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NEGOTIATED AGREEMENT

BETWEEN THE

ASHLAND CITY BOARD OF EDUCATION

AND THE

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

LOCAL #233

EFFECTIVE JANUARY 1, 2016 THROUGH DECEMBER 31, 2020

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ARTICLE I – AGREEMENT BETWEEN THE PARTIES

The Ohio Association of Public School Employees, Local 233, hereinafter referred to as “Union,” and the Ashland City School District, hereinafter referred to as “Board,” agree that the implementation and operation of Civil Service Rules and Regulations will be as follows:

The Civil Service Rules and Regulations to be followed in the Ashland City School District will be those contained in Ohio Revised Code Section 124, except where modified by the strict construction of the Collective Bargaining Agreement between OAPSE and the Board.

ARTICLE II – MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities to operate and manage the school district. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this contract.

ARTICLE III – RECOGNITION

A. The Union is recognized as the sole and exclusive representative for all employees of the Board in the job classifications of the bargaining unit as set forth for the purpose of establishing rates of pay, wages, hours, and other terms and conditions of employment. The Union exclusive bargaining unit includes only the job departments listed below and the Board will not recognize any other Union or organization as the representative for any employees within such departments who are full-time and regular short-hour and regularly assigned to a schedule:

1. Printer
2. Cafeteria Workers
3. Custodial/Maintenance Employees
4. Secretarial Employees
5. Paraprofessionals
6. Transportation
7. Mail Clerk/Delivery Driver
8. Noon Paraprofessionals
9. Student Attendants

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

1. Supervisor of Buildings and Grounds
2. Supervisor of Transportation
3. Food Service Supervisor
4. Secretary to the Superintendent
5. Secretary to the Assistant Superintendent
6. Secretary to the Director of Educational Services.

7. Secretary to the Business Manager
8. EMIS Secretarial/Coordinator
9. Financial Analyst/Assistant to the Treasurer

C. Purpose of Contract

The term “employee” or “employees” where used herein refers to all employees in the bargaining unit. The purpose of this contract is to provide a fair and responsible method of enabling employees covered by this contract to participate through Union representation in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between parties.

ARTICLE IV – NEGOTIATING PROCEDURES

A. Scope of Negotiations

This recognition constitutes an agreement between the Union and the Board in an attempt to reach mutual understanding and agreement in matters relating to salaries, hours, working conditions and other matters of economic concern.

B. Directing Requests

Requests for negotiations may be initiated by the Union or the Board in the fourth month prior to the expiration of the contract (currently the month of September). Such requests shall be made to the Superintendent or designee, or to the Union president. Upon written request by either party for a meeting to open negotiations, a mutually acceptable meeting date shall be scheduled. During this initial meeting, parties shall submit in writing their proposals, and thereafter, additional items shall not be submitted by either party unless the other party consents thereto.

C. Negotiation Meetings

1. Following the initial meeting as described in paragraph B above, such additional meetings shall be held, as the parties require, to reach an agreement on the issue(s), or until an impasse is declared by either party.
2. Meetings shall be scheduled with the least interruption of school schedules; however, if meetings on duty hours are deemed urgent by the Board, Union members of the team may be released from school duties without loss of pay to attend meetings. Negotiation meetings shall be in executive session unless mutually agreed otherwise by both parties.

D. Negotiation Teams

1. The designated representative(s) of the Board shall meet with the designated representative(s) of the Union for the purpose of discussion and reaching mutually satisfactory agreement. Both parties shall negotiate in good faith and should strive to reach mutually satisfactory agreements at the earliest possible date.

2. The Board and the Union shall be represented at all negotiations meetings by a team of negotiators not to exceed six (6) school employees or officials from different departments, not including a designated outside consultant, if needed. Neither party shall have control over the selection of the team representative from within or outside the school district. While no final Agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counterproposals and tentative agreement on each issue. The local President will represent his/her own department.

E. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. One consultant may be used by each of the parties in any negotiations meetings.

F. News Release

While discussions are in process, all news releases shall be mutually prepared and agreed upon by both parties. Upon the declaration of an impasse by either party it shall be provided the other party at least twenty-four (24) hours before release to the news media.

G. Information

The Board and the Union agree to furnish to each other upon request and in a reasonable time, both prior to and during negotiations, all routine and regularly prepared information concerning the issue(s) under consideration.

H. Negotiation Sessions

Unless mutually agreed, bargaining sessions shall not exceed two hours in length.

I. Agreement

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

J. Responsibilities

The parties pledge themselves to negotiate in good faith and, in the event of failure to reach agreement, to utilize in good faith agreed upon impasse procedures.

K. Impasse (Dispute Resolution Procedure)

1. In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option to declare an impasse.
2. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the positions of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiations issues.
3. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
4. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.
5. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
6. The mediator has no authority to bind either party to any agreements.

L. Copies of Negotiated Agreement

The Collective Bargaining Agreement shall be made available online to all employees via the district website. Further, all employees may access the CBA on district computers during regular business hours and all other reasonable times. Employees may print individual copies of the CBA at their own or OAPSE expense using district copiers or printers.

ARTICLE V – GRIEVANCE PROCEDURE

A. Definitions

A grievance is a complaint involving the alleged violation, misrepresentation, or misapplication of the Negotiated Agreement between the Union and the Board of Education. An aggrieved person is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. The failure of the grieved person to proceed to the next level within the limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. The failure to reemploy or termination of services of probationary employees shall not be made the subject of grievance procedure.
3. The time limits set forth herein may be reduced by mutual consent so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
4. Full Disclosure Agreement

Both the Union and the Board agree to provide the other party with any relevant evidence regarding the grievance including evidence of past practice and questions of arbitrability. All available evidence accumulated prior to each step of the grievance process shall be presented at that level. Any evidence not presented at least fifteen (15) calendar days prior to the arbitration hearing cannot be introduced as evidence in the arbitration hearing.

D. Informal Procedure

An employee with a grievance shall first discuss it directly with his/her immediate supervisor or principal, depending upon the problem, with the objective of resolving the matter informally. The employee must notify his/her immediate supervisor/principal within 5 business days of the infraction/event. The employee will identify (to the best of their ability) the specific article and section of the collective bargaining agreement, and/or past practice that is allegedly violated, misinterpreted or misapplied.

E. Formal Procedure

1. Step 1 - School Principal or Immediate Supervisor

If an aggrieved person is not satisfied with the disposition of his/her problem through the informal procedure, he/she may submit his claim as a formal grievance in writing to his immediate supervisor on the approved grievance form. The Union stewards, solely with the aggrieved employee or employees, shall present the grievance in writing to the employee's supervisor and/or school principal within fifteen (15) working days of the informal meeting. The grievance form shall set forth the complete details of the grievance including any past practices, and the facts upon which it is based, the paragraphs of the Master Agreement allegedly

violated to the best of their ability, including the specific article and section that is allegedly violated, misinterpreted or misapplied the approximate time of occurrence and the relief or remedy requested. It shall then be dated, signed by the employee(s) and the steward. The supervisor and/or the school principal shall attempt to adjust the grievance with the employee(s) and the steward. Within ten (10) working days after the presentation of the grievance the supervisor and/or school principal will give a written answer to the steward or grievance chairman. The answer shall set forth all the details relative to the settlement, if any, reached between the parties. Agreement shall be noted by both parties in writing on the grievance form. In the event the grievance is not resolved, the answer shall set forth the reason or reasons for the denial of the grievance.

2. **Step 2 Business Manager**

If the grievance is not satisfactorily settled at Step 1, it shall be presented in writing to the Business Manager or designee by the Union president within ten (10) working days after the receipt of the Step 1 answer. Within ten (10) working days thereafter the Business Manager or designee shall meet with the Union president and/or his designee together with the aggrieved person(s) in an attempt to adjust the grievance. Within ten (10) working days thereafter the Business Manager or designee shall give a written response as defined in Step 1 to the Union president and the aggrieved person(s).

3. **Step 3 Superintendent**

If the grievance is not satisfactorily settled at Step 2, it shall be presented in writing to the Superintendent or designee by the Union president within ten (10) working days after the receipt of the Step 2 answer. Within ten (10) working days thereafter the Superintendent or designee shall meet with the Union president and/or his designee together with the aggrieved person(s) in an attempt to adjust the grievance. Within ten (10) working days thereafter the Superintendent or designee shall give a written response as defined in Step 2 to the Union president and the aggrieved person(s).

After a decision is rendered at step three (3), both parties may, (upon mutual consent and in writing) request grievance mediation through the Federal Mediation and Conciliation Service (FMCS). Timelines shall be suspended and shall not resume until the day following mediation if resolution is not reached.

4. **Step 4 Board**

If the grievance is not satisfactorily settled at Step 3 it shall be presented to the Treasurer of the Ashland City School District in writing within ten (10) working days. Step 3 will be heard by the Ashland City Board of Education. The grievance will be heard in Executive Session at the next regularly scheduled Board meeting following receipt of the Union president's request for a Step 3 grievance hearing. The grieved employee shall be represented by his steward, the Union president, and

one non-employee representative. He/she may also call necessary witnesses. The decision of the grievance at Step 3 shall be rendered by the Board within ten (10) working days following the hearing.

5. Step 5 Arbitration

If the grievant is not satisfied with the disposition of the grievance by the Board at Step Four (4) and the Union Executive Committee has investigated the grievance situation and has determined that the grievance has merit, the grievant may request a hearing before an arbitrator by completing Grievance Report Form, Step Five (5). The grievant's request for arbitration shall be made within ten (10) workdays following the receipt of the disposition of the grievance in Level Four (4). The grievant's request for arbitration shall be by certified mail, with return receipt requested, to the Treasurer of the Board. Within ten (10) workdays following receipt of the grievant's request for arbitration by the Treasurer, the Board or its designated representative and the grievant or his/her representative shall mutually petition the Federal Mediation and Conciliation Service (FMCS) to provide a list of arbitrators to be selected using the alternate strike procedure. Either party shall have the right to request a second list of arbitrators. Once the arbitrator has been selected he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall limit his/her decision to the application cited in the grievance. The arbitrator will render a decision as soon as possible after the hearing and such decision will be binding on the parties. The cost of the arbitrator will be paid by the Board if the decision is in favor of the grievant. If the decision is in favor of the Board, the Union will pay the costs. If the decision favors both sides, the cost of arbitration will be divided equally between both parties.

F. Rights of Employees to Representation

1. No reprisals or discriminatory action of any kind shall be taken by the Board or Union or by any agents of the Board or Union against any party in interest, any Union representative, any member of the Union Executive Committee, or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of this grievance procedure by a person of his own choosing, except that he/she may not be represented by an officer or agent of any employee organization other than OAPSE, Local #233, or associations with which it is affiliated.

G. Miscellaneous

1. If, in the judgment of the Union Executive Committee, a grievance affects a group or class of employees, the Committee may submit such grievance in writing to the Superintendent or designee directly and the processing of such grievance shall be commenced at Step 2.

2. Decisions rendered at Steps 1, 2, 3 and 4 of the grievance procedure shall be in writing setting forth the decision and the reasons. This material shall be promptly transmitted to all parties in interest and to the President of the Union.
3. Time limits set forth in the grievance procedures may be extended by mutual agreement of the Board and the Union. Working days as used herein shall not include Saturdays, Sundays, or paid holidays.
4. In any instance a grievance shall be deemed waived unless the grievance procedure is commenced within thirty (30) calendar days after the act or condition which gave cause to the grievance is known or should have been known.

H. Stewards

Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as “stewards.” Each steward will have an alternate who shall act as steward when the regular steward is absent from work. The Board shall recognize one steward for the bus drivers, one steward for the cafeteria workers, one steward for the custodial/maintenance employees, one steward for secretarial employees, and one steward for paraprofessionals. All functions of the stewards’ offices will be conducted outside of their regularly scheduled work hours, except when a suspension or grievance hearing is scheduled during said work. The Union president shall annually notify the Superintendent in writing by June 1 of the names of all Union stewards and the departments they represent.

