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**AGREEMENT BETWEEN THE  
UPPER SCIOTO VALLEY  
LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
AND THE  
OHIO ASSOCIATION OF  
PUBLIC SCHOOL EMPLOYEES  
LOCAL #668**

**Effective through  
June 30, 2019**

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## **ARTICLE 1**

### **RECOGNITION**

- A. The Upper Scioto Valley Local School District Board of Education (hereinafter referred to as the "Board") recognizes the Ohio Association of Public School Employees, Local #668 (hereinafter referred to as the "Union") as the sole and exclusive bargaining representative for full-time and regular part-time classified employees in the following classifications: cafeteria, bus drivers, mechanics, aides, monitors, secretaries, clericals, and custodians, and maintenance (hereinafter referred to as "employees"). Excluded from the Union's bargaining unit are substitute, temporary, seasonal, or casual employees, the District Treasurer and Treasurer's office staff, the secretary to the Superintendent, and all other supervisory, management level, confidential, and professional employees as defined by Chapter 4117 of the Ohio Revised Code.
- B. The following definitions apply to this Agreement unless otherwise expressly provided:
1. "Day" means a calendar day.
  2. "Employee" means a member of the bargaining unit.
  3. "Union" means the Ohio Association of Public School Employees, any chapter or local it forms for this District, the Union's members, employees, agents, and all others acting on the Union's behalf.
  4. "Board" means the Board of Education of the Upper Scioto Valley Local School District, its agents, school administrators, and others acting on the Board's behalf.
  5. "Part-time employee" means a member of the bargaining unit who works less than thirty (30) hours per work week.
- C. The parties acknowledge that three classifications listed in Section A above (mechanics, monitors, clericals,) are not being staffed by bargaining unit members in the 1986-1987 school year, and have not been staffed by bargaining unit members in the past. In fact, the Board is currently contracting out mechanics work, and will continue to do so. The parties agree that if in the future the Board hires full-time or regular part-time employees in any of the three classifications listed above, excluding supervisors, those employees will be members of the bargaining unit.

## **ARTICLE 2**

### **BOARD RIGHTS**

- A. Except as specifically abridged, delegated, granted, or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent, and other personnel in management all powers, rights, authority, duties, and responsibilities conferred upon and vested in it or them by the laws and the

Constitution of the State of Ohio and of the United States, including but not limited to the right to:

1. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions, programs, and services of the Board, standards of services, its budget, utilization of technology, and organizational structure;
  2. direct, supervise, evaluate, and hire employees;
  3. maintain and improve the efficiency and effectiveness of school operations;
  4. determine the work hours of employees and the overall methods, process, means, and personnel by which school operations are to be conducted;
  5. suspend, discipline, demote, or terminate employees for just cause;
  6. lay off, nonrenew, transfer, assign schedule, promote, or retain employees;
  7. determine the adequacy of the work force;
  8. determine the mission of the School District as an education unit;
  9. effectively manage the work force;
  10. adopt policies not inconsistent with the specific written terms of the Agreement;
  11. issue, implement, and modify work rules;
  12. take actions to carry out the mission of the School District;
  13. Superintendent's right to direct, assign, supervise, evaluate, schedule, and transfer employees, and to direct, assign, and schedule pupils and their instruction.
- B. The exercise of any of the foregoing management rights requires neither prior negotiation with nor agreement of the Union.
- C. The Board rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise, except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any Board right.

### **ARTICLE 3**

#### **NEGOTIATIONS PROCEDURES**

- A. Request for Opening of Negotiations: A request for the opening of negotiations shall be submitted in writing by the Union to the Superintendent, or by the Superintendent to the President of the Union on or before ninety (90) days prior to the expiration of the current Agreement. A mutually convenient meeting date shall be set no later than sixty (60) days

prior to the expiration of the current Agreement, unless both parties agree to a later day, to adopt an agenda listing those issues which shall be negotiated and to set dates and procedures for the ensuing meetings. Bargaining unit employees must be current employees in order to serve on the negotiation team.

- B. Submission of Issues: All issues for negotiations shall be submitted in writing at the first meeting. Issues not submitted by the proper session may not be raised during the negotiations except by mutual agreement of the parties.
  
- C. Negotiation Procedures: The parties shall meet at times and places agreed upon at the beginning of the prior meeting. Length of meeting, as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive session.
  
- D. Caucus: Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period of time to caucus.
  
- E. Item Agreement: As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.
  
- F. Agreement: When an agreement is reached on all items, the outcome shall be reduced to writing. Both parties shall review the Agreement together to determine the accuracy of the document. If the Agreement is then in proper form, it shall be submitted to the Union for ratification. Upon ratification by the Union, it shall be submitted to the Board. If adopted by the Board, the Agreement shall become part of the official Board minutes and be binding on both parties. Said Agreement shall be prepared by the Board, signed by the Board's representative, and signed by the Union's representative. The Union will print copies of the finalized Agreement and provide a copy to all employees and all Board members and administrators. The Union and Board will split the cost of the printing.
  
- G. Mutually Agreed Upon Dispute Resolution Procedure:
  - 1. If agreement is not reached on matters being negotiated at any time within forty-five (45) days of the expiration date of this Agreement (or at any later time), either party may declare impasse and request that an impartial mediator be appointed. When impasse is so declared, the Federal Mediation and Conciliation Service shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service.
  
  - 2. The Mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.

3. This impasse procedure is the parties' alternative dispute resolution procedure and is intended to supersede the statutory procedures contained in O.R.C. §4117.14.

**ARTICLE 4**  
**DUES CHECKOFF**

- A. No employee is required to be a member of the Union as a condition of employment with the Board.
- B. The Board agrees to deduct Union dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the state Association Treasurer monthly together with a list showing the names of the employees and the amount deducted.
  1. Enrollment for dues deduction shall be made upon submission of a signed authorization from the employee to the Board Treasurer. Dues deduction authorization may be revoked by an employee by serving written notice of revocation upon the Board and Association Treasurers during the ten (10) day period immediately preceding the expiration of this Agreement.
  2. Deductions shall be in equal amounts, beginning with the first paycheck after enrollment for dues deduction has been submitted on signed authorization form from the employee to the Board Treasurer, spread equally amongst the remaining pay periods within the contract year. Dues payments for new employees starting work with the District at a time after September shall pay a prorated amount as determined by the Association Treasurer and as certified by the Association Treasurer in writing to the Board Treasurer.
  3. The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization during the term of this Agreement.
- C. The Board agrees to deduct from the wages of any employee an AFSCME-PEOPLE deduction as provided for in a written authorization, such authorization must be executed by the employee and may be revoked by the employee at any time. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Payroll deductions for AFSCME-PEOPLE shall be made available to employees as follows:
  1. AFSCME-PEOPLE payroll deductions shall be made ten (10) times a fiscal year for all pay plans from the same paychecks that charity payroll deductions are made, as published annually in payroll schedules prepared by the office of the Treasurer.
  2. A payroll deduction must be for a minimum of \$1.00 and in full dollar increments.
  3. The office of the Treasurer will transmit payroll deductions by check to AFSCME-PEOPLE on a monthly basis if the total deduction is at least \$100.00. Total monthly

deductions less than \$100.00 shall be carried over until at least \$100.00 is accumulated.

- D. The Union shall defend, indemnify, and hold harmless the Board, its individual members, the Treasurer, and any and all other officers and employees of the Board against any and all claims and/or costs arising from or in any way related to implementation and enforcement of this article. The Board shall have the ability to choose its legal representation in the event of such litigation.
- E. Employees in the bargaining unit who are not members of the Union on or after the probationary period provided in this Agreement or sixty (60) days following the beginning of employment, whichever is less, including employees who resign from membership in the Union after the effective date of this Article, shall pay to OAPSE, through payroll deduction, a fair share fee for the duration of this Agreement. This fair share fee is automatic and does not require the employee to remain a member of OAPSE, nor shall the fair share fee exceed the dues paid by the members of OAPSE in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. OAPSE shall certify the amount of fair share fee to the Board in writing during January of each calendar year. It is expressly understood that this provision is contingent upon OAPSE presenting the Board with a rebate and challenge procedure and an independent audit which complies with applicable state and federal law. The Treasurer shall submit names and school email addresses for all fair share fee payers to the State office.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

- A. The following definitions and terms apply to this article:
1. A "grievance" is a claim by an employee that the Board or an administrator has violated, misinterpreted, or misapplied a specific and express term of this written Agreement. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group. If a grievance arises, there shall be no stoppage or suspension of work or other concerted activity because of such grievance, but the grievance will be submitted according to the following procedure.
  2. If an employee fails to file a written grievance or to appeal a grievance to the next step by the stated deadlines, then the grievance shall be considered waived.
  3. If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, the employee is entitled to appeal to the next step.
  4. An employee may be accompanied at any stage of the grievance procedure by a representative of his/her choice.

5. An employee may present grievances and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the collective bargaining Agreement then in effect, and as long as a Union representative has the opportunity to be present at the adjustment. The Union representative may be present, but shall not participate in the meeting at which the adjustment occurs unless requested by the employee who filed the grievance.
6. "Days" means Mondays through Fridays except for paid holidays and calamity days.

