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**NEGOTIATED AGREEMENT**

**between the**

**COSHOCTON CITY SCHOOL DISTRICT**

**and the**

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

**AFSCME Local 4/AFL-CIO**

**Local #387**

**July 1, 2015 through June 30, 2018**

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## **AGREEMENT**

This agreement made and entered into this 10<sup>th</sup> day of September 2015, by and between the Coshocton City School District Board of Education, hereinafter referred to as "Board" and Local #387 of the Ohio Association of Public School Employees, AFSCME, AFL-CIO, hereinafter referred to as "Association"

### **ARTICLE 1 – LENGTH OF CONTRACT**

This contract shall be in effect for the period beginning July 1, 2015, and ending June 30, 2018.

### **ARTICLE 2 - RECOGNITION**

1. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for the regular full time and regular short hour classified employees in the following classifications which are regularly assigned to a work schedule:
  - A. Maintenance
  - B. Building Services
    1. Technology Technician
    2. High School Head Custodian
    3. Elementary Head Custodian
    4. Full-time Custodian
    5. Part-time Custodian
  - C. Administrative Assistant
    1. 12-month Administrative Assistant
    2. 10 month Administrative Assistant
    3. Part-time Administrative Assistant
  - D. Educational Assistants
    1. Full-time Assistant (6 hours or more)
    2. Part-time Assistant (less than 6 hours)
  - E. Transportation
    1. Bus Driver
    2. Van Driver

- F. Food Services
  - 1. Head Cook
  - 2. Cook, Cashier, Server A & B

For the purpose of this Agreement, the following are excluded from the bargaining unit:

- A. Treasurer
  - B. Superintendent's Secretary
  - C. Treasurer's Assistants
  - D. Food Service Coordinator
  - E. Transportation Coordinator
  - F. All Certified Personnel
  - G. Maintenance Coordinator
  - H. EMIS Coordinator
  - I. Director of Opportunity School
  - J. Alternative School Director
2. The Association recognizes the Board as the locally elected body charged with the establishment of policy for public education in the Coshocton City School District and as the employer of all personnel. The Association further recognizes that the Board shall have the sole responsibility for the management and control of all the public schools of whatever name or character in the district and is specifically delegated with the responsibility of making the rules and regulations by which the employees of the Board will be governed as provided in Section 3313.20 and 4117.08 of the Ohio Revised Code. The Board has the exclusive authority in all matters concerning supervision, evaluation, suspension, discipline, demotion, layoff, transfer and/or assignment, termination, non-renewal and hiring except as these rights may be specifically and expressly limited by a provision of this Contract and then only to the extent of such specific and expressed limitation.
3. Should any new classifications be created that would be eligible for inclusion in the bargaining unit, negotiations on the appropriate rate of pay shall be conducted in accordance with Article 3.

### **ARTICLE 3 - NEGOTIATIONS PROCEDURES**

- A. The parties shall meet at times and places agreed upon at the first negotiation meeting. At the first meeting of the parties, the Association and the Board shall submit to each other in writing all of their issues for negotiations. No additional issue shall be submitted by either party following the first meeting, unless agreed to by both parties.
- B. The Board and the Association negotiation teams shall be limited to five (5) persons. Neither party shall have control over the selection of the other party's team members.

- C. A consultant may be used by each party in any of the negotiation meetings in an advisory capacity. The expense of such consultants shall be borne by the party requesting or hiring them.
- D. Prior to and during the period of negotiations, the Board and the Association agree to provide each other upon request or within a reasonable period of time, all regularly and routinely prepared information concerning the issues under consideration.
- E. Upon request of either party, negotiation meetings shall be recessed to permit the requesting party time in which to caucus in privacy. Each caucus shall not last longer than thirty (30) minutes, at one time unless mutually agreed otherwise.
- F. As negotiation items are tentatively agreed to, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing should not be construed as final agreement.
- G. When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the text of the tentative agreement. Once the negotiation teams have approved the text of the tentative agreement it shall be submitted to the Association and the Board for ratification and adoption.
- H. **DISAGREEMENT** - In the event an agreement is not reached through negotiations within 60 days of the first bargaining session, then either party shall have the option of declaring impasse.

If impasse is declared, either party may make a request to the Federal Mediation and Conciliation Service for the appointment of a mediator to assist the parties in their negotiations.

The assigned mediator has the authority to recommend, but not to bind either party to any agreements. If an agreement is not reached within 30 days of the first meeting with the mediator, then the impasse procedures of this contract shall be deemed to have been completed and the Association may exercise its right to strike in accordance with and subject to the conditions of Chapter 4117 of the Ohio Revised Code and the Board may implement its final offer. The Board will not go to a disagreement in order to lockout or prevent employees from performing their regular assigned duties where the objective is to bring pressure on the Board or Association to compromise or capitulate to the Board's terms.

Both parties agree that for the duration of this agreement, the foregoing mediation procedure is exclusive and shall constitute the parties' "mutually agreed upon alternative dispute resolution procedure" under O.R.C. Chapter 4117.

## **ARTICLE 4 - REQUEST TO OPEN NEGOTIATIONS**

Either party may request the opening of negotiations by submitting such request in writing to the other party and to SERB no more than one hundred twenty (120) days or no less than sixty (60) days prior to the expiration of this Agreement. Negotiations shall be conducted in accordance with the negotiation procedures set forth in this contract and in the event an agreement has not been reached and all the negotiation procedures have been completed and the contract provisions at issue have expired, the Association may exercise its right to strike in accordance with Chapter 4117 of the Ohio Revised Code.

## **ARTICLE 5 - WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT**

The Board and the Association each acknowledge that during negotiations resulting in this agreement, each party had the right, subject to the limitations of law, to bargain on any and all issues it desires and that this agreement was arrived at by the parties after the exercise of that right and each party does therefore waive, during the life of this agreement, the right to bargain on any other issues, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter outside of, referred to or covered in this agreement unless the subject matter is mutually agreed to by both parties.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### **A. Definitions:**

1. A "grievance" is an alleged violation, misinterpretation or misapplication of any of the provisions of this agreement.
2. A "grievant" shall mean an employee or group of employees within a bargaining unit. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting such members of said group.
3. 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.
4. A "day" shall mean a calendar day. The number of days indicated at each level are maximums, however, the time limits may be extended by mutual agreement of the parties.

### **B. Miscellaneous:**

1. A grievance may be withdrawn at any level without prejudice.
2. Should a grievant voluntarily leave the employ of the Board, all proceedings underway on behalf of that employee shall be terminated and the grievance considered waived.

3. No grievant shall be denied the right to Association representation.
4. Copies of action taken shall be sent to the parties involved.
5. Forms for processing grievances shall be available through the administration offices in each building, the Board Office and the President of the Association.
6. If a grievance arises, there shall be no stoppage or suspension of work or concerted activities because of such grievance, but such grievance shall be submitted to the grievance procedure.

C. Level One - Informal

Any employee with a problem must have privately discussed this problem first with his/her immediate supervisor before a grievance shall be filed. The problem shall have been discussed within seven (7) calendar days following the date on which the grievant knew or should have reasonably known of the act or conditions giving rise to the grievance have taken place.

D. Level Two Formal

If the informal discussion does not resolve the grievance to the satisfaction of the employee, the employee shall have the right to file a written grievance with the employee's immediate supervisor. If such written grievance is not filed within ten (10) calendar days of the occurrence of the act or condition giving rise to the grievance, the grievant shall have waived the right to file a grievance.

The grievance shall be on a standard form and shall contain a concise statement of the facts upon which the grievance is based, a specific reference to the provision allegedly violated, and the relief sought. A copy of such grievance shall be filed with the Superintendent. The employee shall have the right to request a hearing before his/her immediate supervisor. Such hearing shall be established within seven (7) calendar days after receipt of such request. The aggrieved employee shall be advised in writing of the time, place, and date of the hearing. The immediate supervisor shall take action on the written grievance, or, if a hearing is requested, within seven (7) calendar days after the conclusion of said hearing. The action taken shall be reduced to writing and copies sent to the employee, the Superintendent, the Treasurer of the Board and the President of the Association. If the immediate supervisor does not respond in a timely manner, the grievance automatically proceeds to level three.

