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AGREEMENT

between the

ORANGE BOARD OF EDUCATION

and the

OAPSE ASSOCIATION-LOCAL #561

January 1, 2016 through and including December 31, 2018

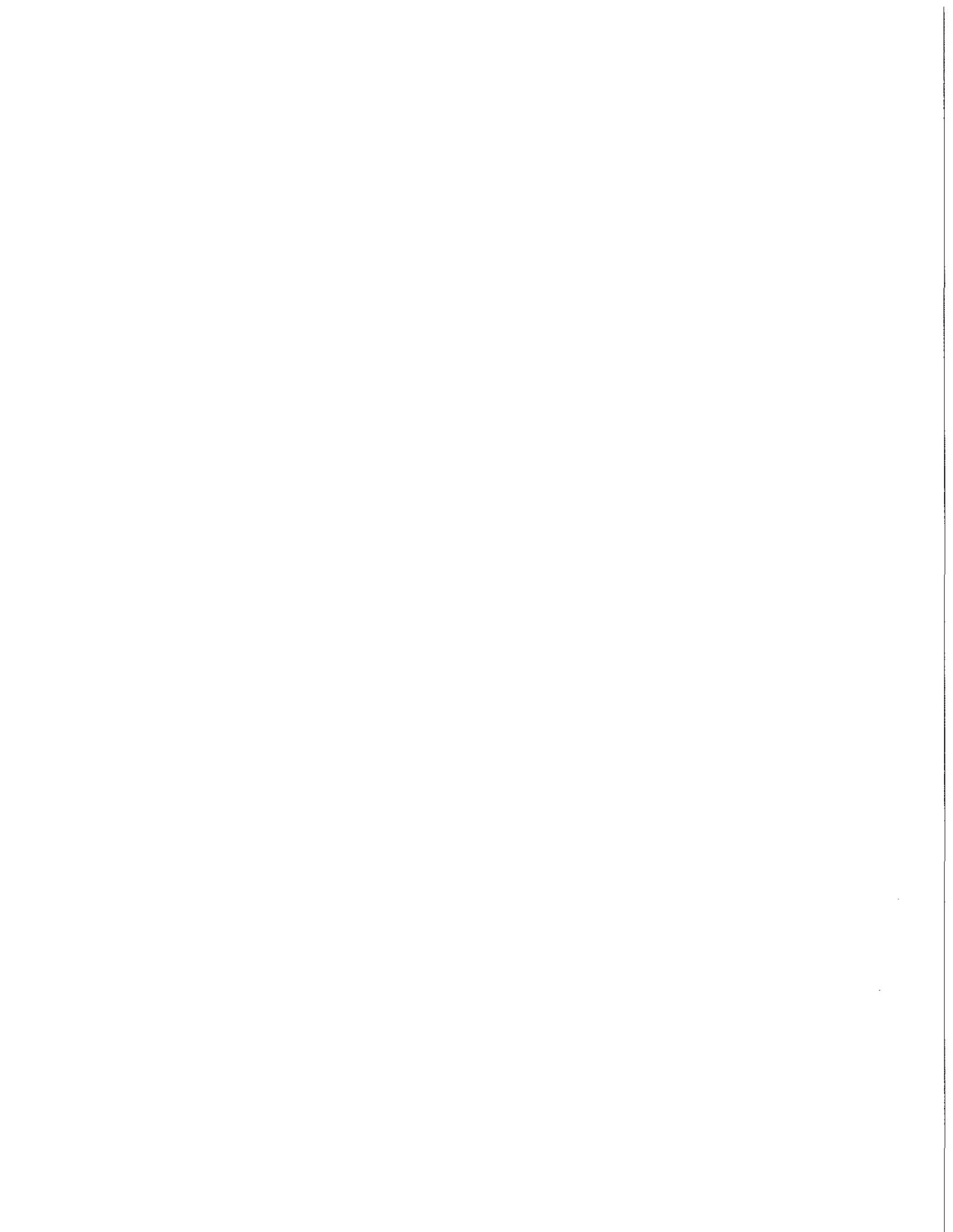
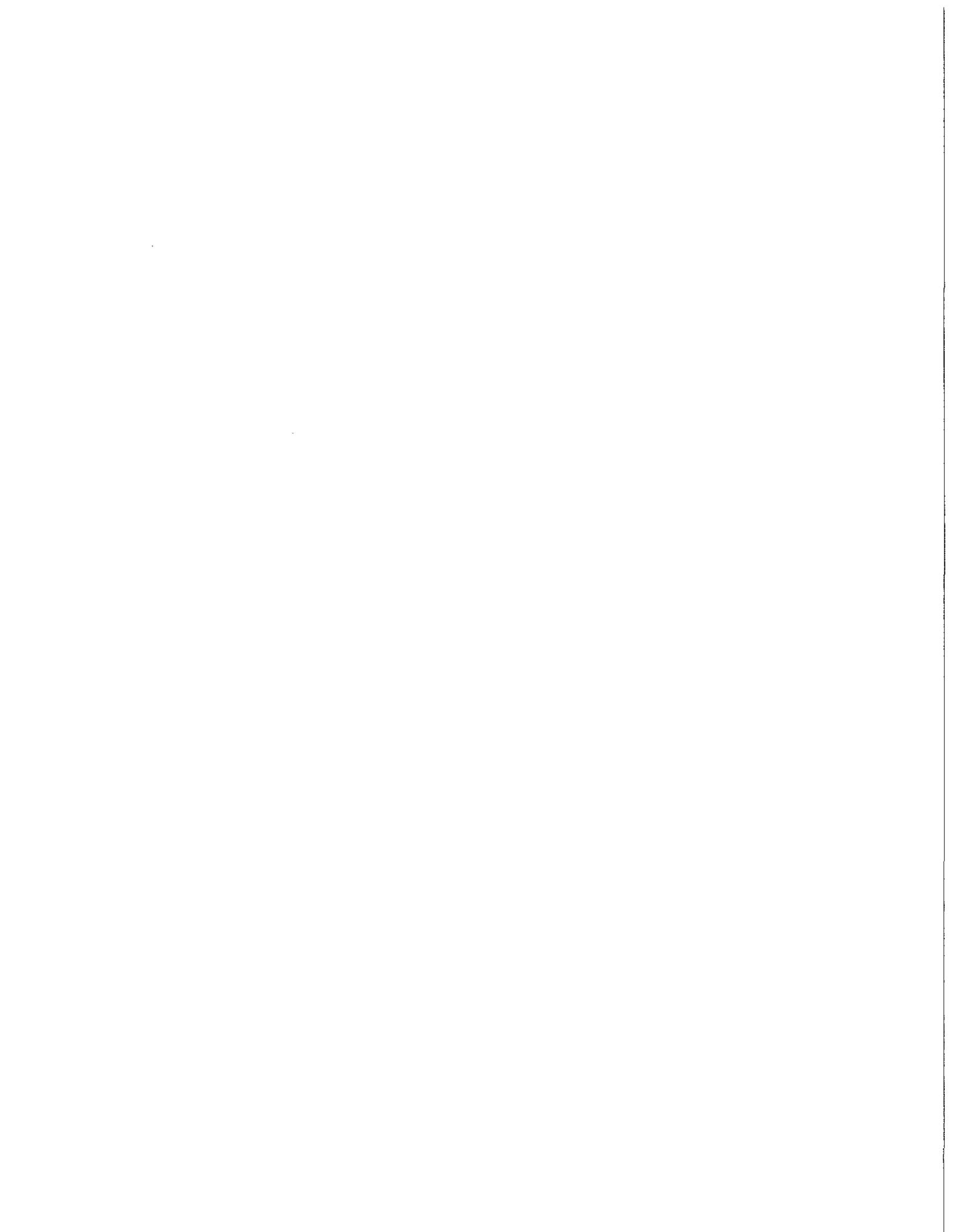


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ARTICLE I - RECOGNITION:

The Board of Education of the Orange City School District (hereinafter the "Board" and/or "Employer") recognizes the Ohio Association of Public School Employees, AFSCME, AFL-CIO, on behalf of its affiliate Local #561 (hereinafter referred to as the "Association" and/or "Union") as the sole and exclusive bargaining agent for the members of the bargaining units, henceforth, the term classification will refer to a job identification in this list. Hereinafter, "Unit Member" or "Unit Members" shall consist of all support staff personnel who work as: full time bus driver, part time bus driver, mechanics, custodians, maintenance personnel, cafeteria helper, head cook/kitchen manager, food truck driver, bus aide or bus monitor, lead maintenance, lead mechanic, mail/utility, bus driver/mail run, warehouse/maintenance. building engineer, full time driver/mechanic, part time custodian, and any member who is acting as a substitute in classifications covered by this Agreement. Excluded are all persons determined by law to be in any management position. Also excluded are supervisory, or those in a confidential position including: transportation supervisor, campus supervisor, the transportation secretary, the food service supervisor and assistant food service supervisor, building supervisor(s), any other personnel classified as supervisory, managerial or confidential, so long as the person(s) responsibilities are consistent with Ohio Revised Code Section 4117.01(F) and (K), all substitute on call bus drivers or on call substitute food service personnel, and all student employees. Substitute on call bus drivers and substitute on call food service personnel are those employees who are used to replace absent bargaining unit members who are absent for illness, injury, vacation, or other good and just cause. Should the Board determine and create and fill such jobs, the position of team leader shall be part of the bargaining unit represented by Local 561, with a salary for such position subject to bargaining between representatives of the Board and Local 561.

Recognition of the bargaining unit shall not prevent any member of the bargaining unit from presenting his/her views to the Board or Superintendent in accordance with law.

Should the Employer create a new position and/or classification, and such position's and/or classification's work be related to the Union's present bargaining unit, such position or classification shall be added to the Union's bargaining unit as specified in Section I of this Article.

ARTICLE II - NEGOTIATIONS PROCEDURE:

- A. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party by September 1st of the year in which this Contract expires. The parties shall hold their first negotiation session by October 15th at which time they will jointly notify SERB of the commencement of negotiations and impasse procedures identified in this Contract in place of the procedure alternatively provided and then in effect under R.C. 4117.14 and related sections. At such session, they shall exchange their proposals as provided in Paragraph G. below.

- B. Negotiation sessions shall be closed to the public and media. At least one of the Association negotiation sessions will be conducted during regular business hours of the Board without loss of pay or without required makeup work periods. Additional sessions may be held without required make-up periods or loss of wages as the parties see fit. The OAPSE President and/or local chief negotiator shall not be required to make-up any work period lost during negotiations or suffer any reduction in pay.
- C. Each negotiating team shall consist of no more than five (5) unit members. Each team may have a field representative or advisor at the table. Each team may have up to one (1) additional person as observer or consultant at the table from time to time. The composition of the team shall be in the sole discretion of the respective parties; however, once selected, no substitutes will be permitted without the consent of the other party. Consultants used by either party, either in or in conjunction with any such negotiation session or meeting, shall be paid by the party using them.
- D. Prior to the completion of each negotiation session, a mutually agreeable time, place, and date shall be set for the next negotiation session.
- E. Upon request by either party, information concerning the financial resources of the District and any other information pertinent to any matter(s) under consideration shall be exchanged within a reasonable length of time mutually agreed upon by the parties.
- F. The Board and Association agree to negotiate all matters set forth in ORC 4117.
- G. Proposals shall be exchanged by the parties at the first meeting and shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation. Thereafter, new proposals may not be submitted. Topical listings, or so-called "laundry lists", shall constitute a failure to comply with this paragraph and shall be disregarded.
- H. Upon request of either party, the negotiation's meeting shall be recessed to permit the requesting party a period of time, not to exceed 30 minutes, within which to caucus in private unless extended by mutual agreement.
- I. The parties mutually pledge that their representatives will be clothed with all necessary powers and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- J. As negotiation's items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by the representatives of each party. Each party may determine the number of matters included in an "item." Each item(s), receiving tentative agreement shall not be altered or changed unless mutually agreed upon by both parties; however, both parties retain the right to trade off

tentative items and/or withdraw such items for other consideration within the package which itself may, at the option of either party, be treated as one "item."

- K. When the negotiating teams reach tentative agreement for the Contract, all of the members, including "consultants", if any, identified in Paragraph C above, shall recommend acceptance of the Agreement to the parties they represent.
- L. Upon reaching tentative agreement upon the Contract, said Contract shall be presented to the Association for ratification within ten (10) weekdays. Upon ratification by the Association, the Contract shall be presented to the Board for adoption within ten (10) weekdays.
- M. If by December 1st, or a later date mutually agreed upon, tentative agreement on all items is not reached, both parties shall use the services of the Federal Mediation and Conciliation Services (FMCS) as follows:
 - FMCS shall be contacted jointly by both parties so that mediation may start within three (3) days after Petitioning FMCS or the date mutually agreed upon. Once started, mediation shall continue until tentative agreement is reached on all unresolved items.
- N. In the event the parties are unable to reach agreement by December 31st, or a later date mutually agreed upon, all of the terms in each Article of the Contract including the disagreement provisions set forth in this Article shall be deemed exhausted.

ARTICLE III - DEFINITIONS:

- 1. "Active Pay Status" means the Bargaining Unit Member is actually working, receiving wages by way of vacation, sick leave, personal leave, or other paid leave of absence. Unit Members who are not on active pay status due to an unpaid leave of absence, suspension, termination, or lay-off will not accrue vacation or sick leave or be eligible for holiday pay.
 - Unit Members whose assigned work year is suspended for school recess periods (spring, summer and Christmas vacation) will continue to accrue vacation, sick leave and personal leave. Eligibility for use of and payment for sick leave, vacation leave, personal leave or eligibility for holiday pay can only be exercised during the Unit Member's assigned work year for work performed as part of their regular assignment (excluding Field Trips).
- 2. "Administration" shall mean those excluded from the bargaining unit as identified in Paragraph I: Recognition.
- 3. "Central Office Administrator" shall mean the Director of Business Services or the Director of Human Resources.

4. "Grievance" shall mean a claim by a Unit Member or Members or the Union that there has been a violation, misinterpretation, or misapplication of this Contract between the Union and the Board. If any grievance arises, there shall be no work stoppage or suspension of work, for it is intended that it shall be submitted to this Grievance Procedure.
5. "Grievant" shall mean the Unit Member or Members, and/or Association.
6. "Immediate Supervisor" shall mean the administrator having immediate supervisory responsibility over the Unit Member, the building principal or his/her designee.
7. "Campus Seniority" shall mean uninterrupted, continuous service and employment for the Orange Board of Education beginning with the most recent and latest date of hire. Excluded from establishing Seniority will be any time employed by the Orange Board of Education as a substitute employee. The Local President or designee may request and shall receive a current seniority list. Following delivery of that list to the President, all Unit Members will have thirty (30) days to seek any corrections to that list once it is posted. A Seniority List will be posted each year in September. All Unit Members will have fifteen (15) days to seek any corrections to that list once it is posted. If there are no corrections, then the Seniority List will be binding on all parties. Seniority shall terminate if the Unit Member: (1) quits or resigns; (2) is discharged for just cause; (3) exceeds an approved leave of absence; (4) is absent for four (4) days without properly notifying the Board; or (5) is laid off for thirty-six (36) consecutive months.

The District will employ campus seniority for purposes of reduction in force, while departmental seniority will be used for the purpose of bus route assignments, field trips, additional assignments and overtime assignments. Commencing January 1, 2001, any Unit Member awarded a position in a new/different classification will have her/his name placed at the bottom of the seniority list for that new classification. Seasonal assignments shall be made using campus seniority.

8. "Departmental Seniority" shall mean the length of continuous service in a particular department within a bargaining unit classification in the Orange Schools, e.g., food service, transportation, custodial or maintenance. Any Unit Member awarded a position in a new/different classification will have her/his name placed at the bottom of the seniority list for that new classification.
9. "Full Time" is any Unit Member whose job posting requires a twelve (12) month assignment and whose scheduled hours worked are eight (8) hours per day. A "Part Time" employee is a Unit Member whose job posting requires less than twelve (12) months. A "part time" employee may also be a Unit Member whose

job posting requires a twelve (12) month assignment and whose scheduled hours worked are less than eight (8) hours per day.

10. "Work Days" shall mean paid work days during the Unit Member's regular work week. "Days" shall mean calendar days.

ARTICLE IV -- GRIEVANCE PROCEDURE:

A. Rights of the Grievant and the Association

1. A Grievant shall be accompanied, beginning at Step I of the Grievance Procedure, by a representative of the Union through the duration of the grievance.
2. The purpose of this procedure is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievance. All parties agree that grievances will be kept as confidential as appropriate and processed as expeditiously as possible.

B. Time Limits

1. The number of days (workdays) indicated at each step in the procedure shall be the maximum.
2. If the grievant does not present a grievance within fifteen (15) days (workdays) of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the Board's last decision and the grievance shall not be eligible for further appeal and shall be considered non-arbitrable.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level. The Board will be required to answer the grievance in writing at either Step II or Step III.
5. All notices of hearings, disposition of grievances, written grievances, and appeals shall be in writing and hand-delivered or mailed by certified mail, return receipt requested.
6. Every effort will be made to process the grievance to a satisfactory conclusion by the end of the school year.

7. Hearings will be conducted at a time and place which will afford a fair and reasonable opportunity for all persons to be present and attend. If possible, these hearings will be held during the regular business hours of the Board of Education.
8. The time limits set forth in Step I through Step III of this grievance procedure are considered to be the maximum, but may be extended by mutual agreement.
9. The grievance document can be any color or electronically/digitally altered in any way as long as it follows the grievance form set forth in this contract.

C. Grievance Procedure

1. A problem, except as indicated above in Section B, Paragraph (2), shall first be presented to the Immediate Supervisor in an attempt to resolve the problem.

In the event an employee has a concern that may or may not be a grievance, the employee shall meet with her/his immediate administrative supervisor to discuss the concern.

STEP I. This involves a meeting with the Immediate Supervisor. If the grievance is not resolved within five (5) days of the meeting with the Immediate Supervisor, the Grievant, and a Union representative, it will be summarized in writing by the Immediate Supervisor and this summary will be presented to the Central Office Administrator with a copy to the Grievant and the Union President. In addition to the summary, two (2) copies of the grievance form shall be submitted by the Grievant to the Central Office Administrator. For maintenance and custodial employees, the Campus Supervisor shall hear the Step 1 grievance.

STEP II. If the grievance is not settled at STEP I, the Grievant shall within five (5) workdays of such disposition submit same to the Superintendent or his/her designee, who shall within ten (10) days meet with the Grievant and the Union representative. Within five (5) days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance forwarding a copy to the Grievant, to the Union representative, the Union President, and the Central Office Administrator.

STEP III. If the Union is not satisfied with the disposition of the grievance at STEP II, the Union may request a hearing before an arbitrator by completing Grievance Report Form. The Union's request for arbitration shall be made within forty-five (45) days following the receipt of the disposition of grievance from the Superintendent or his/her designee or the lapse of forty-five (45) days from the date that the response is due, whichever occurs first. The Union's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. Within five (5) days following receipt of the Union's request for arbitration, the Superintendent or his/her designated representative and the Grievant or his/her designated representative shall mutually petition the Federal

Mediation and Conciliation Services (FMCS) to provide both parties with a list of seven (7) names of labor arbitrators from Northeast Ohio from which an arbitrator will be selected by the alternative strike method and notified in accordance with the rules of the FMCS. A second list of seven (7) names may be requested by either party. The toss of a coin shall determine who strikes first. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the necessary hearing promptly and issue the decision within such times as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on all of the parties to this Contract and to the Grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining Contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declaration of opinion which are not directly essential in reaching his/her decision. The arbitrator shall in no way interfere with management prerogatives nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law. The fees and expenses of the arbitrator shall be borne by the losing party. For purposes of the Grievance Procedure Provisions (Sections C and D of this Article), "days" does not include weekends, holidays or other days when the Orange Schools are not in session (other than summer vacation).

D. Miscellaneous

1. Nothing contained in this procedure shall be construed as limiting the individual right of the employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels for communication. Nothing in this Agreement shall prevent the parties from attempting to mediate any grievance through FMCS at any time
2. In the event that the local or state Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievance shall be considered withdrawn without prejudice. The Grievant is entitled to appeal either the local or state decision to not further process her/his grievance according to guidelines outlined in the OAPSE State Constitution.
3. Either the Union President, Vice President and/or Grievance Chairperson shall be allowed reasonable time to carry out the functions of their office during working hours without loss of pay if they are attending an administrative initiated session which calls for their presence.

Furthermore, the aggrieved employee and his/her representative (Union President or designee) shall not lose any regular straight time pay for any time off the job while attending any grievance hearing or arbitration proceedings.

ARTICLE V - BOARD OF EDUCATION RIGHTS:

- A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing all of the rights identified in R.C. 4117.08. These include:
1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
 2. Direct, supervise, evaluate, or hire employees;
 3. Maintain and improve the efficiency and effectiveness of government operations;
 4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the employer as a unit of government;
 8. Effectively manage the work force;
 9. Take actions to carry out the mission of the public employer as governmental unit.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by:
1. the specific and express terms of this Contract, and

2. the Ohio Statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE VI - BARGAINING UNIT RIGHTS:

The Association shall have the following rights in addition to the rights contained in this Contract:

- A. The rights of every employee of the Board to freely organize, join and support the organization for the purpose of engaging in collective bargaining.
- B. The right to engage in any legal activities of the Union or to institute any grievance with respect to any terms or conditions of this Agreement.
- C. The right to use without charge, specified bulletin boards, boards, mailboxes and the use of the school courier system for the postings or transmission of Union matters.
- D. The right of the Union President to receive copies of the Board agenda prior to special or regular Board meeting, minutes and adopted resolutions if so requested by the Union President.
- E. The right of access at reasonable times and for a reasonable period with prior notice to and consent from the supervisor of the employee(s) to be visited and to areas in which the employees work for a reasonable, provided that such access does not interfere with the timely completion of work assignments. Such consent will not be denied without justification. If consent is denied, time must be provided during the same work day in order to conduct the Union business.
- F. The right to meet with the Superintendent a minimum of four (4) times throughout the year and at any additional times at a call of the Union or the Board to review and discuss current school problems and practices. Such meetings shall be held at mutually agreeable dates and times.
- G. The unit members have the right to be given at least twenty-four (24) hours notice before discipline is imposed or pending discipline, as long as the employee's behavior does not endanger the students, public or other employees of the District. Employees may be assigned to home without loss of pay or benefits immediately.
- H. The Union has the right to use the District copy service at agreed upon times at the standard rate charged to school-connected organizations.

