent and leave chargeable to sick leave will be authorized for not more than two days if the situation appears to warrant such leave. The Superintendent may in his/her sole discretion, grant sick leave for family members other than those listed.
6. Sick leave notification form must be completed for any day or part of day used. The form must include a signed statement justifying usage of sick leave for one of the reasons stated above.

H. Assault Leave - Paid

If any member of the bargaining unit is physically assaulted while performing his/her assignments or duties which are authorized or ordered by the Superintendent or his/her designee, the Board shall grant leave of absence for the period of recovery so designated by the employee's physician. The leave shall be granted with full pay and benefits accruing and usable and shall not be charged to sick leave or any other leave. Such leave shall be for a maximum of thirty (30) days unless an extension is mutually agreed to by the employee and the Board.

I. Family Medical Leave

1. If an employee takes a leave granted under this article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA.
2. Upon approval of the Superintendent and Association President, this section may be modified as necessary to comply with federal law and rules and regulations.
3. The Board shall provide a copy of the policy on FMLA in the library of each building.
4. The employee must substitute other paid leave, for part or, if available, all of the FMLA leave.

J. Public Service Leave

If any employee is a member of a public service organization (fire department or emergency squad) and is needed during an emergency which requires the employee to miss work, he/she may be granted a public service leave not to exceed 1 day per school year.

ARTICLE 12 ----- SEVERANCE PAY

- A. An employee with ten (10) or more years of service with the state of Ohio, any political subdivision thereof, or any combination thereof, may elect, after he/she has applied for and been accepted by the SERS of Ohio, to be paid in cash for twenty-eight percent (28%) the value of his/her accrued but unused sick leave credit, but the aggregate value of the accrued but unused sick leave credit that is paid shall not exceed the value of eighty-six 86 days.
- B. The payment under division (A) above shall be based on the employee's rate of pay at the time of retirement and shall eliminate all sick leave credit accrued but unused by the employee at the time payment is made.
- C. To be eligible for payment under division (A) above, the employee must have been accepted for retirement by the Public

School Employees Retirement System of Ohio within 120 days of the last day of employment with the Board.

- D. Each classified employee who has been employed by the Sandy Valley Board of Education for a minimum of 10 years, and who is first time eligible based on SERS and actually retires during the year or at the end of the year when first eligible, shall receive the following benefits:

A five thousand (\$5,000) cash payment the first pay date in January following retirement. First time eligibility verification must be provided by the employee from SERS.

First time eligible shall be defined as eligible at the age of sixty (60) with ten (10) years; or at age fifty-five (55) with twenty-five (25) years; or any age with thirty (30) years.

If an employee dies prior to full payment of the incentive being made, his/her beneficiary/estate shall receive the payment.

ARTICLE 13 ----- PREMIUM PAY

Any employee who is in pay status for either eight (8) hours in any one day, or forty (40) hours in any one week shall receive his/her pay at time and one-half (1 1/2) for all hours worked over eight (8) or forty (40), from Monday through Sunday.

All hours worked on Sunday shall be paid at double time the employee's base rate, when such work is necessitated by the use of Board owned buildings by outside groups.

Cafeteria employees who perform cafeteria duties outside their regular working day shall be paid at a rate of one and one-half (1 1/2) times their regular hourly rate for all hours worked.

WORK WEEK

The normal workweek shall consist of five (5) consecutive days, Monday through Friday. This article shall not restrict the extension of the regular work day or week on an overtime basis as determined by the Board, when such is necessary to carry on the business of the school district. This article does not include extra curricular or field trips by bus drivers on a Saturday, Sunday or holiday.

CALAMITY DAYS

When the Superintendent declares a calamity day, employees may be required to report to work to maintain the operation of the schools. Employees who are required to work on a calamity day shall be paid at the rate of one and one half (1 1/2) times the time worked, plus pay for the declared calamity day. Employees who are required to work shall make a reasonable effort to report and shall immediately notify their supervisor if they are unable to do so.

This article does not include after school events which were previously scheduled and not canceled or postponed.

Any days beyond five (5) calamity days must be worked to fulfill your contracted year.

Employees shall be paid their regular hourly rate for all online training if it cannot be completed during their regular work time.

MEETINGS

Employees required to attend a meeting other than during their regular work hours will be compensated for their actual number of hours or one (1) hour, whichever is greater, at their regular rate of pay.

If bus drivers are only scheduled to attend one (1) of the two- (2) inservice days, they may be asked to attend up to three meetings, the total time of which may not exceed four and one-half (4 1/2) hours called by the Transportation Administrator. If meetings are called by the Transportation Administrator, employees must be given five (5) work days notice of the meeting.

This article does not include meetings outside the district, or those meetings required for certification or licensing.

ARTICLE 14 ----- TRAVEL ALLOWANCE

Any employee who travels on any prior approved trip outside the district on official school business will be reimbursed mileage at the IRS rate in effect on July 1 of each year. Such payment shall also apply for those employees who must travel from building to building as part of their assignment either regularly or as a special assignment.

