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**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, LOCAL #462**

AND

THE GENOA BOARD OF EDUCATION

AGREEMENT

Effective: -----
July 1, 2015 - June 30, 2018

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MASTER AGREEMENT

SECTION 1 - TERMS

Subject to the provisions of Section 46, this is a three (3) year contract on all contract language July 1st, 2015 – June 30th, 2018.

Any modifications of this contract, via Memorandums of Understanding, during the life of this contract shall be valid only for the remaining term of this contract. Memorandums of Understanding dated prior to the expiration of this contract shall be considered null and void.

SECTION 2 - RECOGNITION

The Board of Education of the Genoa Area Schools recognizes the Ohio Association of Public School Employees, hereinafter referred to as "OAPSE Local #462" as the exclusive and sole representative of the non-certified personnel.

INCLUDED CLASSIFICATIONS:

Food Service, Maintenance, Para Educator/Aide Secretarial, Transportation

INCLUDED POSITIONS WITHIN CLASSIFICATIONS:

Food Service

Head Cook
Cook
Cashier

Transportation

Bus Driver
Bus Mechanic
Van Driver

Maintenance

Head Maintenance
Head Custodian
Custodian
Groundskeeper

Para Educator/Aide

Bus
Cafeteria
Educational
Library
Playground
Saturday School Monitor
Special Education

Secretarial

Secretary

EXCLUDED: The classified staff working in the Administration Office Building, including all administrators, certified staff, Supervisors, Treasurer and assistant Treasurer.

SECTION 3 - FAIR SHARE FEE

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

The Treasurer of OAPSE Local #462 Union shall certify the fair share fee amount to the Employer.

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

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

This fair share fee Agreement between the Employer and the Union does not require any Employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union who are in the same Bargaining Unit. An internal rebate procedure by the Union and payments by Employees holding religious conscientious objections shall be governed by (*O.R.C. 4117.09 C*).

The Association agrees to hold the Board of Education and administration harmless in any suit, claim or proceeding arising out of or connected with the imposition, determination or collection of service fees for dues, to indemnify the Board of Education for any liability imposed on it as a result of any such suit, claim or administrative proceeding and to reimburse the Board of Education for any and all expenses incurred by the Board of Education in defending any such suit, claim or administrative proceeding, including but not limited to attorney fees and court costs. For purposes of this paragraph, the term "Board of Education" includes the Genoa Area School Board of Education, its members, the Treasurer, Superintendent and all members of the administrative staff.

SECTION 4 - MANAGEMENT RIGHTS

The Board of Education hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, except as expressly limited by the terms of this contract. Such rights included, but are not limited to the right to hire, promote, transfer, assign, retain Employees in positions, suspend, demote, discharge, remove or take other disciplinary action against Employees for just cause, to relieve Employees from duties because of lack of work or funds or other legitimate reasons, to determine the methods, means personnel by which Board of Education operations shall be conducted, to direct the schedule, shift and location of the work of Employees so that the Board of Education may operate in the most efficient manner, subject only to the provision of the law of the State of Ohio and to the specific terms of this Agreement. All management rights not specifically abridged by this Agreement are

retained by the Board of Education, including the sole and exclusive right to manage its operation, buildings and facilities and to direct the work force.

SECTION 5 - RESOLVING DIFFERENCES DURING NEGOTIATIONS

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

For the purposes of this Agreement, "*impasse*" shall be defined to mean when either party during negotiations determines that further negotiations are unlikely to lead to the resolution of outstanding issues.

- A. If either party declares impasse, it shall pertain only to those issues where Agreement has not been reached between the parties.
- B. After the declaration of such impasse, the parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service with an attachment there to itemizing those issues only, which are outstanding.
- C. The mediator assigned shall have the authority to request meeting for the purpose of facilitating an Agreement between the parties on those outstanding issues.
- D. The mediator shall have no authority to recommend or to bind either party to this Agreement.

SECTION 6 - NO STRIKE - NO LOCKOUT

Neither the Association or any Employee shall directly or indirectly cause or engage in any work stoppage, strike, job action, sick out, or slowdown of any nature whatsoever in the performance of his/her assigned duties or those of his/her fellow Employees during the term of this Agreement, or if the Board of Education has a labor dispute with the teachers Union. For the purpose of this Agreement, a "*lock-out*" is defined as a refusal to permit Employees to work for the purpose of forcing OAPSE Local #462 to accept a contract modification.

SECTION 7 - PAYROLL DEDUCTIONS

The Board of Education provides payroll deductions for the following:

- A. All deductions required by Federal, State and Local laws.
- B. Deductions when requested will be provided if adequate technology exists for these deductions.

As technology becomes available, the Board of Education reserves the right to use this technology to make and transmit all deductions.

The Board of Education agrees to a one (1) time a year deduction of the OAPSE Local #462 dues to be deducted in the last pay in September.

Authorization for deductions of State dues for OAPSE Local #462 shall be filed by October 15th and the deduction shall be sixteen (16) equal installments (October, November, December, January, February, March, April, and May) and sent to the State office.

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

SECTION 8 - GRIEVANCE PROCEDURE

The Board of Education recognizes that a procedure is necessary whereby its Employees are provided a prompt, impartial and fair hearing on their grievances. Such procedure shall be available to all Employees and no reprisals of any kind shall be taken against any Employee initiating or participating in the grievance procedure.

For the purposes of this Agreement, a grievance shall be defined as any dispute, which may arise between the parties hereto involving the application, meaning or interpretation of the terms of this Agreement. The filing of any grievance shall be the right of the individual Employee and Union. Copies of all grievances filed pursuant to this procedure shall be sent to the President of OAPSE Local #462.

PROCEDURE

Step One:

Any Employee having a grievance shall first discuss it with his/her immediate Supervisor. Prompt and fair handling of a grievance is important to both good morale and effective school administration. Both parties should make sincere and determined effort to settle the grievance at step one with ten (10) working days.

Step Two:

If the discussion does not resolve the grievance to the satisfaction of the Employee, the Employee shall have the right to lodge a written grievance with the building principal. If such

grievance is not lodged within ten (10) working days following the act or condition upon which said grievance is based, became known, or should have become known, the grievance shall no longer exist. A grievance form is attached hereto. A copy of the grievance shall be filed with the Superintendent. The principal shall hold a hearing within ten (10) working days after the receipt of the grievance. The Employee shall have the right to be represented at such hearing by counsel and/or by a representative of his/her OAPSE Local #462 Employee organization. The building principal shall take action on the written grievance within ten (10) working days after the conclusion of said hearing. The decision taken and reasons for it shall be reduced to writing and copies of said decision shall be sent to the Employee and the Superintendent.

Step Three:

If the action taken by the building principal does not resolve the grievance to the satisfaction of the Employee, the Employee may appeal in writing to the Superintendent. Failure to file such appeal within ten (10) working days from receipt of the written report of actions taken by the principal, shall be deemed a waiver of the right to appeal. The Superintendent shall conduct a hearing within ten (10) working days after receipt of the request. The aggrieved Employee shall have the right to be represented at such hearing by counsel and/or by a representative of his/her OAPSE Local #462 Employee organization. The Superintendent shall take action on the appeal of the grievance within ten (10) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced in writing and copies sent to the Employee and the building principal.

Step Four:

If the grievance is not satisfactorily settled at Step three (3), the Union may, within thirty (30) calendar days after the receipt of the Step three (3) answer, submit the issue to arbitration. The Union shall notify the Federal Mediation and Conciliation Services (F.M.C.S) and the Board at the same time of its intent to appeal the grievance to arbitration. Upon written notice of the Unions intent to arbitrate a grievance, the F.M.C.S shall submit a panel of seven (7) arbitrators, to each party and the arbitrator shall be chosen in accordance with the alternative strike method. The fees and expenses of the arbitrator shall be borne equally by the parties.

Furthermore, the aggrieved Employee, the grievance chairperson, the OAPSE Local #462 President and any necessary witnesses shall not lose any regular straight time pay for time off the job while attending any arbitration proceedings. The time limits set forth in the grievance procedure may be extended by mutual Agreement of the Superintendent and the Union. Working days as used herein shall not include Saturdays, Sundays or holidays.

