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NEGOTIATED AGREEMENT

BETWEEN

THE URBANA CITY SCHOOL DISTRICT

BOARD OF EDUCATION

AND

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

OAPSE/AFSCME LOCAL 4/AFL-CIO

AND IT'S

LOCAL #513

JULY 1, 2014 THROUGH JUNE 30, 2016

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ARTICLE 1
RECOGNITION

1.01 The Urbana City Board of Education (hereinafter referred to as the "Board") recognizes the Urbana City School Employees Association, Local #513 of the Ohio Association of Public School Employees (hereinafter referred to as the "Union") as the sole and exclusive bargaining representative for all non-supervisory, non-administrative regular full time and regular short hour classified employees in the following classifications:

Custodial	Associates
Pupil Transportation	Library Associates
Non-Central Office Secretaries	Paraprofessionals

Should the Board fill positions in the Cafeteria with Board employees at any time, these positions will be incorporated into the bargaining unit.

All supervisory, administrative, Central Office and confidential personnel are specifically excluded from the bargaining unit. Supervisory personnel are defined as those employees of The Urbana City School District who have the right to hire, fire, reprimand, evaluate and/or participate in any such action(s).

Maintenance Supervisor
Assistant Maintenance Supervisor
Transportation Supervisor
All Central Office Staff
Substitutes

All unclassified, certificated employees and licensed practical nurses in the School District are excluded from the bargaining unit. Recognition will remain in effect for the term of this Agreement.

1.02 The Board will exercise its exclusive authority to establish policy in all matters relative to conduct and management of the public schools within its jurisdiction, but assures the privilege of all members of the bargaining unit to constructively contribute their ideas on appropriate matter without fear of reprisal. Except as otherwise specifically provided in this Agreement, the Board has the sole and exclusive right to make all decisions essential to the conduct and management of the schools.

1.03 In the event a rival labor organization attempts to secure bargaining agent rights for the defined bargaining unit, both parties to the Agreement will follow the requirements outlined in 4117 of the Ohio Revised Code.

1.04 The Board will deduct from each Employee's pay the regular Union Dues from those Employees who voluntarily, and in writing, request such deduction. Such dues will be deducted in approximately equal installments monthly. Such dues authorization will be

continuous unless revoked during a ten-day period (June 21 through June 30) prior to the expiration of this Agreement. Written notice of revocation will be executed and served upon the Treasurer of the State Union during this time.

Dues will be taken out in a nine (9) month period beginning with the first pay in October. State and Local dues should be sent to the State monthly along with the current membership list for deductions that were made.

Employees may submit a membership authorization at any time during his or her employment with the Board and dues deductions shall be made beginning with the upcoming payroll.

The Union President shall have fifteen minutes to speak with newly hired employees outlined in the Recognition clause quarterly at one time as a group. The opportunity to attend an orientation meeting must take place during the first quarterly meeting following the hiring of the employee. Prior notice of the date and time for the orientation must be provided to the Director of Business Services. This time shall be paid and shall be considered paid orientation.

1.05 PEOPLE Deduction

The Board 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 by written authorization. Such authorization must be executed by the employee and may be revoked at any time by giving notice to the Board Treasurer and the OAPSE State Office. The Board agrees to remit dues promptly to the OAPSE State Office together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Board will submit a check separate from the employee's Union dues deductions.

ARTICLE 2
NEGOTIATION PROCEDURES

2.01 Directing Requests

Requests in writing for negotiations meetings from the Union will be made directly to the Superintendent as the representative of the Board. Requests from the Board will be made in writing to the OAPSE Staff Representative as the representative of the Union. Such requests will be made at least ninety (90) days, but no more than one hundred twenty (120) days prior to the expiration of this Agreement. Issues to be negotiated will be confined to wages, hours, and such other employment matter of mutual concern.

2.02 Negotiation Meetings

A. Within thirty (30) days of the receipt of the initial request for negotiations, the negotiation teams of the Board and the Union will meet at a time, date and place mutually agreed upon for mutual exchange of fully written proposals. All proposals will be written in language suitable for inclusion in any Final Agreement. Topical listings (i.e., laundry lists, agendas, etc.) will constitute a clear disregard of this provision and may be disregarded by the other party. No new proposals may be brought by either party after the first meeting unless by mutual agreement.

B. Meetings will be scheduled with the least possible interruption of school schedules and outside of the participants' normal workday. Negotiation meetings shall be in executive sessions, and neither party may make releases of information concerning negotiations to the public nor media unless both parties agree. At the end of each negotiation meeting, the parties will set a mutually agreeable time, date, and place for the next meeting until agreement has been reached.

C. Representation will be limited to one (1) from each classification plus the President of the Local and the OAPSE Staff Representative and a comparable number from the Board. Neither party in any negotiations will have control over the selection of the negotiating nor bargaining representatives of the other party and each party may select its representatives. While no Final Agreement will be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions, where possible, in the course of negotiations. However, neither party may be coerced into nor be compelled to concede to the other's demands.

D. The parties may call upon competent professional and lay representatives to consider matters under discussion and make suggestions. Up to three (3) consultants may be used by each of the parties in any of the negotiations meetings. Such consultants may not take part in the discussions unless invited to comment on a particular topic. Summary notes may be maintained by both parties.

E. The parties agree to make available to one another, upon request, and in reasonable time, both prior to and during negotiations, existing available public information concerning financial resources to the District and such other public information as will assist the negotiation's teams. Neither party will be made to compute, compile, nor research data for the other party. Any costs incurred in the disbursement of information will be paid by the requesting party.

2.03 <u>While Negotiations Are in Process</u>

A. <u>Recesses</u>

The chairman of either group may recess his group for an independent caucus at any time. Caucuses are to be no longer than thirty (30) minutes, unless extended by mutual agreement.

B. Courtesy (Protocol)

No action to coerce, censor, or penalize any negotiating participant will be made or implied by any other member as a result of participation in the negotiation process.

C. Item Agreement

As negotiation items reach Tentative Agreement, they will be reduced to writing and initialed by the Chief Spokesperson of each party. Such Tentative Agreement will remove that item from further negotiations, including mediation.

D. Progress Report

Either party may make progress reports to their respective constituents. It will be the responsibility of the parties to protect the executive session, confidential nature of negotiations, and to inform their constituents that progress report information is not to be divulged to the general public or the news media.

E. Days

"Days" will mean calendar days for the purpose of this Article.

2.04 Agreement

When an Agreement has been reached through negotiations, the outcome will be reduced to writing and submitted to the Union for ratification. Following ratification, it will be submitted to the Board for formal approval. The Agreement will be signed by the parties. No provisions of the resulting Agreement will discriminate against any bargaining unit member in regard to membership or non-membership in the Union.

2.05 Federal Mediation

A. In the event an Agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties will have the option of declaring an impasse.

B. An impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

C. If an impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.

D. The parties will jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service.

E. The Mediator has no authority to recommend or to bind either party to any agreements.

ARTICLE 3
RIGHTS OF INDIVIDUALS

3.01 Nothing in this document will prohibit any member of the bargaining unit from presenting views or grievances which affect his/her status in the District to the Superintendent or to the Board in accordance with established procedure.

3.02 The Board will make provisions to insure that any Employee returning to work from a leave of absence will resume the contract status which she or he held prior to such leave and other rights under this Agreement reinstated.

3.03 The OAPSE Local President will receive through Board minutes the calendar of meeting dates for the year at the January organizational meeting. An attempt will be made to notify the President of any date or time changes.

3.04 Discipline Procedures

A. A conference is defined as a discussion held with an Employee by his/her immediate supervisor, another supervisor, or administrator from which a summary of such discussion is placed into any file maintained on that Employee. Matters addressed through conferences will first be taken up by the immediate supervisor unless that problem has been habitual or there is a substantial administrative reason for holding the conference with another supervisor or administrator. The Employee will have the right to have present a witness to the conference, a grievance representative, building representative, Local President and/or an OAPSE Staff Representative. Disciplinary conferences shall be scheduled forty-eight (48) hours in advance to give the employee an opportunity to notify his/her OAPSE Staff Representative of said conference to allow for his/her presence. After the conference has been held, the supervisor or administrator will prepare and sign his/her summary of conference and present a copy to the Employee. The Employee will have five (5) days to respond in writing to the summary and such response will be signed by the supervisor or administrator and attached to the summary.

B. The Employee will have the right to representation by a grievance representative, building representative, Local President and/or the OAPSE Staff Representative.

C. The Employee will have the right to present witnesses and question any witnesses presented by the Board.

D. The Employee will have the right to present any other evidence on his/her behalf.

E. If the Employer determines that the Employee's continued presence in employment prior to the conference poses a danger to persons or property, or a threat of disrupting operations, or a danger to themselves, the Superintendent/designee may suspend the Employee with or without pay for up to three (3) days pending the conference to determine the final disciplinary action.