E. Level Three - Formal

If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent. Failure to file such an appeal within seven (7) calendar days from receipt of the written notice of the immediate supervisor's action on said grievance shall be deemed a waiver of

the right to appeal. Upon request, a hearing shall be established by the Superintendent within seven (7) calendar days after the receipt of the request.

Every effort shall be made to have the meeting within the following seven (7) calendar days. The aggrieved employee shall be advised in writing of the time, place and date of such hearing. The Superintendent shall take action on the appeal; or, if a hearing is requested, the Superintendent shall take action within seven (7) calendar days after the conclusion of such hearing. The action taken shall be reduced to writing and copies sent to the employee, the immediate supervisor, the Treasurer of the Board and the President of the Association. If the Superintendent does not respond in a timely manner, the grievance automatically proceeds to level four.

F. Level Four - Formal

If the grievant is not satisfied with the disposition made at level three, he may within seven (7) calendar days of the receipt of the response at level three request a hearing before the Board. Failure to request such a hearing within seven (7) calendar days shall be deemed a waiver of the right to proceed. If requested, the hearing before the Board shall take place at the next regularly scheduled meeting occurring more than ten (10) days after filing the notice of appeal at level four. A grievance shall be heard in executive session and the Board's written decision shall be delivered to the grievant within fifteen (15) days of the hearing. Copies of the Board's decision shall be provided to the employee, Supervisor, Treasurer of the Board and President of the Association.

G. Level Five - Arbitration

If the grievant is not satisfied with the Board's decision, he/she shall have seven (7) calendar days to file a written appeal with the Board of Education requesting that the matter be submitted to arbitration. Failure to file an appeal within said seven (7) day period constitutes a waiver of the right to appeal. If an appeal is timely filed, the parties shall jointly request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) and the arbitrator shall be selected in accordance with the rules and regulations of the FMCS.

The grievance hearing before the arbitrator shall be held in private and shall be scheduled during hours which do not interfere with the grievant's contractual duties. The arbitrator shall render his decision in writing within thirty (30) days of the hearing and that decision shall be binding. The report of the arbitrator shall be served upon the Association and the Board.

The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this Agreement nor shall the arbitrator have any authority to restrict or diminish any of the legal authority granted to the Board of Education by law except to the extent that legal authority has been restricted by a specific provision of this contract. The arbitrator shall have no authority to rule on the accuracy of the content of any evaluation and he shall simply have the authority to determine whether or not the evaluation

procedure was followed. In addition, the arbitrator shall have no authority to hear grievances concerning the transfer and assignment of employees. The expenses and fees of the arbitrator shall be paid by the losing party.

#### **ARTICLE 7 - EVALUATIONS**

All employees shall have the opportunity to review evaluations regarding their work. The employees shall acknowledge that he/she has read the evaluation by their signature on the copy to be filed and a copy of the evaluation shall be given to the employee. Such signature on the evaluation shall not indicate agreement or disagreement with the evaluation. The employee shall be given the opportunity to make any comments regarding the evaluation on the evaluation form or by letter which will be attached to the evaluation. There shall be a minimum of two (2) evaluations of new employees during the first year of employment. All other employees shall have a minimum of one (1) evaluation. The employee evaluation procedure, not the judgment of the administrator and/or coordinator, is subject to the grievance procedure.

#### **ARTICLE 8 - PERSONNEL FILES**

Employees shall be given a copy and have the opportunity to read any material which may be considered derogatory to the employee's conduct, service, character, or personality before it is dated and placed in their personnel file. Employees shall acknowledge that he/she has read the material by affixing their signature to the copy, which does not constitute agreement with the content of the material but indicates only that the material has been inspected by the employee.

The employee shall also have an opportunity to reply to such derogatory material in a written statement to be attached to the filed copy. Employees shall be informed of any complaint by a parent and/or student which is directed toward the employee and which may become a matter of record.

Derogatory material or complaints against the employee mutually found to be unwarranted shall be removed from their file. Anonymous letters or material shall not be placed in any employee's file nor shall they be made a matter of record.

Each employee shall have the right, upon request and appointment, to review the contents of their own personnel file. Letters of reference are to be considered confidential and shall not be viewed by the employee.

An employee shall have the right to representation with her/him at any and all disciplinary hearings or actions and/or when reviewing their personnel file. At the written request of a bargaining unit member, written reprimands, matters of discipline or other negative materials shall be removed from the member's personnel file, three (3) years after placed in the file, provided that no intervening incidents have occurred regarding such matters. Such documents will remain a public record according the Ohio Revised Code Section 149.

## **ARTICLE 9 - RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION**

### **1. To attend Meetings and Conferences**

The Superintendent shall authorize up to three (3) days with pay per year to both the President of the Association and other delegates to represent the Association at the State Association Meeting. In addition, if a member of the bargaining unit is elected to a position of officer of the State Association or District Office of OAPSE and is eligible to attend the State OAPSE Conference, up to three (3) days with pay will be granted for his/her attendance.

### **2. Use of Bulletin Boards and School Mail System**

The Association shall be permitted reasonable use of a bulletin board in each school building. The Association may be permitted reasonable use of the school mail system, email, computers, copiers, fax, and telephone for distribution of notices to be posted in buildings for employees covered by this Agreement. Any costs incurred for copies, fax or telephone will be reimbursed to the Board by the Local Union.

### **3. Fulfillment of Responsibilities**

The elected President, officers and/or representatives shall fulfill their employment duties before performing Association activities.

### **4. Terms of Agreement**

The Association leadership shall advise its membership of the terms and responsibilities of this Agreement.

### **5. Policy Manual**

A copy of the Board policy manual will be provided to the Association President for employee reference. Copies of revisions will be provided for update when approved.

### **6. Building Use**

The Association may use the school building for its official membership and executive committee meetings after school hours and at a time and place that does not interfere with the normal and other scheduled use of such building. Arrangements shall be made with the Superintendent. Building use shall be in keeping with building and administrative policies of the Board and the Ohio Revised Code. No fees will be charged for such use unless custodial overtime or damage is incurred as part of the facility use. Attendance at such meetings shall not interfere with the performance of the classified employee's duties.

7. Release time with pay shall be granted to any necessary bargaining unit members and the local president to attend grievance and arbitration hearings, negotiation sessions, and insurance committee meetings when such meetings are conducted during the employee's regularly scheduled hours of employment.
8. Upon request, the Association will be provided five (5) minutes at the first In-Service Day to communicate information to bargaining unit members.
9. The Board shall provide the Association with a list of the names and addresses of all bargaining unit members. Such information shall only be for use by the Association.

#### **ARTICLE 10 - SENIORITY**

System seniority shall be defined as the length of employment by an employee with the Board as computed from the most recent date of hire into a bargaining unit position with the Board. Classification seniority shall be defined as the length of employment by an employee in a classification computed from the most recent date of entry into a classification as defined in Article 2. Authorized leaves of absence shall not constitute an interruption of continuous service. Only regular full time and regular short hour employees shall accumulate seniority. The seniority list will be provided to the Association President by April 1 of each school year.

#### **ARTICLE 11 - REDUCTION IN FORCE**

In the event it becomes necessary to reduce classified staff (bargaining unit positions) due to abolishment of position, financial reasons, lack of work, building closures, the return to duty of regular employees after leaves of absence, territorial changes affecting the district, or decreased enrollment of pupils in the district, the following procedure shall govern such layoffs:

- A. Thirty (30) days prior to the Board instituting such reduction in the classified staff, the administration shall notify the President and meet with the Association President to discuss these reductions. The administration shall meet with the employees within fifteen (15) days of such notice.
- B. The number of employees affected by reductions will be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire, or otherwise vacate a position.
- C. In any reduction, the concept of seniority by job classifications shall prevail. Seniority shall be determined by the employee's most recent date of hire within the classification. In the case of the same date of hire, the determinant will be the amount of previous uninterrupted service and if also equal, the date of interview. Board approved leaves of absence shall not constitute an interruption of continuous service.
- D. When the Board has determined the need for reduction either system wide, within a classification or within a department or building, new employees in an initial probationary status shall be laid off first. Additional reductions shall begin with the least

senior employee in the classification continuing in order of seniority until the reduction is complete.

