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**NEGOTIATED AGREEMENT**

**BETWEEN THE**

**MORGAN LOCAL SCHOOL DISTRICT**

**AND THE**

**OHIO ASSOCIATION**

**OF**

**PUBLIC SCHOOL EMPLOYEES**

**AFSCME/AFL-CIO AND LOCAL #51**

**JULY 1, 2016 THRU JUNE 30, 2019**

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**ARTICLE I**  
**RECOGNITION**

A. Recognition

The Morgan Local Board of Education, hereinafter referred to as the Board, recognizes the Ohio Association of Public School Employees/AFSCME Local #4/AFL-CIO, Local #051, hereinafter referred to as the Union, as the sole and exclusive Representative of the Non-Teaching personnel employed, or to be employed for the purposes of negotiation for the following combined Units: Bus Driver, Mechanic, Head Custodian, Custodian, Cafeteria, Cafeteria Manager, Secretaries/Aides, Head Maintenance, Maintenance, and any other positions negotiated and made a part of this contract, as defined in the Salary Schedule attached to this agreement. The following are excluded from the Bargaining Unit: Treasurer and the assistant Treasurers, EMIS Coordinator, Secretaries to the Superintendent, Administrative Assistant for Business, Coordinator of Federal Programs, Transportation Director, Secretary to Transportation Director, Psychologist's Aide, and casual day to day Substitutes.

B. Recognition of the Board

The Union recognizes the Board as the locally elected body charged with the control, supervision, and administration of public education in the Morgan Local School District and as the Employer of all School Employee Personnel of the School System.

C. Recognition of the Superintendent

The Union recognizes the Superintendent as the Chief Executive Officer and Primary Advisor of the Board.

D. Membership in Professional Organizations

The Board recognizes that Non-Teaching Employees have the right to join or not to join any organization for their professional or economic improvement, and membership in any organization shall not be required as a condition of employment.

**ARTICLE 2**  
**NEGOTIATING PROCEDURES**

A. Submission of Issues

No earlier than one hundred twenty (120) days prior to the expiration date of this agreement, and no later than ninety (90) days to the expiration of this agreement, either party may notify the other of a desire to commence bargaining. Such notice shall be in writing and directed to the Superintendent, if from the Union, and to the Union President, if from the Board of Education. Upon request of either party of a desire to commence bargaining, a mutually accepted meeting date shall be set. The parties shall have not more than fifteen (15) days following such request, to schedule a future date to commence bargaining. At the first meeting, an agenda for negotiations will be established. All issues proposed for discussion shall be

submitted, in written contract language, by the Union to representatives of the Board at the first meeting. Likewise, the Board representatives shall submit issues they wish to discuss, in written contract language, to the Union representative at the first meeting.

Upon written request, the Board or their designated Representative(s) shall meet with the Union Committee of up to six (6) members, for the purpose of affecting a free exchange of facts, opinions, proposals, and counter proposals, in an effort to reach mutual understandings and agreements. All parties are obligated to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.

Primary areas of negotiations shall be concerned with wages, hours, working conditions, fringe benefits, and in-service training.

B. Exchange Information

Upon request, the Board shall make available to the Union, and the Union shall make available to the Board, all available information to the issues under negotiations.

C. Consultants

The parties may call upon professional and lay consultants to assist in negotiations. A notice shall be given to the other party if consultants are to participate in the negotiation meetings.

D. Interim Reports of Progress

During the negotiations, Interim Reports of progress may be made to the Union by its Committee and to the Board by its Representatives.

E. News Release

Periodic progress reports may be issued during negotiations to the public, provided that any such release shall have the prior approval of all parties.

F. Permission to Caucus

During a negotiating meeting, either party shall be permitted to call for a recess for the purpose of consultation. The party requesting the caucus shall state the length of time desired and shall be mutually agreed upon.

G. Agreement

As items are agreed upon, they shall be reduced to writing and initialed by the Chief Negotiator for each party. Such initialing shall be construed as Tentative Agreement by both parties, subject to ratification by a majority of the Membership of the Union and the Board of Education.

If consensus is reached, it shall be reduced to writing and submitted to the Union for

their acceptance. If accepted by the Union, the Agreement shall then be acted upon at the next meeting of the Board of Education.

H. Impasse Resolution

1. In the event an Agreement is not reached by negotiations after full consideration of Proposals and Counter Proposals, either of the parties shall have the option of declaring an impasse.
2. Impasse is whenever the parties have stopped talking to each other at the negotiating table, or after many bargaining sessions have been held, and the position of the parties is such that they are unable to resolve negotiation issues.
3. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached by either party.
4. The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service. The Assigned Mediator shall have the authority to call meetings for the purpose of promoting and agreement between the parties.
5. The Mediator has no authority to recommend or to bind either party to any Agreements.

**ARTICLE 3**  
**AUTHORIZED PAYROLL DEDUCTIONS**

The Treasurer may be authorized in writing by each employee to make any of the following payroll deductions.

1. OAPSE Dues
2. Health Insurance
3. Annuities
4. Credit Union
5. OAPSE People
6. Direct Deposit – Mandatory for all new hires

Authorized payroll deductions shall continue indefinitely unless terminated in writing to the Treasurer.

Local Dues shall be deducted from the first pay in October and paid to the Local OAPSE Treasurer. The Board agrees to deduct Union Dues for every Employee and remit the Dues to the State Union Treasurer monthly together with a list showing the names of the Employees and the amount deducted.

Deductions of Union Dues shall be completed in nine (9) months or less from the time of the first deduction.

## Agency Shop

Each Employee covered by this agreement, who fails voluntarily to acquire or maintain Membership in the Union, shall be required as a condition of employment on or after the Probationary Period provided in the Agreement or sixty (60) days following the beginning of employment, whichever is less, or the effective date of this Agreement, whichever is later, to pay the Union a Fair Share Fee which shall not exceed the Dues paid by Members of the Union who are in the Bargaining Unit covered by this Agreement; provided that any Employee who has been declared exempt for religious convictions by the State Employment Relations Board shall not be required to pay said Fair Share Fee. However, such Employee shall pay, in lieu of such Fair Share Fee, on the same time schedule as Union Dues are payable, an amount of money equal to such Fair Share fee to a non-religious charitable fund exempt from taxation under Section 501 C (3) of the Internal Revenue Code, mutually agreed upon by such Employee and the OAPSE State Treasurer. Such Employee shall furnish to the Union State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject Employee to the same sanctions as would nonpayment of Union Dues under the Agreement.

In event of the Laws of Ohio governing Union security are changed during the term of this Agreement to permit other forms of Union security, the Employer agrees to meet with the Union, upon its request, for the purpose of negotiating a new Union Security Provision to be incorporated in this Agreement.

## **ARTICLE 4** **GRIEVANCE PROCEDURE**

### A. Definitions

1. A Grievance shall be defined as a dispute over the application or interpretation of the terms of the Negotiated Agreement, or working conditions, or the discipline or discharge of an Employee.
2. "Days" as used in this Section shall be defined as Monday through Friday, excluding Holidays.
3. Time limits contained in step III below shall be adhered to unless the parties mutually agree to extend the time limit.

### B. Rights

1. Employees who use the Grievance Procedure shall be assured freedom from restraint, coercion, discrimination, or reprisal for such action.
2. Employees shall have the right to Union Representation at all levels of the Grievance Procedure.

### C. Procedure

#### Step I

Employees should attempt to resolve disputes through informal discussions with the appropriate Supervisor(s), within fifteen (15) days of the alleged incident or knowledge of the incident or the Grievance is waived.

## Step II

If, as a result of the discussion, the matter is not resolved to the satisfaction of the Employee within five (5) school days, he shall set forth his complaint in writing to the Supervisor. The Supervisor shall communicate his decision to the Employee within five (5) school days of receipt of the written complaint.

## Step III

The Employee may appeal the Supervisor's decision to the Superintendent of Schools, within five (5) days. The appeal to the Superintendent must set forth the grounds upon which the Grievance is based. The Superintendent shall request a report on the Grievance from the Supervisor, shall confer with the concerned parties and, upon request, shall confer with the Employee or Supervisor separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed five (5) school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the Employee and the Supervisor, within five (5) days of receipt of appeal.

## Step IV

If the Grievance is not resolved to the Employee's satisfaction, he may request a review by the Board of Education, within five (5) days of receiving the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a Committee thereof, shall review the Grievance, hold a hearing with the Employee if requested, and render a decision in writing within thirty (30) calendar days.

## Step V

If, as a result of the disposition of the Grievance at Step IV the Employee is not satisfied with the outcome, the Union shall have the right to appeal the matter to binding Arbitration. A request for Arbitration shall be filed in writing with the Superintendent within five (5) working days from the receipt of the answer at Step IV. Within ten (10) working days of the receipt of the request for Arbitration the parties shall draft a joint request to the Federal Mediation and Conciliation Service or the American Arbitration Association for a list of Arbitrators. Upon receipt of the list, the parties shall meet and shall alternately strike the names of the Arbitrators until one (1) name remains and such person shall be chosen as the Arbitrator. The decision of the Arbitrator shall be final and binding on the parties.

The Arbitrator shall have no authority to alter, add to, or subtract from the terms of the Agreement.

The cost of the Arbitrator shall be shared equally by the Board and the Union.

**ARTICLE 5**  
**SENIORITY AND JOB BIDDING**

- A. Date of hire shall be used in determining an Employee's seniority. Seniority shall be used to determine:
1. Pay steps in a job classification
  2. Assignment to another center
  3. Shift preference
  4. Right to promotion
- B. System Seniority shall be defined as the uninterrupted length of service with the Board of Education from the most recent date of hire. Should two or more employees have the same date of hire, the tie shall be broken with the drawing of lots. The most senior member will be the one whose name is drawn first, etc. This lottery selection will be held at the Board meeting at which two (2) or more bargaining unit members are hired, and shall remain in effect until such time as there is a qualifying break in seniority, as defined in this agreement. The District Treasurer, or designee, will conduct the drawing. Seniority will be lost when a unit member retires, resigns, is discharged for cause, or otherwise leaves the employment of the Board.
- C. Job Posting and Bidding

Within ten (10) working days of the date any job vacancy within the Bargaining Unit becomes vacant or is created, the position shall be posted in each job location for a minimum of five (5) working days. The posting shall include hours to be worked, approximate starting and ending time, contract days, bus route number, and location. Job descriptions shall be kept on file. Employees shall apply in writing to the Superintendent or the Administrative Assistant. All applications for any posted position will be submitted on a form developed by the Administration. Failure to submit an employment request on the proper form will void any application.