F. Subject to paragraph G, discipline shall be applied in a fair and progressive manner. The first instance of misconduct by any Employee will generally result in an oral warning from his/her supervisor and/or administrator. Thereafter, the Employee will be subject to a written reprimand, suspension with or without pay for up to three (3) days and/or termination. This progression of discipline may vary in the case of a serious infraction.

G. Certain offenses are serious enough to warrant discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:

1. Theft of, or vandalizing property of the Board;
2. Theft of, or vandalizing property of Board personnel;
3. The uttering of threatening language toward management personnel, personnel employed by the Board, students, or the public;
4. Intoxication or being under the influence of a controlled substance on school property or at a school function, or the sale, distribution, possession, or use of alcohol or any controlled substance on the job on school property and/or at a school function;*
5. Falsification of any records, including employment records and;
6. Fighting.

* Testing shall be in accordance with 3.07.

H. When imposing a suspension or discharge, the Superintendent or his/her designee will sign a written notice of suspension or discharge. The statement will state the grounds for the action. The Superintendent or his/her designee will furnish a copy of the statement to the Employee and to the Local President. Disciplinary action is effective according to the terms of this notice. The Employee may file a grievance concerning his/her discipline or discharge in accordance with the time limits and procedures set forth in Article 6, Grievance Procedure.

I. The Employee will clearly and unmistakably waive any rights to have representation during conferences concerning job evaluations.

J. Notwithstanding ORC Chapter 124, this Article will exclusively govern the initial probation, discipline and removal of Employees.

K. Employees who are unable or unwilling to perform their job duties or assignments may also be subject to termination, irrespective of paragraphs E, F, and G of this section.

3.05 Personnel Files

A. Employees will be informed of any complaints which are directed toward them if a written complaint is filed as per Board Policy #9130.

B. Anonymous letters or material will not be placed in an Employee's file, nor will they be made a matter of record.

C. An Employee will be entitled to a copy, at his/her expense, of any material in the file, except for material originally supplied to the Employer as confidential prior to the employment.

D. An Employee may periodically request in writing the opportunity to review his/her personnel file during non-working hours in the presence of an administrative representative. A third party selected by the Employee, at the option of the Employer, may also be present during such review.

E. An Employee may request the removal of a written reprimand from his or her personnel file after two (2) years of good behavior or non-reoccurrence. An Employee's request for the removal of disciplinary action must be made in writing by the Employee and presented to the administration. Upon receipt of the request for removal of disciplinary records, the administration will schedule a conference with the Employee, and by mutual agreement of the Employer, with a representative of the Local Union. If, during the conference, the Administrative office concurs that the materials serve no useful purpose of benefit to the Urbana City Schools, then the material will be removed.

3.06 Other Rights

A. Any member of the bargaining unit who is required to operate a Board-owned motor vehicle as a part of his/her regular duties, who is on his/her paid status and appears to be using or under the influence of alcohol or any drug of abuse will be taken promptly to a laboratory or hospital for a blood and other appropriate test**.** The Board may instead choose to have the test(s) administered at the school site.

The Employee will be on paid status until returned to the work site and the test will be at the Boards expense. A positive test or refusal to submit to a test will be cause for discipline.

B. 1. The Board will have the right to terminate any member of the bargaining unit who is required to operate a Board-owned vehicle as a part of his/her regular duties upon the occurrence of any of the following:

a. The accumulation of six (6) or more points on the operator's license, or loss of CDL on points.

b. A conviction for the offense of operating a motor vehicle under the influence of alcohol or any other drug of abuse, whether such conviction is the result of a court or jury determination, a plea of guilty, or a plea of no contest or suspension of CDL for DUl.

c. Suspension or revocation of his/her operator's license or CDL by any court or the Bureau of Motor Vehicles.

d. Loss of insurability.

2. Before the Board exercises its rights to terminate an Employee in accordance with Sections a, c or d, the Employee may request and will be granted an unpaid leave of absence for up to twelve (12) months. If, during this leave, the Employee is able to accomplish a reduction below six (6) points on the operator's license, then he/she may assume his/her status previously held with full rights accrued.

3.07 Drug-Free Work Place

A. Prohibitions

All employees shall refrain from the use, manufacture, distribution, or possession of controlled substances or alcohol while on the job, at a school activity, or in the workplace.

B. Definitions

For the purpose of this provision, the following definitions shall apply:

1. Drug Abuse Offenses

Shall be defined as the unlawful possession, use or distribution of a controlled substance.

2. Workplace

Is defined as any area under the control of the school district or at any school-sponsored activity, while the employee is on duty.

3. Violations

An employee accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause.

C. Enforcement

1. Enforcement of this provision by the Administration shall be through the use of drug and/or alcohol testing at the cost of the Board.

a. The Administration may randomly select employees for such testing by notifying the employee within thirty (30) minutes of the start of his/her work shift that a drug and/or alcohol test will occur.

b. Additionally, the Administration may require a drug and/or alcohol test of an employee where the Administration reasonably suspects that the employee is under the influence of drugs and/or alcohol. Such suspicions may be based upon but are not limited to the employee's actions, speech, appearance, or odors. In the case of a reasonable suspicion test, the Union President will be notified as soon as reasonably possible.

2. If the test results are negative for drugs and/or alcohol, the employee will be paid his/her regular rate of pay for the time required for the employee to give blood or urine samples for the testing. If the test results are positive for drugs and/or alcohol, the employee will not be paid his/her regular rate of pay for the time required for the employee to give blood or urine samples for testing.

3.08 Background Checks

The Board shall reimburse employees in all classifications for BCII and FBI background checks up to the amount of $40.00. This reimbursement shall apply to any employment mandated background check that occurs after June 1, 2008.

ARTICLE 4
CONTRARY TO LAW PROVISION

4.01 If any provision of the Agreement, or the application of any provision, will be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any

existing or subsequently enacted legislation, then such provision will not be applicable, performed, or enforced, but all remaining parts of this Agreement will remain in full force and effect for the term of this Agreement.

ARTICLE 5
DEFINITIONS

5.01 "Professional Negotiations" means conferring, discussing, and negotiating in good faith by a Board or its designated representative and the Union through its designated representative, in an effort to reach an Agreement with respect to wages, hours, and other employment matters of mutual concern by such Board and Union.

5.02 "Good Faith" involves coming to the negotiating table with the intention of negotiating not dogmatically pursuing preconceived stands. Good faith requires that the Union and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counter proposals. The obligation of a Board or its representatives and the representatives of a recognized Employee Organization to meet for the purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

5.03 "Days" will mean calendar days.

5.04 "Impasse" is a deadlock in negotiations, after a period of at least sixty (60) days, in which the parties are unable to resolve their differences on the remaining negotiated items.

ARTICLE 6
GRIEVANCE PROCEDURE

6.01 A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of the Negotiated Agreement between the Union and the Board for discipline or discharge of an Employee or other article of this Negotiated Agreement.

6.02 A grievant is an Employee, or group of Employees, in the bargaining unit alleging a violation, misinterpretation, or misapplication of the Negotiated Agreement. A grievance alleged by a group will have risen out of identical circumstances affecting each member of said groups.

6.03 A day will be defined as a calendar day.

6.04 If the grievant does not file a grievance within fourteen (14) days of the date on which the grievant knew or should have known of the occurrence of the act or condition on which the grievance is based, then the grievance will be considered waived.

6.05 Time limits within this provision will be considered a maximum unless mutual written agreement to extension by the parties is made.

6.06 At each formal level, either party may have Local or State Union representation of his or her choice.

6.07 Steps in the Grievance Procedure

Step 1 Within fourteen (14) days of the act or condition upon which the grievance is based, the grievant will discuss it first with his supervisor in an attempt to resolve the matter informally at that level. The grievant shall provide advance notice to the supervisor that the discussion is an informal grievance. In all cases the Superintendent or designee in charge of coordinating the bargaining unit staff will be included in any grievance discussion with the supervisor. Those bargaining unit members not directly under a principal will present their grievance to the supervisor for classified personnel of that classification.

Step 2 If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, within seven (7) days she or he will set forth his or her complaint in writing to the supervisor. The supervisor will communicate his decision to the grievant, in writing, within seven (7) days of receipt of the written complaint.

Step 3 If the OAPSE Grievance Committee determines that the grievance has, or may have, merit it will recommend that the grievance be heard by the Superintendent.

Step 4 The appeal to the Superintendent shall be made with the recommendation of the OAPSE Grievance Committee, in writing, within seven (7) days of Step 2. It should set forth the ground upon which the grievance is based. The Superintendent will request a report on the grievance from the supervisor, will confer with the concerned parties and upon request, will confer with the grievant and/or supervisor separately. The Superintendent will communicate his decision, in writing, along with supporting reasons, to the grievant and the supervisor within seven (7) days of receipt of the grievance.