ARTICLE 15 ----- VACATION SCHEDULE

All employees employed on a full-time basis (12 months) shall be entitled to vacation at the following rate:

0 through 1 year of service	pro-rated based on 2 weeks, beginning with the new fiscal year
1 through 7 years service	2 weeks
8 through 15 years	3 weeks
over 15 years service	4 weeks

Vacation days cannot be used until earned.

Vacation must be requested in writing and approved by the employee’s supervisor at least two weeks in advance of the vacation. The Superintendent may waive this requirement.

ARTICLE 16 ----- RESIDENCY

Children of employees who live outside the school district shall be permitted to attend Sandy Valley Schools without any tuition fees being charged.

ARTICLE 17 ----- INSURANCE

In order to be eligible for insurance, an employee must be contracted for at least 20 hours per week.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

Medical

- A. Beginning with the 2014-2015 school year, the Board will pay 88% of the premium and the employee will pay 12% for full-time employees who are contracted to work a regular schedule of thirty (30) hours or more per week.

Beginning with the 2015-2016 school year, the Board will pay 87% of the premium and the employee will pay 13% for full-time employees who are contracted to work a regular schedule of thirty (30) hours or more per week.

Beginning with the 2016-2017 school year, the Board will pay 85% of the premium and the employee will pay 15% for full-time employees who are contracted to work a regular schedule of thirty (30) hours or more per week

The Board will pay 50% of the premium and the employee will pay 50% for employees contracted to work a regular schedule of twenty (20) hours, but less than thirty (30) hours per week.

- B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, and life insurance through the COG. The coverage shall be the standardized COG specifications

The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

- C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who

has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be consistent with those adopted by the COG.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be consistent with those adopted by the COG.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care - \$1,000

F. Diabetic Management Program - will be part of all PPO programs

G. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with SERS

providing the participant pays 100% of the Board cost one (1) month in advance.

H. Specifications - PPO

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid. Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative - Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy - shall be covered under the terms contained in the benefit booklet

Dependent Coverage - Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification - Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity

admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$70,000 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

Beginning with the 2014-2015 school year, the Board shall provide dental coverage and pay 95% of the premium and the employee will pay 5%.

Beginning with the 2015-2016 school year, the Board shall provide dental coverage and pay 90% of the premium and the employee will pay 10%.

Beginning with the 2016-2017 school year, the Board shall provide dental coverage and pay 85% of the premium and the employee will pay 15%.

Plan description (summary only):

1) Maximum benefits/covered person:

Class I, II or III \$2,500/person per year.

2) Deductible-Ind. \$25 per year

3) Deductible-Family \$75 per year

ARTICLE 21 ----- CONSISTENCY WITH LAW

If any provision of an agreement between the Board and OAPSE shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Both parties acknowledge they will abide by items, terms, and procedures in conducting negotiations when applicable.

ARTICLE 22 ----- SALARY / TRAINING REIMBURSEMENT

SALARY SCHEDULE

- A. Effective July 1, 2014 the salary schedules shall increase by 1.5%.
- B. Effective July 1, 2015 the salary schedules shall increase by 1.75%.
- C. Effective July 1, 2016 the salary schedules shall increase by 1.75%.
- D. After fifteen (15) days, a bargaining unit member who “subs” in another classification shall receive pay at the higher classification rate appropriate to the employee’s experience step for all hours worked in that position. A bargaining unit member who “subs” in a lower classification shall maintain his/her regular rate of pay for all hours worked in that position.
- E. Any bargaining unit member who is selected for another job classification shall be placed on the new job classification salary schedule at the same step as that which they held in their previous classification. This provision shall not apply to employees who are employed in two job classifications at the same time.

TRAINING REIMBURSEMENT

If approved by the superintendent, the board may pay for all or a portion of workshops, training programs or college credit courses for members of the bargaining unit.

CAFETERIA (2014-2015) – 1.5%

EXP.	INDEX	CAFETERIA SUPERVISOR		HEAD COOK	
		190 DAYS 8 HR/DAY	HOURLY RATE	190 DAYS 6.5 HR/DAY	HOURLY RATE
0	1.000	\$17,915	\$11.79	\$13,408	\$10.86
1	1.050	\$18,811	12.38	\$14,078	11.40
2	1.070	\$19,169	12.61	\$14,347	11.62
3	1.090	\$19,527	12.85	\$14,615	11.83
4	1.110	\$19,886	13.08	\$14,883	12.05
5	1.130	\$20,244	13.32	\$15,151	12.27
6	1.140	\$20,423	13.44	\$15,285	12.38
7	1.150	\$20,602	13.55	\$15,419	12.49
8	1.170	\$20,961	13.79	\$15,687	12.70
12	1.190	\$21,319	14.03	\$15,956	12.92
15	1.220	\$21,856	14.38	\$16,358	13.25
20	1.250	\$22,394	14.73	\$16,760	13.57
25	1.280	\$22,931	15.09	\$17,162	13.90