In the summer months job vacancy notices will be mailed to employees who have requested them.

In awarding position or location assignment, the Board shall offer the position to the most senior bidder, in the same classification. Positions within the secretary/aide classification shall be offered to the most senior bidder who meets the minimum qualifications listed on the job description. If there are two (2) or more qualified bidders within the same classification, the position shall be offered to the Employee with the greater system seniority.

If there is no bidder for the same classification, the position shall be awarded to the bidding employee from another classification, who meets the qualifications with the most system seniority. Qualifications shall be defined as the qualifications set forward for the position and established by the Board Of Education.

A position which has been bid upon by a qualified bargaining unit member will be

awarded with an effective date listed on the notification letter from the day it is initially posted.

Once awarded, positions shall consist of essentially the same duties as those described in the original job vacancy notice. Should circumstances warrant an increase of two hours or more from the originally awarded number of hours, the position shall be posted and rebid in accordance with the provisions of this Article.

D. Job Replacement

At the time of resignation or retirement of a full-time bargaining unit member, the Board agrees to replace the member with one full time member when equal services are needed. However, the Board reserves the right to reduce the hours of a vacant position when the Superintendent or his/her designee decide services are not needed, or that funds are unavailable for that position. Said reduction will be applied to one person who replaces the vacating employee, and two or more part-time people will not be used to perform the duties of a present full-time position.

E. Extra or substitute work will be offered to employees on a rotating basis in the following manner:

1. Employees in the classification within the building in which the work exists, beginning with the most senior shall be offered extra or substitute work. However, the employee accepting the extra or substitute work will perform their regular contract job and the extra or substitute work will not result in the employee working overtime unless prior approval has been obtained from the Superintendent or her/his designee.
2. When extra work for extracurricular activities, such as facility rentals, after school events, athletic activities, etc., has been declined by all assigned building custodians, extra work may be offered to head custodians and custodians within the District. Both the head custodian and custodian classification will be merged for purposes of determining system seniority outside the affected building.
3. All custodians shall sign a form indicating whether they wish to work extra events in other buildings by July 1<sup>st</sup> of each year. A list, based on seniority, will be developed by the Transportation/Maintenance Administrator to be used to offer work as listed in para. 2 Any head custodian/custodian who wishes to accept extra work in another building must first display the ability to operate any equipment and/or machinery specific to the building where the extra work is to be performed. The head custodian/custodian may request training at another building, on his/her own time and at no cost to the District.

F. Long Term Substitute Work

1. Whenever it is believed that an employee will be absent from work for more than ten (10) days, employees in the same classification (District wide) who work less hours than the absent employee will be offered the opportunity to “move-up” and perform the job duties of the absent employee (excluding educational aides).

2. If no employee in the same classification “moves up” as provided in G.1. the qualified employees in the building (excluding educational aides), who are not members of the classification in which the work exists, will be offered the opportunity to “move up”, beginning with the most senior.

G. Reduction In Force

In the event it becomes necessary to reduce Classified Staff due to abolishment of position, lack of funds, lack of work, or building closures, the following procedure shall govern such reduction:

1. Attrition

Where known and where possible, the number of persons affected by a Reduction In Force (R.I.F.) will be kept to a minimum by not replacements insofar as practicable for Employees who retire or resign or whose contracts are not renewed for performance reasons.

2. Reduction Other Than By Attrition

To the extent that reductions are not achieved through attrition, reduction shall be achieved by layoff of employees according to the procedure contained herein.

When it becomes necessary to lay off employees for reasons as stated above, affected employees will be laid off in the reverse order of seniority, with the least senior employee laid off first.

The following classifications shall be used for the purpose of defining classifications in the event of layoff:

Cafeteria Cooks	Cafeteria Managers	Mechanics
Aides/Secretaries	Bus Drivers	Maintenance
Head Custodian	Custodians	

If an employee is affected by the layoff he or she may displace any less senior employee in the affected classification. If the displaced employee does not possess sufficient seniority to maintain a position within the classification, he or she may displace any less senior employee whose position he or she is qualified to perform based on system seniority. Any employee laid off or displaced by another reduced employee will have the right to displace any less senior employee in accordance with the provisions set forth in this article.

3. R.I.F. List

Employees laid off under this Article shall be notified in writing at least thirty (30) calendar days in advance and immediately be placed on a R.I.F. list. Employees non-renewed for performance reasons shall not appear on this list. No new Employees shall be employed in that classification while there are

persons on the R.I.F. list. Each notice of lay-off shall state the following:

- A. Reasons for the lay-off or reduction;
- B. The effective lay-off date;
- C. A statement advising the Employee of their rights of reinstatement from the lay-off.

4. Recall

An Employee whose name appears on the R.I.F. list shall be offered re-employment in order of system seniority when a position becomes available in the classification, or any other classification for which the employee is qualified. Written notice of such vacancy shall be sent by mail to the Employee's last known address. If the Employee fails to accept re-employment in writing, postmarked within ten (10) calendar days from the date said notification was delivered or attempted to be delivered, said Employee shall be considered to have rejected the offer and shall be removed from the R.I.F. list.

Each Employee shall remain on the R.I.F. list for sixteen (16) months from his or her last day of active service unless he or she fails to accept recall or waives his or her recall rights in writing. Employees who are recalled to, and accept a position outside the classification they held at the time of layoff, shall continue to accrue seniority for sixteen (16) months from their last day of active service and maintain bidding rights in their previous classification unless they bid and are awarded a position outside the classification they held at the time of layoff. An Employee who is recalled shall be credited with Sick Leave accumulation and Years of Service and Salary Schedule placement he/she had prior to reduction.

5. The basis for and determination by the Board to implement a reduction in force is not grievable.

**ARTICLE 6**  
**PROBATIONARY PERIOD**

New hired Regular non-teaching employees and per diem Employees shall serve a probationary period for not more than one hundred eighty (180) working days from their initial employment date.

A probationary discharge from employment is the sole and unilateral discretion of the Administration and shall not be subject to the Grievance Procedure. Article 6 shall take precedence over 3319.081 O.R.C.

Current employees promoted, assigned or otherwise transferred into a new job classification shall serve a probationary period of up to ninety (90) working days from the date of their initial employment in the new classification. The Building Principal shall meet with the employee within 45-60 days to discuss performance. If improvement is needed the employee will be given a minimum of 20 days on an improvement plan related to the job description,

before being reassigned to their former position and shift by the Superintendent. Current employees reassigned to their former position by the Board of Education or the Superintendent shall have the right to use the Grievance procedure.

Likewise, any current employee, after bidding to another position within their current job classification and determining the position is not what they expected, shall have five (5) working days to transfer back to the position they held prior to bidding on the new position. Any current employee, after bidding to another position, of a different classification, shall have five (5) working days to transfer back to the position they held prior to bidding on the new position. Working days will be determined by the official work calendar for the position. If bidding employee signs a waiver to this right, job that employee is leaving will be posted immediately, and filled as soon as possible.

## **ARTICLE 7** **DISCIPLINE AND SUSPENSION**

- A. Discipline will be to instruct as well as punish and will be progressive in nature while taking into account the seriousness of the violation. The severity of the discipline imposed may reflect factors such, but not limited to, an employee's prior disciplinary record and the severity of the misconduct. Certain offenses are serious enough to warrant suspension and/or discharge without regard to previous reprimands or discipline.

Penalties for disciplinary action are:

oral reprimands  
written reprimands,  
suspensions,  
dismissal.

Employees are entitled to Union representation at any disciplinary hearing. No Employee will be disciplined without a meeting with the Superintendent or designee. Notice of the hearing will be given to the local Union President and the Employee as soon as practical prior to the meeting. Such notice shall contain a statement of the allegation(s) of misconduct, a statement that the Employee has a right to Union representation, and the time and place such event took place, if known.

- B. Continuing contracts may be terminated by a majority vote of the Board of Education following the procedure outlined above. Such contracts may be terminated only for violation of written rules and regulations as set forth by the Board of Education or for in-competency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance.

Any non-teaching school Employee may terminate his/her contract of employment thirty (30) days subsequent to the filing of a written notice of such termination with the Clerk of the Board. (3319.081, O.R.C.)

The Board of Education shall give twenty (20) days notice of its intent not to re-employ at the expiration of the probationary contract, except in positions where continued employment would cause a danger to students (e.g. bus driver) where termination would be immediate. This twenty (20) day notice may be given at any point during the 180 days probationary period. The employee shall have twenty (20) work days from the point of notification not to re-employ.

## **ARTICLE 8** **JOB DESCRIPTIONS**

The Administration shall prepare for each job classification a job description consisting of the required qualifications, descriptions of duties, and responsibilities. Any desired change in these job descriptions after their adoption will be discussed with the Employee and his/her designated Representative. The Administration shall consult the Union to assist in establishing such job description.

