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CONTRACT

BETWEEN

THE BEXLEY CITY SCHOOL DISTRICT BOARD OF EDUCATION

AND

OAPSE/AFSCME LOCAL 4/AFL-CIO AND ITS LOCAL #123

Effective July 1, 2014 through June 30, 2017

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PREAMBLE

This Agreement is entered into between the Bexley City School District Board of Education, hereinafter referred to as the "Board," and the Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4/AFL-CIO and its Local #123, hereinafter referred to as the "Union."

ARTICLE 1
RECOGNITION

1.01 Purpose

The expressed purpose of this Recognition Agreement is to confer onto the Union recognition rights for the purpose of engaging in collective bargaining of the issues of wages, fringe benefits, and terms and conditions of employment.

1.02 Recognition of the Union

The Board recognizes the Union as the sole and exclusive bargaining representative for all regular, employed non-teaching classified employees holding position in the following classifications:

1. Secretarial (SI, SII, SIII)
2 Custodial (Including Head custodian, Custodian I, II,)
3. Bus Driver
4. Food Service (Including Head Cook)
5. Maintenance (MI, MII, MIII)
6. Aides
7. Interpreters
8. Health Office Nurse

If the Board changes any classification, but does not change the function or the position in the classification, the newly renamed classification shall remain in the bargaining unit. However, if any new classification is incorporated, then the Board and the Union shall meet to determine inclusion or exclusion.

In the event of layoff, auxiliary services personnel and those Employees assigned to locations outside of Franklin County, shall not have the right to displace employees assigned to another building. They shall be deemed to be probationary employees and shall not achieve the job security protection of non-probationary employees under this Agreement.

1.03 The exclusions from the bargaining unit are:

A. As unclassified employees according to 124.11 (A)(B) ORC: the Central Office Secretary/Receptionist, the Payroll Clerk, and the Secretary to the Business Manager and the Director of Curriculum and Instruction, Community Support Specialist, Public Information Officer, person supporting the technology system for sound and lights, and the Accounts Payable Clerk.

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B. As non-certified Administrator supervisors or management level employees according to ORC 3319.02: Director of Building and Grounds, Food Service Director, Maintenance Manager, Business Manager, Supervisor of Maintenance/Transportation/ Warehouse, Assistant to the Treasurer, Administrative Secretary to the Superintendent, Network Assistant, Technology Director, Manager of Technology, Desktop Support Technician, Senior Data Base Administrator/Analyst/EMIS Coordinator, and Auxiliary Services Personnel.

C. Substitutes and student workers.

1.04 Both parties agree that all members of the bargaining unit have the right to join, participate in and assist the Union and the right to refrain from such without intimidation or coercion. Membership in any organization or the payment of any fee or assessment shall not be a condition of employment or continued employment for any employee. The Board shall deduct the dues of members of the Union upon presentation of a written deduction authorization by the employee.

ARTICLE 2
PAYROLL DEDUCTIONS

2.01 Payroll Deductions

A. Dues shall be payable by payroll deduction only. The Board agrees to deduct from wages of employees the payment of dues to the Union. The employee authorization must be submitted to the Board Treasurer by an officer of the Union.

B. The Union must notify the Board's Treasurer by September 1 of each year as to the total amount of dues to be deducted from each member. Notification shall be in the form of a letter signed by the Local President and/or Secretary-Treasurer.

C. Monthly payroll deductions shall be forwarded to the OAPSE State Treasurer within fifteen (15) days after the deductions are made along with an accounting as to each amount withheld and from whom it was deducted.

D. Deductions will be made each pay over the remaining pay cycle.

E. The authorization for membership payroll deductions of dues or fees shall be continuous and shall be revocable only during a ten

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(10) day period from August 22 through August 31 yearly. Revocations are done by sending a letter, which shall be executed and delivered during the revocation period to the Board Treasurer and the OAPSE State Treasurer.

F. The Union agrees to indemnify and hold harmless the Board and the Administration for any finding rising out of the provisions of this Article or upon reliance of authorization cards submitted by the Union to the Board.

PEOPLE

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

H. The deducted amounts shall be submitted by the District Treasurer to the OAPSE State Treasurer for both Union dues and the PEOPLE deduction. The Board Treasurer will notify the OAPSE State Treasurer as to the amount applicable to each area of deduction.

2.02 Fair Share Fee

A. A fair share fee will be implemented when, as certified to the Treasurer, the dues paying membership of the bargaining unit reaches 85%.

B. The procedure for the implementation of the fair share fee will be mutually written by the Board and the Union at the time the membership threshold reaches 85%.

ARTICLE 3
MANAGEMENT RIGHTS

3.01 Except as specifically abridged, delegated, granted or modified by the specific and express terms of this agreement, the Board hereby retains

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and reserves to itself, the Superintendent and other personnel in management all powers, rights, authority, duties and responsibilities conferred upon and vested in it or them by the laws and the Constitution of the State of Ohio and the United States.

3.02 The exercise of any management rights requires neither prior negotiations with nor agreement of the Union. Board rights shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any Board right.

ARTICLE 4
UNION RIGHTS

4.01 Equipment Use

Upon reasonable request, the Union shall have the right to use school buildings on the same basis as members of the general public and also use school equipment, provided such use is made on school property, does not interfere with the school use of such equipment, and is done when the classified member is not scheduled to work. Use of the telephone will be limited to local calls and the OAPSE Watts line and will not interrupt other employees on duty. The Union shall pay for all consumable supplies.

4.02 School Mail and Bulletin Boards

The Union and Board agree to abide by the past practice relative to the school mail delivery system and use of the bulletin boards.

4.03 Board Meeting Agenda

The Superintendent shall mail to the Local President or his/her designee an advance copy of the agenda for each Board meeting at the time it is sent to the Board members.

4.04 Board Policies

A. A written copy of all Board policies shall be placed in each Principal's office and shall be available to unit members on request. Board policies are not to be removed by unit members from the Principal's office and Business office.

B. Changes in Board policies shall be provided to the Local President.

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C. Anytime this Agreement requires provision of a document to the Union, its President or any other union representative, such document(s) can be given or provided electronically.

ARTICLE 5
HOURS AND OVERTIME

5.01 Work Week and Work Day

A. The individual bargaining unit member work week shall normally consist of five (5) consecutive days. Class II custodians will bid on their five (5) day schedules in August, 2000 based on their Class II seniority, subject to the best interests of the District.

B. The basic work day is eight (8) hours and the basic work week is forty (40) hours. This provision shall not be construed as a guarantee by the school system of eight (8) hours per day or forty (40) hours of work per week. Working hours may vary depending upon the requirement of different job classifications, length of service by the member per year, and needs of the school district.

5.02 Lunch Period

A. Bargaining unit members working five (5) or more hours per day shall be granted a thirty (30) minute duty-free unpaid lunch period. The one-half hour duty-free lunch break on a field trip of five (5) hours or more shall be paid at the field trip rate. On a five (5) or more hour field trip, an employee does not have to specify the lunch break time. Otherwise, an employee must specify the lunch break time, and if the circumstances prevented the employee from taking a lunch break, such must be noted on the time sheet.

B. Lunch periods shall be taken at the same time each day as mutually agreed to between the member and the supervisor. If agreement is not reached, the supervisor will assign a lunch period.

C. If a unit member is unable to take lunch at the regularly scheduled time due to assigned or volunteered work duties (e.g., field trips and emergencies) the member shall get prior approval from his/her supervisor to change the time. If the member is unable to contact the supervisor concerning the change, the member shall use his/her judgment to take lunch at a reasonable time within their regularly scheduled hours.

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5.03 Rest Periods

A. Bargaining unit members shall be granted a fifteen (15) minute paid rest period for each three and three quarter (3-3/4) hours consecutively worked.

B. The schedule of rest periods are set by the employee's immediate supervisor.

C. Normally, rest periods shall not be scheduled within the first hour and one-half (1-1/2) of the three and three-quarter (3-3/4) hours of work unless agreed to between the member and the supervisor.

D. Employees may not leave the building during the rest periods.

E. During his/her rest period, the employee is not permitted to interrupt or distract other employees from performing their duties.

F. Maintenance employees shall take their rest periods at the building in which they are working when their rest period occurs.

5.04 Overtime

A. The rate of pay for overtime shall be one and one-half (1-1/2) times the regular hourly rate of the bargaining unit member. Overtime pay shall be paid for all hours worked in excess of forty (40) hours in any week (Sunday through Saturday). All overtime work must be authorized by the bargaining unit member's immediate supervisor. "Hours worked" shall include paid holidays, jury duty, calamity days and vacation days as set forth in this agreement. "Hours worked" shall exclude all other hours, paid or unpaid, when the employee is not actually performing work, such as sick leave, personal leave, or similar leaves. See the Memorandum of Agreement attached to this Contract for examples of overtime calculation. The one-half hour duty-free lunch break on a field trip of five (5) hours or more shall be paid at the field trip rate. On a five (5) or more hour field trip, an employee does not have to specify the lunch break time. Otherwise, an employee must specify the lunch break time, and if the circumstances prevented the employee from taking a lunch break, such must be noted on the time sheet.

