

STATE EMPLOYMENT  
RELATIONS BOARD

# NEGOTIATED AGREEMENT

2015 DEC 28 P 1:37

between the

EDISON LOCAL  
BOARD OF EDUCATION

**K 32889**  
**1207-02**

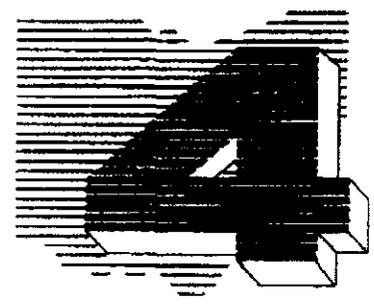
and the

**15-MED-03-0184**

OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES/AFSCME LOCAL #4/AFL-CIO

and its

LOCAL #035



OAPSE/AFSCME Local 4/AFL-CIO

Effective July 1, 2015, through June 30, 2018

Edison Local Schools  
14890 State Route 213  
Hammondsville, OH 43930

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**ARTICLE 1— RECOGNITION**

The Board of Education of the Edison Local School District, hereinafter referred to as the "Board", and the Ohio Association of Public School Employees, AFSCME Local #4 (AFL-CIO) and OAPSE Chapter 35, hereinafter referred to as the "Union" agree as follows:

A. Bargaining Agent

The Board recognizes the Union as the sole and exclusive bargaining agent for employees as defined in Article 1, Section B for the terms of this Agreement.

B. The Bargaining Unit

1. The bargaining unit shall include all regular non-teaching employees (hereafter referred to as "classified employees" or "employees"). The following positions are excluded from the bargaining unit:

- Cafeteria Supervisor
- Executive Secretaries — Supt.
- Executive Secretaries — Asst. Supt.
- Executive Secretaries — Curriculum Director
- Maintenance Supervisor
- Transportation Supervisor
- Treasurer
- Asst. Treas. or Computer Operator (Treas. Office)
- Secretary to the Treasurer
- EMIS Coordinator
- Assistant Technology Coordinator (Technology Coordinator Aide)
- Other Supervisory/Confidential as defined in Chapter 4117

**ARTICLE 2 --- MANAGEMENT RIGHTS CLAUSE**

- A. Except as otherwise expressly provided in a specific provision of this Agreement, the Board of Education reserves and retains to it and the Administration all management rights under Ohio and Federal law to manage, direct, and control the operation of the School District. These rights include, but are not limited to:

1. Determination of the qualifications and standards for initial employment (in the job classification);
2. The hiring, promotion, assignment and direction of employees;
3. Suspension, discharge, or other disciplinary action against employees for reason;
4. Determination of the methods, means and personnel by which school district operations are to be conducted;
5. Determination of work hours and the scheduling and re-scheduling of employees for work;
6. Implementation and modification of work rules for employees.

- B. The exercise of the foregoing powers, rights, authority, and duties and responsibilities of management and the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this written Agreement.
- C. No outside contractor, supervisory or managerial employees, substitutes, volunteers, temporary or casual employees, or other employees of the Board of Education outside the bargaining unit may be used to eliminate an existing employee's job or to reduce the regular work hours of an existing employee. However, the Board may use outside contractors, managerial or supervisory employees, substitutes, volunteers, temporary or casual employees, or other employees outside of the bargaining unit to perform bargaining unit work as they have done in the past for temporary or seasonal work for special skilled work, for the purpose of training, experimentation, inspection, or quality control, or in situations in which a qualified bargaining unit employee is not readily available.

Note: Definition of existing employee — an employee on active duty or on the RIF recall list.

### **ARTICLE 3 — NEGOTIATIONS PROCEDURE AND IMPASSE**

- A. Pursuant to Section 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C) (2) — (6) and any other procedures to the contrary.
- B. The duty to bargain between the Board and the Union shall be limited to matters of wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining Agreement. The obligation to bargain does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.
- C. The collective bargaining representatives of each party shall consist of no more than nine (9) individuals. Each team shall have a spokesperson who shall conduct negotiations on behalf of the team unless the specific team's spokesperson requests that another member of the team speak on an issue.
- D. Negotiations may be initiated by either the Union or the Board by notifying the other party in writing not earlier than one hundred and twenty (120) calendar days, nor later than ninety (90) calendar days, before the expiration of this Agreement.
- E. Within fifteen (15) days of the request or on such other date as is mutually agreed upon by the parties, the parties shall meet and submit full proposals in writing. No additional items may be added to future meetings without mutual consent.
- F. The Board and the Union, upon specific written request from the other, shall furnish information in existing form within a reasonable time from the request that reasonably

may be expected to assist the requesting party in making a proposal, a counterproposal or a response to a proposal which is a legitimate subject of bargaining.

G. While negotiations are in progress the following are in effect.

1. Caucus — The chairman of either group may recess his group for independent caucus of reasonable duration at any time.
2. Protocol — No action to coerce, or censor, or penalize any negotiations participant shall be made or implied by any other member as a result of participation in the negotiation process.
3. Item Agreement — As negotiation items receive tentative agreement, they shall be reduced to writing, dated and initialed by each party.
4. Schedule of Meetings — Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

H. When a complete Agreement is reached, each party's representatives shall recommend the adoption of such Agreement to the appropriate bodies. When approved by the Union and the Board, the Agreement shall be a binding Collective Bargaining Agreement and shall supersede any Board policy, rule or regulation. If any specific provision of this Agreement is invalidated by court ruling by a court of competent jurisdiction or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement.

I. If tentative agreement is not reached on unresolved issues, either party may declare a bargaining impasse. Within five (5) days of declaration of impasse, either party may contact the Federal Mediation and Conciliation Service (FMCS) and request the assistance of a mediator. Mediation, as described herein, constitutes the parties' dispute resolution procedure as mentioned in Article 3, Section A.

J. Nothing in this Article shall be read to prohibit the Union, after ten days written notice, from striking after expiration of the current agreement, in accordance with O.R.C. Section 4117.14(D)(2).

K. "Days" when used in this Article means calendar days.

L. There shall be two signed copies of any final agreement. One copy shall be retained by the employer and one copy by the Union. Within thirty (30) days after the execution of this contract, the Board of Education shall pay OAPSE to print or duplicate and provide, to the designated officer of OAPSE, the number of copies of this contract as requested by said officer and the Board of Education. The Union shall determine the distribution method to its members.

## ARTICLE 4 — RIGHTS OF INDIVIDUALS

Nothing in this document shall prohibit any classified employee from presenting views or grievances which affect his status in the District to the Superintendent in accordance with established procedure. Negotiations, however, shall be conducted according to this document.

### A. Right To Join Or Not Join

It is further recognized that personnel have the right to join, or not join, the Union, and that membership shall not be a prerequisite for employment or continuation of employment of any of the staff.

### B. Non-Discrimination

The parties have agreed that they will work together to prevent any discrimination as to race, creed, color, national origin, or ancestry, or sex in hiring practices and assignment to jobs and selection for upgrading.

## ARTICLE 5 — GRIEVANCE PROCEDURE

### A. Grievance Policy

The Edison Local Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of school employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

### B. Grievance Defined

A grievance is a complaint, involving the violation, interpretation or application of (a) this written Agreement; (b) individual employee contracts; (c) established Board policy; and (d) administrative rules or regulations. A copy of the grievance forms is attached as Appendix J.

### C. Parties in Interest

The lodging of any grievance shall be the right of an individual employee, group of employees (all members participating in a group grievance must sign that grievance), or the Union. Grievant shall have the right to be represented at any grievance hearing only by a representative of the Union.

1. Grievance Procedure — Step One

Any employee having a grievance shall first discuss such grievance with his/her immediate supervisor.

Cooks	Building Principal/Cafeteria Supervisor
Custodian	Building Principal
Secretaries	Building Principal
Bus Drivers	Transportation Supervisor
Bus Mechanics	Transportation Supervisor
Night Building Cleaners	Building Principal
Paraprofessionals	Building Principal

2. Grievance Procedure — Step Two

If the discussion does not resolve the grievance to the satisfaction of the grievant(s) such grievant(s) shall have the right to file a written copy of the grievance with the Superintendent.

If such grievance is not lodged within thirty calendar days following the act or condition which is the basis of said grievance, said grievance shall no longer exist.

The written grievance shall be on a standard form agreed to by both parties and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the Agreement, contract, policy, rule or regulation allegedly violated, misinterpreted or misapplied, and the requested remedy.

The grievant shall have the right to request a hearing before the Superintendent. Such hearing shall be conducted within fourteen (14) days after the receipt of such request. The grievant shall be advised in writing of the time, place, and date of such hearing. The Superintendent shall take action on the grievance within seven (7) days after the receipt of said grievance, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the immediate supervisor, and the President of the Union.

3. Grievance Procedure — Step Three

If the action of the Superintendent does not resolve a grievance involving the violation, interpretation, or application of this written agreement to the satisfaction of the grievant, such grievant may appeal in writing to the Board of Education. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board of Education. Failure to file such appeal within five (5) working days from receipt of the Superintendent's written decision shall be deemed a waiver of the right of appeal. The Superintendent shall place

the matter on the agenda for the next regular meeting of the Board of Education, which is held more than five (5) work days after receipt of the grievance. The Board of Education shall act upon such appeal no later than the following regular meeting. The Board of Education's action shall be based upon the arguments presented by the Superintendent and the arguments presented by or on behalf of the grievant. Copies of the Board's decision shall be sent to the grievant, Superintendent and immediate supervisor, and the president of the Union.

4. Grievance Procedure – Step Four (Mediation):

If the grievance is not resolved to the grievant or Union's satisfaction at Step Three of the grievance process, the Union, within five (5) working days of receipt of the Board's answer at Step Three, shall appeal the grievance to mediation by requesting the Federal Mediation and Conciliation Service to appoint a mediator to conduct a grievance mediation session. The session shall be mutually scheduled between the Union and the Board. The mediator shall attempt to resolve the dispute and may make recommendations to the parties regarding the settlement of the dispute. The recommendation(s) of the mediator are not final or binding nor may they be relied upon at Step Five (arbitration) and any settlements of the grievance at this step shall be based on mutual agreement of the parties. If a mutual agreement is not reached during mediation, the Union may appeal the grievance to Step Five (arbitration) of the grievance procedure.

5. Grievance Procedure — Arbitration Step Five

Any grievance which is not resolved pursuant to the procedures set forth in Article 5, Step Four (Mediation) of Grievance Procedure may be referred to an arbitrator in accordance with the procedure hereinafter set forth. The Union may institute arbitration proceedings not later than thirty (30) calendar days following the final date of the Step Four mediation. The right to arbitrate any such dispute shall be deemed waived if notice to institute arbitration proceedings is not given by the Union to the District within the thirty (30) calendar days following the final date of the Step Four mediation.

The Union may request the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS) to provide a list of arbitrators. Either party may request a second list of arbitrators, which shall then be the list to be used for purposes of selection of an arbitrator.

If the list is from AAA, the arbitrator shall be selected according to the rules of the AAA. If the list is from FMCS, the alternate strike method shall be used with a coin toss used to determine which party strikes first.