## **ARTICLE 9** **EVALUATION**

A program shall be established to evaluate employee performance. It is understood that the evaluation process is intended to create improved services, provide a continuing record of service for each employee and serve as a means to assist in making decisions on assignments, promotions, transfers and reemployment. The Administration shall consult with the Union in establishing an evaluation program:

1. All classified personnel shall receive a minimum of one (1) formal personal interview and written evaluation of their job performance from their respective immediate supervisor, building administrator or central office administrator prior to June 1 of each school year. If an Employee is rated unsatisfactory or substandard, a written plan for improvement will be developed and given to the employee. The plan will include what is expected of the employee in order to raise the rating. Failure to improve may be grounds for discipline.
2. Classified employees, supervisors or school administrators may request that additional evaluations of a job performance occur at any time.
3. Written evaluations shall be recorded on approved Board forms.
4. The written evaluations shall be reviewed with the employees by the appropriate administrator or supervisor within 20 mutual working days of the evaluation.
5. The classified employee shall have the right to review his/her evaluation and shall have the right to attach written comments thereto, or through the Grievance procedure to have such evaluations stricken from their employee record.
6. The written evaluations shall be signed and dated by the parties involved. Such signature by the employee does not indicate agreement with the content of the evaluation but simply that the evaluation was received by the employee and that the employee received a copy. One copy of the evaluation shall be placed in the

employee's personal file. All employees new to the District shall be evaluated formally at least twice during the first year.

7. The establishment of an evaluation procedure shall not create any right or expectancy of continued employment.

#### **ARTICLE 10** **WORK WEEK**

- A. The normal work week for full-time Employees shall consist of five (5) days of eight consecutive hours within five (5) consecutive days, Monday through Friday.

A work week for less than full-time Employees will consist of five (5) days of less than eight (8) hours per day within five (5) consecutive days. It shall be the intent of the Administration to not have a split shift of any fashion, for less than full-time employees.

- B. The Board, through its Superintendent, retains the right to establish a work schedule other than Monday through Friday for new hires or a new position.
- C. Any time a bargaining unit employee is called out, the employee shall receive a minimum of two (2) hours pay at the appropriate rate. The call out will be entered on the employee's time sheet with the reason for the call out.
- D. An exception to the standard work week described above may be made when students are not in attendance, by allowing employees who work twelve (12) months per year to voluntarily work four (4) ten (10) hour days to accommodate the forty (40) hour work week.

It is understood that work sites that require more than one (1) employee will be maintained Monday through Friday. The Administration shall determine whether a Monday through Friday shall be worked at work sites that require a single employee. It is understood that paid leaves taken during such forty (40) hour period shall result in appropriate reduction in benefits (e.g. one (1) ten hour day equals one-and-one-fourth (1-1/4) eight hour days.).

- E. All employees working 6 or more consecutive hours shall receive a one-half (1/2) hour paid lunch period.

#### **ARTICLE 11** **EMPLOYEE CONTRACT YEAR**

Any employee must work at least one hundred twenty (120) days in any employment year (July 1 – June 30) before the employee will be considered to have been employed for a one year period under Section 3319.081 O.R.C.

## **ARTICLE 12** **PAY PERIODS**

All bargaining unit members shall be paid on the 15<sup>th</sup> and last day of each month. If a payday falls on a weekend or holiday the pay date will be moved to the previous day the District Office is open.

Effective July 1, 2016, all pay checks and direct deposit notifications will be mailed via the USPS or emailed to the employee's school email address unless the employee has previously provided, in writing, another email address.

Effective July 1, 2017, all direct deposit notifications will be emailed to the employees' school email address unless the employee has previously provided, in writing, another email address. The District shall not be liable for any breach of security or non-delivery to the employees' personal email accounts.

Employees hired prior to July 1, 2016 may elect, in writing, to receive the direct deposit notification by mail.

It shall be the responsibility of the employee to update their payroll information. Upon termination of employment or retirement the employee shall notify the Treasurer's Office and designate disposition of their final pay.

## **ARTICLE 13** **OVERTIME**

- A. All hours in excess of eight (8) hours per day, (ten summer days excluded) or forty (40) hours per week, in the Employee's primary classification shall be paid at the rate of time and one-half (1 ½) the Employee's regular rate of pay, except when extra hours per day are associated with calamity make-up time. See *Article 32, Calamity Day*. In the event an Employee chooses to work casual labor, or substitute for another classification, which results in the Employee working more than eight (8) hours per day or forty (40) hours per week, the overtime rate will be calculated at the classification rate of pay or a blended rate, whichever qualifies, for the assignment. The Superintendent, or his/her designee, must approve any work beyond forty (40) hours in a single week.

An exception will be made to the eight (8) hour per day requirement during the summer recess for those employees who are scheduled to work four (4) ten (10) hour days per week. In this case all work in excess of the (10) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1 ½) the employee's rate of pay.

- B. All Holiday and Sunday work shall be paid at double (2) time the Employee's regular rate of pay.
- C. All work performed by Employees on a Saturday shall be compensated at the rate of time and one-half (1 ½) the Employee's regular rate of pay except in the case of calamity make-up days. See *Article 32, Calamity Day*. This provision does not include Bus Drivers.

- D. Any time an Employee is called out, he/she shall receive a minimum of two (2) hours pay at the appropriate rate.
- E. When district cafeteria employees are catering (preparing and serving) a banquet, employees will be compensated at 1-1/2 times their regular rate of pay for all hours worked doing banquet services and double time for all banquet work performed on Sunday.

#### **ARTICLE 14 SICK LEAVE**

Each Bargaining Unit Employee of the Board of Education shall be entitled to Sick leave of one and one fourth (1 ¼) days per month of service, fifteen (15) days per year. Such leave may accumulate to a total of 230 days maximum.

Sick leave may be used by the Employee for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for illness, injury, or death in the Employee's immediate family. Sick leave may be taken in one-fourth (1/4) day increments.

Any employee missing work for five (5) consecutive days as a result of a medical problem, may be required to submit a statement from a physician stating that the Employee is physically and/or mentally capable of returning to work and performing the essential duties of the position they held prior to the medical problem. If a physician is unwilling to make such a statement, the employee shall be required to remain off work until a physician will submit such a statement. Following any emergency room visit or hospital stay the employee will be required to provide a full medical release to return to work signed by the treating physician.

If an employee has prior knowledge of a medical condition that is expected to require 10 or more days away from work, the employee will submit a medical letter/statement from their physician, stating the approximate date the employee may return to work. This statement shall be given to the employee's supervisor as soon as possible prior to the beginning date of the absence. The employee will also be required to present a full medical release to the employee's supervisor before the employee will be permitted to return to work after the absence. Any Employee taking sick leave for over thirty (30) days may be required to submit to an examination to determine the employee's ability to return to regular duty in accordance with their job description. This examination would be at no cost to the employee.

The Family and Medical Leave Act may be relevant for certain conditions and will be strictly adhered to by the Board.

For the purpose of this Sick Leave Policy, the immediate family shall include spouse, children, mother, father, sister, brother, and any other relative living in the home of the Employee. Sick leave usage of more than ten (10) days for the care of an immediate family member's serious health condition is not permitted except as covered under the Family and Medical Leave Act or as approved in advance by the Superintendent or designee.

Each Employee shall be allowed a minimum of five (5) days Sick Leave Credit per year. This is included in the maximum number of days per year, which may be accumulated. This, in effect, advances an Employee five (5) days of Sick Leave Credit at the beginning of each school year, provided that the Employee has less than five (5) days accumulated at that time.

For emergencies, or extra ordinary circumstances, the Administration shall have the discretionary authority to grant Sick Leave above the inclusions of this policy. The Employee shall state in writing the details of the case. In addition, the Administration shall give consideration to the length of service of the Employee in the school system and to the number of Sick Leave Days usually used per year by the Employee.

Deductions will be made from the Employee's salary for:

1. Day of absence due to foregoing causes in excess of the number of Sick Leave Days accumulated by the Employee.
2. Absence for reasons other than those stipulated in this Sick Leave Policy. These deductions shall be calculated by dividing the Employee's gross annual salary by the number of days in the Employee's duty year, thus arriving at a per-day deduction.

Deductions for Hourly Employees will be based upon the number of hours of work missed.

All adjustments in salary due to days used for Sick Leave in excess of those accumulated by the Employee and for absence for other reasons will be made by the Treasurer's Office upon certification of the Supervisor involved, on the semi-monthly payroll following such absence. In no case is the Employee to pay his or her Substitute.

#### BEREAVEMENT LEAVE

In the case of death in the immediate family, the bargaining unit member will be granted three (3) days paid leave to be used within ten (10) days of the date of death of the family member as defined below. At the discretion of the Superintendent, this period may be extended due to such extenuating circumstances as distance, or unusual family or personal responsibilities.

Absence for the first three (3) days of bereavement leave shall not be deducted from sick leave. In the event that the bereavement leave period is extended for more than three (3) days, and approved by the Superintendent or designee, the ensuing days absence will be deducted from the member's sick leave.

For the purpose of this leave, immediate family shall be defined as spouse, child, father, mother, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step child, step parent, step sibling, step grandchild, step grandparents and such relative not already listed who makes their home with the bargaining unit member and/or who stood in the place of a parent. For those relatives not covered under this leave, all other leaves shall be afforded to the employee.

**ARTICLE 15**  
**SICK LEAVE DONATION**

1. A committee comprised of the Superintendent or his/her designee, the President of the Union or designee, the Treasurer or designee, one administrator, and two (2) Union members chosen by the Union President, shall administer sick leave donations. The Committee shall develop the approved form and shall approve applications at its discretion using guidelines developed by the committee. A majority vote of the committee is required for approval of the application.
2. Bargaining unit members who have exhausted all of their paid leave accumulation, may request additional sick leave days be transferred to his/her leave account for a serious injury or catastrophic and debilitating illness, to themselves, their spouse, or children who reside with the employee.
3. A request form will be required to be submitted by the Union President or his/her designee and shall contain, at a minimum, the following information:
  - a. Name of the employee requesting the leave
  - b. Number of years employed by the school district
  - c. Classification and building assignment
  - d. Number of days needed based on supporting medical documentation
  - e. Reason for the need

Requests must be made as soon as the need is expected, but at a minimum five days prior to the beginning of the pay period when the days are needed by the employee.

