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# OAPSE

## NEGOTIATED AGREEMENT



**EVERGREEN BOARD OF EDUCATION**

**AND THE**

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

**LOCAL # 528**

**2015 – 2016**

**2016 - 2017**

**2017 - 2018**



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## NEGOTIATED AGREEMENT

### **1. Recognition of Association**

The Board of Education of Evergreen agrees to recognize the Ohio Association of Public School Employees and its Local #528 as the sole bargaining representative for all classified employees now employed or to be employed in the following described unit during the duration of this agreement. This recognition will exclude the treasurer, superintendent's secretary, assistant treasurer, and supervisors employed or to be employed by the Board. This recognition will be for the purpose of negotiations on matters of wages, fringe benefits, and working conditions.

#### **A. Membership**

Full time or regular short-term non-teaching personnel have the right to join in, participate in, and assist the Association and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

All employees in the bargaining unit who, sixty (60) days from hire, or from the effective date of this Agreement, whichever is later, are not members in good standing of the Association, shall pay a fair share fee to the Association as a condition of employment.

The fair share amount shall be certified to the Board by the treasurer of the Association.

The deduction of the fair share fee by the Board from the payroll check of the employee shall be automatic and does not require the written authorization of the employee.

Payment to the Association of the fair share fee shall be made in accordance with the regular dues deduction as provided herein.

This fair share fee agreement between the Board and the Association does not require any employee to become a member of the Association, nor shall the fair share fee exceed dues paid by the members of the Association who are in the same bargaining unit. An internal rebate procedure by the Association and payment by employees holding religious conscientious objections shall be governed by O.R.C. 4117.09(C) and applicable Federal law.

#### **B. Compliance With The Law**

The Board and the Association shall do everything required to comply with all the laws and regulations of the State of Ohio. If any provision of this document, or any application of the provisions of this document to any person or persons,

shall be found to conflict with any Federal or State law, regulation, final ruling, or final order, whether now or hereafter enacted, then such provisions or application shall be inoperative, but the remaining provisions hereof shall continue in full force and effect. Amendments are to be made at the time the provision is found to be contrary to law.

## **2. Management Rights**

The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including the rights specified in 4117.08(C) of the Ohio Revised Code, subject to the specific terms of this agreement. Such rights include, but are not limited to, the right to hire, promote, transfer, assign, retain employees in positions, suspend, demote, discharge, remove or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or funds or other legitimate reasons, to determine the methods, means, employees, or persons by which Board operations shall be conducted, to direct the schedule, shift, and location of the work of employees so that the Board may operate in the most efficient manner, subject only to the specific terms of this agreement. All management rights are retained by the Board, including the sole and exclusive right to manage its operation, buildings, and facilities and to direct the work force including the rights specified in 4117.08(C) of the Ohio Revised Code, subject to the specific terms of this agreement.

## **3. Bargaining Unit**

The bargaining unit includes all full time and regularly scheduled short hour employees in the following positions or classifications:

- Custodian
- Custodial Helper
- Cafeteria Manager
- Cook
- Vehicle Driver
- Aide
- Secretary

## **4. Dues Deduction**

The Board agrees to deduct Association dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Association Treasurer monthly together with a list showing the names of the employees and the amount deducted.

Dues for the Association will be deducted in twenty (20) semimonthly installments starting with the second pay period in November.

Enrollment for dues deductions shall be made upon submission of the signed authorization form to the Treasurer. Dues deduction authorization may be revoked by an employee during a 10-day period ending August 31. Dues deduction authorization not revoked during the 10-day period shall continue for a successive period of one year. Written notice of revocation shall be served upon the Treasurer and the State Association Treasurer.

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

### **AFSCME-PEOPLE**

The Board agrees to deduct from the wages on any member an AFSCME-PEOPLE deduction as provided for in the written authorization. Such authorization must be executed by the employee and may be revoked by the member at any time. The Board agrees to remit any deductions made pursuant to this provision promptly to the union, on a monthly basis, together with an itemized statement showing the name of each member from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## **5. Negotiation Procedures**

Representatives of the Board of Education and representatives of the Association shall be limited to no more than three (3) members from each party. Neither party shall have control over selection of the other party's members. Negotiation meetings shall be private and confidential. Each team shall have the authority to reach tentative agreement with the intent to recommend.

Either party shall indicate their desire to negotiate at least 90 days prior to the expiration of the contract. The parties will attempt to hold their initial session mid-to-late April or as near as possible.

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

The parties agree that during the period of negotiations and prior to reaching agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media unless said release has prior approval of both parties.

The parties agree to furnish, upon written request and in reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in the development and

evaluation of proposals. Each party shall have access to available information in such form as it may exist.

All issues for negotiations shall be submitted in writing at the initial bargaining session. No further issues shall be submitted without mutual agreement.

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

All parts of the existing agreement on which neither party has proposed changes shall be considered as having been agreed to for the new contract.

## **6. Agreement and Disagreement**

When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Association and the Board for ratification and adoption. When adopted by the Board, the agreement shall become part of the official board minutes and binding on both parties. Said agreement shall be signed by the Board's representative and by the Association's representative.

In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties shall then have the option of declaring that an impasse exists. When an impasse occurs, the party declaring the impasse shall submit to the other party, in writing within 10 days, a statement of the items on which the impasse is based. Following submission of this statement, both parties shall meet at a mutually agreed upon time, within 10 days, to agree upon further steps to resolve the impasse. Upon request of either party the local office of the Federal Mediation and Conciliation Service (FMCS) will be contacted to lend assistance in resolving the impasse. Impasse procedures shall last for 30 days unless otherwise mutually agreed upon. Costs of impasse procedures will be assessed according to mutual agreement by the two parties.

## **7. Workers' Compensation**

All employees covered under this agreement are protected under the State Workers' Compensation Act of Ohio in case of injury or death incurred in the course of or arising out of their employment.

An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative along

with a completed district accident form. An application shall be filed with the Bureau of Workers' Compensation.

## **8. Allowances for Travel and Aide Certification**

Understanding that at times it may be necessary for classified employees of the Evergreen Board of Education to use their own vehicles in the performance of their regularly scheduled duties, the Board of Education shall reimburse said employees of OAPSE Local #528 at the rate established by the Board of Education for all employees. The rate shall not be less than 40 cents per mile. Payment shall be made only according to the following regulations:

For driving during regular working hours or at other times as designated by the building principal or central office administration.

Any driving for reimbursement purposes must be only after prior approval of the building principal or central office administration.

The Board of Education shall pay each aide's certification fee upon each renewal.

## **9. Family Leave Act, Personal Leave, Unpaid Leave, Court Leave, and/or SERB Appearances**

### **Family Medical Leave**

When a bargaining unit member receives an unpaid leave for maternity/paternity or medical reasons, the member will receive the benefits after completed reporting as required by the Federal Family and Medical Leave Act of 1993.

To be eligible for FMLA leave, the employee must have worked for the District for at least twelve (12) months and must have provided at least 1,000 hours of service for the District during the twelve (12) months before the beginning of the leave.

During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for a member on the active payroll to continue participation in their insurance programs, provided the member pays their portion of the premiums to the Treasurer at least five (5) days prior to the beginning of the month that is being covered. The FMLA year shall be a rolling year beginning with the first use of FMLA by an employee. An employee is not required to use paid days in lieu of FMLA.

### **Personal Leave**

All employees shall be entitled to three (3) days of personal leave per contract year. Use of these personal days shall result in no loss of pay nor shall these days be deducted from the employee's accumulated sick leave, nor shall these days be used by the employee in lieu of sick leave. Personal leave will not be

approved on days preceding or following holidays or school vacation days. Personal leave will not be approved when an employee is receiving remuneration from outside sources or from the Evergreen School District.

Where possible Personal Leave must be requested five (5) days prior to the date of use.

Requests for personal leave must be submitted online and shall be filled out by the employee for approval. This should be done before the personal day is taken by the employee except, except in an emergency. This is the employee's responsibility.

Employees not utilizing all of their three (3) personal days shall be entitled to their daily rate for each unused personal day or portion thereof. Said payment shall be included with the last pay of June of each year. In lieu of payment for one unused personal day, members have the option of rolling one (1) day over to the next school year. Available personal days may not exceed four days per school year. If any member does not indicate their desire to roll over a personal day prior to the last day of school, all unused personal days will be paid as per contract.