E. Any employee whose position has been eliminated or wages reduced by such a reduction in force may displace any less senior employee in their classification. An employee affected by a reduction in force is bumping a less senior employee in their classification and not into a specific assignment. If displaced from the classification, the employee may displace any less senior employee in the next lower classification in the classification series as defined below.

I. Maintenance

II. Building Services

1. Technology Technician
2. High School Head Custodian
3. Elementary Head Custodian
4. Full-time Custodian
5. Part-time Custodian

III. Administrative Assistant

1. 12 Month Administrative Assistant
2. 10 Month Administrative Assistant
3. Part-time Administrative Assistant

IV. Educational Assistants

1. Full-time Assistant (6 hours or more)
2. Part-time Assistant (less than 6 hours)

V. Transportation

1. Bus Driver
2. Van Driver

VI. Food Services

1. Head Cook
2. Cook, Cashier, Server A & B

Any employee laid off by a reduction in force shall retain seniority in all classifications in which he/she has been employed by the Board and shall have the right to bump a less senior employee in another classification if that employee has greater system seniority in the classification and has worked in the classification he/she is bumping into within the past five (5) years.

- F. Employees who retrogress under the provisions of this procedure to a lower hourly pay range and/or less hours shall not be reduced in the hourly rate of pay but shall retain their current hourly rate of pay and remain frozen until such time as they return to their original or equivalent position, or until the hourly rate of pay of the new position surpasses that which the employee was earning prior to the retrogression.
- G. A laid off employee shall retain recall rights for a period of twenty-four 24 months beginning with the first day the employee is not scheduled to work. The Board shall not hire any new employees to a vacancy until all qualified employees on the recall list who have been laid off from the classification of the vacancy have had an opportunity to be recalled.
- H. Prior to the effective date of any layoff, the Board shall prepare a list containing names, seniority dates, and classifications and indicate which employees are to be laid off. A copy of the layoff list will be provided to the Association President. Each employee to be laid off shall be given written notice of the layoff with a statement advising the employee of the reason for layoff, the effective date of layoff, their displacement and reinstatement rights.
- I. Vacancies or newly created positions which occur in the classification shall be offered by mail to the employee with the highest seniority having been laid off after the vacancy or newly created position has been posted and filled, by seniority, within the classification first. The employee must respond within three (3) weekdays, not to include current contract agreed to holidays and/or Saturdays and Sundays. In the event the position is declined, the employee's name shall be removed from the reinstatement list and the next employee in line of recall shall be offered the position. Laid off employees shall receive all postings by mail as long as their name remains on the layoff list and may bid on any position as provided in Article 12 of this Agreement.
- J. Any employee declining reinstatement who has retrogressed into a lower pay range shall be retained in that position and retrogressed to the actual pay rate for the position.
- K. It shall be the responsibility of any laid off employee to provide the Board, during any layoff period their current mailing address.

## **ARTICLE 12 - VACANCIES**

When any job for the classified staff (bargaining unit position) in the school system is vacant or newly created, it shall be advertised for bid, within five (5) days of the Board's decision to fill the vacancy or newly created position by listing job title, current location, hours and hourly rate: listing to be posted on an office or department bulletin board which should be reviewed by individuals most likely to be interested, sent through interschool mail, and a copy sent to the Local Union President. During the summer vacation, all job vacancies will be posted on the District website and, at the employee's choice, communicated through email alerts, telephone notifications, or texts. Twelve (12) month employees will continue to receive the same

notification that is given during the school year. Any employee may choose to opt out and continue to receive a hard-copy if they do not have access to such methods. If an employee will be on vacation during the summer months, it is their responsibility to notify the Superintendent or his/her designee and work out how they will receive the vacancy notification. If employees require training on these methods of notification, the Board and the Union will set it up within a reasonable time period. At least four (4) days for bidding will be allowed. Bids shall be in writing and directed to the Superintendent or his/her designee. If the vacancy occurs after January 1, the Superintendent may fill it with a substitute until the end of the school year at his option. The position will then be posted as vacant for the next school year. If a current position is adjusted either up or down by more than one (1) hour per day, the position shall be declared vacant and advertised for bid.

When filling such openings, the Superintendent and/or designee will first consider all classified applications and their general qualifications, ability and efficiency to perform the work. When all items are equal, the determinant will be the bidder's seniority in the classification and/or school district. If no one is selected, then the Superintendent and/or designee may consider other internal and external qualified applicants.

When an employee moves to a new position outside their present classification series, they will move to the base step of the new classification. Past experience in the new classification will be counted and the employee shall be reinstated on the step and wage scale they were on when they previously held the position. When an employee is involuntarily transferred to a different position within the same classification which changes hours, location and/or months of work, they will maintain their experience step on the wage scale.

After an employee assumes work on the job for which he or she has bid, up to ten (10) working days will be granted for the employee to qualify as an efficient worker. If the employee fails to qualify as an efficient worker or fails to show satisfactory progress, the Superintendent or designee, in his/her sole discretion, has the right to remove the employee from that job within the qualifying period and return him/her to his/her former position. The employee may also elect in writing to return to his/her former job if not satisfied within the qualifying period.

Jobs will not be considered vacated while the regular worker is serving a probationary period of ten (10) working days on another job as a result of having been on such job, but the job may be posted for bid (four working days time) during that ten (10) working day period.

### **ARTICLE 13 - GENERAL EMPLOYEE PROVISIONS**

1. Travel in District

Employees will be reimbursed for authorized travel at the rate established by the Board.

2. Tickets to Events

Each classified employee shall receive a general admission pass good for the employee and guest for events in the school district. Special events may be excluded.

3. Pay Days

The employees' wages shall be calculated by multiplying the hourly rate times the total number of hours worked per day, times the total number of days scheduled to work per year, including holidays, until an annual wage is reached. This annual wage will then be paid in twenty-four (24) equal semi-monthly payments.

4. Job Descriptions

Job descriptions for all bargaining unit classifications shall be on file in each building with a copy to the Local Union President. The employee shall receive a job description for their particular classification when employed. The Local Union President and the affected employees shall receive a copy of any changes in job descriptions.

5. Overtime

No overtime shall be granted unless authorized by the immediate supervisor. Such authorization shall be in writing and signed by the supervisor. Any emergency authorizations or standing approvals shall be in writing and signed and dated by the authorizing supervisor. Copies of such authorizations shall be kept on file for review.

6. Relief Periods

The times for when relief periods are to be taken shall be designated by the immediate supervisor.

7. Contract Sequence

New employees hired by the Board shall serve a twelve (12) month probationary period. The Board may discharge these employees during their probationary period at any time and for any reason in the Board's sole discretion. Once any employee has successfully completed the twelve (12) month probationary period, he or she shall be issued a continuing contract with the Board.

8. Disciplinary Interviews

Except in an emergency, disciplinary interviews when required, and reprimands shall be made in private. An affected employee may, if he/she deems it necessary, request the presence of a representative.

9. An employee may be suspended or terminated for just cause.

10. The Board shall agree to an academic tuition plan with the following stipulations:

A. Must be in a classified position and employed by the Board.

- B. The study must be in appropriate and/or related fields of work that could improve current job skills within the district, and be from an accredited institution. All courses of study must be pre-approved by the Superintendent.
- C. Applications shall be made on forms provided by the Board.
- D. Compensation will be not less than fifty percent (50%) of an individual's tuition cost for the period.
- E. Each year \$3,000 will be available for tuition reimbursement on a first come/first serve basis. When this fund is exhausted, reimbursement will be denied.
  - a. Payment will be made upon submission of evidence verifying that the work was successfully completed (C or better and/or Pass if Pass/Fail), and a statement showing the cost of courses taken.
  - b. Satisfactory evidence will be any of the following: grade or transcript, along with receipt.
- F. The employee shall not use regular working hours to attend class.
- G. The employee will not receive reimbursement for courses taken which are being reimbursed by another agency.
- H. Any bargaining unit member receiving reimbursement by the Board for tuition costs must agree to remain employed by the Board, if the Board so desires, for the following year. If the employee does not agree to remain in the Board's employment, or does not in fact remain in the Board's employment after the Board has expressed its desire to have him/her do so, then the employee must reimburse the Board for any and all tuition reimbursements received in the previous year. An employee who has earned a teaching license and has not been selected for a vacant position (with no internal bids), and secures a teaching position in another district, will not be required to reimburse the Board.

