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COLLECTIVE BARGAINING AGREEMENT

between the

TIFFIN CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL #570, AFSCME, AFL-CIO

July 1, 2014 to June 30, 2017

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PREAMBLE

This Agreement entered into by the Tiffin City School District Board of Education, Seneca County, Ohio, hereinafter referred to as the "Board or Employer," and the Ohio Association of Public School Employees Local #570, AFSCME, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the mutual satisfactory relationship between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences which may arise; the establishment of wages, hours and other terms and conditions of employment and to comply with the requirements of Chapter 4117 of the Ohio Revised Code.

ARTICLE I - RECOGNITION

The Board recognizes the Union, as the sole and exclusive bargaining representative for the bargaining unit.

- A. The bargaining unit shall include employees working in a regular contracted position in the following classifications:

Food Service Department:	Department Head
	Assistant Department Head
	General Worker
	Food Truck Driver

- B. Positions specifically excluded from the bargaining unit include:

1. Transportation Supervisor
2. Assistant Transportation Supervisor
3. Bus Drivers
4. Food Service Supervisor
5. Food Service Department Secretary
6. All custodians
 7. Secretaries
 8. Aides
 9. Substitutes (non-contracted employees working on an intermittent basis)
 10. All certificated personnel
 11. Confidential, supervisory, and management level personnel
 12. All other positions not specifically included

ARTICLE II - NEGOTIATIONS PROCEDURE

- A. Subjects of Negotiations - Negotiable issues will be all matters pertaining to wages, hours, and terms and conditions of employment.

B. Representation - The Board and the Union shall each designate a bargaining team of up to four (4) members, which may include a professional negotiator if so desired. Each team may also have two (2) observers present.

C. Directing Requests - Either party desiring to open negotiations to modify this agreement shall notify the other party in writing not earlier than one hundred and twenty (120) days and not later than sixty (60) days prior to the expiration of this agreement. Notification in writing from the Union shall be addressed to the Superintendent and from the Board shall be directed to the President of the Union.

D. Negotiation Meetings

1. The parties agree to exchange, upon reasonable request, all routinely prepared information concerning issues under consideration.

2. Caucus

Either team may request caucuses of up to thirty (30) minutes each during negotiations, unless time is extended by mutual consent.

3. It is the intent of the parties to insure the confidentiality of negotiations.

a. All negotiations meetings shall be held in closed session.

b. News releases or statements to the media shall be issued only by mutual agreement until impasse or final agreement is reached.

c. Tape recorders or other electronic recording devices shall not be permitted at any negotiations meeting.

4. Proposed fully written amendments to this agreement shall be exchanged during the first two negotiations meetings.

5. Once proposals are submitted by both parties, no new items shall be added during the bargaining period unless mutually agreed to by the Union and the Board bargaining teams.

E. Agreement

1. All tentative agreements reached by the parties pertaining to articles or sections shall be reduced to writing and initialed by both parties. Once a tentative agreement is reached, no further discussions shall take place on the issue unless by mutual agreement.

2. When agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted as a complete package

agreement to the Union for its ratification and to the Board for approval. Once ratified by the Union, the Board shall take action within thirty (30) days following the Union's action. If approved, in accordance with the provisions of this Section, this Agreement shall be signed by both parties and shall become a part of the official minutes of the Board. This Agreement shall be binding on both parties.

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

F. Disagreement

1. In the event negotiations are not completed within sixty (60) days following the first meeting, and no further progress can be made, either party may declare impasse. The parties shall request a mediator from the Federal Mediation and Conciliation Service whose rules and regulations will govern the mediation process.

2. The cost of such mediation shall be shared equally by the Board and the Union.

G. General Provisions

1. Upon final approval by both the Union and the Board, two (2) copies of the total agreement shall be signed by the President of the Board and the President of the Union. Both parties shall retain a signed copy of the final agreement which shall be binding on both parties.

2. The Board shall be responsible for typing and the duplication and distribution of the agreement to bargaining unit personnel as well as administrative personnel and Board members. Copies of the agreement will also be provided to new bargaining unit members, and the Union may, at its expense, request additional copies for its use.

3. All present language unless deleted or modified will be incorporated into a successor agreement at such time a successor agreement is ratified and approved.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall be defined as an alleged violation, misinterpretation, or misapplication of the negotiated agreement.

2. A "grievant" shall be defined as any employee, group of employees and/or the Union.

3. The word "days" when used in this section shall mean school days unless otherwise indicated, except during the summer when "day" shall mean weekdays.

B. General Provisions

1. If the grievant does not file a grievance within ten (10) days of the date on which the grievant knew or should have known of the occurrence of the act or condition on which the grievance is based, then the grievance shall be considered waived.

2. Time limits within this Article shall be considered a maximum unless mutual written agreement to extension by the parties is made.

3. If the grievant fails to file within the time limits set forth in the steps below, the grievance shall be waived.

4. Any grievance not answered by the administration within the time limit in that step shall be advanced to the next step.

