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NEGOTIATED AGREEMENT  
BETWEEN THE  
FIELD LOCAL BOARD OF EDUCATION  
AND THE  
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES/AFSCME-AFL-CIO  
OAPSE LOCAL 259  
JULY 1, 2015 THRU JUNE 30, 2017

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**ARTICLE 1 - RECOGNITION**

A. The Field Local School District Board of Education, ("Board") recognizes The Ohio Association of Public School Employees/AFSCME/AFL-CIO and O.A.P.S.E. Local 259 "Association" as the sole and exclusive bargaining Agent for all regular employees in the following bargaining unit:

1. Bus Driver/Van Driver Department
2. Custodial Department
3. Assistant/Monitor/Paraprofessional Department
4. Food Service Department
5. Mechanic/Groundskeeper/Assistant Groundskeeper-Maintenance Department
6. Oral Interpreter Department
7. Secretarial Department
8. Health Department

B. The following classifications shall be excluded from the bargaining unit:

1. All Certified Personnel
2. Secretary to the Superintendent\*\*
3. Secretary to the Assistant Superintendent\*\*
4. Accounts Payable/Receivable Coordinator
5. Payroll Coordinator
6. Special Services Secretary
7. EMIS Coordinator
8. Substitutes

\*\*As long as the Field Local School District Board of Education operates without an Assistant Superintendent, the Superintendent will be allowed two secretaries to the Superintendent to be excluded from the bargaining unit. However, if the Board hires an Assistant Superintendent, the exclusion shall revert back to one secretary for the Superintendent and one Secretary for the Assistant Superintendent.

C. "For the purpose of this article only, a substitute is a non-bargaining member hired to temporarily replace a bargaining unit member that has rights of return to their position."

D. If the Board creates a new position/title, the position shall be included in the Association's bargaining unit, and appropriate wages and hours shall be negotiated. The bargaining unit member shall also have all contractual rights. If there is a question concerning the appropriateness of said new position/classification in the bargaining unit, the Board and the Association shall meet to discuss the inclusion or exclusion of said position /classification. Should the parties each an impasse on the position, this matter shall be submitted to SERB.

## **ARTICLE 2 - BOARD OF EDUCATION RIGHTS**

The Board retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitution of the State of Ohio and the United States including, but not limited to, all of the rights defined in revised code 4117.08. These include:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate, or hire employees.
- C. Maintain and improve the efficiency and effectiveness of operations of the school system.
- D. Determine the overall methods, process, means, or personnel by which School system operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the Board as a unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the Board as a governmental unit.

The exercise of the foregoing rights by the Board shall be limited only by the terms of this agreement.

## **ARTICLE 3 - MEMBERSHIP**

### **A. RIGHTS OF INDIVIDUALS**

Bargaining unit members have the right to join or not to join any organization. However, membership in any organization shall not be required as a condition of employment. Nothing in this document shall prohibit any bargaining unit member from presenting his/her views as an individual relative to non-negotiated items which affect his/her status in the District, to the Superintendent or to the Board in accordance with established procedure. Collective bargaining, however, shall be conducted according to this agreement.

## ARTICLE 4 - NEGOTIATION PROCEDURES

### A. REQUESTS FOR MEETINGS

Written notice to request negotiations shall be served no earlier than one hundred fifty (150) calendar days prior to the expiration date of the existing agreement. A meeting date shall be set within fifteen (15) calendar days of the date of the request. The above time-lines may be altered by mutual agreement. All issues shall be submitted, in writing by the parties at the first meeting. Subsequent counters shall also be in writing. Follow-up meetings shall be set prior to the conclusion of each bargaining session.

### B. REPRESENTATION

Negotiating team representation shall be limited to not more than three (3) representatives each of the Board and the Association plus one consultant / representative. Should a negotiating session fall within the work shift of any team member, such member shall be excused to attend without loss of pay.

### C. RESOLVING DIFFERENCES

If agreement is not reached within seventy-five (75) calendar days or longer as mutually agreed after the first negotiation session, either party may request the aid of mediation. It is understood that mediation will be requested on all issues where agreement has not been reached. Said mediation shall be obtained by request to the Federal Mediation and Conciliation Service. Costs which may be incurred in procuring and utilizing the services of Federal Mediation shall be shared by the Board and the Association equally.

### D. ITEM AGREEMENT

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

### E. AGREEMENT

When the Board and the Association reach agreement, said agreement shall be submitted to the Association for ratification. If such membership ratifies the agreement, then upon written certification by the Association of such ratification to the Superintendent, the Board shall consider the ratification within ten (10) days of such ratification.

## ARTICLE 5 - GRIEVANCE PROCEDURE

### A. DEFINITION

A grievance for purposes of this agreement is defined as a claim by a member(s) of the bargaining unit or association based upon an event, which affects a condition or circumstances of employment, or of an alleged misinterpretation or misapplication of any of the provisions of this agreement. Bargaining unit members may represent themselves at the grievance hearing and, if so, the Association shall have representation present at each step and any settlement of a grievance must be consistent with the terms of this agreement.

### B. PROCEDURE

#### STEP 1

A bargaining unit member having a grievance, or an Association representative in the case of a group grievance, may discuss it with his/her immediate supervisor within twenty-five (25) calendar days after the bargaining unit member has knowledge of the event. The immediate supervisor for the grievance procedure shall be the listed designated person.

1. Mechanic/Drivers - Director of Transportation, Director of Operations, Superintendent
2. Groundskeeper/Maintenance - Director of Operations, Superintendent
3. Food Service - Building Principal, Director of Operations, Superintendent
4. Secretarial - Building Principal, Director of Operations, Superintendent
5. Custodial - Building Principal, Director of Operations, Superintendent
6. Assistants/Monitors - Building Principal, Student services Coordinator, Superintendent
7. Oral Interpreter - Building Principal
8. Health-Special Services Coordinator, Superintendent

The immediate supervisor designation may be changed by giving the Association President fifteen (15) calendar days notice.

#### STEP 2

If the grievance has not been resolved orally at Step 1 of this procedure, within seven (7) calendar days of the response of the immediate supervisor, the bargaining unit member may then submit a written grievance form (see Appendix C). Such written grievance shall then be submitted to the next level of administrative authority determined by employee classification.

### STEP 3

If the grievance has not been resolved at Step 2, within seven (7) calendar days of the response, the grievance form will be moved, by the grievant(s) to the Superintendent or his/her designee. A hearing and written response on the grievance shall then be held within ten (10) calendar days of receipt of the grievance. Such written response shall be sent to the grievant and Association President.

### STEP 4

If the grievance has not been resolved at step 3, within ten (10) working days of the response, the grievance will be moved to non-binding mediation. A mediator shall be requested using the process outlined by the Federal Mediation and Conciliation Services ("FMCS").

### STEP 5

If the grievance has not been resolved at Step 4 and said grievance has not been previously or simultaneously submitted to another agency for resolution, the Association may, by written notice to the Superintendent within ten (10) working days within the date of the mediation refer the grievance to Arbitration by requesting the Federal Mediation and Conciliation-Service ("FMCS") to submit a list of seven (7) possible arbitrators.

A copy of such request shall be forwarded to the Association and Board's respective representatives. Prior to commencing the alternate strike selection process, either party may request a different list. A third list may only be requested by mutual agreement of both parties. The requesting party shall pay for the third list. The selection of an appropriate arbitrator shall be as follows: The representative of the Association and the representative of the Board shall review the list of arbitrators and by alternately striking names, shall reduce the list until one (1) arbitrator remains. The method of determining which party has the first choice of striking shall be made by the toss of a coin.

The arbitrator shall hear all matters pertinent to the grievance and must render his/her decision on the grievance within thirty (30) calendar days following the hearing. The decision of the arbitrator shall be final and binding to the extent permitted by law. Copies of the arbitrator's decision will be forwarded to the Association and Board's respective representatives. The arbitrator shall be confined to only those issues related to the grievance and shall have no power to add to, subtract from, or modify this agreement. The fees and expenses of the arbitrator shall be paid by the losing party.

C. OTHER PROCEDURAL ITEMS

1. A copy of the grievance form will be included in this agreement.
2. In the event an issue does not pertain to the immediate supervisor, the bargaining unit member shall proceed to Step 3 of grievance procedure.
3. No reprisals will be taken by either party against any participant in the grievance procedure.
4. All parties of the grievance must make available to each other, upon request, all information, not privileged under law, in its possession or control, which is relevant to the issue raised in the grievance. Failure to supply information as outlined will result in an automatic decision in favor of the other party.
5. Any bargaining unit member(s) involved in a grievance hearing as a party at any level shall be released from duty with pay if such hearing falls within their work shift.

**ARTICLE 6 - EMPLOYEE RIGHTS**

A. DISCIPLINE PROCEDURE

All discipline procedures shall ensure fair and timely treatment of bargaining unit members. No bargaining unit member shall be disciplined in an arbitrary manner.

1. Bargaining unit members shall only be disciplined for just cause.
2. Suggestions for improvement shall be a part of all oral and written reprimands.
3. A meeting with the Superintendent shall be scheduled within ten (10) calendar days of receipt of the request to review the reprimand. Bargaining unit members may include a written rebuttal to be filed with the written reprimand and or documentation placed in the personnel file.
4. The bargaining unit member shall have the right to determine whether to have Association representation at any of the above disciplinary meetings.
5. Prior to any action more severe than an oral reprimand, a conference between the employee and the Superintendent or designee will be held. The employee shall be entitled to representation by the Association. The board shall notify

the Association President in advance of the date, place, and time of the conference. The written notification shall contain the charges; basis for the charges, and/or witnesses and or attendees at the conference. If there is to be written or oral evidence to substantiate the charges, the employee shall be entitled to prior knowledge/copies of such. No electronic documentation of any meeting may be used without mutual consent of all parties. No materials shall be placed in an employee's file without prior notification to the employee.

B. PERSONNEL RECORDS

1. An employee may examine his or her personnel file in the presence of the Superintendent or his or her designee on non-work time upon reasonable advance notice and provided such examination does not unduly interfere with Board operations. In no event shall an employee be denied such an examination for more than twenty-four (24) hours after the request.
2. Employees must notify the Superintendent or his or her designee in writing of any of any change in name, address, home telephone number, marital status, citizenship, tax exemptions or affiliation with any branch of the armed forces as soon as practicable after such change is made or known to the employees.
3. The employee must be present before any part of his/her personnel records is disclosed to any person except said employer or administrative staff.
4. The address, telephone number, social security number, medical information, and date of birth of an employee shall be confidential information and not disclosed.

C. STUDENT DISCIPLINE

Members of the bargaining unit may use such reasonable measures as are necessary to protect him/her or to prevent injury to another student from attack. Any case of assault upon a member of the bargaining unit shall be promptly reported to the appropriate administrative authority. The Board shall render all reasonable assistance to the member of the bargaining unit in connection with handling of the incident by law enforcement and judicial.

D. STUDENT MEDICATION

1. The bargaining unit member assigned to dispense medications shall be paid a daily stipend of \$2.35 per day that medication is dispensed.

2. Bargaining unit members shall not be required to administer, either routinely or in case of emergency, any medication to any student as part of their normal duties, if they object to doing so.

