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**Negotiated Agreement
Between the
Campbell City School District
and the
OAPSE/AFSCME, LOCAL 4/AFL-CIO
and its Local #141**

July 1, 2015 – June 30, 2018

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ARTICLE 1 - RECOGNITION

Section 1. The Campbell Board of Education, hereinafter referred to as the Board, recognizes the Ohio Association of Public School Employees/AFSCME/AFL-CIO on behalf of Local #141, hereinafter referred to as the Union, as the sole and exclusive bargaining representative for all regular classified employees now employed or to be employed in the following classifications:

Bus Drivers	Educational Assistants
Cafeteria Personnel	Secretarial Personnel
Custodial Personnel	

Section 2. For the purpose of this Agreement, Section 1 shall be considered as a combined single unit.

ARTICLE 11 - NEGOTIATIONS PROCEDURES

Section 1. Negotiation Meetings

After February 1st of the expiration year of the Agreement, upon receipt of a written request for a meeting, either party will have ten (10) days to reply to the request. Within ten (10) days after receipt of the reply, both parties involved will establish a mutually acceptable date and time for the meeting.

Section 2. Submission of Issues

Once the meeting date, time and place have been established by both parties, the following procedure will be used:

In the first meeting, the Union and the Board will exchange their written proposals and give an explanation. The second meeting will be scheduled to give the Board and the Union sufficient time to return with written counterproposals and render an explanation. Subsequent meetings will be used to negotiate the proposals, until a tentative agreement is reached. All meetings shall be held in executive session.

Section 3. Negotiating Teams

The Board and the Union shall be represented at all negotiations meetings by a team of negotiators, not to exceed seven (7) nor less than four (4) members each.

Section 4. Exchange of Information

The Superintendent shall furnish the Union, and the Union will furnish to the Superintendent, upon reasonable request, all available information pertinent to the issues under negotiation. The Board and the union will incur no special expense in providing such information to the other party.

Section 5. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus in privacy.

Section 6. Progress Reports

During negotiations, interim reports shall be made to the Union by its representatives and to the Board of Education by its representatives.

Section 7. News Release

While negotiations are in process, any release prepared for the news media will be approved by both the Board of Education and the Union.

Section 8. Item 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 to that item or issue subject to finalization by ratification by the membership of the Union and adoption by the Board.

Section 9. Agreement

When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Union for ratification and then to the Board for its approval. When approved, in accordance with the provisions of this section, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board.

Section 10. Impasse

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

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

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

The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.

The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

The mediator has no authority to recommend or to bind either party to any agreement. The mediator will serve in an advisory capacity.

ARTICLE 111 - MANAGEMENT RIGHTS

The Board reserves unto itself all rights, privileges and authorities as granted by law and custom except as may be restricted by Section 4117.08(c) of the Revised Code or by the express terms of this Agreement.

ARTICLE IV - ORGANIZATIONAL RIGHTS

Section 1. The Union shall have the following rights:

- A. The right of access at reasonable times to areas in which employees work.
- B. The right to use without charge Board of Education bulletin boards, mail boxes, and other means of communication for the posting or transmission of information or notices concerning OAPASE matters.
- C. The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees annually.

- D. The Union or any committee, thereof, may use school facilities and equipment. Supplies necessary for the use of the equipment shall be furnished by the Union.
- E. The agenda of Board meetings shall be provided to the Union President seventy-two (72) hours prior to the meeting being held at no cost to the Union.
- F. Upon request, the Board agrees to provide the Union with copies of the Board minutes following each Board meeting at no cost.
- G. The Board shall the Union online access to the Board Policy Book through NEOLA (the policy provider).
- H. Employees shall be granted time off to attend union meetings, maximum one (1) per month, should such meeting fall within the employee's regular work shift.
- I. Labor Management
In an effort to solve problems before they become formal grievances, the Superintendent agrees to meet with the Labor Management Committee, which shall consist of three persons, to confer on all matters of mutual concern; to keep both parties to this contract informed of changes and developments caused by conditions other than those covered by this contract and to confer over potential problems in an effort to keep such matters from becoming major in scope. The committee shall meet as often as necessary. The five members will be made up of one person from each of the following classifications: custodian, educational aide, bus driver, cook and secretary. At least one Union officer must be present at each meeting.
- J. Safety Committee
The Board shall recognize the president of the Union, or his/her designee as Safety Representative. The President shall meet with the Superintendent regarding unsafe working conditions, equipment, etc., which may exist and to make recommendations for correcting of such conditions.
- K. Job Descriptions
 1. The Union shall be furnished a copy of the job description of each classification covered under the terms of this contract.
 2. Prior to any changes in any job description covered under the agreement, the Union shall be notified of such anticipated change and a meeting shall be established to discuss such change.
 3. Newly created positions, whose job descriptions would fall within the duties of any classification covered under the terms of this agreement, shall be established by the Board with input from the Union. The salary of the newly created position shall be negotiated with the Union.
 4. All newly hired employees shall be furnished a copy of their job description upon hiring; all other employees shall receive a copy of their job description upon request or following an up-date.
- L. OAPSE Leave
The Board agrees to permit two (2) duly elected/appointed delegates, of OAPSE Local #141 leave of three (3) days each to attend the OAPSE Annual Conference with continuity of salary. All other expenses will be borne by the Union.
- M. OAPSE Workshops
The Board agrees to permit all employees in the bargaining unit to attend OAPSE Workshops which are held on OAPSE/NEOEA day and to be paid for such. In order to be paid, employees must sign in at the beginning of the meeting and remain in attendance throughout the scheduled meeting. Those members not attending an OAPSE Workshop must report to work on that day if scheduled.
- N. Building Representatives
 1. Purpose
The Board recognizes the need and affirms the right of OAPSE to designate building representatives from among its employees in the unit. It is agreed that OAPSE, in appointing such representatives, does so for the purpose of promoting an effective relationship between the Board and employees by helping to settle problems at the lowest level of supervision.
 2. Selection of Building Representatives
OAPSE reserves the right to designate the number and the method of selection of building representatives. OAPSE shall notify the Board in writing of the names of the

building representatives and the group they represent. If a change is made, the school district shall be advised in writing of such change.

ARTICLE V - ASSOCIATION SECURITY AND DUES/FEES DEDUCTION

Section 1. OAPSE Local #141 and the Campbell City Board of Education agree that each and every classified full time and/or hour employee in the recognized bargaining unit shall contribute equally toward the cost of administration of this master agreement by OAPSE and for representation of the classified employees in the described bargaining unit.

Section 2. All classified employees whether they are employed by the Board as regular full time or regular short hour employees and who are eligible to hold membership in OAPSE Local #141, shall become either:

- A. A member of OAPSE Local #141 and execute an authorization for dues deductions on a form provided by OAPSE.
- B. In the alternative, the Board Treasurer shall deduct from the salaries of the employee(s), not applying for membership a service fee in the amount set forth in written notification by the OAPSE Local #141 Treasurer, subject to the internal rebate procedure required by law, such notice to be provided not later than September 30th of each school year. Such fees shall be required as a condition of employment; but a default in payment of dues shall not be cause for discharge or discipline of any employee.
- C. Any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Sections 501 (c) (3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the Union State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject such employee to the same sanctions, as would non-payment of union dues under contract.
- D. In no case shall the monthly service fee be in excess of the regular OAPSE membership dues.
- E. The Union shall notify employees who are fee payers of the internal rebate procedures.

Section 3. All bargaining unit members shall either authorize payroll deduction for the payment of dues or remit payments directly to the Local #141 Treasurer.

Section 4. Such deductions shall be made: local dues will be in two (2) equal installments beginning with the first pay in October; state dues will be in twenty (20) equal installments beginning with the first pay in September. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee. An employee may withdraw membership during a ten (10) day period from August 22nd through August 31st. Should a member withdraw during this withdrawal period, the Board Treasurer shall then deduct according to Section 2 (b).

Section 5. Payroll deductions shall occur immediately upon request or in the case of new employees immediately upon employment; after all contractual and legal notification and procedures have been provided and followed by the Union and employee. The Union shall provide to the school district Treasurer a packet of information to be given to prospective employees prior to hiring which will fulfill the above notice obligation.

Section 6. The Board Treasurer shall forward to the OAPSE State Treasurer the amount of the State dues/fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the local Treasurer. The Board Treasurer shall forward

directly to the local Treasurer the amount deducted for the local dues. This shall be done within ten (10) days following each deduction.

Section 7. The Union shall defend and indemnify the Campbell City Schools, the Board of Education, the Treasurer, their officers, members, agents and assignees, in both their individual and official capacities and hold them harmless against any and all claims, demands, suites or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken by the Campbell City Schools for the purposes of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions. The union shall retain control of any appointments of legal counsel for defense and indemnification purposes.