5. Time limits may be extended by the administration and the local union officials in writing, then the new date shall prevail.

6. A union representative shall be in attendance at all formal steps of the grievance procedure.

7. Grievances shall be filed on the proper grievance form, the grievant shall include the article(s) of the agreement alleged to have been violated.

C. Step Procedures

Step 1- A grievant shall first discuss the grievance with the appropriate immediate supervisor. This meeting shall be on an informal basis and shall be held within ten (10) days following the act which is the basis of the grievance.

Step 2 - If the grievance is not resolved in Step 1, the grievant may file a written grievance with the immediate supervisor within ten (10) days following the Step 1 meeting. The grievant shall be granted a conference to be conducted within five (5) days after the immediate supervisor's receipt of the request. The grievant shall be advised in writing of the time, place, and date of such conference. The immediate supervisor shall address the written grievance within five (5) days after the conclusion of the conference. The action taken shall be reduced in writing and copies sent to the individual, President of the Union, and the Superintendent.

Step 3 - If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent and request a conference. Failure to file such appeal within five (5) days from receipt of the written answer at Step 2 shall constitute a waiver of the right to appeal. Upon request, a conference shall be conducted by the Superintendent within ten (10) days. The Superintendent shall address the grievance in writing within ten (10) days after the conclusion of said conference. Copies of the written answer shall be sent to the grievant, building principal/supervisor and Union President.

Step 4 - If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the aggrieved party, the aggrieved party may appeal the grievance to the Board.

Within ten (10) days of receipt of the written Step 3 disposition, the aggrieved party may appeal the grievance to the Board. The appeal to the Board shall be in writing and filed with the Treasurer of the Board. The Treasurer of the Board shall place the item on the agenda for the next regular meeting of the Board. If it chooses to do so, the Board may conduct a special meeting to deal with the situation. The grievant shall be assured the right to present his/her case and argument with representation before a sub-committee of the Board.

The Board shall act on the appeal no later than the next regular Board meeting following the Board meeting at which the grievance was received. The Board shall notify the aggrieved party in writing of its decision within ten (10) days following the Board meeting during which the decision is made on the grievance.

Step 5 - If a satisfactory answer of the grievance is not made as a result of the procedure provided for in Step 4, the employee, and his/her designated local Union representative, shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) working days from the date of receipt of the Board's response as provided in Step 4 by filing notice with the "Statement of Grievance" attached thereto with the American Arbitration Association, and a copy of the notice served on the administration's representative.

1. It shall be the function of the arbitrator and he/she shall be empowered except as the powers are limited below, after due investigation to make a recommendation to the Board in case of alleged violations outlined in Article III(A)(l) of this Agreement.
2. The arbitrator shall have no powers to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
3. The arbitrator shall have no power to establish salary schedules or change salary schedules.

4. The arbitrator shall have no power to decide any question which, under this Agreement, is solely within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management except as they may be conditioned by this Agreement.

5. In the event that a case is appealed to an arbitrator on which he/she determines he/she has no power to rule, it shall be referred back to the Union with a notification to the administrator without decision or recommendation on its merit.

6. There shall be no appeal from an arbitrator's decision if it is within the scope of the authority as set forth above. It shall be final and binding on the employee or employees involved in the grievance and the administration and the Board.

7. The fees and expenses of the arbitrator shall be borne by the losing party. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses, except where it is agreed that such hearing is during a witness's regular hours of employment.

D. No Reprisal

No reprisal shall be taken by or against any participant involved in the processing of a grievance.

ARTICLE IV - DISCIPLINE

- A. Disciplinary action taken by the Board shall be in accordance with the laws of the State of Ohio and the rules and regulations set forth by Board policy. The Board will provide the Union with an opportunity for comment and input prior to any revision of Board disciplinary rules and regulations.
- B. The supervisor shall investigate the incident prior to beginning any disciplinary action. A Union representative shall be permitted to attend any meeting between the employee and the administration when discipline may result.
- C. In the dispensing of disciplinary measures, the supervisor or administrator shall ordinarily initially impose a verbal or written warning to the employee for any abuse of conduct, violation of rules or regulations, or deficiencies; however, when in the judgment of the supervisor and the Superintendent or his/her designee that other disciplinary action is deemed to be appropriate, that judgment may be made without having first provided the employee with a warning.

- D. Disciplinary action which results in a loss or reduction in pay (e.g., suspension, demotion, etc.) or written warnings which become a part of the employee's official personnel record shall be appealable solely through the grievance procedure.
- E. Employees shall be suspended and/or disciplined only for just cause and in compliance with the progressive discipline procedure set forth below:
 - 1. Oral reprimand - noted in personnel file
 - 2. Written reprimand
 - 3. Three-day suspension without pay
 - 4. Five-day suspension without pay
 - 5. Termination

Based upon the severity of the situation, disciplinary action may warrant deviation from the procedural order.

Only the disciplinary actions of suspension and termination shall be grievable. If a reprimand is the basis for an employee's suspension, then the record of that reprimand can be used in the grievance proceeding.

