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**MASTER AGREEMENT**

between

**EAST CLINTON LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

and

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,  
AFSCME LOCAL NO. 4, AFL-CIO LOCAL NO. 116**

2014

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## PARTIES TO THE AGREEMENT/PREAMBLE

The East Clinton Local Board of Education, hereinafter referred to either as the "Employer" or as the "Board", and the Ohio Association of Public School Employees (OAPSE)/AFSCME LOCAL 4, AFL-CIO and its Local #116, hereinafter collectively referred to as the "Union", have negotiated and agree to be bound by the following wages, hours, fringe benefits and other terms and conditions of employment for the employees in the Bargaining Unit certified by the State Employment Relations Board on February 27, 2014 (Case Number: 13-REP-03-0020).

- A. Objective and Purpose. The purpose of the East Clinton Local School District Board of Education (hereinafter referred to as the "Board") is to provide the best educational opportunities for the children of the East Clinton Local School District. It is the objective of the Board, the Superintendent and the classified staff to support and provide the highest quality educational programs for the children of the East Clinton Local School District.
- B. Common Objection. The Board, the Superintendent and the classified staff can best obtain their common objectives by utilizing the abilities, experiences and the judgment of each other to resolve matters of concern affecting the quality of the educational support program.
- C. Purpose of Contract. The purpose of this document is to establish a relationship between the Board and the Union to set forth an orderly procedure for the consideration and mutual resolution of matters of concern of either party.

## ARTICLE 1 - RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time employees in the following classifications:  
  
Bus Driver, Van Driver, Head Cook, Cook, Bus Mechanic  
  
Excluded: All other employees of the Employer including Management Employees, Supervisors, and Confidential Employees as defined by 4117.01.
- B. All Bargaining Unit Employees shall be collectively referred to in this Agreement as "Employees".

C. Definitions.

1. Board. The term "Board" as used in this agreement shall refer to the Board of Education of the East Clinton Local School District and persons authorized to act on its behalf.
2. Employee. The term "Employee" as used in this agreement shall refer to those persons included in the bargaining unit described above.
3. Union. The term "Union" as used in this agreement shall refer to the Ohio Association of Public School Employees, Local No. 4.
4. Regular Full-Time Employees. A regular full-time employee shall be defined as an individual who is assigned routine duties in accordance with an adopted calendar and who works a minimum number of 20 hours per week as listed below.

ARTICLE 2 - NON-DISCRIMINATION

- A. The parties also agree that there shall be no discrimination because of membership or non-membership in or activity on behalf of or in opposition to the Union.

ARTICLE 3 - NEGOTIATION PROCESS

- A. Request for Negotiations. A written request to initiate negotiations shall be sent by either party to the other no sooner than one hundred twenty (120) days prior to the expiration of this agreement. Upon receipt of the request to initiate negotiations, the representatives of the parties shall meet and establish an initial bargaining date. Negotiations shall commence within twenty one (21) days of the notice of notification to reopen negotiations, or at a mutually acceptable date
- B. Negotiation Meetings. A negotiation meeting shall be scheduled with the least interruption of school and work schedules. Members of the bargaining team may be released from work duties only when approved by the Superintendent.
- C. Bargaining Sessions. All bargaining sessions shall be in executive session. No recording devices shall be permitted in these meetings. The subject and content

of these meetings shall be kept confidential. Either party reserves the right to add, delete or modify any proposals it deems necessary during the course of these negotiations.

- D. News Releases. Upon the request of either party, a mutually agreed-to news release may be made prior to impasse. There shall be no restriction once impasse has been declared.
- E. Negotiating Team. The Board and the Union shall each select their bargaining teams and notify the other of their designated representative. The maximum number of bargaining team members for each party shall be limited to three (3) excluding consultant representation.
- F. Bargaining Procedure.
  - 1. Information. The designated representatives of the Board and the Union agree to make available to each other, upon request, and in reasonable time, all the available information pertinent to the matter or matters then under negotiation to include, but not limited to, financial information.
  - 2. Bargaining Procedure Caucus. Each team shall have the right to caucus. Thirty (30) minutes shall ordinarily be the maximum caucus time by either party unless another time length is mutually agreed to by the parties.
  - 3. Tentative Agreement. As negotiated items receive tentative agreement, the items shall be reduced to writing and initialed by each chairperson. Such initialing shall not be construed as binding or as a final agreement.
  - 4. Agreement. When an agreement is reached in negotiations, outcome shall be reduced to writing, and when approved by the Union and the Board it shall be signed by representatives of both parties.
  - 5. Voting. Ratification vote by the Union shall be conducted in accordance with the guidelines of the State Employment Relations Board. If the agreement is ratified and approved by the Union and the Board, it shall be implemented in the same manner as any other official action of the Board.

No provision of the agreement shall discriminate against any staff member because of membership in the Union.

6. Impasse. If an agreement has not been reached after forty-five (45) days from the first meeting between the bargaining teams, either party may declare impasse and call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

The mediation period shall be forty-five (45) calendar days from the first meeting with the mediator. After the forty-five (45) day period has expired and if an agreement has not been reached, then the Impasse Procedures of this Contract shall be deemed to have been completed and an impasse shall exist. At that time the Board shall have the right to implement its final offer if it so chooses and the Union shall have the right to strike under the provisions of ORC Chapter 4117 if it so chooses.

7. Right to Strike. All employees in the bargaining unit shall have the right to strike in accordance with the provisions of Ohio law set forth in Chapter 4117.

#### ARTICLE 4 - PERSONNEL FILES

- A. Personnel files of employees are kept in the Superintendent's office. In accordance with Ohio Revised Code Section 1347.09, if an employee disputes the accuracy, relevance, timeliness, or completeness of information on him/her maintained in said file, he/she may request that the Board investigate the current status of the information within a reasonable time of receiving the request. Any material which is determined to be inaccurate, irrelevant, out of date, or incomplete shall be corrected or removed from the file(s). Said employee shall have the right to add rebuttal or request a hearing with the Board on any material in his/her file that he/she deems incorrect or incomplete.
- B. The Board further agrees that any employee will have full and complete access to any file being maintained on said employee.
- C. When an employee's personnel file has been viewed by a member of the public, the Superintendent or the Superintendent's designee shall within three (3) business days notify the employee of the name of the person viewing the file and the date and time of such viewing. If any materials are photocopied and provided to the individual viewing the personal file, a copy will also be made for and given to the employee.

- D. Records of discipline with the exception of suspensions and/or terminations shall be expunged from the employee's file if no similar offense occurs within a three (3) year period of time.

#### ARTICLE 5 - LABOR MANAGEMENT COMMITTEE

- A. The Board and the Union agree to establish a Labor Management Committee to improve communications and to solve problems that arise during the term of the Agreement.
- B. The Committee will consist of the Superintendent, the Local President, two (2) Administrators selected by the Superintendent and two (2) employees selected by the Local President. Reasonable efforts will be made to select Administrators and members of the Bargaining Unit from different buildings and classifications.
- C. The Labor Management Committee will not hear grievances or engage in negotiations.
- D. The Committee will meet at least every four (4) months during the year (July 1 – June 30) and such other times as a majority of the members of the Committee agree, except that no meetings will be held during the time that the parties are actively engaged in negotiations.
- E. Committee meetings will be held after school at mutually agreeable times and will not extend for more than two (2) hours except by agreement of those members present.
- F. At least one (1) week prior to each scheduled meeting of the Committee, the Superintendent and the Local President will exchange agenda items of no more than five (5) items which each wishes to discuss at the meeting. Discussion will be limited to those items unless the Superintendent and the Local President agree otherwise.
- G. The Labor Management Committee may request the Federal Mediation and Conciliation Service to train its members and /or to otherwise facilitate meetings of the Committee.

## ARTICLE 6 - UNION RIGHTS

### A. Union Rights and Activities (General)

1. There shall be no unauthorized Union activity of any kind on the Employer's premises, including the distribution of literature or other materials.

