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GREENEVIEW LOCAL SCHOOL DISTRICT
JAMESTOWN, OHIO

MASTER AGREEMENT

BETWEEN THE

GREENEVIEW LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND

GREENEVIEW CLASSIFED EMPLOYEES ASSOCIATION
AFFILIATED WITH
THE OHIO EDUCATION ASSOCIATION AND THE
NATIONAL EDUCATION ASSOCIATION

EFFECTIVE FROM
JULY 1, 2016
THROUGH
JUNE 30, 2019

TABLE OF CONTENTS

		Page
MASTER AGREEMENT/PREAMBLE		1
ARTICLE 1	RECOGNITION	1
1.01	Association Recognition	1
1.02	Unit Defined	1
1.03	Exclusions	2
1.04	Defining "Employee"	2
1.05	Retitled and Newly Created Positions	2
ARTICLE 2	NEGOTIATIONS PROCEDURE	2
2.01	Commitment to Bargaining	2
2.02	Representation	2
2.03	Good Faith Negotiations	3
2.04	Guidelines	3
2.05	Producing Relevant Data	4
2.06	Maintaining Communication	4
2.07	Caucus	4
2.08	Agreement	4
2.09	Right to Strike	4
2.10	Provisions Contrary to Law	4
2.11	Change in Law During Agreement	5
2.12	Interim Negotiations	5
ARTICLE 3	MANAGEMENT RIGHTS	5
3.01	Recognition of Board Rights	5
3.02	Reservation of Rights	5
ARTICLE 4	GRIEVANCE PROCEDURE	7
4.01	Definitions	7
4.02	Informal Procedure	7
4.03	Formal Procedure	7
4.04	General Provisions	8
4.05	Arbitration	8
4.06	Withdrawal of Grievance	9
ARTICLE 5	ASSOCIATION RIGHTS AND DUES DEDUCTION	9
5.01	Dissemination of Information	9
5.02	Use of Facilities and Equipment	9
5.03	Association Meetings with Employees	10
5.04	Board Meetings	10
5.05	Right to Representation	10
5.06	Association Related Meetings	10

5.07	Association Dues	11
5.08	OEA Fund for Children and Public Education	11
5.09	Administrator-Association Liaison Committees	12
ARTICLE 6	EMPLOYMENT PERSONNEL PROCEDURES/RECORDS	12
6.01	Access to Records	12
6.02	Material Placed in Personnel Files	12
6.03	SERS Pick-Up	13
6.04	Plan 125	13
6.05	Salary Reduction Payment to SERS	13
ARTICLE 7	EVALUATION	13
7.01	Objective of Evaluation	13
7.02	Frequency of Evaluation	13
7.03	Evaluation Procedures	14
ARTICLE 8	EMPLOYMENT, ASSIGNMENT AND TRANSFERS	14
8.01	Probationary Period	14
8.02	Seniority	15
8.03	Reduction in Force	18
8.04	Bumping Rights	18
8.05	Recall from Layoff	19
8.06	Vacancy Announcements	20
8.07	Selection Criteria	20
8.08	Voluntary Transfers	21
8.09	Involuntary Transfer-Permanent	21
8.10	Temporary Transfers (Voluntary or Involuntary)	21
8.11	Wage Placement After Transfer	22
8.12	Discrimination Clause	22
8.13	Job Descriptions	22
ARTICLE 9	DISCIPLINE AND TERMINATION	23
9.01	Discipline, Suspension, Termination for Just Cause	23
9.02	Progressive Discipline	23
9.03	Summary of Verbal Warning	23
9.04	Written Notification of Reason for Discipline	23
9.05	Discipline/Suspension Records Disregarded	23
9.06	ORC Provisions not Applicable	23
9.07	Discipline/Termination for Just Cause	23
ARTICLE 10	VACATION	23
10.01	Vacation Schedule	23
10.02	Calculation of Vacation Time	24
10.03	Scheduling Vacation	24
10.04	Vacation Carry-Over	24

10.05	Compensation of Accrued Vacation Upon Separation	24
10.06	Vacation Payment in Event of Death	24
10.07	Vacation Credit Upon Becoming 12 Month Employee	24
ARTICLE 11	HOLIDAYS	25
11.01	Holidays Granted	25
11.02	Paid Holidays for 11 and 12 Month Employees	25
11.03	Paid Holidays for 9 and 10 Month Employees	25
11.04	Calculating Day of Holiday Pay	25
11.05	Day Holiday Observed	25
11.06	Work on Holiday	25
ARTICLE 12	PAID LEAVE PROVISIONS	26
12.01	Sick Leave	26
12.02	Exhaustion of Sick Leave	28
12.03	Sick Leave Fund S.L.F.	28
12.04	Personal Leave	31
12.05	Calamity Days	31
12.06	Jury/Witness Duty Leave	32
12.07	Professional Leave	33
12.08	Attendance Incentive	34
12.09	Funeral Leave	34
ARTICLE 13	LEAVES OF ABSENCES WITHOUT PAY	35
13.01	Requests for Leave of Absence Without Pay	35
13.02	Ill Health	35
13.03	Release from Duty - EMT	35
13.04	Child Care Leave	35
13.05	Military Leave	36
13.06	Family and Medical Leave	36
ARTICLE 14	RETURN FROM LEAVE DUE TO PERSONAL ILLNESS OR DISABILITY IN EXCESS OF TEN (10) WORK DAYS	39
14.01	Return to Work Following Absence of 10 or More Days	39
14.02	Examination by Physician	40
14.03	Employee's Responsibility for Physician Expenses	40
14.04	Board's Responsibility for Physician Expenses	40
ARTICLE 15	INSURANCE	40
15.01	Insurance Program	40
15.02	IRC Section 125 Plan	45
ARTICLE 16	WAGES	45
16.01	Wages	45
16.02	Placement on Salary Schedule	45
16.03	Advancement on Salary Schedule	46

16.04	Dual Employment	46
16.05	Shift Differential	46
ARTICLE 17	WORKING CONDITIONS - OVERTIME	46
17.01	Work Rules	46
17.02	Work Week	47
17.03	Direct Deposit of Checks	47
17.04	Hours of Work	47
17.05	Overtime	48
17.06	Call-In Pay	49
17.07	Complaints Concerning Employees	49
ARTICLE 18	DRUG FREE WORKPLACE	52
18.01	Educational Program	52
18.02	Medical Examinations	52
18.03	Positive Drug Test	52
18.04	Procedure Following Positive Drug Test	53
18.05	Refusing to Test	55
18.06	Leaves of Absence Following Positive Test	55
18.07	Procedure for Alcohol or Drug Testing	56
18.08	Drug Testing for Employees with CDL	57
18.09	Policy Notification	72
ARTICLE 19	SEVERANCE PAY	73
19.01	Severance Pay After Retirement	73
19.02	Accumulated Sick Leave	73
19.03	Payment in Event of Death	73
ARTICLE 20	FOOD SERVICE	73
20.01	Payment When Working Banquets	73
20.02	Opportunity to Work Banquets	73
ARTICLE 21	TRANSPORTATION	74
21.01	Establishment of Routes	74
21.02	Route Assignment	74
21.03	Temporary Route Assignment-Bus Drivers	74
21.04	Bus Drivers-Hours Accumulation for Insurance	75
21.05	Field Trips and Athletic Trips	75
21.06	Miscellaneous Provisions	78
21.07	Physical Examinations	78
ARTICLE 22	REEMPLOYMENT OF RETIRED EMPLOYEES	79
22.01	Terms of Reemployment	79
22.02	Eligibility for Benefits	79
22.03	Sick Leave Accumulation	79
22.04	Salary Schedule Placement	80

22.05	Ineligibility to Convert Sick Leave Upon Leaving Employment	80
ARTICLE 23	ACCIDENT REPORTS	80
23.01	Reporting Accidents Causing Personal Injury	80
23.02	Reporting Incidents Involving Personal Injury	80
ARTICLE 24	COMPLETE AGREEMENT	80
24.01	Exclusive Right of Board	80
ARTICLE 25	NO STRIKE AGREEMENT	80
25.01	No Right to Engage in Strike, Slowdown	80
ARTICLE 26	ACADEMIC DISTRESS COMMISSION	80
25.01	Academic Distress Commission	80
ARTICLE 27	DURATION	81
27.01	Effective Dates of Agreement	81
27.02	Entire Agreement	81
APPENDIX A	SALARY SCHEDULE	82
APPENDIX B	SICK LEAVE BANK ENROLLMENT	91
APPENDIX C	APPLICATION FOR SICK LEAVE BANK USE	92
APPENDIX D	GRIEVANCE FORM	94

MASTER AGREEMENT

This Agreement made and entered into this _1st____ day of __June_____, 2016, by and between GREENEVIEW LOCAL SCHOOL DISTRICT BOARD OF EDUCATION (hereinafter "BOARD"), and the GREENEVIEW CLASSIFIED EMPLOYEES ASSOCIATION affiliated with THE OHIO EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION (herein "ASSOCIATION").

PREAMBLE

It is the intent and purpose of the BOARD and the ASSOCIATION to set forth herein their agreement on all matters related to wages, hours, terms and conditions of employment for the employees of the Greeneview Local School District in the bargaining unit covered by this AGREEMENT. The BOARD and the ASSOCIATION both acknowledge and recognize that the provisions of Chapter 4117 of the Ohio Revised Code govern their collective bargaining relationship and that provisions in this Chapter enable the parties to negotiate for negotiation procedures, terms and other conditions of employment for the employees in the bargaining unit which are not the same as and/or are different than and/or at variance from rights, duties, responsibilities or procedures set forth in the Ohio Revised Code. The BOARD and the ASSOCIATION hereby state that it is their express understanding and agreement that to the fullest extent permitted by Chapter 4117 of the Ohio Revised Code, the specific provisions of this AGREEMENT shall control over any provision of the Ohio Revised Code which might provide for any different right, procedure or obligation on either the BOARD or the ASSOCIATION or any employee in the bargaining unit; provided, however, unless a specific provision in this AGREEMENT does provide such different right, procedure or obligation, the provisions of the Ohio Revised Code shall control.

ARTICLE 1 – RECOGNITION

1.01 The BOARD recognizes the ASSOCIATION as the sole and exclusive bargaining agent for all full-time and regular part-time non-teaching employees in the School District.

1.02 UNIT DEFINED

The bargaining unit shall consist of employees assigned to the classifications listed and all positions in those classifications as listed in Article 8, 8.02B.

Secretary
Mechanic
Bus Driver
Assistant (Transportation)
Head Custodian/Electromechanical Technician

Custodian
Food Service
Assistant (Building)

1.03 Excluded from the bargaining unit are all casual and seasonal non-certificated employees, all certificated personnel employed pursuant to any teaching contract as defined in the Ohio Revised Code, all substitute employees supervisors, confidential employees, administrative personnel, assistant treasurer, secretary to the Superintendent, and secretary to the Treasurer.

1.04 As used in this AGREEMENT, the term "employee" shall refer only to employees in the above-described bargaining unit.

1.05 RETITLED AND NEWLY CREATED POSITIONS

Retitled positions shall be included or excluded in the bargaining unit in accordance with their designation under the previous title. Any newly created positions shall be included or excluded by mutual agreement of the parties, and failing that, in accordance with O.R.C. §4117 and its related provisions.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

2.01 Commitment to Bargaining

A. Scope of Negotiations – The BOARD shall enter into negotiations with the ASSOCIATION for the purpose of achieving a signed master agreement covering all matters regarding wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement.

B. Directing Requests – Negotiations may be initiated by either the BOARD or the ASSOCIATION notifying the other party in writing not earlier than 90 calendar days, nor later than 60 calendar days, before the expiration date of this Agreement. Within fifteen (15) calendar days of the receipt of said notice, the first negotiations session will be held.

2.02 Representation

A. Negotiations Team – Representatives of the BOARD and the ASSOCIATION shall be limited to five (5) members each at the bargaining session. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. Each party shall designate a spokesperson to present items for consideration. Discussion will be open after items are presented.

B. Consultants – Either party may use one (1) outside consultant to assist them in negotiations.

2.03 "Good faith negotiations" means to perform the mutual obligation of the public employer, by its representatives, and the representatives of its employees to negotiate in good faith at reasonable times and places with the intention of reaching an agreement or to resolve questions arising under the Agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal or nor does it require the making of a concession.

2.04 Guidelines

A. At the initial negotiations session meeting, both parties will exchange proposals and provide an oral explanation of each proposal.

B. The second negotiations session will be within ten (10) calendar days after the initial session at a date, time and place mutually agreeable to the BOARD and the ASSOCIATION. During this meeting, the parties will agree on as many proposals as possible before bargaining begins.

C. Future negotiations sessions as may be necessary will be scheduled for traditional bargaining by the parties. The meeting place and time will be mutually acceptable to both parties.

D. The parties may jointly prepare a request for a mediator and direct such request to the FMCS. Any costs, should they occur for FMCS, shall be shared equally between the ASSOCIATION and the BOARD.

E. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties, but shall not have the authority to extend the time limits of any existing agreement or to bind the parties to any agreement.

F. Mediation, as described in this Article, constitutes the parties mutually agreed upon and exclusive dispute settlement procedure and shall operate in lieu of any and all of the dispute settlement procedures set forth in the Ohio Revised Code.

G. The parties, upon mutual agreement, may at any time prior to or during the negotiation procedure deviate from the above described negotiation guidelines.

2.05 All available relevant data and/or supporting information for all proposals and counter proposals will be made available by both parties to the other party upon request.

2.06 It is understood that the negotiating teams will maintain communication with their respective parties.

2.07 Either party may call for caucus at any time. Efforts shall be made to limit caucus sessions to a minimum of time.

2.08 Agreement

A. All tentative agreements reached by the parties pertaining to articles shall be reduced to writing and initialed by both parties.

B. When a tentative agreement is reached on the entire Agreement through negotiations, the outcome will be reduced to writing, initialed by the spokesperson of each negotiating team and submitted to the ASSOCIATION'S general membership and the BOARD with recommendations for acceptance as soon as possible.

C. The BOARD will provide each new hire with a copy of the negotiated agreement. The agreement will also be available electronically on the District website and the employee KIOSK.

D. This AGREEMENT supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the BOARD and the ASSOCIATION or any other labor organization, and constitutes the entire agreement between the parties.

2.09 Right to Strike

A. Nothing herein shall prohibit the ASSOCIATION from exercising its right under Section 4117.14(D) of the Ohio Revised Code, provided the ASSOCIATION has given the BOARD and the State Employee Relations Board ten (10) calendar days prior notice. Such written notice shall contain the day and time the strike shall commence and shall otherwise comply with the applicable provisions of the Ohio Revised Code.

2.10 Provisions Contrary to Law

A. If any provision of this AGREEMENT shall be found to be contrary to law by a court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereto shall continue in full force and effect for the term of the AGREEMENT. The parties shall meet within thirty (30) calendar days

upon request of either party to negotiate any necessary change in the AGREEMENT relative to the affected provision. Said negotiations shall be in accordance with provisions outlined in this Article.

2.11 Change in Law During AGREEMENT

A. If, during the term of this AGREEMENT, there is a change in any state or federal law which would invalidate any provision of this AGREEMENT, the parties will meet to negotiate any necessary change in the AGREEMENT relative to the affected provision within thirty (30) calendar days upon request of either party and in accordance with provisions outlined in this Article.

2.12 Interim Negotiations

If negotiations on any matter are required by law during the term of this AGREEMENT, the BOARD and the ASSOCIATION shall negotiate on such matters as required by law.

If such negotiations do not result in an agreement being reached after a reasonable period of time, either party may request the assistance of a Mediator from the Federal Mediation and Conciliation Service to assist the parties in such interim negotiations.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Recognition of BOARD Rights

The ASSOCIATION recognizes the right of the BOARD and the Superintendent to operate and manage the affairs of the Greeneview Local School District in accordance with its responsibilities under law. The BOARD and the Superintendent shall have all powers, rights, authority, duties and responsibilities conferred upon them and invested in them by the laws and the Constitution of the State of Ohio.

3.02 BOARD Functions

The BOARD possesses the right and responsibility to operate the School District and all management rights, including those delineated in O.R.C. 4117.08, remain with the BOARD subject to the express provision of this AGREEMENT. These rights include the following:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs

of the School District, standards of services, its overall budget, utilization of technology, and organizational structure.

2. Determine location and use of the school(s), school system property and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.

3. Determine financial policies of the School District, including the general accounting procedures and inventory procedures of supplies and equipment.

4. Direct, supervise, evaluate, and hire new employees.

5. Maintain and improve the efficiency and effectiveness of school operations.

6. Determine the overall methods, processes, and/or personnel by which School District operations are to be conducted.

7. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.

8. Determine the size of the work force and effectively manage the work force.

9. Enforce the rules and regulations now in effect and to establish, revise and delete rules and regulations from time-to-time that do not affect wages, hours, terms and conditions of employment, or that are not in conflict with this AGREEMENT.

10. Determine the layoff and equipment to be used and plan, direct and control school activities.

11. Take whatever action is necessary to carry out the functions of the BOARD in situations of emergency.

12. Take whatever action is necessary to comply with State or Federal laws.The BOARD is not required to bargain on subjects reserved to the management and direction of the School District except as affect wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of the AGREEMENT.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.01 Definitions

A. A "Grievance" is defined as any question or controversy between any employee or the ASSOCIATION with the BOARD and/or the Administration concerning the interpretation, application of, compliance with, or non-compliance with the provisions of this AGREEMENT; provided:

1. If specific administrative agency relief of a quasi-judicial nature is provided for by the Statutes of State of Ohio or the United States for review or redress of a specific matter (such as Workers' Compensation, Unemployment Compensation, E.E.O.C., Civil Rights Commission), such matter may not be made the subject of a grievance and may not be prosecuted as such. It is understood and agreed that this exclusion is not applicable to matters which may be made the subject of a case with the State Employment Relations Board.