#### **Emergency Personal Leave**

Once all accumulated personal leave days have been used, then all employees will receive an additional personal leave day, without loss of pay, for emergency leave from normal duties. Said leave will require an explanation, signed by the employee giving reason or justification. Emergencies shall be defined as follows:

Personal accidents to member of the employee's family, i.e., father, mother, spouse, child, father-in-law, and mother-in-law.

Disaster affecting the employee's family or family property. For the purpose of this provision, a "disaster" shall be defined as a "sudden, unexpected and unanticipated calamitous event which produces material damage, loss, and distress." Examples of a disaster include, but are not limited to, a flood or tornado causing damage to the residence of the employee.

Notification to the building principal or superintendent will be made as soon as possible.

#### **Unpaid Leave**

An employee may request an unpaid personal day by completing an Unpaid Leave Form. Unpaid leave must be approved by the superintendent. The employee will be docked at the current rate of pay for up to seven (7) days. For any additional days, the employee will be docked pay and health insurance compensation.

A staff member who is summoned for jury duty during normal working hours will turn over the court's check for the per diem allowance for jury duty to the

Board. The Board will then pay the employee their regular daily rate as would normally be paid according to payroll procedures.

Staff members required to participate in proceedings of the State Employment Relations Board and/or Article 29 Grievance Procedure while on duty, shall be compensated as required by administrative policies and procedures of SERB.

## **10. Sick Leave Allowance**

Non-certified staff members shall accrue sick leave in accordance with the provisions of Section 3319.141 of the Ohio Revised Code, at the rate of one and one-fourth (1-1/4) days for each calendar month of completed service. Sick leave is cumulative to a maximum of 240 days.

During each school year each employee who has no accumulated Sick Leave shall be advanced a five-day Sick Leave allowance (up to fifteen (15) days each school year). All advanced sick leave must be repaid before additional sick leave advances can be made.

Sick leave shall be granted for the following reasons:

Personal illness of the employee

Death of a member of the immediate family (not to exceed five days). Immediate family is defined as wife, husband, father, mother, mother-in-law, father-in-law, brother, sister, son, daughter, grandparents, grandchildren, niece, nephew, or a relative living within the household of the employee.

Absence, not to exceed twenty days for any one year, caused by illness in the immediate family which requires the services of a physician. After five days have been used, verification of illness by a physician may be required by the Board.

One-day absence will be granted to attend the funeral of a close friend or family member other than the immediate family.

The following policy shall prevail in regard to the use of sick leave for pregnancy:

The Board will grant sick leave for pregnancy to cover the time off before and after deliver upon written direction of a physician. (Sick leave is defined as sick days that have been accumulated by the employee). Such leave, while under doctor's care, will be limited to a maximum of thirty (30) workdays. If additional sick leave is necessary for medical reasons for either the mother or baby(ies), such leave must be certified by a physician and recertified every thirty (30) days thereafter.

No days will be granted beyond those accumulated at the rate of 1-1/4 days per month as per law.

Leave, without pay, may be granted for pregnancy upon request of the employee at the discretion of the Board of Education.

A Doctor's note may be requested before and after holidays, and/or after five (5) consecutive sick days.

Special requests for sick leave not covered in the above language shall be considered by the Superintendent on an individual basis.

### **11. Assault Leave**

A staff member who is absent due to disability resulting from a clearly provoked attack upon said staff member which occurred on Board of Education premises or while in attendance at an official school function and in the course of said staff member's employment shall, subject to the approval of the Superintendent of Schools, be granted assault leave. During such assault leave, said employees shall be maintained on full pay basis. Sick leave will not be deducted from the employee's accumulated sick leave.

Assault leave may not be granted under this provision unless the staff member in question:

- 1) Has submitted a signed, written letter justifying the granting and use of assault leave.
- 2) Provides " a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from employment.
- 3) Agrees to file criminal prosecution against the person(s) involved.  
Exceptions to this might include an attack by a mentally deranged person, where the filing of charges would not be sound.

Falsification of the aforesaid signed statements shall be grounds for suspension or termination of employment under Ohio Revised Code 3319.16.

### **12. Severance Pay**

Severance pay shall be paid to eligible employees according to the following provisions:

#### **A. Eligibility**

An employee's eligibility for severance pay shall be determined as of the final date of employment. The following items must be met:

The individual must retire from the school system. Retirement means disability or service retirement under the School Employees Retirement System of Ohio.

The individual must be eligible for disability or service retirement as of the last date of employment.

The individual must, within one hundred eighty (180) days of the last date of employment, substantiate acceptance into the retirement system by having received and provided documentation of their first retirement payment, which shall be verified by the appropriate state retirement system.

Upon presentation of this evidence, the retiree shall receive his/her severance payment(s) in the calendar year he/she retires, or within 60 days.

In the event of a shortage of funds, the Treasurer may decide upon an alternate method of payment and will notify the retiree of such payment(s) in accordance with IRS regulations.

In the event of death of an employee, his or her beneficiary will receive a severance payment, providing the employee would have met service retirement qualifications at the end of the current contract year.

#### B. Benefit Calculation

The amount of severance pay due an employee shall be computed as follows:

The employee's accrued, but unused, sick leave shall be multiplied by one-fourth, except that the product thus obtained shall not exceed sixty (60) days of accrued, but unused, sick leave.

The product obtained in the previous paragraph shall be multiplied by the per diem rate of pay for that individual's placement on the salary schedule, including extended service. The per diem rate shall be computed by dividing the employee's total salary by the number of days which that employee is required to work under the terms of the contract in effect at the time of such retirement.

After five (5) years of continuous service with Evergreen Local Schools, a retiring employee is entitled to receive an additional \$20.00 per day for his/her accumulation of unused sick leave between the 160th and 240th day.

Receipt of severance pay, as outlined above, shall eliminate all sick leave credit accrued by the employee.

If an employee retires at or after the age of 55 and severance pay of \$2000 or more, severance pay will be paid directly into a 403(b) account belonging to the eligible employee. Such payment shall be an employer non-elective contribution. No severance shall be paid unless an employee has a 403(b) account into which the payment may be made.

If an employee retires before the age of 55 and/or with a severance accumulation of less than \$2000, severance pay will be paid directly to the employee (not into a 403(b) account). Employees do not have discretion to choose between a cash payment and an employer non-elective contribution into their 403(b) account. If paid into a 403(b) account, severance and other post-retirement payments set forth in this Agreement shall be paid in the shortest period of time possible while staying within the 403(b) contribution limits set forth in the law. As a result, payments may be made over multiple years.

### **13. Vacation Schedule**

After completing one full year of service, full-time non-teaching employees will receive two weeks vacation with pay; after ten (10) years, three weeks vacation with pay; and after twenty (20) years, four weeks vacation with pay. In order for a non-teaching employee to qualify as full-time, he/she must be in service not less than eleven months in each calendar year.

Vacation days must be planned and approved by the superintendent. Every effort will be made to prevent interruption in direct services to students/educational process.

The current vacation leave format required by the Treasurer's Office must be completed and submitted to the superintendent at least 10 working days prior to the date(s) requested, unless an emergency exists.

### **14. Holidays**

All eligible employees will receive the following holidays off with pay:

Labor Day  
Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day  
Good Friday

\*\* Independence Day

\*\* Twelve (12) month employees only

All custodians will receive, in addition to the above stated holidays, Jr. Fair Day, the day after Thanksgiving, as a holiday with pay.

To be eligible for holiday pay, the employee must work the workday preceding the holiday and workday following the holiday, or be on an approved absence (i.e. sick leave).

## **15. Field Trip Assignment\***

**Definition:** Trips involving the transportation of students other than on the AM/PM regular routes and preschool transportation.

**Procedure:** The Union president shall appoint one (1) or two (2) Designation Association Representative(s) (DAR) who will serve in this position from July 1 through June 30 of each year. The DARs will be a full-time (4-hours per day minimum) driver for the Evergreen Schools.

### **Assignment of Trips:**

1. Upon submission to the Transportation Department, the Transportation Department will record and list each trip.
2. On Monday of each week, no later than 8:00 am, the DAR will receive from the Transportation Department all current trips. The Transportation Department will post bidding sheet for review. Should Monday be a day of no school, the Transportation Department will deliver the trips to the DAR on the next workday.