Meetings called and conducted by the Employer, including, but not limited to, meetings for the purposes of negotiations and processing grievances, or meetings of Field Representatives and/or Building Representatives and employees held on the premises for the purpose of investigating grievances shall be regarded as authorized union activity, it being understood and agreed, however that such meetings shall not in any way interfere with the operations of the Employer or with the work of any employee.

Employees shall not be compensated for time spent in engaging in Union activities of any type, kind or description except to attend meetings called and conducted by the Employer during normal work time for the purposes of processing grievances or engaging in negotiations.

2. The Field Representatives of the Union shall be permitted access to the Employer's work areas between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, after notification to the Superintendent or his/her designee, for the purpose of ascertaining whether or not this Agreement is being observed by the parties and to attend conferences called and conducted by the Employer including, but not limited to, meetings for the purposes of negotiations and processing grievances.

Such visits shall be subject to the general rules of the Employer applicable to non-employees and shall not interfere with the work of any employee or the operations of the Employer.

3. The Employer shall recognize one (1) person per school site and one person in the Transportation Department, designated by the Union, to serve as Building Representative. The Union shall furnish the Employer with a written list of the names of the persons selected by it to serve as the Building Representatives and shall indicate the building or other work areas for which each Building Representative is responsible. The Union

shall notify the Employer in writing of any changes of Building Representatives except that temporary appointment of Building Representatives may be made orally by the Field Representative or Local President to the Superintendent, subject to later confirmation in writing.

Building Representatives shall process grievances with proper regard for the Employer's operational needs, and shall cooperate, in good faith, with the Employer to prevent time lost from work due to grievance handling.

4. Bulletin board space in each school building and other appropriate work areas shall be made available to the Union for the posting of notices concerning official Union business. All notices other than standard meeting notices of Local Union meetings shall be approved and initialed by the Superintendent or the Superintendent's designee before posting. All notices which are posted on designated school bulletin boards shall be in good taste and shall not contain anything offensive, political, controversial or anything critical of the Employer, any employee or other person.
5. The Union may use employee internal e-mail and mail boxes to distribute meeting notices and other union materials to its members. All meeting notices and materials placed in employee mail boxes shall be in good taste and not contain anything offensive, political, controversial or anything critical of the Employer, any employee or other person.

The Union will not use the District's computer system, including but not limited to email, to conduct Union business or to provide notice concerning Union Business, except that the Local Presidents or his/her designee may use the District's email system to send one email meeting notice of any Local Union meeting to each Employee who is a member of the Union. All meeting notices transmitted on the District's email system shall be in good taste and not contain anything offensive, political, controversial or anything critical of the Employer, and employee or other person.

6. During the life of the Agreement, except during any unlawful strike, sympathy strike, slowdown or other interruption of work, the Union may hold business meetings in District school buildings with prior approval of the Superintendent subject to the availability of space. Such use shall be without charge to the Union when a building custodian is on duty. At

other times the Union may use school buildings for business meetings provided it complies with the provisions of established Board policy and regulations for the rental of such facilities.

7. School copying equipment may be used for Union Business provided it can be scheduled to be done without interruption to the educational or business needs of the District and provided the Union pays the copying charges required under Board policy.
8. The Union shall notify the Treasurer of the Board of all elected/approved officials of the Union within seven (7) days of such election and /or appointment.
9. The Board will grant up to a total of six (6) days Union leave, every two (2) years, with pay, for Employees who are elected or appointed to represent the Union in any official capacity. Union leave will be granted upon written application from the Local President made to the Superintendent not less than ten (10) days in advance.
10. The Local President shall be provided a Board meeting agenda and Board packet from the Superintendent's office at a reasonable time after those materials are given to the members of the Board.

B. Union Deductions

1. Upon receipt of written authorization by an Employee, the Employer will deduct Union dues from the Employee's pay and will remit such deductions to the proper officer of the Union, as specified by the Union, beginning with the first pay in October and shall be deducted in twenty (20) equal installments. Dues deduction authorization may be revoked by the Employee between May 17 – 31 in the year the collective bargaining agreement is set to expire by giving written notice to the District Treasurer and the OAPSE State Office.
2. The Union and each Employee who authorizes Union deductions from his/her pay agree to indemnify and save harmless the Employer, its Employees and agents, against any and all claims, including any legal fees or expenses incurred by the Employer that arise out of or by reason of action taken pursuant to any written authorization or the revocation of the Union deduction.

3. The Employer agrees to deduct from the pay of any Employee who is a member of the Union a "people" Political Action Committee contribution as authorized in writing. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to the District Treasurer and the Union. The Employer agrees to remit PEOPLE promptly to the Union, together with an itemized statement showing the name of each Employee from whose pay such deductions has been made and the amount deducted during the period covered by the remittance.

#### ARTICLE 7 - BOARD RIGHTS

##### A. Management Right (General)

Except as otherwise expressly provided in this Agreement, the Employer reserves and retains solely and exclusively all of its rights, pursuant to and consistent with applicable law, to manage, direct, and control the operations of the District. These rights include, but are not limited to, such areas of discretion or policy as described below:

1. The determination of the overall mission of the District, including the establishment of the curriculum, special programs, athletic, recreational and social events for students, standards of school services, the overall budget, utilization of technology and the school district organizational structure.
2. Maintaining and improving the efficiency and effectiveness of the District operations.
3. The determination of qualifications and standards for employees and the adequacy of the work force,
4. The hiring, promotion, assignment, reassignment, transfer, direction, scheduling, supervision, evaluation and lay off of employees.
5. The suspension, discharge, demotion or other disciplinary action against employees for just cause or the release of employees in their initial probationary period for any reason.

6. The determination of methods, processes, means and personnel by which the Employer's operations are to be conducted.

The exercise of the forgoing powers, rights, authority, duties and responsibilities by the Employer, 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 Agreement. The exercise of any of the foregoing management rights requires neither prior negotiation with nor agreement of the Union.

B. Mid-Term Bargaining

The Board and the Union agree that the Board shall not be entitled to exercise any management rights which are in conflict with or alter and/or modify an existing provision of this Agreement. The Board shall have the right to implement any management rights not specifically addressed in the Collective Bargaining Agreement provided the Board engages in good faith negotiations over the decision and effects of the implementation of a decision which concerns wages, hours, and other terms and conditions of employment.

Negotiations shall commence and be completed within twenty (20) working days, or within the time frame mutually agreed to by the parties, after the Board's request to the Union to engage in good faith negotiations. Additionally, the negotiation's teams shall consist of four (4) individuals and the OAPSE Field Representative and the Parties' consultant.

In the event an agreement cannot be reached between the Board and the Union regarding the issue, the Board may implement its decision. However, the Union may, at its discretion, proceed to binding arbitration in accordance with Article 34 to appeal the Board's exercise of its decision. In the event an Arbitrator should find that the Board's implementation failed to follow the process set forth in this provision, is inconsistent with Article 7, Section A, or is arbitrary, capricious, unreasonable, discriminating, or retaliatory, the arbitrator may find for the Union and return the parties to the status quo that existed prior to the Board's implementation; with all other appropriate remedies.

The grievance procedure set forth at Article 34 of this agreement shall be the sole and exclusive procedure for resolving disagreements and/or conflicts arising under

this article with regard to the Board's exercise of any management rights provided for by this article or any issue concerning mid-term bargaining procedures.

#### ARTICLE 8 - NO STRIKE/NO LOCKOUT

- A. The Union agrees for itself, its agents, representatives and members that during the life of this Agreement neither it nor they will directly or indirectly call, instigate, sanction, encourage, finance, participate in or assist any strike, sympathy strike, walkout, slowdown, other interruption of work or other concerted activity for any cause whatsoever or interference of any kind with the Employer's operations, deliveries and suppliers.
- B. It is agreed that during the life of this Agreement there shall be no lockout of Employees' covered under this Agreement by the Board.

