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COLLECTIVE BARGAINING AGREEMENT

OBERLIN CITY SCHOOLS BOARD OF EDUCATION

AND

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES – LOCAL 214

**EFFECTIVE JULY 1, 2014
Through
JUNE 30, 2017**

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ARTICLE 1 – RECOGNITION OF UNION

The OCSD Board of Education, herein after referred to as the OCSD, recognizes the Ohio Union of Public School Employees on behalf of its Local Chapter 214, herein after referred to as the Union, as the sole and exclusive representative for all classified employees, now employed or to be employed, by the Board for the purpose of negotiations on matters of wages, fringes, and condition of employment.

The bargaining unit shall consist of all full-time and regular part-time classified employees. Administrators, supervisors, central office clerical staff responsible directly to the Superintendent and Treasurer shall be excluded from the bargaining unit.

Recognition of the Union shall remain in effect for the duration of this agreement.

Any election to determine a bargaining representative shall be administered by the State Employment Relations Board (SERB) as per the provisions of the Ohio Revised Code 4117.07(A) and (B). The cost of such competitive election shall be borne entirely by the challenger.

1.01 FAIR SHARE FEE

The OCSD shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Union, a fair share fee for the Union's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Union shall be transmitted by the Union to the Treasurer on or about September 15th of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the OCSD agrees to transmit all amounts deducted to the Union.

Fair share fee shall be deducted through the payroll in the same manner as dues deduction and forwarded to the Union with notices of names and amounts as provided in Article 11.4 of the agreement.

The Treasurer shall, upon notification from the Union that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

The Union represents to the OCSD Board of Education that an internal rebate procedure has been established in accordance with section 4117.09(c) of the revised code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

The Union agrees to hold the OCSD Board, including its officers, members, and agents and specifically including the superintendent, treasurer, and other members of the administration, harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of fair share fees or dues, to indemnify the OCSD Board of Education, as defined above, for any liability imposed on it as a result of any such suit, claim, or administrative proceeding, to provide legal defense for the OCSD Board of Education in any said suit, claim or administrative proceeding, and to reimburse the OCSD Board of Education for any and all expenses incurred by the OCSD Board of Education in any such suit, claim, or administrative proceeding, including court cost. The Union shall reserve the right to designate counsel to represent and defend the OCSD Board. The OCSD Board of Education shall give a written notice to the President of the Union within twenty working days of receipt by the OCSD Board of Education of any written claim made or action filed against the OCSD Board of Education by a non-member for which, indemnification may be claimed by the OCSD Board of Education. The OCSD Board of Education agrees to give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, to permit the Union or its affiliates to intervene as a party in the action if the Union so desires, and/or, to not oppose the Union or its affiliates application to file briefs amicus curiae in the action.

ARTICLE 2 – NEGOTIATION PROCEDURES

- 2.01 Notices to negotiate shall be made to the other party in the month of February of the year of expiration of the contract. A mutually accepted meeting date shall be set not more than fifteen (15) workdays following receipt of such request.
- 2.02 All meetings shall be mutually scheduled. Each team is responsible for its minutes or notes.
- 2.03 The negotiation teams shall be composed of five (5) team members each plus one OAPSE representative and one Board representative. Consultants shall be allowed on a case by case basis and only by mutual agreement.
- 2.04 The procedure for the exchange of proposals will be mutually agreed upon by the OCSD Board of Education and the Union.
- 2.05 Either team may recess for caucuses, not to exceed thirty (30) minutes, at any time.
- 2.06 During the course of negotiations, items agreed to shall be reduced to writing and initialed by a representative of each team. Such initialing shall be tentative only.
- 2.07 When a deadlock is reached, after both parties have negotiated a matter for a reasonable period of time, in good faith, either party may declare an impasse.
- 2.08 If in the event either or both parties declare impasse, both parties agree to mutually request assistance from the office of Federal Mediation and Conciliation

Services. Once having been assigned a mediator, negotiations shall continue under the direction of such mediator until such time as tentative agreement is reached or until the mediator is excused by mutual agreement of both parties.

The mediator shall have no power to force agreement, modify proposals or otherwise alter the normal bargaining relationship between the parties.

It is agreed that the procedures set forth in this Section constitute a mutually agreed Dispute Settlement Procedure, which supersedes the procedures contained in ORC Section 4117.14.

- 2.09 Periodic progress reports may be presented to the membership of the Union and OCSD Board of Education by their respective teams. No news release or public information shall be made except by mutual agreement of both parties.
- 2.10 Any changes in this negotiation agreement shall be considered through the established negotiation procedures set forth in this instrument.
- 2.11 All negotiations shall be conducted in good faith by the OCSD Board of Education and the Union.
- 2.12 When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the Agreement is then in proper form it shall be submitted to the Union and the OCSD Board of Education for ratification and adoption. When adopted by the OCSD Board of Education and Union, the Agreement shall become part of the official OCSD Board of Education minutes and binding on both parties. Said agreement shall be signed by the OCSD Board's representative and by the Union's President. Please see item 3.06 for contract distribution provisions.
- 2.13 Negotiations shall take place during normal business hours, with substitutes filling in for the negotiating team members for the first three (3) eight-hour days/periods of negotiations. Dates for negotiations after this time period will be mutually agreed upon by both the OCSD Board of Education team and the Union team.

ARTICLE 3 - EMPLOYEE RIGHTS

3.01 MASTER FILE

- (a) Personnel files of classified personnel shall be maintained in accordance with Ohio Revised Code Chapter 1347.
- (b) The OCSD Board of Education shall maintain a master file, which shall be the only official file on all classified personnel. Any employment items that are not subject to the public records law shall be maintained in a separate file. These files shall be maintained by the Superintendent's Office.
- (c) Any items placed in the master file, except those of a confidential nature as listed above, shall be shown to the employee prior to their filing. The employee will have the opportunity to sign the item to be placed in the file to indicate that he/she has seen the document. However, such signing

does not indicate the employee's concurrence with the contents of the document, nor shall the employee's refusal to sign the document prevent its placement in the master file. If the employee refuses to sign documents that are going to be placed in his/her file, it shall be noted on the document, along with the date the item was placed in the file. A copy will be given to the employee at the time of the refusal.

- (d) At any time, any employee may request a review of his/her master file. The review shall occur within a reasonable length of time, not to exceed two (2) work days. The employee shall be supplied, at the OCSD Board of Education cost, first copies of any information in such file, which he/she may request; second copies of the same information will be paid for by the employee making the request.
- (e) Any employee shall have the right to place a written rebuttal to any item or items in his/her master file; such rebuttal shall be appended to the disputed information.
- (f) As allowed by law, a member's personnel file may be accessed. The member shall be advised as soon as is reasonably practicable.
- (g) If any employee disputes the accuracy, relevance, timeliness or completeness of information contained in his/her file, he/she may request the Superintendent to investigate the current status of the information once in any calendar year. Within a reasonable time, the Superintendent shall undertake such investigation and shall notify the employee of the results of the investigation and the action, if any, the District plans to take with respect to the disputed information. The Superintendent shall delete any information that he/she finds to be inaccurate.
- (h) The OCSD Board of Education shall include any rebuttal included in the file by an employee in any subsequent transfer, report, or dissemination of the disputed information.
- (i) Disciplinary records may be expunged from the Master File after two (2) years upon written request to the Superintendent. The requested material may be expunged upon agreement between the Superintendent and a Union designee.
- (j) **Complaints Against Members of the Bargaining Unit**

If a parent or other member of the community makes an oral or written complaint about a classified employee, no record of such complaint may be placed in the employee's file unless the Superintendent or building principal has first notified the employee of the complaint. The employee may request a meeting with the Superintendent or Principal to discuss the complaint. The employee may place a written response in his/her file if any community member's complaint is recorded in his/her file. Anonymous complaints will be disregarded.