B. The following procedure will be used in processing a grievance:

Step 1: The employee aggrieved shall, within five (5) days after the matter complained of has occurred, first attempt to settle the matter by conference with his/her immediate supervisor. Any grievance of any disciplinary action taken by management shall be filed in writing as specified in Step 2 within five (5) days of the disciplinary action taken and Step 1 shall be waived for purposes of such a grievance.

Step 2: If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the grievance shall be reduced to writing and filed with the employee's immediate supervisor, on a form to be provided by management, within five (5) days after the matter complained of has occurred. Such written grievance shall be signed by the aggrieved employee and state the following information with clearness: The exact nature of the grievance, the act or acts complained of, when they occurred, who was involved, the identity of the employee who claims to be aggrieved, the specific provisions of this Agreement claimed to be violated, and the remedy sought. The immediate supervisor shall give his/her answer in writing within five (5) days of the filing of the grievance.

Step 3: If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the employee may appeal to the Superintendent by filing a written appeal of the grievance within five (5) days of the employee's receipt of the supervisor's response. The Superintendent or his/her designee shall hold a meeting with the employee to discuss the grievance and its possible resolution within five (5) days of the submission of the notice of appeal. The Superintendent or his/her designee shall make a written response to the appeal within seven (7) days of the meeting.

Step 4: If the grievance is not satisfactorily resolved in the manner provided for in Step 3, the Union may request arbitration by giving the Board written notice of its desire to arbitrate, which must be

received by the Board or its designee within five (5) days of the Step 3 answer, in which event the grievance shall be arbitrated.

1. Within ten (10) days following the notice to arbitrate, the parties shall either agree upon an arbitrator or shall request in writing the American Arbitration Association to furnish the parties with a list of nine (9) arbitrators. The arbitrator will be selected using the alternate strike method. Either party shall have the right to request a second list of arbitrators. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time, and place. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and the Board to do so. The sole exception to this is two (2) or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his/her award.
2. The jurisdiction and the authority of the arbitrator and his/her opinion and award shall be exclusively limited to interpretation of the explicit provisions of this Agreement. He/she shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.
3. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor to add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this written Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights, 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.
4. The procedures contained in this article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure, such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the grievant and the Board shall be final and binding upon the grievant, the Union, and the Board.

5. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer provided, however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

**ARTICLE 6**  
**NO STRIKE/NO LOCKOUT**

- A. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support, or participate in any strike, slowdown, stay-in, or other curtailment or restriction of the educational process or the Board's operations, including the honoring of any picket line while on Board time or strike activity by other employees or by non-employees of the Board during the term of this Agreement.
- B. The Board will not lock out employees during the term of this Agreement.

**ARTICLE 7**  
**RELEASE TIME**

- A. If an administrator calls an employee into a meeting, the employee will be paid for that meeting time at his/her regular rate if the meeting occurs during that employee's scheduled work hours. If the administration, in its discretion, allows an employee representative to be present at the meeting, the representative will also be paid his/her regular rate for that meeting time if the meeting occurs during the representative's scheduled work hours.
- B. If an administrator calls a bus driver into a regular staff meeting outside of his/her normal work hours, the employee shall be compensated at his/her regular rate. The employee shall not be paid additional time for meetings called for disciplinary reasons. Payment for said meetings shall be in increments of fifteen (15) minutes.
- C. The Board agrees to permit two (2) duly elected delegates of OAPSE Local #668 up to two (2) days leave to attend the OAPSE Annual Conference. Such leave will be paid. The Local president will notify the Superintendent of the name(s) of the delegates immediately after the election. The elected delegates will submit the dates and the names of the delegates who will attend such conference at least fourteen (14) days in advance to the Superintendent.

**ARTICLE 8**  
**EMPLOYEE DISCIPLINE, DISCHARGE, AND NONRENEWAL**

A. Employees may be demoted, suspended, or discharged from their job for cause, including:

1. incompetency;
2. inefficiency;
3. dishonesty;
4. under the influence of a controlled substance;
5. immoral conduct including documented inappropriate conduct with a minor or student;
6. insubordination;
7. discourteous treatment of the public;
8. neglect of duty;
9. violation of work rules or personnel policies of the Board or administration;
10. filing a frivolous or false report of safety violations and/or not acting in good faith when he/she refuses to work pursuant to Chapter 4167 of the Ohio Revised Code; and/or
11. any other acts of misfeasance, malfeasance, or nonfeasance in his/her job.

B. Disciplinary Procedure:

1. Before imposing a demotion, suspension, or discharge on an employee, the Superintendent or his/her designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action, and to explain his/her behavior. The employee has the right to be accompanied at the conference by one (1) representative of his/her own choosing. The conference will be scheduled as promptly as possible by the Superintendent. The Superintendent or his/her designee may impose reasonable rules on the length of the conference and the conduct of the participants. If the Superintendent or his/her designee determines that the employee's continued employment prior to the conference poses a danger to persons or property, or a threat of disrupting operations, he/she may suspend the employee with pay for up to three (3) days pending the conference, to determine further disciplinary action.
2. Ordinarily, instances of misconduct by an employee shall be dealt with as follows:
  - a. first, verbal reprimand with written acknowledgment;

- b. second, written reprimand;
  - c. third, suspension without pay or demotion;
  - d. fourth, may result in discharge.
3. Rules cannot be listed to cover every situation. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to, the following:
- a. theft of or intentional damage to property of the Board;
  - b. theft of or intentional damage to the property of a fellow employee;
  - c. insubordination or the uttering of abusive language toward management personnel, other employees, students, or the public;
  - d. intoxication, being under the influence of, or the use of illicit drugs on the job;
  - e. falsification of any records, including employment records;
  - f. provoking a fight;
  - g. filing a frivolous or false report of safety violations and/or not acting in good faith when he/she refuses to work pursuant to Chapter 4167 of the Ohio Revised Code;
  - h. documented inappropriate conduct involving a student or minor.
4. The Superintendent may impose a demotion or suspension for up to thirty (30) days without pay. The Board of Education only shall discharge an employee. The Superintendent or his/her designee shall give the Union president and the employee notice of the decision to demote, suspend, or discharge an employee. Such actions shall be subject to the grievance procedure.
5. Records of corrective action lose their force and effect for use in future discipline according to the following schedule providing no further discipline has occurred during that time period:
- verbal and written reprimands - two (2) years
  - unpaid suspension or reduction in pay/suspension - three (3) years
6. This article supersedes O.R.C. §§ 3319.081 and 3319.083 and shall exclusively govern the discipline and discharge of employees, except as provided in Section C of this article.

7. The use of the grievance procedure shall be the exclusive appeal procedure for disciplinary actions under Sections (A) and (B) of this article.

8. Section (B) of this article shall not apply to nonrenewal of limited contracts.

C. Disciplinary Records:

Disciplinary records maintained in an employee's personnel file will not be removed except in accordance with Ohio law. However, an employee may request that any disciplinary records maintained in the employee's personnel file be determined to be of no further significance, and therefore have no bearing on any further discipline the employee may receive in his/her employment with the District. The decision as to whether the disciplinary record is of no further significance is solely that of the Superintendent. The Superintendent's decision is not subject to the grievance procedure, nor can it be challenged in an administrative tribunal or court of law. The employee cannot make such a request until thirty-six (36) months have elapsed since the date the disciplinary record was placed in the employee's file. Further, the employee may only make one (1) such request per school year after the initial thirty-six (36) month period.

**ARTICLE 9**  
**VACANCIES AND BID PROCEDURE**

A. When a vacancy occurs in a bargaining unit position, the Superintendent shall post a dated notice, indicating the position vacancy, current days, current shift, current hours, and a copy of the job description on a bulletin board in each school building for a period of five (5) days. If a vacancy is posted during the summer, the notice will be sent to all bargaining unit employees at their home addresses on file with the Board. Interested employees may have their applications considered by filing a written application with the Superintendent within the first five (5) days of the posting. Applications filed after the fifth full day of the posting will not be considered. It is understood that the Superintendent will decide when a vacancy exists and whether to fill a vacancy. All bargaining unit job vacancies or newly created bargaining unit job vacancies will be filled within sixty (60) calendar days. Nothing in this article shall restrict the Board's right to not fill a posted vacancy. If any position's hours are changed by two (2) hours or more from the last posting, the position will be re-posted for the next school year.

B. The bidding employee with the most seniority in the classification of the vacant position shall be awarded the position on a thirty (30) workday probationary period basis. Said employee may be removed and returned to his/her prior position at the discretion of the Superintendent or at the request of the employee any time before the completion of thirty (30) workdays. After thirty (30) workdays in the awarded job, the job will be considered the employee's regular assignment. The thirty (30) workday limit may be extended upon mutual written agreement of the Superintendent and the Union president. This time line may also be shortened on a case-by-case basis upon mutual written agreement of the Superintendent and Union President.

- C. If there are no applicants for the vacant position from the classification in which the vacancy exists, or if the employee awarded the vacancy returns or is returned to his/her former position during the probationary period, the vacancy will be posted system-wide. The Superintendent will award the position to the senior applicant who meets the minimum qualifications. If no applicant meets the minimum qualifications, the Superintendent may fill the vacancy using the procedures contained in Section D herein.
- D. The Superintendent will select the applicant he/she deems most qualified, based upon the applicant's compliance with the application requirements in the job description and on the basis of the applicant's skill, qualifications, experience, and seniority. The Board has the right to hire someone from the outside if the Superintendent, in his/her discretion, determines that no current employees have the desired qualifications and experience.
- E. For the purposes of this article, system seniority is defined as the length of continuous service as a regular employee of the Board. Classification seniority is defined as the length of continuous service in the classification at issue. Classification is defined as the classifications listed in the Layoff and Recall article of this Agreement.
- F. Vacancies caused by vacations, leaves of absence, or similar conditions shall be considered temporary and shall be filled by assignment or otherwise at the discretion of the Superintendent without regard to this job bidding procedure.

