



11-06-15
14-MED-12-1662
1300-02
K32693

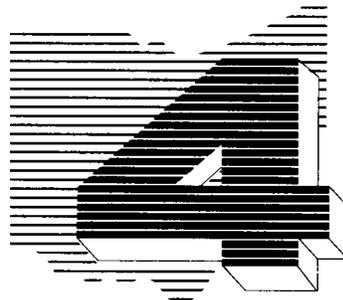
CONTRACT

BETWEEN

**THE SOUTH POINT LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

And

**OAPSE/AFSCME LOCAL 4/AFL-CIO
AND IT'S LOCAL #480**



OAPSE/AFSCME Local 4/AFL-CIO

July 1, 2015 through June 30, 2018

	ARTICLE	PAGE
1	Terms	1
2	Recognition	1
3	Scope of Representation	2
4	Procedures for Conducting Negotiations	2
5	No Discrimination	4
6	Check-Off and Organizational Security	5
7	Employee Rights	6
8	Organizational Rights	7
9	Building Representative	8
10	Hours and Overtime	9
11	Pay and Allowance	13
12	Employee Expense and Materials	14
13	Insurance Benefits	15
14	Holidays	17
15	Vacation Plan	18
16	Leaves	20
17	Sick Leave	21
18	Severance Pay	22
19	Calamity Day	23
20	Leave of Absence	23
21	Workers' Compensation	24
22	Personal Days	24
23	OAPSE Workshops	25
24	Layoff and Recall	25
25	Bid Procedure	26
26	Bus Routes	28
27	Classification, Reclassification and Abolition of Posting	30
28	Disciplinary Action	31
29	Grievance Procedure	33
30	Working Conditions	35
31	Safety	36
32	Training	36
33	Contracting and Bargaining –Unit Work	37
34	Severability	37
35	No Strike, No Lockout	37
36	Wages	38
37	Duration	39
	Appendix A - Job Vacancy Bid Form	40
	Appendix B – Transfer of Sick Leave	41

ARTICLE 1 - TERMS

The terms and conditions of the within Agreement are effective for the period commencing July 1, 2015 to June 30, 2018.

ARTICLE 2 - RECOGNITION

1. The Board of Education of the South Point Schools hereby recognizes the Ohio Association of Public School Employees, on behalf of Local #480, as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described unit.
2. The bargaining unit includes all full-time and regular short-hour employees in the following positions or classifications which are regularly assigned to a work schedule and who work at least four (4) hours.
 - A. Custodial
 - B. Maintenance
 - C. Maintenance and Electrical Maintenance
 - D. Bus Drivers
 - E. Cook
 - F. Paraprofessional Aides (Teacher Aides, Instructional Aides, Library Aides, SBH Aides
 - G. Office Aides
 - H. Secretaries
 - I. Air Conditioner Maintenance
 - J. Mechanic
 - K. Mechanic Helper
 - L. Coordinator of Transportation
 - M. Coordinator of Cooks – this position is deleted from Bargaining unit 1/1/13
 - N. Van Drivers
 - O. Preschool/SBH Bus Aide

The Board will have the ability and right to fill any extended vacancy in the above position of Coordinator of Cooks by exempt employees between the signing of this Agreement and January 1, 2013.

Coordinators will not evaluate or supervise bargaining unit members, but will continue to train and instruct on an ongoing basis.

3. All confidential and supervisory employees are excluded from the bargaining unit. The confidential and supervisory positions at the time of this Agreement are:
 - A. Supervisor of Buildings and Grounds
 - B. Assistant Supervisor of Buildings and Grounds
 - C. Treasurer
 - D. Assistant Treasurer/Assistant to the Treasurer
 - E. Secretaries in the Administration Office

ARTICLE 3 - SCOPE OF REPRESENTATION

The scope of representation shall be limited to matters relating to wages, hours of employment, and all other terms and conditions of employment as set forth in Chapter 4117 of the Ohio Revised Code.

ARTICLE 4 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Negotiating Teams

- A. The Board or the designated representative of the Board will meet with representatives designated by the Association for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between **said teams. The Board's negotiating team and the Association's negotiating team** will be limited to a reasonable member limit (6). Neither party shall have control **over the selection of the other party's team members. While no final agreement** shall be executed without ratification by the Association and adoption by the Board, the negotiating team will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations. Field Representatives of the Association shall be included in the **Local's negotiating team.**
- B. Up to two (2) consultants may be used by each of the parties in any of the negotiations meetings in an advisory capacity. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams.
- C. The expense of such consultants shall be borne by the party requesting or hiring them.
- D. Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be shared equally by the Board and the Association.

2. Exchange of Information

- A. Prior to and during the period of negotiations or impasse provision, the Board and the Association agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

3. Request for Meeting

- A. Upon receipt of a written request for a meeting, either party will have five (5) days to reply to the request. A meeting date shall be agreed to within fifteen (15) days of such request. Such request shall be made 60 to 120 days prior to Contract termination date. All days referred to in this section shall be work days.

4. Submission of Issues

- A. All issues for negotiations by the Association shall be submitted in writing at the first meeting and the Board shall submit, in writing to the Association, all of its issues for negotiations no later than the second meeting. No additional issues

shall be submitted by either party following the designated meeting unless agreed to by both parties.

5. Negotiations Procedures

- A. The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings, as well times as places of following meetings, shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in private, not being open to the general public or media.

6. Caucus

- A. Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

7. Progress Reports

- A. During negotiations, interim reports may be made to the Association by its representatives and to the Board of Education by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information with the organization concerned.

8. News Releases

- A. News releases prior to impasse shall be made only by mutual agreement as to when and content of the release.

9. Protocol

- A. No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

10. Item Agreement

- A. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board. The Board reserves the right to examine the entire package before signing.

11. Agreement

- A. 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 Association and the Board for ratification and adoption. When adopted by the Board, the agreement shall become part of the

official Board minutes and binding upon both parties. Said agreement shall be **signed by the Board's representative and by the Association's representatives.**

12. Intent to Recommend

- A. Prior to the negotiated agreement being presented to the Association and to the Board, both negotiating teams, by a majority vote, shall pledge to recommend adoption of the tentative agreement.

13. Impasse Resolution

- A. In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties shall have the option of declaring impasse.
- B. Impasse is when the parties at the negotiating table or after many bargaining sessions have been held and the position of parties has solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
- C. If 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 shall jointly prepare a request for a mediator and direct such request to Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- E. The mediator has no authority to recommend or to bind either party to any agreements.
- F. Once either party determines that normal negotiations will not result in an agreement, either party may submit a final settlement proposal. Upon the proposals being submitted, both parties shall meet and vote upon the proposal within ten (10) days. The parties shall either vote to accept or reject the proposal. If both parties accept the proposal, then the proposal shall become the agreement. If either party rejects the proposal, then the applicable provisions of Ohio Revised Code Section 4117.14 following rejection if fact-finding shall apply.

It is intended that this impasse procedure shall be an alternate to the impasse resolution procedure provided in Ohio Revised Code Section 4117.14.

ARTICLE 5 - NO DISCRIMINATION

No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status, and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical disability.

Neither the District nor OAPSE shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in OAPSE activity.

ARTICLE 6 – CHECK-OFF AND ORGANIZATIONAL SECURITY

1. Check-Off

OAPSE shall have the right to have membership dues deducted for employees in the bargaining unit by the Board of Education. The Board shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for any insurance premiums or other plans or programs jointly approved by OAPSE and the Board of Education. The Board shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

2. Dues Deduction

- A. The Board of Education shall deduct, in accordance with the OAPSE dues and service fee schedule, dues from wages of all employees who are members of OAPSE on the date of the execution of this Agreement, and who have submitted dues authorization forms to the Board.
- B. The Board of Education shall deduct from each bargaining member who has not submitted a dues authorization form to the Board, a fair share fee in an amount as submitted by OAPSE.
- C. Any employee hired during the contract year shall pay a pro rata amount.
- D. All dues and fair share fees shall be submitted to the OAPSE State office along with a list of contributing employees.