11. Lunch Periods

All employees hired or bidding into a new position after June 30, 2003, who are scheduled to work seven (7) hours or more per day are entitled to a thirty (30) minute duty free lunch to be assigned by their immediate supervisor. Employees hired before June 30, 2003, shall maintain their previous lunch allotment time.

12. Working in a higher classification

Within the classification series, whenever an employee works in a higher classification, he/she shall receive the higher hourly rate of pay of the higher classification for all hours worked.

13. Background Checks

The board will pay for all expenses for all employees for the FBI/BCI background checks.

14. Calamity Day

All board employees will report to work on all scheduled work days unless notified not to report by the appropriate administrator or supervisor.

This includes days that the schools are closed for student instruction due to inclement weather or other public calamity.

The canceling of classes for students or the canceling of work for the aforementioned employees is the responsibility of the Superintendent or his designee.

Each employee shall notify the appropriate administrator or supervisor if he/she has a problem which will delay his/her arrival to work on time on the days that schools are closed for students, the same as he/she would if the schools were open for instruction.

In the event school is closed because of public calamity or severe weather, all persons notified not to report for work by the appropriate administrator or supervisor shall be paid their regular rate of pay. Those employees notified to report to work shall be paid their regular rate of pay for all hours worked plus any hours missed (equaling their total contracted hours for that day) due to the calamity or severe weather which caused the school closure. In other words, employees shall be paid their regular rate of pay for all hours normally worked on any calamity day as stated in Section 3319.081 of the Ohio Revised Code.

#### **ARTICLE 14 - SICK LEAVE**

Each employee may use sick leave for absence due to personal illness, injury, 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. Sick leave is to be taken as a half or whole day only.

Each employee shall be entitled to accumulated sick leave credit at the rate of one and one-quarter (1 -  $\frac{1}{4}$ ) days per month, for a maximum of fifteen (15) days per year while under contract with the Board and said leave shall accumulate to two hundred forty (240) days.

Each newly hired employee, and each employee who has exhausted accumulated sick leave, shall be entitled to an advancement of up to five (5) days of sick leave each year, to be charged against sick leave he or she subsequently may earn during the school year.

Any employee transferring to the Board from another public agency shall be credited with the unused balance of his/her accumulated sick leave up to the accumulation limit, upon verification of such accumulation from the proper public agency pursuant to section 3319.141 of the Ohio Revised Code.

Immediate family will be interpreted to mean the following people: spouse, parent, sister, brother, child, grandparent, grandchild, in-law relatives, and immediate uncle and aunt.

Death in the "family" is defined to mean the following: spouse, parent, brother, sister, child, grandparent, grandchild, parent-in-law, brother or sister-in-law, or other blood relatives of said employee. Absence for funerals should not exceed five (5) days.

The Superintendent, after proper request and prior approval, may grant five (5) additional working days per school year from sick leave accumulation for employees for death in the "family".

The Superintendent, after proper request and prior approval, may grant one (1) day from sick leave accumulation for employees to attend the funeral of a very special friend or relative not covered above.

The Superintendent, in his discretion, may extend the provisions of this Article.

Misuse or falsification of any signed statement in the use of the sick leave shall result in the employee having a day's pay deducted for each day of leave that was misused or for which the employee falsified a signed statement and is also grounds for suspension without pay or termination of employment under Section 3319.081 of the Ohio Revised Code.

Reason for absence shall be given in all sick leave usage forms. In addition, a doctor's statement shall be given for all absences after the third (3<sup>rd</sup>) consecutive day of personal illness. Employees using a total of five (5) days of sick leave during a school year shall be required to meet with the building principal and/or direct supervisor to discuss his/her absences, and an employee using a total of eight (8) days of sick leave during a school year shall be required to meet with the Superintendent to discuss his/her absences.

If any bargaining unit member exhausts his/her accumulated sick leave and is not eligible for disability retirement, then the Board shall continue to pay all insurance premiums required by this contract for the employee until the contract year in which the employee exhausted his/her accumulated sick leave ends.

## ARTICLE 15 - PERSONAL LEAVE

The Board grants two (2) working days per year with pay for restricted personal leave, which days shall not be deducted from sick leave. The Board will grant one (1) working day per year with pay for unrestricted personal leave. The Board will grant one (1) bereavement day for funerals of employee's immediate family as described in Article 14, day not to be deducted from sick leave, and cannot be accumulated in any fashion. This time is to be taken as half or whole days only. All arrangements for use of personal leave shall be made through the Superintendent or his/her designee at least one (1) week prior to the date of usage to allow employment of substitutes. Emergency situations shall be arranged as early as possible. Personal leave shall not be used to extend a vacation or holiday period. Personal leave shall include the following:

- A. Attendance at the wedding celebration of a member of the immediate family of the person as defined in the sick leave policy.
- B. Attendance at the graduation ceremonies of a member of the immediate family of a person as defined in the sick leave policy.
- C. Religious holidays as related to one's own faith.
- D. Attendance in a court of law as plaintiff, witness, or otherwise as a party to the proceedings.
- E. Required attendance by the person at a government or professional bureau or office which office or bureau is not open for business on Saturday or other personal business that cannot be handled at some other time.
- F. "Acts of God", such as weather or unexpected home calamities.
- G. Other comparable reasons at the discretion of the Superintendent.

Personal leave is not to be used for vacation, an outing, a day of entertainment such as hunting, fishing, job interview, etc.

For personal leave not used during the course of the school year, excluding bereavement day, the employee will receive one (1) day's sick leave credit for each personal leave day not used, which is subject to maximum sick leave accumulation.

No more than two employees in each classification as defined in this agreement may be considered for personal leave on any work day.

Misuse or falsification of any signed statement in the use of personal leave shall result in the employee having a day's pay deducted for each day of leave that was misused or for which the employee falsified a signed statement and is also grounds for suspension without pay or termination of employment.

The Superintendent, in his discretion, may extend the provisions of this Article including the granting of leave without pay.

#### **ARTICLE 16 - FAMILY MEDICAL LEAVE**

The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993 (FMLA), including eligibility requirements. The period for determining the amount of FMLA leave to which an employee is entitled shall be a rolling twelve-month period from the first qualifying event. An employee shall be required to use any available paid leave concurrently with his/her FMLA leave.

#### **ARTICLE 17 - ASSAULT LEAVE**

An employee who is absent due to disability resulting from a physical assault, if the assault occurred while in required attendance at an official school function, or in carrying out duties directly related to the role and responsibility of the employee, or in the course of the employee's contracted employment during his/her regular work year, will be granted up to twenty-five (25) days of assault leave. During such assault leave, the employee shall be maintained on full pay basis. Eligibility will be based on a signed statement by the employee within two (2) school days after the incident occurs, or later at the discretion of the Superintendent, which shall include but not be limited to the following:

- A. Nature of the injury
- B. Date and time of the occurrence
- C. Identification of the individual or individuals causing the assault, if known.
- D. Facts and circumstances surrounding the assault.
- E. A certificate from a licensed physician describing the nature of the injury sustained causing absence.
- F. A statement indicating the willingness of the employee to participate and cooperate with law enforcement authorities if legal action is pursued against the assailant(s).

Assault leave granted under this section shall not be charged against sick leave or personal leave.

#### **ARTICLE 18 - CHILD CARE PROVISION**

A member of the bargaining unit may request and will be granted up to one (1) year of unpaid Child Care Leave, except that up to two (2) years leave will be granted in the event it is required by an adoption agency and/or the child suffers from a serious illness or disability. When possible, such leave will commence and end coinciding with the beginning or ending of a semester as adapted to the school board calendar. During the term of the leave, the member may maintain his/her insurance benefits by paying the group rate to the Treasurer.

## **ARTICLE 19 - LEAVE OF ABSENCE**

Employees may, under conditions specified herein, be granted leaves of absence without pay for a period not to exceed two (2) years for the following purposes: illness, maternity, or disability.

Leaves of absence without pay may be granted upon proper application of an employee who has exhausted his/her accumulated sick leave and is still unable to return to work. Medical leave shall only be granted upon the submission of a doctor's certificate indicating both the necessity for such leave and the reasonableness of anticipated return.