**ARTICLE 10**  
**LAYOFF AND RECALL**

- A. When the Board determines to reduce the number of positions in one or more classifications covered by this Agreement, the Board shall follow the procedure set forth in this article.
- B. The Board shall determine in which classification the layoffs should occur and the number of employees to be laid off.
- C. The Board shall lay off employees in the affected classification on the basis of reverse seniority, or by an employee volunteering to accept the layoff in that classification. In the event two (2) or more employees within the affected classification have the same seniority, seniority will be determined as between those employees by draw from deck of cards, high card is most senior.
- D. For employees laid off after the effective date of this Agreement, the names of laid off employees shall be kept on a recall list by classification for a period of two (2) years from the employee's last workday. If the Board determines to fill any position in a classification during that period, the Board must offer the position to the most senior employee on the recall list for that classification. The offer of recall shall be made by written notice sent to the employee at his/her most recent address of record by certified mail. It is the employee's responsibility to keep the Board informed of his/her up-to-date address. The employee shall have seven (7) days after the notice is mailed to accept the offer of recall and report to work. If he/she does not report during such seven (7) day period, his/her name shall be eliminated from the recall list and the employment relationship between

him/her and the Board shall cease. If the first employee on the recall list for a classification does not accept the recall, the Board shall offer the position to the next most senior employee from that classification on the recall list by the procedure outlined in this article, and so on, until the position is filled.

E. Recall rights shall commence on the day following the employee's last day of work.

F. For purposes of this article, the following classifications will be used:

- |  |                               |
|--|-------------------------------|
| 1. cafeteria                           | 5. secretary                  |
| 2. bus driver                          | 6. transportation aide        |
| 3. aide (other than special education) | 7. maintenance                |
| 4. special education aide              | 8. custodian                  |
|  | 9. transportation facilitator |

G. Displaced employee(s) may bump to other positions within the bargaining unit within the same classification or lower classification for which they are qualified, with the least senior employee(s) ultimately being laid-off. Further, the affected employee(s) may displace an employee in a position in a different classification he/she held previously if they remain qualified, are more senior, and had passed probation in the previous position. Any employee receiving notice of layoff shall have five (5) workdays following receipt in which to exercise their right to bump.

#### **ARTICLE 11** **SUBCONTRACTING**

The Board agrees not to subcontract work normally performed by bargaining unit employees if such subcontracted work would result in the layoff of employees or the reduction of regular hours of employees normally assigned to perform such work.

#### **ARTICLE 12** **IN-SERVICE**

If the Board requires an employee to attend a professional improvement conference or workshop, the Board will pay any required registration fee and will reimburse for mileage not to exceed a total of five hundred (500) miles, overnight accommodations up to a maximum of \$140.00 or the conference rate per night (whichever is less), and for the actual cost of meals not otherwise provided for at the professional conference or workshop, up to a maximum of thirty dollars (\$30) per day. There will be no reimbursement of overnight accommodations for professional conferences or workshops that are located within Hardin County. For professional conferences or workshops that are located within Hardin County, meals, the actual cost of which not to exceed twenty dollars (\$20) per day will be reimbursed in the conference or workshop does not provide meals.

**ARTICLE 13**  
**BULLETIN BOARDS**

The Board shall furnish bulletin board space for Union notices and literature. The Board shall provide the use of school buildings for meeting purposes with the prior approval of the building principal.

**ARTICLE 14**  
**PAYDAYS**

- A. Employees' regular salaries shall be paid in twenty-four (24) bi-monthly equal installments paid on the fifth (5<sup>th</sup>) and 20<sup>th</sup> (twentieth) days of each month of the calendar year.
  
- B. The Board will provide employees with individual salary notices by July 1 of each contract year newly hired employee shall be given a copy of the salary schedule and written notice of his/her initial placement on the salary schedule.
  
- C. Upon individual written authorization, employees may participate in payroll deduction for annuities, retirement, one (1) credit union to be named, and insurance. Enrollment for such deductions must occur by Friday of the second week of the regular employee work year, although the deduction may be discontinued at any time by the employee.
  
- D. All employees hired after July 1, 1999, shall be paid according to direct deposit. Direct deposit receipts shall be provided by email to each employee.
  
- E. No payments issued by the District shall be paid by separate check. All payments will be made through standard payroll processes and procedures.

**ARTICLE 15**  
**WAGES AND HOURS**

- A. Employees shall be paid in accordance with this Agreement, and individual salary notices shall not be necessary. Employees will be paid the hourly rate provided for in the negotiated wage schedule of this Agreement for authorized and assigned work hours. Employees shall take a one-half (1/2) hour unpaid lunch period, to be scheduled by the appropriate supervisor. No paid breaks will be authorized. Newly hired employees will start at Step 0 on the Wage Schedule and then advance to the next range each year thereafter until they reach the top range.
  
- B. Neither this article nor any other provision of this Agreement shall be construed as a guarantee of hours per day or per week.
  
- C. The Board necessarily retains the right to require employees to work more than their regularly scheduled work hours, including more than forty (40) hours in a workweek, and/or more than eight (8) hours in a day as it determines the needs the District may require. However, each employee will be paid at the rate of one and one-half (1.5) times his/her

regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one workweek. In the event an employee holds two (2) positions in the District at different pay rates, overtime will be calculated on a weighted average basis. Overtime must be authorized in advance by the Superintendent or his/her designee. For purposes of calculation, the workweek begins at 12:01 a.m. on Sunday and ends at midnight the following Saturday.

- D. Payment of overtime and/or premium rates shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours. For purposes of computing overtime pay, personal leave, sick leave, and compensatory time taken shall not be treated as hours worked. Overtime may be earned only upon prior approval of the appropriate supervisor.
- E. Employees assigned to work and substantially perform the job duties of another classification on a temporary basis for more than two (2) hours per day or during substitution for an absent employee, the employee shall receive the hourly wage rate at the zero (0) years step for the classification in which the employee is substituting for all such hours worked, or their regular rate, whichever is greater.
- F. Whenever an employee moves to different classification and is awarded such position, the employee shall be placed on the pay scale for the new position based on his/her total length of continuous service with the district. If the employee is currently serving in two (2) different classifications the employee shall be placed on the pay scale for the new position based on the employee's total length of continuous service with the district.
- G. Employees who are required to travel in their automobiles to conduct official school business shall be reimbursed at the rate established by the IRS.
- H. An employee's first priority shall be their regularly scheduled duties. Therefore, no employee may assume extra duties that would conflict with their regular duties, except as modified by Article 17.

Extra and/or extended time shall first be offered to bargaining unit employees within their classification at their regular rate of pay, then to employees within the classification at overtime rate, then to other employees qualified by the Superintendent by system seniority, and finally to substitutes. All overtime must first be approved by the Superintendent, or his designee. Those employees working less than eight (8) hours per day shall have the option to volunteer for extra time and shall receive extra time prior to the work being offered to substitutes. A list shall be maintained of all those employees who volunteer and extra time shall be offered on a rotating basis and in accordance with the procedure above. A request for all volunteers for extra work shall be sent out at the beginning of each year and all volunteers must make their intention known whether or not they would like to volunteer in writing. All bargaining unit members shall be paid at Step 0 of the applicable pay scale.

In assigning overtime to Custodians, the Superintendent or his/her designee shall make an effort to assign such overtime on a rotating basis. All Custodians wishing to be considered for overtime work shall have their names placed on an overtime rotating list at the beginning of the school year. As overtime opportunities occur, the Superintendent or his/her designee shall assign the overtime work to the Custodian standing at the top of the list. Once a Custodian at the top of the list has been offered the opportunity for an overtime assignment, his/her name shall rotate to the bottom of the list.

Extra time shall be defined as hours worked beyond the regularly scheduled workday, while extended time shall be defined as hours worked beyond the employee's regular work year.

- I. Employees are not permitted to commence work more than seven (7) minutes before their scheduled starting time or continue working more than seven (7) minutes after their scheduled quitting time without the advanced approval of their Supervisor, except in emergency situations where advance approval cannot be obtained.
- J. Employees are required to report to work at their regular starting time when the administration pre-schedules meetings by delaying the start of school.
- K. This article supersedes O.R.C. §§ 9.44; 3317.12, 3319.081, 3319.082, 3319.086, and shall exclusively govern salary schedules, annual notices, wages, and hours.
- L. Employees shall, at their option, be able to accrue compensatory time off in lieu of overtime. Hours that would normally be paid at an overtime rate, as defined in 15 C (above shall be calculated at one and one half (1 and ½) hours of compensatory time off for each hour worked, consistent with FLSA. The compensatory time off earned shall be kept by the employee's immediate supervisor as well as the Treasurer and shall be available of inspection at the employee's request. Compensatory time off may only be used upon approval of supervisor. Compensatory time may be accrued up to the lesser of one (1) year or a total of forty (40) hours, and accrued compensatory time must be used by the employee within the employee's contract year in which it is accrued, or it will be paid to the employee at the employee's hourly rate plus one-half in effect at the end of the employee's contract year.
- M. If an employee is called in to work on a Saturday, Sunday, holiday, or non-school day they will be paid a minimum of two hours regular time if under forty (40) hours that week; and at time and one-half their regular hourly rate if over forty (40) hours that week.