4. The members shall be required to provide documentation to the Committee from the attending physician including, but not limited to, the estimated duration of the serious or catastrophic illness, schedule of treatment and follow up appointments and the need for the member to provide daily caregiving services to the spouse. Members will be required to provide a medical release stating he/she can return to their regular duties prior to reporting back to work for his/her own serious injury or catastrophic illness.
5. Approved bargaining unit members shall be granted up to a maximum of twenty (20) days from the Bank upon submission of proper documentation unless the member has already exhausted 180 days of sick leave. Members are only eligible for one (1) sick leave donation within a three (3) year period. The majority vote of the Sick Leave Donation Committee shall have discretionary authority to deviate from this policy. Once the request is made by the employee, the Union President or designee will issue a request for donations to the membership. Each member may donate no more than one (1) day per application for a maximum of four (4) days per fiscal year. Donation forms must be signed and dated by the donor. Original forms must be sent to the District Treasurer's Office to be processed with the applicable payroll. The Payroll Manager will deduct the number of donated dates from the donor and transfer those days to the affected member. The days donated will be deducted in the order that the donation form is received. If more days are donated than are required, those days will not be deducted or transferred.

6. Should the member need additional days beyond the initial request or enough days are not donated to cover the initial request, the member may request a second donation. The member shall be required to submit additional medical documentation prior to the approval of a second request. If approved by the Sick Leave Donation Committee, this request shall follow the same procedures as the initial request.
7. It is the member's responsibility to be aware of the pay periods and when they have exhausted their leave. Should the request for donations not be made in a timely manner to allow for the process to be completed within the applicable pay period, the Treasurer's Office has the authority to not issue pay (dock) for those days absent when no leave is available to the member.
8. The recipient of the donated sick leave days will not accrue (earn) additional sick leave days while receiving donated sick leave days. Donated days will not be used in the calculation of any applicable severance or balance transfer to another employer.
9. Absences due to alcohol and/or substance abuse of any kind shall not be considered appropriate reasons for application approval.
10. Members who qualify for disability shall be required to apply for disability retirement.
11. The decision of the Sick Leave Donation Committee is final and not subject to the grievance procedure. The Union will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the administration of the sick leave donation program.
12. The Sick Leave Bank covered under the previous negotiated agreement, July 1, 2013 through June 30, 2016, will be terminated without the redistribution of the days held within the bank.

**ARTICLE 16**  
**PERSONAL LEAVE**

Each Employee is entitled to days of paid Personal Leave per year in keeping with the following provisions:

1. Each employee will be entitled to 2 restricted days and 2 unrestricted personal leave days.
2. Personal Leave may not be taken the day before, or the day after a scheduled Holiday period or vacation except in any emergency situation where leave may be approved by the Superintendent or designee.
3. This leave shall be used only for the funeral of a friend, legal matters, religious holidays, or urgent personal business which cannot be conducted outside regular working hours, except the two unrestricted days which may be used for reasons left to the discretion of the employee.

4. Forty-eight (48) hour prior written notice and approval is to be obtained from the Superintendent or his/her designee. In an emergency situation the forty-eight (48) hour advance notice would be waived provided the Employee notified the Administration prior to the Leave. The Superintendent may deny Personal Leave if the District's operations would be impaired. Personal days may only be taken in one half (1/2) or whole (1) day increments.
5. Personal Leave without pay may be granted upon approval of the Superintendent.
6. An Employee using this Leave shall complete the Personal Leave Form, which shall require no other reason than any of the four (4) listed in section 3 of this Article.
7. Unused Personal Leave shall be converted to the employee's accumulated sick leave until the employee has reached the maximum allowable sick leave accumulation.

### **ARTICLE 17** **INCENTIVE PAY**

Each full time Non-teaching Employee shall be entitled to the following incentive bonus at the end of the school year if the following attendance is maintained during the year:

#### 250/260-Day Employees

- 0 Days Absent – 1.25% of gross wages for contract year July 1 through June 30.
- 2 Days Absent – .75% of gross wages for contract year July 1 through June 30
- 3 Days Absent – .50% of gross wages for contract year July 1 through June 30

#### All Other Classified Employees

- 0 Days Absent – 1.25% of gross wages for contract year July 1 through June 30.
- 1 Days Absent – .75% of gross wages for contract year July 1 through June 30
- 2 Days Absent – .50% of gross wages for contract year July 1 through June 30

### **ARTICLE 18** **OAPSE LEAVE**

Upon proper notification to the Administration, Employees shall be granted permission to attend the following professional meetings:

#### A. District OAPSE Meeting

A limited number of classified employees will be permitted to attend this annual meeting without the loss of pay, provided this is a workday for this employee.

B. Annual OAPSE Conference

The number of authorized Delegates, as prescribed under OAPSE State Constitution and By-Laws, will be permitted to attend without loss of pay for the required number of days.

**ARTICLE 19**  
**HOLIDAYS**

All Bargaining Unit Employees who are employed on an hourly basis shall be paid with time off from work at their regular rate of pay for the following Holidays

All Classified Employees:

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Labor Day	Veterans' Day
Thanksgiving Day	The Friday after Thanksgiving	Christmas Day

In addition to the above referenced holidays 250 and 260 contract day employees shall be paid with time off from work at their regular rate of pay for the following holidays:

Good Friday	Independence Day	Christmas Eve
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If a Holiday falls on a Saturday, it shall be celebrated on the preceding Friday. If a Holiday falls on a Sunday, it shall be celebrated on Monday. By mutual agreement the Friday/Monday may be changed.

**ARTICLE 20**  
**VACATION**

A. All full-time Non-teaching School Employees who are in service for not less than eleven (11) months in each calendar year shall be entitled to the following Vacation with pay:

1-7 years of service	-	10 days per year
8 years of service	-	11 days per year
9 years of service	-	12 days per year
10 years of service	-	15 days per year
11 years of service	-	16 days per year
12 years of service	-	17 days per year
13 years of service	-	18 days per year
14 years of service	-	19 days per year
15 years of service	-	20 days per year

B. Employees entitled to vacation shall be allowed to schedule up to one half (1/2) of vacation time earned at any time during the year. Vacation time will be calculated to the nearest half day. Vacation may be taken in half (1/2), or whole (1) day increments. Should an Employee use vacation during the summer while working in a ten-hour position one and one-quarter days will be counted.

Eligibility for vacation shall be determined on the anniversary of employment year (July 1 – June 30) and may be taken at a time approved by the Superintendent or designee. Vacation requests must be submitted to the Employee's immediate supervisor, approved by the Superintendent or designee, and the Employee notified of the approval prior to taking such leave. Vacation may be denied by the Superintendent or designee when more than one employee from each classification in a particular building or location request vacation for the same date, and the operations of the building would be hindered. In the event of conflicts of scheduling vacation arises, the Employee with the most system seniority shall have preference for vacation scheduling.

- C. The Board agrees to let employees in multi-custodial buildings to work out a vacation schedule over Holiday periods. The schedule shall be subject to Administrative Approval, and must place a custodian in the building no less than one fourth (1/4) day.
- D. Paid vacation does not accumulate from one year to the next. However, if vacation time is denied by the Superintendent or designee for any reason listed in Section B, holdover vacation time will be granted by the Board of Education upon the recommendation of the Superintendent.
- E. Should there be a conflict in the scheduling of vacation, the employee with the most system seniority will be entitled to his or her preference.

## **ARTICLE 21**

### **SEVERANCE PAY**

- A. Each Employee retiring from the Morgan Local School District, and who has been employed by the Morgan Local School District for a minimum of ten (10) consecutive years at the time of retirement and who meet the qualifications for retirement set forth by the State Employees Retirement System shall at the time of their retirement be compensated for the value of their accrued but unused sick leave as defined below.
- B. Severance allowance shall be the value of accrued but unused Sick Leave, limited to twenty-five percent (25%) of accrued Sick Leave. The maximum severance shall be the following: 55 days maximum  
  
Compensation shall be based on the Employee's daily rate of pay at the time of retirement, exclusive of overtime or supplementary pay. Payment under this provision shall be considered to eliminate all Sick Leave Credit accrued by the Employee with such payment being made only once to any Employee. The amount shall be paid in lump sum to the Retiree within thirty (30) days of retirement.
- C. Eligibility for compensation extends only ninety (90) calendar days beyond the last paid day of service and upon retirement from the Morgan Local School District.

Application for severance pay shall be made through the Office of the Treasurer on

forms furnished by the School District. Documentation or retirement from the appropriate Retirement System is required.

This policy is pursuant to the authority of Section 124.391 of the Ohio Revised Code and shall be subject to interpretations and/or limitations which may be imposed by either the Attorney General of Ohio, the State Auditor of Ohio, and/or a recognized Court of Law.

D. S.E.R.S. Pick-Up Through Salary Reduction

1. Effective July 1, 1992, the Treasurer is hereby authorized to contribute to S.E.R.S. in addition to the Board's required contribution, an amount equal to each employee's contribution (currently 9%) in lieu of being paid by each Employee through a salary deduction and forwarded to S.E.R.S. by the Treasurer on behalf of each Employee. The amount contributed by the Board on behalf of each Employee shall be treated as deferred salary otherwise payable to such Employee in cash before the S.E.R.S. deductions and taxable by Federal and State Governments.
2. The Treasurer is also directed to prepare and distribute an addendum to each affected Non-Classified Employee's contract consisting of:
  - A. That Employee's contract salary is being restated as consisting of:
    1. a cash component, and
    2. a "pick-up" component, which is equal to the amount of the Employee's contribution being "pick-up" by the Board on behalf of the Employee.
  - B. That the Board will contribute to S.E.R.S. an amount equal to the Employee's required contribution to S.E.R.S. for the account of each Non-Certified Employee; and
  - C. That Sick Leave, Personal Leave and Severance Pay shall be calculated upon both the cash salary components and "pick-up" component of the Employee's restated salary. All subsequent contracts and salary notices for those affected Non-Certified Employees shall include the provisions of this addendum.
3. The Board's total combined expenditures for each affected Non-Certified Employee's total contract salary payable in accordance with this Section (including "pick-up" amounts) including its Employer contribution to S.E.R.S. shall not be greater than the amount the Board would have paid for each affected Non-Certified Employee had this section not been included in the Agreement.