3. Fair Share Fee

All individuals in the bargaining unit shall either pay to the Union Membership dues or a fair share fee equivalent to the amount of dues required of all members of Local #480 of the Ohio Association of Public School Employees.

4. Hold Harmless Clause

- A. OAPSE shall indemnify and hold the Board of Education harmless from any and all claims, demands, or suits, or any other action arising from organizational security provisions contained herein.
- B. The Union will provide to the employees a procedure whereby religious objections may be filed with the Union.
- C. The Association shall notify the Board of the fair share fee amount and of any changes in the amount of dues deductions, and shall provide to each nonmember employee a notice of the amount of the fee, adequate explanation as to how the fee was determined, a statement that the employee may file an

objection as to the amount and how to receive a rebate, and an explanation as to the procedure which the employee must follow to challenge the amount of the fee under the Association's internal rebate policy.

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

ARTICLE 7 - EMPLOYEE RIGHTS

1. Personnel Files
 - A. The personnel file of each employee shall be maintained at the Board of **Education's Central Administration Office. No adverse action of any kind shall be** taken against an employee based upon materials which are not in the personnel file.
 - B. Any non-certified employee who is going to be non-renewed, or any action against an employee regarding contracts, the file shall be current and in the **Superintendent's Office by April 1. All other materials for the personnel** files shall **be in the employee's files by June 15. The employee shall be given an** opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
 - C. An employee shall have the right at any reasonable time without loss of pay to **examine and/or obtain copies of any material from the employee's personnel file** with the exception of material that includes ratings, reports, and records which were obtained prior to the employment of the employee involved.
 - D. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the Board of Education when actually necessary in the **proper administration of the Board's affair or the supervision of the** employee. The Board of Education shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were **made. Such log and the employee's** personnel file shall be available for examination by the employee or his/her OAPSE representative, if authorized by the employee. The log shall be maintained in the personnel file.
 - E. Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
 - F. Any written record or disciplinary action shall be removed from the employee's personnel file after a twenty-four (24) month period, so long as no subsequent

disciplinary action has occurred for the same or similar circumstances within twenty-four (24) month period.

- G. Nothing in this Article shall **in any way restrict an individual's or any entity's right to make a "public record request" under Ohio or Federal law as it exists at that time. All parties to this Agreement understand if a "public records request" is made by the Employer, as a public entity and subject to such law, must comply.**

2. 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 or signed statement by a witness. 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 Section B above. The evaluation instrument to be used in the evaluation process shall be attached as Appendix B.

3. Grievance Procedure

OAPSE or any employee in the bargaining unit shall have the right to utilize the grievance procedure provided in this Agreement for resolving any disputes arising under this Article.

ARTICLE 8 - ORGANIZATIONAL RIGHTS

1. OAPSE Rights

OAPSE shall have the following rights in addition to the rights contained in any other portion of this Agreement:

- A. The right to access at reasonable times to areas in which employees work.
- B. The right to use, without charge, Board of Education bulletin boards, mailboxes, and the use of the school mailbox system for communication for the posting or transmission of information or notices concerning OAPSE matters.
- C. The right to use, without charge, cafeteria facilities and buildings at reasonable times.
- D. **The right to review employees' personnel files and any other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee.**
- E. The right to be supplied with a completed hire date seniority roster of all bargaining unit employees on the effective date of this Agreement and not more than once yearly at written request with thirty (30) days advance notice. **The roster shall indicate the employee's present classification and primary job site.** The President of the Chapter shall have the responsibility of acquiring said roster.

- F. The right to receive two (2) copies of any budgeted or financial material submitted at any time to ~~be~~ the school board.
- G. The right to review at all reasonable times any other material in the possession of or produced by the School District necessary for OAPSE to fulfill its role as the exclusive bargaining representative.
- H. The right to release time for employees who are OAPSE State Officers to attend state meetings to conduct OAPSE business, a total of four (4) paid days per school year and up to fifteen (15) days of unpaid leave to attend to State OAPSE business per school year.
- I. The Board agrees to permit duly elected delegates of OAPSE #480 leave of three (3) days to attend the OAPSE Annual Conference with continuity of salary. The President shall notify the Superintendent five (5) days in advance as to those delegates eligible to attend.
- J. Nothing in this Article shall in any way restrict an individual's or any entity's right to make a "public request" under Ohio or Federal law as it exists at that time. All parties to this Agreement understand if a "public records request" is made the Employer, as a public entity and subject to such law, must comply.

ARTICLE 9 - BUILDING REPRESENTATIVE

1. Purpose

The Board of Education recognizes the need and affirms the right of OAPSE to designate building representatives from among employees in the unit. It is agreed that OAPSE, in appointing such representatives, does so for the purpose of promoting an effective relationship between the Board of Education and employees by helping to settle problems at the lowest level of supervision.

2. Selection of Building Representative

OAPSE reserves the right to designate the number and the method of selection of building representatives. OAPSE shall notify the Board of Education in writing of the names of the building representatives and the group they represent. If a change is made, the School District shall be advised in writing of such change.

3. Duties and Responsibilities of Building Representatives

The following shall be understood to constitute the duties and responsibilities of building representatives.

- A. A building representative, after notifying his/her immediate supervisor, may be permitted to leave his/her normal work area for up to two (2) hours per week without loss of pay, to assist in the investigation, preparation, writing, and presentation of grievances. The building representative is permitted to discuss any problem with all employees immediately concerned, and if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

The two (2) hours per week referred to above is noncumulative and nontransferable, and upon exhaustion of the two (2) hours per week, all time spent by the building representative for such representation shall be on non-paid, non-work time.

- B. If, due to an emergency, an adequate level of service cannot be maintained in the absence of a building representative, at the time of the notification mentioned in A above, the building representative shall be permitted to leave his/her normal work area no later than two (2) hours after the building representative provides notification, so long as the emergency no longer exists that was declared by the building supervisor.

4. OAPSE Staff Assistance

Building representative or Chapter officers shall be entitled to seek and obtain assistance from OAPSE staff personnel and not to interrupt the operational needs of the District. OAPSE Staff shall notify the Building Administrator/Principal when they enter school facilities.

ARTICLE 10 - HOURS AND OVERTIME

1. Work Week

The work week shall normally consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day, and forty (40) hours per week. This Article shall not restrict the extension of the regular work day or work week on an extended basis when such is necessary to carry on the business of the School District, except as provided for in Section 10 of this Article. This does not prevent the Board and OAPSE from establishing a regular work week less than forty (40) hours.

2. Work Day

The length of the work day shall be designated by the Board for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum of hours, which shall be not less four (4) hours per day for five (5) consecutive days. All employees working for the Board of Education shall be guaranteed at least the amount of hours and comparable pay for the hours specified in their contract.

3. Ten (10) Month Custodian Year

Custodians will work no more than four (4) weeks prior or four (4) weeks after the school calendar or some variation thereof, to a maximum of four (4) weeks total.

4. Reduction in Assigned Time

The Board has the right to lay off without pay, however, any reduction in assigned time shall be accomplished in accordance with the Ohio Revised Code.

5. Increase in Hours

When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest bargaining unit seniority, limited to the same building. If the senior employee declines the assignment at that work station, it shall be offered to the remaining employees in the class in descending order of bargaining unit seniority until the assignment is made.

6. Lunch Periods

All employees covered by this Agreement, who work six (6) hours or more shall be entitled to an uninterrupted lunch period. The length of time for such lunch period of no less than one-half (1/2) hour. The Superintendent/designee shall be responsible for the setting of the lunch period at or about the midpoint of each work shift.

The provision of the uninterrupted thirty (30) minute lunch time is henceforth interpreted as meaning that OAPSE personnel are on their own time during this lunch period, and are free to leave the school premises during this thirty (30) minute period, and that the Board and District have no liability for workers compensation or other liability for OAPSE personnel off the premises during this lunch. Persons leaving for lunch must sign out when leaving and sign in upon return.