2. If a specific Section of this AGREEMENT limits the parameters and use of this grievance procedure, such limitation shall be followed.

B. A Grievant may be one or more employees having a grievance or it may be the ASSOCIATION.

C. A "Day" shall be defined, for purposes of this Article, as a work day, except during the summer break, when a day shall be defined as a calendar day.

4.02 INFORMAL PROCEDURE

A. The grievant may discuss the grievance informally with the immediate supervisor for the purpose of resolving the issue prior to filing a formal grievance. Such a meeting should take place within the ten (10) days specified in Formal Step One of Section 4.03.

4.03 FORMAL PROCEDURE

A. Formal Step One – The grievant may file a grievance in writing with the Building Principal or immediate supervisor, with a copy to the ASSOCIATION President. If such grievance is not filed within ten (10) days following the act or condition upon which said grievance is based and became known, or should have become known, the grievance shall no longer exist. The Principal or immediate supervisor shall, within ten (10) days after receipt of the grievance, give the grievant a written answer, with a copy to the ASSOCIATION President and the Superintendent. (See Appendix D)

B. Formal Step Two: If the grievant believes that the grievance has not been resolved satisfactorily, the grievant may, within five (5) days after receipt of the written answer as required in Formal Step One, refer it in writing to the Superintendent. The Superintendent shall, within five (5) days after receipt of the grievance, meet with the grievant to discuss the grievance. Within five (5) days after such meeting, the Superintendent shall give to the grievant, the Principal or immediate supervisor and the ASSOCIATION President, a written answer.

4.04 GENERAL PROVISIONS

A. If the grievant does not file a grievance within ten (10) days of the date on which the grievant knew or should have known of the occurrence of the act or condition on which the grievance is based, then the grievance shall be considered waived.

B. Any grievance not appealed from the written disposition in any of the steps of the grievance procedure within the times and in the manner specified herein shall be considered as having been accepted by the employee and the ASSOCIATION on the basis of the disposition last made and shall not be eligible for further appeal.

C. If the Administration fails to meet the time requirements in any of the steps of the grievance procedure as specified herein, then the grievance is automatically forwarded to the next step in the grievance procedure.

D. Time limits within this provision shall be considered a maximum unless mutual written agreement to extension by the parties is made.

E. At each formal level, either party may have representation; however, employees are to be represented solely by the ASSOCIATION.

F. There shall be no record placed in an employee's personnel file regarding the filing of any grievance.

G. No employee shall be harassed in any way for taking part in the filing of a grievance.

4.05 ARBITRATION

A. The ASSOCIATION may, within ten (10) days of the Step Two decision, demand arbitration in accordance with rules and regulations of the American Arbitration Association; provided, however, the American Arbitration Association does not have the right to appoint an arbitrator who is not mutually agreeable to the parties. When issued in accordance with

these procedures, the opinion and award of the arbitrator shall be final and binding on the parties.

B. The Arbitrator shall not have the power to add to, subtract from, or modify this AGREEMENT. The arbitrator has the authority to determine arbitrability if such an issue exists. Cost for the services of the arbitrator, including a transcript of the proceedings before the arbitrator, per diem expenses and actual and necessary travel expense, shall be borne equally by the parties.

4.06 Withdrawal of Grievance

A. A grievance may be withdrawn at any level without prejudice or record.

ARTICLE 5 – ASSOCIATION RIGHTS AND DUES DEDUCTION

5.01 Dissemination of Information

A. The ASSOCIATION shall have the following sole and exclusive rights:

1. To use bulletin boards in the School office, bus garage and central office for the posting of official ASSOCIATION announcements or bulletins; provided, however, this shall not permit the positing of any item concerning any School Board candidate election or any other matter of a political nature.

2. To use the school mail and mailboxes.

3. To be given the names and addresses and job classification of newly employed employees following BOARD approval of their contracts.

4. To be given appropriate time during the pre-school general meeting of employees for instruction regarding registration and enrollment in the ASSOCIATION.

5.02 Use of Facilities and Equipment

A. The ASSOCIATION shall have the right to use school rooms and equipment during non-school hours and during the custodian's regularly scheduled work hours when such rooms and equipment are not in use and provided that use is arranged at least twenty-four (24) hours in advance and does not interfere with the school program, that the purpose is for internal business of the ASSOCIATION, and that any supplies or

out-of-pocket expenses or overtime compensation paid to the custodian in connection with such use will be supplied or paid by the ASSOCIATION.

5.03 ASSOCIATION Meetings With Employees

A. The OEA Consultant, President and/or his/her designee(s) may meet with any employee in the District during their lunch break, before and after the workday or during other scheduled breaks. Meetings with employees may not be held during duty time without prior approval of the immediate supervisor. The OEA Consultant and/or President and his/her designee(s) shall notify the Principal/supervisor of any visitation to a School building/bus garage.

B. Except as otherwise specifically provided for in this AGREEMENT, employees are prohibited from conducting ASSOCIATION business during their scheduled work hours.

5.04 BOARD Meetings

A. Prior to each BOARD meeting, the President of the ASSOCIATION shall be provided with an agenda and minutes of previous BOARD meetings as included with the agenda. Any addendum to the agenda shall be distributed to the ASSOCIATION President at the BOARD meeting.

B. The President of the ASSOCIATION or his/her designee (provided such designation has been made in advance to the Superintendent by the President) shall have the right to speak at BOARD meetings on any item of concern to employees and at a time designated by the BOARD.

5.05 Right to Representation

A. Any employee, so requesting, shall have the right to ASSOCIATION representation at any meeting with an Administrator when the employee reasonably believes that discipline may result from the meeting.

5.06 ASSOCIATION Related Matters

A. One (1) officially selected delegate or alternate shall be given a one (1) day leave by the BOARD to attend the OEA Representative Assembly.

B. The ASSOCIATION shall be allowed Five (5) work days release time, without loss of regular earnings for the employee involved, for conducting official business of the ASSOCIATION. This leave time shall be taken in one-half (1/2) day increments. Notification to the Superintendent will be given two (2) days in advance. The Superintendent reserves the right to withhold permission to take a specific day for good cause, but such

permission will not be unreasonably withheld. No more than one (1) employee from each classification will be off work at the same time.

C. The Association will be allowed to address bargaining unit employees during District-wide and classification in-service meetings.

5.07 ASSOCIATION Dues

A. ASSOCIATION dues of those employees authorizing payroll deductions shall be deducted in twenty-four (24) installments beginning with the first pay period in September.

B. Said deduction shall be continuing from year to year of for a limited period, as specified in the authorization form by the employee, unless written request by said employee to discontinue such deduction is received by the BOARD Treasurer. The ASSOCIATION shall annually notify the BOARD Treasurer of the dues amount for each particular school year for each class of employee.

C. Any employee requesting payroll deduction of dues after the above date(s) will have the deduction taken starting within three (3) weeks of the day the authorization was given to the BOARD Treasurer. The BOARD Treasurer will deduct the remaining annual deductions due the GCEA from an employee who has authorized such deduction from the employee's final pay when an employee leaves employment or initiates an unpaid leave of absence after the beginning of the school year. The BOARD will not be responsible for dues money that the employee owes the ASSOCIATION if the employee has insufficient earned but unpaid wages.

D. The ASSOCIATION agrees to indemnify and save the BOARD harmless against any and all claims that may arise out of or by reason of action taken by the BOARD in reliance upon any authorization for dues deduction submitted by the ASSOCIATION.

E. All ASSOCIATION dues deducted shall be forwarded to the Treasurer of the ASSOCIATION with a list of names of the employee from which the dues are deducted and the amount of each deduction at least ten (10) work days after the end of the month in which the Treasurer of the BOARD has collected the monies.

5.08 Children and Public Education Fund

Upon receipt of a signed request form, the BOARD Treasurer shall deduct from an employee's pay contributions for the OEA Fund for Children and Public Education.

5.09 Administrator-Association Liaison Committee

A. In the interest of sound personnel, relations between the Administration and the employees, there shall be a Labor-Management Committee. The Association President may designate his/herself and one member from each classification to serve as representatives to the Committee. The Administration may designate at least two persons to act as its representatives on the Committee. The Committee shall meet at the request of either party to discuss matters of mutual concern, with the express purpose of building and maintaining a climate of mutual understanding and respect in the solution of matters of common interest.

B. Either the Superintendent or his or her designee or the Association may call a meeting. No meetings will be held during work hours of the Association members who will be present at the meeting unless the Superintendent so authorizes. An agenda of discussion items shall be presented to the other party at least twenty-four (24) hours in advance of any meeting. Meetings may be canceled by mutual consent and there will be no more than five (5) meetings in any one school year without mutual consent.

ARTICLE 6 – EMPLOYMENT PERSONNEL PROCEDURES/RECORDS

6.01 Access to Records

A. Each employee will have access to the contents of his/her own personnel file, with the exception of pre-employment references. This file may be opened in the presence of a member of the Superintendent's staff; and a representative of the ASSOCIATION may, at the employee's request, accompany the employee in such a review.

B. An employee's personnel file and medical file shall be deemed confidential and shall not be opened to the public, except as required by law and as consistent with Ohio's Public Records Act.

6.02 Material Placed in Personnel Files

A. An employee will be given a copy of any item placed in his/her file, except the material originally supplied to the administration as confidential prior to employment.

B. Unsigned complaints shall not be placed in a personnel file or made a matter of record.

6.03 SERS Pick-Up

The employer shall designate each employee's mandatory contributions to the State Employees Retirement System of Ohio as "picked-up" by the Employer as contemplated by Internal Revenue Service Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory State Employees Retirement System contribution which has been designated as "picked-up" by the employer shall be included in computing final average earnings, provided that no employee's total earnings is increased by such "pick-up", nor is the employer's total contribution to the State Employees Retirement System increased.

6.04 Plan 125

The Board shall select a carrier for a Section 125 Plan available to each member of the bargaining unit. Bargaining unit members shall have the right to participate in all phases of the 125 Plan (e.g. medical premium, medical out of pocket and qualified dependent care).

6.05 Salary Reduction Payment to SERS

Each employee's salary shall be reduced in an amount equal to his/her contribution to State Employee's Retirement System and paid to SERS on behalf of the employee.

ARTICLE 7 – EVALUATION

7.01 Objective of Evaluation

A. To assess the total work performance of each employee.

B. To assist the employee to become more effective in the performance of his/her work assignment.

7.02 Frequency of Evaluation

A. A performance evaluation shall be conducted for each employee annually during the July 1st through June 30th period.

7.03 Evaluation Procedures

A. The Superintendent shall develop a performance evaluation instrument to be utilized in the evaluation of the employee.

B. Each supervisor will annually explain the evaluation procedure to each employee. This can be done in a group meeting. At the time of the explanation, the employee(s) will be provided with the evaluation instrument to be utilized in his/her evaluation.

C. The evaluation form shall be used to record the results of employee performance evaluation.

D. A conference shall be held with each employee to discuss the results of his/her performance evaluation.

E. In the event an employee performs work under more than one (1) job classification, separate evaluations for each classification shall be completed.

F. The employee and the employee's supervisor shall sign the evaluation form. The signature of the employee does not mean approval or disapproval of the evaluation, but only that the evaluation has been reviewed.

G. A copy of each evaluation form, as reviewed with the employee, shall be given to the employee at the conclusion of the evaluation conference. A copy shall also be forwarded to the Superintendent to be filed in the employee's personnel file.

H. An employee may present written comments or rebuttal to his/her evaluation, which shall be attached to and considered the employee's reply to the evaluation.

ARTICLE 8 – EMPLOYMENT, ASSIGNMENT AND TRANSFERS

8.01 Probationary Period

A. The probationary period for all new employees shall be one (1) year from his/her first day on the job. The probationary period for all employees who have completed their initial probationary period and who are transferred/promoted to a different job classification/position shall be ninety (90) calendar days from his/her first day on the job in such new classification/position. At any time prior to the end of their initial probationary period, the employee may be returned by the Superintendent

to his/her previous assignment for failing to qualify, or may return to his/her former position of his/her own volition. Should the employee return to their former position while on their initial probationary period, the employee will have their district seniority computed for the time s/he was on probation. Such decision is not subject to the grievance procedure.

B. If the service of a new employee is unsatisfactory, he/she may be reduced or removed from service with the BOARD at any time during the initial probationary period and this reduction or removal shall not be subject to the grievance procedure. If the service of an employee serving a ninety (90) day probationary period is unsatisfactory, he/she may be returned by the Superintendent to his/her previous assignment at any time during this probationary period and this action shall not be subject to the grievance procedure.

C. After completion of the probationary period, employees may be disciplined, suspended, terminated, or have their employment contract non-renewed only for good and just cause.

D. This Section supersedes Ohio Revised Code Section 3319.081 concerning contracts for non-teaching employees, and termination of such contracts.

8.02 Seniority

A. District Seniority

1. District Seniority or Seniority shall be defined as the uninterrupted length of continuous service with the BOARD in a job classification in the bargaining unit. An individual shall have no seniority during his/her probationary period. However, upon completion of this probationary period, seniority shall date back to the last date of hire by the Board.

B. Classification Seniority

1. Classification seniority shall be defined as the uninterrupted length of continuous service with the BOARD in a specific job classification computed from the last date of hire or appointments to such classification. An individual shall have no classification seniority during his/her probationary period. However, upon completion of this probationary period, Classification Seniority shall date back to the last date of hire by the Board to such job classification.

2. The following job classifications and positions within such job classification shall be used for the purpose of defining classification seniority:

Job Classification	Position Within Classification
Secretary	H.S. Principal's Secretary Intermediate Principal's Secretary Primary Principal's Secretary Asst. Principal's Secretary Building Secretary
Mechanic	Head Mechanic Mechanic
Bus Driver	Bus Driver
Assistant (Transportation)	Assistant (Transportation/Bus)
Electromechanical Technician/ Custodian Custodian	Electromechanical Technician Custodian (High School) Custodian
Food Service	Head Cook Cook
Assistant (Building)	Assistant (Building) Technology Assistant

C. The accrual of seniority (job classification or District) shall continue for all time an employee is under contract receiving regular paychecks, is receiving Workers' Compensation benefits for an injury received in the course of employment with and arising out of employment with the BOARD for a period of time not to exceed three (3) years for that particular injury, is on paid sick leave or paid vacation leave, is on Family and Medical Leave, or is on leave of absence due to a required military service commitment.

D. Time spent on approved leave but inactive pay status of one or more years (unpaid leave or the initial five years of disability retirement) shall not constitute a break in classification or District seniority. Said employees will be given an adjusted seniority date to reflect the time off work on such unpaid leave or disability retirement.

E. Seniority (classification or District) shall be terminated when an employee resigns (except under Article 8.01(A)), retires, or his/her contract with the BOARD is terminated.

F. If two or more employees have the same District or classification seniority date, such seniority will be determined by one of the following methods:

1. by the date of BOARD meeting on which the BOARD authorized employment;

2. by the number of hours the employee(s) have worked as a substitute during the calendar year in which employment under a regular contract commences plus the two (2) prior calendar years, provided either employee has previously worked for the Board in a substitute position capacity;

3. if after computing the above two (2) methods the dates are the same, seniority will be determined by the flip of a coin.

G. Seniority List

1. District Seniority

Every employee's name will appear in order of District Seniority. Said list shall be compiled by placing employees' names at the top of the list in descending order of District Seniority as defined above.

2. Job Classification Seniority

Every employee's name will appear in order of seniority on a list according to classification. Said list shall be compiled by placing employees at the top of the list in descending order of classification seniority as defined above.

3. The seniority lists shall be prepared and posted in the Transportation Office and the Central Office by the Superintendent or designee no later than October 1 of each school year. A copy of each list shall also be provided to the ASSOCIATION President. The seniority lists shall be reviewed by the ASSOCIATION President and Superintendent. Employees who have any questions regarding the lists should address such questions with the ASSOCIATION President. All disagreements about the accuracy of the lists shall be resolved. Issues which cannot be resolved may be made the subject of a grievance and processed as such. The seniority lists shall then be initiated by the

ASSOCIATION President and the Superintendent, with copies given to each no later than November 1 unless this time has been extended in writing. Once initialed, the seniority lists shall be considered final and serve as the basis from which future additions/deletions are made, as necessary.

H. An employee who is offered and accepts a supervisory position with the BOARD and thereafter returns to the bargaining unit as a result of a reduction in force, will maintain their previous accrued seniority (classification or district). The employee does not accrue seniority (classification or district) while in a supervisory position.

8.03 Reduction-In-Force

A. If it becomes necessary to reduce the number of employees in a position for any reason, the BOARD shall determine in which position(s) the layoff should occur and the number of employees to be laid off.

B. In the event of a reduction or layoff, the number of people affected by reduction-in-force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire or otherwise vacate a position.

C. Whenever it becomes necessary to lay off employees in any position, affected employees shall be laid off according to their classification seniority, with probationary employees laid off first and with the least senior employee(s) to be laid off next, as noted on the classification seniority list.

D. At least fourteen (14) calendar days prior to the effective date of any layoff, the Superintendent shall advise the affected employees and the ASSOCIATION President of pending layoffs and work out all displacement issues. Thereafter, the Superintendent shall prepare and post for inspection the job classification seniority list, noting which employees are to be laid off and/or displaced.

8.04 Bumping Rights

A. Within Job Classification

Employees who are laid off from a position shall have the right to exercise their job classification seniority to displace the least senior employee in the same job classification working the same number of days and hours per week, or may bump an employee with greater or fewer days or hours per week within their job classification, provided the employee desiring to exercise such job classification seniority has:

1. More job classification seniority than the employee in the job classification;

2. The present ability to perform the essential functions of the position without additional training or retraining; and

3. Any certificates or licenses required to perform such work.

No reassignments or transfers of any employee less senior than the displaced employee will occur prior to the displaced employee receiving his/her displacement rights to any open vacancy or bumping the least senior employee in his/her classification. This will be the choice of the displaced employee. Article 21 shall prevail over any and all conflicts that may occur with Article 8 of this contract.