4. The Treasurer shall compute and remit its Employer contribution to S.E.R.S. based upon total contract salary, including the “pick-up”. The Treasurer shall report for Federal and Ohio Income Tax purposes as an Employee’s gross income, the Employee’s total contract salary less the amount of the “pick-up”. The Treasurer shall report before Municipal Tax purposes the Employee’s total contract salary including the amount of the “pick-up”.
5. Each affected Non-Certified Employee shall assume all responsibility of compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the “pick-up” in combination with other tax deferred compensation plans in which he/she may be participating.
6. The Board and Treasurer shall be held harmless in the event the above “pick-up” provisions are nullified by subsequent IRS rulings, Ohio Attorney General Opinions, a Court of Competent Jurisdiction, or other governing regulations or laws and this Section of the Agreement shall be declared null and void.

**ARTICLE 22**  
**BUS DRIVERS**

- A. There are times when Bus Drivers are detained on their routes for extended periods of time. This may result because of breakdown, accident, unusual weather conditions, or some other set of unusual circumstances. When one (1) of the above situations occur, the Driver will be compensated at his/her hourly rate for all time in excess of their regular time.
- B. Each route shall be a minimum of seven (7) hours. This time shall be calculated from the first pick-up to the last drop-off locations and shall include the one half (1/2) hour set forth in paragraph C below. (Special Education routes are excluded from the seven (7) hour guarantee).

Should a permanent change (child move-in or move out, prolonged construction, etc.) cause a change in the driver’s time, he/she shall have the responsibility to notify administration. If there is more than a fifteen minute change in the excess of the seven (7) hours set forth in subsection B during any route, the driver shall submit a time sheet to the transportation director.

Individual special education route times will be calculated using a time verification worksheet completed by the driver for a period of ten (10) work days, at the beginning of every school year. The special education driver will be guaranteed this route time for the then current school year unless a permanent change, as defined above, is reported to the Transportation Director. If the driver drives in excess of fifteen minutes more than the guaranteed time on an occasional basis, the driver shall submit a time sheet to the transportation director to be paid on an exception basis.

The driver has the responsibility to notify the administration of the change in time. Once a permanent change is reported by the driver, a new time verification worksheet will be completed and the guaranteed route time will be revised.

C. Bus Drivers shall be paid one-half (1/2) hour per day at their regular rate of pay to pre-trip, fuel and clean their buses.

D. Extra Trips

1. During the first two weeks of school each year, all bus drivers shall sign a form indicating that they wish to take or not take extra trips.
2. An extra trip list will be developed by the Transportation Supervisor from the list of drivers indicating a desire to perform extra trips. This list will be developed on the basis of classification seniority, both district and attendance area.
3. The Transportation Supervisor will keep a bus trip check-off list beginning with the first trip granted and ending with the school year.
4. Drivers will be paid at their regular rate of pay for Field trips and twelve dollars (\$12.00) per hour for Activity trips.
5. The trips will be offered to the driver on the list with the most seniority in each attendance area for elementary trips, and system seniority for high school trips. Trips shall be offered to drivers, in rotation, based on the day of the trip and seniority, subject to paragraph 7 below. This process will be repeated until every driver has either taken a trip or turned one down. Turning down a trip will be treated as accepting a trip for the purpose of exhausting the seniority list. When no contact is made with the driver, the driver is to stay on the same spot on the list.
6. If all drivers in the attendance area refuse the same trip, and if time allows, the trip will be offered in adjacent attendance areas. If all drivers refuse the same trip, then the trip may be given to a substitute driver. If no substitute driver is available, at the discretion of the Superintendent or designee, the trip may become a mandatory assignment, beginning with the driver with the least seniority.
7. Regular route drivers will be offered trips, excluding FFA, that do not conflict with their regular route. The only exception will be that a driver may give up a regular route to take an out of county field trip; excluding FFA, if a substitute driver can be secured to drive the employee's regular route

E. Extra Work

Any extra work of a non-skilled nature in the Transportation Department shall be rotated as equally as possible among the Regular Bus Drivers who express interest.

F. Regular drivers will be paid additional time, at their hourly rate for all time required at meetings including: discipline, discipline appeals, routing, conferences with parents, principals and other Administrators. The in-service days are already paid workdays, and are not included in the computing of additional time.

- G. In the event of an emergency, or situation where the spare buses are all out, or are all being used, the driver will make every effort to cooperate with the Transportation Supervisor in getting the bus to the most advantageous location, whether it be the garage, or a substitutes residence.
- H. In the event a regular contract driver is going to be absent for an extended period (10 or more days), due to sickness, disability leave, or worker's compensation, another contract driver from another route, who has less than a five hour route, shall be given the option of assuming the other driver's hours and route during the extended leave. In the event that this occurs, the driver assuming another driver's route shall be paid at the assuming driver's hourly rate of pay and salary step. System seniority shall be used to determine which driver is assigned, in the event there is more than one short hour contract driver.

**ARTICLE 23**  
**BUS MECHANICS**

- A. Bus Mechanics shall receive a tool allowance of Five Hundred Fifty Dollars (\$550) annually. Additionally, any tools owned by Mechanics which are broken in the performance of Board duties shall be replaced by the Board.
- B. The Board will agree to the following language:

The Board will insure the Mechanic's personal tools kept at the garage and used to perform his/her daily responsibilities. Said tools will be insured against theft, loss, and/or damage due to fire, flood, or other catastrophe. Said coverage shall be in the amount submitted by the Mechanic as verified through a list revealing the name, purchase price, and purchase date of each tool.
- C. The Board will purchase the necessary special tools needed when make or model of buses change. These special tools will become property of the school district and will be approved by the Administrative Assistant for Business.

**ARTICLE 24**  
**JURY DUTY**

Members required to serve on Jury Duty shall submit to the Treasurer a copy of the Summons. Members so required to serve shall be excused from work and shall receive their regular daily rate of pay. Any Employee who receives a Subpoena to a Court of Competent Jurisdiction shall be allowed to honor that Subpoena and shall not suffer any loss in pay.

**ARTICLE 25**  
**HOSPITALIZATION, SURGICAL AND MAJOR MEDICAL INSURANCE**

The Board shall provide a comprehensive deductible major medical insurance plan based upon current health care coverage.

Employees who work twenty (20) or more hours per week will qualify for these benefits.

The Board of Education, at its discretion, may implement a NETWORK OPTION PLAN as long as the deductible and total out-of-pocket cost remains the same for each bargaining unit member. No change in plan will decrease the level of benefits below the level provided by the current plan.

The Board will request the President of OAPSE to name three members to the Insurance Committee.

**ARTICLE 26**  
**INSURANCE BENEFITS**

The Board of Education shall provide the following insurance benefits for eligible bargaining unit members:

A. Health Insurance

The Board shall provide comprehensive major medical coverage. The Board shall pay 85% of the single premium and 85% of family premium.

Effective July 1, 2016 married employees will be charged the following premium for a family plan when both spouses are employed by the district:

FY17 – Full single premium plus 34% of the difference between the family and single premium.

FY18 – Full single premium plus 67% of the difference between the family and single premium.

FY19 and beyond – Full family premium 100%

Schedule of Benefits

	<u>Eligibility</u>
Dependent Age	As required by the State of Ohio or Federal law.
Maternity	all covered persons
Preexisting Period	none

Schedule of Benefits: The following is a brief summary which may change in accordance with Federal or State Law.

## COMPREHENSIVE MAJOR MEDICAL

### Hospital Services

Pre-admission testing  
Semi-private room  
Anesthesia  
Out-patient services  
Physician Services  
Surgery  
Medical Care Visits  
New Infant Exam

### Therapy Services

Radiation  
Chemotherapy  
Dialysis treatment  
Inhalation  
Speech  
Occupational  
Out-patient physical therapy

Office Visits – Co-pay \$20.00

Urgent Care Facility – Co-pay \$35.00

Emergency Room – Co-pay (not admitted to hospital) \$100.00

Emergency Room – Co pay (admitted to hospital) none. Charges apply to deductible and co-insurance.

The institutional charge for use of the Emergency Room in a non-emergency will be applied to the deduction and co-insurance.

### Emergency Accident and Emergency Medical Care

#### Maternity and Nursery Care

#### Ambulance

Well-Baby Care and Immunizations up to 12 months of age

#### Blood

#### Diagnostic Services

X-ray and radiology services

Laboratory services

One Pap test per calendar year

#### Durable Medical Equipment and Prosthetic Devices

#### Home Health Care

#### In-Patient Psychiatric and Substance Abuse Care

#### Hospice

#### Out Patient Psychiatric Care

#### Out Patient Substance Abuse Care

#### Human Organ Transplant

#### Physical Medicine and Rehabilitation Services

#### Private Duty Nursing

Prescription Drugs

Retail co-pay

Generic \$5.00

Brand name \$20.00

MAIL ORDER PRESCRIPTIONS

A prescription drug mail order program for a ninety (90) day supply (Generic Driven)

Generic co-pay \$10.00

Brand name co-pay \$40.00

Wellness Benefit added to Deductible/Co-insurance

Hearing aids \$1,250 maximum every four years

Skilled Nursing Facility

Deductible Calendar Year

1. Individual = \$500.00 In Network
2. Individual = \$1,000.00 Out of Network
3. Family = \$1,000.00 In Network
4. Family = \$2,000.00 Out of Network

Calendar Year Co-Insurance

1. Individual In Network = \$750.00
2. Individual Out of Network = \$1,500.00
3. Family In Network = \$1,500.00
4. Family Out of Network = \$3,000.00

Maximum Employee Out-Of-Pocket (Deductible Plus Co-Insurance)

1. Individual In Network = \$1,250.00
2. Individual Out of Network = \$2,500.00
3. Family In Network = \$2,500.00
4. Family Out of Network = \$5,000.00

Maximum Benefit \$2,000,000.00

Dental

The Board of Education shall pay the premium for Oasis Trust 16SR&C or a comparable plan.