Step 5 If the grievance is not resolved to the OAPSE Grievance Committee's satisfaction, they may request a review by the Board within seven *(7)* days of the Superintendent's decision. The request will be submitted, in writing, to the Superintendent, who will attach all related papers and forward the request to the Board. The Board, or a committee thereof, will review the grievance, hold a hearing with the grievant and/ his or her representative, if requested, and render a decision, in writing, within thirty (30) calendar days.

Step 6 Any grievance not resolved to the satisfaction of the grievant and OAPSE Grievance Committee, after review by the Board, will be submitted to the Federal Mediation and Conciliation Service (FMCS) by the OAPSE Staff Representative and a representative of the Board. The parties will request from FMCS, a panel of seven (7) arbitrators from which the Board and Union will alternately strike names. If either party is not satisfied with the remaining arbitrator, either party may request a second and final panel of seven (7) arbitrators. All costs incurred by the arbitrator shall be borne by the losing party who shall be clearly identified in the decision. The decision of the FMCS Arbitrator will be final and binding on both parties.

GRIEVANCE MEDIATION

In the event both parties agree, a grievance may be submitted for grievance mediation through FMCS. Mediation may occur between step 5 and step 6, thereby holding all time frames in abeyance while mediation takes place.

ARTICLE 7
SENIORITY, POSTING AND BIDDING

7.01 Seniority

A. Seniority will be defined as the length of employment by an Employee with the Board as computed from the Employee's most recent date of hire.

1. System Seniority is determined by the amount of continuous service an Employee has with the Board, beginning with the most recent date of employment.

2. Classification Seniority is determined by the amount of continuous service an Employee has with the Board in a particular classification computed from the latest date of appointment to present classification.

B. Employees who voluntarily resign or are discharged terminate their seniority.

C. New Employees will have no seniority status until they have completed a probationary period of at least one hundred eighty (180) days worked, after which their seniority dates from the date of hire.

D. Substitute Employees will not accumulate seniority and are not considered as either full-time or regular part-time Employees subject to the terms of this provision. Only regular full-time or regular part-time Employees shall accumulate seniority.

E. Employees with seniority who change job classifications shall serve at least a one hundred eighty (180) day probationary period. Seniority rights will be retained during the one hundred eighty (180) days, in the former classification. After serving the one

hundred eighty (180) day probationary period successfully, the Employee's seniority in the old classification shall be discontinued and the new seniority established from date of a bid award in the new classification. The Employee cannot disqualify himself/herself to return to his previous classification after the probationary period. In the event the Employee is determined by the administration not able to perform adequately in the position, prior to working one hundred eighty (180) days, he or she must return to the former level and salary range.

F. Seniority will not accrue through a leave of absence; however, seniority accrued prior to a leave of absence will be credited to an Employee upon return to employment from leave of absence.

7.02 Qualifications of Bidding

A. When, as determined by the Board, vacancies occur in the following department classifications, those vacancies will be filled according to the procedure outlined in this provision.

The classifications are:

Custodial
Pupil Transportation
Non-Central Office Secretaries
Associates
Library Associates
Paraprofessionals

B. All positions filled in the eligible department classification will be made in accordance with the seniority rules and where Board criterions exists, and it will be used to establish eligibility for a position. The Board criteria will only apply in changing job classification from among those who have met requirements.

C. Only members of bargaining unit positions with seniority may bid. They must have completed at least the one hundred eighty (180) day probationary period.

D. Consideration for job appointment within the classification will be made on the basis of job classification seniority first and then system seniority.

E. A written test or other assessment(s) of skills related to the position may be a part of the bidding process. Other qualification criteria may be considered as well as seniority.

7.03 Bidding Procedure

A. A notice indicating that an opening in a classification exists (or is expected to exist, if known, ahead of actual vacancy), setting forth the department classification required, and the expected location of the job involved, will be posted on an appropriate bulletin board in each school, supervisor's office, and maintenance office, for five (5) days and will be the responsibility of the President of the Local Union to so post. Notices will be obtained from the Central Office personnel in charge.

B. During this period, all eligible bargaining unit members who desire to bid will do so by properly filling out a bid form. All requested information will be completed and the form will be signed by the applicant. This form will be returned to the Superintendent/designee in the required time period. Unless the above requirements are complied with, the bids will not be honored.

C. After five (5) days, the classification postings will be removed and no more bid forms will be accepted.

D. Awards will be made according to seniority and Board criteria from among those who have met the requirements.

E. Nothing in the foregoing procedure for filling job vacancies will detract from the right of the Board to temporarily fill job vacancies, without regard to seniority until such time as a permanent replacement is secured through applications of the appropriate procedure set forth. The vacancy will be posted according to the foregoing procedure.

F. All bids will be considered, however, the Board has the right to fill the vacancy with outside applicants.

G. A copy of the current seniority list in the affected classification will be made available upon request.

H. The Board maintains the right to determine when and where a vacancy exists and to fill or not fill such position.

7.04 Transfers

A. The Superintendent has the right to make transfers and the Board has the right to make all final decisions.

B. No transfers shall be made without discussion first between the Employee and supervisor and then through higher authority, if necessary.

C. Except in emergency situations, the Employee will have the aforementioned session at least fourteen (14) days prior to the actual transfer.

D. One of the considerations in making all transfers will be the concern of the individuals. Some of the reasons that transfer may become necessary are as follows:

1. Wrong skills for the job,
2. Personality conflicts,
3. Poor work habits,
4. Physical ability,
5. Work force reduction,
6. Request by Employees,
7. Board programs and requirements.

Employees who are temporarily assigned (5 days or less) to another classification shall be paid at the rate of pay established for the new temporary position, unless the salary rate is less than their current rate. Permanent transfers (more than 5 days) shall result in the employee being paid at his/her regular rate for 12 months, if the pay scale applicable is lower. After 12 months of the transfer to a lower paid position, the employee shall be placed on the wage schedule for the new position.

7.05 Layoff and Recall

A. The Board may determine to layoff Employees due to a lack of work, a lack of funds, abolishment of positions, or return to work of Employees on leave.

B. In the event of a planned reduction in force, the Board will notify the Union at least thirty (30) calendar days before any layoffs take effect. Within seven (7) calendar days of such notification, a meeting will be scheduled between the Board and the Union to discuss the reasons for the layoff, the affected Employees and the date of the layoff.

C. The Board will layoff Employees in any affected classification on the basis of reverse classification seniority.

D. When an Employee is to be laid off, the Employee shall have bumping rights within the job classification over all Employees with less classification seniority. Any Employee bumped will then have bumping rights within the classification until the least senior person is laid off.

E. Employees who have previously worked in another classification, and are subject to a layoff, may bump the least senior Employee in their former classification, providing the following conditions are met:

1. The Employee must have satisfactory experience in the former classification.

2. The Employee must have more years of classification seniority in the former classification, or the Employee must have more total years of system seniority when combining their current classification with their former classification, than the least senior Employee who is currently working in the former classification.

3. The Employee must be willing to accept the pay scale of the former classification.

F. The names of laid off Employees will be kept on a Recall List by classification for a period of two (2) years from the Employee's last workday. Vacancies within any classification affected by layoff will be filled in accordance with the bid procedure in Article 7. However, Employees laid off from that classification must be recalled to any vacancy before the position can be filled by an Employee from another classification or a new hire. Laid off Employees will be recalled in order of their seniority. The offer of recall will be made by written notice sent to the Employee at his or her most recent address of record by certified mail. It is the Employee's responsibility to keep the Board informed of his up-to-date address. The Employee shall have fourteen (14) work days after the notice is mailed to accept the offer of recall and report to work. If she or he does not report during such fourteen (14) day period, his or her name will be eliminated from the Recall List and the employment relationship between him or her and the Board will cease.

ARTICLE 8
CUSTODIANS

8.01 Custodians will have first priority to work extra hours in their respective building, if the other building custodian is not available for his or her regular duty with the prior approval of the supervisor. This practice will be applicable for a period not to exceed seven (7) work days in succession, unless the supervisor approves an extension of this seven (7) day time limit.

8.02 Special additional work projects and extra curricular activities will be determined by the Maintenance Supervisor. A Seniority Rotation List will be established at the beginning of the school year. Custodians who desire to be considered for such additional work shall sign the list. If a custodian does not take the additional work in rotation, he or she will not be eligible for another assignment until the list has been exhausted. When custodians are not available or decline additional work, the least senior custodian shall be assigned the work. Additional work projects, job assignment and additional hours

determined to be open for any regular custodian participation shall be determined by the Maintenance Supervisor.

8.03 If a Custodian is called back to his school by the police, his immediate supervisor, or administrator, for service, breakage, lock-up or other like emergency situations, she or he will be paid two (2) hours minimum for each occurrence.

8.04 Hours of Work, Overtime and Building Checks

A. The standard workweek for all bargaining unit Employees will be Monday through Friday. The Board may establish a work schedule other than Monday through Friday.