ARTICLE VI – UNION DUES DEDUCTION

- A. All employees covered by this Agreement, who fail voluntarily to acquire or maintain membership in the Union, shall be required as a condition of employment on or after the probationary period provided in this Agreement or sixty (60) days following the beginning of employment, whichever is less, or the effective date of this Agreement, whichever is later, to pay to the Union a fair share fee, which shall not exceed the dues paid by members of the Union who are in the bargaining unit covered by this Agreement; provided that any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under sections 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the Union State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject such employee to the same sanctions as would nonpayment of Union dues under the Agreement.
- B. The Union shall forward to the Treasurer by September 1 each year the amount to be deducted for that year if changed from previous year.

- C. Dues deduction shall be made in equal installments and shall begin with the second pay period in September and continue until the second pay period in May. Dues shall be deducted in seventeen (17) equal installments. Should the pay periods change from twenty-six (26) pays to twenty-four (24) pays, the number of deductions shall be in eighteen (18) equal installments. Annual dues shall be pro-rated according to the employee's work year. All dues deductions shall be remitted to the OAPSE State Treasurer's Office on a monthly basis together with a list showing the names of the employees and the amount deducted.
- D. The Board agrees not to honor any check-off authorizations or dues deductions authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms and conditions of employment.
- E. The Board agrees to provide between July 1 and August 1 of each year a list of all contracted employees on the payroll effective July 1, their hourly rate, annual rate, number of workdays, number of hours to be worked. This report shall be sent to the State OAPSE Treasurer.
- F. It is specifically understood the only responsibility the Board of Education and its Treasurer assumes is to deduct the dues and fair share fees in the amount specified by the Union and to forward such dues according to the terms of the Agreement. The Union agrees to accept full liability financially and legally for any charges which may be filed, fees, penalties, punitive damages, costs, and/or back pay liabilities arising out of the employer's actions or inactions involving dues and service fees.
- G. Each current bargaining unit member desiring Union dues or fair share fee deductions shall submit an authorization form to the School Treasurer. Such authorization shall be continuous.
- H. All bargaining unit members shall be required to maintain dues/fair share fee deductions. An employee may have upon request a rebate of the portion of the fair share fee that was expended in support of partisan politics or ideological causes not germane to the work of the employee organizations in the realm of collective bargaining. It is the responsibility of the Union to determine the amount, if any, of this rebate as called for in the provisions of the O.R.C. §4117.
- I. New employees may request deductions at any time during the dues deduction period. Any deductions missed shall be the obligation of the individual employee.
- J. Payroll deduction authorization for membership shall be irrevocable, except that authorization may be withdrawn if submitted during a period of ten (10) days ending August 15 during the year preceding the expiration of the contract. If dues deduction is not revoked during such period, it shall continue for a successive period. Copies of all revocation shall be made available to the Local President and/or Treasurer upon his/her request.

ARTICLE VII – COMPENSATION

A. Wages

1. Wage rate and position schedule are found in Appendix (A). Employees who will not receive a wage increase shall be grandfathered and paid at their current hourly wage as long as they remain in their current position, unless or until future annual raises in the hourly rate of their current position result in an increase over their current frozen compensation rate.
2. Wage rates under this CBA will be effective at the beginning of the next regular pay period after the CBA has been ratified by both the collective bargaining unit members and the Board and will continue until modified by both parties or negotiated in future.
3. If employees are, during contracted hours, assigned by a supervisor to work in another department classification or location, on a temporary day-to-day basis (one day or less), the employee will be paid at his/her current contracted wage rate (even if the position is a lower classification) or the wage rate of that position, whichever is higher.

B. Experience Pay

The Board agrees to pay employees experience pay after twenty-eight years of continuous service to the Ashland Board of Education in accordance with the schedule below. Service shall be deemed broken when an employee resigns, retires, terminates or is laid-off beyond the recall period as specified under O.R.C. §124.32. Time spent on unpaid approved leaves of absence shall be deducted for the purposes of computing continuous years of service. One hundred and twenty (120) days in active pay status constitutes one (1) year of service. Employees shall receive longevity pay based upon the following schedule.

<u>Years of Service</u>	<u>Yearly Amount</u>
29 & 30 Years	\$1,000.00
31 & 32 Years	\$1,500.00
33 & 34 Years	\$2,000.00

C. Bargaining Unit Attendance Incentive

When total fiscal year substitute costs are less than the previous fiscal year's total substitute costs; the 50% of difference (savings) will be allocated (minimum of \$5,000 difference) to bargaining unit members who have used ten (10) or fewer sick days during the previous school year. This payment will be made on a per employee basis calculated at 50% of the total savings in substitute costs for the fiscal year to be paid no later than July 31 and shall be allocated equally among all parties involved.

D. Revenue Sharing

If, in fiscal years 2 and 3 of this contract, net state funding increases, the Board will provide one-time payments to bargaining unit members no later than July 31st of the following fiscal year. The payment will be based on sharing 15% of each full 1% increase in net state

revenue once the net increase exceeds \$10,000.00. This payment shall be shared equally among bargaining unit members. Net state funding is defined in Appendix C attached to this Agreement (see Appendix C for definition and example).

E. Overtime

1. Overtime shall be paid for all hours actually worked in excess of forty (40) hours per week. Overtime shall be calculated on the basis of hours actually worked during any a Sunday through Saturday workweek.
2. Overtime will be implemented on an as-needed basis as determined by the district on a seniority rotation basis. The most senior employee in the department and/or classification, shall be offered the overtime first. If declined, offer the overtime to the next most senior, and so on rotating continuously through the list. The Superintendent/designee shall be the sole judge of the necessity of overtime. The employer shall make reasonable efforts to notify the employee of an award of overtime at least seventy-two (72) hours prior to the start of such overtime and the employee must respond within two (2) hours of request. When notice cannot be given within the allotted time limit the employer shall notify the employee as soon as possible.

F. Paydays

Beginning with the pay period during which ACTA agrees to implement a change from twenty-six (26) pays per year, to twenty-four (24) pays per year, paydays will be the 5th and 20th of each month, with pay to be issued on the fourteenth (14th) and the twenty-eighth (28th) day of every month. At such time the Union dues deductions shall be changed to eighteen (18) equal payments so that dues will continue to be deducted during school year months (currently 17 deductions).

G. Credit Union Deduction

Upon request from an employee, a portion of the employee's salary shall be deducted from his/her payroll check for the Credit Union.

H. Direct Deposit

Direct deposit of pay to a financial institution of the employee's choice shall be mandatory.

ARTICLE VIII – INSURANCES

A. Medical Insurance and Life Insurance

1. Any employee who works less than thirty (30) hours per week will not be eligible for any medical insurance or life insurance programs. Employees working thirty (30) or more hours per week in either their recognized primary classification, or their combined contracted positions, if desired, will receive medical and life insurance

programs outlined in the Negotiated Agreement. Any employee who is out of payroll status will pay 100% of the cost of their program.

2. The Board shall provide hospitalization and surgical and major medical insurance through a carrier licensed by the State of Ohio, for its classified employees on the basis of the same coverage provisions now in effect, or as agreed upon or negotiated in future. The Board and bargaining unit shall continue to work cooperatively to provide quality coverage to bargaining unit employees within the constraints of the Board's current financial contribution to health care costs and future financial limitations.

The Board shall pay eighty-nine percent (89%) of the individual premium or family premium, whichever the employee elects. In all cases, the employee premium contribution shall be calculated off of 100% of the expected claims level for the applicable plan year. The Board reserves the right to implement a PPO medical insurance plan which employees must elect upon ratification of this agreement. Employees on a PPO option will pay the employee's share of premiums at eleven 11% of 100% of the expected claims level for the applicable plan year. Coinsurance, copays and deductibles are identified in the outline of benefits coverage provided to each employee.

3. The Board shall provide each of its classified employees with a term life insurance policy from a provider determined by the Board, a death benefit of fifty thousand dollars (\$50,000); and an additional benefit of fifty thousand dollars (\$50,000) based upon accidental death and dismemberment coverage.
4. The benefits paid under this Agreement are based upon the health-care benefits in this article. The benefits provided under this plan are secondary to all other plans under which the individual or any member of his/her family may be insured. It is further agreed that the benefits payable under this Agreement are not subject to the deductible requirements of the health care benefits offered by the Board, and will be paid in full provided that the claim is covered by the health care plan and does not exceed normal maximums.

5. Alternative Insurance Coverage

- a. The Board recognizes that certain employees already have medical insurance coverage or have reasonable and affordable access to medical insurance coverage through a spouse, partner or another employer.
- b. When a bargaining unit employee that is eligible for district-subsidized health medical insurance has obtained medical insurance and can provide the district of satisfactory evidence of the same, the Board will provide a monthly payment of \$150 for single/\$300 for family to or through the employee's Section 125 plan account for each month the employee is employed by the district.

- c. In the event that the employee does not maintain medical insurance coverage, the employee must notify the district of a valid qualifying event to resume coverage. If the employee does not maintain uninterrupted continuous medical insurance coverage, the employee assumes the full financial responsibility of any and all monthly penalties incurred by the district. Furthermore, the employee must reimburse the district on a pro-rated basis for the Section 125 plan account payment for the period of time the employee did not maintain medical insurance coverage.
- d. The Board and bargaining unit recognize that this provision may require further revision and clarification for legal compliance with Federal law. In the event that this provision requires modification, The Board shall make diligent efforts to fulfill the intent of this provision within the constraints of law in cooperation with the bargaining unit.

B. Dental Insurance

The Board shall purchase, through a carrier licensed by the State of Ohio, dental insurance coverage which meets the specifications of the current plan for each of its full time (30 hours or more per week) classified employees. Any employee who works less than thirty (30) hours per week will not be eligible for district-subsized dental coverage. Employees working thirty (30) or more hours per week shall be provided full dental coverage, one hundred percent (100%) paid by the Board. Effective July 1, 2007, the annual maximum per individual shall be \$2,000.00.

C. Vision Care Insurance

The Board shall provide the current plan coverage, or a policy that meets or exceeds the specifications of the current plan, for all eligible employees and their families. The full cost of this coverage and any increases thereafter shall be paid by the Board. Employees will be covered if they are scheduled to work thirty (30) hours or more per week. Any employee who works less than thirty (30) hours per week will not be eligible for district-subsized vision care coverage.

D. Cancer Care Insurance

An employee may request Cancer Care insurance at their own expense and the amount of said coverage shall be deducted from his/her payroll check for the cancer care insurance.

E. General Provisions

1. Copies of Benefit Contract

The Board shall provide the Association president with one (1) copy of each signed contract entered into between the Board and the Insurance Company(ies) which provides the benefit(s) specified in this Contract. Copies of existing contract(s) shall be provided to the Association within seven (7) days of ratification of this Contract by both parties.

Copies of contracts subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

2. Copies of Benefit Descriptions

Within thirty (30) days of the effective date of this Contract, the Board shall provide each member with a written description, prepared by the carrier, of each insurance plan provided by this Contract.

3. Benefit Description for New Employees

An employee employed after the effective date of this Contract shall be provided, at the time of employment, with a written description prepared by the carrier, of each insurance plan that provides benefits specified by this Contract.

4. Copies of Changes in Existing Benefits

Within thirty (30) days of the effective date of any change in an insurance plan provided by this Contract, a written description prepared by the carrier, of the changes to the plan shall be posted electronically.

5. Reserve Fund and Investments

Reports on the District's health insurance reserve fund(s) shall be given by the District at each Health Care Committee (HCC) meeting. Investment income from the assets of the fund shall be retained in the fund. Money in excess of the incurred but not reported (IBNR) reserve fund shall be set aside for premium fluctuation and activities in support of the purpose and mission of the HCC (e.g., incentives for completing annual health risk appraisals, reimbursement for fitness center membership and participation, etc.). The HCC shall make non-binding recommendations to the Board of Education on the desired level of excess funding.