Maximum Benefit each Calendar Year for Class I, II, III Services  
\$1,000

Lifetime Maximum for Orthodontic Services per person  
\$1,250

Individual Deductible \$25.00

Family Deductible \$75.00

Percentage of Payment Reasonable and Customary Charges for covered dental expenses:

- Class I 100%
- Class II 80%
- Class III 50%
- Class IV 60%

Life Insurance

The Board of Education shall provide \$30,000.00 base and \$30,000.00 Accidental Death Benefits Insurance Per member.

Vision Insurance

The Board of Education shall provide a Vision Insurance Plan. The Plan will include the following provisions:

Exam, lenses, and frames every twelve (12) months. Full coverage for necessary contact lenses; \$80.00 cosmetic lens allowance.

No deductible on exam or materials.

The Board pays 100% of the premium for single coverage. Individual may choose to pay the difference between single and family plan for family coverage.

The District shall provide a Section 125 Plan, so long as no additional cost is incurred by the Board.

**ARTICLE 27**  
**HEALTH AND SAFETY**

A Health and Safety Committee shall be established with each party allowed up to three (3) persons on such Committee. Either party may request that a meeting of the Committee take place and shall have the right to raise any health and safety issue.

**ARTICLE 28**  
**WORKERS COMPENSATION**

All Employees covered under this agreement are protected under the Worker's Compensation Act of Ohio, in case of injury or death incurred in the course of, or arising out of, their employment. The Employee shall have the option to use sick leave, or file for Temporary Total Disability under the Act.

An injured Employee drawing sick leave benefits may wish to change and receive temporary total compensation. They should notify the District in writing of their election to stop using sick leave benefits and obtain from the District a written statement as to the dates the sick leave was paid. The Employee then files this statement along with a completed C-84 from the attending physician, with the Bureau of Worker's Compensation, and a letter asking for temporary total compensation to begin on the next day sick leave benefits conclude.

Any Employee who is on a Worker's Compensation Leave shall be entitled to Board payment of all Insurance set forth in this Agreement for up to one (1) calendar year, and shall retain the right of recall to his/her job for the duration of said leave.

An Employee who is on an allowed Worker's Compensation Leave shall continue to accrue Sick Leave and Vacation Leave as if they were in regular pay status, for up to one (1) calendar year.

Language for the Worker's Compensation Transitional Return to Work Program will follow all current rules and regulations under the Worker's Compensation Act of Ohio.

**ARTICLE 29**  
**SECRETARY/AIDES**

Secretary/Aides primarily assigned to the school office shall not be responsible for supervising In-School Suspension.

**ARTICLE 30**  
**CUSTODIAL**

In multi-custodian buildings, regularly assigned custodians shall be given the opportunity to substitute for the head custodian when absent prior to the Board securing a substitute during the regular school year. Regular custodians requesting to substitute shall be assigned on the basis of greater system seniority in each building. Regular custodians assigned to substitute for the head custodian shall only work the head custodian's shift but will be paid the head custodian's hourly rate of pay at the regular custodian's salary step. Substitutes will be secured to perform the duties of the regular custodian for the head custodian.

**ARTICLE 31**  
**CAFETERIA**

In all cafeterias, regularly assigned cooks shall be given the opportunity to substitute for the Cafeteria Manager in the assigned buildings, prior to the Board securing a substitute. Regular cooks requesting to substitute shall be assigned on the basis of greater system seniority in each building. Cooks assigned to substitute for the Cafeteria Manager shall work the Manager's shift, but will be paid the Manager's rate of pay at the regular cook's salary step. A substitute will be secured to work the regular cook's hours.

**ARTICLE 32**  
**CALAMITY DAY**

- A. In the event an emergency is declared by the Governor, or any law enforcement officer, stating that the roads are in such a condition as to make traveling hazardous, no employees shall be required to report to work, and no loss of benefits or wages shall occur. The Administration and Union will work together in assuring that all buildings and equipment are protected from harm due to the adverse weather conditions to the best of their ability.

1. Employees will be required to make-up their individual contract hours/days for all calamity days when school is not in session, with the exception of emergencies declared by the Governor, the county Sheriff, or local police chief, including level three (3) snow emergencies.
2. Make-up days worked under this provision, as approved by the Superintendent or designee, will not exceed the number of days previously missed due to calamity related events.
3. All employees must declare their intentions to their Building Principal or Transportation Director by November 2<sup>nd</sup> of each year as to how they wish to complete the required make-up days on forms provided by the Treasurer's Office. Building Principals or Transportation Director must approve the amount of time requested and will assign duties within their specific buildings. Original intent forms will be submitted to the Treasurer's Office no later than November 6<sup>th</sup>.
4. The Bus Drivers must sign up by November 2<sup>nd</sup> of each year to make-up time on calamity days in the Transportation Department or any building. Sign-up sheets will be available at the bus garage. Building Principals or the Transportation Director must approve the amount of time and will assign duties within their specific buildings. The Transportation Director will coordinate and verify the time worked in any building as well as time worked in the Transportation Department.
5. For the first five calamity days and any additional calamity day that does not require student attendance, employees are to follow the intent forms (as noted in subparagraph 3. and 4. above), or perform assigned duties as designated by the Superintendent to complete their contract hours. They will perform duties associated with their classification or duties assigned by the Building Principal, the Transportation Director, or the Superintendent.
6. If the employee is not able to work the calamity day, they may request up to four (4) days personal leave, three (3) days sick leave, or leave without pay (docked days). Additional leave will be at the discretion of the Superintendent.
7. Leave increments remain at  $\frac{1}{4}$  day for sick leave and  $\frac{1}{2}$  day for personal leave.
8. When a calamity day occurs that requires a make-up day by the students, 9 (nine) month employees are not to report to work but will follow the designated contingency plan approved by the Morgan Local Board of Education, at the Superintendent's discretion.
9. If  $\frac{1}{2}$  hour is added to the student school day, the following make-up requirements will apply for 9 (nine) month employees:
  - a. Bus Drivers who have been previously approved to work in the Transportation Department or a building will be permitted to make-up no less than 2 (two) hours per day and no more than 5 (five) hours per week.
  - b. Bus Drivers will be permitted to take leave, or add a maximum of 5 (five) days at the end of the school year. More days may be approved by the Superintendent, if needed.

- c. Cafeteria Managers, Cooks, and Secretary/Aides will work the additional ½ hour per day, until the calamity day(s) have been made up. (Bus Drivers and 8 (eight) hour employees do not have this option due to their schedules.)
  - d. Employees who are contracted for 8 (eight) hours per day will work the calamity day, request leave, or request to add a maximum of 5 (five) days at the end of the school year. More days may be approved by the Superintendent, if needed. The addition of ½ hour per day is not permitted unless specifically approved, in advance, as overtime by the Superintendent or designee.
10. It is understood that any additional time performing make-up duties per day will not be considered in the calculation of daily overtime as listed in Article 13, Para A. of the negotiated agreement. Employees are not permitted to work in excess of forty (40) hours per week, inclusive of make-up time, without the prior approval of the Superintendent or designee.
  11. If an employee must miss working ½ hour extra, as defined in para 9. c. above, the extra time will be added to the next consecutive day at the end of the make-up day work schedule. Employees will be provided with an individual time sheet, separate from their contract time sheet, to record the hours that have been made up in accordance with para 9 above. This separate time sheet will be approved by the Building Principal or by the Transportation Director each pay period and a copy will be submitted to the Treasurer's Office with the semi-monthly payroll. Once the total number of scheduled make-up hours has been completed, the employee's original time sheet will be forwarded to the Treasurer's Office. A separate time sheet will not be required unless the employee is working extra hours per day.
  12. Professional development activities may be used to offset calamity days if approved in advance by the Superintendent or designee.
  13. Employees understand they may be subject to assignments outside their classification in order to complete their make-up days.
- B. If Saturdays are needed as make-up days, the compensation will be regular pay for hours worked at time and one half (1 ½), if the individual exceeds forty (40) hours in that week, less the amount of pay already received for the actual calamity day.
  - C. If Holidays are needed as make-up days, the compensation will be double time for hours worked, less the amount of pay already received for actual calamity day.
  - D. At the discretion of the Superintendent, if 250/260 day employees are required to work a Holiday make-up day they will be compensated at double time their regular pay for hours worked.
  - E. If Saturdays are needed for make-up days, and if an extra trip has been approved by the Superintendent for that Saturday, bus drivers will be given the opportunity to drive the extra trip (in normal rotation of seniority), if a substitute driver can be

secured for the bus driver's route. The compensation will be regular pay on a Saturday make-up day or time and one half (1 ½) if the employee exceeds forty (40) in that week, less the amount of pay already received for the actual calamity day. A bus driver who elects to take a trip and does not drive his/her route will be compensated for the net difference between the route, the trip, and the amount previously paid for the actual calamity day.

- F. These make-up day options are at the discretion of the Superintendent or designee and do not eliminate the addition of make-up days at the end of the school year if required.

### **ARTICLE 33** **MISCELLANEOUS PROVISIONS**

A. Medication

Any Bargaining Unit Employee who is required to dispense prescribed medication to students shall be paid:

One dollar (\$1.00) per day per student for oral, nasal, topical, eye, ear, inhalants (hand-held) routes of medication administration and for monitoring and documentation of finger stick blood sugar and student-administered insulin.

Five dollars (\$5.00) per occurrence for rectal, enteral tubes, inhalants (nebulizers and aerosols), and injection routes of medication administration.

Seven dollars (\$7.00) per occurrence for urinary catheterization.

B. Condition of Employment

The Board will reimburse a Bargaining Unit Employee in full for the cost of any licensing requirements or any fee spent by an Employee as a condition of continued employment at their present position.

The Board agrees to provide Unit Employees sufficient training to obtain any required license.

C. Summer Work

All school year Bargaining Unit Employees shall be eligible for summer work. Before any other Employee receives summer work which is non-teaching related, school year Bargaining Unit Employees shall be offered the work by system seniority.