Bargaining unit members who administer student medication shall be trained. The Board shall pay any cost of the training.

3. The Board will indemnify and hold harmless any bargaining unit member from any claims arising from dispensing prescription medication to a student. Such indemnification to be provided by Board insurance coverage's, the general fund of the Board, a combination of the above, or any other procedures under the Ohio Revised Code.
- E. Bargaining unit members shall not be responsible for the work performance of a student employee.
  - F. A non-unit member will be designated acting supervisor in the event of a chain of command for students who are sent to the office for disciplinary reasons when the principal is not in the building.
  - G. Bargaining unit members shall not be required to perform asbestos removal work.
  - H. Bargaining unit work will be performed by bargaining unit members who normally perform the work. Neither Volunteers, students; management nor outside contractors will be used to reduce; fragment; replace bargaining unit members, positions or-in lieu of creating a new position in the Bargaining Unit.
  - I. NONRENEWALS  
Provisions of the Ohio Revised Code, specifically 3319.081, shall apply to those employees on non-continuous contract status the Board has determined to non-renew.

## **ARTICLE 7 - ASSOCIATION RIGHTS**

### **A. FEES**

1. Employees covered by this agreement shall be required to either become or remain a member of the union, or pay a fair share fee as a condition for retaining employment with the Field Local Schools.
2. Any employee covered by this agreement who chooses not to become a member of the Association shall be obligated to pay to the Association a monthly fair share fee to reimburse the Association for expenses related to

collective bargaining, contract administration, or grievance adjustment. Monthly fair share fee payments shall also be made by any employee who is currently a member of the Association but who discontinues membership in the Association. Bargaining unit members may withdraw membership during the period of August 22, 2010 through August 31, 2010. Should a bargaining unit member withdraw during this period, the Board shall then deduct the fair share fee. Monthly fair share fee payments shall also be made by any employee who is currently a member of the Association but who discontinues membership in the Association during this agreement.

3. The monthly fair share fee referred to above shall not exceed the amount of regular monthly dues charged to the Association members.
4. In accordance with R.C.4117.09(C), the Association shall determine, upon request by a non-Association member, the amount of rebate to which non-Association members will be entitled, said rebate representing that portion of regular membership dues which is spent for support of partisan politics or ideological causes not germane to collective bargaining, contract administration, or grievance adjustment.
5. Fair share fees under this provision will be deducted by the Board from the payroll checks for non-Association members and forwarded to the Association on a basis in the same manner as regular membership dues are deducted and forwarded by the Board for Association members to the Association Treasurer.
6. All new employees and current employees returning to payroll status may request deductions at any time during the dues deductions period. Any deductions missed shall be the obligation of the individual Bargaining Unit Member.
  - a. Payroll deduction authorization for Association dues, and local dues (to be determined by the local) shall be continuous. If dues deduction is not revoked, it shall continue. Revocation requests shall be made available through the OAPSE state office.
  - b. All dues shall be deducted from the bargaining unit member's wages for pays beginning in October and shall continue monthly for fourteen (14) payments to May and shall be sent with the report of deductions to the State Association Treasurer, with a copy of the report to the Local Association Treasurer.

- c. The Association shall forward to the Board Treasurer's Office September 15 of each year, the amount to be deducted for each bargaining unit member for that year. The Board shall no later than October 1, mail to the State Association Treasurer, a payroll report including the names and hours/placement on the salary schedule. A copy of the report shall be sent to the Local Association Treasurer.
  - d. The Board Treasurer or his/her designee, upon receipt of the certification of the amount of each bargaining unit member's fee for the upcoming year, shall deduct the dues of Association members pursuant to the payroll deduction authorization and shall deduct the representation fee from the pay of every non-Association member employed in the bargaining unit provided that the Association members and non-Association members have on file a signed authorization to make said deduction. Failure of the non-Association member to present to the Board Treasurer a signed authorization to deduct the representation fee or pay the representation fee in a manner the Association deems appropriate, shall not relieve the person of his/her liability to the Association for the amount of the representation fee.
  - e. Upon written request the Board shall, no later than October 1, mail to the State Association Treasurer, a payroll report including names and hours/placement on the salary schedule. A copy of the report shall be sent to the Local Association Treasurer.
7. The Association shall pay all legal fees, judgments and court costs incurred by the Board in deducting and forwarding Association dues, initiation fees, assessment and/or fair share fees pursuant this provision. The Association reserves the right to select the attorney to represent the Board with regard to this article subject to approval by the Board. All responsibilities for notification, collection, and enforcement of this article rest solely with the Association.
8. The Board agrees not to honor any check off authorization for dues deductions authorizations executed by a bargaining unit member in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms, and conditions of employment.

B. PAYROLL DEDUCTIONS

1. Bargaining unit members may request salary deductions for membership and deposit or withdrawal in the Portage County School's Credit Union with a thirty (30) calendar day written notice.
2. A "Tax Shelter Annuity" program is available to bargaining unit members. If five (5) or more bargaining unit members desire to have annuities through a company, the Board shall honor and remit such deductions.
3. The Board agrees to deduct from the wages of any bargaining unit member who is a member of the Association a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the bargaining unit member and may be revoked by the bargaining unit member at any time by giving written notice to both the Board and the Association. The Board agrees to remit any deductions made pursuant to this provision promptly to the Association together with an itemized statement showing the name of each bargaining unit member from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
4. All bargaining unit members shall utilize direct deposit.

C. JOB DESCRIPTIONS

Prior to any change in any job description, the Association will be notified and will have the opportunity for input into such change. A meeting date will be established to review a job description.

Newly created positions, for which the duties would fall within the bargaining unit will be established through meetings between the Association and the Board to negotiate salary. The Association will have the opportunity for input into the job description.

D. BULLETIN BOARDS

The Association may provide a bulletin board, the size, type, and style agreed upon by the Board, to be located in the kitchen, boiler rooms, and bus garage for Association business only.

E. SCHOOL MAIL SERVICE

The Association shall be authorized the use of the inter-school mail service and the members' mailboxes for Association business only.

F. SCHOOL FACILITIES AND EQUIPMENT

The Association shall be permitted use of school facilities for meetings and use of equipment to prepare materials with due compensation for supplies used. Arrangements for use of such facilities and equipment must be made with the Building Principal.

G. SCHOOL CALENDAR

The Association shall have input into the school calendar. Any suggestions to the Board shall be received before February 1 of each year. The Board shall present to the Association at least two (2) suggested calendars. The majority vote of the membership will be considered before a school calendar is adopted. Individual job assignment schedules and the school calendar, for the following year, shall be given to the affected Bargaining Unit Members prior to March 1 of each year.

**ARTICLE 8 - WORK WEEK AND OVERTIME**

A. REGULAR WORK WEEK

The Regular Work Week shall be forty (40) hours, Monday through Friday. Time and one-half shall be paid after an employee is in pay status forty (40) hours in any pay week. Should the normally scheduled work week be altered by a non-scheduled work day, no employee shall be denied premium pay (time and one half) for work performed beyond the regular work week.

B. BUS DRIVER EXTRA SERVICE COMPENSATION

Extra service compensation for the bus drivers shall be figured at their regular rate of pay when they are required to work over the base of 2.5 hours, A.M. or P.M., to perform extra runs in case of an emergency or calamity.

1. Bus drivers shall be compensated at their regular hourly rate of pay for the days they are required to drive over 180 days due to other schools being in session when the District schools are not.
2. Regular drivers required to substitute for another driver shall receive his/her own hourly rate of pay.

C. GROUNDSKEEPER / MAINTENANCE

Groundskeeper/Maintenance bargaining unit member will fulfill the responsibilities of maintaining the sewage treatment plant. Daily maintenance averaging one-half (.5) hour of work can be expected. A \$2,400.00 stipend shall be paid for the services of an Ohio EPA Water Treatment Coordinator.

In the event there are no licensed bargaining unit members available to "maintain and treat the sewage plant" the Board may go outside the bargaining unit to have a current employee perform this duty and/or use an outside bargaining unit employee until such time a bargaining unit member(s) become licensed and/or expresses the desire to learn such procedure and secures the proper licensing. If the Board pays for anyone to learn this procedure, the bargaining unit member applying, shall have like reimbursements made.

D. BUILDING INSPECTIONS

Two (2) hours shall be allowed a Head Custodian for inspecting three (3) buildings on Central Campus, to be offered on a seniority rotating basis between those buildings. One hour (1) shall be allowed the Head Custodian within that building for inspecting each of the buildings, at Brimfield and Suffield.

E. HIGHER CLASSIFICATION PAY

When a regular bargaining unit member is assigned to perform the duties of an absent bargaining unit member who has a higher rated classification-salary schedule, such regular bargaining unit member shall be paid for all time worked at the higher rated classification wage on the step equal to his/her current step. The regular bargaining unit member shall receive the higher rated classification wage from the first day of the assignment. Bargaining unit members assigned to a lower rated classification salary schedule shall receive their regular hourly rate of pay in accordance with the negotiated salary schedule.

F. LUNCH

Bargaining Unit Members, required to be in pay status of thirty (30) hours or more, are entitled to a paid thirty (30) minute uninterrupted lunch period during their contracted workday. No current employee shall be reduced in any current lunch benefit due to the change in this article.

G. OVERTIME ROTATION

When the Board determines that overtime is necessary, the Board will offer overtime on a seniority rotation basis to the Bargaining Unit Members assigned to the work unit (building) who normally perform the work involved. The Principal normally responsible for the work unit in the building will be responsible for maintaining the overtime rotation lists. Custodial overtime shall be offered first within the building, then within the classification outside the building provided that the Bargaining Unit Member selected through the rotation process possesses the required skills to do the task as determined by the Principal.

H. DISTRICT SENIORITY LIST

District Seniority List shall be established at the beginning of each school year and posted in each building. The listing will be used for rotation job offers when no one in the building is available for overtime or extra work. The District Seniority List shall be updated to reflect changes in personnel. Building checks on weekends and holidays shall be the responsibility of the head custodian.

I. MEETINGS

Bargaining unit members shall receive their regular hourly rate for all required meetings attended that are held other than during their normal work hours and/or days.

J. KITCHEN USE

One Food Service employee shall be offered the opportunity for extra work time when any school kitchen is in use. The Cafeteria Manager, within the building, will maintain the extra time/rotation lists. If no one from the building within the classification by seniority wants the extra time, it shall be offered to the Bargaining Unit Member in that classification according to Classification seniority from the District Seniority List. If the district seniority list has been exhausted and no one (1) person can work the entire function, then the hours may be divided between two (2) or more bargaining unit members according to the above procedure. The bargaining unit member's regular rate of pay will be paid to all affected bargaining unit members working banquets or supervising kitchens.

K. TOOL ALLOWANCE

Each mechanic shall receive \$450.00 annual tool allowance on or about December 1 of each year for job related expenses. Mechanics will not be required to purchase diagnostic equipment.

L. CALL BACK TO WORK

Anytime a bargaining unit member is called for work before or after regular working hours, the bargaining unit member shall be paid a minimum of two (2) hours at their regular hourly rate.