In the event a grievance is submitted to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as the interpretation and/or application of, and/or the compliance with the provisions of the contract including all disciplinary actions, and in reaching his/her decision, the arbitrator shall have no authority to add to or subtract from or modify in any way, any of the provisions of the contract. All decisions of arbitrators consistent with these provisions and all pre-arbitration grievance settlements reached by the Union and the Board of Education shall be final, conclusive and binding on the Board of Education, the Union and the

Employee(s). Provided that a grievance may be withdrawn by the Union at any time during Step one (1), Step two (2), Step three (3) or Step four (4) of the grievance procedure, the withdrawal of any grievance shall not be prejudicial to the positions by the parties as they relate to that grievance or any other grievances.

A GRIEVANCE FORM can be found at the back of this contract book.

PROCEDURE: (See Section 8 of Contract - Classified Employees)

- A. Step One: Grievance is to be discussed with immediate Supervisor. If results unsatisfactory - proceed after ten (10) working days.
- B. Step Two: File written grievance with building principal within ten (10) days of occurrence of grievance. If results unsatisfactory - proceed within ten (10) working days of answer.
- C. Step Three: Appeal in writing to Superintendent. If results unsatisfactory - proceed to Step four (4) within ten (10) working days of answer.
- D. Step Four: Arbitration

SECTION 9 - LABOR MANAGEMENT COMMITTEE

The Board of Education or its designated representative and the Association or its representative agrees to meet and discuss with the other concerning issues other than those included in this Agreement. Such meetings shall be scheduled on a monthly basis the third Tuesday of the month at 9:00 a.m. or other mutually agreed time. All meetings shall not exceed one (1) hour unless both parties agree to extend the meeting time. No Employee shall be paid for meeting attendance time. The Superintendent shall during the first week of school publish a calendar with the dates, no less than one per month, and times of the Labor Management Meetings. All requests for additional meetings shall be published as well. Minutes of these meetings shall be maintained and published for all Union members, administrators, etc.

SECTION 10 - DISCIPLINARY PROCEDURE

No Employee shall be disciplined without just cause and first having had an opportunity for a hearing with an OAPSE Local #462 representative of his/her choice present, if the Employee so chooses.

- A. 1st violation: shall be in the form of a documented verbal warning. This written verbal warning will state the date, time, Employee's name, reason, etc.
- B. 2nd violation: shall be in the form of a written warning.

- C. 3rd violation: shall be in the form of a three (3) day suspension.
- D. 4th violation: may be cause for discharge.

All disciplinary action shall be subject to the grievance procedure. Provided, however, an Employee may be suspended pending a hearing only where the charges are theft, embezzlement of public funds, being under the influence of alcoholic beverages or abusive drugs during working hours, the use of alcoholic beverages or abusive drugs during working hours, physical violence, offenses involving misconduct or gross insubordination, offenses involving moral turpitude and other offenses involving misfeasance, malfeasance or nonfeasance. An Employee may be suspended for just cause with pay prior to a hearing if he/she poses a clear and present danger to him/herself or to others.

Disciplinary procedures and action must be done in private. No Employee shall be disciplined, reprimanded, suspended with or without pay, demoted or discharged without just cause as defined in (*O.R.C. 3319.081*).

All discipline shall be taken out of Employee's file after a period of two (2) years except where Federal or State law differs. Any materials after two (2) years shall not effect employment.

SECTION 11 - JOB DESCRIPTIONS

The Association shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement at the time of ratification hereof.

Prior to any change in any job description covered under this Agreement OAPSE Local #462 shall be notified of such changes anticipated and the effective date of such change. However, notification shall be in writing and no less than one (1) workweek before being placed in effect. The Board of Education retains the right to change the job description to conform to the needs of position and with input from OAPSE Local #462. The President will be provided copies of all current job descriptions.

SECTION 12 - PERSONAL LEAVE

Three (3) unrestricted personal days may be used each year without prior approval except as provided herein. They may not be taken the first week or last two weeks of the school year without prior approval of the Superintendent. Employees may use no more than one (1) personal leave day in May. An Employee may redeem one (1) personal leave day by submitting a request in writing to the Treasurer's Office.

Any Employee who does not use their Unrestricted Leave in the school fiscal year, and who has not accumulated the maximum sick leave of two hundred fifteen (215) days shall:

- A. Add that day to his/her sick leave accumulated time.

- B. Or an Employee who has accumulated the maximum allowable sick leave and who has not used his/her unrestricted leave day by the end of the fiscal school year shall be paid days wages at his/her sub rate.

SECTION 13 – OAPSE Local #462 LEAVE

The Board of Education agrees to permit two (2) duly elected delegates of OAPSE Local #462 leave of three (3) days with three (3) days' pay to attend the OAPSE Annual Conference, and no conference expenses shall be permitted. A third (3rd) person may attend the OAPSE Annual Conference but without pay.

A total of four (4) OAPSE Local #462 officers or their representatives may attend the OAPSE District Day In-Service one (1) day per year. The Employee attending must sign certification of attendance.

Special request conferences need follow-up report. OAPSE Local #462 officers or their representatives shall be paid the sum equivalent to their normal workday only if the primary purpose of the meeting is job in-service of the Employee.

SECTION 14 – OAPSE Local #462 IN-SERVICE

All classes, training, seminars and workshops must have the prior approval of the administration and the Board of Education. All classes, training, seminars and workshops must be in direct relationship to the current classification status of the Employee. Classes/courses will not be approved if college credit is given for the class/course.

Each Employee will be limited to one (1) class or seminar per year. The Board of Education shall reimburse approved in-service expenditures per properly receipted expenses according to Board of Education policy.

SECTION 15 - ADMINISTRATIVE MEETINGS

The Board of Education agrees that all Employees requested to or required to attend any meeting held other than the Employee's regular scheduled workday shall be without pay unless prior approval by the administration. No Employee shall be paid for serving on the Safety Committee, Labor Management Committee, and Negotiating Committee or for any activities, committees associated with OAPSE Local #462.

SECTION 16 - CLASSIFICATION PAY

The Board of Education agrees that if any Employee is requested to and does perform work that normally is performed by an Employee holding a higher classification, such Employee, if utilized in said higher classification for two (2) or more consecutive days, shall receive the rate of pay normally paid to the higher classified Employee as of the second (2nd) day of such employment in said higher classification. It shall be the responsibility of the Employee to note this on their time sheet when submitted to the Treasurer's office.

SECTION 17 - EMPLOYEE EVALUATION

An annual evaluation shall be made on each Employee who does not have a continuing contract. Employees with continuing contracts shall be evaluated every two (2) years. The evaluation shall consist of an appraisal of the Employee by the building principal for the Employees working in the school buildings who directly report to the building principal. In the case of Employees working outside school buildings the evaluation shall be done by the Employees immediate Supervisor.

The Employee shall be given a written copy within ten (10) days of the evaluation and a copy shall be placed in the Employee's file. All evaluations must be completed by April 1st of each year.

Any Employee can request to see, upon reasonable notice, and will be permitted to examine his/her personnel file, as long as the Employee does not remove any article from the file. The Supervisor must be present during examination of the file by the Employee.

SECTION 18 - PHYSICAL EXAMINATION

The Board of Education agrees that if any Employee is required by the Board of Education to have a physical examination, the Board of Education will pay the full cost of such examination if not covered by insurance or any other source. The annual Bus Drivers physicals shall be an exception to the above.

SECTION 19 - MILEAGE PAYMENT

The payment of mileage to an Employee for the use of his/her own vehicle for school business purposes shall be pursuant to the current IRS Mileage Reimbursement Table. In any event, however, the Employee must have prior approval of the administration in order to be compensated for use of same.

SECTION 20 - LAYOFF/BUMPING/RECALL PROCEDURE

When a reduction in the work force is necessary due to a decrease of work or insufficient funds, which determination shall belong exclusively to the Board of Education, the Board of Education shall determine in which position the layoff will occur. Employees whose contracts are to be suspended shall be considered for placement in the following manner:

- A. In the event of a layoff, caused by the elimination of a job, said Employee shall, prior to being laid off have the option to bump the least senior Employee with equal or less hours within the same position. Providing the bumped Employee's seniority exceeds the seniority of the Employee being bumped.
- B. If this is not possible, said Employee may then bump the least senior Employee with equal or less hours within the same classification, provided they have the necessary seniority and qualifications.
- C. If said Employee is unable to bump a less senior Employee within the same classification, then said Employee may bump the least senior Employee with equal or less hours from a position in which he/she was previously employed.
- D. If said Employee is bumped from their current classification and has not previously worked in another position, said Employee may then bump the least senior Employee with equal or less hours in a similar or lower position. Provided they have the necessary seniority and qualification.
- E. In the event there are no existing positions within the Bargaining Unit with equal or less hours, then and only then, the Employee may bump up to the position closest in hours, as long as it is no more than thirty (30) minutes. Provided he/she can demonstrate to the satisfaction of the Superintendent, the ability to perform the work and the bumped Employee's seniority exceeds the seniority of the Employee being bumped.
- F. In determining an Employee's number of hours for purposes of bumping, the Employee's number of hours shall be that number of hours the Employee was contracted for prior to the layoff.

