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**Negotiated Agreement**  
**Between**  
**Tuscarawas Valley Local School District**  
**Board of Education**  
**And**  
**Ohio Association of Public School Employees**  
**(OAPSE/AFSCME/AFL-CIO)**  
**Local #634**



*Effective: August 1, 2015 through July 31, 2018*

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## Article 1 – Preamble

Recognizing that a high quality education for the children of the Tuscarawas Valley Schools is the paramount aim of this school District, we do hereby declare that:

- A. The Board of Education, under law, has the final responsibility of establishing policies for the District.
- B. The Superintendent and his staff have the responsibility of carrying out the policies established.
- C. The classified personnel have the ultimate responsibility of providing the best possible conditions of the classrooms, buildings and grounds, buses and transportation.

**1.02** The Tuscarawas Valley Local School District Board of Education also recognizes the need to establish procedures to provide an orderly method for the Board of Education and representatives of the OAPSE Local #634 to discuss matters of common concern and to reach a mutually satisfactory agreement on these matters.

## Article 2 – Recognition

**2.01** The Board of Education hereby recognizes the Ohio Association of Public School Employees Local #634 as the sole and exclusive bargaining representative for all regular employees in the following classifications:

1. Custodian I, Custodian II
2. Bus Drivers
3. Head Cooks, Cooks
4. Secretaries
5. Mechanics
6. Asst. Mechanic/Custodial Maintenance
7. Instructional and Non-Instructional Aides and In-School Suspension Monitors

**2.02** Employees in the following classifications are excluded from the bargaining unit:

1. Superintendent's Secretary
2. Assistant to the Treasurer
3. Transportation Supervisor
4. Budgetary Clerk/Courier
5. Assist. Transportation/Cafeteria Supervisor

**2.03** The Board of Education recognizes the Tuscarawas Valley OAPSE Local #634 for the purpose of arriving at an agreement on proposals concerning: salaries, wages, terms and conditions of employment, as well as continuation, modification or deletion of an existing provision of the Collective Bargaining Agreement. Should any new, non-teaching position be created during the term of this contract, the Board and OAPSE shall meet to discuss the wage rate for the position and review the job description for the position as provided for in Article 17.09.

## Article 3 – Negotiations Procedures

**3.00** The Tuscarawas Valley Local Board of Education does hereby recognize OAPSE Local #634 for the purpose of professional negotiations. Negotiations under this agreement shall be initiated by either party upon written notice to the other party at any time after January 1 in any given year during the

period of this agreement. Subsequent negotiations between the parties shall be initiated, upon written request by either party, and shall be conducted at such time or times as the parties may agree. Subjects for negotiations shall be salaries, fringe benefits, conditions of employment, and all other items which are mutually agreed upon.

Parties may voluntarily and mutually agree to enter into collaborative bargaining utilizing the Interest Based Bargaining process. Should the parties mutually agree to follow the collaborative bargaining process, the Federal Mediation Conciliation Service (FMCS) will provide training and facilitation of the Interest Based Bargaining process as needed. Should the parties not mutually agree to enter into collaborative bargaining, all other provisions as outlined in Section 3 will be followed.

**3.01 *Negotiations Procedures***

The parties meet at times and places agreed upon at the negotiations meeting. Times and places of subsequent meetings may be changed by mutual consent of both parties. All meetings shall be held in executive session.

**3.02 *Teams***

The Board's and the Association's negotiating teams shall not consist of more than six (6) members each. Neither party shall have control over the selection of the other party's team members.

**3.03 *Exchange of Information***

Prior to and during the period of negotiations or impasse provision, the Board and the Association agree to provide each other, upon request, all regularly and routinely prepared information.

**3.04 *Caucus***

Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party time in which to caucus in privacy.

**3.05 *Progress Reports***

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

**3.06 *Protocol***

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

**3.07 *Agreement***

When agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Association for ratification. Following such ratification, it shall be submitted to the Board of Education for ratification and adoption. When adopted by the Board, the Agreement shall become a contract and thus be binding on both parties. Said agreement shall be signed by the Board's representatives and the Association's representatives.

**3.08 *Intent to Recommend***

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

**3.09 *Disagreement***

A. In the event an agreement is not reached by the 14<sup>th</sup> day preceding expiration of this agreement, after full consideration of proposals and counterproposals, either of the parties shall have the

- option of declaring impasse.
- B. If, after sixty (60) days, all issues have been discussed and no tentative agreement has been reached, either party may declare impasse.
  - C. If impasse is declared, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached.
  - D. The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS).
  - E. The assigned Mediator has the authority to recommend, but not to bind either party to any agreements.
  - F. It is agreed that the procedures set forth in this section constitute a mutually agreed dispute settlement procedure which supersedes the procedures contained in O.R.C. §4117.14, except that OAPSE does retain the right to strike by following the procedures required in O.R.C. Chapter 4117.

### **3.10 Representative**

Each side, OAPSE and the Board of Education, may have one representative not a member of the negotiating team present. This person shall not have a voice at the negotiation table.

## **Article 4 – Complete Agreement**

- 4.01** The Board of Education and OAPSE Local #634 acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

## **Article 5 – Grievance Procedure**

- 5.01 *Grievance Defined:*** A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of this agreement.
- 5.02 *Grievant Defined:*** A grievant or the aggrieved party shall mean a person or a group of employees alleging that some violation, misinterpretation, or misapplication of the aforementioned agreement has actually occurred. A grievance alleged to be a “group” grievance shall have arisen out of similar circumstances affecting each member of said group. If economic relief is requested, a group grievance shall set forth the names of each grievant.
- 5.03** The purpose of the grievance procedure is to secure, at the lowest possible level, proper solutions to grievances. Both parties agree that the grievance proceedings shall be kept confidential at all levels of the procedure.
- 5.04** In order that grievances may be processed as rapidly as possible, the number of days indicated at each level is maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended by mutual agreement of both parties.
- 5.05** The aggrieved person or persons may be represented at all stages of the grievance procedure by

OAPSE counsel, OAPSE representative, or other member of the bargaining unit.

- 5.06 The grievant shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be handled in a confidential manner in accordance with these provisions.
- 5.07 OAPSE shall have the right to have its local organization member present at all stages of the specified grievance procedure.
- 5.08 If the grievance procedure is not initiated within twenty-five (25) working days after the aggrieved person or persons knew, or should have known, of the event or condition upon which it is based, or is not appealed within the time limits set forth, the grievance shall be considered waived.

***Grievances shall be resolved as follows:***

- 5.09 ***Level One:*** Any employee having a grievance and his/her Union representative shall first discuss such grievance informally with the grievant's immediate supervisor.
- 5.10 ***Level Two:*** If the grievance is not resolved at Level One, the aggrieved person may file a grievance in writing with his/her immediate supervisor, with copies to the OAPSE President and the Superintendent. The grievant shall specify which section(s) of the contract was/were violated, and state the facts that form the basis of the grievance. The supervisor shall, within five (5) working days after receiving the grievance, submit a written response to the grievance and send copies to the Superintendent, President of OAPSE, Grievance Chairperson, Board President and the aggrieved person. In the event an issue does not pertain to the immediate supervisor, the aggrieved member(s) may proceed directly to Level Three of the Grievance Procedure.
- 5.11 ***Level Three:*** If the aggrieved person is not satisfied with the answer provided at Level Two, s/he may appeal to the Superintendent within ten (10) working days after receipt of the Level Two decision. Upon appeal of a grievance to the Superintendent at Level Three, and by mutual agreement, a conference between the President of OAPSE and/or designee, the grievant and the Superintendent may be held to seek a solution to the grievance. This conference shall be held within ten (10) working days of the submission of the grievance at Level Three.
- 5.12 When a conference is held, the Superintendent shall, within five (5) working days after the conference, review the grievance and give a written response to the aggrieved person and the OAPSE President. When a conference is not mutually agreed on, the Superintendent shall, within ten (10) working days after receipt of the grievance, review the grievance and give a written response to the aggrieved person and the President.
- 5.13 ***Level Four:*** The grievant(s) may, within fifteen (15) working days after the answer of the Superintendent, notify the Superintendent of its intent to submit the grievance to arbitration. The arbitration procedure shall be as follows: Within 45 working days of the notification to the Superintendent, grievant shall, upon written notification to the Superintendent, request the Federal Mediation Conciliation Service (FMCS) to submit a list of seven (7) arbitrators. Either party may request a second arbitrator's list at their own expense. Within five (5) days of receipt of such list, OAPSE's designee and the Superintendent or his designee shall select an arbitrator by alternately striking a name from the list until only one name remains. The striking of the first name shall be determined by the toss of a coin. The arbitrator shall schedule a hearing within forty-five (45) days and at a time mutually agreeable to both parties. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issue.
- 5.14 The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement or to make any award which is inconsistent with the terms of this Agreement or contrary to law. The

decision of the arbitrator shall be binding to both parties, the Association, and the Board.

- 5.15** The costs for the services of the arbitrator, including expenses, if any, will be shared equally by the parties.

## Article 6 – Sick Leave

- 6.01** Each bargaining unit member shall be entitled to accumulate sick leave credit at the rate of one and one-fourth (1-1/4) days per month, for a maximum of fifteen (15) days per year, and may be accumulated to a total of 248 days.
- 6.02** Any employee transferring to the employ of the Board shall be credited with the unused balance of his accumulated sick leave earned within the last ten (10) years, upon verification of such accumulation from the proper public agency pursuant to O.R.C. §3319.141.
- 6.03** For the purpose of absence due to illness, injury, or death in the employee's immediate family, immediate family shall be defined to include bona fide residents of the employee's household and/or spouse, parent, child, brother, sister, mother-in-law or father-in-law, grandparent, step children, and step parents.
- 6.04** Each employee may use sick leave for absence due to personal illness, injury, illness due to pregnancy, exposure to contagious disease which could be communicated to other employees or children, and absence due to illness or death in the immediate family.
- 6.05** In the case of death of a member of the immediate family, not more than five (5) days may be used, unless expanded by permission of the Superintendent.
- 6.06** Each newly hired employee and each employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave, to be charged against sick leave s/he subsequently earns. The Superintendent has the authority to grant the advancement of up to an additional five (5) days of sick leave, upon written request by the employee. An employee with a negative sick leave balance will not be granted any additional sick leave unless expressly granted by the Superintendent, until his/her sick leave balance is zero or greater. If the employee resigns, is placed on leave, or becomes deceased before the advancement has been earned, the amount of such unearned sick leave shall be deducted from any amount owing by the Board to the employee, or if no further money is owed to the employee by the Board, the employee shall repay the Board the amount of unearned sick leave advanced under this section.
- 6.07** Sick leave and personal leave charges shall be calculated in ½ day increments for all employees other than bus drivers. Sick leave and personal leave charges shall be calculated for bus drivers by dividing the total hours in any one bi-weekly pay period for sick leave or personal leave, respectively, by the number of hours scheduled to be worked by the employee in one day. The resulting fraction is then rounded to the nearest hundredth day (i.e., .365 would be .37, .294 would be .29). All charges in excess of credit available will result in a pay dock which will be calculated by multiplying the hours (carried to the nearest hundredth) not covered by credit, times the hourly rate of the employee.
- 6.08** *Donation of Sick Leave*
- A. If a member of the bargaining unit is absent due to a catastrophic or long-term illness or accident of the employee, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, another member of the bargaining unit may donate the closest number of hours to the

closest quarter hour equaling the sum total of monies earned by the absent employee up to five (5) days of the absent employee's wages.