#### ARTICLE 9 - SENIORITY

- A. "System Seniority" as used in this Agreement shall mean the length of continuous service in the District as composed from the employee's most recent date of hire in the bargaining unit. In the event two (2) or more employees have the same date of hire, their order of seniority will be determined as follows:
  - 1. First - The date of application.
  - 2. Second - The first day of work as a regular employee.
  - 3. Third - Based on more favorable performance evaluation.
  - 4. Fourth - Flip on coin, or in case of three (3) or more, a drawing by lot will take place. The Local President will be present with the individuals involved, when determinations are made.
- B. "Classification Seniority" shall mean the length of continuous employment in a particular job classification as computed from the employee's most recent date of entry into such classification.
- C. Seniority shall be broken if the employee resigns, retires, is terminated for cause or fails to return to work on the date scheduled following the conclusion of the

approved leave (other than Military leave as may be required by law) or is not recalled from layoff within twenty-four (24) months.

- D. Within ninety (90) days after this Agreement is executed, the Employer shall provide the Union with a seniority list showing the names of all employees together with their respected dates of system and classification seniority. This list shall be deemed conclusive for all purposes unless the Union and/or employee files a grievance claiming that the list contains errors or omissions within sixty (60) days after it is provided to the Union. The seniority list will be updated annually and provided to the Local President by October 1.

#### ARTICLE 10 - JOB DESCRIPTIONS

- A. The Employer shall retain the sole discretion in determining job descriptions for all bargaining unit positions and the duties of the work force. Job descriptions shall not be subject of negotiations. In the event a new position is established or the content of an existing position is substantially changed, the Employer shall provide the new or revised job description to the Union and shall indicate to the Union a proposed wage rate and scale. Unless the Union requests to negotiate a different rate within ten (10) days after receipt of such notice, the proposed rate shall be maintained for the duration of the Agreement. If the Union requests to negotiate a different rate, the parties will meet at the earliest convenient time for such purposes. The Employer may fill a new position at the proposed rate until such time as the Employer and the Union mutually agree on some other rate. If a new rate is negotiated which is higher than the rate initially proposed by the Employer, the new rate will be paid retroactively from the date the new or modified position was filled. Upon request, but no more frequently than once a year, the Union will be provided with copies of job descriptions for those positions for which written job descriptions exist.

#### ARTICLE 11 - HOURS OF WORK/OVERTIME

- A. The workweek shall consist of seven (7) consecutive days beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday. The Employer shall determine the work schedules, including the starting, break and quitting times, in accordance with the needs of the District. Employees shall accurately report all hours worked. Employees who are unable to work as scheduled shall notify their supervisors of the fact as soon as possible and no later than an hour before the

time they are to commence work, unless there are extenuating circumstances where providing such notice is not possible.

- B. The Employer shall pay at a rate of one and one-half (1½) the employee's regular rate of pay for all hours worked in excess of forty (40) in a workweek. Only hours actually worked, with the exception of holidays, shall be counted as hours worked for the purpose of computing overtime. Authorized time off for sick leave, personal leave, vacation, calamity time, and compensatory time off shall not count as hours worked.

#### ARTICLE 12 - PROFESSIONAL DEVELOPMENT

- A. Requests to attend seminars/meetings must be made to the employee's supervisor and final approval must be secured from the Superintendent. Reimbursement for transportation, lodging or other expenses will be approved for reimbursement only upon presentation of an itemized expense account accompanied by the original receipts. The Employer will reimburse approved mileage at the IRS standard mileage rate. Any employee required to attend mandated training shall be paid their regular hourly rate of pay while at such training.
- B. Evaluations of employee job performance will be conducted by the Employer. Employees shall be given a copy of their performance evaluations and an opportunity to review them with their immediate supervisor or Superintendent before the evaluations are placed in the personnel files.

#### ARTICLE 13 - POSTINGS/VACANCIES/TRANSFERS

- A. When the Employer determines a vacancy exists, which is defined as a new position or a current position vacated by a transfer, retirement, death, resignation, non-renewal or termination of an employee, the posting, bidding, and awarding procedures as describes herein shall give incumbent employees first opportunity when filling said vacancies.
- B. When a vacancy has been determined to exist in the bargaining unit, the Employer shall post a notice indicating that a vacancy exists on the District website for at least five (5) work days before the position is to be filled. The Local President shall receive a copy of all postings. The posting shall include the job

description, required and preferred qualifications, wage rate (or proposed wage rate in case of newly established job), normal hours of work, and normal work site and any other pertinent information. During the posting period Employees may indicate to the Superintendent/designee in writing their desire to be considered for the vacant position.

- C. Employees will be allowed to hold positions in more than one (1) classification as long as their total regularly scheduled weekly hours will not exceed forty (40) hours in a week. Employee will not be allowed to bid on job positions that would put them into overtime. Established positions will not be split into two (2) or more positions.
- D. Employees presently holding a position in a similar classification as that posted will be permitted to bid on same for lateral transfer. The most qualified, senior employee within the classification or similar classification bidding on the position will be awarded that position.
- E. If the position is not filled within the classification, an applicant who applies for the position and is most qualified for the position as determined by skills, aptitude, education, experience, physical fitness, training, efficiency, and performance shall be awarded the position. Seniority shall be the determining factor in filling the vacancy when the before-mentioned factors are relatively equal in the opinion of the employer. In any event, the employer shall always select the most qualified candidate.
- F. An employee changing positions within a classification shall remain at his/her current step on the pay schedule for that classification. A person moving outside his/her classification shall begin at step zero (0) unless placed by the employer at a step no higher than step five (5) of the respective pay scale.
- G. Nothing contained herein shall preclude the Superintendent from temporarily filling any vacancy during the posting period by temporary transfer of an employee or by calling a substitute, "Summer work" performed by Employees or others hired by the District shall not be posted or assigned by the terms of this Agreement.

#### **ARTICLE 14 - CALAMITY HOURS**

- A. Any employee who has previously requested and was granted sick, personal, or vacation days shall not be charged for that day if a calamity day occurs. Employees not required to be at work on a calamity day shall receive pay for no more than five (5) days of calamity. If more than five (5) days of calamity are called, employees shall be either required to use personal or vacation leave in order to receive pay. In the event that the member works three (3) or more calamity days, the member shall receive July 3<sup>rd</sup> as a compensatory day provided that state bus inspections are completed.

#### **ARTICLE 15 - FOOD SERVICE**

- A. Head Cooks shall be paid an extra hour per week at their regular rate of pay for performing duties such as commodity ordering, food order submissions, decisions on what food is to be served, Summer food preparation and complying with new or updated Federal and State mandates. Head Cooks shall be included in the interview process when filling cook positions in their building.
- B. Head Cooks and Cooks shall have the following options when making up hours in regards to Parent/Teacher conferences: Take time off without pay, make up time by performing on-line requirements or working extra hours during the year. Cooks performing services for groups in any school building during hours outside the cooks' normal working hours will be compensated for all hours worked for said groups. The work shall include opening the kitchen and closing the kitchen.

#### **ARTICLE 16 - TRANSPORTATION**

Bus routes will be determined by the Employer based upon the needs of the District. The District reserves the right to make adjustments to any route throughout the year according to the needs of the District. If, after the start of the school year, a driver's route requires more time than the assigned time on the route, as verified by the Transportation Supervisor, the driver's pay will be adjusted to reflect the increase. The Transportation Supervisor shall verify any route change time.

Bus/Van Drivers shall retain their assigned route(s) from year to year.

Bus/Van Drivers shall be able to bid on vacant routes which may occur during the year, provided that no driver will be permitted to select a new route more than twice each school year. Vacancies shall be filled in accordance with Article 13.

All Drivers shall at all times maintain a valid CDL license and shall comply with all District drug policies, including those relating to drug free schools and drug testing. When drivers are required to submit to drug and/or alcohol testing, he/she will be compensated two (2) hours of pay at the driver's regular rate of pay which includes reimbursement for travel time.