3.02 EVALUATION

Each employee shall be evaluated annually and given a signed and dated copy of the evaluation. No evaluation of any employee shall be placed in any personnel

file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements, but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with procedures pertaining to Master File.

3.03 STAFF MEETINGS

Classified employees are encouraged to attend up to four(4) in-service or orientation meetings annually on a voluntary basis - each meeting not to exceed ninety (90) minutes which may be scheduled outside normal working hours. Classified employees required to attend any additional meetings outside normal working hours shall be compensated for the required time at the employee's regular rate of pay, or be given compensatory time off.

3.04 POLITICAL RIGHTS

- (a) No rule or decision shall be made interfering with the free exercise of political rights of classified employees.
- (b) A classified employee may seek or become involved in legal political activities providing such activity does not disrupt the educational process or interfere with job responsibilities.
- (c) Upon election or appointment to public office of federal, state, county, or local level, the OCSD Board of Education shall grant a leave of absence upon written request of the employee. Such leave shall be granted within thirty (30) days from the date of the request and shall be for the balance of the school year in which the request is submitted.
- (d) No restrictions may be imposed on the right to declare personal beliefs, opinions or attitudes publicly, provided such declarations do not interfere with the educational process or job responsibilities.

3.05 UNION RIGHTS

- (a) The Union shall have the right to use institutional equipment and facilities and buildings at reasonable times and at reasonable costs, through regular district procedures. The OCSD Board of Education offices, other administrative offices, and equipment, which may contain confidential information, are excluded from this article.
- (b) The Union President shall upon request be provided copies of any budget, publicly disclosed materials, and Board meeting agendas. The Union President shall be notified in advance of all OCSD Board of Education meetings.
- (c) The Union shall be given use of mailboxes and the school mail system for transmission of official Union matters, and a bulletin board in each building for the posting of Union information.

- (d) The local Union president, or his/her designee, and one other Union member chosen as a delegate shall be granted up to three (3) workdays of professional leave to attend OAPSE's annual conference. This leave shall be at no expense to the OCSD Board of Education or designee except that the employee shall receive no loss of pay and the OCSD Board of Education will provide the substitute should the OCSD Board of Education deem a substitute necessary. Persons selected to attend the annual conference shall apply for professional leave using the district's professional leave procedures.
- (e) All employees shall be able to attend evening union meetings. Evening employees will be allowed to make up missed work time by extending their work time during the week of the meeting, and in consultation with the head custodian and principal.
- (f) A list of names, addresses, and phone numbers of newly hired classified staff shall be provided to the OAPSE president upon request.
- (g) Up to two representatives of the Board and up to two representatives of the union shall meet as needed for a labor-management meeting during normal working hours. The meeting may be waived by mutual agreement. The Board and the Union agree to have formal labor management training provided by FMCS.

3.06 DISTRIBUTION OF CONTRACT

Within thirty (30) days after the execution of this contract, the OCSD Board of Education and the Union shall print or duplicate twenty (20) copies of this contract for the bargaining unit. The OCSD Board of Education and the Union shall share equally such printing or duplication costs. The cost for all further copies of this collective bargaining agreement will be borne by the side requesting the copies. The OCSD BOE will also post this agreement and any subsequent changes during the life of this contract to the OCSD web site for all employees to access.

3.07 NO DISCRIMINATION

The OCSD Board of Education and the Union shall not interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to engage or not engage in Union activity.

3.08 RELEASE TIME FOR PRESIDENT

The President of the Union (or, if release time for the president will interfere with operation of the school, the president's designee), will be granted release time without loss of pay for grievance hearings and meetings between supervisors or administrators and bargaining unit members that occur during the president's work day, where formal disciplinary action is contemplated by the supervisor or administrator.

3.09 JOB DESCRIPTIONS

The assigned duties of bargaining unit members shall be limited to the duties clearly defined and described within their job description. The Union and

Superintendent or designee shall agree upon any job descriptions or changes to job descriptions before they go into effect. On an as needed basis, the Superintendent or Designee along with the OAPSE president and a representative from the classification for which the job description requires amended, will work together to modify, correct or create job descriptions. Such time shall be paid at each of the employees' current rate of pay.

3.10 SAFETY AND SECURITY

OAPSE Chapter #214 recognizes the responsibility of each member to participate in the evacuation of and assistance to citizens of the School District in the event of natural disaster or a safety related event. Employees will carry out their responsibilities as determined by their school/building safety plans. Employees will enter an area known to pose a chemical, nuclear or bio-hazardous threat on a voluntary basis.

3.11 FAIR DISCIPLINE

(a) Fair Discipline Definition

Discipline shall only be imposed for just cause. Discipline is defined as a verbal or written warning and suspension and/or termination of paid employment. All protection afforded by law and the term of this agreement shall be afforded the employee in the administration of discipline. The employee may request that a Union representative be present at each level of the disciplinary process.

(b) Fair Discipline Procedure

Discipline shall be administered in a progressive manner. The member may be verbally warned on the first occurrence. The member may be provided a written warning in the second and all subsequent occurrences. The member may be suspended up to 1 day on the third occurrence. The member may be suspended up to 3 days on the fourth occurrence. The member may be suspended or terminated following a fifth occurrence. The fifth occurrence could result in termination. Nothing in this language prohibits the OCSD Board of Education from determining that a more serious consequence is needed at any level if the action of the employee warrants such.

3.12 SAFE AND HEALTHY SCHOOLS

Every building and all school grounds in the District and every event held in any building in the District will be smoke/tobacco free at all times, regardless of whether or not school is in session or students are in attendance. The OCSD Board of Education will contribute 50% of the cost, up to a maximum of \$200 for member attendance at smoking cessation programs. The OCSD Board of Education and Association will cooperate in attempting to arrange for provision of such programs within the District. Enforcement will be nondiscriminatory as to all groups in the school community.

3.13 DISTRICT SITE MEMBERSHIP

Union Leadership will determine DSC membership (two members) and inform Superintendent by August 15 of each year.

ARTICLE 4 - SALARY SCHEDULE AND LONGEVITY

4.00 SALARY SCHEDULE

The salary schedule for 2014-2015 and 2015-2016 is attached as Appendix 1 and Appendix 2. Bargaining unit members will be moved one step on the salary schedule grid for 2014-2015 and one step for 2015-2016.

(a) Longevity Pay

1. Employees shall receive a lump sum payment according to the following schedule:

11 to 15 years	\$300
16 to 20 years	\$450
21 to 25 years	\$600
26+ years	\$800

2. In addition to the lump-sum longevity payment in Section 4.00(a)(1), during the 2014-2015 school year, bargaining unit members who do not receive an increased pay rate due to a step shall receive a non-indexed longevity payment that is the equivalent of two and one-tenth percent (2.1%) of the member's 2014-2015 indexed salary, paid out in 24 pays.
3. In addition to the lump-sum longevity payment in Section 4.00(a)(1), during the 2015-2016 school year, bargaining unit members who do not receive an increased pay rate for 2015-2016 due to a step shall receive a non-indexed longevity payment that is the equivalent of one and six-tenths percent (1.6%) of the member's 2015-2016 indexed salary, paid out in 24 pays.

(b) AFSCME People

The OCSD Board of Education agrees to deduct from the wages of any employee who is a member of OAPSE, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Local OAPSE Treasurer. The employer agrees to remit any deductions made pursuant to this provision promptly to the OAPSE State Office in Columbus. (Attention: PEOPLE Department) together with a list of said deductions. The check shall be made payable to AFSCME PEOPLE. The union agrees to indemnify the employer for claims, demands, suits and any other form of liability incurred as a result of the implementation and enforcement of this provision.

ARTICLE 5 - HOURS AND OVERTIME

5.1 HOURS

The work week shall be Sunday through Saturday. The length of the work week not to exceed five consecutive days shall be designated by the OCSD Board of Education for each classified assignment. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable number of hours. An employee's daily hourly rate of pay and assigned hours shall be stipulated with the annual notification of salary.