Section 8. 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 written 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 VI - GRIEVANCE PROCEDURE

Section 1. Definitions

- A. Grievance - a grievance shall mean a claim by a bargaining unit member that there has been an alleged violation, misinterpretation, or misapplication of this Agreement.
- B. Grievance Procedure - a grievance procedure is a method by which an employee can process a complaint, problem, or dispute without fear of reprisal.
- C. Aggrieved Party - an aggrieved party is a classified employee, group of employees of the bargaining unit for the Union.
- D. Parties in Interest - parties in interest shall be the aggrieved party, the grievance representative, the building principal and/or the party directly involved in a given level of procedure.
- E. Days - the term days shall be counted as workdays.

Section 2. The purpose of this procedure is to secure, at the lowest possible level, equitable solution to a grievance.

Section 3. Informal Procedure Solutions to Grievances

- A. An aggrieved party shall first discuss his/her grievance individually with his/her immediate supervisor (building principal or other supervisor) with the objective of resolving the matter formally.
- B. Should the matter not be resolved to the satisfaction of the aggrieved party, further informal effort should be made at a high administrative level, if possible.

Section 4. Formal Procedure

A. Level One

- 1. Should the aggrieved party not be satisfied with the disposition of grievance in the informal procedure, he shall within fifteen (15) days of the incident causing the grievance, file a written grievance with his/her immediate supervisor. A copy of the grievance shall be filed with the Superintendent and the Union President.

2. Within three (3) days following the filing of a formal grievance, the grievance representative shall have the right to an interview with the supervisor for the purpose of obtaining information pertinent to the case. No sooner than three (3) days, nor later than six (6) days following the interview, the supervisor shall call a formal hearing of the parties in interest. The supervisor shall take action on the written grievance within five (5) days of the conclusion of the hearing. The action taken and the reasons for the action shall be reduced to writing and copies shall be sent to the grievant, Superintendent and President of the Union.
3. If the aggrieved party and the immediate supervisor agree upon the resolution of the grievance at this meeting, the immediate supervisor's report is to be written and agreed to by both parties at that time. If not, the grievance goes on to Level Two, unless anytime there after the grieving party dismisses the grievance. .
4. Should any new evidence be presented at the formal hearing, both sides may have three (3) days in which to render a written decision.

B. Level Two

1. Within ten (10) days of notification that a grievance still exists, the Superintendent, or his/her designated representative, shall conduct a hearing involving all parties in interest.
2. If the aggrieved party and the Superintendent agree upon the resolution of the grievance at this meeting, the Superintendent's report is to be written and agreed to by both parties at that time. If not, the grievance goes on to Level Three, unless anytime there after the grieving party dismisses the grievance.

C. Level Three

1. If within fifteen (15) days of the Superintendent's decision the aggrieved person is not satisfied, he/she may request the Union to serve written notice to the Superintendent of its intent to arbitrate the grievance.

The arbitrator will be selected by the meet and strike method, from a list of seven (7) names furnished by the Federal Mediation and Conciliation Service. All other procedures relative to the hearing(s) with the arbitrator will be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

The arbitrator will conduct the necessary hearing(s) and issue a decision within the time limit, as agreed to by the Union, the Board and the arbitrator. The arbitrator shall have no power to add to subtract from, disregard, alter, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding.

The losing party shall bear the cost of the arbitrator. Any other expenses shall be borne by the party incurring them except that any employees who are witnesses, building representatives or the grievant shall not lose pay when the hearing is conducted during that employee's regular hours of work.

Section 5. Miscellaneous

- A. The number of days indicated at each step is considered optimum. The time limits specified may, however, be extended by written agreement of the union and the administrator directly involved.
- B. Failure of the Union to notify the administration of a decision they have made on a grievance at any level will permit the Administration to consider the grievance void.
- C. Any grievance not answered within the time limits shall be deemed resolved by the relief requested by the employee or the Union. All notices of hearing and dispositions of

grievances shall be mailed by certified mail with return receipt requested, with the date of mailing or postmark and date of receipt recorded thereon, or delivered in person and signed receipt required.

- D. Any grievances submitted after May 15th of a school year shall be processed at a time mutually agreeable to the parties in interest, but no later than the beginning of the next school term.
- E. All written reports prepared for the purpose of complying with these procedures by any party in interest shall be made on the appropriate form.
- F. All information concerning a grievance shall be held in confidence by all parties in interest except when required to be divulged by law or Board policy.
- G. Copies of documents, communications and records pertaining to a grievance which has been lodged will be placed only in the confidential files of the Treasurer of the Board and President of the Union and shall not become part of the employee's personnel file.
- H. A classified employee who, on behalf of the Union, is engaged in any grievance with a representative of the Board during the school days may be released from regular duties without loss of salary.

ARTICLE VII - SENIORITY

Section 1. All bargaining unit employees, as defined in Article I Recognition shall be employees of the Campbell School System.

Section 2. There shall be a probationary period of ninety (90) working days to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. During such a time a new employee shall have no seniority rights.

Employees retained beyond this ninety (90) working day period shall have their seniority computed according to Section 3 of this Article. If an employee cannot complete his/her probationary period due to his/her work year, the probationary period shall continue at the start of the employee's next work year.

Section 3. System seniority shall be defined as an employee's length of continuous service with the Board as determined by the original date of hire as regular employee.

Section 4. Classification seniority shall be defined as the length of continuous service with the Board as determined by the original date of hire and as a regular employee.

Section 5. Effective on the date of this Agreement for future hiring only, should the Board hire two (or more) employees (as regular employees) on the same date, ties will be broken in the following manner: Employees hired shall draw numbers from a hat; the lower number shall be more senior.

Section 6. Time spent on leave of absence shall not be computed as service time.

Section 7. **Military Service**

All regular employees of the Board of Education, except substitute, part time and probationary employees, inducted into the Armed forces shall accumulate classification seniority and continuous service rights, provided they apply for reinstatement in accordance with law.

Section 8. The Board shall provide a seniority list, by classification, to the Union President annually.

Section 9. **Service Credit Dispute**

In any dispute between the employee and the Board with respect to the specific amount of service credit to which the employee may be entitled for severance pay purposes and/or for retirement purposes, the years of service shall be determined by the School Employees Retirement System of Ohio based on its records of the employee's service credit.

Section 10.

Seniority

All newly hired employees who are retire/ rehire shall not accrue or retain seniority. Employment of the retire / rehire will be for a period of one year. The retire/rehire will be Automatically non-renewed by contract upon their employment as a retire/rehire at the end of each year of employment. This language supersedes ORC language. The retire/ rehire shall have no recourse regarding this matter. Placement on the salary schedule shall be at Step 2.

**ARTICLE VIII - BID PROCEDURE - VACANCIES/PROMOTIONS -
VACANCIES/NEW POSITIONS**

Section 1.

The Board shall post all job vacancies, including newly created positions, revised positions, and promotional positions for a period not to exceed five (5) working days. At the end of the five (5) working days the bidding shall be closed. The vacancy notices shall be posted in all buildings and shall contain a description, location and details of the opening(s). All vacant or newly created positions must be posted for bid. The posting period shall begin immediately at the time the position became vacant or was known it was to become vacant. A copy of the posting shall be emailed to employees. When nine and ten month employees are not working (summer months) positions will be emailed to them. All employees are to notify the superintendent's office when there is a change in their email address.

Section 2.

An employee must make a request for the vacant position, in writing, to the appropriate supervisor or superintendent.

Section 3.

The awarding and filling of vacancies shall occur within fifteen (15) working days or closing of the bids, using the following formulas:

Award Within the Classification

- A. The vacant position shall be awarded within fifteen (15) working days to the bidding employee, within the classification series of the vacancy, on the basis of seniority, job qualifications, job performance, and attendance of the employee in the building.

The Board shall not be arbitrary and capricious in the selection process. If no employee is deemed qualified the Board may hire as it deems appropriate.

Award Outside of Classification

- A. If no employee within the posted classification series applies for vacancy, an employee from outside the classification who requests the vacancy shall be offered the position on the basis of seniority, job qualifications, job performance, and attendance of the employee. The Board shall not be arbitrary and capricious in the selection process. If no employee is deemed qualified the Board may hire as it deems qualified.
- B. Outside the classification shall be defined as an employee moving from one classification series to another classification series (i.e., Bus Driver to Custodial/Maintenance Series).
- C. An applicant who fills the vacancy in manner set in (a) above shall take such position subject to the following conditions:
1. The applicant shall be subject to a probationary period of thirty (30) days and may at any time during that period be removed and reassigned to his/her former position should his/her job performance not prove satisfactory.
 2. During the five (5) day probationary period the employee may request to be returned to his/her former position.
 3. The Board shall hire a substitute to fill the vacancy created by the probationary period, not to exceed thirty (30) days.