All Drivers shall be scheduled forty (40) minutes per day that he or she runs their assigned route to perform their pre-trip/post-trip inspections, sweeping, cleaning, fueling, and pre-trip/post-trip paperwork, to include, but not be limited to, all non-driving duties. Drivers who select field/extracurricular trips will be scheduled twenty (20) minutes per trip to perform all non-driving duties. Van Drivers will receive thirty (30) minutes per day to perform all non-driving duties for regular routes and fifteen (15) minutes per day to perform all non-driving duties for extracurricular and/or field trips.

Any shuttle run or mid-day routes needed to regularly or periodically transport students between schools during the school day, which are not included in the driver's regular route, will be assigned by the Transportation Supervisor to the senior available driver(s) and paid their regular rate of pay for the time and for the type of vehicle utilized. (Mid-day routes shall be bid out at the first meeting of each school year). Any new mid-day route(s) will be posted as soon as they are created. Back-up drivers for mid-day routes will be based upon seniority.

Drivers designated as OBI Trainer(s) will be paid \$19.00 per hour for all OBI training duties. Any training beyond twenty-four (24) hours per member must be approved by the Superintendent.

Drivers, at the direction of the Transportation Department, shall be paid \$4.00 per day to plug in their bus at their residence. Timesheets shall be turned into the Transportation Department on a monthly basis on the first (1<sup>st</sup>) day of each month.

A transportation seniority list will be posted in the garage at all times. The Transportation Supervisor shall assign all trip ticket trips on the basis of continuous seniority rotation list, with the driver at the top of the seniority list having the first acceptance/refusal for the trip at the beginning of each school year. The supervisor will proceed down the seniority list for the first and each succeeding trip of that list during

the school year as assignments are accepted and/or refused. If a van is used for a trip, the same guidelines apply.

A seasonal trip meeting will be held before each season. Any driver who signs up for a seasonal rotation list must be present to participate in that season rotation. If a signed up driver is not present, then that driver shall contact the Supervisor within forty-eight (48) hours after the meeting and choose trips from the remaining tickets before they are assigned to a substitute driver. Each seasonal meeting will start with the next driver in line after the previous seasonal rotation list until the end of each school year.

Daily Trip ticket trips will have a separate rotation list.

Mid-day trip ticket trips will be as follows:

High School/Middle School trips shall be available to all drivers.  
New Vienna Elementary trips are available to New Vienna drivers first.  
Sabina Elementary trips are available to Sabina drivers first.

Any Elementary trips not bid upon by those drivers from that school, shall be offered to other drivers prior to being assigned or offered to a substitute driver.

There will be no trading of trips once assigned. If a driver accepts a trip assignment and then is not able to fill that assignment, the driver must notify the Transportation Supervisor at the earliest possible time.

There shall be a summer trip list for those drivers interested in summer trips/extracurricular trips. The Transportation Supervisor shall assign summer trips by continuous seniority rotation.

If an emergency trip (which for this purpose shall mean less than forty-eight (48) hours from departure) is received by the transportation department, the supervisor will attempt to offer the trip by seniority if possible, if it is not possible to offer the trip by seniority, the supervisor may offer the trip to the first available driver.

Cancellation of an extracurricular/field trip with no advance notice given to the driver (which shall mean prior to departing from their residence to perform duties for the trip) shall result in the driver being paid their trip rate of pay for one (1) hour. If the trip is rescheduled it will be offered to the driver who was originally awarded the trip. A rescheduled trip will not count against the original driver on the rotation list. Drivers

may only forfeit their regular assigned daily route to take one (1) extra trip/field trip one (1) time per contract year.

All trip ticket trips shall be paid at \$12.00 per hour for the remainder of this contract. Bus garage helpers shall be paid \$12.00 per hour for the remainder of this contract.

Overnight trips shall be posted for five (5) work days when possible and assigned by continuous seniority rotation. This list shall go from year to year without returning to the most senior each school year. Meal expenses with itemized receipts will be reimbursed within two (2) weeks of submission to the Treasurer's office. All drivers will be eligible for the overnight trips regardless of the number of hours worked. The driver will be paid trip rate on an overnight trip. These hours would exclude the time between the last call on the driver and vehicle at the end of the day to the first call of services the next day. Each driver shall have their individual lodging provided by the group on the trip. Drivers shall be lodged at the same establishment as the group of students he/she is transporting. Drivers shall not stay in the same room as any of the students, coaches, or chaperons.

Drivers will retain the pay for three (3) waiver days per year, which covers the following: In-service meetings, meetings with Supervisors, Principals, etc., mid-year spot inspection, washing outside of bus, and on-line training requirements. Drivers who are not able to document that the full three (3) waiver days were actually worked each year in accordance with the duties listed in this section shall not receive compensation for undocumented hours. Drivers shall also document extra duty hours to make up hours for the two (2) compensatory days. Drivers who are not able to document that the full two (2) compensatory days were actually worked each year shall not receive compensation for the undocumented hours.

Physical examinations required by Section 3327.10 of the ORC for bus drivers are the Board's responsibility and will be paid by the Board.

Camera cards shall only be viewed by the Supervisor, Superintendent, Principals and the driver of the bus. Drivers will be allowed to view the camera cards to identify students responsible for disruptive behavior. Equipment to do this is available in the Supervisor's office. The camera cards are not intended for and will not be utilized to monitor and/or evaluate the job performance of drivers. However, camera cards may be utilized by the administration as evidence in disciplinary proceedings.

A driver has the right to view the camera card with a Union representative in the event a camera card is being used as evidence against a driver for disciplinary purposes.

Bus Compound-OAPSE 116 and the East Clinton Board of Education agree to bargain any term or condition change that may occur if the Board decides to create a Bus Compound during the term of this agreement.

Vans may continue to be driven by coaches/advisors holding the necessary and proper certification requirements by the State of Ohio for their teams' and/or groups' events, practices, games, etc.

#### ARTICLE 17 - PERSONAL LEAVE

- A. Absence not to exceed three (3) days per year will be allowed for personal matters. Personal Leave shall be unrestricted except for the following: Personal leave will not be granted on the first and last day of school or the day before or after following a day when school is closed for a holiday except for emergencies. Personal Leave shall not be used to seek employment, vacation, or other employment.
- B. The employee shall notify the supervisor at least three (3) days in advance of the day for which he/she is requesting leave. Emergencies situations not covered by an employee's sick leave which require absence from duties may be approved by the Superintendent.
- C. Any unused personal leave at the end of the school year shall be converted to the individual's sick leave accumulation. If an employee is at the maximum sick leave accrual amount, then he/she will be paid \$60.00 per day for the unused personal leave. Personal leave may be taken in full day increments.

#### ARTICLE 18 - HOLIDAYS

- A. Employees are paid part of their contractual salary for the following Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. Twelve-month employees are paid for Independence Day.

## ARTICLE 19 - VACATION

- A. After service of one (1) year with the Board of Education, each twelve-month employee is entitled to vacation leave with full pay for two (2) calendar weeks per year, excluding legal holidays. When such an employee has served the Board for ten (10) years, the vacation leave is increased to three (3) weeks per year. After service of twenty (20) years, the vacation is increased to four (4) weeks per year. Vacation leave will be calculated on the fiscal year beginning July 1 and balances will be reflected on pay stubs.
- B. Employees are encouraged to take their vacation leave; however, the statute creating vacation leave does not grant to the employee the unfettered right to take vacation whenever he/she chooses. One (1) year's earned time must be used by June 30<sup>th</sup> of the succeeding year or will be paid out on a daily rate. If your position requires a substitute, vacation must be taken during non-school days.
- C. When an employee separates from employment, the Board will pay for all unused vacation leave to a maximum of one (1) year's accumulation plus current year's accumulation. Upon the death of an employee, any accrued vacation leave (maximum one year's accumulation) plus the portion for the current year will be paid to the surviving spouse, to the children eighteen (18) years of age or older, the father or mother of the deceased employee in the manner prescribed by statute, or to the employee's estate.