Recall

The Employee who elects to bump shall retain all rights to recall to the position in which the layoff/bump occurred with the exception of a person in a replacement contract. No Employee on recall shall be offered a vacant position (*except as stated above*) with the Board of Education until current Employees within that position/classification, have exhausted their right to bid on the vacancy. If no current Employee in that position/classification bids on or accepts the vacant position then the vacant position can be offered to the laid off Employee and the whole Union, the Employee with the most District seniority will be offered the position, provided the

Employee has the necessary qualifications. The Board of Education shall notify laid off Employees of all postings.

Recalls which occur will be first by classification of layoff and then by District seniority, and shall be offered to the Employees within said classification standing highest in seniority on the layoff list before the next person on the list may be considered. Any Employee who declines reinstatement shall be removed from the reinstatement name list. Recalled Employees must report for work within five (5) days of notification unless an extension is granted by the administration.

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

A SENIORITY LIST can be found at the back of this contract book.

Each Employee to be laid off shall be given written notice by the Board of Education of the layoff, which notice shall be hand-delivered or sent by regular U. S. mail postmarked no later than two (2) weeks in advance. District seniority shall be defined as the total length of employment in the Genoa Area School District.

Authorized leaves of absence under one (1) year do not constitute a break in continuous service. In the case of identical seniority, the following criteria shall be applied:

- 1) Date of Board of Education action on employment (*Board Minutes*)
- 2) Hire date appearing on Bio job screen for employment
- 3) Toss of coin

The list on this page shall be used for the purpose of defining positions within each classification.

Food Service

Head Cook
Cook
Cashier

TRANSPORTATION

Bus Driver
Bus Mechanic
Van Driver

Para Educator/Aide

Bus
Cafeteria
Educational
Library
Playground

Maintenance

Head Maintenance
Head Custodian
Custodian
Groundskeeper

Saturday School Monitor
Special Education

SECRETARIAL
Secretary

SECTION 21 - JOB POSTING/BIDDING/TRANSFER PROCEDURE

- A. When a job becomes vacant from openings in existing positions, or newly created positions, a job posting shall be advertised for bid by posting on the District website. Written notice shall be given to building representatives in each building. It shall be the Unions responsibility to post the notice on the OAPSE LOCAL #462 bulletin board at each work location.
- B. This notice shall be posted within ten (10) days and for a minimum of five (5) workdays. If a substitute is placed in a position not held by a Bargaining Unit Employee for a period of twenty five (25) working days, said position shall be posted for bid. All job notices shall specify the title of position, job qualifications, and hours to be worked, rate of pay, job location and final date of application.
- C. Any Employee may bid on a posted position in writing to the appropriate administrator.
- D. *A JOB BIDDING FORM can be found at the back of this contract book.*
- E. When a vacancy occurs during the summer months, it shall be announced via e-mail. Any Employee, who wishes to be informed of vacancies in writing after June 1st, and prior to the first (1st) day of the school year, shall notify in writing the Superintendent's office prior to June 1st. It will be offered first (1st) to qualified Bargaining Unit Employees.
- F. *A SUMMER NOTIFICATION FORM can be found at the back of this contract book.*

In selecting an Employee for a position, the Board of Education shall use the following guidelines:

- 1) The position shall first be offered to qualified Employees within the present position, and then to qualified Employees within the classification. Qualifications shall not be limited to minimum requirements to apply for a position, but shall include the ability to perform the job responsibilities as listed on the job bid notice.

- 2) If more than one qualified Employee requests the vacancy in writing, first (1st) the Employee in the same position with the highest District seniority shall be awarded the position. Second (2nd) the Employee in the same classification with the highest District seniority shall be awarded the position.
 - 3) An Employee who accepts a lateral transfer to a position within the same classification shall maintain all seniority, they are not subject to a thirty (30) day probationary period nor will they be allowed to return to their previous position.
 - 4) If an Employee within the same position or classification does not fill the vacancy, it shall be offered to the qualified Bargaining Unit Employee with the highest District seniority.
 - 5) Any Employee who bids from one classification to another classification and one position to another position the Employee has not previously held, shall have a thirty (30) workday probationary period. Said Employee shall have the right within the probationary period to return back to the classification/position previously held by the Employee. The administrator shall have the right to return the Employee to their previous classification/position if the Employee is unable to perform the duties required.
 - 6) If an Employee is not selected through the above process, the Board of Education may fill the position with a newly hired Employee.
- G. Pursuant to the provisions of this section, when a vacancy is filled by a person with less seniority than those persons who an application for the same, the Board shall provide those persons with higher seniority the reasons therefore in writing. The employer must clearly demonstrate the superior qualifications necessary to perform the job. Said Employees, if not satisfied with the reasons given, may appeal same pursuant to the grievance procedure provided for therein through Step 3 thereof.
- H. If an Employee is transferred administratively to another position, their current hourly rate or the hourly rate of the new position, whichever is higher, will be maintained until the new positions pay rate raises to their current pay rate. This will keep from having a pay reduction occur.
- I. The Board of Education shall employ all staff members of the Genoa Area School District. In making appointments, current Employees of the Board of Education shall be solicited before new Employees are appointed.
- J. Substitute Employees do not accumulate seniority time.
- K. The Board of Education shall provide a bulletin board in each building for job postings and OAPSE Local #462 business. The location shall be in a mutually

agreed upon area. Upkeep of the bulletin board shall be the responsibility of the Union.

- L. Employees shall not be granted contracts for more than one classification if regularly scheduled working hours exceed eight (8) hours per day or forty (40) hours per week.
- M. A newly hired employee must hold their position for sixty (60) working days or more before they can bid on another position within their current classification. In the event all classification bidding and district bidding has been exhausted then the newly hired employee may bid on vacant position prior to the District hiring an outside candidate.

SECTION 22 - OVERTIME

The standard workweek shall be Monday through Friday. Saturdays and Sundays shall be paid at time and one-half regular pay for all Employees on the standard workweek.

All hours worked in excess of eight (8) hours per day, forty (40) hours per week shall be paid at time and one-half regular pay, or, if noted on timesheet, can be taken later as compensatory time off at one and one-half hours for each hour of overtime worked.

The over eight (8) hour provision above does not apply to Bus Drivers.

The time for which an Employee is compensated for leave but does not actually work should be counted as "hours worked" for the purpose of determining eligibility for overtime. Compensatory time - at a rate of one and one-half (1 1/2) hours for every hour of overtime worked in lieu of overtime pay is permissible when mutually agreed by the Supervisor and Employee within a reasonable period of time after the Employee requests to use compensatory time, if the use does not unduly disrupt operations. Must use by June 30th of each year. Stipulations are:

- 1) There will be no carryover accumulation.
- 2) All such must be documented on Board of Education forms showing when overtime was approved by the Supervisor and when it was used.
- 3) When used, compensatory hours do not count as hours worked when calculating overtime compensation.

Compensatory time off is optional and the Employee always has the right to the appropriate cash payment when overtime is worked. An Employee choosing to use compensatory time off must indicate on his/her time sheet that intent when the overtime is worked.

An Employee who desires to work on a voluntary basis in a job classification, which is not their regular classification, shall be allowed to do so. If this individual works, greater than eight (8) hours per day or forty (40) hours per week the effective rate shall be two-thirds (2/3) of the regular rate for that classification. The Employee shall remain at their appropriate step pay when determining the rate. If an Employee works in his/her own pay classification or if assigned by administration then he/she shall receive pay at the regular rate.

SECTION 23 - SICK LEAVE

Each Employee shall be credited with one and one-quarter (1¼) days of sick leave for each month up to fifteen (15) days per year. A total of two hundred fifteen (215) days may be accumulated. New Employees shall be granted five (5) days sick leave in advance, which will be a part of the total days that will be accumulated for the year (O.R.C. 124.38).

Sick Day computation is based on the expected number of daily hours an Employee is scheduled to work. For example: if an Employee is scheduled to work six (6) hours per day he/she would receive six (6) hours of sick day credit or pay. This would also apply to personal days, professional days and vacation days.