- I. The right to have upon request at least one Union Member appointed to each District level committee which may affect the terms and conditions of employment for bargaining unit members.
- J. The right to the use of school buildings, when same are open, for Union meetings, provided such use is requested in advance and approved in accordance with Board policy.
- K. The right for Union officers to meet with new support staff employees for fifteen (15) minutes within fifteen (15) workdays of their first workday to acquaint same with Union.
- L. The right of the Union Treasurer to receive, in writing, within fifteen (15) days of the first workday the name, job classification, amount of hours hired for, wage step, and hourly wage of each new support staff employee.
- M. The right to have Union Officers leave their building or job site, with-prior notice to their immediate Supervisor and consent from the administrative Supervisor of any employee to be visited to deal with Union business. Such consent will not be denied without justification. If consent is denied, time must be provided during the same workday in order to conduct the Union business.
- N. Upon approval of the immediate administrative Supervisor, the Union President, Vice President, Grievance Chairperson or official Union designee named by the President or acting President may enter the job site of a Union member to discuss pertinent Union business with that employee or supervisor.
- O. Upon approval of a Central Office Administrator, Union Officers may attend meetings called by the Administration at no loss of pay.
- P. The Union President, Vice President, official Union designee named by the President or acting President and Grievance Chairperson shall be allotted up to a combined total of six (6) hours per pay period for Union business during their work hours. Appropriate accounting of these hours through punching in and punching out of the District time management system must be made. It is understood and agreed that the time of the Union President or official Union designee named by the President or acting President and Grievance Chairperson attending standard bearer group activities or meetings called by the Superintendent, Director of Business Services or Director of Human Resources are not included in the hours above. Time spent in Grievance meetings beginning with Step One as defined in Article IV(C) shall not be counted against the six (6) hours per pay period. Union leaders using these hours must clock out as "union business" and clock in upon completing activity. Should a Union leader covered by this clause need to go over the allotted amount of time to conduct Union business, they may make up any missed work assignments sometime during the same day, provided that does not result in overtime eligibility.

ARTICLE VII - ASSOCIATION DUES DEDUCTION:

Association Dues/Service Fees:

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 the Agreement at Article XII section A 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;

1. Each current bargaining unit member desiring Union dues deduction shall submit an authorization form to the school Treasurer. Such authorization shall be continuous. All bargaining unit members shall be required to maintain dues/service fee deductions. New employees may request deductions at any time during the school year. Dues deduction missed shall be the obligation of the individual employee.
2. Authorization for membership shall be irrevocable, except that membership may be withdrawn if submitted during a period of ten (10) days ending August 15th during the year preceding the expiration of the Contract. If membership is not revoked during this period, it shall continue for a successive period. Copies of all revocations shall be made available to the Chapter President and/or Treasurer upon his/her request.

The Union shall forward to the Treasurer by September 1st of each year the amount to be deducted for this year if changed from previous year. Deductions of dues shall be taken from twenty (20) pays. Local dues will be taken out of the first two pays and sent to the local Union Treasurer. Local dues for new employees after the first two pays will be collected by the Union directly. The remaining dues will be equally deducted for the remaining 18 pays. All dues and service fees shall be remitted to the OAPSE State Treasurer once per month during the period of dues deduction. The employer agrees not to honor any check off authorization or dues deduction authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms and conditions of employment. The Employer agrees to provide between July 1st and August 1st of each year a list of all employees on the payroll effective July 1st, their hourly rate, number of workdays, and number of hours to be worked. This report shall be sent to the OAPSE Treasurer and OAPSE Chapter President. It shall be the responsibility of the Union to prescribe an internal rebate procedure to determine what rebate, if any, shall be made to service fee payers, which conforms to the provisions of Section 4117.09(c) of the Ohio Revised Code. It is specifically understood that the Union agrees to indemnify and save the Employer harmless against any judgments, costs, expenses or other liability the Employer might incur

as a result of the implementation and enforcement of these provisions, provided that:

1. The action brought against the Employer must be a direct consequence of the Employer's good faith compliance with this fair share provision.
2. The Employer notifies the Union in writing and within fifteen (15) days of any claim made or action filed against the Employer.
3. The Board agrees to permit the Union or its affiliated organizations to intervene as a party if it so desires and/or not to oppose the OAPSE or organizations with which it is affiliated applications to file brief's amicus curiae in the action.

With proper written authorization on a form provided by the Board, the Board agrees to deduct for:

- A. Orange Credit Union;
- B. Premium for approved sheltered annuities. The employee shall be entitled to access her/his annuity account twice per year to change contribution amounts.
- C. United Way - \$10.00 minimum;
- D. OAPSE/AFSCME Public Employees Organized to Promote Legislative Equality ("P.E.O.P.L.E.") Committee;
- E. Employee contributions to Board - provided insurance;
- F. Direct deposit to employee - approved financial institution.
- G. When an employee qualifies to purchase service time under the laws and rules of the School Employees Retirement System, the unit member may do so through payroll deductions, provided that the member shall be responsible for paying both the employer and employee share of purchase of such service time. When an employee returns to active pay status after a leave period, the employee must apply to purchase the leave time within two (2) years of returning to active pay status to qualify for payroll deductions.

Except for paragraphs (B) and (E) above, a bargaining unit employee shall have the right to revoke the authorization by giving written notice to the Board at any time and the authorization card shall state clearly on its face the right of an employee to revoke and the Board's obligation to make deductions shall terminate automatically upon receipt of revocation of

authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

With respect to Board-provided insurance and the approved sheltered annuity, the plan documents shall control the Bargaining Unit Member's right to revoke the authorization.

ARTICLE VIII - WORK LOAD:

A. Custodial Workloads and Related Provisions:

1. The Board shall distribute custodial workloads at each job site or building site so that each employee assigned to that site shall have a fair and equitable portion of the workload at that job site. The work load shall be directed, decided and assigned by the Board of Education and/or its designee or appropriate immediate supervisor. The Director of Operations/Business Services or his/her designee will meet with the local Union President or his/her designee, and one custodian picked by the Union from each job site each August to review cleaning assignments at the job site. The following principles govern assignments:
2. Management, through the Campus Supervisor or Director of Operations/Business Services, is entitled to develop and restructure cleaning assignments. This includes the assignment of day and evening shift custodial personnel to work in teams and in building across the campus on special occasions and to address absences. Any change in assignment will occur within the employee's assigned work hours and would not allow for changes of shift assignment or hours.
3. The Union President or designee is guaranteed to have input in the establishment and restructure of cleaning assignments.
 - a. Once assignments are determined, custodians may bid by shift on the resulting assignments, with the most senior custodian entitled to bid first.
 - b. If a permanent opening or a permanent restructuring of cleaning assignments occurs in a building during the school year, the work will be rebid among custodians on that same shift in the affected building in seniority order.
4. When school is not in session for students, example: during the summer, winter and spring vacation for students, absentee hours will not be filled via overtime. All vacation time must be approved by the Central Office Administrator or his or her designee.

When vacation time is approved by the Director of Operations/Business Services or his or her designee, and this time is taken by a Unit Member, this time may be

replaced at the discretion of the Director of Operations/Business Services or his or her designee if he/she deems the additional work necessary.

5. Supervisors/coordinators are considered working supervisors. They may perform bargaining unit work during their routine workday or during their non-routine workday when it is incidental to their supervisory related duties. Supervisors will not be used to perform bargaining unit work in a manner which would result in the layoff or reduction in regularly scheduled hours bargaining unit members.

- B. Daily Absences:** When a custodial Unit Member is absent during a regular school day, and if the Central Office Administrator or his or her designee determines that this time is to be replaced, the work shall be assigned according to the following priority basis: first to employees who are assigned as floaters, next to the additional time list, and then to the custodial rotation.

The Board reserves the right to assign custodial, drivers/custodian and building engineer personnel to any building location on campus and is not first required to offer additional work assignments to floaters, custodial substitutes, or as additional time through rotation list. If this additional time in the custodial area is offered as custodial overtime, this additional assignment will be offered to the custodians, whose daily normal assignment is seven hours or more, at that particular job site by the employee seniority list at that job site. The job site shall include full-time drivers and building engineers assigned to that job site and the floating custodian(s), who will be on all job site lists, along with other custodians at the job site who have submitted a written request for additional time. Custodians at other job sites may submit a written request for additional assignments and may be contacted for same

- C. Long-term Absences:** Twice a year, in May and August, a list of Unit Members whose normal daily assignment is less than six hours interested in this additional work will be compiled for determining the interest in such work. If this work is offered to Unit Members, this work will be offered to these Unit Members listed on the most recent list. If an extended absence occurs, these employees will be contacted to fill the assignment and will remain in the assignment for the remainder of that school year or the absence of the regular employee, whichever is shorter, as long as the employee does a satisfactory job in that position. If a part-time employee accepts the assignment she/he will be paid at step two of the custodial scale plus \$1.00 per hour on the effective salary schedule.

No employee in any classification (save for transportation) may accept any additional or regular work assignment which conflicts with or interferes with her/his timely arrival for work in her/his primary work assignment.

ARTICLE IX – HOURS OF WORK:

A. Workweek

The normal week for full time Unit Members shall be from Monday through Friday of each workweek 8 hours work per day on each of 5 days, except for those employees hired to perform specific tasks for a different amount of time or those employees who are hired for, or bid and are awarded a job with a different workweek.

All Unit Members there are none of these so we struck it will have an uninterrupted one-half hour unpaid lunch. Exceptions to this rule will be authorized only by the Director of Operations/Business Services. Eight hour employees will have an uninterrupted 1/2 hour unpaid lunch break. The assigned time for this lunch break or the reduction of the lunch break will be determined by the Immediate Supervisor. Employees shall punch in and out for lunch. If the lunch break is interrupted because the Unit Member is requested to work during his/her lunch break, the Unit Member will be paid for the time worked but in no case less than one-half (1/2) hour.

B. Custodial Assignments

The Board reserves the right to assign personnel (custodial, building engineer and driver-custodian) to any building location on campus and will not first be required to offer additional work assignments through the rotation lists (Article VIII(M)). Specifically, the Board will have the right to cover custodial/building engineer/driver-custodian needs through the reassignment of custodial, driver-custodian and building engineer personnel.

C. Maintenance

1. Maintenance Hours

Normal work week for maintenance department employees shall be 7:00 a.m. to 3:30 p.m. These times may be adjusted by two (2) hours upon agreement of the Campus Supervisor and the employee. These hours may be adjusted to 6:00 a.m. to 2:30 p.m. during the school year as determined by the Orange City School's calendar, for not less than two (2) maintenance employees by mutual agreement of the unit member and the Campus Supervisor. These offers shall be made on a seniority basis. These hours may adjust in the summer months to 6:00 a.m. to 2:30 p.m. by the request of the unit member so long as the schedule can meet the needs of the District as determined by the Campus Supervisor.

2. Meeting/Collaborative Time

Meetings of maintenance employees will be held to assign work, make announcements, share information and address issues important to the operation of the department. These meetings may be brief and held at various times. However they are mandatory for all members of the department unless excused by

the Campus Supervisor. Time for collaboration will be scheduled twice each month or as deemed necessary and may be an extension of the daily meetings which are scheduled separately.

D. Break Time

Employees, who are scheduled to work more than four (4) consecutive hours will be given one (1) paid fifteen (15) minute break period scheduled during their workday with such time being determined by the Immediate Supervisor according to the needs of the particular building or particular department. Prior to the end of the assigned workday, one period of ten (10) minutes cleanup time shall be allotted to each employee. Weekend custodians who are working alone and cannot leave the building shall receive a thirty (30) minute paid lunch.

E. Tardiness

1. When a Unit member's punch-in time shows late/tardy they may be docked, upon the request of the campus supervisor, transportation supervisor or food service supervisor as appropriate. If docking is necessary, Unit Members will be docked at 15 minute intervals based on the time punched in on the District's time management system. No write-in times will be accepted except when approved by the Director of Operations/Business Services or his/her designee. Late punch-ins or unexcused failure to punch in or out will be subject to Disciplinary Action.
2. All employees must inform the Immediate Supervisor/designee if they are unable to report to their regularly scheduled assignment at the scheduled time. Any employee who does not follow this procedure or who reports to work after a substitute has already been contacted will not work that day and will be docked pay for that day. Employees must notify their Immediate Supervisor/designee of the inability to report to work at least two hours prior to their scheduled time for reporting to work.

F. Call Back Time

Any Unit Member who is required to report back to work after the close of his/her regular scheduled work time, or on a day that is not a regular workday, shall be guaranteed a minimum of 2 hours. This provision shall not apply to scheduled adjustments such as early dismissal or late starts where these assignments are attached to the normal work schedule of the employee. Such Unit Member would be required to punch in on his or her time card and punch out when leaving. (This guarantee is only in effect if the Unit Member is called back; it is not to be construed as a guarantee of an automatic 2 hours of overtime.) Every effort will be made by supervisors to keep overtime to a minimum. Field trips are not included in this section.

G. Overtime and Additional Time

Unit Members shall be paid overtime at the rate of one and one-half (1-1/2) times their regular hourly rate of pay after forty (40) working hours within the Unit Members' scheduled workweek when authorized by their Immediate Supervisor or other Supervisor. When overtime is needed, as determined by the Director of Operations/Business Services or his/her designee at a specific job site, every reasonable attempt shall be made to assign the overtime based on a seniority, rotating basis beginning with the most senior, employee in the affected classification who is normally assigned to that job site. Seniority for this purpose is departmental seniority. (This means that custodial overtime shall be assigned first to custodians and building engineers and not to driver-custodians.) Overtime is not guaranteed. Where an employee works more than forty hours in a workweek in two or more assignments, the employee's overtime rate shall be calculated using a blended rate computed by the hourly rate of each assignment times the number of hours each assignment in that particular work week.

Exceptions to the Standard Overtime Rules Include:

1. All work performed on a recognized holiday, as specified in Article XV, Section A shall be paid at time and one-half and if the Unit Member is eligible for holiday pay, he or she will also receive the holiday pay. There is however no pyramiding.
2. Field Trips: Employees may not apply for field trips which interfere with their regularly scheduled hours of work in any other non-driving daily work assignment in the District with the exception of overnight trips. Overtime will be earned after the employee has worked forty (40) hours during her/his regular five day work week. (Example: an employee is scheduled to work five hours. He/she is offered and takes a field trip after his/her assignment. This trip takes seven (7) hours. The pay for that day is calculated at a total of twelve (12) hours of straight time. If during that five day period those seven (7) hours is the only additional time the employee works, there would be a total of thirty-two (32) hours earned during that pay period at straight time.) If the pay period includes more than the ten (10) day cycle, the remaining days will be calculated after eight (8) hours of work each of those additional days at overtime rates.
3. All work performed on Saturday and Sunday, in excess of eight (8) hours shall be paid at two (2) times the Unit Member's regular hourly rate and all work in excess of 40 work hours in a work week and in accordance with the procedure in the first paragraph in Section F, Article VIII, shall be paid at one and one-half (1-1/2) times the Unit Member's regular hourly rate. All work performed in excess of forty (40) hours in the

employee's regular workweek shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay.

4. All overtime will be assigned as a general rule with at least two days notification. Exception to this rule will be any overtime assignment that is scheduled on a late or last minute situation. No Unit Members will be eligible for overtime if they are exercising any leave when the notification takes place. A supervisor will only be required to contact or attempt to contact a Unit Member one time to fill any additional assignment. For custodians where there is an emergency call in (i.e., alarms), Unit Members who decline such work will not be bumped to the bottom of rotation.

H. Additional Work Time

When additional work assignments are needed to be accomplished during school year or summer break, employees classified as part-time, who are determined to be qualified, and who have expressed interest in this employment and who are not scheduled for other duties during this time period will be given the assignments on a seniority rotation basis so long as the assignment does not create overtime for the employee. In such a case, the assignment will be given to the next senior person for whom the assignment will not create overtime payments. In the event no bargaining unit employees are available without creating overtime, the time of the assignment may be reduced and offered as additional hours to bargaining unit employees without creating overtime. This work will be posted in May for the summer break, and August for the succeeding school year. Employees who are absent from their primary job function are not permitted to work additional time during the work week of any such absence.

All known summer work opportunities will be offered on call out day to qualified employees in order of campus seniority. To participate in call out day the employee must be present for the meeting or participate by telephone or radio; proxies are not accepted.

New summer work opportunities which arise after call out day shall be offered to qualified employees on a seniority rotation basis to the most senior qualified employee who did have an opportunity to take that same type of summer work opportunity on call out day. For example, where a summer maintenance opportunity becomes available after call out day, the most senior qualified employee who did not, in seniority rotation, have a chance on call out day to claim a summer maintenance job will be offered the new opportunity.

Poor performance by an employee in an additional work assignment or refusal of an opportunity for additional work assignment shall result in the employee not being called for future opportunities. Additional work shall be paid at the step 1

custodial rate, plus \$1 per hour. These assignments shall be made using campus wide seniority.

I. Time Management System

Each hourly employee is responsible for the proper use of the District's time management system. The Board may establish any form of time management recording deemed necessary. No employee is permitted to clock in or out for another employee. Violations are subject to disciplinary action. An employee who changes job classifications and/or job site during the workday (example: bus driver to custodian) is allowed a period not to exceed ten (10) minutes to get to his/her assignment and will use a separate timesheet or each job site. All time management records must be reviewed and verified by the employee at the end of each pay period. Any inaccuracies on timesheets will be corrected promptly. Time management records will not be amended without notice and approval of the affected employee if the affected employee is required to acknowledge the record.

J. Food Service

Food service employees who are qualified and serve as substitutes for an absent cafeteria manager shall be paid at their current rate of pay plus \$0.75 per hour. Food service employees who are qualified to perform and accept performance of the full duties and hours of the absent high school head cook and serve as substitute for an absent high school head cook shall be paid on the head cook schedule at step 4 or their current step, whichever is higher.

K. Pay Period

Hourly Pay Periods. All hourly unit members will be paid on the 15th and the 30th of each month. If these dates fall on Saturday or Sunday, payment will be made on the immediately preceding school day. Time cards shall first be approved by the immediate Supervisor and then sent to the office of the Central Office Administrator before being forwarded to the Treasurer's Office. The 1st ten (10) days of the pay cycle will reflect overtime based on the regular forty (40) hour workweek. The additional days of the pay cycle will reflect overtime based on the regular 8 hour workday.

10 month employees have 2 pay period options, twenty (20) or twenty-four (24). Pay options shall be shown on the annual salary notices when the notices are issued. Those electing the twenty-four (24) pay option must complete and submit a written application to the Office of the Human Resources not later than August 1st of each year. An employee electing a twenty-four (24) pay option remains on that option for the full school year. Additional earnings over the employee's weekly base wages, including overtime, shall be paid with wages paid in the pay period in which it is earned. Upon selection of the pay period option, all

deductions, including but not limited to health care premiums and annuity plan contributions shall be made over the 20 or 24 pays selected.

Employees are required to receive their pay through the District's direct deposit program. Direct deposit notifications will be delivered by the employee's school email account; paper pay stubs shall not be provided.

ARTICLE X – TRANSPORTATION PROVISIONS:

A. Driver Time

Drivers are required to clock in and clock out in accordance with the bid hours assigned to their selected route. Bid hours will be composed of quarter hour increments, with no portion of the established route being less than two hours.

Bid hours and route responsibilities are subject to change throughout the school year. Bid hours shall include fifteen minutes to clean and secure the bus following the final run of the day, and to provide driver clean up time.

B. Pre-Trip

It is expressly understood that each driver must pre-trip her/his vehicle in accordance with Ohio School Bus Rule 3301-83-11. A minimum period of fifteen (15) minutes will be allotted before any route or field trip to meet this requirement. If necessary when school is not in session, up to thirty (30) minutes will be allowed for pre-trip and warm up.

C. Permanent Spare Drivers

A minimum of two (2) Permanent Spare Drivers, with daily assigned time of five and one-half (5.5) hours per day, will be maintained. AM and PM runs for such drivers will be assigned by the immediate supervisor/designee; such assignments will continue for the Orange school year only.

The main job of the permanent spare driver is to cover absences/routes on a daily basis. When not covering absences/routes, the following job duties shall apply to the Permanent Spare Drivers positions job description when needed: operation of the routing programs; proof reading routes for accuracy; enter finalized routes into the computer system; sorting and filing duties (i.e. emergency release forms, private school forms, etc.); daily dispatching duties (i.e. replacing absent drivers, assign runs and field trips, etc. – usually in, but not limited to, emergency situations); receptionist duties for the Transportation Department and garage.

D. Drivers Downtime

While not driving, drivers who continue in active pay status will be assigned additional non-supervisory bargaining unit duties as determined by the

Transportation Supervisor or designee. These duties may include but are not limited to updating route sheets, cleaning buses, answering the phone in the transportation area when the transportation administrative assistant is otherwise engaged in other like activities, or specific training in other job classifications when available.

E. Driver Hours and Scheduling

Part-time drivers will be paid a minimum of five (5) hours per day. Exceptions include if the run has a different calendar than the Orange City School District calendar, the driver will continue to drive that run on the days that the school(s) are in session for that run. The pay for those days will be based on actual hours needed, not the total hours that the driver was working when all schools were in session, unless that driver has made themselves available in a timely manner, and will be used in lieu of a sub driver so as not to be denied the five (5) hour guarantee. In addition, this shall apply to all scheduled breaks and holidays listed on the Orange City School District calendar during the regular school year.

Drivers who elect not to drive their regularly Orange scheduled run during a scheduled break or holiday, shall provide written notice to the Transportation Supervisor/designee of their intentions at least five (5) days prior to the scheduled break. Requests shall be considered on a seniority basis and shall not be unreasonably denied.

If the days a driver is scheduled to work outside the Orange City School District calendar are noted as "Paid Holidays" in accordance with Article XI, Section A of the negotiated agreement, that driver shall be compensated as set forth in Article VIII, Section E of said agreement.

Routes originally bid in excess of five (5) hours that have changed as a result of the change in rider status may be cut back to the minimum number of hours the driver is actually driving, but not less than the minimum of five (5) hours per day although the Board is free to realign the routes in such a case. If the route exceeding the five hour guarantee is to be permanently reduced by fifteen (15) minutes or more per day, the driver of the route will be entitled to bump in accordance with seniority. If a route is increased beyond the five hour guarantee by thirty (30) minutes or more per day, the route will be reposted for bid, in accordance with bidding procedures in Article X, Section G.

The District may create a maximum of three (3) short hour driver and/or aide assignments where drivers and/or aides will be assigned a minimum daily driving responsibility of 2.5 hours per school day. If it is determined that short hour routes can be combined to make a five (5) hour regular route or added to an existing route five (5) hour regular route, the new route shall be posted for bid.