Leaves of absence shall be authorized only by the Board upon the recommendation of the Superintendent and within the provisions of the Ohio Revised Code governing such leave.

Employees on authorized leaves of absence shall be considered as maintaining the characteristic of continuity of service provided such leave does not total more than two (2) years. Application for a leave of absence shall be made at the employee's discretion at least thirty (30) days prior to the Board meeting of anticipated approval, except in a case of extreme emergency. The application shall be made in writing to the Superintendent.

Employees on leaves of absence shall have the option to pay for insurance at the group rate while on leave. The employee shall forward to the Treasurer of the Board a check for the monthly premium one (1) month prior to the payment date.

In all cases of leaves of absence, the employee shall give notice of his/her intent to return to the former position at least thirty (30) calendar days prior to the expiration of the leave. Upon expiration of the leave, such employees shall be assigned to his/her former position if available or to a position in the same classification with the same amount of days and hours as when the employee left as determined by the Superintendent in accordance with the needs of the school district. The returning employee shall be placed on the current salary schedule, at the step at which they left.

Failure to report to duty following the expiration of a leave of absence, unless additional absence is authorized, may be considered by the Board as termination of contract by the employee.

Misuse or falsification of any signed statement in the use of leave of absence shall be grounds for suspension without pay or termination of employment.

## **ARTICLE 20 - ATTENDANCE INCENTIVE**

Employees who work 30 or more hours per week and who do not use any sick leave and/or personal leave or days without pay during the school year shall be compensated \$200. Employees who work 30 or more hours per week and who have used no more than one (1) day of sick leave and one (1) day of personal leave per school year and no days without pay shall be compensated \$100.

Employees who work less than 30 hours per week and who do not use any sick leave and/or personal leave or days without pay during the school year shall be compensated \$100. Employees who work less than 30 hours per week and who have used no more than one (1) day of sick leave and one (1) day of personal leave per school year and no days without pay shall be compensated \$50.

## ARTICLE 21 - VACATIONS

### A. Eligibility for use of accrued vacation leave

1. All classified twelve (12) month employees.
2. Employees with one (1) or more years of continuous service in other classifications who enter into classified twelve (12) month employee positions shall accumulate continuous service credit for all prior months service rounded to the nearest year. Eligibility for vacation shall commence upon transfer into twelve (12) month position.

### B. Vacation Schedule

#### 1. Entitlement

	Pro-rata distribution days
0 to 1 year	
1 to 7 years	2 weeks (10 days)
8 to 15 years	3 weeks (15 days)
16 to 24 years	4 weeks (20 days)
25 plus	5 weeks (25 days)

Vacations shall be scheduled and/or taken during the first two (2) full weeks of July following the year the employee accrues vacation. First year employees will be credited with a pro-rata portion of earned vacation to be taken during the first two (2) full weeks of July.

Employees may schedule vacation at other times during the year with the approval of the Superintendent or his/her designee. Vacations shall be taken by the week, but with special request and prior approval, may be taken one day at a time.

An employee who may be hospitalized, become ill, or may have a death in the family while on vacation, may request sick leave time in place of vacation time.

If an employee takes a vacation during a period when a holiday occurs, that holiday is not chargeable against employee's earned vacation days. Five (5) work days constitutes one (1) week's vacation.

## **ARTICLE 22 - PAID HOLIDAYS**

Twelve (12) month employees shall receive the following holidays with pay:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Christmas Day
5. New Year's Day
6. Martin Luther King Day
7. Memorial Day
8. County Fair Day
9. Day after Thanksgiving
10. Day before Christmas
11. Day before New Year's
12. President's Day
13. Good Friday

Nine, ten and eleven month employees shall receive the following holidays with pay:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
5. Martin Luther King Day
6. Memorial Day
7. Day after Thanksgiving
8. President's Day
9. Good Friday

The employees working nine, ten, and eleven months will be paid for a total of nine (9) holidays in addition to the work days listed on their wage and calendar notice.

+Twelve month employees will be paid for a maximum of thirteen (13) holidays which shall be included within the two hundred sixty (260) scheduled days of employment.

Actual holiday dates will be established by the Board in its adopted calendar.

## **ARTICLE 23 - SEVERANCE PAY**

Any employee having served the Coshocton City Schools for ten (10) or more years and being accepted by an Ohio Retirement System for retirement, may elect, at the time of retirement from active service, to be paid cash for a portion of his/her accrued but unused sick leave credit in an amount equal to 25% of his/her accumulated but unused sick leave to a maximum of fifty (50) days.

Such payment shall be based on the employee's per diem rate of pay at the time of retirement from active service.

A one-time lump sum payment shall be made by the Treasurer of the Board at the Board Office after January 1 of the year following the employee's effective retirement date and within sixty (60) days of January 1, or the employee may request in writing that the severance payment be made no later than sixty (60) days after the employee has received their first retirement check from the School Employees Retirement System of Ohio, and shall be considered to eliminate all sick leave credit accrued by the employee at that time. This written severance request must be received by the last day of employment.

If a member of the bargaining unit dies while an employee of the Board and was eligible to receive severance pay at the time of his/her death, the estate of the deceased employee shall receive any severance pay to which the employee was entitled under this provision.

During the term of this Agreement, the Board may, at its option, implement an Early Retirement Incentive Program as provided by Ohio law.

#### **ARTICLE 24 - INSURANCE COVERAGES**

Beginning October 1, 1996, the Board of Education shall offer a Preferred Provider Organization (PPO), in lieu of the previous plan, for the classified staff, single or family. The Board shall pay the premium for said coverage and all other insurance benefits subject to the employee contribution as follows:

Work Week      0 to 9.5 hours

PPO and Dental Insurance shall be available to these employees who pay 100% of the Board Premium charged each month by the insurer at the time of entry into the program and any subsequent increases.

Work Week      10 to 19.5 hours

##### Maximum Monthly Employee Contribution

(Single Coverage PPO)	<u>Fixed Percentage of Employee Contribution</u>
\$314.62	51.22%
(Family Coverage PPO)	
\$677.68	47.91%

Work Week      20 to 29.5 hours

##### Maximum Monthly Employee Contribution

(Single Coverage PPO)	<u>Fixed Percentage of Employee Contribution</u>
\$162.62	26.47%



The Board retains the right to select the insurance carrier for any and all insurance coverage required by this agreement, subject to the limitation that the Board agrees to maintain such insurance coverage at levels equal to or better than that which is presently provided through the PPO.

The Association may be represented on the Insurance Committee. The Insurance Committee will monitor usage and rates, hear insurance problems and concerns of the members, and disseminate consumer and educational information to employees. The Insurance Consultant will act as an advisor, as needed. The Insurance Committee may recommend changes in the TPA (Third Party Administrator). The Committee shall meet quarterly or more often as scheduled by the Superintendent.

The Insurance Committee is empowered to recommend to the bargaining unit members and the Board any appropriate revisions in the Insurance Program.

For this contract (2015-2018), the Insurance Committee, along with input from OAPSE, will make plan design changes that equal a total plan savings of \$150,000 annually. The plan design changes can be selected, as an Insurance Committee, from a list of menu options. Employees will receive an additional wage increase of 2% at the time the plan design changes take effect. This additional increase is not retroactive, and may be earned at any time during this contract (for example, if design changes are created this fall and the implementation goes into effect on January 1, 2016, then employees would receive an additional 2% increase beginning in January 2016).

If the balance of the 024 fund drops below \$1 million, the Insurance Committee must recommend a plan for premium and/or plan design changes to fund the claim deficits within 45 days. It is understood that implementation of the plan may take longer than 45 days. The OAPSE president may change appointments to the Insurance Committee (such as negotiating team members or OAPSE officers).

## **ARTICLE 25 - EDUCATIONAL ASSISTANT PROVISIONS**

1. Relief Periods - All assistants are permitted to take one (1) scheduled relief period not to exceed fifteen (15) minutes per day.
2. The Administration shall be the sole judge as to the necessity for overtime worked, and no overtime shall be worked unless approved in writing in advance by the immediate supervisor. All overtime hours worked will be at straight time rate up to 40 hours in any work week. Any time worked beyond forty (40) hours in a work week will be at time and one-half.
3. Covering Classes - Whenever possible, certificated personnel will cover classes. In an emergency, an assistant may be directed to cover a class for a brief time. If an assistant is

directed to cover a class for a class period, the assistant will be compensated an additional amount per class period (40 minutes). The amount is the current minimum wage.