Any written record of disciplinary action shall be kept in the employee's active personnel file for twelve (12) months after which time it shall be removed.

ARTICLE V - UNION RIGHTS

- A. Authorized OAPSE representatives may transact Union business on school property, provided that said business does not interfere with the performance of contracted duties as determined by the immediate supervisor. Employees are free to meet with Union representatives before and after their assigned workday and during their lunch period. Union representatives must report to the building office during business hours before transacting such business.
- B. Authorized Union representatives shall be defined as the President of Local #570, the Vice President, a grievance committee chairperson, and professional OAPSE employees.
- C. The Union shall by September 15 of each year provide to the Employer an official roster of its local representatives which is to be kept at all times and shall include the following:
 - 1. Name
 - 2. Address
 - 3. Home telephone
 - 4. Immediate Supervisor
 - 5. Union office held

No employee shall be recognized by the employer as a local Union representative until the Union has presented the employer with written certification of that person's selection.

D. The Employer may grant release time to local Union representatives for the following:

1. Consultations with the employer regarding enforcement of this agreement
2. Grievance hearings or disciplinary conferences

E. The Union may make reasonable use of bulletin boards whose primary purpose is the dissemination of employee information.

F. The Union may make reasonable use of the regular school mailboxes.

G. Release Time

The Union President or his/her designee may be granted release time without pay to conduct union business. This time shall include but not be limited to investigating complaints, processing grievances, and visiting worksites. The President/designee shall file a request for said release time a minimum of twenty-four (24) hours prior to the use of release time.

H. Employment Information

The Employer agrees to provide the Union Secretary a copy of all letters of appointment and promotion which would affect the classification of anyone within the bargaining unit. A notice of said appointment, promotion or change of classification shall be made by the Employer by providing the union with the pertinent parts of the minutes of the Board which concern said reclassifications.

Copies of all disciplinary action shall be forthwith provided by the employer to the Union President within three (3) days from action taken, provided that the disciplined employee consents to said release.

The Union President shall receive, upon the submission of written request to the Superintendent/designee, a report of any disciplinary action taken against bargaining unit members. Such report shall be free of any identifying information.

I. Dues Deduction

The Board agrees to deduct Union dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Union Treasurer

monthly together with a list showing the names of the employees and the amount deducted.

Deductions shall be in nine (9) consecutive months or less, beginning with the first pay in October.

Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Treasurer. Dues deduction authorization may be revoked by an employee during a 10-day period ending August 31. Dues deduction authorization not revoked during the 10-day period shall continue for a successive period of one year. Written notice of revocation shall be served upon the Treasurer and State Union Treasurer.

The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.

J. Fair Share Fee

Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer.

Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amount in the same manner as notification of amounts and changes in the amounts of dues deductions.

Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union except that written authorization for deduction of fair share fees is not required.

Fees shall be deducted from the employee's paychecks in eighteen (18) approximately equal installments, beginning with the first pay in October.

The dues of an employee who does not work a full work year shall be prorated accordingly and any balance of dues owed shall be deducted from the employee's last paycheck to the extent funds are available in that check or spread over the remaining pays, as may be the case.

The Board agrees to promptly remit such monies to the State Association Treasurer along with an alphabetical list of employees for whom such deductions have been made and any changes that may have occurred since the previous list.

The Board agrees not to honor any dues deduction authorization executed in favor of any other labor organizations.

The Union agrees to defend and indemnify the Board, its officers and employees, and individual Board members against all claims, demands or causes of action based upon the deduction of dues under this Article.

The Union represents to the Employer that an internal rebate procedure has been established and is in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

K. PEOPLE

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

It is specifically understood the only responsibility the Board and its Treasurer assumes is to deduct the specified contribution as designated by the employee and to forward such amount according to the terms of the Agreement.

ARTICLE VI - LEAVES

A. Sick Leave

Employees (both full-time and part-time) shall continue to be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. This provision supersedes the formula for awarding sick leave to part-time employees that appears in Section 3319.141 of the Ohio Revised Code. Unused sick leave is cumulative to a total of two hundred sixty (260) days.

Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. The term "immediate family" shall mean spouse, child(ren), parent(s), grandchild(ren), or any other dependent or relative living in the same household as the employee.

Sick leave may be used for up to ten (10) days per school year for absence due to the serious illness or injury of an employee's brother, sister, grandparent(s), brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, legal guardian or other person who stands in place of a parent.

If an employee is absent due to death of a close friend or other relative outside the immediate family, absence shall be approved for two (2) school days. If the funeral service the employee is to attend is more than 150 miles from Tiffin, then leave may be extended to a maximum of five (5) school days by the Superintendent if extenuating circumstances justify the extension.

A pregnant employee may use accumulated sick leave for illness/disabilities resulting from her pregnancy and for her period of confinement. If a pregnant employee prefers not to use sick leave, or if she exhausts her accumulated sick leave credit, she may apply for a leave of absence without pay or benefits.