7. Rest Periods

- A. All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, except as provided for in Section C below, at the rate of fifteen (15) minutes per three and three-quarters (3 3/4) hours worked or major fraction thereof.
- B. Specific periods may be designated only when the operations of the Board **require someone to be present at the employee's work site at all times.** Such times shall be mutually agreed upon between employees and their supervisors.
- C. Rest Periods of a total of thirty (30) minutes on evening or special work shifts shall be scheduled to the mutual convenience of the employees and supervisors.
- D. Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the employee.

8. Rest Facilities

The Board shall make available at each work site adequate lunchroom, restroom, and lavatory facilities for classified employees use. (Further facilities shall be at the discretion of the Board.)

9. Except as otherwise provided herein, all overtime hours, as defined in this Section, shall be compensated at a rate of pay equal to time and one-half (1 1/2) the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one (1) work day or any time worked in excess of forty (40) hours in any work week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

- A. All hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work.
- B. All hours worked on the seventh (7th) consecutive day of work up to eight (8) hours shall be compensated at double the regular rate of pay.
- C. All hours worked in excess of eight (8) hours on the sixth (6th) and seventh (7th) consecutive day shall be compensated at two and one-half (2-1/2) times the regular rate of pay.
- D. All work performed on Sunday shall be paid at the rate of double time.
- E. All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2-1/2) times the regular rate of pay.

Article 26, Section 13 shall be controlling regarding overtime for bus drivers.

- F. In the event the Board chooses to extend the regular work day to make up calamity days, the over eight (8) hour overtime provision shall not apply.

10. Compensatory Time Off

- A. Employees shall be allowed to take, at their election, compensatory time off in lieu of monies earned in overtime. Compensatory time off will be taken at the appropriate rate of overtime at a mutually agreeable time, subject to the operational needs of the District.
- B. If compensatory time has been selected, the time shall be taken by the end of the next following pay period. If not taken by that time, then the overtime shall be paid at the overtime rate.

11. Overtime - Distribution by Seniority

All scheduled overtime work shall be posted five (5) days in advance if possible. All overtime shall be offered to employees on a rotation basis recognizing seniority using the following formula. Employees shall be awarded overtime within their own job location before it is offered to an employee from another location. Overtime shall be distributed to employees in the bargaining unit within each department in each building in order of bargaining unit seniority. If the employee with the greatest bargaining unit seniority elects to refuse the overtime assignment, it shall be offered to employees in the bargaining unit in descending order of seniority until the assignment is made. Refusal by a senior employee in the bargaining unit of any overtime assignment shall not waive his/her right under this Section to be offered any subsequent overtime assignment in order of seniority on a rotating basis. Such overtime out of location shall be awarded on a rotation basis.

12. Minimum Call-In Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

13. Right to Refusal

Any employee shall have the right to reject any offer or request for overtime or call back, on call, or call-in time. In case of an emergency, the Superintendent may order an employee to work.

14. Stand-By Time

All stand-by time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement, unless otherwise provided herein.

15. Call-Back Time

Any employee called back to work after completion of his/her regular assignment and having left the premises shall be compensated for at least two (2) hours of work at the overtime rate irrespective of the actual time less than that required to be worked.

16. Hours Worked

For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

17. When a four (4) or six (6) hour employee steps up in hours to fill-in in their regular classification, they shall receive their regular rate of pay for the extra hours worked.

18. For the purpose of timekeeping the employees shall write in the number of hours worked each particular day. The employees shall also sign their timesheets each week verifying the information provided is correct.

19. Unscheduled Absences

1. In the event of unscheduled absences of bargaining unit members, any short hour bargaining unit member able to perform the work shall be offered, and may accept at their election, to perform the absent bargaining unit members duties, for which the bargaining unit member filling in for the absent bargaining unit member would receive the rate of pay which would otherwise have been paid to a substitute.
2. Any regular short hour bargaining unit member interested in working when Another bargaining unit member is on an unscheduled absence must notify their immediate supervisor, and advise them of the hours they would be available to work and the duties they would be able to perform.
3. The Administration does not have to offer such opportunities to a bargaining unit member if such would extend **that member's work day beyond eight (8) hours or extend that member's work week beyond forty (40) hours.**

ARTICLE 11 - PAY AND ALLOWANCE

1. Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided in the salary schedule, which is attached hereto and by reference incorporated as a part of this Agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

2. Paychecks

All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions. Sick leave will be furnished with seven (7) days notice upon request of the individual. All employees hired after September 1, 2011, shall receive their paycheck through direct deposit of a bank designated by the employee.

3. Frequency - Twenty-six (26) Pays

All employees in the bargaining unit shall be paid twenty-six (26) pays, which is every other week, payable on Friday, being calculated and paid over a twelve (12) month period. In the event a calamity day is called on a day in which pay checks are to be distributed, pay checks shall be made available the following work day.

4. Payroll Errors

Any payroll resulting in insufficient payment for any employee in the bargaining unit shall be corrected not later than the following pay period after the employee provide notice to the payroll department.

5. Special Payments

Any payroll adjustment due an employee in the bargaining unit as a result of working out of the class, re-computation of hours, or other reasons other than procedural errors, shall be paid on the following payroll after such adjustment is reported to the Payroll Department.

6. Lost/Incorrect Checks

Any paycheck for an employee in the bargaining unit which is lost or incorrect after receipt/deposit or which is not delivered within five (5) days of mailing, if mailed, or corrected before the next pay or the next direct deposit deadline.

7. Classification Change

Any employee in the bargaining unit changing classifications under the provisions of this Agreement shall be moved to the same step number, (increment), in their new classification.

Effective 8/31/95, any effected employee's placement on the salary schedule shall be adjusted to reflect their years of service within the District. However, the parties agree that no change or back pay will be made retroactive for the period prior to 8/31/95.

8. Mileage

Any employee in the bargaining unit required to use his/her vehicle on Board of Education business, as approved by the Superintendent, shall be reimbursed at the rate as adopted by the Board per mile for all miles driven on behalf of the Board of Education. The mileage computation shall include mileage necessary to return to the **employee's normal job site after the completion of Board business. This amount shall be payable in the next regular pay period.**

9. Meals

Any employee in the bargaining unit who, as a result of work assignment approved by the Board, must have meals away from the District, shall upon presentation of expenses on proper form, be reimbursed for the meal, in accordance with the terms of the assignment. This provision shall not apply to extra runs for bus drivers, except for overnight trips which shall be paid at the rate of up to \$30.00 per day for breakfast, lunch and dinner, with itemized receipts.

10. Lodging

Any employee in the bargaining unit who, as a result of a work assignment approved by the Board, must be lodged away from home overnight, shall upon presentation of expenses on proper form, be reimbursed by the Board for such lodging, in accordance with the terms of the assignment.

11. The reimbursement set forth in number 9 and 10 above are waived if such are negotiated with and paid by a sponsor.

ARTICLE 12 - EMPLOYEE EXPENSE AND MATERIALS

1. Tools

The Board of Education agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

2. Safety Equipment

Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the Board agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring such.

3. The Board of Education agrees to provide the full cost of any medical examination required as a condition of employment or continued employment, including, but not limited to, the provisions outlined in Chapter 33 of the Ohio Revised Code.

ARTICLE 13 - INSURANCE BENEFITS

1. Employee and Dependent Insurance Coverage

- A. The Board shall provide and pay the premium for the Comprehensive Major Medical plan as provided to the Union on January 27, 1994. The Board shall pay 80% of the family plan premium and the Board shall pay 100% of the single plan for persons employed by the district before July 1, 2002. The Board will provide **a "125" plan for use by employees as is currently in effect.**

Anyone employed after July 1, 2002 who elects to carry the district's health insurance plan will pay 20% of the premium for single coverage or family coverage.

The Board of Education will pay 100% of the family plan for employees who meet both the following requirements:

Husband and wife are both district employees who were hired prior to February 28, 2013

And

Husband and wife were married to each other prior to February 28, 2013.

- B. Eligibility shall be in accordance with the insurance policy held by the Board.
- C. Any employee who becomes eligible for coverage under this Agreement shall be deemed to permanently meet the eligibility requirement and continue to receive **paid coverage notwithstanding any subsequent reduction in the employee's** hours, so long as permitted by the terms of the insurance policy.
- D. The South Point Board of Education reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the conventional insurance coverage in effect immediately prior to this Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations and mandatory outpatient elective surgery for certain designated surgical procedures.