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

CAFETERIA (2014-2015) – 1.5%

EXP.	INDEX	H.S.		ELEMENTARY	
		COOK		COOK	
		190 DAYS 6 HR/DAY	HOURLY RATE	190 DAYS 6 HR/DAY	HOURLY RATE
0	1.000	\$11,504	\$10.09	\$11,060	\$9.70
1	1.050	\$12,079	\$10.60	\$11,613	10.19
2	1.070	\$12,309	\$10.80	\$11,834	10.38
3	1.090	\$12,539	\$11.00	\$12,055	10.57
4	1.110	\$12,769	\$11.20	\$12,277	10.77
5	1.130	\$13,000	\$11.40	\$12,498	10.96
6	1.140	\$13,115	\$11.50	\$12,608	11.06
7	1.150	\$13,230	\$11.60	\$12,719	11.16
8	1.170	\$13,460	\$11.81	\$12,940	11.35
12	1.190	\$13,690	\$12.01	\$13,161	11.55
15	1.220	\$14,035	\$12.31	\$13,493	11.84
20	1.250	\$14,380	\$12.61	\$13,825	12.13
25	1.280	\$14,725	\$12.92	\$14,157	12.42

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

CAFETERIA (2014-2015) – 1.5%

		OTHER CAFETERIA	
		190 DAYS	HOURLY
EXP.	INDEX	6 HR/DAY	RATE
0	1.000	\$11,504	\$10.09
1	1.050	\$12,079	\$10.60
2	1.070	\$12,309	\$10.80
3	1.090	\$12,539	\$11.00
4	1.110	\$12,769	\$11.20
5	1.130	\$13,000	\$11.40
6	1.140	\$13,115	\$11.50
7	1.150	\$13,230	\$11.60
8	1.170	\$13,460	\$11.81
12	1.190	\$13,690	\$12.01
15	1.220	\$14,035	\$12.31
20	1.250	\$14,380	\$12.61
25	1.280	\$14,725	\$12.92

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

SECRETARIES (2014-2015) – 1.5%

EXP.	INDEX	12 MONTH		9.5 MONTH	
		260 DAYS 8 HR/DAY	HOURLY RATE	203 DAYS 8 HR/DAY	HOURLY RATE
0	1.000	\$20,409	\$9.81	\$15,980	\$9.84
1	1.050	\$21,429	10.30	\$16,779	10.33
2	1.075	\$21,940	10.55	\$17,179	10.58
3	1.100	\$22,450	10.79	\$17,578	10.82
4	1.125	\$22,960	11.04	\$17,978	11.07
5	1.150	\$23,470	11.28	\$18,377	11.32
6	1.175	\$23,981	11.53	\$18,777	11.56
7	1.200	\$24,491	11.77	\$19,176	11.81
8	1.225	\$25,001	12.02	\$19,576	12.05
12	1.250	\$25,511	12.27	\$19,975	12.30
15	1.275	\$26,021	12.51	\$20,375	12.55
20	1.310	\$26,736	12.85	\$20,934	12.89
25	1.345	\$27,450	13.20	\$21,493	13.23

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

SECRETARIES (2014-2015) – 1.5%

EXP.	INDEX	11 MONTH	
		233 DAYS 8 HR/DAY	HOURLY RATE
0	1.000	\$18,308	\$9.82
1	1.050	\$19,223	10.31
2	1.075	\$19,681	10.56
3	1.100	\$20,139	10.80
4	1.125	\$20,597	11.05
5	1.150	\$21,054	11.30
6	1.175	\$21,512	11.54
7	1.200	\$21,970	11.79
8	1.225	\$22,427	12.03
12	1.250	\$22,885	12.28
15	1.275	\$23,343	12.52
20	1.310	\$23,983	12.87
25	1.345	\$24,624	13.21

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

AIDES (2014-2015) – 1.5%

188 DAYS			
		HOURLY	188 DAYS
EXP.	INDEX	RATE	8 HR/DAY
0	1.000	\$10.07	\$15,145
1	1.050	\$10.57	\$15,903
2	1.065	\$10.72	\$16,130
3	1.070	\$10.77	\$16,205
4	1.073	\$10.81	\$16,251
5	1.075	\$10.83	\$16,281
6	1.078	\$10.86	\$16,327
7	1.080	\$10.88	\$16,357
8	1.095	\$11.03	\$16,584
12	1.110	\$11.18	\$16,811
15	1.140	\$11.48	\$17,266
20	1.170	\$11.78	\$17,720
25	1.200	\$12.08	\$18,174

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

BUS DRIVERS (2014-2015) – 1.5%

EXP.	INDEX	188 DAYS 4.5 HR/DAY	HOURLY RATE	DAILY RATE
0	1.000	\$10,349	\$12.23	\$55.05
1	1.060	\$10,970	\$12.97	\$58.35
2	1.120	\$11,591	\$13.70	\$61.66
3	1.140	\$11,798	\$13.95	\$62.76
4	1.150	\$11,902	\$14.07	\$63.31
5	1.160	\$12,005	\$14.19	\$63.86
6	1.167	\$12,078	\$14.28	\$64.24
7	1.174	\$12,150	\$14.36	\$64.63
8	1.180	\$12,212	\$14.44	\$64.96
12	1.240	\$12,833	\$15.17	\$68.26
15	1.300	\$13,454	\$15.90	\$71.57
20	1.360	\$14,075	\$16.64	\$74.87
25	1.420	\$14,696	\$17.37	\$78.17