B. Hours worked on paid holidays applicable to bargaining unit members shall be compensated at two (2) times the regular rate of pay. Thus, the employee would receive his/her regular rate of pay (holiday pay) and 100% of his/her regular rate for hours actually worked on the holiday.

C. 1. There will be two (2) District-wide custodial/maintenance seniority rotation lists for overtime: one (1) list for all inside/athletic events and one (1) list for the snow removal team. All custodial and maintenance personnel will be placed on the inside/athletic events list, hereinafter known as the "main overtime coverage list." Employees may ask the Maintenance Manager/Supervisor in writing anytime during the year to have their name removed from the list. Once a name is taken off, it is off until July 1st. Only those members volunteering will be placed on the snow removal team list. A call for volunteers for the snow removal team will be sent out by Maintenance Manager or his/her designee each year in September. Any new custodial/maintenance staff hired after the snow removal list has been established shall have an opportunity to volunteer to be placed on the bottom of the list, if desired. They shall also be placed at the bottom of the main overtime coverage list unless they request in writing to be removed.

2. A substitute will first be used to fill in for any absent employee. If a substitute cannot be obtained, the overtime event will go to the seniority rotation list to be filled, unless it is deemed an emergency.

3. Bus drivers will have their own seniority rotation list for all extra trips and any regular route events when a substitute cannot be obtained.

4. Cooks will be given first right of refusal to do overtime events in their own buildings following seniority rotation. If all cooks in a building turn down a building event, it will be offered to the next senior cook in the District using a seniority rotation list for cooks. This list shall also be used for overtime/extra time performed outside of the school year.

5. Maintenance/Custodian overtime shall be distributed by the Maintenance Manager or his/her designee using seniority rotation and must be authorized and approved by the Superintendent or his/her designee. Because of the urgency of snow removal, it shall take precedence over regular overtime. An employee having to work snow removal in place of a selected regularly scheduled overtime event shall be allowed to go back to the regular overtime event and finish any remaining overtime in the event. The person filling in for the staff member, who had to do snow removal, will leave the event at the end of the first 2 hours when the snow team member returns to the overtime event.

6. Any overtime event that requires a higher skilled employee, such as a Maintenance 2 or Maintenance 3 employee, shall be filled only by

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the maintenance person with the appropriate skill level at the discretion of the Maintenance Manager, Supervisor or their designee. If these overtime events are required to be selected out of rotation, the person accepting these events will be skipped for their next rotation selection.

D. If an overtime/extra time event is cancelled, the assigned employee shall have first choice for the next available unscheduled overtime/extra time event plus remain at his/her current spot on the list. This paragraph only applies to custodial and maintenance.

E. The overtime rotation lists shall be posted in a conspicuous place for all employees to observe. If no one volunteers to work an overtime event, the event will be assigned on a reverse seniority rotating basis starting with the employee with the least seniority that is on the rotation list.

F. Food Service personnel who are required by the Food Service Supervisor or Business Manager to work at Board-approved non-school functions will be paid at the rate of one and one-half (1-1/2) times their regular hourly rate.

G. The administration may deviate from the overtime rotation lists for emergency overtime events. If an employee who is scheduled for an overtime event fails to show for any reason and does not notify the Maintenance Manager or Supervisor at least 24 hours in advance of the event will lose their next turn to pick an overtime event off of the main overtime coverage list. An exception may be made for an employee who has an extreme emergency that requires them to call off within the 24 hour time period before the event. They must divulge the emergency to the Maintenance Manager or Supervisor.

H. Employees must use the regular call-off procedure in accordance with Section 10.04(B) if they are unable to work overtime which they have accepted or been assigned to work.

I. The overtime rate shall not be paid for a job that an employee does occasionally and sporadically that is different from his or her usual job (for example, a custodian selling or taking tickets at a home football game, or working as a "site manager" at a special event). The rate for such work will be set by the Treasurer's office per Board policy. This paragraph is an exception to the overtime requirements of Article 5 of the Contract.

5.05 Call-In Pay

A. Any bargaining unit member who has completed his/her regularly scheduled work day and is called back to work or is called in to work at times not scheduled shall receive a minimum of two (2) hours pay in addition to regular pay due the employee on that day. This call-in pay does not include time worked immediately prior to or following the employees regular work day.

B. Such call-in time shall be authorized by the supervisor. The intent of this provision is to provide minimum paid hours for employees who are asked to give up time on weekends or evenings to provide necessary work as determined by the supervisor.

C. Only hours actually worked when an employee is called in shall be used in computing overtime. The call-in hours shall be computed on a straight time basis.

D. Placement on the call-in list is on a voluntary basis.

ARTICLE 6
VACATIONS AND HOLIDAYS

6.01 Vacations

A. Twelve month bargaining unit members shall be granted vacation days based on the following years of service in the Bexley City School District:

Years Employed	Days per Month	Days per Year
1 - 7 years	.83	10
8 - 14 years	1.25	15
15 - 20 years	1.67	20
21 years	1.75	21
22 years	1.83	22

The anniversary date for computing years of service will be June 30. A year of employment is defined at 120 days worked between July 1 and June 30.
The new rate of accumulation would begin upon the employee's completion of year 7, 14, 20, 21, and 22. At the end of years 8, 15, 20, 21, and 22, the employee would have accumulated the additional week or days of vacation.

B. After fulfilling the employment contract for the first year, an Employee who separates from employment will be paid for accrued but unused vacation days.

C. If there is a separation of employment from the Board prior to the completion of one year of employment, any vacation hours taken by the employee during that time will be forfeited back to the Board at the employee's hourly rate of pay for those hours.

D. Vacation will be accumulated upon the completion of the first full calendar month of service. Example 1: Employee starts work on October 1; employee will receive .83 vacation days on November 5 paycheck. Example 2: Employee starts the second work day in October; employee will receive .83 vacation days on December 5 paycheck for vacation earned for the month of November.

E. New employees are eligible to take vacation upon completion of their probationary period.

F. Employees may not use more than ten (10) days of vacation, (fifteen (15) days where the Employee is eligible for twenty (20) or more days of vacation) between the last day of the regular instructional school year and the first day of the following regular instructional school year, instructional school year being those days on which school is open for student instruction during the regular school year, not summer school. Employees must submit the required written vacation leave request form to his/her immediate supervisor for approval at least two (2) work days in advance of the requested vacation dates. The Superintendent/designee may approve exceptions to the above.

G. A maximum of ten (10) days plus one vacation leave may be accumulated at any one time. For example, a person employed for ten (10) years can accumulate a maximum of 25 days. When an employee reaches the maximum accumulation, the monthly amount will not be added to the balance.

H. No more than 10% of the bargaining unit may be on vacation at any one time. If more than 10% request vacation for the same time period, the date the Business Manager receives the application for leave will determine who receive priority. The Superintendent/ designee may approve exceptions to the above.

I. Vacation days must be taken in one-half (1/2) or full day increments only.

6.02 Holidays

A. Classified employees shall be granted the following paid holidays:

Independence Day*	New Years
Labor Day	Martin Luther King Day
Thanksgiving Day	Presidents Day
Good Friday	Memorial Day
Christmas Day	

This is a total of ten (10) paid holidays included in the work year for 12 month employees and eight (8) paid holidays for those on other schedules. The day after Thanksgiving is a paid holiday providing the day is not a school day with students present.

*12 month employees only.

B. During this contract, if any holiday in 6.02 (A) above became a school day with students in attendance, the bargaining unit member would be required to work. A compensatory day off would be granted to the bargaining unit member. The day off would require prior approval of the Director of Building & Grounds or Business Manager. In the event that more than one (1) employee requested the same day, seniority would be used as a guideline in granting the day off to the requesting employee(s).

6.03 Qualification for Holiday Pay

A. To receive pay for a holiday, the employee must be in pay status the day before and the day after the holiday.

ARTICLE 7
SEVERANCE PAY

7.01 Upon moving into the retirement system, classified staff members shall be paid remuneration for their unused sick leave according to the following provisions:

A. The amount to be paid to the staff member retiring shall be determined by multiplying the number of days credit by the daily rate of pay.

B. The daily rate of pay shall be the staff member's salary at the time of retirement divided by the number of days in the contract year.

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C. The number of days credit shall be one-fourth (1/4) of the number of accumulated days of unused sick leave to the maximum of fifty-five (55) and one (1) day for every ten (10) days over 250 accumulated and unused sick leave days.

D. In the case of employee death, the payment shall be made to the beneficiary named on the employee life insurance policy.

E. Any employee leaving the employment of the Bexley City School District after completing ten (10) years of service shall receive one-fourth (1/4) of all accumulated sick days up to twenty-five (25) days, regardless of the reason for the separation of employment.