- A. Sick leave may be used for personal illness, pregnancy, injury or exposure to a contagious disease, which is communicable to others. The Employee must reflect the use of sick time on their time sheet. If medical attention is required, the Employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted if requested by the Employer.
- B. Sick leave may be used for illness or injury in the immediate family. The immediate family is defined as husband, wife, son, daughter, mother, father, in-laws (mother/father/son/daughter-in-law), grandchildren or other person residing in the Employee's household.
- C. Sick leave may be used because of death in the immediate family. If necessary, an Employee may use sick leave up to three (3) days per year for each death. The immediate family is defined as mother, father, son, daughter, husband, wife, sister, brother, parents of current spouse, grandmother, grandfather, grandchildren, in-laws (mother/father/son/daughter-in-law) or other person residing in the Employee's household. There will be a one (1) day limit for brother-in-law/sister-in-law. The Superintendent may grant additional days.

SECTION 24 – END OF EMPLOYMENT BENEFIT

Any Employee whose employment ends and has twelve (12) or more current, consecutive years of service in the Genoa Area School District will be paid, upon written application, thirty-three percent (33%) of the Employee's accumulated sick leave days up to a maximum of seventy (70)

days. Payment shall be calculated on the Employee's daily rate of base pay at the end of employment.

SECTION 25 - CALAMITY DAYS

Each Employee shall be entitled to five (5) calamity days. A calamity day is defined as a day when school is not held because of weather or other conditions as declared by the administration. An Employee's day is defined as the normal work hours the Employee would have worked that day. For example: if an Employee's standard workday was three (3) hours they would be compensated for the three (3) hours, which would be considered one (1) calamity day used. Any calamity days exceeding five (5) in a school year, Employees who work in a contract year less than twelve (12) months, shall be required to work on make-up days without additional compensation, unless the employee is required to work in which event the employee shall be paid when worked.

All ten (10) month Employees may with approval from their Supervisor, elect to take leave without pay or work at their regular rate of pay.

In emergencies, it may be necessary for the Superintendent or the Treasurer to require Employees to report on calamity days. In these cases, the Employee will be paid overtime for those hours worked except in the case where calamity days have been fully used. Employees shall not be paid for calamity days taken in excess of five (5).

SECTION 26 - LEAVE OF ABSENCE

The Board of Education may, upon request of the Employee, grant a leave of absence for sufficient reason and for a period of not more than two (2) years and without request may grant similar leave of absence for physical and mental disability. Any leave for physical or mental disability must be at the advice of a physician. During the time period specified on the leave of absence, employment benefits and seniority are suspended. The person's name shall be kept on the payroll, so he/she is eligible for group insurance. The cost of the premium shall be borne by the Employee if the leave was requested by the Employee and by the Board of Education if the leave was requested by the Board of Education.

Upon expiration of the leave of absence, approved by the Board of Education, for a set period of time. An Employee of the Genoa Area Board of Education shall have ten (10) working days in which to report for work or request extension of leave.

SECTION 27 - ASSAULT LEAVE

Notwithstanding the provision of (*O.R.C.3319.141*), the Employer will grant assault leave to cover Employees absent due to physical disability resulting from assault under the following conditions:

- A. Any non-teaching school Employee who must be absent from his/her duties due to physical disability resulting from an assault by a student or the parent or legal guardian of a student of the school system, which occurs in the course of an Employee's Board of Education employment, on or off school premises, before, during or after school hours, will be paid his/her full scheduled compensation for a maximum period of twenty (20) days, unless extended by approval of the administration or the Board of Education. If permanently disabled, the Employee must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave."
- B. Before assault leave can be approved, the Employee shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, and the cause thereof, including the location and the time of the assault, name and address of each victim of the assault unless physically impossible to do so. If medical attention is required or sought, the Employee shall also furnish to the Superintendent, a statement of the nature of the disability and its duration, which has been signed by a physician, licensed in the State of Ohio.
- C. Falsification of either the written, signed statement of the events or circumstances surrounding the assault, or the physicians statement, shall be grounds for suspension or termination of employment under (*O.R.C. 3319.16*).
- D. Assault leave, which is approved by the Superintendent and the Board of Education, shall not be charged against sick leave earned or earnable by the Employee or leave granted under regulations adopted by the Board, pursuant to (*O.R.C. 3319.08*) or any other leave to which the Employee is entitled. Assault leave benefits shall not be paid if Workers' Compensation benefits are paid to the Employee. In order to qualify for this leave the Employee must cooperate fully with the appropriate authorities in the prosecution of the individual.

SECTION 28 - PAY DAYS

All working Employees will be paid on a bi-weekly basis. All Employees must participate in the direct deposit payroll system.

Employees are responsible for getting time sheets and trip tickets to their Supervisors office at the close of the workday on Friday at the end of each pay period. Exception to the above shall be Saturday trips following pay period ending and they shall be turned in by 9:00 a.m. Monday.

Any nine (9) month school Employee who is being paid on a nine (9) month basis who desires year round pay twenty six (26) shall indicate so by June 15th of each year at the time they execute their contract. The Treasurer's office shall

prepare an estimate of contract value (*contracted hours' time rate*) and divide it over twenty six (26) pays. Any adjustments for over or under hours will be made prior to the end of the contract.

The requirement to provide an annual salary notice is waived. The Treasurer's office shall maintain the current salary schedule on file. A copy of the schedule will be provided upon request to the Treasurer.

A Step Pay Schedule can be found at the back of this contract book.

SECTION 29 - VACATION

Each classified 12-month Employee shall be entitled to vacation leave with full pay for two (2) calendar weeks, excluding legal holidays. Employees continuing in the employment of the Board of Education for seven (7) or more years shall be entitled to vacation leave with full pay for three (3) calendar weeks, excluding holidays and Employees continuing for fifteen (15) or more years shall be entitled to vacation leave with full pay for four (4) calendar weeks, excluding holidays.

For the purposes of vacation days, employment time shall be calculated from the date the Employee accepted a position in which it was possible to accrue vacation days. Vacation time shall accrue from the first hour of employment and may be used during the first year on a pro-rated basis. Employees are encouraged to use their full vacation annually. However, Employees may carry over any unused vacation not to exceed ten (10) days annually. An Employee may redeem unused carry over vacation days by submitting a request in writing to the Treasurer. Reimbursement will be at the Employee's current rate of pay at the time of the request. The provision begins July 1st, 2001 and does not affect unused vacation days held by Employees as of the beginning date. Those days are, however, subject to redemption.

SECTION 30 - HOLIDAYS

All regular non-teaching school Employees employed on an eleven (11)/twelve (12) month basis, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of the following holidays for which they shall be paid their regular salary or their regular rate of pay, provided each such Employee accrued earnings on his/her next preceding and his/her next following scheduled workdays before and after such holiday or was properly excused from attendance at work on either or both of those days:

New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day of each year. Employees working on Christmas Eve or New Year's Eve shall be scheduled to work on the first (1st) shift on those days.

All regular non-teaching school Employees employed on a nine (9)/ten (10) month basis, whether salaried or compensated on an hourly or per diem basis are entitled to a minimum of the following holidays for which they shall be paid their regular salary or their regular rate of pay,

provided each such Employee accrued earnings on his/her next preceding and next following scheduled workdays before and after such holiday or was properly excused from attendance at work on either or both of those days: New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day of each year.

Regular non-teaching school Employees employed less than nine (9) months shall be entitled to a minimum of those holidays enumerated in this section, which fall during the Employee's time of employment. If Memorial Day is not in the regular school year calendar, a nine (9) month Employee will receive one (1) day holiday pay in their last check.

SECTION 31 – HOSPITALIZATION/MEDICAL INSURANCE

The Board of Education will pay eighty percent (80%) cost of medical and dental insurance for all forty (40) hours per week Employees.

The Board of Education shall pay seventy five percent (75%) cost of medical and dental insurance for all twenty-five (25) to thirty-nine (39) hours per week Employees.

The Board of Education shall pay fifty percent (50%) cost of medical and dental insurance for all twenty (20) hour to twenty-four (24) hours per week Employees.

Nineteen (19) hours or less - no benefits provided by the Board of Education. Employees may take insurance but pay total cost themselves.

The Board of Education will not pay its share of medical and dental insurance for any Employee on unpaid leave.