6. Health Care Advisory Committee

- a. The parties agree to establish a standing health care committee (hereafter referred to as the "HCC"). The purpose of the HCC is to gather and review information related to health insurance coverage and utilization and make recommendations to the negotiating teams regarding the effective management of health insurance costs and the improvement of employee health status. Information relative to these tasks include health plan certificates and riders, health plan funding information, health insurance consultant/agent and health plan procurement information, health plan performance reports, health risk programs of the District and health plans, and aggregate health risk appraisal/assessment information. All non-binding recommendations of the HCC shall be transmitted to each party of the HCC for further consideration.

- b. The mission statement of the HCC is to create within the workplace environment a forum whereby representative membership on the committee will engage in a continuing educational process and review of health insurance benefits on behalf of the employees and their dependents.
- c. The HCC has authority to request and gather relevant information, suggest the selection of a health insurance consultant/agent using an RFQ process, evaluate the performance of the health insurance consultant/agent and disseminate its recommendations to the negotiations teams. All recommendations of the HCC shall be made by consensus. The HCC shall be comprised of three (3) members of ACTA, three (3) members of OAPSE, up to six (6) district representatives approved by the Board of Education. Members, other than the Treasurer and Business Manager, shall be appointed by their respective groups for a term of three years. Teams shall attempt to stagger terms in the HCC so as to limit the turnover of two (2) or more members in any one group. Should a member become incapable of fulfilling their term, the appointing authority shall appoint a new member within thirty (30) calendar days of notification. As administrator of the health insurance plan, the Business Manager will chair the committee. In the event the Business Manager cannot fulfill those duties, an interim chair will be appointed by consensus of the committee.
- d. The HCC shall meet as needed, by mutual agreement of the members, during the term of the Agreement. Minutes will be kept at each meeting which reflects HCC deliberations and recommendations. An annual report will be issued by the HCC that provides contextual information relative to District health plan costs, employee health status and HCC deliberations and recommendations.
- e. During the term of this Agreement, the HCC will create standards regarding health insurance and health care education, health insurance consultant/agent and health plan procurement, and health insurance consultant/agent and health plan evaluations. The implementation of such standards shall be contingent upon ratification/adoption by the respective parties.

F. Health Risk Assessment and Tobacco/Marijuana Free Environment

- a. Employees and eligible dependents (spouse) will be encouraged to participate in a Health Risk Assessment (hereinafter "HRA") conducted annually, at no cost to the employee. Results of the HRA will be kept confidential. An approved HRA will be designated by ~~Medical Mutual of Ohio~~ *(currently Anthem)*.
- b. Ashland City School District is a Tobacco/Marijuana free environment. In order to promote better health and wellness of its employees, a monthly surcharge will be assessed against those employees covered under the ~~the B.G.F. contract~~ *medical provider*.

district health insurance plan who use tobacco or other Marijuana products or whose spouse uses tobacco or other marijuana products. This surcharge will consist of an employee payment of an additional 20% of the employee's monthly insurance premium for insurance coverage under the district's plan, as adopted by the Board of Education.

- c. "Tobacco" products include cigarettes, cigars, chewing tobacco, snuff and the use or consumption of tobacco in any form – smoking, chewing, snuffing, dipping tobacco, or snus. For purposes of this MOU, the smoking of marijuana shall be considered a marijuana product.
- d. Ashland City School District will be a tobacco/marijuana free employer for all employees and eligible dependents. Employees and spouses who participate in the district health insurance plan must verify within thirty (30) days of the signing of this MOU and annually thereafter on or before June 30th that they are tobacco/marijuana free or completing a smoking cessation program approved by the Superintendent or designee. This verification will occur by the employee and spouse through the signature of the acknowledgment affidavit for Ashland City School District for certification of tobacco/marijuana use.
- e. A bargaining unit member covered by district insurance may be referred for a urine drug test which measures (a) altered urine, (b) nicotine, or (c) THC at the district expense if there is reasonable suspicion that the bargaining unit member is using or has used tobacco/marijuana product. Each employee may have a maximum of one involuntary test in a one year period under reasonable suspicion. Any employee can make a decision to pay the surcharge beginning immediately prior to being subjected to a tobacco test and avoid the test. Reasonable suspicion may be deemed to exist if observable behavior, such as direct observation of persistent tobacco use or smoking is documented. Anonymous reports will be disregarded.
- f. An employee, who refuses to participate in testing after a referral for a urine drug test which measures (a) altered urine, (b) nicotine, or (c) THC based upon reasonable suspicion, will be deemed a positive result for tobacco/marijuana use. A positive test will result in the immediate assessment of the surcharge. Any employee who tests positive for tobacco/marijuana products may avoid the implementation of the surcharge by immediately participating in a tobacco/smoking cessation program approved by the Superintendent or designee. The employee must participate for the duration of the approved program. If participation in the cessation program is discontinued before completion the surcharge will automatically be applied.
- g. Employees and their spouse/partner, when applicable, will be encouraged to participate in a wellness/fitness center within the limits of Ashland City School District and approved by the Superintendent or designee.

Employees and spouses that participate shall have their monthly membership fees reimbursed up to \$30.00 for an employee and \$60.00 for an employee and spouse. The reimbursement cannot exceed the actual membership fee. The reimbursement will be paid on a quarterly basis subject to verification of membership. Additionally, employees and their spouses (if applicable) who meet the monthly workout requirement of six times per month, six (6) months of a calendar year will see a decrease of \$50.00 in their deductible for a single plan and a decrease of \$75.00 in their deductible for a family plan. An employee and their spouse (if applicable) who meet a monthly workout requirement of at least eight times a month, eight (8) months of a calendar year will see a decrease of \$150.00 in their deductible for a single plan and a decrease of \$300.00 in their deductible for a family plan.

ARTICLE IX – LEAVES OF ABSENCE

A. Personal Leave

1. Three (3) unrestricted personal leave days will be granted to employees per contract year. Leave may not be utilized the day before or after a scheduled holiday or vacation period unless specifically authorized by the supervisor/principal. Employees using unrestricted leave may not be paid by another employer during this period.
2. All personal leave must apply for the leave at least five (5) workdays in advance and have the advanced written approval of the Superintendent or designee. Personal leave is non-cumulative. No personal leave days may be taken during the first five school days or the last five school days in any year.
3. Unused Personal leave days will be purchased by the Board of Education at the rates set forth below.
 - Three (3) unused days at \$12.00 per hour
 - Two (2) unused days at \$10.00 per hour
 - One (1) unused day at \$9.00 per hour

This agreement will not preclude employees from converting personal days to sick leave.

B. Court Leave

Court leave will be granted for school related matters.

C. Jury and Witness Duty Leave

1. An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service, and will be compensated for the difference between his/her regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty.

To be eligible for jury duty pay or witness pay, an employee shall turn in to the Board a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received. Employees shall return to work immediately after their jury or witness service has ended.

2. Jury and witness leave will apply only to cases where the employee is not a defendant in a criminal traffic or civil case, felony or misdemeanor.

D. Leaves of Absence

1. Definition: A leave of absence is understood to mean a period of extended absence from duty by an employee of the Board for which written request has been made and formal approval has been granted by the Board.
2. Without request, the Board of Education may grant a leave of absence to an employee because of physical or mental disability.
3. A leave of absence will be granted only to persons who have completed two (2) continuous years of service to the Ashland City School District.
4. A written letter must be made to the Superintendent or designee requesting an unpaid leave of absence at least ten (10) calendar days prior to the effective date of the leave. This requirement shall be waived in cases of emergency.
5. Purposes for which leaves of absence will and shall be granted: An employee of the Board shall be granted a leave of absence for the following reasons:
 - a. Illness
 - b. Disability
6. An employee may be granted a leave of absence without pay for illness or injury to any member of the immediate family as contained in the sick leave provision upon the recommendation of the Superintendent or designee and the approval of the Board of Education.
7. Compensation during leaves of absence: All leaves of absence are without pay.
8. Length of a leave of absence: Leaves of absence for any purpose do not extend for a longer period of time than two calendar years.
9. Expiration of leave of absence: At the expiration of the specified period of leave an employee terminates his affiliations with the Board of Education if he/she at that time declines the same position that he/she held prior to the leave being granted.
10. Physical examination: When an employee makes application for a medical leave of absence such application shall include a physician's statement attesting to the mental or physical infirmity and stipulating that the employee would be unable to perform his/her usual and customary job duties. If a question remains relative to the

employee's ability to perform his/her assigned responsibilities, a mutually agreed upon third party physician's opinion will be required. Upon return from a leave of absence the employee shall submit a physician's statement attesting to the employee's ability to return to normal full duties.

11. Leaves of absence do not count as years of service, continuous or otherwise, for purposes of vacation, longevity pay, or placement on the salary schedule.

F. Maternity/Paternity Leave

1. Leave Privileges

- a. In addition to the provisions of sick leave provided, a person who is pregnant or adopts a child less than one year of age shall, upon request, be granted a leave of absence without pay for maternity/paternity reasons. Such leave shall begin at a time between the onset of pregnancy and the delivery of the child or, if adoption, receipt of custody, and to continue up to one year after the child is born or custody is received. This leave period may be extended for one additional year upon application for extension.
- b. If the person so elects, maternity/paternity leave may begin when the sick leave expires or is terminated. Maternity/paternity leave may continue for the balance of the current school year.

2. Application for Maternity/Paternity Leave

Applications for maternity/paternity leave shall state in writing:

- a. Expected date of birth or custody
- b. Date requested leave is to commence
- c. Date employee expects to return to service
- d. Name of physician or adoption official

3. Time Period for Filing Application

Application for maternity/paternity leave should be made sixty (60) days if possible, but no less than thirty (30) days, prior to the requested beginning of maternity/paternity leave or extension of same.

4. Benefits While On Leave

Sick leave shall not accrue during maternity/paternity leave. Persons on maternity/paternity leave may continue to participate in employee Board-paid group benefits provided they furnish the Treasurer of the Board with the necessary premium payments in advance of when they are due. Since maternity/paternity leave is without pay, the Board-paid group benefits stated herein do not apply to the School Employees Retirement System.

5. Reinstatement

Upon return from approved maternity/paternity leave at the time specified in the application the person shall be entitled to reinstatement to the same position which he/she held prior to the leave with full seniority rights. The substitute that was assigned to the position of person on leave will be placed so with this understanding that he/she will be returned to substitute status on return of person on leave.

G. Military Leave

An employee of the Board who is a member of the Ohio National Guard, Ohio Defense Corps, Naval Militia, or member of other reserve components of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties without loss of pay for such time as they are in military service and field training or active duty for a period not to exceed thirty-one (31) days in any calendar year. The employee will be eligible for offset compensation based on Federal law.

H. Educational Leave

Employees who enroll in an accredited university or technical school will be allowed to use UDL (Unpaid Daily Leave) to attend classes which meet during their work hours providing a qualified substitute can be obtained to fill their position on the days they would be absent. This leave is only granted when proof of a scheduling problem exists and with an official scheduling notice from the university or technical school. This leave is limited to two (2) employees per classification unless adequate substitutes can be obtained.

I. Short-Term Unpaid Leave

1. Employees may request a short-term unpaid leave on a pay dock basis by making a written request to the Superintendent/designee stating the following information:
 - a. Date(s) of the leave.
 - b. The specific reasons(s) for the leave.
2. Written requests for short-term leave must be made at least two (2) weeks in advance of the date the leave commences, except in emergency situations. Employees will assume the full cost of all (Medical, Dental, Vision) benefits while on short-term unpaid leave.
3. Any part-time employee who is receiving Social Security benefits and is making more money than they are allowed to make under Social Security rules may use short-term unpaid leave days to lower the amount of money they are making to a level below the Social Security standard. The number of short-term unpaid leave days that can be used will be calculated by taking the employee's salary and subtracting the Social Security standard and then dividing this amount by the employee's daily wage. The employee's supervisor/principal will be the determining factor as to which days can be used under this provision so it does not

create a problem with availability of substitutes to fill in for the employee who is taking off.