1. The Board will continue to provide substantially similar dental/optical insurance coverage as is currently provided for each bargaining unit member at 100% paid.

The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Board, bargaining unit member or beneficiary of any bargaining unit member.

The Board shall purchase from a carrier licensed by the State of Ohio group term life insurance for each bargaining unit member equal to \$30,000, provided that said insurance is available for each bargaining unit member pursuant to the conditions set by the insurance provider. A member shall have the option of purchasing additional insurance at his/her own expense pursuant to the limits set by the insurance provider.

The Board shall only be required to provide insurance coverage for those employees on active pay status. However, employees on approved leaves of absence without pay shall have conversion rights, at the **employee's expense.**

Insurance coverage(s) shall be continued for a bargaining unit member:

1. On leave covered by accumulated sick leave
2. On non FMLA leave not covered by any accumulate sick leave upon his/her payment of the premium. Said premiums will be payable at the beginning of each month at the office of the Treasurer.
3. Members on FMLA are eligible for 12 weeks of insurance coverage.

E. It is agreed and understood by both parties, OAPSE Local 480 and the South Point Board of Education, that any employee hired before July 1, 2002, can switch from the Family Medical Plan to the Single Medical Plan without incurring **any cost. All such employees will be "grand fathered" under the current contract** and the Board will pay the cost of the single plan.

F. Bargaining unit members who are eligible for **the Board's insurance program** may choose to opt-out of the insurance program. Persons who are eligible for this program and choose to opt-out, shall be reimbursed \$1000.00 annually. This reimbursement shall be paid as follows:

This will be paid in two checks at \$500.00 each. The first check will be paid no later than the second payday in December of each year and the second check no later than the second payday in June of each year.

G. Any bargaining unit member who elects to opt-**out of the Board's insurance** program and subsequently loses other insurance coverage through the unemployment of a spouse, the death of a spouse or divorce from a spouse will be permitted to re-**enroll in the Board's insurance program, at the same** contribution rate as if the employee had not opted out, subject to the provisions **of the contract with the Board's carrier a that time.**

Furthermore, any employee who chooses to opt-out shall not receive said first opt-**out payment until they have not been enrolled in the Board's insurance** program for 6 months. In other words, the opt-out payments shall be paid 6 months behind.

2. Dental and Vision Insurance

A. Effective 1/1/96, the Board shall provide dental and vision insurance to bargaining unit employees by implementing a plan equal or similar thereto to the plan in effect upon signing of this reopener of February 14, 2013.

- B. The Board shall pay at a maximum the cost for single coverage during the term of this agreement. A bargaining unit employee may elect to add the family plan coverage at the group enrollment rate by paying all costs over the single coverage rates paid by the Board.

The Board provided 125 plan will incorporate dental and vision if the plan permits.

ARTICLE 14 - HOLIDAYS

1. Scheduled Holidays

The Board of Education agrees to provide all employees in the bargaining unit with the following paid holidays, if they fall within their time of employment with the Board of Education (ORC 3319.087).

- A. New Year's Day - January 1
- B. Martin Luther King Day
- C. Good Friday
- D. Memorial Day
- E. Independence Day - July 4
- F. Labor Day - first Monday in September
- G. Thanksgiving Day - the Thursday proclaimed by the President
- H. Day after Thanksgiving
- I. Christmas Eve - December 24
- J. Christmas Day - December 25
- K. New Years Eve - December 31

2. Additional Holidays

Any additional day declared by the South Point Board of Education as a holiday shall be a paid day.

3. Holidays on Saturday or Sunday

- A. When a holiday falls on a Saturday, the preceding work day, not a holiday, shall be deemed that holiday. Except as provided in Section B below, when a holiday falls on Sunday, the following work day, not a holiday, shall be deemed to be that holiday, providing schools are not in session.
- B. When December 25 falls on Sunday, the holiday shall be moved back to the preceding Thursday, provided school is not in session.
- C. The operation of this Section shall not cause any employee to lose any of the holidays clearly indicated in this Article, in accordance with provisions provided in Sections A and B.

4. Holidays Eligibility

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding and succeeding the holiday to be paid for the holiday.

5. Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, January 1 shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding and succeeding the holiday period.

ARTICLE 15 - VACATION PLAN

1. Eligibility

All employees in the bargaining unit that are employed eleven (11) months or more shall earn paid vacation time under this Article. Vacation benefits are earned based on the **employee's anniversary date of employment.**

2. Paid Vacation

Except as otherwise provided in this Article, paid vacation shall be granted no later than **the employee's anniversary year immediately following the fiscal year in which it is earned.** Where desired by the employee, the paid vacation shall be granted in the **employee's anniversary year in which it is earned.**

3. Accumulation

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

TWELVE-MONTH EMPLOYEES

1 year	11 days vacation
2 through 4 years	13 days vacation
5 through 9 years	15 days vacation
10 years and above	20 days vacation

4. Vacation Pay

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 working in a working status.

5. 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 termination.

6. Vacation Postponement

- A. **If a bargaining unit employee's vacation becomes 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 Board 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 request to receive compensation for all vacation earned and accumulated during the fiscal year.

- B. If, for any reason, a bargaining unit employee is denied a scheduled vacation, he/she shall be compensated at the rate of double time and one-half (2 1/2) for all hours worked during the scheduled vacation period. In such a case, the employee shall suffer no reduction in the paid vacation days due him/her.
- C. 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 may, at the discretion of the Board, be accumulated for use in the following year or be paid for in cash or transferred to sick leave accumulation.

7. Vacation Carry-Over

Except as provided in Section C above, any employee in the bargaining unit who has been employed for more than one (1) year may request to carry over five (5) days of vacation to the following fiscal year. Any bargaining unit employee who has been employed more than five (5) years may request to carry over ten (10) days of earned vacation to the following fiscal year. Any employee in the bargaining unit who has been employed more than ten (10) years may request to carry over fifteen (15) days of earned vacation to the following fiscal year.

8. Holidays

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

9. Vacation Scheduling

Vacation shall be scheduled at times requested by bargaining unit employees provided a three week notification is given to the Superintendent and in accordance with the other restrictions set forth herein. In emergency situations the three week notification may be waived by the Superintendent at his discretion. Said exercise of discretion by the Superintendent is final. A vacation request signed by the Superintendent shall serve as **the employee's written approval.**

- A. A maximum of one maintenance employee shall be permitted to be on scheduled vacation at the same time. A maximum of one custodian for each building shall be permitted to be on scheduled vacation at the same time.
- B. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest bargaining unit seniority shall be given his/her preference.

10. Interruption of Vacation

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by his agreement without a

return to active service, provided the employee supplies immediate notice and verification regarding the basis for such interruption or termination.

ARTICLE 16 - LEAVES

1. Bereavement Leave

Employees shall be granted a leave with full pay in the event of the death of any **member of the employee's immediate family. The leave shall be for a period of one (1) to five (5) days** as reasonably determined as necessary by the Superintendent. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the employee. This leave shall be charged to sick leave under ORC.

2. 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 Board shall pay the employee the difference, if any, between the amount received for jury duty and the employees regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which an employee in the bargaining unit whose regular assigned shift commences at 4:00 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.

3. 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.

4. Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave between January 1 and December 31 for the following reasons:

- A. Because of the birth and/or to care for a new born or recently adopted child;
- B. For a placement of a son or daughter with the bargaining unit member for adoption or foster care;
- C. To care for a seriously ill spouse, child or parent; or
- D. Because of their own serious health condition.
- E. Bargaining unit members must give the program Director or his designee at least a thirty (30) day notice when the need for leave is foreseeable, or as much

notice as is practicable if the need for leave is not foreseeable thirty (30) days in advance.

The Board observes a rolling twelve (12) month period or year for determining Family Medical Leave. The twelve (12) month period starts when a bargaining unit member applies for FMLA and goes back twelve (12) months for determining eligibility and forward from date of application for leave twelve (12) months for the 12 weeks of leave usage.