- B. No member of the bargaining unit may receive more than an aggregate of thirty (30) donated sick leave days in any one school year.
- C. Donation of sick days shall be initiated by a bargaining unit member on a form furnished by the Treasurer. The donating employee shall apply to donate sick leave no later than the last day of the pay period prior to the pay period in which the donated time is to be credited to the recipient.
- D. Donated sick leave shall be added to the accumulated sick leave of the absent bargaining unit member and deducted from the donating bargaining unit member.
- E. No member of the bargaining unit shall be required to use more than five (5) days advanced sick leave prior to the use of donated sick leave as defined in Article 6.08.
- F. The Treasurer's office shall notify the President of OAPSE within five (5) workdays after the employee has exhausted his/her accumulated sick leave, if the employee qualifies for donated sick leave as defined in Article 6.08.

#### **6.09 Repurchase of Sick Leave**

An employee who elects to use sick leave and who qualifies for Workers' Compensation lost time benefits may repurchase those sick leave days used at the time-of-use dollar value of each sick day used, including the employee's SERS costs.

## **Article 7 – Assault Leave**

- 7.01** Any employee who is absent due to physical disability resulting from an unprovoked assault which occurred in the regular course of his/her employment with the Board shall be entitled to a paid leave of absence, not to exceed 30 workdays.
- 7.02** Any employee seeking assault leave shall be required to file juvenile or criminal charges against the person(s) making the assault, if known, and to testify as a witness in connection with any juvenile, criminal and/or school disciplinary action taken against the offender. Any employee seeking assault leave shall file a signed statement of the incident with the Superintendent setting forth the date of occurrence, nature of the injury, name of the individual(s) involved, if known, and describing the facts surrounding the assault. If medical attention is required, a certificate from a licensed physician must be provided stating the nature of the disability and its duration. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment. The employee shall furnish such additional information as may be requested by the Superintendent to assist in disciplinary action against the offender or to determine the employee's eligibility to receive assault leave.
- 7.03** Leave granted under this section shall not be charged against sick leave or leave granted under any other section of this Agreement. The employee receiving assault leave shall receive all pay and benefits as if receiving sick leave.

## **Article 8 – Severance Pay**

#### **8.01 Severance Pay – Retirement**

- A. An employee who qualifies for retirement and elects to retire shall receive severance pay in the amount of one-third (1/3) of all accumulated sick leave, to a maximum of seventy-eight (78) days. Such payment shall be based on the daily rate of pay at the time of retirement.
- B. Payment of sick leave shall be made only once to any employee. Payments shall be made no later than sixty (60) days after the effective date of retirement.
- C. Should an employee die during the time between retirement and the receipt of severance pay, the Board will provide the severance pay as calculated above to the employee's designated beneficiary.

**8.02 Severance Pay – Voluntary Resignation**

An employee who voluntarily resigns his employment with the Board after 15 years of service shall be eligible to receive severance pay in the amount of twenty-five percent (25%) of the employee's accrued but unused sick leave days. Severance pay shall not exceed forty-five (45) days in total.

## Article 9 – Unpaid Leaves of Absence

- 9.01 Leaves of absence may be authorized only by the Board of Education upon the recommendation of the Superintendent and within the provisions of O.R.C. §3319.13 governing such leave.
- 9.02 Application for Leave: Application for a leave of absence shall be made at the employee's discretion. The application shall be made in writing to the Superintendent.
- 9.03 Upon return to service of a classified school employee at the expiration of a leave of absence, including Workers' Compensation, s/he shall resume the contract status which s/he held prior to such leave. Seniority status will not be disrupted for people who are given leaves of absence.
- 9.04 Upon written request, a bargaining unit member shall be granted a leave of absence for up to two years if such member is elected to a public office requiring his/her full-time duties in such office, providing holding such public office does not represent a conflict of interest with employment in this school system. Upon written request, such leave may be extended by the Board. No person granted such leave shall be entitled to receive any fringe benefits while on such leave.
- 9.05 **Family and Medical Leave**  
The Board of Education will comply with the requirements of the Family and Medical Leave Act (FMLA).

## Article 10 – Personal Leave

- 10.01 Each employee is entitled to three (3) days of personal leave each year to be used for emergency or personal obligations that cannot be handled at a time other than the workday, one of which is unrestricted. Personal leave requests will not be honored one (1) day before or one (1) day after a school holiday. Restricted personal leave may not be used for leisure or recreational activities, nor to work another job, including self-employment. (Exception: give an acceptable reason to the Superintendent who can approve.)
- 10.02 Except for emergencies which could not be foreseen, personal leave must be requested and approved prior to the day leave is taken.
- 10.03 To request personal leave, the employee will complete and submit the appropriate online

form/request.

**10.04** Personal leave increments will be calculated according to Article 6.07.

## Article 11 – Professional Days or Business

All school personnel are encouraged to improve not only themselves but the District as a whole through attendance at workshops, seminars, and conferences when exemplary programs are in evidence.

- 11.01** Attendance during school time shall have the prior approval of the principal/supervisor and the Superintendent.
- 11.02** Reasonable expenses may be granted provided prior Board of Education approval is given and funds are available. Substitutes shall be provided, if needed.
- 11.03** Requests shall be in writing on the prescribed form.
- 11.04** Employees shall not exceed two (2) members attending any one meeting unless approved by the Superintendent.
- 11.05** Attending to school business away from the building during school hours is permitted with prior permission of the building principal or his/her designee. Where a substitute is involved, permission shall be secured from the Superintendent.
- 11.06** One member of the Local #634 of OAPSE shall be granted up to three (3) days without loss of pay to attend any State OAPSE-AFSCME or Ohio AFL/CIO sanctioned activity. Such employee must pay his/her own expenses.
- 11.07** During all times when they are not scheduled to be working, the Local Union President and/or Grievance Committee Chairperson shall have access to all buildings in which bargaining unit members work for the purpose of conducting Union business. Union representatives shall not meet with employees during times when such employees are scheduled to be working.

## Article 12 – Reduction in Force

- 12.01** In the event it becomes necessary to reduce classified staff due to abolishment of position, lack of funds, lack of work, or building closures, the following procedure shall govern such reductions.
- 12.02** Prior to the Board instituting such reductions in the classified staff, the Board shall meet with the Association to discuss these reductions. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as is practical, for employees who resign, retire, or otherwise vacate a position.
- 12.03** Whenever it becomes necessary to lay off employees for the reasons stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence shall not constitute an interruption of continuous service. In case of identical seniority, procedures outlined in Article 16 shall be followed.
- 12.04** The following classifications shall be used for the purpose of defining classification seniority in the

event of layoff:

- A. Instructional and Non-Instructional Aides and In-School Suspension Monitors
- B. Mechanics, Assistant Mechanics/Custodial Maintenance
- C. Assistant Mechanics/Custodial Maintenance, Custodian I, Custodian II
- D. Head Cooks, Cooks
- E. Secretaries
- F. Bus Drivers

**12.05** The Board of Education shall, upon the recommendation of the Superintendent, determine in which classifications the layoff(s) should occur and the number of employees to be laid off. Each notice of reduction shall state the following:

- A. Reasons for the reduction
- B. The last day of employment

Employees laid off from the following classifications may bump into an equal or lower classification in their classification series as listed below, seniority permitting. An employee bumping into another classification will displace the least senior employee in that classification:

Mechanic to Assistant Mechanic/Custodial Maintenance, Assistant Mechanic/Custodial Maintenance to Custodian I to Custodian II, Head Cook to Cook, Custodian I to Custodian II

An employee laid off from his/her classification who has been previously employed by the Board for not less than one (1) full school year in a different classification (without interruption of system seniority) and has greater system seniority than an employee in that other classification, the employee may bump the least senior employee in that other classification. In such case, the bumped employee shall be laid off from the classification.

An employee laid off, who would also have bumping rights in a classification series, may choose either to bump within the classification series or the other classification in which previously employed.

**12.06** Exceptions to layoff procedures in Section 12.03 and 12.05: If bumping within the classification or into another classification places the employee in a position with fewer hours than their original position, the employee may bump, seniority permitting, the least senior employee in a position in the classification having the same number of hours, or if such position does not exist, a position having fewer hours, but closest to, the employee's original position.

Any employee so bumped shall have the displacement rights spelled out in this Article.

**12.07** Reinstatement of employees shall take place in reverse order of dismissal within the classifications.

**12.08** The employee shall have five (5) calendar days from his/her written notification to accept the reinstated position. A copy of the reinstatement notice shall be sent to the Local Union President. Failure to accept reinstatement shall serve as a resignation of the employee. An employee laid off by a reduction in force shall maintain recall rights for a period of two (2) years.

**12.09** Time spent on a layoff caused by a reduction in force will not disrupt the continuous service for purposes of computing seniority. Time spent on a layoff caused by a reduction in force does not count as "years of experience" for salary schedule purposes.

## Article 13 – Hours of Work and Overtime

### 13.01 *Standard Workweek*

- A. The standard workweek for all bargaining unit members shall be five (5) days per week, Monday through Friday. As to one custodian employed subsequent to July 1, 1987, his/her standard workweek shall be five (5) days per week, but the days to be worked may be changed to meet the needs of the District.
- B. The work schedule for this custodian shall not be changed more frequently than once in thirty (30) calendar days.

### 13.02 *Overtime*

- A. The Board shall pay for overtime required to be worked by the immediate supervisor or building principal at the rate of one and one-half (1-½) times for all hours worked over eight (8) hours in a day and over forty (40) hours in a week. Employees may work overtime without prior approval in cases of calamity, where the health and safety of the students and staff is at risk or where the physical structure of the building is in jeopardy. All extra bus trips shall be exempt from calculation in the eight (8) hour day.
- B. When computing hours worked, professional leave days and holidays shall count as a regular workday. Other forms of paid and unpaid leave shall not count as regular workdays when computing overtime. Calamity day hours will count toward overtime only when the employee is assigned to work hours over and above their regularly contracted job hours.
- C. All overtime shall be granted on a seniority rotation basis, by classification, within a building unless the employee is not qualified to perform the overtime work. The rotation list shall include the names of all employees. Any employee who declines overtime for any reason shall have his/her name rotated to the bottom of the rotation list and will not be granted overtime until his/her name again reaches the top of the rotation list.
- D. If a regular employee is scheduled to work less than a five (5) day week, s/he shall have the opportunity to fill in for another position in his/her classification with more hours before a substitute is called.

### 13.03 *Workdays*

Employees not regularly scheduled to work and who are called in to work shall be guaranteed a minimum of two (2) hours' work.

### 13.04 *Calamity Day Pay*

When the Superintendent declares a calamity day, employees may be required to work to maintain the reasonable operation of the schools. Employees required to work on a calamity day will be paid their regular hourly rate plus that hourly rate paid again (double time) for hours worked on any such day. Employees who have reported to work before a calamity day has been declared and prior to the normal start of school shall also be paid double time, as defined above, for the hours required to work. Employees required to work shall make a reasonable effort to report to work and shall immediately notify their supervisor if they are unable to do so. Employees required to report to work on a calamity day shall receive a minimum of two (2) hours of calamity pay. Employees scheduled to work must work in their own job classification.