- Section 4. Any bidding applicant shall be notified if they are a successful or unsuccessful applicant.
- Section 5. During the summer months, notices of vacancies shall be given to the Union President.
- Section 6. Within five (5) days after the vacancy is filled, the date and name of the person filling the vacancy shall be given to the President of the Union.
- Section 7. Employees transferring from one classification to another shall move on the appropriate new salary schedule to the next highest step in the current salary the employee is receiving.

Section 8. Temporary Openings

- A. To insure proper and efficient operation of the school, the Superintendent shall fill temporary openings without posting. Temporary openings shall be defined as any opening due to illness or injury or special circumstances which shall be of more than ten (10) working days. Seniority, job qualifications, job performance, and attendance of the employee in the classification in the building shall be offered on a temporary basis. The Board shall not be arbitrary and capricious in the selection process. If no employee is deemed qualified the Board may hire a substitute as it deems appropriate.

Temporary openings which are of ten (10) working days or less duration shall be offered on the basis of seniority, job qualifications, job performance, and attendance of the employee in the classification series in the building shall be offered the position. The Board shall not be arbitrary and capricious in the selection process. If no employee is deemed qualified the Board may hire a substitute as it deems appropriate.

- B. Whenever a temporary vacancy develops into a permanent vacancy, written notice of such vacancy shall be sent to the President of the Union by the Superintendent and the position shall be posted for bid according to Section 1 through 3 of this Article.

Section 9. After School Intervention, Summer School, Jumpstart or other Educational Programs

These programs are to be posted for bid for no more than five (5) working days, District seniority by classification, job qualifications, job performance and attendance of the employee shall be taken into consideration.

The Board shall not be arbitrary or capricious in the selection process. Each program will be considered a new bid on the job that is posted except for the classifications of bus driver, custodian or secretary.

ARTICLE IX - TRANSFERS

- Section 1. Assignments and reassignments shall be made according to the best interests of the school system as determined by the administration provided it is within the employee's classification and not in violation of specific terms of the contract. When reassigning positions, i.e. – educational aides, a meeting will be held as soon as possible to notify employees of changes for the upcoming school year.

- Section 2. Temporary assignments may be made in the event of an emergency. Such assignments shall end with the termination of the emergency.

ARTICLE X - REDUCTION IN FORCE

There may be a reduction of the number of jobs, or scheduled hours of work if the administration determines it to be necessary.

Section 1. If it becomes necessary to reduce the number of employees in a job classification due to lack of funds, or lack of work, the following procedure shall govern such layoff.

Section 2. The number of people affected by reduction in force will be kept to a minimum by not employing replacements, in so far as practical, of employees who resign, retire or otherwise vacate a position. Prior to any reduction in staff the Superintendent shall meet with the Union to discuss such reductions. All Union Officers shall be invited to the meeting along with 1-2 employees from the affected classification.

Section 3. When it becomes necessary to lay off employees by reasons as stated above, the affected employees shall be laid off according to their seniority with the Board with the least senior employee laid off first. Seniority shall be defined as contained in Article VII. An exception to Article VII regarding RIF only shall be employees who retire/rehire shall be RIF'd first according to classification and seniority.

Authorized leaves of absence do not constitute an interruption in continuous service. However, an employee does not accrue seniority while on authorized leave of absence. In the case of identical seniority, the administration and the Union shall meet to determine a fair and equitable mean of deciding which employee shall be laid off first.

Section 4. Bumping shall be exercised on the basis of seniority and present pay range. Any employee affected by such a reduction, or who is bumped, may displace any less senior employee within the same classification in the following order:

1. Within the same classification.
2. Within the same classification series.
3. Within a classification which has the same or similar duties as the classification from which the employee was laid off.
4. Within the classification the employee held immediately prior to holding the classification from which the employee was laid off.

For the purpose of determining bumping rights, there shall be established five (5) classification series as follows:

Series 1 - Educational Assistants
Series 2 - Bus Drivers
Series 3 - Cafeteria Personnel
Head Cook
Assistant Cook
Cook's Helper

Series 4 - Custodial Personnel
Head Custodian
Assistant Custodian
Custodial Helper

Series 5 - Secretarial Personnel

Section 5. The Board of Education shall determine in which classification the lay off should occur and the number of employees to be laid off. In the classification of lay off, temporary, intermittent and new employees on probation shall be laid off before any employee in that classification is laid off.

Section 6. Twenty (20) days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority dates and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be mailed advanced written notice of the layoff, such notice to be deposited in the U.S. Mail at least twenty (20) calendar days prior to layoff. Each layoff notice shall state the following:

- A. Reason for the layoff or reduction
- B. The effective date of layoff

C. A statement advising the employee of his/her rights of reinstatement from the layoff

Section 7. Vacancies, which occur during the period of reduction in force, shall be offered to those employees working through Article VII Bid Procedure. Vacancies which remain following this procedure shall be offered to or declined in writing by the employees standing highest on the appropriate reinstatement list before the next person on the list is considered. The employee shall be notified by certified mail addressed to the employee's last known address. It shall be the responsibility of the employee to keep the Board informed of his/her current address and phone number. An employee who declines reinstatement shall be removed from the reinstatement list.

Section 8. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstatement from layoff during this period occurs, such employee shall retain all previous accumulated seniority and notice of reinstatement shall be made by certified mail.

ARTICLE XI - WORK DAY AND WORK WEEK

Section 1. All twelve month employees will have an eight (8) consecutive hour workday, inclusive of a forty-five (45) minute lunch.

Section 2. Regular workweek shall be Monday through Friday, forty (40) hours per week for all regular full time employees.

Section 3. Time and one half (1-1/2) will be paid for regular full time employees working more than forty (40) hours in any one work week or more than eight (8) hours on any scheduled work day.

Section 4. The building principals / supervisor will set the normal working hours of all classified employees in their respective buildings at the beginning of the school year. These hours will be altered as needed by management to minimize overtime.

Section 5. Employees will be paid according to time sheet. Employees will not accrued compensatory time.

If the need arises for an employee to leave early or to begin their shift late for a short period of time, (ie. For doctor's appointment or similar circumstance) they may, with permission of their supervisor, leave and offset their lost time by staying later or coming in earlier on another day during that work week.

Section 6. When an individual is called into work other than their normal scheduled time, he/she shall be paid no less than one (1) hour call in time at his/her regular rate of pay.

Section 7. When schools are not in session, employees who work afternoon and evening shifts may be scheduled to work day shift.

Section 8. Employees shall be permitted to leave their work site during their lunch period.

Section 9. Building Checks

The Head Custodian will work on weekends for no more than one (1) hour per day, unless assigned more time by the Superintendent, in order to properly maintain and/or monitor the heating in the building, as well as to check the general conditions of the building, its equipment, utilities and security during such time. Should the Head Custodian be unable to do the building check, the Assistant Custodian will perform the building checks. During the heating season (November 1 to March 31), Head and Assistant Custodians will be paid time and one half for this time. Weekend building checks can be cancelled by the building principal/supervisor with at least a forty-eight hour advance notice.

- Section 10. Custodial Employees shall work the day shift on scheduled workdays when in-service days occur, or when the school is not in session, providing no other scheduled school events require a custodial employee to be scheduled otherwise. Custodian schedules shall be set and maintained throughout each Athletic Season (Football, Basketball, and Baseball/Track).
- Section 11. Efforts will be made for day shift employees to adjust their hours in the summer and at times that students and staff are not in the building when it does not conflict with district activities requiring coverage.
- Section 12. All custodial helpers will receive a thirty-minute, uninterrupted lunch period.

ARTICLE XII - OVERTIME

All overtime and extra duty assignments (i.e., banquets, dinner, football dinner, etc.) shall be offered to employees on the basis of seniority using the following formula:

- A. Employees shall be awarded overtime and extra duty assignments within their own job classification and location before it is offered to an employee from another location.
- B. If an employee within a job classification and location declines overtime or extra duty assignments, it shall be offered to the senior employee within the job classification series that the overtime or extra duty assignment is needed. Such overtime and extra duty assignments out of location shall be on a rotating basis by seniority of those employees able to do all duties necessary in the job classification.
- C. In the absence of a regularly scheduled custodial helper, the time of such employee shall be assigned to the other regularly scheduled custodial helpers. They shall be paid at a regular rate of pay up to a maximum of forty (40) hours per week. It is understood that these employees will be notified as soon as possible when these instances occur.
- D. Only an employee's supervisor/principal may authorize overtime to be worked.