M. EXTRA WORK

All extra work shall be paid every two (2) weeks in the regular paycheck except when Winter and Spring Breaks occur and time sheets are requested early.

N. CONTRACTED HOURS - HOLIDAYS

Eligible bargaining unit members shall receive holiday pay based upon the number of contracted hours. If an eligible bargaining unit member has been assigned to work extra hours beyond their contracted amount of hours, these extra hours will also accrue holiday pay provided the bargaining unit member has been assigned these extra hours for the past ten (10) working days.

O. CAFETERIA MANAGERS

At the elementary level each Cafeteria Manager shall be paid one (1) hour per month for doing the inventory reports. The Cafeteria Manager on Central Campus shall be paid two (2) hours per month for doing inventory reports. An additional hour will be added to the last week of September for inventory at all main kitchens.

P. EXTENDED YEAR

In the event the school calendar is extended which would create the need for bargaining unit member beyond the normal working year, such work shall be offered to current bargaining unit members before any additional persons are hired. No current bargaining unit member, however, shall be required to work beyond their regular contractual periods of employment.

Q. CALAMITY DAYS

1. Every reasonable effort will be made to notify bargaining unit members of a school closing due to a calamity day no later than 6:00 a.m.
2. Bargaining unit members who are not required to work on calamity days shall be paid their regular rate of pay provided they were already scheduled to work on that day. If the employee had scheduled Personal leave or vacation time on a day calamity has been called, they will not be charged for said leave.
3. Head Custodians and Head Mechanic are required to work on a calamity day only with the direction of the Director of Operations or designee as weather conditions dictates. He or she may be required to work on Saturday or Sunday. Head custodians and mechanic shall be paid time and one-half (1.5) for all hours the bargaining unit member is required to work, in addition to calamity day pay.
4. Any employee required to work on a calamity day shall be paid time and one-half for all hours worked, in addition to calamity day pay.

5. If an employee has arrived at their work site, and a calamity day is called, the employee shall be paid a minimum of one (1) hour show-up time at time and one-half plus their full days calamity day pay.

R. CUSTODIANS

Effective September 1, 2010, all custodians working less than twelve (12) months shall be moved to a twelve-month work schedule. Any custodians working less than twelve months prior to September 1, 2010 who do not wish to work twelve months shall be "grandfathered" into the bargaining unit at their current work schedule. Upon the retirement or resignation of any grandfathered custodian(s), new hires shall be expected to work a twelve month schedule.

Custodians moving to a twelve month schedule from a less than twelve month schedule shall be granted vacation leave at the appropriate amount according to his/her seniority.

**ARTICLE 9 - HOLIDAYS AND VACATIONS**

- A. A bargaining unit member employed ten (10) months or less will be paid and (excused from work) from the following holidays provided they have accrued earnings on their scheduled work day immediately before and after said holiday, or are properly excused from work.

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

Individuals are not permitted to switch holidays that are in the negotiated agreement.

- B. All bargaining unit members who are employed on more than a ten (10) month basis that accrue earnings or are excused as in item (A) above are entitled to the following additional holidays:

- Independence Day
- The Day following Thanksgiving
- The day before or the day after Christmas as scheduled
- The day before or the day after New Year's Day as scheduled

Bargaining unit members are not permitted to switch holidays that are in this agreement.

- C. When a paid holiday listed in item (A, B) above falls on Sunday, then Monday becomes a holiday when school is not in session. When a paid holiday falls on a Saturday, the preceding Friday becomes a holiday when school is not in session. When school is in session, an extra day of vacation will be provided. Any bargaining unit member who works a holiday shall receive time and one-half (1.5) his/her hourly rate for all hours worked in addition to their regular pay for the holiday.

#### VACATIONS

D. VACATION ELIGIBILITY

Only bargaining unit members employed more than eleven (11) months, shall receive vacation with pay. Eligibility for vacation days shall be based on the bargaining unit member's most recent date of hire (anniversary date) as follows:

One year through 7 years - 2 weeks

Starting with 8 years through 13 years - 3 weeks

Starting with 14 years through 20 years - 4 weeks

Starting with 21 years and each year thereafter - 5 weeks

- E. REQUEST FOR VACATION time is to be made at least twenty-one (21) calendar days in advance of time desired. Exceptions to this requirement may be made upon written request to the Superintendent or his designee. Bargaining unit members may take up to three (3) vacation days each school year with the permission requested at least three (3) calendar days in advance of leave. Seniority will prevail in the case of two bargaining unit members asking for vacation at the same time. Should two or more bargaining unit members working in the same building request vacation at the same time, the bargaining unit member with greater seniority will be given greater preference. Vacations will be taken at the time requested by the bargaining unit member subject to the approval of the Superintendent or his/her designee. A maximum of ten (10) days vacation may be accumulated from one year to the next.

A bargaining unit member may use up to ten (10) days of previously accumulated vacation time in any year as long as it is not taken immediately before or after the current year's vacation days. There must be at least two (2) weeks of work time between them. A bargaining unit member that has had a vacation scheduled shall not be required to change it without their approval. Any bargaining unit member unable to take their vacation due to work schedule, upon approval of Superintendent or designee, may be permitted to exceed the ten (10) days limit on vacation when school is in session as in F.

1. Vacations may be taken at any time, subject to the approval of the Superintendent or designee. During vacations, bargaining unit members shall be paid according to Article VIII Work Week and overtime. Higher Classification Section E pay when replacing an absent employee. No more than one member, in a building, shall be on vacation at the same time during the school year.

F. VACATION/PAYMENT IN LIEU

1. Bargaining unit members entitled to three (3) weeks vacation annually (excluding carry over) may receive in lieu of vacation one (1) week at their regular hourly rate of pay.
2. Bargaining unit members entitled to four (4) or five (5) weeks of vacation annually (excluding carry over) may receive payment in lieu of vacation for one (1) or two (2) weeks at their hourly rate of pay.
3. Any bargaining unit member who becomes hospitalized or has a death in the immediate family, while on vacation, will have the opportunity to convert vacation time to sick leave and be eligible to take vacation at a later date, provided, however, that notification and verification be recorded with the Superintendent or his/her designee immediately upon the bargaining unit member's return to work.

Immediate family for the purpose of this Article shall be defined as a member of the family of the bargaining unit member including his or her spouse, children, parents, grandchildren, grandparents, or corresponding in-laws, and brother or sisters, corresponding step-children, grandchildren, and in-laws of the bargaining unit member.

**ARTICLE 10 - SENIORITY, VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. A vacancy shall be defined as a bargaining unit position that has been vacated due to a transfer, promotion, retirement, death, termination for cause, resignation, reduction in force, change in normal work schedule, or an open position resulting from the creation of a new bargaining unit position. All job openings shall be posted within seven (7) calendar days of the Vacancy or newly created position. All job openings shall be posted for a period of seven (7) calendar days. After April 1, job openings shall be filled by a substitute until June 30 only if a bargaining unit member is not hired. This timeline shall not apply if an internal applicant fills the vacancy.

Bargaining unit members who work less than thirty (30) hours per week will not be eligible for the vacancy if their combined contractual hours exceed twenty-nine (29) hours per week.

Bargaining unit members who work more than thirty (30) hours per week will not be eligible for the vacancy if their combined contractual hours exceed forty (40) hours per week.

The postings shall contain the vacancy title, work location, work schedule (hours and days) and a copy of the job description. The Local Union President will receive a copy of all vacancies. Postings occurring between July 1 and the first day of school shall be posted for ten (10) calendar days as above. During the summer months all job postings will be posted on the website, a phone message will go to each employee, and employees will be able to call the office for posting information. If the Union President is not working during that time, a copy shall be sent in the mail to him/her. Should the Board determine that a particular position is not needed; the Board shall follow the provisions of Article XI Reduction in Force (RIF).

- B. All job openings shall be awarded within fifteen (15) days if the successful bidder is a bargaining unit employee after the closing of bids. The position shall be filled within fifteen (15) calendar days if the successful bidder is outside the bargaining unit. If a current employee bids on a position in the same classification, classification seniority will be used to fill the position (lateral move).
- C. If no one within the classification bids on the position, prime consideration for all job openings shall be given to the senior member of the bargaining unit applying for the position within the department using system seniority. If there are no applicants within the department and/or there are no qualified bidders in the bargaining unit, the Board may go outside the bargaining unit to fill the position. Prime consideration shall be given to the senior member of the rest of the bargaining unit in applying for the position using system seniority.
- D. System Seniority shall be the determining factor in changing Classifications or department providing the following criteria are met:
  - 1. Possession of proper license where applicable.
  - 2. Successful work experiences and/or training related to the new classification and/or potential to perform the new task.
- E. A member of the bargaining unit awarded a job through the above procedure shall serve a probationary period of up to thirty (30) work days provided the new job represents a change in classification for the employee. During the thirty (30) work day period, the employee may return to his/her former position upon request or be returned to his/her former position by the Superintendent or his designee. A substitute will be employed

in the member of the bargaining unit's former position during this time. If the employee is unable to satisfactorily complete his probationary period, said employee will resume his former position prior to being awarded such job opening or the employee may decide to return to their prior position before the probationary period expires. Any employee wishing to take a non union position in the administrative or treasurer's office will have the opportunity to take the job and will receive a 60 day probationary period. Seniority will be frozen during the probation period only.

- F. All job openings shall be reviewed with the Union President at his/her request.
- G. For bidding purposes from without the classification or department, system seniority shall be defined as the employees' continuous length of service as a bargaining unit member, from the last date of hire. However, for bidding purposes within a classification or department, seniority within the classification will be the determining factor.
- H. Seniority Accrument
  - 1. Any employee hired after 9-1-07 shall accrue classification seniority from the most recent date working as a bargaining unit employee, in that bargaining unit classification, beginning with the first day worked. Employees hired prior to 9-1-07 shall accrue seniority from the initial date of hire, in the classification, as had been established.
  - 2. Any employee hired after 9-1-07 shall accrue System seniority from the most recent date of hire as a bargaining unit employee, starting with the first day worked, as a contracted employee, and shall end upon an employee's termination, death or resignation date. Employees hired prior to 9-1-07 shall accrue system seniority from the initial date of hire as had been established.
  - 3. Any employee hired after 9-1-07 shall accrue department seniority from the first day worked in that department, from the most recent date of hire as a bargaining unit employee. Department seniority shall be a total of seniority accrued in that particular department. Employees hired prior to 9-1-07 shall accrue department seniority from the initial date of hire into that department as had been established, and by totaling all departmental seniority worked, within that department as a contracted employee, without a break in system seniority.
- I. For employees hired prior to 9-1-07, if the date of two or more employees is the same, then the date employed by the Board

shall prevail in determining seniority. If the Board employment dates are the same, then the date of the application shall prevail. If the application dates are the same, a coin will be flipped to determine seniority. A representative of the Union will be offered the opportunity to be present at this meeting.

