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05/23/2014

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# **NEGOTIATED AGREEMENT**

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**between the**

**GARAWAY LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and the**

**OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES LOCAL 11/AFSCME/AFL-CIO**

**Effective July 1, 2014 - June 30, 2017**

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**PREAMBLE**

- A. The Board of Education of the Garaway Local School District believes that the attainment of the educational objectives of the Garaway Local School District requires mutual understanding and cooperation among the Board, the Superintendent, his/her staff, and the classified employees. It is recognized that achievement of the educational objectives depends upon services of qualified and competent employees reasonably satisfied with the working conditions under which their services are performed. Therefore, free and open exchange of views is desirable and necessary among employees participating in the deliberations on appropriate matters of mutual concern and the Board's representative.
  
- B. In furtherance of the above stated beliefs, the Garaway Local School District Board of Education hereby directs that an orderly procedure for personnel negotiations be established whereby the suggestions and recommendations of the classified employees can be communicated to the Board.

**ARTICLE I – RECOGNITION**

- A. The Garaway Local School District Board of Education, hereinafter referred to as the "Board", recognizes the Ohio Association of Public School Employees, AFSCME-AFL-CIO, Local 11, hereinafter referred to as the "Union", as the sole and exclusive bargaining agent for all regular full-time and regular short-hour classified employees under contract in the school district and eligible for membership in the Union.
  
- B. The bargaining unit shall include the following classifications:


Aides	Mechanics
Custodial/Maintenance	Secretarial
Food Service	Transportation
  
- C. The unit shall exclude the Treasurer of the Board, Assistant to the Treasurer, administrative and supervisory personnel, and the Secretary to the Superintendent. For the purpose of this Section, administrative or supervisory personnel shall include any employee having the authority to hire, transfer, assign, promote, discharge, or discipline other employees or having the responsibility to make recommendations thereon.

**ARTICLE II – RESPONSIBILITY**

- A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio law.
- C. It is recognized that the Union is an influential body in the development, production, and operation, of quality education for boys and girls of this school system. In this role, they have certain rights, as previously listed, and with rights go responsibilities.
- D. It is the responsibility of all employees to keep informed of all Board of Education policies and administrative regulations. Copies of these are on file in the Principal's office and with the President of the Union.

### ARTICLE III – LABOR MANAGEMENT COMMITTEE

- A. A Labor Management Committee (LMC) shall be established for the 1997-98 school year and thereafter. The Superintendent and the Association President shall each be members of the LMC and each shall appoint up to three (3) other members to serve on the LMC. The LMC shall meet when scheduled by the Superintendent at his/her discretion. However, if requested by the Union, the LMC shall meet no less than twice per year at a mutually agreed upon time and place.
- B. The Federal Mediation and Conciliation Service (FMCS) shall provide training for all LMC members prior to the first meeting.

### ARTICLE IV – NEGOTIATIONS

#### A. Scope of Bargaining

Subjects for negotiations shall be: salaries, hours, working conditions, fringe benefits, grievance procedures, in-service training, staff evaluation and such other matters as may be mutually agreed upon.

#### B. Procedures

##### 1. Directing Requests

Negotiations under this Agreement shall be initiated upon written request, submitted by the Union to the Board or the Superintendent or by the Superintendent to the President of the Union at least one hundred and twenty (120) days prior to the expiration of this Agreement.

2. Meetings

- a. Meetings between the Union and the Board will be scheduled for an agreed upon time within fifteen (15) days after the request for negotiations to open, unless a mutually satisfactory later date is agreed upon. Proposals will be presented at said meeting. All negotiation meetings will be held at times and dates mutually agreeable to the parties. Should such meetings be held during the employee's work day, the employee shall be provided with released time at no loss of pay.

3. Meetings

Negotiation meetings shall be held in private.

4. Recess

The chairman of either group may recess the group for independent caucus or conference at any time.

5. Protocol

No action to coerce, censor or otherwise penalize any negotiation participant by reason of such participation shall be made or implied by any other member. Both sides agree to conduct themselves in a professional and non-personal manner.

6. Progress Reports

While negotiations are in progress, no news release shall be issued without the prior approval of both parties. However, once impasse is declared, either party may issue news releases without the approval of the other party. Further, during negotiations, interim reports may be made to the Association by its representatives and the Board and its administration by its representatives.

7. Information

- a. The Board and Superintendent agree to give access to the Union, upon reasonable request, such available information as will assist the Union in developing intelligent, accurate, and constructive programs on behalf of the classified school employees, provided, however, that nothing herein shall require the Board, Treasurer, or Superintendent to give the Union access to any confidential information or reports expressly compiled for the use of the Board or its negotiators.
- b. The Union agrees to give access to the Board or Superintendent, upon reasonable request, such information as will assist the Board or Superintendent in developing intelligent, accurate, and constructive programs on behalf of the classified school employees. No confidential

information or reports expressly compiled for the use of the Union or its negotiators will be divulged.

8. Agreement

If consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the membership of the Union for ratification. If ratified, said written Memorandum of Understanding between the parties shall then be submitted to the Board for its approval. If approved, in accordance with the provisions of this Article, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board.

9. Disagreement

- a. If, after thorough discussion of all unresolved issues, an impasse has been reached in the negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations.
- b. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. §4117.14(C)(1)(f). However, OAPSE retains the right to strike pursuant to O.R.C. §4117.
- c. If impasse is declared, it is with the understanding that impasse is declared on all issues not otherwise agreed to in writing.

10. Waiver of Negotiations

The Board and the Union shall acknowledge in the Agreement that during negotiations, each party had the right, subject to the limitations of law and this procedure, and the opportunity to make demands and proposals with respect to any matter not removed thereby, and that said Agreement was arrived at by the parties after the exercise of the right and opportunity. Further, the Board and the Union shall voluntarily and unqualifiedly waive, during the life of said Agreement, said rights and each agree that the other shall not be obligated to negotiate with respect to any subject or matter referred to, or covered in said Agreement, or with respect to any subject or matter not specifically referred to or covered in said Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the parties signed said Agreement; provided, however, that nothing herein shall preclude the renegotiation of salaries following any action by the Ohio General Assembly mandating salary increases for classified employees.

## ARTICLE V – PROVISIONS CONTRARY TO LAW

If any provision of these Articles or any application of these Articles to any classified person or persons shall be found contrary to law, then said provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in force and effect.

## ARTICLE VI – EMPLOYMENT

- A. Newly hired regular non-teaching school employees shall initially be hired for a probationary period of ninety (90) working days. At the end of the ninety (90) day probationary period, successful employees shall be awarded a one (1) year limited contract retroactive to the employee's first day of hire. If such employees are rehired, their subsequent contract shall be for a period of two (2) years as per O.R.C. §3319.081. The ninety (90) day probationary period can be waived by the Superintendent, at his discretion, anytime during the probationary period.
- B. After the termination of the two (2) year contract provided in Division (A) of O.R.C. §3319.081, if the contract of a non-teaching employee is renewed, the employee shall be continued in employment, and the salary provided in the contract may be increased but not reduced unless such reduction is a part of a uniform plan affecting the non-teaching employees of the district. All contract non-renewals must be for a just cause.
- C. The contracts as provided for in this section may be terminated by a majority vote of the Board. Such contracts may be terminated, in writing, only for violation of written rules and regulations as set forth by the Board or those found in O.R.C. §3319.081. In addition to the right of the Board to terminate the contract of an employee, the Board may suspend an employee for a definite period of time or demote the employee for the reason set forth in this division. The action of the Board terminating the contract of an employee or demoting him shall be served upon the employee by certified mail. Within ten (10) days following the receipt of such notice by the employee, the employee may file an appeal, in writing, with the Court of Common Pleas of the County in which such School Board is situated. After hearing the appeal, the Common Pleas Court may affirm, disaffirm, or modify the action of the School Board.
- D. Any non-teaching school employee may terminate his contract of employment thirty (30) days subsequent to the filing of a written notice of such termination with the Treasurer of the Board.