4. Covering for the administrative assistant- On a regular basis, the educational assistant may be directed to cover the office duties during a normal school day. When a administrative assistant is absent, a substitute administrative assistant will be employed to cover the administrative assistant in his/her absence. In an emergency when a substitute administrative assistant is not available, the educational assistant may be directed to work as an emergency administrative assistant. The employee may work and be compensated for the difference in time between the said employee's hours and the hours the administrative assistant normally works.
5. When Educational Assistants are required to attend field trips with students, he/she shall receive pay for all hours worked above their daily contracted hours.
6. CHS Student Class Monitor- This position will be for monitoring study halls, lunch periods, and similar type duties with the rate of pay, days & hours based on the Educational Assistant schedule. These duties will not be assigned to current Educational Assistants, and will only apply to newly created monitor position(s), as needed. Other Educational Assistants not normally assigned these duties and directed to cover these monitoring positions will be compensated per number three (3) of this article.

#### **ARTICLE 26 - BUILDING SERVICE PROVISIONS**

1. Building and Grounds Check
  - a. Elementary Custodians will be granted extra pay for one (1) hour each day to conduct a building check on Saturday, Sundays, holidays, and calamity days. Substitution for this responsibility may be assigned on a seniority rotation basis.
  - b. Senior High School Custodians and the Central Head Custodian will be granted one and one-half (1 ½) hour each day to conduct a building check on Saturdays, Sundays, and calamity days, when there is no event scheduled at the building. On days when events are scheduled in the building, the custodian working the event will be required to check the building. Substitution for this responsibility may be assigned on a seniority rotation basis.
  - c. A building and grounds check will consist of a systematic inspection against water leaks, gas leaks, break-ins, vandalism, open doors and/or windows, lights left on, intruders, etc. Parking lots shall also be checked for trash.
  - d. Building and grounds check on board approved holidays will be paid one and one-half times the employee's hourly rate of pay.
2. Building Use – Custodian charges will be paid by the sponsoring agencies for dance, parties, class plays, basketball games, meetings, etc., when such services are required.

Custodial fees for rental to outside groups are to be calculated and billed by the Treasurer of the Board. Payments are to be made to the Board and through the Board Treasurer to the custodians involved.

If the building is found to be unclean or damaged after such use, the custodian shall immediately contact his/her coordinator and/or principal who shall take appropriate measures to resolve the situation.

3. Hours of Work

- a. The work hours of custodial and maintenance personnel shall be established by the Superintendent and building principal by the second week of school for that school year. The shift work hours will be consecutive and bid on by building by seniority and finalized by the third week of school.
- b. Day custodians have one (1) hour off for lunch - to be scheduled. (Lunches shall be staggered so that a custodian is on duty at all times as approved by the building principal).
- c. Maintenance Personnel (non-daytime custodian(s)) shall have one half (1/2) hour off for lunch.
- d. On days when students do not attend school and when teachers are not at school and when there are no school functions scheduled, the hours of work are as follows: Both day and night custodians will work 6:00 a.m. to 2:30 p.m. with one-half (1/2) hour for lunch as authorized by the building principal. If school functions are scheduled for the evening hours, someone will be asked to work the late shift as usual (3:00 p.m. to 11:30 p.m.).
- e. Summer hours for custodians 6:00 a.m. to 2:30 p.m. with one half (1/2) hour (11:30 to 12:00) for lunch, provided at least one custodian is on duty 7:00 a.m. to 3:30 p.m. The only exception to this schedule will be when a custodian is reassigned for a special duty which may require a change in lunch time.
- f. Changes in shifts shall be discussed with the effected employees. In case of an emergency, temporary shifts may be established.

4. Dress - The Board will furnish coveralls and footwear for specific activities of the maintenance department which the Superintendent deems necessary.

5. Overtime - The Superintendent or his/her designee may grant overtime at the rate of time and one-half (1-1/2) for all hours over forty (40) worked in any work week. A work week shall run Sunday through Saturday. Any days of absence for any reason including but not limited to vacation, personal leave, sick leave, unpaid leave, holidays, etc. shall not count as hours worked for overtime purposes. No overtime shall be worked unless approved in advance in writing by the immediate supervisor.

Where possible, overtime shall be granted on a seniority rotation basis by classification within a building or department. The seniority list shall include the names of all employees who have indicated that they are willing to work overtime.

Any employee who declines overtime for any reason shall have their name rotated to the bottom of the seniority list and will not be granted overtime until their name reaches the top of the seniority list. Starting at the beginning of the school year, a building rotation shall be posted reflecting the entire school year stand-by custodians assigned per week, starting with the least senior custodian in the building and rotating to the most senior custodian. Once the seniority list has been exhausted and no employee has accepted the overtime, the administration shall have the right to assign the overtime to the stand-by custodian for that week.

For the purpose of this Article only, "standby custodian" shall refer to an overtime assignment that has moved through the bid process described above and every custodian available has refused the offer. The custodian assigned to the overtime shall be deemed a "standby custodian".

6. Call-In Time - Custodial and Maintenance workers called in by an administrator or coordinator from home to work for an emergency (except snow removal) after their work day has been completed shall be guaranteed a minimum of two (2) hours work.
7. Relief Periods - All four (4) hour custodians are permitted to take one (1) scheduled relief period not to exceed fifteen (15) minutes per day. All eight (8) hour custodians are permitted to take two (2) scheduled relief periods not to exceed fifteen (15) minutes, but not consecutively.

#### **ARTICLE 27 - FOOD SERVICE PROVISIONS**

1. Dress - Every cafeteria employee must dress appropriately to comply with all health department regulations.
2. Meals - The cafeteria workers will receive one meal a day at no cost.
3. The administration shall be the sole judge as to the necessity for overtime worked. All overtime hours worked will be at straight time rate up to 40 hours in any work week. Any time worked beyond 40 hours in a work week will be at time and one-half.
4. Relief Periods - Only cooks (A) and head cooks are permitted to take one (1) scheduled relief period not to exceed fifteen (15) minutes per day.
5. Certified Ohio Food Service Employees receive an additional \$0.20 per hour. If it becomes mandatory for this Classification to be certified, all fees and hours required to attain Certification shall be Board paid.

6. Employees who become certified through the American School Food Service Association shall receive a one time bonus of \$25.00 and a bonus of \$20.00 each time they re-certify. Employees must have one year of service in food service to be eligible to enter the certification program.
7. The work year for food service employees shall include two days at the start of the year.

#### **ARTICLE 28 - ADMINISTRATIVE SERVICE PROVISIONS**

1. Relief Periods - Only seven (7) hour administrative assistants are permitted to take one (1) scheduled relief period not to exceed fifteen (15) minutes per day.
2. The administration shall be the sole judge as to the necessity for overtime worked, and no overtime shall be worked unless approved in writing in advance by the immediate supervisor. All overtime hours worked will be at straight time rate up to 40 hours in any work week. Any time worked beyond 40 hours in a work week will be at time and one-half.
3. Principals Serving Two Buildings - If an administrative assistant works for a building principal who serves as principal in more than one school building, the administrative assistant may work up to, but not to exceed, an additional sixty (60) minutes per work day.
4. The Guidance administrative assistant shall be a twelve (12) month employee, and the Attendance administrative assistant shall be a ten (10) month employee. Additional hours/days may be added upon approval of the Superintendent.

#### **ARTICLE 29 - TRANSPORTATION SERVICE PROVISIONS**

Definitions: For the purpose of this Article, the following definitions shall apply:

A Regular Route consists of both an AM and PM Run and noon route (Kindergarten & pre-school and summer school)

Extra Runs are considered as runs assigned on a re-occurring assignment (example; planetarium, museum, study tables, and talented and gifted programs, etc.).

Non-Regular Route Assignments are Board-sponsored events other than the above (ex: field trips; athletic events, etc.).