5.02 INCREASE IN HOURS

When additional time of more than 30 minutes is assigned to any position the assignment shall be offered to the employee in the appropriate class with the greatest seniority, under bid procedure. When special qualifications are required for the additional hours, those qualifications will be mutually agreed upon between Superintendent and the OAPSE president. Such qualifications will be supersede seniority, which will then be the next consideration. Where it is economically feasible and mutually agreed upon by the most senior employee and the superintendent (or designee), the OCSD Board of Education may offer training for the most senior employee to achieve the necessary qualifications. If the senior employee declines the assignment, it shall be offered to the remaining employees in the classification in descending order of seniority.

5.03 LUNCH PERIODS

All employees working more than 4-1/2 hours shall be entitled to an unpaid thirty minute lunch period except in an emergency situation. An employee having to work the lunch period will receive compensatory time off.

5.04 BREAKS

All employees shall be granted a fifteen minute rest period for each four hours worked without loss of pay. Employees with multiple positions totaling four or more hours and with less than a 30 minute gap between positions will be entitled to a fifteen minute break without loss of pay.

5.05 OVERTIME RATE

Except as otherwise provided herein, overtime hours as defined in this section shall be at the rate of pay equal to time and one-half the regular rate of pay of the employee. Overtime is defined as any hours in excess of 40 hours per work week.

5.06 COMPENSATORY TIME OFF

If extra hours or overtime hours are required on a compensatory time off basis, the employee and supervisor shall mutually determine when such time is to be taken prior to the assignment. Compensatory time off shall be at the same rate defined in Item 5 above. Required compensatory time

off should not happen on a regular basis unless mutually agreed to by an employee and supervisor.

5.07 OVERTIME & EXTRA TIME DISTRIBUTION

- (a) **Overtime Distribution Defined**
Overtime and extra time shall be distributed to employees within each classification and building or work area by order of rotation. If the employee elects to pass the assignment, such assignment shall be offered to employees in descending order of rotation until the assignment is made.
- (b) **Overtime and extra time Rotation Procedure**
Overtime shall be distributed to employees, by seniority, within each classification according to the following:
 - 1. classification within the building
 - 2. classification within the district
 - 3. according to the discretion of the administrator
- (c) For substitution requests made 10 or more days in advance, an effort will be made to fill spot substitution needs with existing bldg employees within the same classification, then from outside classification. Should the request be made less than 10 days in advance, spot substitution will be made at the discretion of the board's designee.
- (d) An employee filling the role of substitute will be paid their regular rate of pay, or the rate of pay for a substitute in that position, whichever is higher.

5.08 MINIMUM CALL-IN-TIME

An employee called in to work extra hours or overtime hours except as an extension of the regular work schedule, shall receive a minimum of two (2) hours pay or compensatory time as defined in Items 5 and 6 above. However, an employee with remote access to district controls, and is requested to access this system outside the normal work day will be compensated a minimum of 15 minutes.

5.09 RIGHT OF REFUSAL

When an employee is requested to work extra hours, overtime, call back, on call, or call-in time is not available, the supervisor shall pass the assignment to another employee in the same classification, building or work area in descending order of rotation. The last employee on rotation must accept the assignment unless they have a valid reason to pass. The administration may use other measures to fill the assignment when the rotation has been exhausted.

ARTICLE 6 - EMPLOYEE EXPENSES AND MATERIALS

6.01 UNIFORMS/TOOLS/EQUIPMENT

The OCSD Board of Education is responsible for providing tools, equipment, and supplies that it requires on any job. The use of personal employee-owned tools, equipment and supplies is not authorized. OCSD Board of Education owned tools, equipment or supplies assigned to and held by the employee are subject to return to the OCSD Board of Education on demand. The failure to return said items will result in payroll deduction for the depreciated, actual cash value of each item.

6.02 TRAVEL ALLOWANCE

Any employee required to travel from one building to another during the business day, or use his own vehicle to serve the district shall be reimbursed at the then current rate authorized by the Internal Revenue Service for the most direct route of such travel. The OCSD Board of Education agrees to provide primary personal injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicles for official OCSD district business.

6.03 PHYSICAL EXAMINATIONS

(a) The OCSD Board of Education agrees to provide the full cost of medical examinations required as a condition of continued employment.

6.04 EMPLOYEE'S PERSONAL PROPERTY

Supervisors shall assist employees with location of a safe place for employee's personal effects upon employee's request.

6.05 EMPLOYEE LICENSES

The Board shall pay, through a reimbursement check, for the renewal of paraprofessional licenses, Commercial Driver's Licenses, maintenance and monitor license fees. Initial fees shall not be covered.

ARTICLE 7 - BENEFITS

7.01 HOLIDAYS

(a) The OCSD Board of Education agrees to provide all employees in the bargaining unit with the following paid holidays:

New Year's Day
President's Day
Independence Day
Thanksgiving Day
Christmas Day

Martin Luther King Day
Memorial Day
Labor Day
Day after Thanksgiving
Day before Christmas

(b) Additional Holidays

Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving or holiday, or any day declared a holiday by state legislation under ORC shall be a paid holiday for all employees in the bargaining unit.

- (c) **Holiday on Saturday or Sunday**
When a holiday falls on a Saturday, the preceding work day that is not a holiday shall be deemed to be that holiday. Except as provided in Section 2, below, when a holiday falls on a Sunday, the following work day that is not a holiday shall be deemed to be that holiday.

When December 25 falls on Sunday, the holiday shall be moved back to the preceding Thursday. When January 1 falls on a Sunday, the holiday shall be moved to the preceding Friday.

The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

- (d) **Holiday Eligibility**
Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

7.02 VACATION PLAN

- (a) **Vacation Eligibility**
Regularly scheduled 11 and 12 month employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis, on employee's anniversary of hire date.

- (b) **Earned Vacation**
- | | |
|-----------------|--|
| 1 to 5 years = | 10 days |
| 6 to 10 years = | 15 days |
| 11 plus years= | 15 days + one day for every year of service after 10 years, up to 20 years |

- (c) **Vacation Pay**

1. Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
2. All employees requesting vacation and granted such may receive accrued vacation payment for his/her entitled days prior to taking the vacation days upon ten (10) days advance request.
3. Any employee hired after January 1, 2000, at the time of their retirement or resignation, they will not be compensated for more than 30 unused vacation days.
4. Employees may not conclude a contract year (June 30) with more than two years' accrued vacation. For OAPSE

members with more than two years' accrued vacation as of June 30, 2007, those employees' vacation total shall be capped at the number of vacation days accrued as of June 30, 2007, and must not exceed that number as of June 30 in any subsequent year. Employees who are projected to exceed their capped number of vacation days on any June 30 will be required to either take the required days off or have the days purchased by the OCSD Board, as determined in consultation with and ultimately by the Superintendent.

(d) **Vacation Pay Upon Termination**

When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

(e) **Vacation Postponement**

1. If a bargaining unit employee's vacation comes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the Superintendent shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year, or he/she may elect to receive compensation for all vacation earned and accumulated during the fiscal year.
2. If for any reason a bargaining unit employee is not permitted to take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year or be paid for in cash.

(f) **Holidays During Vacation Period**

When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day of vacation and pay for each holiday falling within that period.

(g) **Vacation Scheduling**

All employees will request summer vacation scheduling by May 30 of each year. The following times are excluded from vacation consideration: one week after the close of classes in June, the two week period prior to opening of school in fall (Aug/Sept), and parent conference days.

Employees requesting vacation time during the school year must give 3 work days notice of that vacation time.