## **ARTICLE 16**

### **PERSONNEL FILES**

- A. Personnel files for each employee shall consist of a folder to be maintained in the central administration office. This folder shall be considered the only official file of recorded information on an employee. Supervisors are not restricted or prevented from having files

on employees. If the building administrator thinks a matter should become a matter of official record, he/she may transfer any documentation to the official file.

- B. An employee shall have the right, upon request, to review his/her personnel file and, upon payment of a reasonable charge for copying, may have a copy of any document in the personnel file. An employee may examine his/her personnel file only in the presence of the Superintendent or his/her designee, and may not remove the file from the immediate office area.
- C. Each document placed in the personnel file shall be dated and signed by the employee and the person who created the document, or who caused it to be placed in the file. If the employee refuses to sign the document, it shall still be placed in the employee's personnel file. A copy of any derogatory material shall be given to the employee before it is placed in his/her personnel file. The fact that material in the file bears the employee's signature does not indicate his/her disagreement or agreement with the contents of the material. Rather, it indicates that the employee is aware of the document.
- D. Employees shall have the right to submit a written commentary to any material placed in the personnel file and such written comment shall be attached to the item in the file.
- E. Written material will be removed from the personnel file if the employee establishes that its content is false or has no basis in fact.
- F. No anonymous materials shall be placed in an employee's personnel file, unless otherwise provided by law.

## **ARTICLE 17** **TRANSPORTATION**

- A. Definitions:
  - 1. All buses shall be based on school property.
  - 2. All routes shall depart from and finish at the school unless approved by the Superintendent or his/her designee.
  - 3. A bus route involves a regularly-assigned period of work for a driver. Drivers route time will include twenty-five (25) minutes per day for warm-ups and pre- trip inspections.
  - 4. There are two (2) basic segments that make up a route: A.M. and P.M. All other routes will be discussed with the union, and bided for the purpose of off hour runs.
  - 5. The routes will be established with approval of Superintendent.

6. Extra runs, emergency trips, miscellaneous trips, maintenance runs, trips turned in after initial posting, and extra routes (summer school).

B. Hours:

1. Any directives which are of a permanent nature regarding students and/or schedule changes shall be given to the driver in writing with documentation.
2. Each driver shall receive the following information prior to the start of each school year.
  - a. A.M. approximate start time  
A.M. approximate return time
  - b. P.M. approximate start time  
P.M. approximate return time

Times will be finalized following the fourth week of school.

3. Drivers shall be compensated his/her regular hourly rate for all segments (a.m. and p.m.), with a minimum of four (4) hours of work. The twenty-five (25) minutes per day warm-up and pretrip inspection [Section A (3)] is included in the four (4) hour minimum.

C. Annual Route Bidding:

1. All transportation department employees shall receive, prior to the last student school day, a notice indicating the date, time, and place for the annual route bid.
2. Complete routes containing the approximate A.M. and P.M. start times, the approximate a.m. and p.m. return times, and the total number of hours shall be posted in the transportation department for review by all drivers no later than three (3) workdays prior to the annual bid date.
3. In accordance with O.A.C. § 3301-83-07 and for bid eligibility, a driver must provide the Superintendent or his/her designee his/her medical form and show a valid commercial driver's license. The annual driver's record check and a criminal record check shall be accomplished by the Board.
4. A driver may request to keep the same bus if mileage is not a consideration. All routes will be bid.
5. A driver who cannot be present may cause his/her bid to be exercised by the Local president or the president's designee. All proxies must be in writing, dated, and signed by the driver. An eligible driver who is absent during the bidding process shall be assigned to a route by the Union and shall not have the right to redress action in the bidding process against the Union or Board.

6. Routes will only be bid at the annual route bid. Openings that occur during the school year will be filled at the discretion of the Superintendent, factoring in route times and bid route assignments which shall both be subject to change upon occurrence of an opening during the school year.

D. Field Trips:

1. Definitions:

- a. Field Trips: Trips that involve the transportation of students on a school bus as stated on a trip ticket, other than from home to school or school to home (a.m. /p.m. route).
- b. Rates of Pay: All non-overnight field trips will be paid on a trip rate basis. The trip rate shall be the 0 step of the bus driver salary schedule, except for sitting time all field trips will be paid at a rate of \$14.42 per hour. The trip rate (excluding sitting time rate) shall increase the same percentage as bargaining unit employees receive in wage increases.

2. Field Trips and Extra Routes Bidding: Upon submission trips will be numbered and placed on the trip chart. Those eligible drivers will be allowed to bid on all trips and routes by seniority on a rotational basis by selection during each month of the school year. The procedures are as follows:

- a. Field trips will be assigned and the assignment information will be given to each driver on the Monday of the last full week of each month, when applicable with the school calendar, with no less than two (2) full days before the first trip of the following month, or whenever possible.
- b. Drivers interested in bidding on field trips must return his/her signed selection form by 3:00 p.m. Wednesday of that same week.
- c. Drivers will indicate on his/her form their choice by preference of all trips they wish to drive.
- d. Trips will be assigned and awarded to the appropriate driver on a rotational basis based upon seniority on Friday of that same week.
- e. Non-bargaining unit employees will be permitted to drive school vans when transporting eight (8) or less students.
- f. When a driver bids on and receives a field trip which conflicts with his/her regular bus route times, the driver will request unpaid leave from his/her regular bus route in order to drive the field trip during the time(s) in conflict. This will be done for bookkeeping purposes.

3. Extra Run Rotational Charts:

- a. A trip returned by a driver after acceptance will be offered to the most senior driver showing preference on the original monthly trip chart, if no other driver shows preference, then the trip goes to the substitute. If a driver accepts a trip on this chart, he/she shall not lose his/her turn on the monthly trip chart.
- b. The acceptance or non-acceptance of trips or routes shall be recorded on the appropriate chart.
- c. The Union agrees that no grievance can be filed beyond Step 3 pertaining to field trip or extra route assignments by any bargaining unit member directly or indirectly involved or affected by the trip or route bidding procedure.
- d. Drivers will be guaranteed a minimum of three (3) hours for each field at the trip rate of pay.

4. Trips or Extra Runs that are Rescheduled, Canceled, or Times are Changed or turned in after Initial Posting:

- a. If the date and/or time of an assigned trip or extra run is changed, the driver may keep the trip or extra run as long as a substitute is available to drive his/her regular route.
- b. If the driver elects not to drive the trip, a non-acceptance will be recorded on the appropriate chart.
- c. If a trip or route is canceled after being assigned and after the driver arrives for pickup, the driver shall receive one (1.0) hour pay at the trip rate.

5. Trips and Extra Runs Accepted and then Returned: It is understood that if a driver returns an assigned trip or route, he/she shall do so as soon as possible in order to obtain a replacement driver. There shall be no trading of trips or routes. Drivers who repeatedly accept trips or extra runs and then return them may be subject to removal from any or all charts for the balance of the semester or school year.

6. Use of Substitutes: If a regular driver or a substitute is not able to be secured, then the least senior driver on a rotational basis will be assigned the trip or route. In case of extenuating circumstances, the trip or extra runs shall be assigned to the next least senior driver. If possible, a driver will be notified at least twenty-four (24) hours in advance of such forced assignment.

7. Overnight Trips:

- a. Drivers shall be paid for:
  - (1) actual round-trip time to and from the destination at his or her trip rate with sitting time paid at a rate equal to \$14.42 per hour;

- (2) drivers will not be paid for eight (8) hours sleep time;
- (3) lodging (maximum including the actual cost of meals upon submission of receipt; and the actual cost of meals upon submission of receipt up to a maximum of \$30 per day).

b. Whenever an out-of-state trip can be contracted at a cost less than using bargaining unit employees, the Superintendent reserves the right to contract the trip out to a charter bus service.

E. Driver Reimbursements:

1. The reimbursements in this section shall be paid no more frequently than once every two (2) calendar years:
  - abstract of driving record
  - license (CDL) renewal
  - criminal record check
  - The Board will pay the cost of training and testing for recertification as mandated by the Ohio Pupil Transportation Operation and Safety Rules for School Bus Drivers and Mechanics. If a current driver fails the test to be recertified (CDL), said driver shall be placed on a 90-day unpaid leave of absence.
2. Annual physician examinations sponsored by the Board of Education shall be paid by the Board.
3. The Board agrees to pay for the total costs of obtaining a CDL license for any member of the bargaining unit, regardless of classification, who wishes to obtain such license from a Board-approved training program. The above is a voluntary provision only.
4. Upon completion of all required training and testing, including CDL license, as mandated by the Ohio Pupil Transportation Operation and Safety Rules for School Bus Drivers and Mechanics, the employee agrees to remain employed by the District for a period of two (2) years. Should the employee voluntarily terminate his/her employment with the District prior to that time, the employee will be responsible for repaying the District for the cost of the training on a prorated basis.