The arbitrator shall not have the authority to add to or subtract from, or in any way modify the provisions of the Agreement.

The decision of the arbitrator made in compliance with the foregoing shall be final and binding upon the parties.

Each party shall pay its own expenses incurred in the arbitration, including payment for time and expenses of its witnesses. All other direct expenses, including the fees and expenses of the arbitrator, shall be borne equally by the Board and the Union.

All arbitration hearings conducted under these provisions shall be in accordance with the appropriate rules and regulations except that the hearings shall be closed to all except the parties, their witnesses and two (2) representatives.

No recordings, transcript or record of the proceedings shall be made by anyone not authorized by the arbitrator.

Copies of all written decisions of grievances shall be sent to all parties involved.

Forms for processing grievances shall be made available through all administrative offices in each building and the central administration office.

**D. Time Limits**

1. Failure of the grievant to submit the grievance to the next step within the time limits set forth in this Article shall result in the grievance being resolved based on the Administration's latest response.
  2. Failure of the Superintendent or Board to respond to a grievance within the time limits set forth in this Article shall result in the grievance being taken to the next step.
  3. "Days" shall mean working days unless otherwise set forth herein.
- E. The initial filing of a grievance, any appeals, and any responses from the Superintendent and Board shall be delivered by certified mail or hand delivered with stamped receipt or written acknowledgment.

**ARTICLE 6 — SICK LEAVE**

Each employee shall have credited for his use 1-1/4 days of sick leave for each completed month of employment. All regular employees whose work year is nine months or more shall be eligible for accumulation of fifteen (15) days sick leave annually. Days so credited shall be cumulative to a total of Two-hundred sixty (260) days for all employees.

Accumulated sick leave may be used according to the provisions of the Ohio Revised Code and as set forth herein.

For the use of sick leave for death in the employee's immediate family, the following definition of immediate family shall apply: spouse, child, step-child, parent, brother, sister, mother-in-law,

father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandson, granddaughter, grandmother, grandfather, aunt, uncle, niece, nephew, or other person residing in the employee's home. Leave so granted shall be limited to a maximum of three (3) days and must be taken within eleven (11) calendar days of the date of death. Up to four (4) additional days may be approved by the Superintendent for travel.

A maximum of one (1) day of accumulated sick leave may be used for the death of a person not a member of the employee's family.

For the use of sick leave for illness in the employee's family, immediate family shall include spouse, children, mother, father, grandparents, other relatives in the household, grandchildren, brother, sister, mother-in-law, father-in-law.

Such leave days in a school year shall be limited to forty (40) days for spouse, children, mother, father, and limited in a school year to twenty (20) days for grandparents, other relatives in the household, grandchildren, brother, sister, mother-in-law, father-in-law. The Superintendent may, at his discretion, grant additional sick leave days as described in this paragraph.

Employees must supply documentation from a licensed doctor for five (5) or more consecutive days used as sick leave, or upon request of the District when it suspects pattern absenteeism. "Pattern absenteeism" means being absent on a regular or routine basis certain days of the week or month, or, being absent on days following holidays or vacations.

Falsification of sick leave is grounds for discipline, up to and including termination.

Any employee who uses no sick leave during the nine (9) week periods shall receive an amount equal to one hundred dollars (\$100.00) at the end of every nine (9) weeks pay as a bonus payable the second pay period following the end of each period.

Sick leave may be used as 1/4 day (zero hours to 1/4 daily hours), 1/2 day (more than 1/4 daily hours to 1/2 daily hours), 3/4 day (more than 1/2 daily hours to 3/4 daily hours), full day (more than 3/4 daily hours to full day).

#### Sick Leave Bank

Any qualified bargaining unit member whose physician has diagnosed him/her with a catastrophic illness or injury and who has exhausted all of his/her accumulated sick, personal, and vacation leave may request through the Superintendent that additional sick leave days (up to a total of fifty (50) days) be transferred to him/her from the Union's Sick Leave Bank, provided:

1. The bargaining unit member requesting the transfer must personally have the catastrophic illness or injury.
2. The bargaining unit member provides written documentation from a licensed physician substantiating s/he has a catastrophic illness or injury.
3. The bargaining unit member requesting the transfer must have fully exhausted his/her own sick, personal, and vacation leave.

4. The Sick Leave Bank has the number of requested days available.
5. The Sick Leave Bank Committee has approved of the loan.
6. The bargaining unit member is qualified for the Sick Leave Bank Donation by having donated at least one (1) day to the Sick Leave Bank during one of the enrollment periods before his/her request for additional sick leave days.
7. No other loan from the Sick Leave Bank has been granted to the bargaining unit member for the same catastrophic illness or injury in the past.

The Sick Leave Bank Committee shall be comprised of the Union President, two bargaining unit members appointed by the Union President, and two individuals appointed by the Superintendent. This Committee shall be appointed annually and is responsible for administration of the Sick Leave Bank, including the tracking of donated and loaned days. The Sick Leave Bank Committee is authorized to only loan up to fifty (50) days to a requesting bargaining unit member. All decisions of the Sick Leave Bank Committee are final. The Committee will communicate with the Treasurer as may be requested.

Bargaining unit members desiring to qualify for the Sick Leave Bank must, before making an application for days, donate at least one (1) day to the Sick Leave Bank during one of the following annual enrollment periods:

1. From the start of the school year through October 15.
2. From the last day of school through June 15.

Bargaining unit members may only donate days to the Sick Leave Bank during the enrollment periods provided the donation does not result in the donor member's accumulated sick leave falling below fourteen (14) days. Donated days are not returnable to the donor bargaining unit member. Donation of sick leave shall not count as use of sick leave for the purposes of calculating the attendance incentive payment.

In the event a donee bargaining unit member does not use the total number of days loaned to him/her from the Sick Leave Bank for the catastrophic illness or injury, those unused days will be returned to the Sick Leave Bank.

A donee bargaining unit member shall repay the Sick Leave Bank at the rate of 50% of his/her annual accumulated sick leave or the monetary equivalent at the end of the salary contract year, each year, until the total number of days borrowed has been restored back to the Sick Leave Bank.

A bargaining unit member receiving days from the Sick Leave Bank shall apply for disability retirement should the individual become eligible to apply, in accordance with SERS regulations. The donated days may continue to be used by a bargaining unit member who has applied for disability retirement until the disability retirement takes effect and consistent with SERS regulations.

The Union will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the Union's administration of the sick leave transfer days.

#### **ARTICLE 7 — BEREAVEMENT LEAVE**

An employee will be granted a leave, with full pay, upon the death of a member of the employee's immediate family, defined as spouse, child, step-child, parent, parent-in-law, grandchild, brother and sister. Leave so granted shall be limited to a maximum of three (3) days which must be taken within five (5) calendar days of the date of death. This leave is in addition to the provision contained under sick leave in the contract.

#### **ARTICLE 8 — ASSAULT LEAVE**

- A. An Employee who is required to be absent due to physical disability resulting from an assault which causes physical injury to the employee which requires medical attention, and occurs in the course of Board employment while on duty on school grounds, during school hours or when the employee's attendance at a school sponsored function is required, shall be eligible to receive assault leave.
- B. The employee shall supply a certificate from a licensed physician stating the nature of the disability and its expected duration. The employee shall supply a signed statement on prescribed forms indicating the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault and the facts surrounding the assault.

Upon determination of eligibility by the Board, such leave shall be granted, not to exceed thirty (30) days. Daily wages will be received by the employee while on assault leave. Assault leave will not be charged against sick leave or other leave. All fringe benefits (insurance) will be paid by the Board during assault leave.

#### **ARTICLE 9 — PERSONAL LEAVE POLICY**

A maximum of three (3) days of personal leave shall be granted each school year to each full time member of the classified staff of Edison Local Schools. Personal leave shall be used for personal business which cannot be conducted outside the regular school day. The following restrictions shall apply to the use of personal leave:

1. Personal leave is accumulative up to four (4) days, and may be taken in one half (1/2) day increments. No more than three days can be used consecutively.
2. Personal leave shall not be used to extend vacation or holiday periods during the regular student school year or summer vacation periods or to extend sick leave. A personal day may be approved the day before or the day after a holiday or vacation in case of death or extreme emergency solely at the discretion of the Superintendent. Should an employee request personal leave the day before or after a holiday or vacation for a reason other than death or extreme emergency, and such request is granted by the Superintendent, the personal leave shall be charged at two days for each day used.

3. Whenever possible, application for the use of personal leave shall be made at least one week in advance.
4. All use of personal leave must be approved by the Superintendent. Application to use personal leave must be applied through the KIOSK.
5. Personal leave will require only the reason the personal business cannot be conducted outside of the regular school day. However, if the day requested is the day before or after a holiday or vacation, the employee must provide written verification of the death or extreme emergency along with his/her request.
6. No more than 10% of the employees in each job classification will be granted personal leave on the same day. The Superintendent may waive this restriction at his discretion.
7. For each day or part of a day of personal leave remaining for an employee at the end of the school year, he/she will be granted one day as personal leave then the remaining days will be converted to sick leave for the equal amount of time and the accumulated personal leave days will be extinguished.
8. An employee may have no more than four(4) personal days per year.

#### **ARTICLE 10 — JURY DUTY/COURT LEAVE**

1. 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 employee's 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 1:30 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.
2. Employees shall be released from duty, without loss of pay or benefits, for absence due to the employee's compliance with a subpoena to appear in a court of law, provided that (1) neither the employee nor the Association is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator; and (2) the court appearance is somehow connected with the employee's employment or school activity (for example, where the employee is required to appear as a witness in a lawsuit by a student for personal injuries which occurred in a school activity or where the employee is subpoenaed to be a witness in child custody litigation).
3. Employees subpoenaed to an arbitration hearing on behalf of the Association or the Board will be given court leave.
4. Such leave shall not be deducted from the employee's sick leave or personal leave, except that an employee may use his or her personal leave for an absence required by the court subpoena that does not come within the terms of Paragraph 2. Personal leave in such

circumstances may be used before or after a holiday or vacation period.

### **ARTICLE 11— OTHER LEAVE PROVISIONS**

A. An employee may be absent from regular work assignment under certain specific conditions:

- |                            |  |
|----------------------------|--|
| 1. Approved sick leave     | 6. Paid vacations  |
| 2. Approved personal leave | 7. Leaves of absence approved by the Board   |
| 3. School closings         | 8. Court appearances regarding an event rising due to employment with the Board of Education |
| 4. Jury duty               |  |
| 5. Approved prof. meetings | 9. Bereavement Leave   |

B. Leaves of Absence

1. Unpaid Leave of Absence: The Board may approve a request by an employee for a leave of absence of up to two years. An employee may continue group insurance coverage at his or her full expense while on approved leave.
2. Medical Leave of Absence: An employee who has exhausted his/her sick leave may request an unpaid Medical Leave of Absence. The Board shall not deny any reasonable request for such leave adequately supported by medical documentation. The employee may also request to use all or part of his/her eligible vacation leave before going on the Medical leave. The Board will pay its portion of the health insurance premium for up to three (3) months.
3. Workers Compensation Leave: Workers Compensation benefits shall be determined by state law. The Board will pay its portion of the health insurance premium for up to three (3) months.
4. Pregnancy/Child Care: Notwithstanding any employee's right to use sick leave due to pregnancy, an employee may take an unpaid leave of absence for up to one year for medical reasons related to the pregnancy. The Board will pay its portion of the health insurance premium for up to three(3) months.
5. Family & Medical Leave of Absence:  
  
The Board agrees to abide by the provisions of the Family and Medical Leave Act (FMLA) of 1993. The District shall utilize the FMLA forms issued by the U.S. Department of Labor Wage and Hour Division.
6. Any approved leave covered in this Article shall not constitute a break in the employee's service and the employee shall be credited with all seniority during such leave. Upon return to active employment, the employee shall be returned to the same position in the classification he held when the leave was granted, subject to the provisions of this Agreement on Reduction In Force and bumping.