(h) **Interruption Of Vacation**

An employee in the bargaining unit upon Superintendent approval shall be permitted to interrupt or terminate vacation leave in order

to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

7.03 LEAVES

(a) **Jury Duty**

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employee shall give the district any compensation received for serving on jury duty. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular assigned shift commences at 3:00 p.m. or after, and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

(b) **Military Leave**

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

(c) **Personal Business Leave**

Three days personal business leave per year will be available to each employee each year. Personal business leave must be requested on the appropriate form or web portal, three (3) days in advance of the date of the leave. In emergency cases, the immediate supervisor or the Superintendent shall be notified of the need for personal business leave.

Personal business leave days are non-cumulative. Personal business leave may be granted to permit the employee to conduct personal business affairs or other emergency matters that cannot be scheduled and/or resolved outside regular school hours. Personal business leave days may not be taken for any purpose covered by any other form of leave available from the OCSD, including sick leave. Such leave should not be taken to extend vacations or holiday periods included in the school calendar. The Superintendent or designee may authorize personal business leave before or after a holiday or vacation day upon written application by a member of the bargaining unit. The applications must state a reason for the leave.

Additional personal business leave days, paid or unpaid, may be granted at the discretion of the Superintendent.

At the close of the school year, any employee who has taken less than three (3) days of personal business leave during that year will have the remaining days added to her/his sick leave accumulation total.

(d) **Assault Leave**

Any bargaining unit employee who is absent due to physical disability resulting from an assault which occurs in the course of OCSD employment or while in attendance at a school-sponsored or related activity is eligible for assault leave. Up to ten (10) days of such leave will be provided to the employee upon written request to the Treasurer. The employee must also fill out an accident report form on line as soon as possible after the assault and turn in a copy of the accident report form to the Treasurer. A certificate from a licensed physician must be supplied before assault leave may be approved for payment.

An additional leave will be granted when the attending physician certified that the physical disability resulting from the assault will endure beyond ten (10) days.

Falsification of either a signed statement or a physician's statement is grounds for suspension or termination of employment.

(e) Leave Of Absence

1. Upon a written request the OCSD Board of Education shall grant a leave of absence for a period of not more than two (2) years in one semester increments or balance of current year for education, professional, maternity, paternity, or other purposes, and shall grant such leaves where illness or other disability is the reason for the leave.
2. If after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the OCSD as a regular employee within a year after his/her employment as a substitute, he/she shall receive credit for his/her length of service with the OCSD during such replacement period.

(f) Sick Leave

1. Accumulation Of Credit
Regular employees shall be granted accumulative sick leave at the rate of one and one-quarter (1-1/4) days for each completed month of service, which shall mean fifteen (15) days per school year (July 1 through June 30). The maximum sick leave accumulated shall be unlimited.
2. Transfer Of Credit
Any employee who transfers from any other Ohio public service shall be credited with a balance of accumulated sick leave, maximum allowance in F.(1) above, upon presentation by the employee of certification of such accumulated days from the previous employer.
3. Advanced Credit
Five (5) days of sick leave credit shall be advanced to each employee at the time of employment, to be charged against subsequently earned sick leave.

4. **Notification**
Employees are required to notify the Superintendent, prior to any absence, in accordance with the prescribed procedure for reporting absences.

5. **Illness/Death**
Employees may be absent from regular duty because of personal illness, or injury. Illness or death of a parent, step-parents, spouse, child (includes step-children and foster children), brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, uncle, aunt, and grandchild, or another person in the household from whom the employee is a primary caregiver shall be a valid reason for use of sick leave. An employee who has exhausted all leave balances (personal, sick, vacation) shall not take additional leave of any kind. If additional days away from work are required, the employee shall be deemed to have applied for a leave of absence. This does not supersede the rights of each employee under the Family Medical Leave Act.

Verification by physician is required for all sick leaves of five (5) days or more.

(g) **Worker's Compensation Leave**

In accordance with Ohio Revised Code, injured workers will be subject to drug/alcohol screenings required by Worker's Compensation Bureau if injured on the job. Refusal to participate in the screening can be grounds for denial of Workers Compensation benefits.

1. All employees covered under this Agreement are protected under the State Worker Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.

2. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative. The employee must complete the online accident reporting form as soon as possible. The employee may file an injury claim with the Bureau of Worker Compensation.

3. The Worker's Compensation leave is to be used in lieu of normal sick leave benefits. When entitlement to Worker's Compensation leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used.

Bargaining unit employees who are injured while in the course and scope of their duties to the OCSD shall not be required to exhaust or use their accumulated sick leave

before applying and receiving Worker Compensation benefits.

4. Any time an employee on Worker's Compensation leave is able to return to work, according to the State Bureau of Worker's Compensation, he/she shall be reinstated in his /her position without loss of pay or benefits.

(h) Professional Leaves

Attending and participating in instructional workshops for the purpose of upgrading an employee's job skills shall be encouraged by the Board. A workshop shall consist of a learning experience of less than five (5) days with no college credit intended.

The payment of an employee's salary and expenses incurred by attendance and the salary of substitute shall be carried by the OCSD. Request for approval shall be submitted on a Professional Leave form. The Supervisor in charge will post all information related to work related courses/workshops.

The Board will provide transportation, if transportation is available, to these workshops and assume all necessary costs that may be incurred. For workshops of five (5) days or less the OCSD will also reimburse actual receipted travel expenses.

(i) Reimbursement Plan

With prior approval from the employee's principal/supervisor, she/he may be reimbursed up to 50% per credit hour for accredited college courses and professional development courses (i.e. Microsoft Office classes, HVAC Training, etc.) as approved by the Superintendent or designee that relate to further employment in the school district. Course work may not interfere with assigned working hours unless prior approval by the superintendent or designee. Proof of expenses and passing credit shall be presented to the OCSD Treasurer prior to reimbursement.

No employee may be reimbursed more than one thousand dollars (\$1,000.00) per fiscal year (July-June). The total OCSD cost for all reimbursements in Section 7.03(h) and 7.03(i) shall not exceed seven thousand dollars (\$7,000) annually.

The employee must complete the school year following the taking of the course for which reimbursement is sought as an employee with the Oberlin City Schools unless the employee leaves by Board-initiated action or by resignation after threatened board-initiated action. Failure to complete the school year following the taking of the course(s) will result in the amount of tuition reimbursement paid being deducted from the employee's final pay.

(j) Resumption Of Service

Upon return from approved leave of absence the employee shall be entitled to reinstatement to the same salary and classification, which he/she held prior to the leave.

7.04 CALAMITY DAY PROCEDURES

When schools are closed by order of the Superintendent, all personnel will be released in accordance with a schedule prescribed by the OCSD. The release of personnel will consider (a) the safety and welfare of the students, (b) the safety and welfare of all staff and, (c) variations in job responsibilities and building dismissal times.

Employee's normal weekly pay shall not be reduced by the occurrence of a calamity. Head custodians will be responsible to check their respective building on calamity days. If a Head Custodian is requested by an administrator or supervisor to extend beyond the two (2) hour minimum, she/he will be paid at their regular rate for work performed during the authorized extension, in addition to the calamity pay. Other employees required to work on a calamity day shall be paid at their regular rate for the actual hours worked, in addition to the calamity pay. Any less-than-12-month employee who is required to make up calamity days or calamity hours will be paid their regular rate for those make-up days or hours if the teaching staff does not also have to make up those calamity days or calamity hours. Make-up calamity days or calamity hours that are also made up by the teaching staff are considered pre-paid by the calamity day pay.

7.05 HEALTH AND LIFE INSURANCE

- (a) Health insurance shall include hospitalization, surgical, prescription, dental, major medical, and vision coverage. The OCSD Board of Education shall assume the following percentages of the premium for full-time employees.

The employee shall pay 12.5% of the health care premium for full-time employees during the 2014-2015 school year and the Board shall pay the remainder. The employee shall pay 13% of the health care premium for full-time employees during the 2015-2016 school year and the Board shall pay the remainder.

The remainder will be paid by payroll deduction by each participating member. Part-time employees working 20 or more hours per week may join the group plan(s) by assuming the full cost of group insurance plan(s).