### **Trip Eligibility:**

1. Any member wanting to be eligible for extra trips shall place his/her name on the "extra trip" form at the August transportation meeting. There will be four (4) categories to mark: (1) Extra Trips on the bid sheet, (2) Monday through Saturday Trips on the Emergency Call List, (3) Sunday Trips, and (4) Overnight Trips. All lists start at the top by seniority beginning July 1 and continue to rotate until June 30.
2. A member is not eligible for an extra trip if:
  - It interferes with his/her route or other Evergreen School District employment, with the exception of overnight trips.
  - The trip results in overtime payment (unless otherwise approved by the Superintendent).
3. If a member does not sign for an extra trip, it may be assigned to a substitute. If no one wants the trip, it will be assigned to the least senior member.

### **Bidding for Eligible Trips:**

1. The DAR will conduct the bidding for eligible trips every Wednesday at 8:00 am.

2. When school is canceled or not in session during the regular academic year, Regular Extra Trips will be bid on the next school day after school resumes.
3. Overnight Trips, Sunday Trips, and Emergency Trips are not defined in accordance with this provision as "Regular Extra Trips."
4. All trips departing before the next regular bid will be treated as an Emergency Trip. Emergency Trips shall be assigned on an on-call basis, unless it qualifies as a true emergency.

**A Driver Unable to Make the Wednesday Bid Meeting Due to:**

- A daily route that runs later than bid time
  - A previously scheduled extra trip
  - Approved leave of absence
  - Additional outside employment
1. Driver will notify DAR in writing indicating the reason they cannot attend the bid meeting.
  2. The driver may submit an Absentee Bid Form with his/her choices in order of preference to the DAR.

**Driver Extra Trip Assignment:**

1. The DAR will assign drivers to the available extra trips and submit completed paperwork to the Transportation Department following the bid meeting.
2. The DAR shall record the acceptance or denial of trips.
3. The Union agrees that no grievance can be filed by any bus driver directly or indirectly involved or affected by the trip bidding procedure.

**Canceled Extra Trips:**

1. If a trip is rescheduled for a later date, the assigned member has the option to drive the trip on the rescheduled date, except Sundays.
2. Any member showing up on the premises for an extra trip, which has been canceled after their arrival, shall be compensated 2 hours Extra Trip Pay at the appropriate rate.
3. In order to receive Show Up Pay at the appropriate rate, the driver must provide the "Trip Slip" to the Transportation Department.

**Trip Categories:**

1. Extra Trips are trips scheduled between AM and PM routes or following PM routes.

- Extra pay will not start until contracted hours are completed - 6:00-8:00 am or 2:00 to 4:00 pm.
2. Overnight trips involve a driver staying overnight.
  3. Emergency trips are scheduled for departure before the next regular bid date.
  4. A True Emergency Field Trip is a trip request or driver change resulting in less than 16 hours (2 workdays) to fill the position. This shall be accomplished by the DAR. If the DAR (or the DAR designee) is unavailable, the Transportation Department will fill the trip.

**Returning Assigned Trips:**

1. A trip returned by a driver after acceptance will be turned back to the DAR.
2. It is not permissible to turn in an already bid upon and accepted trip in lieu of taking another trip scheduled at the same time.
3. Turning in a field trip is necessary from time to time. However, once the employee turns in two (2) trips, the next three (3) times the employee's name comes up on any of the bid list rotations, the employee shall forfeit the opportunity to bid on the trip.

**Emergency Trips:**

1. If the DAR is unsuccessful in his/her attempt to contact a driver either in person, cell phone, personal home phone, or text message, the driver is regarded to have declined the trip.
2. Drivers shall be given 20 minutes to respond either in person, by phone, or by text message. Failure to respond will result in the rotation progressing to the next driver.
3. It is each driver's responsibility to update the DAR's phone records to one (1) phone number to receive the call or text message.

**Rotation:**

1. Extra trips shall be assigned by seniority rotation from the extra trip list.
2. Any member turning down an extra trip shall be skipped in the rotation until his/her name comes around again.
3. All extra trips utilizing a school district owned school bus shall be offered to the bargaining unit prior to offering to teachers, supervisors, substitutes, etc.

**Compensation:**

1. Pay for actual time engaged in the service of the Board shall be at Step 0 on the negotiated wage schedule.
2. There shall be no payment for sleeping on an overnight trip. Overnight trips will be paid a maximum of 8 hours (actual lay over time if less) per day layover time.
3. The DAR(s) shall receive compensation of \$2000 (\$1000 for each DAR) in return for services provided. Payments will be made in the last payroll check in June and the first payroll check in December.
4. Unless the field trip was initially bid as a drop and go or a short hour trip (under 2 hours), the field trip will be paid at a minimum of 2 hours.

**16. Payment for Vehicle Drivers**

Understanding that it is necessary at times for vehicle drivers to perform a certain amount of maintenance on their vehicles, the Evergreen Board of Education shall pay a maintenance fee of \$150.00 to a full-time vehicle driver, and a maintenance fee of \$65.00 to a part-time vehicle driver. Payments will be made according to the following regulations:

Vehicle drivers shall keep the interior of their vehicle, most specifically the floor, clear of dirt and waste.

Vehicle drivers shall deliver their vehicle for maintenance and service, and pick it up upon completion, unless other arrangements have been made.

Vehicle drivers shall see that rear windows, front windows, and appropriate exterior lights are free of dirt.

Vehicle drivers shall perform any other general maintenance to keep their vehicles as clean and free of dirt and waste as possible.

All drivers shall be paid at his/her regular rate of pay to do paperwork for bus routes, seating assignments, route mapping and to designate the place of safety. This payment will be limited to up to eight (8) hours for drivers with AM/PM routes, and up to four (4) hours for drivers with a PM route only.

**17. Pay Schedule for Electrical Heaters**

Payment will be made to fulltime and part-time bus drivers for use of electrical heaters in the buses they drive. Regular bus route drivers will be paid \$120.00.

Payment will be made only to bus drivers who operate buses equipped for electrical heaters, and who are assigned those buses at the beginning of the school year. Should a driver be assigned a bus equipped with an electrical heater after the beginning of the school year, this driver will receive payment for the use

of the electrical heater on a pro-rated basis. Payment for use of electrical heaters will be made the first pay period in December.

## **18. Definitions of Route/Hours/Mid Day Segments/Shuttle Runs**

### **A. Definitions**

1. A bus route involves a regularly assigned period of work for a driver.
2. There are three basic segments that make up a route: AM (6-8), PM (2-4) and mid day.
3. The Transportation Supervisor will establish routes.

### **B. Hours**

1. There shall be a guaranteed number of hours for all full time regular drivers. The AM/PM segment shall be guaranteed a minimum of four (4) hours. The AM segment shall be a minimum of two (2) hours. The PM segment shall be a minimum of two (2) hours. The mid day segment is guaranteed a minimum of one hour. The mid day segment is further discussed in Section C.

Each driver will be required to perform a fifteen (15) minute pre-trip inspection at the start of each day prior to the bus leaving storage. The pre-trip inspection is considered part of the driver's two (2) hour minimum for the AM segment.

2. If a driver's combination of AM, PM and mid day segments exceeds eight (8) scheduled hours, the parties shall meet to discuss and to modify the schedule to keep the scheduled hours per day at or under eight (8) hours, if possible.
3. Drivers reporting to work early at the request of the Transportation Supervisor shall be paid their regular rate beginning with the revised starting time and continuing through their regularly scheduled workday.
4. A bus driver may request a time study to be done if the driver is unable to complete his/her route or one of its segments within the designated time. The study shall be done by the Transportation Supervisor. Routes may be adjusted accordingly and wages paid retroactively to the day the time study was requested.
5. Any directives, which are of a permanent nature regarding students and/or schedule changes, shall be given to the driver in writing with documentation. Route sheets shall be maintained by the driver and Transportation Supervisor.

C. Mid Day Segment

1. A mid day segment includes all regularly scheduled runs between the end of the AM segment and the commencement of the PM segment.
2. All mid day segments shall be bid on a seniority basis separately from the AM/PM segments
3. All mid day segments shall be guaranteed a minimum of one hour a day Monday through Friday. Drivers shall be compensated at his/her regular hourly rate.