- J. When employing people for substitute assignments, first consideration shall be given to unit members provided such additional work does not interfere with their regular assignments and does not exceed forty (40) hours per week, and they are qualified to perform the substitute duty. It is understood that the Board may, however, whenever deemed necessary, employ unit members for the substitute assignments, even if it interferes with their regular assignment and exceeds forty (40) hours per week. Members who work less than thirty (30) hours per week may not exceed twenty-nine (29) hours per week.
- K. All summer work will first be offered to bargaining unit members not under contract during the summer months that have requested said work by virtue of seniority within the department where the work is available. The summer hourly rate of pay shall be eight dollars and twenty - eight cents, \$8.28) and increased according to the salary schedule (see Appendix B - Salary Schedules) unless the bargaining unit member is replacing another absent bargaining unit member normally under contract during the summer month, where the pay will be the bargaining unit member's regular hourly rate of pay. Members who work less than thirty (30) hours per week may not exceed twenty-nine (29) hours per week.

#### **ARTICLE 11 - REDUCTION IN FORCE (RIF)**

- A. If it becomes necessary to reduce the number of bargaining unit members; hours or days of a bargaining unit classification, due to abolishment of positions, lack of funds, or lack of work, the following procedure shall be used for the reduction. The number of people affected by reductions in the force will be kept to a minimum of the bargaining unit who resign, retire, or otherwise vacate a position.

- 1. Whenever it becomes necessary to initiate a reduction, the following procedure shall apply:  
The following departments and classifications shall apply.

Letters shall define Departments and numbers shall define classifications within those departments.

- a. Bus Driver Department
  - 1. Bus Driver
  - 2. Van Driver

- b. Custodial Department
    - 1. Head Custodian
    - 2. Assistant Custodian
  - c. Assistant/Monitor / Paraprofessional Department
    - 1. Paraprofessional
    - 2. Playground Monitor
    - 3. Suspension Monitor
    - 4. Hall Monitor
    - 5. Study Hall Monitor
    - 6. Bus Assistant
  - d. Food Service Department
    - 1. Cafeteria Coordinator
    - 2. Cafeteria Manager
    - 3. Cook/Cashier
  - e. Mechanic / Groundskeeper-Maintenance Department
    - 1. Head Mechanic
    - 2. Mechanic
    - 3. Groundskeeper/Maintenance
    - 4. Assistant Groundskeeper
  - f. Special Services Department
    - 1. Oral Interpreter
  - g. Secretarial Department
    - 1. Secretary
  - h. Health Department
    - 1. Health Aide
2. The Board shall determine in which department and classification the reduction should occur. Seniority shall prevail as defined in Article 10 (G).
- a. An affected bargaining unit employee must bump the least senior employee within the classification, using classification seniority.
  - b. If there are no less senior employees within the classification, the affected employee must bump the least senior employee within the Department using Department seniority. The employee may bump down within the list in Article 11 A 1 (a-g), but may not bump up to a higher classification.
  - c. If there are no less senior employees to bump utilizing 2 (a) and/or (b), and/or bumping would result in a loss of wages/hours/days, the affected employee may bump back to a former classification he/she held before being employed in the position from which he was reduced, if System seniority permits. If the employee had not held a former

position in the District, or the employee's seniority does not permit the employee to bump a less senior employee without loss of wages/hours/days the employee may either bump or take a voluntary lay off.

The affected employee shall be placed on the corresponding step.

3. Prior to implementing a reduction in force, the Superintendent shall seek input from the Union via the labor-management committee for purpose of discussing possible alternatives. The district shall share finances with the union at all finance committee meetings. Twenty (20) calendar work days prior to the date of recommendation for action to the Board, the Superintendent shall meet with the Union to discuss the reason for the reduction. No less than twenty (20) work days prior to the Superintendent's recommendation, the Superintendent shall post in a conspicuous place, a list containing the names, all applicable seniority dates, affected positions, and effective dates of the reductions contained in said recommendations. Each member of the bargaining unit affected shall be given no less than twenty (20) work days advance written notice of the reduction, once approved by the Board. Each notice of reduction shall contain the reason for the reduction and the recommended effective date of the reduction. The President of the Union shall also receive a copy of the notices.
4. For the Board shall prepare a reinstatement list containing the names of all affected members of the bargaining unit by seniority. Employees affected by the reduction are to be called back in reverse order as they appear on the reinstatement list. Reinstatement shall be made from this list before any new employees are hired in that classification. However, if a vacancy or newly created position occurs, the position shall be posted as per Article 10 and bid only within the classification before recalling from the reinstatement list.
5. The member of the bargaining unit's name shall remain on the appropriate list for a period of twenty-four (24) months from the effective date of the reduction. If reinstated during this period, said member of the bargaining unit shall retain the classification department and system seniority he/she held prior to reduction. All notices of reinstatement shall be made to affected member of the bargaining unit by certified mail to the last known address. The employee must accept the offer within ten (10) calendar days of delivery of the certified letter. The President of the Union shall also receive a copy of the Notice.

Should the employee be recalled to a lesser position; or that will result in a loss of wages from the position, from which they were reduced, the employee may refuse the position and shall not lose their recall rights. If no response is received within ten (10) days as stated above, the employee shall be deemed to have declined the position and shall be removed from the reinstatement list. During the time of, the reduction the employee shall still retain the right for the bid procedure and rightful written notification should a new opening or a position becomes vacated in another classification or department.

6. If a member of the bargaining unit accepts employment with the Board for an equivalent number of hours, without a loss of wages, from which they were laid off or reduced, the individual shall be removed from the reinstatement list.
7. Any employee who is affected by the reduction, and accepts work in a different classification, shall be placed on the corresponding step in the new classification.
8. For the classification in which the reduction occurs, the Board shall prepare a reinstatement list containing the names of all members of the bargaining unit reduced in reverse order of reduction. Reinstatement shall be made from this list before any new employees are hired in that classification.
9. All employees on lay off, may request, in writing to the Superintendent, to be placed on the substitute list and will then have the first opportunity for all work assignments in their department. Three (3) consecutive rejections, within a three (3) month period, will remove the employee from the rights of first opportunity.
10. Any affected employee who is temporarily or permanently assigned to work in their department shall be restored to their appropriate pay step that will not result in a loss of hourly wages from the reduced position, if possible.
11. Copies of all reduction notices shall be provided to the Local Union President for information purposes.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### **A. UNPAID LEAVE**

A leave of absence of up to two (2) continuous years may be granted for professional or other reasons to a bargaining unit member who has been employed for three (3) continuous years. A

leave will not be granted for the purpose of taking another job unless approved by the Superintendent.

If a leave is to be used for this purpose, the reason must be put in writing. Bargaining unit members shall be granted a leave of up to two (2) continuous years when the reason is for personal illness, or other disability. Proper medical verification must be provided by a licensed Medical Doctor or Doctor of Osteopathy prior to the start of such leave. Leave for illness or injury in the immediate family shall be granted pursuant to provisions of the Family Medical Leave Act. A leave for medical reasons may be terminated at the time upon the bargaining unit member's written request, which shall include a medical release from a licensed Medical Doctor or Doctor of Osteopathy.

A leave, other than a medical leave, may be shortened provided a written notice is received and approved by the Superintendent or his/her designee sixty (60) calendar days prior to the bargaining unit member's expected date of return to work. If no notice is given, the bargaining unit member shall remain on leave for the remainder of the time period. The bargaining unit member shall provide sixty (60) calendar days notice to the Superintendent or his/her designee intention to return at the completion of their leave. Failure to provide such notice will result in loss of the position.

Employees on authorized leaves of absence shall be considered as maintaining continuity of service and employment rights in effect at the beginning of the leave provided such leaves of absence do not total more than two (2) years. However, time spent on unpaid leaves may not be included in meeting service requirements for earned annual increments, or retirement, except that time spent on an unpaid leave of absence for military services shall be credited to the service required for annual increment.

Upon return from a leave, the bargaining unit member shall be assigned to their previously held position. Should the position no longer exist, the bargaining unit member may exercise rights under the RIF procedure. An assignment expected to be vacant for a period of at least one (1) year due to an unpaid leave of absence granted to a bargaining unit member, shall be posted and offered to an eligible current bargaining unit member as a temporary position. If the assignment is filled by a current bargaining unit member, the position vacated by that employee shall be filled by a substitute regular bargaining unit member for the period of the absence as a temporary position that will be nullified upon the return of the current bargaining unit member. The position vacated by the current bargaining unit member shall be filled by a substitute bargaining unit member for the period of the leave of absence. Bargaining unit members on a medical leave of absence or a family medical leave of absence and participate in

the Board insurance program shall have their premiums paid for by the Board for twelve (12) week period. Following the twelve (12) week period, the bargaining unit member shall have the option to pay for Board paid insurance by forwarding the premium to the Board Treasurer.

B. SICK LEAVE

1. Each bargaining unit member shall be entitled, for each month of service, to sick leave accrual of one and one fourth (1 1/4) days. Bargaining unit members may use sick leave upon approval of the responsible administrator, for absence due to personal illness, pregnancy, incapacitation due to pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illnesses, injury, or death in the teacher's immediate family. Sick leave may also be used to care for newly adopted children under two (2) years of age to a maximum of twenty (20) days. Sick leave shall be earned and accumulated at the rate of one and one-quarter (1 ¼) days per month.

The "immediate family" is defined as a member of the family of the employee including his/her spouse, domestic partner (as defined below), children, parents, siblings, and relative living in the household.

2. In the event of a death in the family of the bargaining unit member, sick leave may be used. "Immediate family" for this purpose shall be defined as their spouse, domestic partner (as defined below), child, parent, sibling, grandparent, grandchild, corresponding in-laws, aunt, uncle, niece, or nephew. Sick leave may also be used for step-child, step-parent, step-sibling, step-grandparent and step-grandchildren and corresponding in-laws.
3. "Domestic partner" as used herein is defined to mean a couple, including a same-sex couple, with any of the following:
  - a. The member and domestic partner have a municipal domestic partnership registration;
  - b. The member and domestic partner have a state domestic partnership registration;
  - c. The member and domestic partner have a state civil union license;
  - d. The member and domestic partner have a state marriage license;
  - e. The member and domestic partner have a marriage license issued in a country other than the United States;
  - f. The member and domestic partner must have a committed relationship of mutual caring which has

existed with cohabitation for at least twelve (12) months and who can demonstrate financial interdependence; neither the member nor the domestic partner are in a domestic partnership, civil union, or marriage with someone else; the member and the domestic partner are not related by blood any closer than would normally prohibit legal marriage; and the member and the domestic partner are not otherwise able to marry under the laws of Ohio. Financial interdependence may be demonstrated in multiple ways including but not limited to three (3) or more of the following:

- (1) Joint ownership of real estate property or joint tenancy on a residential lease;
  - (2) Joint ownership of an automobile;
  - (3) Joint bank or credit account;
  - (4) Joint liabilities (e.g., credit cards or loans);
  - (5) A Will designating the domestic partner as primary beneficiary;
  - (6) A validated retirement plan or life insurance policy beneficiary designation form designating the domestic partner as primary beneficiary; or,
  - (7) A durable power of attorney signed to the effect that the domestic partners have granted powers to one another.
4. The Board may require a member of the bargaining unit to furnish a satisfactory affidavit to the effect that the absence was caused by a death. After five (5) consecutive work days an employee may be required to furnish a Doctor's excuse for absences due to personal illness or family illness as defined in Section B (1) A member of the bargaining unit may be required to provide certification by the employee's physician to return to duty if the employee has been absent for more than ten (10) consecutive scheduled work days. If the Superintendent determines that a unit member has excessive absences or a pattern of absences suggesting abuse of sick leave, the Superintendent will meet with the unit member to discuss the concern and may request a physician's statement regarding the unit member's absence(s).
5. Absence for reasons other than those stipulated in the previous three paragraphs shall result in a deduction(s) calculated on the bargaining unit member's work year. This year shall include the proposed number of days the school shall actually be open for instruction plus additional days as contracts are issued. Example: Nine (9) month employees total salary divided by 186. Twelve (12) month employees total salary divided by 260.