Emergency assignment of a non-regular route assignment shall be considered as any non-regular route assignment that was cancelled by another driver, with less than twenty-four (24) hours notice or, the event was unable to be scheduled, within the twenty-four hour time period, prior to

the non-regular route assignment being run, due to no knowledge of the event by, the requesting party.

1. Times for A.M. and P.M. Routes - Times for each regular A.M. and P.M. route are different, therefore, school bus drivers shall be paid for the number of hours worked times the regular wage rate. The time for each route will be established by taking the average time for the assigned route during the first two weeks of the school year. The start and stop time for each route shall be recorded in writing and turned in by the end of the second full week of school. Each school bus driver will submit in writing student names and times for pick-up and unloading. The Superintendent or his/her designee will also ride and time the route. An additional period of time of thirty (30) minutes will be paid daily for safety check, warm-up, cleaning, fueling, reporting and other professional duties required. Route times will be rounded to the nearest quarter hour, with time over seven minutes being rounded up and seven minutes or less rounded down. The Board will pay for the regular A.M. and P.M. routes a minimum of 3.5 hours per day or a higher time if recommended by the Superintendent or designee. Partial routes shall be paid only for the hours worked.
2. Assignment of A.M. and P.M. Routes - Bus routes shall be rebid each year during the third week of school, on a seniority basis. Route times will be established by the end of the second week of school. Until route times are set for the school year, drivers will be assigned to the previous year's route. Adjustments to routes based upon student enrollment changes shall not result in rebidding a route until the next year, unless a route is increased or decreased by fifteen (15) minutes or more after the start of the school year, at which time the route will be posted and rebid.
3. Extra runs shall be bid by seniority and shall pay the same rate as driving time for a regular route as per definition of extra run above. Extra run round trips will be paid a minimum of two (2) hours. Drop off or pick up only will be paid a minimum of one (1) hour.
4. Assignment of Buses - The Board reserves at all times the right to assign or change buses.
5. Nonregular route assignments - The rate of pay for drivers assigned nonregular trips shall be per salary schedule. This hourly rate shall increase the same percent as the base wage rate increase for each year of the contract. Drivers will not be eligible for a nonregular route assignment which interferes with his/her responsibilities and or/regular duties unless requested by the Supervisor. When a driver is requested to give up their regular route for a non-regular route, they shall be compensated at their regular rate for the amount of time that they would have driven their regular route (i.e: If the driver gives up their two (2) hour regular route for a four (4) hour non-regular route, they shall be compensated at their regular rate for two (2) hours and the non-regular rate for two (2) hours).

The minimum drive time for all round trips shall be two (2) hours.

Starting at the beginning of the school year a rotation list shall be posted reflecting the entire school year standby drivers assigned per week starting with the least senior bus driver and rotating weekly to the most senior driver. In the event an assigned standby driver is unable to take the trip due to an emergency, the next least senior driver shall be asked to take the trip, rotating to the most senior driver. If the trip cannot be filled by the above process, it shall be mandatory for the next least senior bus driver to take the non-regular route assignment.

For the purpose of this article only, "standby drivers" shall refer to bidding a non-regular route assignment that has moved through the bid process described above and every driver available has refused the offer. The assigned driver to this non-regular route assignment shall be deemed a "standby driver."

Nonregular route assignments shall be distributed in the Transportation Department on the week prior to the week that the non-regular assignment is to be run, after the drivers return from their morning run, or between 9:00 a.m. to 9:30 a.m., whichever is earlier.

In the event of an emergency, the above may be waived. Should a regular driver, for an emergency reason, take an early trip, etc., time will only be paid for actual time of the trip, not from the time the driver starts the regular route. The Board reserves unto itself the right to assign drivers to certain buses and to change those buses assignments in its sole discretion.

#### 6. Licensing and Physicals

The Board shall reimburse bus drivers and other members of the bargaining unit requested by the Board to get licensed as a bus driver for the fee required to be paid for obtaining a CDL license or renewals thereof provided the renewal is not required because of the employee's driving record. This provision shall be applied retroactive to 1/1/90.

In addition, the Board shall provide a Doctor for required physicals and pay the fee for same. All bus drivers shall receive their required physical from the Doctor designated by the Board. Bus drivers will be compensated for all time spent traveling to and participating in a drug/alcohol test.

Any regular bus driver who fails a CDL examination or becomes uninsurable shall be granted a leave of absence without pay for up to ninety (90) days. A driver on leave shall be replaced by a substitute until the driver obtains his required license and certificate or the expiration of the leave, whichever occurs first. The Board shall have no further obligation to a bus driver who fails to be properly licensed or insurable by the end of the driver's leave of absence.

#### 7. All training of bus drivers by the certified instructor on staff will be conducted after normal working hours and will be compensated at the instructor's current rate of pay.

The certified instructor position will be awarded to the most senior driver bidding on it who is licensed to do the work.

8. All regular drivers may compete in the bus drivers' ROD-E-O as part of an annual inservice program. Drivers competing in ROD-E-O events shall be reimbursed for out-of-pocket expenses, entry fee, meals and mileage for the event.
9. Bus drivers shall dress in an appropriate manner.
10. No overtime shall be worked unless approved in advance by the administration.
11. 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.

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.

13. Cancelled Trips

Drivers shall be paid for two (2) hours in the event that they were not contacted and then reported for a trip that has been cancelled. In addition, the driver of the cancelled trip will not lose his/her place on the rotation for the next unassigned trip as a result of the cancelled trip.

### **ARTICLE 30 - DUES DEDUCTION**

1. Upon written request from any member, the Treasurer of the Board shall deduct from the members pay an amount equal to the prevailing annual Association dues as certified by the Association Treasurer. Such deduction shall be made in equal installments beginning in November and ending in May. Signed payroll deduction authorization executed by the member shall be submitted by November 1 and shall be continuous from year to year, unless withdrawn in writing during a ten (10) day period after the execution date of the agreement. All members of the Association shall continue to be members during the life of the agreement. However, a member may withdraw by submitting in writing a request to the Treasurer of the Board during the last ten (10) days of the agreement. The amount of dues collected will be sent monthly to the State Association, along with a listing of the name of each person from whom dues/fees were deducted and the amount.

2. Agency Shop

Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Association shall pay to the Association a fair share fee as a condition of employment with the Board. Such fair share fee shall not exceed dues paid by members of the Association. The Association shall notify the Board of the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular dues are deducted and forwarded to the Association except that written authorization for deduction of fair share fees is not required.

3. Other

Individual requests and the completed authorization forms must be filed with the Treasurer of the Board before September 15 of each school year. All deductions listed below will be deducted in twenty four (24) increments except as noted:

- A. Tax sheltered annuities
- B. Washington National Insurance
- C. American Family Life Assurance Co.
- D. United Way (26)
- E. United States Savings Bonds, deductions of total amount or multiples of \$9.375 must be taken (alternate \$9.38 and \$9.37)
- F. Coshocton Federal Credit Union (26)
- G. Political Contributions
- H. Kids America

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

4. SERS Pick-Up (With Reduction)

The Board herewith agrees to pick-up (assume and pay) contributions to the School Employees Retirement Systems on behalf of the employees in the bargaining unit on the following terms and conditions.

- A. The amount to be picked-up and paid on behalf of each employee shall be 9.0% of the employee's compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up by the Board.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
- C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
- D. The pick-up shall become effective July 1, 1985 and shall apply to all compensation including supplemental earnings thereafter.

5. Indemnification

The Association shall indemnify the Board and hold them harmless against any and all claims, demands, suits or other forms of liability including legal fees and expenses that may arise out of or by reason of the action taken by the Board for the purposes of complying with any deductions or on any list, notices, or assignments furnished by the Board. The cost of any such defense shall be borne by the Association.

**ARTICLE 31 - WAGE SETTLEMENT**

The Board of Education shall implement the salary schedules attached hereto beginning with each employee's first work day of the 2015-2016 school year. This schedule shall reflect the following increases in wage rates:

1% effective July 1, 2015 (retroactive)

1% effective July 1, 2016

1% effective July 1, 2017

Note: An additional 2% increase will become effective with the implementation of plan design changes that equal a total plan savings of \$150,000 annually (not retroactive).