ARTICLE XIII - CONTINGENCY DAYS

- A. All employees shall be paid their appropriate rate of pay for all days/hours of a day when schools in which they are employed are closed owing to hazardous weather or other contingency.
- B. The principal of each building will determine the number of personnel necessary to maintain the operations of their building.
- C. Any bargaining unit member required to work on contingency days/hours will be paid for a contingency day/hours plus regular time for hours worked.

Contingency Days: The board will adopt five contingency days as part of the school calendar. The board will consult with the OAPSE regarding any additional makeup days/hours beyond five as to the date / times of said make-up days/hours. The parties shall consider other bargaining units, county units, transportation, etc. in their deliberations. The Board shall make the final decision regarding makeup days/hours after consideration of OAPSE's recommendations.

Dependent on additional hazardous weather conditions and/or other contingency, the Board retains the latitude to grant additional contingency days/hours while still meeting the statutory requirements for a minimum school year, as set forth in Revised Code Section 3313.48.

The Board shall not be required to compensate bargaining unit members for days/hours made up beyond the scheduled calendar year in order for the Board to comply with the state-mandated minimum school year,

If the District declares a two (2) hour delay all bargaining unit members shall report to work no later than two hours after his/her normally scheduled start time. This does not include employees who are needed to operate the school in a safe, organized manner.

Two (2) Hour Delay: Late Arrival/Early Release (In-Service) (exclusive of safety issues):
Bargaining unit members must work their regular schedule on two hour delay/early release in-service. These days are exclusive of two hour delays/early release days that are called calamity days.

ARTICLE XIV - SICK DAYS

Section 1. Sick Leave

- A. All sick leave must be submitted through the approved electronic means as determined by the Superintendent or his/her designee.
- B. Employees may use sick leave upon the approval of the Superintendent of Schools for absences due to illness, pregnancy, injury, exposure to contagious disease and to illness or death in the employee's immediate family.
- C. Immediate family shall be interpreted to include father, mother, grandparents, brother, sister, husband, wife, child, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, step-parents, foster and step-children, or any member of the household who has stood in the same family relationship with the employee as any of these.
- D. Full-time members of the bargaining unit shall accrue to their credit fifteen (15) days sick leave each year which shall be credited at the rate of one and one-fourth (1-1/4) days per month.
- E. An employee who transfers from one public agency to another public agency shall be permitted to transfer with him/her the amount of his/her accumulated sick leave.
- F. The Superintendent shall require a member of the bargaining unit to furnish a written-signed statement on forms furnished by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. Falsification of sick leave may be grounds for disciplinary action. Should an employee be absent five (5) or more consecutive working days, the employee may be requested to bring in a doctor's excuse.
- G. Each newly hired regular employee of the bargaining unit shall be advanced five (5) days of sick leave credit at the beginning of the school year. If illness requires the employee to use the full amount of credit before four (4) months of service have been completed, such member of the bargaining unit may not be lawfully advanced additional sick leave credit. The five-day advance is to be deducted from the future accumulation of sick leave credit the member of the bargaining unit earns on the basis of completed months of service under provisions of the uniform sick leave law. (Reference Section 3319.141.O.R.C.)
- H. Each regular employee of the Bargaining Unit who has exhausted his/her accumulated sick leave shall be advanced no more than five (5) days of sick leave during the school year (July 1 through June 30) in which the exhaustion of sick leave occurs. Any advance will be deducted from the individual's future accumulation of sick leave credit.
- I. The Board shall provide all fringe benefits to employees who exhaust their sick leave for a three (3) month period of time.
- J. Sick Leave Incentive: A bargaining unit member who works twenty (20) hours or more per week and does not use any sick leave during the first semester shall receive \$75.00 at the conclusion of the first semester. A bargaining unit member who works twenty (20) hours or more per week and does not use any sick leave during the second semester shall receive \$75.00 at the conclusion of the second semester.

Section 2. Sick Leave Accumulation

- A. Sick leave shall be accrued at the rate of one and one-fourth (1-1/4) days for each completed month of service, not to exceed fifteen (15) days per school year. For the duration of this contract, maximum sick leave accumulation shall be unlimited.

Section 3. Calling Off Sick

- A. All classified employees in the district will call their building principal or supervisor to report absence due to illness. These calls should be made prior to the day of absence, or in the case of emergency situations, sufficient notification must be given to the principal or supervisor in order to make arrangement for a qualified substitute.
- B. Sick leave forms must be signed and returned to proper administrator on the day of return to work.
- C. Sick leave form shall be attached as Appendix B.

Section 4. Worker's Compensation

All employees covered under this agreement are protected under the Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment. The employee shall have the options to use sick leave or wage reimbursement under the Act. The employee shall promptly notify the Treasurer as to which option he/she is using.

If an employee is injured while performing his/her duties as an employee, he/she must promptly inform his/her immediate supervisor. The injured employee shall complete and submit to his/her immediate supervisor an accident report within three (3) working days of the injury, unless hospitalized -- then as soon as able. Report forms shall be obtained from immediate supervisor.

If an employee requires medical attentions or if the employee must miss work due to the injury, the employee shall fill out and submit the appropriate Worker's Compensation forms.

An employee who takes wage reimbursement under Worker's Compensation shall continue to be covered by the insurance programs pursuant to the terms and conditions of Article XXII - Fringe Benefits during the temporary period of absence covered by the wage reimbursement of Worker's Compensation.

Section 5. Bereavement Pay

A maximum of three days per incident may be taken with supporting documentation (obituary notice, funeral home memorial brochure). The Superintendent may approve additional days as needed. The use of Bereavement Leave shall be limited to the following: spouse, parent, brother/sister and child, grandparent and grandchild or any member of the household who has stood in the family relationship with the employee as any of these.

ARTICLE XV - SEVERENCE PAY

Section 1. The Board will grant an employee who is retiring accumulated sick leave at the employee's per diem rate of pay as determined by the employee's final base salary at time of retirement.

Section 2.

- A. All severance pay must be submitted through HR Kiosk.
- B. A bargaining unit member with fifteen (15) or more years of service in the Campbell School District may use accumulated Sick Leave for severance pay under the following:

Guidelines:

- 1. A bargaining unit member with fifteen (15) or more years in the Campbell School District who serves employment for the district shall be entitled to 15% of accumulated and unused sick leave earned while an employee of the district to a maximum of 32 days.

2. A bargaining unit member who retires from the Campbell School District with fifteen (15) or less years of service in the Campbell School District shall be entitled to 15% of accumulated an unused sick leave to a maximum of 32 days.
 3. A bargaining unit member who retires from the Campbell School District with sixteen (16) or more years of service in Campbell shall be entitled to twenty-five percent (25% of accumulated an unused sick leave to a maximum of sixty (60) days.
- B. Severance pay shall be made on a per diem rate determined by the annual salary paid the employee at the time of the employee's severance from employment, divided by the number of employee workdays in the entire contract year.
 - C. For severed employees, payment of severance shall be within 60 days of requesting payment unless an alternative date of payment is made by the employee. Such payment shall eliminate all the employee's accumulated sick leave.
 - D. For retired employees, payments shall be made within thirty (30) days of the receipt by the Treasurer of a letter from SERS that the employee has been approved for retirement.
 - E. Any employee with ten (10) or more years of service with the Campbell School District who dies during such employment will be entitled to such payment provided the employee is otherwise eligible as a retiree under SERS guidelines under A2 or 3; otherwise a deceased employee shall be paid such payment under A1. Severance payment for such accumulated sick leave shall be paid to the surviving spouse or estate in the manner provided by law.
 - F. It is the intent of the parties that any RIF'd employee with 10 or more years of service and otherwise eligible shall be entitled to receive the severance payment for accumulated sick leave at any time after the employee's last day of actual work of the school contract year in which the layoff occurred.
 1. The employee requesting and receiving such severance payment shall be considered severed from employment and deemed to have waived any recall rights under the Reduction in Force and forfeited seniority accrued prior to such request and receipt.
 2. Employees who have been on a recall list and not recalled for 28 months and who have forfeited all previously accrued seniority may request and receive their commuted severance pay if they comply with the other provisions of Article XV.
 - G. Any bargaining unit member who severs employment with the Board shall be notified in writing by the Treasurer of the eligibility for and the right to receive the severance pay benefit.

Section 3. Payment of severance pay shall eliminate all accrued sick leave days.

Severance Pay Upon RIF:

Section 1.