J. Assault Leave

1. Pursuant to and in accordance with O.R.C. §3319.143, assault leave shall be granted to a member who is absent from his/her assigned duties because of a disability resulting from a physical assault. Said leave shall not be charged against sick leave earned or earnable under O.R.C. §3319.141, or leave granted under rules adopted by the Ashland City Board of Education pursuant to O.R.C. §3319.08. Said member shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence.
2. A member shall be granted assault leave according to the following rules:
 - a. The incident, resulting in the absence of the member, must have been related to his/her professional responsibilities.
 - b. Upon notice to the principal or immediate supervisor that an assault upon a member has been committed, any member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the member's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
 - c. If the member receives medical attention and/or is absent from his/her assigned duties more than five (5) days, a certification from a licensed physician stating the nature of the disability and its duration may be required before assault leave payment is made.
 - d. A member shall not qualify for payment of used assault leave until the Assault Leave Form (see attached) has been submitted.
 - e. Payment for assault leave shall be at the assaulted member's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code. Payment for assault leave will be made for up to one hundred seventy-five (175) days. After 175 days, if the assaulted member is still not eligible for disability retirement, he/she will be required to use accumulated sick leave. If after exhausting accumulated sick leave, the member is not able to return and is not eligible for disability retirement, the Board will advance enough more assault leave to allow the member to become eligible for disability retirement.
 - f. Payment shall be discontinued when the member elects to retire (service or disability or is no longer under contract with the Ashland City School District).

K. Sick Leave

1. Each person will receive fifteen (15) days sick leave at the rate of one and one-quarter (1.25) days for each month of actual service under contract, twelve (12) months per year. Employees who work less than full time will receive full sick leave credit at the fractional rate of their employment. Once an employee has exhausted six (6) days for 9-10 month employees and eight (8) days for 11-12 month employees, of unexcused sick leave within a school year, they will be required to provide a doctor's excuse for each successive absence. Employees off work for an illness form more than three (3) consecutive days may be required to provide the employer a doctor's excuse. Sick leave used as bereavement leave shall not count as unexcused.
2. Persons who have exhausted their accumulated days of sick leave shall be advanced five (5) days of sick leave at the request of the employee. The cumulative number of days of sick leave a person may accrue shall be three hundred (300) days. The employer may require a doctor's explanation for employees who need advanced sick leave days. If an employee leaves the district owing advanced sick leave days, the employee will be required to repay the district.
3. Persons transferring to the Ashland City School District from other public school or public employment in Ohio shall be permitted to transfer accrued sick leave up to three hundred (300) days into the Ashland City School District.
4. Persons may use sick leave, upon approval of the Superintendent/designee, for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the person's immediate family. Sick leave for pregnancy shall be for the period of disability as certified by the attending physician.
5. Regarding illness or injury, the person's immediate family shall include: spouse, children, parents, siblings, or anyone who has clearly held same relationship to the employee. Regarding death, the person's immediate family shall include: spouse, children, father, mother, brother, sister, in-laws, aunts, uncles, nieces, nephews, grandparents, grandchildren, or other persons who have assumed similar positions, regardless of residence.
6. Sick leave may also be utilized for donating blood for open heart surgery, but not for normal Red Cross blood collection programs.
7. The use of sick leave for purposes not stated in this agreement may be considered abuse. The illegal use of sick leave is grounds for disciplinary action including suspension and/or termination.

L. Classified Member Emergency Security Program

1. The Member Emergency Security Program is designed to assist members who experience a serious accident or major illness for which they do not have adequate sick leave as covered under the sick leave section above.

2. To be eligible a member must have used all available sick leave, requested and then used the five (5) days advance provided for in this Agreement and be recovering from a specific illness or injury of twenty (20) consecutive days or more. The amount of sick leave awarded under this program shall not exceed ten (10) days during one (1) school year.
3. Emergency sick leave shall be approved for all members who have:
 - a. used all available sick leave, earned and borrowed;
 - b. presented a physician's certificate indicating an absence due to a single illness or accident will last, or exceed twenty (20) consecutive days (a second opinion may be required);
 - c. contributed a sick leave day by September 1 of each school year it is deemed necessary to contribute to the sick leave pool of this program. Contribution shall be determined by the total number of days currently in the sick leave pool. If the total number of days falls below 100 total days, then each eligible classified employee must contribute one (1) additional day. (In the case of new employees hired, such contribution must be made within fifteen (15) days after the Board has approved their hiring.)
4. The sick leave pool is formed from the contribution of one (1) day of accumulated sick leave from each member who wishes to participate in the program. Once a day has been contributed to the sick leave pool it cannot be withdrawn.
5. Members are not eligible to use the sick leave pool if:
 - a. They have not donated a day of accumulated sick leave.
 - b. They are voluntarily absent for any reason.
 - c. It is a routine maternity.
 - d. The specific injury or illness is not twenty (20) consecutive days or more.
 - e. They are eligible for any other paid leave or compensation that equals or exceeds their normal salary.
6. The number of days permitted to accumulate in the sick leave pool shall not exceed three hundred (300) or fall below one hundred (100). Members new to the program must make an initial contribution to be eligible.
7. Classified employees who are not members of the union bargaining unit may participate in this program under the conditions specified above.
8. Any of the requirements of this program shall not have an impact on the administration of sick leave as contained in the sick leave Section above.

M. Federal Family and Medical Leave

The Board agrees to comply with the provisions of the Federal Family and Medical Leave Act.

ARTICLE X – SEVERANCE/RETIREMENT PAY

A. Severance Pay

Effective on the date of ratification by the Union and the Board:

1. All personnel employed for more than ten (10) years of continuous employment with Ashland City Schools who retire from regular employment, shall receive one (1) single severance payment which shall be considered a retirement stipend and shall equal twenty-five percent (25%) of accumulated sick leave days, for the first 100 days of accumulation, thirty-five percent (35%) for days 101-250, and fifty percent (50%) for days 251-300, but not to exceed twenty-five (25) days for the first 100 days of accumulated leave, fifty-two (52) days of 101-250 days of accumulated leave and twenty-five (32.5) days of 251-315 days of accumulated leave. These calculations will be based upon the employee's daily rate of pay during his/her final year of service. As a condition of this payment, the employee must make application and must be accepted for retirement from the appropriate retirement system and receiving benefits there from, and further conditioned upon the fact that the employee accepts this stipend in lieu of all accumulated sick leave benefits.
2. Personnel employed prior to January 1, 1999, shall earn 35% of the first 150 days, after which (after day 150) these employees shall earn severance in accordance with the above provision.

B. Additional Severance Pay

1. Any bargaining unit member who has twenty-five (25) or more years of SERS service, with a minimum of ten (10) years of service with the Ashland City Schools, and who is eligible for retirement under the guidelines established by the School Employees Retirement System (SERS), and who retires within sixty (60) calendar days following his/her initial eligibility for retirement pursuant to SERS rules with at least twenty-five (25) years of service, shall receive an additional thirty (30) days of this retirement severance pay at his/her per diem rate. Eligible employees must notify the Superintendent or designee in writing at least thirty (30) calendar days prior to the end of the sixty (60) calendar-day window to be eligible for this retirement incentive.
2. The retirement pay referenced in the preceding paragraph will be available to any person eligible to retire from the appropriate retirement system and who does retire prior to December 31, 2016, shall receive an additional thirty (30) days of retirement severance pay as defined in Article X(B)(1). This provision (paragraph

B, 2) shall expire at the conclusion of the first year of the Negotiated Agreement or December 31, 2016, whichever occurs first.

ARTICLE XI – SUBSTITUTES

When it is known that an employee will be absent from his/her position for more than ninety (90) calendar days, his/her position shall be posted for bid as a temporary vacancy. The employee awarded the temporary position shall hold that position and shall be paid at the temporary position's hourly rate until the absent employee returns to work, at which time the person occupying a temporary position will return to their previously held position and hourly rate and in accordance with the two year reduction for new employees as state in Article XIX(N). In the event that the absent employee severs his/her employment with the District, the temporary position shall be reposted as a permanent vacancy.

ARTICLE XII – TRANSPORTATION

A. Bus Meetings

The Board agrees to pay to each bus driver who attends a mandated meeting or in-service for the length of the meeting, if it exceeds contracted day.

B. Bus Runs

Drivers will be paid a total of four (4) hours and twenty (20) minutes. During this time, drivers are assignable to their route and any other additional driving that might be deemed necessary for the efficient operation of the transportation department. If a driver is asked to drive additional time over the daily time, the driver will be paid for the net minutes that exceed the employees contracted weekly amount. Those exceeded minutes may be time sheeted. The transportation supervisor will have ten (10) working days at the beginning of the school year to balance out routes before drivers begin getting paid for regular scheduled additional time.

C. Field Trips

1. Field trips will be posted in the Bus Garage and will be selected by regular drivers at weekly non-mandated meetings, to be held on Wednesdays, if possible, according to a seniority rotation process. A driver unable to attend a weekly selection meeting may designate another driver to select for her/him.
2. The service technician/driver will select first each week from those trips outside their contracted workday. Each week's seniority rotation will begin where the previous week's rotation stopped. The paraprofessional for low incidence handicapped bus shall be included as part of the rotation each week for field trips which are scheduled outside the contracted workday.

This section shall only apply to the service technician that currently holds the position. Any new transportation department employee who subsequently holds this position shall be placed on the field trip rotation list according to their seniority.

3. A driver will not be eligible to drive a field trip on a day he/she is unable to drive her/his regular route due to illness or personal leave. Drivers shall have the option of vacating their regular route to take a field trip, if appropriate substitutes can be obtained to drive their route; however, drivers are encouraged to stay on their regular route whenever possible.
4. Charter Buses
 - a. The Superintendent or designee shall have the authority to approve the use of subcontracted charter buses for an athletic/activity trip where the cost of the trip is funded by a charitable contribution.
 - b. Charter Bus service must be scheduled and announced in writing two (2) weeks prior to the scheduled athletic event or activity. Failure to provide this written notification which would result in cancellation of the previously scheduled trip will result in one-half (1/2) payment for the driver(s) affected at the appropriate rate of pay.
 - c. The two (2) week notice is waived during the Ohio High School Athletic Association (OHSAA) playoff season(s).
5. If a selected trip is canceled, the affected driver will be placed at the beginning of the seniority rotation at the next week's selection meeting.
6. A driver who doesn't show up for a selected trip or cancels without giving at least twenty four (24) hours notice will be penalized by losing their first selection in the next week's seniority rotation.
7. Field trips that become available due to an emergency or short notice will be filled by the Transportation Supervisor, using the seniority rotation process if possible.
8. Definition of Field Trip – A field trip shall be defined as any approved transportation activity outside of a contracted route, contracted workday and/or job description for which a school bus or van/microbus is requested. Driving a van/microbus for an extra trip shall not be considered bargaining work when the school van will be used to transport nine (9) or fewer students. The district shall not divide trips into multiple vehicles to avoid trips of ten (10) or more students in one vehicle.
9. When a field trip initially requires more than one (1) bus and one (1) of the buses is subsequently canceled, the driver canceled will be the last driver assigned on the field trip schedule.

10. Trips that cover more than one (1) day in which the driver the first day returns to the District shall be posted as two (2) trips.
11. Buses and drivers are to remain on site of the field trip destination and available to all teachers, coaches, and district representatives so that the vehicle is accessible and available if necessary.
12. Field Trips are paid at the regular rate for, pre-trip, driving time, post-trip (if needed). Time spent in stand-by will be paid at the hourly rate of \$10.00 per hour. All attempts will be made to award Field Trips to the driver lowest in hours worked for a one-week period. (A restriction on taking Field Trips when it conflicts with regular route already exists in Paragraph C.3).