F. Bus Aide Time

Bus aides will be scheduled for the daily time required for the performance of their assigned duties and shall be scheduled for a minimum of five (5) hours per day. The starting time for bus aides will be a minimum of five (5) minutes before departure of the scheduled run. When the needs of the district require a bus aide to change runs during the course of an AM or PM assignment, that bus aide will remain in "paid for time status" to include transferring of buses or accommodating any assignment directed by the transportation supervisor and/or designee, or until the completion of runs. While not performing bus aide duties, bus aides who continue in active pay status may be assigned additional non-supervisory bargaining unit duties as determined by the transportation supervisor and/or designee. These duties shall be limited to the transportation department and shall be specific to the bus aide/monitor job description. If sub bus aides/monitors are being utilized during the course of down time, the bus aide may choose to accept an assignment given to the sub in lieu of additional assignment.

When an I.E.P. states the need for a bus aide for any student on any route, temporary or permanent, it will be awarded to the most senior bus aide/monitor best qualified to meet the needs of that student. In the event that the bus aide list becomes exhausted for any reason the need for a bus aide may be filled from the part-time bus driver list. However, this may not interfere with their normal driving duties.

Fifteen (15) minutes will be allotted at the end of the scheduled work period for clean-up time, if needed, to insure that personal safety and sanitation standards or concerns are met.

G. Driver/Aide Run Selection

1. Annual Public/Private Runs

All bus runs will be created by the Board. A list will be created listing all part-time and full-time bus drivers and aides, according to their seniority. The Board shall post all routes including two (2) permanent spare bus driver assignments at least two (2) days in advance of the route selection procedure. The posting shall contain an estimate of the actual route driving time. Yearly route selection shall be scheduled Wednesday (aides prior to drivers) and Thursday (drivers only) the week prior to Convocation day. Drivers will perform their dry runs prior to the start of their newly bid assignments. Drivers unavailable to bid because of other assignments may bid by proxy. All drivers will be paid a minimum of two (2) hours pay for route selection and dry runs. Drivers and aides will begin their new assignments the Monday following the annual bid/route selection.

Drivers and aides will have a minimum of fifteen (15) minutes to review the route information. This review time shall be without interruption or interference from any supervisor. All drivers and aides will not have the same length of required time. Some runs, which are not public runs, will have differing days of work. Runs that are added or that open up mid-year will be posted and announced on the radio for up to three (3) working days. Announcements will include notification to any driver absent. Drivers must sign the original posting as to whether they are interested or not. The run will be offered by seniority beginning with the most senior driver.

2. Mid Day

The MID DAY runs that are known by the Wednesday preceding Convocation Day will be posted at Transportation as part of the route selection procedure. Drivers will have the opportunity to review and bid available Mid Day runs within their 15 minute bid window. All Mid Day runs that become known after Convocation Day will be offered by seniority to all available part time drivers. Mid Day runs will be two (2) hours minimum. Drivers may not have more than one Mid Day run on a permanent basis. No driver shall be passed over due to any absence or personal leave. Any subsequent vacancies, including medical leaves, shall be offered to the most senior part-time driver. If special needs children or pre-school children are transported by other means, and if within the limitations regarding outsource of work as specified herein, the Board of Education will inform the Union President of such decision. If it is determined that a child has special needs that a driver is not able to handle, the Board may reassign the driver and/or assign an aide for that route. When it is not necessary for a driver to be driving as a result of part or all of their route being cancelled due to a different calendar or permanent change in rider status, they will not report to work or be paid for that time or that day unless they desire and the Transportation Supervisor requests the driver to appear and work.

Runs that are added or open up mid-year will be posted and announced for up to three (3) working days. No driver shall be passed over due to any absence or personal leave. Drivers must sign the original posting as to whether they are interested or not. The run will be offered with the most senior driver. .

In the case of a Mid Day Run opening as a long-term sub or as an assignment, which has an undetermined conclusion date, the Mid Day shall be posted for bid as prescribed in the prior paragraph. If during the bid process a driver is needed to temporarily fill the assignment, the open Mid Day shall be filled with the most senior driver next in line for a Mid Day Run until the bid process is completed.

3. Summer Run Selection

Any summer run transportation assignment consisting of a scheduled run of five (5) days or more shall be posted on or before the last calendar day of the school year. Runs consisting of the same group, designation or destination shall be contained within the same route whenever possible. All part-time drivers shall be eligible for bidding according to transportation seniority, beginning with the most senior driver. If a summer transportation assignment would become known after the last calendar day of the school district, it shall be bid using the transportation seniority list starting with the most senior driver. Driver's calendar year shall not effect summer run selection.

If a driver's regular run has not ended and he/she is awarded a summer run, that driver may choose to accept part of the summer run assignment in addition to the driver's regular run. The remainder of the unassigned portion of the summer run shall be offered from the seniority list, beginning with the most senior driver until filled, and continue until the bid driver assumes the whole route.

H. Bid Vacancies

In the event that a regular bid driver becomes unable to work due to long-term injury or illness, or other approved leave of twenty (20) days or more, the route will be offered by seniority to permanent spare drivers for the duration of the driver's absence. If no spare driver chooses to cover the absence, the route shall be offered to a sub. Upon the return of the long-term absent employee, he/she shall resume his/her original bid and the replacement driver shall resume his/her original assignment.

I. Annual Physical

Each unit member required to possess a current CDL must pass and have an annual physical on file, no later than August 31 of each year to be considered an eligible driver. This shall not affect a drivers' eligibility for annual route selection. All costs related to the annual physical shall be paid by the employer. Each member shall be allotted a maximum one (1) hour pay for time spent at the required annual physical.

Appointment scheduling for drivers annual physicals shall be conducted by seniority, beginning with the most senior driver. Appointment days and times shall be posted for review and each driver shall select his/her desired day and time. Once a driver has chosen his/her selected day and time, the selection shall not be changed without mutual agreement of the effected driver(s) and Transportation Supervisor.

J. Bus Driver/Mail Run

When the bus driver/mail run driver is absent, during the student school year when students are in attendance, the mail run portion will first be offered to a Unit Member who is classified as a part-time bus driver and who is eligible for the additional assignment.

K. Loss of CDL License Due to Point Assessment

Any driver who loses his/her license due to points assessed to his/her license due to driving violations will be dismissed from driving and dismissed from employment for just cause. For her/his remaining assignments, pay will be adjusted and the benefits that the Unit Member will receive will be based on the amount of hours left that the Unit Member worked.

L. Loss Due to Points Accumulation or Loss of Insurability

Drivers who accumulate an excess of six (6) points on their license/abstract, are convicted of a OVI, or are declared not to be insurable by the Board's insurance company's criteria will be removed from driving and may apply for and be considered for vacant driving positions once the disqualification factor(s), points in excess (6) and/or uninsurability have been removed. Any driver who is declared to be not insurable and neither has an excess of seven (7) points or any violation of the law that would demand her/his removal from driving may be placed on a recall list and may be provided an opportunity for recall to a vacant position or an opportunity to substitute in a position for which she or he is qualified. The employee may use her/his campus seniority to obtain a long-term substitute position or to bump into a position filled by a long-term substitute, provided the employee is qualified to fill that position. Drivers will be informed that they may be eligible to attend a state approved driver education class which can remove two (2) points from his/her license. Drivers who perform other duties will have their hours reduced to the time they would have worked their other assignment. Pay will be adjusted and the benefits that the Unit Member will receive will be based on the amount of hours left that the Unit Member worked. (Union Members hired prior to January 1, 1990 will be excluded from the adjustment to fringe benefits.) Drivers who do not have other assignments will be placed on a non-paid leave of absence for up to two years.

M. Field Trips

All field trips will be given out over the radio when school is in session. Field trip shall be defined as, but not limited to class or grade level trip, sports team trip, camp trip, and all other trips when and where students of the Orange Schools are in need of transportation, including any trip that requires a field trip permit and excluding mid-day runs and some campus-wide shuttles during the course of a

school day. Shuttle runs are defined as runs on campus (including the Library and Art Center) of forty-four (44) minutes or less. If a scheduled shuttle run extends beyond the forty-four (44) minute time limit, the run will be considered a field trip and the driver shall be paid the two (2) hour minimum. The primary responsibility of a regular driver is to run his/her regular routes. However, regular drivers will be permitted to do field trips if the Transportation Director can cover the regular run with substitute drivers. If the regular driver does not take out the field trip, the Board will make every possible effort to have a Board owned school bus remain at the trips destination until the regular driver arrives. Upon completion of the regular route, the regular driver will assume the remaining portion of the field trip assignment for which she/he is eligible. During field trips, drivers must remain on or in immediate proximity to the school vehicle. Drivers shall be allotted a break or meal period after approval from the coach/teacher/advisor and leaving a cell phone number at which the driver can be contacted.

N. Transportation Short/Long Term Replacement Assignments

All non-driving additional replacement Assignments, which shall be defined as; Bus Driver/Mail Run, Preventive Maintenance Person, Fluid Checker, Food Truck Driver (during the school year), and Transportation Custodial Personnel.

All non-driving additional replacement assignments will be given out in the same manner as "Field Trips" (i.e. Two (2)-way radio) and all work shall be given off the non-driving additional replacement list after all driving assignments for the day have been issued.

An employee(s) on a non-driving additional replacement assignment shall be available for and not penalized, if "Additional Work Assignments" campus-wide become available during the course of a non-driving additional replacement assignment. If that employee's seniority (campus wide) has allowed that employee the opportunity for the additional work, he or she may accept or decline.

Long-term assignments shall be determined when the vacancy that occurs is five (5) days or longer. Short-term assignments shall be defined as less than five (5) days.

Upon notification to the Transportation Supervisor or designee of a vacancy by an employee, said supervisor will determine the nature of the assignment (along with notifying the OAPSE President of the assignment duration) and determine whether it is Long or Short Term.

When Long Term opportunities become available, those assignments shall be offered to the most senior employee. That employee shall have the option to accept or decline the job assignment. If the employee chooses to take the non-

driving additional replacement assignment while engaged in another assignment which covers the same or similar time frame, that employee will be allowed to change assignments but will be compelled to return to their original assignment when the non-driving additional replacement vacancy employee returns. If the senior employee declines the non-driving additional replacement assignment, the order of seniority will continue.

Short Term assignments shall be given out daily, on a seniority rotation basis.

The seniority rotation applies as prescribed and the list shall not be altered. Only those employees who are trained and qualified in the appropriate job classification of the replacement assignment offered, shall be called.

O. Order of Work Assignments

Work assignments will be called from the following five rotation lists:

1. Field trips scheduled for overnight stays.
2. "Emergency List" – Field trips with less than 2 day notice, all mid-day runs, all regular runs outside the Orange City Schools calendar.
3. Field trips starting prior to 2:00 p.m. with minimum 2 day notice.
4. Field trips starting at 2:00 p.m. or later with minimum 2 day notice.
5. "Additional Work" – assignment other than bus driving, regardless of notification time. (Note: "Summer Additional Work" remains on the H.R. list.)

All lists will contain every contracted school bus driver in the transportation department and follow a continuous seniority rotation without end. All lists, will pertain to work assignments continuously throughout the 12 month calendar, with the exception of "Summer Additional Work". Drivers who have accepted permanent mid-day run assignments, or have an assigned workday of 7 hours or more, will not be considered eligible for any work assignments that conflict with their existing responsibilities.

- a. Every eligible part-time and full-time bus driver will be asked two (2) working days in advance for field trip assignments when school is in session, and two working days in advance of spring, winter or other holiday breaks. Summer field trips will be offered and scheduled on a weekly basis. Field trips for the first week of summer will be offered two working days in advance of summer break. For the remainder of summer, field trips will be offered two working days in advance of the next week by telephone. Two phone numbers shall be provided to the Transportation Department, both numbers shall be used to inform the employee of the trip available (the phone must be answered [seven (7) ring minimum] or a message will be left indicating the call, however, no grace period for call back will be allowed).

Emergency trips will be called on a daily basis as needed from the emergency list. Field trips will be offered in sequence. (The earliest trips will be offered first and other trips will be offered in sequence as to when they would be departing.) Field trips have precedence in the transportation department. If the employee declines a field trip, their name goes to the bottom of the list. This means that if a driver declines a field trip, the supervisor or designee will continue through the list until a driver accepts the trip. When the next field trip is given out, the next driver on the list will be offered the trip. The destination of the trip will be discussed with the driver. In case of cancellation of the trip by the Board at a time when the Unit Member would have already been on campus for their normal run, the Unit Member who accepted the trip will remain at the top of the list. In addition, if the Board cancels the trip when school is in session within less than thirty (30) minutes of the scheduled departure time and the field trips departure time requires the Unit Member to return to work when otherwise not scheduled, the Unit Member will be paid two hours wages and will remain at the top of the list. When school is not in session, the Board must notify the assigned driver at least sixty (60) minutes before the scheduled departure time. If for any reason the Board is unable to do so, the Unit Member will be paid two hours wages and will remain at the top of the list. In case of cancellation of the trip when more than one driver is involved, and has reported to the transportation center, the driver with the most seniority will have the option to take the trip or defer. The driver that does not take the trip will be put at the top of list and paid two (2) hours wages. A Unit Member who accepts a field trip but then cancels on more than three occasions during any one (1) school year, while school is in session will not be eligible for field trips for the next three trips, except if the cancellation is caused by proper use of paid leave time or before the next trip is offered. Each additional cancellation by a unit member will disqualify the driver from additional trips. For example, the fourth cancellation will make the driver not eligible for the next four trips.

- b. In case of late transportation assignments (a field trip of less than two (2) working days notice or other assignments, as defined in Section "O" normally performed by transportation members of Local 561), such assignments shall be offered to all eligible drivers]and aides on a seniority rotation basis. A unit member must be properly licensed to be eligible for assignments which require same. If the transportation assignment conflicts with the hours of another job assignment, the unit member will not be eligible for the additional assignment. However, after a complete rotation of the list is made and the entire assignment has not or cannot be accepted by eligible drivers and aides, the Transportation Director may reduce the assignment at the discretion of the supervisor. The late assignment may be reoffered at the reduced time through the seniority rotation process. These assignments shall be handed out in the sequence they are received. However, when time does not allow the aforementioned procedure for

seniority rotation to be followed, the Transportation Director or designee will be permitted to use her/his emergency powers in assigning the transportation-related assignment. Driving assignments take priority and shall be offered first. All other non-driving assignments shall be called from a separate list and will be offered second. All late transportation assignments will be offered first before two (2) day notice field trips.

- c. When it is necessary to schedule a field trip during the school day that departs before 1:59 p.m., eligible part-time and full-time drivers will be offered the assignment in the following manner. A list will be made up of bus drivers according to their departmental seniority. Part-time and full-time drivers will be offered the assignment based on this seniority list. Excluded from day-time field trips list and eligibility will be those drivers who accepted on a permanent basis a V.O.E. run, or who bid on and are assigned a workday which gives them a regular seven (7) hours or more, only if their secondary work conflicts. Once the field trip has been assigned, if the departure time changes, the Driver that was assigned the trip will remain the same or may refuse without penalty and be offered the next trip. These trips shall be offered second.
- d. When it is necessary to schedule a field trip that would depart on or after 2:00 p.m., when school is in session, and on weekends, or during vacation periods, part-time bus drivers and full-time drivers will be offered the assignment in the following manner. A second list will be created listing all part-time and full-time bus drivers according to their departmental seniority. In the months in which school is not in session, (summer vacation, or other vacation periods) drivers with an assignment on campus will be ineligible for said field trips during their assigned time except in case of emergencies. Bus Drivers will be offered the field trip using the seniority list containing all drivers. Once the field trip has been assigned, if the departure time changes, the Driver that was assigned the trip will remain the same or may refuse without penalty and be offered the next trip. These trips shall be offered third.
- e. If an employee is absent due to leave, he/she will not be asked about an upcoming field trip based on the two (2) day advance procedure above. There is a two (2) hour specific minimum of hours for field trip lengths when not attached to the employee's normal assignment.
- f. The employee must work a full daily schedule on the day he/she is to drive a field trip to be eligible to drive same, unless proper leave has been approved in advance whenever possible. A driver who fails to finish the day and complete her/his afternoon run following a mid-day field trip without proper leave shall lose eligibility for the next trip.

- g. During the transportation department employees probationary period, he/she shall not be eligible for any additional assignments which includes field trips, emergency trips, non-driving additional replacement assignments, and any campus-wide additional work.
- h. A field trip Activity List will be posted and remain in the drivers' room and will be kept current as to the activity pertaining to field trips, etc.
- i. Field trips of over eight (8) hours require that the Unit Member must take a one-half (1/2) hour unpaid lunch, unless required to stay due to the needs of the students on the trip.
- j. If not already on paid time, all drivers shall be paid for any duties/or assignment that relates to their bus run and/or bus, with the Transportation Supervisor's approval prior to the duty or assignment.

P. Use of Cell Phones & Headsets

Use of cell phones (personal and district phones) or any audio device that utilizes headsets is prohibited while driving a bus. This includes the use of hands-free devices, such as Bluetooth technology, etc.

Q. Supplemental Pay for Education/Licensure/Certification/Permits Assignments

- 1. Training opportunities for recertification shall be provided by the Orange City School District with Orange employees who are certified OBI trainers.
- 2. The district shall incur all costs for background checks required in House Bill 190 (November 2007), during the recertification process for F/T and P/T contracted drivers.
- 3. Costs associated with training required by the district shall be dealt with in accordance with Article XVI, Section M of the Contract between the Orange Board of Education and OAPSE Association-Local 561.

R. Break Time

Full-time drivers, mechanics and additional summer help who are scheduled to work more than four (4) consecutive hours will be given one (1) paid fifteen (15) minute break periods scheduled during their work day with such time being determined by the immediate supervisor according to the needs of the particular assignment. For mechanics, prior to the end of the assigned workday, one period of ten (10) minutes of clean-up time shall be allotted.

ARTICLE XI -- DRESS CODE/JOB SITE CONDUCT:

1. Bargaining unit members are required to dress for work performance in a clean and orderly fashion. Tank tops, halter tops, short-shorts, cut offs and/or attire that exposes the midriff, for example, are not permitted. Members who are issued uniforms shall wear such uniforms at all times while in pay status, unless expressly excused from this obligation by the Central Office Administrator. All bargaining unit members, while on duty, must wear shoes with an enclosed heel and without open toes. Slippers or sandals are not permitted.
2. No headphones will be permitted when working. Unless on authorized breaks or lunch periods, cell phones shall only be used for business/safety calls. It is important that all employees remain alert on their job site. No loud radios or music are to be allowed at the work site. For employees who have a job assignment within a school building, hats or head gear will not be worn while on the job, except when same is used to protect the wearer from dirt, dust, pain, etc., or for religious observation. In addition, uniforms must be worn while on assignment, except for summer months when the uniform can be abandoned for other appropriate attire due to climatic conditions with the approval of the Immediate Supervisor.
3. Smoking is prohibited in all school District buildings, on school grounds and/or school owned facilities, including school vehicles and buses. Violations will result in progressive/corrective discipline.

ARTICLE XII - PERFORMANCE:

A. Job Description

Job descriptions for each position covered within the scope of this Agreement shall be placed on file in the office of the Central Office Administrator. Annually by January 31st of each year, the Union President and Grievance Chairperson shall be issued a complete set of job descriptions for each classification covered under the terms of this Agreement. When the Board changes or modifies job descriptions, the Director of Human Resources or his/her designee shall advise the Union of the change and seek its input. The Board, however, retains final authority with respect to any changes, although the Union may challenge such change through the grievance procedure subject to an arbitrary, capricious standard of review.

B. Evaluations

The parties shall appoint a subcommittee composed of two members appointed by the Local President of the Local and two members appointed by the Superintendent to review the current evaluation form and make recommendations

for revisions. The committee shall meet within two (2) weeks of the ratification/adoption of this successor Agreement and shall complete its recommendations within thirty (30) workdays of the first meeting.

1. Annual evaluations shall occur for all Unit Members between January 15 and June 30 and shall cover the preceding twelve full months of job performance.
2. All evaluations shall be reviewed with the employee and all evaluations shall be done with a non-removable writing instrument (pen).
3. The evaluation shall involve an Immediate Supervisor, Supervisor, and/or Administrator along with the Unit Member. Evaluations may be done by any Superior or Administrator (and/or his/her designee) who has a responsibility for that job site. An evaluation will be done annually for every Unit Member even when a job site for temporary assignment (temporary assignment meaning thirty (30) days or longer). Should the employee disagree or wish to comment on his/her evaluation, that employee may submit a written statement to be attached to the evaluation. This written statement must be submitted to the Director of Human Resources within 30 days of the evaluation.
4. Unit Members who are in a temporary position will be evaluated at the end of thirty (30) days of service and that evaluation placed in their file.
5. The evaluation process will include:
 - a. The Immediate Supervisor will complete a draft assessment of the employee's performance prior to the scheduled evaluation meeting.
 - b. At the evaluation meeting, the Immediate Supervisor's draft assessment will be discussed and the Immediate Supervisor will complete a final evaluation document.

C. Personnel File

Unit members shall have the right to review their personnel file on any regularly scheduled workday from 8:00 a.m. to 4:00 p.m. at a time when the employee is not scheduled to work. He or she shall also have the right to review his/her personnel file with a representative and also delegate that right through written permission. The file shall be reviewed in the presence of an appropriate Central Office Administrator. Any material in the personnel file can be copied using Central Office equipment with the Unit Member paying ten cents (\$.10) for each sheet copied. The above shall exclude letters of recommendations and materials relating to events which occurred prior to employment.

D. Disciplinary Action

Discipline shall only be imposed for just cause. The tenants of progressive, corrective discipline shall be applied. Unexcused absence (excluding special short-term leave) may be the basis for imposition of progressive discipline. No disciplinary action will be implemented without first considering the employee's response to the allegation(s). An employee has a right to have Union representation at each and every step of the discipline process.

Discipline may include verbal warning, written reprimand, suspension and/or discharge if the infraction warrants such a penalty. The nature and seriousness of the offense or offenses and/or the frequency of their commission will dictate the appropriate steps to be taken. The various disciplines that may be taken depending on the circumstances of each case are the following:

1. **Verbal Warning:** The Immediate Supervisor will discuss the problem with the Unit Member and the Unit Member will be given an opportunity to correct the problem. A written record of the verbal *warning* will be given to the employee and placed in her/his official personnel file. If the employee believes the problem has been corrected after six (6) months, the member may request the removal of the written record from her/his file. If the problem remains unresolved after 12 months, the Supervisor will remove the written record from the employee's file.
2. **Written Warning:** If the offenses continue or an offense is serious enough, a written reprimand will be issued and discussed with the Bargaining Unit Member. A copy of the written reprimand shall be placed in the employee's official personnel file with a copy to the Union President if requested by the employee. The employee has the right to write a rebuttal to the written warning which shall be attached to it for as long as it remains in the personnel file.
3. **Suspension or Discharge:** If the offenses continue or an offense is serious enough, the Board may suspend and/or discharge the Unit Member.
4. **Timeline:** An employee shall be given a copy of any written warning or other written disciplinary disposition entered into his/her personnel file within five (5) workdays of the action taken.
5. **Representation:** An employee is entitled to Union representation at any stage of the discipline process.
6. **Appeal:** Bargaining unit members may appeal disciplinary suspensions of discharges to Step 3 of the Grievance Procedure.
The appropriate administrator may discuss the employee's work record or problem privately with the Unit Member. If the employee believes that a

discussion may lead to discipline, the employee is entitled to require that a Union representative be present for discussion. The employee may reply to any disciplinary record in his/her file and it shall be attached to the personnel record and remain part of the file. In imposing discipline on a current charge, the Administration shall take into account any prior infractions which occurred within the most recent thirty-six (36) months. Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the 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.