## ARTICLE VII – GRIEVANCE PROCEDURE

- A. Any employee shall have the right to file a grievance. He/she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her grievance. He/she shall have the right to present his/her own grievance, or designate

representatives of OAPSE Chapter 11 with him/her or for him/her at any step of this procedure.

- B. Nothing herein shall prohibit any aggrieved person from discussing his/her grievance informally with any member of the school administration.
- C. A grievance shall be defined as a complaint involving the violation, misinterpretation or misapplication of (a) all negotiated articles, (b) individual employee contract, and (c) public laws and statutes concerning employee benefits and rights.
- D. A grievance alleged to be a "group" grievance shall have arisen out of similar circumstances affecting the group.
- E. In the event the grievance is filed by the Union, on its own behalf, it shall begin with Step Three of this Grievance Procedure and continue with Steps Four and Five if necessary.
- F. For the purpose of this Article, a working day shall be defined as a day when the Board office is open.
- G. Grievances Shall be Resolved as Follows:

- 1. Step One

- Any employee having a grievance shall first discuss such grievance with his/her immediate supervisor.

- 2. Step Two

- a. If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's building principal or immediate supervisor. If such grievance is not lodged within ten (10) working days following the act or condition which is the basis of said grievance, said grievance shall no longer exist. The written grievance shall contain a concise statement of the facts upon which the grievance is based and reference made to the specific provisions of the negotiated articles, contract, or statutes allegedly violated, misinterpreted or misapplied.

- b. A copy of such grievance shall be filed with the Superintendent and the Union's Grievance Committee. The employee shall have the right to request a hearing before the building principal or immediate supervisor. Such hearing shall be conducted within five (5) working days after receipt of such request. The aggrieved employee shall be advised in writing of the time, place, and date of such hearing and shall have the right to be represented at such hearing by a representative of his/her employee organization.

- c. The building principal or immediate supervisor shall take action on the written grievance within five (5) working days after receipt of said grievance, or, if a hearing is requested, within five (5) working days after conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Superintendent, and the Union's Grievance Committee.

3. Step Three

- a. If the action taken by the building principal or immediate supervisor does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the principal's or immediate supervisor's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) working days after receipt of the request. The aggrieved employee shall be advised in writing of the time, place, and date of such hearing and shall have the right to be represented at such hearing by a representative of his/her employee organization.
- b. The Superintendent shall take action on the appeal of the grievance within five (5) working days after receipt of the appeal, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the building principal or immediate supervisor, and the Union's Grievance Committee.

4. Step Four

- a. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employee may submit same in writing to the Board. The notice of appeal shall be sent to the Superintendent and the Treasurer of the Board. Failure to file such appeal within five (5) working days from receipt of the memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right to appeal.
- b. The Superintendent shall place the matter on the agenda for presentation in Executive Session at the next regular or special meeting of the Board held at least ten (10) days after receipt of the appeal, unless this restriction is waived by the Board. The aggrieved employee shall have the right to be represented at such meeting by a representative of his/her employee organization. The Board shall act upon such grievance within ten (10) working days from the date of the hearing before the Board.

5. Step Five

- a. If the grievant is not satisfied with the Step Four response, the grievance may be submitted by the Union to arbitration within five (5) working days after receipt of the Board's response, or after the Board's deadline to respond, if no response has been received.
- b. The submission shall be in writing, addressed to the FMCS, with a copy of said letter to the Superintendent, and shall request a list of seven (7) arbitrators. The arbitrator shall be selected by the parties using the alternate strike method. Either party has the right to request a second list at the requesting party's expense.
- c. The arbitrator so selected shall hold the necessary hearing promptly and issue a decision within such time as may be agreed upon. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to, or subtract from any of the terms of this Agreement as written. The decision shall be binding to the Board, Union, and aggrieved person. The Board and OAPSE Local #11 shall equally share the fees and costs of the arbitrator.

H. Rights of Representation

The aggrieved person may be represented at all stages of the grievance procedure by an OAPSE Representative. The Union or the Superintendent may be represented at all times by legal counsel and others of their own choosing and have the right to state their views. The costs for legal counsel or other representatives shall be paid for by those who incur the obligation.

I. Miscellaneous

1. Under no condition shall the documents, communications, and records dealing with the processing or disposition of a grievance become part of the personnel file or be used for consideration for reemployment.
2. Copies of documents, communications, and records of the arbitration shall be sent to the Superintendent, the Union, and the individual or group of individuals who may have filed the grievance.

**ARTICLE VIII – INDIVIDUAL RIGHTS**

A. Evaluations

All limited contract classified employees will be evaluated by March 1 annually. Employees on continuing status will be evaluated every other year by March 1. An

employee will be evaluated by his/her building principal, except for bus drivers who will be evaluated by the District's transportation supervisor. The employee shall have the opportunity to discuss and sign the evaluation and receive a copy. Such signature on the evaluation shall not mean agreement, only that the employee has seen and discussed it. If the employee does not agree, the employee shall have the right to respond to the evaluation, in writing, and have it attached to the evaluation.

B. Personnel Files

1. All personnel records kept in the Garaway Local School District shall be maintained in accordance with the provisions of Chapter 1347 of the Ohio Revised Code.
2. The employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein at the cost of production of said copies. An employee shall be entitled to have a representative of the Union accompany him/her during such review. A central office representative will be present with the employee while files are reviewed.
3. No material the Administration considers derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall have the right to acknowledge he/she has had the opportunity to review such material by affixing his/her signature and date to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. No anonymous letters or other documents shall be placed in an employee's personnel file.
4. Letters of recommendation shall be excluded from the provisions of this Section of the Agreement.
5. Copies of all documents, communications, 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 personal file of any of the participants.

C. Disciplinary Procedures

1. Disciplinary action against bargaining unit employees in the form of termination, suspension, or demotion shall be governed by O.R.C. §3319.081.
2. An employee may appeal any disciplinary action through the grievance procedure.
3. No employee will be disciplined, suspended, or discharged without just cause.

ARTICLE IX – UNION RIGHTS PROVISIONS

A. Union Rights

The Union shall have the following rights:

1. The right to use the internal mail system.
2. The right to use a bulletin board in each Board-owned building.
3. The right to use buildings, equipment and telephone for Union business and meetings. Toll calls shall be reimbursed by the Union.
4. To have a place on the Board agenda to assure the right to address the Board.
5. The President of the Union shall be provided with a copy of the Agenda prior to any regular or special Board meeting.

B. Annual Convention

The Union may use Professional Leave days to attend its Annual convention. No more than two (2) employees will be given leave. Leave is limited to three (3) days for each of the two (2) employees. The delegates shall receive their regular pay for such time approved.

C. Professional Meetings

1. Employees may, upon approval of the Superintendent, be given leave under Board Policy for attendance at professional meetings without loss of pay and shall be reimbursed for expenses as outlined therein.
2. Maximum Allowances:
  - Lodging - 90.00 per day
  - Food - \$20.00 per day
  - Registration Fees - In full, exclusive of membership fees and meals
  - Mileage - I.R.S. rate
  - Transportation - Approved by Superintendent

- D. The Union shall be entitled to have up to three (3) representatives appointed by the Union President to serve on the calendar committee. Representatives of the Administration and other bargaining units will also serve on the committee, but may not have more than three

(3) representatives each. The committee, to be chaired by an Administrator, will prepare a minimum of two (2) calendars to be voted on by the employees of the District. The calendar receiving the greatest number of votes will be presented to the Superintendent for his consideration prior to his recommendation to the Board. A copy of the Board-adopted calendar will be distributed to all employees no later than April 30 each year and will contain all make-up days on the schedule.