- A. It is the intent of the parties that any RIF'd employee with ten (10) or more years of service and otherwise eligible shall be entitled to receive the severance payment for accumulated sick leave at any time after the employee's last day of actual work of the school contract year in which the layoff occurred.
- B. The employee requesting and receiving such severance payment shall be considered severed from employment and deemed to have waived any recall rights under the Reduction in Force and forfeited seniority accrued prior to such request and receipt.
- C. Employees who have been on a recall list and not recalled for twenty-eight (28) months and who have forfeited all previously accrued seniority may request and receive their commuted severance pay up to a maximum of thirty-two (32) days if they comply.

Section 2.

Notification of Severance Benefits

Any bargaining unit member who severs employment with the Board shall be notified in writing by the Treasurer of the eligibility for and the right to receive the severance pay benefit.

Section 4.

Tax Sheltered Annuity Option:

A retiring employee shall be permitted to place a portion of his or her severance pay to a tax-sheltered annuity, provided that the election to defer is made prior to the date that the board of education accepts the employee's resignation. The election to defer severance pay is irrevocable after the Board accepts the resignation. The deferral to a tax sheltered annuity must follow the guidelines of the Internal Revenue Code, IRC Section 15 (c) (4) (B). The tax sheltered annuity company must provide the Treasurer of the school district their calculations showing that the amount to be deferred does, indeed, comply with the IRC regulations.

ARTICLE XVI - LEAVES OF ABSENCE

Section 1.

Leave of Absence

- A. All Leaves of Absence must be submitted through the approved electronic means as determined by the Superintendent or his/her designee.
- B. Upon a written request the Board may grant an unpaid leave of absence for a period of not more than two (2) years for Education or professional or other purpose, and shall grant such leaves where illness or other disability is the reason for the request. Upon return from the leave of absence, the employee shall return to his/her former position.
- C. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he/she was on leave.
- D. If, after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she shall receive credit for his/her length of service with the Board during such replacement period.
- E. A leave of absence will not be granted in order to accept employment elsewhere on a trial basis.

Section 2.

Personal Leave

- A. All personal leave must be submitted using the approved electronic means as determined by the Superintendent or his/her designee.
- B. Each employee shall be entitled to three (3) unrestricted days of personal leave each year without loss of pay.
- C. Notification forms must be submitted to the immediate supervisor (Principal or Superintendent) at least three (3) days in advance, but exceptions may be made to this rule in emergency situations. When two or more consecutive days are requested for personal leave, the Superintendent's approval is required and further clarification may be requested. It shall be the responsibility of the immediate supervisor to arrange for a qualified substitute.

- D. None of the days shall be a day immediately preceding or following a school holiday, workshop, or vacation (except during an emergency with the approval of the Superintendent).
- E. Personal leave is not intended to be used for personal profit or for leisure purposes.
- F. A bargaining unit member who works twenty (20) hours or more per week and does not use any of his/her allocated three (3) days of personal leave during the year will be paid the gross sum of One Hundred Fifty Dollars (\$150.00) at the end of the school year; if only one (1) day of personal leave is used during the year, the bargaining unit member will be paid the gross sum of Seventy-Five Dollars (\$75.00) at the end of the school year; if two (2) or more days of personal leave are used during the year, the bargaining unit member shall receive no reimbursement that year.

OR

Each day of unused personal leave at the end of the school year may be added as an additional day of sick leave to the employee's sick leave accumulation.

OR

Every year a member does not use any of his/her personal leave after his/her 25th year of service within the district, he/she shall receive an additional day of severance to be used at retirement.

No member can accrue more than three (3) additional days of severance with this option. Notification of wishing to convert unused personal days must be submitted in writing to the Treasurer's office prior to June 30th each year applicable.

- G. Personal leave days shall not be cumulative from year to year.

Section 3.

Jury Duty

An employee shall be entitled to leave without loss of pay, for any time the employee is required to perform jury duty (or to serve as a witness under subpoena provided that the employee is not a party to the action). Upon return from jury duty, evidence of performing jury duty is required to be given to the Office of the Treasurer,

Section 4.

Military Leave

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

Section 5.

Assault Leave

An employee who is absent due to physical disability which resulted from an assault (except among employees) arising out of and/or in the course of performing his/her assigned school duties shall be maintained on full pay status during such disability up to a maximum of ten (10) working days or until the first day for which the employee receives Workers' Compensation benefits, whichever is sooner.

Such employee shall prepare and file with the Superintendent signed statements describing the facts warranting the use of assault leave and documentation from a primary care health physician describing the injuries sustained from the assault. If deemed necessary, the Superintendent may request an examination by the school physician.

Section 6.

Professional Leave

- A. Employees may request leave to attend professional conferences and educational workshops, which may be granted at the discretion of the Superintendent.
 - 1. An application describing the conference or workshop and the professional benefit to be directly obtained from it must be submitted in writing to the Superintendent at least three (3) days in advance of the regular Board of Education meeting which precedes the conference or workshop.
 - 2. This leave shall not be used to attend athletic events or to accompany a spouse or acquaintance to his/her conference or workshop. This leave shall not be granted for more than an aggregate total of thirty (30) days per school year for the entire bargaining unit.
- B. If an employee is granted personal leaves in Section A or is requested by the Board of Education or Superintendent to attend a professional conference or workshop. The following procedure will be followed:
 - 1. Employee will receive release time without loss of pay.
 - 2. Conference or workshop fees will be paid for by the Board of Education.
 - 3. Mileage for use of personal automobile will be reimbursed at IRS rate minus \$0.20 per mile, maximum 400 miles round trip.
 - 4. If so approved, expenses for meals (maximum \$25.00 per day) with receipts and lodging (single room charge only) will be paid for by the Board of education. Lodging will be paid by the Board only for conferences, workshops, clinics, etc. held beyond the radius of 100 miles from Campbell. Actual receipts for all expenditures must be attached to appropriate reimbursement forms to receive payment.
- C. For coaching clinics or attendance at and Ohio state athletic tournaments, the Superintendent may grant to an employee a leave for no more than one (1) day per school year with no payment of any expenses by the Board, except for supplying a substitute employee. This leave does not apply to school sponsored athletic events in which our students are participating and the employee is coaching.
- D. For each conference, workshop, clinic, or tournament the attendee shall submit to the Board upon returns a report of the subjects presented and the benefit to the Board.
- E. Summer Workshops are not subject to these leave provisions because school is not then in session. Any payment of fees or expenses in this regard shall be within the discretion of the Superintendent.

ARTICLE XVII - HOLIDAYS

Section 1.

Pursuant to R.C. 3319.087 all regularly scheduled classified employees shall be entitled to the following holidays without loss of pay, providing the holiday falls within a scheduled workweek and doesn't interfere with the school calendar.

- A. Labor Day
Martin Luther King Day
President's Day
Good Friday
Orthodox Good Friday
Memorial Day
Independence Day
Thanksgiving Day
Day Following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day

- B. Furthermore, should January 1, July 4, December 24, December 25, or December 31 fall on a Saturday or Sunday, the preceding or next work day, as the case may be, shall be considered a paid holiday.
- C. Remuneration for day off as stipulated above shall be at the regular rate of pay to which employee is entitled for such days. Premium pay (double time) shall be paid only for hours of work required one day in "A" above. If possible, the bus supervisor will consolidate bus trips for drivers working on those days in an attempt to reduce operating costs.
- D. School calendar showing days off will be posted in each school.
- E. When Orthodox Good Friday falls simultaneously with the Traditional Good Friday, Easter Monday shall be considered a paid holiday.
- F. Bus drivers on the parochial school route shall be paid their regular rate of pay, not premium pay, for driving on Orthodox Good Friday. However, premium pay for that day shall be paid if working that day exceeds the 180 day work year of the bus drivers.
- G. Effective July 1, 2015: Secretaries, custodians and custodial helpers shall be entitled to a holiday without loss of pay between Christmas Day and New Year's Eve, plus Traditional Easter Monday, providing those days fall within a scheduled work week and do not interfere with the school calendar.

Effective July 1, 2016: Secretaries, custodians and custodial helpers shall no longer be entitled to a holiday without loss of between Christmas and New Year's Eve.

ARTICLE XVIII - VACATIONS

Section 1. All vacation time must be submitted through HR Kiosk.

Section 2. Each employee granted vacation pay would be paid at his regular rate of earnings per hour for vacation pay, but not less than his regular workweek.

Section 3. A one-week's vacation shall consist of five (5) consecutive workdays; a two week's vacation consists of ten (10) consecutive workdays, etc.

Section 4. Part time employees shall not be eligible for vacations with pay.