The Board of Education agrees to provide the Option Five (5) Health Plan and Prescription Plan benefits according to the percentages of premium in Section 31 of the Master Agreement per District membership in the SanOtt Consortium.

The Employee shall have the availability to purchase other SanOtt Consortium plans (Options 6 and 7, currently) at his/her discretion. The cost difference between the Option Five (5) premium and the plan selected will be at the expense of the Employee. The Board shall have the discretion to make deposits to health savings accounts for employees choosing Options 6 or 7.

All biometric testing conducted in the Wellness Plan (body mass index, glucose, blood pressure, nicotine and cholesterol) will be provided at no cost to the employee. In the event an employee refuses to participate in the Wellness Plan (to include biometric testing and health risk assessment), the employee's percentage contribution for the cost of health insurance shall be as provided in accordance with the table above plus 30 percent (30%). In the event the employee's spouse does not participate in the Wellness Plan, there will be no such increase in the contribution, and the spouse shall be assigned a score of zero for the biometric testing, which score will then be averaged with the employee's score.

A Dental Plan will be provided through SanOtt Consortium. The same premium-sharing ratio shall be the same as for the medical insurance premiums as outlined in Section 31 above.

The Board of Education shall provide each Employee twenty thousand dollars (\$20,000.00) in group term life insurance at Board of Education expense. The Board of Education will also make available a program through the existing life carrier to purchase additional term insurance at the Employee's expense.

The Board of Education retains the rights to enhance any of the above benefits throughout the life of this Agreement, provided it represents an improvement of benefit at no additional cost to the Employee.

It is the Employee's responsibility to notify the Treasurer's office, in writing, of any changes in status that might affect their insurance and/or cost.

SECTION 32 - PLACEMENT ON BOARD OF EDUCATION AGENDA

Board of Education meetings are open to the public and people are given the right to comment. Business that involves OAPSE Local #462 shall be placed on the agenda provided the business has been taken through normal administrative channels and a ten (10) day notice to the Board of Education meeting is given to the Superintendent.

A copy of all Board of Education agendas shall be made available to the OAPSE Local #462 President twenty four (24) hours prior to Board of Education meetings.

SECTION 33 - NEGOTIATIONS AGREEMENT PAMPHLET

Copies of this Agreement shall be typed and printed by OAPSE Local #462, at the expense of the Board of Education after Agreement on format. This will be done as soon as practical after the Agreement is signed. The Agreement shall be presented to all persons currently employed or hereafter employed or shown to prospective Employees. The number of copies to be printed shall be confined to one point five (1.5) times the current number of non-teaching school Employees. One-half (1/2) of surplus copies shall be given to each party. Either party at their own expense may order additional copies.

SECTION 34 - BUS DRIVERS

Job related meetings shall be paid at the regular rate of pay.

Bus Drivers shall be compensated for their time when called in by a principal or Supervisor for parent, principal, Bus Driver conference. They shall be compensated for at least one-half (1/2) hour regular pay, additional actual time as approved by the principal or Supervisor.

Co-curricular/field trip pay shall be eighty percent (80%) of the Bus Driver Step one (1) rate. Co-curricular/field trip minimum pay shall be two (2) hours for trips off the Genoa campus and one (1) hour for trips on the Genoa campus. Any person certified as a school Bus Driver may drive co-curricular/field trip runs where a school bus is used.

Bus Operations

- 1) The administration shall assign Drivers and buses to each route. The Bus Driver may change routes if a vacancy occurs and it is agreeable with the administration. When a vacancy occurs, if no regular Bus Driver is interested in changing routes and is approved by the administration, a new Bus Driver shall be employed by the Board of Education.
- 2) All routes shall be timed during the second (2nd) and third (3rd) week of the fall school term. A flat time rate shall be set for each route.
- 3) If the Bus Driver is dissatisfied with the flat time rate for his/her route, the Bus Driver may appeal the same to the transportation Supervisor and said person or his/her designated representative shall retime the route with the Bus Driver present and if the Bus Driver chooses he/she may have his/her OAPSE Local #462 representative present at the time.
- 4) The allowance of a maximum of one hundred fifty (150) minutes per five (5) day worked week shall be granted for bus cleaning, checking, warm up, gassing and miscellaneous duties. This time shall be calculated on days worked only and will not be paid on holidays, calamity days or on days when the time is not actually used. Verification for the time used shall be made on each payroll time sheet for each day.
- 5) Bus Drivers may choose to be paid on a nine (9) month or twelve (12) month basis.
- 6) When a route is increased by thirty (30) minutes or more, the route with that flat time rate shall be posted for bid.
- 7) All shuttles, including midday runs shall be posted for bid if not a direct continuation of a regular route.
- 8) Regular Bus Drivers shall be offered middle of the day runs (*lunch, gym, OWE, etc.*) first when the regular Bus Driver is absent. This shall be administered on a seniority basis.
- 9) Bus Drivers will wash their buses on a bi-weekly basis (*weather permitting*). If a Bus Driver cannot or does not wish to wash their own bus, it is their responsibility to find another Bus Driver to wash that bus. The rate of pay shall be seventeen dollars fifty cents (\$17.50). This washing system applies only to the school year.

Regular Bus Drivers desiring extra trips must report to the bus garage on Thursdays, fifteen (15) minutes after the elementary school start time or as announced by the transportation Supervisor. A Bus Driver who fails to report passes for that week only and does not forfeit his/her right to bid the following week. They shall remain in order on the seniority list. (*Only exceptions:* if Bus Driver is on school business or Union business, or working in another capacity at school). Then he/she shall either leave in writing or be called on the radio about a trip wanted in that bidding week. Bus Mechanics who substitute as Bus Drivers shall be included in the extra trip selection, and shall be placed at the appropriate place on the regular Bus Driver seniority list.

If additional trips are scheduled after Thursdays meeting, they shall be given out starting with the top of the seniority list, in order of seniority, and shall not affect the rotation for the following week.

- A. Bus Drivers and Bus Mechanic may elect to take all day trips, three (3) times a year. An all day trip is defined as any extra trip that interferes with any part of the employee's daily bus route. Administration has the right to deny if the extra trip interferes with a second job held by bus driver and a substitute cannot be found.
- 1) When a Bus Driver has used their three (3) all day trips, they may bid additional all day trips on the second time around the trip list.

No Bus Driver shall bid any trip that interferes with their regularly scheduled assigned work except as stated above.

- B. A list of co-curricular/field trips for the following week shall be posted.
- C. A list of all regular Bus Drivers shall be made placing the Bus Driver with the most seniority as number one (1) on the list.
- D. Trips shall be assigned according to the seniority list with rotation from the most senior to the least senior Employee. When the trip list is exhausted, rotation shall again start with the Employee on the list with the most seniority.
- E. Bus Drivers will select a maximum of one (1) co-curricular/field trip each time their name appears at the top of the rotation list.
- F. Van Drivers (CDL not required) shall be paid ninety percent (90%) of the Bus Driver rate, based upon years of service. Bus Drivers who are assigned or bid to drive vans on a limited basis shall be paid at the Bus Driver rate. Bus Drivers who bid to take an established, previously approved van route shall be hired and compensated as Van Drivers.

- G. Substitute Bus Drivers shall be assigned to take co-curricular/field trips that cannot be taken by regular Bus Driver.
- H. Any Bus Driver wishing to cancel an extra trip must have the prior approval of the transportation Supervisor. The transportation Supervisor will then reassign the trip starting with the person on the seniority list immediately following the person turning in the trip who is available to take the trip. In the event a Bus Driver cancels a trip, except when ill, they waive their right to select a trip the following week.
- I. In the event that an extra trip is cancelled, that Bus Drivers name shall be number one (1) on the list to select a trip for the following week or for the following two (2) weeks if the trip is canceled due to weather related conditions, and no trips are available in the first following week. After that selection, the rotation shall return to the Bus Driver who was number one (1) on the list prior to the cancellation of trip.
- J. The District and the Union shall negotiate any co-curricular trips where a charter bus may be used. Not to exceed three (3) times annually. When a charter bus is used for co-curricular trips, a school Bus Driver shall make the trip to transport students to the event.

Bus Drivers License Requirements and Expenses

- 1) Replacement CDL license cost will be paid by the Board of Education as is required by the State of Ohio BMV. The cost to the Board of Education is not to exceed forty dollars (\$40.00) per license per Bus Driver per year.
- 2) In-service and training will be given to Bus Drivers to get retested under the new laws. Fees and charges, including abstract, physical, and testing will be paid by the Board of Education.
- 3) The driving position of any current Bus Driver, who fails to pass a State CDL and loses their license, will be held open for that Bus Driver until that Bus Driver can be retested. If the Bus Driver fails to qualify within sixty (60) days, the position will be declared vacant and a replacement Bus Driver employed. This section does not apply to any bus driving requirement except for the CDL.