7.02 Severance pay will be paid on the first pay in January ~~10~~ of the year following retirement to those staff members who are retiring under these provisions with the Bexley City School District. Application for this severance pay must be made to the Treasurer within thirty (30) days of the staff members last date of employment.

7.03 Receipt of payment of accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

ARTICLE 8
SERS PICK-UP

8.01 The Board shall make available to classified staff members the SERS pick-up effective January 1, 1985.

8.02 The pick-up will be of no cost to the Board and is solely for the purpose of reducing current tax for classified staff members and will remain in effect as long as Internal Revenue Ruling 81-36 remains substantially unchanged.

8.03 Classified staff members are individually responsible for reviewing the relationship between the pick-up and their other tax deferral arrangements, if any.

ARTICLE 9
CALAMITY DAYS

9.01 When schools are closed by the Superintendent because of weather, epidemic or other public calamity bus drivers, food service workers, building secretaries and aides shall not be required to report to work unless they have duties to perform at schools that are not closed due to

the calamity.

Transportation services will be suspended to all schools served by the Bexley school buses on those days the Bexley Schools are closed by the Superintendent due to weather calamity.

Where Bexley Schools are open but the schools to which the driver transports students are closed as a calamity day, the following rules apply:

A. The driver will be paid for the normal route time involved for the school(s) that was (were) closed.

B. The driver will be paid as non-calamity pay for hours driven for Bexley Schools on such days when Bexley is not closed.

C. All hours paid as calamity hours would count towards the calculation of overtime.

D. Pay for field trips driven for Bexley will be paid for a normal field trip rate and hours over forty (40) would be paid at time and a half per the Contract.

9.02 Those employees not required to report to work shall be paid their regular rate of pay for scheduled hours on such calamity days.

9.03 Employees required to work on a calamity day shall be paid two and one-half times their regular rate of pay for hours worked on the calamity day. Thus, the employee will be paid his/her regular rate of pay as calamity day pay and time and one-half of his/her regular rate for hours actually worked on a calamity day. If the Sheriff has established a Level III emergency in Franklin County, employees will not be required to report unless specifically designated and legally able to do so. If an employee is absent because his/her county other than Franklin is under a Level III emergency but Bexley is open for school, the absence is excused and the employee may use available personal leave or vacation leave or be docked for the day; if Bexley is also closed on that day, Section 9.02 will apply.

9.04 Only that part of the day during which schools are declared closed shall be considered as a calamity day. Hours worked on that part of the day not considered as a calamity day will be paid at the employees regular rate of pay.

9.05 Employees not mentioned in 9.01 above (e.g., maintenance, custodial staff) shall work on a calamity day on an as needed basis as determined by the Superintendent/designee.

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9.06 Bus drivers shall be guaranteed a minimum of two (2) hours pay during calamity days for driving to other school districts. If they drive more than two (2) hours they shall be paid at their regular rate of pay for all time driven.

9.07 When the Board pays a substitute calamity day pay where the regular employee is on an absence for at least ten (10) consecutive work days or on any Board-approved unpaid leave, the absent employee will not have paid leave credited back to him/her. Certain classifications are expected to work on days that schools are closed due to weather or other public calamity. If an employee in such a classification repeatedly calls off work before a closing, that constitutes abuse of leave and can be the subject of discipline.

ARTICLE 10
LEAVES

10.01 Educational/Professional

A. Upon a written request, the Board of Education may grant a leave of absence for a period of not more than two (2) years for educational or professional purposes.

B. Upon return the employee will be placed in the same or similar position that they held at the time the leave was requested.

C. The employee filling in the position of the bargaining unit member who is on leave will be employed only for the length of time the regular employee is on leave. When the regular employee returns to work, the replacement employee will be separated from employment at a date convenient to the Board.

10.02 Jury Duty

A. In the event an employee is notified to appear for jury duty s/he shall submit such notice to the Board Treasurer's office upon receipt of the notice to serve and prior to the dates involved.

B. Time required for the employee to serve as a juror shall be release time not chargeable to either sick leave or personal leave.

C. The employee shall receive his/her regular rate of pay during the time he/she is required to serve as a juror. The employee may retain any fees and expenses he or she receives from the court for serving as a juror.

10.03 Union Leave

A. The Board may allow, upon written request, up to a maximum of nine (9) days per year for the bargaining unit to send the Local President and two (2) elected delegates to attend the annual OAPSE Delegate Convention.

B. The Board may allow, upon written request, an additional three (3) days of leave to a bargaining unit member who is elected to a State, Regional or District OAPSE office to attend the annual OAPSE Delegate Convention.

C. In the event the Board secures a substitute for an employee on Union leave described above, the Union shall pay to the board all costs for the substitute. No reimbursement for travel, lodging or meals shall be paid by the Board for any bargaining unit member on Union leave.

10.04 Sick Leave

A. Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, credited at the rate of one and one-fourth (1-1/4) days per month. Sick leave accrual starts the first full month of employment. Example: the employee starts work on October 1. On the October 5 pay the employee receives 1.25 days of sick leave. If the employee starts on October 5, the employee initially receives 1.25 days on November 1.

B. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, or injury in the employee's immediate family. Unused sick leave shall be unlimited. Sick leave may be taken in full, half, or quarter day increments. Employees must call off work at least one (1) hour before first shift and at least three (3) hours before second or third shift.

C. Any accumulated sick leave of a person separated from any other public service shall be transferable provided the years of service were within a ten (10) year period of time.

D. The Board may require a signed statement from a doctor to justify use of sick leave if such leave exceeded three (3) consecutive days. If sick leave is taken and medical attention was required the

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Board may require a signed statement from a doctor to justify the use of sick leave, if such leave exceeded three (3) consecutive days. This provision will not be administered in a capricious or arbitrary manner.

E. For purposes of this Agreement, immediate family includes parent, grandparent, son, daughter, brother, sister, aunt, uncle or in-laws bearing any of these relationships, spouse or any individual who is a member of the staff member's immediate household. Sick leave may be used in conjunction with the death or hospitalization of a grandchild or stepchild in accordance with paragraph (F).

F. An employee may be granted three (3) consecutive work days of absence utilizing sick leave credit for death in the employee's immediate family. Additional days may be granted by the Superintendent/designee in cases where excessive travel or special circumstances seem to warrant additional days. This request shall be provided to the Superintendent at the earliest possible time.

G. Each OAPSE staff member who has exhausted his/her accumulated sick leave shall request in writing and may be advanced up to ten (10) days of sick leave. Such advance, if approved by the Board/designee, shall be given one (1) time only, unless the OAPSE staff member submits a letter from his or her physician or a family member's physician with a detailed explanation of the individual's injury or illness. If any of these ten (10) days of sick leave are used, they shall be deducted from the sick leave accumulated during that year of employment, or if necessary, from the following employment year. If a staff members employment ends using advanced sick leave and not earning the same, he/she will have the per diem amount deducted for said unearned sick leave from the last salary check issued by the Boards Treasurer. If an employee has exhausted his/her sick leave, he/she may use other paid leave (vacation or personal) or unpaid leaves if he/she is unable to work due to a medical condition of the employee or an immediate family member, if necessary as certified by the health care provider. If the employee is absent for medical reasons as certified by the health care provider for more than five (5) consecutive days and his/her sick leave expires during that absence, the employee (no more frequently than one time within a two-year period) can use vacation on an emergency basis.

H. Upon return to work, a sick leave form must be submitted to the Director of Building & Grounds within twenty-four (24) hours. If absent on the last day of the month, all sick leave for that month

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must be turned in by the beginning of the 2nd work day in the next month.

I. In the event of catastrophic, prolonged, or chronic illness of a bargaining unit member or member of the immediate family, a bargaining unit member who has exhausted his/her sick leave may request, through the Union, that the Superintendent authorize voluntary transfer of unused sick days from other bargaining unit members to the affected member to be used by the member as sick leave. Guidelines for administering this provision will be mutually developed by the Superintendent and Local Union, within five (5) school days of the request.

1. Any bargaining unit member may donate up to three (3) days of unused sick leave which will then be deducted from the donating member's sick leave and will not be transferred back.

2. A doctor's statement will be required with the request for catastrophic sick leave in order for it to be considered.

3. Catastrophic sick leave days will be paid at 100% of the requesting member's daily rate of pay.

4. The receiving member will not earn sick or personal leave or vacation leave or holiday pay while using donated leave days.

5. The receiving member cannot use donated days to extend the date on which his/her disability retirement takes effect, if applicable.

6. The receiving member cannot use a total of more than sixty (60) donated leave days.

7. Any unused sick leave shall remain in the sick leave bank until such time it is needed.

10.05 Personal Leave

A. Subject to (D) below, each classified staff member shall be entitled to not more than three (3) days of absence, with pay, per contract year (July 1 through June 30) due to personal business or obligations which cannot be conducted other than on school time. Employees who begin or end employment during midyear shall receive a pro-rated amount of personal leave. Such days shall not

be deducted from sick leave.