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

CUSTODIANS (2014-2015) – 1.5%

EXP.	INDEX	LEAD			
		REGULAR		CUSTODIAN	
		260 DAYS 8 HR/DAY	HOURLY RATE	260 DAYS 8 HR/DAY	HOURLY RATE
0	1.000	\$25,470	\$12.25	\$27,908	\$13.42
1	1.050	\$26,744	12.86	\$29,303	14.09
2	1.075	\$27,380	13.16	\$30,001	14.42
3	1.100	\$28,017	13.47	\$30,699	14.76
4	1.125	\$28,654	13.78	\$31,397	15.09
5	1.150	\$29,291	14.08	\$32,094	15.43
6	1.175	\$29,927	14.39	\$32,792	15.77
7	1.200	\$30,564	14.69	\$33,490	16.10
8	1.225	\$31,201	15.00	\$34,187	16.44
12	1.250	\$31,838	15.31	\$34,885	16.77
15	1.275	\$32,474	15.61	\$35,583	17.11
20	1.310	\$33,366	16.04	\$36,559	17.58
25	1.345	\$34,257	16.47	\$37,536	18.05

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

CAFETERIA (2015-2016) – 1.75%

EXP.	INDEX	CAFETERIA SUPERVISOR		HEAD COOK	
		190 DAYS 8 HR/DAY	HOURLY RATE	190 DAYS 6.5 HR/DAY	HOURLY RATE
0	1.000	\$18,228	\$11.99	\$13,643	\$11.05
1	1.050	\$19,139	12.59	\$14,325	11.60
2	1.070	\$19,504	12.83	\$14,598	11.82
3	1.090	\$19,869	13.07	\$14,871	12.04
4	1.110	\$20,233	13.31	\$15,144	12.26
5	1.130	\$20,598	13.55	\$15,417	12.48
6	1.140	\$20,780	13.67	\$15,553	12.59
7	1.150	\$20,962	13.79	\$15,689	12.70
8	1.170	\$21,327	14.03	\$15,962	12.92
12	1.190	\$21,691	14.27	\$16,235	13.15
15	1.220	\$22,238	14.63	\$16,644	13.48
20	1.250	\$22,785	14.99	\$17,054	13.81
25	1.280	\$23,332	15.35	\$17,463	14.14

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

CAFETERIA (2015-2016) – 1.75%

EXP.	INDEX	H.S. COOK		ELEMENTARY COOK	
		190 DAYS 6 HR/DAY	HOURLY RATE	190 DAYS 6 HR/DAY	HOURLY RATE
0	1.000	\$11,705	\$10.27	\$11,254	\$9.87
1	1.050	\$12,290	\$10.78	\$11,817	10.37
2	1.070	\$12,524	\$10.99	\$12,042	10.56
3	1.090	\$12,758	\$11.19	\$12,267	10.76
4	1.110	\$12,993	\$11.40	\$12,492	10.96
5	1.130	\$13,227	\$11.60	\$12,717	11.16
6	1.140	\$13,344	\$11.71	\$12,830	11.25
7	1.150	\$13,461	\$11.81	\$12,942	11.35
8	1.170	\$13,695	\$12.01	\$13,167	11.55
12	1.190	\$13,929	\$12.22	\$13,392	11.75
15	1.220	\$14,280	\$12.53	\$13,730	12.04
20	1.250	\$14,631	\$12.83	\$14,068	12.34
25	1.280	\$14,982	\$13.14	\$14,405	12.64

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

CAFETERIA (2015-2016) – 1.75%

		OTHER CAFETERIA	
		190 DAYS	HOURLY
EXP.	INDEX	6 HR/DAY	RATE
0	1.000	\$11,705	\$10.27
1	1.050	\$12,290	\$10.78
2	1.070	\$12,524	\$10.99
3	1.090	\$12,758	\$11.19
4	1.110	\$12,993	\$11.40
5	1.130	\$13,227	\$11.60
6	1.140	\$13,344	\$11.71
7	1.150	\$13,461	\$11.81
8	1.170	\$13,695	\$12.01
12	1.190	\$13,929	\$12.22
15	1.220	\$14,280	\$12.53
20	1.250	\$14,631	\$12.83
25	1.280	\$14,982	\$13.14

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

SECRETARIES (2015-2016) – 1.75%

EXP.	INDEX	12 MONTH		9.5 MONTH	
		260 DAYS 8 HR/DAY	HOURLY RATE	203 DAYS 8 HR/DAY	HOURLY RATE
0	1.000	\$20,766	\$9.98	\$16,260	\$10.01
1	1.050	\$21,804	10.48	\$17,073	10.51
2	1.075	\$22,323	10.73	\$17,480	10.76
3	1.100	\$22,843	10.98	\$17,886	11.01
4	1.125	\$23,362	11.23	\$18,293	11.26
5	1.150	\$23,881	11.48	\$18,699	11.51
6	1.175	\$24,400	11.73	\$19,106	11.76
7	1.200	\$24,919	11.98	\$19,512	12.01
8	1.225	\$25,438	12.23	\$19,919	12.27
12	1.250	\$25,958	12.48	\$20,325	12.52
15	1.275	\$26,477	12.73	\$20,732	12.77
20	1.310	\$27,203	13.08	\$21,301	13.12
25	1.345	\$27,930	13.43	\$21,870	13.47