### **ARTICLE X – PAID HOLIDAYS AND WORK HOURS**

#### **A. Paid Holidays**

Employees shall receive regular pay for those holidays specified below:

- |                   |  |
|-------------------|--|
| 1. New Year's Day | 2. Martin Luther King Day                  |
| 3. Memorial Day   | 4. Independence Day (If 12 month employee) |
| 5. Labor Day      | 6. Thanksgiving Day                        |
| 7. Christmas Day  | 8. President's Day                         |

#### **B. Work Hours**

State and Federal regulations regarding work hours and/or overtime shall be adhered to by the Board and the Union. Employees not regularly scheduled to work and who are called in to work shall receive a minimum of one (1) hour of regular pay.

#### **C. School Closures**

When the Superintendent closes school on a day it was originally scheduled to be open, employees may be required to work to maintain the reasonable operation of schools. Employees required to work on such a day will be paid their regular hourly rate plus that hourly rate paid again (double time) for hours worked on any such day. Any employees who have reported to work before school is closed and prior to the normal start of school shall be paid a minimum of one (1) hour regular pay for show-up time. The Superintendent shall determine the method for making up days when school is closed and the number of days to be made up and whether and which employees will report on such days.

#### **D. Employees required by the Superintendent or his/her designee to attend a meeting other than during their regular work schedule will be compensated for their actual time.**

### **ARTICLE XI – POSTING AND BID PROCEDURE**

#### **A. As regular vacancies which the Superintendent intends to fill and new positions occur in the classified positions, the vacancy shall be posted within the District and outside the District at the same time in designated areas. All employees shall receive a notice of vacancy by school delivery. Such notice will set forth the location, classification, time**

schedule, salary range, job description, expiration date of the posting, and qualifications and shall be posted for five (5) week days.

- B. A job posting for each vacancy, and the effective date of the vacancy, shall be given immediately to the President of the Union.
- C. Anyone interested in a certain vacancy or new position, shall request the position, in writing, no later than five (5) working days after the vacancy is posted.
- D. Equally qualified applicants will be considered chosen in order of system seniority.
- E. Seniority shall be defined as the total length of employment by an employee with the Board as computed from the employee's most recent date of hire. Total years of continuous service with the Board shall be used for the basis of seniority.
- F. Probationary Periods

- 1. If the successful bidder for a job vacancy is a current employee, he/she shall be employed in the new position for up to ten (10) working days, only if the new position is in a new classification. The period may be extended by agreement of the bargaining unit member, Union representative and the Administration. The bidder shall be placed on the salary schedule in the new classification that results in equal or greater pay than the hourly rate in his/her prior position. The date of entry into the new position shall be computed from the first day worked in the new position for the purpose of establishing job classification seniority.
- 2. At any time during the probationary period, the bidder may be returned to his/her former position or awarded a contract for the new position. An employee shall not be returned to his/her former position without a meeting with the Superintendent, immediate supervisor, employee and a Union Representative. At the request of the employee, the reason for his/her return shall be put in writing. If an employee chooses to return to his/her former position, they will resume that position as it was prior to bidding on the new position.
- 3. During the probationary period, the Administration will attempt to temporarily fill the bargaining unit member's former position with a current employee. The position shall be awarded during the probationary period to the employee with the most seniority in the classification who requests it. If no employee within the classification requests the position, the position may be temporarily filled by a substitute. A substitute may also be used to fill whatever temporary vacancy exists until the process is completed. If an employee temporarily fills the former position, the employee shall be returned to his/her former position upon the return of the employee initially holding the position, the awarding of the new position to the employee who formerly held it, or the conclusion of the 45-day probationary period, whichever is sooner. If the employee originally holding the position is awarded the new position, the position he/she left vacant shall be bid according to this Article.

**ARTICLE XII – REDUCTION IN FORCE**

- A. All bargaining unit classifications and positions shall be filled by employees of the Board.
- B. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, lack of work, or closing of school and/or schools, the following procedure shall govern such layoff and recall.
- C. The number of people affected by reduction in the force shall be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire, or otherwise vacate a position.
- D. Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to system seniority within the classification, with the least senior employee laid off first. System seniority shall be defined as the uninterrupted length of continuous service with the Board of Education computed from the latest date of hire. Authorized leaves of absence do not constitute an interruption in continuous service. Ties occurring in determination of seniority shall be broken by date of official employment, date employee signed contract, then by the employee with the highest last four digits of the social security number.
- E. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:

Aides	Mechanics
Custodial/Maintenance	Secretarial
Food Service	Transportation
Cafeteria Manager	Bus Driver
Head Cook	Van Driver
Cook	
- F. The Board shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classification of layoff, employees with one-(1) year and two-(2) year contracts shall be laid off before any employee in that classification employed under a continuing contract is laid off.
- G. Suspension of contracts shall be considered if at all possible by June 1 as to the effective date of layoffs. The Board shall prepare and give to each affected employee a list containing the names, system and classification seniority dates, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
  - 1. Reasons for the layoff or reduction;
  - 2. The effective date of layoff;

3. A statement advising the employee of the rights of reinstatement from the layoff.

If an effected employee does not have the system seniority to bump within their current classification, and they have worked in another classification previously for Garaway Local Schools, and they hold proper certifications, at the time of lay off, they may bump a lesser senior employee within that previous classification, closest to the hours and or days vacated.

- H. For the classification in which layoff occurs, reassignment or reinstatement shall be in classification at time of layoff. The Board shall prepare a reinstatement list and name all employees employed under one-(1) year and two-(2) year contracts to be placed on the reinstatement list in the reverse order of layoff. The name of all employees employed under continuing contract status of employment shall be placed on a separate reinstatement list in reverse of layoff. Reinstatement shall be made from the continuing contract list before any new employees are hired in that classification or any employee is reinstated from the one-(1) year and two-(2) year contract list.
- I. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. Employee(s) shall have two (2) calendar weeks from the date of receipt of re-employment offer to respond. It is the responsibility of the involved employee to advise the Board of an address where he/she can be reached. Any employee who declines reinstatement shall be removed from the reinstatement name list in his/her classification.
- J. If position is not filled by an employee in the classification in which layoff occurred, an employee from one of the other classifications may apply and be considered for the position pursuant to Article XI - Posting and Bid Procedure.
- K. The employee's name shall remain in the appropriate reinstatement list for a period of three (3) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority, all rights related to salary, fringe benefits and a notice of reinstatement shall be made by certified mail.
- L. No reduction of salary shall be made in employee's salary in reassignment or reinstatement. If salary rate is at an increase at new assignment or reinstatement, higher salary rate shall prevail, unless there is an overall reduction of salaries.

### ARTICLE XIII – LEAVES OF ABSENCE

#### A. Sick Leave

1. Each employee may at his/her discretion use such leave for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others, and absence due to illness or death in the immediate family.

2. Each employee shall be entitled to accumulate sick leave credit at the rate of one and one-fourth (1¼) days per month, to a maximum of fifteen (15) days per year, and an accumulated total of two hundred thirty-two (232) days.
3. Each new employee and each employee who has exhausted his/her sick leave at the beginning of a school year, shall be entitled to an advancement of five (5) days of sick leave each year the beginning balance is "zero," said days to be charged against sick leave he/she subsequently earns.
4. Any employee transferring to the Board, from another public agency shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to O.R.C. §3319.141.
5. The Association President may contact the Superintendent to initiate the process of establishing a Sick Leave Bank for the sole use of an employee who: (1) has suffered a catastrophic illness or injury to himself/herself which is verified by a physician and (2) has exhausted all accumulated sick leave including the 5 advanced days of sick leave to be credited to the employee pursuant of Ohio law. OAPSE and/or the affected employee are responsible for soliciting the sick leave days (hours) required for the affected employee's Sick Leave Bank prior to the exhaustion of the employee's accumulated sick leave. Each classified employee with 45 or more days of accumulated sick leave may donate up to 2 work days of their own sick leave to the Sick Leave Bank for the affected employee. Donations can only be made in full day increments, and these donated sick days will then be converted to hours per the donating employees' contracted work day. Donating of any sick leave into the Sick Leave Bank shall reduce the number of accumulated sick leave days from the donating employee, and require the donating employee to forfeit the incentive pay listed in Article XIII-A-7 for the current school year. Up to twenty-five (25) days per occurrence may be used by the affected employee utilizing the Sick Leave Bank. Any sick leave days not used in the Sick Leave Bank by the affected employee will be forfeited.
6. Immediate family shall be defined as spouse, children, parents, brothers, sisters, grandchildren, grandparents, including an in-law or a step within these established relationships or anyone who is a permanent resident of the employee's home.
7. A classified employee using three (3) or less days of sick leave during a school year may request two (2) days be canceled from their total of accumulated sick leave and that payment equal to their regular hourly rate of pay times the hours they normally work each day be made for each of the two days with the second paycheck in June.