5. Adoptive Leave

An employee who is adopting a child shall be entitled to ten (10) days of unpaid leave for the purpose of processing the adoption.

6. Parental Leave

An employee shall be entitled to ten (10) days of unpaid leave to care for his or her child after the birth or adoption of the child.

7. General Leaves

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the Board and an employee.

ARTICLE 17 - SICK LEAVE

1. Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month. Employees may accumulate sick leave without limit to use for sick leave purposes as set forth in this Article.
2. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to **illness or injury to the employee's immediate family. The immediate family is defined as** husband, wife, mother, father, son, daughter, grandchild, or any other relative living in the immediate household. Requests for sick leave involving a person not defined may **be granted by the employee's building principle or the Superintendent.**
3. Any accumulated sick leave of a person separated from any other public service shall be transferable from within the State of Ohio pursuant to ORC.
4. The Board agrees to pay a bargaining unit member at the rate of \$15.00 above the substitute rate of pay per day for any accrued but unused sick leave days, up to the maximum accrual of fifteen days per year, payable with the first paycheck in July. The bargaining unit member must notify the Treasurer by April 1 if the member wishes to receive this payment. If the Treasurer is not notified, the unused sick leave days will be **added to the member's accumulation.**
5. Members of the bargaining unit will be allowed to donate and transfer a maximum of **three (3) days accumulated sick leave, from the current year's accumulation only, to a** member or members who have exhausted their sick leave due to catastrophic illness.

Catastrophic, for purpose of this article, shall mean an individual suffering a terminal illness or an individual who has an extended hospital stay of six months or more. The Association will advise the bargaining unit members of the need for donated days. Individuals applying for donated sick leave days must have used all their vacation and personal days before receiving any sick leave donations.

Sick leave days shall be donated on a day-for-day basis, with the employee receiving the donated sick leave being compensated at their regular rate of pay, not the rate of pay of the donor. An employee will be considered in paid status on those days the employee receives donated sick leave days for the purposes set forth in the agreement.

Any sick leave days unused by a member receiving donated days will remain in a sick leave balance maintained by the Treasurer, and will be used for the next appropriate request for donated sick leave before any other days will be requested of the bargaining unit members by the local president.

All donations of sick leave shall be voluntary and anonymous. The Union agrees to hold harmless and indemnify the Board for any liability arising out of the application of this Article. The form to be used for the transferring of sick leave shall be attached as Appendix C.

6. The bargaining unit member must have and maintain a one hundred fifty (150) days sick leave balance minimum before he/she can sell back unused sick leave days.

Should any bargaining unit employee accumulate a total of 225 sick days, that employee shall be permitted to sell back any unused sick days accumulated during that particular school year at the rate of \$90.00 per day, up to a maximum of 15 days per year.

ARTICLE 18 - SEVERANCE PAY

1. Severance Pay

Upon retirement, non-certified personnel shall be entitled to receive remuneration for unused sick leave according to the following stipulation.

1. The amount to be paid retiring noncertified personnel shall be determined by multiplying the number of days accumulated unused sick leave by the daily rate, up to a maximum of 50% of 225 days or of unused sick leave days not to exceed 112.5 days payout.
2. The daily rate of pay shall be the employee's annual salary rate at the time of retirement divided by the number of days in their contractual year.
3. Employees hired after June 1, 2011 will have severance pay limited to 50% of 200 days, if they have completed 10 years service with South Point Schools prior to retirement.

ARTICLE 19 - CALAMITY DAY

1. All employees shall be paid their appropriate rate of pay for all days or a part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity. Calamity days shall not be counted as a day worked in calculating total days worked in the year.
2. Calamity days shall be counted as days worked for the purpose of determining the rate of overtime work payment.
3. At least one (1) custodian shall check each building at no extra cost to the Board on a rotation basis.
4. In the event a bargaining unit member does not work on a Calamity day, but receives their appropriate rate of pay pursuant to #1 above, then that bargaining unit member would not receive additional pay if they work on a Calamity make-up day.

However, in the event a bargaining unit member works on a Calamity Day, and receives their appropriate rate of pay pursuant to #1 above, and then the bargaining unit member also works a Calamity make-up day, then the member would also receive their appropriate rate of pay for the hours they work on the Calamity make-up day, with the exception of #3 above.

5. The Board may make up calamity days past state allowed days by adding hours to normal work day.

ARTICLE 20 - LEAVE OF ABSENCE

1. Upon a written request, the Board of Education may grant a leave of absence for a period of not more than two (2) years for education or professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request.
2. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he was on leave.
3. If, after the return of the employee from a leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he is hired by the Board as a regular employee within a year after his employment as a replacement, he shall receive credit for his length of service with the Board during such replacement period.
4. Any credit awarded to an employee mentioned above shall be in compliance with Section 3319.081 of the Ohio Revised Code.
5. Upon notice of return from extended leave, the employee shall be placed on active status within ten (10) days. If the leave is for illness or disability, then the employee shall furnish a medical statement verifying the employee's ability to return to work.
 - A. Upon return from leave, the employee will be returned to the same classification.

- B. Upon an employee returning from a leave of one (1) year or less duration, the employee will be returned to his/her prior position.
 - C. Upon an employee returning from a leave of over one (1) year, he/she will be returned to his/her prior position, if available, and if the same position is not available, then he/she shall be placed by the Superintendent.
6. The employee shall not advance in length of service as far as salary scale is concerned while on such leave.
 7. Any employee absent from work without prior approval and not on an approved leave shall be considered absent without approved leave, and thus, may be subject to disciplinary action, depending upon the circumstances.

ARTICLE 21 – WORKERS’ COMPENSATION

1. **All employee covered under this Agreement are protected under the State Workers’ 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 and an application shall be filed with the Bureau of Workers’ Compensation.**

ARTICLE 22 - PERSONAL DAYS

- (1) Each bargaining unit member shall be granted three (3) unrestricted personal leave days per year. These personal leave days are non cumulative.
- (2) Personal leave shall be granted to allow an employee to meet personal obligations which may not conveniently be taken care of at times other than scheduled work hours.
- (3) Any personal leave day not used during the year shall be converted to sick leave at the end of the contract year, or, at the option of the employee, may be paid at the rate of \$15.00 above the substitute rate of pay per day. Payment will be received by the first **check in July. It will be the Treasurer’s office’s responsibility to provide forms** by the end of April for the bargaining unit member to fill out indicating what they want done with unused sick leave and/or personal days for the school year.

Any individual planning to use such leave shall notify his/her immediate supervisor of such intent as soon in advance as possible. The Board can restrict use of personal leave to one (1) person per classification per building being off on personal leave on any given day, with a maximum of three (3) total of all classifications per building. The employees will be given the day off on a first come - first submitted basis.

- (4) Personal leave days may be used in 1/2 day increments, upon the employee making the request for 1/2 day increments twenty-four (24) hours in advance.

ARTICLE 23 - OAPSE WORKSHOPS

1. The Board agrees to permit all employees to attend OAPSE workshops, approved by the Superintendent, if held on Teacher In service Day and to be paid for such. In order to be paid, employees must sign in at the beginning of the meeting. OAPSE shall keep a record of those attending and turn said record into the Payroll Department on the next scheduled work day. All bargaining unit employees shall be required to be either at their workshop, at their work site, or to be excused by the Superintendent.

ARTICLE 24 - LAYOFF AND RECALL

1. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such layoff.
2. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire, or otherwise vacate a position.
3. Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority with the classification with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the Board shall determine which employee shall be laid off first, according to the operational needs of the District.
4. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:

Bus Drivers	Teachers Aides
Cook	Custodian
Coordinator of Cooks	Library Aides
Electrical Maintenance and Maintenance	Secretaries
Heating and Air Conditioning Maintenance	Mechanic and Mechanic Helper
Instructional Aide	Coordinator of Trans. Van Drivers

5. The Board of Education shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classifications of layoff, employees on probation shall be laid off before any employee in that classification employed under a continuing contract is laid off.
6. Ten (10) days prior to the effective day of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority dates, and classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
 - A. Reasons for the layoff or reduction.