F. Bus Maintenance Responsibility: Drivers will keep a daily written record for their pretrip inspections of the bus on the forms provided. These forms will be turned in weekly to the transportation office, reviewed by the Transportation Facilitator and filed. Any mechanical problems are to be reported in writing on the repair sheet immediately. Verbal reports of mechanical problems must also be reported in writing on a repair sheet and filed with the transportation office. Each driver will be responsible for taking his/her bus for service and

shall be paid at their regular hourly rate of pay. The Transportation Facilitator will arrange to have all buses washed as needed.

- G. Bus Conduct Reports: Drivers are required to keep a daily log book of student behavior, including the student's name and any violation and/or consequences. All forms must be filled out and turned in immediately after the route in which the incident occurred using factual information and observing confidentiality laws. The driver must sign the form and turn it into the Transportation Facilitator which will contact the student as soon as possible, normally within five (5) days of the incident, and the driver shall be furnished a copy of the completed form. If the driver has not received the response within five (5) school days, he/she must report same to the Transportation Facilitator. The forms will be on file with the transportation office.
- H. Assignment and Care of the Bus on Trips: The Transportation Facilitator will assign all buses to be used on trips or routes. A driver may request the use of his/her own bus and may do so with approval. The driver is responsible to secure the bus while on layovers on the trip or route. The driver is to check the bus frequently and will be responsible for the bus. The driver is not responsible for students' personal property while on a trip. The driver is required to complete the form provided for pre-trip inspections when using a bus on a trip or route. The driver is required to carry the school's cell phone while on-duty and be available for communication with the Superintendent and Transportation Facilitator. Cell phone use will be in accordance with Board Policy. The driver shall be permitted to leave after making contact with the coach, teacher, or other Board-appointed individual in charge. It is understood that the bus will remain at the destination Drivers are responsible for being back on the scene by the time designated by the coach, teacher, or other Board-appointed official. The driver must leave a contact number with the appropriate official and be able to return, if needed, within fifteen (15) minutes.
- I. A driver reporting his/her absence must contact the Transportation Facilitator at least one (1) hour prior to the regular starting time (a.m. and p.m.). If a driver cannot drive his/her p.m. segment, he/she must notify the Transportation Facilitator as soon as possible.
- J. A driver will be compensated at his/her regular hourly rate for all time spent at any mandatory in- service, safety, etc., meeting.
- K. The Board Policy governing the drug testing of employees who hold a Commercial Driver's License (CDL) is incorporated herein by reference. Employees will be tested during his/her a.m. or p.m. route, if possible. The driver will be compensated at his/her regular rate of pay. A substitute will be used to drive that segment of the driver's route while the regular driver is being tested. The regular driver will not lose any wages for such testing. If a driver goes for testing at any time other than route time, they will be compensated at their regular hourly rate of pay.
- L. On delay days when transportation employees who have reported for work shall be paid one hour wait time if administration decides to delay the daily starting time.

**ARTICLE 18**  
**SEVERANCE PAY**

- A. An employee with ten (10) or more years of service to the Board shall, at the time of retirement, be paid for one-fourth (1/4) the value of his/her accrued sick leave credit, such payment not to exceed sixty (60) days' pay.
- B. The payment shall be based on the employee's per diem rate at the time of retirement, if during the school year, or at the per diem rate for the prior school year. Such payment will eliminate all sick leave credit accrued but unused by the employee at the time payment is made. "Per diem rate" shall be defined as the regular daily rate paid an employee.
- C. An employee shall be deemed to have "retired" under this article when he/she has been approved for service retirement by the board of School Employees' Retirement System (SERS) or has been determined to be qualified for disability retirement by a physician or physicians appointed by the SERS.
- D. All payments made hereunder shall be made in a lump sum to the employee only after the Treasurer of the Board receives written certification from the employee that the SERS has begun payment of benefits. Any such benefits to an employee must be effected by the employee within ninety (90) days from his/her last day of active service for the District.

**ARTICLE 19**  
**PAID HOLIDAYS**

- A. The following are the Holidays which the district will observe annually:

New Year's Day***	Thanksgiving
Martin Luther King Day	Day after Thanksgiving
Good Friday	Christmas Eve***
Memorial Day	Christmas Day***
4 <sup>th</sup> of July	New Year's Eve***
Labor Day	

***	<i>If on a weekend, Holiday will be observed on a workday to be determined by Administration.</i>
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- 1. Employees who work less than twelve months will be paid for those holidays which fall within their work calendar. In order to be compensated for holidays, an employee must be on active pay status on the day immediately before and after the holiday.
  - 2. President's Day shall not be a paid work day unless required to be made up per calamity day make-up plan.
- B. Employees who work eleven (11) months or more shall receive in addition to the holidays listed in (A):

The day after Christmas

- C. This article supersedes O.R.C. § 3319.087 and shall exclusively govern the District's paid holidays.

**ARTICLE 20**  
**VACATIONS**

- A. Eleven (11) and twelve (12) month employees shall be granted paid vacation time, which will be credited to eleven (11) and twelve (12) month employees starting with date of hire, on a monthly, pro-rated basis, based upon the following amounts and may be used by employees as it accrues during the year after it is earned. Vacation time will be granted as follows:

1 through 9 years of service	10 days' vacation
10 through 19 years of service	15 days' vacation
20 through 21 years of service	20 days' vacation
22 years of service	21 days' vacation
23 years of service	22 days' vacation
24 years of service	23 days' vacation
25 years of service	24 days' vacation
26 years of service	25 days' vacation

- B. Vacation pay shall be calculated by multiplying the number of vacation days by the number of hours for which the employee is normally scheduled to work and then by the employee's straight-time hourly rate at the time vacation is taken.
- C. Employees must take their vacation in the year after it is earned but may, upon discretion of the Superintendent, carry-over up to five (5) unused vacation days in any one year for use in the next succeeding contract year. The Board reserves the right to limit the number of employees who may take vacation at any particular time. Accumulated, unused vacation to the employee's credit at the time of separation from employment shall be paid to the employee effective upon separation from employment at the employee's per diem rate as of the effective date of separation.
- D. Vacation requests must be submitted to the employee's immediate supervisor in writing at least fifteen (15) calendar days before the first day of the proposed vacation. Vacation may only be taken if approved by the appropriate supervisor and/or by the Superintendent or his/her designee.
- E. In the event of an emergency an employee may request vacation time without being penalized.
- F. Vacation time will be earned solely on the basis of length of employment with the Upper Scioto Valley Local School District Board of Education.

- G. This article is the parties' vacation procedure and is intended to supersede the statutory procedures contained in O.R.C. § 3319.084.

**ARTICLE 21**  
**LEAVES OF ABSENCE**

A. Sick Leave:

1. Advance of Sick Leave: Upon written request, a maximum of five (5) days of sick leave shall be advanced per contract year by the Superintendent if an employee has no sick leave available for use consistent with the terms of this article. An additional five (5) days of sick leave may be advanced per contract year by the Superintendent for sick leave needed due to a catastrophic illness or injury as referenced in Section H of this Article. However, advance of sick leave may not be requested by an employee until any and all previously advanced sick leave days have been recredited to the District.
2. Accumulation of Sick Leave: Employees will earn sick leave at the rate of one and one-fourth (1.25) days sick leave per month, which is fifteen (15) days annually. An employee may accumulate up to 240 sick leave days.
3. Use of Sick Leave Personal: Employees may use sick leave for absences due to personal illness, injury which requires medical attention, or exposure to a contagious disease which could be communicated to other employees or to students. Sick leave will be used concurrently with available FMLA to the extent applicable.
4. Use of Sick Leave Immediate Family: Sick leave may also be used for illness or injury which requires medical attention to someone in the employee's immediate family. In this section, employee's immediate family is defined to include father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, husband, wife, child, stepchild, foster child, grandchild, grandparent, or any other relative living under the employee's roof, and other special circumstances as approved by the Superintendent.
5. Use of Sick Leave Death in the Immediate Family: Sick leave may also be used for death in the employee's immediate family. In this section immediate family is defined to include all relatives listed in Section 4, plus brother-in-law, sister-in-law, niece, nephew, aunt, and uncle.
6. Limitations:
  - a. Employees shall limit use of sick leave under Sections 4 and 5 to only those days when absence from duty is required because of personal responsibilities and/or personal bereavement.

- b. All absence which qualifies for sick leave will be deducted from sick leave. Personal days and/or vacation may not be used as an alternate for sick leave unless the employee does not have any accrued sick leave available.
  - c. All sick leave requests are subject to the approval of the Superintendent.
  - d. Sick leave may be used in in no less than two (2) hour units.
7. Requests:
- a. Employees shall notify their supervisor or designee of any absences two (2) hours before the start of their shift (unless an emergency situation arises) so that appropriate arrangements can be made to secure a substitute.
  - b. On the first workday following the absence, the employee is required to furnish a written, signed statement justifying the use of sick leave, including the name and address of the attending physician if medical attention was required. After four (4) consecutive days, the employee will be required to furnish a written, signed statement from the treating physician justifying the use of sick leave.
  - c. The employee bears full responsibility for entering the leave request, along with a detailed description of the reason for the leave request, in the kiosk in accordance with the provisions of this Article.
  - d. Falsification of statements and/or kiosk entries is grounds for discipline up to and including termination of employment.
  - e. Failure to submit statements and/or kiosk entries within a twenty-four (24) hours of returning to work will result in an unauthorized absence and will result in a reduction in pay for the days in question.
8. The Superintendent may require an employee to take an examination conducted by a licensed physician to determine the employee's physical or mental capability to perform the essential functions of the employee's position. The cost of such examination shall be paid by the District, and the physician will send the Superintendent notification of the employee's capability of performing the essential functions of the position. If the employee does not agree with the District's physician, the employee can be examined by their own physician under the employee's insurance. If their physician disagrees with the District's physician, the two physicians will select a third physician who will exam the employee. The third physician's examination will be final and such exam will be paid by the Employer.
9. This section supersedes O.R.C. § 3319.141 and shall exclusively govern sick leave.