B. Personal Leave

Each employee shall be granted up to two (2) days paid personal leave, without restrictions, during the year according to Board policy. The two (2) days of personal leave shall be interpreted as a condition or situation which is not covered by sick leave and which cannot be taken care of other than during regular working hours. The employee will file the appropriate leave request form with the Superintendent. It is expected the application will be filed as many days previous to the requested absence as possible. Approval will not normally be granted for school days immediately preceding and following school vacation periods nor on the first or last days of school. These days shall not accumulate from one (1) year to another.

C. Assault Leave

1. Any employee who is absent due to physical disability resulting from an assault which occurs in the course of Board employment may apply to the Superintendent for assault leave.
2. Appropriately signed forms justifying the use of assault leave must be filed with the Superintendent as soon after the incident of assault as practical. A certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment.
3. The maximum amount of leave which may be approved for full pay is ten (10) days and shall not be charged to sick leave or any other leave. Subject to approval of the Superintendent, and provided a doctor's certification is submitted indicating that assault leave must exceed ten (10) days, the Superintendent may grant such leave which in the aggregate may not exceed thirty (30) days.

D. Subpoena/Jury Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. When an employee has been issued a subpoena requiring testimony before any judicial or governmental tribunal regarding matters related to the employee's employment in the District, the employee shall be entitled to leave without loss of pay provided the employee is not a volunteer witness or party to a lawsuit suing the District. The Board shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. The employee will communicate daily with his/her supervisor concerning the likely time of return to work.

E. Leaves of Absence

1. Employees shall be granted leaves of absence for the following purposes: illness, maternity, disability, dependent care and/or military service.
2. Leaves of absence shall be authorized only by the Board upon the recommendation of the Superintendent and as provided by the provisions of the Ohio Revised Code governing such leaves.
3. Requests for leaves of absence shall be made in writing to the Superintendent at the employee's discretion.
4. In all cases of leaves of absence except personal illness leave, the employee shall give notice of his/her intent to return to the former position at least thirty (30) calendar days prior to the expiration of the leave. In cases of personal illness leave, the employee shall give notice of his/her intent to return to the former position at least ten (10) calendar days prior to the expiration of the leave. Upon expiration of the leave, such employee shall be assigned to his/her former position and hours. If the pay range has increased, the returning employee shall receive all such increases.
5. Employees on authorized leaves of absence shall be considered as maintaining the characteristic of continuity of service provided such leaves do not total more than two (2) years.
6. If the employee on leave of absence desires to continue hospitalization, dental and life insurance during the leave, he/she will be responsible for payment of these benefits. The employee shall pay to the Treasurer the amount of these benefits in advance of the premium date.
7. Employees utilizing this leave shall be granted all rights and benefits provided under the Federal Family and Medical Leave Act of 1993.

F. Severance Pay

1. In accordance with O.R.C. §124.39, the Board extends severance pay to classified employees who qualify for and receive disability or service retirement from an Ohio State retirement system when leaving the employ of this Board.
2. Payment shall be computed on the employee's hourly rate of pay as set forth in Appendices B-D at retirement and shall be in a one-time lump payment for one-fourth (1/4) of the value of accrued but unused sick leave with a maximum of fifty-eight (58) days for the 2014-15, 2015-16, and 2016-17 school years. Said payment eliminates all sick leave accrued but unused by the employee at the time payment is made.

3. Payment will be given to the employee within sixty (60) days after receipt of his/her last regular salary check and shall be signed for, certifying all eligibility criteria have been met.
4. Employees shall become eligible for severance pay after ten (10) years of employment with the State, any political subdivision of it, or any combination thereof.

G. Workers' Compensation

1. All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred as a result of or arising out of their employment.
2. Any employee may select to use his/her accumulated sick leave in conjunction with the medical benefits under Workers' Compensation but cannot receive both sick leave and wage reimbursement under Workers' Compensation. An employee who elects to use sick leave pending approval of a claim, may re-purchase all or part of sick leave used upon approval of the claim by Workers' Compensation.
3. The Treasurer shall provide appropriate forms and assume all responsibility to see that the forms are filed immediately.

**ARTICLE XIV – FRINGE BENEFITS**

A. Health and Medical Benefits

The parties understand that certain benefits, terms, conditions, limitations, and exclusions in this Plan will be amended to comply with the requirements of the Federal Health Care reform legislation, the Patient Protection and Affordable Care Act of 2010 ("PPACA"). As a result, except where this Plan provides a better benefit, the parties agree to those mandatory provisions, which shall be incorporated by reference.

1. Premium Payments
  - a. The Board will pay ninety-four percent (94%) of the premium for full-time and fifty percent (50%) of the premium for part-time employees during the term of this contract for single coverage and family coverage, whichever coverage is designated by the employee. Employees, both full-time and part-time, employed prior to July 1, 2013, shall retain the same level of coverage except as modified by this agreement.
  - b. An Internal Revenue Service (IRS) Section 125 Plan covering premiums only for the district's group health insurance plan shall be implemented on a mandatory basis at Board expense.

2. Pre-Admission Certification and Limitations Applicable to Hospital Expense Benefits

- a. When a physician schedules an elective hospital admission, the employee and his/her physician are required to complete the pre-admission review procedural requirements prior to admission.
- b. For non-emergency hospital admissions (admissions which are scheduled at least forty-eight (48) hours in advance) the Pre-Admission Certification must be obtained prior to the actual admission to the hospital.
- c. For emergency hospital admissions (admissions which are not scheduled at least forty-eight (48) hours in advance) the Pre-Admission Certification must be obtained within forty-eight (48) hours of the actual admission to the hospital.
- d. No benefits will be payable for additional days in the hospital not certified as "medically necessary."
- e. The employee and/or physician are notified if the admission is authorized or denied. If approved, they are also notified of the number of days of confinement authorized. If additional days are required, the Pre-Admission Review Center is again notified and additional days are approved or denied based on the medical necessity of the additional days of confinement.
- f. If the admission is not authorized, the Pre-Admission Review Center will furnish the reason for denial and suggest admission alternatives, such as out-patient programs.
- g. If a covered person does not receive the authorization in accordance with these guidelines, or if he/she is admitted after having received a denial of in-patient confinement days, the employee shall be responsible for the first Fifteen Hundred Dollars (\$1,500.00) of non-pre-authorized charges.

3. Non-Weekend Admissions to Hospital

The plan will not provide any benefits under the base or major medical benefits section of the plan for services or supplies provided by or relating to an in-patient hospital admission occurring on Friday, Saturday or Sunday, and are not rendered because of an emergency admission, or a scheduled surgery to be performed on the day following admission.

4. A maximum of One Thousand Dollars (\$1,000.00) per person per year will be paid for chiropractic treatments and/or chiropractic care.

5. A maximum lifetime benefit per person will be paid for in-patient and out-patient psychiatric treatment; and the lifetime benefit per person will be paid for in-patient and out-patient substance abuse coverage.