Bus Driver Drug and Alcohol Testing

When required by law the Board of Education shall bear the cost of random, reasonable, suspicious and post-accident drug and alcohol testing, tests shall be the applicant or Employee's responsibility. The Bus Driver will be reimbursed at the current IRS mileage reimbursement rate to and from the testing site. Bus drivers required to be tested will be compensated at their regular rate of pay (*maximum two (2) hours*) for time involved in testing.

Recertification of Bus Drivers

In the event the State passes law mandating recertification of Bus Drivers, the Board of Education shall negotiate with the Union ninety (90) days before enactment of said law.

New Bus Drivers

Newly-hired Bus Drivers shall receive payment for Bus Driver training after completing sixty (60) days of employment with the District, which shall consist of payment at the substitute driver rate for hours spent in training.

SECTION 35 – COOKS

- A. Cooks shall qualify for extra duties, rotating within each building, on a seniority basis. Where there is an extended absence of an Employee rotation shall be based on seniority within each building.
- B. Time and one-half shall be paid for Saturday, Sunday and co-curricular activity.
- C. When there is a position open with more hours than a regular Cook, before calling a substitute, this position should be offered to the contracted Cooks first. Cooks shall be rotated by seniority so that everyone may be granted the opportunity to work more hours if they wish.
- D. Cashiers shall not move up when substitutes are needed for the Cook position in the Food Service classification.
- E. All Head Cooks shall receive one (1) professional day to attend job related meetings (*i.e. food shows, etc.*).
- F. When commercial equipment in the kitchens are used for any activity outside of the normal scheduled hours, (Saturday-Sunday) a minimum of one (1) cafeteria Employee shall be on duty to assist the activity sponsor and perform all needed work duties. Said Employee shall be paid time and a half.

SECTION 36 – MAINTENANCE/CUSTODIANS

- A. Emergency calls shall be paid from the time the Employee leaves his/her house to the time he/she returns.
- B. Overtime and extra work shall be by rotating seniority in each building first, then by system wide seniority rotation.

- C. Custodians making weekend building checks shall be paid at the rate of time and one-half their regular rate of pay for each building requiring a minimum of one (1) hour per day check, and shall receive sick and personal leave for this assignment. Employees who are assigned to perform weekend building checks may use sick or personal leave in circumstances in which they are otherwise entitled to do so.
- D. A rate of fifty cents (\$.50) per hour will be paid to a Custodial Employee for Maintenance projects that have the prior approval of the Superintendent.
- E. In the event the Maintenance person or Mechanic are off for an extended period of time, the Board of Education may elect a qualified Custodial Employee to fill the job for experience sake at one dollar (\$1.00) per hour less their pay step at the Maintenance or Mechanic rate, beginning immediately.
- F. The District shall provide one hundred dollars (\$100.00) per person allowance every year to the Head of Maintenance, Bus Mechanic, Head Custodian, and Custodians for the purchase of steel toed safety shoes. Reimbursement will be made when receipt is presented to the Treasurer's office.
- G. When school facilities are used for outside normally scheduled hours for activities involving more than fifty (50) persons, the building principal and Head Custodian shall discuss the need for custodial services. In the event they are unable to reach consensus on this issue, the matter will be referred to the Superintendent for resolution.

SECTION 37 - SPECIAL EDUCATION AIDES

- A. If the Special Education units are transferred to the Educational Service Center or come under the Educational Service Centers control, the Aides shall remain on the Genoa Area Schools salary schedule and may retain/become members in OAPSE Local #462.
- B. Para Educators/Aides will be reimbursed for renewal of Aide certificate.

SECTION 38 - SECRETARIES

- A. The Board of Education retains the right to set hours.
- B. All Secretaries shall be given an unpaid uninterrupted lunch period. Secretaries may leave school grounds during this time period.
- C. All Secretaries shall work August 1 to June 30, excluding Thanksgiving break, Christmas break and Spring break, unless a teacher professional day is scheduled.

- D. Salary for EMIS shall be paid at seventy five cents (.75) per hour for management of District student/teacher data information.
- E. On two (2) hour delays, Secretaries will have the option to report on time or wait the delay out. These two (2) hours are without pay.
- F. In administrating medication the following persons shall be responsible in this order: *parent, school nurse, Para Educator, administrator and Secretary*. Board of Education policy and procedures shall be adhered to at all times in the administration of medication. The Board of Education maintains all liability and responsibility for the administration and dispensing of medication.

SECTION 39 - SATURDAY SCHOOL MONITOR

The Saturday School program shall provide for a monitor to supervise appropriate activities for students so assigned.

SECTION 40 - WORKERS' COMPENSATION

All Employees of the Genoa Area Board of Education are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of, or arising out of, their employment. Any injury incurred while performing assigned responsibilities shall be immediately reported to the injured Employee's Supervisor and an application will be filed with the Bureau of Workers' Compensation.

SECTION 41 - EMPLOYEE ABSENCE

When absence can be anticipated, the Employee shall notify the appropriate supervisor or head employee* as soon as possible. Bus Drivers shall continue the practice of notifying the Bus Mechanic or in his absence the Transportation Supervisor. The Substitute Procedure listed in Exhibit A of this Agreement shall be utilized for all absences.

- *Food Service ⇒ Head Cook
- Maintenance ⇒ Head Custodian
- Secretarial ⇒ Principal
- Para Educator/Aide ⇒ Principal

SECTION 42 - REPORTING PROCEDURE

Absence information shall be included on the Employee's time sheet. The Employee is responsible for filing any forms that are necessary and required for absences requiring prior

approval. The absences requiring prior approval are when absences can be reasonably anticipated, such as vacation, professional leave, OAPSE Local #462 leave and leaves of absence.

SECTION 43 - JURY LEAVE

Employees who are requested to perform jury duty will be considered as being in attendance and shall suffer no loss of salary, benefits or other contractual advantage as a result of such leave.

SECTION 44 - SALARY SCHEDULE PLACEMENT

For the purpose of placement on the salary schedule, July 1st shall be used as the anniversary date.

All new Employees shall be placed at Step one (1) in the position in which they are employed. Current Employees who hold one position and switch to another position will retain District seniority in regards to placement on wage steps in the new category. Current Employees adding a second (2nd) position shall be placed at Step one (1) in that position. A workday is defined as working the actual number of hours assigned to the position in the building assignment.

SECTION 45 - TIME OFF - NO PAY

There are extenuating circumstances when an Employee prefers to take time off from the job and receive a pay dock.

With the prior approval of the Board of Education or Superintendent, an Employee may be granted up to five (5) workdays unpaid leave per year. For the purposes of this section, a workday is defined as the normal total time worked in a twenty four (24) hour period. No one-half (1/2) or one-quarter (1/4) days will be granted.

SECTION 46 - TERM OF AGREEMENT

This Agreement shall be in full force and effective from July 1, 2015 to and including June 30, 2018 and shall continue from year to year thereafter unless written notice of desire to terminate or modify the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

SECTION 47 - PERFECT ATTENDANCE

Employees who have had perfect attendance during the school year shall receive a cash payment of two hundred dollars (\$200.00) at the end of the school year.

Perfect attendance is defined as not being absent because of illness, not taking leaves or using emergency days as listed in Articles 13, 25, 27 or 43.

SECTION 48 - JOB RELATED MEETINGS

Job required meetings shall be paid at their regular rate of pay.

SECTION 49 - OUTSIDE CONTRACT

The Board of Education agrees not to contract out present OAPSE Local #462 positions.