B. The Board will pay overtime at the rate of one and one-half (1-1/2) the regular rate of pay for all hours actually worked in excess of forty (40) in any work week. Holidays will be counted as days worked for determining an Employee's eligibility for overtime. The Employee may ask to take compensatory time in lieu of overtime payment; however, such time may only be taken as approved by the principal/supervisor.

8.05 Any Custodial Employee who works second or third shifts will be paid an additional ten cents ($.10) per hour for one hundred seventy-eight (178) days per year. If the Employee bids or is transferred to first shifts, she or he will agree to waive this additional stipend.

8.06 A Custodian who holds a current boiler's license shall receive an additional fifteen cents ($.15) per hour worked up to a maximum of Three Hundred-twelve Dollars ($312.00) per year above his or her regular rate of pay. The license must be posted at his/her workstation. Boiler license payments will be prorated for the actual number of hours the staff member holds his or her license during the year and a lump sum payment made with a December pay.

8.07 Custodial job classifications shall be made to include Custodial I and Custodial II positions. Administration may assign new personnel classification to experience and skill level. To be eligible for the Custodial I classification, an employee must possess a current boiler's license and/or has received training that is acceptable to the Board. As Custodial II employees pass the boiler operator's test, they will be offered day shift positions currently held by custodians who do not have boiler operator's licenses. The custodian who is displaced shall be transferred to the Custodian II position and the provisions of 7.04 shall apply. Seniority shall prevail in awarding these positions among employees who pass the test. The least senior custodian who passes the test will have to accept a second shift custodian position.

8.08 Employees should have a telephone and give the Board the Employee's current number so the Employee can be contacted for overtime or extra duty work. Employees who do not have a phone or fail to give their current number to the Board waive any rights to extra duty and overtime that would be awarded through telephone contact. Employees

retain their rights to overtime work or extra work that is traditionally awarded through personal contact.

ARTICLE 9
ASSOCIATES/LIBRARY ASSOCIATES

9.01 Classification seniority for Associates will be computed from the date of hire in the classification. As vacancies arise during the school year, they shall be posted and awarded according to seniority and Board criteria from among those who have met the requirements.

9.02 Associates must successfully complete one hundred eighty (180) days probationary period. If it becomes necessary to reduce the number of Associates, the Board may reduce personnel according to the Layoff and Recall Section.

9.03 Paraprofessionals who are performing paraprofessional duties are required under the NCLB (No Child Left Behind) Act and/or duties otherwise approved by the Superintendent and who have filed documentation of eligibility with the Superintendent by September 15 shall be increased hourly by five percent (5%) on the Associate's wage schedule beginning that school year. Such increase shall continue in effect as long as the employee continues to meet the eligibility requirements and is performing duties as required under the NCLB and/or duties otherwise approved by the Superintendent. The eligibility requirements are attainment of a bachelor's degree or associate's degree, documentation of successful completion of two (2) years of college study or sixty (60) semester hours, or passage of the state paraprofessional test.

ARTICLE 10
DISTRIBUTION OF MEDICINE

10.01 Employees who may be required to administer drugs or to perform first aid shall be provided proper training.

10.02 In the event the Board designates particular employees to administer drugs prescribed by Physicians to Students pursuant to Section 3313.713 of the Ohio Revised Code, or requires employees to perform first aid, the Board agrees to:

A. Provide such employees with adequate training and supplies, including protective gloves;

B. Refrain from disciplining said employees for any negligent acts performed consistent with the administration of drugs or performing first aid;

C. Indemnify and save harmless the employees from all claims, demands, damages, liabilities, costs, expenses, or judgments for or arising out of actions connected

with the administration of drugs or performing first aid caused by the negligence of the employees;

D. Provide a defense for said employees in the event that said employees are sued for any actions arising out of the administration of drugs or performing first aid that are reasonably related to the performance of the employee's duties.

10.03 If Section 3313.713 is repealed, the Parties agree to meet to renegotiate this provision.

ARTICLE 11
TRANSPORTATION

11.01 All bus routes will normally be established between fourteen (14) and twenty-eight (28) days after the school system opening, subject to review by the Superintendent or designee.

11.02 By the first week of the school year, a list of drivers who desire to drive non-regularly scheduled bus trips for the athletic and music departments or other field trips will be established. A driver will have eligibility to take extra trips after thirty (30) days contractual driving time providing she or he makes application in writing.

The list will be effective for the first semester. If a driver does not take the trip in regular rotation, she or he will not be eligible for another trip until the list has been exhausted.

Drivers are eligible for extra trips, even though a trip will place them in overtime status. However, once in overtime status, drivers will not be eligible for a second trip until the list has been exhausted.

Field trips of short duration, such as high school classes from high school to farm plots, schools to college, or other short trips within the area, can be driven by the teacher of the class who is certified to drive a bus.

A calendar of extracurricular trips requested by various organizations of the school shall be provided at the Transportation Supervisor's Office for drivers to sign if interested in driving.

11.03 All trips will be paid on the driver's regular rate of pay. Drivers will be paid for layover time that might occur during field trips. Drivers will be paid at their regular hourly rate of pay for the first three (3) hours of a trip(s), and the step "0" rate of pay for any additional hours. Drivers will be paid a minimum driving time of one (1) hour each way for extra trips and shall remain on site and performing any necessary, supervisory duties. Split trips, i.e., a round trip whose duration does not exceed sixty (60) minutes will be paid at three (3) hours driving time, if the driver goes back and forth. If the driver stays for the duration of the event, she or he will be paid his or her actual driving time and the

lay over rate. When drivers are not available or decline extra trips, the least senior driver shall be required to drive the extra trip.

11.04 No regularly scheduled route will be assigned to a driver that would include less than two (2) hours time in a total day.

11.05 One (1) hour show-up time will be paid on all canceled trips providing the driver was not notified before the scheduled trip time.

11.06 Any driver who accepts trips and then cancels two (2) consecutive times will be taken off the rotation list for extra trips for a period of one (1) month at the discretion of the Transportation Supervisor.

11.07 The Board will give consideration to place a bus driver in another classification or give the bus driver other work duties in his/her present classification whenever a bus driver cannot perform the duties of bus driving because of physical or mental requirements mandated by law or the State Department of Education and is applicable only to the employment of school bus drivers (examples: high blood pressure, color blindness, etc.).

11.08 Drivers will be compensated four (4) hours annually for the State required in-service meeting, providing the driver attends the meeting.

11.09 Extra trips for the months of June, July, and August will be awarded to drivers who sign up for these trips.

11.10 The Board agrees to reimburse drivers for the difference between regular operator's license and a CDL.

11.11 Bus drivers shall be paid fifteen (15) minutes in a.m. and fifteen (15) minutes in p.m. for pre-trip and post-trip inspections. This shall include any non-school day trip.

11.12 Mandated drug testing will meet State/Federal guidelines. Tests shall be administered in accordance with 3.07.

11.13 Drivers are expected to keep their buses in a condition similar to the condition it was at the beginning of the year. The interior must be swept, trash removed from the bus, seats and windows clean and the buses exterior washed on a regular basis.

11.14 Drivers who leave students on their bus after a route shall be subject to an unpaid suspension of not less than five (5) days. Such discipline shall be non-grievable and subsequent discipline for the same offense may include termination.

11.15 The Board shall first use regularly contracted bus drivers who are licensed as "On Board Instructors." On Board Instruction shall not interfere with the Instructors' regular driving responsibilities and shall be accomplished in a timely manner. If the regularly

contracted bus driver refuses or fails to perform an "On Board Instruction" assignment, the Board may use other "On Board Instructors."

11.16 Discipline of a student for misconduct on a school bus is the responsibility of the school administration. Input from the Transportation Supervisor will be considered.

Discipline of students for bus misconduct shall be administered in a uniform manner consistent with Board policy.

ARTICLE 12
HOLIDAYS

12.01 Nine (9) and ten (10) month Employees will receive the following paid holidays:

Labor Day
Columbus Day
(Friday after Thanksgiving)
Veteran's Day
(A workday nearest Dec. 25th)
Thanksgiving Day
Christmas Day

New Year's Day
Martin Luther King Day
President's Day
Memorial Day (if scheduled to work the day before or the day after)

12.02 Eleven (11) and twelve (12) month Employees will receive the following paid holidays:

Labor Day
Columbus Day
(Friday after Thanksgiving)
Veteran's Day
(Workday nearest Dec. 25th)
Thanksgiving Day
Christmas Day

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day

12.03 With the prior agreement of the Local Union President, the Administration may substitute and declare another workday as a paid holiday in exchange for President's Day (i.e., Employees would be scheduled and expected to work on President's Day, but would receive a day as a trade day in exchange for working on President's Day). When a holiday falls on Saturday, the preceding workday, not a holiday will be taken as the holiday. The exception to this: when the holiday falls on Sunday, the following day will be designated as a holiday or at another time if school is in session that day.