B. Personal Leave:

1. In accordance with the terms of this article, each employee may use (3) days of paid personal leave each school year. These days shall be unrestricted, meaning that the employee need not supply a reason when entering the leave request in the kiosk.
2. Personal leave must be approved by the Superintendent as entered in the kiosk before it may be taken. Except for emergencies that cannot be foreseen, requests for personal leave must be submitted to the Superintendent at least three (3) school days prior to the intended absence. The Superintendent may limit the number of employees in each classification who take personal leave on a particular day. His/her decision shall be final, although it shall not be arbitrary.
3. Unrestricted personal leave will not be granted during the first five (5) days and last five (5) days of school, unless there are extenuating circumstances, as approved by the Superintendent.
4. This section is the parties' personal leave procedure and is intended to supersede the statutory provisions contained in O.R.C. § 3319.142.
5. Personal leave may be used in one full, one-half, or one-quarter day increments with two (2) hour minimum use requirement upon approval of administration.
6. Employees who have any of the three (3) personal leave days to their credit at the end of the contract year may roll the balance of the unused personal leave days to their respective sick leave balance.

C. Assault Leave:

1. "Assault" means the causing of or attempt to cause physical harm to an employee by any person when the employee charges such person with an offense prohibited by Title 29 of the Ohio Revised Code.
2. Pursuant to and in accordance with O.R.C. § 3319.143, assault leave shall be granted to an employee who: (a) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is clearly unprovoked, and (b) files criminal charges against his/her assailant as soon as he/she is physically able. Assault leave shall not be charged against sick leave earned under O.R.C. § 3319.141. The employee shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of thirty (30) working days.
3. An employee shall be granted assault leave according to the following rules:
  - a. The incident resulting in the absence of the employee must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of

transporting pupils or material to or from said premises, activity, or event; provided, however, that an employee may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the employee's performance of his/her job duties.

- b. Upon notice to the supervisor or Superintendent that an assault upon an employee has been committed, an employee having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the building supervisor or Superintendent.
- c. To qualify for assault leave the employee shall furnish a certificate from a medical doctor, stating the name of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.
- d. An employee shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.
- e. Employees shall not be permitted to accrue assault leave.
- f. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault.
- g. Payment under this article shall constitute the employee's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Ohio Revised Code Chapter 4123, except to the extent the assault disability exceeds the days allowable under paragraph (2) above.

D. Jury Leave:

An employee shall be excused for service on a jury without loss of pay or benefits so long as the employee promptly submits to the Treasurer proof of jury service and the remuneration (excluding mileage and any other cash disbursements) received for such service.

E. Unpaid Leave:

- 1. All requests for unpaid personal leave shall be submitted in the kiosk at least seventy-two (72) hours in advance of the day or days requested. However, if an emergency situation arises, the Superintendent should be notified as soon as possible.

2. Unpaid leave of absence may be granted for up to a maximum of five (5) days per school year for special reasons as approved by the Superintendent. However, use of such leave will be limited to three (3) days per occurrence. A Leave of Absence for up to two (2) years may be granted by the Board (O.R.C. 3319.13).
3. Employees may not apply for unpaid leave of absence if they have accrued vacation or personal leave.
  4. Employees using a Board approved unpaid leave of absence may be entitled to continue participation in group health, dental, vision and life insurance offered by the Board to the extent permitted by COBRA as well as the specific provisions of each insurance plan, but only upon payment in full by the employee to the Board of the actual cost(s) of such participation.

F. Kiosk Entries Recording Leave:

All leave entries recorded in the District's kiosk system must have a corresponding specific reason with an accompanying description and explanation of the need for leave prior to administrative approval. Failure on the employee's part to comply with this Section shall render the employee's leave as unpaid regardless of reason.

G. Sick Leave Donation:

When, in the judgment of a physician, the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury of the employee and/or his/her immediate family and additional days are still needed, then he/she may request through the Association that the additional days be transferred from other bargaining unit members' accumulated sick leave. The Association shall establish an internal policy to administer such a transfer.

There will be two times per year for employees to enroll for the sick leave bank. This will be the first week of the first semester of school and then the first week of the second semester.

The Union President shall have the authority to grant up to five (5) days of sick leave, from the bank, upon request after reviewing the employee's illness or injury per year. If the request involves more than five days a committee will be established to recommend or not recommend additional days. If the same employee requests additional sick leave from the bank it will then be referred to the committee.

The committee will consist of the President three and two appointed members of the bargaining unit. After reviewing the request, the committee by a majority vote may approve, or reject additional time requested by the bargaining unit member.

Catastrophic illness shall be defined as disease, injury, or illness which is life threatening or requires hospitalization. Examples of qualifying conditions are heart, cancer, stroke, or AIDS. Examples of non-qualifying conditions are elective surgeries.

The Association shall notify the treasurer in writing, of the number of days to be deducted, from who, and the person receiving the transferred days. Included in the notice shall be a signed statement by the employee involved authorizing the treasurer to transfer the days.

If any employee requests more than five days the established committee will notify the Treasurer and the same procedure will be followed as if the employee requested five days.

The following additional limitations will apply to this paragraph:

1. Donations from an employee must be in units of one (1) day.
  2. It cannot be used if the employee has applied for and been granted disability retirement.
  3. No more days can be given than needed by the employee to serve out the regular school year.
  4. The employee must exhaust his/her own sick leave and personal leave first.
  5. The employee who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.
  6. If the employee is eligible for Family Medical Leave, such donated leave will count toward their FMLA.
  7. Employees applying for donated leave must first apply for the ten (10) day Advanced Sick Leave per Article 21 (A) (1).
  8. Donated sick leave will not be charged against the perfect attendance (Article 22).
  9. The employee donating their sick leave must maintain at least thirty (30) days of sick leave in their bank after they have donated time.
- H. Employees may not use or request "dock days." If an employee will be absent from work, the employee must use one of the forms of approved leave provided for in this Agreement. Failure to do so can result in disciplinary action against the employee.

- I. An attendance bonus will be paid if an employee does not miss work due to sick leave during the contract year. The amount of the attendance bonus shall be three hundred dollars (\$300). The attendance bonus will be paid in the first pay of the new contract year.

## **ARTICLE 22** **INSURANCE**

### A. Health Insurance:

1. The Board shall have the authority to select and change carriers, and shall determine the manner and means by which the insurance benefits plan shall be implemented.
2. PPO I shall no longer be offered. In addition to the plans below, the Board will offer a minimum value plan to employees.

The BOE will contribute 85% of the premium for the HSA plan.

Pursuant to the Hardin County Schools Employee's Health & Welfare Benefit Plan Spousal Coverage Agreement, if an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any retirement plan, the spouse must enroll in such employer (or retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who is required to pay more than fifty percent (50%) of the single premium to participate in his/her 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 and enrolled in Medicare coverage.

Upon the spouse's enrollment in any such employer (or retirement plan) sponsored group insurance coverage that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete a submit to the Board of Education, 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 or any 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 coverages sponsored by the Board of Education. Additional documentation may be required. If an employee submits false information or fails to timely advise the Plan of a change in the spouse's eligibility for employer (or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure results in the Plan providing benefits to which the spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. 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 spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan.

In addition, if an employee submits false information, the employee may be subject to disciplinary action by the District, up to and including termination. If two spouses are employed by the District or if two spouses are employed in two different school districts in the Hardin County Schools Health Insurance Consortium, then these employees will be exempt from the Spousal Carveout.

Annual insurance plan elections are due to the Treasurer's Office on or before October 31 of each calendar year and premiums will be assessed accordingly starting January 1 of each calendar year.

3. Effective 1/1/14, HSA participants will receive a three thousand dollar (\$3,000) contribution by the Board to a family plan; and a one thousand five hundred dollar (\$1,500) contribution by the Board to a single plan.

However, HSA participants impacted by spousal carveout will receive a four thousand dollar (\$4,000) contribution by the Board to a family plan for each year impacted by spousal carveout. These contribution amounts will be prorated for employees who work less than full-time, and such proration shall be based on FTE. The Board contribution will be deposited in equal amounts three times per year (e.g. 1/3 of the respective contribution amount) with the first deposit in January, the second deposit in May, and the third deposit in September of each year, and will be deposited with the pay period capturing the 5<sup>th</sup> day of each of these three months.

Additional employee-elected HSA plan contributions withheld by way of payroll election will be deposited in the employee's HSA account with each pay cycle. It is the employee's sole responsibility to determine if such additional employee-elected HSA plan contributions are within annual guidelines established by the Internal Revenue Service. Employees may not make or receive contributions to the HSA referenced herein if they are already enrolled in Medicare Part A or B. In addition, employees who enroll in the HSA may not have a spouse who holds a Flexible Spending Account.