B. A staff member shall give written notice to his/her supervisor at least forty-eight (48) hours in advance of his/her intention to take such leave. If used for an emergency, the staff member will notify his/her supervisor as soon as possible prior to said leave and disclose the emergency.

C. Personal leave shall not be granted the day before or after a holiday, except in an emergency which must be disclosed.

D. An employee may rollover up to two (2) unused personal leave days into the next school year, having no more than five (5) total personal leave days available in any school year. Provided, however, that no more than three (3) consecutive contract days may be used unless the employee provides the reason for the requested leave and obtains the Superintendent's/Designee's approval. Denial by the Superintendent/Designee cannot be the subject of a grievance.

10.06 Child Care Leave

A. An unpaid child care leave shall be granted to an employee in keeping with the following provisions:

1. An employee who becomes knowledgeable of the birth or anticipated birth of his/her child, or who is adopting a child is eligible to take an unpaid child care leave.

B. At the option of the eligible employee an unpaid child care leave may begin:

1. In the case of childbirth:

a. during pregnancy, regardless of disability;

b. after any necessary use of sick leave before and/or after delivery; or

2. In the case of adoption:

a. within ten (10) calendar days after receiving notice of the placement of the adopted child.

C. No later than ten (10) days after the childbirth or the placement of an adopted child, the employee must give the Superintendent/Designee written notice whether s/he will be taking

unpaid child care leave.

D. Any request for alteration in the effective date or cancellation of the request may be made only once. This request must be submitted to the Superintendent/Designee.

E. An unpaid child care leave is limited to a maximum of twelve (12) months.

F. An employee may remain a member of all or any employee group insurance policies at the individual's expense after the effective date of the Child Care Leave.

G. Upon returning from leave, the employee will resume the contract status which he/she held prior to such leave and will, whenever possible, return to the same assignment held prior to such leave or to another assignment within the school system, within the same classification.

10.07 Assault Leave

A. Any employee who sustains personal injuries from a person not employed by the Board of Education during the course of duties, and is disabled, unable to perform regular duties due to the nature of the disabilities, as certified by an M.D., shall be granted assault leave. The bargaining unit member shall be required to re-certify the disabling condition monthly. If requested, the member shall submit to an exam by an M.D. designated by the Board. The cost of the exam will be paid by the Board. No sick leave days will be deducted for the time the disability is certified by an M.D. to be directly related to a physical assault by a non-employee of the Board.

10.08 Religious Leave

A. When the recognized observances fall on school days, they may be taken up to a maximum of three (3) days with pay for personal observance of those holidays. The expression "recognized religious observances" refers to those days which are generally observed, for religious purposes, by the majority of a widely recognized religious group.

10.09 Unpaid Leaves

Leaves of Absence

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A. Upon a written request, the Board of Education may grant a leave of absence for a period of not more than two (2) years for such leaves where illness or other disability is the reason for the request.

B. After one (1) year of employment on the active payroll by the Board the Board shall pay fifty percent (50%) of the single hospital/major medical insurance for the employee who has exhausted his/her sick leave for the first three (3) months of unpaid leave for illness or disability for those working less than 1250 hours and 12 months per year.

10.10 Family Medical Leave

A. The purpose of the law is to provide eligible employees with the right to take up to a combined total of twelve (12) weeks of unpaid leave each year (July 1 through June 30) in connection with one (1) the birth and first-year care of a child; (2) the adoption or foster placement of a child; (3) the serious illness of an employee's spouse, child, or parent; and (4) the employee's own serious illness. Employees are those who have worked twelve months for the district and served at least twelve hundred fifty hours prior to the date of application. All qualifying definitions, eligibility requirements, and conditions for use of family or medical leave under this sections shall be construed to be consistent with the Family Medical Leave Act of 1993.

B. If an employee has used sick for the above reasons, that time counts towards the twelve (12) week time period.

C. A classified employee desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the classified employee learns of the need for the leave. The classified employees notice to the Superintendent that he/she will use family leave must specify that Family Leave will be the type of leave taken.

D. During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for a classified employee on the active payroll to continue participation in life, dental, and health insurance. The classified employee must pay his/her portion of the premium for any such insurances to the treasurer by the first day of the month in which the classified employee desires to have the insurance coverage continued. If the classified employee does not pay his/her contribution to the

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premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.

ARTICLE 11
VACANCIES/TRANSFERS

11.01 When the Board determines that a vacancy exists in a classification, notice of such vacancy shall be made known to all personnel through the publication of checkpoints. The notice shall include the particular job classification and department, the hours of work (where known), and the rate of pay. Employees interested in the position shall inform the business office in writing within ten (10) days of receipt of notice. Current employees will be considered prior to employing new applicants. In the event the administration knows in writing that an employee will be absent for more than thirty-five (35) calendar days, the position shall be posted and filled as a temporary position per this Article. There shall be only this one (1) move, and when the absence ends the employee who filled the vacancy shall immediately return to his/her position. A continuous series of thirty-five (35) plus days shall be treated as one continuous absence.

11.02 Employees may express interest in the vacancy or position in the same classification in which they are presently employed. However, no employee will be considered for more than one (1) transfer in the same classification in the same year (July 1 through June 30). When more than one (1) employee is being considered, date of hire shall be the tie-breaker. If the transfer is denied, the employee, upon request, shall receive the reason(s) for denying the transfer.

11.03 Transfer from Classification

A. Employees interested in a position or vacancy in a different general classification other than the classification in which they are now employed shall notify the Business Manager in writing of their interest. A person desiring to change classification must possess the qualifications required in the specific classification for which he/she is applying. This determination shall be made by the Business Manager or designee.

B. In a change of position when ability and qualifications are equal as determined by the Business Manager or designee, date of hire shall be the tie breaker.

C. Any bargaining unit member who is promoted to a higher classification and pay range, shall be placed at the rate of pay in the higher classification closest, but not less than, to what he/she

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was earning plus one (1) more step increment. This provision shall not apply to a bargaining unit member who changes classification and pay range for any reason other than promotion. For the purpose of this section, a bargaining unit member has been promoted when he/she has obtained a new position or has been assigned new duties. If an employee is promoted before February 1, the employee will receive a step increase on the following July 1, but shall not if promoted on or after February 1.

D. Each employee so transferred shall serve a probationary period of thirty (30) working days. At the end of that thirty (30) day period, either the employee or Business Manager/designee may rescind the transfer and return the employee to his/her former position. There shall be no appeal under Article 19 of this Agreement. If a rescinding of the transfer occurs, applications filed from the original posting may be used to fill the position. No new posting shall be required.

11.04 Except where a substitute is used on a long-term basis for an employee on a Board approved paid or unpaid leave of absence. The Board shall not use a substitute or more than one (1) substitute to staff a bargaining unit position for more than four (4) months (June, July and August not counting unless the position is for twelve months.)

11.05 If the Board increases a position by more than one-half (1/2) hour, the position must be reposted for bid. The position will be filled through the procedure of this Article.

ARTICLE 12
PROBATIONARY PERIOD

12.01 Each new employee shall serve a probationary period of one hundred twenty (120) work days, during which time the Superintendent or his/her designee may discipline or discharge the employee at any time without providing reasons. In the event a probationary employee is discharged, the Local President and employee shall receive a copy of the notice of discharge.

12.02 If any employee is retained after completion of the one hundred twenty (120) work day probationary period, he/she may not be discharged except as provided in this Agreement.

12.03 Neither the Union or employee may file a grievance to an employee's discipline or discharge during his/her probationary period.

12.04 Probationary periods begin at the date of employment as a regular employee.

ARTICLE 13
EDUCATIONAL TRAINING

13.01 A one-time lump sum payment of Seven Hundred Fifty Dollars ($750.00) will be given for each fifty (50) hours of job-related class work completed. The Business Manager and employee must agree beforehand whether the additional training is job-related. Conference schedules, courses, grades, etc., must be presented as evidence of work completed. Workshops will not be considered if less than three (3) days in duration. One (1) payment of this type may be earned in a four (4) year period.

13.02 Fee waivers in a particular school year may be made available to the OAPSE bargaining unit members if there are fee waivers left after persons outside the OAPSE bargaining unit have had an opportunity to use them. Their availability will be publicized in Checkpoints and can be used on a first-come basis by bargaining unit members.

13.03 If a classified employee earns a tuition voucher from a college, university, or trade school, the classified employee earning the voucher shall have the first right to accept or refuse the use of the voucher. This acceptance or refusal shall be submitted in writing within 30 days of the notification to the employee by the Superintendent's office. If the employee earning the voucher gives up their right to use the voucher, then other classified employees shall be allowed to request the use of the voucher on a first come first served basis. All requests should be in writing and sent to the Superintendent's office. After refusal, the determination of which employee will receive the voucher will be solely determined by whoever's request letter is received first by the Superintendent's office after the posting has been made in Checkpoints.

If no classified employee wishes to use the voucher, then any employee in the District will be allowed to apply for the use of the voucher on a first come first served basis.