## ARTICLE 20 - SEVERANCE PAY

- A. An employee employed by the Board for at least ten (10) years who elects to retire from service will be paid twenty-five percent (25%) of his/her accumulated and unused sick leave to a maximum of fifty (50) days. If you have the maximum sick leave accumulation at the time of retirement, you will be paid an additional three (3) days severance. The rate of pay for all such accumulated days will be the per diem rate of the employee at the time of his/her retirement. Per Diem rate is computed by dividing the employee's annual salary as of his/her last working day by the number of days regular required duty. Severance pay will be paid to the estate of a deceased employee if, at the time of death, the employee met all the eligibility requirements to receive severance pay. To be eligible for severance pay, the employee must be eligible to retire from any state or municipal retirement system in the State of Ohio and begun receiving benefits from the retirement system within sixty (60) days of his/her last date of employment.

Upon receipt of documentation from the retirement system authenticating official service retirement by the employee, the Board will process such severance pay. Once payment is made to the employee, the employee's accumulated sick leave balance is then "zero".

- B. Anyone hired who is a retiree of an Ohio System (STERS, PERS, SERS, Police and Firemen's Disability & Pension Fund, State Highway Patrol Retirement System, Cincinnati Municipal Retirement System) is not entitled to any severance benefits or retirement incentive benefits.
- C. All employees retiring from the East Clinton Local School District shall be issued a lifetime pass to all activities of the East Clinton Local School District.

#### **ARTICLE 21 - JURY DUTY LEAVE**

- A. When a member is called for jury service, he/she shall give the supervisor/administrator proper notice and he/she shall suffer no loss in salary while on jury duty provided the member promptly gives the Treasurer any compensation received by him/her for serving as a juror. When a member is required to appear in court in an action arising from his/her employment with the Board, he/she shall suffer no loss of pay.

#### **ARTICLE 22 - CHILD CARE LEAVE**

- A. If requested, child care leave without pay shall be granted to a member to care for his/her newly born or newly adopted child for up to twelve (12) consecutive months. A member shall submit a written notice to the Superintendent at least thirty (30) days prior to his/her initiation of the child care leave except where the adoption procedures give less than thirty (30) days notice. The notice shall state the approximate date the leave shall commence. While on leave, the member shall be entitled to continue on the group insurance plan provided he/she pays the full cost of premiums for said coverage to the Treasurer of the Board in advance each month.
- B. At the expiration of the leave, the member shall be offered the same position within his/her classification. Child care leave shall not extend a limited contract past its term but the taking of such leave shall not be considered cause for non-renewal. Seniority shall not accrue while on leave. However, upon return, said

member will maintain his/her previous seniority status. If the member wishes to purchase retirement credit for the period of time on unpaid leave, he/she shall pay his/her portion of the retirement contribution as well as the Board's portion of the retirement contribution.

### ARTICLE 23 - ATTENDANCE INCENTIVE

- A. Employees shall receive a monetary incentive for perfect attendance in the following manner and under the specific conditions:
1. Perfect attendance will be determined during each quarter (grading period) of each school year;
  2. If an employee has perfect attendance for the first, second, third, or fourth quarter, he/she will be entitled to receive the amount of \$100.00 for each quarter of perfect attendance;
  3. If an employee has perfect attendance all four quarters of the school year, he/she will be entitled to an additional amount of \$100.00;
  4. Distribution of the accumulated monetary incentive for each employee shall occur at the end of the year, no later than the second pay of July, subject to applicable withholdings and contributions;
  5. Absences due to jury duty, subpoenaed court appearance, assault leave, vacation, and professional development leave shall not be counted when determining an employee's eligibility for the Attendance Incentive.

### ARTICLE 24 - WAGES

- A. Wage increases - Employees shall receive a one and one-half percent (1.5%) wage increase for the 2014-2015 school year, and a two percent (2%) wage increase for the 2015-2016 school year. All wage increases shall be retroactive to July 1, 2014.
- B. SERS pick-up - The East Clinton Board of Education shall annuitize each employee's total contribution to SERS by deducting that amount before each employee is paid. The procedure shall be as follows:

- C. The Board shall designate each employee's mandatory contribution to the State Employees Retirement System as "picked-up" by the Board although they shall continue to be designated as employee contributions. The amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the then current percentage of the employee's mandatory SERS contribution. No employee's total salary shall be increased thereby.
- D. Employees will be paid in twenty-four (24) payments per fiscal year, the 15<sup>th</sup> and 30<sup>th</sup> of each month. If a pay falls on a Saturday or Sunday, pay day shall be the preceding Friday. Direct Deposit is required with e-mail notification. Employees are responsible for notifying the Treasurer's office of any changes in their bank account status. Employee is allowed up to three (3) bank accounts for direct deposit. Any corrections to pay will be placed on the next paycheck. The first pay of the school year shall be September 15<sup>th</sup> for food service employees and September 30<sup>th</sup> for transportation employees, with the exception of twelve-month employees which shall be July 15<sup>th</sup> of each contract year.
- E. Optional payroll deductions: American Fidelity, City Taxes, Annuity Companies: Axa Equitable, Ameriprise, Putnam, Modern Woodman. Washington National (Cancer, Intensive Care, Heart).
- F. Any errors or omissions in employees' paychecks will be corrected the next pay period if the error or omission is brought to the attention of the Treasurer within two (2) working days immediately following the pay date in question, unless other arrangements are made and agreed upon by the Treasurer.

#### ARTICLE 25 - PAYROLL DEDUCTIONS

The Board shall provide payroll deductions for each member of the bargaining unit, at no charge to the member and/or the Union for the following payroll items:

- A. Taxes (city, state and federal)
- B. Union dues
- C. Group insurance plans where give (5) or more request deduction for the same plan.

- D. State Employees Retirement System
- E. Annuities, providing at least five (5) members wish to take advantage of the same annuity program.

#### ARTICLE 26 - SICK LEAVE

- A. Each employee will accumulate sick leave at the rate of 1.25 days per month (15 days per year). Unused sick leave will accumulate up to a maximum of 200 days. Employees may use sick leave for absence due to personal illness, injury, or exposure to a contagious disease, pregnancy, and a reasonable number of days for illness in the member's immediate family. Immediate family is defined as meaning spouse, children, brother, sister, father, mother, father-in-law, mother-in-law, step-children under eighteen (18) years of age and any other relative living in the same household as the member. The maximum number of days allowable for such death is five (5) days; of spouse, children, brothers, sisters, father, mother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-parents, grandparents, grandchildren, aunts, uncles, and any relative living in the same household as the member, however, additional days can be approved by the Superintendent when there is good cause shown.
- B. In order to utilize sick leave, the employee furnish a written, signed statement on a form prescribed by the Board to justify the use of sick leave. If medical attention is required, the written request for sick leave shall include the name and address of each attending physician consulted and the dates when consulted. Falsification of a sick leave request shall be grounds for termination of employment pursuant to Section 3319.16 of the Ohio Revised Code.
- C. The Board has a right to request a medical release to return to work for any employee who misses five (5) consecutive days. Falsification of a sick leave form shall be grounds for termination of employment pursuant to Section 3319.16 of the Ohio Revised Code.
- D. R C 8.09 states the Board of Education is required by statute to advance sick leave to any employee who has either exhausted his/her accumulation or is newly hired and has no accumulation to his/her credit. Such advancement must be no less than five (5) days.

- E. A request to advance unearned sick leave form will need to be filled out and approved by the Immediate Supervisor and Superintendent.