An employee hired after January 1 of a calendar year, who enrolls in the HSA plan will receive a pro-rated amount of the Board contributions for family or single plan as stated above. The pro-rated amount will be based on the number of months the employee is hired to work in the remaining calendar year divided by the respective contribution amount. The Board contribution will be deposited with the remaining contribution cycles in the calendar year that occur after the employee is hired, and will be deposited with the pay period capturing the 5<sup>th</sup> day of each of the remaining contribution months.

An employee who is enrolled in the HSA and who leaves employment during the calendar year for any reason will only receive Board contributions to the HSA for months actually worked during the calendar year. Such employee will not receive a Board contribution for a full month of the final month of employment if a full month is not actually worked by the employee. Rather, the Board contribution for the final month of employment will be prorated based upon the number of days actually worked in the final month.

4. The contribution amounts stated above will be pro-rated for all employees who are hired at less than the standard FTE for the position classification.

B. Vision Insurance:

The Board of Education will pay 100% of the premium cost for all employees. All employees hired July 1, 2011 or after, will have the Board share of their insurance premium(s) pro-rated based on the FTE of their position. For example, an employee hired for .50 FTE, will the employees share of the insurance premium, plus an additional .50 of the Board's share of the premium.

C. Dental Insurance:

The BOE will pay 80% of the premium cost for all employees. All employees hired July 1, 2011 or after, will have the Board share of their insurance premium(s) pro-rated based on the FTE of their position. For example, an employee hired for .50 FTE, will pay the employees share of the insurance premium, plus an additional .50 of the Board's share of the premium.

D. Life Insurance:

The Board shall pay one hundred percent (100%) of the premium cost for group term life insurance coverage in the amount of fifty thousand dollars (\$50,000) for each employee for the duration of the Agreement.

**ARTICLE 23**  
**SCOPE AND SEVERABILITY**

- A. This Agreement supersedes all previous oral and written agreements or practices between the Board and the Union and between the Board and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the employees covered by this Agreement.
- B. It is also agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to collective bargaining and that the Union expressly waives the right to submit any additional item for negotiations during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Board or any of its agents with violating in raising a grievance.
- C. In the event any of the provisions of this Agreement shall be declared illegal, only that provision shall be negotiated to comply with the law, and the remainder of the Agreement shall remain in full force and effect.
- D. This article shall not operate to bar negotiations over any subject or matter which the Board and the Union mutually agree to negotiate.

**ARTICLE 24**  
**CONTRACTS**

- A. Employees will be issued contracts as follows:
1. All employees new to the Upper Scioto Valley Local School District who are hired to begin working at the start of the school year shall receive a one (1) year contract. The contract shall cover one (1) full calendar year (twelve [12] months) from the initial date of employment. An employee hired after the start of the school year shall receive a contract for the duration of the school year as outlined in #2 below. The employee will then be eligible for a one (1) year employment contract. An employee must work one (1) full school year before being eligible for a two (2) year contract. After the

termination of the two (2) year contract if the employee is renewed, the employee shall be continued in employment.

2. Employees hired by the Board on or before October 31 of each year shall be considered to have worked the entire school year. Employees hired after November 1 each year will have such partial year considered as a probationary period, with the Board retaining the right to terminate the employee's service at any time during the period by Board resolution and notice to the employee. The employee shall not have the right to resort to the grievance procedure or any other legal avenues to challenge his/her termination during the probationary period.
  3. Employees hired on or before October 31 of each year will advance to Step 1 if their contract is renewed. Employees hired on or after November 1 each year will remain at Step 0 of the salary schedule until the end of their first full year of employment.
  4. Any aide who is non-renewed and returns to his/her former position or a similar position within the aide classification the following school year and worked at least 120 days in the previous school year shall advance one step on the salary schedule upon returning to service the following school year. Any aide who completes three (3) consecutive years of service in the aide classification shall be deemed to have met the service requirements to be continued in employment...
- B. The procedure described in Section A above shall supersede the procedures set forth in O.R.C. 3319.081 - 3319.083, and shall apply to employees hired during and after the 2007-2008 school year.
- C. The Board may non-renew the limited contract of an employee by giving him/her notice of non-renewal on or before the June 1 before the contract expires in accordance with O.R.C. 3319.081 - 3319.083.
- D. Contracts for custodians shall be for two hundred and forty-five day or two hundred and fifty-five day period, which shall be considered a twelve (12) month period for purposes of other provisions of this Agreement. Each custodian will work the contract days as determined by the administration through the scheduling process each contract year on or before August 1 of the ensuing contract year. The week of July 4 will be excluded in the work calendar.

## **ARTICLE 25**

### **CLASSIFIED EMPLOYEE EVALUATION**

- A. The Upper Scioto Valley Schools have a responsibility to strive for excellence in their programs and personnel. The manner by which personnel perform their duties and meet their responsibilities may determine the degree of success of school programs. The insight and growth of each staff member resulting from

participation in this evaluative process may be more significant than the process itself. Evaluation should be a continuous, cooperative enterprise between evaluatee and evaluator, and should be addressed to performance improvement. The results of this appraisal shall be kept in the employee's personnel file.

B. Evaluation Procedures:

1. The administration will evaluate employees at least on an annual basis and in the following situations:
  - a. first year employees in the District;
  - b. employees in a new job classification;
  - c. employees whose performance is deemed in need of evaluation.
2. Instructions:
  - a. Three (3) copies of this evaluation will be made. Copies go to the central office, employee and evaluator.
  - b. The evaluator will discuss the evaluation with the employee before the evaluation goes to the central office.
  - c. The employee will sign the evaluation to acknowledge receipt and a conference.

**ARTICLE 26**  
**SENIORITY**

Unless otherwise specified elsewhere in this Agreement, seniority shall be defined as the length of continuous service as a regular employee of the Board.

**ARTICLE 27**  
**SCHOOL EMPLOYEES' RETIREMENT SYSTEM (SERS) PAPER PICKUP**

- A. Consistent with the provisions of Internal Revenue Service Ruling 77-462, 81-35, and 81-36, effective for earnings after July 1, 1984, the Board shall pick up each employee's mandatory contributions to the School Employees' Retirement System of Ohio (SERS), provided that no employee's total salary is increased by such pickup nor is the Board's total contribution to SERS increased thereby.
- B. The dollar amount to be designated as "picked up" by the Board:
  1. shall equal the then-current percentage amount of the employee's mandatory SERS contribution;
  2. shall be credited by SERS as employee contributions under authority of Ohio Attorney General Opinion 82-097;

3. shall be included in computing final average salary;
  4. shall not be reported by the Board as subject to current federal and state income taxes;
  5. shall be reported by the Board as subject to city income taxes; and
  6. shall not be included in the calculation of an employee's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting employee-authorized credit information to financial institutions.
- C. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans.

**ARTICLE 28**  
**WORK RULES, POLICIES, AND PROCEDURES**

- A. The Union recognizes that the Employer or his designee has the right to promulgate work rules, policies and procedures, and to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs, and business.

Prior to implementing new or changed work rules, policies or procedures, the Employer will notify the Union by certified mail at least thirty (30) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Union will send a notice by certified mail to the Superintendent.

- B. If agreement cannot be reached on new or revised rules, policies or procedures, and the Employer implements the proposed changes, the Union may file a grievance if a conflict exists between this agreement and the newly implemented rules, policies or procedures. Said grievance may be filed by the Union at Step 3 of the grievance procedure.
- C. Notwithstanding the preceding sections, if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the seven (7) day notice or to bargain over it; however, the Employer may elect to do so, if time permits, without waiving their rights.
- D. Newly written work rules, policies or procedures applicable to bargaining unit employees will be posted or otherwise communicated to the affected employees in advance, provided the parties recognize that certain situations, for example an emergency or state or federal directive, may require that the Employer implement a change immediately.

**ARTICLE 29**  
**TRAINING AND EDUCATION**

- A. If accreditation, licensure, or certification requirements of a classification require continuing education or training, or if said requirements change during the term of this Agreement, the employee thus affected must meet all such requirements as soon as possible. If the employee does not meet the requirements of the classification, he/she may be removed from the classification, suspended without pay, or terminated at the discretion of the Board.
- B. Whenever an employee is required to attend work-related training sessions, he/she shall be given time off from work, with pay, to attend such programs, including any FLSA allowable travel time needed. Any reasonable cost incurred in such training shall be paid by the Board, provided the employee has been approved in advance by the Superintendent.
- C. Upon completion of the accreditation, licensure, or certification training, the employee agrees to remain employed by the District for a period of two (2) years. Should the employee voluntarily terminate his/her employment with the District prior to that time, the employee will be responsible for repaying the District for the cost of the training on a prorated basis.

**ARTICLE 30**  
**SEXUAL AND OTHER FORMS OF HARASSMENT**

- A. The Board of Education recognizes that a classified staff member has the right to work in an environment untainted by sexual or other forms of harassment or discrimination. Offensive conduct which as the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, discriminatory, or offensive working environment disrupts the educational process and impedes the legitimate pedagogical concerns of the District. Sexual and other forms of harassment will not be tolerated.
- B. Other prohibited harassment includes conduct, which as the purpose or effect of creating an intimidating, hostile, discriminatory, or offensive education environment on the basis of gender, religion, race, color, national origin or ancestry, age, disability, military status, and/or any other legally protected characteristic.