6. Each newly hired classified employee and each classified employee who has exhausted his accumulated sick leave shall be entitled to an advancement of not less than five (5) days of sick leave each year, to be charged against the sick leave he/she subsequently accumulates. This section shall be uniformly administered.
7. Sick leave may be taken in whole or half day increments.
8. The accumulation of sick leave shall be unlimited.
9. All bargaining unit members who work 2080 hours per year shall receive a bonus for achieving perfect attendance for various time periods. Assault Leave, approved Association Leave, Jury Duty, Vacation, Death in the immediate family as defined in the sick leave policy, and professional days are not included in the count.

Bargaining unit members working less than 2080 hours per year shall receive a pro-rated amount for each classification contract. The total monetary compensation shall not exceed \$400.00 in any one work year. Bonus payments will be made on March 15<sup>th</sup> and August 15<sup>th</sup> of each contracted year. The compensation and recognition opportunities are as listed.

Perfect Attendance for the entire Work Year:

- Employee will be given a stipend of \$400.00
- Employee will be granted one day off with pay during the next school year.
- Employees will be publicly recognized for their perfect attendance by having his/her picture submitted for publication in the local newspaper.

Perfect Attendance for the first or second half of the work year:

- Employee who misses no days during the first half of their work year will be given a stipend of \$200.00
- Employee who misses no days during the second half of their work year will be given a stipend of \$200.00

The transfer of sick leave per Section C below shall not be considered sick leave used by the bargaining unit member as it applies to the Attendance Incentive.

C. DONATED SICK LEAVE REQUEST AND TRANSFER

1. When a bargaining unit member has a catastrophic event, defined as a severe illness or medical emergency requiring prolonged hospitalization and/or long term recovery and has exhausted all but five (5) days of his/her accumulated sick leave, and additional days are needed, the bargaining unit member may request a notice

be sent out by the Union, to the bargaining unit employees, for a donation of sick days.

2. The bargaining unit member seeking additional sick days shall supply a physician's statement that specifically states that the bargaining unit member has a catastrophic event. The bargaining unit member agrees to provide the Board with written authorization meeting HIPAA requirements to allow the Board to access medical information that will assist in processing the request for additional days.
3. Each donating bargaining unit member may donate the closest number of hours equaling the sum total of monies earned by the absent employee of up to (5) five days of the absent employees wages. The donating bargaining unit member must have no less than thirty (30) sick leave days accumulated, in order to be eligible to donate sick leave days.
4. No bargaining unit member may receive more than the total of thirty (30) donated sick days in any school year (Aug 1 - July 31). No bargaining unit member may receive more than a total of sixty (60) donated sick days during their term of employment with the Board.
5. To receive donated sick leave days, the bargaining unit member or the local union president (if the member is not physically capable), must complete the Sick Leave Request Form (Appendix E).
6. When the Sick Leave Transfer Form (Appendix F) has been submitted to the Treasurer's Office, up to five (5) donated days will be deducted from the balance of sick leave from the employee making the donation, as it is credited to the receiving bargaining unit employee. The donation of days will be deducted from the bargaining unit member(s), submitting a sick leave transfer. Sick day donations will be used, beginning with the bargaining unit member with the most accumulated sick days to the least accumulated sick days. This same procedure shall take place each time a request for donated sick leave is received. The credited donated days shall not exceed the number of days the bargaining unit member recipient uses.
7. No sick leave days will be transferred to any employee until the Sick Leave/Transfer Form is completed and returned to the Treasurer's Office.
8. The bargaining unit member must use the donated sick leave days prior to advance of any sick leave days by the Board.

- a. Copies of both the request and the donating transfers shall be sent to the Local Union Officers.

D. PERSONAL LEAVE

1. All members of the bargaining unit shall be granted three (3) Personal Leave days per year without salary deduction or other penalty. All three (3) of these days shall be unrestricted. Permission must be requested at least three (3) calendar days in advance of the special leave, unless it is of an emergency nature. In an emergency, precluding advanced leave, the member of the bargaining unit may utilize the same procedure as appropriate for sick leave notification and file the request immediately upon return to work.
2. Personal days may be used to extend school holidays, provided that no more than two (2) bargaining unit members within a department may be approved for personal leave on a single day. Approval shall be on a first come, first serve basis with the qualifying application time being the first student day of school at 8:00 a.m. No less than one-half (1/2) day may be used for personal leave.
3. Unused personal leave days shall be converted to sick leave days at the end of each school year, as of June 30.

E. JURY DUTY

Regularly employed members of the bargaining unit shall be granted time off for jury duty and shall be compensated his/her regular pay.

F. ASSAULT LEAVE

A member who is required to be absent due to disability resulting from an assault, which occurs in the course of and/or as a result of Board employment or attendance at school sponsored functions, will be eligible to receive Assault Leave. From the date of the assault, the leave will be granted.

The leave will not exceed thirty (30) working days. At no time during the leave will a member's pay or pay schedule be negatively affected. Fringe benefits for the employee and family will remain in effect during the leave. The member is required to submit to the Treasurer a statement of the incident. Such statement shall indicate the nature of the injury, the date of the occurrence, the identity, if known, of the individual(s) causing the assault, and the facts surrounding the assault. If the Assault Leave is more than two (2) consecutive working days, the member shall provide a certificate from a licensed physician stating the nature of the disability and its expected duration.

The member who has been assaulted will complete an application for Workers' Compensation Act Medical Benefits. If the member's employment by the Board ceases, this provision shall no longer apply. Extensions of the above provisions may be granted by the Superintendent. Falsification of either the signed statement or a physician's certificate by the employee may be grounds for suspension or termination of employment.

G. WORKER'S COMPENSATION ACT MEDICAL BENEFITS

A member may apply for wage reimbursement under the Worker's Compensation Act or have the option to use his/her sick leave. During the time an injured employee is on loss time, benefits through Worker's Compensation, the employee shall have full paid benefits and shall continue seniority status as provided prior to the injury. The employee shall not suffer any wages, benefits, or status losses due to a work related injury. This shall continue for a period of one (1) year or until such time the employee returns to work or becomes permanently disabled or retires, whichever is the earlier.

H. PARENTAL LEAVE OF ABSENCE

Bargaining unit members requesting leave following birth or adoption of a child may use up to 12 weeks of FMLA leave, with any available paid sick leave running concurrently. After FMLA leave is exhausted, the bargaining unit member may request and shall be granted further unpaid leave, until total leave time (including 12 weeks of FMLA) reaches one (1) year. The bargaining unit member will be guaranteed return to his/her original assignment when leave originates and terminates within the same school year. The bargaining unit member shall have the opportunity to terminate parental leave early by informing the Superintendent two (2) weeks prior to the new return date.

I. MILITARY LEAVE

Bargaining unit members shall be granted military leave, upon request, in accordance with the requirements of state and federal law.

J. FAMILY MEDICAL LEAVE

1. Bargaining unit employees who have worked for the district for at least eight hundred and sixty hours (860).
2. Notwithstanding anything to the contrary in the provisions of this Agreement, the Board and bargaining unit members shall each retain their respective rights and obligations under the Family and Medical Leave Act. When the law requires employers to select among several options, e.g., with respect to the 12-month period used to calculate leave, the option set forth in Board policy

shall apply. In accordance with Board policy, the 12-month period for family and medical leave shall be calculated on a rolling year basis, and paid leave shall run concurrently.

K. DOCK DAYS

1. If a bargaining unit member has an attendance rate of 95% or greater, he/she may take up to a maximum of three (3) dock days during a school year. The bargaining unit member must provide prior notification and reason to administration prior to using the dock day(s). A dock day cannot be used before or after a school calendar holiday, vacation, or break. Bargaining unit members shall not be paid for dock days.

**ARTICLE 13 - PROFESSIONAL ACTIVITIES**

- A. All bargaining unit members shall be permitted to attend the annual District Association meeting without loss of pay when school is not in session on such date. Bargaining unit members not attending such meeting and scheduled to work must report to work for the day.
- B. Bargaining unit members who are authorized delegates shall be permitted to attend the annual Association conference without loss of pay.
- C. Bargaining unit members who are authorized participants in the District and State Bus Road-E-O shall be compensated for their expenses according to Administrative guidelines.
- D. Officers and/or members of the Local Association granted permission to attend meetings of state organizations related to their field or employment will be reimbursed for travel, food, and lodging in such activities according to Administrative guidelines.
- E. Permission to attend such meetings on a regular work day is as follows:
  1. The Superintendent or his/her designee shall be notified in advance of those days requested as provided in Section A and B above.
    - a. The Superintendent or his/her designee must approve in advance all days requested as provided in Section C and D above.

## ARTICLE 14 - WORKING CONDITIONS

### A. CAFETERIA PERSONNEL

1. A list of substitutes shall be provided to all Cafeteria Managers.
2. All Cafeteria Managers shall be notified as soon as possible on days school is cancelled. Cafeteria Managers are responsible for notifying their staff as soon as possible.
3. A telephone shall be provided in each school cafeteria in the District.
4. Building Principals will notify Cafeteria Managers regarding use of the kitchen as soon as feasible after scheduling.
5. If a kitchen is requested, the same cafeteria bargaining unit member must be present the entire time it is in use. (See Article VIII, Section K, Kitchen Use.) If a kitchen is used without a cafeteria bargaining unit member on duty, the bargaining unit member(s) who need to do the clean up and put the kitchen in proper order shall be paid additionally for all clean up time at his/her rate of pay for minimum of one-half (1/2) hour per person billed to the organization.

### B. CUSTODIAN PERSONNEL

#### 1. BOILER LICENSE

The Board will provide a reimbursement for the cost of a boiler license renewal to any custodian holding such license. Reimbursement will be made upon proper verification to be provided by the custodian. At the option of the Board, payment may be made by the Board directly to the licensing agency along with the proper renewal application forms.

#### 2. WORK CLOTHING

- a. Custodian Maintenance bargaining unit members shall be provided with reimbursement for work clothing expense.
- b. The Board will provide three shirts yearly to each custodian. The Board will reimburse bargaining unit members not to exceed One Hundred Five Dollars (\$105.00) per year for work clothing. Reimbursement will be made following the presentation of a paid receipt to the Board. A purchase order will then be

written and the bargaining unit member will be reimbursed.

- c. Mechanics - the Board shall provide a uniform service at no cost to the mechanics.

All employees that have uniforms paid for by the District are required to wear them during the school year and during all district events.