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

SECRETARIES (2015-2016) – 1.75%

EXP.	INDEX	11 MONTH	
		233 DAYS 8 HR/DAY	HOURLY RATE
0	1.000	\$18,628	\$9.99
1	1.050	\$19,559	10.49
2	1.075	\$20,025	10.74
3	1.100	\$20,491	10.99
4	1.125	\$20,957	11.24
5	1.150	\$21,422	11.49
6	1.175	\$21,888	11.74
7	1.200	\$22,354	11.99
8	1.225	\$22,819	12.24
12	1.250	\$23,285	12.49
15	1.275	\$23,751	12.74
20	1.310	\$24,403	13.09
25	1.345	\$25,055	13.44

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

AIDES (2015-2016) – 1.75%

188 DAYS			
		HOURLY	188 DAYS
EXP.	INDEX	RATE	8 HR/DAY
0	1.000	\$10.25	\$15,416
1	1.050	\$10.76	\$16,187
2	1.065	\$10.92	\$16,418
3	1.070	\$10.97	\$16,495
4	1.073	\$11.00	\$16,541
5	1.075	\$11.02	\$16,572
6	1.078	\$11.05	\$16,618
7	1.080	\$11.07	\$16,649
8	1.095	\$11.22	\$16,881
12	1.110	\$11.38	\$17,112
15	1.140	\$11.69	\$17,574
20	1.170	\$11.99	\$18,037
25	1.200	\$12.30	\$18,499

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

BUS DRIVERS (2015-2016) – 1.75%

EXP.	INDEX	188 DAYS 4.5 HR/DAY	HOURLY RATE	DAILY RATE
0	1.000	\$10,532	\$12.45	\$56.02
1	1.060	\$11,164	\$13.20	\$59.38
2	1.120	\$11,796	\$13.94	\$62.74
3	1.140	\$12,006	\$14.19	\$63.86
4	1.150	\$12,112	\$14.32	\$64.42
5	1.160	\$12,217	\$14.44	\$64.98
6	1.167	\$12,291	\$14.53	\$65.38
7	1.174	\$12,364	\$14.61	\$65.77
8	1.180	\$12,427	\$14.69	\$66.10
12	1.240	\$13,059	\$15.44	\$69.46
15	1.300	\$13,691	\$16.18	\$72.83
20	1.360	\$14,323	\$16.93	\$76.19
25	1.420	\$14,955	\$17.68	\$79.55

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

CUSTODIANS (2015-2016) – 1.75%

EXP.	INDEX	LEAD			
		REGULAR		CUSTODIAN	
		260 DAYS 8 HR/DAY	HOURLY RATE	260 DAYS 8 HR/DAY	HOURLY RATE
0	1.000	\$25,916	\$12.46	\$28,397	\$13.65
1	1.050	\$27,212	13.08	\$29,817	14.34
2	1.075	\$27,860	13.39	\$30,527	14.68
3	1.100	\$28,508	13.71	\$31,237	15.02
4	1.125	\$29,156	14.02	\$31,947	15.36
5	1.150	\$29,803	14.33	\$32,657	15.70
6	1.175	\$30,451	14.64	\$33,366	16.04
7	1.200	\$31,099	14.95	\$34,076	16.38
8	1.225	\$31,747	15.26	\$34,786	16.72
12	1.250	\$32,395	15.57	\$35,496	17.07
15	1.275	\$33,043	15.89	\$36,206	17.41
20	1.310	\$33,950	16.32	\$37,200	17.88
25	1.345	\$34,857	16.76	\$38,194	18.36

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

CAFETERIA (2016-2017) – 1.75%

EXP.	INDEX	CAFETERIA		HEAD	
		SUPERVISOR		COOK	
		190 DAYS 8 HR/DAY	HOURLY RATE	190 DAYS 6.5 HR/DAY	HOURLY RATE
0	1.000	\$18,547	\$12.20	\$13,882	\$11.24
1	1.050	\$19,474	12.81	\$14,576	11.80
2	1.070	\$19,845	13.06	\$14,854	12.03
3	1.090	\$20,216	13.30	\$15,131	12.25
4	1.110	\$20,587	13.54	\$15,409	12.48
5	1.130	\$20,958	13.79	\$15,687	12.70
6	1.140	\$21,144	13.91	\$15,825	12.81
7	1.150	\$21,329	14.03	\$15,964	12.93
8	1.170	\$21,700	14.28	\$16,242	13.15
12	1.190	\$22,071	14.52	\$16,520	13.38
15	1.220	\$22,627	14.89	\$16,936	13.71
20	1.250	\$23,184	15.25	\$17,353	14.05
25	1.280	\$23,740	15.62	\$17,769	14.39