7. If an employee goes on leave of absence, and it is known that the leave will be at least one semester (90 school days), or for twelve month employees, at least six months, the position will be posted for bid. The bid will be a temporary assignment. When the regular employee returns from leave, the bid employee will return to his original position.

## ARTICLE 12 — SENIORITY

### A. Seniority — Definitions

1. Seniority shall be defined as an employee's length of continuous service in his job classification from the employee's most recent date of entry into the job classification as a regular employee.
2. Job classification shall be defined as:

Paraprofessional Librarians	Mechanics
Paraprofessional Aides	Night Building Cleaners
Bus Drivers	Custodians
Cooks	Secretaries

### B. Determination of Seniority

An employee shall have seniority in his job classification from the most recent date of his/her employment by the Board in his job classification as a regular employee (Board meeting date). Tie breaking will be done by using the last four numbers of the social security card. The high number will be high on the seniority roster and the low number will be the lowest of the roster.

All current employees having previous service with the Board will maintain their current position on the seniority roster. For those employees hired after July 1, 1996, previous service with the Board will not be considered in the determination of seniority.

Job classification shall correspond with the job classification in Section A-2 of this Article. Seniority shall cease and the employment relationship between the Board and the employee shall end when the employee:

1. Retires;
2. Resigns;
3. Is discharged;
4. Is laid off beyond the period set out in Article 14 (Layoff and Recall Procedures), Section F without being recalled.

### C. New Positions

1. If the Board creates a new classification within the bargaining unit, the Board shall give the Union notice of such fact and the Union shall have the right to

bargain about the wage rate for the new classification.

D. Job Description

At the beginning of each school year, new hires and employees who have changed classification will be furnished a copy of the job description for the employee's classification covered under terms of this Agreement. The Union will also be given a copy of the job description. Each employee and the Union will then be furnished with a copy of the job description at the time any changes are made including the effective date of such change. Whenever a change occurs in the description of a job, the Board agrees to meet with the Union and discuss the effects.

**ARTICLE 13 — JOB POSTING & BID PROCEDURE**

When a vacancy occurs or the Board creates a new position in a job classification, the vacant position shall be posted within thirty (30) calendar days from the date the vacancy occurred, unless the Board abolishes the position. If the position is abolished, the duties of the abolished position shall not be performed by a non-bargaining unit member or substitute employee.

If a vacancy occurs during the last ninety (90) calendar days of the school year, the Superintendent will post the position. If filled by a new hire, the position is "temporary" for the remainder of the school year. Should the Board not abolish the "temporary" position before the beginning of the next school year, the position shall be converted into regular status and the individual who had filled the "temporary" position shall continue his/her probationary period, with time credited for service in the "temporary" position.

Each vacancy shall be posted on the District website and in a conspicuous place for a period of seven (7) calendar days in all Board-owned buildings. When school is not in session, all bargaining unit members will be notified by the 1 call system that the District has posted a vacancy on the District's website, which shall occur within twenty-four (24) hours of the website posting. The notice of vacancy shall contain a complete description of the position including the type of position, qualifications, desired location and time schedule. Bus route postings shall also contain the estimated number of hours.

Any employee, in the job classification, may request the vacant position in writing. When there is an available qualified bidder from inside the bargaining unit, the award shall be made within five (5) working days of the end of the posting period. When there is no available qualified bidder from inside the bargaining unit, the award shall be made within twenty (20) calendar days of the end of the posting period. The successful bidder shall be notified immediately when the award is made. Interested employees must submit written bids to the appropriate supervisor by the end of the posting period. Posting should be performed by the supervisor as soon as possible after the vacancy becomes official. In selecting the replacement employee, the Board shall apply the following formula:

1. If an employee within the same classification requests the position in writing, the employee with the highest seniority date shall be awarded the position. Employees who change positions within the same classification shall be placed on the appropriate step of the salary schedule according to their years of experience.

2. The highest seniority dated shall be determined by the employee's last date of hire, in the job classification, by the Board of Education (Board meeting date).
3. If an employee is not selected through the above process, all present employees in other classifications that apply for the vacancy shall be granted an interview and considered for the vacancy. If a present employee is to be hired, and several possess equal qualifications as determined by the Board, the employee with the most seniority will be hired. Otherwise, the Board may then fill the position with a newly hired employee.
4. A current employee appointed to fill a vacancy or a newly created position shall serve a probationary period not to exceed ninety (90) days. If such employee's performance is unsatisfactory as evaluated by his/her supervisor, he/she may be reassigned to his/her former position at the same hourly rate earned prior to his/her probationary appointment with no loss of seniority. An employee appointed to fill a vacancy may elect to return to his/her former position, at the same hourly rate and with no loss of seniority rights, within ten (10) working days of assuming the vacancy.
5. The Board shall supply the Union president a copy of each position posted, bids received, and awards rendered.

#### **ARTICLE 14 — LAYOFF AND RECALL PROCEDURE**

- A. The Board may determine to lay off employees due to a lack of work, a lack of funds, or abolishment of positions.
- B. In the event of a planned reduction in force, the Board shall notify the Union at least thirty (30) calendar days before any layoffs take effect. Within seven (7) calendar days of such notification, a meeting shall be scheduled between the Board and the Union to discuss the reasons for the layoff, the affected employees and the date of the layoff.
- C. The Board shall lay off employees in any affected classification on the basis of reverse classification seniority.
- D. When an employee is to be laid off, the employee shall have bumping rights within the job classification over all employees with less classification seniority. Any employee bumped shall then have bumping rights within the classification until the least senior person is laid off.
- E. Employees who have worked previously in another classification, and are subject to layoff, may bump a less senior employee in their former classification, providing the following conditions are met:
  1. Employee must have satisfactory experience in the former classification.
  2. The employee must have more classification seniority in the former classification than a less senior employee currently in the former classification. The employee

will be placed on the seniority roster of the former classification with the classification seniority date he/she previously held in that former classification.

3. The employee must be willing to accept the pay scale of the former classification.
- F. The names of laid off employees shall be kept on a recall list by classification for a period of three (3) calendar years from the employee's date of layoff. Vacancies within any classification affected by layoff shall be filled in accordance with the bid procedure in Article 13. During the posting period, the District will temporarily fill the vacant position with the most senior employee on the recall list laid off from that classification. Laid off employees shall be recalled in order of their seniority to a vacancy within their job classification before the position can be filled by an employee from another classification or a new hire. The offer of recall shall be made by written notice sent to the employee at his/her most recent personal e-mail address of record or by certified mail. It is the employee's responsibility to keep the Board informed of his/her up-to-date personal e-mail address and home address and phone number. The employee shall have seven (7) calendar days after the notice is sent to accept the offer of recall and report to work. If he/she does not report during such seven (7) day period, he/she shall have forfeited his/her recall rights and have his/her name eliminated from the recall list and the employment relationship between him/her and the Board shall cease.
- Should no one on the recall list accept a vacant position within the job classification from which he/she was laid off, the vacant position shall be posted and filled pursuant to Article 13.
- G. Laid off employees shall not lose seniority due to layoff and shall continue to accrue seniority as long as they have recall rights. Laid off employees have the right to apply for any job vacancies posted under Article 13.
- H. When a position is open in the Para-professional Aide classification, and it is offered to the most senior RIF employee in the Para-professional Aide classification, that employee may refuse recall to that position and maintain his/her rights. The position will then be offered to the next senior employee and so on, until the job is filled. If no other employee elects to assume the position, the least senior Para-professional Aide must accept the position or give up all recall rights.
- I. The Board agrees to maintain a seniority list of all employees in the bargaining unit by job classification, including name and date of employment. The seniority list will be provided to the Union President annually and will be available for inspection by any employee in the bargaining unit upon request.
- J. Should a bargaining unit position either increase or decrease in hours by thirty (30) minutes per week or more or should the position now qualify for or no longer qualify for benefit coverage, the affected employee shall have the right to "bump" under Article 14(D) and (E).
- K. The pre-school route shall not be considered in the bumping process. The only time a pre-school route driver can be bumped is by another pre-school route driver who has lost

his/her pre-school route and no longer qualifies for benefit coverage as a result or whose pre-school route has increased or decreased by thirty (30) minutes per week. A driver may resign the noon pre-school route independent of his or her other assigned route.

- L. The Board may employ persons who are on a layoff recall list for "temporary work", or substitute work, without such employment giving rise to new recall rights or being considered a recall from layoff. An employee may reject an offer of temporary work without jeopardizing recall rights he/she otherwise has under this Article. "Temporary work" may not result in the layoff or reduction in regular work hours of a regular bargaining unit member. Such work shall be paid at the prevailing substitute rate, without other benefits of this contract for such work. Temporary work does not include substitute work.

### **ARTICLE 15 - COMPLAINTS**

- A. Routine public, parental, teacher, or other employee complaints concerning an employee shall be handled as follows:
  - 1. If received by the employee, the complaint should be reported to the immediate supervisor. It should be resolved by the supervisor if possible and reported to the Superintendent with the action taken.
  - 2. If reported to the supervisor it should be discussed with the employee and resolved as above.
  - 3. If reported to a principal, it should be referred to the supervisor or to the Superintendent and resolved as above.
  - 4. If reported to the Assistant Superintendent, Superintendent, or a Board member, it should be referred to the supervisor and resolved as above.
- B. If the supervisor is unable to resolve the complaint, he should refer the matter in writing to the Superintendent who may settle the issue.
- C. Non-routine or more critical complaints should be referred in writing to the Superintendent by the person lodging the complaint. Supervisors, Board members, principals, and all employees should so advise an individual with a complaint.
- D. An effort should be made by the supervisors and administrators to protect employees from unfair and unwarranted complaints. The employee's explanation should be obtained before taking action.
- E. Unless a complaint involves sexual harassment as defined in Board Policy and federal/state law, the employee shall have the right to face an adult complainant and cross examine the same to assure that all of the facts pertinent to the case are brought to light before any disciplinary action is taken. In complaints involving sexual harassment, the employee shall only have the right to face an adult complainant and cross examine the same so long as the accuser and the accused agree.