ARTICLE 13
VACATIONS

13.01 Two (2) weeks vacation with pay will be accrued by eleven (11) and twelve (12) month bargaining unit members starting at the first full month of employment and at the end of each subsequent month. Accrued vacation time shall not be used during the one hundred eighty (180) day probationary period.

13.02 Three (3) weeks' vacation will be accrued for eleven (11) and twelve (12) month bargaining unit members after ten years of completed service.

13.03 One (1) day vacation for each bargaining unit member will be granted for each year after fifteen (15) years of service up to a maximum of twenty-five (25) days. Bargaining unit members hired on or after July 1, 1998, shall accrue one (1) day of vacation for each year after fifteen (15) years of service, with up to a maximum of twenty (20) days of vacation.

13.04 All years of service are calculated from an anniversary date of employment. Vacation time shall be accrued based on the fiscal year.

13.05 All vacation must be used by June 30 in the year it is accrued. Up to ten (10) days vacation may be carried over to the next fiscal year.

13.06 Vacation is normally scheduled through the summer months. A day or more of the vacation can be taken any time during the school year when school is not in session. Vacation may be taken by bargaining unit members at anytime during the year, providing it is with prior approval of the Administration. Requests for vacation use must be made no less than five (5) workdays prior to the requested vacation unless waived by the Administration in writing. No more than ten (10) days shall be used consecutively. Vacation during non-summer months must be approved by the immediate supervisor and the Superintendent/designee.

ARTICLE 14
SICK LEAVE

14.01 Paid sick leave is based on earning one and one-forth (1-1/4) days per month for twelve months to a yearly maximum of fifteen (15) days.

14.02 Accumulated Sick Leave

Unused portions of these days may be accumulated not to exceed two hundred forty (240) days. Bargaining unit members who may be absent due to illness continue to accumulate sick leave as long as they remain in a regular pay status.

14.03 Reasons for Sick Leave

Personal illness (Administration may request certification of illness from physician), illness in the immediate family, or death in the immediate family.

14.04 Uses of Sick Leave

Sick leave shall be granted only upon approval of the appointing authority and for the following reasons:

A. Illness or injury of the bargaining unit member or a member of his or her immediate family. (In case of a member of the immediate family not living in the same household, the appointing authority may credit sick leave when he believes it is justified, but such cases should be carefully investigated.)

B. Death of a member of his or her immediate family (sick leave usage limited to seven (7) working days.

C. Medical, dental, or optical examination or treatment of Employee or a member of his or her immediate family.

D. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the Employee; or when through exposure to a contagious disease, the presence of the Employee at his job would jeopardize the health of others.

E. An Employee may be granted sick leave for any incapacitation due to pregnancy, whether such incapacitation occurs during pregnancy or subsequent to the birth of a child.

If a pregnant Employee elects to take a leave of absence without pay prior to expiration of accumulated sick leave, insurance coverage may remain in effect by the Employee making payments in the amount of the total monthly premium or prorated premium for absences of more than five (5) days in a given month. The monthly premium to be the amount established by the Treasurer as of August 1st of the school year in which the absence due to pregnancy occurs.

F. Falsification of a sick leave statement or the use of sick leave for purpose other than given above shall be grounds for disciplinary action including termination.

14.05 When there is an expectation that an Employee will use in excess of five (5) consecutive sick days, the Employee shall inform the supervisor of the number of anticipated days to be used. The Employee will give the supervisor a three (3) day notice prior to his or her return from an extended illness. A doctor's release may be required.

14.06 Medical verification will be furnished to the Superintendent/designee for all absences requiring more than three (3) days leave. The Board will have the right to require a

medical examination by a physician of its choice after the member has been absent for three (3) school days per occurrence. In such event, the Board will pay the full cost of the examination.

14.07 Definition of Immediate Family

Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of parent (loco parentis).

ARTICLE 15
PERSONAL LEAVE

15.01 Personal leave is defined as an emergency or personal business which cannot be done before or after school or on a non-school day, which is not covered under another form of approved leave such as sick leave.

Any Employee of the Board with seniority may be granted a maximum of three (3) days of personal leave per school year. All personal leave requests are subject to the limitations specified in article 15 and must be submitted on the personal leave form at least three (3) days in advance of the day(s) scheduled to be taken, except in an emergency.

15.02 Personal leave may be granted in categories such as the following:

1. Emergencies that cannot be given attention to at any other work time.

2. Personal business or obligations that cannot be handled at other than scheduled work time.

3. Activities, functions, or obligations which are personally important and/or necessary to the staff member.

15.03 Items for which personal leave may not be approved include, but are not limited to the following:

1 Application or interview associated with securing employment elsewhere.

2. Responsibility related to a job not associated with the School District.

3. Any function which may result in personal financial gain for the Employee at the sacrifice of the school Employee's school responsibility.

15.04 Personal leave will not be granted the first ten (10) student days of the school year or last ten (10) student days of the school year, or the day before or the day after a holiday,

unless approved for special circumstances by the Superintendent/designee. No more than 10 percent (10%) of any classification may be off on any one (1) day.

15.06 All unused personal leave days shall be converted into accumulated sick leave as of June 30 of each year.

ARTICLE 16
ASSAULT LEAVE

16.01 Any service connected case of physical assault on a member of the bargaining unit occurring on the school premises or during a school-sponsored function, and not caused by another Employee of the District will be reported immediately to the principal or immediate supervisor who will initiate an investigation of the incident not later than twenty-four (24) hours after the receipt of the report. When such an assault results in absence from duty for medical reasons, such absence will be at no loss in pay and will not be chargeable to sick leave to a maximum of fifteen (15) days per member each school year.

16.02 Medical verification will be furnished to the Superintendent for all absences requiring more than three (3) days leave. The Board will have the right to require a medical examination by a physician of its choice after the member has been absent for three (3) school days per occurrence. In such event, the Board will pay the full cost of the examination.

16.03 Absences due to court appearances resulting from an assault will be chargeable to assault leave.

16.04 If a member is required to be absent from work because of court appearance(s) resulting from an assault and she or he requires assault leave days exceeding fifteen (15) during that school year, additional days equivalent to the number of days used for court appearances will be granted to that member.

16.05 The member assaulted agrees to cooperate fully with police and the Administration in an investigation of an alleged assault upon a member unless otherwise advised by his/her legal counsel.

ARTICLE 17
UNION LEAVE

17.01 The Administration may agree to grant, upon the request of the Union, Union pay for the purpose of attending Union Conferences provided, however:

A. That the total time off does not exceed forty-eight (48) man hours during any one (1) year of this Agreement, and

B. That a written notice specifying the names of the Employees attending the conference is furnished by the Union two (2) weeks in advance of the period desired, and

C. That not more than two (2) Employees, including the Local President, shall be absent at any one (1) time, and no more than one (1) shall be from the same school.

D. The OAPSE Local President or his/her designee shall receive time in emergency situations, subject to the approval of his/her immediate supervisor to conduct emergency business.

17.02 Union Meetings

Any Employee working the second (2nd) shift may attend Union meetings once a month provided his or her work is completed and lost time made up at the end of his or her work shift.

ARTICLE 18
LEAVE OF ABSENCE WITHOUT PAY

18.01 In accordance with the provisions of Ohio Revised Code, Section 3319.13, the Board shall grant a leave of absence for a period not exceeding two (2) consecutive school years where illness or other disability is the reason for the request.

18.02 If the basis for the leave of absence is the result of a Worker's Compensation claim in which the Board was the Employer and that Employee is receiving temporary partial or temporary total Worker's Compensation payment, the Board shall continue, for the period until the Employee returns to the payroll on either sick leave or regular work, to pay the same portion of the hospitalization insurance premium as provided in existing Board Policy, provided, however, that such period does not exceed one (1) year.

18.03 The Board shall continue to carry, on payroll records, all Employees whose sick leave accumulation has expired, or who are on disability leave of absence or an approved leave of absence.

If the absence is due to illness and all of the Employee's sick leave accumulation has expired, his or her sick leave will be treated as unpaid days.

Board paid hospitalization and major medical insurance provisions will continue for a maximum period of sixty (60) days following the expiration of all accumulated sick leave, unless the Employee is on FMLA Leave in which case such coverage will continue until the Employee's FMLA Leave is exhausted.

18.04 While on leave of absence without pay for reasons other than illness or disability or FMLA Leave and after insurance benefit extension provided for in 18.03, the Employee may participate in group insurance programs offered to regular Employees by paying the total cost of the premium to the Board, if the Employee participated in the group insurance program prior to his/her absence.

Such payment and other terms of insurance coverage shall be governed by the provisions of the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA).

18.05 The welfare of classified staff members may require an extended absence from duty for other than illness or disability. The Board may grant a request for such leave for one (1) year. Such leave may be extended an additional year upon written request and approval by the Board.