#### ARTICLE 27 - MILITARY LEAVE

- A. Any member who has left or leaves a position, by resignation or otherwise, and within forty (40) days thereafter entered or enters the uniformed services, and who has returned or returns from such service with a discharge other than dishonorable, shall be reemployed by the Board of the district in which he/she held such position, under the same type of contract as that which he/she last held in such district if the member, within ninety (90) days after such discharge, applies to the Board for reemployment.
- B. Upon such application, the member shall be reemployed at the first of the next school semester, if the application is made not less than thirty (30) days prior to the first of the next school semester, in which case the member shall be reemployed the first of the following school semester, unless the Board waives the requirement for the thirty (30) day period.
- C. For the purposes of seniority and placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof, shall be counted as though service had been performed during such time.
- D. The Board in which such member was employed and is reemployed under this section may suspend the contract of the member whose services become unnecessary by reason of the return of their position from service in the armed services or auxiliaries thereof, in accordance with Article 30, Reduction in Force.

#### ARTICLE 28 - ASSAULT LEAVE

- A. Pursuant to Section 3319.13 of the Ohio Revised Code, a member of the bargaining unit who is physically disabled as a result of a physical assault on him/her while the employee is performing duties required by his/her contract with the Board and occurring on school premises or during a school-sponsored function, and not caused by another employee of the District, shall be entitled to assault leave. This leave will not be available to an employee who provoked the

assault which is the basis for said leave request. If the Superintendent refuses the leave, employee can take it directly to grievance at Level Four.

- B. When such physical assault results in absence due to medical reasons, such absence shall be at no loss of pay and the employee shall not be charged with sick leave up to a maximum of twenty (20) school days per member, per school year.
- C. Medical verification shall be furnished to the personnel administrator for all such assault leave requests of more than one (1) day. The Board shall have the right to require medical examination by a physician acceptable to both parties after the member has been absent for three (3) work days per occurrence. In such event, the Board shall pay the full cost of the examination.

#### ARTICLE 29 - LEAVE OF ABSENCE

- A. Upon written request of an employee, the Board may grant a leave of absence without pay and shall grant such leave where illness or other disability is the reason for the request. If applying for leave for medical reasons, the employee shall supply, with the request, a statement from a physician specifically stating in terms of months, weeks, and/or days, the period of time the employee will be unable to return to work because of illness
- B. While on leave, the employee shall be entitled to continue on the group insurance plans provided he/she pays the full costs of premiums for said coverage to the Treasurer in advance each month.
- C. At the expiration of the leave, the employee shall be offered the same or similar position within his/her classification.
- D. This leave of absence shall not extend a limited contract past its term, but the taking of such leave shall not be considered cause for non-renewal.
- E. Seniority shall not accrue while on leave. However, upon return, said employee will maintain his/her previous seniority status.

### ARTICLE 30 - REDUCTION IN FORCE

- A. When the Board determines it is necessary to reduce the number of employees in the bargaining unit for reasons to include, but not limited to, abolishment of positions, lack of funds, lack of work, or for any other reason, the following procedure shall prevail:
1. The number of people affected by a reduction in force will be kept to a minimum by not replacing employees who resign or retire insofar as practical.
  2. When it becomes necessary to suspend an employee's contract as a result of reduction in force, the affected employee shall be laid off according to seniority within the bargaining unit classification with the least senior employee laid off first. Each employee to be laid off shall be given written notice of the fact at least seven (7) days prior the effective date of the lay off.
  3. For the purpose of this provision, seniority shall be defined as the uninterrupted length of continuous service to the Board of Education in a bargaining unit position computed from the latest date of hire. The date of hire is determined per official minutes of the Board of Education. Contractual leave shall not be considered a break in service.
  4. The Board of Education shall determine the number of employees to be laid off.
  5. The persons laid off shall be placed on a recall list and shall be reinstated in reverse order of lay off. Reinstatement shall be made from the list before any newly employees are hired in that classification. Employees' names shall remain on the recall list for a period of two (2) years from the effective date of lay off. As vacancies occur and reinstatements implemented, the most senior employee on the recall list will be notified that a vacancy has occurred. Within seven (7) calendar days after this notice is mailed to the employee, the employee shall respond to the Board of Education in writing advising as to whether or not the employee accepts the offered position. Employees who indicate they do not accept the offered position shall be removed from the list. If the employee fails to respond to the mailed notice within seven (7) calendar days from the

posting of the notice, his/her name shall be removed from the recall list and his/her employment shall be terminated.

6. This lay off and recall provision supersedes and replaces, in its entirety, all laws of the State of Ohio including, but not limited to, 3319.081 of the Ohio Revised Code and it is generally understood between the Board and the Union that the Board may lay off classified employees in the event an employee's position is abolished as a result of privatization of any of the School District's support staff operations.

### ARTICLE 31 - DISCIPLINE

- A. Reasons for Suspension. The Superintendent may suspend an employee without Board approval for up to fifteen (15) work days without pay for gross inefficiency or immorality, violation of Board policy and regulations, or for any other good and just cause.
- B. Suspension in Writing. Prior to suspension, the Superintendent will provide the employee reasons for suspension in writing and provide a copy of said notice of suspension to the Union representative.
- C. Right to a Hearing. After receipt of the written reasons, the employee shall have the right to a hearing before the Superintendent to defend the allegations brought forth by the Superintendent.
- D. Right to Representation. The Union representative will have the right to be present at said hearing and present evidence against the suspension.
- E. Hearing Time and Place. The hearing shall take place at a mutually agreed to time and place not to exceed five (5) working days.
- F. Written Decision. A written decision shall be given to the employee prior to the Superintendent suspending the employee.
- G. Suspension Without Pay/Termination. Members of the bargaining unit may be suspended without pay in accordance with the provisions of this article. The Superintendent may terminate a member of the bargaining unit's contract for the reasons as provided in 3319.081 of the Ohio Revised Code.

- H. Right of Appeal. Employee may appeal a suspension or termination through the grievance process as provided for in the contract.
- I. Representative for Disciplinary Meeting/Hearing. The employee shall be entitled to have a representative present at the disciplinary meeting or hearing to explain his/her position before disciplinary action is taken.

## ARTICLE 32 - FRINGE BENEFITS

### A. Hospital/Major Medical Insurance

1. The Board shall provide to eligible members employed by the Board the health insurance plan available through EPC or comparable coverage with the Board paying ninety percent (90%) of the single premium and seventy percent (70%) of the family premium. To qualify for the insurance benefit past the end of the school year, a person leaving Board's employ must date the letter of resignation effective August 30.
2. If a husband and wife are both employed by the Board, the Board shall provide either one family or two single plans. The choice/type of plan shall be determined by the District.
3. The member's share of the premium payment shall be processed through a Section 125-A Internal Revenue Code Plan.
4. Members will be given a copy of the plan's current specifications summarizing the benefits and coverage levels at least annually.

### B. Dental Insurance

1. The Board shall provide the dental plan available through EPC or comparable plan, including orthodontia of \$1,000.00, with the Board paying ninety percent (90%) of the single premium and seventy percent (70%) of the family premium for all members of the bargaining unit.
2. If a husband and wife are both employed by the Board, the Board shall provide either one family or two single plans. The choice/type of plan shall be determined by the District.

3. See Appendix for specifications.

C. Vision Insurance

1. The Board will make a supplemental vision insurance plan available to eligible members through EPC. Members will be responsible for paying 100% of the insurance premium through voluntary payroll deduction.
2. If a husband and wife are both employed by the Board, the Board shall provide either one family or two single plans. The choice/type of plan shall be determined by the District.

D. Life Insurance

The Board will provide group life insurance for each member in the amount of \$40,000 to the extent that such insurance is obtaining on the same terms, conditions and costs as all other employees.