D. Bus Shuttles

1. Payment for bus shuttle runs by bus drivers to the different buildings shall be at the rate of one dollar (\$1.00) per run, per contract year.
2. A driver contracted for a shuttle run may decline a shuttle run assignment for a particular day under the following circumstances:
  - a. The assigned shuttle run driver must find another driver willing to run the shuttle run to allow the assigned driver to take a field trip that he/she would normally not be able to take due to his/her shuttle run time requirements.
  - b. The assigned driver is limited to five times during the school year to decline his/her normal shuttle run in order to take a field trip that interferes with the shuttle run. The limit of five opportunities to decline one's normal shuttle run in order to take field trips may be extended by the Transportation Director, after consultation with the OAPSE President and/or Vice President.
  - c. For other temporary job assignments that are not classified as field trips, such as subbing as a classroom aide, the assigned shuttle run driver must make the part-time, supplemental employment opportunity time requirements work with the shuttle run time requirements before agreeing to take on the temporary job assignment.
3. Shuttle runs established before July 1, 2015 will continue to be paid as shuttle runs (grandfather clause). Once a driver being compensated for a shuttle run changes routes, the shuttle to a particular building is no longer needed, or the driver is no longer employed by Evergreen Local Schools, the shuttle run and extra compensation for that shuttle run will no longer exist. After July 1, 2015, extra payments for "new shuttle runs" will end. After July 1, 2015, a "shuttle run" added to a route just becomes part of that

route, and the driver will be paid according to the time allocated for that route.

### **19. Drivers' Training and Testing**

The Board will pay all costs associated with the mandated training and testing as defined in the Ohio Pupil Transportation Operation & Safety Rules, Chapter 3301-83 for school bus drivers.

In service, testing fees, and drivers' abstract fees will be paid by the employer.

The Board will pay the entire cost for each driver's annual physical that is performed by a doctor that is determined by the Board. If an employee chooses to have his/her annual physical performed by a doctor of their choosing, they will be reimbursed the same amount as the Board pays their designated doctor.

All employees will be granted approved time off, with pay, to take the knowledge test and driving test, if required.

Drivers will be paid for twelve (12) hours for recertification (including all regular drivers still employed that have completed recertification).

### **20. Definition of Contract**

All employees will receive an annual pay notice.

Each annual pay notice will contain the following items:

Years of service  
Hourly rate

Hours to be worked or a statement that hours to be worked will be determined within ten working days from the opening day of the school year. The hours that vehicle drivers work shall not be determined within this 10 day period, but shall be determined by the end of the third pay period of the school year.

Each vehicle driver will receive a two (2) hour minimum for their AM (6-8) Segment, a two (2) hour minimum for their PM (2-4) segment, and a one (1) hour minimum for their mid day segment as assigned prior to the establishment of hours to be worked during the school year. Adjustments to the determined rate will be made and paid in the third pay period along with a complete itemized statement.

All employees will receive a complete itemized statement of their pay calculated for the year in the third pay period.

In addition to the employee receiving an explanation of his/her individual salary notice, each secretary shall be given a customized payroll calendar annually indicating the days worked for the number of days contracted each school year. The calendar will include paid holidays. The calendar will represent student days and other days in which the employee is contracted to work, such as waiver days and parent-teacher conference days. Each secretary will receive a copy of an individualized payroll calendar that lists the specific days required to work per his/her personal contract.

If daily hours are increased for thirty (30) days, employee's employment contract will be increased accordingly (excluding substitutes).

Salary notices will be issued prior to August 1 of each school year.

Contracts for non-certified employees will be granted as follows:

1. Newly hired, regular employees shall be given not more than a one-year limited contract. Such contract shall be written to expire on the succeeding June 30.
2. If the employee's initial contract is less than one-year in length, and the employee's contract is renewed, the employee shall be reemployed on a one-year contract.
3. After the employee completes a one-year contract, if the employee's contract is renewed, the limited contract shall be for a period of two years.
4. At the end of the two-year contract, if the employee's contract is renewed, the employee shall be employed on a continuing contract.

The provisions of this section are intended to supersede any conflicting provisions or Ohio Revised Code, Section 3319.081 in regards to the issuance of employment contracts.

## **21. Eligibility for Health, Dental, Vision, & Supplemental Insurance Plans**

1. The Evergreen Board of Education shall provide health insurance, hospitalization, and major medical coverage for employees of the Evergreen School District.
2. Health, dental, and vision insurance will be provided through Northern Buckeye Health Plan (NBHP). All other provisions as outlined by the NBHP health insurance plan will be implemented. The Board maintains the right for the selection and/or change of carriers as long as the policies are substantially equivalent.
3. Employees currently enrolled or eligible to be enrolled in NBHP Insurance (Health, Dental, and Vision coverage) will experience no change in premiums of coverage until the end of the calendar year (December 31,

2015). Beginning with the 2016 calendar year and for every calendar year of the contract (2016, 2017, & 2018), the Board will allot 130% of the High Deductible Health Plan (HDH)) premium cost per month of a family plan, and will allot 160% of the HDHP premium cost per month of a single plan for each eligible employee. The employee may use the funds to purchase any combination of health, dental, vision, and supplemental umbrella insurance (group insurance for accidental, hospitalization, and critical illness), for the employee and eligible dependents. These payments are only for insurance offered by NBHP and supplemental umbrella insurance offered through Evergreen Local Schools. Employees are not entitled to receive any remaining funds if the total cost of the insurance plans chosen by the employee is less than the insurance premium limit set forth above.

4. For employees opting for coverage under the NBHP High Deductible Health Plan (HDHP), the Board of Education will pay \$1500 into a Health Savings Account (HSA) for a HDHP family plan, and \$750 into a HSA for a single plan. The Board will deposit into the HSA the entire contribution in one lump sum on the first pay in January for each year of the contract (January 2016, January 2017, & January 2018).
5. For employees opting out of Health Insurance coverage under the NBHP, the Board of Education will pay 100% of the employee's choice of dental, vision, and supplemental umbrella insurance.
6. If a husband and wife are both employed fulltime by Evergreen Local Schools, the Board of Education will pay for either two (2) single plans or one family plan. If the married employee(s) select Traditional Health Insurance, the Board will pay 100% of the cost of health, dental, and vision coverage. However, the Board of Education will not pay any money towards additional supplemental umbrella insurance if the employee(s) select Traditional Health Insurance. The Board will pay 100% of the cost of health, dental, and vision insurance for the married employee(s) selecting HDHP, and the Board will also pay 100% of the supplemental umbrella insurance. Coverage will continue as long as both employees are married and continue employment with Evergreen Local Schools and both remain eligible for hospitalization coverage.
7. Employees who are contracted at least 4 hours per day (20 hours per week) and are not grandfathered in as full-time employees can select and purchase health insurance at 50% cost to the premium. Employees that work less than 4 hours per day are not eligible for employer contributed health insurance coverage.
8. The Board will provide the lowest-cost NBHP dental insurance policy for classified employees who work a minimum of 3 hours per day, but less than 5 hours per day (unless grandfathered in as a "full-time" employee). For these employees, the Board will pay 100% of the lowest-cost dental plan.

9. The Board will provide the lowest-cost NBHP vision insurance policy for classified employees who work a minimum of 3 hours per day, but less than 5 hours per day (unless grandfathered in as a "full-time" employee). For these employees, the Board will pay 100% of the lowest-cost vision plan.
10. Employees new to the district or employees who leave the district and return to it, shall meet the requirement of working twenty-five (25) hours per week in order to qualify as "full-time employees" for hospitalization, dental, and vision coverage offered by the district.
11. All current employees who had previously qualified for hospitalization coverage at the 20-hour requirement will retain this "full-time" privilege as long as they remain employed at Evergreen Local Schools for a minimum of 20-hours per week. All other employees must work a minimum of 25-hours per week to receive full hospitalization, dental, and vision coverage. An employee who currently qualifies under the aforementioned conditions will continue to qualify even if their work hours are involuntarily reduced. However, if a member voluntarily takes another position or wants his or her hours reduced, this reduction in hours may result in a loss of insurance if his or her new hours fall below the aforementioned levels required to maintain "full-time" coverage.

## **22. Life Insurance**

The Board will provide \$25,000 life insurance coverage for classified employees: employed at least 3 hours per day. Any member currently receiving life insurance that is under 3 hours per day will continue to receive this benefit, unless the member voluntarily reduces his or her time and the newly-scheduled time falls under 3 hours per day.