## **ARTICLE 16 — CALAMITY DAY**

- A. Employees shall suffer no loss of pay as a result of school closings due to inclement weather, epidemic, or other public calamity.
- B. If the State Superintendent of Public Instruction signs a waiver of the 180 days requirement, the days will not be rescheduled. If the required waiver of attendance is not signed, the days will be rescheduled. Rescheduled days will not be cause for additional compensation.
- C. Employees who are required to work on a calamity day shall be compensated for all authorized hours worked in addition to their regular calamity day pay. Such compensation shall be at the employee's regular straight-time hourly rate or by the hour-by-hour compensatory time off, as determined by the Superintendent. Such compensation shall not be pyramided with any overtime or other premium pay. Compensatory time may be taken with administrative approval as to time and date.

However, in regard to 12 month employees, the foregoing provisions will apply only for the first 5 calamity days. After the first 5 calamity days, all 12 month employees will report to work on all calamity days unless specifically excused by the Superintendent or designee or, if a Level 3 travel advisory has been issued by the county sheriff at no additional pay.

When the school day start time has been delayed, a.m. employees report time shall also be delayed the same amount of time without loss of pay. It is also understood that the a.m. employees normal quit time shall not be extended. Employees shall be paid two (2) hours pay if they are not notified prior to leaving home that school has been cancelled or delayed.

## **ARTICLE 17 — OAPSE WORKSHOPS**

Employees who are members of the Ohio Association of Public School Employees shall be released with pay to attend the annual district meeting of the above Union when such meeting is held on a day that schools are not in session. The employee shall file a request for the released time at least one week in advance of the district meeting.

## **ARTICLE 18 — EMPLOYEE DISCIPLINE AND DISCHARGE**

- A. An employee may be disciplined or discharged only for "just cause" as defined in current language set forth in R.C. Section 3319.081(c). The Superintendent may suspend an employee for up to ten (10) work days. Only the Board may discharge an employee.
- B. Reasonable efforts will be made first to resolve a discipline or performance problem between the immediate supervisor and the employee depending on the nature of the problem. Reasonable efforts shall be made to administer discipline in private conferences.

- C. Before imposing a suspension or discharge on an employee, the Superintendent or his/her designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. The employee has the right to be accompanied at the conference by one representative of his/her own choosing. The conference will be scheduled as promptly as possible by the Superintendent. The Superintendent or his/her designee may impose reasonable rules on the length of the conference and the conduct of the participants. If the Superintendent or his/her designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee without pay for up to three (3) days pending the conference to determine final disciplinary action.
- D. A Union representative shall be permitted to attend, at the employees request, any investigatory interview which the employee reasonably believes could lead to discipline.
- E. This Article exclusively governs the discipline and termination of employees. Employees may grieve discipline or discharge in accordance with Article 5. This Article shall not apply to nonrenewal of limited contracts, which may not be grieved under Article 5.

**ARTICLE 19 — DEDUCTIONS**

- A. The Board agrees to deduct Union dues for every employee who authorizes the Board to do so in writing. Such dues shall be deducted in 26 equal installments beginning in the month of September. Once deducted, such dues shall be sent to the OAPSE State Treasurer within ten (10) working days of the time such deduction is made, along with a list showing the names of the employees and the amount deducted. A copy of said list shall be sent to the Treasurer of OAPSE Chapter 35.

Enrollment for dues deduction shall be made upon the submission of a signed statement of authorization submitted to the Treasurer by the Union. Dues deductions authorization may be revoked by an employee between the 21st day of and the 31st day of August each year. Written notice of revocation shall be executed and served upon the Treasurer of the Board between said dates and the Treasurer of the State Association. Dues deduction authorizations not revoked during the above-mentioned period may not thereafter be revocable until the next year and shall continue for successive periods of one (1) year.

The Board agrees not to honor any dues deduction authorizations executed by an employee in favor of any other labor organization.

The Union agrees to indemnify and protect the Board against any and all claims and/or expenses that may arise out of or by reason of actions taken by the Board in connection with this Article.

- B. Deductions and/or electronic transfers may be authorized to the Treasurer by the employee for the following items:

- 1 . Annuities
- 2 . Financial Institutions

Changes in annuities or credit union must be submitted in writing by the beginning of a month to be effective in the next month.

C. Fair Share Fee

1. Effective July 1, 1987 each newly hired bargaining unit employee who is not a member of the Union shall, after sixty (60) calendar days following the beginning of employment, (based on the date of Board approval of bargaining unit employment) pay to the Union a Fair Share Fee, a condition of employment with the Board. Each bargaining unit employee who is a member of the Union as of July 1, 1987, or who becomes a member after July 1, 1987, thereafter must remain a member of the Union, with payroll deduction, or shall pay to the Union a fair share fee as a condition of employment with the Board. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions.
2. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required. The obligation of the Board to deduct the fee shall cease upon the removal of the bargaining unit member from the Board's active payroll for any reason.

Employees hired after the beginning of the regular work year for the classification shall be obligated for a pro-rata portion of the "fair share fees" after the 60 day grace period, such pro rata amount to be stated in writing by the Union. Such fee shall be deducted from the remaining paychecks which are subject to payroll deduction of dues and fees, to the extent funds are available in such paycheck(s). If all dues deduction payroll checks have already occurred for the year, the employee shall be obligated to the Union for the fees and the Treasurer shall have no obligation to make the deduction.

3. Monies collected through the "fair share fee" shall not be expended by the Union for ideological or political purposes. The Union shall establish and operate a rebate procedure by which unit members obligated to pay a "fair share fee" may recover that portion of their fee which is expended for ideological or political purposes. This rebate procedure must provide the unit member with the opportunity to receive an expeditious resolution of his/her claim and the opportunity to appeal the Union's decision to the State Employment Relations Board, and otherwise must fully conform to all requirements of federal and state statutory and constitutional law. The Union shall provide a copy of its rebate procedure to the Superintendent and all unit members and supply the Superintendent and all unit members with copies of any changes in its rebate

procedure.

4. The Union agrees that it will defend, indemnify and hold the employer, individual Board members, administrators, and other Board personnel harmless from any claims, actions, demands, suits, damages, awards, fines, and court costs by any employees or former employees arising from deductions made by the employer pursuant to this Article.

Employees who were Union members on July 1, 1987 — required membership/fair share.

Employees who were not Union members on July 1, 1987 — not required to be members/fair share unless at some future date elect to be member/fair share, then required.

New employees after July 1, 1987 — required membership/fair share.

- D. 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 authorization must be executed by the employee and may be revoked by the employee at any time by giving notice to both the employer and the Union. The employer agrees to remit any deductions 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 20 — UNION RIGHTS**

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

- A. Transaction of Union Business

Duly authorized representatives of the Union and its affiliates may transact Union business on district property at any time before, after or during the regular work day, provided, however, that no such business shall be transacted on district time, nor shall such Union business in any way interfere with the administration of the district or other school functions or activities. All visitors, including Union representatives, must report to the building office during work hours before transacting such business and sign in. Release time with pay shall be granted to bargaining unit members and the local president, when required by the Board, to attend negotiation sessions, insurance committee meetings or any other meeting which is conducted during the employee's regularly scheduled hours of employment. Release time shall also be granted to the grievant(s) and local president to attend grievance hearings including arbitration. Nothing herein shall require said meetings to be scheduled during the employee's scheduled work hours.

B. Communications

The Union has the right to use the regular intra-district mail service. The Union may use designated space on bulletin boards in school offices and teachers' lounges for Union-related communications and notices.

C. Use of Buildings and Equipment

1. The Union shall have the right to use school buildings for Union meetings after the teacher work day on the same basis as members of the community.
2. The Union will give the building principal reasonable advance notice its desire to use a particular building for a meeting so that provisions may be made for appropriate custodial and security service. The Union will schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.
3. The Board will charge the Union only for custodial overtime cost, if any, incurred as a result of Union meetings.
4. The Union may use, after the teacher work day, school telephones, typewriters, copier machines, and audio visual equipment, provided they are not being used or are not required for any school business or activity.
5. The Union will provide all supplies and shall promptly pay for all long distance calls and any tax attributable to the Union's long distance calls.
6. The Union will assume financial responsibility for any loss or damage to school property or equipment which is caused by Union use.

D. Directory Information

By December 1st of each school year the Board shall provide the Union with a list of names, addresses, telephone numbers, and building assignments of all bargaining unit employees.

E. Financial Documents

The Union has the right to receive one copy of the budget and the annual appropriations upon request.

F. Annual Conference

The right to release time for OAPSE State Officers, District Officers and three (3) Chapter Delegates to attend the Annual OAPSE Conference/Convention with no loss of time. This provision is limited up to three (3) days for each officer or delegate. In addition, no more than two (2) Chapter Delegates who attend the conference can be from the same classification.

G. Employee Orientation

The Board shall allow a Union representative to address new employees for a reasonable period of time not to exceed twenty (20) minutes at the first regularly scheduled meeting each school year.

Employees may request time off, or request to use accumulated compensatory time to attend one evening Union meeting per month. Individual requests can be denied if scheduled school events are affected.

H. State Officer

If a member of OAPSE Local 35 is elected to the position of OAPSE State President, State Vice President, or State Secretary, that person shall be granted up to fifteen (15) days of unpaid leave per year, to conduct official Union business, in addition to leave granted elsewhere in this Agreement so long as such leave does not interfere with school operations, provided the denial is not arbitrary or capricious.

**ARTICLE 21 — PERSONNEL FILES**

Each employee's personnel file will be maintained in the Central Office. In addition, copies of any material in this file may be kept in the office of the school to which the employee is assigned. The employee shall have the opportunity to reply to any critical material in a written statement which will become a part of the file. Employees shall be informed of any complaint by a parent and/or students which is directed toward them which will become a matter of record. Anonymous letters or materials shall not be placed in an employee's personnel file. Each employee shall have the right, upon request, to review the contents of his/her own personnel file in the presence of the Superintendent or his/her designee. A representative of the Union may, at the employee's request, accompany the said member in such a review. An employee shall be entitled to a copy, at his/her expense, of any material in his/her file.

All routine complaints or reprimands will be removed from an employee's personnel file three (3) years after the effective date of the reprimand providing there are no intervening disciplinary

actions during the three (3) year period. However, records pertaining to dishonesty or sexual misconduct shall be removed from an employee's personnel file after five (5) years providing there are no intervening disciplinary actions during the five (5) year period. All records removed from an employee's personnel file may only be disposed of pursuant to the Board's records retention/disposal policy.

### ARTICLE 22 — VACATIONS

A. All employees who are employed for at least eleven months during a year shall be granted paid vacations as follows:

After one full year	2 weeks or 10 working days
After eight full years	3 weeks or 15 working days
After fifteen full years	4 weeks or 20 working days
After twenty full years	5 weeks or 25 working days

Employees will be granted the dates they request for vacation provided the employee makes this request twenty (20) or more days prior to the first requested day of vacation except:

1. In elementary schools, employees will only be permitted to use vacation at the discretion of the Superintendent during the two weeks immediately prior to the opening of school each year, and the two weeks immediately after the closing of school each year.
2. In all buildings, at least one custodian will remain in the building during periods when other employees utilize vacation.
3. Vacation taken during the school year will be subject to the approval of the Superintendent or his or her designee.