SECTION 50 - REPLACEMENT CONTRACT

- A. When the Board of Education approves a leave of absence for a period of six (6) months or more, the Board of Education will post a "*Vacancy for Replacement Contract*" for the expected leave period. The person hired for such replacement position shall be granted full benefits of the Bargaining Unit. A person hired exclusively for the purpose of replacing a non-teaching school Employee while such Employee is on leave of absence, granted under (*O.R.C. 3319.13*) shall not be considered a regular non-teaching school Employee.
- B. Upon the return of an Employee from leave, the Board of Education may terminate the employment of a person hired for the purpose of replacing the returning Employee while he/she was on leave.
- C. If after the return of an Employee from leave, the person employed for the purpose of replacing an Employee on leave is continued in employment as a regular Employee, or if he/she is hired by the Board of Education as regular Employee within one (1) year after his/her employment as a replacement, he/she shall receive credit for his/her length of service with the Board of Education during such replacement.
- D. Replacement contract will be granted up to one (1) year only, renewable if the person on leave does not return.
- E. Bargaining Unit member who qualifies for a replacement contract is to be considered first (1st) with the right to return to his/her former position when the person on leave returns.
- F. In the case where an extended absence occurs but such absence does not qualify for a replacement contract. Bargaining Unit Employees shall be eligible to substitute in the District for regular Employees at a rate equal to ninety percent

(90%) of the first step of the current negotiated wage scale. The procedure for using Bargaining Unit Employees to substitute is more fully described in Exhibit A to this Agreement. When the absence exceeds forty-five (45) consecutive days the substitute shall be compensated from the forty-sixth (46th) day forward at a rate of pay equal to the first step in the appropriate category.

- G. If the Employee on leave of absence does not return to work due to disability, retirement, etc. the Employee on replacement contract will then go on to a regular contract for that job (*no further bidding is necessary*).

SECTION 51 - GROUNDSKEEPER

The Board of Education shall hire one (1) or two (2) individuals from the Bargaining Unit for mowing/groundskeeping as needed. Groundskeepers shall receive 4th of July holiday pay.

SECTION 52 - CDL LICENSE AND BCII CHECK

The Board of Education shall pay for CDL License and BCII Check for current Employees on a reimbursement basis. All new Employees must pay for the initial check and already have license or certificate to qualify for the job (*i.e. teacher aide, bus driver*).

SECTION 53 - USE OF WORKFARE LABOR

Prior to utilization of workfare workers in the school system, the Superintendent will meet and discuss any impact on the Bargaining Unit with the President of OAPSE Local #462.

No workfare worker will be used in a classification if there are Employees laid off in that classification.

SECTION 54 – PROFESSIONAL DEVELOPMENT

The Board of Education agrees to make available the amount of two thousand dollars (\$2,000) in each year of this contract for use by Employees for professional development. No Employee shall receive more than one hundred fifty dollars (\$150) per approved conference. These monies shall be distributed on a first (1st) come, first (1st) serve basis.

The following per diem rates shall be used for professional leave reimbursement:

Hotel/Motel	Maximum of \$100 per night
Breakfast	Maximum of \$6 per day
Lunch	Maximum of \$8 per day
Dinner	Maximum of \$15 per day

Receipts must be submitted for reimbursement and appropriate tax exempt forms used. The District shall not be responsible to reimburse any tax paid that is subject to exemption.

SECTION 55 – ENFORCING PUPIL BEHAVIORAL POLICIES

Bargaining Unit members shall receive mandatory orientation and training on pupil discipline, policies and job responsibilities each year for up to three (3) hours.

SECTION 56 - UNIFORMS

The District will provide seven (7) uniforms for Head of Maintenance, Bus Mechanic, Head Custodians, and Custodians. Two (2) replacements will be furnished annually. Other Employees shall be provided an allowance of one hundred dollars (\$100.00) annually, paid in the first (1st) pay of the school year, to purchase work clothing or equipment.

SECTION 57 - HIRING OF RETIRED EMPLOYEES

The parties agree to abide by the following terms and conditions relating to the reemployment of a bargaining unit member following such member's service retirement. Specifically, the parties agree that:

- A. The Board is under no obligation to employ any retired bargaining unit member and the parties hereto explicitly agree that there is no expectation of continued employment or reemployment when a bargaining unit member retires from the District. However, where a vacancy exists which the Board may fill with a qualified individual not already employed by the Board, it may consider the employment of retired employees.
- B. A "retired" bargaining unit member receiving health insurance benefits through SERS and who is employed or reemployed by the Board will agree to waive any and all right to health insurance coverage as a condition of employment (or reemployment) in addition to waiving eligibility for any opt-out amounts that might otherwise be payable for such coverage. The parties further agree that such bargaining unit members will be required to execute an appropriate waiver declining the Board's coverage and eligibility for an opt out, if any, upon such employment or reemployment.

To the extent that a retired bargaining unit member previously covered by SERS loses coverage through changes in SERS regulations, state law or through legal action, such bargaining unit member would immediately be eligible to participate in the Board's health insurance coverage (or opt out) on par with any other employee, notwithstanding the aforementioned waiver.

- C. Bargaining unit members returning to employment with the Board after retirement will be placed at step two (2) on the classified salary schedule upon such employment.
- D. Bargaining unit members employed by the Board after retirement shall be restricted to one (1) or two (2) year limited contracts of employment, which shall expire without notice to the employee or further action by the Board. Such retirees may be subsequently reemployed, but only under such one (1) or two (2) year limited contracts and without expectation of reemployment. Retirees are not eligible for continuing contract status, regardless of the number of limited contracts obtained following retirement.
- E. Bargaining unit members employed by the Board after retirement shall not accumulate seniority or years of service credit for any purpose under this Agreement (e.g., salary schedule movement, reduction in force, bidding on vacancies, etc.), and shall not have any right of recall in the event of a reduction in force pursuant to the provisions of this Agreement.
- F. Bargaining unit members employed by the Board after retirement shall accumulate and may use sick leave in accordance with the provisions of this Agreement, but there will be no severance pay available for retired bargaining unit members employed by the Board.
- G. The parties hereto expressly agree that this provision, including the health insurance waiver, contract terms and sequence and limitations set forth above, supersedes any inconsistent or contrary state or federal statute, law and/or regulation.

July 1, 2015

Ms. Rachel Morrow-Kaczorowski
Field Representative
OAPSE/AFSCME Local 4/AFL-CIO
1910 Indian Wood Circle, Suite 201
Maumee, Ohio 43537

Dear Ms. Morrow-Kaczorowski:

In the course of our negotiations to arrive at a successor labor agreement, there was discussion regarding cleaning functions in the kitchen in the MS/HS Building. As a result of those discussions, it was agreed that the District will continue to employ two (2) custodians specific to the kitchen for one-half (1/2) hour per day to clean the kitchen for at least the 2015-16 school year in the same manner as occurred during the period from January through June 2015.

Prior to the conclusion of the 2015-16 school year, the Superintendent and the President of OAPSE Local No. 462 shall meet and discuss in good faith the continued utilization of kitchen custodians and the general subject of cleaning the kitchen in the MS/HS Building. The results of that discussion shall then be reported to the Board of Education together with any recommendations that are mutually agreed.

**FOR GENOA AREA SCHOOL
DISTRICT BOARD OF EDUCATION**

Superintendent

We agree with the foregoing, this ____ day of _____, 2015.

**FOR OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES
OAPSE LOCAL #462**

Rachel Morrow-Kaczorowski

EXHIBIT A - SUBSTITUTE PROCEDURE

The following rules shall govern the utilization of Bargaining Unit Employees to serve as substitutes:

- 1) At the outset of each school year, the Union shall ask Employees in the Bargaining Unit to identify any positions/classifications in which they would be willing to be called as a substitute in the event of a vacancy.
- 2) If a vacancy exists in any Bargaining Unit position because of the absence of a regular Employee, the supervisor or head employee shall call from the Union substitute list to fill the vacancy. In the event no Union employees are available to perform the work, then the Supervisor may fill the vacancy with an external substitute.
- 3) An Employee may only take a substitute opportunity if it does not interfere with the Employee's current position assignment and hours.
- 4) The Employee serving as a substitute must complete a substitute time sheet. Turn time sheet into building principal when time is due in.