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

CAFETERIA (2016-2017) – 1.75%

EXP.	INDEX	H.S. COOK		ELEMENTARY COOK	
		190 DAYS 6 HR/DAY	HOURLY RATE	190 DAYS 6 HR/DAY	HOURLY RATE
0	1.000	\$11,910	\$10.45	\$11,451	\$10.04
1	1.050	\$12,506	\$10.97	\$12,024	10.55
2	1.070	\$12,744	\$11.18	\$12,253	10.75
3	1.090	\$12,982	\$11.39	\$12,482	10.95
4	1.110	\$13,220	\$11.60	\$12,711	11.15
5	1.130	\$13,458	\$11.81	\$12,940	11.35
6	1.140	\$13,577	\$11.91	\$13,054	11.45
7	1.150	\$13,697	\$12.01	\$13,169	11.55
8	1.170	\$13,935	\$12.22	\$13,398	11.75
12	1.190	\$14,173	\$12.43	\$13,627	11.95
15	1.220	\$14,530	\$12.75	\$13,970	12.25
20	1.250	\$14,888	\$13.06	\$14,314	12.56
25	1.280	\$15,245	\$13.37	\$14,657	12.86

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

CAFETERIA (2016-2017) – 1.75%

		OTHER CAFETERIA	
		190 DAYS	HOURLY
EXP.	INDEX	6 HR/DAY	RATE
0	1.000	\$11,910	\$10.45
1	1.050	\$12,506	\$10.97
2	1.070	\$12,744	\$11.18
3	1.090	\$12,982	\$11.39
4	1.110	\$13,220	\$11.60
5	1.130	\$13,458	\$11.81
6	1.140	\$13,577	\$11.91
7	1.150	\$13,697	\$12.01
8	1.170	\$13,935	\$12.22
12	1.190	\$14,173	\$12.43
15	1.220	\$14,530	\$12.75
20	1.250	\$14,888	\$13.06
25	1.280	\$15,245	\$13.37

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

SECRETARIES (2016-2017) – 1.75%

EXP.	INDEX	12 MONTH		9.5 MONTH	
		260 DAYS 8 HR/DAY	HOURLY RATE	203 DAYS 8 HR/DAY	HOURLY RATE
0	1.000	\$21,129	\$10.16	\$16,544	\$10.19
1	1.050	\$22,185	10.67	\$17,371	10.70
2	1.075	\$22,714	10.92	\$17,785	10.95
3	1.100	\$23,242	11.17	\$18,198	11.21
4	1.125	\$23,770	11.43	\$18,612	11.46
5	1.150	\$24,298	11.68	\$19,026	11.72
6	1.175	\$24,827	11.94	\$19,439	11.97
7	1.200	\$25,355	12.19	\$19,853	12.22
8	1.225	\$25,883	12.44	\$20,266	12.48
12	1.250	\$26,411	12.70	\$20,680	12.73
15	1.275	\$26,939	12.95	\$21,094	12.99
20	1.310	\$27,679	13.31	\$21,673	13.35
25	1.345	\$28,419	13.66	\$22,252	13.70

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

SECRETARIES (2016-2017) – 1.75%

EXP.	INDEX	11 MONTH	
		233 DAYS 8 HR/DAY	HOURLY RATE
0	1.000	\$18,954	\$10.17
1	1.050	\$19,902	10.68
2	1.075	\$20,376	10.93
3	1.100	\$20,849	11.19
4	1.125	\$21,323	11.44
5	1.150	\$21,797	11.69
6	1.175	\$22,271	11.95
7	1.200	\$22,745	12.20
8	1.225	\$23,219	12.46
12	1.250	\$23,693	12.71
15	1.275	\$24,166	12.96
20	1.310	\$24,830	13.32
25	1.345	\$25,493	13.68

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

AIDES (2016-2017) – 1.75%

EXP.	INDEX	188 DAYS	
		HOURLY RATE	188 DAYS 8 HR/DAY
0	1.000	\$10.42	\$15,672
1	1.050	\$10.94	\$16,455
2	1.065	\$11.10	\$16,690
3	1.070	\$11.15	\$16,769
4	1.073	\$11.18	\$16,816
5	1.075	\$11.20	\$16,847
6	1.078	\$11.23	\$16,894
7	1.080	\$11.25	\$16,925
8	1.095	\$11.41	\$17,160
12	1.110	\$11.57	\$17,396
15	1.140	\$11.88	\$17,866
20	1.170	\$12.19	\$18,336
25	1.200	\$12.50	\$18,806

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

BUS DRIVERS (2016-2017) – 1.75%

EXP.	INDEX	188 DAYS 4.5 HR/DAY	HOURLY RATE	DAILY RATE
0	1.000	\$10,716	\$12.67	\$57.00
1	1.060	\$11,359	\$13.43	\$60.42
2	1.120	\$12,002	\$14.19	\$63.84
3	1.140	\$12,216	\$14.44	\$64.98
4	1.150	\$12,323	\$14.57	\$65.55
5	1.160	\$12,431	\$14.69	\$66.12
6	1.167	\$12,506	\$14.78	\$66.52
7	1.174	\$12,581	\$14.87	\$66.92
8	1.180	\$12,645	\$14.95	\$67.26
12	1.240	\$13,288	\$15.71	\$70.68
15	1.300	\$13,931	\$16.47	\$74.10
20	1.360	\$14,574	\$17.23	\$77.52
25	1.420	\$15,217	\$17.99	\$80.94