B. Outside Job Classification

Employees who are laid off from their job classification shall have the right to exercise their District seniority to displace the least senior employee in any job classification which they previously held in the School District provided the employee desiring to exercise such District seniority has:

1. More District seniority than the employee in such other job classification;

2. The present ability to perform the essential functions of the classification without additional training or retraining; and

3. Any certificates or licenses required to perform such work.

8.05 Recall From Layoff

A. For the classifications in which the layoff occurs, the BOARD shall prepare a reinstatement list. Employees shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list by the employees standing highest on the layoff list before any new employees are hired in that classification or any probationary employee who has been laid off is reinstated.

B. Vacancies which occur in the classification of the layoff shall be offered to employees on layoff on the reinstatement list in writing via U.S. mail to the employee's last known address before the vacancy is posted or otherwise filled by any person other than a substitute. Any employee who declines reinstatement more than one (1) time during any period of layoff shall forfeit reinstatement rights.

Any employee who fails to respond to a certified letter offering reinstatement within five (5) work days of the receipt of such letter by someone mailed to the last address of the employee on the records of the BOARD, or upon return of such letter, undelivered, by the United States Postal Service, shall forfeit reinstatement rights.

C. The employee's name shall remain on the reinstatement list for a period of thirty-six (36) months from the date of layoff (first work day after last day worked). If reinstated from layoff during this period, such employee shall retain all previous accumulated District and Job Classification seniority.

8.06 Vacancy Announcements

A. A vacancy shall be defined as an "open position" within the bargaining unit covered by this AGREEMENT, that the administration determines to fill; provided, however, a vacancy shall not be deemed to exist for purposes of the procedures set forth in this Article if:

1. There is an employee on suspended contract (layoff) with reinstatement rights to the open position; or

2. The Superintendent, in the exercise of his/her prerogative, fills the open position by involuntary transfer.

B. Before filling a vacant position in the bargaining unit with an individual not in the employ of the District, the Superintendent or designee shall interview all eligible internal applicant employees for the vacancy. This will be done within thirty (30) calendar days of the posting of the vacancy.

C. Vacancy announcements to employees and the ASSOCIATION shall be by posting "Notices of Vacancy", with a copy to the ASSOCIATION President. "Notices of Vacancy" shall include the general qualifications for the job, the general requirements of the job, the number of hours anticipated, location of the vacancy, rate of pay, classification, the internal application, deadline, and procedure for application.

D. Notices of Vacancy will be posted on the District website and the employee KIOSK for five (5) working days, and announced one time during the posting period on One Call messaging system.

8.07 Selection Criteria

A. When making employment decisions, the Superintendent shall consider, but not be limited to, such factors as: job classification seniority, skills, aptitude, education, experience in like positions, physical fitness. If

applicable, training, efficiency, performance and attendance. The filling of each position shall be governed by the principle of selecting the person best for the position, as determined by the Superintendent.

B. When more than one employee applies for the same vacancy and each is equally qualified for the position, as determined by the Superintendent, classification seniority within the classification posted shall be the determining factor in filling the vacancy.

8.08 Voluntary Transfers

An employee in the job classification but in an equal or lower rated position within the job classification making application for transfer to a posted vacancy must do so in writing as noted on the "Notice of Vacancy" and the most senior employee within the job classification applying for the position will be given first consideration for the vacancy.

8.09 Involuntary Transfer – Permanent

A. The Superintendent may permanently reassign an employee if said reassignment shall facilitate the efficient operation of the School District and/or for other good and just cause.

B. No employee shall be placed on a lower step or base salary due to a permanent involuntary transfer.

C. Upon request, the Superintendent shall meet with the employee to discuss the reasons for the permanent involuntary transfer.

8.10 Temporary Transfers (Voluntary or Involuntary)

A. An employee may be temporarily transferred due to unusual circumstances, such as a position being vacated by another employee and prior to its being filled. Said temporary transfer shall be in writing by the Superintendent or designee.

B. The employee who has been temporarily assigned will not lose any salary should the position be at a lower rate of pay. If the position to which the employee has been transferred is regularly paid at a higher rate of pay, then the employee shall receive the higher rate of pay from the first day the employee reported for the new assignment as directed by the Superintendent or designee.

C. Upon the filing of a request in writing from an employee other than a bus driver (see Article 21, Section 21.03) who will be on a long term absence for ninety (90) calendar days or more, employees in the same

classification as the employee may request a temporary transfer to the position held by the employee requesting the leave. A substitute will then be hired for the temporarily transferred employee's position. When the employee returns from his/her leave of absence, he/she, along with the temporarily transferred employee, shall return to his/her original position.

D. Except for voluntary temporary transfers made pursuant to C. above, temporary transfers shall not be made for more than thirty (30) calendar days.

8.11 Wage Placement After Transfer

When, as a result of being awarded a position through the job bid procedure, an employee moves from one classification to another, he/she shall be placed at the first step of that respective pay scale, unless granted advanced placement based on experience by the Superintendent.

8.12 Discrimination Clause

There shall be no illegal discrimination because of sex, race, color, creed, national origin, age, handicap, disability or union membership or activities, all as in accord with and as limited by applicable law.

8.13 Job Descriptions

The Superintendent has developed job descriptions for all current jobs, which have been provided to the ASSOCIATION. Each employee shall be entitled to receive a copy of the job description for his/her job classification. It is the prerogative of the Superintendent to develop new job descriptions for bargaining unit positions. As part of the process of developing new job descriptions, the Superintendent shall secure input from employees in the job classifications. Copies of job descriptions shall be provided to the ASSOCIATION President and to the affected employees. Any changes in job descriptions shall be distributed to the ASSOCIATION President and affected employees at least one (1) time prior to implementation for input and positive changes.

8.14 Dual Employment

A. Bargaining unit employees may have dual employment with the Board (have contracts in two classifications). The assignment of a job in a second classification may not result in total hours worked exceeding eight (8) in a day or forty (40) in a workweek.

B. Dually employed employees are not eligible to perform extra duties in one classification more than two times in a semester (4 times in a school year) if it would interfere with duties in the other classification. (Example: A bus driver is

not eligible to take a field trip if it conflicts with regular contracted duties as a cook.)

ARTICLE 9 – DISCIPLINE AND TERMINATION

9.01 This procedure shall apply to discipline, suspension, or termination or non-renewal other than at the end of the employee's initial one (1) year contract, for any of the reasons set forth in Article 8, Section 8.01 D. above.

9.02 An employee shall receive a verbal warning on the first offense; a written reprimand on the second offense; shall be suspended for up to three (3) days, without pay, on the third offense and shall be suspended up to five (5) days, without pay, or terminated on the fourth offense. The Superintendent may accelerate disciplinary measures to any step if the gravity of the offense warrants such action.

9.03 The supervisor shall provide a written summary of his/her verbal warning to the employee. Such summary shall not be placed in the employee's personnel file.

9.04 Prior to issuance of any discipline, suspension, termination, or notice of non-renewal other than at the end of the employee's initial one (1) year contract, the employee shall be informed, in writing, of the reason the discipline is under consideration, shall be given an opportunity to respond and shall be given the right to be accompanied to any meeting held to discuss the possible discipline by a representative of the ASSOCIATION.

9.05 Records of discipline or suspension shall be disregarded for purposes of progressive discipline if no similar offense occurs within a twenty-four (24) month period of time; provided, however, that any offense related to sexual imposition shall not be disregarded.

9.06 This Section replaces any applicable provisions of the Ohio Revised Code which address discipline.

9.07 No employee shall be disciplined and/or terminated without just cause.

ARTICLE 10 – VACATION

10.01 Each eleven (11) and twelve (12) month employee* will receive vacation based on the following schedule:

1. After one (1) school year of service – 10 days
2. After ten (10) school years of service – 15 days
3. After fifteen (15) school years of service – 20 days

Vacations shall be calculated at the end of each school year (June 30th) and may be taken during the following school year (July 1st through June 30th).
Employees eligible for vacation (eleven (11) or twelve (12) month employees) who have not been under contract for a full school year shall have their vacation for such partial year computed based on the number of work days such employee has actually worked as against the number of work days in the full school year an employee in the same position would work.

*Eleven (11) month employees work 231-249 days
*Twelve (12) month employees work 250+ days

10.02 For purposes of calculating vacation, a day shall be limited to the number of daily hours the employee is under contract to perform during the student calendar year. Vacation records shall be maintained on an "hours" basis.

10.03 All maintenance and custodian vacation days are to be scheduled through the Building Principal/Maintenance Supervisor and the Superintendent. All other classifications will schedule vacation through the Superintendent. Vacation requests may be submitted at any time provided hereunder. An employee's request for specific time off for vacation will be granted, provided sufficient staff (including substitutes) is available to perform the necessary work. Requests for the same days of vacation will then be based upon District seniority if it is not feasible for two or more to be off on vacation at the same time, provided the vacation time off has been approved at least ninety (90) calendar days before the vacation is to commence.

10.04 Except as otherwise approved by the Superintendent, in writing, a maximum of five (5) days of vacation may be carried over from one school year (July 1st through June 30th) to the next school year.

10.05 Upon separation from employment, due to resignation, death or retirement, the employee shall be entitled to compensation at his/her current rate of pay for all accrued and unused vacation leave to the employee's credit at the time of separation.

10.06 In the event of death, the accrued and unused vacation leave shall be paid to the employee's estate in accordance with ORC 2113.04.

10.07 In the event a nine (9) or ten (10) month employee becomes an eleven (11) or twelve (12) month employee, such employee will receive full credit for all employment with the BOARD from the last date of hire for vacation eligibility purposes.

ARTICLE 11 – HOLIDAYS

11.01 Holidays granted by the BOARD will be in accordance with the following.

11.02 All eleven (11) and twelve (12) month employee* will receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day (July 4)
6. Labor Day
7. Thanksgiving Day
8. The day following Thanksgiving
9. Christmas Day

11.03 All nine (9) and ten (10) month employees* will receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. The day following Thanksgiving
8. Christmas Day

*Nine (9) month employees work up to 210 days.
Ten (10) month employees work 211-230 days.
Eleven (11) month employees work 231-249 days.
Twelve (12) month employees work 250+ days.

11.04 A day of holiday pay shall be calculated based on the number of daily hours the employee is under contract to perform.

11.05 When an allowed holiday falls on Saturday, employees will not be required to work the Friday preceding unless school is in session. When an allowed holiday falls on Sunday, employees will not be required to work the Monday after the holiday unless school is in session.

11.06 Student make-up days due to Calamity, which shall be determined during the approval of School Calendar, will be paid in accordance with Section 12.05C. The only holidays that can be used as student makeup shall be Martin Luther King, Jr. and President's Day.

Otherwise, an employee who is required to work on a day normally not worked due to a holiday shall be paid at two (2) times his/her hourly rate for all hours worked on the holiday plus the holiday pay he/she is eligible to receive under this Article.

ARTICLE 12 – PAID LEAVE PROVISIONS

12.01 Sick Leave

A. Days of absence authorized under this provision shall be deducted from the sick leave accumulation.

B. Each employee shall be entitled to earn one and one-fourth (1-1/4) work days of sick leave for each month under contract up to 15 days per year. Sick leave is accumulative to a maximum of 263 days.

C. Accrued sick leave credits shall be allowed to employees transferring their employment from other Boards of Education or other political subdivisions in Ohio, provided such credits have been computed under the minimum requirements of the laws of the State of Ohio and do not exceed the cap on sick leave indicated in Section 12.01 B. above.

D. On reporting to duty, each employee shall be advanced five (5) work days' sick leave.

A new employee shall not accumulate sick leave until such time as the sick leave he/she would have accumulated equals the amount of sick leave he/she was advanced. Thereafter, he/she shall accumulate sick leave at the rate set forth in 12.01 B. above.

Employees who have been employed in the District for a period of one (1) or more years and who have consumed all previously accumulated sick leave may be granted an advancement of the number of sick leave days the employee will earn to the end of the current contract year up to a maximum of five (5) days' on their sick leave to be earned thereafter. Any such employee who thus receives an advancement of sick leave shall make written application on a form provided by his/her supervisor on which he/she shall also allege an intention to return to the employ of the School District upon recovery or to pay the value of such work days advanced should he/she not return, such payment to be either by payroll deduction from money due him/her from the School District or by direct payment. Such application shall be accompanied by the statement of a physician that he/she will be physically able to return to his/her

assignment upon recovery and shall also give the anticipated date of return.

E. The same accrual of one and one-fourth (1-1/4) work days per month under contract shall continue during the use of sick leave, provided the employee is not on an unpaid leave of absence.

F. Sick leave usage shall be granted for the following:

1. Sick leave shall represent absence due to illness, injury or exposure to contagious disease.

2. Sick leave shall also represent absence due to illness, injury or death in the employee's immediate family.

3. Disability due to pregnancy and/or delivery. [Sick leave may be utilized only during the period of time the employee is actually disabled and unable to perform her normal duties or the health of the child permits the use of sick leave. If additional time off is desired, child care leave must be utilized.]

4. "Immediate family" shall be defined to mean current spouse, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, child, grandparent, grandchild, son-in-law/daughter-in-law and any other person living as a dependent in the employee's household.

5. Sick leave must be used to attend the funeral of a member of the employee's immediate family.

6. An employee may request additional sick leave from the Superintendent in unusual situations not listed above.

7. Employees who render part-time service shall be entitled to sick leave for the time actually worked at the employee's normal established hourly rate.

8. If sick leave is taken, the BOARD may request a signed statement from the employee's physician to justify the use of sick leave.

9. The BOARD may also require a physician's signed statement certifying the anticipated period of disability and/or anticipated date of return to work, and inability of the employee to perform his/her duties for sick leave usage in excess of seven (7) consecutive work days.

10. Falsification of sick leave statements shall be deemed just cause for discipline, up to and including termination.

12.02 Exhaustion of Sick Leave

A. Employees who exhaust all sick leave they have earned or have had credited to their account or who remain sick and unable to report for work shall automatically, for up to thirty (30) calendar days, be deemed on leave-without-pay status. During this thirty (30) calendar day period, the employee MUST apply for appropriate leave to cover the absence from work. Failure to properly apply for appropriate leave during this thirty (30) day period is grounds for termination of the employee's contract for willful failure to return to work.

12.03 Sick Leave Fund S.L.F.

A. Purpose

To provide additional days of sick leave to employees who have used up all personal sick leave days.

B. Provisions of Eligibility

1. All employees (including Classified employees excluded from the bargaining unit and the Treasurer) shall be eligible to be members of the S.L.F.

2. After the start of each school year, all new employees and employees not currently in the bank will receive a written notice of the open enrollment period which will provide an opportunity to enroll in the bank before October 1st. Initial membership will consist of two (2) non-refundable days of sick leave, to be deducted from the employee's sick leave accumulation and transferred to the S.L.F. prior to October 1. Each employee will receive a notice of receipt indicating his/her participation in the program.

3. Membership shall be continuous unless canceled, in writing, to the Treasurer's Office during the period of September 1 through October 1.

4. If fifteen (15) participants are not enrolled by October 1, the fund will not be established for that school year.

C. Operational Procedures

1. Donations will be limited to participating employees for use only in cases of the employee's own, the employee's spouse or dependent child's personal illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions, as determined by the S.L.F. Board.

2. Applications for from the Sick Leave Fund must be made on the Employee Application for Sick Leave Fund form prescribed by the Treasurer. A Physician's Statement in the form prescribed by the Treasurer is required with each application in order to be considered.

3. A donation will be considered only after the individual has used all of his/her accumulated paid leave days (sick, vacation, personal leave and compensatory time), has used all possible advances of sick leave days and is not eligible for Workers' Compensation or eligible for disability leave under the Ohio State School Employees Retirement System.

D. Sick Leave Fund Board

The Sick Leave Loan Fund is to be regulated by a Board consisting of two (2) employees to be selected by the ASSOCIATION, one of whom will be co-chairperson and a permanent member, and two (2) administrators appointed by the Superintendent, one of whom will also be co-chairperson and a permanent member. A physician shall be asked to volunteer as an advisor to the Board, as needed. The Superintendent and the Association shall be notified immediately of any changes to the SLF Board Members.

E. Procedures

1. The maximum number of days that a person may withdraw from the bank is twenty (20) total days.

2. Additional days can be granted with approval from the SLF Board.

F. Policy Procedures

1. In consideration of the benefits of participating in the S.L.F., each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree, in writing, as follows:

"I specifically acknowledge and agree that the granting of days from the S.L.F. shall be at the sole discretion of the S.L.F. Board. All decisions of the S.L.F. Board will be final and binding but not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Greeneview Local School District, the Greeneview Classified Employees Association, the S.L.F. Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

2. Application for the S.L.F. days must be made to the Superintendent.

3. The S.L.F. Board shall meet and render a decision within ten (10) days of receipt of request.

4. Unused requested days shall be returned to the S.L.F.

5. The S.L.F. will begin with two (2) days from each contributing employee. When the fund is depleted below fifty (50) hours, each member will be assessed one (1) additional day. The Treasurer shall be responsible for notifying employees of each assessment period.

6. Extension of additional days may be applied for in the same manner as original application.

7. When an employee donates hours/days to the Fund, he/she agrees to the above-stated rules for administration of the Bank and agrees to abide by the stated rules.

8. All decisions of the S.L.F. Board shall be final and binding, but are not subject to the grievance/arbitration provisions of this AGREEMENT.

9. These guidelines will be reviewed annually by the Sick Leave Fund Board if requested by either party.

G. Sick Leave Fund Records

Sick leave bank records will be maintained on an hours basis. When an employee contributes a day of sick leave to the S.L.F., the day will be converted to hours based on the days/hours worked by the employee at the time the contribution is made.

H. When an employee utilizes days from the S.L.F., the hours taken from the S.L.F. will be based on the normal daily hours of the employee utilizing the hours in the S.L.F.