- 3. The Board shall provide basic hand tools for custodial bargaining unit members to perform their duty. Tools are to remain the property of the Board. Tools shall be subject to an annual inventory and Board shall be reimbursed for the replacement cost of any lost tools. Tools that are broken while the bargaining unit member is at work shall be replaced or repaired by the Board. Tools that are stolen shall be reported to the Board Office within 48 hours of the theft, and may be replaced with the approval of the Superintendent or his/her designee.
- 4. When a Head Custodian is off, replacement shall be according to the following:  
  
The time shall first be offered to the 8 hour custodian and then the 5.5 hour custodian in the building.
- 5. When an 8 hour custodian is off, replacement shall be according to the following: The time shall first be offered to the 5.5 hour in that building.

C. EDUCATIONAL ASSISTANT CERTIFICATE

Unit members serving as assistants/monitors in positions requiring an education assistant certificate may submit to the Central Administration Office the necessary certification application form(s) and the appropriate fees shall be paid by the Board. The Superintendent or his/her designee will forward said materials to the appropriate educational agency for processing. The responsibility for securing proper certification, if all materials are not received by the above dates, shall rest with the bargaining unit member. The above provisions shall be effective subject to the acceptance of such practice by the Ohio Department of Education. No bargaining unit member shall be expected to perform any duties or procedures without proper training in conjunction with the Laws of the State of Ohio. Any and all training necessary for "special needs" children and/or specific duties shall be provided by the Board and paid at their regular hourly rate if other than during regular work hours and/or days.

## ARTICLE 15 - TRANSPORTATION

### A. DEFINITION OF A RUN

The rate of pay shall be determined in the following manner:

1. Runs of one and one-fourth hours (1-1/4) shall be reimbursed at the driver's base pay at the one run rate.
2. Runs of over one and one-fourth hours (1-1/4) run shall be reimbursed at the driver's base pay at the two run rate.

### B. DRIVER RESPONSIBILITIES

Bargaining unit members who are employed as bus drivers shall fulfill the following responsibilities as conditions of employment:

1. To occupy the bus while loading and unloading.
2. To clean the bus inside and outside as often as necessary and as conditions permit. Buses shall be spray cleaned outside by mechanics when oil and grease maintenance is performed.
3. To make daily inspection of oil, water, lights, tires, brake actions, emergency equipment, and complete the pre-trip inspection form as required.
4. Report any necessary maintenance problems to the head mechanic on the Maintenance Request Form.
5. To present themselves to the designated physician for physical examination at the scheduled appointment. The Board shall pay for the physical examinations by the Board designated physician, or a maximum of Forty Dollars and Zero Cents (\$40.00) *for other physicians approved by the Portage County Educational Service Center Governing Board*. If the scheduled appointment with the designated physicians not kept by the bus driver, the driver shall be financially responsible for succeeding appointments. This shall only apply if the Board is charged for the missing appointment in addition to the kept appointment. Upon proof of two charges, the bus driver shall pay for one.
6. Reports required by the Superintendent or his designee are due on the first work day of each month or any other day designated by the administrator. All report forms shall be distributed to drivers at the beginning of the school year including end of month reports, gas cards, discipline cards, maintenance report forms, and pre-trip inspection forms.

7. End-of-Year responsibilities shall include:
  - a. Regular cleaning of bus as performed during year.
  - b. All reports must be completed and turned into the office.
  - c. Report of needed maintenance and repairs shall be recorded and given to the head mechanic.
  - d. Keys must be turned in to the head mechanic.

C. EXTRA-CURRICULAR/FIELD TRIPS

1. Assignment/Rotation - The Board will offer extra-curricular/field trips to those bargaining unit members assigned to the work unit who normally perform the work and who have placed his/her name on the seniority rotation roster for extra-curricular/field trips.
  - a. When school is in session, trips will be assigned at the Bus Garage Bus Drivers room on the first working day of the week at a meeting with the drivers. Drivers that appear or send the approved form to the weekly field trip meeting shall be offered the field trips for the week. Drivers who accept a field trip shall be responsible for completing the assignment except in case of emergency as approved by the Transportation Director or designee. A driver who cancels a field trip assignment will forfeit his/her right to select trips on the next weeks rotation.
  - b. The remaining trips that are not assigned at the weekly field trip meeting shall then be offered to the remaining drivers on the field trip list who did not appear at or send a note to the weekly field trip meeting.
  - c. Any remaining trips not assigned through sections a or b above shall be offered to the drivers by seniority who are not on the extra-curricular/field trip roster.
  - d. If after using sections a, b, c above, any remaining trip(s) maybe granted to substitute drivers.
  - e. Field trips that are turned in after the weekly field trip meeting shall be assigned beginning with the next eligible driver on the field trip list. Trips may be offered by bus radio, telephone, or in person. If a trip assignment is turned back in after acceptance, the driver will forfeit the next week on the rotation list. Exceptions must be approved by the Transportation supervisor or designee. If a driver is asked to take a field/extra-curricular

trip seventy-two (72) hours or less before the trip begins, the driver may turn down the trip without rotating to the bottom of the list.

- f. When school is not in session, trips will be assigned by telephone.
  - g. Emergency trips shall be defined as trips of less than 24 hour notice of the time the trip is to depart. Drivers who take or refuse emergency trips shall not be charged for the trip. Drivers shall be paid an extra 2 hours at Field Trip Rate for accepting emergency trips.
  - h. Bus drivers shall be provided with admission passes to all away games, contests, or tournaments when complimentary tickets are available to the Board.
- 2. Drivers may only accept or decline an extra-curricular trip assignment and may not offer the trip to any other driver. The transportation supervisor or designee can make adjustments to trips by multiple drivers to the same location on the day of the trip.
  - 3. The extra-curricular/field trip seniority roster shall be made available to the Association President.
  - 4. Overnight trip expenses shall be paid by the group or organization involved. Vouchers for lodging and meals must be presented by the bargaining unit member for reimbursement.
  - 5. The rate of pay for all extra-curricular/field trips shall be \$9.69 per hour, except the 8:00 a.m. and 3:00 p.m. trips which shall be at the driver's regular rate for the first two and one-half (2.5) hours.
  - 6. The minimum pay for all field trips on a school day shall be field trip rates or the employee's regular pay for one hour of work, whichever is greater.
  - 6a. The minimum pay for all such trips, on Saturday, Sunday, or a legal holiday shall be double the regular field trip rate.
  - 7. Cancellation of an extra-curricular/field trip must be done at least two (2) hours before departure time. Otherwise, a minimum charge of field trip rate of pay for two (2) hours will be made. For a cancellation with less than two (2) hours notice for an 8:00 a.m. and 3:00 p.m. field trip, the driver shall be paid for two and one-half (2.5) hours at his/her regular rate of pay. If such field trip and/or cancellation causes the driver to miss his/her regular bus driving assignment. If two or more buses/drivers are assigned to the same extra-

curricular/field trip and any of them are cancelled, the last driver assigned shall forfeit the trip. This applies whether an entire trip or partial. If more than one bus is cancelled, it shall rotate from the last driver assigned to the first driver assigned.

8. Bus drivers, coaches, advisors, and chaperones are not permitted to take their children, spouses, or other persons with them on field trips. Team assistants such as water boys, statisticians, managers, etc., who may require the field trip bus transportation, must be age equivalent and currently enrolled with the District.
9. Appropriate emergency medical forms for all passengers (coaches, advisors, chaperones, bus driver) must be taken on each field trip.

D. ROUTE CHANGES

1. Drivers may make one (1) route change in the period of time from July 1 to June 30 through the bidding procedure.
2. Exceptions to the change limit include:  
Changing drivers after discussion with the driver(s) involved to different routes as the Superintendent or his/her designee deems necessary for efficient operation.

E. YEAR-END BUS CLEAN-UP

1. Bus drivers shall be entitled up to five (5) hours of pay, at their regular hourly rate for the required year-end bus clean-up. Bus drivers who do not wish to do the year-end bus clean-up shall notify the Transportation Secretary. Year-end bus clean-up shall then be offered to bus drivers on the basis of seniority who may wish to do bus clean-up at their regular hourly rate of pay.
2. When two drivers drive the same bus, one a.m. and one p.m., each will receive up to two and one-half (2-1/2) hours of pay at their regular base rate. Both must work together until the clean-up is satisfactorily completed. Drivers shall be required to provide documentation of all time worked.

F. REPAIR NEEDS

Whenever, due to repair needs, a full time driver works in excess of five (5) hours, or a half-time driver works in excess of two and one-half (2.5) hours, the driver shall be in active pay status and shall receive their regular hourly rate.

G. CDL LICENSE

The Board shall assume the cost of the Commercial Driver's License for all regular unit members which shall include regular licensing fees and the cost of the abstract and any and all training or schooling necessary for recertification. All persons who secure a Commercial Driver's License prior to becoming a bargaining unit member driver shall be eligible to receive reimbursement for their license after completing sixty (60) days of employment as a regular bargaining unit employee with Field Local Schools. This provision shall only apply to those individuals working in the Bus Driver Department, Transportation Department, or other individuals and the Board wishes to license. Any bus driver who fails to fulfill licensing requirements by the expiration date of their current license, shall be placed on a leave of absence status, without pay, for a period of up to one (1) year from the date of the expiration of their license, following the one (1) year unpaid leave of absence, if a unit employee fails to receive a Commercial Driver's License, they shall no longer be an employee of Field Local Schools as a bus driver. No other rights relative to continued employment with the Board shall be extended, other than those provided in Article 10, (Seniority, Vacancies, Promotions, and Transfers) to those employees failing to secure a Commercial Driver's License at the conclusion of their one (1) year unpaid leave of absence.

H. DRUG TESTING

All drivers are subject to random drug testing regulations outlined in the Bus Driver's Handbook. A driver that does not comply will be removed from driving the bus without pay.

**ARTICLE 16 - HOSPITAL, SURGICAL, AND MAJOR MEDICAL INSURANCE COVERAGE**

A. ELIGIBILITY

Hospitalization, major medical, life, dental, vision, and prescription drug insurance programs shall be granted to each member of the bargaining unit who is employed thirty (30) hours or more per week.

B. LEVEL OF COVERAGE

The Board shall have the right to change insurance carriers and or insurance consortiums during the term of this agreement but overall level of benefits shall be maintained. Prior to any proposed change in the specifications for the present insurance coverage (hospital, surgical, major medical, prescription drug, dental, and life); the union shall be brought in for discussions. Each bargaining unit member shall be provided with a description of the insurance program.

Section 125 Plan:

The Board will pay the enrollment fee and/or annual fee for bargaining unit members electing to use the Section 125 plan. (Flex Fee)

C. EMPLOYEE PREMIUMS

All employees employed thirty (30) hours or more per week with Health Insurance coverage shall pay 10% of the health insurance premium. Bargaining unit members opting out of coverage must present proof of insurance. Any bargaining unit member who has opted out of health insurance may opt-in during the open enrollment period or per any COBRA qualifying event.

D. LIFE INSURANCE

Bargaining unit employees working thirty (30) hours or more per week will receive Board Paid Life Insurance and Accidental Death coverage of \$50,000. Bargaining Unit employees working less than thirty hours per week but more than twenty-two hours shall have Board paid life insurance and accidental death of twenty-five (\$25,000) of term life insurance. Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

E. If insurance survey from Employee Benefits International (EBI) is necessary to save the district money on health insurance the employees will complete one.