## **23. Vacancies and Transfers**

When a vacancy occurs in a classification or a new position is added to a classification, each non-certified employee will be notified of this potential position. This notification shall be placed by the mailboxes in each school, as well as by the bus mailboxes. Employees will also receive an email notification of said posting. All notifications will be posted and emailed to the employees school email address. If an employee desires for this notification to also be sent to a personal email address, the employee must notify the Treasurer. This memorandum will contain the classification, hours of work, qualifications, and location of the advertised position.

Any employee interested in an advertised position will have a period of five (5) working days to contact the superintendent and indicate his/her interest, in writing, to be hand delivered or emailed to the Board office, and stamped or

initialed with the date received by the Board office. In terms of this contract, "vacancy" means new position added or person leaving employment of the Evergreen Schools, where such position is to be filled.

In selecting an employee for a vacant position, the Board shall use the following guidelines:

In filling a vacant position, the Board shall first determine whether employees within the present department or classification meet all the necessary qualifications for the position, including, where appropriate, the relative skills of these employees and other applicants, and any cost or efficiency factors which would result from a particular selection.

If more than one employee within a department or classification is determined to be equally qualified, the vacant position shall be offered to the employee with the highest seniority. Seniority shall be determined by the employee's last date of hire as a bargaining unit member by the Board of Education.

If the vacant position is not filled by an employee within the classification or department, the Board shall determine whether other employees are qualified, and if more than one employee is found to be equally qualified, the employee with the highest seniority will be offered the position.

An employee who is granted the position shall be placed on a thirty (30) work day qualification period to determine capability to perform the work. If the employee or the Board feels the job performance is unsatisfactory (prior to or at the end of the qualification period), that employee will be placed back in the job classification position and salary which he/she left. The Board shall retain the right to have a substitute employee fill the regular employee's position for the qualification period. If the Board places or the employee chooses to return to the classification/position in which he/she left, it may result in all employees returning to their former positions(s). The vacancy(ies) will then be reposted in accordance with this article.

Upon completion of vacancy or transfer position procedure, all applicants shall be notified, via email, of results. If there are no qualified applicants from the bargaining unit, the Board may interview and hire from outside the bargaining unit. The president of the bargaining unit will be notified of new hires within ten (10) days of hire.

If the superintendent directs transfer to another building or equal assignment, notification shall be given to the employee(s) five (5) days prior to the change of assignment. The superintendent shall have the right to transfer any employee(s) with less than a five (5) day notice due to extenuating circumstances. Employees being transferred will be assigned only to positions for which they are qualified. The employee(s) may request to meet with the superintendent, along with a representative, to discuss reasons and details of the transfer.

For purposes of placement on the salary schedule, experience or seniority will be limited to years of experience with the specific category or department to which the employee(s) is to be assigned, i.e. Food Service, Transportation, Custodial, Secretarial, Aide. However, employees who are reassigned or transferred to a higher paying classification shall be placed on the salary schedule that is equal to or more than their present salary or hourly rate.

In the event there is a title change of any job in the bargaining unit, if a position in the bargaining unit is reallocated bringing about a new job classification, or in the event a new job classification is otherwise established, it is agreed between the parties that the bargaining unit and the employer shall discuss whether or not a job classification shall be included in the bargaining unit. If an agreement cannot be reached between the parties as to whether a new job classification is to be in the bargaining unit, the dispute may be submitted to the State Employment Relations Board.

Any non-certified employee desiring a transfer to another location or classification may request this transfer by notifying the superintendent in writing. This request will be on file in the office of the superintendent and will be considered active until August 1 of the following year. This request may be reactivated after this date by submitting another letter.

The qualified shortest hour employee within a classification and building shall be given first opportunity for an available longer hour position. In an effort to run an efficient cafeteria, it may be necessary for a cafeteria employee to fill in as a cashier.

Short Hour employee defined: A short hour employee within a classification is someone that is scheduled to work less than eight hours per day. To be assigned another position on a short-term basis, the short hour employee must not exceed eight hours per day. In addition, the short hour employee must be able to fulfill his or her current job duties as scheduled. Only through approval of the superintendent or the superintendent's designee will a short hour employee's current job schedule be adjusted to enable him or her to fill another position.

Employees shall be prohibited from crossing classifications for extended periods (over 20 working days) unless awarded through the vacancy procedure.

## **24. Job Descriptions**

The Evergreen Board of Education agrees, upon emailed request to the Superintendent, to provide job descriptions for each classification covered under this agreement.

## 25. Reduction In Force and Recall

The following classifications shall be used for the purpose of defining classification seniority in the event of a layoff.

1. Custodians
  - a. Night Custodian and Day Custodians
  - b. Custodial Helper
2. Cafeteria Workers
  - a. Cafeteria Manager
  - b. Cook
3. Drivers
4. Aides
5. Secretaries

Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification. System (or District) seniority shall be defined as the length of continuous service with the Board of Education in any position.

- A. If it becomes necessary to reduce the number of employees in a job classification due to financial reasons or lack of work, the following procedures shall govern such layoff.
1. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire or otherwise vacate a position.
  2. The Board shall determine in which classifications the layoff(s) will occur and will identify the specific position and the employee initially affected by the layoff.
  3. Twenty (20) working days prior to the effective date of any layoff, the Superintendent or his/her designee will provide the Local Union President, or designee, a list of all employees indicating their system and job classification hire dates, classification position, and indicate which positions will be eliminated.
  4. Prior to any Board action on layoffs, members in affected classifications will be offered in writing the opportunity for voluntary layoffs and must respond within five (5) working days. If there are no volunteers, Board action will be taken.
  5. Each employee to be laid off shall be given ten (10) working days advance written notice of layoff. This notification will be hand delivered or sent via registered mail.

6. The identified employee(s) shall be laid off from her/his current position and any employee affected by a reduction, whether directly or indirectly, shall be granted bumping (displacing a less senior employee) rights, until all rights have been exhausted.
  7. Employees electing to exercise their bumping rights must do so in his/her classification prior to being eligible to bump in another classification identified. Those bargaining unit members who may be RIF'd (reduction in force) from a position shall have the right to bump a bargaining unit member with less system seniority in another area if they are properly qualified for the position.
  8. Any employee affected directly or indirectly by the RIF procedure, shall have three (3) working days from the date on which the notice is sent to notify the Superintendent or designee of his or her intent to bump. After a list of employees who wish to exercise their right to bump is established, a meeting time shall be set to discuss the jobs available for them to bump into. The Union and the Board may agree to hold a bump meeting to expedite the bumping process.
- B. Recall List: For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and name all employees. Names shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification
1. Vacancies which occur in an existing position in the classification of layoff shall be first offered to existing employees within the classification, and if still unfilled, to employees on the recall list. Employees with the most seniority on the recall list may decline the position in writing before the next person on the list is considered. Job qualifications must be met.
  2. If a new position is created after a RIF has taken place, anyone from any classification in the bargaining unit may apply for the position along with former employees whose names are still on the recall list.
  3. The employee's name shall remain on the appropriate list for a period of 24 months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.
  4. An employee may be removed from the recall list if he/she:
    - a. Waives his/her recall rights in writing.
    - b. Resigns.
    - c. Fails to respond and/or accept recall to a position from which she/he is qualified within five (5) working days of notification.
    - d. Fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.

5. Any employee who is affected by a layoff shall be afforded the opportunity to be retained for another classified position provided he/she is qualified, in accordance with Article 25 (Vacancies and Transfers).
6. The individual who has been affected by a staff reduction shall be responsible for keeping an updated address and telephone number on file in the Superintendent's office. All recall notices and acceptance notices shall be mailed by certified mail with knowledge of receipt provided to the Superintendent or his/her designee.

## **26. Sub-Contracting/Association Rights**

No outside contractor may be used to eliminate an employee's job.

No supervisor, managerial employee, teacher, parent, and/or student volunteer will be used to eliminate any employee, or their hours, or their work during the term of this Agreement.

## **27. Grievance Procedure**

The purpose of these procedures is to secure a satisfactory settlement and promote harmony with employees as quickly and fairly as possible.

A grievance is a complaint or dispute arising out of misinterpretation, misapplication, or violation of the terms of this agreement pertaining to employment of classified employees.