All employees are required to furnish a signed statement to justify the use of sick leave. Forms for this purpose may be obtained from the building principal.

The Treasurer shall notify each employee of the total sick leave accumulation which has been accumulated with each pay.

All new employees shall be advanced five (5) days of sick leave credit after the first day of work.

New employees shall receive credit for sick leave accumulated up to two hundred sixty (260) days in any public school chartered by a State Department of Education or public agencies in Ohio. It will be the responsibility of the new employee to supply the Treasurer with the address of the former employer to secure a certified record of the accumulated sick leave from the former employer.

Personal and Sick Leave Incentive

A full-time employee (one who works at least thirty hours (30) per week) achieving 100% perfect attendance for a full contract year would receive three hundred dollars (\$300.00) at the last pay in June.

The compensation for part-time employees will be pro-rated.

For example: an employee who works five (5) hours per day (twenty-five (25) hours per week) would receive an incentive that is 25/30 (83%) of the full-time incentive; a four (4) hour employee (twenty (20) hours per week) would receive an incentive that is 20/30 (67%) of the full-time incentive.

B. Unrestricted Personal Leave (UPL) Request

1. There shall be no more than three total days of personal leave. Three days may be unrestricted, meaning, the employee does not have to state a reason for his/her absence.
2. Requests for a UPL day must be submitted in writing to the building principal or immediate supervisor at least one week in advance of the date the employee wishes to take as a UPL day.
3. Requests for a UPL day may be made for any contracted day, except:
 - a. The first and last week of school for students.
 - b. School days immediately before or after non-contracted days, holidays, or vacation days, including immediately before or after weekends for those extended vacation periods of more than one day. UPL days may not be used to extend an existing non-contract day, holiday, or vacation day in a school calendar. For example, UPL day will not be granted the Friday before or the Tuesday after Presidents' Day. Nor will a UPL day be granted for the Friday before or the Monday after spring break.
4. Requests for UPL days will be approved up to a maximum of two (2) employees in the total bargaining unit. Requests will be honored on a first come - first serve basis.

C. Assault Leave

Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code, the Board may grant assault leave to a maximum of fifteen (15) working days each year to each covered employee absent due to physical disability resulting from assault under the following conditions:

1. Any employee who must be absent from his/her duties due to a physical disability resulting from an assault while working or in school related activities, on or off the school premises, before, during or after school hours, will be paid his/her full scheduled compensation for the period of the absence. Assault shall be defined as an unlawful attempt to do bodily injury to an employee.
2. The employee shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location, date, time of the assault and names and addresses of witnesses, if known.

3. The employee shall furnish a written, signed statement from a physician as to the nature of the disability, its possible duration, that the disability was a direct result of the assault, and the need to be absent from work.

4. Assault leave shall not be charged against sick leave earned or earnable by the employee.

D. Union Business Leave

The Board agrees to permit two (2) delegates of the Union leave of three (3) days each to attend the OAPSE Annual Conference with continuity of salary.

E. Leave Without Pay

1. A leave of absence without pay for up to one (1) year shall be granted by the Board to members of the staff for the following reasons:

- a. Personal Illness;
- b. Physical or Mental Disability;
- c. Maternity/Paternity/Adoption.

2. At the option of the Board, an employee may be granted a leave of absence for up to one (1) year for the following purposes:

- a. Specialized Experience
- b. Election to Political or Professional Office

c. An employee desiring such leave shall present to the Superintendent a written request stating clearly the reason and purpose of the leave and the desired duration of the leave. When the reason for the leave is personal illness or physical or mental disability, an employee shall also attach a doctor's statement. The Superintendent shall report the request to the Board at the next regular meeting. Without request, the Board may grant a leave of absence because of physical or mental disability.

3. In the case of leaves for maternity, paternity, or adoption, the following conditions shall apply:

- a. Only one (1) leave per family shall be granted per child.

b. The period of time for which such leave is granted shall not cover portions of two (2) different school years unless specific approval of same is granted by the Board.

4. A leave of absence may be extended for up to one (1) additional year by written request presented to the Superintendent and with the approval of the Board.

5. Employees will be reinstated from a leave of absence to the same position (when possible) at any time during the year or will be reinstated at the time agreed upon when the leave was granted. Return to the school system from a leave due to physical or mental disability or illness shall be accompanied by a doctor's statement indicating that the employee is capable of resuming his/her assigned duties.

6. Where the group insurance policy permits, an employee on leave of absence may continue to participate in those benefits which are provided to other employees by payment of the rate under COBRA regulations for such benefits.

F. Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges by law arising out of the exercise of military leave.

G. Professional Meetings

If an employee is absent because of a conference or convention previously approved by the Board or Superintendent, he will receive his regular salary. Approved travel expenses will be paid in those cases where the immediate purpose of the conference is the improvement of the service rendered the school system.

H. Jury Duty

Any employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. Upon submission of documentation to the Treasurer that substantiates the employee's jury duty pay, 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.

I. Family and Medical Leave

The Board agrees to provide leave in accordance with the final rules promulgated under the FMLA.