D. Bus Washing

School bus and van washing will be reimbursed at the rate of Ten Dollars (\$10.00) per vehicle. Washing of a vehicle for reimbursement must be approved in advance by the Transportation Supervisor on the form provided. The Board reserves the right to have buses washed in a private vehicle washing facility when no member of the bargaining unit desires the work.

Upon installation of bus washing system, bus-washing reimbursement will only be granted if the automatic bus washing system is broken and/or with prior approval from the Transportation Supervisor's prior approval.

E. Bus Driver Fees

1. The Board will pay the difference between the renewal cost of a regular operator's license and that of a school bus endorsed CDL every four (4) years during the term of this contract.
2. The Board will pay each driver's abstract each year during the term of this contract.
3. The Board will pay the actual cost of a driver's physical each year by a Board designated physician.
4. The Board will pay all fees for mandated training and testing plus mileage to and from the bus garage to the place of the training. For time attending the training, drivers shall be paid the state minimum wage per hour.

F. Paperwork

Drivers shall be paid Forty Dollars (\$40.00) per year to do required paperwork.

ARTICLE XIII – PAID HOLIDAYS

A. Paid Holidays - less than twelve (12) months

Labor Day	Memorial Day
Thanksgiving Day	The day after Thanksgiving
Christmas Day	Good Friday
New Year’s Day	Martin Luther King Day

Note: To hold employees harmless for the reduction of four (4) paid holidays, up to four (4) additional (optional) days shall be added to the work schedule before, after or during the school year for less than twelve (12) months employees.

B. Paid Holidays - twelve (12) Month and fulltime (30 hours /week or more) Employees

July 4	Memorial Day
Labor Day	One day during Spring Break*
Thanksgiving Day	The day after Thanksgiving
Christmas Eve	Martin Luther King Day
Christmas Day	President’s Day
One day during Christmas*	Good Friday
New Year’s Day	

*As assigned by the administration and indicated on the Board-approved calendar.

- C. An employee is entitled to pay for the holidays listed provided the employee does not use a dock day before or after a paid holiday.
- D. If any holiday falls on a Saturday or a Sunday, the employee shall be given either the previous Friday or the following Monday off at the discretion of the Superintendent or designee.
- E. **Holiday Work** - Classified employees may be required to work by the Superintendent or his/her designee on specific paid holidays to maintain the smooth and efficient operation of the district. If any employee is required to work on Labor Day, Thanksgiving Day, Christmas Day, New Year’s Day, Memorial Day, he/she shall be paid at the rate of one-and-a-half (1½) times his/her hourly rate for actual hours worked on that holiday. Such time shall be in addition to the standard holiday pay.

ARTICLE XIV – SCHOOL CALENDAR COMMITTEE

OAPSE may provide a representative on the School Calendar Committee.

ARTICLE XV – VACATION

- A. Employees that work twelve months per year and thirty (30) or more hours per week and were hired before July 1, 2016 vacation with pay will be held at their current level of vacation already earned and will advance under the schedule below in Section B.
- B. Employees that work twelve months per year and thirty (30) hours or more per week will accumulate vacation with pay will as follows:
 - 1. One (1) week plus one day after 1 & 2 years of employment with the school district.
 - 2. Two (2) weeks plus one day after 3-9 years of employment with the school district.
 - 3. Three (3) weeks plus one day after 10-14 years of employment with the school district.
 - 4. Four (4) weeks plus one day after 15 years of employment with the school district.
- C. Qualifying employees that work twelve (12) months per year and thirty (30) or more hours per week shall earn paid vacation from their hire date.
- D. Employees who use less than five (5) unexcused sick days per year for the period immediately prior to the next level of vacation and up to one year prior to that next level, shall be granted the next level of vacation leave one (1) year earlier. Employees who have earned an advancement in vacation that subsequently exceed four (4) unexcused days shall lose the advancement (only the advancement, for the four levels listed above), once the above levels are reached they cannot be taken away.
- E. Vacations may be taken any time after it is posted with five (5) workdays advance notice and approval of the Superintendent/designee except in cases of emergency. Vacation schedules may be adjusted by the Superintendent/designee where the employee is needed to work because of peak workloads.
- F. Earned vacation days shall be taken within twelve (12) months of the last day of the fiscal year. Earned but unused vacation as of the last day of the fiscal year shall automatically roll over to the following year. Employees may choose to sell back to the Board the vacation which was rolled over vacation at the employee's current hourly rate of pay. Employee's intending to sell back such rolled over vacation must notify the Board in writing within the fiscal year in which the vacation was rolled over. At no time shall vacation be allowed to accumulate beyond five (5) weeks total.
- G. Vacation days will begin to be posted monthly after September 1 of each year. Vacation days will be posted in no less than one-half (½) day increments only and will be accrued at an even monthly fractional amount.
- H. Years of credit towards vacation shall only be earned for service in the district in a position which earns vacation. Time spent on board-approved leave of absence shall not count toward years of service for the purpose of earning vacation, but shall not interrupt continuous service for seniority purposes.

- I. For the purposes of this section, only employees who work full time twelve (12) month per year and thirty (30) or more hours per week shall earn or be granted vacation. For an employee who is working under a contract for less than twelve (12) months and who transfers into a job that requires a contract of twelve (12) months, that employee shall be entitled to all vacation rights as described above. This benefit does not apply to employees on extended time or casual employment.

ARTICLE XVI – CALAMITY DAYS

- A. A calamity day is defined as a scheduled school day in the school calendar during which all classes in the school district have been canceled. Reasons for cancellation of classes may include weather or other emergency conditions, including safety or health of students or community. All classified employees in the bargaining unit will be paid at their regular rate of pay for actual hours worked on the calamity day.
- B. Unless a Level 3 emergency is declared in Ashland County by the Ashland County Sheriff, all employees will report to work on calamity days for assignment, unless otherwise released by the District. The District will also consider training on these days for OAPSE Employees that are required to report to work by the District.
- C. In the event of a delayed start of school, employees shall be required to be at work on their normal schedule.

ARTICLE XVII – PROFESSIONAL MEETINGS AND TRIPS

A. Professional Meetings

Professional meetings are defined as meetings, workshops or conferences designed to improve the competency and performance of the participant in his/her field. Request for attendance at professional meetings within the state and for no longer than three (3) days shall be submitted on the appropriate form to the principal or immediate supervisor, who will approve or disapprove and forward the request to the Superintendent of Schools or designee. The Superintendent or designee will then approve or disapprove the request on the relative merits and potential worth to the District. The Board may pay only the substitute employee's salary.

No more than two (2) classified employees per major classification may be excused to attend professional meetings on the same day, Exceptions may be approved by the Superintendent or his designee. If mileage is to be paid by District, the amount per mile set by the IRS will be used.

B. Union Conference and Leave

1. Expenses for delegates attending Union Conference (OAPSE) will be paid by the Union. The Board will pay only the substitute employee's salary.

2. Conference Leave

- a. No more than three (3) classified employees and only two (2) employees from any department will be excused to attend Union Conferences on the same day with pay.
- b. State and regional and OAPSE officers will be granted unpaid leave to attend conference if the section 2 of this provision does not allow for paid leave with prior approval of the Superintendent or designee.

3. Unrestricted Union Leave

Unrestricted unpaid leave may be granted to any Local, District, or State Officer working for Ashland City Schools for the purposes of conducting official Union business as directed by the OAPSE Executive Director. The Board shall retain full authority to approve or deny such leave given that the terms of the release are also approved by OAPSE Executive Director/designee. Terms may include but are not limited to: reimbursement of employee's wages, benefits and length of release.

C. Union Meetings

Union members who have to work the night of a union meeting shall be released to attend with the advance permission of the night supervisor and/or the building principal. The time away shall be contingent upon all work being completed. Any time off work by an employee to attend such meeting(s) shall be made up in full by the employee.

D. Meetings and Training

Staff meetings will be called in two (2) ways; voluntary and mandatory meetings. Voluntary meetings that occur during an employee's off hours will be attended at the employee's choice. Mandatory meetings or training that occur during an employee's off hours must be attended and said employee will receive their regular rate of pay for any time spent in these meetings in one-quarter (¼) hour segments with one-quarter (¼) hour minimum of payment. Mandatory meetings shall be held immediately prior to or following a scheduled workday.

E. Professional Fees

1. The Board agrees to pay for professional fees for approved job-related training seminars, schooling, BCII/FBI, etc.
2. The Board agrees to compensate employees at the appropriate rate of pay, not to exceed their normal daily hours, spent in training when training is required by administration.

F. Job-Related Education Reimbursement

1. Any employee who furthers their job skills within the classification for which they currently work or for any other classification within the district, by receiving a certificate, license and or degree shall be entitled to receive reimbursement for tuition and/or testing fee with prior written approval by the Business Manager. Reimbursement, upon prior written approval by the Business Manager, shall be granted on a first-come, first-serve basis up to a maximum of \$5,000.00 per contract year. Preference shall be given to employees seeking reimbursement for skill development within their current job classification. Unused reimbursement funds shall be carried over from year-to-year, but the maximum amount allocated for tuition reimbursement shall not exceed \$3,000.00 for any one individual, in any contract year. Preapproval of any such coursework should be requested from the Business Manager and proof of successful completion must then be provided to the Business Manager's office for processing and to receive such reimbursement. A form shall be provided by the District for this purpose.
2. Unused reimbursement funds shall be carried over from year-to-year. Any carryover amounts shall be utilized by the Local to pay expenses related to professional development and training of its membership.
3. The Board agrees to pay a stipend one time per three year contract cycle to OAPSE members each time they obtain and document additional licenses/certifications/trainings (i.e. Industry Credential such as, ASE Certification) in the department in which they are contracted. These departmental pathways are outlined and included in Appendix (B) of the agreement. These departmental pathways may be changed by mutual consent and agreement of the Board and Union to reflect the needs of a particular classification or department. Preference shall be given to employees seeking reimbursement for skill development within their current job classification.
 - a. Departmental pathways have been developed with the intent to establish career-based academic and technical goals for Ashland City Schools bargaining unit employees. It is also a goal of this provision to encourage bargaining unit employees (who so choose) to pursue a higher skill level and/or position in the District and to promote life-long learning throughout the District.
 - b. Further development and amendments of these pathways will be reviewed and occur in Labor Management Committee meetings. This will allow for the addition or removal as needed when courses become irrelevant or obsolete as agreed upon by the Union and the Board.
 - c. The Board agrees to consider future options for cross-department education and training opportunities for employees.

- d. Proficient shall be defined as acquiring a certificate of successful completion or a passing score of seventy percent (70%). The following pathways indicate stipends for courses, classes, certifications, licensure or accreditation after successful completion of the pathway.
 - e. Pathways with an asterisk indicate those which will require prior approval.
 - f. Payments will be made one time per three (3) year contract cycle. In the event of an automatic contract extension, the cycle shall begin again at the end of the third year, unless otherwise negotiated by the Union and Board. Certificates verifying training will need to be presented prior to payment.
 - g. Resources for coursework will include, but will not be limited to, the School Nutrition Association Program, NEEC Building Operator Certification, Universal Technical Institute for Auto & Diesel, BWC'S Division of Safety & Hygiene course catalog.
4. The Union may request time during in-service days and non-student days to provide job related training and development (even if not in the employee's current classification). The Board agrees to reasonably allow the Union to utilize Board owned facilities (based upon availability) for such trainings.

ARTICLE XVIII – MILEAGE

All classified personnel shall be paid the rate established by the IRS for authorized use of private vehicles used to conduct school business.