B. Should a bargaining unit member in a nine (9) or ten (10) month position transfer to an eleven (11) or twelve (12) month position within the same classification (i.e. from a 9-month or 10-month secretary position to an 11-month or 12-month secretary position), s/he shall be entitled to vacation benefits according to his/her district-wide system seniority derived from working in that classification. Employees who transfer and receive vacation under this provision shall not be eligible to take vacation days until their probationary and training periods are completed.

### ARTICLE 23 — WORK WEEK

The work week shall consist of five (5) consecutive days, a maximum of eight (8) hours per day and a maximum of forty (40) hours per week. This article shall not restrict the extension of the regular work day or work week on an overtime basis. All work over forty (40) hours in one week shall be compensated at one and one half times the regular rate.

## ARTICLE 24 - OVERTIME

- A. Any employee assigned to overtime beyond 40 hours per week and assigned compensatory time in lieu of 1-1/2 overtime salary, will be given compensatory time at the 1-1/2 time rate so long as the overtime hours are pre-approved by the Superintendent or his/her designee. Example: two hours of overtime will produce three hours of compensatory time with the employee's immediate supervisor determining when compensatory time is utilized. If the employee requests compensatory time in lieu of 1-1/2 pay, compensatory will be 1-1/2 hour for each hour worked.
- B. A regular bargaining unit employee is called on a rotating basis in their building, before a non-bargaining unit substitute as long as the substitute time does not conflict with the employee's primary position and does not result in overtime not pre-approved by the Superintendent or his/her designee.
- C. Overtime work, either on an extended day or an extended week basis, will be rotated with the senior employee within the job classification in the building having the first assignment. Extended day overtime work for custodians will be assigned to the custodian to whose shift the overtime follows.
- D. When an employee assigned to overtime work (extended day or extended week) by a supervisor is not able to accept the assignment, the overtime work assignment will be given to the most senior volunteer, or if no volunteer, assigned to the least senior qualified employee in the job classification within a particular building. In the event an employee with lesser seniority is not available in the building, the administration will attempt to secure a qualified replacement within the job classification from another building.
- E. Employees will have the right to annually request that their name be removed from the overtime roster for a determined period of time with all overtime rights being waived for that stated period of time. In the event no employees within a given building and job classification will accept overtime assignments, and in the event the administration determines that there is no qualified employee from another building available, the overtime shall be assigned to the least senior employee within the building needing overtime and shall be accepted.
- F. In the event this situation continues on a regular basis and there are no volunteers for the overtime assignment, the overtime shall be assigned to all the employees in the particular building in the job classification on a rotation basis from least senior to most senior employee and shall be accepted.
- G. For emergency call outs, the minimum time shall be two hours. This type of call out shall be paid at the time and one half rate. Regularly scheduled building checks are considered emergency call outs.

A bus driver who is called out by the bus supervisor to open or close the bus garage for another driver shall be paid two hour call out at their regular daily/hourly rate of pay per hour.

- H. Employees shall not receive additional pay for meetings during their regularly scheduled work day. An employee who is required to attend a meeting outside his/her regular scheduled work day shall receive a minimum of two hours pay at his/her regular rate. This section shall not be applied to meetings under Article 5, Article 18 or any other meeting with Union representatives under this Agreement.
- I. Extra duty overtime work for cooks will be rotated with the senior cook having the first assignment. No substitute cooks or regular cooks from other buildings will be assigned if the regular cooks from the building are available. Cooks will be paid at the appropriate rate of pay per hour for banquets and other activity duties.
- J. Secretaries are assigned to a school or particular office. Extra duty work will be assigned to the secretary assigned to that position.
- K. The pay rate required by the Fair Labor Standards Act will apply to an employee in a single week who works in two or more classifications for which different rates of pay have been established.

**ARTICLE 25 — COOKS**

- 1. All kitchens will employ at least one (8 hour) head cook.
- 2. All cooks hired before September 1, 1997 will be employed for 8 hours.
- 3. Head cooks will be paid .50¢ per hour additional.
- 4. When a 3-1/2 hour cook is absent, the second 3-1/2 hour cook could work both turns if the cook so chooses.
- 5. 3-1/2 hour cooks shall be offered to fill in for another 3-1/2 hour cook in another building prior to the use of substitutes. To qualify for additional hours, it is understood that the hours of the positions cannot overlap and there must be sufficient time between the two jobs for travel.

**ARTICLE 26 - HOLIDAYS**

A. Designated Holidays

- 1. All employees employed on an eleven or twelve month basis shall be entitled to the following paid holidays at their regular rate of pay:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

- 2. All employees employed on a nine or ten month basis shall be entitled to the following paid holidays at their regular rate of pay:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Day

3. In addition to the foregoing, every day declared by the President of the United States, or the Governor of the State of Ohio as a non-recurring day or public fast, mourning or Thanksgiving, calling for the closing of public offices and institutions, shall constitute a paid holiday for all employees otherwise scheduled to work on that day.

B. Holidays on Saturday or Sunday

When a holiday, as above defined, except in Section (2), falls on a Saturday, the next preceding work day, not a holiday, shall be deemed to be that holiday. When a holiday, as above defined, except in Section (2), falls on a Sunday, the next succeeding work day, not a holiday, shall be deemed to be that holiday.

C. Holiday Eligibility

In order to be eligible for any of the above defined holidays with pay, the employee must have accrued earnings on his/her next preceding and next following scheduled work days before and after such holiday or be properly excused from attendance at work on either or both of those days.

D. Compensation for Working Holidays

When an employee is required by his/her responsible administrative superior to work on a paid holiday, he/she shall be granted compensatory time off for which he/she shall be paid at his/her regular rate of pay, or at the employee's option, elect to be paid "holiday pay" at time and a half for so working.

E. Holiday During Vacation

In the event a holiday, as above defined, except in Section (2), falls within a regularly scheduled vacation period for an eleven or twelve month employee, such employee's vacation shall be extended one (1) working day with pay at his/her regular rate.

F. Day Preceding/Following Holidays

Bus mechanics and custodians will be entitled to be off the work day immediately preceding or the work day immediately following Thanksgiving, Christmas, and New Year's Day, subject to the immediate supervisor's assignment. They will also be entitled to be off one work day over the spring break, subject to the immediate supervisor's assignment.

In return for the additional day, custodians and mechanics will be responsible for doing a building check on the holiday and the extra day.

## **ARTICLE 27 — SEVERANCE PAY**

An employee, upon notifying the Board in writing of his/her intent to retire in the School Employees Retirement System (SERS) shall receive severance pay at his/her daily rate of pay for 30% of his/her accumulated unused sick leave. The individual must retire within 120 days or the last contracted work day. The check will be issued to the employee when official notification is received from the School Employees Retirement System.

The maximum accumulation of sick leave for severance pay credit shall be Two-hundred sixty (260) days for all employees.

## **ARTICLE 28 — PAY**

All regular employees will be paid twenty-six (26) times per year. Paychecks shall be distributed every other Friday. When twenty-seven (27) pays occur in a fiscal year, the gross yearly salary shall be divided by twenty-seven (27). In the event a regular pay date falls on a holiday or holiday break, the pay shall occur on the last working day preceding the holiday or break period.

Pay stubs will show an itemized list of extra time and/or trips. Extra time or trips paid from building activity funds will be identified on the check stub or on an accompanying sheet.

Direct deposit of paychecks will be mandatory for all employees. The Board's Treasurer will direct deposit each payroll check by electronic transfer to a local bank(s) and/or saving and loan institution(s) of the members choosing not later than 8:00 a.m. each pay day date. If the pay day is not a regularly scheduled work day, the electronic transfer will be made on the last regularly scheduled work day prior thereto. Last regularly scheduled work day, for this section only, shall be the last day students are in session.

The District will provide employees an anticipated salary notice by July 1 for the ensuing school year. In the event funding levels or operational changes result in changes to work schedules that do not constitute a reduction in force or Article 14(J) is triggered, the District agrees to notify the affected unit members on the next business day following the Board action.

## **ARTICLE 29 – BUS DRIVERS**

### **A. Annual Time Study & Bus Driver October Bid Procedure**

During the first full week of October of each school year, the Board will post all routes, including trip summary and time. Drivers will bid by seniority in a one-day bid session, unless otherwise agreed to by the Director of Transportation, the Union President and a majority of the bus drivers.

Each driver is required to conduct a "time-study" beginning the third Monday of September through Friday of that week – five consecutive days. The driver must complete the time study based on the actual route driven and will use the most current "TransFinder Trip Summary" to verify the actual pick-up/drop-off times for students. This time-study is mandatory and a "TransFinder Trip Summary" for each day of the time study must be turned in with the "Time Study Summary Form" to the Director of

Transportation no later than the fourth Monday of September. Once all time-studies are returned, the Director of Transportation will reissue the updated trip summaries with written information turned in by the driver, prior to the one-day bid session during the first full week of October. After the time study, salaries will be readjusted for each driver with overpayments being recovered and underpayments being rectified by dividing the difference over the remaining pays covering that school year.

During the school year, should there be an increase or decrease in route time by thirty (30) minutes per week or more or should the position either now qualify for or no longer qualify for benefit coverage, the position must be reposted for bid for the seven (7) calendar days according to Article 13 – *Job Posting & Bid Procedure*. If a driver's route is posted due to a change as listed in this paragraph, the driver shall have bumping rights according to Article 14 – *Layoff and Recall Procedure*.

B. Job Posting & Bid Procedure

Please refer to Article 13 titled *Job Posting & Bid Procedure*.

C. Layoff and Recall Procedure

Please refer to Article 14 titled *Layoff and Recall Procedure*.

D. Calamity Day

Please refer to Article 16 titled *Calamity Day*.

E. Assignment of Buses / Equipment

Nothing herein restricts the Board's ability to assign equipment and buses. A bus driver may only take a bus to his/her home upon approval of the Director of Transportation.

F. Extra Trip Assignments

All extra trip assignments, including non-athletic and athletic extra trips, shall be posted and awarded to a certified OAPSE bus driver on a rotating basis pursuant to seniority as set forth in this section. If there are no OAPSE bus drivers available, the extra trip may be driven by other authorized personnel.

At the annual in-service in August, the Director of Transportation will provide a copy to the bus drivers of the extra trip assignments available under sections (i) and (ii) for the beginning of the school year through the second week of September and the bus drivers will have the opportunity to sign up for those extra trips up through the close of business of the second business day following the annual in-service. Within three (3) workdays, the District shall post the assignments for these extra trips, listing the assigned driver and the first alternate. Any trips for which no driver has signed up shall be listed as "no sign ups."

For the remainder of the school year, beginning August 30, no later than the fifteenth and thirtieth day of each month, the District will post extra trip assignments available under sections (i) and (ii) for the next two week period (e.g. the August 30 posting will include trips for the second two week period in September). Bus drivers will have five (5) work days from the posting to sign up for the extra trips on a posting. Within three (3) workdays, the District shall post the assignments for those extra trips, listing the assigned driver and the first alternate. Any trips for which no driver has signed up shall be listed as “no sign ups.”