12.04 Personal Leave

A. Personal leave, not to exceed three (3) work days per school year, may be requested for the purpose of conducting personal business which cannot be conducted other than during the regular working hours of the employee. Requests for such leave will be directed to the Superintendent as far in advance as possible, but not less than two (2) days prior to requested date of use, and shall be on the form provided by the BOARD.

Since the operation of the school program is the first concern, the Superintendent may refuse to grant such leave if the operation of the school program is adversely affected.

B. This leave shall not be granted on the first five (5) or the last five (5) work days of student attendance days or on the school days preceding or following days when school is closed for a holiday, vacation, or on professional conference days, unless the leave is approved in advance, in writing, by the Superintendent.

C. Personal leave shall not be used for rest, recreation, vacation or for seeking or engaging in gainful employment or for leave which would otherwise be available through sick leave.

12.05 Calamity Days

A. All employees shall be paid for all time lost when the schools in which they are employed are closed by the Superintendent owing to an epidemic or other public calamity. The maximum number of calamity days in any school year is five (5) work days. The following shall apply to the first five (5) calamity days in a school year.

1. An employee may be required to report for work if requested to do so by the Superintendent or his/her supervisor.

2. Employees who are required to work shall be paid time and one-half (1-1/2) for all hours actually worked on such day.

3. If an employee reports for duty and later school is called off by the Superintendent, straight-time only will be paid for all regular hours worked before school is called off and time and one-half shall be paid for all hours actually worked after school is called off by the Superintendent.

4. An employee who has been granted sick leave, personal leave or vacation shall not be charged with such leave on such calamity day unless employees in the job classification are required to work on such calamity day.

5. Employees may not elect to earn compensatory time on calamity days.

B. All employees are required to work on calamity days after (5) in a school year, unless excused from reporting due to leave approved by the Superintendent or designee. (In other words, beginning with the sixth calamity day in a school year employees have the option to use vacation, personal, compensatory time or deduct day instead of reporting to work on calamity days.) Employees will receive their regular rate of pay for all time worked on calamity days after five (5) in a school year.

C. Employees will be required to work on student make-up days as scheduled by the BOARD, and will be paid their regular rate of pay for such make-up day, including if the make-up day occurs on a holiday.

12.06 Jury/Witness Duty Leave

A. Jury Duty

1. An employee shall be entitled to up to thirty (30) calendar days of leave without loss of pay during any school year for any time the employee is required to perform jury duty. The BOARD shall pay the employee his/her regular hourly rate of pay. The employee shall deliver over to the Treasurer and endorse his/her jury duty check from the Clerk of Courts, if said amount is less than his/her normal daily pay. If the fee is greater than his/her normal daily pay, the employee shall deliver over to the Treasurer the amount equal to his/her daily pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

2. Employees receiving summons for jury duty must present the summons to their supervisor within forty-eight (48) hours of receipt. Vital service employees may be excused from service, and the BOARD reserves the right to request the employee be excused.

B. Court Leave

In cases where an employee is subpoenaed or summoned to appear in any court in cases which are school related, he/she shall be paid his/her regular hourly rate of pay. The employee shall deliver over to the

Treasurer and endorse his/her witness fee check from the Clerk of Courts, if said amount is less than his/her normal daily pay. If the fee is greater than his/her normal daily pay, the employee shall deliver over to the Treasurer the amount equal to his/her daily pay.

In cases where an employee is subpoenaed or summoned to appear in any court cases which are not school related, he/she shall be granted time off from work without pay unless the time off is chargeable to compensated leave under this AGREEMENT.

12.07 Professional Leave

A. Pursuant to provisions of Section 3313.20 Ohio Revised Code, an employee may receive compensation and expenses without deduction from sick leave for work days on which he or she is excused by the Superintendent, or his designated representative, for the purpose of visiting other schools for observation, or attending meetings such as conferences, workshops and seminars at the local, State or National level which are designed for improvement of the operations of the School District and for other travel necessary for the conduct of official School District business, in accordance with the following stipulations:

1. The operation of the School program will be the first concern.

2. The number of employees to be absent for such meetings at any one time to be determined by the Superintendent.

3. The value of the experience for the employee and the School System and/or contribution the employee can make to the meeting or organization attended.

4. Approval is subject to the sole discretion of the Superintendent and must be obtained in writing prior to travel and/or attendance at a meeting, on the forms provided by the Superintendent's Office.

B. Reimbursement will be paid for the necessary and reasonable expenses of:

1. Use of privately-owned automobile pursuant to BOARD-approved rates.

2. Common carrier fare which is supported by receipts.

3. All meals traveling to, during and from meetings.

4. Lodging supported by receipts.

5. All claims for reimbursement of expenses such as taxi and ferry fares; bridge, highway and tunnel tolls; baggage storage; telephone calls; conference registration; rental fees; and other expenses necessary to the conduct of official School District business.

6. All claims for reimbursement of expenses must be submitted, in writing, for approval by the Superintendent's Office.

7. Reports may be required.

C. Mileage/Meetings

Any employee using his/her private vehicle for BOARD business at the request of the responsible supervisor shall be reimbursed for such use at the rate established by the Internal Revenue Service upon submission of proper evidence of mileage on a statement signed by the responsible supervisor.

Employees who are required by the Superintendent to attend seminars, workshops or conferences related to their assignments shall be reimbursed at their regularly scheduled hourly rate of pay for the time spent at the meeting plus any and all transportation, registration, meals and lodging that may be applicable.

12.08 Attendance Incentive

A. Each employee who has not used sick leave or personal leave during the completed work year ending June 30 shall receive an incentive payment as follows:

$250.00 for 0 days
$150.00 for 1 day's absence
$100.00 for 2 day's absence

B. The incentive pay shall be paid in one sum in the first full payroll period following July 1 of each year.

12.09 Funeral Leave

Up to one (1) day shall be granted to an employee for use to attend the funeral of a member of the employee's immediate family. A second day shall be granted if the funeral occurs more than one hundred (100) miles from the employee's home. The leave shall not be deducted from their sick leave or their personal leave. The proper form shall be submitted to the Superintendent requesting such leave.

ARTICLE 13 – LEAVES OF ABSENCE WITHOUT PAY

13.01 Requests for Leave of Absence Without Pay

Requests for leaves of absence without pay shall be submitted, in writing, on forms which shall be supplied by the BOARD. Failure to complete the terms for which a leave is requested will be grounds for termination of the leave. In the event that an employee's limited contract expires while on leave, the contract will be renewed or non-renewed in accordance with normal procedure of the BOARD.

13.02 Ill Health

A. A written application for leave of absence for ill health must be accompanied by a statement from the attending physician stating the nature of the illness and definitely recommending that a leave of absence be granted.

B. Such request for leave of absence will be granted for up to one (1) semester. The leave may be renewed, but in no event will a leave extend for more than four (4) semesters, plus the semester in which the leave commences. The request for extension of leave for personal illness will be accompanied by a doctor's statement recommending such an extension.

13.03 Release From Duty – EMT

In accordance with Ohio Revised Code Section 4113.41, employees who serve as a volunteer firefighter or EMT for any Village, Township or County will be excused from work, without pay, to make emergency calls; provided, however, no such employee may leave work at a time when doing so will place any child(ren) in an unsupervised or unattended situation or, in the case of Bus Mechanics, when school vehicles are transporting students.

13.04 Child Care Leave

A. The BOARD will grant a leave of absence, without pay, for the purpose of caring for a newly-born child or a newly-adopted child whose age is one (1) year or less at the time of the commencement of the leave of absence.

B. An employee who wishes to take child care leave shall make application, in writing, to the BOARD at least forty-five (45) calendar days prior to the commencement of said leave unless extenuating circumstances prevent such advance notice, in which event, the application must be filed as soon as possible.

C. Leave under this section will be granted for a period of up to four (4) semesters plus the remaining portion of the semester in which the leave commenced.

D. Leave under this section shall expire on the last day of the school term unless the employee gives notice by April 15 of his/her intent to return to active employment for the ensuing school year.

13.05 Military Leave

A. In accordance with ORC 3319.085, military leave of absence shall be granted to any employee who is drafted or recalled to active duty with any branch of the armed services of the United States.

B. An employee returning from military service shall be accorded all rights provided by ORC 3319.085.

C. An employee who is a member of the Ohio National Guard, the Ohio Naval militia, the Ohio military reserve, or any of the reserve components of the armed forces of the United States is entitled to a paid leave of absence for up to one month (defined as 22 eight hour work days) during each calendar year of service in the uniformed services. Said paid leave will not be offset by amounts earned by the employee while on military leave.

D. When an employee is called to active duty for a period in excess of one month in any one calendar year because of an executive order issued by the President or because of an act of Congress, the BOARD will pay such employee, each month, the lesser of $500 or the difference between the employee's military pay and the employee's regular pay.

13.06 Family and Medical Leave

A. Employees who: (1) have been continuously employed for at least one (1) year; and (2) have either: (a) worked for at least 1250 hours during the twelve (12) month period immediately preceding the date when the application to take this leave is filed, or (b) were employed under a "full time" contract during the twelve (12) month period immediately preceding the date when the application to take this leave is filed, shall be eligible for "Family and Medical Leave" in accordance with the Family and Medical Leave Act, Public Law 103-3.

B. Family and Medical Leave may be taken by employees who are temporarily unable to work due to:

1. Birth of a child where the employee is needed to care for such newborn [child care leave];

2. Placement of a child with the employee for adoption or foster care [child care leave];

3. The need for the employee to care for a spouse, son, daughter or parent with a serious health condition [family care leave]; or

4. Serious health conditions of the employee, as defined by the U.S. Department of Labor's Regulations, that make the employee unable to perform the essential functions of his/her job (with or without reasonable accommodations for the disability, if such is required) [employee disability leave].

C. Child Care Leave taken under this section as Family and Medical Leave may commence at any time during the one (1) year period following the date of birth or date of placement for adoption.

D. No more than twelve (12) weeks of Family and Medical Leave, as such, will be granted in any twelve (12) month period commencing with the first day of usage.

E. Where the necessity for this leave is foreseeable, the employee must give notice by requesting this Leave, in writing, at least thirty (30) calendar days prior to the onset of the leave. Such written notice shall be filed with the Superintendent. In those situations where the employee is unable to give this thirty (30) day notice, notice of the request for the leave must be given at the earliest time possible, considering all the circumstances present.

When "family care leave" or "employee disability leave" is foreseeable, based on planned medical treatment, the employee should try to schedule such planned medical treatment during non-assigned duty time.

F. Requests for "family care leave" must be supported by a health care provider certification verifying that a serious health condition exists and that the employee is needed to care for the family member and the estimated time needed for such care.

Requests for "employee disability leave" must be supported by a health care provider certification verifying that a serious health condition exists and a statement that the employee is unable to perform the essential functions of his/her position.

Requests for "intermittent or reduced schedule family care leave" or "reduced schedule employee disability leave" must be further supported by medical certification as to the necessity and expected duration of the leave; and, for planned medical treatments, the dates and duration of each treatment.

G. Employees covered by the medical insurance program set forth in Article 15, Section 15.01, at the onset of a leave scheduled under this section may continue to participate in the program during the leave on the same terms and conditions that would have applied had no leave been taken. The premium portion payable by the employee, if any, is due on the first day of the month.

H. Except as specifically required by other provisions of this AGREEMENT with respect to any other type of leave taken concurrently with leave taken under this Section, no other employment benefits accrue during a family and medical leave and no other paid leave benefits (e.g., holiday pay) will be paid if such occur during a family and medical leave. The length of service of an employee on an approved family medical leave of absence shall not be broken, and the time spent on such leave shall be conducted as continuous service.

I. Where there is medical necessity for "intermittent leave" or "reduced schedule leave" or "family care leave" or "employee disability leave", such are available, subject to agreement between the BOARD and the employee. However, the BOARD may require the employee to transfer for the duration of the leave to an equivalent position that better accommodates the proposed intermittent or reduced leave schedule, if such a position exists within the employee's classification. Employee's on an intermittent or reduced leave schedule will have their salaries and/or hourly pay reduced to reflect the hours or days missed due to such leave unless paid leave (e.g., sick pay) is otherwise payable for time off work while on Family and Medical Leave pursuant to other provisions of this AGREEMENT.

J. Employees with accrued but unused personal days or sick leave days must use such paid leave first as part of any "family care leave" and/or "employee disability leave" taken under this Section. A request to use Family and Medical Leave under this Section shall also be deemed a request to take any paid leave (e.g., sick leave, personal days) the employee is eligible to take. Approval to take Family and Medical Leave also constitutes approval to take such other leave.

K. Employees who apply for and take a leave of absence under other sections of this Article (e.g., sick leave, ill health leave or child care leave), which leave is for a reason for which the employee would also be eligible

or Family and Medical Leave under this Section and/or the Family and Medical Leave Act, shall also be deemed to be on Family and Medical Leave under this Section and shall be so notified by the Treasurer's office.

L. When returning from a leave under this Section, the employee will be placed in the same position that he/she held before taking this leave, provided the leave has been for less than one year's duration. When returning from a leave under this Section of more than one year's duration, the employee will be placed in the same or as similar a position as possible to the position held prior to taking the leave. This procedure will allow an employee who has taken leave of more than one year's duration under this Section to be placed in a position of the least senior employee in the applicable classification. If the employee was transferred to accommodate an intermittent leave or reduced hours leave, the employee will be returned to the position he/she held before being transferred for accommodation of the intermittent leave or reduced hours leave. If family and medical leave is taken in conjunction with child care leave, as provided for above, or ill health leave as provided in above, the applicable return-to-work conditions specified in this AGREEMENT shall be applicable.

M. The provisions governing return to work shall also be applicable to the return of an employee from "Employee Disability Leave" granted under this Section.

N. In the event Family and Medical Leave Act is repealed, this Section shall be null and void and of no further force and effect.

ARTICLE 14 – RETURN FROM LEAVE DUE TO PERSONAL ILLNESS OR DISABILITY IN EXCESS OF TEN (10) WORK DAYS

14.01 An employee returning to work following an absence from work of ten (10) or more work days due in whole or in part to personal illness or disability, paid or unpaid, must furnish the Superintendent with a statement from his/her attending physician certifying the employee's ability to return to active working status. If the employee's physician is unable to certify that the employee is able to resume his/her full and normal job duties without limitations, the attending physician shall provide the full particulars on any limitations/restrictions in place and the likely duration of such. In the event there are restrictions/limitations, a meeting will be held with the employee before a determination is made on whether the employee may/may not return to active working status. If as a result of this meeting the Superintendent determines that the employee can return to work with restrictions/limitations, the Superintendent and the employee will then work out the reasonable accommodations necessary, if possible, to enable the employee to do so.

14.02 The Superintendent may, in the exercise of his sole discretion, require any employee desiring to return to active working status following such absence to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the employee is able to return to work with or without restrictions/limitations and if the employee is able to return to work with restrictions/limitations, to work out the reasonable accommodations necessary, if possible, to enable the employee to do so. In the event the employee's physician and the physician selected by the Superintendent do not agree on any matter, they shall jointly refer the matter to a third physician mutually acceptable to such physicians who shall consider the report of the two physicians, examine the employee, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal.

14.03 The employee is responsible for all expenses incurred from his/her physician.

14.04 The BOARD is responsible for all expenses incurred from the physician selected by the Superintendent and for the cost of the third physician.

ARTICLE 15 – INSURANCE

15.01 Insurance Program

A. Employees shall be eligible to participate in a Board-approved health care plan. Two options will be offered, a preferred provider organization (PPO) plan, and a high deductible health plan ($2000/$4000) that will include a Health Savings Account (HSA). For employees who elect the HDHP plan (effective date January 1, 2014) the Board will pay $1,000 into the HSA for an employee with single coverage, and $2,000 for an employee with family or employee+kids coverage in the first year of participation. Said contribution will be paid to employees in January.

1. Hospitalization/Major Medical Insurance benefits for employees and dependents of employees providing the benefits which are as more fully described in the EPC Schools Choice Plus Plan or Choice Plus H S A Plan– Greeneview Local Schools booklet last updated October 1, 2013 and January 1, 2014 respectively.

It is recognized that effective with the change in the foregoing Health Insurance Plan, the following changes in the insurance coverage and provision will be made:

Office Visit Co-pay	$20
Urgent Care Co-pay	$35
ER Co-pay	$100

In Hospital Co-pay		$250
RX Co-pays	Tier 1	$10
	Tier 2	25% $25 Min, $45 Max
	Tier 3	$60
	Mail Order	90 day supply – co-pays double
Deductible	In Network	$300 single/$600 family
	Out of Network	$600 single/$1200 family
Coinsurance		80%
Out of Pocket	In Network*	$2000 single/$4000 family
	Out of Network*	$3000 single/$6000 family

*Affordable Care Act dictates that the Out of Pocket includes the medical deductible and medical co-pays

2. Dental expense insurance benefits for employees and dependents of employees as described in the Summary Plan Description Booklet issued by the Southwest Ohio EPC Dental Plan.

B. The foregoing Hospitalization/Major Medical, Dental, Insurance Programs shall be available for all employees on the active working payroll who have made application for such insurance on or before the effective date of this AGREEMENT, who are regular employees employed by the BOARD, who work at least fifteen (15) hours per week, and for whom such coverage is in effect prior to the effective date of this AGREEMENT.

C. The foregoing Hospitalization/Major Medical, Dental Insurance Programs shall be available for all employees who make application for such insurance and/or such employees who are hired after the effective date of this AGREEMENT, for all such employees who are regular employees of the BOARD, who work at least fifteen (15) hours per week, and who complete the required insurance forms and have the same filed with the office of the Treasurer of the BOARD. Upon completion and filing of the required insurance forms, on or prior to the thirtieth (30^{th}) day of employment on the active working payroll, coverage becomes effective on the first day of the month following the month when first on active working payroll.