ARTICLE XIX – TRANSFERS, JOB POSTING AND BIDDING PROCEDURES

A. Vacancies

- 1. When the Board determines to fill a vacant position or creates a new position within the bargaining unit, a job notice shall be posted online within ten (10) days by the employer, unless mutually agreed upon by both Board and Union. This notice shall be posted online for a minimum of seven (7) workdays at each work location. Vacancies will be filled as soon as possible.
- 2. The job notice shall specify the title of the position, job qualifications, hours to be worked, the rate of pay, the job location, and other pertinent information and shall state the final date for receipt of applications. Pertinent information regarding labor disputes and/or litigation shall not be included in the posting; however the Board may choose to disclose such facts during the interview process. If the Board chooses to do so, all employees interviewed will be given the information and

successful applicants shall be given the opportunity to consult with the Union prior to accepting the position.

3. Employees will be allowed seven (7) workdays to place bids to fill vacancies. An employee who accepts a lateral transfer shall maintain all seniority earned.
4. The Board agrees to interview internal (bargaining unit) applicants prior to interviewing external applicants.
5. Interviews for each position posted will be consistent for all applicants.

B. Filling Vacancies

In selecting an employee for the vacant position, the Board shall use the following procedures:

1. Payroll administrator positions may be awarded to internal applicants if it is determined that the applicant meets the prerequisites of the position, which may include, but are not limited to, scoring a proficient level on Microsoft Excel and Microsoft Word, filing, analytical testing provided by outside employment services, and preferably have two or more years of experience in either payroll or bookkeeping, or have an equivalent certification in either payroll or bookkeeping. A two year college degree in a related field is the preferred qualification, but is not required, provided that the Treasurer determines that work experience and/or certification qualifies the applicant for the position.
2. Executive assistants may be awarded a position based on the principal's or supervisor's consideration of several elements, which may include, but are not limited to, administrative preference necessary to handle the unique requirements of an executive position, scoring at proficient level on Microsoft Excel and Microsoft Word, filing, analytical testing provided by outside employment services and both department and district seniority. When adequately reflected on evaluations, an executive assistant may be transferred to another position within the administrative support department, at the recommendation of both the principal/supervisor and the Superintendent. Employee(s) transferred under this provision will be replaced by bargaining unit employee(s) within the department.
3. All other vacant positions shall be offered first to the qualified employee(s) within the present department according to department seniority. Qualifications shall be determined by the job description, skills assessment applicable to the position, attendance and pathway proficiencies recognized by the district. Absences due to a diagnosis of a serious health condition that incapacitates a bargaining unit member or family member will not be considered. For this provision, family member means spouse, parent, child, grandparent or grandchild.

4. If more than one employee within the same department requests the vacancy in writing, the qualified employee with the highest department seniority shall be awarded the position.
5. If the vacant position is not filled by an employee within the department, it shall then be offered by district-wide seniority to the qualified bargaining unit members within the other departments that have the requisite skills for all functions of the position listed in the job posting/job description.
6. If an employee is not selected through the above process, the Board may fill the position with a newly hired employee.

C. District Departments

1. The District departments as defined in the pay schedules (Appendix A) shall be used, for this Article and Reduction in Force Article only.
2. Building assignments will be made by the Business Manager in consultation with the appropriate supervisor. Reasonable efforts will be made to keep employees in their primary building assignment.
3. There will be five district wide departments: Administrative Support (clerical, secretarial, etc.), Facilities Support (maintenance, custodial), Staff Support (para-pros), Transportation, and Food Service.

D. Department Seniority

Department seniority is the total length of service within a department in any classification.

E. District-wide Seniority

District-wide seniority shall be defined as the total length of unbroken continuous service with the Ashland City School District.

F. Just Cause Transfer

Involuntary transfers shall not be used to circumvent the bidding procedure. Just cause transfers may be implemented by the Business Manager.

G. Trial Period for Voluntary Employee Transfers

1. Any employee accepting another position in the bargaining unit in any classification shall have a ten (10) workday trial period in which they can voluntarily return to his/her previous classification. This employee's original position will not be declared vacant for purposes of posting until the ten (10) workday period has expired. An employee may only request a trial period for voluntary transfer twice in each fiscal calendar year.

2. Management may return an employee within a thirty (30) workday trial period. The district may fill the vacancy created by transfer for a period not to exceed thirty (30) workdays. If the employee is not successfully performing the duties of the new position in an adequate manner management may choose to return the employee to their previous position. The decision to return the employee to their previous position shall not be arbitrary or capricious.

Substitutes shall not be used for more than thirty (30) workdays to fill vacancies created by trial periods.

3. The Superintendent or designee will give the affected employee written statement explaining why they are being returned to their former position. An employee, whether returning voluntarily or involuntarily, will do so with no loss of district-wide or departmental seniority or other negotiated rights.
4. In the event that an employee chooses to return to his/her previous position pursuant to Paragraph G(1) above, or if management decides to return an employee to his/her prior position pursuant to Paragraph G(2) above, other employees who have changed jobs as a result of these changes shall also be returned to their previous positions.

H. Notice of Vacancy

During summer recess when job openings occur, said job opening will be posted online.

I. New Job/Classification

1. If the Board creates a new position/title, the position shall be included in the Union's bargaining unit, and appropriate wages and hours shall be negotiated, along with the most appropriate department.
2. In the event of a disagreement as to wages, hours or the most appropriate department, the Board retains the right to set the wages and hours and place them in the department they consider appropriate, and the Union retains the right to address the issues in their next contract negotiations.

J. Temporary Positions

1. Long-Term Temporary Position

When it is known that an employee will be absent from his/her position for more than twenty-five (25) consecutive workdays, his/her position shall be posted online for bid as a long-term temporary position. Temporary positions(s) will be awarded first within the department for which the position originated according to departmental seniority and essential job functions/licensures applicable to that position. If no employee within the department accepts the position it will then be offered to employees outside the department according to district-wide seniority with the specific qualifications/licensures applicable to that position.. This

provision will not be applied to employees seeking lateral movement within a department.

Any subsequent vacancies that occur due to the filling of the long-term temporary position outlined above shall be posted and awarded in the same manner. This process shall repeat itself until no one bids on a long-term temporary position, at which time the Board can fill the position with a substitute. The employee awarded the temporary position shall hold that position until the absent employee returns to work, at which time the employee occupying the temporary position will return to their previously held position. This process will repeat itself until all employees are returned to their previous positions. In the event that the absent employee severs his/her employment with the Board, the long-term temporary position shall be posted online as a permanent vacancy and filled permanently in accordance with the negotiated agreement.

2. Short-Term Temporary Position

When it is known that an employee will be absent from his/her position for more than fifteen (15) consecutive work days, but not greater than twenty-five (25) work days, his/her position shall be posted online for bid as a short-term temporary position for a maximum of three (3) consecutive work days and awarded within the two (2) successive work days following the date the posting comes down. If there is no interested bidder from the specific department where the short-term position exists, the position shall be awarded based upon the following guidelines.

Employees who choose to fill short-term temporary positions will be limited to working in their own department and one other department for the school year, provided they meet the necessary licensing, certifications, and qualifications for that position. Employees who choose to work in the short-term temporary position shall hold that position until the absent employee returns to work, at which time the person occupying the temporary position will return to their previously held position. This process will repeat itself until all employees are returned to their previous positions. In the event that the absent employee severs his/her employment with the Board, the short-term temporary position shall be posted online as a permanent vacancy and filled in accordance with the negotiated agreement.

1. Interested employees shall complete a long-term/short-term temporary position form provided by the Business Office in August prior to the start of the instructional school year. The form will be good for the entire school year. Newly hired employees must complete a short-term position form if interested, after sixty (60) consecutive calendar days of employment. Only after completion of sixty (60) consecutive calendar days of employment would a new employee be eligible and considered for filling a short-term temporary position.
2. All such short-term and long-term temporary position (for experience and qualifications only) shall be offered to employees on a bid basis and shall

be viewed as a means for an employee to accumulate experience and obtain qualifications for future vacancies. Working in the temporary short-term position does not qualify as seniority in that position or in the department where the short term work is performed. District-wide seniority and departmental seniority shall continue in the employees contracted position as if they were still working that position. Time spent in a short-term or long-term temporary position shall be recorded by the employee (on a form). This document shall be signed by the immediate supervisor and placed in the employee's personnel file.

3. Short-hour employees will not be permitted to substitute for longer-hour employees if qualified substitutes cannot be obtained for the short-hour employee.

K. Temporary Classification

1. Any member working in a different classification will be paid that classification's hourly rate.
2. Any member who is asked to substitute for a supervisor for ten (10) consecutive workdays, or longer, will receive One Dollar (\$1.00) per hour additional for this period.

L. Working Out of Position/Classification

The Board will make every effort to temporarily reassign bargaining unit members into positions which are open due to an employee being absent, if the absence is expected to continue for more than ten (10) days. Employees interested in such temporary reassignment must express their interest to their supervisor in writing. Such request shall be considered based on employee skills and work record.

If no employee within the department is interested in the position, employees from outside the department may request such reassignment; such request shall be considered based on employee skills and work record.

Employees temporarily reassigned shall return to their previous position upon return of the absent employee.

All such temporary reassignments (for experience and qualifications) shall be offered to employees on a voluntary basis and shall be looked at as a means for bargaining unit members to accumulate experience and obtain qualifications for vacant positions within the district. Employees requesting temporary reassignments must possess appropriate licenses and/or certifications required for the position requested. Time spent in a temporary reassignment shall be recorded by the employee with duties performed noted. Such form must be signed by the supervisor and will be placed in the employee's personnel file.

M. Noon Paraprofessional Positions

Noon Paraprofessionals shall not be able to work in another classification/department unless a sub is available and obtained to fill their position.

N. Hiring of New Employees

An employee may be terminated at any time during the first ninety (90) day probationary period by the Superintendent or his/her designee without cause via Board action.

In addition, at the end of the first year of probationary employment, the employee may be non-renewed by the Superintendent or his/her designee via Board action. Current employees within a department may provide supervisors with support and/or concerns prior to an employee moving out of the first twelve months of probationary status.

During the first year of employment the employee shall be paid at 80% of the regular rate and shall be paid at 90% or the regular rate during the second year of employment. Based on prior experience, the district may, at its sole discretion, waive the probationary wage and/or probationary period.

ARTICLE XX – REDUCTION IN FORCE

A. All bargaining unit classifications and positions shall be filled by regular employees of the Board as reflected in the minutes.

B. In the event it becomes necessary to reduce classified staff due to lack of funds or lack of work, the following procedure shall govern such layoffs:

1. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire or otherwise vacate a position.
2. Prior to the Board instituting such reductions in the classified staff, the Board's designee and the Union's representative shall meet to discuss and review the appropriateness of such reductions.
3. If any reduction under this Article, district-wide seniority shall prevail. In case of identical district-wide seniority, ties shall be broken by the flip of a coin.
4. When it has been determined that a reduction is necessary, either system-wide or within a classification, intermittent, seasonal, provisional, or new employees in an initial probationary status shall be laid off first. Additional reductions shall begin with the least senior employee in the classification based upon district-wide seniority, continuing in order of district-wide seniority until the reduction is complete.

“Seasonal”, as used in section four (4) of this article does not include bargaining unit employees performing duties in supplemental positions.