Section 5. A full time employee who is employed not less than eleven (11) months each calendar year shall be entitled to vacation with pay after one complete year of service. After working the following complete years as a full time employee, the accompanying vacation periods, exclusive of legal holidays, will be granted with pay:

One (1) year but less than five (5) years	-	Two Weeks
Five (5) years but less than ten (10) years	-	Three Weeks
Ten (10) or more years	-	Four Weeks
Twenty (20) years - one (1) additional day	-	(Twenty One Days)
Thirty (30) years - two additional days	-	(Twenty Two Days)

Section 6. In case of the death of a classified school employee, the accrued vacation pay due such employee, pro-rated for the period of employment during the current year, shall be paid to the surviving spouse or other dependent.

Section 7. Employees shall be permitted to take their vacation at any time during the year, subject to prior scheduling approval by the Superintendent; the employee shall apply in writing to the Superintendent for such approval at least one (1) month prior to the anticipated vacation time. Secretaries may use a secretarial substitute, when necessary, during the month of June and during the last two weeks prior to the first day of school, to cover necessary vacations taken.

Section 8. Requests for vacation days not taken during the scheduled vacation periods must be submitted in writing to the Principal and the Superintendent. Such requests may be granted only in usual situations and when absence of such employee will not interfere in any way with the normal school operations.

Section 9. The anniversary date for calculating vacation time shall be July 1 through June 30 each year. New employees must work one complete year prior to receiving their first vacation. The first vacation must then be taken prior to June 30 of the year following their first year of work. Thereafter, vacation will be calculated and taken from July 1 through June 30 each year. In unusual circumstances, employees shall be permitted to carry a maximum of one (1) week of vacation past the June 30 deadline.

ARTICLE XIX - DISCIPLINARY ACTION

Section 1. The Board acknowledges that any disciplinary action affecting a classified employee should be administered with the intention of improving the employee's performance. In furtherance of that end, the Board agrees that, whenever possible, a disciplinary problem should initially be resolved between the classified employee and his/her immediate supervisor.

Section 2. The Board agrees that all disciplinary actions, interviews, or oral reprimands affecting bargaining unit members shall be administered in private, when possible.

Section 3. Reprimands

Written and/or oral reprimands may be given to an employee for violation of known work rules, gross negligence, refusal to carry out orders, or otherwise hindering that proper performance of his/her job or that of others.

Reprimands may be issued by the following:

- A. Building Principals
- B. Supervisor of Transportation
- C. Maintenance Supervisor
- D. Cafeteria Supervisor
- E. Superintendent

All written reprimands will clearly establish the reasons necessary for the reprimand. Should an employee work, for a period of two (2) years from the date of last reprimand without further occurrence, the earliest dated reprimand shall be removed from his/her file. Employees with no other written reprimands in their file shall have reprimands removed after one (1) year.

Section 4. Suspensions

The Superintendent may suspend a classified employee for incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duties, or for willful and persistent violations of the rules and regulations of the Board, or for other good and just cause.

Section 5. Termination

The Board may terminate a classified employee for incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duties, or for will full and persistent violations of the rules and regulations of the Board, or for other good and just cause.

Bus Drivers will be terminated for poor driving records. A Bus Driver will be deemed to have poor driving record if he/she is not insurable through the Board of Education.

- Section 6. In the event a classified employee is to be disciplined, the Board agrees to provide the employee with written notice of the reason(s) for the intended action together with the date(s) for the implementation of the disciplinary action.
- Section 7. Prior to any action being taken, the employee shall be afforded a hearing. The employee may be represented at any and all hearings by the Union. The Board and the Union may establish reasonable rules and regulations regarding such hearings to which both parties shall be bound.
- Section 8. Then employee shall have the right to process any of the above actions through the Grievance Procedure.
- Section 9. Any employee found to be unjustly suspended or dismissed shall be re-employed with full compensation for all lost time plus restoration of all other rights and conditions.
- Section 10. Any employee on an extended suspension (more than 30 days) shall be responsible for paying their fringe benefit costs.

ARTICLE XX - INDIVIDUAL RIGHTS

Section 1. Personnel Files

- A. Personnel records shall be filed in the secure files at the Administration Building. Each employee shall have the right to review the contents of his/her own personnel file. A representative of the Union may, at the employee's request, accompany the employee in such review. The review will be made in the presence of the Superintendent or his/her designee.
- B. Any employee can request to see and will be permitted to examine his personnel file, so long as the employee does not remove any article from the file. An employee may receive copies of any information in the personnel file except as limited herein.
- C. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall in the presence of the employee's authorized representative remove such credentials and confidential reports from the file prior to a review of the file by the employee.
- D. Any employee receiving a written reprimand, or notice that may be put in his/her file and that may be used in any disciplinary action procedures, and is of a disciplinary nature, shall be given a copy of said written notice or reprimand indicating that this record will be held in his/her file.
- E. Communications including evaluations, recommendations and derogatory materials that are included in the personnel file, shall be called to the employee's attention at the time of inclusion.

Employees shall have the opportunity to read any material which may be derogatory to the employee's conduct, service, character or personality except as excluded above (i.e., confidential credentials and related personal references). The employee shall acknowledge that he/she had read the material by affixing his/her signature and the date of the filed copy.

His/her signature shall not indicate agreement with the content of the materials but only indicate that material has been inspected by the employee. He/she shall have the opportunity to reply to such derogatory material in written statement attached to the file copy.

- F. Anonymous letters and materials shall not be placed in an employee's file nor shall they be made a matter of record. Any materials placed in the employee's file shall carry the date of enclosure and initials of the Superintendent.
- G. Information pertaining to grievances shall not be placed in an employee's personnel file.

- H. Letters of reprimand, suspension disciplinary actions and derogatory material shall be expunged from the employee's file following a twenty-four (24) month period of time, except as provided in Article 19, Section 4.
- I. Scheduled leave forms shall be kept on file in the Treasurer's office.

Section 2. Employee Evaluations

- A. Employees shall be evaluated annually by their appropriate supervisor/principal.
- B. The appropriate supervisor/principal shall discuss the evaluation with the employee. The employee shall be given a copy of such evaluation.
- C. The signature of the employee on the evaluation will not signify agreement or disagreement, only that the employee discussed the evaluation.
- D. The employee shall have the right to respond to such evaluation, either on the form or by letter, which shall be attached to the evaluation.

ARTICLE XXI - BUS DRIVERS PERSONNEL POLICIES

Section 1. Seniority shall be defined as that period of continuous employment with the school district from the most recent date of hire as a regular employee.

- A. Should more than one (1) driver commence work on the same date, date of application and date of first service as full time regular driver with the Board shall determine the most senior employee, then alphabetical order. Effective on the date of this Agreement for future hiring only, should the Board hire two (or more) employees (as regular employees) on the same date, ties will be broken in the following manner: Employees hired shall draw numbers from a hat; the lower number shall be more senior.
- B. A seniority lists shall be established. The list shall consist of regular full time drivers. The Superintendent / Supervisor of Transportation shall be responsible for maintaining an accurate list.

Section 2. All regular runs will be offered for bid annually, no later than the end of the second full week of school. Drivers will bid on the routes. Regular full time drivers shall have first opportunity for bidding regular routes according to seniority listing.

- A. If regular full time runs are vacated during the school year, or if new runs are established during the school year, such runs shall be re-bid within five (5) days by regular drivers
- B. All runs shall change due to student enrollment in order to run an effective operation.
- C. Drivers will be paid four (4) hours in the summer for mandatory in-service training by the Ohio Department of Transportation. Drivers will also be paid two (2) hours during the summer to preview routes, make recommendations for potential adjustments and to run their routes.

Section 3. Posting of Seniority Lists

- A. An up-to-date seniority list shall be posted in the bus garage annually by the Supervisor of Transportation.

Section 4. Field Trips

- A. The supervisor of Transportation shall post trips three (3) days in advance according to seniority rotation for any extra trip. In making assignments the driver first in rotation beginning with the most senior full time regular driver and continuing on a seniority basis until all full time regular drivers have been provided an opportunity. The supervisor of

Transportation shall post field trips that do not have three day notices as forty eight (48) hour extra trips in accordance with the rotation list.

- B. Should a trip be cancelled, the driver shall be assigned to the next available unassigned trip. Should a trip be cancelled without prior notification to the driver, the driver shall receive one (1) hour at their regular hourly rate of pay.

Section 5. The first extra trips of the school year shall begin the rotation with the driver at the top of the seniority list for that school year. The same rotation list shall be used during the summer months.

Section 6. The Supervisor of Transportation shall provide a roster of students assigned to each bus and a school calendar. Each driver shall receive such schedule on the first day of school.

Section 7. In order for all present employees to be eligible for a full time run, he/she must be available during the times set forth and shall be able to drive 100% of the school year. Exceptions for just cause may be granted by the Supervisor of Transportation.

Section 8. Two (2) hour routes that result in drivers / bus aides completing their route in shorter time period must be available for work onsite at the bus garage for up to a total work time of 2 hours. Should the driver / aide choose not to be available, the rate will only be for actual work time.