D. The foregoing Hospitalization and Major Medical Insurance Programs shall be provided to employees under contract to work thirty (30) or more hours per week, with such employees covered by such benefits contributing toward the cost of such benefits based on the following schedule:

BOARD PORTION

Employee Only Contract

The BOARD shall contribute in plan year 2017 eighty-two percent (82%), and in plan year 2018 & 2019 eighty percent (80%) of the premium cost toward the cost of a single contract for each employee who is eligible for and who has applied for such coverage.

Dependent/Family Contract

The BOARD's shall contribute in plan year 2017 eighty-two percent (82%) and in plan year 2018 & 2019 eighty percent (80%) of the premium cost toward the cost of a family contract for each employee eligible to apply for and who has applied for such coverage.

EMPLOYEE PORTION – All premium costs in excess of the BOARD's contribution.

The foregoing Hospitalization and Major Medical Insurance Program shall be provided to employees under contract to work at least fifteen (15) hours per week but who are under contract to work less than thirty (30) hours per week, with such employees covered by such benefits contributing toward the cost of such benefits based on the following schedule:

BOARD PORTION – The BOARD's contribution shall be based on the number of weekly contract hours the employee is contracted to work as a percentage of thirty (30) hours. This percentage then is applied against the amounts specified above for thirty (30) hour employees to determine the BOARD's contribution. (Example: Employee is under contract to work twenty (20) hours per week. The BOARD's contribution would be $20/30^{th}$ of the BOARD's portion set forth above.)

EMPLOYEE PORTION – All premium costs in excess of the BOARD's contribution.

The foregoing Dental Insurance program shall be provided to employees under contract to work thirty (30) or more hours per week who enroll for such coverage at no cost to the employee. The foregoing Dental Insurance program shall be provided to employees under contract to work at least fifteen (15) hours per week but who are under contract to work less than thirty (30) hours per week who apply for such insurance, with the BOARD contributing a percentage of the cost of such dental insurance based on the number of weekly contract hours the employee is contracted to work as a percentage of thirty (30) hours.

E. It is recognized that in some situations, two (2) family members are employed by the School District, with each entitled to insurance benefits pursuant to the provisions of this Article. When this situation exists, the BOARD's contribution toward the cost of insurance benefits is calculated as follows:

1. Each employee may elect single coverage. If single coverage is elected, the BOARD's contribution toward each policy will be determined in accordance with the formula set forth in this Article; or

2. The employees may elect family coverage. If family coverage is elected, the BOARD's contribution in plan year 2017 shall be eighty-two percent (82%), and the BOARD's contribution in plan years 2018 & 2019 shall be eighty percent (80%) or the actual dollar amount which the BOARD would contribute had the employee elected single coverage pursuant to the provisions of this Article, whichever is the lesser amount.

Thereafter, the BOARD's contribution shall be calculated at the lesser of the amount in Paragraph 1 or 2 above.

F. The following Life Insurance Program shall be provided without cost to the full-time (under contract to work thirty (30) or more hours per week) employees covered by this AGREEMENT.

1. Life Insurance in the amount of $45,000.00.

2. Double Indemnity for Accidental Death in the amount of $90,000.00.

Employees under contract to work at least fifteen (15) hours per week but less than thirty (30) hours per week shall be provided with Life Insurance and Double Indemnity for Accidental Death Insurance at no cost to the employee with the amount of such insurance benefit determined as follows:

Benefit coverage shall be based on the number of weekly contract hours the employee is contracted to work as a percentage of thirty (30) hours. This percentage is then applied against the Life Insurance and Double Indemnity for Accidental Death Insurance amounts specified above for full-time (thirty (30) hour) employees to determine the coverage rounded up or down to the nearest $1,000.00 amount. (Example: Employee is under contract to work twenty (20) hours and fifteen (15) minutes per week. The amount

of Life Insurance and Double Indemnity for Accidental Death Insurance would be 20.25/30th of $45,000, or $30,375).

3. The Life Insurance and Accidental Death and Dismemberment Insurance specified above shall be provided without cost to all eligible employees who are on the active working payroll on the effective date of this AGREEMENT, and who are regular employees of the BOARD, and for whom coverage is in effect immediately prior to the effective date of this AGREEMENT. The Life Insurance and Accidental Death and Dismemberment Insurance Program specified above shall also be provided without cost to all eligible employees and/or new employees who are hired after the effective date of this AGREEMENT, effective on the first day of the month following the date of this AGREEMENT or the date they commence actual employment with the BOARD, whichever is the later date.

G. Vision Insurance

Employees may participate in a Board-approved vision care plan. Employees who elect to participate will pay 100% of the premium cost for such coverage.

H. General Insurance Provisions

a. The insurance described above shall be continued for any eligible employee who pays the employee's portion as set forth above during any period when such employee is on the active working payroll, compensated sick leave, compensated leave of absence granted pursuant to the provisions of this AGREEMENT, Family and Medical Leave granted pursuant to the provisions of this AGREEMENT, non-compensated approved leave of absence of less than thirty (30) days, or for employees working only during the regular School year and not working during the Summer break period, until any such employee either resigns his/her employment status or fails to return to active working status at the commencement of the next school year. Employees on a non-compensated approved leave of absence over thirty (30) work days' duration (other than Family and Medical Leave) and/or employees (or dependents of employees) eligible for COBRA Benefit Continuation Rights who desire to continue benefit coverage described above past the period for which the BOARD has agreed to continue benefit coverage for the employee may do so by paying one hundred percent (100%) of the full group premium for such insurance, as set by the BOARD's Insurance carrier, to the Treasurer and/or

the carrier designated by the BOARD and set forth in COBRA regulations. In the event coverage is discontinued for any period due to non-payment of premium or for any other reason, coverage cannot be reacquired through the BOARD until the employee returns to active working status.

b. Unless a properly completed application form for any of the benefits described above is filed with the Treasurer of the BOARD within thirty (30) calendar days of the date the employee commences active working status, or returns to active working status from leave, whichever is applicable, or unless timely application is made for COBRA benefit rights, coverage will not be available until the next enrollment period.

c. In the event an employee desires to change from one type of coverage to a different type of coverage (e.g., single dependent), the employee must follow the procedures specified in the "Insurance Policy". Any change in coverage shall be generated by the provisions contained in the "Insurance Policy".

d. All benefits provided pursuant to this Benefit Program shall be subject to the conditions set forth in any insurance contract secured by the BOARD.

l. For purposes of this section, the effective date of resignation of any employee shall be the effective date of resignation as submitted on the employee's resignation notification.

15.02 IRC Section 125 Plan

A. The BOARD has in place a Section 125 Plan pursuant to which the employee portion of any insurance premiums, medical, child care and/or adult care costs may be paid with "before tax" dollars.

B. The administrative cost of the Section 125 Plan shall be paid by the BOARD.

ARTICLE 16 – WAGES

16.01 The wage rates payable during the term of this AGREEMENT will be as set forth in Appendix A attached hereto and incorporated herein. Three year contract with a 3% increase in year one, a 2% increase in year two, and a 2% increase in the third year of the Agreement.

16.02 Unless granted advanced placement on the salary schedule of up to seven (7) years by the Superintendent based on experience, all new employees shall

begin at the first step of the salary schedule. Included in the seven (7) years, employees who have substituted in the District for 120 days or more per school year will be given a year's service credit for each school year in which 120 days or more was worked. There shall be no arbitrary or capricious application of this provision.

16.03 Employees shall progress one (1) step each year after initial placement on the salary schedule, provided they work in a pay status a minimum of one hundred twenty (120) days the preceding school year. Salary changes are effective at the commencement of the employee's contract term unless specifically otherwise approved by the BOARD.

16.04 Employees who are promoted/transferred to a different job classification and employees who commence dual employment, will begin at Step 0 in the new job classification unless they are eligible for advanced placement in accordance with Article 16, Section 16.02.

16.05 Shift Differential. Those employees who begin their regular shift at 2:00 p.m. or later will receive the shift differential of thirty ($0.30) cents per hour during the nine (9) months of the school year only.

ARTICLE 17 – WORKING CONDITIONS – OVERTIME

17.01 Work Rules

A. Employees assigned to school buildings shall be subject to the rules and regulations established by the Building Principal which pertain to the employees assigned to his/her building. Employees shall also be subject to all Rules, Regulations and Policies established by the BOARD. To the extent practicable, all rules and policies established by the BOARD and/or the Superintendent shall be in writing, shall be communicated to the employees and to the ASSOCIATION, and shall be uniformly applied throughout the entire school system.

B. A handbook with all District and State policies governing transportation employees shall be given to each transportation employee at the beginning of each school year. The supervisor shall be responsible for going over these policies and particularly those which may have changed since the previous year.

C. This calendar can be changed as dictated by circumstances upon notice in writing to the affected employees. As much notice as is reasonably possible will be given.

17.02 Work Week

A. The work week, for purposes of computation of earnings, will start at 12:00 a.m. each Thursday and end at 12:00 p.m. (midnight) the following Wednesday.

B. The normal work week is from Monday through Friday.

17.03 Direct Deposit of Payroll Checks

A. Effective with the first pay due on and after January 1, 2005, all employees shall be required to be paid through a "direct deposit" payroll system, pursuant to which each employee may elect to have his/her payroll check directly deposited into an account or accounts of his/her selection in a bank, credit union, savings society or the like. This direct deposit system shall enable the employee to receive his/her pay from such financial institution at no cost to the employee.

B. Number of Pays

All employees shall be paid twenty four (24) pays per year. Pay days shall be on the tenth (10^{th}) and twenty-fifth (25^{th}) day of the month. (If the payday falls on Saturday payday will be on Friday and if payday falls on Sunday pay will occur on Monday.)

17.04 Hours of Work

A. Hours of work for all regular full-time or short-hour employees will be based on job classification and responsibility as assigned by the Superintendent. When unusual conditions or governmental regulations require different hours, the Superintendent or designee may adjust the work schedule to cover job requirements. Any deviation in the employee's assigned work schedule must be approved in advance by the employee's supervisor.

B. Employees are required to accurately report all regular and overtime hours worked and all break and lunch time on time cards/sheets provided by the BOARD. This time card/sheet must be prepared and signed by the employee and approved by the employee's supervisor.

C. Time spent in applying for or being interviewed for a position outside of normal duty time shall not be deemed work time and shall not be paid time.

D. All eligible bargaining unit members shall have a duty free lunch period of not less than thirty (30) consecutive minutes. The only exception to an

employee taking a thirty minute duty-free lunch each day will be if an employee is asked to work by his/her immediate supervisor, a building principal, or the Superintendent. If asked to work by some other individual, the employee may respond to the request only with permission of the employee's immediate supervisor, a building principal, or the Superintendent. When an employee works any part of his/her thirty (30) minute, duty-free lunch, the full thirty (30) minutes shall count toward the employee's forty (40) hours of work for that workweek. The administrative personnel that authorize the time sheet of the employee shall note on the time sheet along with the employee, and both shall initial that the employee worked during his/her thirty (30) minute, duty-free lunch.

17.05 Overtime

A. It is the prerogative of the Superintendent or his designee to determine when and what work will be performed by employees on an overtime basis. Employees are required to accurately report all hours worked. Employees will be paid for all actual hours worked.

B. Employees will be paid based on actual hours worked rounded up or down to the nearest quarter hour each day. Overtime pay at the rate of time and one-half 1-1/2) the hourly rate applicable to the hours worked which cause the overtime shall be paid for all hours worked in excess of forty (40) hours each work week. If forty (40) hours plus overtime is earned from two (2) or more rates of pay, the hours and rates of pay will be averaged in order to arrive at a daily amount for paying time and one-half (1-1/2).

C. Employees called in to work on a Sunday or holiday recognized as such by the BOARD due to an emergency shall be paid double time for all hours worked.

D. In lieu of being paid overtime (either time and one-half or double time), an employee may earn compensatory-time-off hours equal to the overtime hours which would have been paid. The maximum amount of compensatory time which may be earned in any school year (July 1st through June 30th) is forty (40) hours. All compensatory time earned in any school year must be taken during the school year. Compensatory time earned in any school year and not taken before June 30th will be paid off as of June 30th.

E. Compensatory time off can only be taken at a time mutually agreeable to the employee and the employee's supervisor and may not exceed five (5) consecutive work days at any time.

F. When computing hours worked, paid holidays, and paid calamity days which fall within the normal workweek shall count as hours worked. Hours

taken off as sick leave, vacation days and personal leave will not be counted as hours worked for purposes of calculating overtime.

G. All overtime must be authorized in advance by the employee's supervisor.

H. Bus drivers shall be paid on the basis of actual hours worked (including extra/overtime hours worked) rounded up or down to the nearest quarter hour daily, by work week.

I. All overtime for employees other than bus drivers shall be rotated by job classification seniority within the classification at each work site. If no one within the job classification is available within the work site, overtime shall be rotated by job classification seniority among other employees within the job classification. If the overtime cannot be worked by an employee in the classification, it shall be offered to other employees before a substitute is offered the work. Such other employees shall be paid at the BOARD's substitute rate.

17.06 Call-In Pay

A. Any employee who has completed his/her regularly scheduled workday and is called back to work shall receive two (2) hours' pay or pay for actual hours worked, whichever is greater, at the applicable rate in addition to regular pay due to the employee on that day.

B. This call-in pay does not include required-attendance meetings, time worked immediately prior to or immediately following an employee's regular workday, which shall be compensated at the employee's applicable hourly rate for the time actually worked.

C. An employee who is required by the Superintendent to attend meetings outside his/her normal work hours shall be paid for all actual time attending the meeting at his/her hourly rate of pay.

17.07 Complaints Concerning Employees

Public Complaints

A. Purpose

It is the intent of the BOARD that complaints be resolved privately among the complainant and the employee whenever possible. The purpose of this procedure is to determine the factual basis for public complaints that have not been resolved privately concerning actions of employees of the BOARD during the conduct of their assigned duties. Information processed through the public complaints procedure shall be directed to

the employee or appropriate school officials and the individual who has initiated the complaint as specified in the procedure. Any complaint regarding sexual harassment will be referred to the Sexual Harassment Officer for investigation.

B. Procedure

a. Types of complaints – Definitions

i. Private – Shared with the employee by the complainant.
ii. Public – Shared with school officials.

1. Confidential – complainant does not wish identity revealed.

2. Written – complainant places concerns in writing.

3. Interactive – complainant meets with school officials and employee.

b. Process for Public Complaints

i. Building Principal/Supervisor level

1. Building Principal/Superintendent receives the complaint initially for consideration.

2. Building Principal/Supervisor may accept confidential complaints and will accept written or interactive complaints.

3. The Building Principal/Supervisor takes action as indicated in Section 3, "Actions to be taken".

4. Complainant or employee may move the complaint to the next level if not satisfied with the response of the Building Principal/Supervisor.

ii. Superintendent Level

1. Superintendent or designee will review a complaint which has been initiated at the Building Principal/Supervisor level but will refer any complainant wishing to initiate a complaint at this level back to the Building Principal/Supervisor for the initial handling at that level.

2. Superintendent or designee takes action as indicated in Section 3, "Actions to be taken".

3. Superintendent or designee will review written or interactive complaints only.

c. Actions to be taken

i. Confidential complaints

1. Will be shared with the Building Principal/Supervisor and with the employee to the extent that confidentiality is protected.

2. Will be investigated.

3. No report will be written.

ii. Written complaints

1. Will be shared with all individuals involved.

2. Will be investigated.

3. A report will be written addressing the factual validity of the complaint.

iii. Interactive Complaints

1. A meeting will be set with all individuals involved and with the Building Principal/Supervisor.

2. Will be investigated

3. A report will be written addressing the factual validity of the complaint.

The foregoing procedure will be followed unless the complaint is of such a nature that it must, by law, be referred to the Greene County Children's Services Board and/or police officials for investigation and appropriate action. Processing of such a complaint by the BOARD will be suspended until such time as the proceedings before the Greene County Children's Services Board and/or police department are concluded. Upon conclusion of such proceedings, complaint will either be investigated or deemed resolved by virtue of the action taken by the Children's Services Board and/or police department.

ARTICLE 18 – DRUG FREE WORKPLACE

18.01 The BOARD will provide an educational program to help employees appreciate the problems associated with the use of controlled substances, drugs or alcohol.

18.02 Each employee may be required, as a condition of continued employment, to undergo such medical examination(s) as the BOARD may require which may include obtaining body tissue or fluid samples and analysis of same, and to execute any and all releases or consents required by any entity or person performing such medical examination(s). All such medical examinations shall be performed by a medical facility selected by the BOARD and shall be at the expense of the BOARD.

A. Under this program, the BOARD may require employees to be tested "For Cause". "For Cause" shall be defined as those circumstances where the BOARD has information, based on facts or observed conduct, about the employee's appearance, behavior or conduct during work time that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to the use of alcohol, controlled substances or other illegal drugs. Such observed conduct should include more than one of the following: difficulty in maintaining balance, slurred speech, bloodshot eyes, erratic or atypical behavior, or otherwise appears unable to perform his/her job in a safe manner.

B. Any employee who admits to a drug or alcohol problem will be considered to have been tested and to have tested positive.

C. Under this program, the BOARD may also require employees who are involved in any accident to be tested.

18.03 An employee whose confirmation alcohol or drug test is a "positive test" will be considered in violation of the BOARD's Rules and Regulations. The initial test will be considered only as a test to determine whether there is a possibility of the presence of alcohol or drugs in the employee's system. It is recognized that this test is not a reliable indicator and that individuals can test positive on this test and have no such substances in their system. For this reason, results of the initial test will not be placed in an employee's personnel file and no record of the positive reading on the initial test will be maintained. However, when a positive reading on the initial test is recorded, the confirmation test will be rerun.

A "positive test" for alcohol or an illegal drug means to have the presence of alcohol, an illegal drug and/or a drug metabolite in the employee's system, as determined by appropriate testing of a bodily specimen, that is equal to or greater than the levels specified below for the confirmation test.