ARTICLE 14
IN SERVICE MEETINGS

14.01 It is the prerogative of the administration to schedule meetings of classified personnel periodically.

14.02 Each classified employee, within the designated classification, shall be

required to attend all scheduled meetings.

14.03 Classified employee meetings, when possible, shall be held during regular work hours.

14.04 Classified employees required to attend a meeting called by the administration, other than during regular work hours, shall be paid for time spent at their regular hourly rate, but not at time and one-half. Each employee will be required to complete a time sheet for the time spent at the meetings.

ARTICLE 15
SENIORITY AND LAYOFF

15.01 The following procedure shall govern layoff of employees if the Board determines to reduce the number of classified positions.

15.02 District seniority is defined as an employee's uninterrupted length of continuous service as a regular employee of the Board. Board-approved leaves do not constitute an interruption in length of service. In implementing layoff, the concept of seniority shall be a factor.

A. In case of identical seniority of two (2) employees, the tie shall be broken by the steps taken in order:

1. Date the employee starts work with the Board;
2. Date of the Board meeting hiring the employee;
3. Date of written application;
4. Coin toss.

15.03 Classification seniority is defined as an employee's uninterrupted length of continuous service as a regular employee of the Board in that classification. Board approved leaves do not constitute an interruption in length of service.

15.04 Before any regular non-probationary employee is laid off, temporary and probationary employees within the affected classification shall be laid off first. Additional layoffs shall then begin with the employee with the least classification seniority, continuing in inverse order of seniority until the reduction is completed.

15.05 Any employee affected by such reduction, either directly or indirectly, shall be granted bumping rights. Bumping may be exercised on the basis of district seniority and present pay range. Any employee affected by such a reduction may displace the employee with less district seniority within the

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same pay range and/or any lower pay range within their same classification series. For the purpose of determining bumping rights, there shall be established seven (7) classification series as follows:

Series 1	Custodial
Series 2	Food Service
Series 3	Maintenance
Series 4	Secretarial
Series 5	Aides
Series 6	Interpreters
Series 7	Bus Driver
Series 8	Health Office Nurse

An employee may displace the employee with the least district seniority in a classification in a different classification series if the displacing employee holds all the qualifications for the job and previously worked as a regular employee of the Board in that classification.

15.06 An employee who has been laid off shall be placed on a layoff list by classification series, those with the greatest seniority being put at the top of the list. An employee who is laid off shall have recall rights for a period of one (1) year from the effective date of the layoff. During such period, the Board shall not hire or promote anyone into the classification series of layoff until all employees with recall rights in the classification series have been offered a position, in order of seniority on the recall list.

15.07 To offer a vacant position to such an employee, the Board shall send the employee notice of the vacancy by registered mail, return receipt requested, and addressed to the employee's last known address. If the employee does not accept the offer of reinstatement in writing within seven (7) calendar days from the date on which the Board's offer is postmarked, the employee shall be deemed to have waived all rights of reinstatement and his/her name shall be removed from the recall list.

ARTICLE 16
DISCIPLINE AND DISCHARGE

16.01 The employment of every employee, after he/she successfully satisfies the probationary period for his/her job, shall be continuous until he/she:

1. resigns;
2. retires;
3. is laid-off in accordance with the negotiated layoff policy;
4. is disciplined or discharged for cause;
5. fails to return to work by the end of the first work

day after expiration of an approved leave of absence;

6. fails to make timely acceptance of an offer of recall.

16.02 A non-probationary employee may be suspended by the Superintendent or Business Manager for up to fifteen (15) work days without pay or may be given a working suspension, or discharged from his/her job by the Board for any of the following causes:

1. incompetency;
2. inefficiency;
3. dishonesty;
4. drunkenness;
5. immoral conduct;
6. insubordination;
7. discourteous treatment of the public or of fellow employees or administrators/supervisors;
8. neglect of duty;
9. any other acts of misfeasance (wrongdoing), malfeasance (unlawful activity or misconduct), or nonfeasance (nonperformance or nonattention to job responsibilities) in his/her job;
10. uninsurability of driving of driving employees as it relates to vehicle insurances paid by the Board of Education;
11. loss of license by driving employees shall be cause for the employee to be placed on immediate unpaid suspension for the duration of the loss of license pending additional disciplinary action by the Board;
12. Six (6) points on the employee's BMV driver abstract shall be just cause for discharge if the employee has any work responsibilities for driving vehicles.

16.03 <u>Discipline Procedure</u>

A. Before implementing a suspension, working suspension, or discharge of a non-probationary employee, the Superintendent or designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain the alleged misconduct or other cause. The employee has the right to be accompanied at the conference by one (1) Union representative. The conference will be scheduled as promptly as possible by the Superintendent/designee. If the Superintendent/designee determines the employee's continued presence in employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may suspend the employee without pay for up to three (3) days pending the conference to determine

final disciplinary action.

B. Discipline shall normally follow these progressive steps:

1. Verbal warning
2. Written reprimand
3. Suspension without pay for up to three (3) days
4. Further suspension for up to fifteen (15) days or discharge

The Board or administration may apply a higher level of discipline, (including discharge) if appropriate, considering the alleged violation, misconduct or performance problem(s).

C. When imposing a suspension by the Superintendent or Business Manager or a discharge by the Board, the Superintendent or Business Manager shall sign a written notice of suspension or discharge. The notice shall state the grounds for the action. The Superintendent or Business Manager shall furnish a copy of the statement to the employee and to the Local President. Disciplinary action is effective according to the terms of the notice. The employee may file a grievance concerning his discipline or discharge in accordance with the time limits and procedures set forth in Article 12.

D. Records of disciplinary actions, including verbal and written reprimands and suspensions, shall be effective and remain in an employee's personnel file for twenty-four (24) months after their issuance, provided no intervening discipline occurs. If intervening discipline occurs, the record of a warning reprimand, or suspension shall remain in effect and in the employee's file for twenty-four (24) months after the issuance of the intervening discipline.

Employees may request removal of reprimands prior to the twenty-four (24) months and may be removed if mutually agreed to by the employee and the Superintendent/designee.

ARTICLE 17
DRUG TESTING

17.01 The Board of Education/designee may, at any time during the course of employment, require a drug screening for an employee. Such requirements for drug screening shall not be arbitrary and a cause should exist for the drug test. The Board will pay for the costs of the drug testing. If a positive result is reported, the employee may request the testing of a split sample at any federally certified laboratory within seventy-two (72)

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hours. If the split test result is also positive, the cost will be the responsibility of the employee. The Board may also screen employees who have responsibility to drive District vehicles for drugs and/or alcohol on a random basis. (This sentence becomes effective when this rule is implemented District-wide.) Refusing or failing to submit to the random drug or alcohol screen shall be just cause for discharge.

Bus drivers are required by the Omnibus Transportation Employee Training Act of 1991 to submit to random drug and/or alcohol testing periodically through the year. Requirements for random testing are found in the Board of Education policy EEACA (Drug and Alcohol Testing for Employees in Safety Sensitive Functions).

ARTICLE 18
INSURANCE

18.01 Eligibility for Health Benefits Coverage

For those scheduled to work thirty (30) hours or more per week shall receive Board paid insurances. For those employees scheduled to work twenty (20) hours or less per week are excluded from receiving 100% Board paid insurances. At the employee's option, insurances may be purchased by the employee paying 100% of the cost of said insurances.

For those employees scheduled to work 21-29 hours shall receive a prorated percentage of Board paid insurance. Example: Employee works 25 hours per week will receive 75% (25 hours/30 hours = 83.33% x 90% = 75.0%) Board paid medical insurance and 83.33% of Board paid dental insurance.

18.02 Effective Dates of Coverage

A. Health insurance coverage is effective the employee's first day worked. Insurance premiums are not pro-rated, but do fall under the 15/16 rule for as long as the health insurer allows this rule. The rule applies as follows. If the effective start date falls on or before the 15th of the month, the full monthly premium will apply. If the effective start date falls on or after the 16th of the month, no premium will be charged.

B. Health insurance coverage ends on the employee's effective last day of work if the effective end date falls on or before the 15th of the month, and no premium will be due. If the effective end date falls on or after the 16th of the month, the full monthly premium will apply and coverage will extend to the end of the month. Employees who work less than twelve months and whose resignation/retirement is effective at the end of the school year

will receive health insurance through July 31.

18.03 Dental Insurance

Upon proper application, the Board shall pay 100% of the cost for single and family coverage of a dental care program. The benefits of any such program shall not be less than those currently provided.

Bite Wing once per year, full mouth once per five (5) years, remove family security benefit contingent upon written statement by the Board to pay survivors insurance premium costs (complete) for two (2) years.

18.04 Group Life Insurance

Upon proper application, the Board shall pay 100% of the monthly premium of a group life insurance policy for each classified staff member. Such policy shall provide for an equal amount of accidental death and dismemberment coverage. The face value of the policy will be equal to the yearly regular salary a staff member earned rounded to the nearest thousand. No staff member will have less than a $20,000 face value insurance policy. The policy will also provide a conversion clause to allow the individual at the time his/her employment ends with the Board to convert his/her coverage to an individual policy without requiring a physical examination.