Section 9. Drivers Responsibilities

- A. Drivers will be responsible for daily first echelon maintenance. See "Operational Regulations", the Ohio Pupil Transportation Laws and Regulations.
- B. Drivers will remove safety equipment and first aid kits from their buses at night and store them in a safe place, if bus is not housed in the garage.
- C. Pupils will be allowed to depart from the bus only at their designated stop. Authorization from the building principal will be required to depart at any other point.
- D. Drivers will not smoke at any time that they are in a school bus. A school bus is a smoke free school environment.
- E. Drivers will use common sense and wait for a pupil they see running to meet the bus. If the student is habitually late, the driver is to call it to the attention of the Supervisor of Transportation who will notify the building principal.
- F. Drivers will not drive by a designated stop before the designated time for that stop.
- G. Drivers will arrive at the bus storage area at least fifteen (15) minutes prior to the first designated stop.
- H. All drivers are directly responsible to the Supervisor of Transportation.
- I. For any items not covered by this policy, the Ohio Pupil Transportation Laws and Regulations (latest edition) will be in effect.
- J. The driver must make daily inspection for gasoline, oil, and tire pressure, all lights and safety equipment. He/she shall also be responsible to keep the windshield and rear windows cleaned daily or more often if necessary.
- K. The driver shall keep the inside of the bus clean and swept daily. The Supervisor of Transportation will be responsible for supplying cleaning materials.
- L. Each driver shall immediately inform the bus maintenance department, in writing, information as to any need to repairs on the forms provided in the drivers' room.
- M. Each driver is responsible for maintaining discipline on his/her bus. Student violations shall be reported to the Supervisor of Transportation on assigned forms. Drivers will not suspend a student from riding the bus without approval of the Principal.
- N. The Supervisor of Transportation shall have the authority to issue "warning slips" to drivers for any infraction of rules, regulations, or laws. Continued disregard in response to such warnings may be cause for driver disciplinary action according to Article 19.
- O. This provision shall take effect on January 1, 1990, when Ohio begins commercial driver license testing pursuant to the law passed by the U.S. Congress on October 18, 1986, known as the Commercial Motor Vehicle Safety Act.
 - I. To assist a currently employed bus driver in initially complying with such law, the testing fee (including skill and written portions of testing) for the first

required test of each bus driver shall be paid by the employer, but in a total amount not to exceed \$25.00 per driver.

2. All bus driving employees will be granted time off once with pay to take the written and skill test if the only time the test is given during working hours and the employee was scheduled to work at that time.
- P. Any driver involved in a school bus accident, regardless of how minor, shall report such accident to the Supervisor of Transportation and the Board of Education Treasurer. Any chargeable traffic violation by the school bus driver at any time (including privately owned vehicles) must be reported to the Superintendent.
- Q. The Supervisor of Transportation shall have the right to specify which bus a driver is to take on any particular trip. The driver taking said trip is responsible for the interior cleanliness of the bus upon return, and shall be paid fifteen (15) minutes, to be added to trip time. Driver shall have fifteen (15) minutes added to the extra trip time at the beginning of the trip to complete the Mandatory Bus Safety Check.
- R. An itinerant (substitute) may be removed from the list of active substitutes as follows: at his/her request, continued failure to respond for assignments, violation of safety rules, and for other good and just cause, as determined by the Supervisor of Transportation.
- S. Upon return to the Bus Garage, the driver shall fill the gas tank prior to the gas gauge showing a half (1/2) of a tank.
- T. Alcohol & Drug Testing of the School Bus Drivers: all drivers must adhere to all Federal and State regulations regarding Alcohol and Drug testing, and the Board of Education reserves the right to enforce these regulations.
In the event that a driver is not permitted to drive while waiting test results of a mandatory testing requirement, that driver will not lose any pay for that time. If all results of that testing come back positive, the driver may face loss of pay for that time.
- U. Bargaining unit members shall be reimbursed \$25.00 towards the renewal fee of CDL's upon furnishing a canceled check or receipt to the Treasurer's Office. The Board shall pay for re-certification for bus drivers (Once every 6 years).
- V. Bargaining unit member drivers required to report for random alcohol or drug testing, after completing his/her regular run, shall be paid the regular driver's hourly rate of pay for his/her time involved, not to exceed two (2) hours.
- W. On Board Instructor guaranteed \$10.00 an hour for 20 hours, with 10 additional hours given upon approval of the Superintendent.

ARTICLE XXII - FRINGE BENEFITS

The Board of Education will fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Mahoning County School Employees Insurance Consortium effective June 30, 2011. The Board shall provide health, prescription, dental, and vision coverage through the MCSEIC. The standardized coverage was put into effect through the MCSEIC on July 1, 2010.

Medical, Prescription, Dental, and Vision: The medical and prescription benefit plan offered to employees shall be the Core Plan / Low Deductible / Dental / Vision as defined by the Mahoning County Employee Insurance Consortium (MCSEIC). The Board shall pay the following percentages for all full time employees, spouses and eligible dependents as listed below:-

January 1, 2016	Health Plan	89%
	Dental	89%
	Vision	89%
January 1, 2017	Health Plan	89%
	Dental	89%
	Vision	89%
January 1, 2018	Health Plan	88%

Dental	88%
Vision	88%

- Insurance premiums will be deducted in equal amounts based on the number of employee pay dates. (24 pay for deduction).
- 6 – 7.5 hour employees are eligible for single coverage only at a 51% (January 1, 2016)/51% (January 1, 2017)/52% (January 1, 2018) of the premium. (Applies to medical and prescription only; dental and vision are paid at 100% by employee).
- All premiums will be Section 125 pretax dollars.
- All other employees 5% Board pay; no dental or vision.

Section 4. Term Life Insurance

- A. 1. Employees working 2080 hours per year shall be granted a term life insurance policy in the amount of \$50,000.00.
2. Employees working less than 2080 hours per year shall be granted a term life insurance policy in the amount of \$27,000.00.
- B. If the term life insurance carrier requires a coverage reduction factor for employee's age, such reduction factor as prescribed by the carrier shall be automatically incorporated into the terms of this contract.

Section 5. Group Insurance Program

- A. The above named plans shall be provided at the same or improved benefit levels for the duration of this agreement.

Section 6. Copies of Contracts

The President of the Union shall be provided with a copy of each of the insurance contracts affecting bargaining unit members between the Board and any insurance provider.

Any time that one of these insurance contracts affecting bargaining unit members is renewed or changed the Union President will receive a copy of that contract within thirty (30) days of the Board's acceptance of the contract.

Section 7. COBRA

Pursuant to COBRA guidelines, any bargaining unit member on an approved unpaid leave or on the recall list due to a reduction in force may keep any or all of the group insurance benefits provided bargaining unit members in effect by submitting payment of those applicable premiums to the Treasurer of the Board by the first of the month that the benefits are wanted. The amount of the payment shall be no more than the premium by the Board for the same benefit coverage.

ARTICLE XXIII - SALARIES AND SALARY AGREEMENTS

Section 1. Employee's compensation shall be uniform for like positions except for salary increments based on length of service.

Section 2. The anniversary date for salary schedule increments shall be July 1. Six (6) months of employment shall be considered one (1) year of service for salary purposes.

Section 3. A one-time payment of \$150 shall be granted to each employee who has completed twenty (20) years of continuous service with the Board. An additional, one-time payment of \$200 shall be paid to each employee who has completed twenty-five (25) years of continuous service with the Board.

Section 4. Travel Allowance

Any unit member required to use their vehicle for Board business shall be reimbursed at the current IRS per mile rate minus \$0.20. Mileage reports shall be submitted to the Superintendent's office by the tenth (10th) of each month for approval and authorization of payments for expenses incurred during the preceding month.

Section 5. Work Schedule

All twelve (12) month employees shall have a work year of 2080 hours

Section 6. Classification Pay

The Board agrees that if any employee is requested to and does perform work normally performed by an employee holding a higher classification, said employee shall receive a rate of pay for the hours worked in the higher classification at the employee's regular salary schedule step.

FOR EXAMPLE:

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Head Cook	3.95	4.03	4.11	4.18	4.27
Asst. Cook	3.58	3.67	3.75	3.81	

Section 7. Physical Examination

The Board agrees that if any employee is required to have a physical examination prior to issuing a contract, the Board of Education will pay the full cost of such examination. The assigned school physician will give the physical examination. The Board of Education will not provide payment for physicals performed by an employee's physician.