### 13.05 *Compensatory Time*

The Board may grant compensatory time off in lieu of overtime pay if mutually agreed to by the employee and Administration in accordance with the following procedure:

- A. Any employee authorized by the Superintendent to accept compensatory time off in lieu of overtime pay shall have prior approval of the use of such time by his/her immediate supervisor.
- B. Such compensatory time shall be accrued at one and one-half (1-1/2) times for all overtime hours worked over forty (40) hours in a work week.
- C. Compensatory time must be used within one hundred twenty (120) days following the time the compensatory time was earned. If the immediate supervisor does not approve the use of the compensatory time during the one hundred twenty (120) day period or by July 1, whichever occurs first, the employee will be paid for such time at the overtime rate in the next regular paycheck.

## Article 14 – Posting and Bidding Procedure

### **14.01 *Job Vacancies***

Job openings will be posted in each principal's office, each building kitchen, the bus garage, and copies sent to the OAPSE President and building stewards. The posting shall last for five (5) workdays. The notice shall contain the title of the opening, location of the opening, and a description of the duties. From the conclusion of each school year, vacancy notices shall be mailed to all members of the bargaining unit. Interested parties should notify the Superintendent in writing within five (5) days of the posting of their interest in any such position. Any time there is a change in a job classification situation resulting in a pay differential, the job shall be posted and bid or have bumping rights as defined in Article 12 or Article 14.

The posting and bidding procedures due to a pay differential as outlined in the paragraph above do not apply to the Special Needs Route as referenced in Article 30.04.

- 14.02** Changes shall be made immediately if it will not cause a chain reaction to related positions. If many changes should develop which would disrupt the operation of the schools, the changes will be made at the completion of the school year.

### **14.03 *Job Vacancies within the Bargaining Unit***

If the Board determines a vacancy to exist and the Board intends to fill the vacancy, a vacancy transfer notice will be posted for a period of three (3) workdays. Employees in the same job classification may bid on this vacancy in writing to the Superintendent within the posted period. Late bids will not be considered unless no one bids during the posting period. Employees who do not exercise their transfer rights under this Section and subsequently bid under Sections 14.04 and 14.05 will be considered as regular bidders under Section 14.05 of this Article.

- 14.04** After the transfer procedure in 14.03 has been utilized, a vacancy as determined by the Board (including those which are not filled by transfer) shall be posted for a period of five (5) working days. The vacancy notice shall contain the job title, job description, rate of pay, and shift.

- 14.05** Employees who wish to bid on a vacancy shall do so in writing within the time period of the posting. All timely bids will be reviewed and all timely bidders who meet posted qualifications shall be interviewed for the position.

- 14.06** Employees will be awarded jobs on the basis of qualification, experience, ability, and previous record

of employment as determined by the Superintendent. Employees who are relatively equal in these areas will be awarded the job on the basis of bargaining unit seniority.

- 14.07** The Board shall interview applicants from the bargaining unit prior to interviewing outside applicants. If there are no qualified bidders from the bargaining unit, the Board may hire from outside the bargaining unit.
- 14.08** Any employee appointed to fill a vacancy shall serve a probationary period not to exceed thirty (30) actual working days. If the employee's performance is not satisfactory, s/he shall be reassigned to his/her former position at the rate of pay prior to his/her appointment to the vacancy. Such reassignment shall not be based on an arbitrary or capricious determination. The employee may also choose to return to his/her former position during the thirty (30) day period following appointment at his/her former rate of pay.

Prior to an employee returning to a former position, a conference shall be held with the employee and the OAPSE representative. If an employee returns to his/her former position, the employee occupying that former position shall be returned to his/her former position, or terminated if newly employed to fill the position.

- 14.09** Any employee appointed to a position vacated by an employee who is serving a probationary appointment to a different position shall be a temporary employee. In the event the previous employee returns to his/her former position, the temporary employee shall be returned to his/her former position, or terminated if newly employed to fill the temporary position.
- 14.10** The Superintendent shall, by November 1 of each year, post the seniority list of all bargaining unit members, indicating the system and job classification seniority as defined in Article 16 for each member of the bargaining unit. Each member of the bargaining unit shall have the responsibility to examine the seniority list and call to the attention of the Superintendent any alleged errors in his/her placement on the list. Any errors not brought to the attention of the Superintendent within 60 calendar days after the date of posting of the seniority list are deemed to be waived and may not thereafter be asserted. The seniority list shall be posted in each principal's office, each building kitchen, the bus garage and a copy sent to the OAPSE President.
- 14.11** *Summer Help*  
Any available summer positions shall be filled by bargaining unit members, at a rate fixed by the Board. If all available summer positions are not filled by bargaining unit members, those positions may be filled from outside the bargaining unit.
- 14.12** Employees who change job classifications based on postings on or after September 1, 2007, shall be placed at the same experience step of the salary schedule they held at their previous job classifications.

Those employees who involuntarily change job classifications as a result of a reduction in force shall be placed on that step of the salary schedule in the new job classification which results in an increase in their hourly rate.

Employees who change job classifications based on postings before September 1, 2007, shall be placed on that step of the salary schedule in the new job classification which results in an increase in their hourly rate.

## Article 15 – Temporary Positions/Temporary Vacancies

### 15.01 *Definitions*

- A. A temporary vacancy is a position vacant temporarily due to the absence of the employee regularly assigned to that position by reason of being on an approved leave of absence (not including paid sick leave) of thirty (30) working days or more.
- B. A temporary position is a position temporarily created by the Board to provide additional bargaining unit services for a designated period of time.

### 15.02 *Posting*

- A. Temporary vacancies shall be posted in the manner provided in Article 14.
- B. Temporary positions created for 30 or more working days shall be posted in the manner provided in Article 14. Temporary positions created for less than 30 working days need not be posted.

### 15.03 *Temporary Vacancies*

- A. Temporary vacancies and any subsequent vacancies so created shall be filled in the manner provided in Article 14.
- B. Upon the return to duty of the regular employee, the employee assigned to fill the temporary vacancy shall be returned to his/her former assignment, or if such employee was newly hired for said temporary vacancy, s/he shall automatically be removed from employment.

### 15.04 *Temporary Positions*

- A. Temporary positions created for thirty (30) or more working days shall be filled in the manner provided in Article 14, except that no employee shall be eligible to be employed in a temporary position which would conflict with his/her regularly assigned duties.
- B. Temporary positions created for thirty (30) or more working days shall be bargaining unit positions.
- C. Notwithstanding other provisions of this Agreement, after thirty (30) working days in a temporary position, the employee shall be placed on the regular salary schedule for that position, at zero (0) years' experience.

## Article 16 – Seniority Provisions

**16.01** As used in this Agreement, “system seniority” shall be defined as the length of continuous employment with the Board as computed from the employee’s most recent date of hire. Authorized leaves of absence do not constitute interruption of service. Time spent on an unpaid leave of absence due to the illness or injury of the employee, the employee’s spouse, or child shall be counted in determining seniority; time spent on an unpaid leave of absence for any other reason shall not be counted in computing seniority. Time spent on an unpaid leave of absence does not count as “years of experience” for salary schedule purposes.

**16.02** Employees with system seniority who change job classification shall acquire seniority in the new job

classification dating from their most recent date of entry into such job classification.

- 16.03** In case of multiple employees hired by the Board on the same date, system and/or classification seniority shall be computed according to the date/time stamped on the district application as on file in the central office.
- 16.04** Only regular employees shall accumulate seniority.
- 16.05** There shall be a probationary period of sixty (60) actual 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 time, the employee shall have no seniority rights. Employees retained beyond their initial sixty (60) actual working day period shall have their system seniority determined by the first day of actual work; their job classification seniority computed as of their latest date of entry into the job classification.

## Article 17 – General Provisions

### **17.01** *Paychecks*

Employees shall be paid by direct deposit as of September 7, 2012. Electronic email notification of the pay statement and deposit shall be provided to employees at the email address(es) of the employees' choice. Upon request by the employee, a paper copy of the pay statement and deposit shall be available.

### **17.02** *Pays*

Employees shall be paid in twenty-six (26) payments on alternate Fridays. For 40-hour 12-month employees, stretch pay will result in those employees receiving pay for actual hours worked during the three-week period. The next stretch pay will occur in the 2018-2019 school year.

### **17.03** *Placement on Salary Schedule*

Under most circumstances, new employees are to be placed on the zero (0) step of the salary schedule; however, the Board may determine to place a new employee with relevant prior experience in another school District higher on the salary schedule, but no higher than step 5.

### **17.04** *Regular Employee Substitute*

A. Any regular employee (A) substituting in another employee's (B) position in the same classification will be paid (B) wage scale at (A) years of experience. All wages must be figured at total hours in (B) position. In most instances, (ninety percent (90%) or more of the time, beginning with the start of each school year) substitutes will be called in to replace absent employees on those days when school is in session.

To the extent possible and practical, regular full-time employees regularly assigned to work on a less than eight (8) hour per day schedule shall be afforded the opportunity to work up to eight (8) hours before substitute employees are assigned to work. However, for each employee absence, only one (1) employee can move from one building to another to work additional hours.

B. In the absence of the head cook, the position shall be filled by a cook within the same building whenever practical and possible.

### **17.05** *Attendance at Board Meetings*

The Local Union President shall receive notification of Board meetings, with an agenda, at the same time as notice to Board members. If such notice is not timely given, the President or his/her designee may address the Board without serving the required advance notice.

**17.06 *Dues Deduction***

All employees in the bargaining unit covered by the contract who are members of the Union on the date the contract is signed and all other employees in such bargaining unit who become members of the Union at any time in the future shall, for their term of this contract, continue to be members of the Union, and the Board shall not honor dues deduction (check off) revocations from such employees except as provided herein. The Board will deduct regular initiation fees and monthly dues from the pay of the employees covered by this contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Dues deduction authorizations shall be irrevocable during the term of this agreement, except that authorization may be withdrawn during the final ten (10) days of the agreement by notifying the Local Union Treasurer and the State Association's Treasurer in writing during the last ten (10) days of this agreement to be considered timely. If a withdrawal is received by the State Association's Treasurer and deemed untimely, dues shall continue. Dues deductions may not be revoked at any other time or in any other manner. The Association shall forward to the Treasurer of the Board and the Treasurer of OAPSE Local #634 by September 1 of each year the amount to be deducted for that year if changed from previous year. Deductions of annual dues shall be made in equal installments from each paycheck beginning with the first pay in September. 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. This shall be done within ten (10) days following each payroll deduction. The Board agrees not to honor any check off authorizations or dues deductions' authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms and conditions of employment. The Union agrees that it will indemnify and save the Board harmless from any action growing out of these deductions and commenced by any person against the Board. The Union assumes full responsibility for the disposition of dues and fees so deducted once they have been forwarded to it.

**17.07 *Fair Share Fee***

- A. All members of the bargaining unit who are not members of the Association and its Local #634 shall pay to the Association a fair share fee as a condition of their continued employment with the Tuscarawas Valley Local School District. Such fair share fee shall not exceed dues paid by members of the Association and its Local #634.
  