- B. The effective date of the layoff.
 - C. A statement advising the employee of their rights of reinstatement from the layoff.
7. Employees who are laid off in a particular classification and who have at least one year (120 days) of employment experience with the Board in another classification shall have their names added to the other employment classifications seniority list, and shall be permitted to bump into that classification if their District seniority is greater than the least senior person then employed in that classification. The person exercising bumping rights would fill the position of the least senior person they bumped, regardless of duties, hours or shift, provided the person meets minimum requirements for the position.
- If an employee has a one year of experience in more than one classification, the employee will bump to their most previously held classification first, and then, if necessary, could bump into another previously held classifications in order.
- The parties agree that time spent as a substitute does not qualify as experience with the Board for the purposes of this Article. The parties further agree that an employee must have a current Commercial Drivers License to bump into the Bus Drivers classification.
8. For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list and the names of all employees employed under probationary contracts shall be placed on the reinstatement list in the reverse order of layoff. The names of all employees employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.
9. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.
10. The employee's name shall remain on the appropriate list for a period of thirty-six (36) months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority. A notice of reinstatement shall be made by ordinary mail to last known address. Employee has ten (10) days to respond to the Board. If no reply, the Superintendent may remove the employee's name from the seniority list. The employee, while on layoff, shall keep the Superintendent advised of his/her address.
11. Reduction in Hours

Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.

ARTICLE 25 - BID PROCEDURE

1. When a vacancy occurs in a classification or a location assignment and the Board determines to fill the vacancy, it shall be posted in a designated, standard, and

conspicuous place for a period of five (5) work days. Any employee in the bargaining unit may request the vacant position in writing. In selecting the placement employment, the Board shall apply the following formula:

- A. The vacant position shall first be offered to the employees within the department or classification of the position.
- B. If an employee within the same department or classification requests the position in writing, the applying employee with the highest seniority date shall be awarded the position, provided the employee meets the minimum requirements of the position.
- C. The highest seniority date shall **be determined by the employee's last date of hire** by the Board of Education.
- D. If the position is not filled by an employee within the vacant classification or position, it shall then be offered to the applying employee with the highest seniority date with the Board within the bargaining unit classifications, provided the employee meets the minimum requirements of the position.
- E. If any employee is not selected through the above process, the Board may fill the position with a newly hired employee.
- F. The Board agrees to supply the OAPSE President a copy of all bid postings no later than the first day of the posting period.
- G. The Board agrees that once it has been decided to fill a vacancy, it will do so within thirty (30) working days.
- H. The parties agree that all vacancies will be filled in accordance with the provisions of this article, and that vacancies will not be filled by transfers or reassignments within buildings.
- I. Any new employee must be in his/her position for ninety (90) calendar days before being allowed to bid out of their classification.

2. Notice Contents Days

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the primary assigned job site which will specify which building and what locations within the building, as much as is practicable, the number of hours per day, work shift times required by the job days per week and months per year assigned to the position, the adopted salary, and the deadline for filing to fill the vacancy. This notice shall be filled out by the Superintendent or his designee.

3. Filing

Any employee in the bargaining unit may file for the vacancy by submitting written notice to the Superintendent within the filing period. Any employee on leave or vacation may authorize his/her building representative to file on the employee's behalf.

4. Medical Transfer

The Board of Education shall give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related job class, but it shall be constituted only by mutual agreement with OAPSE and concurrence of the employee. The Board shall determine whether work is available. This provision, when exercised, shall supersede the requirements of notice and filling of vacancies.

5. In the event two (2) or more employees have identical seniority, the employee to fill the position shall be selected by lot.

ARTICLE 26 - BUS ROUTES

1. The Board agrees that bus runs shall be posted for bid in a conspicuous place at the first day of school opening, providing bus runs are changed, vacancies occur, or new runs are formed.
2. Bus runs will be listed according to route number and approximate miles and time.
3. Drivers may retain previous year's runs for the first fifteen (15) school days. The Board has the right to establish the routes.
4. Bid runs shall be awarded to the employee holding the highest seniority date bidding on a given bus run. Bid runs may be effective on the sixteenth (16th) school day. Dead head shall be kept to four (4) miles one way unless approved by the Board.
5. In the event at some later date (after initial bids are accepted), a new run or a run becomes available because of a driver's termination of employment, it shall be posted for a period of five (5) days and bid accordance with the above bid procedure.
6. Whenever possible, extra trips shall be posted five (5) days in advance and shall be awarded on a rotated basis from a posted seniority list.
7. If a driver does not desire extra trips, he shall have the option of withdrawing his name from the rotation list. However, if the driver remains on the list, there shall be no trading of positions on the list, and if the extra run is refused for any reason, the driver's name shall be placed at the back of the list.
8. If any eligible regular driver desires an extra run, they shall have the option to select that run over their regular daily run. (Extra trips are those trips sponsored by the Board.)
9. After a run has been accepted, no extra trips shall be added without additional compensation. However, additional stops are permitted without additional compensation. This applies to extra trips only.
10. It is understood that all buses must be kept in good driving condition and shall be inspected prior to the opening of school. No driver shall be requested to drive an unsafe bus.

11. Only those drivers that are in the bargaining unit shall be assigned to any route or extra trip, if available.
12. Bid routes shall remain in effect for the balance of the school year that bids are accepted for.
13. Extra trip compensation shall be according to the following:
 - A. Bus drivers are paid for forty (40) hours per week, while it is understood that their normal work day consists of approximately five(5)hours per day.
 - B. Except for extra runs, bus drivers will not receive extra compensation until more than forty (40) hours of service per week is completed even if the daily work exceeds five (5) hour per day.
 - C. Bus drivers taking extra trips shall be compensated for such extra trips by being paid their normal hourly rate (gross weekly pay divided by forty (40) hours) for actual time performing service. Upon an extra trip causing a driver to perform more than forty (40) hours in one work week of actual service, the driver shall be paid at one and one-half (1 ½) times his hourly rates as described above.
 - D. If it is determined that any extra trip may cause a driver to exceed forty (40) hours service in one week, then the run may be given to the next eligible driver.
 - E. Should a driver select an extra trip during the day which is taken in place of the **driver's normal route, the extra compensation shall begin once the driver** exceeds five (5) hours actual service on that particular day.
 - F. Minimum compensation for extra trips shall be according to the following zones:

1	25.00
2	30.00
3	35.00
4	40.00
5	45.00
6	50.00
7	55.00
8	60.00
 - G. In District zone runs, being any run within the physical boundaries of the District, during the regular school day shall be assigned on a rotation basis. Any In-District run taken when school is not in session shall be paid at the rate of Zone 1.
 - H. Except for emergency situations, a driver must provide **forty-eight (48) hours'** notice to withdraw their acceptance of an extra run.
 - I. Except for emergency situations, a driver who does not show up for an extra run will be docked two (2) hours.
 - J. In the event a driver shows up for an extra run that was canceled but notice was not given of the cancellation, the driver shall be paid at the rate of two (2) hours.

- K. Should a driver select an extra trip during the day in **place of the driver's normal route, the driver's pay will only be docked the amount paid for a substitute driver to run the driver's route.**
- L. A maximum of four (4) In-District, building to building, trips per school year shall be assigned on a rotation basis to bus drivers. A five (5) day notice shall be given in advance, if at all possible. Any In-District trip, building to building, exceeding four (4) events shall be paid at Zone 1 rate of pay.