D. Uniforms

The Board will supply Uniform Service for the mechanics, and maintenance personnel. Maintenance personnel, and mechanics will be required to wear uniforms unless mutually agreed should the employee request to not wear the uniform. If an employee is not required to wear the uniform, they are not compensated in the amount that the Board would have expended.

- E. Mechanics, head custodians and custodians shall receive a boot or shoe allowance in the amount of \$100.00 each year.
- F. Maintenance employees shall receive a tool allowance in the amount of \$250.00 each year.
- G. The Board will pay 50% (fifty) percent of the cost of prescription safety glasses every two years for the following classifications:

Head Custodian	Maintenance
Custodian	Mechanic

**ARTICLE 34**  
**WAGES**

The Base Salary Schedule is revised per the attached incremental increases. Year one percentage increases will be applied to the revised base.

Wage scales to be increased, and employees to receive the following across the board wage increase:

Effective July 1, 2016	3.00%
Effective July 1, 2017	3.50%
Effective July 1, 2018	3.00%

Bargaining unit members, employed as of July 1, 2016, will receive a one-time payment of \$50.00 on July 15, 2016 pending approval by the Board of Education of the negotiated agreement effective July 1, 2016 through June 30, 2019, provided that ratification by OAPSE is accomplished by June 7, 2016.

**2016-2017 SALARY SCHEDULE**  
**Step adjustments prior to 3%**

	HEAD	MAINT/BUS	ASSISTANT		AIDE	CAFETERIA			MAINTENANCE	HEAD	MAINTENANCE
	CUSTODIAN	MECHANIC	MECHANIC	CUSTODIAN	SECRETARY	MANAGER	COOKS	BUS DRIVER	SUPERVISOR	MECHANIC	
1	13.30	14.11	13.19	12.57	12.25	12.96	12.27	13.56	16.31	15.15	14.61
2	13.92	14.74	13.79	13.22	12.85	13.58	12.86	14.17	17.02	15.78	15.24
3	14.01	14.81	13.87	13.29	12.94	13.63	12.92	14.26	17.10	15.85	15.31
4	14.12	14.90	13.93	13.37	13.01	13.72	12.98	14.31	17.20	15.94	15.40
5	14.19	15.09	14.01	13.47	13.09	13.77	13.05	14.39	17.39	16.13	15.59
6	14.28	15.28	14.09	13.56	13.15	13.85	13.12	14.48	17.60	16.32	15.78
7	14.37	15.45	14.17	13.63	13.24	13.92	13.19	14.55	17.80	16.49	15.95
8	14.44	15.64	14.24	13.72	13.31	14.00	13.24	14.61	18.00	16.68	16.14
9	14.51	15.71	14.31	13.79	13.38	14.07	13.31	14.68	18.07	16.75	16.21
10	14.64	15.84	14.44	13.92	13.51	14.20	13.44	14.81	18.20	16.88	16.34
11	14.64	15.84	14.44	13.92	13.51	14.20	13.44	14.81	18.20	16.88	16.34
12	14.64	15.84	14.44	13.92	13.51	14.20	13.44	14.81	18.20	16.88	16.34
13	14.64	15.84	14.44	13.92	13.51	14.20	13.44	14.81	18.20	16.88	16.34
14	14.64	15.84	14.44	13.92	13.51	14.20	13.44	14.81	18.20	16.88	16.34
15	14.72	15.92	14.52	14.00	13.59	14.28	13.52	14.89	18.28	16.96	16.42
16	14.72	15.92	14.52	14.00	13.59	14.28	13.52	14.89	18.28	16.96	16.42
17	14.72	15.92	14.52	14.00	13.59	14.28	13.52	14.89	18.28	16.96	16.42
18	14.72	15.92	14.52	14.00	13.59	14.28	13.52	14.89	18.28	16.96	16.42
19	14.72	15.92	14.52	14.00	13.59	14.28	13.52	14.89	18.28	16.96	16.42
20	14.84	16.04	14.64	14.12	13.71	14.40	13.64	15.01	18.40	17.08	16.54
21	14.84	16.04	14.64	14.12	13.71	14.40	13.64	15.01	18.40	17.08	16.54
22	14.84	16.04	14.64	14.12	13.71	14.40	13.64	15.01	18.40	17.08	16.54
23	14.84	16.04	14.64	14.12	13.71	14.40	13.64	15.01	18.40	17.08	16.54
24	14.84	16.04	14.64	14.12	13.71	14.40	13.64	15.01	18.40	17.08	16.54
25	15.04	16.24	14.84	14.32	13.91	14.60	13.84	15.21	18.60	17.28	16.74
26	15.04	16.24	14.84	14.32	13.91	14.60	13.84	15.21	18.60	17.28	16.74
27	15.04	16.24	14.84	14.32	13.91	14.60	13.84	15.21	18.60	17.28	16.74
28	15.04	16.24	14.84	14.32	13.91	14.60	13.84	15.21	18.60	17.28	16.74
29	15.04	16.24	14.84	14.32	13.91	14.60	13.84	15.21	18.60	17.28	16.74
30	15.24	16.44	15.04	14.52	14.11	14.80	14.04	15.41	18.80	17.48	16.94

**2016-2017 SALARY SCHEDULE**

**3.00% INCREASE EFFECTIVE 7-1-16**

	HEAD	MAINT/BUS	ASSISTANT		AIDE	CAFETERIA			MAINTENANCE	HEAD	MAINTENANCE
	CUSTODIAN	MECHANIC	MECHANIC	CUSTODIAN	SECRETARY	MANAGER	COOKS	BUS DRIVER	SUPERVISOR	MECHANIC	
1	13.70	14.53	13.59	12.95	12.62	13.35	12.64	13.97	16.80	15.60	15.05
2	14.34	15.18	14.20	13.62	13.24	13.99	13.25	14.60	17.53	16.25	15.70
3	14.43	15.25	14.29	13.69	13.33	14.04	13.31	14.69	17.61	16.33	15.77
4	14.54	15.35	14.35	13.77	13.40	14.13	13.37	14.74	17.72	16.42	15.86
5	14.62	15.54	14.43	13.87	13.48	14.18	13.44	14.82	17.91	16.61	16.06
6	14.71	15.74	14.51	13.97	13.54	14.27	13.51	14.91	18.13	16.81	16.25
7	14.80	15.91	14.60	14.04	13.64	14.34	13.59	14.99	18.33	16.98	16.43
8	14.87	16.11	14.67	14.13	13.71	14.42	13.64	15.05	18.54	17.18	16.62
9	14.95	16.18	14.74	14.20	13.78	14.49	13.71	15.12	18.61	17.25	16.70
10	15.08	16.32	14.87	14.34	13.92	14.63	13.84	15.25	18.75	17.39	16.83
11	15.08	16.32	14.87	14.34	13.92	14.63	13.84	15.25	18.75	17.39	16.83
12	15.08	16.32	14.87	14.34	13.92	14.63	13.84	15.25	18.75	17.39	16.83
13	15.08	16.32	14.87	14.34	13.92	14.63	13.84	15.25	18.75	17.39	16.83
14	15.08	16.32	14.87	14.34	13.92	14.63	13.84	15.25	18.75	17.39	16.83
15	15.16	16.40	14.96	14.42	14.00	14.71	13.93	15.34	18.83	17.47	16.91
16	15.16	16.40	14.96	14.42	14.00	14.71	13.93	15.34	18.83	17.47	16.91
17	15.16	16.40	14.96	14.42	14.00	14.71	13.93	15.34	18.83	17.47	16.91
18	15.16	16.40	14.96	14.42	14.00	14.71	13.93	15.34	18.83	17.47	16.91
19	15.16	16.40	14.96	14.42	14.00	14.71	13.93	15.34	18.83	17.47	16.91
20	15.29	16.52	15.08	14.54	14.12	14.83	14.05	15.46	18.95	17.59	17.04
21	15.29	16.52	15.08	14.54	14.12	14.83	14.05	15.46	18.95	17.59	17.04
22	15.29	16.52	15.08	14.54	14.12	14.83	14.05	15.46	18.95	17.59	17.04
23	15.29	16.52	15.08	14.54	14.12	14.83	14.05	15.46	18.95	17.59	17.04
24	15.29	16.52	15.08	14.54	14.12	14.83	14.05	15.46	18.95	17.59	17.04
25	15.49	16.73	15.29	14.75	14.33	15.04	14.26	15.67	19.16	17.80	17.24
26	15.49	16.73	15.29	14.75	14.33	15.04	14.26	15.67	19.16	17.80	17.24
27	15.49	16.73	15.29	14.75	14.33	15.04	14.26	15.67	19.16	17.80	17.24
28	15.49	16.73	15.29	14.75	14.33	15.04	14.26	15.67	19.16	17.80	17.24
29	15.49	16.73	15.29	14.75	14.33	15.04	14.26	15.67	19.16	17.80	17.24
30	15.70	16.93	15.49	14.96	14.53	15.24	14.46	15.87	19.36	18.00	17.45