5. Any employee affected by such a reduction under this Article and, who in turn is laid off, shall be granted bumping rights within any Department/Classification schedule for which he/she holds seniority.
6. Any employee affected by reduction under this Article and laid off may first displace the least senior employee within their department providing the bumping employee has more district-wide seniority than the person being displaced. Also, the bumping employee must have prior experience in the classification that he/she wishes to bump (experience is defined as holding or having held a bid position in a classification).
7. A displaced employee is an employee who is either bumped but not laid off or an employee whose position has been eliminated but not laid off. Displaced employees may bump a less senior employee within the classification or department closest in hours to their former position without being reduced in hours. As with a laid off employee, the displaced employee must have prior experience in the classification that he/she wishes to bump.
8. If there are no classifications available for a laid off employee or displaced employee to bump within his/her department due to lack of district-wide seniority, then an employee may bump the least senior employee in any other department based upon district-wide seniority providing the bumping employee has held a contract in that department and has maintained the required certifications/licensures in the classification being bumped.
9. Laid off employees called in to replace absent employees in their respective classification shall receive their regular rate of pay.
10. Laid off employees interested in subbing will be placed on a sub calling list. An attempt will be made to contact the laid off employees first.
11. Each employee to be laid off shall be given advance written notice of the lay off with a statement advising the employee of his/her bumping and reinstatement rights.
12. Vacancies which occur during the period of reduction in force under this Article shall be offered to those employees working through the bid procedure. Vacancies which remain following this procedure shall be offered to or declined in writing by the employee standing highest on the appropriate reinstatement list before the next person on the list is considered. The employee shall be notified by Certified Mail addressed to the employee's last known address. All laid-off bargaining unit members shall be notified by regular U.S. Mail of any open positions.
13. Any employee laid off shall retain recall rights for a period of two (2) years during which time the Board shall not hire any new employee to any salary schedule classification affected by a reduction until all employees reduced or laid off have been offered an opportunity to be reinstated. If reinstated during this period, the employee shall retain all previous accumulated district-wide and departmental

seniority, all rights related to salary, fringe benefits, and notice of reinstatement shall be made by regular and Certified Mail. Refusal of reinstatement by the employee shall result in that employee's removal from the recall list. If an employee is laid off from multiple positions, refusal of reinstatement in one position shall not affect their recall rights to other positions for which they were laid off.

ARTICLE XXI – DISCIPLINE

- A. An employee who is disciplined must be disciplined for just and proper cause, within a reasonable period of time from the dates in which the events occurred.
- B. The tenure of all employees in the classified service shall be during good behavior and efficient service, and no employee shall be reduced in pay or position, suspended or removed except as provided in Rule 13 (124.32 and 124.321) for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of work rules duly adopted by an appointing authority or any other failure of good behavior or any acts of misfeasance, malfeasance or nonfeasance in office.
- C. An employee shall be given a copy of any warning, reprimand, or other disciplinary action entered on his personnel record within seven (7) working days of the action taken.
- D. The principles of progressive discipline shall be used in the following order except when the severity of the offense dictates moving to a higher level of discipline:
 - 1. Informal Conference
 - 2. Verbal Warning
 - 3. Written Warning
 - 4. Written Reprimand
 - 5. Suspension
 - 6. Termination of Employment
- E. In the case of Informal Conferences and Verbal Warnings, the employee and the Superintendent or designee will receive a copy of a follow up letter which will not be put in the employee's personnel file. In all other cases of discipline, the employee, the Superintendent or designee, and others who need to know will receive a copy of the letters of Warning, Reprimand, Suspension, and Termination as well as a copy being placed in the employee's personnel file.
- F. Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason or reasons for which he/she has been suspended or discharged. In the case of suspension, the employee will be advised of the duration of the suspension. In the case of suspension or discharge, the employee shall be advised of his right to have a steward present. Further, if the employee so requests, he/she shall be granted a private interview with his steward before the employee is required to leave the premises.

- G. Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purposes of the suspension only, if the employee had been expected to work during this period.
- H. It is important that the employee complaints regarding suspensions and/or discharges be handled promptly. All such disciplinary action may be reviewed through a disciplinary hearing before the Superintendent or designee. Essential to this process is the right to address the complaint and be supplied the supporting evidence.
- I. All verbal and written reprimands will be maintained on a twenty-four (24) month rotating time period (i.e. 24 months from each issuance of discipline). Suspensions will remain in the employee's personnel file for forty-eight (48) months unless any additional suspension is issued within the 48-month period.
- J. Discipline is subject to the grievance procedure.

ARTICLE XXII – CONTRACTING OUT

- A. The employer agrees it shall not reduce the work force during the term of this Agreement by utilizing outside contractors.
- B. This provision does not limit the Board from contracting out Facilities Support work, as in the past. Further, this provision does not limit the Supervisor of Facilities Support from performing bargaining unit work if regular employees are not qualified for the work, unavailable for the work, or the work is refused by bargaining unit members.

ARTICLE XXIII – MISCELLANEOUS

A. Facilities Support Staff

- 1. Facilities support staff will be responsible for the safekeeping of the Board-owned tools and tool boxes.
- 2. Asbestos care and removal will be handled by Ashland City Schools trained and certified personnel.
- 3. Any employee performing asbestos removal work shall only do so when the specific area of the building where the work is being performed is not occupied.
- 4. The employer shall provide and pay the cost of an annual chest x-ray for all approved asbestos certified employees.

B. Labor Management Committee

The Board and the Union agree to establish a Labor Management Committee consisting of one employee from each department and up to five (5) members from the administration who will meet monthly as needed.

C. Administrative Support

Administrative executive assistants and treasurer's office staff (payroll and accounts payable), as well as bookkeeping staff, working within the District will be required to sign a confidentiality statement stating that no information may be released to any individual without prior consent of the Treasurer or Principal. Failure to comply with this provision shall result in disciplinary action in accordance with Article 21 of this agreement.

D. In-School Detention Paraprofessional

Because this position is funded by State and Federal dollars that must be applied for and granted before these programs will be continued, the following shall apply:

1. The employees hired to fill these positions shall work on an as-needed basis with need being set by the building in which they work. Hours will be set at the beginning of each school year and will remain the same for the entire school year.
2. ISD paraprofessionals can be laid off for lack of work, lack of funds and/or ineffectiveness of the program for which they work.

E. Transportation Paraprofessional/Bus Driver

Transportation Paraprofessional/Bus Driver (TP/BD) hours shall vary dependent upon the route to which the TP/BD is assigned. TP/BD's assignments to a Route as either a Driver or Paraprofessional shall be based upon the needs of the district. TP/BD's shall be paid according to the work being performed (i.e. when driving TP/BD's shall be paid at Bus Driver rate of pay, when acting as a Transportation Paraprofessional TP/BD's shall be paid at Paraprofessional rate of pay).

Applicants may be hired into the position of Handicapped Bus Driver/Paraprofessional or TP/BD classification without a Class B Commercial Driver's License with S&P Endorsement (hereon referred to as CDL) so long as all other qualifications are met.

F. Special Needs Paraprofessional

The Board will not attempt to utilize teachers, administrators etc., to perform the duties of special needs paraprofessionals except in extraordinary circumstances. I.E.P.'s will not be written to circumvent the negotiated agreement.

Paraprofessionals for special needs students who need a specific training or skill set that is not easily attainable (blood borne pathogens, CPR, dispensing medications etc.) must have those qualifications prior to any bid for a particular vacancy when the students' needs require such services. Paraprofessionals are required to have their paraprofessional certification prior to their first work day.

G. Extra Summer Work

The employer agrees to notify all less than twelve-month Union members of potential summer work through online postings. Qualified and available Union members shall be offered these positions by district-wide seniority. Rates will be set by the employer.

H. Non-Instructional Summer/Supplemental/Extra Work Contracts

Non-instructional Summer/Supplemental/extra Work contracts shall be offered to OAPSE bargaining unit members by seniority in the following manner:

- 1st Within the department
- 2nd All other departments (district-wide seniority)
- 3rd Any other applicant

I. Safety

1. The employer shall make reasonable provisions for the safety of its employees during the hours of their employment.
2. If an employee believes that an unsafe condition exists, changed from the normal hazards inherent to the job (taking into consideration the age of the building(s)/equipment), he/she shall notify their immediate supervisor of said condition.
3. The condition shall either be corrected immediately (if serious enough that it exposes someone to serious injury), or a time table set to correct it and precautions taken to assure someone won't be injured.
4. In the case of a disagreement, the condition shall be reviewed by the Local Union President and the Assistant Superintendent or their designees and a reasonable compromise shall be reached.

J. Breaks/Lunch

- 1 Each classified employee is entitled to a paid fifteen (15) minute break during each three and one-half (3^{1/2}) consecutive hours worked per day.
2. Employees who work at least a six and one half (6 1/2) hour consecutive day shall be entitled to an unpaid lunchtime at least thirty (30) minutes in duration. Such time off may be taken outside of the building, if desired, and is not to include any duties pertaining to the employee's job during said unpaid time providing all safety provision of a building have been met prior to an employee leaving the building. Any employee required by their immediate supervisor/principal to eat in the building shall be paid for said time, or be released early an equal amount of time. Food service employees shall have their paid lunch break as schedule permits in their building.

K. Tobacco

The Board shall provide, at no cost to any interested member, and at the option of the member, the right to enter a “stop smoking program” that may be available from qualified practitioners. Such option shall be available twice per three (3) year contract cycle.

L. Food Service Banquet Hourly Rate

The Food Service Department will pay a set banquet hourly rate as follows for all Food Service employees who work banquets. The Head Cook where the banquet is being held has automatic first right of refusal to work the banquet. All other needed employees will be selected by seniority rotation from a predetermined sign-up sheet of interested food service employees.

The hourly banquet rates is \$10.00 an hour, unless they are expected to prepare or serve food, in which case they will be paid at the hourly rate of that position (general worker).

M. Enrollment of Children of Employees

The Board shall allow members of the bargaining unit who do not live within the boundary of the school district to enroll their child/children in the Ashland City Schools without a tuition charge to such member. Transportation from outside the district shall be the responsibility of the member. The enrollment process will allow each member who is interested in enrolling his/her child or children to specify a first and second choice of school buildings. Such choice(s) will be controlled by availability of space, etc., and the final decision will be made by the Superintendent or designee.

N. Agenda for Board Meetings

The President of OAPSE Local #233 shall be provided with an agenda in advance of regular Board meetings.

O. School Activities Pass

Each member shall receive, upon written request, a pass that would allow the bargaining unit member free admission to Board-sponsored activities with the exception of reserve seating and/or sold out events.

P. Use of Cameras

The Board of Education has the right to install cameras as it deems necessary for the protection, safety and security of students, employees and property. The content created by such cameras may be reviewed in order to view the circumstances giving rise to a specific event and if employee misconduct is discovered, an employee may be subject to discipline. If discipline is implicated by such a review, the employee will be notified of the alleged misconduct within a reasonable time of the discovery. The employee will be afforded an opportunity to review the content related to the employee and present the employee’s side of the incident prior to any discipline. The language of this provision is

not intended to create any individual right to privacy other than that already provided as a matter of law.

ARTICLE XXIV – EVALUATION PROCEDURE

- A. The evaluation process is a procedure between the Board and the classified employee to facilitate the improvement of each employee’s performance. At least one (1) evaluation per school year will be completed by an employee’s immediate supervisor, building administrator, and/or central office administrator.
- B. The Board will allow a written rebuttal by an employee to be attached to all evaluations. The rebuttal would remain a part of the employee’s file as long as the evaluation in question is retained.
- C. A committee made up of three (3) union members and three (3) administration members will develop an appropriate evaluation tool to evaluate classified employees. This committee may reconvene at any time to discuss concerns with the evaluation tool. Changes of the evaluation tool must have the majority approval of each committee.
- D. The evaluation form will contain the following statement: “The employee’s signature indicates that all phases of the evaluation have been conducted with the full knowledge of the employee and does not necessarily indicate agreement with the contents of the completed form.”

ARTICLE XXV – DRUG-FREE WORKPLACE

- A. All employees shall receive a copy of this provision and a copy of the Board adopted resolution regarding a drug-free workplace.
- B. All employees shall refrain from the use, manufacture, distribution, or possession of drugs or alcohol while on the job or on school premises. All employees shall refrain from using any illegal drugs or any other medications or substances in an illegal manner. The Board reserves the right to institute a 100% random drug testing program to insure compliance with this provision. The Board also reserves the right to provide a mandatory drug-free awareness and education program for all employees.
- C. For the purposes of these provisions, the following definitions shall apply:
 - 1. “Drug abuse offenses” shall be defined as the unlawful possession, use, or distribution of illicit drugs and alcohol.
 - 2. “Workplace” is defined as any area under the control of the school district or at any school sponsored activity regardless of location.
- D. An employee accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause. For the purpose of this section, the initial disciplinary sanction shall be the completion of an appropriate rehabilitation program

provided by the Board. Subsequent offenses may result in further just cause discipline and/or termination in accordance with the ORC and the provisions of this Agreement.