F. ANNUITY PLAN

Only those employees that are change receiving the Annuity Plan as of 08-31-07 may continue to use this option during the term of this agreement. The employee shall have the option of having the Board pay \$80.00 toward a monthly annuity plan for the employee who qualifies and who does not participate in the Board's insurance program.

**ARTICLE 17 - SEVERENCE**

A. ACCUMULATION OF SICK LEAVE

The maximum accumulation of sick leave shall be three hundred twenty (320) for the purpose of this Article. All members of the bargaining unit at the time of retirement from active service in the Field Local School District shall receive a

retirement benefit of one (1) day's pay for each four (4) days of unused sick leave up to a maximum of two hundred (200) days. The retirement benefit will be paid in full at the per diem contract rate of said individual upon receipt of notification by the School Employees Retirement System that the member has retired under SERS.

Retiring members of the bargaining unit who have accumulated more than two hundred (200) days of unused sick leave at the time of retirement shall receive one (1) day's pay for each five (5) days of sick leave accrued beyond two hundred (200) days to a maximum of twenty-five (25) days.

B. RETIREMENT BONUS

A retirement bonus shall be paid by the Board to all members of the bargaining unit who elect to retire under the School Employees Retirement System. The bonus shall be figured as follows:

1. Employees with twenty-five (25) or more years of service
  - a. The base shall be the highest salary on the salary schedule in the bargaining unit without regard to classification and excluding longevity.
  - b. Divide the base by 2080 hours to get the hourly rate.
  - c. Multiply the hourly rate by the total number of hours worked by the employee/retiree annually (excluding overtime).
  - d. Multiply the total by twenty per cent (20%) to arrive at the bonus to be received.

C. EMPLOYEES WITH LESS THAN 25 YEARS OF SERVICE

The bonus for retirees with less than 25 years of service with the Field Local School System shall be pro-rated accordingly.

**ARTICLE 18 - COMPENSATION**

A. HEALTH EXAMINATIONS

1. All members of the bargaining unit are required to file with the Board documented evidence of having a negative tuberculin test required by law.
2. If the Board is not satisfied with an examination performed by a member of the bargaining unit's physician, it reserves the right to have a re-examination made by a Board physician at the Board's expense.

3. If the Board physician disagrees with determination of the employee's physician, a third physical exam shall be made available at Board expense. Said physician shall be mutually agreed upon by the employee and the Board.

B. MILEAGE REIMBURSEMENT

Members of the bargaining unit who are authorized to use their automobiles to perform their assigned duties shall be reimbursed at the IRS rate per mile as determined in January of each calendar year.

C. BCI / FINGERPRINTING

All classified employees, shall be reimbursed up to seventy-five (\$75.00) dollars for mandatory FBI & BCI/Fingerprinting. (Exception: bus drivers and/or mechanics shall have their FBI & BCI/Fingerprinting 100% Board Paid.)

D. LONGEVITY

Longevity increments shall be granted to all employees according to the Salary Schedule (see Appendix B). The longevity shall increase, each year of the negotiated agreement, by the same percentage rate as wages. Bargaining unit employees who presently receive longevity in two or more classifications shall continue to receive longevity in each classification (grandfather). Upon ratification of this contract any employee who receives longevity in two or more classifications who is not grandfathered shall not receive longevity in an amount more than the longevity of 11 or 12 month employees.

E. SALARY

A 3% increase will be issued on the base each year, including overtime, effective July 1, 2015 through June 30, 2017. All OAPSE members will continue to receive a 1% "PICK-UP" of the employee share of the School Employee Retirement System surcharge.

F. RETIRE / REHIRE

Any employee hired after retirement will be placed at step 0 of the appropriate salary schedule and will not progress.

**ARTICLE 19 - SAVING CLAUSE**

If any provision of this agreement is, or shall at any time be contrary to law, then such legal provision shall be applicable, performed, or enforced. In such event, all other provisions of this agreement shall continue in effect. Thirty days (30) calendar days following such change, negotiations shall reopen on this issue only.

**ARTICLE 20 - HEALTH AND SAFETY**

It is the responsibility of the Board to provide a safe work environment for all bargaining unit members. The Board shall comply with all Local, State, and Federal Health and Safety Laws. Further, the Board shall provide all tools and equipment necessary for the performance of work.

**ARTICLE 21 - ENTIRE AGREEMENT**

This agreement shall remain in full force and effect from July 1, 2015 through June 30, 2017 for all language items.

THE BOARD

*Karen May*  
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*[Signature]*  
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*[Signature]* 2  
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THE ASSOCIATION

*Dan Stan*  
\_\_\_\_\_  
*Gary Marston*  
\_\_\_\_\_  
*Gael Musser*  
\_\_\_\_\_  
*Vicky Malin*  
\_\_\_\_\_  
*Bill Padisak*  
\_\_\_\_\_

**APPENDIX B**

APPENDIX B Salary Schedule

**Classified Substitute Pay Rate FY 16**

**Substitute Rate Based on % of Current Contract**

3.0% Increase Effective FY 16					
	Contract Base Salary Step 0	Contract Hrs Worked	Contract Hrlly Rate Step 0	Hourly Rate Step 0	Sub Rate
Bus Driver 1 Run 1.25 Hrs. Day	\$ 13,706.81	935	\$ 14.66	90%	\$ 13.19
Cafeteria Cook/Cashier 187 Days	\$ 11.51	-	\$ 11.51	75%	\$ 8.63
Custodian 201 Days 5.5 Hrs. Day	\$ 15,871.40	1105.5	\$ 14.36	75%	\$ 10.77
Educational Assistant	\$ 11.49	-	\$ 11.49	75%	\$ 8.62
Secretary 212 Days 8 Hrs. Day	\$ 22,888.57	1696	\$ 13.50	75%	\$ 10.12
Summer Help	\$ 8.61	-	\$ 8.61	100%	\$ 8.61

Bus Drivers Salary Schedule FY 16					
			<b>Van Driver</b>		<b>4 Runs</b>
			<b>187 Days / 5.75 Hrs</b>		<b>187 Days / 5 Hrs</b>
<b>Years Service</b>			<b>1075.25 Hrs</b>		<b>935 Hrs</b>
	<b>Index</b>	<b>Hourly</b>	<b>Base</b>	<b>Hourly</b>	<b>Base</b>
		<b>13.60</b>	<b>14,627.03</b>	<b>14.66</b>	<b>13,706.81</b>
0	1.000000	13.60	14,627.03	14.66	13,706.81
1	1.019446	13.87	14,911.47	14.94	13,973.35
2	1.028724	13.99	15,047.18	15.08	14,100.52
3	1.038637	14.13	15,192.17	15.23	14,236.40
4	1.048802	14.27	15,340.86	15.38	14,375.73
5	1.058080	14.39	15,476.57	15.51	14,502.90
6	1.068119	14.53	15,623.41	15.66	14,640.50
7	1.078162	14.67	15,770.31	15.81	14,778.16
8	1.087565	14.79	15,907.85	15.94	14,907.05
	<b>5 to 8 Hours</b>				
15L*	1,092.65	15.81	17,000.50	17.11	15,999.70
20L*	1,529.71	16.22	17,437.56	17.58	16,436.76
25L*	1,966.77	16.62	17,874.62	18.05	16,873.82
30L*	2,403.83	17.03	18,311.68	18.51	17,310.88
Hourly Rates are rounded figures					

Cafeteria Salary Schedule FY 16									
			Cook/Cashier 187 Days		Cook/Cashier 187 Days / 7 Hrs 1309 Hrs		Manager 187 Days / 7 Hrs 1309 Hrs		Coordinator 187 Days / 8 Hrs 1496 Hrs
Years Service		Index	Base	Hourly	Base	Hourly	Base	Hourly	Base
			11.51	11.51	15,060.99	11.69	15,295.98	12.72	19,033.41
0		1.000	11.51	11.51	15,060.99	11.69	15,295.98	12.72	19,033.41
1		1.050	12.09	12.08	15,814.04	12.27	16,060.78	13.36	19,985.08
2		1.060	12.20	12.20	15,964.65	12.39	16,213.74	13.49	20,175.41
3		1.080	12.43	12.43	16,265.87	12.62	16,519.66	13.74	20,556.08
4		1.100	12.66	12.66	16,567.09	12.85	16,825.58	14.00	20,936.75
5		1.120	12.89	12.89	16,868.31	13.09	17,131.50	14.25	21,317.42
6		1.140	13.12	13.12	17,169.53	13.32	17,437.42	14.50	21,698.09
7		1.160	13.35	13.35	17,470.75	13.55	17,743.34	14.76	22,078.76
8		1.180	13.58	13.58	17,771.97	13.79	18,049.26	15.01	22,459.42
9		1.200	13.81	13.81	18,073.19	14.02	18,355.18	15.27	22,840.09
10		1.220	14.04	14.04	18,374.41	14.26	18,661.10	15.52	23,220.76
Under 5 Hours		5 to 8 Hours							
15L*	764.86		1,092.65	14.87	19,467.06	15.09	19,753.75	16.25	24,313.41
20L*	1,092.65		1,529.71	15.21	19,904.12	15.42	20,190.81	16.54	24,750.47
25L*	1,420.44		1,966.77	15.54	20,341.18	15.76	20,627.87	16.84	25,187.53
30L*	1,748.24		2,403.83	15.87	20,778.24	16.09	21,064.93	17.13	25,624.59

Hourly Rates are rounded figures.

Custodian 260 Days Salary Schedule FY 16									
			Assistant Custodian Without License		Assistant Custodian With License Operate Low Pressure Boiler		Head Custodian Without License Operate Low Pressure Boiler		Head Custodian With License Operate Low Pressure Boiler
Years Service			260 Days / 8 Hrs 2080 Hrs	260 Days / 8 Hrs 2080 Hrs	260 Days / 8 Hrs 2080 Hrs	260 Days / 8 Hrs 2080 Hrs	260 Days / 8 Hrs 2080 Hrs	260 Days / 8 Hrs 2080 Hrs	260 Days / 8 Hrs 2080 Hrs
	Index	Hourly	Base	Hourly	Base	Hourly	Base	Hourly	Base
			13.67	13.92	28,953.39	14.57	30,304.31	14.82	30,830.05
0	1.000	13.67	28,427.65	13.92	28,953.39	14.57	30,304.31	14.82	30,830.05
1	1.020	13.94	28,996.20	14.20	29,532.46	14.86	30,910.40	15.12	31,446.65
2	1.040	14.21	29,564.76	14.48	30,111.53	15.15	31,516.48	15.42	32,063.25
3	1.060	14.49	30,133.31	14.76	30,690.59	15.44	32,122.57	15.71	32,679.85
4	1.080	14.76	30,701.86	15.03	31,269.66	15.73	32,728.65	16.01	33,296.45
5	1.100	15.03	31,270.42	15.31	31,848.73	16.03	33,334.74	16.30	33,913.06
6	1.120	15.31	31,838.97	15.59	32,427.80	16.32	33,940.83	16.60	34,529.66
7	1.140	15.58	32,407.52	15.87	33,006.86	16.61	34,546.91	16.90	35,146.26
8	1.160	15.85	32,976.07	16.15	33,585.93	16.90	35,153.00	17.19	35,762.86
9	1.180	16.13	33,544.63	16.43	34,165.00	17.19	35,759.09	17.49	36,379.46
10	1.200	16.40	34,113.18	16.70	34,744.07	17.48	36,365.17	17.79	36,996.06
15L*	1,092.65	16.93	35,205.83	17.23	35,836.72	18.01	37,457.82	18.31	38,088.71
20L*	1,529.71	17.14	35,642.89	17.44	36,273.78	18.22	37,894.88	18.52	38,525.77
25L*	1,966.77	17.35	36,079.95	17.65	36,710.84	18.43	38,331.94	18.73	38,962.83
30L*	2,403.83	17.56	36,517.01	17.86	37,147.90	18.64	38,769.00	18.94	39,399.89

Hourly Rates are rounded figures.