EXHIBIT B - WAGE SCHEDULE
GENOA AREA LOCAL SCHOOLS
Ohio Association of Public School Employees

<i>Percent increase</i>	2.00%	2.00%	2.00%	Sub Rates		Sub Rates		Sub Rates	
ParaEducator	2015-16	2016-17	2017-18	2015-16	Substitute(90%)	2016-17	Substitute(90%)	2017-18	Substitute(90%)
1st Year	10.72	10.93	11.15	9.65	Substitute(90%)	9.84	Substitute(90%)	10.04	Substitute(90%)
2nd Year	10.90	11.12	11.34						
3rd Year	11.35	11.58	11.81						
4th Year	12.80	13.06	13.32						
5th Year	14.25	14.53	14.83						
Bus Drivers									
1st Year	13.75	14.02	14.31	12.37	Substitute(90%)	12.62	Substitute(90%)	12.87	Substitute(90%)
2nd Year	14.06	14.34	14.62						
3rd Year	14.35	14.64	14.93						
4th Year	14.95	15.25	15.56						
5th Year	16.78	17.11	17.46						
Bus Maintenance									
1st Year	16.01	16.33	16.66	14.41	Substitute(90%)	14.70	Substitute(90%)	14.99	Substitute(90%)
2nd Year	16.73	17.06	17.40						
3rd Year	17.45	17.80	18.16						
4th Year	18.14	18.50	18.87						
5th Year	18.90	19.28	19.66						
Cashiers									
1st Year	11.12	11.34	11.57	10.01	Substitute(90%)	10.21	Substitute(90%)	10.41	Substitute(90%)
2nd Year	11.83	12.07	12.31						
3rd Year	12.31	12.56	12.81						
4th Year	12.92	13.18	13.45						
5th Year	14.37	14.66	14.95						
Van Driver									
1st Year	12.37	12.62	12.87	11.14	Substitute(90%)	11.36	Substitute(90%)	11.59	Substitute(90%)
2nd Year	12.65	12.90	13.16						
3rd Year	12.92	13.17	13.44						
4th Year	13.46	13.73	14.00						
5th Year	15.10	15.40	15.71						
Regular Cook									
1st Year	10.72	10.93	11.15	9.65	Substitute(90%)	9.84	Substitute(90%)	10.04	Substitute(90%)
2nd Year	11.03	11.25	11.47						
3rd Year	11.87	12.11	12.35						
4th Year	12.73	12.98	13.24						
5th Year	13.42	13.69	13.97						

Head Cook

1st Year	13.63	13.90	14.18	12.26	Substitute(90%)	12.51	Substitute(90%)	12.76	Substitute(90%)
2nd Year	13.77	14.05	14.33						
3rd Year	14.06	14.34	14.62						
4th Year	14.31	14.60	14.89						
5th Year	14.51	14.80	15.10						

Custodians

1st Year	13.75	14.02	14.31	12.37	Substitute(90%)	12.62	Substitute(90%)	12.87	Substitute(90%)
2nd Year	14.62	14.91	15.21						
3rd Year	14.83	15.13	15.43						
4th Year	15.01	15.31	15.62						
5th Year	15.63	15.94	16.26						

Head Custodian

1st Year	14.06	14.34	14.62	12.65	Substitute(90%)	12.90	Substitute(90%)	13.16	Substitute(90%)
2nd Year	14.88	15.18	15.48						
3rd Year	15.08	15.38	15.68						
4th Year	15.30	15.61	15.92						
5th Year	16.17	16.49	16.82						

Maintenance Supervisor

1st Year	17.30	17.65	18.00	15.57	Substitute(90%)	15.88	Substitute(90%)	16.20	Substitute(90%)
2nd Year	18.04	18.40	18.77						
3rd Year	18.74	19.11	19.49						
4th Year	19.48	19.87	20.27						
5th Year	20.20	20.60	21.01						

Special Education Aides

Saturday Monitor	18.97	19.35	19.74	17.07	Substitute(90%)	17.42	Substitute(90%)	17.76	Substitute(90%)
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Building Secretaries

1st Year	13.89	14.17	14.45	12.50	Substitute(90%)	12.75	Substitute(90%)	13.01	Substitute(90%)
2nd Year	14.00	14.28	14.57						
3rd Year	14.44	14.73	15.03						
4th Year	14.60	14.89	15.19						
5th Year	14.74	15.03	15.33						

Summer Mowing

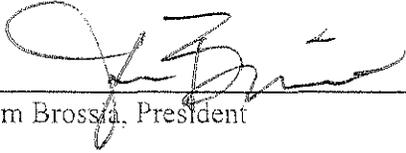
Summer Mowing	10.12	10.32	10.53	9.11	Substitute(90%)	9.29	Substitute(90%)	9.47	Substitute(90%)
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BUS AIDE

BUS AIDE	11.52	11.75	11.98	10.36	Substitute(90%)	10.57	Substitute(90%)	10.78	Substitute(90%)
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TERM of AGREEMENT SIGNATURE PAGE

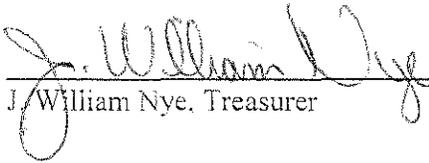
For the Genoa Area School District Board of Education:



Jim Brossa, President



Michael Ferguson, Superintendent



J. William Nye, Treasurer

For the Ohio Association of Public School Employees OAPSE Local #462:



Dave D'Clute, President



Rachel Morrow-Kaczorowski, OAPSE
District Representative



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____
CLASSIFICATION _____
WORK LOCATION _____ IMMEDIATE SUPERVISOR _____
TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the OAPSE Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE OAPSE REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES



GENOA AREA SCHOOLS SENIORITY LIST - OAPSE
(revised 02/18/2014 - based on original beginning hire date)

<u>HIRE DATE</u>	<u>PARA-ED/MONITORS</u>	02/22/99	Joan Nelson
		07/12/99	Sue Brown
08/18/97	Lisa Henricks		
08/18/97	Karen Henninger/Librarian		
06/15/98	Barb Goulet/Librarian		
08/16/99	Cathy Johnson	<u>HIRE DATE</u>	<u>CASHIER</u>
08/18/00	Debra Roe	05/02/91	Carolyn Kettinger
08/20/01	Laurie Parlette	10/16/00	Linda McGinnis
01/09/07	Jill Roberts	12/17/01	Pam Clark
4/20/10	Brenda Powell		
4/20/10	Kellie Keaton		
9/21/10	Mary Aim Kerchevall	<u>HIRE DATE</u>	<u>COOK</u>
12/21/10	Marisha Everett	08/06/85	Pam Lenning
10/22/13	Jamie Stahl	09/06/90	Kathy Truman
2/18/14	Kelley Theisen	09/24/92	Chris Hummel
		06/15/98	Pam Gruetter/Dishwasher
<u>HIRE DATE</u>	<u>MECHANIC</u>	06/21/99	Susan McGinnis
11/07/91	Doug Novotney	08/20/01	Josefina Lester
		4/17/07	Sue Adams
<u>HIRE DATE</u>	<u>MAINTENANCE</u>	9/21/10	Terri Otto/Dishwasher
07/01/86	Neil Opfer	12/21/10	Debbie Chapinski
		10/18/11	Terri Caraway/Head Cook
<u>HIRE DATE</u>	<u>CUSTODIAN</u>	8/21/12	Melissa Braddock
08/26/82	Karen Cousino		
09/01/88	James Sankiewiez		
10/04/90	Jeff Kruse	<u>HIRE DATE</u>	<u>BUS AIDE</u>
06/18/01	Tommy Luebke	11/18/08	Judy Rombach
04/20/10	Tom Giles		
09/20/11	Randy Dickinson		
08/13/13	Tim Bertok		
<u>HIRE DATE</u>	<u>BUS DRIVER</u>		
10/28/93	Lois Humberger		
06/15/98	Pam Gruetter		
10/16/00	Linda McGinnis		
11/27/00	Phyllis Ann		
12/17/01	Pam Clark		
08/19/02	Jennifer Isbell		
12/19/05	Dave D'Clute		
01/09/07	Jill Roberts		
08/14/07	Amy Schuchert		
08/22/08	Larry Blausey		
09/15/09	Terry Corneliu		
4/20/10	Kellie Keaton		
10/16/12	Beth Freyer		
09/17/2013	Sandy Minarik		
<u>HIRE DATE</u>	<u>SECRETARY</u>		
05/02/91	Carolyn Kettinger		
09/24/92	Linda Tracy		
08/17/98	Connie Winters		

OAPSE LOCAL #462 BID FORM

(Submit to appropriate administrator per bid posting)

Bid
Position _____

Position
Location _____

Bid
Classification _____

Name _____

Phone
Number _____

Current
Position _____

Current
Classification _____

Seniority
Date _____

Certificates/Experience you may have relative to this position

Signature _____ Date _____

SUMMER CONTACT FORM

In accordance with Section 21, Article E of the OAPSE Local #3462 contract Agreement, this is my request for the administration to contact me of all vacancies in the school District. Starting from June 1st to the first (1st) day of school.

Please contact me by one (1) of the following:

Mail: _____

(Address)

Telephone: _____

E-Mail: _____

Thank you.