- E. Any employee charged with a work disqualifying offence under O.A.C. 3301.20.03 of the state statute, must report his/her charge(s) to the administration no later than five (5) working days after the charge. Failure to do so may result in discipline for just cause.

ARTICLE XXVI – P.E.O.P.L.E. DEDUCTION

The Board agrees to offer payroll deduction to members of the bargaining unit for employees who wish to voluntarily contribute to the OAPSE P.E.O.P.L.E. Program. All such deductions shall begin with the first pay in October each school year and the Treasurer must be notified on or before September 15 each year of employees' desire for such deductions. Once the deductions are started, the only change an employee can make is to cancel his/her deduction.

ARTICLE XXVII – UNION RIGHTS

1. The Union President may conduct Union business such as grievance and/or complaint investigation at the employee's job site during regular working hours with prior approval of the Superintendent.
2. The Union has the right to use interschool mail, designated bulletin boards and/or copy machines (with costs reimbursed to the Board) for official Union communications.
3. The Union shall be notified of all newly hired bargaining unit members and given not less than fifteen (15) minutes to speak to the new employee(s).

ARTICLE XXVIII – DURATION AND INTENT OF AGREEMENT

A. Entire Agreement Clause

This Agreement constitutes the entire Agreement between the parties, and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement.

B. Contrary to Law Provision

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any statute, law, ordinance, or regulation, contrary to which the parties have no legal right to contract, then the latter shall prevail; but in such event, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

C. Duration

The terms and conditions of this Agreement shall remain in full force and effect from January 1, 2016, to December 31, 2020. Either party may initiate negotiations for wages only in accordance with Article IV(B) in the month of September of 2018. If neither party exercises its right to initiate negotiations within the time frame stated in that article, the negotiated agreement will be extended for an additional two (2) consecutive years.

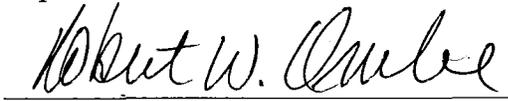
FOR THE BOARD:



President, Board of Education



Superintendent



Business Manager

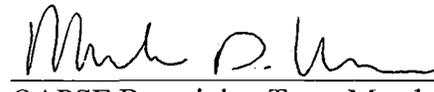


Treasurer

FOR THE UNION:



President, OAPSE Local #233



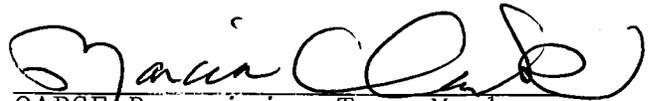
OAPSE Bargaining Team Member



OAPSE Bargaining Team Member



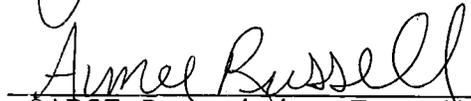
OAPSE Bargaining Team Member



OAPSE Bargaining Team Member



OAPSE Bargaining Team Member



OAPSE Bargaining Team Member

APPENDIX A

<u>Department</u>	<u>Pay Class</u>	<u>Wage</u>	<u>Position/Classification</u>	<u>Hours</u>	<u>Days</u>
Admin Support	1	20.00	Treasurer Assistant I (payroll)	8	260
Admin Support	2	19.00	Executive Assistant (HS)	8	260
Admin Support	2	19.00	Executive Assistant (MS)	8	260
Admin Support	2	19.00	Executive Assistant (Elementary)	8	211
Admin Support	3	18.00	Treasurer Assistant II (bookkeeper)	8	260
Admin Support	4	17.50	General Secretary I (HS)	8	260
Admin Support	4	17.50	General Secretary I (receptionist, Director of Curriculum)	8	260
Admin Support	4	17.50	General Secretary I (bookkeeper)	8	228
Admin Support	4	17.50	General Secretary I (MS/R&E)	8	211
Admin Support	4	17.50	General Secretary I (athletic)	8	217
Admin Support	4	17.50	General Secretary I (HS guidance)	8	260
Admin Support	4	17.50	General Secretary (MS guidance)	8	217
Admin Support	4	17.50	General Secretary I (attendance)	8	217
Admin Support	4	17.50	General Secretary (auxiliary)	varies	dependent
Admin Support	4	17.50	General Secretary (library coordinator)	8	207
Admin Support	4	17.50	General Secretary I (child nutrition asst)	varies	dependent
Admin Support	5	16.50	General Secretary II	3 2/3	211
Food Service	3	18.00	Cook Manager	7.5	196
Food Service	5	16.50	Assistant Cook Manager	7.5	196
Food Service	7	14.00	General Worker	varies	194
Facilities Support	1	20.00	Head of Maintenance	8	260
Facilities Support	2	19.00	Head Custodian I (HS)	8	260
Facilities Support	2	19.00	Head Grounds Maintenance	8	260
Facilities Support	3	18.00	Head Custodian II (MS)	8	260
Facilities Support	3	18.00	Utility Maintenance	8	260
Facilities Support	4	17.50	Head Custodian III (T, R, E)	8	260
Facilities Support	4	17.50	General Maintenance (Delivery & Mail)	8	260
Facilities Support	5	16.50	General Custodian I (Assistant, HS, MS, Reagan)	8	260
Facilities Support	7	14.00	General Custodian II (Level 3)	8	260
Facilities Support	7	14.00	General Custodian II (floating - position where needed)	8	260
Staff Support	8	13.00	Parapro I (Student Attendant)	6.5	194
Staff Support	8	13.00	Parapro I (teacher parapro/Sp Ed)	6.5	194
Staff Support	8	13.00	Parapro I (library)	6.5	197
Staff Support	8	13.00	Parapro I (library keyboarding)	6.0	194
Staff Support	8	13.00	Parapro I (health)	7	197
Staff Support	8	12.00	Parapro II (noon MS)	3	194
Staff Support	9	12.00	Parapro II (noon)	2	194
Staff Support	9	12.00	Parapro II (isd)	varies	194
Transportation	9	12.00	Parapro II (futures)	varies	194
Transportation	9	12.00	Parapro II (leap)	varies	194
Transportation	9	12.00	Transportation Parapro/Bus Driver (handicap)	6	194
Transportation	1	20.00	Head Mechanic	8	260
Transportation	2	19.00	Mechanic (technician)	8	260
Transportation	2	19.00	Student Transport I (bus driver)	4 1/3	194
Transportation	2	19.00	Student Transport I (bus driver, handicap)	8	194
Transportation	3	18.00	Student Transport II (leap)	varies	194

APPENDIX B

Staff Support Department Pathways

1. Health, Safety and Wellness Core	150
2. Teacher Paraprofessional	150
3. Teacher Paraprofessional Advanced	300
2. PRAXIS	250
3. CPI-nonviolence Intervention (in positions where not required for employment)	50
4. STNA	200
5. C-MA, R-MA	200
6. Post-Secondary Degree	500
7. EMT-B	0.50/hour
8. EMT-I	0.75/hr
9. EMT-P	1.00/hr
10. LPN	1.50/hr
11. RN	2.00/hr

Administrative Support Department Pathways

1. Health, Safety and Wellness Core	150
2. Electronic Document and Storage Training/Proficiency	100
3. CPI-nonviolence Intervention (in positions where not required for employment)	50
4. Windows 10 and Google Docs Training/Proficiency	100
6. Post-Secondary Degree	500

Transportation Department Pathways

1. Health, Safety and Wellness Core	150
2. ASE Certified Diesel Mechanic*	1000
3. Master Bus Mechanic I*	1000
4. Master Bus Mechanic II*	1000
5. OBI*	1000
6. Master in Transportation*	1000
7. Mapping & Scheduling*	1000

Facilities Support Department Pathways

1. Health, Safety and Wellness Core	150
2. Custodial Tech Basic (unless required)	150
3. Custodial Tech Advanced (unless required)	300
4. Custodial Supervisor Certification*	1000
5. Turf Management with Herbicide License*	1000
6. Small Engine Repair Certification	300
7. HVAC certification	100
8. Building Maintenance and Prevention Certification	100
9. Electrical Application, Coding and Arc Fault Certification*	1000
10. Plumbing Certification	150
11. Fire Alarm Certification	750
12. Fire Extinguisher Certification	750
13. Fire Sprinkler Certification	750

Food Service Department Pathways

1. Health, Safety and Wellness Core	150
2. CPI-nonviolence Intervention (in positions where not required for employment)	50
3. ServSafe Handler	50
4. ServSafe Manager	500
5. School Nutrition Association Level 1*	1000

APPENDIX C

Definition:

<u>USAS CODE</u>	<u>DESCRIPTION</u>	<u>FY2016</u>	<u>FY2017</u>	<u>DIFFERENCE</u>	<u>FY2018</u>	<u>DIFFERENCE</u>
3110	State Foundation Basic Aid	X	Y		Z	
3190	Casino Revenue	X	Y		Z	
3131	Rollback	X	Y		Z	
3132	Homestead Exemptions	X	Y		Z	
3135	TPP Tax	X	Y		Z	
3211	Economic Disadvantage	X	Y		Z	
3219	VOC Ed Weighted Funds	X	Y		Z	
		TOTAL X	TOTAL Y	(X-Y)=Change in State Funding	TOTAL Z	(Y-Z)=Change in State Funding
				If change has increased 1% or more; 15% of the increase will be the total one-time payment proportionally allocated to OAPSE.		If change has increased 1% or more; 15% of the increase in full 1% increments will be the total one-time payment proportionally allocated to OAPSE.

Example for 2017 Calculation:

<u>USAS CODE</u>	<u>DESCRIPTION</u>	<u>FY2016</u>	<u>FY2017</u>	<u>DIFFERENCE</u>	
3110	State Foundation Basic Aid	\$12,600,000	\$13,200,000		
3190	Casino Revenue	\$175,000	\$200,000		
3211	Economic Disadvantage	\$350,000	\$360,000		
3131	Rollback	\$1,256,900	\$1,256,900		
3132	Homestead Exemptions	\$600,500	\$600,500		
3135	TPP Tax	\$1,450,000	\$1,450,000		
3219	VOC Ed Weighted Funds	\$84,000	\$95,000		
	Total	\$16,516,400	\$17,162,400		
				\$646,000	Dollar Increase of State Funding
				3.91%	Percentage Increase -Exceeds 1% threshold
				3%	Percentage Increase Available for Distribution
				\$495,652	Total Dollars available for Distribution Calculation
				\$74,348	15% of dollars available for distribution to OAPSE

CONFIDENTIALITY AGREEMENT

Bargaining unit members who have access to confidential information shall respect the nature of this information and maintain confidentiality. Such information shall only be shared with district personnel who have a right to access this information.

Any and all questions about confidentiality or potential confidentiality concerns should immediately be raised with their supervisors. Bargaining unit members who fail to maintain confidentiality may be subject to discipline, up to and including, termination in accordance with Article 21 of the negotiated agreement.

Employee Signature

Date

Ashland City Schools

Record of Temporary Assignment

Employee's Name _____

Current Contract Position _____ Building _____

Temporary Position _____ Building _____

Assignment Start Date _____ Completion Date _____

Total Hours _____

Duties Performed _____

Supervisor's notes _____

Supervisor's signature _____

Employee's signature _____

Distribution List:

Employee's personnel file

Employee

O.R.C. SECTION 5705.412 CERTIFICATE
O.A.P.S.E. Contract Effective 1/1/16 through 12/31/18

IT IS HEREBY CERTIFIED that the ASHLAND CITY SCHOOL DISTRICT BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes, which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding year, except that if the above expenditure is for a contract this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

DATED: _____, 2016

ASHLAND CITY SCHOOL DISTRICT
BOARD OF EDUCATION

Board President

Superintendent

Treasurer