The OCSD shall provide health insurance with a \$100/\$200 deductibles and an unlimited lifetime cap.

- b) If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payer of benefits and the coverage sponsored by the Board of Education will become the secondary payer of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

- 2) Should an employee submit false information or fail to timely advise the Board of a change in her/his spouse's eligibility for a group health insurance and/or prescription drug insurance through the spouse's employer/retirement provider, and such false information or failure by the employee results in the Board's plan providing benefits to which the spouse is not entitled, the employee shall be personally liable to the plan for reimbursement of the full costs of any benefits and expenses, including attorneys' fees and costs, incurred by the Board's plan. Any amount to be reimbursed by the employee may be deducted from the salary or benefits to which the employee would otherwise be entitled. In addition, the spouse will be removed immediately from the Board's group health insurance and/or prescription drug insurance coverage. Submission of false information regarding eligibility of a spouse for health benefit and/or prescription drug coverage from the employer/retirement provider of the spouse by a employee will subject that employee to disciplinary action up to and including possible termination of employment.
- 3) Any employee whose spouse had been covered under the employee's District-provided family plan coverage as of April 1, 2014 but is required to begin single group health and prescription drug coverage under the spouse's employer's plan under this Section is eligible for a stipend payment under this Paragraph. The stipend amount is the lesser of: 1) one hundred fifty dollars (\$150) per month and 2) the lesser of the amount the spouse actually paid for single coverage in the spouse's employer's plan

and the least expensive single coverage option in the spouse's employer's plan. The one hundred fifty dollar (\$150) monthly stipend limit reduces by twenty five dollars (\$25) each July 1, starting on July 1, 2015. (For example, the monthly stipend limit for 2015-2016 will be \$125, and so on).

For the 2014-2015 school year only, if the spouse's cost in the spouse's employer's plan's least expensive single coverage option exceeds three hundred dollars (\$300) per month, the monthly stipend amount will be one-half of the spouse's cost for that least expensive single coverage option, up to a two hundred dollars (\$200) maximum monthly reimbursement, provided the spouse actually pays for the employer coverage.

The Board shall pay the stipend twice per year: once in December covering the previous June 1 to November 30 period, and once in June covering the previous December 1 to May 31 period. An eligible employee must submit to the District Treasurer, on or before December 1 (for the June 1 to November 30 period) and June 1 (for the December 1 to May 31 period), proof of payment during the year and proof of the plan eligibility information and costs. **The Board shall give thirty (30) calendar days notification prior to the above mentioned dates. Such notice may be given by including it on an employee pay stub reminding the employee that the information is required and the dates the employee can turn it in.**

- (c) A section 125 plan shall provide a tax sheltering benefit for the employee contributions required under this health insurance program.
- (d) Term life insurance in the amount of \$45,000 will be provided to each classified employee. The OCSD shall assume 100% of the premium for each classified employee. Total value of the insurance will be reduced with employee age according to the carrier's schedule.
- (e) For the purpose of insurance eligibility a full-time employee must regularly work at least 30 hours per week. A part-time employee must work at least 20 hours per week.
- (f) Continuation - Disability: The OCSD agrees to continue payments for all benefit programs provided for in this section during the absence of any employee in the bargaining unit who is on paid disability leave.
- (g) Continuation - Lay-Off: The OCSD agrees to continue payment for all benefit programs provided for in this section for a period of one (1) month for any employee in the bargaining unit who is laid off for lack of work or funds.



**SHC Oberlin City Schools
CLASSIFIED
SuperMed Classic
7/1/2011**



Benefits	Network Facility / Any Professional Provider	Non-Network Facility
Benefit Period	January 1 st through December 31 st	
Dependent Age	26	
Older Age Child	28	
	Removal upon End of Month	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Initial group waived; all others 3-3-12	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Maximum	Unlimited	
Benefit Period Deductible – Single/Family¹	\$100 / \$200	
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$650 / \$1,300	\$1,150 / \$2,300
Physician/Office Services		
Office Visit (Illness/Injury)	\$10 copay, then 100%	
Urgent Care Office Visit	\$10 copay, then 100%	
Immunizations (tetanus-toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services) – See Preventative Services below for Well Child Immunizations and Routine Immunizations for Age 9 and over)	\$10 copay, then 100% (In Physicians office) 90% after deductible (All other Places of Service)	
Preventative Services		
Office Visit/Routine Physical Exam (Age nine and over)	\$10 copay, then 100%	
Well Child Care Services including Exam and Immunizations (to age nine)	100% to the first \$500 per benefit period, thereafter 90% after deductible	
Well Child Care Laboratory Tests (To age nine)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Endoscopic Services	100%	70% after deductible
All Routine Lab, X-ray (except for mammogram) and Medical Tests including Routine Pap test and All Routine Immunizations (Age 9 and over)	100% (In physicians office) All other Places of Service: 100% for the first \$300 per benefit period (combined between network and non-network), thereafter 90% after deductible	100% (In physicians office) All other Places of Service: 100% for the first \$300 per benefit period (combined between network and non-network), thereafter 70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy - Facility and Professional (10 visits then review for medical necessity)	90% after deductible	70% after deductible
Occupational Therapy Facility and Professional (10 visits then review for medical necessity)	90% after deductible	70% after deductible

Benefits	Network Facility / Any Professional Provider	Non-Network Facility
Outpatient Services – Continued		
Chiropractic Therapy – Professional Only (10 visits then review for medical necessity)	90% after deductible	
Speech Therapy – Facility and Professional (10 visits then review for medical necessity)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Supplemental Accident Care (Limited to the first \$300 of services received within 90 days after an accident)	100%	
Emergency use of an Emergency Room ¹	\$50 copay, then 90%	
Non-Emergency use of an Emergency Room ²	\$50 copay, then 90%	\$50 copay, then 70%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Additional Services		
Allergy Testing (copay per day)	\$10 copay, then 100%	70% after deductible
Allergy Treatments (copay per day)	\$10 copay, then 100%	
Ambulance	90% after deductible	70% after deductible
Diabetic Education and Training	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	100%	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a network provider will also apply to the non-network deductible. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible.

Coinsurance expenses incurred for services by a network provider will also apply to the non-network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

7.06 WAIVER OF INSURANCE COVERAGE

- (a) All regular full-time classified bargaining unit members who work at least thirty (30) hours per week and who are enrolled in the district's Health Care Coverage under Article 7.5 - Health Insurance, elect not to enroll and/or participate in the benefits package will receive a lump sum payment of eight hundred dollars (\$800) per year less applicable withholdings.
- (b) Each employee electing the waiver must declare his/her intent not to participate in the insurance plan by August 1st and remain off the plan for one (1) twelve (12) month period between September 1st and August 31st.
- (c) The waiver year will be from September 1st to August 31st of each year and the payment in lieu of premium will be made with the second payroll in September each year for the prior election year.
- (d) If an employee elects the waiver one (1) year, he/she may rejoin the group insurance coverage effective September 1st of the following year with a thirty (30) day advance written notice.
- (e) **EMERGENCY CLAUSE** - Any employee electing the waiver may forfeit the bonus and be placed on the insurance plan if his/her health insurance coverage status changes during the year. To rejoin the program, an employee must notify the OCS D thirty (30) days prior to the first day of the month in which the employee wants coverage effective. A change in status is defined as a change in marital status, death of a spouse, or loss of insurance benefits of a spouse.

7.07 SEVERANCE PAY

- (a) Upon retirement under regulations of the School Employees retirement System (SERS), employees shall upon request receive remuneration for one quarter (25%) of their accumulated unused sick leave to a maximum of 85 days.
- (b) Employees upon voluntarily severing their employment with five (5) continuous years of service with the District may elect to be paid for one quarter (25%) of the value of their accrued but unused sick leave, to a maximum payment of thirty-six (36) days.