18.05 Health Insurance

A. 2006-07

1. The Board will make the following design changes in current Plan 1, effective as soon as possible.

   Deductible $250 single/$500 family

   RX copays to $10/20/30 (mail order = 2x)

   Emergency room copay at $100

   Home delivery incentive

2. The Board will pay 90% of the premium of Plan 1: $392.60 for single coverage monthly and $1,010.28 for family coverage monthly.

B. For each of the following years, the Board will also contribute, in addition to the amount in A2, the following amount monthly to the

premiums of Plan 1.

If the premium increases 0-9% in a year, the Board will pay 90% of the increase.

If the premium increases more than 9% in a year, the Board will pay 90% of the first 9% increase and 65% of any increase above 9%.

If the renewal rate for the premium exceeds 9% for the next insurance year, either party may require expedited bargaining on renewal of the plan and any relevant alternative plans. If agreement is not reached by the deadline for the District to commit to renew the then-current plan, the then-current plan shall be renewed with the amount of the premium increase that exceeds 9% being split by the Board paying 65% of such excess and the employee paying 35% of such excess.

C. Plan 2. Grandfathered employees on the health plan on 5/27/04 will continue receiving the grandfather effect of the 2004-06 Agreement: The Board shall contribute up to the amounts monthly stated in this Section 18.05 to the cost of health insurance, except that an employee who is not enrolled in a District health plan on May 27, 2004, and who enrolls in MMO-P Plan 2 shall pay no less than 10% of the premium cost for MMO-Plan 2.

18.06 Liability Insurance

The Board shall provide liability insurance for those professional staff members who must either convey students in a vehicle or must drive a vehicle in the course of performing their contractual duties. The insurance shall be in effect while the staff members perform duties related to their assignments. This shall not include travel either to or from the staff member's residence and his/her work site, but does include travel between work sites during the contractual day. The limits of $300,000 each accident bodily injury, and $50,000 each accident property damage. The liability insurance shall be understood to supplement accident protection; it is not a substitute for personal vehicle insurance and would only be involved when personal insurance becomes exhausted on specific claims. Vehicles owned or leased by the Board are fully covered by insurance.

ARTICLE 19
GRIEVANCE PROCEDURE

19.01 Definitions

A. Grievance - A grievance should be defined as an alleged misapplication, misinterpretation or violation of only the specific and express written provisions of this Agreement.

B. Grievant - is a member of the bargaining unit who files a grievance, or in the event of a group grievance, the Local.

C. Day - means a work day during the regular school year; during the summer months, a day means a calendar day excluding Saturdays, Sundays, and legal holidays.

19.02 General Provisions

A. Time limits: A grievance must be filed within fifteen (15) days after the occurrence of the alleged violation. Since it is important that a grievance be processed as rapidly as possible the number of days indicated at each level shall be considered maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual written agreement. Failure of the employer to process a grievance within the time limits specified, shall permit the grievant to appeal to the next level; failure of the Employee or Union to initiate the grievance or appeal a decision within the specified time limits shall result in the grievance being deemed waived and void.

B. Representation

The employee has the right to have a representative present at any and all meetings. Such representative shall be a Union representative.

C. Written Decisions

Except at the informal level, all decisions rendered, at all levels of the grievance procedure, shall be in writing, setting forth the decision, and transmitted promptly to all parties.

D. Reprisals
No reprisals of any kind shall be taken by the employer or any of its agents against any grievant, any representative, any member of the

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Union or any other participant in the grievance procedure by reason of such participation. Similarly, no reprisals of any kind shall be taken by the grievant, his representative or Union against the employer or any of it agents.

E. Records

All grievance records shall be kept separate from the employees personnel file and shall be subject to the same rules of confidentiality as the personnel file. Nothing in this procedure shall deny the rights of an individual to handle his/her own disputes individually, without representation, through proper channels, either with the Administrative staff or the Board of Education, providing that any settlement shall not violate the terms of this Agreement.

F. At no time shall the same person hear the grievance at more than one (1) level (Steps II and III), unless otherwise agreed to by the Union.

19.03 Procedure

A. Step I

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 or condition which is the basis for the grievance. The grievant shall let it be known that the meeting is the Informal Step 1 of the grievance procedure. All potential grievances shall be submitted to a Union Grievance Committee composed of one representative from each classification for approval prior to going to the Step II level.

B. Step II

If the grievance is not resolved by the informal procedure Step I, or if the grievant elects not to use the informal procedure, it may be pursued further by submitting a completed Grievance Report Form. On the grievance form, the grievant must clearly indicate the Article and/or paragraph in which the alleged misapplication, misinterpretation or violation occurred of the express written provisions of this Agreement. A copy of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) days after such meeting by completing Step II of the Grievance Report Form and returning a copy to the grievant, the Union and the Superintendent.

C. Step III

If the grievant is not satisfied with the disposition of the grievance at Step II, the grievant shall complete Grievance Report Form, Step III, and submit same to the Superintendent within five (5) days of the receipt of its disposition at Step II. Failure to file such appeal within five (5) days from receipt of the written disposition at Step II shall constitute a waiver of the right to appeal. Within ten (10) days of receipt of the grievance form, the Superintendent shall meet with the grievant. Within ten (10) days of the meeting, the Superintendent shall write his/her disposition of the grievance by completing his/her portion of Step III, and forwarding a copy to the grievant, the Union and the immediate supervisor.

D. Step IV – Grievance Mediation

If the Step III procedure does not resolve the grievance, the Union, within five (5) days after the grievant receives the Step III written disposition, may appeal the grievance to Grievance Mediation with the Federal Mediation and Conciliation Service (FMCS) with mutual agreement of the Board. The parties shall contact the local FMCS office and request the services of a mediator. As of the date of the written agreement to submit the grievance to mediation, the timeline for appealing to Step V shall be stayed until the end of the Grievance Mediation session.

E. Step V

In the event that the dispute has not been satisfactorily settled by the above steps of the grievance procedure, the Union may request arbitration by giving the Board written notice of its desire to arbitrate, which must be received by the Treasurer of the Board within ten (10) days of the Step III answer, in which event the grievance shall be arbitrated according to the following procedure:

Within five (5) days following the notice to arbitrate, the parties shall either agree upon an arbitrator or shall request in writing the American Arbitration Association to furnish the parties with a list of seven (7) arbitrators. The parties shall adhere to the voluntary rules of AAA with each party first having an opportunity to request a second list. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place.

The arbitrator shall hear and determine only one (1) grievance, multiple grievance arbitration by one (1) arbitrator at a single hearing shall be prohibited except upon specific and written agreement of the Union and the Board to do so. The sole exception to this is two (2) or more

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grievances which arose out of the same nucleus of operative facts. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award.

E. The jurisdiction and the authority of the arbitrator's award shall be exclusively limited to the interpretation of the explicit provision of this Agreement. He shall have authority only to interpret and apply the specific provision of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

F. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, not to add to, detract from or modify the language herein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this written agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) 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 rights, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

G. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. Any settlement or resolution of a grievance that is mutually acceptable to the Union's and the Board's representatives shall be final and binding upon the grievant, the Union, the Administration and the Board.

H. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration services, shall be borne equally by parties. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party. The expense of witnesses and other representatives shall be borne by the party they

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represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

ARTICLE 20
LABOR MANAGEMENT COMMITTEE

20.01 The Board or its designated representative(s) and the Union or its representative(s) agree to meet and discuss the implementation of Memorandums of Understanding and issues other than those included in this Agreement.

20.02 Such meeting shall be held at times and places as may be mutually agreed upon. Advance requests shall be made at least three (3) days before a proposed meeting date and an agenda of items to be discussed shall accompany the request to meet. Meetings shall not exceed two (2) hours unless both parties agree to extend the meeting.

20.03 No more than three (3) representatives may be present from each side at each meeting. The committee shall meet no more than four (4) times a year.

20.04 Topics concerning wages, hours, benefits, and other terms and conditions of employment could be discussed in this committee which would then serve in an advisory capacity to the Board and/or negotiating committee.

ARTICLE 21
BARGAINING PROCEDURE

21.01 The board and the union shall designate a bargaining team not to exceed six (6) individuals each, including the OAPSE Staff Field Representative. All bargaining shall be conducted exclusively between the teams.

21.02 Between sixty (60) and ninety (90) calendar days prior to the expiration of this agreement, either party may notify the other of a desire to commence bargaining by filing with the State Employment Relations Board (SERB). Within fifteen (15) work days of receipt of such notice, the first meeting shall be scheduled and during that first meeting an exchange of proposals shall take place. All meetings shall be held at times and places mutually agreed to by all parties.

21.03 TIME LIMITS

A. If agreement is not reached within sixty (60) calendar days from the first bargaining session, the provisions of Section 21.04 will be implemented.