18.06 Seniority status of the Employee who has voluntarily requested a leave of absence shall not be interrupted by such leave, but the period of leave shall not count toward accumulated seniority.

18.07 Employees who are on an approved leave of absence and planning to return to their duties at the expiration of that leave shall notify the Superintendent of their intent to return to duty thirty (30) days prior to the time that person wishes to return to duty.

18.08 Employees returning from leave shall resume their duties at the beginning of the school year unless otherwise approved by the Board.

18.09 An Employee taking a leave of absence will be returned to the same position **i**f the return to duty is within one (1) year of the beginning of the leave of absence.

18.10 The Board will not be held liable for payment of any retirement contribution for an Employee for the period the Employee is on a voluntary requested leave of absence.

18.11 An Employee granted leave shall not be employed at another place of employment while on such leave. Pre-existing part-time employment does not apply, unless it requires the same physical requirements as the existing job assignment. The Board may require verification from a physician.

18.12 Under the Family and Medical Leave Act (FMLA) of 1993, certain Employees may be entitled to up to twelve (12) weeks in any twelve (12) month period. "Twelve month period" is defined as a rolling twelve (12) months, measured backward from the date the Employee last uses any FMLA Leave. FMLA Leave may be use for any of the following reasons:

A. To care for the Employee's newborn child, or for an adopted or foster child;

B. To care for the Employee's spouse, son or daughter, or parent who has a serious health problem;

C. For a serious health condition that makes the Employee unable to perform his/her job.

Reasons for the use of FMLA may be modified by acts of Congress and regulations adopted by the U.S. Department of Labor.

18.13 FMLA Leave must be presented in writing on forms provided by the Board. FMLA Leave must run concurrently with sick leave, personal leave or any other paid leave available to the Employee. Time spent on such paid leave shall be counted against the twelve (12) weeks maximum FMLA Leave. If such paid leave is exhausted prior to the exhaustion of the FMLA Leave, the absence may continue as unpaid FMLA Leave until that leave is exhausted.

18.14 During FMLA Leave, the Employee may continue to participate in the Board's group insurance plan under the same terms and conditions that would have applied had no leave been taken. The premium portion payable by Employees is due the first day of the month in advance.

18.15 Upon expiration of the FMLA Leave, the Employee, who participated in the group insurance plan before the Leave, may continue to participate in the Board's Medical Insurance Plan by making payments in accordance with COBRA regulations. To continue to be enrolled in the Life Insurance Program, the employee must pay the entire premium each month.

18.16 An Employee that is on FMLA due to his/her own serious medical condition which made the Employee unable to perform his/her duties may not return to work without furnishing certification from the Employee's Health Care Provided that the Employee is able to resume work. Upon request by the Administration, at the Board's expense, an Employee shall be required to obtain a second opinion.

18.17 Upon return to service, the Employee shall resume the same contract status which she or he held prior to the leave.

18.18 The Board will adopt forms and written procedures consistent with the Agreement which may be necessary to fulfill its obligation under the FMLA and shall provide those to Employees or others upon request.

18.19 Any unpaid leave of absence regardless of its duration requires prior approval by the appropriate supervisory personnel.

ARTICLE 19
JURY DUTY

19.01 Employees(s) shall be granted leave with pay for jury duty or subpoenaed court appearance on behalf of the Board.

19.02 Any Employee covered by this Agreement who is required to serve on a jury shall, upon submission of proof of service, endorse the check or surrender the cash, received his/her base rate of pay for the regularly scheduled work hours lost while serving on duty. Such leave shall not be deducted from sick leave or personal leave unless the Employee fails to submit the check within ten (10) days of service. This Employee shall not be required to surrender mileage or meal reimbursement.

19.03 Employees(s) called for jury duty or subpoenaed for a court appearance on behalf of the Board shall notify their immediate supervisor and/or building principal as soon as possible following receipt of such notice.

ARTICLE 20
CALAMITY DAYS

20.01 Any Employee required to work on a calamity day may receive compensatory time off or overtime pay at one and one-half (1-1/2) times the hours worked. This compensatory time or overtime pay does not apply to time put in before the school day is canceled.

20.02 Management shall determine which custodians are called in to work or requested to remain on site on calamity days and the number of hours to be worked on those days.

20.03 In cases of one (1) or two (2) hour delays or early dismissals, those employees whose work schedules are seven (7) hours or more per day are not required to make up their time.

ARTICLE 21
COMPENSATORY TIME

21.01 Employees may request compensatory time instead of overtime pay. Compensatory time off for overtime shall be granted one and one-half (1-1/2) hours per each hour worked consistent with overtime provisions.

Compensatory time must be taken within the second pay period after it was granted. Employees who work overtime between June 15 and June 30 will receive overtime pay, not compensatory time. Overtime must be documented with the Employee's immediate supervisor/designee.

ARTICLE 22
RETIREMENT SEVERANCE PAY

22.01 All members of the bargaining unit who retire from the employment of the Urbana City School District Board of Education under the School Employees Retirement System with ten (10) years of service shall be eligible for Retirement Pay based upon their accumulated, unused sick leave. An eligible Employee must provide proof to the Board Treasurer of actual SERS retirement within ninety (90) days of their last date of service in the District in order to receive payment. Severance pay will be figured on the basis that one (1) day of severance pay shall be given to those eligible for each three (3) days of sick leave that the Employee has accumulated not to exceed a seventy (70) day maximum.

22.02 In lieu of severance pay, the Board will make a contribution to a 403b special pay plan in the same amount as would have been paid in severance.

22.03 All employees who turn 55 or older in the calendar year in which they retire will take part in an Accumulated Leave Plan that is offered by one of the following four companies: ING/Aetna Financial Services, Metlife Investor's Group, Variable Annuity Life Insurance Co., or Horace Mann.

22.04 If a retiring member is a participant in an accumulated leave plan, an employer contribution shall be made on his/her behalf under the accumulated leave plan within seventy-five (75) calendar days of the participant's last workday in an amount equal to the lesser of:

A. The total amount of the Participant's Severance Pay, or

B. The maximum contribution amount allowable under the terms of the accumulated leave plan.

22.05 To the extent that an accumulated leave plan participant's severance pay exceeds the maximum amount allowable under the accumulated leave plan for a calendar year, the excess amount shall be payable to the accumulated leave plan in the following January, up to the maximum accumulated leave plan limits for that calendar year. If there is any remaining excess, it shall likewise be paid in subsequent calendar years; provided, however, that if any excess remains at the end of the fifth calendar year following the calendar year of retirement, the remainder shall be paid in cash to the retired employee.

22.06. If a member is entitled to have a contribution paid to an accumulated leave plan and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the estate of the deceased member.

ARTICLE 23
SERS PICK-UP

23.01 The Board agrees with the Union to implement the SERS "pickup" utilizing the salary reduction method of contributions to the School Employees Retirement System paid upon the behalf of the Employees in the bargaining unit, at no cost to the Board, under the following terms and conditions:

A. The amount of "pickup" on behalf of each Employee will be at the current SERS rate of the Employee's gross annual compensation. The Employee's annual compensation will be reduced at no cost to the Board by an amount equal to the amount of the "pickup" by the Board for the purpose of State and Federal tax only.

B. The "pickup" percentage will apply uniformly to all members of the bargaining unit as a condition of employment.

C. No Employee covered by this provision will have the option of electing a wage increase or other benefit in lieu of the employer "pickup".

D. Payment for all paid leaves, sick leave, personal leave, and severance, including Unemployment and Worker's Compensation, shall be based on the Employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of hours worked).

23.02 Each Employee will be responsible for compliance with the Internal Revenue Service's Salary Exclusion Allowance Regulations with respect to the "pickup" in combination with other tax deferred compensation plans.

23.03 If the foregoing "pickup" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void. The Board will then return to the former method of employer/employee retirement system contributions as soon as necessary.

ARTICLE 24
MEDICAL INSURANCE

24.01 Each eligible bargaining unit member who elects single or family comprehensive major medical insurance must meet the requirements of the schedule listed below and will pay the following percentage of the monthly premium through payroll deduction.

Hour Per Week	Employee's Share (Single & Family)

17.5 - 25	40%
26-34	35%
35-40 (full time)	15%

Effective January 1, 2011, the Medical Mutual PPO health care program [see below] will be required for members of the bargaining unit.

Effective January 1, 2011, the District shall also offer the RxA/B prescription drug card which shall include the following schedule for co-pays:

Retail – up to 30 days:	$10/$20/$30
Mail Order – 90 days:	$20/$40/$60

The Board may offer alternative/managed care health programs.

24.03 OPT-OUT – Eligible employees who decline to participate in the Board's health insurance plans for the entire school year shall annually receive a stipend of five hundred dollars ($500.00). The stipend shall be paid during October of the next school year according to the following provisions:

1. The employee must waive his or her right to coverage in writing to the Treasurer by September 30.

2. Spouses employed by the District are eligible for only one (1) family plan or two (2) single plans and are not eligible for this stipend.