All paid leave shall be exhausted prior to taking of leave under the FMLA.

A year shall be defined as the twelve (12) month period of time from the last usage of this leave under FMLA by the employee.

Alleged violations of this provision shall be resolved only through Article IV (Grievance Procedure) of this Agreement.

ARTICLE VII - HOLIDAYS

All bargaining unit employees shall receive the following paid holidays:

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

ARTICLE VIII - EMPLOYEE RIGHTS

A. Layoffs

1. When it becomes necessary to reduce the number of employees in the District due to abolition of positions, lack of funds, or lack of work, the following procedures shall govern when layoffs are necessary.
2. The number of people affected by layoff will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire, or otherwise vacate a position.
3. Affected employees shall be laid off according to seniority in the classification. Seniority is defined as uninterrupted length of service with the Board in a particular job classification computed from the date of hire or appointment to their present area of classification. Authorized leaves of absence do not constitute an interruption in service, but will not count towards seniority. In the case of a tie, the tie shall be broken by the flip of a coin.
4. The following classifications shall be used for the definition of classification and area classification seniority:

Food Service Department:	Department Head
	Assistant Department Head
	General Worker
	Food Truck Driver

5. The Board shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classifications of layoff, employees on probation shall be laid off before any regular employee in that classification is laid off.

6. No later than twenty (20) days prior to the effective date of layoffs, the Board shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classification 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:

- a. Reasons for the layoff or reduction
- b. The effective date of layoff
- c. A statement advising the employee of their rights of reinstatement from the layoff.

No later than ten (10) days after the posting of the notice the Union shall notify the Board of any errors on the seniority list.

7. Reinstatement will be in reverse order of the layoff list and shall be made before any new employees are hired into the classification.

8. Vacancies which occur in the classification of layoff shall be offered by registered mail/return receipt to the most senior employee on the layoff list. The employee must respond within seven (7) days or the employee's recall rights shall be deemed waived. If the employee declines the offered employment, then the employee's name shall be removed from the layoff list.

9. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff.

10. Reductions or layoffs shall be on the basis of job classification seniority with the bargaining unit. Job classification seniority shall be defined as an employee's length of service as computed from the employee's most recent date of entry into a bargaining unit job classification.

11. In the event of a reduction or layoff, an employee shall first have the option to bump an employee with less seniority in his/her respective classification of employment. If unable to replace an employee within the employee's classification, he/she may bump an employee in another classification on the basis of seniority provided the employee holds the necessary qualifications, and said position is within the scope of the

bargaining unit. Employees in positions outside the bargaining unit shall not bump into bargaining unit positions.

B. Employment Contracts

1. The District having opted out of civil service, the contracts of employees are governed by Section 3319.081 et seq. of the Ohio Revised Code.
2. New employees will serve a probationary period of thirty (30) work days. The Board shall have the sole discretion in the areas of discipline and discharge with regard to employees during this probationary period, and such actions cannot be reviewed through the grievance procedure.
3. A probationary employee will be evaluated at least once during his/her probationary period. The Board may elect to extend an employee's probationary period for an additional thirty (30) work days.

C. Regular Employees

A regular employee shall be evaluated at least once per year by his/her immediate supervisor.

D. Vacancies

1. A vacancy shall be defined as an opening within a classification or assignment that has been created by a retirement, resignation, death, non-renewal, termination, or a Board approved long-term leave of absence or a new position that the Board has created.

The vacancy shall be posted within five (5) days following said Board determination and the vacancy notice shall be posted for a period of three (3) days.

In the event of an emergency, an opening may be posted prior to the Board's determination. The three (3) day posting period will still be maintained.

2. Before leaving for summer break or approved leave, all employees indicating in writing to the Superintendent an interest in future vacancies shall be sent notification of all vacancies by mail while away from their assignments. Notice of the vacancies shall be posted at the Central Office.

3. Any employee may request the vacant position in writing to the Superintendent. In selecting an employee for the vacant position, the Board shall:

- a. Offer the vacant position first to employees within the present department or classification using the following guidelines:

(1) Seniority - if more than one (1) employee has the same hiring date, the employer shall use the application on file to determine the most senior employee.

(2) Requirements of the position (as determined by the Superintendent) and after completing one (1) week of training. This pertains only to Department Heads, and Assistant Department Heads.

b. An applicant who fills the vacancy shall take the position subject to the following conditions:

(1) The applicant shall be subject to a probationary period of thirty (30) work days. At any time after the first fifteen (15) days of this probationary period, either the employee or the employee's supervisor may determine that the transfer is not satisfactory and the employee will be returned to his/her former position. By mutual consent, the employee may return to his/her original position at any time during the probationary period.

Upon successful completion of the probationary period, the employee shall be awarded the position.