Any suspension shall be for a specific number of consecutive days on which the employee would regularly be scheduled to work. Paid holidays occurring during a period of suspension shall be counted as workdays for the purpose of suspension only. Employee complaint regarding unjust or discriminatory suspensions and/or discharges shall be handled promptly, in which cases such disciplinary actions shall be reviewed through the Grievance Procedure beginning at Step II.

E. Drug and Alcohol Testing

The goal of the drug and alcohol testing program is the prevention of abuse, the dangers arising there from, and where possible rehabilitation. Employees in safety sensitive positions required to hold a CDL will be subject to random drug testing. Employees not in safety sensitive positions and not required to hold a CDL will be subject to reasonable suspicion and post accident testing.

Testing will be implemented as follows:

1. Unit members will be required to submit to a drug test and an alcohol test where the unit member is involved in a work related accident or has caused a serious injury to the public, the unit member, or fellow employee. Further unit members will be required to submit to a drug test and an alcohol test where the unit member's supervisor and/or another administrator, trained in accordance with the provisions of the Omnibus Transportation Employee Testing Act (the "Act") or the Drug Free Workplace Act, has reasonable suspicion based on specific, contemporaneous and articulable observations of the Unit Member, that the Unit Member may be under the influence of alcohol or drugs. Further, in accordance with the Act, Unit Members or applicants holding CDL's will be subject to pre-employment, return to duty, and random drug and alcohol testing, in accordance with the Act and its regulations. Unit Members, to be subject to random alcohol and drug tests, must hold and use their CDL in the performance of their job duties.
Any unit member who is to be randomly tested must be notified in person by the Transportation Supervisor or her/his designee of the random test. This notification must be in writing and signed and returned, receipt

acknowledged, to the immediate supervisor immediately upon receipt of same by the employee.

2. The Board's contractor will preserve any specimen collected for a period of forty-five (45) days in order that the Unit Member may have the sample sent to another laboratory, agreed to by the Board and the Union, for further analysis. Should a second test produce results different from the first, a third test will be conducted by a third laboratory, agreed to by the Board and the Union, at the Board's expense, on the same sample using a methodology selected by the third laboratory.
3. Prior to testing, a Unit Member may reveal any prescription drug, and shall supply a physician statement in connection with that prescription drug within seventy-two (72) hours. The Unit Member will receive due consideration in the determination of potential work violation(s) if the drug is properly prescribed and administered.
4. A Unit Member who is required to take a test for suspected drug or alcohol abuse, or following an accident, will be permitted to have a Union representative present during the testing; provided, however, the testing will not be unreasonably delayed (more than one hour) to allow the attendance of the Union representative. All employee testing shall be paid at employee's regular hourly rate for all hours that the employee is required to be present.
5. All laboratories selected to conduct the analysis, including the Board's primary contractor, and any lab used for confirming tests, must be experienced and capable in the areas of quality control, documentation, chain of custody, technical expertise, and have a demonstrated proficiency in testing and perform the tests in the manner required by the Act and applicable regulations as may be amended from time to time. The threshold limits used by the United States Department of Human Services shall be used in drug testing to determine the quantity of drugs in the specimen necessary to have a positive result. A positive result for alcohol test(s) shall be determined in accordance with the Omnibus Transportation Employees Testing Act.
6. Unit Members who voluntarily reveal drug and/or alcohol problems, but who have not been involved in other violations of the Board's rules and regulations (other than prohibitions regarding drug and alcohol use), will not be suspended or discharged merely for revealing their drug and alcohol use. Furthermore, the employee will be referred to the Board's employee assistance program, and in appropriate circumstances, may be transferred to a non-safety sensitive position, if one is vacant, at the rate of pay for such position. Within thirty (30) days of the ratification and signing of this Agreement, the Board shall provide the Union with a

specific Employee Assistance Program, internal contact person and external support groups and provider of service. If there is no such vacant position, the employee shall use available paid time off, or be placed on an unpaid leave of absence for up to forty-five (45) days. The employee will be permitted to return to work only upon approval of his/her attending physician and the Board's physician. Once returned to work, the Unit Member shall be subject to six (6) random drug testings for a period not to exceed one (1) calendar year.

7. All information regarding drug or alcohol testing results will be kept confidential. Only administrative personnel who need to know the information will be informed of the results. All drug test results will be reviewed and interpreted by a physician, who shall be known as the Medical Review Officer ("MRO"). If the lab reports a positive result, the MRO will attempt to reasonably contact the Unit Member to conduct an interview, either by phone or by person, to determine if there is an alternative medical explanation for the drugs found in the sample. If the Unit Member provides appropriate documentation, and the MRO determines that it is legitimate medical use of a prohibited drug, the drug test will be reported as negative. Should a Unit Member test positive he/she must be removed from all driving duties, but may be assigned to a non-safety sensitive position while confirmation of test results transpire. The Unit Member cannot return to driving a bus until he/she has been evaluated by a substance abuse professional or MRO has complied with recommended rehabilitation, and has a negative test result on a return-to-duty drug test. The District may implement follow-up testing procedures to monitor the Unit Member's continued abstinence from drug use.
8. Unit Members who are subject to discipline, as a result of drug or alcohol use, shall retain all due process, rebuttal, and other civil and contractual rights and are entitled to contest the discipline through the Grievance Procedure, or if they contend a violation of this Article and its application, are entitled to contest the misapplication or misinterpretation through the Grievance Procedure of the Contract.
9. OAPSE will be held harmless or indemnified for any loss resulting from a violation of any employee's constitutional, common law or statutory right that is directly related to this drug and alcohol testing plan and which are the result of the actions of the Board.
10. Any Unit Member who is required by the Board to submit to a suspicion activated drug or alcohol test will be awarded the sum of one-hundred-fifty dollars (\$150.00) if the test results are negative. This sum shall be payable to the Unit Member in the second paycheck following the receipt of the test results.

F. Assignment (Medical Transfers)

If an employee claims that she/he needs a reasonable accommodation of her/his disability as defined under the American with Disabilities Act, the Superintendent or designee and the Local President or designee shall meet to review the request and determine what steps, if any, should be taken to respond to the question. If the Superintendent or designee and Local President or designee cannot agree, then the final determination on accommodation to be made, including the possibility of reassignment of another employee, shall be made by the administration but may be challenged through the grievance procedure.

G. Transitional Work Assignment

The District may provide transitional work assignments to members who are temporarily disabled due to a work related injury or illness to facilitate the member's return to their regular job assignment. Such assignments will be made under the following conditions:

1. Upon the member's medical release to return to work with physical restrictions and limitations, a determination will be made by the member's immediate supervisor in consultation with the Director of Business Services to provide a suitable job assignment which accommodates the member's temporary/partial disability.
2. A written recommendation for a transitional work assignment will be made by either the appropriate department/building personnel or through the District's managed care organization or oversight of workers compensation claims to the Director of Business Services, with a copy to the Local President. Based on such recommendation, the Director shall determine if an accommodation can be made based on the employee's temporary medical restrictions. Transitional work duty assignments may include as many of those job duties and tasks that are part of the employee's existing job or assignments that accommodate the employee's temporary medical restrictions.
3. The decision to provide transitional work duty assignments will be based on the employee's medical restrictions and limitations and the ability of the department and/or building to provide such assignments. Transitional work assignments will not exceed 120 work days during a twelve (12) month period and there shall be no guarantee to provide such assignments.
4. The employee shall be compensated at his/her regular earnings rate for all work performed during the course of the transitional work duty assignment. Sick time will continue to accrue at the employee's regular rate of pay and original job posting total hours during the transitional work duty assignment.

5. During the course of a transitional work duty assignment, the employee will be expected to follow prescribed treatment as defined by her/his attending physician, as well as any requests by the District for additional medical information or clarification through a medical examination by a board approved physician.
6. If after 120 work days, an employee is unable to resume his/her regular job assignment or its essential functions, the employee will be placed on sick leave, or workers compensation and SERS disability if appropriate and available.
7. Upon a full medical release by the employee's attending physician and approval of the Director of Business Services, the employee will resume the full duties and responsibilities of their regularly assigned position. If there is a disagreement concerning whether the employee can resume full duties, the opinion of a doctor approved by both the employee's doctor and the doctor assigned by the Board will be controlling.

ARTICLE XIII - ABSENCES:

All Unit Members are responsible for reporting any absence on a daily basis. (This report is to be made in accordance with the time management procedures (once such procedures are adopted) and is to be at least two (2) hours or more prior to the employee's starting time. Building engineers must call off to the building supervisor at least two (2) hours before his/her scheduled work shift. Following any absence, the Unit Member is required to file the proper absence report through his/her Immediate Supervisor, and/or Administrator. In the case of a Unit Member being late, whenever possible the Unit Member should phone in to his/her Immediate Supervisor, and/or Administrator (see Article VIII Workload). Where a Unit Member is involved in a bonafide emergency situation over which she/he has no control, the employee will report his/her absence tardiness prior to the start of her/his shift, or if legitimately unable to do so, at the earliest opportunity. If requested by the Director of Human Resources, the employee will provide documentation of the emergency. When the absence is anticipated to be longer than one day, the Unit Member shall advise the immediate supervisor of the identity of the doctor the member is consulting, if any, how long the Unit Member anticipates being absent from work, and the basis for such prediction and shall provide medical documentation (if seeing a physician) immediately upon the supervisor's request. Such documentation may be required to be provided during the employee's absence. In any instance of an absence of more than two days duration, the Unit Member will advise his/her supervisor of her/his anticipated return to work by 3:00 p.m. the day prior to the anticipated return.

ARTICLE XIV - LEAVES:

A. Accumulation of Sick Leave

The parties agree that attendance at work is the first step in good performance.

If an employee is absent for more than seven (7) full days or ten (10) half days on sick leave in a school year she/he may receive formal notice from the Office of Business Operations of attendance concerns. That notice will advise the employee that she/he may be subject to progressive discipline commencing with a written warning. Note: all sick leave approved through Human Resources, sick leave qualifying under approved FMLA and work related illness/injuries incurred in District employment shall not be counted in the aforementioned calculations of days absent.

In those instances when the Administration directs an employee to leave the job site due to illness/injury, the resulting absence shall be considered leave approved by the Office of Human Resources.

Criteria for Approval:

If the employee believes there are valid explanations for her/his use of sick leave before discipline is imposed, the employee will meet with his/her Immediate Supervisor to explain her/his use of sick leave. The employee may be accompanied by a Union Representative.

Discipline determinations will be made by the Immediate Supervisor following that meeting. If discipline is to be implemented, the employee may appeal that decision to Step 2 of the grievance process. Discipline shall be progressive, beginning with a written reprimand.

Beginning with the first year of the Contract, sick leave shall be cumulative to 270 days.

B. Accrued Value of Sick Leave from Employees Who Changed Status

This is to establish how a permanent change in employment status will result in a recalculation of sick time. It will also establish how an employee on a temporary assignment either long term, short term custodial or seasonal assignments will earn and use sick time.

1. Employees who changed from part-time to full-time status, or vice-versa, will have the accrued value of their accumulated sick leave adjusted to the equivalent accrued value consistent with their status effective on the date of their status change. For part-time employees who become full-time employees, accumulated part-time sick leave will be re-calculated to its full-time equivalent. For full-time employees who become part-time employees, accumulated full-time sick leave will be re-calculated to its part-time equivalent. An employee who has held more than one position concurrently prior to the change to full-time status shall have all regular assigned hours counted in the sick leave conversion calculation.

2. For custodial temporary assignments of long term, short term, or seasonal additional work any employee scheduled to perform this work shall be retroactively made whole for scheduled hours affected by their absence only after they have worked four (4) consecutive pay periods. These retroactive scheduled hours may be calculated up to eight (8) hours or less according to the employee's scheduled hours. After the four (4) consecutive pay periods have been worked all sick time earned while on any additional assignment will be calculated in accordance with Article XI Leaves, Section B, "An employee who has held more than one position concurrently prior to the change to full time status shall have all regular assigned hours counted in the sick leave conversion calculation."

The exception to this rule shall be summer employment. In the case of summer employment any permanent nine (9) month Unit Member who is working on a summer months basis in a different classification or otherwise different duties than normally performed during the school year, will not earn sick time, use sick time, or accrue sick time in addition to the day and one fourth normally earned during the course of a calendar year.

Any use of time off during any summer assignment shall be considered normal summer leave. However when scheduled to work for an entire summer assignment days off must be scheduled by an immediate supervisor unless the time off is an emergency situation.

3. After four (4) consecutive pay periods have been worked in any additional assignments any sick time used will be granted in up to eight (8) hour or less days according to the employee's scheduled hours for the duration of that assignment.

C. Sick Leave

Sick leave can be used in one-quarter (1/4) or full day increments only. The term "day" as used in this section shall mean the employee's contracted number of hours.

Should a Unit Member use sick leave as a result of an on the job injury, if this Unit Member qualifies for disability under the guidelines of workers compensation, the Board shall report the sick time used to Workers Compensation and the Board may be reimbursed in accordance with the state guidelines. It is further agreed that any Unit Member who uses sick leave, because of a job related injury, upon settlement of the claim may buy back his/her sick time, at his/her per diem rate. This type of buy back will be at the employee's expense and for all or any portion of sick time used. Unit Members buy backs may be done at any time during their employment with the Board.

A Unit Member may donate accumulated sick days to another Unit Member who has run out of sick days. (Form 9999). The Unit Member receiving the donated sick days may be entitled to no more than thirty (30) donated days per an initial request. A request of up to twenty (20) additional days may be submitted to the Director of Human Resources and the Union President for review. Any unused donated sick days will be returned to the donor.

1. Bargaining Unit Members whose sick leave has been depleted by intermittent use not associated with a serious illness, care of an immediate family member or other documented reason shall not qualify for this benefit.

2. The initial determination of whether or not an illness or injury meets the requirements of this section will be made by the Director of Human Resources or their designee. The Unit Member may appeal the decision to the Superintendent.

D. Sick Leave, Advancement of Sick Leave

Each Unit Member will earn 15 days of sick leave for each year under the contract which will be credited at the rate of 1-1/4 days per month. The Unit Member must be in Active Pay Status to earn these days. Sick leave will be paid according to the individual's job posting for which he/she applied and was awarded, including his/her scheduled hours of work up to 8 hours per day. Notification of accumulative sick leave to date will be provided to each employee at the time of his/her salary notification in January. Sick leave can be used in one-quarter (1/4) and full-day (1) increments only. An employee may be loaned five (5) sick days only once during each of the Board's fiscal year (July through June). These five (5) days must be paid back (reduced to 0 days advanced) prior to the end of the fiscal year. If there is a negative number of days remaining, the wages for these days will be deducted from the final pay check remaining in June. Employees who are contracted for less than eight (8) hours will be paid for the normal work assigned hours when using sick leave. This assigned work includes VOE, kindergarten, and special education run, as regularly assigned. Thus, if an employee is normally working five (5) hours and is sick on a day when the work load would be five and one-half (5-1/2) hours, that person will be paid for five (5) hours. Paid time does not include changes in scheduling due to early dismissals or other days when unforeseen circumstances occur.

It is the responsibility of the Unit Member to furnish the Central Administrator's Office or higher designee a written statement (on a form approved by the Board) giving the reason for absence in order that sick leave may be granted. The procedures here are subject to modification if the District adopts an electronic online attendance management system. Falsification of this statement will be grounds for discipline, up to and including discharge. In addition, if the Board has evidence or objectively believes that the Unit Member is abusing sick leave, it may require the Unit Member to furnish it with a physician statement, if a physician was consulted, setting forth the reasons for the absence and/or the

Board may require the Unit Member, at its cost, to be examined by a health care provider named by the Board. The examining physician shall be the physician used for driver examinations; the physician may make referrals in appropriate situations.

E. Absence Chargeable to Sick Leave to Care for Members of the Family

Unit Members may use accumulated sick leave to care for the serious health condition (as defined by the Family and Medical Leave of Absence Act of 1993) of the Unit Member's spouse, unmarried child, unmarried step-child, parent or step-parent.

F. Medical Leave of Absence

When a Bargaining Unit Member is unable to work for the reasons of illness or disability, the Board will, upon the recommendation of the Superintendent and proper application of the Unit Member, place the Unit Member on a medical leave of absence pursuant to Ohio Rev. Code § 3319.13. Such a leave will begin on the day the Unit Member first reports off from work (even if such time is covered by sick days) and will be for a maximum period of not more than two (2) consecutive years. While on medical leave of absence, the Unit Member must first use all accrued sick leave (except a Unit Member may save up to five (5) sick days), and once available sick time has been exhausted by use or by banking the Unit Member will be placed on unpaid, inactive status. If the Unit Member does not request the banking of sick time at the commencement of the medical leave, the Unit Member will be barred from banking sick time during this absence.

Except for banked sick days, if any, an employee shall be paid in full the balance due him or her (including accrued but unused vacation, personal days, and accrued but unbanked sick days) in his or her last check.

While an employee is on an approved medical leave of absence, the Board will pay its share of the total fringe benefit package, inclusive of hospitalization, major medical insurance and group term life premiums, in accordance with the following schedule:

0 to 5 years of Board Employment – Three (3) months
more than 5 years of Board employment – Six (6) months

Such payments supersede the provisions of the Family and Medical Leave Act.

An employee on medical leave of absence who intends to return to work shall file application for reinstatement at least five (5) working days in advance of the employee's anticipated date of return unless the employee's physician gives them an immediate or less than five (5) day date of return. In this circumstance the employee will provide a statement upon its receipt or on his/her return, whichever

is earlier. The application must be accompanied by a physician's statement indicating the employee's medical condition is or may be reasonably anticipated to be such that the employee is capable of returning to work and resuming normal duties. At the employee's option, said statement may be provided at the actual return date. It shall be the duty of the employee to notify the Assistant Superintendent/Personnel, in writing, of such intention to return to duty. Upon return to service the Unit Member shall resume a position and contract status held prior to the medical leave of absence unless the employee accepts a position other than the one held at the time the leave was granted.

Upon return to service from use of paid accumulated sick leave or unpaid medical leave of absence prior to June 30th of school year the leave commences, the employee shall resume the classification, building and shift held prior to the leave. Unit Members whose unpaid leave extends beyond June 30th of school year in which the leave commences will return to the same classification.

G. Use of Leave for Funerals

For deaths in the immediate family (spouse, child, siblings, step-child, parent, parent-in-law, or step-parent), three (3) days of funeral leave shall be granted and not charged to sick leave. For deaths of grandparents, grandchildren, aunts, uncles and other relatives residing in the household, two (2) days of funeral leave charged as sick leave shall be made available. Additional days of sick, personal or vacation leave may be available with the approval of the Director of Human Resources/.

H. Personal Leave

A maximum of three (3) Personal Leave days, granted in one-half or full days, per contract year will be granted to Unit Members for situations of a personal emergency over which the employee has no control. These days are not accumulated from contract year to contract year nor may they be deducted from sick leave. An employee who has 45 accumulated sick leave days or more may convert unused personal days to sick leave at the end of the contract year by submitting a written request to the Treasurer in the month of June of each contract year.

Reasons Valid for Personal Leave shall include but are not limited to:

Weddings of members of the family;

Religious holidays;

Graduations of members of the family;

Legal matters or legal transactions which cannot be scheduled outside of the regular working days. These must be documented;

Travel conditions which make it unsafe for the employee to report as assigned;

Emergency situations involving the employee's dwelling;

Emergency situations involving the employee's automobile (only tardiness - not a full day's absence); and

Clearly specified family emergencies.

As to matters of extreme personal nature, the Unit Member may discuss these reasons with the Superintendent and/or his/her designee so that these matters will remain confidential. It is the responsibility of the Administrator who controls the approval of the Personal Leave to keep these matters as confidential as possible.

I. Reasons NOT Valid for Personal Leave

Include but are not limited to:

1. gainful employment or making application therefor;
2. recreation or vacations (includes the day prior to or following a school holiday period);
3. accompanying spouse on business trip;
4. family reunions; and
5. medical or dental appointments already covered under sick leave.

J. Notification of Personal Leave

Personal Leave cannot be taken between May 15th and the end of the school year without specific approval of the Superintendent or designee. Personal Leave will be made using the appropriate form and filed through the Immediate Supervisor, and/or Administrator at least one week prior to the requested date of leave. These procedures are subject to modification if the District adopts an electronic online attendance management system. This form shall include a statement to be signed by the applicant that the leave is in conformity with the policy. In the event of an emergency where advance application cannot be made every attempt must be made to notify some member of the administration. Submission to an application for leave should follow the employee's return. The appropriate Central Administrator may grant an exception to these notification requirements due to an emergency situation. If Personal Leave is requested for reasons other than those

specified in this section, the appropriate Central Administrator will review each application to determine if the requested absence is necessary due to an emergency situation. If the situation is not an "emergency", then the absence shall not qualify for Personal Leave. The appropriate Central Administrator shall make prompt disposition of the application and notice forwarded to the applicant, or immediate supervisor, and/or administrator, and a record made for applicant's personnel file. Normally, added Personal Leave is not permissible. An exception may be granted by the Superintendent and/or his/her designee upon establishment of a just cause.

K. Jury Duty

An Employee who is absent for jury duty or to serve as a witness under subpoena in litigation in which neither the Employee nor a member of his/her immediate family is a party shall be granted leave without loss of pay or other leave for such service. The Employee shall not be required to remit to the Board any fee, expense or other compensation received for such services as a juror or witness. In addition any Unit Member whose regular assigned shift commences at 3:00 p.m. or after and who is required to serve all or any part of the day on jury duty will be relieved from that day's work with pay. If the employee is assigned to jury duty but finds that he/she will not be serving on a particular day of the assignment, he/she is to report to work. The Employee shall be required to submit to the Board a copy of the jury summons or subpoena as verification of the leave. An Employee who participates on non-working days on behalf of the Board in school-related litigation shall be compensated at his/her respective hourly rate for each day of such service.