**ARTICLE 33 - DRUG AND ALCOHOL TESTING**

- A. Pre-Employment. Prior to the first time an employee performs duties for the Board, the employee may be required to undergo testing for controlled substances and alcohol. This requirement pertains to all new hires and any existing employees transferred to any new position requiring the duty of driving a motor vehicle. The Board is under no obligation to hire any applicant who fails a drug or alcohol test or to allow a person to transfer to any existing position if the employee has failed an alcohol or drug test.
- B. Reasonable Suspicion Testing. In the event the Board has reasonable suspicion to believe that an employee is using drugs, alcohol, or other chemical substances while on the job, or has reported to work under the influence of alcohol, drugs, or chemical substances, the administration may order the employee to submit to a urine or blood test for alcohol/drug screening. The test shall be conducted by a hospital or independent laboratory, and a triple screen test shall be performed. The test will be at the Board's expense. All substances found will be identified, and the results will be supplied to both the employee and the administration. All employees are required to submit to testing based on "specific, contemporaneous, articulable observations concerning the appearance, behavior,

speech or body odors of the employee." Reasonable suspicion testing is authorized during, just preceding, or just after a period of a work day.

- C. Random Testing. At a minimum of at least one-quarter ( $\frac{1}{4}$ ) of the number of employees who are required to drive a bus or van shall be randomly tested on an annual basis.
- D. Discipline. In the event that an employee is found to have utilized illegal drugs, abused prescription drugs or other chemical substances, or been under the influence of alcohol while on duty, the employee will be terminated. In the event that the employee refuses to submit to drug/alcohol screen, the employee may be subject to immediate termination from employment. The employee may file a grievance on any or all discipline given up to and including termination under the provisions of the alcohol and drug testing policies.
- E. The parameters for complying with drug and alcohol levels pursuant to this policy shall be in accordance with those amounts provide by the Federal Department of Transportation.

#### ARTICLE 34 - GRIEVANCE PROCEDURES

- A. Grievance Policy. The Board recognizes an interest in effective personnel management. A procedure is necessary whereby employees can be certain of a prompt, impartial and fair hearing on their grievances. Such procedure shall be available to all employees and no reprisals, of any kind, shall be taken against any employee initiating or participating in the grievance procedure.
- B. Definition of Grievance. A grievance is a complaint involving a violation, misinterpretation or misapplication of this contract.
- C. Purpose. The purpose of this grievance procedure is to secure, at the lowest possible administrative level, proper resolutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as permitted under Ohio law, at all levels of the procedure.
- D. Days Defined. Days shall be defined as calendar days. If the grievant fails to appeal the decision of the administrator from one step to the next or fails to file the grievance in the timelines herein provided, the failure to timely file the grievance or the appeal shall be deemed a waiver of the right of the grievant to

continue the grievance. If the administration does not respond to the grievance within the time limits set forth at each step of the grievance procedure, the grievance shall automatically be deemed appealed to the next step of the grievance procedure.

E. Grievance Procedure.

1. Step One: Any employee, group of employees, or the Union shall first discuss such grievance with his/her immediate supervisor or the appropriate administrator.
2. Step Two: 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 supervisor or appropriate administrator. If such written grievance is not lodged/filed within seven (7) calendar days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived.

The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based and a reference to a specific provision of the contract allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed with the Superintendent.

The employee shall have the right to request a hearing before the supervisor. If such a hearing is requested, the employee or appropriate administrator shall mutually agree as to the time, place and date of the hearing. The parties may be represented by a union representative at this hearing.

The supervisor or appropriate administrator shall take action on the written grievance within seven (7) calendar days after receipt of said grievance, or, if a meeting is requested, within seven (7) calendar days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and a copy sent to the employee, the union and the Superintendent.

3. Step Three: If the action taken by the supervisor or appropriate administrator has not resolved the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent.

Failure to file such appeal within seven (7) calendar days from the receipt of the written response of the principals or appropriate administrators shall be deemed a waiver of the right to appeal and the grievance shall be void.

Upon request of the employee, a hearing shall be conducted by the Superintendent within seven (7) calendar days after the receipt of the request. Superintendent and employee shall mutually agree as to the time, place and date of the hearing. The parties shall have the right to be represented at such hearing by a union representative.

The Superintendent shall take action on the appeal of the grievance within seven (7) calendar days after receipt of the written appeal, or, if a hearing is requested by the employee, within seven (7) calendar 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 union and the supervisor.

4. Step Four:

- a. If the grievant is not satisfied with the suggestion for resolving the grievance received at Step Three, the Union, within seven (7) work days of receipt of such written response, notify the Superintendent of its intent to proceed to arbitration.
- b. The parties mutually agree to use the following two arbitrators:
  1. David Stanton
  2. Robert Stein

Assignment of grievances shall be made on a continuous rotating basis among the three above mentioned arbitrators. In the event that an arbitrator is unable to remain on the list, the parties shall meet to mutually agree on a replacement.

- c. With the exception of selection of the arbitrator, or any other contractual provision related to the arbitration hearing, the parties agree that the arbitration process shall adhere to the American Arbitration Association's rules.

- d. The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling and issue his/her decision within forty-five (45) calendar days of the hearing.
- e. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board discretion nor interfere with the powers, duties and rules and regulations having the force and effect of law. Additionally, the arbitrator shall have no power to alter, add to, modify or subtract from the terms of this agreement.
- f. The arbitrator has the authority to determine arbitrability if such an issue exists. The Board must raise the issue of arbitrability thirty (30) workdays after receiving notice from the Union of its intent to proceed to arbitration. Such notice shall include a motion of supporting memorandum submitted to both the Union and the arbitrator. The Union shall have thirty (30) workdays in which to file a response to the board's memorandum to both the board and the arbitrator. The arbitrator shall make a ruling on the arbitrability issue prior to hearing the grievance.
- g. The arbitrator shall have the power to subpoena witnesses and documents.
- h. No later than ten (10) workdays prior to the scheduled arbitration hearing a disclosure conference must be held between the representatives of the board and the Union at which time all documents, exhibits, evidence, and names of witnesses and the nature of their testimony shall be disclosed. Failure to disclose prior to the hearing shall result in the exclusion of said evidence, exhibit, or testimony at the arbitration hearing.
- i. The ruling of the arbitrator shall be binding.

- j. Arbitrator's expenses and fees shall be paid by the unsuccessful party in the arbitration proceeding. However, the arbitrator shall also have the authority to prorate the arbitration expenses and fees between the parties based upon his/her discretion.

#### ARTICLE 35 - ABSENTEEISM POLICY

- A. If an employee is absent for more than seven (7) or more "occurrences" in a work year, beginning with the eighth occurrence, the following discipline may be administered at the superintendent's discretion:
  - 1. 8<sup>th</sup> occurrence, employee receives verbal reprimand.
  - 2. 9<sup>th</sup> occurrence, employee receives written reprimand.
  - 3. 10<sup>th</sup> occurrence, employee receives one (1) day suspension without pay.
  - 4. 11<sup>th</sup> occurrence, employee receives three (3) days suspension without pay.
  - 5. After the 12<sup>th</sup> occurrence, the Board may consider additional suspensions up to and including termination.
  
- B. Definition of "occurrence": An occurrence shall be defined as an absence from work for any part or all of the work day. Consecutive days absent from work as a result of illness or injury will count as a single occurrence. Absences from work for any of the following reasons shall not be considered an occurrence:
  - 1. Vacation
  - 2. Personal leave for reasons other than illness
  - 3. As determined by Superintendent or Designee.
  
- C. For the 2014-2015 school year, employees will not be charged with an occurrence for absences which occur prior to the signing of this contract. As of the signing of this contract, all bargaining unit members will have zero occurrences for the school year. The work year will be defined to be July 1 through June 30 for the purpose of this provision. Each July 1<sup>st</sup> all employees shall start a new zero

occurrences balance and discipline shall start at the beginning of the progression table.

- D. All disciplinary procedures related to this provision shall supersede the procedures and due process requirements prescribed by Ohio law. An employee may appeal discipline under this provision only through the Grievance process provided in this contract. Any employee disciplined under this provision shall be given the right to an informal hearing with the Superintendent, Union representatives, or his/her designee at least twenty-four (24) hours prior to receiving a reprimand, suspension or termination pursuant to the terms of this absenteeism procedures/discipline. At such meeting the employee may provide written notice and/or documentation as to their illnesses and the purpose, or the reason, for the use of prior sick leave.
- E. The Board reserves the right to accelerate disciplinary measures when an employee fraudulently reports the use of sick leave.