(2) The Board may hire a substitute to fill the vacancy created by the probationary period not to exceed thirty (30) days.

c. The successful applicant shall be awarded the position within three (3) work days of the close of the posting period.

d. The successful applicant will begin work in the new position within one (1) working day of the award, if the position has been vacated. If the position is still occupied by the incumbent, the successful applicant will begin work on the first work day after the incumbent has vacated the position.

e. If the vacant position is not filled by an employee within the classification or department, it shall then be offered to the employee, if qualified, with the most seniority with the Board within the bargaining unit classification.

f. If a qualified applicant cannot be found, then the Board will go outside of the District to fill the vacancy.

E. Food Service

1. Banquets are defined as requests by special groups or school organizations that occur at times other than regularly scheduled lunch periods.

Banquets before and after school shall be offered to employees who sign up on the banquet list. Banquet work will be assigned on a rotating basis by seniority.

It shall be the policy of the food service department to notify food service employees at the first staff meeting of the school year that they may sign up, that day, to be placed on a rotation list, by seniority, to be called when banquet work is available. This original rotation list will begin with the next person from the preceding year and will be posted by September 15 of each year in each kitchen. The food service supervisor shall maintain an up-to-date list of work offerings and rejections.

2. Extra Hours

It shall be the policy of the food service department to notify satellite and central kitchen employees at the first staff meeting of the school year that they may sign up, that day, to be placed on a rotation list, by seniority, to be called when extra hours are available in the central kitchen, during the normal hours of central kitchen operations. This original rotation list will be posted by September 15 of each year in the kitchens. The food service supervisor shall maintain an up-to-date list of work offerings and rejections.

For the purpose of this section, "extra hours" shall be defined as those hours prior to and after the normal hours of operation for the central kitchen.

3. Subbing

If the Food Service Director is informed of an absence of a bargaining unit member, and a substitute is not available, the position will be filled using a seniority-based method.

4. Seniority List

At the beginning of each school year, a system-wide seniority list for cafeteria employees shall be furnished by the Superintendent or designee and posted in all kitchens.

5. Overtime

The standard work week for food service employees shall be Monday through Friday. All hours worked in excess of forty (40) hours per week, and any extra work performed on Saturdays by food service personnel shall be paid at time and one-half their regular rate of pay.

All food service employees required to work on holidays shall receive double their regular rate of pay.

All overtime must be approved by the immediate supervisor.

6. Lunch

Central kitchen employees who have a start time prior to 10:30 a.m. (i.e. employee lunch period) shall receive an uninterrupted 1/2 hour unpaid lunch period.

7. Food Service

No food service employee shall be required to use his/her own personal vehicle to transport food except on an emergency voluntary basis.

8. Transporting District Money

If a food service employee is required to use his/her own vehicle to transport District money from one District building to another and the distance is one (1) mile or less, the employee will be paid fifty cents (\$0.50) for the trip. If the distance exceeds one (1) mile, the employee will be paid mileage in accordance with Board policy.

F. Personnel Files

1. The Board will keep all employee personnel files in the Board offices. An employee, upon the submission of a written request, with his/her Union representative, if he/she so desires, may inspect his/her personnel files. Copies of employee files will be provided without cost to the employee. The Superintendent may be present while the employee views his/her personnel files.

2. An employee shall be given the opportunity to review any additions to his/her personnel file. The employee shall signify this by initialing the additions. Additions to the personnel file without employee initials shall be invalid, except in situations where the employee refuses to initial the decision. In such a case, the Superintendent and the immediate supervisor will sign a statement noting such an occurrence.

3. Oral and written reprimands and suspensions will cease to have any force and effect and will be removed from the employee's personnel file twelve (12) months after the effective date of the reprimand or suspension, providing there are not intervening reprimands or suspensions during the same twelve (12) month period.

G. When an employee with the necessary training is requested to fill in for another employee whose position is at a higher rate of pay, the employee who thus fills in shall receive the next higher rate of pay in that classification based upon the replacement employee's normal wage rate for all time worked in the higher rate position. For example during the 2014-2015 school year, if a general worker at

step five (5) (\$10.21/hr.) fills in for an assistant department head, then the general worker would receive \$10.41/hr. (the next higher wage rate) for all time worked in the higher rate position.

If an employee for any reason permanently moves to a higher-rated classification, the employee will be credited with years of experience in the higher classification that yields an hourly rate increase of not less than twenty (20) cents; if the permanent move is to a higher classification that involves two (2) column jumps (General Worker to Department Head), the employee will be credited with years of experience in the higher classification that yields an hourly rate increase of not less than forty (40) cents.

It is mutually understood that an employee being trained as to a higher rated position will be maintained on his/her normal wage during the period of such training.

H. Calamity Day

1. When a District-wide delay is called for the start of school, all employees shall not be required to report to work until the delay is canceled. Those employees who are required to report during a District-wide delay shall be paid at 1-1/2 times their regular rate of pay for those hours actually worked during the delay.

Any employee who is required to work on a calamity day that results in a school closing shall be paid at 1-1/2 times his/her regular rate of pay for all hours actually worked.