L. Unpaid Extended Leave (in part or whole)

1. Unit Members who, in part, or who cannot perform their duties (the duties for which they were hired) because of an alleged mental or physical condition, and who seek and receive temporary employment elsewhere, can and may be dismissed from employment, if the Unit Member secures other employment while on leave, and such work requires the same or similar physical or mental activity as the job covered under this Agreement. If a Unit Member is unable to work, his/her total work assignment (bus driver, custodian, etc.), he/she will only be eligible for benefits received by other Unit Members based on the job the employee can perform. Eligibility for light duty will be considered on a case-by-case basis.
2. Any Unit Member with at least seven (7) days of accumulated sick leave for each full year of Orange employment may request up to five (5) days of unpaid special leave per year. A substitute must be available for the period of absence. Additional unpaid time for such eligible employees may be granted with the approval of the Central Office administrator.

M. Family and Medical Leave of Absence

The Board will comply with the Family and Medical Leave of Absence Act and employees eligible for leave pursuant to the Act must substitute paid sick time off for unpaid time to the extent they have any paid sick time except five (5) days of accumulated sick leave may be reserved or saved. If there is a conflict between this Contract and the Act, the Act will control; however, to the extent this Agreement provides more generous leave benefits, those benefits will not be reduced because of the Act.

N. Unit Member Organization Meeting

Absence of a Unit Member when occasioned by attendance at an employee organization meeting or convention may be permitted with regular pay. During any contract year, a total of no more than twelve (12) employee days may be used for conferences.

If any Unit Member obtains an elected office above the local level, additional organizational leave days will be granted with the approval of the Central Office Administrator. OAPSE State will pay the costs of the absent employee's salary and retirement.

In either event, the allowed days will not be deducted from either the Unit Member's special personal leave or his/her sick leave. In this instance, the application shall bear the signature of the applicant and the President of the local organization, and shall be forwarded through the immediate supervisor, supervisor, manager, and/or administrator to the appropriate Central Administrator.

O. Abuse of Leave

Evidence indicating to the Board of Education that leave with pay privileges has been abused is just cause for discipline up to and including dismissal from service.

P. Assault Leave

If, as a result of job related activities, a Unit Member is assaulted, resulting in physical injury to preclude satisfactory performance of regular duties, the Unit Member shall be granted leave not to be taken from sick leave or personal leave for the period of the incapacitation but not longer than thirty (30) scheduled work days that the Unit Member would have worked but for the assault. The Unit Member suffering the assault must seek to prosecute the assailant, and all time required to pursue said prosecution shall also be with pay and not deducted from personal leave and shall be in addition to the specified thirty (30) scheduled workdays for each individual assault.

Assault is defined as the intentional causation of physical harm to the employee by any other person. Assault Leave is also intended to apply to injuries suffered by the Unit Member during the course of, or as a result, of an assault upon third person(s). The Board retains the right to have a doctor of its choice and expense verify that the Unit Member is unable to work.

Assault Leave will be paid according to the Unit Member's job posting for which he/she applied and was awarded including his/her scheduled hours of work. Upon the cessation of Assault Leave, the affected Unit Member may apply for "lost time" coverage through Workers' Compensation, but the Unit Member must still complete the applicable waiting period after the assault leave terminates.

A Unit Member temporarily disabled as a result of a physical assault shall be, when practical, at the discretion of the Board, returned to the same position as held at the time of the incident. Bus drivers disabled due to assault at the beginning of a school year will be allowed to cast a bid for a route while on disability and shall assume that route upon return from Assault Leave.

Assault leave may be granted by the Superintendent or his/her designee at his discretion when psychological injury from an assault precludes satisfactory performance of regular duties.

ARTICLE XV - EMPLOYMENT:

A. Probationary Employment Period

New employees covered by this Agreement shall serve a probationary period of ninety (90) workdays before becoming permanent employees. The probationary period may be extended for up to sixty (60) additional work days. The Union president shall be notified of the extended probation and given the rationale for the extension. "Days" for purposes of this paragraph means those days in which school is in session and the employee actually works. During such probationary periods, new employees shall have no seniority status and shall have no right of recourse to the grievance or bidding procedures provided herein. They may be laid off or discharged or otherwise disciplined at the sole discretion of the Board and such layoff, discharge or other disciplinary action may not be made the basis of any claim or grievance against the Board. When the probationary employee completes the probationary period, the Union shall be notified and furnished with his/her seniority dates within a reasonable period of time. To the extent a probationary employee is still employed, he/she will be reviewed by his/her Immediate Supervisor, building principal or Director on or about the 45th workday, and again prior to the conclusion of the probationary period (including extended probation). The Board will not discriminate against any probationary employee on the basis of race, age, color, creed, national origin, sex, disability or because of membership in the Union.

B. Job Vacancy

When the Director of Operations/Business Services or Director of Human Resources determines a vacant position exists, the vacant position shall be posted electronically internally and externally. All applicants, including those seeking a lateral transfer, shall prepare and submit a list of their qualifications for the position via the District's electronic application management system.

Qualified internal applicants shall be considered first. Qualifications shall include work record, attendance, discipline history, requirements of the job, pertinent state/federal requirements, seniority, supervisor recommendation, and job evaluations and other reasonable job-related factors. If qualifications are equal between an internal and an external applicant, preference shall be given to the most qualified current employee. The position shall be awarded to the most qualified applicant, internal or external, for the position. If the position is awarded to an internal applicant, the internal applicant shall complete a probationary period of sixty (60) days. "Days" for purposes of this paragraph means those days in which school is in session and the employee actually works. If within that probationary period it is determined that the employee is not working out in the new position, he/she will return to his/her previous position and all other changes in personnel related to the move will also be returned to their previous position.

Any employee applying for a vacant or newly created position, including a position in her/his current job classification, must meet the qualifications for that position. Employees who are the best qualified for the vacancy and are awarded for vacancy and accept jobs in a new classification must be evaluated on or about at the end of 30 working days and again near the end of 60 working days. If the Immediate Supervisor, Supervisor, and/or Administrator including site manager, i.e., principal or assistant principal, determines through a written evaluation the employee should not continue and/or the employee does not wish to continue in the position, the employee shall be returned to his/her previous position at the previous salary. If the position is in a split classification, the employee must hold one of the classifications and be qualified in the other.

Where the applicants include external applicants, management will carefully assess their qualifications and abilities and in place of job performance history, carefully consider the work history, references and evaluations provided by the external applicant. Measures used to assess the qualifications of external candidates will be available to the Union for inspection.

If a Unit Member who is on Step 1 through 9 of the Salary Schedule is awarded a position in a higher paying classification, the Unit Member shall be placed on the Salary Schedule so that he/she receives at least a 5% increase but in no case will the Unit Member be placed above Step 9 (including Longevity Schedule) in the Salary Schedule then in effect for the new classification.

If the Unit Member is beyond Step 9, and then is awarded a position in a higher paying classification, the Unit Member will remain at the same Longevity Step in the new classification.

If the Unit Member is awarded a position in a lower paying classification, the Unit member will move to the corresponding step in the new classification including the Longevity Step if applicable. For example, an employee in Step 7 at her/his prior classification shall be moved to Step 7 in the new classification.

Employees who were promoted under the provision of the previous collective bargaining agreement who do not have a corresponding step and who would exceed the steps will be red circled and remain in such status until the point in time when his/her pay matches the last step on the Salary Schedule for the classification.

C. Job Postings

1. When the Administration determines that a vacancy exists in a position covered by this Agreement, either by creation of a new position or separation of a Unit Member from service, such vacancy shall be posted electronically on the District's email system for application by both internal and external candidates within five (5) workweek days. The Supervisor of each site, i.e., the Building Principal or the Department Supervisor, shall be responsible for timely posting of the vacant position in her/his job site/building. A copy of the posting shall be forwarded to the local President. The job vacancy will remain posted for five (5) workdays. Openings that occur when school is not in session shall be posted electronically on the District's website and forwarded to the President of the Association. Information about open positions is available on the District's website to employees and community members.
2. The job posting notice shall contain shift hours, job site, and special job qualification. Bus driving positions will require a current CDL, a physical on file, and Abstract to be eligible for said position.
3. Job vacancies shall be posted electronically on the District's website by the Director of Human Resources. Within one (1) workday of after the close of the posting, the Administration will notify the Union President in writing regarding the current classification and seniority of all persons applying for said position as well as external candidates, if any.

D. Job Bidding

If at all possible, the job will be awarded within ten (10) days of the end of the posting period. A current employee may not bid on a job vacancy in the same or

a different work classification where performance of that new position, if awarded, would interfere with the employee's completion of her/his duties in the continuing job assignment. For example, an employee cannot bid on a vacant position in custodial service where the duties and hours of that custodial position would conflict with her/his completion of, for example, morning and/or afternoon transportation assignments.

Where possible, the employer shall try to make reasonable accommodations in either the continuing position or the new position of a current employee so as not to disqualify an otherwise qualified internal candidate, provided such accommodations do not interfere with the provision of services to students and/or impose additional burdens or obligations on other District staff. For example, an "additional burden or obligation" would be imposed on other District staff where an employee, in order to perform a transportation job assignment, must leave her/his custodial assignment prior to completion of her/his assigned shift, so leaving remaining colleagues with more custodial work to do.

No employee shall be eligible to apply for a lateral transfer within her/his own classification that is posted within twelve (12) months of her/his most recent job change.

E. Selection Procedure

The following procedure and criteria will be used in determining lateral transfers within an employee's current job classification or the promotion or change in classification of the applicant and to evaluate the qualifications of external applicants:

1. Work record/ job experience, attendance, requirements of the job, pertinent state/federal requirements, supervisor recommendation, job evaluations, seniority, and other reasonable job-related factors, .
2. Any and all discipline and/or attendance corrective action in the employee's personnel file within the past thirty-six (36) months. However, discipline resulting in suspension without pay and/or a job reassignment will remain available for consideration for the balance of the employee's service with the District.
3. Resumé of change in classification or qualifications since last applying for a similar position.
4. Personal qualifications of the job according to the job description. These qualifications will be evaluated for each candidate to determine the candidate with the best qualifications, and physical capability to perform the job.

5. If qualifications are determined to be substantially equal between two or more applicants, the position will be awarded to the most senior applicant.

F. Notification of Appointment

All applicants, for a job vacancy or change of assignment, will be notified, in writing, as to the final decision regarding the filling of the position within five (5) workdays of the award. At the time a job is awarded, the Union President will be notified of the appointment.

G. Reduction In Force

When by reasons of decreased enrollment, budgetary constraints, return to duty of regular employees after leave of absence, and other Board approved changes in managerial policy, the Board of Education determines that it is necessary to make a reduction in the number of support staff employees the following procedures shall apply:

1. The Board of Education through its administrative representatives shall determine in which classifications the reduction in force should occur and the number of employees to be reduced. In the classification affected, Unit Members in the probationary period shall be reduced before any Unit Member in that classification employed under regular Contract.
2. The number of Unit Members affected by reduction in force will be kept to a minimum by not employing replacements, and through employees who resign, retire or otherwise vacate a position, RIF employees will be called back.
3. Any employee affected by reduction or an abolishment of position has the right to bump the least senior Unit Member, if any, within his/her classification or the Unit Member has the right to bump the least senior Unit Member in another classification, if qualified, according to the job description and Director of Human Resources.
4. The least senior person on the Campus Wide Seniority List, when bumped, will go on the Recall List.
5. When bumping into a different classification, a Unit Member will be placed on the same salary step of his or her previous classification from which he/she has been bumped.
6. The Campus Wide Seniority List shall be used in this reduction in force policy. Seniority shall be defined as the uninterrupted length of continuous service with the Orange Board of Education computed from the latest date of hire. Authorized leaves of absences do not constitute an

interruption in continuous service but do not add to seniority. In cases of identical date of seniority, the date of hire shall prevail. In cases where no date is indicated, seniority will follow alphabetically by the last name.

7. Written notice shall be given to each Unit Member to be reduced at least 30 calendar days prior to the effective date of the Board of Education action in that particular reduction in force. Included in the written notification shall be a statement advising the Unit Member of his or her rights to recall.

H. Recall Policy

A Unit Member whose employment is not being continued under the provisions of the Support Staff Reduction In Force (RIF) Policy shall have recall rights in the reverse order of deletion of personnel. The following guidelines shall apply:

1. The Human Resources Office will maintain a recall list. Such list will contain the names and basic information on Unit Members whose contracts were suspended under the Reduction In Force Policy. The ranking in the register shall be determined by the same criteria as utilized in the Reduction In Force Policy. The list will be used to fill future vacancies so that an employee whose suspended contract may be offered a position which becomes vacant in his or her classification, or another classification covered by this Contract provided that employee is presently qualified for the position according to the job description for the vacant position. The Unit Member will be kept on the Recall List for a period of twenty-four (24) months from the date of the Unit Member's reduction.
2. When vacancies occur, such notification shall be sent to the last known address of the employee by certified mail. The employee is responsible for keeping his or her address up-to-date in the Office of the Director of Human Resources.
3. The Office of the Director of Human Resources must be notified, in writing, within ten (10) days from the delivery of the vacancy notice of the employee's acceptance or rejection of the position. Any employee who declines a recall vacancy position which he held previously shall be permanently removed from the Recall List.

I. Assignment and Transfer

Administrative Initiated Change of Assignment or Transfer:

When it is necessary to effect a change of assignment within the system the Director of Human Resources or his/her designee shall confer with the Unit Member (or Unit Members) concerned. If a change of assignment is made, such

change shall be executed by letters from the Central Administrator to the Unit Members and appropriate Immediate Supervisor, Supervisor, and/or Administrator. When a Unit Member's job performance, including but not limited to failure of attendance, is the cause of a necessary transfer, the Director of Human Resources or his/her designee shall meet with the Unit Member to discuss the transfer and the reason for each action and notify the Union President in writing of the problem.

J. Emergency Closing (Weather Conditions)

Unit Members are expected to report to their normal work assignments unless notified differently by their department, Immediate Supervisor and/or Administrator. An employee who believes that hazardous conditions prevent her/his travel to work shall immediately report such hazardous conditions to his/her Immediate Supervisor and/or Administrator. Should it be necessary for the Director of Operations/Business Services to require certain vital services personnel to report to work, that employee will be individually contacted by the Director of Operations/Business Services or his/her representatives. The employee will be paid his/her regular hourly rate plus either time and ½ his/her regular hourly rate or compensatory time at one and one-half times his/her vital service time, with the selection to be made by the employee at the time the service is performed. The compensatory time must be scheduled through the Director of Operations/Business Services and must be used within thirty (30) days of its accrual. It is not possible to allow use of such compensatory time to extend an employee's regular vacation period.

If it is determined to close due to weather conditions, and this closing cannot be done prior to 6:00 a.m., employees who report to work will be paid a minimum of 2 hours. If it is determined that school will not be opened prior to 6:00 a.m., a Union Officer (selected by the Union President) will be notified prior to 6:00 a.m. of said closing. Any Unit Members who report to work after such notification will not be paid the 2 hours. Where the notice is not provided in a timely fashion, Employees who report for work will be paid for two (2) hours in addition to their regular pay and will be assigned and required to perform work assignments during the two (2) hours. Employees will receive pay based on the job posting for which they were awarded. Pay for full-time employees will be based on eight (8) hours. Pay for part-time bus drivers will be based upon their bid or assigned route times.

(Other Than Weather Conditions)

If hazardous conditions do not exist and school is closed due to mechanical failure to buses, driver-related difficulties, or individual building problem, all support staff employees are expected to report to work as usual unless otherwise notified. Supervisors must have emergency phone numbers on file for each employee.

ARTICLE XVI – CONTRACT:

Upon successful completion of ninety (90) workday probationary period (See Article XV), the initial appointment becomes permanent. That employee may not be suspended or terminated, except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment to the public, neglect of duty or any other failure of good behavior and other acts of misfeasance, malfeasance or non-feasance.

A. Contract Year

The Contract work year for employees shall be from July 1st through June 30th.

B. Termination of Contracts - Resignations

A Unit Member may terminate his or her contract by resignation of employment two (2) weeks subsequent to the filing of a written notice of such termination with the appropriate Central Office Administrator.

C. Salary Notification

Adjusted salary, when granted and approved, shall be included in a salary notification form issued annually by the Director of Human Resources. Included with the salary notification will be the accumulated sick leave days to date. A Unit Member no longer able to meet the demands of his current classification due to physical or mental infirmity may request to have his or her position adjusted. The Board may also adjust said position (without) pay alteration with documented, just cause to provide appropriate safety for public, students and employees. The employee's salary will be frozen until the salary schedule for the appropriate position reaches or passes the frozen step.

ARTICLE XVII – SALARY:

A. The Schedule

The wage schedule will contain steps one (1) through twenty-nine (29) as the current schedule provides. Employees move through the steps each year of service at Orange.

Effective January 1, 2016, a .5% salary increase above the calendar year 2015 salary schedule will take effect, followed by a 1.0% salary increase above the then-current salary schedule will take effect January 1, 2017 followed by a 1.5% salary increase above the then-current salary schedule will take effect January 1, 2018.

Schedule appears at the end of the Contract.

B. Year of Service

For the purpose of determining full years of employment service credit in the Orange Schools, the following shall be applicable for the areas of vacation (where appropriate) and longevity salary.

1. 12 month employees shall be given a full year of service credit for a specific contract year (July 1st to June 30th) when they have completed 170 days (34 weeks) of actual work during that contract year;
2. 11 month employees shall be given a full year of service credit for a specific contract year (July 1st to June 30th) when they have completed 150 days (30 weeks) of actual work during that contract year;
3. 10 month employees shall be given a full year of service credit for a specific contract year (July 1st to June 30th) when they have completed 130 days (26 weeks) of actual work during that specific contract period.

C. Longevity Schedule I

This is a schedule for employees who have had at least 11 years of service with the Orange Schools. All percentage figures apply to the salary schedule currently in effect.

Schedule appears at the end of the Contract.

Upon completion of ten years of service at Orange, the Unit Member will receive a longevity step increase in the eleventh year.

Upon completion of thirteen years of service at Orange, the Unit Member will receive a longevity step increase in the fourteenth year.

Upon completion of sixteen years of service at Orange, the Unit Member will receive a longevity step increase in the seventeenth year.

Upon completion of nineteen years of service at Orange, the Unit Member will receive a longevity step increase in the twentieth year.

Upon completion of twenty-two years of service at Orange, the Unit Member will receive a longevity step increase in the twenty-third year.

Upon completion of twenty-five years of service at Orange, the Unit Member will receive a longevity step increase in the twenty-sixth year.

Upon completion of twenty-eight years of service at Orange, the Unit Member will receive a longevity step increase in the twenty-ninth year.

An employee eligible for longevity payments who has been promoted to a different classification shall receive the cents per hour longevity amount in her/his current classification.

D. Initial Placement on Salary Schedule

The Board may hire an individual and place that individual on Steps 1 through 9 of the Salary Schedule. The individual will move on the Salary Schedule as provided in Article XVII, Section A. To be eligible for the Longevity Schedule, the individual must have worked the required number of years of service at Orange.

E. Shift Differential

Full time employees whose regularly scheduled eight hour work shifts commence on or after 6:00 p.m. shall receive a shift differential of \$.20 per hour for all hours actually worked on a regularly scheduled shift which commences on and after 6:00 p.m.

F. Lead Positions

The positions of lead maintenance and lead mechanic shall be paid at \$.50 per hour above the maintenance scale and mechanic scale, respectively.

G. Building Engineer

When any incumbent day custodian leaves her/his existing position or upon the District's opening of the new building, the District will create a building engineer title for such building. Building engineers will be at \$.50 per hour above the current rate applicable to building day custodians. [A separate wage column is included in the appendix for building engineers.]

H. Uniforms

The Board of Education will absorb the cost for rental of uniforms for Mechanics, and Maintenance personnel and other full-time personnel as approved by the Director of Operations Business Services. The Board of Education will also supply five (5) shirts with the name and school logo to all custodians in the spring of 2016, 2017 and 2018. Custodial personnel and bus drivers are responsible for maintaining their uniforms and jackets. All custodial, maintenance, and mechanic personnel and cafeteria personnel must wear their school-supplied uniforms while on duty and at their assignment. Employees whose uniforms are damaged may submit the damaged items to their supervisor for replacement. In a year in which

the Board appropriates funds for this purpose, bus drivers shall be issued uniforms. When school is not in session for students, employees may wear whatever clothing is approved by the Supervisor.

I. Tool Allowance

Tool allowance for mechanics to be a maximum allowance of \$250 per year will exist for lost, worn, stolen, or to update tools. Allowance will be made upon presentation of receipts and/or documentation for purchases made by these unit members. It shall then be the responsibility of said employee during the course of the year to provide valid receipts to the Treasurer's Office showing the purchase of these tools. Tools shall only be replaced if they are lost, stolen, worn, broken, or there is a need to update them. If an employee is separated from service during the year, either by his/her own request or a Board action shall return all tools purchased under this program to their immediate supervisor. All tools purchased under this program shall remain the property of the Board, provided that where a mechanic has been five (5) or more years in service with the District at the time of voluntary separation from employment, the tools purchased under this program for the mechanic shall be released to the employee.

J. Warehouse/Maintenance

There shall be a fifty (50) cent per hour increase in the hourly rate set forth in the Mail/Warehouse schedule contained in the 2013-2016 contract. The position shall be renamed to Warehouse/Maintenance.

ARTICLE XVIII – FRINGE BENEFITS:

A. Paid Holidays

Unit Members shall be eligible for paid holidays when holidays fall within the assignment work period, as listed on the yearly school/community calendar established annually by the Board of Education. The holidays include:

YOM KIPPUR (when observance of same occurs during periods when members work a regular assigned shift)

ROSH HASHANAH (when observance of same occurs during periods when members work a regular assigned shift)

LABOR DAY

THANKSGIVING

The Day following Thanksgiving

CHRISTMAS

NEW YEAR'S DAY

PRESIDENT'S DAY

GOOD FRIDAY

MARTIN LUTHER KING DAY

MEMORIAL DAY
INDEPENDENCE DAY.

For twelve (12) month employees the following policy shall apply to all paid holidays above. Twelve (12) month employees who are not scheduled to work on a paid holiday above (Section A) will be permitted to take another day off during the same pay period. The unit member will be paid for that day off. The unit member and the supervisor will agree in advance on the day to be taken off with pay. Employees who have no sick days left and miss a day of work before or immediately after a holiday or who are on disability or who are on extended leave will not be paid for the holiday when that holiday falls during said leave or disability benefit payment period.

Part-time employees (i.e., part-time bus drivers, food service personnel) will be paid for the Christmas and New Year's holidays. Additional personnel hired to work in the area of Maintenance for the whole summer will be paid for the July 4 holiday if they work the day before and the day after.