6. Newly Hired Employees

For any newly hired employee or his/her dependents who enroll for any insurance coverage on or after the effective date of this Agreement, a pre-existing condition exclusion shall be in effect. A pre-existing condition exclusion means that if a new employee or his/her dependents incur expenses for a condition for which he/she had treatment within ninety (90) days prior to his/her enrollment date, no benefits will be paid until the earliest of:

- a. Ninety (90) consecutive days ending after the initial date of enrollment during which the employee received no medical care or treatment for the pre-existing condition; or
- b. After a period of twelve (12) consecutive months from the initial enrollment date.

7. GARAWAY LOCAL SCHOOL DISTRICT  
SUMMARY OF MEDICAL INSURANCE SPECIFICATIONS

	<u>In Network</u>	<u>Out-of-Network</u>
Hospital Services	90% after deductible	80% after deductible
Physician Services		
Office Visits	90% after deductible	80% after deductible
Surgery in office	100% no deductible	90% no deductible
Surgery in hospital	100% no deductible	90% no deductible
All Other Eligible Services	90% after deductible	80% after deductible
Plan Deductible (Annual)		
Per Person	\$100	\$200
Per Family	\$200	\$400

Out-of-Pocket Limit

Per Person	\$250	\$750
Per Family	\$500	\$1,000

B. Life Insurance

1. An Eighteen Thousand Dollar (\$18,000.00) term life insurance policy for all full-time employees and Nine Thousand Dollar (\$9,000.00) term life insurance policy for all part-time employees who work at least one-half (½) time will be provided at Board expense.
2. Individuals employed by the Board prior to July 1, 2013, shall continue to receive life insurance coverage at the same rate received prior to July 1, 2013.

C. Dental Insurance

1. The Board shall pay eighty-nine percent (89%) of the cost for full-time employees and fifty percent (50%) of the cost for part-time employees of a group dental insurance plan providing usual, customary, and reasonable (UCR) coverage. The plan shall be equivalent to the plan in effect on the current negotiated contract.
2. For employees hired, prior to July 1, 2013, the Board shall continue dental coverage at the same level prior to July 1, 2013.

D. Vision Insurance

1. The Board will pay eighty-nine percent (89%) of the composite rate of the Vision Insurance Plan II for full-time employees and fifty percent (50%) of the premium for part-time employees. For employees hired prior to July 1, 2013, the Board shall continue vision coverage at the same level prior to July 1, 2013.

2. Group Vision Services

Plan II – (Exam and lenses once every twelve (12) months; frames once every twenty-four (24) months)

Deductibles:

Exam	\$10.00
Materials	None

Reimbursement Schedules  
(Pre-deductible Allowances)

Plan II

Professional Fees

Vision Examination \$30.00

Materials Pair

Lenses:

Single Vision	\$25.00
Bifocals	\$40.00
Trifocals	\$50.00
Lenticular	\$80.00

Frames: \$25.00

Contact Lenses:

(In lieu of all other plan benefits for that frequency period)

Necessary	\$175.00
Cosmetic	\$ 80.00

E. General Insurance Provisions

A discount prescription drug program will be implemented.

1. The Board shall have the right to select the insurance carrier, to become self-insured, or to participate in a self-insurance plan or insurance consortium without negotiating the carrier of any insurance coverage with the Association.
2. Any change in carrier, method of insuring, or participation in any insurance consortium during this contract shall provide benefits equivalent to those in effect as of the current negotiated contract.
3. All positions shall be classified, for insurance purposes, as follows:
  - a. Full-time position: A position requiring twenty (20) hours or more per week;
  - b. Part-time position: A position requiring less than twenty (20) hours per week.
4. It shall be the responsibility of the employee to notify the Board Treasurer, in writing, of any change in dependency status.

5. A new employee must complete a minimum of a thirty (30) day waiting period from the date of his/her employment before inclusion under the insurance programs provided by the Board.
6. Upon termination of employment from the Board, the employee shall also be terminated from insurance programs. All eligible employees have the option to continue coverage in accordance with law.

F. Mileage

The Board shall reimburse employees acting as either an agent of the Board or for the Board at the current approved Internal Revenue Service (IRS) rate. Said adjustments shall not be retroactive.

G. Physical Examination

Upon request of the Board, employees must submit to a physical examination. They must be examined by a licensed physician chosen by the Board and a written certificate stating the results of the examination must be filed with the Board. Any expenses incurred shall be the responsibility of the Board.

H. Authorized Payroll Deductions

1. Authorized deductions from employee payroll checks shall be provided by the Board at no cost to the employee for: United Way, Tuscarawas County School Employees Credit Union, tax sheltered annuities as approved by the Board, and Public Employees Organized to Promote Legislative Equality (PEOPLE). Deductions will be transmitted by the Treasurer of the Board within five (5) working days following the last pay date of the month except that Credit Union deductions will be transmitted within three (3) working days following each payday.
2. The employer agrees to deduct from the wages of any employee who is a member of the Association a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Association. The employer agrees to remit any deductions made pursuant to this provisions promptly to the Association together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted from the period covered by the remittance.

I. Pay Period

Salary payments shall be made in approximately equal amounts bi-weekly on Fridays. Employee pay shall be directly deposited into their bank electronically and notification of direct deposit shall be through employee email accounts.

J. Association Dues

1. All employees in the bargaining unit covered by this contract who are members of the Union on the date the contract is signed and all other employees in such bargaining unit who become members of the Union at any time in the future shall, for the term of this contract, continue to be members of the Union, and the Board shall not honor dues deduction revocations from such employees.
2. The Treasurer of the Board shall deduct from the employees' pay all State and local dues deductions. The Union 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 twelve (12) equal installments beginning in October and ending in March. Deductions shall continue from year to year at the then current rate unless specifically notified by the employee.
3. The Board Treasurer shall forward to the Union State Treasurer the amount of State dues along with a complete description by name and amount for each employee. A copy of this description shall be forwarded to the local Treasurer.

K. Vacation

In accordance with O.R.C. §3319.084, any full-time employee, after one (1) year of service with the Board, shall be entitled to two (2) calendar weeks vacation leave per year with full pay, excluding legal holidays. When an employee has served the Board for ten (10) years, the vacation leave will be three (3) weeks, and four (4) weeks vacation leave will be granted for twenty (20) years of service. In order for an employee to qualify as full-time, he/she must be in service not less than eleven (11) months in each calendar year. Vacation leave may be taken at a time that is mutually agreeable between the employee and the Superintendent.

**ARTICLE XV – SERS SALARY REDUCTION PICK-UP**

- A. The Treasurer of the Garaway Local School District Board of Education shall contribute to the Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such classified employees.
- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pick-up" of the SERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said

employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable; subject to applicable payroll deductions to said employee.

- C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- D. The Board shall compute and remit its employer contributions to SERS based upon the total annual salary, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- E. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
- F. The "pick-up" shall be a uniform percent for all classified employees and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. This provision shall be effective and the "pick-up" shall apply to all payroll payments made to members of the bargaining unit.
- H. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this Section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this Section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

#### **ARTICLE XVI – BUS DRIVER TESTING AND LICENSING**

- A. The Board shall reimburse bus drivers for all testing, training fees, and licensing fees necessary to renew a CDL license or maintain Bus Driver certification.
- B. In the event that an employee is not successful in passing the Commercial Drivers License examination, the employee will be placed on an unpaid leave for a period up to six (6) months. If the employee has not successfully passed said examination during the six (6) month period, the employment contract of said employee shall be deemed terminated.

**ARTICLE XVII – WAGE RATE SCHEDULES**

- A. The hourly wage rate for all members of the bargaining unit for the 2014-15, 2015-16, and 2016-17 school years shall be in accordance with the wage rate schedule appearing in Appendix B of this Agreement.
- B. Longevity will be paid in the second payroll of June. Employees who work a partial year will receive the amount prorata.
- C. The Board proposes a 2.0% increase for the 2014-15, 1.75% for the 2015-16, and 1.75% for the 2016-17 school years.