ARTICLE 27 - EMPLOYMENT OF RETIREES

- 1. The South Point Local School District Board of Education defines a retiree a non-teaching staff member who has retired through the State Employees Retirement System (SERS) and is receiving a monthly stipend from said retirement system.
 - A. This Article specifically waives the contract sequences and rights for non-teaching employees under ORC 3319.81
 - 1. All contracts with retirees shall be for up to one (1) year only.
 - 2. Retirees will not receive a notice of non-renewal of their contract on an annual basis. Retirees will reapply for employment each year.
 - B. Retirees will be laid off or reduced in force prior to any other regular full-time employees in the classification. The benefits of Article 18 do not apply to retirees.
 - C. Retirees will earn sick leave under Article 17 – Sick Leave, but have no rights to transfer sick leave under ORC 3319.141 or accumulate more than fifteen (15) days of sick leave. Retirees shall be entitled to personal leave under Article 12.
 - D. Retirees who are employed shall not be eligible for hospital, surgical, prescription, major medical benefits provided under Article 13 of the collective bargaining agreement. The retiree will be required to obtain insurance through SERS. If SERS mandates that the South Point Board of Education provide the insurance, the insurance will be provided by the District as it would be any employee under a single plan.
 - E. Retirees accumulate no seniority for the purpose of bidding on positions and are not able to grieve the failure to be awarded a bid in another position for which they were employed. The Board will comply with Article 25 of the OAPSE Agreement.
 - F. A newly employed retiree shall be placed by the Superintendent of Schools in the job classification at Step 1 of the current contract and remain there during their employment.
 - G. Retirement from the South Point Local Schools shall constitute a break in employment.

- H. Re-employed retirees may be employed for a one-year limited contract. A retiree shall not be eligible for a continuing contract as provided by ORC Section 3319.081. A retiree's contract shall expire at the end of its term without Board action to non renew under ORC Section 3319. If employed in consecutive years, they will not qualify for a continuing contract of multi-year contract.
- I. Such retiree is not eligible to receive an additional severance payment upon leaving employment with the District, nor will he/she accrue seniority.
- J. Subject to the provisions in the article, the retiree shall be a member of the bargaining unit, and entitled to all the rights and benefits under the OAPSE contract.
 - 1. If any state adopted legislation would adversely affect this article, the parties will meet to discuss alternates.
 - 2. This Article does not confer on any bargaining unit member the right to re-employment with the school District once they have retired. Further, this Article supersedes all pertinent sections of the Ohio Revised Code as to employment of non-teaching positions unless made a part of this Agreement. This Article is not grievable by a retired rehire under Article 29 Grievance Procedure of the Agreement.

ARTICLE 28 - DISCIPLINARY ACTION

1. Exclusive Procedure

Discipline shall be imposed upon bargaining unit employees only pursuant to this Article.

2. Disciplinary Procedure

- A. Discipline shall be imposed on permanent employees of the bargaining unit only for just cause. Disciplinary action may include, but is not limited to, verbal warning, written reprimand, suspension, and dismissal. Employees shall have the right to one (1) Union Representative of their choice at all levels of discipline.

Discipline action may be initiated at the appropriate disciplinary level and is not required to be progressive in every situation. The level of discipline would depend upon the circumstances as they exist in the particular situation.

- B. When the supervisor deems it appropriate, initial discipline for any action shall be a warning or a reprimand and the employee may be given the opportunity to correct the deficiency or problem without incurring further disciplinary action.
- C. Disciplinary action shall be initiated within ninety (90) days of the date the employer becomes aware of (or reasonably should have become aware of) the act causing the discipline.

- D. When the Employer imposes any disciplinary punishment beyond a warning or reprimand, notice of such discipline shall be made in writing and served in person and signed by said person or by registered or certified mail upon the employee. The notice shall indicate:
1. The specific charges against the employee which shall include times, dates, and location of chargeable actions or omissions.
 2. The penalty proposed.
 3. **A statement of the employee's right to make use of the grievances** procedure to dispute the charges or the proposed penalty.
- E. An employee who is disciplined at a level beyond a warning or a reprimand shall have the right to a pre-disciplinary hearing with the superintendent or his designee. The hearing shall be scheduled as soon as reasonably possible. Employees shall have the right to one (1) representative of his/her choice at the hearing. Prior to the date the hearing is initially scheduled, any temporary suspension shall be with pay. Should the employee request a continuance of the hearing, any temporary suspension beyond the initial date set for the hearing may be without pay.

3. Disciplinary Grievance

- A. Any discipline beyond warning shall be subject to the grievance procedure of this Agreement and the employee, at his/her option, may commence review at Step 4, (Board of Education). Written reprimand cannot be grieved beyond Step 4.
- B. The grievance meeting with the Board shall be held within seven (7) days of submission of the grievance and a written response shall be made within three (3) days of the meeting.

4. Disciplinary Settlements

A disciplinary grievance may be settled at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable opportunity to have his/her building representative review the proposed settlement before approving the settlement in writing.

5. Response to Warning

Upon an employee being disciplined by a warning, with a notation in the employee's file, the employee may submit a statement to his/her file in response to the warning.

ARTICLE 29 - GRIEVANCE PROCEDURE

1. Definition

A grievance is defined as any complaint of an employee, employees, or OAPSE involving the interpretation, application, or alleged violation of this Agreement or a violation application, or interpretation of any law, Board policy, rule, regulation, or practice. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

2. Procedure

Grievances shall be handled in the following manner:

A. Step One

An aggrieved employee may present directly, or through one (1) Union Representative of his/her choice, his/her grievance to his/her immediate supervisor. The grievance shall be submitted orally. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two.

B. Step Two

An aggrieved employee may present directly, or through one (1) Union Representative of his/her choice, his/her grievance to his/her immediate supervisor in writing. If the grievance is not satisfactorily adjusted within five (5) working days after the submission of the grievance, the immediate supervisor, within five working days after the submission of the grievance, shall reduce to writing his/her response to the grievance.

At Step Two of the grievance procedure, the grievant may elect in writing to represent himself/herself rather than have OAPSE provide representation. If the grievant elects to represent himself/herself at this Step, or at any later Step, OAPSE shall be relieved of any further obligation to share in any further expense of the grievance procedure including the cost of arbitration.

C. Step Three

If the grievance is not satisfactorily adjusted at Step Two or if the procedures called for at Step Two are not followed, OAPSE may submit the grievance in writing to the Superintendent within five (5) working days of the receipt of the response at Step Two or within five (5) days after the time periods called for in Step Two have passed. Within five (5) working days of the receipt of the grievance at Step Three, the Superintendent or his/her designee will meet with the grievant and one (1) Union Representative of his/her choice in an attempt to resolve the grievance. Within five (5) working days after this meeting, the Superintendent shall deliver to the grievant and the OAPSE President the response of the grievance.

D. Step Four

If the grievance is not satisfactorily adjusted at Step Three, or if the procedures called for at Step Three are not followed, OAPSE shall have the right to appeal the dispute to the South Point Local Board of Education within five (5) working days of the receipt of the answer in Step Three or within five (5) days after the time periods called for in Step Three have passed. The appeal must be filed with the Treasurer of the Board of Education and the appeal shall be placed on the agenda for the next regularly scheduled Board meeting. The grievant and the OAPSE President shall be notified at least five (5) working days prior to the Board meeting. All grievances shall be held in executive session unless requested by the grievant or the OAPSE representative. Within five (5) days of the meeting, the Board shall provide the aggrieved with a written response stating the position of the board and suggestions for resolution of the grievance.

E. Arbitration

In the event that the grievance is not satisfactorily adjusted at Step Four, OAPSE may submit a request in writing that the grievance be submitted to arbitration. The request shall be made within five (5) working days of the receipt of the response at Step Four or the attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by the FMCS or AMS (Arbitration Mediation Service).

The costs of arbitration shall be split between the two parties.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining agreement, nor add to, detract from, or modify the language therein arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. Nor shall the arbitrator have any authority to rule contrary to law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations or opinion which are not directly essential to reaching his/her decision.

3. Group Grievances

If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step Three. If the grievance involves employees, not all of whom have the same supervision at Step Three, the grievance may be submitted at Step Four.

4. Waiver

Any claimed grievance not filed within ten (10) days of the act or occurrence causing such claim shall mean the grievance is deemed waived.

5. Employee Processed Grievance

An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of OAPSE as long as the adjustment is not

inconsistent with the terms of this Agreement. OAPSE shall be provided copies of any grievances filed by employees directly and any responses by the District. Prior to the resolution of the grievance, OAPSE shall be provided with a copy of the proposed resolution for review. OAPSE shall be given an opportunity to file a written response to the proposed resolution. Any settlement reached without the agreement of the Union shall not be binding upon other employees.