1. When Christmas falls on Saturday or Sunday, all twelve (12) month employees shall have the preceding Friday and the following Monday off. When Christmas falls on Monday, the following Tuesday shall be off. In years when Christmas falls Tuesday through Friday, twelve (12) month employees shall be entitled to have the preceding day off.
2. When New Year's Day falls on a Saturday or Sunday, all twelve (12) month employees shall have either the preceding Friday off or the Monday after the Holiday off, depending upon the student school calendar. When this Holiday falls on Monday, only that day will be off. When New Year's Day falls on Tuesday through Friday, all twelve (12) month first shift employees will be excused from their assignments the previous day, New Year's Eve, after they have worked four consecutive scheduled hours as approved by the Director of Business Services or Director of Human Resources. Second shift employees will work four consecutive hours New Year's Eve as determined by the Director of Business Services or Director of Human Resources and then be excused.
3. When July 4 falls on a Saturday, the preceding Friday shall be off. When this holiday falls on Sunday, the following Monday shall be off. When July 4 falls on Monday through Friday, only that day shall be off.

B. Vacation Schedule/Longevity Credit

Yearly vacation for full-time (twelve (12) month Unit members) shall be scheduled during the fiscal year (July 1 – June 30) with the exception that no vacations will be scheduled in August prior to the start of school. Vacation days

may be scheduled in one-half (1/2) and full day increments. Vacations schedules must be approved by the Director of Operations/Business Services.

A Unit Member may elect to carry over five (5) unused vacation days into the next school calendar year. These five (5) days will be added to any vacation days earned but must be used in the school calendar year into which they were carried.

In other words, not more than five (5) unused vacation days may be carried from one year to the next.

Yearly vacation time for full-time employees will be earned as follows:

1. One (1) year of service at Orange to ten (10) years of service at Orange will receive 12 days vacation in their first year. One day per month during years one through year ten.
2. After ten (10) years of service credit at Orange, the Unit Member begins earning seventeen (17) days vacation during his/her eleventh (11th) year of employment.
3. After fifteen (15) years of service credit at Orange, the Unit Member begins earning twenty-two (22) days vacation during his/her sixteenth (16th) year of employment.

Yearly vacation for part-time 12 month employees shall be earned as follows:

1. One (1) year of service at Orange to ten (10) years of service part-time 12 month employees will receive six (6) days' vacation in their first year.
2. After ten (10) years of service credit at Orange, part-time 12 month employees will begin earning seven and one-half (7-1/2) days' vacation during his/her eleventh (11th) year of employment.
3. After fifteen (15) years of service credit at Orange, the part-time 12 month employee begins earning eleven (11) days' vacation during his/her sixteenth (16th) year of employment.

The vacation days for part-time 12 month employees will exempt these part-time 12 month employees from any Longevity Credit for part-time Units members. (As seen in the next section.)

Longevity Credit for part-time employees will be calculated as follows with payment in June:

1. After three years of service at Orange, in the fourth year the employee will receive three days longevity pay at the end of his/her fourth year and fifth years.
2. After five years of service at Orange, in the sixth year the employee will receive four days longevity pay at the end of his/her sixth through ninth years.
3. After nine years of service at Orange, in the tenth year the employee will receive five days longevity pay at the end of his/her tenth through fifteenth years.
4. After fifteen years of service at Orange, in the sixteenth year the employee will receive twenty (20) days of longevity payment at the end of the sixteenth year and until retirement.
5. Effective with the 2005-06 contract year and for subsequent contract years, a part-time employee will earn a full, partial or no allocation of the per diem longevity pay as follows:
 - a. A part-time employee who otherwise qualifies for longevity credit under Article XV (B) will receive payment for the full allocation of days of longevity pay if she/he earns at least one hundred thirty (130) days (26 weeks) of work during the qualifying contract period. For example, a part-time employee who has already earned three years of qualifying service will receive three days of longevity pay at the end of her/his fourth and fifth years of service, provided that she/he earns at least one hundred thirty (130) days of service in that fourth or fifth year.
 - b. A part-time employee who otherwise qualifies for longevity credit under Article XV (C) and who earns at least sixty-five (65) and up to one hundred twenty-nine (129) days of work during the contract period shall be entitled to and shall receive one-half (1/2) of the longevity pay. For example, a part-time employee who has earned five years of service will receive two days of longevity pay, or one-half (1/2) of the amount she/he would otherwise qualify for, if the part-time employee has earned at least sixty-five (65) and up to one hundred twenty-nine (129) days of work during the qualifying year.
 - c. A part-time employee who otherwise qualifies for longevity credit under Article XV (C) and who earns at least thirty (30) and up to sixty-four (64) days of work during the contract period shall be entitled to and shall receive one-fourth (1/4) of the longevity pay. For example, an employee who has completed fifteen years of

service will receive five days of longevity pay, or one-quarter (1/4) of the amount she/he would otherwise qualify for, if the part-time employee has earned at least thirty (30) and up to sixty-four (64) days of work during the qualifying year.

- d. Part time employees who complete less than thirty (30) days of work during a specified contract period (July 1st to June 30th) shall not be entitled to any longevity day pay for that year.

C. Insurance

To be eligible for the various insurances, the classified Unit Members employed must work under the contract a minimum of twenty hours per workweek during the contract period. All insurances become effective on the first day of the month after new employee has completed thirty (30) work days of employment. Enrollment in the insurances is not automatic. It shall be the responsibility of each employee to initiate enrollment within thirty (30) days of the beginning of her/his employment. All other unit members will enter and exit the insurances in accordance with the policies of the carrier. The Board shall have the right to change insurance carriers after consulting with OAPSE and the Benefits Committee, during the term of this Agreement so long as the benefits remain at present levels which exist just prior to the change. Pre-existing conditions shall not be excluded from coverage with a change of carriers. During the life of this Agreement, OAPSE Local #561 pledges its support to the Benefits Committee. This support must include actively working toward managed care objectives, self-insured programs, and any cost savings measures recommended by the Benefits Committee.

1. Life Insurance

The Board shall provide a term life insurance policy equal to \$100,000 for each eligible Unit Member. Each eligible Unit Member will also have accidental death and dismemberment coverage which will be calculated at double the amount of the basic coverage.

Coverage – 100% paid by Board

2. Hospital/Medical-Surgical

Effective January 1, 2016, a single medical plan shall be offered, with a \$20 co-pay per office visit (any wellness visit or preventative service will be covered at 100% with no copays); a \$50 emergency room co-pay (co-pay waived if admitted to hospital); 100% network, 70% out of network with \$2400/\$4800 annual coinsurance maximum for out of network. The prescription drug plan shall be modified to provide co-pays of \$10 for generic and \$35 for non-generic at retail and mail order. In addition to the plan design referenced above, beginning January 1, 2016, the Board shall

offer a minimum value, high deductible plan with no cost to the employee for premiums. The plan provides in-network deductibles of \$6,350 single and \$12,700 family.

Employees scheduled to work 36 or more hours per week will pay via payroll deduction, an employee contribution of 12% effective January 1, 2016, 14% effective July 1, 2016 and 15% effective July 1, 2017.

Employees hired prior to January 1, 2001 that work at least 20 hours per week will pay via payroll deduction, an employee contribution of 12% effective January 1, 2016, 14% effective July 1, 2016 and 15% effective July 1, 2017.

Employees scheduled to work 20-35 hours per week will pay via payroll deduction, an employee contribution of 19% effective January 1, 2016, 21% effective July 1, 2016 and 22% effective July 1, 2017.

3. Prescription Drug Plan Deductibles of thirty five (\$35) dollars for brand name prescriptions and ten (\$10) dollars for generic for retail (30 day supply) and mail orders (90 day supply).

Employees electing prescription drug coverage and are scheduled to work 36 or more hours per week will pay via payroll deduction, an employee contribution of 12% effective January 1, 2016, 14% effective July 1, 2016 and 15% effective July 1, 2017.

Employees hired prior to January 1, 2001 that work at least 20 hours per week will pay via payroll deduction, an employee contribution of 12% effective January 1, 2016, 14% effective July 1, 2016 and 15% effective July 1, 2017.

Effective January Employees electing prescription drug coverage and are scheduled to work 20-35 hours per week will pay via payroll deduction, an employee contribution of 19% effective January 1, 2016, 21% effective July 1, 2016 and 22% effective July 1, 2017.

4. **Vision Plan – See VSP Insert**

Employees electing Vision coverage and are scheduled to work 36 or more hours per week will pay via payroll deduction, an employee contribution of 12% effective January 1, 2016, 14% effective July 1, 2016 and 15% effective July 1, 2017.

Employees hired prior to January 1, 2001 that work at least 20 hours per week will pay via payroll deduction, an employee contribution of 12% effective January 1, 2016, 14% effective July 1, 2016 and 15% effective July 1, 2017.

Effective January Employees electing vision coverage and are scheduled to work 20-35 hours per week will pay via payroll deduction, an employee contribution of 19% effective January 1, 2016, 21% effective July 1, 2016 and 22% effective July 1, 2017.

5. Dental Care

Employees electing Dental coverage and are scheduled to work 36 or more hours per week will pay via payroll deduction, an employee contribution of 12% effective January 1, 2016, 14% effective July 1, 2016 and 15% effective July 1, 2017.

Employees hired prior to January 1, 2001 that work at least 20 hours per week will pay via payroll deduction, an employee contribution of 12% effective January 1, 2016, 14% effective July 1, 2016 and 15% effective July 1, 2017.

Effective January Employees electing Dental coverage and are scheduled to work 20-35 hours per week will pay via payroll deduction, an employee contribution of 19% effective January 1, 2016, 21% effective July 1, 2016 and 22% effective July 1, 2017.

- a. The insurance provides a \$2,500 calendar year maximum per enrollee. The plan provides for the following UCR services:
 - 1) Class I - 100% paid, exams each six month period, cleaning, certain lab tests, and emergency treatments.
 - 2) Class II - \$25 individual deductible/\$50 family deductible, pays 80% of UCR charges for fillings, root canals, gum disease, repair of bridgework and dentures, extractions and oral surgery anesthesia if medically necessary.
 - 3) Class III - Deductible in Class II, pays 60% of UCR charges for inlays, onlays or crown restorations, initial bridgework, installation of partial or full dentures, replacement of existing bridgework or dentures (see booklet for limitations).
- b. In addition to the regular dental plan an orthodonture coverage provides a lifetime individual maximum of \$2,500 calculated at 60% coverage of UCR claims related to the orthodonture procedures.

6. Spousal Coverage

- a. If an employee's spouse is eligible to participate, as a current employee or in their current enterprise or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer, enterprise or any public or private retirement plan, the spouse is not eligible to enroll for coverage under the Orange medical plan unless he or she enrolls in such other group insurance coverage.
- b. The requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in the employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.
- c. Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board will become the secondary payor of benefits. In other words, as secondary payor the Orange medical plan will cover eligible expenses not covered by the primary coverage of the spouse.
- d. Any spouse who fails to enroll in any group insurance coverage sponsored by the spouse's employer, or any public or private retirement plan, as required by this Section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board of Education. Note: If a spouse's only option is a "high deductible health care plan" ("HDHP") that qualified to be used in is used in conjunction with an HSA, then the spouse will be granted a waiver to stay on the Orange plan without taking the HDHP coverage. But the waiver is available only if the HDHP is the ONLY plan offered to the spouse.
- e. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed

immediately from all health and prescription drug insurance coverage sponsored by the Board. Additional documentation may be required.

- f. An employee who submits false information or fails to timely advise the Board of a change in the spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and prescription drug insurance and such false information, or such failure results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employees' spouse will be terminated immediately from group health insurance and/or prescription drug coverage under the plan. If the employee submits false information, the employee may be subject to disciplinary action by the Board, up to and including termination of employment.
- g. If the spouse of the Employee is required, under this program to obtain her/his own medical insurance, the Board shall make a monthly contribution to a Health Reimbursement Account ("HRA") on behalf of the Employee, in an amount equal to the lesser of (i) \$125 per month, or (ii) the actual monthly expense incurred by the spouse in obtaining single coverage under the other plan. The spouse shall provide appropriate evidence, through pay stubs or other documentation, of her/his payment of monies to secure single coverage from her/his employer, retirement provider, or another source.
- h. Under the HRA, the employee and his/her spouses and dependents may be reimbursed for any health care expenses that are permitted to be reimbursed under the applicable tax law pertaining to HRAs, such as unreimbursed medical expenses, vision expenses, and dental expenses, including deductibles and co-payments under an individual policy, the a state retirement system health care plan, or the plan of another employer.
- i. The amounts credited to an employee's account may be carried over to subsequent years, may be used after termination of employment, and shall not be subject to forfeiture, except upon the death of both the employee and his/her spouse. In the case of forfeiture, the money is retained in the Health Reimbursement Plan and credited to the HRAs of all of the remaining Health Reimbursement Plan participants in an equal amount.

- j. The Board shall establish a plan document for the Health Reimbursement Plan that will be designed to comply with the requirements of all applicable laws, including federal tax laws. In addition, the Board shall be permitted to contract for services related to the funding of the Plan and Plan administration, as the Board shall deem to be necessary or desirable. Participant accounts shall be charged for all administrative fees of the Plan.

7. Ohio State Workers' Compensation

Employees are protected under the State Workers' Compensation Acts of Ohio in cases of injury or death incurred in the course of, and arising out of, their employment. An employee's application for this compensation must be filed by the attending physician within thirty (30) days after the injury. Each employee must report in writing any accident on the day of the accident or as soon as possible thereafter. A regular form for this report may be obtained in the office of each building. This form must then be turned into the appropriate Central Administrator for Non-Academic Affairs. Any deviation from this procedure may result in loss of compensation.

8. Unemployment Compensation

Under normal circumstances, a Unit Member may be eligible for compensation due to involuntary, total or partial unemployment provided the employee files a claim for benefits, and meets the qualifications requirements.

9. Job Liability Insurance

The Board of Education will provide each member with Job Liability Insurance coverage of \$1,000,000.

10. Health Insurance Review Committee

A health insurance review committee, with members representing all Bargaining Units, shall be created. The Committee shall be charged with reviewing current coverages and costs and making recommendations to the Bargaining Units and the Board regarding possible changes.

11. 125 Flexible Benefits Plan (Flex Pro)

The employee has the option to participate in the 125 Flexible Benefits Plan. This program allows the employee to participate in:

- a. Premium Pass Through of Employee contributions for Insurances

- b. Medical Reimbursement up to \$2,000
- c. Dependent Care Reimbursement up to \$5,000

There is an open enrollment period and adjustment period on the calendar year. Information is available in the benefits office. Any money left in the reimbursement accounts not spent at the end of the calendar year will be lost.

In the future, should the Board enter into a flexible benefits plan with any other recognized Employee organization in the District, this plan will be offered to Members of OAPSE Local No. 561. If there is an administrative cost associated with the change in the flexible benefits plan, the Unit Member may elect to remain with the current plan or move to the changed flexible benefit plan and pay the total cost of any administrative charges for participation via payroll deduction.

12. Retirement/Severance Pay

Members of this Bargaining Unit who elect to retire and who meet the requirements under the State Employees Retirement System shall be eligible for Retirement Severance Pay. This payment shall be a sum equal to one-fourth of the value of their accrued sick leave credit. Such severance payment shall be computed based on the Unit Member's daily rate of pay at the time of retirement. Supplementary or overtime pay will not be applicable in figuring the daily rate. The severance payment on this basis shall be understood to eliminate all sick leave credit accrued by the employee. Severance payment for sick leave shall be made only once to any employee.

An employee retiring on or after January 1, 2006 will receive fifteen (15) days of severance at her/his per diem rate in effect as of the date of retirement. That number will be reduced by one (1) day of severance for each day of sick leave absence during the Member's final two years of service.

Should an employee pass away during employment, any earned but unpaid regular pay, compensatory time, vacation pay and, if the employee is eligible for receipt of SERS service retirement benefits, severance pay, shall be paid to her/his spouse or if no spouse exists, to her/his estate.

ARTICLE XIX - CONTRACT MAINTENANCE:

A. Waiver of Negotiations

This Contract constitutes the entire Contract between the parties and supersedes all prior and contemporaneous understandings (written or oral) not specifically

incorporated herein. No change in a specific term of this Contract shall be made during the life of this Contract except by mutual agreement, but otherwise neither party shall have a duty to negotiate with respect to any matter during this period.

B. No Strike Clause

The Association and any and all of its members shall not cause, engage in, or sanction any strike, slowdown, or any other such concerted action for the term of this Agreement.

C. Entire Agreement Clause

This Contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. Any amendments, clarifications, or modifications to this document will be agreed to in writing by both parties and submitted to their respective governing parties for approval.

D. Equal Opportunity Clause

The Board is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.

E. Conflict with Law

If any provision of this Contract, or any application of the provisions of the Contract, or any agreement reached under its terms, conflicts with any federal, or state law, regulations, ruling or order, now or hereafter enacted or issued, such provisions, applications, or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.

F. Savings Clause

Should any Article, Section or Paragraph of the Agreement be declared illegal by a court of competent jurisdiction, said provisions shall be declared invalid except to the extent permitted by law. The parties shall meet within fourteen (14) days to renegotiate or revise such provision or establish a lawful alternative provision.

G. Purpose

The purpose of this Statement of Policy is to provide a fair and responsible method of enabling employees covered by this statement 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 difference between the parties. The male pronoun when used herein refers to the female as well unless otherwise indicated.

H. Employee

The term "employees" where used herein refers to all employees in the bargaining unit and both the Board and the Union recognize the benefits and responsibilities of employment, including those provided in this Statement of Policy shall be shared and assumed equally and uniformly by all employees.

I. Sub-Contracting

The Board of Education will not use outside contractors (subcontractors) as a means of getting services if such use leads directly to layoffs, or abolishment of jobs without transfer of the holders of these jobs into equal paying jobs.

J. Health and Safety

The Board shall provide adequate tools and safety equipment to perform specific job functions. Safety issues shall be brought to the employer in labor management meetings.

1. The parties agree to establish a joint Health and Safety Committee. The Orange Board of Education and Association shall each have an equal number of representatives which shall not exceed three (3) from each party. The Committee will convene within ninety (90) days of ratification and will determine a schedule of meetings and methods of selecting a chair. The committee shall make recommendations to the Central Administrator or his/her designee, and shall be empowered to:
 - a. Review accident reports filed by Bargaining Unit employees;
 - b. Study reports filed by Bargaining Unit employees of possible safety deficiencies or problems;
 - c. Recommend policies, guidelines and training programs for all aspects of health and safety within the Orange Board of Education except with respect to matters pending before a Local, State, County, or Federal Government Agency or a Court of Competent Jurisdiction.
2. The Orange Board of Education will provide the Health and Safety Committee with information relating to its responsibilities provided no information shall be disclosed to the Committee which is confidential, proprietary and/or which relates to a matter pending before a Local, State,

County, or Federal Government Agency or Court of Competent Jurisdiction.

3. The Board shall provide adequate tools and safety equipment to perform specific job functions.
4. In the event the Local, Federal, State, County, or City Government conduct an inspection or test on one of the Orange Board of Education properties at the request of the Union or the Orange Board of Education, or makes a routine test for inspection, the final report on the results of such an inspection or tests that relate to the health or safety of the employees which are provided to the Orange Board of Education shall also be provided to the Union.

K. Duration of Contract

This Contract shall become effective January 1, 2016 and shall continue in full force and be effective until midnight December 31, 2018.

L. Chain of Command

The Administration shall publish a chain of command chart, relating to position and responsibilities within the support staff classifications and the responsibilities of those positions to the Administration.

M. Training

1. The Board will pay the employee's regular rate, and other costs associated with employee training required by the Board.
2. The Board will pay the cost of all local training required by the State of Ohio for driver re-certification or training at a location approved by the Central Office Administrator.
3. Any current employee who, with the approval of the Central Office Administrator, obtains a commercial driver's license shall be reimbursed for the cost of obtaining the CDL.
4. Any Unit Member who is asked by the Central Office Administrator to perform duties requiring special skills (after the Central Office Administrator consults with the Local President) will be paid for such special work at a rate agreed to by the Central Office Administrator and the Local President.

N. Waiver Day

On waiver days/in-service days where employee attendance is required, if an employee regularly works two classifications, the 2 appropriate supervisors shall meet with the affected employee and decide where and what training location the employee shall attend. No employee shall earn less than her/his regular daily wage for their regular scheduled hours and will attend training for such hours or perform work or a combination of both as determined by the supervisors in consultation with the employee. For example an employee who holds both part day driving and food service jobs totaling 7 hours shall be paid for all 7 hours and shall participate in training for the entire 7 hours or participate in training for 4 hours and complete work for 3 hours as determined by the supervisor(s). It shall be the responsibility of the affected employee and the two supervisors to determine the schedule for the employee on such waiver day.

O. Labor Management Committee

The Board and the Union hereby agree to establish a labor-management committee (LMC) to confer on issues of mutual concern. The purpose of the LMC shall be to aid in communications between the Board and the Union through informal discussions aimed at clarifying issues and answering questions. Discussions held by the LMC shall not be construed as negotiations and shall not result in modifications to this Master Agreement.

The LMC shall consist of up to four (4) representatives of the administrations and four (4) representatives of the Union, as designated by the Superintendent and the local Union President, respectively.

The LMC shall meet quarterly; additionally either the Board or the Union can request a meeting of the LMC. Upon such a request, a meeting of the LMC shall be scheduled at a mutually agreed-upon time and place within seven (7) calendar days of the request, unless the parties agree to a later date.

A joint statement prepared and agreed to by the Board's representatives and the Union's representatives will be made in writing at the conclusion of each LMC meeting. Each member of the LMC shall receive a copy of this statement.

Topic(s)/agenda shall be submitted at the time of the request.

Custodial Appendix

A. Definitions

Custodian Floater: The custodian floater is a custodial assignment that shall be chosen in accordance with Section #2 Cleaning Assignments. Each building shall have one (1) custodial floater assignment available for selection. The custodian floater will be utilized first to replace any absent custodian in their assigned building.

B. Replacements for Custodial Absences

Supervisors/coordinators are considered working supervisors. They may perform bargaining unit work during their routine workday or during their non-routine workday when it is incidental to their supervisory related duties. Supervisors will not be used to perform bargaining unit work in a manner which would result in the layoff or reduction in regularly scheduled hours bargaining unit members.

When school is not in session for students, example: during the summer, winter and spring vacation for students, absentee hours will not be filled via overtime. All vacation time must be approved by the Central Office Administrator or his or her designee. When vacation time is approved by the Director of Operations/Business Services or his or her designee, and this time is taken by a Unit Member, this time may be replaced at the discretion of the Director of Operations/Business Services or his or her designee if he/she deems the additional work necessary.

Food Service Appendix

A. Work Days

All Food Service Unit members will be scheduled to work Convocation Day on their normal workday at the start of every school year as established by the Orange School Calendar.