2. No extra pay shall be provided for make-up days beyond the current calamity days provided under state law.

ARTICLE IX - FRINGE BENEFITS

A. Health Insurance

1. For the purposes of health insurance coverage, a full-time employee shall be defined as one who is regularly employed for an average of thirty (30) hours or more per week. A part-time employee shall be defined as one who is regularly employed for at least twenty (20) hours or more per week up to an average of thirty (30) hours per week. Any employee who is regularly employed for less than twenty (20) hours per week shall not be eligible for coverage under the District's health insurance plan.
2. The Board shall continue to provide health and prescription drug insurance benefits to employees. The Board will provide a choice of two (2)

plans. These plans can be found on the District webpage. Coverages and benefit levels will be maintained for the duration of this Agreement except to the extent otherwise mandated by federal or Ohio law or as may otherwise be mutually agreed.

3. This contract contains a "Coordination of Benefits" rider. If an employee is covered under any other hospitalization contract, possibly through the spouse's employer, this rider provides that under no circumstances will the employee receive duplicate payments for any hospitalization expenses incurred.
4. The following guidelines will be used for administering this program:
 - a. An application must be completed for enrollment in the Plan.
 - b. A part-time employee may share in the insurance program by requesting a salary reduction in an amount equal to the difference between the premium cost for the program selected and the Board obligation. The Board percentage obligation shall be equal to the percentage equivalent of full-time duty which is shown on the employee contract.
5. The Board agrees to pay the premium for each full-time employee's health insurance up to a maximum or "cap" of \$450.00 per month. Above the \$450.00 per month, the Board and the employee will share equally in the cost. Should a husband and wife both be full-time employees, the Board shall pay 100% of the monthly premium for family health insurance. For employees hired after July 1, 1997, their spouses will be required to participate in their employer's health insurance coverage if available. Benefits will be coordinated between the two (2) carriers.

B. Dental Insurance

1. The Board shall continue to provide family dental insurance coverage for each employee. The Board shall select the company to provide the insurance.
2. The Board shall pay 85% of the monthly premium for each full-time employee. Should both a husband and wife be full-time employees of the Tiffin City Schools, the Board shall pay 100% of the monthly premium.
3. A part-time employee may share in the dental insurance program by requesting a salary deduction in the amount equal to the difference between the monthly premium cost and the Board obligation. The Board obligation shall be equal to 85% of the percentage of full-time duty shown on the employee's contract.

C. Life Insurance

The Board agrees to pay on behalf of each employee who works three (3) or more hours per day the premium on \$35,000 life insurance for those employees who desire such coverage. The Board shall select the company to provide the insurance.

A part-time employee may share in the insurance program by requesting a salary deduction in an amount equal to the difference between the premium cost for the coverage selected and the Board obligation. The Board obligation shall be equal to the percentage of full-time duty shown on the employee contract.

D. Severance Pay

An employee with at least ten (10) years of District service, whose effective date of retirement with the School Employees Retirement System has been substantiated, and for whom the Board made the last payment to SERS, will be paid in cash one-fourth (1/4) the value of the accumulated but unused sick leave. The maximum payment which will be made will be sixty-five (65) days. The payment will be calculated upon the last daily rate of pay.

E. General Provisions

1. Copies of Benefit Contract

The Board shall provide the Union President, upon request, with one (1) copy of each signed contract entered into between the Board and the insurance company(ies) which provide benefits specified in this Agreement.

5. The Board shall provide the Union with notification of intent to change an insurance carrier. Such notice shall be provided at least sixty (60) days prior to any change.

6. The cost of COBRA coverage shall not exceed 102% of the current funding level of the employee's premium.

F. Pre-Tax Contributions by Participants

The Board will implement a plan under and in conformance with Section 125 of the Internal Revenue Code that provides for the payment of an employee's share of the monthly premium with pre-tax dollars. The employee's share for each month shall be divided in half and deducted twice monthly through payroll deductions; no premium deduction will be made from a third paycheck scheduled during any given month. This plan will be administered by American Fidelity Assurance Company or such other company as may be acceptable to the Board.

G. Insurance Committee

A joint insurance committee shall be established as needed and will include two (2) bargaining unit employees.

ARTICLE X - SAFETY

A. District Compliance

The Board shall conform to and comply with all health, safety and sanitation requirements imposed by State and Federal law or regulations adopted under State or Federal law.

B. Safety Committee

A safety committee may be formed composed of two members appointed by the Board and two (2) members appointed by the Union in which said committee shall review health, safety, sanitation and working conditions to insure compliance with Section A. The committee shall make recommendations to the Board concerning improvements in health, safety, sanitation and working conditions.

C. Discrimination

No employee shall be in anyway discriminated against as a result of reporting any condition believed to be a violation of Section A.

ARTICLE XI - MISCELLANEOUS

A. Evaluations

All evaluations must be made relevant to employees' job duties and applied consistently. Employees shall have a right to make written comments about said evaluation and have comment attached. Employees will receive copies of all evaluations.

All evaluation conferences will take place during working hours.

B. Work Rules

The Board shall provide copies of all existing and newly created work rules to the Union President, and make available copies of the same to bargaining unit members.