Employees upon voluntarily severing their employment with ten (10) continuous years of service with the District may elect to be paid for one quarter (25%) of the value of their accrued but unused sick leave, to a maximum payment of fifty (50) days and one (1) additional day of payment for each ten (10) days of accumulated sick leave in excess of 200 days.
- (c) The payment of unused sick leave shall be calculated with the employee's current per diem rate with a denominator of the employee's current annual work days but not to exceed 184 days.

7.08 LIABILITY INSURANCE

The OCSD Board of Education will purchase liability insurance for all employees of the District. This clause is waived if the District liability insurance policy is cancelled by the insurance carrier and no new carrier is available. Self insurance, employer consortium plans, and all current and future provision of Ohio Revised Code are consistent with the intent of this agreement.

7.09 STUDENT TUITION

All employees residing outside the District who desire to have their children attend Oberlin Schools shall, so long as Board policy permits open enrollment, apply for their children to be admitted under open enrollment. In the event Board policy is changed and open enrollment is not permitted, employees shall be exempt from paying tuition for their children to attend Oberlin Schools, regardless of their legal residence.

7.10 PAY DIFFERENTIALS AND SPECIAL RATES

- (a) Head Custodians shall receive an additional \$1,500.00 per year.
- (b) The bus trip rate shall pay the driver's regular rate for the first four hours. The fifth hour and thereafter shall be increased in each year to be equivalent to the current substitute rate.
- (c) The lawn maintenance rate shall be \$10.00 per hour. Preference for lawn maintenance hours will be given to the part-time custodians in rotation order by seniority. Lawn maintenance duties shall include trimming of shrubs and trees, weeding, mulching, and removal of debris and leaves.

7.11 SERS CONTRIBUTIONS

The OCSD Board of Education shall establish a qualifying plan permitting employees to pay their contribution to the State Employees Retirement System ("SERS") on a pre-tax basis, to the extent permitted by the Internal Revenue Service and SERS.

ARTICLE 8 - VACANCIES, PROMOTIONS

8.01 NOTICE OF VACANCIES

Notice of all vacancies and newly created positions shall be posted at the administrative designated sites in each school building and on the district website. A copy of each posting will be forwarded to the President of OAPSE Chapter 214, for informational purposes.

8.02 ADVERTISING OF VACANCIES

Before public advertising, vacancies shall be posted and open first to every employee for five (5) work days after the date of posting, (10 work days during the summer, June 15 through August 15).

8.03 APPLYING FOR VACANCIES

Employees shall submit their notice of interest to the central office. Employees shall submit an application, resume and cover letter for the vacancy for which they are applying. All employees who bid for and are appointed to new positions shall have 10 work days in which to return to their previous position, after which that employee shall not be eligible to bid into any new position until the conclusion of the current semester. This requirement may be waived by the Superintendent or the Superintendent's designee.

Copies of bid forms shall be available at all school buildings and facilities. Roles that are in addition to, and do not affect their current role, are exempt from this limitation.

8.04 VACANCY LISTING

The vacancy listing will include:

- (a) The opening and closing date for the posting.
- (b) The job description for the position.
- (c) A general description of qualifications needed.
- (d) Hourly rate of pay, hours, work days, and location.

8.05 VACANCIES AND PROMOTIONS

- (a) A vacancy is an opening that occurs when a staff member vacates a current position or when a new job is created by the Board. Vacancies shall be posted within five (5) work days, if the Board chooses to fill such vacancies.

Posting requirements for external applicants shall be attached to the internal posting. Internal applicants, who submit all requested information per article 8.03 , shall be interviewed and considered for the vacancy .

In the event that a vacancy will not be filled when a current member retires, is promoted, demoted or otherwise leaves the district, the Superintendent will meet with the OAPSE President or designee to discuss the decision. If a vacancy is not filled, the Superintendent will provide a written rationale for the decision to the OAPSE President.

Every effort will be made to post and fill vacancies in a timely fashion. When a vacancy cannot be filled within 30 days, the Superintendent will notify the OAPSE President as to the reason for the delay.

No subs shall be used for more than thirty (30) calendar days to fill vacant positions.

- (b) Temporary Vacancy – A Temporary Vacancy is when a position is vacant for any temporary time period, as agreed by both the Union and the Superintendent or designee.

- (c) Temporary Vacancy Process – Temporary Vacancies shall be offered to members based on seniority with step-up pay, should the situation call for step-up pay. The offer will follow the same rotation as defined in overtime.
- (d) Filling Vacancy -
 1. When a vacancy occurs, employees within the same classification (defined as the same category of job, not necessarily all the jobs on a pay class – for example, head custodian is one classification, administrative assistant is another classification and AD Secretary is a third classification) of the open position, who apply for the position, will be interviewed for the position. The position shall be awarded to the applicant within the classification who has the most seniority of the applicants within that classification. The Board may disqualify an employee from being awarded the position if the employee has 1) a record of discipline (excluding verbal warnings) during the twelve (12) months preceding the date of posting the position, or 2) a record of a suspension during the twenty-four (24) months prior to posting the position.
 2. When an employee has bid on a position outside their classification, the OCS D may require testing prior to granting an interview. Employee testing for a position will be indicated on the job posting and will be required for all applicants selected for an interview. Employees bidding on vacancies outside of their classification and meeting any testing requirements shall be interviewed and considered for the position (if an employee inside the classification has not been awarded the position). When comparing candidates, the Board may use its judgment to determine whom to hire.
 3. If an employee is not awarded a position that he/she applied for, he/she shall be notified, in writing, of this decision.

For a vacancy occurring between June 15th and August 15th each year, the central office shall serve all non-teaching personnel a notification of openings via the bi-monthly pay checks system.

ARTICLE 9 - REDUCTION IN FORCE

The following procedures will govern the reduction of classified staff made necessary through decreases in student enrollment, changes in regular and complementary instruction, shortage of funds, changes in the use of bargaining personnel.

The Board shall provide, upon request, to the OAPSE President an updated seniority roster of the bargaining unit employees, showing each employee's current seniority standing.

The Board shall notify both OAPSE and the affected employee in writing not less than forty (40) work days before the effective date of lay-offs. The Board and OAPSE shall meet following receipt of any notices of lay-off to review the proposed lay-offs and determine the order of lay-off within the provisions of this Agreement.

The number of people affected by a reduction will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire or otherwise vacate a position. Whenever lay-offs become necessary Civil Service procedures will be followed which provide that probationary, provisional, seasonal, and part-time employees be laid off first in that order. If a position is eliminated, the employee in the eliminated position has the right, by exercising system seniority, to bump the least senior employee within their classification with the same or similar hours, or, if no such person exists, a classification in which they have previously worked and for which they maintain required certifications and/or licensing.

Seniority as used in this provision shall be determined by the length of continuous service to the OCSD. Any disputes regarding the length of continuous service shall be resolved as follows:

- (a) The date of the Board meeting in which the employee was hired; then, if still a tie
- (b) The date the first accepted job application was received; and then, if still a tie
- (c) By lot

In calculating seniority, any interruption in employment other than authorized leave of absence or lay-off will restart the seniority calculation from zero. Time spent on lay-off status or unpaid leaves in excess of 3 months shall be deducted when computing seniority.

If an affected employee in an eliminated position or one who has been bumped does not in turn choose to bump the least senior employee, that employee will automatically be placed off the lay-off list.

Reinstated position(s) (meaning those position(s) restored after layoff) within the classification of layoff shall be offered to those employee(s) remaining on the recall list for that classification, starting with the most senior laid off employee.

Any newly created position or vacated position shall be filled in accordance with Article 8 (Vacancies, Promotions). In the event a vacancy still remains, laid off employees shall then be recalled (prior to external candidates being hired) in the reverse order of lay-off 1) within a classification, or 2) in another classification in which they have previously

held a contracted position (not as a substitute or temporary position) and for which they maintain required certifications and/or licensing.

A person on lay-off shall maintain their recall rights for a period of two (2) years from the effective date of lay-off.