- B. The Association shall notify the Board of the fair share fee amount and shall concurrently provide to each non-member employee a notice of the amount of the fee, an adequate explanation as to how the fee was determined, a statement that the employee may file an objection as to the amount, and an explanation as to the procedure which the employee must follow to challenge the amount of the fee under the Association's internal rebate policy. Fair share fee shall be deducted through the payroll deduction procedure, in the same manner as dues deductions, and forwarded to the Association with notices of names and amounts as provided in Section 17.06 of this Agreement, except that written authorization for fair share fee deduction is not required.

- C. A non-member employee who objects to the amount of the fair share fee as determined by the Association may file a written objection to the use of any portion of this fair share fee for political or ideological purposes with the Association to the Executive Director within 15 days after the first deduction. If an objection is filed, the OAPSE State Treasurer shall cause a check in the amount of the rebate to be sent to the objector. The rebate may be made in advance lump sums on an annual basis.
- D. Any non-member who desires to object to the expenditure of a portion of a fair share fee for partisan politics or ideological causes and to also challenge the determination of such amount by OAPSE may do so by filing an objection with OAPSE in the same manner as set forth in this Section and indicating on the objection that the person will be challenging such determination. Challenges to the determination must be filed by the non-member with the State Employment Relations Board. OAPSE will, if requested by the non-member, request an expedited ruling from SERB.
- E. The rate, if any, to a non-member who desires to challenge the rebate determination made by OAPSE will not be made until final resolution of the challenge by the State Employment Relations Board determination.
- F. Pending completion of the challenge process, one hundred percent (100%) of the fair share fee being deducted for the non-member challenger shall be placed by OAPSE into an interest-bearing escrow account established by OAPSE. The escrowed funds will be distributed to OAPSE and the challenger only after the decision of the State Employment Relations Board or the last court to which the matter is appealed.
- G. If a waiver of the fair share fee is filed with the State Employment Relations Board under O.R.C. §4117.09(C) for religious objections, and it is granted, in lieu of payment, such employee shall pay through payroll deduction an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Failure to pay under this religious exemption, pending a hearing on the matter, shall cause the employee to forfeit continued employment with the school District.
- H. If the Board of Education is named as a party defendant, or otherwise required to participate in any lawsuit or other proceedings as a result of this Article (Fair Share Fee) and Section of this Agreement, the Association agrees to indemnify and hold the Board of Education, its agents and representatives, harmless from any judgments, awards, costs and expenses, including reasonable attorney fees. The Board of Education agrees to accept Association counsel as co-counsel for the defense of claims arising from this Section.

**17.08 Labor Management Committee**

- A. The Labor-Management Committee shall consist of eight persons, four of whom shall be appointed by the Union, four of whom shall be appointed by the Superintendent.
- B. The purpose of the Labor-Management Committee will be to discuss common concerns affecting the total educational program and to clarify policies affecting members of the bargaining unit.

- C. Quarterly during the school year and at other times if deemed necessary by both parties, a meeting of the Labor-Management Committee shall be held. With the concurrence of the Union and the Superintendent, a scheduled meeting may be waived.
- D. The first meeting will be scheduled by October 1 of each school year unless mutually rescheduled, and a permanent meeting schedule will be determined at that session. The group will determine its manner of operation at the first meeting.

**17.09 Job Descriptions**

- A. Job descriptions shall be developed by the administration and copies sent to the OAPSE President. Final decisions regarding content rest with the Board of Education.
- B. Copies of their current job description shall be provided to each bargaining unit member, including new employees upon hire. A copy of all current job descriptions shall be provided to the Local Union President.
- C. Prior to any changes in job descriptions, the above procedure in Paragraph A will be followed. Whenever a job description is revised, copies shall be provided to employees in that classification and to the Local Union President.

## Article 18 – Hospitalization, Surgical, Major Medical, Dental and Optical Insurances

**18.01 Hospital/Surgical Insurance Tier I**

- A. The Board shall provide hospital surgical insurance coverage through a PPO which meets or exceeds the specifications below for each employee in the bargaining unit, now or hereinafter employed, and his/her eligible dependents. Eighty-eight percent (88%) of the cost of the premium shall be paid by the Board. Twelve percent (12%) of the cost of the premium will be paid by the employee. The employee’s share of the premium shall be paid through a Section 125 plan.

- B. Specifications:

**Hospital Benefits**

Payable for Room and Board	365 days, semi-private accommodations in accordance with PPO
Extra Hospital Charges	Paid in accordance with PPO
Emergency Out-Patient Coverage (within 24 hours)	Paid in accordance with PPO
Out-Patient Surgery	Paid in accordance with PPO
Intensive Care	Paid in accordance with PPO

**Surgical Benefits in Accordance with PPO**

**Out-patient laboratory and pathological benefits in accordance with PPO**

**Accident emergency, medical emergency and ambulance service in accordance with PPO**

UCR stands for usual, customary and reasonable charges.

<b>Maximum Benefits</b>	\$1,000,000
<b>Deductible</b>	—\$200 Individual/\$400 Family, with cross application for single or family

for in-network services.

—\$500 Individual/\$1,000 Family, with cross application for single or family for out-of-network services.

**Accumulation Period** Calendar Year

**Co-Insurance Provision** Insurance pays ninety percent (90%) of covered expenses up to a maximum of \$500/person with no cross application, excluding deductibles for in-network services and ninety percent (90%) of covered expenses, up to a maximum of \$1,000/family.

Insurance pays 70% of covered expenses up to a maximum of \$2,000/person with no cross application, excluding deductibles for out-of-network services and seventy percent (70%) of covered expenses up to a maximum of \$4,000/family.

**Hospital/Surgical Insurance Tier II**

A Tier II Catastrophic insurance plan will be offered at no cost to the employee as an alternative to electing Tier I coverage.

**Deductible** —\$4,000 individual/\$8,000 family, with cross application for single or family in-network services.

—\$6,000 individual/\$10,000 family, with cross application for single or family for out-of-network services.

**Co-Insurance Provision** Insurance pays 60% of covered expenses up to a maximum of \$6,000/person with no cross application, excluding deductibles for in-network services and sixty percent (60%) of covered expenses, up to a maximum of \$10,000/family.

Insurance pays 50% of covered expenses up to a maximum of \$10,000/person with no cross application, excluding deductibles for out-of-network services and 50% of covered expenses up to a maximum of \$14,000/family.

**18.02 Dental Insurance**

A. The Board shall provide dental insurance coverage which meets or exceeds the specifications below for each employee in the bargaining unit, now or hereinafter employed, and his or her eligible dependents. Effective August 1, 2012, eighty-eight percent (88%) of the cost of the premium shall be paid by the Board. Twelve percent (12%) of the cost of the premium will be paid by the employee.

B. Specifications:

**Maximum benefits per person**

Class I, II and III	Unlimited
Class IV	\$1000 per person

**Deductible**

Individual	\$25 per calendar year
Family	\$75 per calendar year

**Benefits Paid**

**Class I - Preventive & Diagnostic:** No deductible; 100% UCR

Routine Oral Exams: once every six (6) months  
 Teeth Cleaning: once every six (6) months  
 Fluoride Treatment: once every twelve (12) months  
 Emergency Pain Treatments  
 Space Maintainers  
 Diagnostic X-rays  
 Test and Lab Exams

**Class II - Basic Restorative** 80% UCR  
 Fillings: Amalgams, Silicate, Acrylic  
 Root Canal Therapy  
 Treatment of Gum Disease  
 Repair of Bridgework and Dentures  
 Extractions and Oral Surgery  
 General Anesthesia — only if medically necessary

**Class III - Major Restorative** 80% UCR  
 Inlays, onlays, gold fillings or crown restorations  
 Initial installation of fixed bridgework  
 Installation of partial or full, removable dentures  
 Replacement of existing bridgework or dentures

**Class IV - Orthodontia** No Deductible 60% of UCR  
 Lifetime maximum of \$1000 per person not limited to dependents  
 Full-banded orthodontic treatment  
 Appliances for Tooth Guidance  
 Appliances to control harmful habits  
 Retention appliances — not in connection with full-banded treatment

UCR stands for usual, customary and reasonable charges.

**18.03 Prescriptions**

For Tier I, the Board will offer a prescription drug benefit plan with insurance paying ninety percent (90%) for generic prescriptions, eighty percent (80%) for preferred brand prescriptions, and seventy percent (70%) for non-preferred brand prescriptions. For Tier II, the Board will offer a prescription drug benefit plan with insurance paying seventy percent (70%) of the covered expenses.

**18.04 Optical Insurance**

A. The Board shall provide optical insurance coverage which meets or exceeds the specifications below for each employee in the bargaining unit, now or hereinafter employed, and his or her eligible dependents. Effective August 1, 2012, eighty-eight percent (88%) of the cost of the premium shall be paid by the Board. Twelve percent (12%) of the cost of the premium will be paid by the employee.

B. Specifications:

Eye exam	Fee charged, subject to a \$10.00 deductible
Lenses, per pair	\$100.00
Frames	\$100.00
Contact lenses, per pair if prescribed for you	\$175.00

a) Where visual acuity is not correctable to 20/70 in the better eye except by use of contact

- lenses;
  - b) As requirement following cataract surgery;
  - c) When such person is being treated for condition such as keratoconus or anisometropia, and contact lenses are customarily prescribed as treatment.
- Contact lenses per pair if otherwise prescribed: \$80.00

***Period of eligibility***

Complete eye exam	One per 12-month period
Lenses	Two lenses per 12-month period
Frames	One set per 24-month period

***Non-covered service***

Charges are not covered:  
 In connection with orthoptics, vision training or subnormal vision; aids; lenses obtainable without a prescription; any service not listed in schedule; incurred due to illness/injury which would be covered by workers' compensation.

**18.05 Term Life Insurance**

The Board shall provide term life insurance in the amount of Thirty-Three Thousand Dollars (\$33,000) for all classified employees.

**18.06** All new employees shall be notified in writing of the insurance coverages that are available to them under this Agreement. Employees must apply for medical, dental, prescription and optical insurance coverage. It is not automatically provided.

**18.07** In cases where the husband and wife are employed in the school District, they shall be covered by one (1) family policy.

**18.08** Employees may enroll in insurance coverage at any time. The insurance shall become effective at the beginning of the following month.

**18.09** If an employee has medical, dental, prescription or optical insurance coverage through his/her spouse and his/her spouse loses coverage through unemployment, termination or divorce, the employee can immediately enroll in the District plan with coverage to become immediately effective.

**18.10** Any employee who is injured on the job and receiving workers' compensation will continue to receive all insurance benefits, with the Board maintaining its share of the contribution, for a period not to exceed 24 months.

**18.11** Upon termination of employment, the coverage listed in this section will expire on the dates indicated below:

- A. For employment terminating prior to the end of the contract year, the insurance coverage will expire at the end of the month of employment termination.
- B. For employment terminating at the end of the contract year, the insurance coverage will expire as of August 31.

**18.12** Thirty (30) days prior to any insurance carrier change, the Board shall notify the Association of the

intended change. It will provide the Association with copies of the current insurance contract, as well as copies of the proposed insurance contract. The Association shall have the right to demand a meeting between the Board or its representatives, the insurance carrier, and selected representatives of the Association to examine the coverage proposed.