**ARTICLE 31**  
**LABOR/MANAGEMENT MEETINGS**

- A. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter, on a mutually agreeable day and time, the Employer and/or his designee shall meet with not more than four (4) representatives of OAPSE to discuss pending problems and to promote a more harmonious labor/management relationship.

- B. An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The names of those OAPSE representatives who will be attending shall be furnished by the OAPSE representatives. The purpose of such meeting shall be to:
1. Discuss the administration of this Agreement.
  2. Notify the OAPSE of changes made by the Employer which affect bargaining unit members of the Union.
  3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
  4. Disseminate general information of interest to the parties.
  5. Discuss ways to increase productivity and improve efficiency.
  6. To consider and discuss health and safety matters relating to employees.
- C. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**ARTICLE 32**  
**CALAMITY DAYS**

- A. Pursuant to ORC Section 3319.08.1, all non-teaching employees shall be paid for all regular work time lost at their regular rate of pay when the school is closed owing to an epidemic or other public calamity for the first thirty-five (35) school calamity hours (five (5) work days) per school year. (School calamity hours do not include declared delay or early release; see section C below.) Nothing in this division shall be construed as requiring payment in excess of an employee's regular wage rate or salary. All employees are required to work their regular scheduled hours at their regular rate of pay for all hours beyond the thirty-five (35) permitted school calamity hours (five (5) work days). This may require the scheduling of make-up hours as determined by administration in coordination with the school calendar.
- B. Except for those non-teaching employees who are expected to report for regular work on a calamity day, for any other employee who is required to work during any of the thirty-five (35) permitted school calamity hours (five (5) work days) said employee will be paid one and one-half (1½) times their regular rate of pay for all hours worked during the permitted thirty-five (35) school calamity hours (five (5) work days), but this pay will not be in addition to the employee's regular rate of pay for the calamity hours. For those non-teaching employees who are expected to report for regular work on a calamity day, they will receive one hour of flex or comp

time (if applicable) for every hour actually worked on a calamity day. Employees will work hours on calamity days as directed by their supervisor.

- C. On school days which are declared delayed or early release, all employees will report for duty and will work all hours as directed by their immediate supervisor, except for the custodian and maintenance classifications and will report for duty as per their regularly scheduled work day.

**ARTICLE 33**  
**BACKGROUND CHECKS**

- A. All new bargaining unit employees will be required to successfully pass a criminal background check, in accordance with H.B. 190 and R.C. 3319.39, prior to being employed by the Board and every five (5) years thereafter.
- B. All current bargaining unit employees must successfully pass a criminal background check, in accordance with H.B. 190 and R.C. 3319.39, prior to September 5, 2008, and every five (5) years thereafter.
- C. All costs associated with such criminal background checks shall be paid for by the employee, however, after two (2) consecutive years of service with the Board, employees will be reimbursed the total cost of such background check.
- D. Any employee refusing to submit to such background check, or any employee who has been previously convicted of or pleaded guilty to any of the offenses outlined in Revised Code 3319.39 shall be terminated from employment with the Board.

**ARTICLE 34**  
**DURATION OF AGREEMENT**

- A. The provisions of this Agreement establish certain rights and benefits for the Union and the employees which shall only be coextensive with the terms of this Agreement and these rights and benefits shall cease and terminate upon the termination date of this Agreement.
- B. This Agreement shall become effective upon signing, and shall remain in full force and effect through June 30, 2019.

**ARTICLE 35**  
**CAFETERIA EMPLOYEES**

Per the job descriptions adopted by the Board for cafeteria employees, cafeteria employees are required to perform cleaning functions within the confines of the cafeteria.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

UPPER SCIOTO VALLEY LOCAL  
SCHOOL DIST. Bd. OF EDUCATION

*Boy Bates*  
President

*Glenn A. Becker*  
Superintendent

*Stacy Hayes*  
Treasurer

*Del M. Ritt*  
Committee Member

\_\_\_\_\_  
Designated Representative

OHIO ASSOCIATION OF PUBLIC  
EMPLOYEES, LOCAL #668

*Vickey Parker*  
President

*Barbara Roeser*  
Committee Member

*David Golan*  
Committee Member

*Diane Krummery*  
Committee Member

**APPENDIX A  
CLASSIFIED EMPLOYEE WAGE SCHEDULE  
2016-2017**

The schedule below reflects as follows:

**For the 2016-2017 contract year: 2.5% increase on base inclusive of step, with a \$150 bonus paid to each OAPSE bargaining unit member in the November 20, 2016 payroll.**

2016-2017	Secretary & Custodian	Cafeteria & Aide	Bus Driver	Maintenance
0	\$14.28	\$11.95	\$15.62	\$16.65
1	\$14.64	\$12.25	\$16.01	\$17.07
2	\$14.84	\$12.40	\$16.24	\$17.27
3	\$15.04	\$12.56	\$16.45	\$17.48
4	\$15.24	\$12.66	\$16.68	\$17.68
5	\$15.44	\$12.86	\$16.90	\$17.89
6	\$15.64	\$13.02	\$17.12	\$18.09
7	\$15.85	\$13.17	\$17.34	\$18.31
8	\$16.04	\$13.33	\$17.56	\$18.51
9	\$16.25	\$13.48	\$17.78	\$18.72
10	\$16.45	\$13.63	\$18.01	\$18.92
11	\$16.65	\$13.80	\$18.22	\$19.13
12	\$16.65	\$13.80	\$18.22	\$19.13
13	\$16.85	\$13.95	\$18.45	\$19.33
14	\$17.05	\$14.10	\$18.68	\$19.54

**APPENDIX B  
CLASSIFIED EMPLOYEE WAGE SCHEDULE  
2017-2018**

**The schedule below reflects as follows:**

**For the 2017-2018 contract year: 2.5% increase on base inclusive of step.**

2017-2018	Secretary & Custodian	Cafeteria & Aide	Bus Driver	Maintenance
0	\$14.28	\$11.95	\$15.62	\$16.65
1	\$14.64	\$12.25	\$16.01	\$17.07
2	\$15.00	\$12.55	\$16.41	\$17.49
3	\$15.21	\$12.71	\$16.64	\$17.70
4	\$15.41	\$12.87	\$16.86	\$17.91
5	\$15.62	\$12.98	\$17.09	\$18.12
6	\$15.82	\$13.19	\$17.32	\$18.33
7	\$16.03	\$13.34	\$17.55	\$18.54
8	\$16.24	\$13.50	\$17.78	\$18.76
9	\$16.44	\$13.66	\$18.00	\$18.97
10	\$16.65	\$13.82	\$18.23	\$19.18
11	\$16.86	\$13.97	\$18.46	\$19.39
12	\$17.06	\$14.14	\$18.68	\$19.60
13	\$17.06	\$14.14	\$18.68	\$19.60
14	\$17.27	\$14.30	\$18.91	\$19.81

**APPENDIX C  
CLASSIFIED EMPLOYEE WAGE SCHEDULE  
2018-2019**

**The schedule below reflects as follows:**

**For the 2018-2019 contract year: 2.5% increase on base inclusive of step.**

2018-2019	Secretary & Custodian	Cafeteria & Aide	Bus Driver	Maintenance
0	\$14.28	\$11.95	\$15.62	\$16.65
1	\$14.64	\$12.25	\$16.01	\$17.07
2	\$15.00	\$12.55	\$16.41	\$17.49
3	\$15.38	\$12.87	\$16.82	\$17.93
4	\$15.59	\$13.03	\$17.06	\$18.15
5	\$15.80	\$13.19	\$17.28	\$18.36
6	\$16.01	\$13.30	\$17.52	\$18.58
7	\$16.22	\$13.51	\$17.76	\$18.79
8	\$16.43	\$13.68	\$17.98	\$19.01
9	\$16.65	\$13.84	\$18.22	\$19.23
10	\$16.85	\$14.00	\$18.45	\$19.45
11	\$17.07	\$14.16	\$18.68	\$19.66
12	\$17.28	\$14.32	\$18.92	\$19.88
13	\$17.49	\$14.49	\$19.15	\$20.09
14	\$17.49	\$14.49	\$19.15	\$20.09

## APPENDIX D

### Appendix B

#### UPPER SCIOTO VALLEY LOCAL SCHOOL DISTRICT CLASSIFIED EMPLOYEE EVALUATION FORM

Employee                      Evaluator  
Job Title                      Date of Evaluation

Code: 1 = Excellent 2 = Good 3 = Average 4 = Needs Improvement 5 = Unsatisfactory NO = Not Observed

#### Evaluation Elements:

- A. Attitude: Consider willingness to perform duties C does not question the need or purpose  
Acceptance of supervision Willingness to accept responsibility Courtesy toward fellow employees
- B. Knowledge of the Job: Consider knowledge of what to do and how to do it; ability to organize and schedule work load; knowledge of over-all goal of department
- C. Work Habits: Consider ability to work without constant supervision; industry; quantity and quality of work; care of equipment.  
Attendance and promptness Conduct on the job Adherence to Board policy
- D. Staff and Community Relations: Consider ability to work harmoniously with other employees.  
Use of tact Friendliness  
Confidentiality of materials and information

**Appendix B**

**Evaluator's Comments:** For items marked average or below, specify and list suggested corrective action to be undertaken. List other appropriate comments.

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**Employee Response:**

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**Evaluator's Signature Date**

**Employee's Signature Date** (Signing the evaluation does not indicate agreement, only that the document has been reviewed.)