B. Either party may call caucuses during negotiations.

C. The Board may, but is not required to, grant release time for those employees involved as part of the bargaining team.

21.04 RESOLVING DIFFERENCES

A. Mediation - Following the sixty (60) calendar day period described in section 21.02 above, either party may declare a bargaining impasse, in which case, unresolved issues are to be submitted to mediation. The federal mediation and conciliation service will be utilized.

B. The mediation period shall end upon the expiration of this agreement or upon such subsequent date certain as the parties may mutually agree.

C. In the event that the assistance of mediation is unsuccessful in producing an agreement, the union reserves the right to strike, with at least a ten (10) day notice.

ARTICLE 22
CLASSIFIED WAGE SCHEDULE

22.01 NOTES ON WAGE SCHEDULE

A. Effective July 1, 2014 every classified staff member shall receive a one and one-half percent (1.5%) per hour increase, as reflected in the attached wage schedules. The parties shall have a reopener on wages and insurance (Art. 18) in 2015 (and 2016 if necessary) for the 2015-16 and 2016-17 school years.

B. Bus drivers shall be paid an hourly field trip rate of $13.26 per hour beginning July 1, 2014. Bus drivers shall be paid a minimum of two (2) hours on field trips.

C. Bus drivers are required to attend an annual conference day for bus drivers, and are expected to obtain a valid first aid certificate and have a Commercial Driver's License. The cost of the Commercial

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Driver's License fee is to be paid by the Board of Education for regular drivers.

D. Bus drivers will be paid their regular hourly rate for fulfilling all of their job duties exclusive of field trips, including actual time required for drug and alcohol testing.

E. Annual wages are based on hours for a normal year - they could vary slightly depending upon the classified staff work year adopted by the Board.

F. Newly hired employees may be granted credit on the salary schedule for prior work experience but placement on the schedule shall not exceed the rate at the fifth (5th) step.

If an employee has worked in a classified position with Bexley City Schools covered by the recognition clause of the negotiated agreement between OAPSE Local #123 and the Bexley City Schools, then leaves that position for a classified position not covered by the recognition clause (e.g. district secretarial/ receptionist position) but remains employed with Bexley City Schools, and subsequently returns to a classified bargaining unit position, said employee shall receive credit for all years employed as mentioned above. As well, the employee may receive up to five years credit on the salary schedule for experience (if the experience credit language is in the negotiated agreement). Such experience credit cannot be duplicated and may be given only once (e.g. an employee cannot receive up to five years experience credit, leave the bargaining unit, then return and be given additional credit for the same experience.)

G. Aides who work a varying schedule and all bus drivers shall report their individual hours worked by completing a time sheet. The time sheet will be given to the Treasurer on a monthly basis.

Adjustments to the employee's annual salary for days/hours worked shall be computed in the last payroll check the employee receives for the school year.

H. Bus drivers will be paid their regular wages for attending the required one (1) day annual driver's workshop.

I. If the Board requires a license issued by the State of Ohio for a maintenance position, the job will become Maintenance III at one dollar ($1.00) per hour higher than Maintenance II.

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J. When an employee drives an overnight trip, the driver shall be provided a hotel room for the night and forty dollars ($40.00) meal allowance for each full continuous twenty-four (24) hour period. Such room shall be at no expense to the driver, and the driver shall not be required to room with another person.

K. Secretarial employees shall not be responsible for calling their own substitutes to cover any leaves they may be taking.

22.02. PAYROLL PRACTICES

A. All employees will be paid in twenty-four (24) approximately equal installments. Payment will be made on the fifth (5th) and twentieth (20th) of each month.

B. Direct Deposit

1. Except for employees not on direct deposit on June 24, 2010, employees are required to have their payroll checks directly deposited in a checking or savings account that is a member of the Federal Banking System. Funds will be available on the appropriate pay date. Employees may have up to two (2) direct deposits.

2. A payroll stub with a payroll voucher will be provided to all employees.

C. Procedures

1. For those employees on Pay Plan Two a calculation will be made before the first pay each year. An amount will be calculated to cover the employee share of all insurance premiums and 125 plan withholdings for the pays from June 20 to August 20 (5 pays). The amount of the calculation, plus a small amount to cover taxes, will be withheld from the total paid over 19 pays. The employee will receive 5 small pays from June 20 to August 20 each year. A copy of the calculation will be provided to the employee by the Treasurer. Annuity payments must be calculated and deducted in 19 equal installments.

2. During the school term, salary pay stubs shall be issued no later than 10:00 a.m. on the appropriate dates applicable each month. When a pay date falls on a Saturday, Sunday, holiday, or school or bank holiday, the salary checks shall be issued the last work day preceding the regular pay date. Salary

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paystubs shall be enclosed in an envelope and shall not be shown to others by those responsible for their distribution.

3. During the summer months, salary paystubs shall be sent by first class mail so that normal delivery will provide that the employee will receive his/her paystub on the appropriate date each applicable month.

4. Employees already on a pay plan of their choice and who do not wish to change pay plans are not required to submit an application to maintain their current pay plan as a result of this Agreement.

5. Miscellaneous pay will be paid each pay date based on the cutoff date for submitting the information.

6. Employees will have all sick leave, and personal leave accruals posted on the first pay of the month. Days used will be posted to each pay as days are submitted.

7. All payroll deductions shall be transmitted to the receiving agency or institution within one (1) day of pay day.

ARTICLE 23
TOTAL AGREEMENT

23.01 The parties to this Agreement each acknowledge that this Agreement contains the entire Agreement between the parties and neither party shall be obligated, during the term of this Agreement, to negotiate matters contained in this Agreement or matters not contained in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

23.02 This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices between the Board and Union and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by both parties.

23.03 Consistent of ORC Chapter 4117, this Agreement governs the wages, hours and terms and conditions of employment of bargaining unit members to the extent this Agreement specifically addresses a matter relating to wages, hours, terms or conditions of employment. The employment relationship between employees in the bargaining unit and

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the Board shall be governed exclusively by the terms of this Agreement and not by the civil service laws of Ohio or ordinances or rules of the City of Bexley or its civil service commission, except for the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointment from the eligible lists. If any provision of this Agreement is or becomes legally invalid, only that provision shall be negotiated to comply with law and the reminder of the Agreement shall remain in full force and effect.

ARTICLE 24
ANTI-HARASSMENT/SEXUAL HARASSMENT TRAINING

24.01 Effective with the 2000-2001 school year the Board shall provide anti-harassment and sexual harassment training to all current Employees and new hires.

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ARTICLE 25
INJURY REPORTS

25.01 If an employee is injured at work, he or she must cause an accident report to be made to a supervisor or administrator within twenty-four (24) hours of the event causing the injury. The Superintendent or the Business Manager may require the employee to be examined by a physician or other health care provider of the administration's choice, with the Board paying the cost of such exam. Such examination must be due to such injury.

ARTICLE 26
DURATION

26.01 This Agreement shall remain in effect for three (3) years, commencing on July 1, 2014 and terminating June 30, 2017. The parties shall have a reopener in 2015 (and in 2016 if needed) on wages and insurance (Art. 18) for the 2015-16 and 2016-17 school years.

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL #123

President

OAPSE State Representative

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

June 23, 2014

BEXLEY BOARD OF EDUCATION

President

Superintendent

Business Manager

Treasurer

Negotiating Team Member

June 23, 2014

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MEMORANDUM OF AGREEMENT
BEXLEY BOARD OF EDUCATION AND
OAPSE/AFSCME LOCAL 4/AFL-CIO
AND ITS LOCAL #123

Overtime Calculation for Bus Drivers Effective December 1, 2001

Bus Drivers driving field trips and regular trips shall have a calculated blended overtime rate calculated annually after the first full week of driving each school year. The blended rate will be as follows:

Example:

	Hours		Rate	Total
Regular route hours per week =	22.5	x	$15.13 =	$340.42
Calculate field trip hours (40 hrs. minus 22.5)	17.5	x	$ 9.75 =	$170.62
Total				$511.04

Total of $511.04 divided by 40 hours = $12.77 per hour blended rates. The blended rate @ 1.5 times equals overtime rate of $19.15.

This blended rate of $19.15 will be paid for all overtime hours for the year.

Each bus driver will have a separate calculation completed. A copy of the calculation will be given to each bus driver. The calculated rate will remain the same for the school year.

Employees in other classifications who drive a bus will be paid time and a half the field trip rate for any hours driving a field trip over 40 hours per week. For hours driving field trips 40 hours or less will be paid at the field trip rate.