3. Any bargaining unit member who elected to opt-out of the Board approved insurance program who involuntarily loses other insurance coverage will be permitted to re-enroll in the Board approved insurance program subject to the provisions of the contract with the carrier. Notice of intent to enroll will be provided to the Treasurer as soon as possible after the involuntary loss of coverage and will become effective subject to the provisions of the contract with the carrier. Bargaining unit members who opt-out of the insurance program and need to re-enroll shall not be eligible for the insurance incentive stipend.

The following circumstances that currently qualify as reasons to re-enroll for health insurance are as follows:

a. Marriage, divorce, or legal separation;

b. Birth or adoption of a child;

c. Death of a dependent child or spouse;

d. A change in the employment status of the employee or spouse such as termination or commencement of employment, or going from part-time to full-time or full-time to part-time employment;

e. Absent from work for a family medical leave covered by the federal Family and Medical Leave Act (FMLA).

24.04 The Board will make available a Section 125 to allow Employees to pay monthly medical insurance premiums on a pre-tax basis. The Section 125 will also provide for "flexible spending" accounts, for Employees to set aside salary to offset medical expenses.

24.05 Board Employees who are husband and wife as defined in the Ohio Revised Code shall have the following options in medical insurance coverage:

1. Each shall be covered by separate single medical coverage, or
2. Both shall be covered by one (1) family medical coverage.

However, in no event will two (2) Board employees who are husband and wife, as defined in the Ohio Revised Code, be covered by two (2) separate family medical coverages.

ARTICLE 25
LIFE INSURANCE

25.01 The Board will provide term life insurance for all classified employees based on an individual employee's contracted salary rounded to the nearest thousand dollars, with a minimum amount of ten thousand dollars ($10,000.00) and a maximum amount of fifty thousand dollars ($50,000.00).

ARTICLE 26
TUITION REIMBURSEMENT

26.01 The Urbana City Board of Education will provide a maximum of Two Thousand Dollars ($2,000.00) total Board expenditure for tuition reimbursement in one year. The "year" as defined for when courses are taken and for when the $2,000.00 maximum expenditure applies shall be July 1 through June 30.

26.02 Reimbursement is available only to members of the bargaining unit. Tuition reimbursement is for courses, classes, or degree programs they attend for the purpose of enriching and developing their individual skills in their particular classifications.

26.03 Payment will be made once a year on or before the first regular pay date in November following the particular eligibility year.

26.04 Payment will be made only to those employees who return to work in the district the year following their course work. If on an approved leave of absence, the employee will be reimbursed upon returning to work following the leave of absence.

26.05 Any tuition reimbursement requests must have prior approval of the Superintendent/designee. If there is a question concerning suitability of a specific course, class or degree program, the Superintendent will discuss the situation with the employee before approving or disapproving the application.

If a course application is disapproved, the employee will be given reasons in writing for that disapproval. In the event of non-approval of a course request, the decision may be appealed to the tuition reimbursement committee which shall consist of two (2) classified staff appointed by the OAPSE Local President, the appropriate building principal or representative where a person is not attached to one (1) building, and chaired by the Superintendent of Schools. In the event a majority vote is not reached, the decision will be subject to grievance.

26.06 The employee must submit the tuition reimbursement form in writing to the Superintendent prior to the first class meeting of the course for which reimbursement will be requested.

26.07 Within sixty (60) days of completion of the course, the employee will resubmit the completed tuition reimbursement form along with a grade slip or transcript showing course number, grade received (must be a "C" or better), and a receipt for the actual cost of the course. Tuition reimbursement shall not exceed actual quarter hour or semester hour tuition cost to the employee.

26.08 In the event that the requests for reimbursement exceed $2,000.00, the total amount of requests for full credit courses will be prorated (divided evenly) into the $2,000.00.

26.09 Tuition reimbursement forms will be available in the district office. Both sections of the form must be submitted by the deadlines given in order to receive payment.

ARTICLE 27
AUTOMOBILE REIMBURSEMENT

27.01 Classified Employees required to use their own automobile to carry out their jobs will be reimbursed at the IRS rate in effect as of August 15th each year.

ARTICLE 28
CONTRACTED SERVICES

28.01 No contract for services, which could result in layoffs or reduction in the regular hours of bargaining unit Employees, will be let until OAPSE has been provided thirty (30) days advanced notice of the award.

ARTICLE 29
SALARY

29.01 Effective July 1, 2014, all steps in the salary schedule will be increased by one percent (1%).

29.02 Effective July 1, 2015, all steps in the salary schedule will be increased by one percent (1%).

29.03 The salary schedule as listed in the appendix shall be implemented for all classified Employees effective July 1, 2014.

29.04 Employees' pay records shall be based upon time cards. Proper procedures for the use of time clocks and time cards shall be developed by and distributed through the district's treasurer's office, in accordance with acceptable accounting standards. Employees who are found in violation of these procedures may be subject to discipline. For example, clocking another employee in or out or signing another's name is considered improper and grounds for disciplinary action including termination.

29.05 There will be twenty-six (26) pays per contract year for the 2014-2015 school year. Beginning with the 2015-2016 school year, there will be twenty-four pays per contract year. Regular scheduled pays will be on the fifth (5th) and twentieth (20th) of each month. When the regular pay date falls on a Saturday, Sunday or holiday, automatic deposits will occur on the business day immediately preceding the weekend or holiday.

29.06 When an employee does substitute work outside of his/her classification and in his/her assigned building he/she shall be paid his/her regular rate of pay. All other substitute work shall be paid at the substitute rate of pay.

ARTICLE 30
DIRECT DEPOSIT

30.01 Direct automatic payroll deposit will be made available to bargaining unit members. Bargaining unit members may authorize direct deposit to applicable banking institutions. Direct deposit for bargaining unit members shall be made to only one (1) bank and one (1) account. Such authorization shall be effective for the entire year. Request for direct deposit shall be made in writing to the Treasurer no later than June 15, preceding the school year for which direct deposits are to be made. All new bargaining unit members will be required to enroll in direct deposit within thirty (30) days of official Board action to employ. Once authorized, direct deposit shall continue from year to year unless written notice is received by the Treasurer by June 15. Once authorized, direct deposit shall not be revoked or altered during the school year unless there is a change of marital status, relocation, or bank change. To implement a direct deposit change, thirty (30) days advance written notice to the Treasurer shall be required.

ARTICLE 31
WORKER'S COMPENSATION

31.01 All employees covered under this agreement are protected under the Ohio Worker's Compensation Act in cases of injury or death incurred in the course of or arising out of their employment.

31.02 An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application for benefits may be filed with the Bureau of Workers' Compensation. The administration shall assist an employee in filing a Workers' Compensation claim. An injured employee shall have the option of applying for Workers' Compensation or using accrued sick leave.

31.03 An employee who becomes unfit or unable to perform his or her duties in his or her assigned classification due to illness shall be given a fair consideration for reclassification based upon his or her ability to perform, if an opening is available in the classification of his or her capability.

31.04 SALARY CONTINUATION

A. Employees remain whole in regular compensation continuing to accrue sick leave for a period of up to twenty-four (24) weeks for approval/BWC claims that require lost time from the job. During this period, all other BWC regulations and contract language are in place.

31.05 RETURN TO WORK PROGRAM

A. When the employee sustains an injury believed to be work related, he or she will immediately report said injury to his or her immediate supervisor and complete all forms/procedures required by the BWC/MCO (Bureau of Workers' Compensation/Managed Care Organization).

If time off the regular scheduled assignment is necessary due to the allowed condition(s) in his or her claim, as certified by the treating physician, the following will take place to determine whether the employee qualifies for light duty:

1. Before any employee is permitted to perform light duty in any classification, due to industrial injury, the employee will be required to undergo a physical exam by the district's occupational physician. In addition, this occupational physician will evaluate all job descriptions to determine which classification(s) would be appropriate for the injured employee.

2. The employee and management will work collaboratively in this temporary reassignment and in finding a light duty position for which the employee is

otherwise qualified. Before the light duty assignment becomes effective, the superintendent will review the assignment. An employee may move from one temporary reassignment to another temporary reassignment as their medical condition improves, and they are able to perform other duties not previously approved, as certified by the district's occupational physician. This option may give the employee a more progressive avenue for rehabilitation.

3. While the employee is assigned to another classification, the procedures under article 7 will not govern the filling of the employee's regular assignment.

4. The employee, once placed into the light duty job, will be expected to perform the job responsibilities as if it were his or her regular position. If the employee is unsuccessful in performing those responsibilities, the employee and management will continue to collaborate to find an appropriate light duty position for which the employee is qualified.