While on lay-off, the employee shall keep the Board informed in writing as to current mailing address and telephone number. Failure to respond to or accept a recall notice within fifteen (15) work days of receipt of the recall offer will result in removal from the lay-off list if the recall notice is mailed by certified mail to the last mailing address on file for the employee. In emergency situations where other means of notification are required (i.e. telephone call, private meeting) the Union President shall be notified as to the method, date and time of contact.

During the period of recall rights, an employee covered by Board insurance immediately prior to the layoff may participate in the group insurance program, if the rules of the carrier permit, by paying all single or family premium costs (total cost) on a monthly basis to the treasurer.

Suspension and removal may be appealed and requires that the employee be given a notice and reason for the same.

9.01 SENIORITY ROSTER

- (a) By November 1 of each school year, the Union President will be provided with complete seniority lists for each classification as provided above. The seniority list will show each employee's seniority date.
- (b) The Union shall have twenty (20) work days from the date of receipt of the list to challenge and/or question the seniority rankings reflected by the list. The Union and Superintendent or his/her designee will meet to discuss questions or problems.

When "tie-breaker" data is unavailable, the employees affected, the Union and Superintendent or designee will try to resolve the problem. If agreement cannot be reached, ties will be resolved by coin flip. Any agreement reached to break ties or resolution through coin flip shall be final and binding on the Board, administration, employee(s) affected and the Union.

- (c) The Board will notify the Union of any changes in the seniority lists within a reasonable period of time.

9.02 CONTRACT WORK

- (a) No contract for services, which may affect the employment of Union members, shall be let until the Union has been provided two calendar months advance notice of the award.
- (b) Effective upon the ratification date and during the life of this agreement the OCSD shall not put to use the provisions in Article 9.02(a) Contract Work.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 INITIAL NOTIFICATION

- (a) The Union may file a grievance to seek proper enforcement of the terms of this agreement. Union grievances shall begin at Step 2 (Superintendent's level) of the procedure.
- (b) The Union is the sole and exclusive representative for the grievant.

10.02 DEFINITIONS

- (a) Union: Ohio Association of Public School Employees Local 214
- (b) Grievance: A claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of a matter that has been negotiated and agreed to by the Union and the OCSD Board.
- (c) Grievant: The person or group of persons in the bargaining unit or the Union responsible for initiating the grievance.
- (d) Day: When used in the Agreement, "day" shall be defined as Monday through Friday, excluding holidays, unless specified differently.
- (e) Immediate Supervisor: The employee having supervisory responsibility for the job performance of the grievant.

10.03 GRIEVANCE PROCEDURE

- (a) Informal Procedure
Resolution of a grievance shall be first attempted through discussion between the grievant and his/her immediate supervisor. Such discussion shall be initiated within ten (10) work days of the occurrence of the alleged violation or condition being grieved. Management must respond to the informal process within five (5) work days.
- (b) Formal Procedure
 - 1. Step 1
 - a. If the grievance is not resolved within five (5) days of the initiation of the Informal Procedure, the grievant may submit the grievance on Grievance Report Form 1 to his/her immediate supervisor, with a copy to the Union President and to the Superintendent of Schools. The formal grievance must be filed within ten (10) work days of the informal response.

- b. The immediate supervisor shall meet with the grievant to discuss the grievance within five (5) work days of the receipt of the Grievance Report Form 1.
- c. The immediate supervisor shall, within five (5) work days following the meeting, complete his/her portion of the Grievance Report Form 1 stating his/her disposition of the grievance and provide copies to the grievant, the Union, and the Superintendent of Schools.

2. Step 2

- a. If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant may submit the grievance on Grievance Report Form 2 to the Superintendent of Schools, with a copy to the immediate supervisor and to the Union President. Step 2 Grievance Reports must be submitted to the Superintendent of Schools within ten (10) work days of the receipt of the Step 1 disposition.
- b. The Superintendent of Schools or his/her designee shall meet with the grievant to discuss the grievance within five (5) days of the receipt of the Grievance Report Form 2 .
- c. The Superintendent of Schools or his/her designee shall, within five (5) work days following the meeting, complete his/her portion of Grievance Report Form 2, stating his/her disposition of the grievance and provide copies to the grievant, the immediate supervisor, and the Union.

3. Step 3

In the event that the grievance is not satisfactorily adjusted at Step 2, OAPSE may submit a request in writing to the OCS D Treasurer that the grievance be submitted to binding arbitration. The request shall be made within twenty (20) working days of the receipt of the response at Step 2 or the failure of the Board to timely respond. The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by the American Arbitration Union. If the parties are unable to agree upon an arbitrator within ten (10) days of the request for arbitration, the grievance may be submitted for arbitration to the American Arbitration Union. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the American Arbitration Union. The decision of the arbitrator shall be binding upon the parties. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement, or render a decision contrary to law. The expense and fees for the arbitrator shall be borne by the losing party.

GRIEVANCE REPORT FORM 2, STEP 2

Grievant	Building/Assignment	Date
----------	---------------------	------

A. Date reason for grievance occurred: _____

B. Statement of grievance: _____

C. Contract Language Violated: _____

D. Relief sought: _____

Signature of Grievant

E. Receipt acknowledged:

Signature of Supervisor

Date

F. Disposition by Supervisor: _____

Signature of Supervisor

Date

Distribution: Grievant
Supervisor
Union President
Superintendent of Schools

Revised 10/03

10.04 LIMITATIONS

- (a) Nothing contained in this procedure shall be construed as limiting the right of an employee having a complaint or problem from discussing the matter informally through normal channels of communication with members of the administration.
- (b) Lack of appeal of the disposition of a grievance at any step of the procedure within the specified time limits shall be construed as final settlement at that step, and further appeal shall be barred. Such failures shall not set precedence in future grievances.
- (c) Failure at any step of these procedures to communicate in writing the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next step.
- (d) Every effort will be made to process grievances to a satisfactory conclusion by the end of a school year. During the summer months, either party may extend the time limits by no more than ten (10) days. These time limits may be extended further by agreement of both parties.
- (e) The grievant shall be entitled to prepare and write grievances during his/her regularly scheduled hours of work without loss of pay.
- (f) The grievant and the Union representative shall be entitled to process a grievance during normal working hours with no loss of pay or benefits.

ARTICLE 11 - WORKING CONDITIONS/GENERAL

11.01 EXTRA BUS TRIP PROCEDURE

Bus trips, field trips, and athletic trips will be posted as received. Drivers will choose trips on a rotation basis. If the driver does not accept the trip, the check will go to the next driver on rotation. A newly hired regular driver will be placed on rotation upon his/her 121st day of employment with the District as a bus driver. Drivers will be listed by seniority. Drivers will choose only those trips that do not interfere with their regular run or other district employment. The exception will be that no more than two times per month, a driver may take a 3:30 p.m. trip in lieu of their regular p.m. run. On these occasions, drivers will be paid with the trip time beginning at the end of their regular route time. Bus drivers will not take trips on days that they are absent. If a driver is absent, the trip will go to the next person on rotation. If a bus driver is absent on Friday and has a trip on Saturday, they will contact the Business Manager by noon on Friday if they plan to take the Saturday trip. Trips received on a last-minute basis will go in rotation. However, if attempts to contact the driver fail and time will not permit waiting, the trip will go to the next driver on rotation.

At the end of the bus trip, the driver will be responsible for the following:

- (a) The Bus Request Form must be properly filled out with name and bus number, and returned with trip time, mileage, and sponsor's signature.
- (b) The bus shall be swept by the driver and a complete inspection of the bus to assure that no students have remained on the bus
- (c) The bus driver will be responsible for filling the gas tank with gas. If the bus driver returns to the garage after hours and the fuel pump is locked, then that driver will be responsible for filling the tank before the next regular run. Any trip slips received during the summer months (after the last school day and prior to the first school day for the coming year) will be handled through the Business Manager.