B. Base Hours

When the Food Service Director determines the need for temporary additional hours to be added, these temporary hours will become permanent once forty five (45) work days have passed from the day this time was established and remain in effect for a school year or when necessary the remainder of a school year. If these additional hours are to be canceled the unit member will receive in writing, a forty eight (48) hour notice of reduction in the temporary additional time.

Except in the case of a vacancy of a position when there is a need to establish new or different hours.

C. Break Time

Employees who are scheduled to work over four (4) or more consecutive hours, will be given one (1) paid fifteen (15) minute break period scheduled during their workday with such time being determined by the Immediate Supervisor according to the needs of the particular building or particular department. Clean-up time shall be incorporated into the unit member workday.

D. Additional Time and Overtime

Additional time can only be scheduled or taken with prior approval from the Food Service Supervisor or designee. Individuals may not determine on their own that they need to stay to complete assigned work. The Cafeteria Manager's must first request approval from the Food Service Supervisor or designee before requesting a Unit Member to work additional time. If for unforeseen reasons (i.e.: training, employee illness, injury or being short on staff as determined by the Food Service Supervisor) the Cafeteria Manager at each work site has the authority to approve additional time up to two (2) fifteen (15) minute occasions per month.

Additional time needed to complete job specific work will be offered to the employee responsible for the work, as per the job duties and responsibilities.

E. Temporary Staff Assignments

The Food Service Supervisor has the ability to move food service staff members to other assignments and buildings, at no loss of time or monies to the Unit Member moved, to cover the staffing needs when substitutes are not available.

F. Special Events

When the food service department prepares food for special events held on school grounds and outside the regular work day, such events shall be paid at the event rate of a minimum of \$14.18 per hour or a unit members regular pay rate, whichever is higher. All special events shall be offered to food service personnel on seniority rotation basis. The Food Service Supervisor shall meet with each staff member accepting special events assignments prior to the event to outline and explain the performance expectations for the special events assignment.

G. Additional Assignments/Wages

Annually the Director of Food Services will create a list of outside substitutes for replacement in the Cafeteria. When a Food Service Unit Member is absent during a regular work day, and if the Director of Food Service or her/his designee determines that this time is to be replaced, the work shall be assigned according to the following priority: first to food service members whose work schedule and duties allows for them to be utilized in other buildings as needed. Second to Food Service outside substitutes; and third, to qualified Employees on the additional time list provided that the assignment of the additional work will not result in overtime eligibility for that Employee. Permanent Unit Members selected from the additional list will be paid at Step 1 of the Cafeteria Helper classification of the then current Salary Schedule plus one dollar per hour.

H. Substitute/Absence Replacement Training

The Food Service Supervisor will provide opportunities for eligible Unit Members and others to be trained in various food service department jobs so they can be qualified to properly function in the food service department. The training pay rate for any trainees from outside the food service department will be at step one of the cafeteria pay scale.

If calling in sick, a Unit Member must call the Food Service Supervisor two (2) hours prior to the scheduled start time. If the Food Service Supervisor is not available, the Unit Member shall leave a voice message for the Supervisor and then call the Cafeteria Manager for the Unit Member's work site.

I. Uniforms

Cafeteria personnel will be issued five (5) aprons and five (5) shirts annually. All cafeteria personnel must adhere to the dress code while on duty and at their assignment. Cafeteria personnel are responsible for maintaining their own school

issued aprons and shirts. Employees whose aprons or shirts are damaged may submit the damaged items to their supervisor for replacement.

Upon request, all uniforms and aprons will be returned to the Food Service Supervisor upon dismissal or resignation from the Food Service Department.

J. Staff Meals

Cafeteria Staff unit members may purchase meals at one half (1/2) price for their own consumption. All meals purchased should be consumed while on school premises unless approved by the Food Service Supervisor or Cafeteria Manager at the unit member's work site.

K. Staff Development Days

Unit members will be required to attend all scheduled Waiver Days for the purpose of food department specific staff development and training as required by Ohio State requirements and Orange School Board Policy. All hours worked on Waiver Days shall be paid at the unit member's regular rate of pay. Employees who are assigned to multiple departments shall work with both supervisors regarding the conflict and the supervisors shall make the final decision as to which training activity the unit member will attend.

L. Collaboration Time

The Food Service Supervisor will establish collaboration time or times to equal 1-hour per month to discuss food service, quality in workmanship, and business affairs.

M. Training Opportunities

The Food Service Supervisor shall develop annual training opportunities for the food service personnel department responsibilities and proper equipment use. Training opportunities shall be shared in advance with all food service personnel and the Director of Business Services, as differentiated for the job assignments.

N. Additional Help

Bargaining unit Food Service members (whether in preparation of serving) must be in full uniform and must adhere to the dress code and State Safety Regulations i.e., hair restraint, visor, washing of hands and wearing gloves.

O. Equipment Replenishment/Repair

When the need for additional, replacement, or repair of equipment is required, the Cafeteria Staffs Member is to put in writing and submit a replenish/repair request form to the Food Service Supervisor or designee.

Maintenance Appendix

A. Make-up Time

Make-up time shall be defined as time when an employee shall request, because of need, time off the job without using other contractual leave time. Requests for the use of make-up time shall be made by the unit member to the Campus Supervisor in advance of the requested time off. The Campus Supervisor has authority for final approval of the requested time off and scheduling of the make-up time. The making-up of these hours, when approved, must be completed within the same pay period as the hours of the leave.

B. Maintenance Overtime

Overtime for fulltime personnel assigned to the Maintenance Department shall be offered in the following manner. The supervisor will make every attempt to equalize overtime within the area. Overtime or additional time will be offered on a seniority rotation basis as a general rule. However, when special skills are needed to complete the task, the supervisor may divert from the seniority list and assign a maintenance employee(s) already assigned to that specific task.

Employees assigned to the Maintenance Department as seasonal general laborers may be offered overtime only after all full time personnel assigned to Maintenance have been given the opportunity to work overtime hours on a seniority rotation basis. However, when the supervisor or his/her designee believes the task requires less than 1 hour to accomplish, the supervisor may assign the unit member(s) already assigned to that specific task.

C. Compensatory Time

Any fulltime Maintenance employee may request Compensatory Time in lieu of Overtime pay. Compensatory Time will be calculated at the rate of 1.5 hours Compensatory Time for every Overtime hour worked (2 hours Compensatory Time for every Double Time hour worked when applicable). Compensatory Time may be granted or denied at the discretion of the Campus Supervisor and is not guaranteed.

Compensatory Time may be allowed to accumulate throughout the fiscal year and must be used or paid out at 100% by the end of each three (3) month period (July-September; October-December; January-March; April-June) during the fiscal year in which it was earned.

D. Professional Development/Tuition Reimbursement

An employee may request to take professional development or training which may lead to acquiring licensing or certification or improving skills applicable to the maintenance classification. The District shall reimburse the cost of the training upon successful completion of the training program. The request for professional development or training

reimbursement must be requested and approved in advance of the beginning of the activity.

E. Certification and Licensing

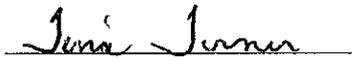
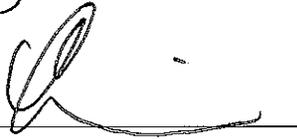
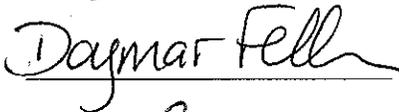
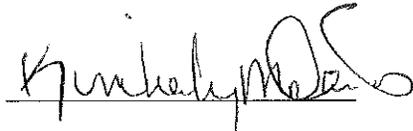
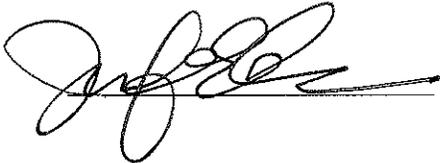
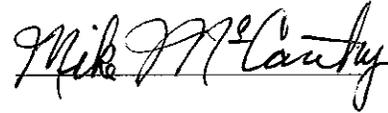
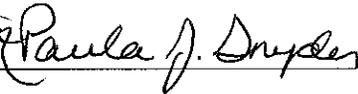
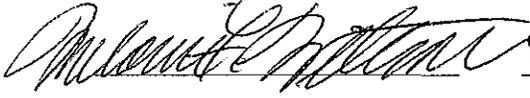
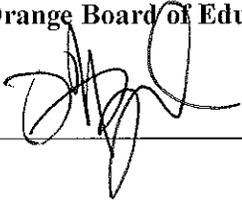
The Campus Supervisor working with members of the Maintenance Department and working through the Business Office shall develop a list of licensing and certification that is applicable to the maintenance classification and will be beneficial to the district. Such licensing and certification will be offered to maintenance employees in such a manner as to provide equal opportunity for all (plumbing, electrical, HVAC, landscaping, building inspection, pesticide applicator, bleacher inspector etc.). All associated training costs, as pre-approved, to acquire any these licenses and certifications shall be paid by the Board.

The following hereby attest that this Agreement constitutes a legally binding contract for period January 1, 2016 – December 31, 2018.

Orange Board of Education

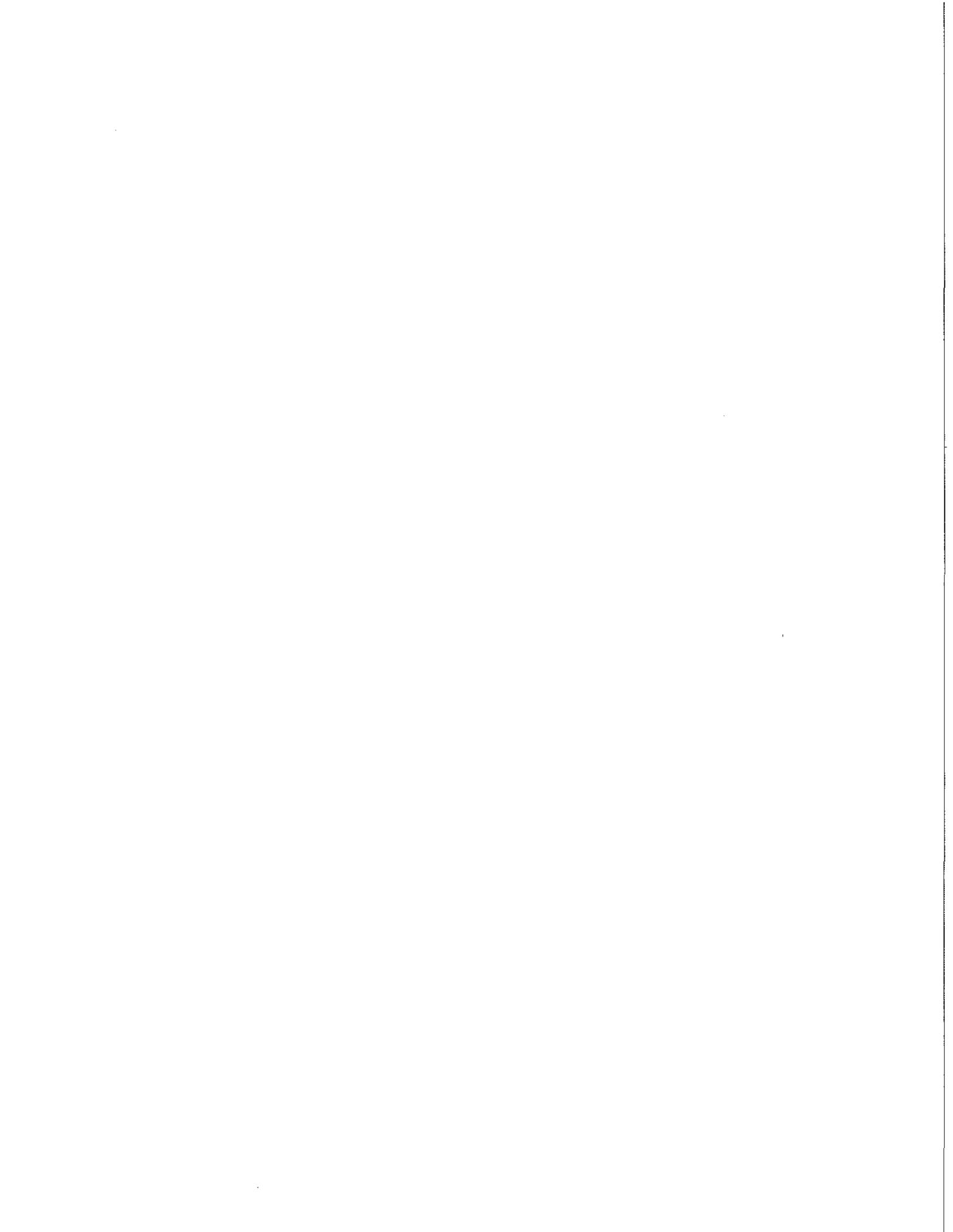
Orange Administrative Team

OAPSE Local 561 Negotiating Team



Salary Schedules





Schedule of Benefits

SHC – Orange City Schools

SuperMed Plus

12/01/2012

(Non - Grandfathered)



Benefits	Authorized	Non-Authorized
Benefit Period	January 1 st through December 31 st	
Dependent Age	26; Removal upon End of Month	
Pre-Existing Condition Waiting Period	Does Not Apply	
Blood Pint Deductible	0 Pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Not Apply	
Inpatient Deductible per admission	None	\$100 per admission, up to a maximum of \$300 per family per benefit period
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	\$2,400 / \$4,800
Physician/Office Services		
Office Visit (Illness/Injury)	\$20 copay, then 100%	70%
Urgent Care Facility Services	\$20 copay, then 100%	70%
All Immunizations	100%	50% ¹
Preventative Services		
Routine Physical Exam (Ages 21 and over)	100%	50% ¹
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care and Immunizations (Birth to age 21)	100%	50% ¹
Well Child Care Laboratory (To age 21)	100%	100%
Routine Mammogram (One per benefit period)	100%	100%
Routine Pap Test	100%	100%
Routine Laboratory, X-ray, and Medical Testing	100%	100%
Routine Colonoscopy / Sigmoidoscopy	100%	100%
Outpatient Services		
Surgical Services	100%	70%
Diagnostic Services	100%	100%
Physical /Occupational/Chiropractic Therapies -- Facility and Professional (20 visits combined per benefit period)	\$20 copay, then 100%	70%
Speech Therapy -- Facility and Professional (10 visits per benefit period)	\$20 copay, then 100%	70%
Cardiac Rehabilitation	100%	70%
Emergency use of an Emergency Room	\$50 copay (Waived if admitted to hospital)	
Non-Emergency use of an Emergency Room	\$50 copay (Waived if admitted to hospital)	
Inpatient Facility		
Semi-Private Room and Board	100%	70% after Inpatient Deductible
Maternity	100%	70% after Inpatient Deductible
Skilled Nursing Facility (100 days per benefit period)	100%	70% after Inpatient Deductible

Benefits	Authorized	Non-Authorized
Additional Services		
Allergy Testing and Treatments	100%	70% - Inpatient 50% ¹ - Outpatient
Ambulance	100%	70%
Durable Medical Equipment	100%	70%
Education and Training Services	100%	50% ¹
Home Healthcare	100%	50% ¹
Hospice	100%	50% ¹
Organ Transplants (Limited to one transplant per organ per lifetime)	100%	50% ¹
Private Duty Nursing	100%	50% ¹
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Not applied to Coinsurance Out-of-Pocket Maximum.

**SHC – Minimum Value Plan
SuperMed Plus
(Non-Grandfathered)
Effective 10/1/2014**

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26; Removal End of the Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	2 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family ¹	\$6,350 / \$12,700	\$12,700 / \$25,400
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$0	\$1,000 / \$2,000
Physician/Office Services		
Office Visit (Illness/Injury) PCP or Specialist	100% after deductible	70% after deductible
Urgent Care Office Visit ²	100% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	100%	70% after deductible
Preventive Services		
Preventive Services, in accordance with state and federal law³	100%	70% after deductible
Routine Physical Exam (Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21; 31 visits per lifetime)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Labs & X-Rays	100%	70% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age 9 and over, one each per benefit period)	100%	70% after deductible
Outpatient Services		
Surgical Services	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
Physical, Occupational and Chiropractic Therapy – Facility and Professional (Professional: 10 visits per benefit period, then Medical Review)	100% after deductible	70% after deductible
Speech Therapy – Facility and Professional (Professional: 10 visits per benefit period, then Medical Review)	100% after deductible	70% after deductible
Cardiac Rehabilitation	100% after deductible	70% after deductible
Emergency use of an Emergency Room	100% after deductible	
Non-Emergency use of an Emergency Room	100% after deductible	70% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	70% after deductible
Maternity	100% after deductible	70% after deductible
Skilled Nursing Facility	100% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	100% after deductible	70% after deductible
Ambulance	100% after deductible	70% after deductible
Durable Medical Equipment	100% after deductible	70% after deductible
Home Healthcare	100% after deductible	70% after deductible
Hospice	100% after deductible	70% after deductible
Organ Transplants	100% after deductible	70% after deductible
Private Duty Nursing	100% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a network provider will also apply to the non-network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

PRESCRIPTION DRUG	RETAIL – Up to 30 day	Mail Order-Up to 90 days
Generic Copay	\$20.00	\$40.00
Brand Formulary Copay	\$45.00	\$90.00
Brand Non-Formulary Copay	\$75.00	\$150.00

Includes Coverage Management: which is Prior Approval, Step Therapy and Quantity Duration.

Generic Incentive: with is If the physician requests a brand name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand name drug.

Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

**SHC – Orange City Schools
 Prescription Drug Program
 Effective 12/01/2012
 (Non - Grandfathered)**

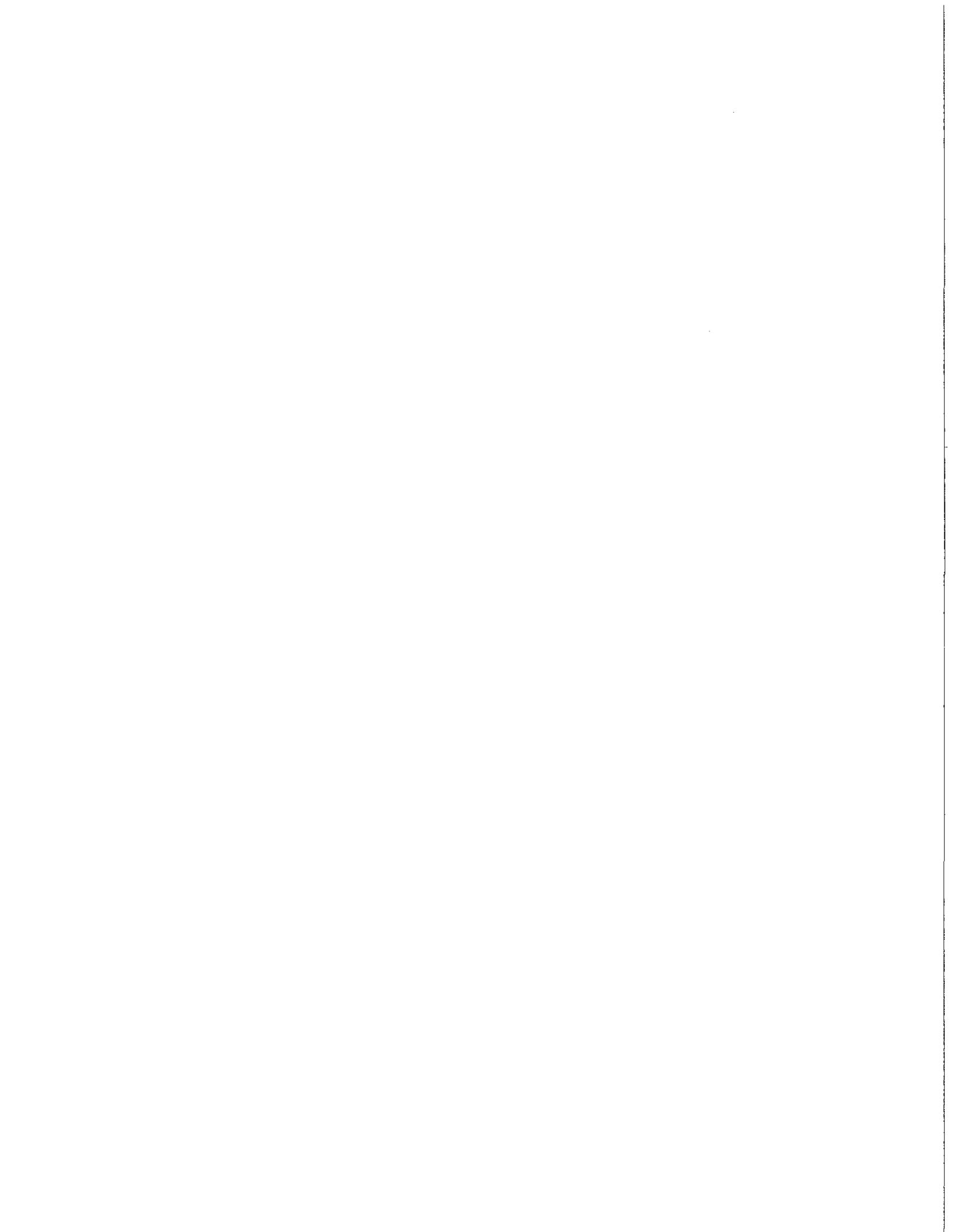
Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
Retail Program without Oral Contraceptive Coverage¹		
Generic Copayment	\$10	34
Brand Name Copayment	\$30 \$35	34
Home Delivery Program without Oral Contraceptive Coverage¹		
Generic Copayment	\$10	90
Brand Name Copayment	\$30 \$35	90

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

¹Coverage includes Diabetic Supplies, including over-the-counter items, as well as insulin, syringes and needles, glucose monitors, meters or glucoWatch.

Coverage Management continues which includes Prior Approval, Step Therapy and Quantity Duration.



DENTAL SCHEDULE OF BENEFITS

Benefit Period	Calendar year
Benefit Period Deductible	\$25 single / \$50 family
Maximum benefit payable per Covered Person per Benefit Period	\$2,500
Dependent Age Limit	The end of the month of the 26th birthday if he or she meets the requirements of an Eligible Dependent

It is important that you understand how the Claims Administrator, Medical Mutual, calculates your responsibilities under this coverage. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

Type of Service	Maximums and Limitations
Initial and Periodic Oral Evaluations	Two examinations per benefit period
Prophylaxis	Two per benefit period
Topical Fluoride Applications	One every 12 months
Dental Sealants ¹	One within a 36 month period for Eligible Dependent children under age 14
Crowns	Once every five years per tooth
Inlays	Once every five years per tooth
Onlays	Once every five years per tooth
Fixed Partial Dentures (Bridges)	Once every five years per unit
Dentures (Complete and Partial)	Once every five years Relining and rebasing is covered if done no less than six months after initial placement but not more than once in any 36 month period. One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture.