**2017-2018 SALARY SCHEDULE**

**3.50% INCREASE EFFECTIVE 7-1-17**

	HEAD	MAINT/BUS	ASSISTANT		AIDE	CAFETERIA			MAINTENANCE	HEAD	MAINTENANCE
	CUSTODIAN	MECHANIC	MECHANIC	CUSTODIAN	SECRETARY	MANAGER	COOKS	BUS DRIVER	SUPERVISOR	MECHANIC	
1	14.18	15.04	14.07	13.40	13.06	13.82	13.08	14.46	17.39	16.15	15.58
2	14.84	15.71	14.70	14.10	13.70	14.48	13.71	15.11	18.14	16.82	16.25
3	14.94	15.78	14.79	14.17	13.80	14.53	13.78	15.20	18.23	16.90	16.32
4	15.05	15.89	14.85	14.25	13.87	14.62	13.84	15.26	18.34	16.99	16.42
5	15.13	16.08	14.94	14.36	13.95	14.68	13.91	15.34	18.54	17.19	16.62
6	15.22	16.29	15.02	14.46	14.01	14.77	13.98	15.43	18.76	17.40	16.82
7	15.32	16.47	15.11	14.53	14.12	14.84	14.07	15.51	18.97	17.57	17.01
8	15.39	16.67	15.18	14.62	14.19	14.92	14.12	15.58	19.19	17.78	17.20
9	15.47	16.75	15.26	14.70	14.26	15.00	14.19	15.65	19.26	17.85	17.28
10	15.61	16.89	15.39	14.84	14.41	15.14	14.32	15.78	19.41	18.00	17.42
11	15.61	16.89	15.39	14.84	14.41	15.14	14.32	15.78	19.41	18.00	17.42
12	15.61	16.89	15.39	14.84	14.41	15.14	14.32	15.78	19.41	18.00	17.42
13	15.61	16.89	15.39	14.84	14.41	15.14	14.32	15.78	19.41	18.00	17.42
14	15.61	16.89	15.39	14.84	14.41	15.14	14.32	15.78	19.41	18.00	17.42
15	15.69	16.97	15.48	14.92	14.49	15.22	14.42	15.88	19.49	18.08	17.50
16	15.69	16.97	15.48	14.92	14.49	15.22	14.42	15.88	19.49	18.08	17.50
17	15.69	16.97	15.48	14.92	14.49	15.22	14.42	15.88	19.49	18.08	17.50
18	15.69	16.97	15.48	14.92	14.49	15.22	14.42	15.88	19.49	18.08	17.50
19	15.69	16.97	15.48	14.92	14.49	15.22	14.42	15.88	19.49	18.08	17.50
20	15.83	17.10	15.61	15.05	14.61	15.35	14.54	16.00	19.61	18.21	17.64
21	15.83	17.10	15.61	15.05	14.61	15.35	14.54	16.00	19.61	18.21	17.64
22	15.83	17.10	15.61	15.05	14.61	15.35	14.54	16.00	19.61	18.21	17.64
23	15.83	17.10	15.61	15.05	14.61	15.35	14.54	16.00	19.61	18.21	17.64
24	15.83	17.10	15.61	15.05	14.61	15.35	14.54	16.00	19.61	18.21	17.64
25	16.03	17.32	15.83	15.27	14.83	15.57	14.76	16.22	19.83	18.42	17.84
26	16.03	17.32	15.83	15.27	14.83	15.57	14.76	16.22	19.83	18.42	17.84
27	16.03	17.32	15.83	15.27	14.83	15.57	14.76	16.22	19.83	18.42	17.84
28	16.03	17.32	15.83	15.27	14.83	15.57	14.76	16.22	19.83	18.42	17.84
29	16.03	17.32	15.83	15.27	14.83	15.57	14.76	16.22	19.83	18.42	17.84
30	16.25	17.52	16.03	15.48	15.04	15.77	14.97	16.43	20.04	18.63	18.06

**2018-2019 SALARY SCHEDULE**

**3.00% INCREASE EFFECTIVE 7-1-18**

	HEAD	MAINT/BUS	ASSISTANT		AIDE	CAFETERIA			MAINTENANCE	HEAD	MAINTENANCE
	CUSTODIAN	MECHANIC	MECHANIC	CUSTODIAN	SECRETARY	MANAGER	COOKS	BUS DRIVER	SUPERVISOR	MECHANIC	
1	14.61	15.49	14.49	13.80	13.45	14.23	13.47	14.89	17.91	16.63	16.05
2	15.29	16.18	15.14	14.52	14.11	14.91	14.12	15.56	18.68	17.32	16.74
3	15.39	16.25	15.23	14.60	14.21	14.97	14.19	15.66	18.78	17.41	16.81
4	15.50	16.37	15.30	14.68	14.29	15.06	14.26	15.72	18.89	17.50	16.91
5	15.58	16.56	15.39	14.79	14.37	15.12	14.33	15.80	19.10	17.71	17.12
6	15.68	16.78	15.47	14.89	14.43	15.21	14.40	15.89	19.32	17.92	17.32
7	15.78	16.96	15.56	14.97	14.54	15.29	14.49	15.98	19.54	18.10	17.52
8	15.85	17.17	15.64	15.06	14.62	15.37	14.54	16.05	19.77	18.31	17.72
9	15.93	17.25	15.72	15.14	14.69	15.45	14.62	16.12	19.84	18.39	17.80
10	16.08	17.40	15.85	15.29	14.84	15.59	14.75	16.25	19.99	18.54	17.94
11	16.08	17.40	15.85	15.29	14.84	15.59	14.75	16.25	19.99	18.54	17.94
12	16.08	17.40	15.85	15.29	14.84	15.59	14.75	16.25	19.99	18.54	17.94
13	16.08	17.40	15.85	15.29	14.84	15.59	14.75	16.25	19.99	18.54	17.94
14	16.08	17.40	15.85	15.29	14.84	15.59	14.75	16.25	19.99	18.54	17.94
15	16.16	17.48	15.94	15.37	14.92	15.68	14.85	16.36	20.07	18.62	18.03
16	16.16	17.48	15.94	15.37	14.92	15.68	14.85	16.36	20.07	18.62	18.03
17	16.16	17.48	15.94	15.37	14.92	15.68	14.85	16.36	20.07	18.62	18.03
18	16.16	17.48	15.94	15.37	14.92	15.68	14.85	16.36	20.07	18.62	18.03
19	16.16	17.48	15.94	15.37	14.92	15.68	14.85	16.36	20.07	18.62	18.03
20	16.30	17.61	16.08	15.50	15.05	15.81	14.98	16.48	20.20	18.76	18.17
21	16.30	17.61	16.08	15.50	15.05	15.81	14.98	16.48	20.20	18.76	18.17
22	16.30	17.61	16.08	15.50	15.05	15.81	14.98	16.48	20.20	18.76	18.17
23	16.30	17.61	16.08	15.50	15.05	15.81	14.98	16.48	20.20	18.76	18.17
24	16.30	17.61	16.08	15.50	15.05	15.81	14.98	16.48	20.20	18.76	18.17
25	16.51	17.84	16.30	15.73	15.27	16.04	15.20	16.71	20.42	18.97	18.38
26	16.51	17.84	16.30	15.73	15.27	16.04	15.20	16.71	20.42	18.97	18.38
27	16.51	17.84	16.30	15.73	15.27	16.04	15.20	16.71	20.42	18.97	18.38
28	16.51	17.84	16.30	15.73	15.27	16.04	15.20	16.71	20.42	18.97	18.38
29	16.51	17.84	16.30	15.73	15.27	16.04	15.20	16.71	20.42	18.97	18.38
30	16.74	18.05	16.51	15.94	15.49	16.24	15.42	16.92	20.64	19.19	18.60

**ARTICLE 35**  
**USE OF TOBACCO BY EMPLOYEES**

The Board of Education recognizes that the use of tobacco presents a health hazard which can have serious consequences both for the user and the non-user and is, therefore, of concern to the Board.

For purposes of this policy, use of tobacco shall mean all uses of tobacco, including cigar, pipe, cigarettes, snuff, or any other matter or substance that contains tobacco.

In order to protect Students and Staff who choose not to use tobacco from an environment noxious to them, and because the Board cannot, even by indirection, condone the use of tobacco, the Board prohibits the use of tobacco by all Employees in school buildings, on school grounds, on school buses, and in any classroom, hallway or instructional area when school is in session and Students are present with the following exceptions:

- A. Use of tobacco is permitted during the school day while off school grounds on school business.

Use of tobacco by all Employees is prohibited in school buildings, effective as of January 1, 1995, when in use for instruction or public assemblies (Parent – Teacher Conferences, P.T.O. Meetings, Adult Education Classes, Polling Places, etc.).

**ARTICLE 36**  
**LABOR MANAGEMENT COMMITTEE**

A Labor/Management Committee composed of the Superintendent or his/her designee, the President of the Union or his/her designee, non-teaching supervisors, and one member from each OAPSE classification shall be established for the purpose of discussing problems and concerns relative to employment. It is understood that the sole purpose of said committee is to communicate the concerns for each party, which may or may not result in a resolution of either party of both.

The Labor/Management Committee shall schedule meetings to be held in September, December, March and May. The meeting dates shall be scheduled at mutually agreed upon times. If both parties find that there are no concerns to be discussed at a scheduled meeting date, the meeting for that month shall be canceled.

**ARTICLE 37**  
**USE OF BUILDINGS**

The Board agrees that current Board policy governing the use of buildings be retained and implemented.

**ARTICLE 38**  
**UNPAID LEAVE**

Unpaid leaves of absence for up to two (2) consecutive school years may be granted by the Board to members of the bargaining unit for personal illness or other disability; childbirth; child care; adoption; service in elected public or Association office; or for other reasons as approved by the Board. The maximum leave of absence granted will be (2) consecutive school years, inclusive of any family and medical leave absence. The member shall notify the Superintendent of his/her intent to return to work by April 30<sup>th</sup> of the year prior to returning.

Employees on a Board approved unpaid leave of absence shall return to the same classification he/she held prior to taking the unpaid leave of absence. Except in the case of the sec/aide classification in which the position qualifications will be required to be met. This does not negate the employee's right to bid on job postings in the event he/she is interested in a different position in accordance with Article 5 of the agreement. If the employee bids and is awarded another position, he/she must end the unpaid leave of absence immediately and return to active employment at which time the trial period for the awarded position will begin. In the event of a reduction in force, employees on unpaid leave of absences shall be entitled to a reduction in force rights per Article 5 of the agreement.

**ARTICLE 39**  
**DURATION**

The terms of this agreement will be effective from July 1, 2016 and will continue through June 30, 2019, and annually thereafter unless the Board or Union has given written notice to the other of its intent to modify this contract. Such notification shall be no later than ninety (90) days prior to the expiration of this contract.

FOR THE BOARD

Jeffrey L. Stone  
Teri Snyder Lowe  
L. M. Stahl

FOR THE UNION

Sam X Murphy  
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