Section 8. Direct Deposit:

Direct deposit of regular paychecks is required for all bargaining unit members. A bargaining unit member shall choose to have his/her paycheck deposited to any financial institution in the Automated Clearing House (ACH) System. Bargaining unit members may use more than one account for deposits. For example, a bargaining unit member may choose to have \$XXX deposited into his/her savings account and the balance to his/her checking account. These differences can be made to different financial institutions. Direct deposit funds will be available at bank opening on payday.

The forms necessary to facilitate direct deposit will be distributed at the beginning of the school year. All bargaining unit members shall supply the Treasurer with the necessary information. A bargaining unit member may change financial institutions during the contract period, but must allow 30 days for the changes to be made through the Treasurer's office and through the ACH. Forms for any change in a bargaining unit member's address, home phone number, and/or financial institution will be available in the Treasurer's office. If a bargaining unit member does not have a bank account, the Board will work with this employee to ensure they receive payment for services rendered.

ARTICLE XXIV - GENERAL PROVISIONS

Section 1. Board of Education

The Board is the locally elected body charged with the establishment of policies for public Education in the Campbell City School District and is employer to all certified and classified personnel of the school system.

Section 2. Superintendent

The Superintendent is the chief executive officer and primary professional advisor of the Board and who, as such, may participate in the negotiation process.

Section 3. Individual

Any provision of this Agreement will not deny any classified employee the individual right to be heard through the established channels of the Board.

Section 4. No Strike

There shall be no strikes, work stoppages, or interruptions or impeding of work for the term of this Agreement. No officer or representative of the union shall authorize, instigate, and/or condone any such activities. No classified employee shall participate in any such activities.

Section 5. Lockouts

There shall be no lockouts.

Section 6. Discrimination

The Board will not discriminate against any classified employee on the basis of race, age, color, creed, national origin, sex, sexual orientation, gender identity and expression, martial status, handicap or membership in or association with the Union.

Section 7. Administration Meetings

In the event of an emergency, the Superintendent may call a Special meeting of the employees and meet with them for a reasonable period of time. Should there be more than four (4) such meetings per year, the employees shall be paid for time spent.

Section 8. Civil Service

The Civil Service Commission shall have no jurisdiction on the employees of the school district except as set forth in O.R.C. 4117.08 (B).

Section 9. Contracting Out

The Board agrees, for the duration of this agreement that it will not enter into agreements with private contractors to provide services that will replace or reduce the hours of bargaining unit members.

However, the use of a chartered bus sponsored by an outside concern such as the Gridiron Club, Booster, Club, or Band Boosters, may be used to transport athletic teams, or the band, under the following conditions:

- A. The event is held somewhere of significant distance (60 miles or more).
- B. Only two regular season events per sport per school year will apply.
- C. All post season play of significant distance applies (60 miles or more).
- D. Any extra runs, other than the above-mentioned applicable runs, that are handled by chartered transportation, the district driver who would have been awarded that run shall be paid his/her full wages that would have been earned for the run, and will not be required to make the trip.

Section 10. Cafeteria Employees/Parent-Teacher Conference Days

Cafeteria employees shall work on parent/teacher conference days to do necessary advance cooking and/or cleaning.

Section 11. Secretarial Substitutes

The Board shall call for secretarial substitute from available educational assistants to offer them substitute secretarial work for absent employees. They will be called beginning with the first day of absence. When the Office Educational Assistant moves up to fill in for an absent Secretary, or the Office Educational Assistant is absent, and Educational Assistant from within the building shall be offered the Office Educational Assistant's position on a rotational basis, from a list of those Educational Assistants wishing to do so. The building principal or their designee shall call for secretarial substitute from available educational assistants to offer them substitute secretarial work for absent employees as long as a qualified substitute can be found to replace them in their area classification as determined by the building principal. They will be called beginning with the first day of absence. When the Office Educational Assistant is absent, an educational Assistant from within the building shall be offered the Office Educational Assistant's position as long as a qualified substitute can be found to replace them in their area classification as determined by the building principal. Seniority, job qualifications, job performance, and attendance shall be considered for the position on a temporary basis. The Board shall not be arbitrary and capricious in the selection process. Prior to August 1 of each school year, the Association President will provide to the building Principal or his/her designee the list of interested members to be a secretarial substitute. Individuals that do not attend the yearly training will not be considered.

Section 12. Short Hour Employees

Short hour employees shall be granted additional hours when such hours are available and do not conflict with the hours normally worked. Additional hours shall be granted on the basis of seniority and shall not exceed 40 hours per week.

Section 13. School Calendar

The Association may propose a calendar to the Superintendent by March 1st of each year. The association shall participate in the discussion of calendar proposals with the Administration. Strong consideration will be given to the calendar recommended by OAPSE.

Section 14. Kitchen Use

When the administration grants the use of any kitchen facility to any organization or school group, the administration will be responsible for the security and cleanliness of the facility, and will determine whether or not a cook will be required during the time of use. Should a cook be required, the regular rate of pay shall be paid, to the cook on duty, by the organization using the facility. Any meal preparation use of equipment shall require the presence of a school district cook.

Section 15. Educational Assistants

All Educational Assistants shall receive a thirty (30) minute break for each six-hour day worked. The thirty-minute break may be the first or last thirty minutes of scheduled work, but the employee must remain in the building. Furthermore, the thirty minutes do not necessarily have to be uninterrupted. The thirty minutes may be taken in two shorter breaks if deemed necessary by the administration.

Section 16. Custodial Training

Any technical training required of custodial positions will be provided. For example, training for HVAC system maintenance, proper maintenance for all floors, proper use of new equipment, etc. will be provided to all responsible custodial staff.

Section 17. Uniforms

The Board of education shall provide work uniforms for all custodial personnel and all cafeteria personnel at no cost to the employee. The Board of Education further agrees to provide bus drivers with attire that is recognizable to the school district. Bus Drivers and Administration shall agree on uniforms for Bus Drivers. The Board and OAPSE agree to form a committee to investigate ways to control costs and to make recommendations regarding uniform options to the superintendent.

Section 18. Free sporting passes for each OAPSE Member

ARTICLE XXV – EMPLOYEE HEALTH AND SAFETY

Section 1. Smoke Free Environment

All Campbell School facilities and vehicles are designated smoke free. Bargaining unit members shall have the right to smoke in privately owned vehicles.

ARTICLE XXVI - DURATION

- a. The effective date of this agreement shall be from July 1, 2015 and shall remain in force until June 30, 2018.

ARTICLE XXVII- SALARY SCHEDULES

During the term of this agreement, a salary schedule study committee shall be created and shall consist of two (2) bargaining unit members appointed by the Union and two (2) administrators appointed by the Board. In preparation for negotiating a successor agreement at the next set of negotiations, the committee shall study the salary schedule and make recommendations for change to the respective negotiating teams of the parties. However, the work of such committee shall not be considered negotiations.

Prior to opening of any new facility, the Administration and OAPSE will meet to discuss and explain any necessary changes in job assignments and/or restructuring of duties.

ARTICLE XXVIII – WAGE INCREASES

The salary schedule herein shall reflect wage increase during the three (3) year term of this contract as follows:

- a. 1.95% effective June 30, 2015; steps and longevity remain in effect.
- b. 1.95% effective July 1, 2016; steps and longevity remain in effect.
- c. 1.75% effective July 1, 2017; steps and longevity remain in effect.

An additional .20% increase to the base if the student population is maintained at 1325 students or above.

The student population will be calculated by taking the count at the end of each month in the 2016-17 school year and averaging the yearly enrollment from September 2016 to May 2017.

“Me Too” Clause, meaning if the Campbell Education Association receives anything better regarding base wages, medical and prescription insurance during the course of this contract, the same will automatically be granted to O.A.P.S.E. Members.

ARTICLE XXIX- SCOPE OF THIS CONTRACT

It is acknowledged that during the negotiations which resulted in this agreement both parties had the ultimate right and opportunity to make proposals with respect to all proper subjects of bargaining. Therefore, for the duration of this agreement, the Board and OAPSE agree that neither party shall be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, and that this document constitutes the entire agreement between the parties.

AGREEMENT

This agreement made and entered into on July 1, 2015, by and between Campbell City School Board, hereafter called the "Board", and the Ohio Association of Public School Employees, AFSCME/AFL-CIO, and its Local 141, hereinafter called the "Union", for and on behalf of the employees in the bargaining unit set forth in Article I of this Agreement. This agreement is in effect from June 30, 2015 through June 30, 2018.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year first above written.

**BOARD OF EDUCATION
SCHOOL**

By: 
President

By: 
Superintendent

By: 
Treasurer

**OHIO ASSOCIATION OF PUBLIC
EMPLOYEES, AFSCME/AFL-CIO**

By: 
President, Local 141

By: 
Field Representative

By: 

By: 

By: 

By: 

By: 

By: _____