- 18.13** In the event of any carrier change, insurance coverage shall remain equal to or better than the coverage in effect at the time of the carrier change.
- 18.14** Insurance Opt-Out: As part of the annual open enrollment process, employees who opt out of the district's family medical insurance plan shall be paid a total of \$4,000, paid in two separate payments of \$2,000. Employees who opt out of the district's single medical insurance plan shall be paid a total of \$2,000, paid in two separate payments of \$1,000. These payments will be made the first pay in December and the first pay in June. Employees who enroll in the plan during the plan year after opting out due to loss of coverage elsewhere, shall receive a pro-rated payment.
- 18.15** Flexible Spending Account: An annual Flexible Spending Account (FSA) will be offered at no cost to the employee. The FSA allows employees to set aside a portion of their income, before taxes, for approved healthcare and dependent care expenses. Employees may choose the amount of money to be deducted from their paycheck for contribution to their designated FSA. The FSA will be administered in accordance with IRS regulations. Money remaining in the employee's account at the end of the plan year in excess of IRS limitations will be forfeited to the Board.

## Article 19 – Paid Holidays

- 19.01** If a holiday falls on a Saturday, the employee shall have the previous scheduled work day off. If the holiday falls on a Sunday, the employee shall have the following scheduled work day off. Each classified employee shall receive the following paid holidays, which shall be included in the calculation of their annual salary:

### 9 and 10-month Employees

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

### 11 and 12-month Employees

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

## Article 20 – Tuition Waiver

- 20.01** A bargaining unit member who lives outside the District may enroll his/her child(ren) in the Tuscarawas Valley School District. No tuition costs will be assessed to the bargaining unit member.

## Article 21 – Mileage

**21.01** The Board shall reimburse to any employee required by their supervisor to use their personal vehicle for Board-related business, excluding travel from home to work and work to home, at the rate permitted by the Internal Revenue Service at the time of travel.

## Article 22 – Vacations

### **22.01** *Vacations*

All full-time 11- and 12-month employees shall be entitled to vacation pay in accordance with the following schedule:

- A. At the completion of one (1) year of service (as a full-time 11 or 12-month employee), ten (10) days' vacation.
- B. At the completion of nine (9) years of service (as a full-time 11 or 12-month employee), fifteen (15) days' vacation.
- C. At the completion of sixteen (16) years of service (as a full-time 11 or 12-month employee), twenty (20) days' vacation.
- D. Vacations shall be scheduled between January 1 and December 31.

**22.02** Employees shall be permitted to take vacation time at any time of the year, provided that the employee's department or building will not be handicapped by the absence. The Board shall have the right to require prior notice and approval of vacations and to limit the number of employees taking vacations at any one time. Except as set forth in Paragraph 22.03, in any scheduling conflict, seniority shall prevail.

**22.03** Those employees whose requests for vacation are submitted between December 1 and December 15 and approved by the administration will not have their vacation time given to a more senior employee if the more senior submits their request after December 15. Among those employees submitting requests between December 1 and December 15, seniority shall prevail if there is a conflict in scheduling.

**22.04** Once vacation has been approved, it may not be changed by the administration.

## Article 23 – Jury Duty

**23.01** Any employee who is absent from regular employment due to service as a court juror or witness will not be charged with an absence from work and will receive full pay for all days missed for this reason. Employee must submit Jury Summons.

**23.02** Any warrant(s) received by the employee in payment for such service as a juror or witness rendered during a regular workday will be promptly endorsed and transmitted to the Treasurer's Office for deposit.

## Article 24 – Subcontracting

**24.01** No outside contractor, supervisory or managerial employees, substitutes, temporary or casual employees, or other employees of the Board of Education outside of the bargaining unit may be used to eliminate an existing bargaining unit position or to reduce the regular working hours of a bargaining unit employee.

## Article 25 – Meetings

**25.01** Employees required to attend a meeting other than during their regular work schedule will be compensated for their actual number of hours, or two (2) hours (whichever is greater) at their regular rate of pay. The two (2) hour minimum meeting pay shall not apply when meetings are held with bus drivers at the end of their morning run to assign field trips, which shall be held on Mondays except when school is not in session, in which case it shall occur on Tuesday of that week. For these meetings, drivers will be paid for the length of the meeting time.

## Article 26 – Disciplinary Action

**26.01** Disciplinary action against bargaining unit members in the form of termination, suspension without pay or disciplinary transfer or demotion shall be for the reasons set forth in O.R.C. §3319.081 and for just cause.

**26.02** Before a member of the bargaining unit may be suspended without pay, terminated, or transferred or reduced for disciplinary reasons, the following procedure shall be followed:

- A. The employee shall have the right to a preliminary hearing to be conducted by the Superintendent. This preliminary hearing shall be informal. The employee may be accompanied at the hearing by an Association representative. The employee shall have not less than two (2) work days' notice of the time and place of the preliminary hearing. Said notice shall inform the employee of the nature of the charge(s) against him/her. Failure of the employee to attend at the time and place indicated in the notice shall be deemed to be a waiver by the employee of his/her right to such hearing.
- B. At the preliminary hearing, the employee shall be advised by the Superintendent of the nature of the charges against him/her and shall be given the opportunity to respond by way of explanation or defense.
- C. Following this hearing, the Superintendent may conduct a further investigation concerning any matters which may have been raised during the hearing after which the Superintendent shall take such action or make such recommendation as s/he deems appropriate. The member shall be notified in writing of any action taken.
- D. If the Superintendent recommends a suspension, disciplinary transfer or demotion, or termination, such recommendation shall be presented to the Board of Education at its next regularly scheduled meeting or at a special meeting called for such purpose. The employee shall be given notice of the date, time and place of such Board meeting. The employee shall have the right to a hearing before the Board of Education and shall have the right to be represented by

Association counsel. The Board of Education may be represented by counsel or other representative of its choosing; both parties may call witnesses who will be examined under oath and may be cross-examined; an audio or stenographic record of the proceedings will be made by the Board. The hearing before the Board shall be in executive session. The decision of the Board shall be in writing and shall be served on the member.

- E. The decision of the Board of Education may be appealed to binding arbitration under Article 5 beginning at Level Four.
- F. Any notices, copies of orders, or recommendations required by this Article to be served upon an employee shall be served in person and a copy served in person or sent by certified mail to the Chapter President. In the event the employee is on sick leave or is absent without leave when service is attempted, then such service on the employee shall be by ordinary mail sent to the employee's last address as shown on the Board's records. In that event, service is deemed complete seventy-two (72) hours after mailing.

**26.03** Except in those situations where the Superintendent deems it necessary and justifiable to proceed immediately with a recommendation for termination, suspension, or demotion, an employee whose work or conduct is of such a character as to incur such discipline shall first be specifically warned in writing by the Superintendent. Such warning shall state the reasons underlying any intention the Superintendent may have of recommending disciplinary action.

## Article 27 – Personnel Files

**27.01** An official file which includes at least the following items shall be maintained in the office of the Superintendent for each employee:

- A. Application for employment;
- B. Current employment contract;
- C. Written reprimands or complaints, together with any written replies thereto;
- D. Written observation and evaluations required by the District's evaluation procedure.

**27.02** Official records shall be considered confidential to the extent provided by O.R.C. §149.43.

**27.03** No anonymous complaint or report critical of any employee shall be included in the file.

**27.04** If an employee disputes the accuracy, timeliness, relevance, or completeness of any item in his/her file, it shall be reviewed by the Superintendent and the employee involved. The employee shall be afforded the opportunity to file a written reply.

**27.05** An employee shall have the right to review evaluations in his/her file and to have a written reply to same included in his/her file.

**27.06** An employee may request and shall receive at his/her expense a reproduction of any item in his/her file.

**27.07** Informal notes of records about employees maintained by administrators or supervisors shall not be included in the official file.

- 27.08** Any reprimands or disciplinary materials more than three (3) years old shall be deemed to be “untimely” as used in O.R.C. §1347.05(F), if there have been no further disciplinary occurrences during that time period.
- 27.09** If evaluations are deemed necessary by the administration, they shall be done for all employees before the end of the first semester.

## Article 28 – SERS Contribution

- 28.01** The Board agrees as a condition of employment to treat employee contributions to the School Employees Retirement System as an annuity in accordance with School Employees Retirement System and Federal Internal Revenue Service guidelines and restrictions. This section in no way implies that the Board will contribute any portion of the employee’s share of retirement contributions.
- 28.02** The Board shall report for Federal and State income tax purposes as the employee’s gross income said employee’s total annual salary less the amount of SERS contribution.
- 28.03** The employee’s salary shall be used as the basis for calculating daily rate of pay, workers’ compensation, and unemployment compensation benefits.
- 28.04** The contribution percentage shall apply uniformly to all members of the bargaining unit, and no employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of this policy.

## Article 29 – Drug-Free Workplace

- 29.00** In consultation with bargaining unit members employed by the Board, a random drug testing policy committee comprised of representatives from the Board and OAPSE will be formed to research and create an employee random drug testing policy to be implemented January 1, 2016.
- 29.01** The Board may suspend, with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
- 29.02** The conviction, guilty, or no contest plea of an employee for unlawfully manufacturing, distributing, or possession and/or use of, or dispensing any controlled substance, as defined in federal and state law, while engaged in work or in the workplace may be sufficient grounds for termination of employment.

## Article 30 – Salary and General Provisions

- 30.01** Training prospective drivers — The driver’s regular rate of the bus drivers’ salary schedule per hour at the request of the coordinator.
- 30.02** *Extra-Curricular/Field Trips*

- A. The hourly rate to be paid from the time the bus leaves the point of storage until return to the point of storage is Step 0 of the bus driver salary schedule.
- B. Fifteen (15) minutes may be added at the end of the trip for clean-up, if necessary. Any additional assignment(s) before and/or after a scheduled trip shall be included for purposes of compensation.
- C. If the Transportation Supervisor determines that an extra-curricular/field trip is to be double-tripped, drivers shall receive their regular hourly rate of pay instead of the trip rate.
- D. A double trip takes place when the same trip is being transported to and from a location on the same day with no layover time required for the driver. (Two round-trips or a one-way round trip for the pick-up or drop off of passengers; i.e., Sixth Grade Camp and Peer Leadership Camps.)
- E. A properly certified school bus driver must be assigned to drive extra-curricular trips consisting of ten (10) or more students to any school sponsored event. No volunteers shall be utilized to transport students to/from extra-curricular events using school vehicles.

### **30.03 Bus Routes**

- A. All bus routes will be established by the Board. The time fixed for bus routes shall be based upon the actual daily length of time to the next quarter hour (Example: 5 hours and 5 minutes = 5 ¼ hours) in accordance with procedures established by the Administration. The route, number of students, and/or mileage designated for each route may be periodically adjusted as necessary. However, once the hours have been properly established for a route, said driver shall not have their pay hours reduced for the remainder of the school year even where a route adjustment results in less bus driving time. At all times, drivers will be paid for actual time worked to the next quarter hour.
- B. Drivers will be notified by the administration no later than the last day of school of the date(s), time(s), and location(s) for the mandatory county in-service meeting and for the bidding of bus routes. Bus routes will be bid according to job classification seniority, with the most senior driver selecting first. The bus routes being bid shall include the bus number, the roads to be traveled, the approximate number of students, length in miles and the time allocated for that route. When an employee bids on a route, such route shall be the employee's regular assignment for one (1) year until the routes are bid again. Adjustments to routes based upon student enrollment changes shall not result in rebidding a route until the next year, unless a route is increased fifteen (15) minutes of pay or more after the start of the school year at which time the route will be posted and rebid. When a route is rebid, the most senior driver who bids will exchange routes with the displaced driver, and the displaced driver will be paid the rest of the school year based upon his/her hours driven before the route increased or the hours of the new route, whichever is higher.
- C. If there is a disagreement as to the time fixed for a bus route, the driver, Transportation Supervisor and an OAPSE representative shall establish the time by agreement, including riding the route. If these parties cannot resolve the dispute, the matter may be referred to binding arbitration under Article 5, Level Four.
- D. A bus route consists of both a morning and an afternoon run. The minimum time assigned for a bus route shall be four (4) hours driving time. In addition, each bus route shall have added to it

thirty (30) minutes (15 minutes in the A.M. and 15 minutes in the P.M.) per day for fueling, cleaning, care of the bus, pre-inspection, and warm-up.