A grievant is the Association or any bargaining unit member or group of bargaining unit members. Where more than one member is a grievant, each shall sign the grievance form.

There shall be no restraining, interference, coercion, discrimination, or reprisal against anyone filing a grievance.

The person(s) filing the grievance shall have the right of representation by another member of Local 528 or their state representative. Administration may also be represented by one person.

Time limits may be extended by mutual agreement of grievant and administrator. The failure of the grievant to initiate the grievance or appeal to any next step within the time limits provided shall be considered a withdrawal of said grievance. The failure of the superintendent, his designee, or the Board to timely answer or act at any step shall automatically advance the grievance to the next step through Step 3.

Days, as contained herein, mean Monday through Friday, except holidays and calamity days.

The grievance may be withdrawn at any step.

- Step 1: Any classified employee who has a grievance shall discuss it within 10 days of the time grievance arises, first with his/her principal or immediate supervisor. It is acknowledged that it is more desirable to resolve problems informally through free and constructive communication.
- Step 2: If the grievance is not resolved satisfactorily in Step 1, it shall, within 10 days of the discussion in Step 1, be presented to the Superintendent. Within 5 days of receipt of the grievance form, the Superintendent shall set up a meeting between parties involved at an agreeable time and place to hear arguments and make a decision, in writing, within 5 days after the meeting.
- Step 3: If the Association is not satisfied with the disposition of the grievance by the superintendent, the grievance shall be referred to mediation (FMCS) **within ten (10) workdays**.
- Step 4: If grievance is denied in Step 2, or the action taken does not resolve the grievance to the grievant's satisfaction, the Association may appeal to an impartial arbitrator. A notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board of Education within ten (10) work days of receipt of the Step 2 disposition.

All parties shall meet and select an arbitrator mutually acceptable to the Board of Education and the Association. If the parties are unable to agree, the Federal Mediation and Conciliation Service shall be requested, by joint notice from the Superintendent and the Association, to provide a list of seven arbitrators to hear the matter. The arbitrator shall be selected by alternately striking from the list provided.

The arbitrator will render his decision in writing within thirty (30) calendar days, or such additional time as the parties may agree, after formal close of the hearing, and his decision will be final and binding on the parties and may be enforced in any court of competent jurisdiction. The Board and the Association will bear their own grievance and arbitration expenses individually and share the arbitrator's fee and expenses equally.

The jurisdiction and authority of the arbitrator and his opinion and award shall be limited to the interpretation of the written provisions of this Agreement. The arbitrator shall have no

authority to add to or subtract from or in any way modify those matters over which he/she exercises jurisdiction and authority.

Disciplinary action by the administration or Board of Education shall be for just cause and commensurate with the severity of the situation. Disciplinary action is subject to the grievance procedure.

## **28. OAPSE Workshop**

The Evergreen Board of Education agrees to permit up to four (4) officers of OAPSE Local #528 or their delegate to attend NWOEA Day if school is in session on NWOEA Day.

## **29. Professional Development**

Understanding that it is important for non-certified employees of the Evergreen School District to always work toward upgrading skills and abilities needed in their respective work classification, the Evergreen Board of Education shall pay the registration and mileage related to participation in training seminars according to the following regulations:

Registration fees, not to exceed a total of \$150 per employee in any contract year may, if approved, will be paid by the Board of Education. In addition, the Board will pay or reimburse as follows:

Up to \$25.00 for meals per day for overnight trips.  
Up to \$100.00 for rooms per day.  
Mileage at 40 cents/mile.

The training seminar must directly relate to the job classification in which the employee works.

A form explaining the training seminar must be completed by the employee, prior to the workshop, and approved by the building principal and the Superintendent.

Should the Evergreen Board of Education or administration of the Evergreen Schools require attendance of non-certified employees at training seminars, the registrations for those seminars will be paid by the Board of Education. This payment will be in addition to the \$150 allotment described previously. Employees required to attend any in-service meeting scheduled by or on behalf of the Board shall receive up to a maximum for four hours per year at his/her hourly rat for all time spent in such meetings.

### **30. OAPSE Delegates**

The Board of Education will grant paid leave to two employees who are designated as delegates to the annual state convention of the Ohio Association of Public School Employees. Substitutes will be paid by the district; however, the Evergreen Board shall pay no additional expenses.

Any member of OAPSE Local #528 who is an elected district or state officer will also be granted paid leave to attend the annual state convention of the Ohio Association of Public School Employees. However, no more than two (2) school employees from the same classification will be granted leave at the same time.

### **31. Longevity Pay**

Pay for length of service beyond the established salary schedule shall be granted as follows:

\$275 at the completion of 11 years through 14 years  
\$450 at the completion of 15 years through 19 years  
\$650 at the completion of 20 years through 24 years  
\$900 at the completion of 25 years and beyond

To be counted as a full year of service the employee must have a hire date as a bargaining unit member on or before November 1. All employees currently receiving longevity pay shall continue to receive pay at their years achieved.

These amounts will be paid with the first pay of December.

### **32. Experience Credit for Part-Time Classified Employees and Transfers**

The period of employment shall be determined by semesters. A person working one semester, whether on alternating days or short periods each day, shall be credited with 1/2 year service credit for salary schedule placement.

A semester is defined as not less than 4-1/2 months, 18 weeks, or 90 school days, excluding school vacation breaks. Periods of employment of less than one semester may be combined toward attaining a semester credit.

The annual date of determination is July 1. Whatever experience credit has been earned on that date will determine the schedule placement for that year.

No more than one unit of experience in any one job classification may be earned during the same period of employment.

The Evergreen Board of Education may allow training and experience of non-teaching employees in another Ohio Public School District to transfer to the Evergreen District at the time of employment. The training and experience must

be within the same classification however. For example, a bus driver with five years of experience in another district may begin working as a bus driver in the Evergreen district at the five-year experience level on the Evergreen salary schedule. Before any training and experience will be transferred, however, said training and experience must be officially certified by the previous employer.

### **33. Leave of Absence**

Upon the written request of a regular non-teaching school employee, the Board of Education may grant a leave of absence for a period of not more than two consecutive school years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request.

### **34. Overtime**

Overtime (time and one-half) will be paid to members who work over 40 hours per week in their job classification. Any member who works in two or more job classifications will receive a blended rate based on their scheduled hours of work in each classification

All work performed on Sunday shall be paid at the rate of double (2) time.

Starting on July 1 of each year, extra hours and overtime will be offered based on a continual rotation within each building, and beginning with the most senior qualified employee. In the event that no qualified employee in the building is available, the offer shall be made first to the most senior qualified employee outside the building and shall continue through the rotation until the hours have been accepted.

No overtime or extra hours will be paid prior to the work being approved and completed, and without the proper paperwork approved by administration and filed with the Treasurer.

Emergency call-ins shall be paid a two (2) hour minimum.

Full-time employees who have worked prescheduled overtime shall be allowed to receive compensatory time off at the appropriate overtime rate, if they elect to do so, in lieu of payment. The employee shall receive this time off without additional pay. No employee shall earn more than 16 hours of compensatory time between July 1 and November 30, and no employee may earn more than 16 hours of compensatory time between December 1 and June 30. Unused compensatory time, as of June 30, shall be paid off in July. All compensatory time must be logged by the member and approved by the immediate supervisor. Members are responsible for submitting approved paperwork to the business office on or before June 30 for unused compensatory time, in order to receive payment for such time.

### **35. Classification Pay**

Any classified employee who works in a different classification as a substitute or contracted employee will receive at least step 0 pay or years of service for that work type classification.

### **36. Payments to Cafeteria Personnel**

- A. Cafeteria managers shall be granted a minimum of four (4) hours at their regular hourly rate to prepare for the opening of school during each year of this agreement. Hours in excess of four (4) hours must be pre-approved by the Superintendent or the Superintendent's designee.
- B. Cafeteria managers and cooks are required to receive and maintain current certification, from the School Nutrition Association (SNA), and shall receive a stipend of \$200.00 per year for Level 1 classification, a stipend of \$250 per year for Level 2 classification, or a stipend of \$300 per year for Level 3 classification. The stipend will be paid annually upon proof of certification.
- C. A cook must be present and must be offered payment for their time at their current wage (one-hour minimum guaranteed) any time the commercial kitchen equipment is used after before or after regular work hours. The extra hours offered will be on a continual rotation as identified in Article 36. Exceptions may include head cooks being asked to cater special events and/or school functions.