5. Employees will be paid at their regular wages while in the temporary assignment of another classification.

6. The employee will remain in this position until they are released by an occupational physician or do not meet the responsibilities as stated in "4" of this section.

B. All parties recognize their responsibilities with respect to seniority, and understand that this temporary assignment to another classification does not constitute a vacancy or regular position and does not give the employee seniority in that classification. However, system seniority and seniority in the employee's regular department/classification will continue to accrue.

C. Seeing that this "return to work" program is related directly to BWC claims, all regulations/policies and procedures of the BWC will be followed. Neither the Board nor the employee waives any rights or obligation under The Workers' Compensation statutes or rules and regulations.

D. At no time will the district place an employee who has received medical treatment on a task which has not been pre-approved by the occupational physician. A physician-approved job description is a "work prescription" to aid the employee to full recovery.

E. Any employee who declines light duty will not be disciplined. However, the Board reserves the right to challenge the employee's rejection of light duty in accordance with the Workers' Compensation statutes, rules and regulations. Likewise, the employee reserves the right to defend his or her refusal of light duty.

F. Nothing in this section is grievable under article 6. Any disputes will be resolved through the statutory procedures under ORC chapters 4121 and 4123 and the applicable rules and regulations.

ARTICLE 32
DISCRIMINATION AND COERCION

32.01 There will be no discrimination or intimidation by the Board or the Union against any Employee as a result of, or because of, such Employee's race, color, creed, sex, age, national origin, or membership or non-membership in the Union.

32.02 All use of terms "he," "his," or "him" in this Agreement will be interpreted as referring to both female and male Employees.

ARTICLE 33
LABOR MANAGEMENT COMMITTEE

33.01 The Board or its designated representative(s) and the Union or its representative(s) agree to meet every other month, if necessary, to discuss the mutual concerns of the parties.

33.02 Such meetings 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 a request to meet. Meetings shall not exceed one and one-half (1-1/2) hours unless both parties agree to extend the meeting.

33.03 No more than five (5) representatives may be present from each side at each meeting, including the Union president immediate past president and up to three (3) additional members.

33.04 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 34
COMPLETE AGREEMENT

34.01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity set forth herein, and the parties agree that this Agreement constitutes the entire Contract between them and settles all demands and issues on all matter within the scope of bargaining.

34.02 Except as otherwise specifically provided in the written provisions of this Agreement, the Board has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law. All prior negotiated Agreements not contained herein, and all prior practices, rules, or regulations not contained herein, will not be binding upon the parties to this Agreement.

ARTICLE 35
DURATION

35.01 This Agreement will be in effect from July 1, ~~2008~~ **2014** through June 30, ~~2011~~ **2016**.

OAPSE Local #513 and
OAPSE/AFSCME Local 4/AFL-CIO

OAPSE State Representative

Local President

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Urbana City School District
Board of Education

Board President

Superintendent

Treasurer

Date

APPENDIX

2014-2015 CLASSIFIED SALARY SCHEDULE

BASE									
$11.59			ASSOCIATES			CUSTODIAL 1 Hired prior to June 30, 2014			CUSTODIAL 1 Hired after July 1, 2014
STEP			HOURLY RATE			HOURLY RATE			HOURLY RATE
0		1.0000	$11.59		1.1969	$13.87		1.0568	$12.25
1		1.0631	$12.32		1.2474	$14.46		1.0871	$12.60
2		1.1540	$13.37		1.2967	$15.03		1.1401	$13.21
3		1.1729	$13.59		1.3484	$15.63		1.1780	$13.65
4		1.1919	$13.81		1.3989	$16.21		1.2032	$13.95
5		1.2108	$14.03		1.4482	$16.78		1.2285	$14.24
6		1.2297	$14.25		1.5000	$17.39		1.2537	$14.53
7		1.2487	$14.47		1.5075	$17.47		1.2790	$14.82
8		1.2676	$14.69		1.5151	$17.56		1.3042	$15.12
9		1.2866	$14.91		1.5189	$17.60		1.3308	$15.42
10		1.3383	$15.51		1.5222	$17.64		1.3623	$15.79
11									
12									
13									
14									
15		1.3623	$15.79		1.5454	$17.91		1.3863	$16.07
20		1.3813	$16.01		1.5921	$18.45		1.4356	$16.64

BASE												
$11.59			CUSTODIAL II Hired prior to June 30, 2014			CUSTODIAL II Hired after July 1, 2014			SECRETARY			BUS DRIVER
STEP			HOURLY RATE			HOURLY RATE			HOURLY RATE			HOURLY RATE
0		1.0568	$12.25		1.0000	$11.59		1.1540	$13.37		1.2941	$15.00
1		1.0871	$12.60		1.0631	$12.32		1.2045	$13.96		1.3472	$15.61
2		1.1401	$13.21		1.1540	$13.37		1.2550	$14.55		1.3964	$16.18
3		1.1780	$13.65		1.1729	$13.59		1.3080	$15.16		1.4469	$16.77
4		1.2032	$13.95		1.1919	$13.81		1.3560	$15.72		1.4987	$17.37
5		1.2285	$14.24		1.2108	$14.03		1.4078	$16.32		1.5479	$17.94
6		1.2537	$14.53		1.2297	$14.25		1.4393	$16.68		1.5997	$18.54
7		1.2790	$14.82		1.2487	$14.47		1.4570	$16.89		1.6060	$18.61
8		1.3042	$15.12		1.2676	$14.69		1.4646	$16.97		1.6123	$18.69
9		1.3308	$15.42		1.2866	$14.91		1.4722	$17.06		1.6186	$18.76
10		1.3623	$15.79		1.3383	$15.51		1.4797	$17.15		1.6212	$18.79
11												
12												
13												
14												
15		1.3863	$16.07		1.3623	$15.79		1.5088	$17.49		1.6452	$19.07
20		1.4356	$16.64		1.3813	$16.01		1.5492	$17.96		1.6982	$19.68

APPENDIX

2015-2016 CLASSIFIED SALARY SCHEDULE

BASE									
$11.71			ASSOCIATES			CUSTODIAL 1 Hired prior to June 30, 2014			CUSTODIAL 1 Hired after July 1, 2014
STEP			HOURLY RATE			HOURLY RATE			HOURLY RATE
0		1.0000	$11.71		1.1969	$14.02		1.0568	$12.38
1		1.0631	$12.45		1.2474	$14.61		1.0871	$12.73
2		1.1540	$13.51		1.2967	$15.18		1.1401	$13.35
3		1.1729	$13.73		1.3484	$15.79		1.1780	$13.79
4		1.1919	$13.96		1.3989	$16.38		1.2032	$14.09
5		1.2108	$14.18		1.4482	$16.96		1.2285	$14.39
6		1.2297	$14.40		1.5000	$17.57		1.2537	$14.68
7		1.2487	$14.62		1.5075	$17.65		1.2790	$14.98
8		1.2676	$14.84		1.5151	$17.74		1.3042	$15.27
9		1.2866	$15.07		1.5189	$17.79		1.3308	$15.58
10		1.3383	$15.67		1.5222	$17.82		1.3623	$15.95
11									
12									
13									
14									
15		1.3623	$15.95		1.5454	$18.10		1.3863	$16.23
20		1.3813	$16.18		1.5921	$18.64		1.4356	$16.81

BASE												
$11.71			CUSTODIAL II Hired prior to June 30, 2014			CUSTODIAL II Hired after July 1, 2014			SECRETARY			BUS DRIVER
STEP			HOURLY RATE			HOURLY RATE			HOURLY RATE			HOURLY RATE
0		1.0568	$12.38		1.0000	$11.71		1.1540	$13.51		1.2941	$15.15
1		1.0871	$12.73		1.0631	$12.45		1.2045	$14.10		1.3472	$15.78
2		1.1401	$13.35		1.1540	$13.51		1.2550	$14.70		1.3964	$16.35
3		1.1780	$13.79		1.1729	$13.73		1.3080	$15.32		1.4469	$16.94
4		1.2032	$14.09		1.1919	$13.96		1.3560	$15.88		1.4987	$17.55
5		1.2285	$14.39		1.2108	$14.18		1.4078	$16.49		1.5479	$18.13
6		1.2537	$14.68		1.2297	$14.40		1.4393	$16.85		1.5997	$18.73
7		1.2790	$14.98		1.2487	$14.62		1.4570	$17.06		1.6060	$18.81
8		1.3042	$15.27		1.2676	$14.84		1.4646	$17.15		1.6123	$18.88
9		1.3308	$15.58		1.2866	$15.07		1.4722	$17.24		1.6186	$18.95
10		1.3623	$15.95		1.3383	$15.67		1.4797	$17.33		1.6212	$18.98
11												
12												
13												
14												
15		1.3863	$16.23		1.3623	$15.95		1.5088	$17.67		1.6452	$19.27
20		1.4356	$16.81		1.3813	$16.18		1.5492	$18.14		1.6982	$19.89