In situations of an assigned driver canceling after assignment, reassignment will be made to the first alternate, followed by the next qualified regular or substitute driver who originally signed up for the trip, as applicable.

For new extra trips that are established between postings, the District shall post the extra trip assignments in all garages at least five (5) working days prior to the date of the trip to the extent possible. If not possible, the Director of Transportation shall use the one-call system (or similar system) to contact drivers and notify them of the trip and the timeline to respond and post the trip in the garage if there is at least two (2) working days before the extra trip.

During the summer months, the District shall notify bus drivers of extra trips and the deadline to sign up using the one-call system and shall post it at both garages.

Any extra trips will be filled as set forth under sections (i) and (ii). Extra trips shall be assigned to regular employees over substitute employees when both have signed up.

If a regular bus driver accepts an extra trip under sections (i) or (ii), and the extra trip occurs during all or part (a.m. or p.m.) of his/her regular route, the regular bus driver shall drive the part of the regular route (a.m. or p.m.) unaffected by the extra trip. If the extra trip interferes with part of the driver's regular route and the Director of Transportation cannot find a substitute driver to cover the part of the regular route that the extra trip interferes with, the District will determine (a) whether the extra trip will be cancelled; or (b) whether the regular driver must drive the portion of the regular route affected by the extra trip before driving the extra trip.

(i) Non-athletic extra trips

The Director of Transportation shall award non-athletic extra trips on a rotating basis to the next most senior driver on the rotation list who signs up for the extra trip. In cases where no drivers or not enough drivers sign up for an extra trip, the Director of Transportation may assign the trip to the most senior qualified driver who requests it, and then to any substitute driver or other non-bargaining unit driver.

(ii) Athletic extra trips

The Director of Transportation shall award athletic extra trips on a rotating basis to the next most senior driver on the rotation list who signs up for the extra trip, so long as said assignment does not result in overtime. If the assignment would result in overtime for all

bus drivers who signed up for the trip, the extra trip shall be awarded to the most senior driver who signs up for the extra trip. In cases where no drivers or not enough drivers sign up for an extra trip, the Director of Transportation may assign the trip to the most senior qualified driver who requests it, and then to any substitute driver or other non-bargaining unit driver.

G. Learning New Routes

A bus drivers shall be paid his/her regular hourly rate, for no more than three hours, to learn a new route, provided there has been pre-approval from the Director of Transportation. Every effort will be made to avoid overtime.

H. Bus Driver Extra Pay

Regular bus drivers shall be paid for extra trips as follows:

Tier 1: Any non-athletic or athletic trip that only consists of a drop off shall be paid at the rate of \$12.25 per hour for drive time. There shall be no waiting time for extra trips paid under Tier 1.

Tier 2: Any non-athletic or athletic trip that includes prep time, drive time and waiting time, shall be paid at the rate of \$9.00 per hour.

I. Summer Bus Cleaning

The Board of Education retains the right to determine who cleans buses during the summer months. If a bus driver is selected to clean the outside and inside of his/her bus according to Board specifications, he/she shall be paid up to no more than five (5) hours at his/her regular rate.

J. Break-down pay

Bus drivers will receive break-down pay at the rate of \$10.00 per hour, limited to one hour, unless otherwise authorized by the supervisor. Break-down shall mean the vehicle is not able to be driven.

K. Annual Training

Please refer to Article 31 titled *EMT Course*.

L. Annual Physicals

Please refer to Article 42 titled *Additional Time*.

M. Emergency Call Outs

Please refer to Article 24 titled *Overtime* section G.

N. Recertification

Pay for recertification shall be limited to actual class time as documented by the recertification class agenda, and only after the employee has submitted the completed paperwork to the District. Onboard instructor shall ride a preset course to certify the driver in the recertification process. Employees who drive to and from recertification class will be reimbursed for mileage at the contract rate.

O. Pay for time sent for Drug/Alcohol Testing

Bus drivers who undergo drug/alcohol testing shall be paid their Tier 1 extra trip rate for up to two (2) hours.

P. Option of Driving Absent Driver's Route

When a bus driver is on medical leave for a period of thirty (30) days or more, senior drivers will have the option of driving the absent driver's route and a substitute will be utilized to fill the route of the successful bidder.

Q. Restriction on use of non-OAPSE bus drivers

If there are no certified OAPSE bus drivers available, the route or extra trip may be driven by other authorized personnel.

R. TransFinder Correction prior to Annual Time Study

Each bus driver will receive up to one (1) hour of pay at his/her regular rate to correct the TransFinder Trip Detail Report so it reflects the actual route driven. The TransFinder Correction must be completed by each driver and turned in to the Director of Transportation seven (7) calendar days prior to the first day of the annual time study. A revised copy of the TransFinder Trip Detail Report and TransFinder Trip Summary Sheet will be provided to each driver prior to the first day of the annual time study.

S. Bus Driver Scheduled Hours from Bid

During any bid under Sections A, B and P of this Article and Article 13, a bus driver will not be eligible to bid for a combination of routes that would put him/her into overtime status. In the event no one applies for a particular route and a bus driver did not bid on it under this section, the route will be rebid to allow that driver to bid on it, with the most senior driver being awarded the route.

A route includes an a.m. run(s) and a p.m. run(s).

## ARTICLE 30 — BENEFITS

### A. Insurance

#### 1. Coverage:

- a. The Board shall purchase, through a carrier licensed by the State of Ohio, insurance coverage which meets or exceeds the specifications below for each member of the bargaining unit, now or hereinafter employed, and his or her eligible spouse and dependents.
- b. The Board of Education may fully meet its obligations to provide health care benefits and services under this Collective Bargaining Agreement by participating in a self-insured or fully funded plan.
- c. Any health care benefits and service that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, or any participating members thereof shall not be reduced, or eliminated during the term of the Collective Bargaining Agreement without the written approval of the Union.
- d. The Union shall be entitled to three representatives to any Board subcommittee, established to study and recommend to the Union and the Edison Board of Education any changes in health benefits and services. Such committee shall meet on a quarterly basis to review and monitor plan performance.
- e. The Board of Education shall be the sole determining body for the selection of the carrier for insurance benefits as negotiated in this Agreement.
- f. Dependent children of eligible members shall be eligible for benefits to the extent provided by federal and/or state law.

### B. Insurance Benefits

The insurance provided by the Board shall consist of the Preferred Provider Organization (PPO) plans set forth in Section D effective January 1, 2008.

January 1, 2008, all bargaining unit members shall take coverage under the PPO or apply for the medical waiver.

Employees will contribute to the cost of the insurance as follows for coverage as follows:

Single Medical Coverage:	\$27.50 per pay
Single +1 Medical Coverage:	\$37.50 per pay
Family Medical Coverage:	\$47.50 per pay

Premiums will be deducted on a pre-tax basis as specified under IRS Section 125. Deductions will be taken from 24 pay periods per year.

Medical Waiver

If an employee elects the medical waiver, they shall be entitled to \$1,500 cash payment at the end of the plan year for which they elected the waiver. Any employee electing the medical waiver must present evidence of other medical insurance. If an employee enrolls in the health care plan due to a qualifying event prior to the end of the plan year for which the medical waiver was elected, the waiver will be forfeited.

The medical waiver option is not available to employees who have a spouse covered by Board insurance.

Open enrollment in the PPO plan shall occur annually in the month of August with an effective date of September 1st. Since the Board pays the insurance premium one month in advance, new employees will have a double premium deduction in the first full month of hire.

C. Group Life

Group life insurance, (including A. D. & D.) in the amount of \$40,000.00 shall be provided to each bargaining unit member effective January 1, 2008.

D. Benefit Package

<b>Edison Local School District SuperMed Plus Effective January 1<sup>st</sup>, 2008</b>		
<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	23 Dependent / 25 Student Removal upon End of Month	
Pre-Existing Condition Waiting Period	Initial Group Waived, All Others 6-9	
Blood Pint Deductible	0 Pints	
Lifetime Maximum	\$5,000,000	
Benefit Period Deductible—Single/Family <sup>1</sup>	\$100/\$200	\$250/\$500
Coinsurance	90%	70%
Coinsurance Out-of Pocket Maximum (Excluding Deductible)—Single/Family	\$100/\$200	\$500/\$1,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$10 copay, then 100%	70% after deductible
Urgent Care Office Visit <sup>2</sup>	\$35 copay, then 100%	70% after deductible
Immunizations	100%	Not Covered
<b>Routine Services</b>		
Routine Physical Exam (Ages nine and over, one exam per benefit period) <sup>2</sup>	\$10 Copay, then 100%	Not Covered
Well Child Care Services including Exam and	\$10 Copay, then 100%	70% after deductible (to age nine, limited to a

Immunizations (to age nine) <sup>2</sup>		\$500 maximum per benefit period up to age 1, \$150 maximum per benefit period to age 9)
Well Child Care Laboratory Tests (to age nine)	100%	70% after deductible
Routine Mammogram (One per benefit period)	\$10 Copay, then 100%	70% after deductible
Routine Pap Test (One per benefit period)	\$10 Copay, then 100%	70% after deductible
Routine Lab and X-Ray Services	100%	Not Covered
Routine Endoscopic Services	100%	Not Covered
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy—Facility and Professional	\$10 Copay, then 100%	70% after deductible
Occupational Therapy Facility and Professional	\$10 Copay, then 100%	70% after deductible
Chiropractic Therapy—Professional Only	\$10 Copay, then 100%	70% after deductible
Speech therapy—Facility and Professional	\$10 Copay, then 100%	70% after deductible
Cardiac Rehabilitation—Facility	90% after deductible	70% after deductible

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility/Inpatient Rehabilitation	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health Services (30 visits per benefit period)	\$10 Copay, then 100%	70% after deductible
Outpatient Substance Abuse Services (30 visits per benefit period)	\$10 Copay, then 100%	70% after deductible
Emergency use of an Emergency Room <sup>3</sup>	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>4</sup>	Not Covered	Not Covered

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

Deductible and coinsurance expenses incurred for services by a non-network provider will only apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will only apply to the non-network deductible and coinsurance out-of-pocket limits.