### **37. SERS Pickup**

The Board shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System of Ohio contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the School Employees Retirement System of Ohio increased thereby.

### **38. Calamity Days**

When school is closed due to a calamity (as defined by Ohio school law) classified employees who are contracted less than 8 hours per day (40 hours per week, 260 days per year) will be paid for those days or hours allowed by the state of Ohio. All days or hours will be made up according to the Board-adopted calendar for that year. (Exception: When the Ohio legislature or governor intervenes and reduces or eliminates make-up days or hours.)

Classified employees who are contracted for 8 hours per day (40 hours per week, 260 days per year) will work their regularly scheduled hours during the calamity days unless changed by the Superintendent due to safety considerations.

If the District decides to implement a 3-hour calamity delay, which would be used primarily for heavy fog, school would begin 3-hours later than the established day and the school day would also be extended by 1-hour. Changes to after-school programming (sporting events, etc.) are to be expected when the District is on a 3-hour delay.

At the Superintendent's discretion, employees may be required to report to work on calamity days after the seventh (7) calamity day in any given school year. Unless the employee is a 260-day employee, employees will not be required to report when the road conditions in Fulton or surrounding counties are at a level 2 or 3. Employees will be notified of the time to report to work at the time of the cancellation decision for students via the phone messaging system. Dismissal time will not extend beyond 3 PM for all employees, but dismissal time may be earlier than 3 PM if employees have reported and met their individual contractual work hours.

### **39. Tobacco Free Buildings and Grounds**

Members of the bargaining unit will refrain from using tobacco products in the buildings and on the grounds of Evergreen Local School District.

### **40. Use of Cameras on School Buses**

Cameras on the buses of Evergreen Local School District will be used in the following manner:

Electronic Media from the cameras will only be utilized if the entire bus run is recorded.

Electronic Media may be used in the discipline of students.

Electronic Media may be used to evaluate driving of drivers.

Drivers will be permitted to utilize the electronic media to improve driving and safety on the buses.

Drivers may request that the camera be placed on their bus to monitor potential problems.

The administration reserves the right to place the camera on the bus in a manner that is reasonable and prudent to monitor operations.

Failure of a driver to cooperate with camera usage may be considered failure to follow reasonable rules and regulations of the Board.

A Union Representative and Transportation Department Representative(s) shall be present at the first viewing of all videos in which a driver is present on the video if the driver may be subject to disciplinary proceedings. If the intent of the video viewing is to evaluate student behavior for potential student disciplinary proceedings, then Union Representation will not be required or expected.

In accordance with Article 25, any disciplinary action shall be subject to grievance procedure.

#### **41. Alcohol and Drug Testing**

The school district will pay for required drug testing expenses. If testing offsite, the employer may provide transportation and driver to and from the testing site, or mileage will be reimbursed.

Drivers required to be tested will be compensated at their regular hourly rate for the time involved in testing if it exceeds their normal route time.

The district shall offer a drug and alcohol rehabilitation program to all CDL holders prior to the mandatory Alcohol and Drug Testing in service. The cost of this rehabilitation program for employees working less than 20 hours will be paid by the district to the extent covered by the base plan health insurance program.

On the first occurrence that an employee's test is positive for drug and/or alcohol (at .04 and beyond), the employee shall be required to attend a rehabilitation treatment program. The employee shall be afforded his/her available sick leave and/or medical leave at his/her request.

The Board must require a driver to submit to a controlled substance test if there is reasonable suspicion to believe that the driver has violated the prohibitions of SubPart B concerning controlled substance. The Evergreen School Administrator determining reasonable suspicion shall have the employee submit to a test by the Board approved facility. The employee must cooperate in following all policies and procedures regarding the testing of controlled substances.

If an employee's alcohol test results in a reading between .02 and .04, that employee shall receive a written reprimand, a 24 hour unpaid suspension, and be required to attend an Employee Assistant Program (EAP) consultation and shall arrange for confirmation of the meeting. Should an appointment be scheduled outside of the 24-hour suspension, the employee shall have the suspension continued. Suspension beyond the 24-hour period and until such time as the EAP appointment, the employee shall be suspended with pay. Any employee testing positive beyond .04 is subject to further disciplinary procedures, up to and including termination.

In accordance with Article 25, disciplinary action shall be subject to the grievance procedure.

#### **42. Section 125**

The Board will provide the employees the opportunity to participate in a Section 125 Plan. The plan will enable employees to tax shelter health related expenses not covered by employee's insurance programs. An orientation meeting will take place with interested employees prior to implementation.

#### **43. Direct Deposit**

All employees will be paid through direct deposit.

#### **44. Background Checks**

The Board shall pay for the full cost of the criminal background checks required by ORC 3319.391 (A) and 3327.10 (J) of employees (excluding the background check for initial employment by the Board).

#### **45. Salary Schedules (attached)**

An increase on the base salary for year 2015 – 2016 of 2.75% (.0275)

An increase on the base salary for year 2016 – 2017 of 2.5% (.025)

An increase on the base salary for year 2017 – 2018 of 2.0% (.020)

#### 46. Employment of Retirees

1. Definition of Retiree: A Retiree is an individual who has retired from Evergreen Local Schools and has attained service retirement status with the School Employees Retirement of Ohio and is otherwise qualified by certification or background for employment in the public school system of Ohio.
2. Where a Union vacancy exists which the Board may fill by hiring a properly qualified person who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. Article 25 and/or 27 will be implemented prior to hiring any Retiree. Prior employment in the District is not a guarantee of post-retirement employment or of a particular assignment. All statutory procedures will be followed (public hearing, time frame, etc.).
3. A Retiree shall be granted zero (0) years of experience of the classified salary schedule (Article 47) with the inclusion of his/her position classification. A Retiree shall be credited for another year on the salary schedule for each year employed after the first year hired as a Retiree. This provision expressly supersedes Chapter 331p7 of the Ohio Revised Code.
4. A Retiree shall receive a one-year or two-year limited contract which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a Retiree through offering new one-year or two-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing contract, regardless of years of employment with the Board.
5. A Retiree shall accumulate and may use sick leave in accordance with the provisions of the Negotiated Agreement, but shall not be entitled to severance pay under the provisions of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.
6. A Retiree shall not be entitled to participate in insurances provided to the bargaining unit members under the provisions of the Negotiated Agreement, unless the SERS mandates that districts that employ rehires provide insurance coverage to working retirees.
7. A Retiree shall not accumulate seniority in the bargaining unit for any purpose under the Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the even of a reduction in force pursuant to the provisions of the Negotiated Agreement.

8. A Retiree shall be entitled to all other provisions in this Agreement that are available to bargaining unit members unless otherwise limited by the specific provisions of this Article.

#### 47. Labor Management Committee

There shall be established a committee of eight (8) which shall meet at mutually agreed upon times to discuss problems of mutual concern between parties. Five (5) days prior to the established meeting date, each party shall submit an agenda of items to be discussed. Four (4) members of the committee shall be appointed by the Superintendent and four (4) shall be appointed by the Local #528 president. The parties mutually agree to the training provided by Federal Mediation and Conciliation Services within the first year of each contract.

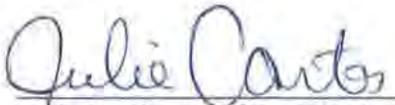
#### 48. Conclusiveness of Agreement

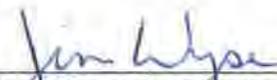
This contract contains the complete agreement between the Evergreen Board of Education and the Ohio Association of Public School Employees Local #528 on all negotiable issues and neither party shall be required, during the life of this agreement, to negotiate upon any issue whether it is covered or not covered in this contract unless otherwise mutually agreed.

The Association agrees that there will be no strike or any other type of action taken which would tend to interfere with the operation of the schools during the life of this agreement. An employee who violates this agreement shall be subject to disciplinary action commensurate with the type of action taken by that employee.

#### 49. Effective Date of Contract

This agreement shall be effective July 1, 2015 and shall remain in full force and effect through June 30, 2018.