		Confirmation Test Levels (B)
1.	Alcohol	0.05% (C)
2.	Marijuana metabolite	20 ng/ml (D)
3.	Cocaine metabolite	150 ng/ml (E)
4.	Morphine and/or codeine	300 ng/ml
5.	Phencyclidine (PCP) (and/or metabolites)	25 ng/ml
6.	Amphetamine and/or Methamphetamine	500 ng/ml
7.	Oxazepam and/or other benzodiazepine or metabolite	300 ng/ml
8.	Barbituates	200 ng/ml (F)
9.	Methadone and/or metabolite 300 ng/ml	

(A) Initial testing shall be by the E.M.I.T. Test

(B) Confirmation testing shall be by the GC-MS Test

(C) Percent blood alcohol level

(D) Delta-9 tetrahydrocannabinol-9-carboxylic acid

(E) Benzoylecgonine, ecgonine methyl ester, and/or ecgonine

(F) Amobarbital, butabarbital, butalbital, pentobarbital and/or secobarbital

"Illegal drug (or drug)" means a controlled substance as defined by Section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

18.04 Employees who "test positive" shall be subject to the following:

A. First Positive Test

The employee shall be given the opportunity to either immediately:

1. voluntarily resign his/her employment with the BOARD; or

2. be placed on sick leave, if available, or a voluntary leave of absence, without pay, during which the employee must immediately enter a BOARD-approved alcohol or drug treatment program. An employee exercising this option shall remain on sick leave or unpaid medical leave of absence only while remaining an active cooperating patient in the program, as certified by the medical facility supervising the program, and may not return to active working status until he/she has been released to return to work by such medical facility and has been retested with a negative test result and certified by the medical facility as fully capable of performing the duties of an employee in a safe manner.

   Any employee who exercises this option who is either removed from the program by the medical facility supervising the program or who withdraws from the program before being released to return to work by such medical facility shall be deemed to have resigned his/her employment with the BOARD.
   An employee who completes the program who is released to return to work, who tests negative before returning to work and who returns to active working status, shall be subject to retesting.

3. In the event the employee refuses to exercise either of the options specified above in (a) or (b), the employee shall be subject to immediate discharge.

B. Second Positive Test

If, within twenty-four (24) months of the First Positive Test, an employee "tests positive" for either alcohol or drugs, the employee shall immediately be placed on a ten (10) work day disciplinary suspension, without pay, during which a conference will be held with the employee and he/she shall be given the option at the end of such disciplinary suspension to either immediately:

1. voluntarily resign his/her employment with the BOARD; or

2. be placed on sick leave, if available, or a voluntary medical leave of absence, without pay, during which the employee must immediately enter a BOARD-approved alcohol or drug treatment program. An employee exercising this option shall remain on sick leave or unpaid medical leave of absence only while remaining an active cooperating patient in the program, as certified by the medical

facility supervising the program, and may not return to active working status until he/she has been released to return to work by such medical facility and has been retested with a negative test result and certified by the medical facility as fully capable of performing the duties of the employee in a safe manner.

Any employee who exercises this option who is either removed from the program by the medical facility supervising the program or who withdraws from the program before being released to return to work by such medical facility shall be deemed to have resigned his/her employment with the BOARD.

An employee who completes the program who is released to return to work, who tests negative before returning to work and who returns to active working status, shall be subject to retesting.

3. In the event the employee refuses to exercise either of the options specified above in (a) or (b), the employee shall be subject to immediate discharge.

C. Third Positive Test

If, within twenty-four (24) months of the second positive test, an employee tests positive for either alcohol or drugs, the employee will be discharged.

18.05 Any employee who refuses to take any test required under this Program, or who refuses to execute any required releases or consent forms, will be subject to immediate dismissal.

18.06 Leaves of Absence Following a Positive Test

The leave of absence taken after a "positive test" shall be either sick leave, if available, or a medical leave without pay and shall be deemed a leave of absence for medical or illness reasons and Family and Medical Leave. The employee may also elect to take family or medical leave. The employee may also use his/her accrued vacation time. Insurance coverage will continue in accordance with the provisions of Article 20. Prior to return to work, the employee must be retested with a negative test result. If none is received, the employee will be discharged. The leave of absence shall be for a maximum of thirty (30) days, during which time the employee must retest. If the results of the alcohol and/or drug test have not been received by the 30th day, and the employee has tested, the leave of absence will be extended until the results are received. If the 30th day of a leave of absence falls on a Saturday, Sunday or designated BOARD holiday and the employee has not yet tested, he/she must take a test on the next work day or be discharged. The leave of absence will be extended up to an additional thirty (30) days for treatment with evidence of

continuing, satisfactory treatment, as certified by the medical facility supervising the treatment.

18.07 Procedure for Alcohol or Drug Testing

A. Consent. No alcohol test will be administered, urine sample obtained or any drug test conducted on such sample without the written consent of the person being tested. (See Section 37.05 above). Employees have the right to have a GCEA representative present prior to testing if requested by the employee.

B. Pre-collection Interviews. Prior to the administration of an alcohol test and/or the collection of a urine specimen for drug testing, the employee will be thoroughly interviewed by the facility administering the test to determine if there may be any medications (over-the-counter or prescription) or other substances that may have been inhaled, ingested, or injected in the past two weeks which could result in a positive test.

C. Alcohol Testing. The administration of an alcohol test shall be in accordance with the test equipment manufacturer's instructions.

D. Chain of Custody. Collection and shipment of all urine samples will follow strict chain of custody procedures.

Drug Testing. The obtaining of a urine sample for drug testing and the testing of such samples shall be conducted in accordance with procedures established by the facility administering the test, which procedures should assure that any samples tested have been procured from the individual being tested.

E. Retention of Sample. All "positive test" samples will be frozen by the facility administering the test and retained for six (6) months.

F. Notification. All employees who test positive shall be so notified by the BOARD and given an opportunity to provide the BOARD any reasons he/she may have which would explain the positive test result. If the employee provides an explanation acceptable to the BOARD that the positive test result is due to factors other than the presence of alcohol or illegal drugs in the test specimen, the positive test result will be disregarded and all records of the test result destroyed and the employee will be retested.

G. Confidentiality. The identities of employees who have tested positive shall be limited to those persons having need to know, including a GCEA representative, if designated by the employee.

18.08 Drug and Alcohol Abuse Prevention and Testing Policy and Procedures

POLICY

A. Purpose for employees required to have a C.D.L.

The Greeneview Board of Education believes that the safety of students while being transported to and from school or school activities is of utmost importance and is the primary responsibility of the driver of the school vehicle. To fulfill such a responsibility, each driver, as well as the others who perform safety-sensitive functions with District vehicles must be mentally and physically alert at all times while on duty.

The purpose of these policies and procedures is to prevent accidents, injuries and property damage resulting from the misuse of alcohol or use of controlled substances by Greeneview Local School District employees, in compliance with the federal Omnibus Transportation Employees Testing Act of 1991, and regulations promulgated by the U.S. Department of Transportation.

B. Scope

These policies and procedures apply to every person employed by, or making application for employment with, the Greeneview Local School District Board of Education whose job duties require (or would require if hired) a commercial driver's license ("CDL") or who performs safety-sensitive duties on behalf of the Greeneview Local School District Board of Education, including Bus Drivers, Substitute Bus Drivers, Mechanics, the Transportation Supervisor, and applicants for such positions.

C. Policy

All employees who are required to hold a CDL or who perform safety-sensitive duties as defined in (B) must report to work fit for duty and free of any influence of alcohol or controlled substances that may impair their ability to safely and competently perform their duties. Such employees, and applicants for such positions, must submit to all required drug and alcohol testing. Employees experiencing problems related to misuse of alcohol or controlled substances are encouraged to seek assistance before those problems affect their work.

D. Prohibited Conduct: Transportation Department (To the extent applicable, these rules apply equally to applicants for covered positions).

1. No employee shall report for duty or remain on duty while having an alcohol concentration of 0.04 or greater. (Applicants having an

alcohol concentration of 0.02 or greater will not be considered for hire. Employees having an alcohol content of 0.02 but less than 0.04 will be removed from safety-sensitive functions). See explanation below.

2. No employee shall be on duty while in possession of alcohol.

3. No employee shall use alcohol while on duty.

4. No employee shall report for duty or remain on duty within four hours of using alcohol.

5. If an employee has been involved in an accident, that employee shall not use alcohol until the earlier of:

   a. undergoes a post-accident test; or

   b. at least being advised by his/her supervisor that a post-accident test will not be required;

   c. eight (8) hours has elapsed since the accident.

6. No employee or applicant shall report for duty or remain on duty when he/she uses any controlled substance, except pursuant to instructions of a physician, provided the physician has advised that the controlled substance does not adversely affect the ability to safely operate a school bus, or perform other safety-sensitive duties. (Any employee using a controlled substance for medical reasons must provide documentation of such use to Greeneview Local School District's medical review officer ("MRO"), verifying the lack of adverse affect on driving ability, in advance of reporting for duty. Any employee using a controlled substance for medical reasons where such use may adversely affect driving ability, or the performance of other safety-sensitive duties, shall be placed on a leave of absence, pursuant to applicable leave policies).

7. No employee or applicant shall refuse to submit to a required alcohol or controlled substance test. Refusal to submit will be the same as a positive test which will result in job termination.

E. Consequences of Violations

1. Applicants who violate any of the above prohibitions under consideration for employment shall not be hired, and shall not be considered for employment for at least a year.

2. Employees who violate any of the above prohibitions shall be given the option of a) resigning, b) being referred for evaluation and assistance (see below for a full explanation), or c) termination; provided, however, the option of referral for evaluation and assistance shall not be available to any employee who, at any time during his/her tenure of employment with Greeneview Local School District, has been referred involuntarily for evaluation and assistance as a result of alcohol or controlled substance related violations of Greeneview Local School District policies.

3. Employees found to have an alcohol concentration of 0.02 or greater, but less than 0.04 shall not be allowed to remain on duty, and may not report to work for at least 24 hours following the test. (No other adverse action will be taken, and such time shall not be counted as an absence, but rather will be an administrative leave without pay).

F. Definitions

The following definitions apply to terms used in these policies and procedures:

1. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular alcohols including menthyl and isopropyl alcohol.

2. "Alcohol use" means the consumption of any beverage, mixture, or preparation including any medication, containing alcohol.

3. "Alcohol concentration" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test ("EBT").

4. "Confirmation test" for alcohol testing means a second test, following an EBT screening test, with a result of 0.02 or greater, that provides quantitative data of alcohol concentration. For controlled substances testing it means gas chromatograophy/mass spectrometry ("GC/MS") independent of the initial screen test.

5. "Refuse to submit" to an alcohol or controlled substance test means: 1) fail to provide adequate breath for EBT or adequate urine for controlled substance testing, without a valid medical explanation after receiving notice of the requirement for the test; or 2) engage in conduct that clearly obstructs the testing process.

6. "Controlled substance" means all substance listed on federal controlled substance Schedules I through V and includes, but is not limited to, illicit drugs, prescription drugs or medications taken internally.

7. The term "while on duty" means all time from the time the CDL license holder begins to work or is required to be in readiness for work until the time she/he is relieved from work and all responsibility for performing safety-sensitive functions.

   "On duty time" for employees of the Greeneview Local School District Transportation Department means all time spent providing a breath sample or urine specimen, including travel time to and from the designated sample collection site, in order to comply with any alcohol testing and/or controlled substance testing required by these policies and procedures.

8. "Safety-sensitive duties" include operation of a school bus, inspecting a school bus, performing service and maintenance on a school bus, and/or repairing a school bus.

9. A. The term drug means:

   1) Any article intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in main or other animals.

   2) Any article, other than food, intended to affect the structure or any function of the body of man or other animals.

   B. The term "controlled substance" means a drug or other substance, or immediate precursor, included in schedule I, II, III, IV, or V of the Federal Controlled Substances Act or listed in Ohio's Schedules of Controlled Substances Reference Table.

10. The term "illegal drug" means drugs, controlled substances, and harmful intoxicants (as defined in Ohio Revised Code §2925.01), the possession or use of which is unlawful, pursuant to Federal, State, and local laws and regulations.

11. The term "substance abuse" includes the use of alcohol, the use of illegal drugs, as well as over-the-counter drugs not being used for their recommended purposes, in a prescribed or recommended

manner, or in the quantity recommended by the prescriber or manufacturer.

12. The term CDL "license holder" means all regular and substitute bus drivers, other staff members who may drive students in District vehicles or inspect, repair, and maintain District vehicles.

13. The Board expects all CDL license holders to comply with Board Policy 10.11-Drug Free Workplace which prohibits the possession, use, sale, or distribution of alcohol, illegal drugs, or a controlled substance on school property/vehicle at all times. Further, the Board concurs with the Federal requirement that all CDL license holders should be free of any influence of alcohol, illegal drugs, or controlled substances while on duty.

G. Required Testing

The Greeneview Local School District may elect to have all testing performed through a consortium of employees required by law to perform alcohol and drug testing of employees.

1. Pre-Employment Testing: All applicants for employment in Greeneview Local School District Transportation Department, and all employees transferring from any other position to such position, shall, prior to reporting for duty, undergo controlled substance testing. Negative results must be reported for such testing before reporting for duty.

2. Post-Accident Testing: Post-accident testing shall be required for any accident involving the loss of human life, or if the employee received a citation for a moving traffic violation arising from the accident.

   a) As soon as practicable following such accident, but within two hours, the employee shall be tested for alcohol; provided, however, that if the test is not administered within two hours, but within eight hours following such accident, the driver shall be tested for alcohol, and a record shall be made stating the reasons the test was not promptly administered. No alcohol test shall be administered more than eight hours following an accident, but a record shall be made stating the reason(s) the test was not promptly administered.

   b) As soon as practicable following such accident, but within 32 hours, the employee shall be tested for controlled substances. No controlled substance test shall be

administered more than 32 hours following an accident, but a record shall be made stating the reason(s) the test was not promptly administered.

c) Employees subject to post-accident testing shall remain readily available for alcohol and controlled substance testing. However, remaining "readily available" shall not require any delay in securing necessary medical treatment for injured persons (including the employee), nor preclude leaving the scene, if necessary, to secure assistance in responding to an accident. If any delay in testing is due to an employee's failure to follow required procedures, or other driver misconduct, such may be considered an obstruction of the testing process. See D(7) and F(5) – a refusal to submit to a test.

d) Any breath or blood test for alcohol, or any urine test for controlled substances, conducted by federal, state or local officials following an accident shall be considered a post-accident test as if administered pursuant to this policy; provided i) the test(s) were administered within the requisite time(s) following the accident; ii) the test(s) conform to applicable federal, state or local requirements; and iii) the results of the test(s) are obtained by Greeneview Local School District.

3. Random Testing: Employees shall be selected for random alcohol and controlled substance testing, with each employee having an equal chance of being tested each time selections are made.

a) Random tests shall be unannounced and spread reasonably throughout the school year.

b) A sufficient number of employees shall be selected during each school year so that: i) the number of alcohol tests administered shall be at least 25% of the average number of covered positions in that school year; and ii) the number of controlled substance tests administered shall be at least 50% of the average number of covered positions in that school year. (These percentages are subject to change by the U.S. Department of Transportation ("DOT"), Federal Highway Administration ""FHWA") but not prior to January 1, 1997). If testing is performed through a consortium of employers, the number of employees selected from Greeneview Local School District may vary, if the consortium

elects to apply the random selection to all covered employees of all participating employers.

c) Selection for random alcohol testing shall only be made while an employee is on duty, just prior to going on duty, or just after an employee has been on duty. (Substitute Bus Drivers not scheduled to be on duty on a day when a random selection is made for alcohol testing shall not be included in that random selection process).

d) Any employee notified of selection for random alcohol and/or controlled substance testing shall proceed to the designated test site immediately. (If he/she is driving a bus at such time, the bus shall be driven to the first available safe stop point, and the driver shall remain at such point until relieved of driving responsibilities, and then she/he shall proceed to the test site immediately).

4. Reasonable Suspicion Testing:

a) Any employee shall submit to an alcohol test when there is reasonable suspicion to believe the employee has violated any of the prohibitions of this policy concerning alcohol except D(2) (possession).

b) An employee shall submit to controlled substance testing when there is reasonable suspicion to believe the driver has violated any of the prohibitions of this policy concerning controlled substances.

c) The determination of "reasonable suspicion" shall be based on specific, contemporaneous, articulable observations concerning appearance, behavior, speech or body odors of the driver; and such observations shall be made by a supervisor or Administrator trained in accordance with DOT/FHWA regulations. (An EBT alcohol test shall not be administered by the same person who determined there was "reasonable suspicion"). Observations giving rise to reasonable suspicion of controlled substance related violations of this policy may include the chronic and withdrawal effects of controlled substances. Observations leading to a reasonable suspicion test shall be documented and signed by the person making the observations: i) within 24 hours of the observed behavior; and ii) for controlled substance tests, before results are released (whichever is earlier).

d) Reasonable suspicion alcohol testing shall be based only on observations during, just preceding, or just after the period of the work day when the employee is required to be in compliance with this policy; and such testing shall be as soon as practicable after said observations are made, but without two hours. If not within two hours, but within eight hours of the observations, the employee shall be tested, and a record shall be made stating the reasons for delay. No alcohol test shall be made more than eight hours after observations, but a record shall be made stating the reasons for delay. If any delay in testing is due to an employee's failure to follow required procedures, or other employee misconduct, such may be considered an obstruction of the testing process D(7) and F(5), a refusal to submit to a test.

e) Employees required to submit to reasonable suspicion alcohol testing who are not tested, regardless of the reason for the lack of testing, shall not be allowed to remain on duty, and may not report to work for at least 24 hours following the observations leading to the reasonable suspicion, or until EBT is administered which measures less than 0.02. (Except for disciplinary action if the lack of testing was due to a refusal to submit to a test (including obstruction of the testing process), no other adverse action will be taken, and such time shall not be counted as an absence, but rather will be an administrative leave without pay).