6. Disciplinary Grievances

Grievances involving disciplinary action by the Board shall be handled in the same manner as all other grievances with the following exceptions:

- A. A disciplinary grievance may be initiated at Step Four at the option of the employee.
- B. Disciplinary arbitrators shall confine themselves to determination of whether just cause existed. Disciplinary arbitrators shall not add to, subtract from, or modify **the provisions of this Agreement. The disciplinary arbitrator's decision** shall be final and binding upon the parties subject to the provisions of the Ohio Revised Code. The disciplinary arbitrator may approve, disapprove, or take any other appropriate action warranted under the circumstances including, but not limited to, ordering reinstatement and back pay for all or part of any period of suspension.

7. Grievance Witnesses

The Board shall make available for testimony in connection with the grievance procedure, and Board employees whose appearance is requested by the grievant or OAPSE. Any employee witnesses required to appear in connection with this Article shall suffer no loss of pay.

8. Grievance Processing During Regular Working Hours

The grievant and the OAPSE representative shall be entitled to process a grievance during normal working hours with no loss of pay or benefits.

9. Separate Grievance File

All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by the employee, the OAPSE representative, and those management supervisory and confidential employees directly involved in the grievance procedure.

ARTICLE 30 - WORKING CONDITIONS

1. Vehicle Unavailability

Whenever, as a result of the unavailability of appropriate Board vehicles due to mechanical or other malfunctions, a bus driver regularly scheduled to work is unable to work, he/she shall receive pay at the rate he/she would receive for working that day.

2. The Board agrees that student work program, established by the Board, shall not infringe on the rights of the bargaining unit.
3. The Board shall provide passage to school activities and athletic events. Employees shall enter at the pass gate, if applicable to the activity or event, and sign the pass sheet.
4. The Board agrees to payroll deduct appropriate state income tax for bargaining unit members residing in contiguous states, if the employee submits a written request.

ARTICLE 31 - SAFETY

1. District Compliance

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

2. Discrimination

No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 1.

ARTICLE 32 - TRAINING

1. In-Service Training Program

The Board shall provide a program of In-service for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit.

2. Training Advisory Committee

A training advisory committee composed of three (3) employees in the bargaining unit to be selected by OAPSE and three (3) members appointed by the Board shall be formed. The purpose of the advisory committee will be to plan In-service training programs, to monitor the programs, and to provide recommendations concerning improvement of the programs. Bargaining unit employees shall be granted reasonable release time to carry out the committee obligations.

3. In-Service Training Time

If in-service training takes place during regular working hours, there will be no loss of pay or benefits to employees.

4. Reimbursement for Tuition

The Board shall reimburse employees for the tuition costs of any and all training programs approved by the Board of Education.

ARTICLE 33 - CONTRACTING AND BARGAINING-UNIT WORK

1. Restriction on Contracting Out

During the life of this Agreement, the Board agrees that it will not contract out work which has been customarily and routinely performed by employees in the bargaining unit covered by this Agreement unless OAPSE specifically agrees to same or contract is specifically required by the Education Code.

2. Notice of OAPSE

No contract for service which directly affects employees in the bargaining unit shall be let until OAPSE has been provided five (5) days advance notice of the award.

3. Bargaining Unit Work

No supervisory or management employee may perform any work within the job description of a bargaining unit employee, only in emergencies.

ARTICLE 34 - SEVERABILITY

1. Savings Clause

If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the Board which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as the law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portion which shall continue in full force and effect.

2. Replacement for Several Provisions

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 35 - NO STRIKE, NO LOCKOUT

1. There shall be no strike, slow down, or work stoppage sanctioned by the Association for the duration of this Agreement.

2. The Employer agrees to not lock out employees or prohibit employees from performing their jobs during the pendency of this Agreement.

ARTICLE 36 - WAGES

1. All bargaining unit employees shall receive an across the board increase of three (3%) percent on wages for the school year beginning July 1, 2015. All bargaining unit employees shall receive an across the board increase of two percent (2%) on wages for the school year beginning July 1, 2016. All bargaining unit employees shall receive an across the board increase of two percent (2%) on wages for the school year beginning July 1, 2017.

New increments added for Maintenance, Bus Mechanic and Mechanic Helper – reflected in new hourly rates schedule.

Additional \$0.02 added to cooks hourly rates – reflected in the hourly rate schedule. Longevity pay for employees with over twenty-five (25) years of service in the amount of one hundred dollars (\$100.00) annually, starting with the 2015-2016 contract year.

2. The yearly salary schedule will be calculated on an hourly rate. It is not the intent of the Board of Education to reduce hours due to the change.
3. The number of days service required by each classification is as follows:

Teacher’s Aides	170 days plus 9 holiday	=	179days
SBH Teacher’s Aides	178 days plus 9 holiday	=	187 days
Library Aides	178 days plus 9 holiday	=	187 days
Instructional Aides	178 days plus 9 holiday	=	187 days
9-month employee	180 days plus 10 holiday	=	190 days
11-month employee	229 days plus 11 holiday	=	240 days
10-month employee	200 days plus 10 holiday	=	210 days
12-month employee	249 days plus 11 holiday	=	260 days
Office Aides	178 days plus 9 holiday	=	187 days

4. Head custodians who are appointed by the Board at its discretion shall receive additional pay per month at the following rates:

High School	\$50.00
Middle School	\$50.00
Elementary School	\$50.00
Burlington	\$50.00

5. Head Cooks who are appointed by the board shall receive additional pay per month at the following rate: \$90.00
6. The employer agrees to pay \$47.50 to each bus driver as and for reimbursement of actual expenses for the CDL license. Application for reimbursement shall be made prior to the actual expenditure. The employer agrees to pay the cost of fingerprinting and abstracts.
7. Any wage provisions not altered herein shall remain as existed prior to Agreement.
8. The mechanic helper shall be paid the hourly rate of \$13.17 per hour. The mechanics helper shall also receive a \$.75 increase at step 5 which shall be created.

ARTICLE 37 -DURATION

A. Length of Agreement

This Agreement shall become effective on July 1, 2015 and shall continue in effect to and including June 30, 2018 and from year to year thereafter unless alteration or amendment is requested in writing in accordance with the Negotiations Article.

Signed and entered into this _____ day of _____ 2015.

FOR THE BOARD

FOR THE UNION

APPENDIX A
South Point Local School District
302 High Street
South Point, OH. 45680

Job Vacancy Bid Form
Non-certified Personnel

(One request per vacancy)

Persons interested in applying for vacant positions must be regular or substitute employees or have an application for employment on file. Requests must be in writing for specific vacancies at the time they are advertised. This form must be received in the Superintendent's office on or before the closing date no later than 3:00 p.m.

(Please print and complete all blanks)

Name _____

Address _____

Phone _____

Regular Employees Present Position _____

Present Location _____

Are You A Substitute ___ Yes ___ No Classification _____

Position Requested _____

School Location _____

Signature

Date

Request Period Ends _____

OFFICE USE ONLY

Date Submitted:

Time Received:

Seniority Date:

APPENDIX B

TRANSFER OF SICK LEAVE

Date _____

I, _____, wish to voluntarily transfer _____
day(s) of my accumulated sick leave to _____ for use on _____

(Month, day, year)

Signature _____

Approved by the Superintendent

Date: _____

ARTICLE 37 -DURATION

A. Length of Agreement

This Agreement shall become effective on July 1, 2015 and shall continue in effect to and including June 30, 2018 and from year to year thereafter unless alteration or amendment is requested in writing in accordance with the Negotiations Article.

Signed and entered into this ____ day of _____ 2015.

FOR THE BOARD

Mark Christian 9/14/15

Teresa Baker

Terrell Blevins

Tom Kearney

Jacque Tyler

Jack Walker

FOR THE UNION

Karen Bailey 9-11-15

Mike Conley

James E. Norris Jr.

J. B. [Signature]