#### ARTICLE 36 - PROBATIONARY PERIOD

- A. New Employees. The paid probationary period for a new bargaining unit employee will be one (1) year. Such probationary period may be extended for an additional ninety (90) days by the Administration in accordance with a written employment evaluation. All new bargaining unit employees receive a letter, within two (2) weeks after commencing employment, outlining the probationary timelines conditions of continued employment. Probationary employees may be terminated without cause at any time during the probationary period and, if terminated, shall have no right to appeal through the grievance and arbitration provisions of the agreement, to court. New probationary employees are employees at will. Upon completion of an employee's probationary period, the employee shall receive employment contracts consistent with Ohio Revised Code Section 3319.08, i.e. 1 year, 2 year, then continuing.
- B. Lateral Moves. Lateral moves (i.e. another building, work area or shift) will not be subject to another probationary period.
- C. Promoted/Transferred Employees. The Probationary period for promoted or transferred employees will be ninety (90) work days. If the Board decides to remove the promoted or transferred employee and return the employee to the employee's previous position, the Board will give written notice to the employee

before the expiration of the probationary period. A bargaining unit member holding the position vacated by the promoted or transferred employees shall be returned to his/her prior status if the promoted/transferred employee returns to his/her prior position.

#### ARTICLE 37 - MISCELLANEOUS

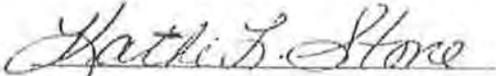
- A. Printing of Contract- The Board will provide copies to bargaining unit members.
- B. Savings Clause- Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law, existing or promulgated in the future, or by any tribunal or competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions thereof and they shall remain in full force and effect.
- C. The Board and the Union agree that all items in this Contract which supersede applicable state law and which may permissibly do so under ORC Section 4117.10(A) shall not be affected by this Article. Should any clause of this Contract be held to be in violation of a state and/or federal law, or valid rule or regulation adopted by a state or federal agency, by a court of competent jurisdiction, then that clause of the Contract shall be rendered null and void, but the remainder of the Contract shall remain in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Contract relative to the affected provision within ten (10) days by demand of either party.

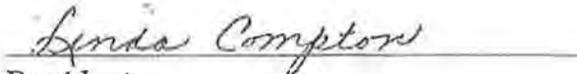
ARTICLE 38 - DURATION

The term of this agreement shall be October 15, 2014 through June 30, 2016.

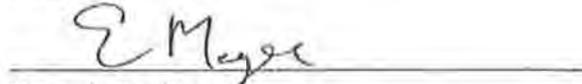
OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES, LOCAL 4

EAST CLINTON LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION

  
President

  
President

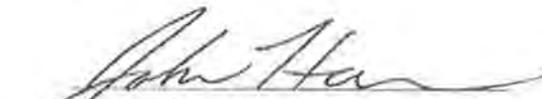
  
Vice-President

  
Superintendent

  
Treasurer

Approved as to form:

Approved as to form:

  
John Horn

  
William M. Deters II, Esq.  
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**EAST CLINTON LOCAL SCHOOL DISTRICT  
 TRANSPORTATION & COOK'S SALARY SCHEDULE  
 EFFECTIVE JULY 1, 2014  
 PROPOSED**

<b>HEAD COOK</b>			<b>COOK</b>		
STEP	INDEX	HR. RATE	STEP	INDEX	HR. RATE
0	1.00	\$ 10.99	0	1.00	\$ 10.01
1	1.0325	\$ 11.35	1	1.0325	\$ 10.34
2	1.065	\$ 11.70	2	1.065	\$ 10.66
3	1.098	\$ 12.07	3	1.098	\$ 10.99
4	1.130	\$ 12.42	4	1.130	\$ 11.31
5	1.163	\$ 12.78	5	1.163	\$ 11.64
6	1.195	\$ 13.13	6	1.195	\$ 11.96
7	1.228	\$ 13.50	7	1.228	\$ 12.29
8	1.260	\$ 13.85	8	1.260	\$ 12.61

<b>BUS DRIVERS</b>			<b>VAN DRIVERS</b>		
STEP	INDEX	HR. RATE	STEP	INDEX	HR. RATE
0	1	\$ 13.22	0	1	\$ 12.45
1	1.0325	\$ 13.65	1	1.0325	\$ 12.85
2	1.065	\$ 14.08	2	1.065	\$ 13.26
3	1.098	\$ 14.52	3	1.098	\$ 13.67
4	1.13	\$ 14.94	4	1.13	\$ 14.07
5	1.163	\$ 15.37	5	1.163	\$ 14.48
6	1.195	\$ 15.80	6	1.195	\$ 14.88
7	1.228	\$ 16.23	7	1.228	\$ 15.29
8	1.26	\$ 16.66	8	1.26	\$ 15.69

<b>BUS MECHANIC</b>		
STEP	INDEX	HR. RATE
0	1.00	\$ 15.59
1	1.0325	\$ 16.10
2	1.065	\$ 16.60
3	1.098	\$ 17.12
4	1.130	\$ 17.62
5	1.163	\$ 18.13
6	1.195	\$ 18.63
7	1.228	\$ 19.14
8	1.260	\$ 19.64

Athletic Trip/Field Trip - \$12.00/hr  
 Bus Garage Helper - \$12.00/hr  
 On-Bus Training - \$ 19.00/hr

**EAST CLINTON LOCAL SCHOOL DISTRICT  
 TRANSPORTATION & COOK'S SALARY SCHEDULE  
 EFFECTIVE JULY 1, 2015  
 PROPOSED**

<b>HEAD COOK</b>			<b>COOK</b>		
STEP	INDEX	HR. RATE	STEP	INDEX	HR. RATE
0	1.00	\$ 11.21	0	1.00	\$ 10.21
1	1.0325	\$ 11.57	1	1.0325	\$ 10.54
2	1.065	\$ 11.94	2	1.065	\$ 10.87
3	1.098	\$ 12.31	3	1.098	\$ 11.21
4	1.130	\$ 12.67	4	1.130	\$ 11.54
5	1.163	\$ 13.04	5	1.163	\$ 11.87
6	1.195	\$ 13.40	6	1.195	\$ 12.20
7	1.228	\$ 13.77	7	1.228	\$ 12.54
8	1.260	\$ 14.12	8	1.260	\$ 12.86

<b>BUS DRIVERS</b>			<b>VAN DRIVERS</b>		
STEP	INDEX	HR. RATE	STEP	INDEX	HR. RATE
0	1	\$ 13.48	0	1	\$ 12.70
1	1.0325	\$ 13.92	1	1.0325	\$ 13.11
2	1.065	\$ 14.36	2	1.065	\$ 13.53
3	1.098	\$ 14.80	3	1.098	\$ 13.94
4	1.13	\$ 15.23	4	1.13	\$ 14.35
5	1.163	\$ 15.68	5	1.163	\$ 14.77
6	1.195	\$ 16.11	6	1.195	\$ 15.18
7	1.228	\$ 16.55	7	1.228	\$ 15.60
8	1.26	\$ 16.98	8	1.26	\$ 16.00

<b>BUS MECHANIC</b>		
STEP	INDEX	HR. RATE
0	1.00	\$ 15.90
1	1.0325	\$ 16.42
2	1.065	\$ 16.93
3	1.098	\$ 17.46
4	1.130	\$ 17.97
5	1.163	\$ 18.49
6	1.195	\$ 19.00
7	1.228	\$ 19.53
8	1.260	\$ 20.03

Athletic Trip/Field Trip - \$12.00/hr  
 Bus Garage Helper - \$12.00/hr  
 On-Bus Training - \$ 19.00/hr