5. Return-To-Duty Testing: Any employee who has violated any prohibition of this policy shall be tested before returning to duty.

a) If the violation(s) concerned alcohol, the employee shall submit to an alcohol EBT indicating an alcohol concentration of less than 0.02.

b) If the violation(s) concerned controlled substance(s), the employee shall submit to controlled substance testing with a result negative for controlled substance use.

6. Follow-Up Testing: If an employee has been returned to duty following a referral for evaluation and assistance pursuant to E(2)(b) of this policy, and a determination was made that the employee was in need of assistance in resolving alcohol misuse and/or controlled substance use problems, the employee shall submit to unannounced follow-up alcohol and/or controlled substance testing as directed by a substance abuse professional

but there shall be at least six such tests in the 12 months following the return to duty; provided follow-up alcohol tests shall be conducted only during, just prior to, or just after the time the employee is on duty.

7. Compensation and Costs:

a) All testing required by these policy and procedures shall be at Greeneview Local School District's expense. Testing done at an employee's or applicant's request, but not expressly require by these policy and procedures shall be at the expense of the person requesting the testing.

b) All time spent providing a breath sample or urine specimen, including travel time to and from the designated collection site in order to comply with any alcohol or controlled substance testing required by this policy is considered hours worked for employees currently employed by Greeneview Local School District, and shall be compensated as such.

c) Evaluation and assistance after a referral pursuant to E(2)(b) shall be at the employee's expense. However, group health plan benefits may be available to cover some or all of the costs.

H. Alcohol Testing Methods/Procedures:

1. Breath Alcohol Technician: Any EBT alcohol test administered by this policy shall be administered by a breath alcohol technician ("BAT") trained to proficiency in the U.S. DOT/FHWA procedures. The BAT shall not be the employee's supervisor.

Any law enforcement officer certified by a state or local government to conduct breath alcohol tests is considered a qualified BAT, provided the officer has been certified to use the EBT used for the test under this policy.

2. Alcohol Testing Device:

a) EBT's shall be used for all alcohol testing, and shall be able to distinguish alcohol from acetone at the 0.02 alcohol concentration level, and be capable of air blank testing and external calibration check.

b) EBT's used for confirmation tests must be capable of printing, in triplicate, a unique sequential test number, the

test result, the EBT manufacturer, the EBT's serial number, and the time of the test.

3. Quality Assurance:

   a) EBT's shall have a manufacturer's quality assurance plan approved by the National Highway Transportation Safety Administration ("NHTSA") providing external calibration check methods, minimum intervals for calibration check varying depending on use, operation and environmental conditions, tolerance specifications, and maintenance/inspection schedules.

   b) Greeneview Local School District shall ensure that the quality assurance plan is followed, and any EBT outside tolerances shall not be used until properly serviced. (All maintenance, inspection and service shall be performed by a certified manufacturer's representative, state health agency, or other appropriate state agency).

   c) EBT's not in use shall be stored in a secure place.

4. Alcohol Testing Site:

   a) Alcohol testing shall be conducted in private so that unauthorized persons neither see nor hear the test results, with all required equipment, personnel and materials present where the test is administered.

   b) Unauthorized persons shall not have access to the test site, and the BAT shall not leave the test site which the test is being administered.

   c) Only one employee shall use an EBT at a time.

5. Alcohol Testing Form: The breach alcohol testing form specified by the U.S. DOT/FHWA shall be used.

6. Preparation for Alcohol Testing: Upon entering the test site, the BAT will require, and the employee shall provide positive identification.

7. Screen Test Procedure:

a) The BAT shall complete Step 1 on the breath alcohol test form, and the employee shall sign and date Step 2 on the form.

b) An individually-sealed mouthpiece shall be opened by the BAT and attached to the EBT in view of the employee.

c) The BAT shall instruct the employee to blow forcefully into the mouthpiece for at least six seconds or until the adequate breath is obtained, and the employee shall do as instructed.

d) If the EBT does not print all required data in triplicate, the BAT shall show the EBT display to employee, complete Step 3 on the breath alcohol test form and complete the log book entry, with the employee entering his/her initials in the log.

e) If the EBT prints all required data, the BAT shall show the EBT display to the employee and either affix the print out on the breath alcohol test form or allow the EBT to print the results on the form.

f) If the results of the screen test is an alcohol concentration of 0.02 or greater, a confirmation test shall be performed. (If a different BAT will perform the confirmation test, the first BAT shall complete the breath alcohol test form for the screen test, giving the employee copy 2).

g) Except for a Step 3 signature where the result of a screen test is an alcohol concentration below 0.02, any refusal by the employee to sign or initial a required form or log shall be regarded as a refusal to take a test.

8. Confirmation Test Procedures:

a) If a different BAT performs the confirming test, positive ID shall be required, and a new breath alcohol test form shall be used.

b) Confirming tests shall not be less than 15 minutes after, nor more than 20 minutes after the screen test to prevent any accumulation of mouth alcohol causing artificially high results. During the wait period, the employee shall not eat, drink, put anything in his/her mouth, and try not to belch. (Any failure to comply with these requirements shall be

noted on the breath alcohol test form, and the test shall proceed).

c) A new mouthpiece shall be used and the same procedures followed as in the screen test – H(6)(b) – (e). However, the BAT shall ensure the EBT registers 0.00 on an air blank before the test.

d) Following completion of the confirming test, the BAT shall date and sign Step 3 of the breath alcohol test form, and the employee shall sign the certification and fill in the date at Step 4. (A refusal to sign Step 4 or initial a log is not a refusal to take a confirming test). Confirmation test results are deemed the final results.

9. Invalid Tests:

a) Any disparity between data on an EBT display and a printout shall be noted by the BAT on the breath alcohol test form and the test shall be invalid.

b) After a confirming test, the BAT shall conduct an air blank, and if the reading is greater than 0.00, the test is invalid.

c) If any event renders the test invalid, if practicable, the BAT shall begin a new test, using a new breath alcohol test form and a new test number, with a different EBT if the reason the other test was invalidated was due to EBT malfunction or air blank calibration.

NOTE: The above explanation of alcohol testing methods/procedures is a summary of the requirements of U.S. Department of Transportation for such testing. To the extent that federal requirements are inconsistent with these procedures (due to interpretation of regulations, amendment, or other reasons), federal requirements apply. If a consortium of employers is used, the testing personnel and facilities used by the consortium will follow federal requirements.

I. Drug Testing Methods/Procedures:

1. Drugs for Which Testing Shall be Done: Drug Testing shall test for marijuana, cocaine, opiates, amphetamines and phencyclidine. If the Greeneview School District deems it necessary to test for other controlled substances, pursuant to any other applicable drug policy, such tests shall use a separate urine specimen, following appropriate protocols for testing for such other controlled substances.

2. Preparation for Testing: The certified laboratory and urine sample collection personnel will comply with all U.S. Department of Transportation drug testing regulations, including:

   a) Use of prescribed forms;

   b) Use of clean, single use specimen containers with tamper-proof sealing and appropriate labels to identify the sample;

   c) If samples are to be shipped or stored, use tamper-proof containers; and

   d) Establish written procedures, instructions and training.

3. Specimen Collection: Urine specimen collection will comply with applicable specimen collection regulations:

   a) The designated collection site(s) shall have all necessary, personnel, materials, equipment and facilities.

   b) Adequate security will be maintained to restrict access to collection materials and specimens.

   c) Chain of custody shall be maintained to assure that specimens are transferred only to authorized persons.

   d) Only authorized persons may have access to the specimen, and access to the collection site(s) must be limited to the extent possible.

   e) The privacy of the employee providing the specimen will be preserved, unless one of the following circumstances gives reason to believe an employee may alter/substitute the specimen:

      I) A urine specimen given by the employee falls outside the normal temperature range;

      II) The last urine specimen provided by the employee had a specific gravity and creatinine concentration less than prescribed amount;

      III) Collection site person observes conduct which clearly indicates an attempt to alter/substitute the specimen; or

IV) The employee has previously tested positive for controlled substances, and the test is a required follow-up test upon or after return to duty (see Section G(5) and G(6)).

f) Specimen integrity and identity shall be maintained by placing bluing in toilets and eliminating other water sources, requiring positive identification of the employee, having the employee remove unnecessary outer garments and wash his/her hands, and obtaining at least 45 ml. urine in a split sample. All required inspections and measurements will be performed to prevent alteration or substitution. (The employee will be able to observe these initial checks, and will be asked to sign a form to certify that the specimen was collected from him or her).

g) If the initial test on a split sample is positive, the employee may ask the MRO to have the split sample tested (at the employee's expense) by a different certified laboratory. If the test of the split sample is negative, the test result shall be reported as negative. However, the employee must be removed from duty (administrative leave without pay) pending receipt of results of a split sample test requested by the employee.

h) The initial test will be an FDA approved immunoassay test for metabolites of the specified drugs, at the following cut-off levels:

Marijuana	50 ng/ml
Cocaine	300 ng/ml
Opiate	300 ng/ml
Opiate (immunoassay specific for free morphine)	25 ng/ml
Phencyclidine	25 ng/ml
Amphetamine	1000 ng/ml

i) Specimens positive from the initial test must be confirmed using GC/MS at the following cut-off levels:

Marijuana	15 ng/ml
Cocaine	150 ng/ml
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamine	500 ng/ml

Methamphetamine	500 ng/ml

j) Test results are reported to the MRO, with results reported as negative unless positive for both the initial test and the GC/MS. (The laboratory must retain all positive specimens at least one year).

k) The MRO must verify all confirmed positive test results by rev reviewing the data, and examining alternate explanations (may include interviewing the employee or reviewing medical history). The MRO will contact the employee (or if unable to do so ask Greeneview Local School District to have the employee contact the MRO) to discuss any positive result.

l) The MRO will report only confirmed and verified positive results to Greeneview Local School District.

NOTE: The above explanation of drug testing methods/procedures is a summary of the requirements of the U.S. Department of Transportation for such testing. To the extent that federal requirements are inconsistent with these procedures (due to interpretation of regulations, amendment, or other reasons), federal requirements apply. If a consortium of employers is used, the testing personnel and facilities used by the consortium will follow federal requirements.

J. Record Retention and Confidentiality

All records related to employee drug and alcohol testing are confidential and not public records. Such records must be in a secure records retention system, with access limited to those who need such access to implement this policy, or who have been authorized by the employee to have access to the records.

However, if an employee pursues any legal action related to the testing, the records may be disclosed by the employer in such proceeding.

Upon written request, the employee may have access to any records related to his or her tests.

K. Referrals for Evaluation and Assistance

Employees experiencing problems related to misuse of alcohol or controlled substances are encouraged to seek evaluation and assistance before those problems affect their work, and before those problems lead to violations of these policy and procedures. Information on resources for

such evaluation and assistance is available, on a confidential basis, from the Superintendent's Office. Voluntary referrals for evaluation and assistance have no adverse employment consequences. However, if the employee violated Greeneview Local School District policies, had work performance problems, or other problems related to employment, the employee remains responsible for the consequences of the violation(s), poor performance, or other problems, without regard to the voluntary referral for evaluation and assistance.

18.09 Policy Notification: Each CDL holder shall be required to sign the following notification:

GREENEVIEW SCHOOLS
DRUG AND ALCOHOL TESTING POLICY

1. I have received a copy of the Alcohol and Drug Testing Policy for Greeneview Local Schools for CDL license holders.

2. I have received a copy of information concerning drugs of abuse, provided by Greene Memorial Hospital.

3. I have received a copy of drug/alcohol treatment centers, provided by Greene Memorial Hospital.

4. I understand that my employer is required to administer pre-employment, reasonable suspicion, post-accident and random testing.

5. I understand when notified that I am to report to Greene Memorial Hospital, I must do so.

6. I understand that as a CDL licensed bus driver or mechanic, performing safety-sensitive duties, my employment will be terminated for non compliance of Greeneview Schools Drug and Alcohol Testing Procedures and Policy.

7. I have been given an opportunity to ask questions.

_____ _____

Signature of Employee Date

ARTICLE 19 – SEVERANCE PAY

19.01 Severance Pay

A. Severance pay shall be granted to employees after retirement. The amount of payment is to be determined as follows:

1. For those employees with ten (10) or more years of service to the School District and retiring through SERS, calculation for the severance benefit shall be one-fourth (1/4) of the unused, accumulated sick leave not to exceed the allowable accumulation of days in Article 12.01(B) of this Agreement.

2. Severance payment shall be made in a lump sum in the January of the calendar year after the retirement date of the employee after the retirement has been accepted by the BOARD and after the employee has presented notification to the BOARD from the appropriate State Retirement System that they are officially accepted for retirement.

3. Severance pay shall be made on a per diem rate at the time of actual retirement (hourly rate times number of regular (not overtime or extra duty) hours per day employee regularly works.

19.02 Such payment shall be made only once to any employee and shall extinguish all accumulated sick leave to the credit of such employee.

19.03 In the event of death, any employee who has ten (10) years of service in the School District shall be deemed to have retired on the date immediately preceding the date of death. Payment of the retirement pay shall be disbursed in accordance with the applicable laws of the State of Ohio. The qualified appointed Executor or Administrator in the employee's estate shall make application for payment of these benefits.

ARTICLE 20 – FOOD SERVICE

20.01 Food service employees will be paid no less than their regular hourly rate for all actual hours worked when working at lunchroom banquets.

20.02 The opportunity to work lunchroom banquets will be offered to Food Service employees in the Building on a rotating equitable basis. If there is not a sufficient number of volunteers in the Building, then the opportunity to work will be offered to Food Service employees outside the Building. If there is not a sufficient number of volunteers from outside the Building, the work opportunity will be offered to other employees before a substitute is utilized. Employees who accept

such assignments outside their job classification shall be paid at the BOARD's established substitute rate.

ARTICLE 21 – TRANSPORTATION

21.01 Bus routes will be initially established by the transportation supervisor, and may be modified and/or changed as the needs of the School District dictate. The process by which routes are timed will be uniformly applied with one consistent driver for all routes, with the Transportation Supervisor present during the timing, and driven during normal route times.

21.02 Route Assignment

A. Once a driver has selected a route, the assignment of such driver to the route will remain in place.

B. If during the term of this AGREEMENT the BOARD either establishes new routes or changes the route times by thirty (30) or more minutes per day for a total of five (5) or more routes prior to the start of school in any school year, the BOARD will notify the ASSOCIATION of such changes and will work out with the ASSOCIATION a procedure for the selection/assignment of all routes by seniority. Routes should be bid with the Transportation Supervisor and in private. Final route bid results will be posted each year in the Transportation Office and Central Office within 5 days.

21.03 Temporary Route Assignment – Bus Drivers

The following procedures shall be followed in the assignment of a driver to fill a route which becomes open during the school year as a result of a driver being approved for a leave of absence of at least thirty (30) consecutive work days.

A. Prior to the commencement of each school year, drivers shall have the opportunity to sign up for temporary assignments which become available during the school year, during the beginning of school year in-service.

B. When a route becomes open during the school year, a driver on the sign up list shall be assigned the route. Such assignment shall be made on a rotating seniority basis.

1. If the open route provides less daily hours than the driver on the list "up" for the route assignment is already assigned on his/her assigned route, the "up" driver may either accept or pass the assignment. If the "up" driver passes the assignment because it

offers less hours, such driver will remain eligible for the next temporary route assignment.

2. If the open route provides the same or more daily hours than the driver on the list "up" for the temporary assignment is already assigned on his/her regular route assignment, the "up" driver must either accept the temporary assignment or pass the temporary assignment. If the temporary assignment is passed by the "up" driver, the driver shall be placed at the bottom of the list the same as if the driver had accepted the temporary assignment.

C. Any routes which become vacant after April 1st of any school year shall be filled by a substitute.

D. Any route which is open because the regular driver assigned to the route has taken a temporary assignment pursuant to this Section shall be filled by a substitute.

E. Once a driver bids off his/her regular route to a temporary assignment route, he/she forfeits the right to claim any portion of his/her regular route while working the temporary assignment; provided, however, the Transportation Supervisor may assign a portion of the regular route to his regular driver while working on the temporary route assignment.

F. When the driver who created the temporary vacancy returns, he/she will return to his/her last assigned route. The driver who bid the temporary vacancy will also return to his/her last assigned route.

G. A driver who bids a temporary assignment route accepts the bus assigned to the route.

H. Drivers will notify the transportation supervisor that they will be absent from the regular route. The supervisor will obtain all substitutes for regular routes.

21.04 Bus Drivers – Hours Calculation for Insurance

A. In determining hours worked by bus drivers for insurance eligibility purposes, either the route time indicated on the posting or the actual hours set on the route if the route is later adjusted, whichever is greater, shall be counted as hours worked for the school year involved.

21.05 Field Trips. Athletic Trips, and Other District Sponsored Trips

A. Definitions

1. A Field Trip is any planned journey by one or more students away from District premises, which is an integral part of a course of study and is under the direct supervision and control of a professional staff member or any advisor as designated by the Superintendent.

2. An Athletic Trip is any school-sponsored athletic event, including Marching Band.

3. Other District Sponsored Trip shall be defined as any planned, student-travel activity which is approved as part of the District's total educational program and is under the direct supervision and control of a professional staff member or any advisor as designated by the Superintendent. (Power of the Pen; summer camps; student recognition trips; Robotics Competition; Quiz Bowl, etc.)

B. The following provisions apply to Field Trips:

1. Bus drivers shall be paid their regular route rate of pay for field trips.

2. Field trips shall be assigned to drivers under regular contract who sign up for field trip assignments on a rotation basis using job classification seniority.

3. Interested drivers must sign up at the start of each school year during the beginning of school year in-service, or at the time of employment.

4. A driver electing not to drive an assigned field trip, which does not conflict with the driver's regular route, will not be eligible for a trip until the next rotation.

5. If a conflict between the field trip and the driver's regular route occurs, the driver may either be passed and thus be available for the next field trip or take the field trip.