**ARTICLE XVIII – CUSTODIAN PROVISIONS**

- A. A maximum of four (4) years may be granted for previous custodial experience.
- B. Where there are two (2) or more custodians assigned to a building, the head custodian shall receive extra pay to head and plan the work in accordance with the schedule below. If the head custodian has only part-time help, he/she shall also receive additional pay in accordance with the following schedule:

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-2017</u>
Head Custodian Additional Pay – Two or more Custodians assigned to a building.	\$664.00	\$676.00	\$688.00
Head Custodian Additional Pay – Only part-time help	\$393.00	\$400.00	\$407.00

- C. Custodians rendering services during non-regularly scheduled work hours to organizations renting District facilities will be paid through the District’s payroll at the custodian’s regular overtime rate.

D. Longevity Pay

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-2017</u>
15-19 Years in the Garaway District for full-time employees	\$661.00	\$673.00	\$685.00
20 or more years in the Garaway District for full-time employees	\$1,060.00	\$1,079.00	\$1,098.00

- E. Building Checks – Shall be performed as directed by the Board and shall be defined as one (1) hour of pay per building check.

**ARTICLE XIX – BUS DRIVER PROVISIONS**

- A. Total salary shall be determined by multiplying the hourly rate by the total number of actual minutes driven (as approved by the transportation supervisor) on morning and evening runs plus one-half (½) hour each day for warm-up, cleaning, pre-trip inspections and maintenance of the bus in accordance with Ohio law.
- B. Bus routes will not be rebid unless changes in a route results in a loss of insurance benefits or time increases in a route would allow for a senior driver to acquire insurance benefits by rebidding. The bidding process will stop at the point no other drivers would lose or acquire insurance benefits due to rebidding the route. Bidding shall be by classification, rotating seniority, starting with the most senior driver affected.
- C. Bus drivers will be compensated at regular hourly rates for delivery and pick-up time to the bus garage if such time is with the prior knowledge and approval of the transportation supervisor. Bus drivers will be compensated at regular hourly rates for breakdown time.
- D. All bus trips other than regularly scheduled routes shall be offered to regular drivers on the basis of rotating classification seniority within the District at Eleven Dollars and Thirty-Eight Cents (\$11.38) per hour for the 2014-2015 school year, Eleven Dollars and Fifty-Eight Cents (\$11.58) per hour for the 2015-2016 school year, and (\$11.78) per hour for the 2016-2017 school year paid from the time the driver picks up the bus from its location at school until they are returned to the same location. Fifteen minutes shall be added if a pre-trip inspection of the bus is mandatory, and fifteen minutes shall be added for required clean-up time. Regular drivers will be given an opportunity to drive before a substitute. When a bus trip conflicts with a driver’s regular route, they shall have the opportunity to take the trip, with the understanding that they shall be paid the trip rate for the time docked on the regular run. If a driver turns down an extra trip due to a previous bus assignment, they will not rotate to the bottom of the extra trip list.

E. Longevity Pay:

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-2017</u>
15-19 Years in the Garaway District for full-time morning and evening routes	\$333.00	\$339.00	\$345.00
20 or more years in the Garaway District for full-time morning and evening routes	\$528.00	\$537.00	\$546.00

- F. Drug/alcohol testing for school bus drivers procedure is located at Appendix C.
- G. School vans may be used if fourteen (14) participants or less are involved in the Board-approved event. This does not prohibit volunteers from transporting children to the event.

- H. Shuttle trips less than 60 minutes will not count towards a trip taken. A driver will not rotate to the bottom on the list if they accept or reject a trip.
- I. Bus drivers will be compensated annually for a maximum of four (4) hours at the driver's base hourly wage rate for the purpose of completing route sheets and the roster. Route sheets, rosters, and time sheets will be submitted to the Central Office within two (2) weeks after the opening day of school. Payment will be made on the first payroll in October.

**ARTICLE XX – TEACHER AIDE PROVISIONS**

- A. New employees coming into the system may receive up to three (3) years credit for previous experience.
- B. Work days shall correspond with school year calendar as established by the Board while children are in session.
- C. Working hours as approved by the Superintendent with a thirty (30) minute lunch period.
- D. Teacher Aides who obtain additional training/certification that complies with the No Child Left Behind Act will, upon notification to the Superintendent, be reimbursed up to \$40.00 for the cost of certification or training.

E. Longevity Pay

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-2017</u>
15-19 Years in the Garaway District for full-time employees	\$563.00	\$573.00	\$583.00
20 or more years in the Garaway District for full-time employees	\$958.00	\$975.00	\$992.00

**ARTICLE XXI – SECRETARY PROVISIONS**

- A. New employee coming into the system may receive up to three (3) years credit for previous experience.
- B. Two (2) years Credit may be given for one (1) year's office training beyond high school.
- C. Work days shall correspond with school year calendar as established by the Board.
- D. Working hours as approved by the Superintendent with a 45-minute lunch period.

E. Longevity Pay (7¼ Hour Employees):

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-2017</u>
15-19 Years in the Garaway District	\$540.00	\$549.00	\$559.00
20 or more years in the Garaway District	\$934.00	\$950.00	\$967.00

F. Longevity Pay (8 Hour Employees):

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-2017</u>
15-19 Years in the Garaway District	\$661.00	\$673.00	\$685.00
20 or more years in the Garaway District	\$1,034.00	\$1,052.00	\$1,070.00

**ARTICLE XXII – CAFETERIA PROVISIONS**

- A. The maximum cafeteria work year includes the school year plus three (3) days preparation and/or clean-up. (184 days)
- B. If the Head Cook is absent for more than five (5) days, then a previously designated cook shall assume the responsibilities and compensation of the Head Cook until such time as the Head Cook returns. If the absent Head Cook is employed at a school with less than two (2) full-time cafeteria people, the part-time person shall receive cook's wages for the first five (5) days of the Head Cook's absence, then be compensated at the Head Cook's rate thereafter.

C. Longevity Pay

	<u>2014-15</u>	<u>2015016</u>	<u>2016-2017</u>
15-19 Years in the Garaway District for 6-hour employees	\$501.00	\$510.00	\$519.00
20 or more years in the Garaway District for 6-hour employees	\$798.00	\$812.00	\$826.00

D. Certification Provisions

1. Cafeteria Employees

All new cooks shall complete the Sanitation Safety Training course within the first two years of employment. Cooks shall be reimbursed up to \$150 for the cost

of this Sanitation Safety Training when proof of training is presented to the Superintendent.

Cafeteria employees who wish to become fully certified by the School Nutrition Association shall give notification to the Superintendent. The employee shall receive a lump sum incentive payment of Fifteen Dollars (\$15.00) for becoming fully certified plus Five Cents (\$.05) per hour increase. Payment is effective from the time certification is presented to the Superintendent. Upon timely fulfillment of recertification requirements, the employee shall receive a lump sum incentive payment of Fifteen Dollars (\$15.00) and the Five Cents (\$.05) per hour increase will remain in effect.

The Board shall reimburse the employee for dues to the School Nutrition Association.

- E. Cafeteria employees rendering services during non-regularly scheduled work hours to organizations renting District facilities will be paid through the District's payroll at the cafeteria employee's regular overtime rate.

#### **ARTICLE XXIII – BUS TECHNICIAN/ON BUS INSTRUCTOR**

The Bus Technician/On Bus Instructor will assist the Superintendent with the transportation program, repairs, bidding, inspection, as well as attending transportation meetings for the District on an as needed basis and will be paid at Step 15 of the bus driver wage schedule.

#### **ARTICLE XXIV – DURATION OF AGREEMENT**

- A. The Board shall provide a copy of the Agreement for all employees of the school district. A copy will be provided to any new employee.
- B. This contract supersedes and cancels all previous Agreements, verbal or written, between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- C. Duration

The effective dates of this contract shall be July 1, 2014 through June 30, 2017.

ARTICLE XXV – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 12 day of May, 2014.