- E. Any extra runs over and above the regular routes will be bid according to the rotating seniority system. Extra runs shall be limited to one per driver. Substitutes for these runs shall be bid on a rotating seniority basis allowing only one run per employee unless s/he has rotated back to their original seniority position. Any newly established extra routes shall also be bid (i.e., including but not limited to pre-school, latchkey, etc.).
- F. If the regular driver assigned to the Buckeye JVS run is absent from the P.M. portion of the JVS run, but present for the remainder of the P.M. run, other regular drivers will be offered the JVS portion of the run in rotation, starting with the most senior driver.
- G. All bus drivers required to establish routing times and/or paperwork shall be paid for two (2) hours at their regular hourly rate of pay in the first paycheck after completion.
- H. If, as a result of breakdown, bad road conditions or inclement weather, the actual driving time is greater than the time for which a bus driver is normally paid, that bus driver shall be paid for his/her actual driving time.

**30.04 *Special Needs Route***

- A. The driver of the special needs route shall be assured a minimum of four (4) hours with an additional thirty (30) minutes per day for fueling, cleaning, care of the bus, pre-inspection, and warm-up (15 minutes AM; 15 minutes PM). The special needs route may be adjusted as necessary according to the needs and requirements of the students involved. When the route exceeds the 4 ½ hour minimum, the driver shall be paid actual time worked to the next quarter hour.
- B. The special needs bus aide shall be assured a minimum of four (4) hours per day. Should the hours exceed the 4 hour minimum, the bus aide shall be paid actual time worked to the next quarter hour.
- C. Both 30.04 A and B are exempt from the posting and bidding procedures due to a pay differential outlined in Article 14.01.

**30.05 *Bus Storage***

The point of storage for each bus shall be determined by the Board, except that no driver shall be required to store the bus at his/her residence without his/her consent. The Board shall have the right to store all buses on school property at its option.

**30.06 *Non Day-to-Day Bus Cleaning***

Before being turned in at the end of the school year, all buses shall have been cleaned by the driver, ready for highway patrol inspection. Drivers may be requested to assist in further cleaning of the bus prior to inspection. If so requested, the driver shall be compensated at his/her normal rate of pay for the time worked, plus one (1) hour for travel to and from the bus garage.

**30.07 *Field Trips***

- A. *Extra-Curricular/Field Trips*

The drivers shall be contacted at least forty-eight (48) hours prior to the scheduled date of an extra trip except in emergency. If a driver is not contacted at least forty-eight (48) hours prior to the scheduled date of the extra trip, s/he shall have the right to refuse without going to the bottom of the call roster. The driver's name may be added or removed from the seniority call roster upon written notice from the driver. Pay for extra trips shall be included in the driver's regular paycheck and all deductions and fringe benefits included.

*B. Posting Extra-Curricular/Field Trips*

1. The Transportation Supervisor shall post and maintain an extra-curricular/field trip roster, which shall bear the names of all drivers wishing to take such trips. This roster shall be posted in the Bus Garage. Extra-curricular/field trips shall be granted on a seniority rotation basis. The employee with the most seniority shall appear at the top of the list and the least senior employee shall appear at the bottom of the list. Trips will be awarded starting at the top of the list until a driver is found and then the list will continue with the next driver in line for the next available trip. Should a driver decline a trip because of other work or commitment, s/he shall be rotated to the bottom of the list and will not be eligible for another trip until his/her name reaches the top of the Seniority Rotation List.
2. If a driver is absent on the day trips are awarded, s/he shall automatically be assigned to any trip for which s/he is available and automatically decline any trip which would conflict with his/her regular schedule.

*C. Listing of Extra-Curricular/Field Trips*

A listing of all extra-curricular/field trips shall be posted on the main bulletin board in the bus garage the Monday of the week prior to the scheduled week of trips, except when school is not in session in which case the posting shall occur on Tuesday of that week. No driver for a trip shall be considered officially assigned until such list is posted. Such posted assignments shall be made according to the above listing rotating seniority basis. Any questions of fairness of assignment should be brought to the attention of the Transportation Supervisor at the time of posting. If agreement cannot be reached as to the assigned schedule, the matter shall be turned over to the Superintendent for final resolution.

- D. A driver who cannot take an extra-curricular/field trip during the day because of a Kindergarten or other run shall not go to the bottom of the list, but will be eligible for other extra-curricular/field trips as their name comes up on the Seniority List.
- E. Except in the event of an emergency, substitute drivers shall not be called for extra-curricular/field trips until all regular drivers have declined or are unavailable. As used in this section, "emergency" means when the scheduled driver reports off six (6) hours or less before the scheduled run or when a bus breaks down while on an extra-curricular/field trip. In such cases, the Transportation Supervisor may assign any driver available.
- F. Extra-curricular field trip lists shall be maintained year round.
- G. Overnight extra-curricular/field trips will be compensated by paying drivers for actual driving time only or for eight (8) hours per day, whichever is greater, at the per hour rate set forth in Section 30.02. Drivers will also be reimbursed for reasonable lodging and meals. Drivers shall not receive pay for waiting time.

- H. Whenever an extra-curricular/field trip conflicts with all regular drivers, regular drivers shall be given the opportunity to drive the extra-curricular/field trip with the understanding that they will be deducted for the time they miss on their regular route.
  - I. Athletic trips, including marching band: It is the responsibility of the building principal and athletic director to see that schedules are delivered to the Transportation Supervisor two (2) weeks prior to the season.
  - J. When an extra-curricular/field trip is to be split into two round trips (double tripping), it must be so indicated in writing at the time of posting. A driver in line to take the double trip may decline to take the trip without being charged and not losing his/her turn in the trip rotation.
  - K. All trips less than two (2) hours will be posted on a separate extra-curricular/field trip roster and granted on a seniority rotation basis. Drivers have the right to accept or decline without losing position on the master extra-curricular/field trip roster.
- 30.08** The Transportation Supervisor shall post seasonal and regular assignments in the Bus Garage; when last-minute assignments are necessary, no posting will be required but will be assigned by the Seniority Rotation List.
- 30.09** Any time a driver is absent, s/he shall call the Transportation Supervisor as soon as possible.
- 30.10** Regular drivers substituting on a regularly-scheduled run will be paid their regular rate of pay for all additional time.
- 30.11** If a driver is assigned to an extra trip and the trip is canceled without notifying said driver, s/he will be paid one (1) hour call-out time.
- 30.12** *Other Provisions*  
It is the responsibility of the Board of Education to supply all necessary health and sanitary supplies for the day-to-day operation of a clean and proper bus, such as, but not limited to: tissues, paper towels, vomit dry and plastic storage containers, waste baskets, and glass cleaner.
- 30.13** Drivers are to be paid 178 days plus holidays. Anything beyond the 178 days will be covered by paying the hourly rate of the persons involved. Drivers will be paid a minimum of two (2) hours for all meetings scheduled beyond the 178 days (excluding holidays) including travel time; meetings should be held during regular workdays during normal work hours and not exceed normal paid time.
- 30.14** The Board shall have two (2) regular drivers County trained and certificated and designated to train prospective drivers. The selection will be based according to qualifications, attendance, and abilities. Seniority will be considered.
- 30.15** Final authority for securing and assigning bus drivers rests with the Board of Education who may act upon the recommendation of the Transportation Supervisor.
- 30.16** Upon successful licensing, the Board shall reimburse bus drivers for the amount of the fee to obtain a school bus driver's license or renewal license. The Board shall not reimburse bus drivers for unsuccessful testing or licensing attempts, or for training, testing or more frequent licensing required because of the driver's driving record. Drivers who are unsuccessful in the testing required for a CDL

license shall be granted an unpaid leave of absence (without benefits) for up to sixty (60) days to give them an opportunity to obtain the CDL and be continued in their current employment.

**30.17 Drug Testing Provision**

- A. The provisions of this Article are intended to comply with the Omnibus Transportation Employee Testing Act of 1991 and relevant U.S. Department of Transportation regulations. This law requires that all employees who are required to hold a Commercial Driver's License (CDL) as a condition of employment be tested for the use of alcohol, marijuana, cocaine, amphetamines, opiates and phencyclidine (PCP).
- B. The purpose of this Article is to identify the employees in the bargaining unit who are subject to this law and to identify the procedures under which these employees may be tested for use of the above-mentioned substances. The parties recognize that substance abuse is an addictive illness; therefore, this procedure is designed to protect the interests of the Board of Education in maintaining a safe environment as well as to assist affected employees in overcoming their illness.
- C. Employees who are required to hold a CDL as a condition of employment are subject to this Article.
- D. Before performing an alcohol or drug test under this federal law or this provision of the collective bargaining agreement, the Board shall notify the covered employee that the alcohol or drug test is required by federal law and this provision of the collective bargaining agreement.
- E. No covered employee may use alcohol or a prohibited drug while performing his/her duties.
- F. Covered employees are prohibited from using alcohol within four (4) hours prior to performing their duties.
- G. Covered employees are prohibited from reporting for duty or remaining on duty while having an alcohol concentration of 0.02 or greater, or being under the influence of a prohibited drug. If the Board learns of a covered employee having an alcohol concentration of 0.02 to 0.04, the Board shall order the employee to cease performing his/her duties, and the employee may not return to work for 24 hours.
- H. Covered employees are prohibited from reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater, or while being under the influence of a prohibited drug. If the Board learns of a covered employee having an alcohol concentration of 0.04 or greater, or being under the influence of a prohibited drug, the Board shall order the employee to cease performing his/her duties and shall institute termination proceedings.
- I. Covered employees shall submit to the following:
  - a pre-employment alcohol and/or drug test
  - a post-accident alcohol and/or drug test
  - random alcohol and/or drug test
  - reasonable suspicion alcohol and/or drug test
  - follow-up alcohol and/or drug test

- J. Any employee who refuses to submit to the above-identified tests shall be prohibited from performing or continuing to perform his/her duties. A refusal to submit to testing will be considered a positive test result.
- K. *Pre-Employment Testing*
1. *Alcohol*: Prior to employment, a covered applicant must undergo an alcohol test. The applicant shall not be hired unless the test comes back with a verified negative result.
  2. *Drugs*: Prior to employment, a covered employee must undergo a drug test. The applicant shall not be hired unless the drug test comes back with a negative result.
- L. *Post-Accident Testing*
1. As soon as practicable following an accident involving loss of human life and/or if the employee received a citation under State or local law for moving traffic violation arising from the accident, any CDL employee on duty on the bus/school vehicle at the time of the accident shall be tested for drugs and alcohol.
  2. The alcohol tests shall be administered within two (2) hours of the accident or as soon as practicable, but in no case more than eight (8) hours after the accident.
  3. A covered employee required to take a post-accident alcohol test shall not use alcohol for eight (8) hours following the accident or until s/he undergoes the post-accident alcohol test, whichever occurs first.
  4. A covered employee shall be tested for drugs as soon as practicable and within thirty-two (32) hours of the accident.
  5. If a covered employee who is subject to post-accident testing fails to remain readily available for such testing, including notifying the employer of his/her location if s/he leaves the scene of the accident prior to the submission of such test, s/he shall be deemed to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following any accident or to prohibit a covered employee from leaving the scene of an accident for a period to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
- M. *Random Testing*
1. Covered employees are subject to random unannounced alcohol and drug testing.
  2. *Alcohol*: The minimum annual percentage rate for random alcohol testing shall be twenty-five percent (25%) of covered employees or other such number as is published in the Federal Register annually.
  3. *Drugs*: The number of covered employees randomly selected for drug testing during the calendar year shall be equal to a minimum annual percentage rate of fifty percent (50%) of the total number of covered employees subject to drug testing under this provision.
  4. The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made. The Board shall insure that random alcohol and drug

tests conducted under this provision are unannounced and that the dates for administering the random tests are spread reasonably throughout the calendar year.