**ARTICLE 32 - CONFLICT WITH LAW OR REGULATIONS**

If any provision of this document or any application of the provision of this document to any person or persons, or any agreement under its terms, conflicts with any federal or state law, regulation, rule or order, now or thereafter enacted or issued, such provision, application or agreement shall be inoperative but the remaining provisions hereof shall continue in effect. Those provisions and conflicts shall be discussed with the Association.

In addition, this agreement supercedes and cancels all previous agreements, verbal or written, or based on alleged practices between the Board and the Association, and constitutes the entire agreement between the parties.

### **ARTICLE 33-WORKERS COMPENSATION**

All employees of the Board of Education are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of and arising out of their employment. An injury incurred while performing assigned duties shall be reported to the injured employee's supervisor or other designated representative within twenty-four (24) hours or as soon as practical.

Employees may use sick leave while awaiting approval of a workers' compensation claim. An employee who qualified for workers' compensation may use accumulated sick leave in conjunction with medical benefits. Both sick leave and wage reimbursement under workers' compensation may not be used.

An employee may buy back at his/her daily rate of pay sick leave used if the usage is related to a valid workers' compensation claim.

An employee on approved workers' compensation shall have all benefits and/or rights afforded to him/her prior to the injury maintained by the Board for a period of six (6) months or the end of the contract year, whichever is greater, from the date of approval of temporary total disability. During this time, the employee shall continue to pay any portion of the employee premium contribution. An employee shall continue to accrue seniority and steps during their time off due to a workers' compensation claim. Board paid term life insurance will continue to be provided to all employees on workers compensation for a period of two (2) years from the date of approval of temporary total disability.

When an employee is off on a Workers' Compensation Claim, their position shall be posted as a temporary vacancy after one (1) year. The Superintendent may accelerate the timeline for the temporary posting. Upon return of the employee from Workers' Compensation Leave, the employee in the temporary vacancy shall return to their permanent position. If it is determined that the employee on Workers' Compensation Leave will not return, then the temporary vacancy becomes permanent.

## CLASSIFICATIONS' DAYS AND HOURS

	Contract	Holidays	Total	Hours per	Total
	Days		Days	Day	Hours
<b>Maintenance</b>					
Maintenance	247	13	260	8.00	2,080
Head Maintenance	247	13	260	8.00	2,080
District Bus Mechanic/Maint.	247	13	260	8.00	2,080
<b>Building Services</b>					
Full-time Custodian	247	13	260	8.00	2,080
Part-time Custodian (1/2 day)	247	13	260	4.00	1,040
Elem Head Custodian	247	13	260	8.00	2,080
H.S. Head Custodian	247	13	260	8.00	2,080
Technology Technician	247	13	260	8.00	2,080
<b>Administrative Assistant</b>					
10 month	201	9	210	7.00	1,470
12 month	247	13	260	7.00	1,820
<b>Educational Assistant Services</b>					
Full-time Assistant (6 hours or more)	181	9	190	6.50	1,235
Part-time Assistant (Less than 6 hours)	181	9	190	5.50	1,045
Preschool (4 day)	143	9	152	6.00	912
Preschool (5 day)	181	9	190	6.00	1,140
<b>Transportation Services</b>					
Kindergarten Bus	179	9	188	2.00	376
School Bus Driver	179	9	188		
Van Driver	181	9	190	5.75	1,093
<b>Food Services</b>					
Head Cook	179	9	188	8.00	1,504
Cook A	179	9	188	7.00	1,316
Cook A	179	9	188	5.00	940
Cook B/Cashier	179	9	188	4.00	752
Cook B/Baker	179	9	188	4.00	752
H.S. Cashier	179	9	188	3.25	611
Elem Cashier	179	9	188	2.50	470
Elem. Server	179	9	188	2.00	376
Server	179	9	188	3.50	658

2015/2016 BASE		1.00%						
Step	Maint	Head Maint	Dist Maint	Custodian	CES Head Custodian	CHS Head Custodian	Technician	Adm Asst 10 mos
0	\$16.82	\$17.46	\$19.27	\$15.02	\$15.41	\$15.89	\$16.82	\$14.18
1	\$17.02	\$17.64	\$19.45	\$15.20	\$15.58	\$16.11	\$17.02	\$14.37
2	\$17.19	\$17.82	\$19.63	\$15.39	\$15.77	\$16.27	\$17.19	\$14.55
3	\$17.37	\$17.99	\$19.81	\$15.51	\$15.89	\$16.46	\$17.37	\$14.72
4	\$17.55	\$18.17	\$19.99	\$15.75	\$16.13	\$16.65	\$17.55	\$14.93
5	\$17.73	\$18.36	\$20.17	\$15.89	\$16.29	\$16.82	\$17.73	\$15.08
6	\$17.89	\$18.54	\$20.35	\$16.11	\$16.50	\$17.02	\$17.89	\$15.28
7	\$18.09	\$18.71	\$20.54	\$16.27	\$16.65	\$17.19	\$18.09	\$15.46
8	\$18.26	\$18.90	\$20.71	\$16.46	\$16.84	\$17.37	\$18.26	\$15.62
9	\$18.45	\$19.08	\$20.90	\$16.65	\$17.04	\$17.55	\$18.45	\$15.80
10	\$18.64	\$19.27	\$21.07	\$16.82	\$17.21	\$17.73	\$18.64	\$15.99

2015/2016 BASE		1.00%						
Step	Adm Asst 12 mos	Educ Asst > 6 hrs	Educ Asst < 6 hrs	Bus Driver K	Bus Driver	Van Driver	Head Cook	Cook
0	\$15.02	\$14.10	\$13.92	\$17.46	\$17.46	\$15.39	\$14.18	\$13.20
1	\$15.18	\$14.30	\$14.10	\$17.64	\$17.64	\$15.51	\$14.37	\$13.40
2	\$15.35	\$14.46	\$14.30	\$17.82	\$17.82	\$15.75	\$14.55	\$13.55
3	\$15.55	\$14.68	\$14.46	\$17.99	\$17.99	\$15.89	\$14.72	\$13.76
4	\$15.72	\$14.82	\$14.68	\$18.17	\$18.17	\$16.11	\$14.93	\$13.92
5	\$15.91	\$15.02	\$14.82	\$18.36	\$18.36	\$16.27	\$15.08	\$14.10
6	\$16.08	\$15.20	\$15.02	\$18.54	\$18.54	\$16.46	\$15.28	\$14.30
7	\$16.29	\$15.37	\$15.20	\$18.71	\$18.71	\$16.65	\$15.46	\$14.46
8	\$16.44	\$15.54	\$15.37	\$18.90	\$18.90	\$16.84	\$15.62	\$14.68
9	\$16.63	\$15.73	\$15.54	\$19.08	\$19.08	\$17.04	\$15.80	\$14.86
10	\$16.80	\$15.89	\$15.73	\$19.27	\$19.27	\$17.21	\$15.99	\$15.05

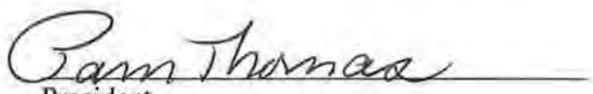
Driver Trip Rate	\$12.00
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IN WITNESS WHEREOF, the parties have executed this agreement on this 10<sup>th</sup> day of September, 2015.

COSHOCTON CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

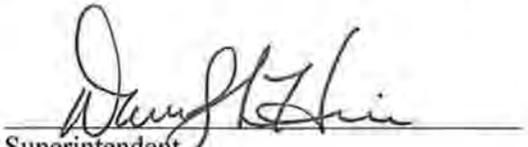
LOCAL #387,  
OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES, AFSCME/AFL-CIO

  
Board President

  
President

  
Treasurer

  
Vice President

  
Superintendent

  
Field Representative

CERTIFICATE  
(RC §§ 5705.412)

RE: **Negotiated Agreement with the Ohio Association of Public School Employees #387**  
**Effective July 1, 2015 – June 30, 2018**

IT IS HEREBY CERTIFIED that the Coshocton City Schools Board of Education has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract, and if the above expenditure is for a wage or salary schedule, this certification shall cover the term of the schedule.

Dated: September 10, 2015

Coshocton City Schools  
Board of Education

By: Felicia Drummond  
Treasurer

By: David St. John  
Superintendent

By: James S. Suter  
Board President

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