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

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

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

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

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>4</sup> Ancillaries will be covered

<b>Edison Local School District Prescription Drug Program Effective January 1<sup>st</sup>, 2008</b>		
<b>Benefits</b>	<b>Copay</b>	<b>Day Supply</b>
Benefit period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	Same as Medical	
<b>Retail Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$10	30
Brand Name Copayment	\$20	30
<b>Home Delivery Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$20	90
Brand Name Copayment	\$40	90

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

**MEMBERS ARE NOT REQUIRED TO USE NETWORK DENTISTS.**

<b>Edison Local School District Traditional Dental With Orthodontia Effective January 1<sup>st</sup>, 2008</b>	
<b>Benefits</b>	
Benefit period	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	Same as Medical
Benefit Period Maximum (per member)	\$2,500
Benefit Period Deductible (per member) <sup>1</sup>	None
Orthodontic Lifetime Maximum (per eligible dependent up to age 19)	\$2,500
<b>Preventive Services</b>	
Oral Exams—two per benefit period	100%
Bite Wing X-Rays—two sets per benefit period	100%
Prophylaxis (cleaning)—two per benefit period	100%
Fluoride Treatment—one treatment per benefit period, limited to dependents up to age 19	100%
Sealants—one every rolling 36 months per tooth	Not Covered
Space Maintainers—limited to eligible dependents up to age 19	100%
Emergency Palliative Treatment—includes emergency oral exam	100%
Laboratory Tests—including Pulp Vitality Tests Diagnostic Casts	100%
<b>Essential Services</b>	
Consultations and Other Exams by Specialist	90%
Diagnostic X-Rays—including Full Mouth/Panorex, which are limited to one every 36 consecutive months	90%
Minor Restorative Services	90%
Endodontic/Pulp Services	90%
Periodontal Services	90%
Repairs, Relines & Adjustments of Prosthetics	90%
Simple Extractions	90%
Impactions	90%
Minor Oral Surgery Services	90%
General Anesthesia	90%
<b>Complex Services</b>	
Gold Foil Restoration	70%
Inlays, Onlays—one every five years	70%
Crowns—one every five years	70%
Bridgework (Pontics & Abutments)—one every five years	70%

Partial and Complete Dentures—one every five years	70%
<b>Orthodontic Services</b>	
Orthodontic Diagnostic Services	70%
Minor Treatment for Tooth Guidance	70%
Minor Treatment for Harmful Habits	70%
Interceptive Orthodontic Treatment	70%
Comprehensive Orthodontic Treatment	70%

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

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

**Edison Local Schools – Vision Benefit Summary - Effective November 1, 2015**

Benefits	Network	Non Network
Dependent Age Limit	Same as Medical	
Eye Exams	\$10 copay	Up to \$34 retail
Frequency	Once every 12 months	
Frames	\$10 copay	Up to \$45 retail
Frequency	Once every 24 months	
Lenses		
Single Vision	Covered in full	Up to \$28 retail
Bifocal	Covered in full	Up to \$41 retail
Trifocal	Covered in full	Up to \$53 retail
Progressive Lens Upgrade	Cost of difference between standard and progressive lenses	Up to \$53 retail
Medically Necessary Contact Lenses	Covered in full	Up to \$210 retail
Contact Lenses (in lieu of glasses)		
Frequency	Once every 12 months	
Fitting*	\$30 copay	Not Covered
Contact Lenses	\$150 retail allowance	Up to \$100 retail

\*Standard Fitting covered in full after copay. Specialty fitting covered up to \$50 retail allowance. Not covered out of network.

*See the description of your vision benefits for details. If there are any discrepancies, the Superior Vision documents supersede the information in this summary.*

E. Miscellaneous

Any employee whose contract is suspended will have recall rights for a period of three (3) years. The fringe insurance benefits of the suspended employee will be continued for the remaining part of the month if the suspension is effective on or before the tenth of the month. The fringe insurance benefits of the suspended employee will be continued for the remaining part of the month, and the following month. Employees will be given the opportunity to continue the fringe insurance benefits, at the employee's expense, following the above period if the insurance carrier will permit the coverage during recall period.

For employees hired after July 1, 1999, those with 30 hours or more shall receive full insurance on the PPO plan in accordance with Section B above; those with 20 to 29 hours shall receive one-half Board paid insurance on the PPO plan; and those with 1 through 19 hours shall not be covered by insurance or be eligible for medical waiver. Employees working 20-29 hours shall be eligible for pro-rated medical waiver.

All Bus drivers hired prior to July 1, 2005, shall be considered full time and are eligible for full fringe insurance coverage to be paid by the Board.

Other employees hired after July 1, 1984 and before July 1, 1999 who work less than 20 hours per week or are considered less than half time, are eligible for fringe insurance benefits, 50% paid by the Board and 50% paid by employees.

Employees hired before July 1, 1984, who work half-time or less are eligible for full fringe insurance coverage to be paid by the Board except prescription drug and dental. Those two coverages will be paid 50% by the Board and 50% by the employee.

F. Activity Passes

Each bargaining unit member shall receive an activity pass. Such pass shall entitle the member and a guest to admittance, without charge, to any activity in the Edison Local School District. Such pass shall be non-transferable and revoked upon violation. Each retiring bargaining unit member shall receive one (1) complimentary lifetime activity pass for him/herself upon request, which shall be good for admittance for the retiring member and a guest.

**ARTICLE 31-- EMT COURSE**

Each year, during in-service, the Board will provide all employees with Blood Borne Pathogen training. No charge will be made to the employee for this course.

Each year, the Board will provide all Bus Drivers, Bus Mechanics, Paraprofessional Aides and Secretaries opportunity to attend CPR certification and First Aid Certification training at no charge to the employee. An employee attending this training will be paid at his/her hourly rate for the time s/he attends this training.

### **ARTICLE 32 — SAFETY**

- A. Representatives appointed by the Superintendent shall meet with three representatives of the Union each summer at a time scheduled by the Superintendent. If the meeting is scheduled during an employees work time, he will be released from duty without loss of pay The joint Committee shall discuss: (1) improving the safety and security of the work place; (2) appropriate training of employees on safety and health issues, including training on new equipment; (3) safety protection; and (4) other relevant issues suggested for discussion by either party.
- B. It is acknowledged that the Union or an employee may pursue any appropriate administrative process, such as the Ohio Department of Industrial Relations, to correct any unresolved safety issue.
- C. An individual may refuse to perform work which he reasonably believes in good faith based on objective facts, presents an imminent danger of death or serious physical harm to the employee, without being subject to discipline (other than pay deduction). Risks which reasonably can be expected to occur occasionally in a job classification cannot justify a refusal to work.

### **ARTICLE 33 — SAVINGS CLAUSE**

It is agreed if any portion of this Agreement shall be in conflict with any applicable statute, only the conflicting portion shall be considered invalid.

### **ARTICLE 34 — SCOPE OF AGREEMENT**

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

### **ARTICLE 35 — WAIVER OF NEGOTIATIONS**

It is agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to the collective bargaining and that the Union expressly waives the right to submit any additional items for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Board has violated in filing a grievance or a charge with the State Employment Relations Board.

If the District re-organizes, extra bus trip assignments will be re-negotiated.

## **ARTICLE 36 — SALARY SCHEDULES**

Employees shall be paid in accordance with the salary schedules attached hereto as Appendix A through I.

The wages, and salary schedules, of all employees will be as follows:

- \* Effective July 1, 2015 – June 30, 2018                      \$ .20 increase on the hourly rate each year.

### **Longevity Step — For Term of Contract**

Eighteen years through twenty-one years — extra \$100 added to salary.

Twenty-two years and thereafter, another \$100 added to salary, making a total of \$200.00.

To be paid in one lump sum on the June check (not added to salary).

## **ARTICLE 37 — SERS PICK UP**

1. For the purpose of this Section, an employee's salary shall be payable by the Board in two (2) parts: (1) Deferred Salary and (2) Cash Salary. An Employee's deferred salary shall be equal to the percentage of the employee's salary which is required to be paid by the employer to the School Employees Retirement System (SERS) as an employee contribution. An employee's cash salary shall be equal to an employee's actual salary less the amount of the deferred salary.
2. The Board shall compute and remit its employer contributions to SERS based upon the employee's actual, both cash and deferred salary. The Board shall report for Federal and Ohio Income Tax purposes, as an employee's gross income, the employee's actual salary less the amount of deferred salary. The deferred portion of the salary shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purpose.
3. The "pick up" shall apply uniformly to all bargaining unit members and no bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board "pick up".

## **ARTICLE 38 — LUNCH BREAK**

All employees excluding bus drivers working 4-6 hours shall have a 15 minute paid lunch break. All employees excluding bus drivers working 6 hours or more shall have a 30 minute paid lunch break.

## **ARTICLE 39 — CLASSIFICATION PAY**

The Board agrees that if any full-time or short-hour employee is requested to and does perform work that normally is performed by an employee holding higher classification, such employee shall receive the rate of pay for the higher classification at the employee's present experience.

#### **ARTICLE 40 — TRAVEL ALLOWANCE**

1. Any employee required to use his/her private vehicle to service the Board, shall be paid an amount per mile authorized automobile expense which is equal to the per mile allowance standard being utilized by the Internal Revenue Service.
2. In the event that the Internal Revenue Service should modify this per mileage allowance standard in the middle of any month, the Board shall:
  - (a) Notify employees immediately of this change and the effective date of said change;
  - (b) Modify the mileage allowance, effective on the first day of the following month.
3. Travel allowance shall be turned in monthly on a Board provided form.

#### **ARTICLE 41 — LABOR MANAGEMENT**

In the spirit of cooperation and to maintain open lines of communication, a Labor Management Committee, with 3 members selected by the Union and 3 members selected by the Superintendent, shall meet at least once each semester. The Union President and Superintendent shall set the date and agenda two weeks in advance.

Neither labor nor management members will receive compensation for participation.

A committee composed of three (3) members of the bargaining unit, selected by the President of the bargaining unit, shall meet with the Superintendent in early March of each year to develop a calendar. The calendar agreed to in these meetings shall be presented to the Board for consideration at its regular April meeting, as the Superintendent's recommendation. In the event a calendar is not agreed to, both calendars shall be submitted to the Board for its further consideration.

#### **ARTICLE 42 — ADDITIONAL TIME**

Employees required to report for physical examinations, shall be paid a minimum of two (2) hours at their regular hourly rate, unless the exam is during the employee's regular scheduled working hours.

#### **ARTICLE 43 — CRIMINAL BACKGROUND CHECKS**

While a bargaining unit member is employed by Edison Local School District, any criminal background check required under O.R.C. §3319.39 shall be paid for by the Board as follows:

When an FBI/BCII criminal background check is required, bargaining unit members must make an appointment and report to the Jefferson County Educational Service Center for fingerprinting necessary for the FBI/BCII criminal background check. Each member must complete and submit the form attached under Appendix J and paperwork required by the Jefferson County Educational Service Center.

The member is not entitled to extra compensation for the time associated with the fingerprinting or for traveling to and from the Jefferson County Educational Service Center building. The Board is not responsible for the cost of criminal background checks for bargaining unit members who do not use the Jefferson County Educational Service Center.

This section does not apply to background checks for initial employment.

#### **ARTICLE 44-NURSING DUTIES**

Bargaining unit employees shall not be required to perform skilled nursing duties, examples (injections, catheterizations, etc.) If a nurse is available in the building, bargaining unit employees will not be required to perform routine medical procedures, examples (give student medications, care for sick students, administer first aide, etc.)

#### **ARTICLE 45 — LENGTH OF AGREEMENT**

This Agreement entered into between OAPSE/AFSCME Local #4/AFL-CIO and OAPSE Chapter 35, and the Edison Local Board of Education is effective beginning July 1, 2015, through June 30, 2018.