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

CUSTODIANS (2016-2017) – 1.75%

EXP.	INDEX	LEAD			
		REGULAR		CUSTODIAN	
		260 DAYS 8 HR/DAY	HOURLY RATE	260 DAYS 8 HR/DAY	HOURLY RATE
0	1.000	\$26,370	\$12.68	\$28,894	\$13.89
1	1.050	\$27,689	13.31	\$30,339	14.59
2	1.075	\$28,348	13.63	\$31,061	14.93
3	1.100	\$29,007	13.95	\$31,783	15.28
4	1.125	\$29,666	14.26	\$32,506	15.63
5	1.150	\$30,326	14.58	\$33,228	15.98
6	1.175	\$30,985	14.90	\$33,950	16.32
7	1.200	\$31,644	15.21	\$34,673	16.67
8	1.225	\$32,303	15.53	\$35,395	17.02
12	1.250	\$32,963	15.85	\$36,118	17.36
15	1.275	\$33,622	16.16	\$36,840	17.71
20	1.310	\$34,545	16.61	\$37,851	18.20
25	1.345	\$35,468	17.05	\$38,862	18.68

NOTE – Basis for pay in cafeteria and secretary classifications is yearly amount, other data for comparative use only.

NOTE – Basis for pay in aides classification is the hourly rate, other data for comparative use only.

NOTE – The administration determines the hours assigned to a particular job.

ARTICLE 23 ----- EMPLOYEE EVALUATION

- A. All classified employees will be evaluated at least annually by their immediate supervisor. The employee shall be notified in advance of the month the evaluation conference will occur.
- B. An evaluation will be completed at the end of the first ninety (90) days of employment for new employees and by April 30 of each year for all personnel.
- C. The supervisor will rate the employee on the basis of: work performance, abilities, professionalism, personal skills. Evaluation forms will be completed in triplicate, with an additional narrative report, if necessary.
- D. After completing the evaluation form, the supervisor will:
 - 1. Conduct a conference with the employee.
 - 2. Discuss with the employee:
 - a. The evaluation
 - b. The areas needing improvement.
- E. The supervisor and the employee will sign the evaluation form at the close of the conference.
- F. One (1) copy of the completed evaluation form will be included in the employee's personnel file and one (1) copy will be given to the employee.
- G.
 - 1. Employees shall have the right, upon request, to review the contents of their personnel file and to receive a copy at Board expense of any documents contained therein. An employee shall be entitled to have a representative of the Union accompany him/her during such review. Once every four (4) years, an employee will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the Office of the Superintendent and if he/she agrees, they will be destroyed. A disagreement over the question of obsolescence or inappropriateness will be subject to the

grievance procedure set forth herein and will be initiated at Level Two thereof.

2. No materials derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent and attached to the file copy.
3. Although the Board agrees to protect, within the limits of the law, the confidentiality of personal references, and other similar documents contained in the personnel file, it will not establish separate "confidential" files.

H. Any complaint regarding an employee made to any member of the administration by any parent, student or other person which is used in any manner in evaluating an employee will be promptly investigated and called to the attention of the employee. The employee will be given an opportunity to respond to and/or rebut such complaint.

ARTICLE 24 ----- DISCIPLINARY ACTION

Sequence of Progressive Discipline

The normal disciplinary procedure shall be as follows for all employees:

Step 1: Counseling/written documentation of counseling in the personnel file within ten (10) work days of the alleged infraction.

Step 2: Written warning letter.

Step 3: Three (3) days suspension without pay.

Step 4: Discharge

Although the above sequence will normally be followed, the Board may issue discipline at any step in the procedure if the seriousness of the situation requires it.

Procedures:

Disciplinary interviews and reprimands shall be made in private. For all disciplinary hearings or actions, an affected employee may, if he/she deems it necessary, request the presence of a representative of the Union; and when such a request is made, the hearing or action shall not proceed until the representative is in attendance. The Union agrees to provide representation in a timely fashion. The Union president will be notified in advance of any pending disciplinary interviews or reprimands.

The Superintendent will be involved at step 3 and step 4 of progressive discipline.

The above does not preclude the opportunity for a supervisor to confer at any time with an employee concerning corrective actions or procedural changes that will improve performance. Discipline may be grieved under Article 5.

ARTICLE 25 ----- EFFECTS OF THE CONTRACT

This agreement shall be in full force and effect from July 1, 2014 through and including June 30, 2017.

ARTICLE 26 ----- NOTIFICATION OF BOARD MEETINGS

The President of Local 450 shall receive advanced notification and the agenda for regularly scheduled meetings of the Sandy Valley Board of Education. A copy of the minutes including all financial information for regularly scheduled board meetings shall be available to the president of Local 450.

ARTICLE 27 ----- SMOKEFREE WORKPLACE

There will be no smoking or the use of any tobacco products in school buildings or on school grounds. The cost of nicotine patches for the employee shall be paid for by the Board.