FOR THE BOARD:

By Robert J. Clem  
President, Board of Education

By Jessie Alberts  
Superintendent

By Dale O. Hahn  
Treasurer

By Jan Relfs  
Negotiating Team Member

By Robert E. ...  
Negotiating Team Member

FOR THE UNION:

By Kevin R. ...  
President, OAPSE Chapter #11

By Michael D. Feltz  
Negotiating Team Member

By Jerry L. Puerner  
Negotiating Team Member

By Richard C. Zimmerman  
Negotiating Team Member

**GARAWAY LOCAL SCHOOL DISTRICT  
OAPSE GRIEVANCE FORM-LEVEL**

Grievant's Name: \_\_\_\_\_

Grievant's Building Assignment: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Date of Initial Formal Filing: \_\_\_\_\_

Level Grievance Initiated: \_\_\_\_\_

Statement of Grievance:

Remedy Sought:

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Received by (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

All prior Grievance Forms and Administrative/Board decisions related to this grievance must be attached to this form when the grievant appeals the grievance to the next level. A copy of the decision must be sent to the Union President at the time the decision is sent to the grievant.

**GARAWAY LOCAL SCHOOL DISTRICT  
CLASSIFIED WAGE SCHEDULE EFFECTIVE JULY 1, 2014  
2.0%**

Years Exp.	Bus Driver	Teacher Aide	Cook	Head Cook	Cafeteria Manager	Secretary	Custodian	Van Driver
0	16.90	11.91	11.58	12.44	14.30	12.07	14.49	11.58
1	17.22	12.11	12.04	12.56	14.30	12.25	14.78	12.04
2	17.51	12.25	12.19	12.72	14.30	12.50	15.01	12.19
3	17.95	12.83	12.50	13.08	14.41	13.11	15.54	12.50
4	18.26	13.16	12.74	13.27	14.41	13.47	15.84	12.74
5	18.54	13.46	12.92	13.46	14.41	13.84	16.08	12.92
6	18.70	13.97	13.24	13.83	14.52	14.30	16.41	13.24
7	18.70	14.30	13.24	13.83	14.52	14.64	16.63	13.24
8	18.70	14.71	13.24	13.83	14.52	14.94	16.92	13.24
9	18.70	15.06	13.24	13.83	14.52	15.25	17.17	13.24
10	18.84	15.37	13.33	13.95	14.63	15.76	17.44	13.33
11	18.84	15.72	13.33	13.95	14.63	16.11	17.75	13.33
12	18.84	15.98	13.33	13.95	14.63	16.50	17.75	13.33
13	18.84	15.98	13.33	13.95	14.63	16.78	17.75	13.33
14	18.84	15.98	13.33	13.95	14.63	17.18	17.75	13.33
15	18.84	15.98	13.33	13.95	14.63	17.18	17.75	13.33

**GARAWAY LOCAL SCHOOL DISTRICT  
CLASSIFIED WAGE SCHEDULE EFFECTIVE JULY 1, 2015  
1.75%**

Years Exp.	Bus Driver	Teacher Aide	Cook	Head Cook	Cafeteria Manager	Secretary	Custodian	Van Driver
0	17.20	12.12	11.78	12.66	14.55	12.28	14.74	11.78
1	17.52	12.32	12.25	12.78	14.55	12.46	15.04	12.25
2	17.82	12.46	12.40	12.94	14.55	12.72	15.27	12.40
3	18.26	13.05	12.72	13.31	14.66	13.34	15.81	12.72
4	18.58	13.39	12.96	13.50	14.66	13.71	16.12	12.96
5	18.86	13.70	13.15	13.70	14.66	14.08	16.36	13.15
6	19.03	14.21	13.47	14.07	14.77	14.55	16.70	13.47
7	19.03	14.55	13.47	14.07	14.77	14.90	16.92	13.47
8	19.03	14.97	13.47	14.07	14.77	15.20	17.22	13.47
9	19.03	15.32	13.47	14.07	14.77	15.52	17.47	13.47
10	19.17	15.64	13.56	14.19	14.89	16.04	17.75	13.56
11	19.17	16.00	13.56	14.19	14.89	16.39	18.06	13.56
12	19.17	16.26	13.56	14.19	14.89	16.79	18.06	13.56
13	19.17	16.26	13.56	14.19	14.89	17.07	18.06	13.56
14	19.17	16.26	13.56	14.19	14.89	17.48	18.06	13.56
15	19.17	16.26	13.56	14.19	14.89	17.48	18.06	13.56

**GARAWAY LOCAL SCHOOL DISTRICT  
CLASSIFIED WAGE SCHEDULE EFFECTIVE JULY 1, 2016  
1.75%**

Years Exp.	Bus Driver	Teacher Aide	Cook	Head Cook	Cafeteria Manager	Secretary	Custodian	Van Driver
0	17.50	12.33	11.99	12.88	14.80	12.49	15.00	11.99
1	17.83	12.54	12.46	13.00	14.80	12.68	15.30	12.46
2	18.13	12.68	12.62	13.17	14.80	12.94	15.54	12.62
3	18.58	13.28	12.94	13.54	14.92	13.57	16.09	12.94
4	18.91	13.62	13.19	13.74	14.92	13.95	16.40	13.19
5	19.19	13.94	13.38	13.94	14.92	14.33	16.65	13.38
6	19.36	14.46	13.71	14.32	15.03	14.80	16.99	13.71
7	19.36	14.80	13.71	14.32	15.03	15.16	17.22	13.71
8	19.36	15.23	13.71	14.32	15.03	15.47	17.52	13.71
9	19.36	15.59	13.71	14.32	15.03	15.79	17.78	13.71
10	19.51	15.91	13.80	14.44	15.15	16.32	18.06	13.80
11	19.51	16.28	13.80	14.44	15.15	16.68	18.38	13.80
12	19.51	16.54	13.80	14.44	15.15	17.08	18.38	13.80
13	19.51	16.54	13.80	14.44	15.15	17.37	18.38	13.80
14	19.51	16.54	13.80	14.44	15.15	17.79	18.38	13.80
15	19.51	16.54	13.80	14.44	15.15	17.79	18.38	13.80

## DRUG/ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

School bus drivers who operate a motor vehicle requiring a commercial driver's license are subject to a drug and alcohol testing program that fulfills the requirements of the federal regulations.

District personnel will adhere to the detailed provisions of federal regulations in administering the districts drug and alcohol program.

References to tests in these regulations include both drug and alcohol tests unless the context specifies otherwise. The terms drugs and controlled substances are interchangeable and have the same meaning. Drugs refer to marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines (including methamphetamines).

### Pre-Employment Tests (Drugs only)

Tests will be administered before a driver performs any safety-sensitive functions for the district.

The tests will be required of an applicant only after he has been offered the position. Employment with the district is conditional upon the applicant receiving a negative drug test result.

Exceptions may be made if the driver has had an alcohol test administered in accordance with federal regulations within the previous six months and the district insures that no prior employer of whom the district has knowledge has records showing a violation of the alcohol use rules within the past six months.

An employee also may be exempt from the pre-employment drug test if he has participated in a drug testing program within 30 days prior to the application for employment and while participating in that program either was tested for drugs within the last six months (from date of application) or participated in a random drug testing program in the previous 12 months, provided that the district has been able to make all verifications required by law.

### Post-Accident Tests

Alcohol and controlled substance tests will be conducted in the time limits imposed by the federal regulations after an accident on any driver who:

1. Was performing safety-sensitive functions with respect to the vehicle if the accident involved loss of human life.
2. Received a citation under state or local law for moving traffic violation arising from the accident.

3. Or if any vehicle sustained disabling damage or medical treatment away from the scene of the accident was obtained. Any towing qualifies as disabling damage.

No driver involved in an accident may use alcohol for eight hours after the accident or until after he undergoes a post-accident alcohol test, whichever comes first.

If an alcohol test is not administered within two hours or if a drug test is not administered within 32 hours after the accident, the district will prepare and maintain records explaining why the test was not conducted.

Breath tests will validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations.