¹ Dental sealants are limited to eligible teeth free from decay or restorations on the occlusal surface.

DENTAL PAYMENT SCHEDULE	
Type of Service	You Pay the Following
Routine Preventive Services <ul style="list-style-type: none"> • initial and periodic oral evaluations • bitewing x-rays • diagnostic casts • prophylaxis • periodontal prophylaxis • space maintainers • topical fluoride applications • emergency palliative treatments • dental sealants¹ • panoramic and full-mouth x-rays • posterior-anterior lateral skull and facial bone x-rays • general diagnostic x-rays • tests and lab exams • caries susceptibility tests • temporomandibular joint (TMJ) procedures 	0% of the Traditional Amount No Deductible is required for these services.
Essential Services <ul style="list-style-type: none"> • amalgam or resin based composite fillings • biopsy • endodontic services • Impactions • extractions • repairs, relines & adjustments of prosthetics • general anesthesia • IV sedation • drug injections • minor oral surgery 	20% of the Traditional Amount
Complex Services <ul style="list-style-type: none"> • inlays • onlays • crowns • dentures (complete & partial) • fixed partial dentures (bridges) 	40% of the Traditional Amount
Orthodontic Services including cephalometric x-ray	40% of the Traditional Amount

ORTHODONTIC SERVICES	
Maximum benefit payable per Covered Person	\$2,500 per lifetime
Eligibility	Available for all Covered Persons, regardless of age.
Deductible	No Deductible is required for Orthodontic services.

BENEFIT VERIFICATION

Required for any Course of Treatment exceeding \$200 or involving major restorations.

It's easy to register for an account on vsp.com.

Just follow these steps:

1. Visit vsp.com
2. Click on REGISTER at the top of the page
3. Enter the member's SSN or Member ID Number
4. Enter the member's first and last name
5. Enter the member's date of birth
6. Click CONTINUE
7. Follow the steps to create a user name and password

Once you register, you can review your benefit information, access personalized eligibility and plan coverage details, and print a Member Vision Card.

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Register Today!

JOB#19951CM 2/15

Vision

2-Rate Basis

PLAN C Copay: \$20/20

Anti-Reflective Coating
Progressive Lenses
Scratch Resistant Coating
Tints/Photochromic Lenses
\$180.00 Elective Contact Lens Allowance
\$180.00 Retail Frame Allowance

Benefits subject to applicable copays²

Exam Services	<p>Comprehensive WellVision Exam[®] covered-in-full after copay</p> <p>Contact lens exam - fitting and evaluation (when choosing contacts): Standard and Premium fit: Covered in full with a copay. Member receives 15% off³ of contact lens exam services;⁴ member's copay will never exceed \$60</p> <p>Routine retinal screening covered after an up to \$39 copay³</p>																																									
Lenses	Glass or plastic:	Single vision Lined bifocal Lined trifocal Lenticular	Covered-in-full after copay Covered-in-full after copay Covered-in-full after copay Covered-in-full after copay																																							
Lens Enhancements	<p>The most popular lens enhancements are covered after a copay, saving members an average of 20-25%⁴; members should see their VSP network provider for special pricing on additional lens enhancements. Maximum copay on standard lens enhancements:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Lens Enhancement</i></th> <th style="text-align: left;"><i>Single Vision</i></th> <th style="text-align: left;"><i>Multifocal</i></th> </tr> </thead> <tbody> <tr> <td>Standard progressives plastic</td> <td>N/A</td> <td>\$55</td> </tr> <tr> <td>Premium progressives plastic</td> <td>N/A</td> <td>\$95-105</td> </tr> <tr> <td>Custom progressives plastic</td> <td>N/A</td> <td>\$150-175</td> </tr> <tr> <td>Standard anti-reflective coating</td> <td>\$41</td> <td>\$41</td> </tr> <tr> <td>Solid tints & dyes (pink I&II)</td> <td>No copay</td> <td>No copay</td> </tr> <tr> <td>Solid plastic dye (except pink I&II)</td> <td>\$15</td> <td>\$15</td> </tr> <tr> <td>Plastic gradient dye</td> <td>\$17</td> <td>\$17</td> </tr> <tr> <td>UV protection</td> <td>\$16</td> <td>\$16</td> </tr> <tr> <td>Factory applied scratch-resistant coating</td> <td>\$17</td> <td>\$17</td> </tr> <tr> <td>Polycarbonate for children</td> <td>No copay</td> <td>No copay</td> </tr> <tr> <td>Polycarbonate</td> <td>\$31</td> <td>\$35</td> </tr> <tr> <td>Photochromic plastic</td> <td>\$70</td> <td>\$82</td> </tr> </tbody> </table>			<i>Lens Enhancement</i>	<i>Single Vision</i>	<i>Multifocal</i>	Standard progressives plastic	N/A	\$55	Premium progressives plastic	N/A	\$95-105	Custom progressives plastic	N/A	\$150-175	Standard anti-reflective coating	\$41	\$41	Solid tints & dyes (pink I&II)	No copay	No copay	Solid plastic dye (except pink I&II)	\$15	\$15	Plastic gradient dye	\$17	\$17	UV protection	\$16	\$16	Factory applied scratch-resistant coating	\$17	\$17	Polycarbonate for children	No copay	No copay	Polycarbonate	\$31	\$35	Photochromic plastic	\$70	\$82
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Frame	<ul style="list-style-type: none"> * Frames covered-in-full after copay up to the retail allowance of \$130⁵ * Frame allowance is guaranteed by a \$50 wholesale allowance at VSP doctors, ensuring more than 13,000 frames are covered-in-full * Members who select a featured frame brand including Ann Klein, bebe®, Calvin Klein, Flexon, Lacoste, Nike, Nine West, and more will receive an extra \$20 toward their frame allowance.⁶ * 20% off³ any amount above the retail frame allowance⁴ * Members can choose from virtually any frame on the market
Elective Contact Lenses (Instead of lenses & frame)	<ul style="list-style-type: none"> * Prescription contact lens materials covered-in-full up to \$130 retail allowance * VSP members get exclusive mail-in rebate savings⁷ on eligible Bausch + Lomb contacts at VSP doctors * Members can choose from any available prescription contact lens materials
Necessary Contact Lenses (instead of lenses & frame)	<ul style="list-style-type: none"> * Covered-in-full after copay for members who have specific conditions at VSP doctors * Covered up to \$210 after copay for members who have specific conditions at participating retail chains
Additional Pairs of Glasses ⁸	20% off ³ unlimited additional pairs of prescription glasses and/or non-prescription sunglasses ⁴
Primary EyeCare Program SM	Supplemental coverage for non-surgical medical eye conditions, such as pink eye and other urgent eyecare - \$20 copay per visit at VSP doctors
Laser VisionCare Program SM	Discounts average 15-20% off or 5% off a promotional offer for laser surgery, including PRK, LASIK, and Custom LASIK ⁹ through VSP doctors
Low Vision	Supplemental testing covered every two years. 75% coverage for approved low vision aids, up to \$1,000 (less any amount paid for supplemental testing) every two years at VSP doctors
Eye Health Management Program [®]	Exam reminder letters sent to VSP members with diabetes who have not had an eye exam in 14 months

Out-of-Network Benefits subject to applicable copays²

Exam Lenses:	Reimbursed up to \$45	Frame	Reimbursed up to \$70
Single vision	Reimbursed up to \$30	Contact lens exam & materials (in lieu of lenses & frame):	
Lined bifocal	Reimbursed up to \$50	Elective	Reimbursed up to \$105 ¹⁰
Lined trifocal	Reimbursed up to \$65	Necessary	Reimbursed up to \$210
Lenticular	Reimbursed up to \$100		

Exclusions¹¹

There may be some materials and services with either limited or no coverage under this plan. Please contact your VSP representative for more information.

¹ Participating retail chains upon request. Benefits may vary at participating retail chain locations.

² When covered-in-full services are obtained from a VSP network provider, the patient will have no out-of-pocket expense other than any applicable copays. Services and eyewear obtained through out-of-network providers are subject to product availability and the same copays and limitations. Please refer to rate page.

³ Based on applicable laws, benefits may vary by location.

⁴ Costco published prices already include discounts instead of those noted.

⁵ Costco allowance of \$70 is equivalent to the frame allowance at other VSP network providers (average frame at Costco is \$68).

⁶ Reflects current promotion, evaluated annually. Promotion/featured frame brands are subject to change and the promotional allowance does not apply at Costco Optical. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

⁷ Rebates subject to change.

⁸ 20% off applies to unlimited additional pairs of glasses valid through any VSP network provider within 12 months of the last covered eye exam.

⁹ Custom LASIK coverage only available using wavefront technology with the microkeratome surgical device. Other LASIK procedures may be performed at an additional cost to the member. Laser VisionCare discounts are only available from VSP-contracted facilities.

¹⁰ If \$100 allowance is purchased, out-of-network providers will reimburse up to \$85.

¹¹ Coverage shall be governed solely by the terms of your VSP contract.

Hearing

Vision Care members can save up to \$2,400 on a pair of digital hearing aids. Dependents and even extended family members are eligible for exclusive savings, too.

Hearing loss is growing in the workplace.

Like vision loss, hearing loss can have a huge impact on productivity and overall quality of life. Unfortunately, of the 30 million people who need hearing aids, only one in five has them. Cost is often a major factor.

*96% of customers surveyed would recommend TruHearing to their friends and family.**

More Than Just Great Pricing

TruHearing also provides members with:

- 3 provider visits for fitting, adjustments, and cleanings
- A 45-day money back guarantee
- 3-year manufacturer's warranty for repairs and one-time loss and damage
- 48 free batteries per hearing aid

Plus, members get:

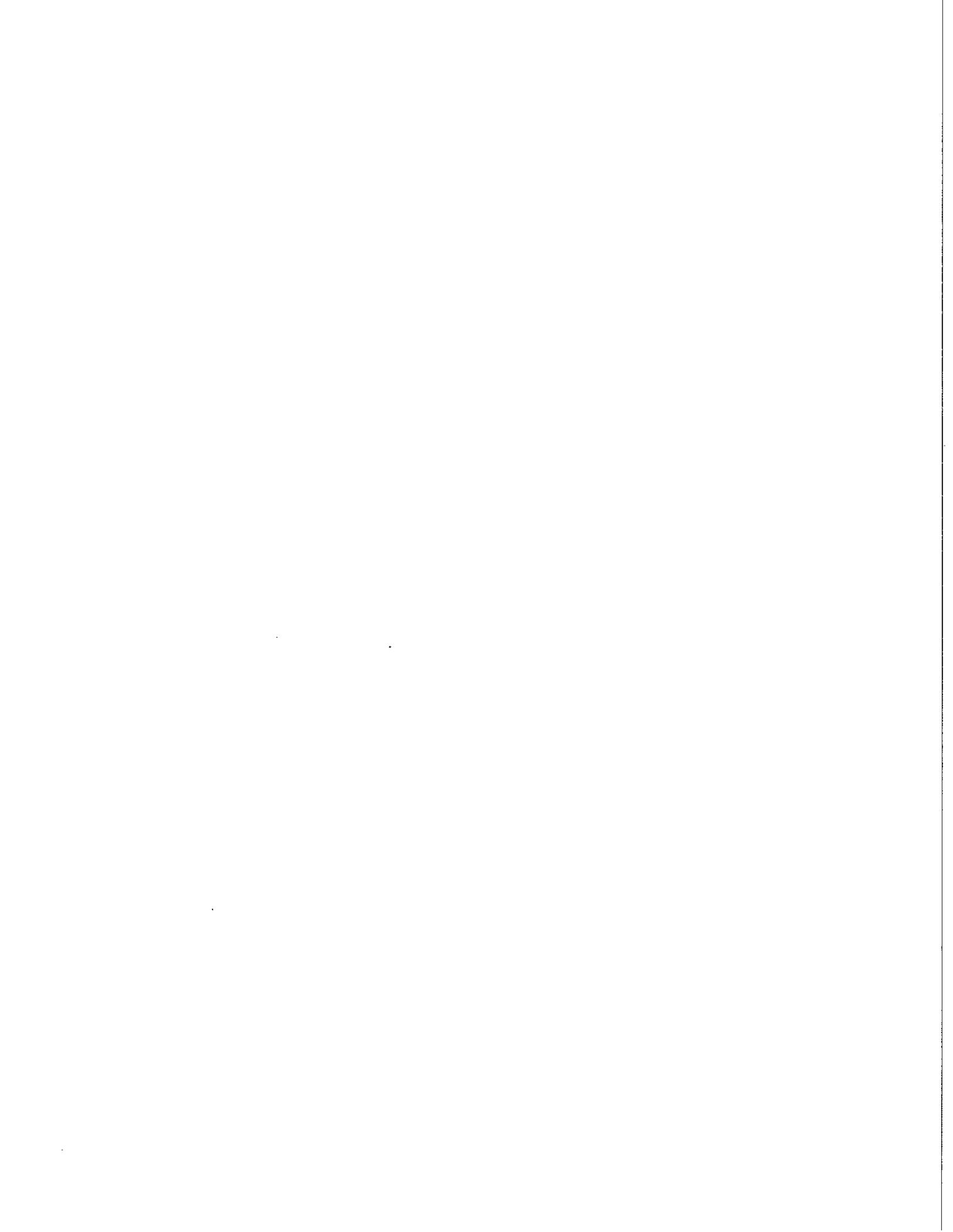
- Access to a national network of more than 4,500 licensed hearing aid professionals
- Straight-forward, nationally fixed pricing on more than 90 digital hearing aids in 400 styles from five of the seven industry-leading brands
- Deep discounts on replacement batteries shipped directly to their door

Best of all, if your organization already offers a hearing aid benefit, members can combine it with this program to maximize the benefit and reduce their out-of-pocket expense.

Here's how it works:

- 1. Members call TruHearing.**
Members and their family call 877.396.7194 and mention VSP.
- 2. Schedule exam.**
TruHearing will answer questions and schedule a hearing exam with a local provider.
- 3. Attend appointment.**
The provider will make a recommendation, order the hearing aids through TruHearing and fit them for the member.

Forms



ORANGE SCHOOL DISTRICT

NONINSTRUCTIONAL EVALUATION FORM

EMPLOYEE _____
POSITION _____
DATE OF EVALUATION _____
JOB SITE _____

EVALUATION MUST BE PERFORMED AND COMPLETED IN THE PRESENCE OF THE EMPLOYEE.
(EMPLOYEE MAY REQUEST UNION REPRESENTATIVE TO BE PRESENT).

SPECIFIC COMMENTS/RECOMMENDATIONS FOR IMPROVEMENT WILL BE WRITTEN/EXPLAINED
FOR EACH ITEM THAT DOES NOT MEET CRITERIA.

1. QUANTITY OF WORK:

- Exceeds Criteria
- Meets Criteria
- Does not meet criteria

MAJOR STRONG/WEAK POINTS: _____

2. KNOWLEDGE OF JOB ASSIGNMENT:

- Exceeds Criteria
- Meets Criteria
- Does not meet criteria

MAJOR STRONG/WEAK POINTS: _____

3. ORGANIZATION OF WORK:

- Exceeds Criteria
- Meets Criteria
- Does not meet criteria

MAJOR STRONG/WEAK POINTS: _____

4. ATTENDANCE:

- Exceeds Criteria
- Meets Criteria
- Does not meet criteria

MAJOR STRONG/WEAK POINTS: _____

5. DEPENDABILITY:

- Exceeds Criteria
- Meets Criteria
- Does not meet criteria

MAJOR STRONG/WEAK POINTS: _____

6. ADAPTABILITY:

- Exceeds Criteria
- Meets Criteria
- Does not meet criteria

MAJOR STRONG/WEAK POINTS: _____

7. COMMUNICATION SKILLS:

- Exceeds Criteria
- Meets Criteria
- Does not meet criteria

MAJOR STRONG/WEAK POINTS: _____

8. **ATTITUDE:**

- Exceeds Criteria
- Meets Criteria
- Does not meet criteria

MAJOR STRONG/WEAK POINTS: _____

9. **STABILITY AND MATURITY:**

- Exceeds Criteria
- Meets Criteria
- Does not meet criteria

MAJOR STRONG/WEAK POINTS: _____

10. **INTERPERSONAL RELATIONSHIPS (with peers, students & staff, public):**

- Exceeds Criteria
- Meets Criteria
- Does not meet criteria

MAJOR STRONG/WEAK POINTS: _____

11. **COMMON SENSE and JUDGMENT:**

- Exceeds Criteria
- Meets Criteria
- Does not meet criteria

MAJOR STRONG/WEAK POINTS: _____

BUS DRIVERS:

- 12. _____ Makes daily pre-trip inspection of bus before leaving bus storage area.
- 13. _____ Keeps the school bus clean and reports all mechanical defects.
- 14. _____ Demonstrates appropriate skills when driving the bus, keeps to time schedule, and routes pick-up points.
- 15. _____ Promotes constructive behavior on the part of student riders, encourages students to exercise self-discipline.

FOOD SERVICE WORKERS:

- 16. _____ Prepares/handles food in a sanitary and nutritious manner.
- 17. _____ Serves food attractively and courteously.
- 18. _____ Operates all necessary equipment safely and efficiently.
- 19. _____ Maintains a neat work area, assists in cleanup and storing of supplies.

CUSTODIAL AND MAINTENANCE WORKERS:

- 20. _____ Operates necessary equipment safely.
- 21. _____ Understands the basic of operation of utilities at job site.
- 22. _____ Cooperates and is flexible in meeting custodial needs in building.
- 23. _____ Maintains the security of the building in a dependable manner.

SUMMARY OF OVERALL EVALUATION/RECOMMENDATION FOR IMPROVEMENT:

The signature of the employee indicates he/she has read and received this evaluation. It does not mean he/she agrees with the evaluation.

EMPLOYEE SIGNATURE: _____ DATE _____

EVALUATOR/S SIGNATURE: _____

EVALUATOR/S SIGNATURE: _____

Orange City School District Grievance Report Form OAPSE Local 561

Aggrieved Party

Job Assignment

Building/Work Area

_____ Date	<input type="checkbox"/>	Step 1 (within 15 days of occurrence with Immediate Supervisor and Union Representative).
_____ Date	<input type="checkbox"/>	Step 2 (to Superintendent or designee within 5 days of receipt of Step 1 deposition).
_____ Date	<input type="checkbox"/>	Step 3 (request for arbitration to Superintendent within 45 days of Step 2 deposition).
_____ Superintendent or Designee		_____ Arbitrator

Please list the specific Agreement item alleged to have been violated, misapplied or misinterpreted:

Please list the time, place and date of the alleged violation, misapplication, or misinterpretation of the Agreement item.

Statement of Grievance: (use reverse side of form if necessary).

Redress sought by the Grievant: (use reverse side of form if necessary).

Signature of Grievant

Date of Submission

<input type="checkbox"/>	Step 1	_____ Signature of Receiving Supervisor
<input type="checkbox"/>	Step 2	_____ Signature of Superintendent or Designee
<input type="checkbox"/>	Step 3	_____ Signature of Superintendent

ORANGE SCHOOL DISTRICT

LEAVE FORM: for all Professional Staff

EMPLOYEE'S NAME

DATE

BUILDING ASSIGNMENT: BMS CO MAINT MHS OHS PLC TRANS GUND

Substitute Needed? Yes No

DATE(S) OF LEAVE

TOTAL # OF DAYS

TYPE OF LEAVE REQUESTED:

Sick Personal Association Professional Jury Duty Vacation Funeral

SICK LEAVE

I. Sick Leave: The use of sick leave is in agreement with the Ohio Revised Code 3319.141 and involves one of the following reasons: personal illness or injury, or illness or injury in immediate family.

PERSONAL LEAVE

II. Personal Leave is not automatic, it is intended to serve personnel at Orange by providing for three (3) days, with no loss of pay when the unit member is absent for reasons covered in the Contract Agreement. Whenever possible, a request should originate at least one week prior to the absence, through the supervisor or principal. In emergency situations, the immediate supervisor or principal shall be notified and this form filed upon return to duty.

ASSOCIATION LEAVE

III. Association Leave:

PROFESSIONAL LEAVE

IV. Professional Leave: Requires Travel Authorization Form only if travel or expense is involved.

JURY DUTY

V. Jury Duty: Attach copy of jury duty notification.

VACATION LEAVE

VI. Vacation Leave:

BEREAVEMENT/FUNERAL LEAVE

VII. Funeral Leave: For OTA, refer to Article VIII, section A, #2 for CESSA, refer to Article VI, section I; for OAPSE, refer to Article XI, Section H. Immediate family shall be defined as: spouse, children, parents, grandparents, siblings, parents-in-law or other relative residing in the household.

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I certify that this Leave Request is in conformity with the Contract Agreement.

Signature of Unit Member: _____

Days Approved _____ Disapproved _____

Signature of Principal or Immediate Supervisor _____ Date _____

Signature of Central Admin. _____ Date _____

This form will be returned to the employee upon approval or denial of the request for Leaves II, III, IV or VI. It is the responsibility of the immediate supervisor or principal to inform the unit member of the approval or denial of the request for those leave requests.

RETURN THIS COMPLETE FORM AFTER THE LEAVE INDICATED ABOVE

**ORANGE SCHOOL DISTRICT
STAFF ACCIDENT REPORT FORM**

This form **MUST** be completed within 24 hours of accident by the employee/supervisor/nurse/principal/administrator

Employee Name: _____

Moreland Hills _____ High School _____ Brady _____
Recreation _____ Transportation _____ Maintenance _____ Gund _____
Central Office _____

ACCIDENT INFORMATION (To be completed by injured employee or supervisor)

Date of Accident _____ Time _____ a.m/p.m.

Accident Occurred:

____ Athletic Field ____ Cafeteria ____ Classroom ____ Gym
____ Pool ____ Hallway ____ Laboratory ____ Parking Lot
____ Playground ____ Restroom ____ School Bus ____ Stairway
____ Arts Lab ____ Other (Be Specify)

Describe in detail how the accident occurred, including a description of notable conditions (e.g. lighting, floor surfaces) at the time of the accident: _____

List names and address of all person directly involved in the accident: _____

List names and address of all other persons who witnessed the accident: _____

Employee Signature: _____

Supervisor/Principal Signature _____

MEDICAL INFORMATION (To be completed by Supervisor/Bldg. Nurse/Administrator)

Specific description of the injury: _____

Treatment (if any) _____

Was spouse/relative notified of accident? Yes _____ No _____

If yes, name of person notified: _____

Was physician notified of accident? Yes _____ No _____

If yes, name of physician notified: _____

Was hospital notified? Yes _____ No _____

Nurse medical follow up comments: _____

Building Nurse Signature: _____

Return completed Accident Form to the Benefits Office at Central Office. It is the employee's responsibility to inform our MCO and present your MCO card to the health care facility upon treatment.