FOR THE BOARD:

*Scott Kershaw*  
President

*Ball Beattie*  
Negotiating Team

FOR THE UNION:

*Lynnda Bolwin*  
OAPSE Field Representative

*Kathy Sapp*  
Negotiating Team

Appendix I

<b>EDISON LOCAL SCHOOL DISTRICT SALARY SCHEDULE - PARAPROFESSIONALS</b>			
	\$0.20	\$0.20	\$0.20
<b>YEARS OF SERVICE</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
0	\$10.64	\$10.84	\$11.04
1	\$10.99	\$11.19	\$11.39
2	\$11.34	\$11.54	\$11.74
3	\$11.70	\$11.90	\$12.10
4	\$12.03	\$12.23	\$12.43
5	\$12.18	\$12.38	\$12.58
6	\$12.35	\$12.55	\$12.75
7	\$12.56	\$12.76	\$12.96
8	\$12.71	\$12.91	\$13.11
9	\$12.89	\$13.09	\$13.29
10	\$13.05	\$13.25	\$13.45
11	\$13.23	\$13.43	\$13.63
12	\$13.41	\$13.61	\$13.81

Appendix H

<b>EDISON LOCAL SCHOOL DISTRICT SALARY SCHEDULE - BUS DRIVERS</b>			
	\$0.20	\$0.20	\$0.20
<b>YEARS OF SERVICE</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
0	\$15.61	\$15.81	\$16.01
1	\$15.86	\$16.06	\$16.26
2	\$16.12	\$16.32	\$16.52
3	\$16.39	\$16.59	\$16.79
4	\$16.64	\$16.84	\$17.04
5	\$16.89	\$17.09	\$17.29
6	\$17.14	\$17.34	\$17.54
7	\$17.41	\$17.61	\$17.81
8	\$17.66	\$17.86	\$18.06
9	\$17.92	\$18.12	\$18.32
10	\$18.17	\$18.37	\$18.57
11	\$18.44	\$18.64	\$18.84
12	\$18.69	\$18.89	\$19.09

In implementing this schedule, it is agreed:

- Any bus driver with a seniority date of 2/15/01 shall be placed on Step 10 of the salary schedule on July 1, 2010.
- Any bus driver with a seniority date of 8/16/01 shall be placed on Step 11 of the salary schedule on July 1, 2010.
- Any bus driver with a seniority date of 10/15/98 shall have an hourly rate of \$18.41 and shall remain at that hourly rate until Step 12 of the salary schedule exceeds this hourly rate.

Appendix G

<b>EDISON LOCAL SCHOOL DISTRICT SALARY SCHEDULE - BUS MECHANICS</b>			
	\$0.20	\$0.20	\$0.20
<b>YRS OF SERVICE</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
0	\$14.20	\$14.40	\$14.60
1	\$14.45	\$14.65	\$14.85
2	\$14.70	\$14.90	\$15.10
3	\$14.89	\$15.09	\$15.29
4	\$15.12	\$15.32	\$15.52
5	\$15.35	\$15.55	\$15.75
6	\$15.55	\$15.75	\$15.95
7	\$15.78	\$15.98	\$16.18
8	\$16.07	\$16.27	\$16.47
9	\$16.25	\$16.45	\$16.65
10	\$16.48	\$16.68	\$16.88
11	\$16.68	\$16.88	\$17.08
12	\$16.94	\$17.14	\$17.34
14	\$17.16	\$17.36	\$17.56
16	\$17.43	\$17.63	\$17.83

Prior experience credit for bus mechanics to be evaluated and recommended by the Assistant Superintendent.

Appendix E

<b>EDISON LOCAL SCHOOL DISTRICT SALARY SCHEDULE "B" - CUSTODIANS</b>			
	\$0.20	\$0.20	\$0.20
<b>YRS. OF SERVICE</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
0	\$13.30	\$13.50	\$13.70
1	\$13.51	\$13.71	\$13.91
2	\$13.72	\$13.92	\$14.12
3	\$13.94	\$14.14	\$14.34
4	\$14.14	\$14.34	\$14.54
5	\$14.38	\$14.58	\$14.78
6	\$14.59	\$14.79	\$14.99
7	\$14.84	\$15.04	\$15.24
8	\$14.95	\$15.15	\$15.35

Schedule "A" - high school and elementary  
 Credit for prior service within the school district, other than custodian, (bus driver) will  
 be  
 given at the rate of half-time to a maximum of three years.

Boilers operators - \$390.00 per year.

Appendix F

<b>EDISON LOCAL SCHOOL DISTRICT SALARY SCHEDULE "E" - NBC NBC</b>			
	\$0.20	\$0.20	\$0.20
<b>YRS OF SERVICE</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
0	\$11.73	\$11.93	\$12.13
1	\$11.86	\$12.06	\$12.26
2	\$11.99	\$12.19	\$12.39
3	\$12.13	\$12.33	\$12.53
4	\$12.26	\$12.46	\$12.66
5	\$12.38	\$12.58	\$12.78
6	\$12.52	\$12.72	\$12.92
7	\$12.64	\$12.84	\$13.04
8	\$12.76	\$12.96	\$13.16

Schedule "E" - Night Building Cleaner

Appendix C

<b>EDISON LOCAL SCHOOL DISTRICT SALARY SCHEDULE – HEAD COOKS</b>			
	\$0.20	\$0.20	\$0.20
<b>YRS OF SERVICE</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
0	\$12.56	\$12.76	\$12.96
1	\$12.68	\$12.88	\$13.08
2	\$12.81	\$13.01	\$13.21
3	\$12.89	\$13.09	\$13.29
4	\$13.00	\$13.20	\$13.40
5	\$13.12	\$13.32	\$13.52
6	\$13.22	\$13.42	\$13.62
7	\$13.33	\$13.53	\$13.73
8	\$13.48	\$13.68	\$13.88
9	\$13.62	\$13.82	\$14.02
10	\$13.73	\$13.93	\$14.13
11	\$13.85	\$14.05	\$14.25

Appendix D

<b>EDISON LOCAL SCHOOL DISTRICT SALARY SCHEDULE "A" - CUSTODIANS HEAD CUSTODIANS</b>			
	\$0.20	\$0.20	\$0.20
<b>YRS. OF SERVICE</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
0	\$13.50	\$13.70	\$13.90
1	\$13.72	\$13.92	\$14.12
2	\$13.95	\$14.15	\$14.35
3	\$14.17	\$14.37	\$14.57
4	\$14.43	\$14.63	\$14.83
5	\$14.65	\$14.85	\$15.05
6	\$14.89	\$15.09	\$15.29
7	\$15.13	\$15.33	\$15.53
8	\$15.26	\$15.46	\$15.66

Schedule "A" - Head High School Custodian  
 Credit for prior service within the school district, other than custodian, (bus driver) will  
 be  
 given at the rate of half-time to a maximum of three years.

Boilers operators - \$390.00 per year.

Appendix A

<b>EDISON LOCAL SCHOOL DISTRICT SALARY SCHEDULE - SECRETARIES</b>			
	\$0.20	\$0.20	\$0.20
<b>YRS OF SERVICE</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
0	\$12.08	\$12.28	\$12.48
1	\$12.23	\$12.43	\$12.63
2	\$12.34	\$12.54	\$12.74
3	\$12.48	\$12.68	\$12.88
4	\$12.64	\$12.84	\$13.04
5	\$12.75	\$12.95	\$13.15
6	\$12.88	\$13.08	\$13.28
7	\$13.03	\$13.23	\$13.43
8	\$13.16	\$13.36	\$13.56
9	\$13.28	\$13.48	\$13.68
10	\$13.42	\$13.62	\$13.82
11	\$13.45	\$13.65	\$13.85
15	\$13.90	\$14.10	\$14.30
20	\$14.34	\$14.54	\$14.74

Appendix B

<b>EDISON LOCAL SCHOOL DISTRICT SALARY SCHEDULE - COOKS</b>			
	\$0.20	\$0.20	\$0.20
<b>YEARS OF SERVICE</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
0	\$11.72	\$11.92	\$12.12
1	\$11.84	\$12.04	\$12.24
2	\$11.96	\$12.16	\$12.36
3	\$12.05	\$12.25	\$12.45
4	\$12.16	\$12.36	\$12.56
5	\$12.28	\$12.48	\$12.68
6	\$12.36	\$12.56	\$12.76
7	\$12.49	\$12.69	\$12.89
8	\$12.65	\$12.85	\$13.05
9	\$12.77	\$12.97	\$13.17
10	\$12.89	\$13.09	\$13.29
11	\$13.01	\$13.21	\$13.41

APPENDIX J

**EDISON LOCAL SCHOOL DISTRICT**  
**14890 SH 213**  
**PO Box 158**  
**Hammondsville, OH 43930**

**Tel: 330-532-3199**  
**740-282-0068**

Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

BCI check \_\_\_\_\_

FBI check \_\_\_\_\_

Both \_\_\_\_\_

By signing this form, I certify that I am a member of the OAPSE bargaining unit and am entitled to this benefit.

\_\_\_\_\_  
Name Date

**This form must be presented at the Jefferson County ESC at the time of the background check.**

**PLEASE PROVIDE A COPY OF THE RESULTS TO THE EDISON LOCAL SCHOOL DISTRICT**



**COMMITMENT**

**ACHIEVES**

**TOTAL**

**SUCCESS**

Grievance Form  
Classified Employee  
Level I

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

State specific contract provision, board policy or administrative regulation which you believe was violated. \_\_\_\_\_

Date of Oral Notification: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

Outcome of Level I Notification:

\_\_\_\_\_ Issue resolved at Level I  
Initial \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Request to move to Level II  
Initial \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_

**GAEB-E2**

Date Filed _____
Delivery Method:
____ Certified Mail
____ Stamped Receipt
____ Hand delivered
Initial: _____

**Grievance Form  
Classified Employee  
Level II**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

State **specific contract provision, board policy or administrative regulation** which you believe was violated. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of occurrence of violation: \_\_\_\_\_

Additional helpful information (Attach additional sheet if needed) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Request hearing with Superintendent? Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Signature

**Prepare in duplicate. One copy to superintendent, and retain one copy**

**Blue Color Paper**

**Grievance Form  
Classified Employee  
Level III**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Attach a copy of the Level II grievance form and the superintendent's response. State specific basis for appeal of the superintendent's decision.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State specific action requested of the Board of Education

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of counsel or representative to the B.O.E \_\_\_\_\_

\_\_\_\_\_  
Signature

**Prepare in triplicate. Copy with attachments to treasurer of the board of education, copy to superintendent, retain one copy.**

**Lilac Color Paper**

Grievance Form  
Classified Employee  
Level IV

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

**Attach a copy of the Level II and Level III grievance forms to the superintendent.**

State specific basis for appeal of the superintendent's decision \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State specific action requested of the board of education decision \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of counsel or representative to the B.O.E. \_\_\_\_\_

\_\_\_\_\_  
Signature

**Prepare in triplicate. Copy with attachments to treasurer of the board of education, copy to superintendent, retain one copy.**

**Tan Color Paper**