Sandra L. McGraw
OAPSE Representative

2-8-02
Date

Christopher A. Essman
Board of Education

2-11-02
Date

SALARY SCHEDULE - JULY 1, 2014 TO JUNE 30, 2015

FY15 = 1.5% increase (Head cook $0.80 over cook) (Interp./Health aides 1.5%base + $0.45 steps)

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AIDES WAGE SCHEDULE			
EXPERIENCE	7/1/2013	7/1/2014	
0	16.40	16.65	
1	16.70	16.95	
2	17.00	17.26	
3	17.30	17.56	
4	17.58	17.84	
5	17.90	18.17	
6	18.20	18.47	
7	18.50	18.78	
8	18.80	19.08	
9	19.09	19.38	
12	19.39	19.68	
15	19.76	20.06	
18	20.11	20.41	
21	20.47	20.78	

BUS DRIVER WAGE SCHEDULE			
EXPERIENCE	7/1/2013	7/1/2014	
0	18.84	19.1[illegible]	
1	19.14	19.43	
2	19.42	19.71	
3	19.73	20.03	
4	20.02	20.32	
5	20.30	20.6[illegible]	
6	20.60	20.91	
7	20.90	21.21	
8	21.19	21.51	
9	21.49	21.81	
12	21.78	22.11	
15	22.13	22.46	
18	22.48	22.82	
21	22.84	23.18	

COOK WAGE SCHEDULE			
EXPERIENCE	7/1/2013	7/1/2014	
0	15.29	15.52	
1	15.59	15.82	
2	15.86	16.10	
3	16.16	16.40	
4	16.46	16.71	
5	16.76	17.01	
6	17.06	17.32	
7	17.35	17.61	
8	17.63	17.89	
9	17.93	18.20	
12	18.22	18.49	
15	18.57	18.85	
18	18.93	19.21	
21	19.28	19.57	

HEAD COOK WAGE SCHEDULE			
EXPERIENCE	7/1/2013	7/1/2014	
0	15.64	16.32	
1	15.94	16.62	
2	16.22	16.90	
3	16.51	17.20	
4	16.82	17.51	
5	17.11	17.81	
6	17.40	18.12	
7	17.71	18.41	
8	17.99	18.69	
9	18.28	19.00	
12	18.57	19.29	
15	18.93	19.65	
18	19.28	20.01	
21	19.63	20.37	

CUSTODIAN I WAGE SCHEDULE			
EXPERIENCE	7/1/2013	7/1/2014	
0	15.46	15.69	
1	15.77	16.01	
2	16.06	16.30	
3	16.36	16.61	
4	16.65	16.90	
5	16.94	17.19	
6	17.23	17.49	
7	17.53	17.79	
8	17.83	18.10	
9	18.12	18.39	
12	18.42	18.70	
15	18.77	19.05	
18	19.12	19.41	
21	19.47	19.76	

CUSTODIAN II WAGE SCHEDULE			
EXPERIENCE	7/1/2013	7/1/2014	
0	17.12	17.38	
1	17.42	17.68	
2	17.72	17.99	
3	18.00	18.27	
4	18.30	18.57	
5	18.58	18.86	
6	18.89	19.17	
7	19.18	19.47	
8	19.48	19.77	
9	19.77	20.07	
12	20.06	20.36	
15	20.41	20.72	
18	20.77	21.08	
21	21.12	21.44	

HEAD CUSTODIAN WAGE SCHEDULE			
EXPERIENCE	7/1/2013	7/1/2014	
0	18.89	19.17	
1	19.18	19.47	
2	19.47	19.76	
3	19.77	20.07	
4	20.07	20.37	
5	20.34	20.65	
6	20.64	20.95	
7	20.95	21.26	
8	21.23	21.55	
9	21.53	21.85	
12	21.84	22.17	
15	22.18	22.51	
18	22.52	22.86	
21	22.88	23.22	

INTERPRETERS/HEALTH OFFICE RN'S WAGE SCHEDULE			
EXPERIENCE	7/1/2013	7/1/2014	
0	19.50	19.79	
1	19.79	20.24	
2	20.09	20.69	
3	20.39	21.14	
4	20.66	21.59	
5	20.97	22.04	
6	21.27	22.49	
7	21.55	22.94	
8	21.86	23.39	
9	22.14	23.84	
12	22.43	24.29	
15	22.79	24.74	
18	23.14	25.19	
21	23.50	25.64	

SALARY SCHEDULE - JULY 1, 2014 TO JUNE 30, 2015

FY15 = 1.5% increase (Head cook $0.80 over cook) (Interp./Health aides 1.5%base + $0.45 steps)

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MAINTENANCE I WAGE SCHEDULE			
EXPERIENCE	7/1/2013	7/1/2014	
0	17.35	17.61	
1	17.63	17.89	
2	17.93	18.20	
3	18.22	18.49	
4	18.52	18.80	
5	18.82	19.10	
6	19.11	19.40	
7	19.40	19.69	
8	19.71	20.01	
9	19.99	20.29	
12	20.28	20.58	
15	20.63	20.94	
18	20.99	21.30	
21	21.33	21.65	

MAINTENANCE II WAGE SCHEDULE			
EXPERIENCE	7/1/2013	7/1/2014	
0	18.61	18.88	
1	18.91	19.19	
2	19.20	19.49	
3	19.50	19.79	
4	19.79	20.09	
5	20.09	20.39	
6	20.39	20.70	
7	20.66	20.97	
8	20.97	21.28	
9	21.27	21.59	
12	21.55	21.87	
15	21.91	22.24	
18	22.26	22.59	
21	22.61	22.95	

MAINTENANCE III WAGE SCHEDULE			
EXPERIENCE	7/1/2013	7/1/2014	
0	19.73	20.03	
1	20.01	20.31	
2	20.29	20.59	
3	20.60	20.91	
4	20.90	21.21	
5	21.19	21.51	
6	21.49	21.81	
7	21.78	22.11	
8	22.07	22.40	
9	22.37	22.71	
12	22.65	22.99	
15	23.01	23.36	
18	23.36	23.71	
21	23.71	24.07	

SECRETARY I WAGE SCHEDULE			
EXPERIENCE	7/1/2013	7/1/2014	
0	17.06	17.32	
1	17.36	17.62	
2	17.66	17.92	
3	17.95	18.22	
4	18.25	18.52	
5	18.55	18.83	
6	18.86	19.14	
7	19.16	19.45	
8	19.45	19.74	
9	19.76	20.06	
12	20.06	20.36	
15	20.42	20.73	
18	20.77	21.08	
21	21.13	21.45	

SECRETARY I I WAGE SCHEDULE			
EXPERIENCE	7/1/2013	7/1/2014	
0	17.08	17.34	
1	17.38	17.64	
2	17.69	17.96	
3	17.97	18.24	
4	18.28	18.55	
5	18.58	18.86	
6	18.88	19.16	
7	19.18	19.47	
8	19.48	19.77	
9	19.78	20.08	
12	20.08	20.38	
15	20.44	20.75	
18	20.81	21.12	
21	21.15	21.47	

SECRETARY III WAGE SCHEDULE			
EXPERIENCE	7/1/2013	7/1/2014	
0	17.54	17.80	
1	17.84	18.11	
2	18.14	18.41	
3	18.44	18.72	
4	18.74	19.02	
5	19.03	19.32	
6	19.33	19.62	
7	19.61	19.90	
8	19.92	20.22	
9	20.23	20.53	
12	20.51	20.82	
15	20.87	21.18	
18	21.22	21.54	
21	21.58	21.90	

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May 24, 2013

TO: All Bexley Bus Drivers

From: Dr. Michael Johnson, Chris Essman, and Art Banks

Re: Pre-Service School Bus Training Program Certificate of Completion

The purpose of this letter is to formally set the policy for bus drivers attending Ohio Pre-Service School Bus Training Program Certificate of Completion that is required every six years.

In the past the hours spent in attending the Pre-Service classroom training have been paid at time and not paid other times.

Effective July 1 2010, the district will pay all bus drivers for the actual time attending the Classroom Sessions for Ohio Pre-Service School Bus Driver Training Program.

The Driving Skills evaluation time with an OBI or Travel time for the classroom sessions or OBI evaluation is not paid, only the time spent in the Ohio Pre-Service Bus Driver Training Program Classroom Sessions will be paid.

You will need to submit a copy of your pre service classroom attendance and test score sheet with your completed Ohio Pre-Service School Bus Driver Training Application for Certification to the Transportation Supervisor in order to receive your Ohio Pre-Service School Bus Training Program Certificate of Completion

Reimbursement for the classroom training will be made when all of the State of Ohio requirements for Ohio Pre-Service School Bus Drivers Training and Application for Certification have been completed and the District has received and has filed your Pre-Service School Bus Training Program Certificate of Completion.

You will need to submit a copy of your pre-service classroom training and test sheet, Ohio Pre-Service School Bus Training Program Certificate of Completion when you receive it, along with your time sheet the week of submission for your reimbursement of time spent attending the Ohio Pre-Service School Bus Training Program Classroom Sessions

Please contact any of us if you have questions.

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R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR 2014-2017 NEGOTIATIONS AGREEMENT

The Bexley City School District, Franklin County, Ohio, has in effect the authority to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Contract between the Board and the Ohio Association of Public School Employees, Local #123, effective from July 1, 2014 through June 30, 2017.

The District estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

Treasurer

Superintendent

Board President

June 23, 2014

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