5. Each covered employee who is notified of selection for random alcohol testing shall proceed to the test site immediately, or as soon as possible after completing his/her assigned duties. Random tests shall occur either before an employee performs his/her duties or immediately following the conclusion of his/her duties.

N. *Employees who test positive during random testing:*

1. First offense: A first offense will result in a suspension from duty and the employee will be required to enroll in an employee assistance program. The employee may use accumulated sick leave or vacation leave during this suspension from duty. The employee will be returned to duty following completion of the program and obtaining a negative return-to-duty test.
2. Second offense: A second offense will result in termination proceedings against the employee. The Board of Education could also decide on a lesser penalty.

O. *Reasonable Suspicion Testing*

A supervisor's belief must be based on his/her specific, contemporaneous, articulable observation concerning the appearance, behavior, speech, or body odor of an employee. Supervisors must be provided with annual training by a substance abuse professional and must receive such training before a reasonable suspicion determination can be made. A test under this provision shall only be required if the Board's reasonable suspicion occurs either during, just preceding, or just after the period of the workday when the covered employee is required to be in compliance with this provision.

P. *Follow-Up Testing*

1. An employee who has been identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use is subject to follow-up testing. The number and frequency of such follow-up testing is determined by a substance abuse professional and consists of six unannounced tests during the first twelve (12) months following the employee's return to duty. After the first year, the substance abuse professional may terminate this requirement or continue follow-up testing for another four (4) years.
2. Such follow-up testing shall be conducted when the employee is performing, has just finished performing, or just prior to performing his/her duties.
3. Covered employees shall receive at least sixty (60) minutes of training on the effects and consequences of prohibited drug and alcohol use on personal health, safety, and the work environment, and on the signs and symptoms which may indicate prohibited drug use.
4. When administering a drug test, the Board shall ensure that the following are tested for:
  - a) marijuana
  - b) cocaine
  - c) opiates
  - d) amphetamines
  - e) phencyclidine

5. Any covered employee who alters or attempts to alter alcohol and/or drug testing results shall be subject to termination proceedings.
6. Alcohol and drug testing results shall be protected as confidential medical records as appropriate under the Americans with Disabilities Act.
7. All tests shall be conducted in accordance with federal testing guidelines and be performed by a laboratory that is federally certified.
8. All time spent administering an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Any employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The Board shall pay all costs associated with the administration of alcohol or controlled substance tests. This includes testing of the "split specimen" at a federally-certified laboratory if so requested by an employee. Positive results will result in a loss of pay for the waiting time after results of the second positive split specimen test are received.
9. The Board of Education will correspond in writing to an employee who has received a negative test result. This correspondence will commend the employee for remaining drug free.
10. A tested individual, upon written request, will have access to any records relating to his/her use of drugs and alcohol, including any records pertaining to his/her drug and alcohol tests. A tested individual must provide written authorization before his/her test result can be provided to any other person except a government agency specified in the applicable federal regulations.
11. Employees may challenge any determinations made under this provision through the negotiated grievance procedure.

**30.18 *CDL License for Other Employees***

- A. The Board agrees to pay for the total costs of obtaining a CDL license for any member of the bargaining unit, regardless of classification, who wishes to obtain such license from a Board-approved training program. The above is a voluntary provision only.
- B. If the Superintendent determines, based upon the needs of the District, that an employee who holds a CDL license in accordance with A. above is needed to drive a regular route due to the absence of a regular driver, the employee may be temporarily removed from his/her regular assignment but will be paid at the bus driver rate or his/her regular rate in accordance with Section 14.12, whichever is higher, for the driving time. Employees who elect to obtain or renew their CDL at Board expense may not refuse to drive when temporarily reassigned from their regular assignment.

**30.19** The salary increase for 2015-2016 will be three percent (3%). The salary increase for 2016-2017 will be two and three-quarter percent (2.75%). The salary increase for 2017-2018 will be two and three-quarter percent (2.75%). A one-time \$200 signing bonus will be granted on the first pay period in December 2015.

## Article 31 – Provisions Contrary To Law

If any provision of this contract shall be found to be contrary to law, then that provision shall be deemed invalid, except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the contract.

## Article 32 – Distribution of Agreement

Within thirty (30) days after the execution of this Agreement, the Board shall print or duplicate a copy of this Agreement for all members of the Board of Education, School Treasurer, Administrators, and members of the Bargaining Unit of OAPSE. Additional employee copies shall be available with all cost for such additional copies to be paid for by OAPSE. The Board shall be responsible for the preparation of the document.

## Article 33 – AFSCME People Deduction

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 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 34 – Duration

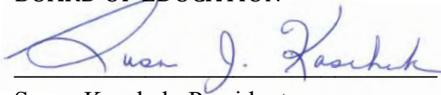
**34.01** The effective date of this Agreement shall be August 1, 2015, and shall remain in force through July 31, 2018.

### **34.02 No Reprisal Clause**

The Board and Union mutually agree that there will be no reprisals against any individual for his/her strike-related activities or for any actions or activities in support of the Board or Union on either the Board or Union's behalf.

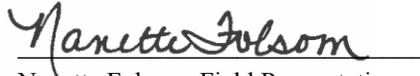
**34.03** This agreement made and entered into this 11th day of May, 2015, by and between the Tuscarawas Valley Local School District Board of Education, and Ohio Association of Public School Employees, AFSCME/AFL-CIO, and its Local #634, for and on behalf of the employees in the bargaining unit set forth in Article 2 of this Agreement.

TUSCARAWAS VALLEY  
LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION



Susan Kaschak, President

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



Nanette Folsom, Field Representative

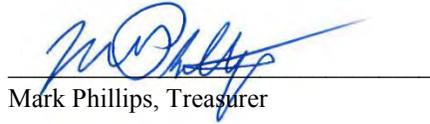
LOCAL #634:



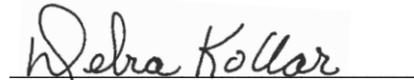
Mark Murphy, Superintendent



Margaret Fuellner, President



Mark Phillips, Treasurer



Deb Kollar, Vice President

**TUSCARAWAS VALLEY LOCAL SCHOOL DISTRICT**

**CLASSIFIED SALARY SCHEDULE:  
Aides/In-school Suspension Monitors**

<b>TVLSD</b>			
<b>CLASSIFIED SALARY SCHEDULE</b>			
<b>AIDES, IN-SCHOOL SUSPENSION MONITORS</b>			
<b>Yrs. Exp.</b>	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>
<b>0</b>	\$ 12.31	\$ 12.65	\$ 13.00
<b>1</b>	\$ 12.49	\$ 12.83	\$ 13.18
<b>2</b>	\$ 12.69	\$ 13.04	\$ 13.40
<b>3</b>	\$ 12.84	\$ 13.19	\$ 13.55
<b>5</b>	\$ 13.23	\$ 13.59	\$ 13.96
<b>7</b>	\$ 13.58	\$ 13.95	\$ 14.33
<b>9</b>	\$ 13.95	\$ 14.33	\$ 14.72
<b>11</b>	\$ 14.33	\$ 14.72	\$ 15.12
<b>13</b>	\$ 14.70	\$ 15.10	\$ 15.52
<b>15</b>	\$ 15.01	\$ 15.42	\$ 15.84
<b>18</b>	\$ 15.39	\$ 15.81	\$ 16.24
<b>20</b>	\$ 16.14	\$ 16.58	\$ 17.04
<b>22</b>	\$ 16.58	\$ 17.04	\$ 17.51
<b>23</b>	\$ 16.82	\$ 17.28	\$ 17.76
<b>25</b>	\$ 17.27	\$ 17.74	\$ 18.23

Aides and/or In-School Suspension Monitors employed by the Board prior to July 1, 1987 shall have an eight (8) hour day, including one hour for lunch. Aides and/or In-school Suspension Monitors employed subsequent to July 1, 1987 may be employed less than eight (8) hours per day and/or for fewer than 178 days, but no less than 20 hours per week and 120 days per year.

Student Days	178
Holidays	9
Total Days for Pay	187

**TUSCARAWAS VALLEY LOCAL SCHOOL DISTRICT**

**CLASSIFIED SALARY SCHEDULE:  
Secretaries**

<b>TVLSD</b>			
<b>CLASSIFIED SALARY SCHEDULE</b>			
<b>SECRETARIES</b>			
<b>Yrs. Exp.</b>	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>
<b>0</b>	\$ 12.88	\$ 13.23	\$ 13.59
<b>1</b>	\$ 13.03	\$ 13.39	\$ 13.76
<b>2</b>	\$ 13.23	\$ 13.59	\$ 13.96
<b>3</b>	\$ 13.41	\$ 13.78	\$ 14.16
<b>5</b>	\$ 13.76	\$ 14.14	\$ 14.53
<b>7</b>	\$ 14.12	\$ 14.51	\$ 14.91
<b>9</b>	\$ 14.52	\$ 14.92	\$ 15.33
<b>11</b>	\$ 14.87	\$ 15.28	\$ 15.70
<b>13</b>	\$ 15.19	\$ 15.61	\$ 16.04
<b>15</b>	\$ 15.56	\$ 15.99	\$ 16.43
<b>18</b>	\$ 15.94	\$ 16.38	\$ 16.83
<b>20</b>	\$ 16.68	\$ 17.14	\$ 17.61
<b>22</b>	\$ 17.11	\$ 17.58	\$ 18.06
<b>23</b>	\$ 17.36	\$ 17.84	\$ 18.33
<b>25</b>	\$ 17.81	\$ 18.30	\$ 18.80

Secretaries shall have an eight (8) hour day, with 1/2 hour for lunch.