ARTICLE 28 ----- ALCOHOL-DRUG TESTING

- A. Districts may include drug education awareness training as part of regular district in-service programs for all transportation employees. The Board's testing policy and federal Regulations, Subpart F, Alcohol Misuse and Controlled Substance Use Information (Part VII, p. 7513-7514), shall be given to affected employees. The employee shall sign a proof of receipt.
- B. The Supervisor who makes the determination that "reasonable suspicion" exists to test employees shall create a written report setting forth the specific observations relied upon to order the test. The Supervisor that makes the determination cannot also conduct the alcohol test.
- C. Random testing will be done during scheduled work time.
- D. The same laboratory shall be used for all testing except as specified in subsection G below. Upon request, the name of the laboratory shall be provided to the Association office at the beginning of each school year.
- E. Employees have a right to a hearing in order to provide the employee an opportunity to dispute any information and for the employer, prior to suspending the employee and/or ordering referral to evaluation, to provide an explanation. The employee is entitled to written charges and association representation.
- F. The Substance Abuse Professional (SAP) shall be selected by the employee from a list jointly agreed to by the Union and the Board.
- G. If the employee disputes a positive drug test result, he/she may request a split specimen within seventy-two (72) hours from the time of notification at Board paid expense. The drug test shall be done by a different laboratory and the GC/MS test shall be used. If the split specimen tests negative, the employee will be paid for any time lost during the 72 hours period.
- H. If the first specimen tests positive and the second specimen tests negative, this will be deemed to be the official result of the drug test.
- I. Any an all Board required Drug-Alcohol testing shall be paid by the Board.

- J. If the employee test positive on the alcohol (at .04 or above) and/or drug test, he/she will be suspended without pay until completion of assessment and treatment, if needed. At the conclusion of the assessment and/or treatment, the Superintendent may do one of the following:
1. reinstate the employee to his/her original position
 2. suspend without pay for up to three days at the Superintendent's discretion
 3. if the employee has more than five years of service and it is a first offense involving the violation of the drug/alcohol testing policy and no accident is involved, the employee may:
 - a. be assigned to a non-safety sensitive position if available and if qualified. Otherwise, the individual will be placed on a recall list for the first position available and for which he/she is qualified.
 - b. be terminated under 3319.081 O.R.C.
 4. If the employee has five years or less of service, or it is a second offense involving the violation of the drug/alcohol testing policy, or an accident is involved, the employee may be terminated after a hearing. The employee may challenge the termination at binding arbitration but only on the validity of the test results and not on mitigation of the penalty. This procedure, for circumstances covered by J. 4 shall prevail over that contained in 3319.081 O.R.C. and/or the applicable collective bargaining agreement.
- K. If the employee tests positive on the alcohol test (below .04) disciplinary action, if any:
1. shall be governed by 3319.081 O.R.C. and not under the terms of the collective bargaining agreement or
 2. may result in the employee being suspended without pay for up to three (3) days at the Superintendent's discretion.

- L. The employee must present to the Superintendent written evidence of completion of assessment and/or treatment. Any assessment and/or treatment is the personal responsibility of the employee as provided by his/her health care coverage.

Summary of Drug/Alcohol Amendment

<u>below .04</u>	<u>.04+/positive drug</u>
<ul style="list-style-type: none"> --disciplinary under 3319.081 O.R.C. and not the contract <li style="text-align: center;">or --may suspend up to 3 days at Superintendent's discretion 	<ul style="list-style-type: none"> --suspended without pay --assessment and treatment --reinstate same position --suspend up to 3 days at Superintendent's discretion --more than 5 years & first offense & no accident: <ul style="list-style-type: none"> reassigned if qualified/ available/recall <li style="text-align: center;">or terminated 3319.081 --5 years or less or second offense or accident: <ul style="list-style-type: none"> may terminate arbitrate only test, not penalty in lieu of 3319.081 O.R.C.

- M. Any employee who refuses to submit to required testing shall be prohibited from performing or continuing to perform his/her duties. A refusal to submit to testing will be considered a positive test result.

- N. Alcohol-Drug Testing shall be paid at the employee's hourly rate for actual time including travel with a minimum of two (2) hours pay.

ARTICLE 29 ----- LABOR MANAGEMENT COMMITTEES

A committee composed of three (3) representatives of OAPSE and three (3) representatives of the Administration shall meet within a reasonable time upon the request of either party.

ARTICLE 30 ----- QUALITY OF WORK INCENTIVE

A. Each bargaining unit member shall receive a Quality of Work Incentive payment under the following terms:

\$200 – No days absent during the contract year.

\$150 – One (1) day absent during the contract year.

\$125 – Two (2) days absent during the contract year.

B. This shall apply to any absence except Professional Leave, death in the immediate family up to three (3) days and Assault Leave. The payment to each bargaining unit member shall be made prior to July 1.

ARTICLE 31

Union members shall be paid \$225.00 at the end of the 2014-2015 fiscal year.

Union members shall be paid \$25.00 at the end of the 2015-2016 fiscal year.

Union members shall be paid \$25.00 at the end of the 2016-2017 fiscal year.

AGREEMENT

This Agreement, made and entered into this twenty-fifth day of March, 2014, by and between the Sandy Valley Board of Education and the Ohio Association of Public School Employees, Local 450, for and on behalf of the employees in the bargaining unit set forth in Article 1 of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year written above.

For the Ohio Association of
Public School Employees
Local 450

For the Sandy Valley Board
of Education

Rosella Lopez 4/8/14
President date

David A. Fisher 3/31/14
Superintendent date

V.P. [Signature] 4/8/14
Team Member date

[Signature] 3/31/14
Treasurer date

Victoria J. Hicks 4-8.14
Team Member date

Team Member date

Team Member date