There shall be a reasonable attempt to establish mandatory, regular safety meetings once per quarter. Drivers shall be compensated at their regular rate of pay for attendance at such meetings.

11.02 SCHOOL BOARD AGENDA

The Union shall receive an advance copy of the agenda of each Board meeting, along with the routine personnel report, which accompanies said agenda. Such items shall be sent to the Union President by interschool mail at the same time they are sent to the OCSD Board of Education members. Certain confidential matters and items not pertaining to members of the bargaining unit may be deleted from the personnel report provided to the Union.

11.03 PAYROLL DUES/DEDUCTIONS

The OCSD agrees to deduct from the pay of bargaining unit employee's dues for the Ohio Union of Public School Employees and its Local Chapter 214 when authorized in writing by each employee.

The OCSD shall transmit monthly said dues along with an accounting of each withholding by name of employee to the OAPSE State Treasurer.

Payroll deduction authorization shall be continuous and shall be revocable by written notice to the Treasurer. The monthly transmittal of dues shall include a copy of each revoked membership.

Dues shall be deducted in twenty four (24) equal payments starting with the first paycheck in the new contract. New members enrolled after the first paycheck will pay equal payments in the remaining paychecks.

Individual authorization forms shall be signed by the member and submitted by OAPSE on their behalf with the Treasurer.

11.04 DIRECT DEPOSIT

(a) All bargaining unit members shall be required to receive their pay via direct deposit. Account information to process direct deposit of paychecks must be submitted to the Treasurer within 30 days after the ratification date. All paystubs will be provided only in electronic form unless the bargaining unit member requests paper paystubs by notifying the Treasurer in writing on or before August 31 of any year.

(b) Bargaining unit members will be paid twice monthly.

11.05 TEMPORARY CHANGE IN CLASSIFICATION

If an employee is temporarily transferred to a new classification, he/she shall not be reduced in pay and shall be increased in pay to the rate of the temporary assignment beginning with the fifth (5th) day.

11.06 NO STRIKE OR SLOW DOWN

In consideration of the rights and privileges extended to the Union by this Agreement, the Union does hereby agree and promise that none of its members shall strike, slow down or withhold service.

11.07 DURATION

This Agreement shall become effective July 1, 2014, and shall continue in effect until and including June 30, 2017 with the period of time beginning July 1, 2016 and ending June 30, 2017 contingent on the following: If, on or before June 29, 2016, the Board Treasurer, Board President and Superintendent of Schools are unable to sign a separate Ohio Revised Code Section 5705.412 certificate respecting fiscal year 2017, the Agreement terminates at 11:59 pm on June 30, 2016, at which time negotiations would commence within 60 calendar days of termination for a successor agreement.

This Agreement supersedes all previous Agreements between the Board and the Union and constitutes the entire Agreement between the parties.

Reopener

For the 2016-2017 school year, either the Board or OAPSE Local 214 may reopen for negotiation the salaries, (base, index and longevity only) (Section 4.00, 4.00(a) and Addendum IV) and insurance (Sections 7.05(a) and the plan description in 7.05), but no other part of the Agreement. If either party makes this election, salaries (base and index) will be frozen at fiscal 2016 levels until agreement is reached on the reopener on salaries and insurance benefits. This means no increase to the base, no steps and no longevity payments for 2016-2017 absent agreement to the

contrary. To exercise this option, the requesting party must inform the other party in writing during the month of February 2016. The dispute resolution procedure in Section 2.09 shall apply.

FOR THE OCSD BOARD OF EDUCATION:

John Sch 10/23/14
Superintendent Date
Mr. John Schroth
Angela Dotson 10/23/14
Treasurer Date
Mrs. Angela Dotson

FOR THE UNION:

[Signature] 10/23/14
Union President Date
[Signature] 10/23/14
Union Representative Date

**OBERLIN CITY SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
EFFECTIVE JULY 1, 2014**

	I	II	III	IV	V	VI	VII	VIII
0	12.43	12.58	12.83	13.11	13.78	14.62	14.92	15.91
1	12.63	12.83	13.08	13.46	14.2	15.02	15.37	16.33
2	12.87	13.02	13.27	13.77	14.64	15.57	15.75	16.79
3	13.04	13.25	13.5	14.09	15.08	15.9	16.18	17.15
4	13.29	13.44	13.69	14.41	15.5	16.33	16.61	17.58
5	13.48	13.67	13.92	14.73	15.92	16.78	17.04	18.08
6	13.73	13.87	14.12	15.04	16.35	17.15	17.49	18.51
7	13.92	14.09	14.34	15.37	16.81	17.58	17.91	18.92
8	14.15	14.26	14.51	15.67	17.24	18.08	18.33	19.35
9	14.34	14.51	14.76	16.03	17.67	18.51	18.79	19.78
10	14.57	14.71	14.96	16.33	18.11	18.92	19.22	20.2
11	14.57	14.71	14.96	16.33	18.11	18.92	19.22	20.2
12	14.77	14.97	15.22	16.62	18.42	19.24	19.5	20.58
13	14.77	14.97	15.22	16.62	18.42	19.24	19.5	20.58
14	14.77	14.97	15.22	16.62	18.42	19.24	19.5	20.58
15	15.04	15.21	15.46	16.89	18.77	19.58	19.9	20.96
16	15.27	15.45	15.7	17.22	18.98	19.81	20.14	21.2

Extra Bus Trip Rate:

- First Five Hours at Regular Hourly Rate:
- Over Five Hours at \$ 13.50 Per Hour

Lawn Maintenance Rate: \$10.00 Per Hour

Head Custodian Shall Receive Additional \$1,500 Per Year

- Class I Monitor
- Class II Cafeteria Helper
- Class III Paraprofessional
- Class IV Literacy Aides
- Class V Assistant Librarian
- Class VI Custodian , Food Truck Courier
- Class VII Head Custodian, Administration Assist, AD Secretary
- Class VIII Bus Driver, Maintenance, Computer Tech, Athletic Custodian

**** For purposes of computing lump-sum longevity, a year of experience shall mean a year of employment as contracted for any given classified position in the District. Furthermore, longevity service shall be calculated on the basis of continuous employment in the District, which means calculation for longevity may not include breaks in employment.**

****Lump- Sum Longevity Pay as Follows:**

Experience Years 11-15	300
Experience Years 16-20	450
Experience Years 21-25	600
Experience Years 26-UP	800

Note: 7/1/14 moved Monitor to class 1, Cafeteria Helper to Class II and ParaPro to Class II with \$.25 per hour raise

**OBERLIN CITY SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
EFFECTIVE JULY 1, 2015**

	I	II	III	IV	V	VI	VII	VIII
0	12.43	12.58	12.83	13.11	13.78	14.62	14.92	15.91
1	12.63	12.83	13.08	13.46	14.2	15.02	15.37	16.33
2	12.87	13.02	13.27	13.77	14.64	15.57	15.75	16.79
3	13.04	13.25	13.5	14.09	15.08	15.9	16.18	17.15
4	13.29	13.44	13.69	14.41	15.5	16.33	16.61	17.58
5	13.48	13.67	13.92	14.73	15.92	16.78	17.04	18.08
6	13.73	13.87	14.12	15.04	16.35	17.15	17.49	18.51
7	13.92	14.09	14.34	15.37	16.81	17.58	17.91	18.92
8	14.15	14.26	14.51	15.67	17.24	18.08	18.33	19.35
9	14.34	14.51	14.76	16.03	17.67	18.51	18.79	19.78
10	14.57	14.71	14.96	16.33	18.11	18.92	19.22	20.2
11	14.57	14.71	14.96	16.33	18.11	18.92	19.22	20.2
12	14.77	14.97	15.22	16.62	18.42	19.24	19.5	20.58
13	14.77	14.97	15.22	16.62	18.42	19.24	19.5	20.58
14	14.77	14.97	15.22	16.62	18.42	19.24	19.5	20.58
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