#### Random Tests

Tests can be conducted on a random basis at unannounced times throughout the year. Once notified of selection for drug testing, a driver must proceed to a collection site to provide a urine specimen.

Drivers will be selected by a scientifically valid random process, and each driver will have an equal chance of being tested each time selections are made. The number of bus drivers selected for random testing will be in accordance with federal regulations.

Tests must be conducted when a properly-trained (properly trained means having undergone the required training under Federal Rules) supervisor or administrator has reasonable suspicion that the driver has violated the district's alcohol or drug prohibitions.

#### Reasonable Suspicion Tests

A properly trained supervisor or administrator who makes a finding of reasonable suspicion also must make a written record of his observations leading to a reasonable suspicion drug test within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier. Reasonable suspicion tests may only be conducted just before, during or just after the time when the driver is performing safety-sensitive functions.

#### Return-to-Duty Tests

A drug or alcohol test will be conducted when a driver who has violated the district's drug or alcohol prohibition returns to performing safety-sensitive duties.

Employees whose conduct involved misuse of drugs may not return to duty in a safety-sensitive function until the return-to-duty drug test produces a verified negative result.

Employees whose conduct involved alcohol may not return to duty in a safety-sensitive function until the return-to-duty alcohol test produces a verified result that meet federal and district standards.

### Follow-Up Tests

A driver who violated the district's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem will be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law. Follow-up alcohol testing will be conducted just before, during or just after the time when the driver is performing safety-sensitive functions.

### Records

Employee drug and alcohol test results and records will be maintained under strict confidentiality and released only in accordance with law. Upon written request, a driver will receive copies of any records pertaining to his use of drugs or alcohol, including any records pertaining to his drug or alcohol tests. Records will be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver.

### Notifications

Each driver will receive educational materials that explain the requirements of Code of Federal Regulations, Title 49, Part 382, together with a copy of the district's policy and regulations for meeting these requirements. Representatives of employee organizations will be notified of the availability of this information. The information will identify:

1. The persons designated by the district to answer driver questions about the materials.
2. Categories of drivers who are subject to the drug and alcohol testing requirements.
3. Sufficient information about the safety-sensitive functions performed by drivers to make clear for what period of the work day driver compliance is required.
4. Specific information concerning driver conduct that is prohibited.
5. Circumstances under which a driver will be tested for drugs and/or alcohol.
6. Procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of test results and insure that test results are attributed to the correct driver.
7. The requirement that a driver submit to drug and alcohol tests administered in accordance with federal regulations.
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences.

9. Consequences for drivers found to have violated the drug and alcohol prohibitions including the requirement that the driver be removed immediately from safety-sensitive functions and the procedure for referral, evaluation and treatment.
10. Consequences for drivers found to have alcohol concentration of 0.02 or greater but less than 0.4.
11. Information concerning the effects of drugs and alcohol on an individual's health, work and personal life; external and internal signs and symptoms of a drug or alcohol problem, and available methods of intervening when a drug or alcohol problem is suspected including confrontation, referral to an employee assistance program and/or referral to administrative officials.
12. Supervisors and Administrators who have received necessary training to make a reasonable suspicion determination.

Each driver must sign a statement certifying that he has received a copy of the above materials.

The district will inform drivers before drug and alcohol tests are performed.

The district will notify a driver of the results of a pre-employment drug test if the driver requests such results within 60 calendar days of being notified of the disposition of his employment application.

The district will notify a driver of the results of random, reasonable suspicion and post-accident drug tests if the test results are verified positive.

#### Enforcement and Assistance

Any driver who refuses to submit to post-accident, random, reasonable suspicion or follow-up tests will not be allowed to perform or continue to perform safety-sensitive functions.

A driver who in any other way violates district prohibitions related to drugs and alcohol will receive from the district the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve drug and alcohol related problems.

#### Prohibited Conduct

The following shall be considered "Prohibited Conduct" for purposes of this policy:

No employee shall report for duty or remain on duty while having an alcohol concentration of 0.020 percent blood alcohol content or greater.

No employee shall be on duty or operate a motor vehicle while the employee possesses alcohol.

No employee shall use alcohol while performing safety-sensitive functions.

No employee shall perform safety-sensitive functions within four (4) hours after consuming alcohol in any form.

No employee required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post-accident alcohol test, whichever occurs first.

No person shall refuse to submit to a post-accident alcohol or drug test, a random alcohol or drug test, a reasonable suspicion alcohol or drug test, or a follow-up alcohol or drug test.

No employee shall report for duty or remain on duty when the employee uses any controlled substance, except when the use is prescribed by a physician who has advised the employee that the substance does not adversely affect the employee's ability to operate a motor vehicle.

#### Drug Urinalysis

Drug testing will be performed through urinalysis. Urinalysis will test for the presence of metabolites of the following controlled substances: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, (5) phencyclidine (PCP).

Negative test results shall be reported to the employer.

An employee testing positive may make a request to have the secondary vial tested.

Alcohol tests will be performed using an evidential breath testing device.

In the event that an employee, on the basis of the evidential breath test, has a blood-alcohol content of .02 to .0399, the employee shall be removed from duty for 24 hours or until their next scheduled on-duty time, after completion of the 24 hour out-of-service period, whichever is longer. The employee may be subject to disciplinary action for failure to perform job duties, as specified below. Tests indicating a blood alcohol concentration of .04 or over is considered prohibited conduct which will result in the employee being removed from his/her position of operating or being near a vehicle or performing safety-sensitive functions. A test result of .04 or over may result in disciplinary action up to and including termination.

#### Discipline

Discipline resulting from a violation of the alcohol and controlled substance policies could result in suspension and/or termination. All results are subject to the Grievance and Arbitration Procedure.

Other than the random testing, the employer shall make all reasonable efforts to afford employees the right to Union Representation whenever an employee is directed to submit to an alcohol or controlled substance test.

All controlled substance testing shall be conducted in accordance with federal testing guidelines and be performed by a laboratory that is federally certified to conduct urinalysis for the purpose of drug testing.

All time spent administering an alcohol or controlled substance test, including travel time, will be paid at the employees regular rate of pay, or at their overtime rate, if applicable. Any employee that tests positively (and is not allowed to return to work because of Federal Guidelines) will not be compensated for lost time. If a positive test is shown to be in error, the employer will pay for time off work. The employer will pay all costs associated with testing according to Federal Guidelines. All re-tests, second tests, and/or testing of the "split specimen" at a Federal Certified Laboratory will be paid by the employee. Again, if a positive test is shown in error, the employer will reimburse the employee.

It is the desire of the Board of Education to create a safe environment for the students and employees. Therefore, the intent of this policy is to follow Federal Guidelines and create a positive atmosphere for everyone.

In-service to all affected employees will be provided as soon as possible.

\_\_\_\_\_  
For OAPSE Local #011

\_\_\_\_\_  
For Garaway Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Pepple & Waggoner, Ltd.**

ATTORNEYS AT LAW

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Writer's e-mail:  
dlautar@pepple-waggoner.com

May 23, 2014

**VIA ELECTRONIC MAIL ONLY**

Office of the Clerk  
State Employment Relations Board  
65 East State Street, 12th Floor  
Columbus, OH 43215-4213

Re: Garaway Local School District Board of Education and  
Ohio Association of Public School Employees Local 11/AFSCME/AFL-CIO  
SERB Case No. 2014-MED-02-0216  
Our File No. 669-1-14

Gentlemen:

Enclosed herewith please find the executed Negotiated Agreement between the above-captioned parties. This Negotiated Agreement is filed pursuant to OAC §4117-9-07.

Thank you for your assistance in this matter.

Very truly yours,



Daniel L. Lautar

DLL/dlm  
Enclosure

cc: Ms. Teresa Alberts, Superintendent (w/o enclosure)  
Mr. Dale Hluch, Treasurer (w/o enclosure)  
Kevin J. Locke, Esq. (w/o enclosure)