  
Julie Carter, President  
Evergreen Board of Education

  
Jim Wyse, Superintendent  
Evergreen Board of Education

  
Wayne Rogers, President  
OAPSE Local #528

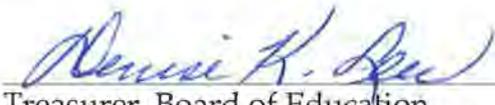
  
Denise Leu, Treasurer  
Evergreen Board of Education

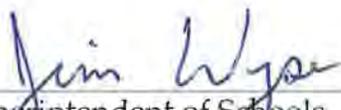
CERTIFICATE

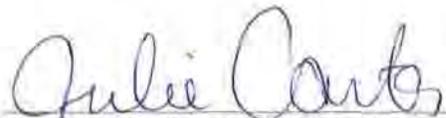
The undersigned, Treasurer of the Board of Education of the Evergreen Local School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Years 2015 – 2018 under the **Negotiated Agreement with the Ohio Association of Public School Employees Local #528** have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Evergreen Local School District, Ohio, and Superintendent of Schools of the Evergreen Local School District, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412, and 5705.44 of the Revised Code.

Dated: 6/22/15   
Treasurer, Board of Education  
Evergreen Local School District, Ohio

Dated: 6/22/15   
Superintendent of Schools  
Evergreen Local School District, Ohio

Dated: 6/22/15   
President, Board of Education  
Evergreen Local School District, Ohio

**EVERGREEN LOCAL SCHOOL DISTRICT**

2015 – 2016 School Year

Step	Drivers	Custodian	Night Custodian	Custodial Helper	Cafeteria Manager	Cook	Aide	Secretary
Sub	\$14.85	\$11.50	\$11.75	\$10.00	\$10.50	\$10.00	\$10.00	\$11.00
0	\$15.61	\$14.78	\$15.05	\$12.83	\$13.66	\$12.83	\$12.83	\$13.91
1	\$15.81	\$14.98	\$15.27	\$13.04	\$13.87	\$13.04	\$13.04	\$14.12
2	\$16.03	\$15.20	\$15.47	\$13.25	\$14.08	\$13.25	\$13.25	\$14.33
3	\$16.23	\$15.40	\$15.69	\$13.46	\$14.29	\$13.46	\$13.46	\$14.54
4	\$16.44	\$15.62	\$15.90	\$13.67	\$14.50	\$13.67	\$13.67	\$14.75
5	\$16.66	\$15.82	\$16.11	\$13.88	\$14.71	\$13.88	\$13.88	\$14.96
6	\$16.86	\$16.04	\$16.32	\$14.09	\$14.92	\$14.09	\$14.09	\$15.18
7	\$17.08	\$16.24	\$16.53	\$14.30	\$15.14	\$14.30	\$14.30	\$15.38
8	\$17.28	\$16.45	\$16.74	\$14.51	\$15.34	\$14.51	\$14.51	\$15.60
9	\$17.50	\$16.67	\$16.95	\$14.72	\$15.56	\$14.72	\$14.72	\$15.80
10	\$17.70	\$16.87	\$17.16	\$14.93	\$15.76	\$14.93	\$14.93	\$16.02
11	\$17.92	\$17.09	\$17.36	\$15.15	\$15.97	\$15.15	\$15.15	\$16.22
15	\$18.28	\$17.46	\$17.73	\$15.50	\$16.34	\$15.50	\$15.50	\$16.59
20	\$18.65	\$17.82	\$18.10	\$15.87	\$16.71	\$15.87	\$15.87	\$16.96
21	\$18.86	\$18.03	\$18.32	\$16.09	\$16.91	\$16.09	\$16.09	\$17.17

**EVERGREEN LOCAL SCHOOL DISTRICT**

2016 - 2017 School Year

Step	Drivers	Custodian	Night Custodian	Custodial Helper	Cafeteria Manager	Cook	Aide	Secretary
Sub	\$14.85	\$11.50	\$11.75	\$10.00	\$10.50	\$10.00	\$10.00	\$11.00
0	\$16.00	\$15.14	\$15.43	\$13.15	\$14.00	\$13.15	\$13.15	\$14.26
1	\$16.21	\$15.36	\$15.65	\$13.36	\$14.22	\$13.36	\$13.36	\$14.47
2	\$16.43	\$15.58	\$15.86	\$13.59	\$14.43	\$13.59	\$13.59	\$14.69
3	\$16.64	\$15.79	\$16.08	\$13.80	\$14.65	\$13.80	\$13.80	\$14.90
4	\$16.85	\$16.01	\$16.29	\$14.01	\$14.86	\$14.01	\$14.01	\$15.12
5	\$17.07	\$16.22	\$16.51	\$14.23	\$15.08	\$14.23	\$14.23	\$15.33
6	\$17.28	\$16.44	\$16.72	\$14.44	\$15.29	\$14.44	\$14.44	\$15.56
7	\$17.50	\$16.65	\$16.95	\$14.66	\$15.51	\$14.66	\$14.66	\$15.77
8	\$17.71	\$16.86	\$17.16	\$14.87	\$15.72	\$14.87	\$14.87	\$15.99
9	\$17.94	\$17.08	\$17.38	\$15.09	\$15.95	\$15.09	\$15.09	\$16.20
10	\$18.15	\$17.29	\$17.59	\$15.30	\$16.16	\$15.30	\$15.30	\$16.42
11	\$18.37	\$17.51	\$17.80	\$15.52	\$16.37	\$15.52	\$15.52	\$16.63
15	\$18.74	\$17.89	\$18.18	\$15.89	\$16.75	\$15.89	\$15.89	\$17.01
20	\$19.12	\$18.26	\$18.56	\$16.27	\$17.12	\$16.27	\$16.27	\$17.39
21	\$19.34	\$18.48	\$18.78	\$16.49	\$17.34	\$16.49	\$16.49	\$17.60

**EVERGREEN LOCAL SCHOOL DISTRICT**

2017 – 2018 School Year

Step	Drivers	Custodian	Night Custodian	Custodial Helper	Cafeteria Manager	Cook	Aide	Secretary
Sub	\$14.85	\$11.50	\$11.75	\$10.00	\$10.50	\$10.00	\$10.00	\$11.00
0	\$16.32	\$15.45	\$15.74	\$13.42	\$14.28	\$13.42	\$13.42	\$14.55
1	\$16.53	\$15.66	\$15.96	\$13.63	\$14.50	\$13.63	\$13.63	\$14.76
2	\$16.76	\$15.89	\$16.18	\$13.86	\$14.72	\$13.86	\$13.86	\$14.99
3	\$16.97	\$16.10	\$16.40	\$14.07	\$14.94	\$14.07	\$14.07	\$15.20
4	\$17.19	\$16.33	\$16.62	\$14.29	\$15.16	\$14.29	\$14.29	\$15.43
5	\$17.41	\$16.54	\$16.84	\$14.51	\$15.38	\$14.51	\$14.51	\$15.64
6	\$17.63	\$16.77	\$17.06	\$14.73	\$15.60	\$14.73	\$14.73	\$15.87
7	\$17.85	\$16.98	\$17.28	\$14.95	\$15.82	\$14.95	\$14.95	\$16.08
8	\$18.07	\$17.20	\$17.50	\$15.17	\$16.04	\$15.17	\$15.17	\$16.31
9	\$18.29	\$17.42	\$17.73	\$15.39	\$16.26	\$15.39	\$15.39	\$16.52
10	\$18.51	\$17.64	\$17.94	\$15.61	\$16.48	\$15.61	\$15.61	\$16.75
11	\$18.73	\$17.86	\$18.15	\$15.83	\$16.69	\$15.83	\$15.83	\$16.96
15	\$19.11	\$18.25	\$18.54	\$16.21	\$17.08	\$16.21	\$16.21	\$17.35
20	\$19.50	\$18.63	\$18.93	\$16.60	\$17.47	\$16.60	\$16.60	\$17.74
21	\$19.72	\$18.85	\$19.15	\$16.82	\$17.68	\$16.82	\$16.82	\$17.95

EVERGREEN LOCAL SCHOOL DISTRICT

OAPSE LOCAL 528 GRIEVANCE REPORT FORM

Name of Grievant(s) \_\_\_\_\_ Date Filed \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

Date cause of grievance occurred \_\_\_\_\_ Step of grievance procedure \_\_\_\_\_

Specific Article allegedly violated \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant(s) \_\_\_\_\_

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

Disposition \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Receipt of the above form should be recorded at each step.

Delivered by \_\_\_\_\_ Date \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_