Custodian 5.5 Hour Salary Schedule FY 16									
			Assistant Custodian Without License		Assistant Custodian Without License		Assistant Custodian Without License		
Years Service		201 Days / 5.5 Hrs 1,105.5 Hrs		221 Days / 5.5 Hrs 1,215.5 Hrs		260 Days / 5.5 Hrs 1,430 Hrs			
	Index	Hourly	Base	Index	Hourly	Base	Index	Hourly	Base
		14.36	15,871.40		14.36	17,450.65		14.36	20,531.55
0	1.000000	14.36	15,871.40	1.000000	14.36	17,450.65	1.000000	14.36	20,531.55
1	1.009083	14.49	16,015.56	1.009083	14.49	17,609.15	1.009083	14.49	20,718.04
2	1.018385	14.62	16,163.20	1.018385	14.62	17,771.48	1.018385	14.62	20,909.02
3	1.027552	14.75	16,308.69	1.027552	14.75	17,931.45	1.027552	14.75	21,097.24
4	1.036768	14.88	16,454.96	1.036768	14.88	18,092.28	1.036768	14.89	21,286.45
5	1.045959	15.02	16,600.83	1.045959	15.02	18,252.66	1.045959	15.02	21,475.16
6	1.054989	15.15	16,744.15	1.054989	15.15	18,410.24	1.054989	15.15	21,660.56
7	1.064181	15.28	16,890.04	1.064181	15.28	18,570.65	1.064181	15.28	21,849.29
8	1.073318	15.41	17,035.06	1.073318	15.41	18,730.10	1.073318	15.41	22,036.88
9	1.082455	15.54	17,180.08	1.082455	15.54	18,889.54	1.082455	15.54	22,224.48
10	1.091703	15.67	17,326.85	1.091703	15.67	19,050.93	1.091703	15.67	22,414.35
15L*	1,092.65	16.66	18,419.50		16.57	20,143.58		16.44	23,507.00
20L*	1,529.71	17.06	18,856.56		16.93	20,580.64		16.74	23,944.06
25L*	1,966.77	17.45	19,293.62		17.29	21,017.70		17.05	24,381.12
30L*	2,403.83	17.85	19,730.68		17.65	21,454.76		17.36	24,818.18

Hourly Rates are rounded figures.

Educational Assistants Salary Schedule FY 16				
			Educational Assistants	186 Days / 5.5 Hrs
			Monitors	186 Days / 4.5 Hrs & 5.5 Hrs
			***Bus Aides	187 Days / 5.0 Hrs
Years Service				
	Index			Hourly Base
				11.49
0	1.000			11.49
1	1.050			12.06
2	1.060			12.18
3	1.080			12.41
4	1.100			12.64
5	1.120			12.87
6	1.140			13.10
7	1.160			13.33
8	1.180			13.56
9	1.200			13.79
10	1.220			14.02
			Under 5 Hours	5 to 8 Hours
15L*			764.86	1,092.65
20L*			1,092.65	1,529.71
25L*			1,420.44	1,966.77
30L*			1,748.24	2,403.83



Secretary Salary Schedule FY 16							
							Transportation Principal *
			Guidance / Athletic		Library		Guidance
			10 Months		9 Months		10 Months
			212 Days / 5.5 Hrs		186 Days / 8 Hrs		212 Days / 8 Hrs
Years Service			1166 Hrs		1488 Hrs		1696 Hrs
	Index	Hourly	Base	Hourly	Base	Hourly	Base
		13.50	15,737.81	13.39	19,926.20	13.50	22,888.57
0	1.000	13.50	15,737.81	13.39	19,926.20	13.50	22,888.57
1	1.020	13.77	16,052.57	13.66	20,324.71	13.77	23,346.34
2	1.040	14.04	16,367.32	13.93	20,723.25	14.04	23,804.11
3	1.060	14.31	16,682.08	14.19	21,121.77	14.31	24,261.88
4	1.080	14.58	16,996.83	14.46	21,520.30	14.58	24,719.66
5	1.100	14.85	17,311.59	14.73	21,918.82	14.85	25,177.43
6	1.120	15.12	17,626.35	15.00	22,317.34	15.12	25,635.20
7	1.140	15.39	17,941.10	15.27	22,715.87	15.39	26,092.97
8	1.160	15.66	18,255.86	15.53	23,114.39	15.65	26,550.74
9	1.180	15.93	18,570.62	15.80	23,512.92	15.92	27,008.51
10	1.200	16.20	18,885.37	16.07	23,911.44	16.19	27,466.28
11	1.220	16.47	19,200.13	16.34	24,309.96	16.46	27,924.06
12	1.240	16.74	19,514.88	16.61	24,708.49	16.73	28,381.83
13	1.260	17.01	19,829.64	16.87	25,107.01	17.00	28,839.60
14	1.280	17.28	20,144.40	17.14	25,505.54	17.27	29,297.37
15	1.300	17.55	20,459.15	17.41	25,904.06	17.54	29,755.14
15L*	1,092.65	18.48	21,551.80	18.14	26,996.71	18.19	30,847.79
20L*	1,529.71	18.86	21,988.86	18.44	27,433.77	18.45	31,284.85
25L*	1,966.77	19.23	22,425.92	18.73	27,870.83	18.70	31,721.91
30L*	2,403.83	19.61	22,862.98	19.02	28,307.89	18.96	32,158.97
Hourly Rates are rounded figures.							
Secretaries/Program Coordinator Dispensing Medicine - Stipend \$2.35 Per Day							
* The four (4) hour Sub Call Off/Secretary position will be paid the hourly rate as indexed, based on the hours worked.							

**APPENDIX C**

**Field Local Schools – OAPSE Chapter # 259  
Grievance Form**

Grievance # \_\_\_\_\_  
Page 1 of 2

Name of Employee (Grievant) \_\_\_\_\_ Department \_\_\_\_\_ Classification \_\_\_\_\_

Home Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_ Home Telephone \_\_\_\_\_

Work Location \_\_\_\_\_ Telephone \_\_\_\_\_ Seniority \_\_\_\_\_ Supervisor \_\_\_\_\_

<b>Statement of Grievance</b>	<b>Contract Violation Article / Section</b> _____
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State the issue involved and the date the incident took place \_\_\_\_\_

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Remedy Requested \_\_\_\_\_

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Facts \_\_\_\_\_

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Subject to the provisions of the Negotiated Agreement, I hereby authorize the representatives of O.A.P.S.E. Chapter #259, an organization recognized by the Field Local Board of Education as my collective bargaining representative, to pursue this request of claim arising in this or any other Step of the Grievance Procedure, including arbitration, or to adjust or settle the same.

Employee (Grievant) \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**Field Local Schools – OAPSE Chapter # 259**

# Grievance Form

Grievance # \_\_\_\_\_  
Page 2 of 2

**Step One** Informal Discussion List parties involved \_\_\_\_\_ Date \_\_\_\_\_

Disposition \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant Signature \_\_\_\_\_ Supervisor Signature \_\_\_\_\_

**Step Two** Date Received \_\_\_\_\_ Date Answered \_\_\_\_\_

Disposition \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant Signature \_\_\_\_\_ Management Representative Signature \_\_\_\_\_

**Step Three** Date Received \_\_\_\_\_ Date Answered \_\_\_\_\_

Disposition \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant Signature \_\_\_\_\_ Union President Signature \_\_\_\_\_  
Superintendent Signature \_\_\_\_\_

**Step Four Request for Mediation**

Date \_\_\_\_\_ Grievant Signature \_\_\_\_\_ Union President Signature \_\_\_\_\_

Date Received \_\_\_\_\_ Superintendent Signature \_\_\_\_\_

**Step Five Request for Arbitration**

Date \_\_\_\_\_ Grievant Signature \_\_\_\_\_ Union President Signature \_\_\_\_\_

Date Received \_\_\_\_\_ Superintendent Signature \_\_\_\_\_

**APPENDIX D**

**Sick Leave Transfer Authorization Form**

I understand to be eligible to donate sick leave days I must have no less than 30 sick days accumulated.

I currently have # \_\_\_\_\_ of sick days. (This number is located on your pay stub.)

I \_\_\_\_\_, voluntarily authorize the transfer of \_\_\_\_\_ days (up to five days only per year) of my accumulated sick leave to \_\_\_\_\_, if needed.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

This form is to be given to the School Treasurer with a copy to the Local #259 President. Donating member keeps a copy.

**APPENDIX E**

**Donated Sick Leave Request Form**

I may only receive up to 30 donated sick days per year and a total of 60 donated sick days during my term of employment with Field Local Schools.

I \_\_\_\_\_ am requesting \_\_\_\_\_ donated sick leave days and am reasonably certain, I qualify under the guidelines of Article XII (C) (Physicians report is attached). I have exhausted all but 5 days of my accumulated sick leave days.

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

Date to Begin: \_\_\_\_\_

\* This form is to be given to the Local # 259 President with a copy to the School Treasurer. Requesting member keeps a copy.

**APPENDIX F**

**Field Trip Meeting Form**

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

I am unable to attend the Field trip meeting for the following reason:

1. \_\_\_\_\_ I am already on another field trip.
2. \_\_\_\_\_ I am on an approved personal day.
3. \_\_\_\_\_ I am on jury duty.
4. \_\_\_\_\_ I have a mandatory court appearance
5. \_\_\_\_\_ Death in my family
6. \_\_\_\_\_ Other - please explain

If available, circle which applies for each day.

My PM run is over by \_\_\_\_\_.

Tues.	NA	Between runs	Give up AM	Give up PM	After PM	Overnighter
Wed.	NA	Between runs	Give up AM	Give up PM	After PM	Overnighter
Thurs.	NA	Between runs	Give up AM	Give up PM	After PM	Overnighter
Fri.	NA	Between runs	Give up AM	Give up PM	After PM	Overnighter
Sat.	NA	Anytime	Before Noon	After Noon		
Sun.	NA	Anytime	Before Noon	After Noon		
Mon.	NA	Between runs	Give up AM	Give up PM	After PM	Overnighter
Tues.	NA	Between runs	Give up AM	Give up PM	After PM	Overnighter

NA = Not Available

\_\_\_\_\_  
Director of Transportation/or designee.  
Accept \_\_\_\_\_ Reject \_\_\_\_\_ Reason \_\_\_\_\_