Student Days	204
Holidays	9
Total Days for Pay	213



Workdays	3
Holidays	9
Total days for pay	190

**TUSCARAWAS VALLEY LOCAL SCHOOL DISTRICT**

**CLASSIFIED SALARY SCHEDULE:  
Head Cooks**

<b>TVLSD</b>			
<b>CLASSIFIED SALARY SCHEDULE</b>			
<b>HEAD COOKS</b>			
<b>Yrs. Exp.</b>	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>
<b>0</b>	\$ 12.72	\$ 13.07	\$ 13.43
<b>1</b>	\$ 12.88	\$ 13.23	\$ 13.59
<b>2</b>	\$ 13.07	\$ 13.43	\$ 13.80
<b>3</b>	\$ 13.26	\$ 13.62	\$ 13.99
<b>5</b>	\$ 13.61	\$ 13.98	\$ 14.36
<b>7</b>	\$ 13.97	\$ 14.35	\$ 14.74
<b>9</b>	\$ 14.37	\$ 14.77	\$ 15.18
<b>11</b>	\$ 14.72	\$ 15.12	\$ 15.54
<b>13</b>	\$ 15.04	\$ 15.45	\$ 15.87
<b>15</b>	\$ 15.41	\$ 15.83	\$ 16.27
<b>18</b>	\$ 15.79	\$ 16.22	\$ 16.67
<b>20</b>	\$ 16.52	\$ 16.97	\$ 17.44
<b>22</b>	\$ 16.95	\$ 17.42	\$ 17.90
<b>23</b>	\$ 17.20	\$ 17.67	\$ 18.16
<b>25</b>	\$ 17.65	\$ 18.14	\$ 18.64

***Workshops and Conferences***

Registration fees will be paid by the Board. If these meetings are held during the time school is in session, the building principal will determine the number of cooks who may attend.

The Board will pay the annual tuition (\$18.00) for any cook who wishes to attend the cook’s certification course.

***Mileage***

Will be paid to one driver. If at any time the number attending exceeds the capacity of one automobile, mileage will then be paid to those driving.

***Cooks and Head Cook***

All cooks are to work three (3) additional days: two (2) days before the school year starts and one (1) day after the school year ends. Employees who regularly work in a cafeteria where additional days are required must be offered the work. If the employees decline the additional days, the cafeteria manager may offer the work to other cooks on the basis of seniority.

If additional time for cooks is required because of federal programs, present cook positions in affected buildings will be increased up to eight (8) hours before additional cook positions are created.

Days cafeteria open	178
Workdays	3
Holidays	9
Total days for pay	190

**TUSCARAWAS VALLEY LOCAL SCHOOL DISTRICT**

**CLASSIFIED SALARY SCHEDULE:  
Bus Drivers**

<b>TVLSD</b>			
<b>CLASSIFIED SALARY SCHEDULE</b>			
<b>BUS DRIVERS</b>			
<b>Yrs. Exp.</b>	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>
<b>0</b>	\$ 14.52	\$ 14.92	\$ 15.33
<b>1</b>	\$ 14.90	\$ 15.31	\$ 15.73
<b>2</b>	\$ 15.27	\$ 15.69	\$ 16.12
<b>3</b>	\$ 15.66	\$ 16.09	\$ 16.53
<b>5</b>	\$ 15.97	\$ 16.41	\$ 16.86
<b>7</b>	\$ 16.33	\$ 16.78	\$ 17.24
<b>9</b>	\$ 16.72	\$ 17.18	\$ 17.65
<b>11</b>	\$ 17.07	\$ 17.54	\$ 18.02
<b>13</b>	\$ 17.44	\$ 17.92	\$ 18.41
<b>15</b>	\$ 17.81	\$ 18.30	\$ 18.80
<b>18</b>	\$ 18.14	\$ 18.64	\$ 19.15
<b>20</b>	\$ 18.53	\$ 19.04	\$ 19.56
<b>22</b>	\$ 18.96	\$ 19.48	\$ 20.02
<b>23</b>	\$ 19.24	\$ 19.77	\$ 20.31
<b>25</b>	\$ 19.70	\$ 20.24	\$ 20.80
<b>Extra-curricular/field trips:</b>			
	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>
	\$ 14.52	\$ 14.92	\$ 15.33

Student Days	178
Holidays	9
Total Days for Pay	187

**TUSCARAWAS VALLEY LOCAL SCHOOL DISTRICT**

**CLASSIFIED SALARY SCHEDULE:  
Mechanic**

<b>TVLSD</b>			
<b>CLASSIFIED SALARY SCHEDULE</b>			
<b>HEAD MECHANIC</b>			
<b>Yrs. Exp.</b>	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>
<b>0</b>	\$ 17.12	\$ 17.59	\$ 18.07
<b>1</b>	\$ 17.32	\$ 17.80	\$ 18.29
<b>2</b>	\$ 17.53	\$ 18.01	\$ 18.51
<b>3</b>	\$ 17.66	\$ 18.15	\$ 18.65
<b>5</b>	\$ 18.05	\$ 18.55	\$ 19.06
<b>7</b>	\$ 18.42	\$ 18.93	\$ 19.45
<b>9</b>	\$ 18.77	\$ 19.29	\$ 19.82
<b>11</b>	\$ 19.13	\$ 19.66	\$ 20.20
<b>13</b>	\$ 19.50	\$ 20.04	\$ 20.59
<b>15</b>	\$ 19.88	\$ 20.43	\$ 20.99
<b>18</b>	\$ 20.23	\$ 20.79	\$ 21.36
<b>20</b>	\$ 20.56	\$ 21.13	\$ 21.71
<b>22</b>	\$ 21.03	\$ 21.61	\$ 22.20
<b>23</b>	\$ 21.34	\$ 21.93	\$ 22.53
<b>25</b>	\$ 21.78	\$ 22.38	\$ 23.00

***Head Mechanic***

- 12 months per year, 40 hours per week
- Uniforms will be supplied by the Board
- Bus Mechanics shall be fully certified by meeting all commercial driver's license requirements that apply to driving a school bus when students are not being transported.

Workdays	250
Holidays	10
Total Days for Pay	260

**TUSCARAWAS VALLEY LOCAL SCHOOL DISTRICT**

**CLASSIFIED SALARY SCHEDULE:  
Assistant Mechanic**

**TVLSD**

**CLASSIFIED SALARY SCHEDULE**

**ASSISTANT MECHANIC**

<b>Yrs. Exp.</b>	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>
<b>0</b>	\$ 15.08	\$ 15.49	\$ 15.92
<b>1</b>	\$ 15.27	\$ 15.69	\$ 16.12
<b>2</b>	\$ 15.43	\$ 15.85	\$ 16.29
<b>3</b>	\$ 15.66	\$ 16.09	\$ 16.53
<b>5</b>	\$ 15.97	\$ 16.41	\$ 16.86
<b>7</b>	\$ 16.33	\$ 16.78	\$ 17.24
<b>9</b>	\$ 16.72	\$ 17.18	\$ 17.65
<b>11</b>	\$ 17.07	\$ 17.54	\$ 18.02
<b>13</b>	\$ 17.44	\$ 17.92	\$ 18.41
<b>15</b>	\$ 17.81	\$ 18.30	\$ 18.80
<b>18</b>	\$ 18.14	\$ 18.64	\$ 19.15
<b>20</b>	\$ 18.53	\$ 19.04	\$ 19.56
<b>22</b>	\$ 18.96	\$ 19.48	\$ 20.02
<b>23</b>	\$ 19.24	\$ 19.77	\$ 20.31
<b>25</b>	\$ 19.70	\$ 20.24	\$ 20.80

**Assistant Mechanic**

- 12 months per year, 40 hours per week
- Uniforms will be supplied by the Board
- Bus Mechanics shall be fully certified by meeting all commercial driver's license requirements that apply to driving a school bus when students are not being transported.

Workdays	250
Holidays	10
Total Days for Pay	260

In the event of a RIF, the position of Assistant Mechanic shall be changed to Assistant Mechanic/Custodial Maintenance.

**TUSCARAWAS VALLEY LOCAL SCHOOL DISTRICT**

**CLASSIFIED SALARY SCHEDULE:  
Custodian (Class I)**

<b>TVLSD</b>			
<b>CLASSIFIED SALARY SCHEDULE</b>			
<b>CUSTODIAN (CLASS I)</b>			
<b>Yrs. Exp.</b>	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>
<b>0</b>	\$ 14.46	\$ 14.86	\$ 15.27
<b>1</b>	\$ 14.69	\$ 15.09	\$ 15.50
<b>2</b>	\$ 14.84	\$ 15.25	\$ 15.67
<b>3</b>	\$ 14.99	\$ 15.40	\$ 15.82
<b>5</b>	\$ 15.35	\$ 15.77	\$ 16.20
<b>7</b>	\$ 15.88	\$ 16.32	\$ 16.77
<b>9</b>	\$ 16.25	\$ 16.70	\$ 17.16
<b>11</b>	\$ 16.59	\$ 17.05	\$ 17.52
<b>13</b>	\$ 16.94	\$ 17.41	\$ 17.89
<b>15</b>	\$ 17.31	\$ 17.79	\$ 18.28
<b>18</b>	\$ 17.63	\$ 18.11	\$ 18.61
<b>20</b>	\$ 18.01	\$ 18.51	\$ 19.02
<b>22</b>	\$ 18.45	\$ 18.96	\$ 19.48
<b>23</b>	\$ 18.73	\$ 19.25	\$ 19.78
<b>25</b>	\$ 19.17	\$ 19.70	\$ 20.24

***Class I***

Full-time day custodian – 8 hours per day, 12 months per year.

***Outside Programs (Federal)***

Employees working under the direction and supervision of ***Class I*** or Class II Custodians: such employees may not displace any employee or position in the bargaining unit.

***Stipends***

Custodian responsible for ordering supplies for the District shall receive an additional \$200 per year.

Workdays	250
Holidays	10
Total Days for Pay	260

**TUSCARAWAS VALLEY LOCAL SCHOOL DISTRICT**

**CLASSIFIED SALARY SCHEDULE:  
Custodians (Class II)**

<b>TVLSD</b>			
<b>CLASSIFIED SALARY SCHEDULE</b>			
<b>CUSTODIAN (CLASS II)</b>			
<b>Yrs. Exp.</b>	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>
<b>0</b>	\$ 13.74	\$ 14.12	\$ 14.51
<b>1</b>	\$ 13.93	\$ 14.31	\$ 14.70
<b>2</b>	\$ 14.09	\$ 14.48	\$ 14.88
<b>3</b>	\$ 14.32	\$ 14.71	\$ 15.11
<b>5</b>	\$ 14.69	\$ 15.09	\$ 15.50
<b>7</b>	\$ 15.00	\$ 15.41	\$ 15.83
<b>9</b>	\$ 15.38	\$ 15.80	\$ 16.23
<b>11</b>	\$ 15.75	\$ 16.18	\$ 16.62
<b>13</b>	\$ 16.11	\$ 16.55	\$ 17.01
<b>15</b>	\$ 16.83	\$ 17.29	\$ 17.77
<b>18</b>	\$ 17.20	\$ 17.67	\$ 18.16
<b>20</b>	\$ 17.55	\$ 18.03	\$ 18.53
<b>22</b>	\$ 18.01	\$ 18.51	\$ 19.02
<b>23</b>	\$ 18.26	\$ 18.76	\$ 19.28
<b>25</b>	\$ 18.73	\$ 19.25	\$ 19.78

***Class II***

Afternoon/Night custodian – 12 months per year.

***Outside Programs (Federal)***

Employees working under the direction and supervision of Class I or ***Class II*** Custodians: such employees may not displace any employee or position in the bargaining unit.

***Stipends***

Custodian responsible for ordering supplies for the District shall receive an additional \$200 per year.

Workdays	250
Holidays	10
Total Days for Pay	260