No such work rules, policies, or directives shall conflict with or violate any provision of this Agreement. Such rules, policies, and directives shall be reasonable and applied consistently where applicable.

C. Job Descriptions

1. All employees shall receive a copy of their job description listing their duties and responsibilities. Copies shall be provided to the Union President.
2. The Board shall provide copies of job descriptions to the Union President and affected bargaining unit members if changes are made to the same.

D. Physical Examination

The Board agrees that it will pay the cost of the arranged physicals with the Seneca County Health Department, or the equivalent amount for an examination with the employee's personal physician if the employee is unable to attend the scheduled examination, when a physical is required by the Board.

E. Pay Practices

1. All employees shall receive a copy of their submitted time sheet from either their immediate supervisor or with their pay.
2. Employees who become eligible for longevity pay during their contract year shall begin receiving the increase at the beginning of the contract year following their eligibility.
3. All employees shall receive their pay via electronic direct deposit.
4. Each employee's direct deposit pay notice will be emailed to the employee or, if the employee so chooses, furnished to the employee in a sealed envelope.

F. No Subcontracting

The Board agrees that no outside contractor, supervisor, teacher volunteer will be used to replace any position or reduce any work or hours of any employee covered by this Agreement.

ARTICLE XII - MANAGEMENT RIGHTS

- A. The Board hereby retains and reserves unto itself 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 the foregoing 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 terms of the contract and Ohio statutes; and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

- C. To maintain or increase the efficiency and/or effectiveness of District services.
- D. To take actions to carry out the mission of the District as a governmental unit.

ARTICLE XIII - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining. The parties further agree that neither party shall be required to bargain upon any issue, whether it is covered or not covered by this Agreement, and that the Board shall not be required to bargain over the exercise of its rights set out in Article XII of this Agreement. Except as otherwise specifically provided in the written provisions of this Agreement, the Board has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law.

ARTICLE XIV - EFFECTS

A. Severability

1. Should any part of this Agreement or any provisions contained herein be declared invalid or unenforceable by any federal or state court of competent jurisdiction, or by any federal or state agency having jurisdiction over the subject matter of this Agreement the remaining portion shall not be affected, thereby remaining in full force and effect.
2. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the employer and the union will meet promptly for the purpose of negotiating a mutually satisfactory replacement for such provision.

B. Agreement

This Agreement shall be effective from July 1, 2014 through June 30, 2017.

TIFFIN BOARD OF EDUCATION

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES Local #570,
AFSCME/AFL-CIO

By Shirley A. Smith
President

By Jean Dan

By Vicki Wheatley
Superintendent

By Gilbert Herring

By Scott Darnold

By Michelle Diatel

By Roland D. Zimmerman

By Bernice Spetz

FOOD SERVICE SALARY SCHEDULE
2014-15

POSITION	0	1	2	3	4	5	6	12	18
Food Truck Driver	12.68	13.03	13.36	13.71	14.01	14.41	14.78	15.12	15.52
Department Head	10.89	11.12	11.28	11.49	11.68	11.83	12.03	12.33	12.67
Assistant/Department Head	9.81	10.07	10.18	10.41	10.54	10.73	10.99	11.21	11.52
General Worker	9.30	9.52	9.66	9.85	9.98	10.21	10.34	10.62	10.91

FOOD SERVICE SALARY SCHEDULE
2015-16

POSITION	0	1	2	3	4	5	6	12	18
Food Truck Driver	12.87	13.23	13.56	13.92	14.22	14.63	15.00	15.35	15.75
Department Head	11.05	11.29	11.45	11.66	11.86	12.01	12.21	12.51	12.86
Assistant/Department Head	9.96	10.22	10.33	10.57	10.70	10.89	11.15	11.38	11.69
General Worker	9.44	9.66	9.80	10.00	10.13	10.36	10.50	10.78	11.07

FOOD SERVICE SALARY SCHEDULE
2014-15

POSITION	0	1	2	3	4	5	6	12	18
Food Truck Driver	12.68	13.03	13.36	13.71	14.01	14.41	14.78	15.12	15.52
Department Head	10.89	11.12	11.28	11.49	11.68	11.83	12.03	12.33	12.67
Assistant/Department Head	9.81	10.07	10.18	10.41	10.54	10.73	10.99	11.21	11.52
General Worker	9.30	9.52	9.66	9.85	9.98	10.21	10.34	10.62	10.91

FOOD SERVICE SALARY SCHEDULE
2016-17

POSITION	0	1	2	3	4	5	6	12	18
Food Truck Driver	13.00	13.36	13.70	14.06	14.36	14.78	15.15	15.50	15.91
Department Head	11.16	11.40	11.56	11.78	11.98	12.13	12.33	12.64	12.99
Assistant/Department Head	10.06	10.32	10.43	10.68	10.81	11.00	11.26	11.49	11.81
General Worker	9.53	9.76	9.90	10.10	10.23	10.46	10.61	10.89	11.18