6. The transportation supervisor may select an available driver and disregard the rotation only when an emergency exists. An emergency shall be defined as a breakdown, accident, disaster, personal illness, or same day of trip requests. If there is no regular contract driver available, then a substitute driver may be selected from the substitute or drive anything list.

7. The Transportation Supervisor and/or designee shall determine the bus to be used on all field trips.

8. If a field trip is canceled, and the driver is not notified and reports for the trip, then the driver will be paid for two (2) hours or regular route pay for time the driver was unable to run the regular route, whichever is greater.

9. Field trips have a minimum of two (2) hours.

C. The following provisions shall apply to athletic trips:

1. Bus drivers shall be paid their regular route rate of pay for athletic trips. Athletic Trips have a minimum of two (2) hours.

2. Athletic trips shall be assigned to drivers for the entire season (e.g., driver(s) assigned to Boys' Varsity Football, driver(s) assigned to Girls' Varsity Basketball, etc.) at the start of each school year, during the beginning of school year in-service.

3. Interested "drive anything" drivers must sign up at the start of each school year during the beginning of school year in-service, or at the time of employment, if they are not assigned a specific sports route that season but wish to be considered. Routes shall be assigned to drivers under regular contract who sign up for "Drive Anything" assignments on a rotation basis using job classification seniority.

4. The Transportation Supervisor may select an available driver and disregard the rotation only when an emergency exists. An emergency shall be defined as a breakdown, accident, disaster, personal illness, or same day of trip requests. If there is no driver under regular contract available, a substitute driver may be selected from the substitute or drive anything list.

5. The Transportation Supervisor and/or designee shall determine the bus to be used on all athletic trips.

6. If an athletic trip is canceled, and the driver is not notified and reports for the trip, then the driver(s) assigned will be paid for two (2) hours or their regular route pay for time they do not run their regular route, whichever is greater.

7. EXCEPTIONS:

(a) An athletic trip with nine (9) or fewer participants may be assigned to non-bargaining unit personnel where the trip conflicts with normal route schedules, or there is a shortage of drivers if there are no regular contract drivers available, and the trip cannot be scheduled where there is no conflict.

(b) An athletic trip with nine (9) or fewer participants which requires an overnight stay may be assigned to non-bargaining unit personnel.

D. Other District Sponsored Trips with nine (9) or fewer student participants within twenty-five (25) miles of the District may be assigned to non-bargaining unit personnel. Other District Sponsored Trips with more than nine (9) student participants will be assigned as a Field Trip in accordance with Paragraph B above.

21.06 Miscellaneous Transportation Provisions

A. Drivers shall receive their regular rate of pay for all hours worked, including breakdown time. Payment will be made in one quarter hour or fifteen (15) minute increments, subject to a four (4) hour daily minimum.

B. Any regular driver substituting on another regular route shall be paid at his/her regular rate of pay.

C. Drivers will be paid an additional thirty (30) minutes time to hand wash his/her bus, when required to do so by the Supervisor.

D. The required driver in-service training, prior to school, shall be scheduled on a Tuesday, Wednesday or Thursday of the second full calendar week of August of each year. The required driver inservice training shall be scheduled within one (1) month of the beginning of school each year. The Association shall be placed on the agenda.

E. Mid-day Absences

Mid-day absences that are known to be of two (2) or more consecutive days shall be filled by regular drivers whenever possible. A list of regular drivers who voluntarily request inclusion shall be established prior to the start of school annually and shall be by classification seniority and continuously rotated.

Regular drivers who work in other classifications shall not be eligible for such mid-day filling of absences. If unable to reasonably fill such need, the transportation supervisor shall fill such absences with substitute drivers. Priority will be given to the aide on the preschool route, if he/she is a regular contract driver.

21.07 Physical Examination

A. In accordance with Ohio law (Ohio Administrative Code 3301-83-07), each employee who is required to have a Commercial Driver's License and/or school bus driver operator's permit is required to have an annual physical by a BOARD-approved physician.

B. All costs associated with taking the physical charged by the provider shall be paid by the BOARD. If Ohio Law changes where the employee can elect to use his/her family physician for the annual physical, then the employee will be responsible for all costs associated with this physical examination which are not covered by the employee's insurance. The family physician shall be required to complete the entire medical examination from prescribed law.

C. Each employee taking a physical will be compensated for all hours involved in the taking of the physical from the time the employee reports for duty until the employee is released from duty after taking the physical.

ARTICLE 22 – RE-EMPLOYMENT OF RETIRED EMPLOYEES

22.01 Non-teaching employees (hereinafter "employees") who have retired and who are collecting retirement benefits from the SERS (Ohio) or a comparable retirement system may be employed/reemployed by the Board subject to the following special conditions:

A. For purposes of calculating seniority, the "retired" employee shall be deemed a newly hired employee with no prior seniority credit at the time of employment or re-employment.

B. Employment/re-employment shall be on the basis of a one (1) year limited contract, which contract shall automatically terminate at its expiration, without the necessity of Board action being taken. While there shall be no expectancy of reemployment at the expiration of any one (1) year limited contract issued pursuant to these special conditions, if such employee is reemployed at the expiration of any one (1) year contract, such reemployment shall be on a one (1) or two (2) year limited contract basis only, which shall automatically terminate at its expiration, without the necessity of Board action being taken. Such employee shall not be deemed reemployed when notice of nonrenewal is not given in the year when any contract expires. Any further employment of the employee will be upon the recommendation of the Superintendent to the Board of Education. A "retired" employee who is employed/reemployed shall not be eligible for continuing contract status.

22.02 An employee who is reemployed shall be deemed an employee in the bargaining unit covered by this agreement and shall be eligible for all benefits (e.g. insurance, sick leave) available and provided to other employees.

22.03 A retired employee who is employed/reemployed who has cashed in his/her sick leave at the time of retirement shall be deemed a new employee for purposes of accumulating sick leave and for all purposes where benefits or conditions are

based on continuous service or seniority; provided, however, a retired employee who is employed on successive one (1) year contracts shall be deemed continuously employed (e.g. no break in service from the date of such employment/reemployment following retirement).

22.04 A rehired employee may be granted up to ten (10) years of credit for prior experience for purposes of placement on the salary schedule. Thereafter, such employee will advance as a new hire in accordance with Board policy.

22.05 A rehired employee is not eligible to convert accrued unused sick leave to severance upon leaving employment with the District the second time.

ARTICLE 23 – ACCIDENT REPORTS

23.01 Employees shall be required to report any accidents causing personal injury on written forms supplied by the BOARD.

23.02 Employees shall be required to report any incidents which involve personal injury to staff or students on written forms supplied by the BOARD.

ARTICLE 24 – COMPLETE AGREEMENT

24.01 Except as otherwise specifically provided in the written provisions of this AGREEMENT, the BOARD has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law. All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein, shall not be binding upon the parties to this AGREEMENT.

ARTICLE 25 – NO STRIKE AGREEMENT

25.01 For the duration of this AGREEMENT, neither the ASSOCIATION, its agents, nor the employees represented by the ASSOCIATION shall engage in any strike, slowdown, or withholding of services designed to interfere with the normal operations of the School District.

ARTICLE 26 – ACADEMIC DISTRESS COMMISSION

26.01 As required by ORC Section 3302.10(P), the parties incorporate into this contract the provisions of ORC Section 3302.10 regarding academic distress commissions. ORC Section 3302.10 will have no effect on any provision of this contract unless the District would meet requirements of state law for the

Superintendent of Public Instruction to establish an academic distress commission for the District. Should the District enter into academic distress, the intent of the parties is to emerge from academic distress with this Agreement intact.

ARTICLE 27 – DURATION

27.01 The Greeneview Local Board of Education and the Greeneview Classified Employees Association affiliated with the Ohio Education Association and the National Education Association hereby adopts this AGREEMENT to be in full force and effect from July 1, 2016 through June 30, 2019.

27.02 The parties acknowledge that during the negotiations which resulted in this AGREEMENT each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein, and the parties agree that this AGREEMENT constitutes the entire contract between them.

GREENEVIEW CLASSIFIED EMPLOYEES ASSOCIATION, OEA/NEA

Rebecca Carver, Team Member

Regina Dalton, Team Member

Brenda Willett, Team Member

Jasmine Williams, Labor Relations Consultant, OEA

BOARD OF EDUCATION OF THE GREENEVIEW LOCAL SCHOOL DISTRICT

Kathy Hollingsworth, Board Member

Isaac Seevers, Superintendent

Julie Gibson, Treasurer

APPENDIX A

Step	H.S. Principal's Secretary	Middle Principal's Secretary	Elem & Asst. Principal's Secretary	Building Secretary
0	12.37	12.04	11.68	11.30
1	12.74	12.37	12.02	11.68
2	13.09	12.74	12.36	12.02
3	13.43	13.09	12.73	12.36
4	13.78	13.43	13.08	12.73
5	14.14	13.78	13.42	13.08
6	14.51	14.14	13.77	13.42
7	14.84	14.48	14.13	13.77
8	15.20	14.84	14.47	14.13
9	15.54	15.20	14.82	14.61
10	15.89	15.54	15.18	14.82
13	16.24	15.89	15.52	15.18
18	16.60	16.24	15.87	15.52
23	16.95	16.62	16.24	15.86
25	17.30	17.00	16.62	16.20
27	17.66	17.37	17.00	16.54

APPENDIX A

Step	Bus Driver	Transportation Assistant	Assistant Mechanic	Head Mechanic
0	13.04	9.84	15.07	17.94
1	13.53	10.19	15.43	18.29
2	14.02	10.55	15.78	18.64
3	14.49	10.90	16.12	18.99
4	14.98	11.25	16.49	19.33
5	15.47	11.59	16.84	19.70
6	15.98	11.92	17.18	20.03
7	16.47	12.29	17.53	20.39
8	16.94	12.65	17.89	20.76
9	17.45	13.01	18.23	21.09
10	17.94	13.35	18.60	21.44
13	18.43	13.70	18.92	21.82
18	18.91	14.06	19.29	22.17
23	19.41	14.44	19.65	22.50
25	19.89	14.81	20.00	22.82
27	20.39	15.20	20.36	23.16

APPENDIX A

Step	HS /Cust. Elect Tech	Custodian	Building Assistant	Technology Assistant	Food Service/Cook	Head Cook
0	12.96	12.65	9.84	11.30	9.72	10.71
1	13.32	13.01	10.19	11.68	10.08	11.07
2	13.68	13.35	10.55	12.02	10.42	11.42
3	14.03	13.70	10.90	12.36	10.77	11.77
4	14.37	14.06	11.25	12.73	11.14	12.13
5	14.73	14.39	11.59	13.08	11.49	12.48
6	15.07	14.76	11.92	13.42	11.81	12.83
7	15.43	15.12	12.29	13.77	12.18	13.18
8	15.78	15.45	12.65	14.13	12.56	13.54
9	16.12	15.81	13.01	14.47	12.88	13.87
10	16.47	16.16	13.35	14.82	13.25	14.24
13	16.84	16.51	13.70	15.18	13.60	14.58
18	17.18	16.86	14.06	15.52	13.94	14.94
23	17.54	17.20	14.44	15.86	14.30	15.27
25	17.89	17.56	14.81	16.21	14.66	15.59
27	18.25	17.93	15.20	16.57	15.03	15.92

APPENDIX A

Step	H.S. Principal's Secretary	Middle Principal's Secretary	Elem & Asst. Principal's Secretary	Building Secretary
0	12.62	12.28	11.91	11.53
1	13.00	12.62	12.26	11.91
2	13.35	13.00	12.61	12.26
3	13.70	13.35	12.99	12.61
4	14.06	13.70	13.34	12.99
5	14.42	14.06	13.69	13.34
6	14.80	14.42	14.05	13.69
7	15.14	14.77	14.41	14.05
8	15.51	15.14	14.76	14.41
9	15.85	15.51	15.12	14.90
10	16.21	15.85	15.49	15.12
13	16.57	16.21	15.83	15.49
18	16.94	16.57	16.19	15.83
23	17.29	16.96	16.57	16.18
25	17.65	17.33	16.96	16.53
27	18.02	17.71	17.35	16.88

APPENDIX A

Step	Bus Driver	Transportation Assistant	Assistant Mechanic	Head Mechanic
0	13.30	10.03	15.37	18.30
1	13.80	10.39	15.74	18.66
2	14.30	10.76	16.10	19.02
3	14.78	11.12	16.44	19.37
4	15.28	11.47	16.82	19.72
5	15.78	11.82	17.18	20.10
6	16.29	12.16	17.52	20.43
7	16.80	12.53	17.88	20.80
8	17.28	12.90	18.25	21.18
9	17.80	13.27	18.60	21.52
10	18.30	13.62	18.97	21.87
13	18.80	13.97	19.30	22.25
18	19.29	14.34	19.68	22.61
23	19.79	14.73	20.05	22.95
25	20.29	15.11	20.40	23.28
27	20.80	15.50	20.76	23.63

APPENDIX A

Step	HS /Cust. Elect Tech	Custodian	Building Assistant	Technology Assistant	Food Service/Cook	Head Cook
0	13.22	12.90	10.03	11.53	9.92	10.93
1	13.58	13.27	10.39	11.91	10.29	11.29
2	13.95	13.62	10.76	12.26	10.63	11.65
3	14.31	13.97	11.12	12.61	10.99	12.01
4	14.66	14.34	11.47	12.99	11.37	12.38
5	15.02	14.68	11.82	13.34	11.72	12.73
6	15.37	15.06	12.16	13.69	12.05	13.09
7	15.74	15.42	12.53	14.05	12.43	13.45
8	16.10	15.76	12.90	14.41	12.81	13.82
9	16.44	16.13	13.27	14.76	13.13	14.15
10	16.80	16.48	13.62	15.12	13.51	14.53
13	17.18	16.84	13.97	15.49	13.87	14.88
18	17.52	17.20	14.34	15.83	14.21	15.23
23	17.89	17.55	14.73	16.18	14.58	15.58
25	18.25	17.91	15.11	16.54	14.95	15.91
27	18.62	18.29	15.5	16.9	15.32	16.24

APPENDIX A

Step	H.S. Principal's Secretary	Middle Principal's Secretary	Elem & Asst. Principal's Secretary	Building Secretary
0	12.87	12.53	12.15	11.76
1	13.26	12.87	12.51	12.15
2	13.62	13.26	12.86	12.51
3	13.97	13.62	13.25	12.86
4	14.34	13.97	13.61	13.25
5	14.71	14.34	13.96	13.61
6	15.10	14.71	14.33	13.96
7	15.44	15.07	14.70	14.33
8	15.82	15.44	15.06	14.70
9	16.17	15.82	15.42	15.20
10	16.53	16.17	15.80	15.42
13	16.90	16.53	16.15	15.80
18	17.27	16.90	16.51	16.15
23	17.64	17.30	16.90	16.50
25	18.00	17.68	17.30	16.86
27	18.38	18.07	17.70	17.21

APPENDIX A

Step	Bus Driver	Transportation Assistant	Assistant Mechanic	Head Mechanic
0	13.57	10.23	15.68	18.67
1	14.08	10.60	16.05	19.03
2	14.58	10.97	16.42	19.40
3	15.08	11.34	16.77	19.76
4	15.58	11.70	17.16	20.11
5	16.10	12.06	17.52	20.50
6	16.62	12.40	17.87	20.84
7	17.14	12.78	18.24	21.22
8	17.63	13.16	18.61	21.60
9	18.15	13.53	18.97	21.95
10	18.67	13.89	19.35	22.31
13	19.17	14.25	19.69	22.70
18	19.67	14.63	20.07	23.06
23	20.19	15.02	20.45	23.40
25	20.69	15.41	20.81	23.75
27	21.21	15.81	21.18	24.11

Effective July 1, 2018

APPENDIX A

Step	HS /Cust. Elect Tech	Custodian	Building Assistant	Technology Assistant	Food Service/Cook	Head Cook
0	13.48	13.16	10.23	11.76	10.12	11.14
1	13.86	13.53	10.60	12.15	10.49	11.52
2	14.23	13.89	10.97	12.51	10.84	11.88
3	14.60	14.25	11.34	12.86	11.21	12.25
4	14.95	14.63	11.70	13.25	11.59	12.62
5	15.32	14.97	12.06	13.61	11.96	12.99
6	15.68	15.36	12.40	13.96	12.29	13.35
7	16.05	15.73	12.78	14.33	12.68	13.72
8	16.42	16.07	13.16	14.70	13.06	14.09
9	16.77	16.45	13.53	15.06	13.40	14.43
10	17.14	16.81	13.89	15.42	13.78	14.82
13	17.52	17.18	14.25	15.80	14.15	15.17
18	17.87	17.54	14.63	16.15	14.50	15.54
23	18.25	17.90	15.02	16.50	14.87	15.89
25	18.61	18.27	15.41	16.87	15.25	16.22
27	18.98	18.65	15.81	17.24	15.63	16.56

Appendix B

GREENEVIEW LOCAL SCHOOL DISTRICT
4 S. Charleston Road
Jamestown, Ohio 45335

To: Classified Employee
From: Superintendent
Subject: Sick Leave Bank

____ I wish to participate in the Sick Leave Bank. I understand that upon initial enrollment two (2) days sick leave will be deducted from my accumulated total and that I may be assessed at a later time for one (1) additional day should the fund deplete below fifty hours. I also understand that I am eligible to benefit from the S.L.B. if and when there is a need and the proper procedures set forth are followed. Membership shall be continuous unless cancelled in writing to the Treasurer's office during the period of September 1 through October 1.

____ I do not wish to participate in the S.L.B. and fully understand that I will not be eligible for any benefits derived from this Bank.

A. In consideration of the benefits of participating in the S.L.B., each Applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows:

"I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the S.L.B. Board. All decisions of the S.L.B. will be final and binding and not subject to grievance. I further agree to abide by such decisions and to indemnify and hold harmless the Greeneview Local School District and the Greeneview Classified Employees Association, the S.L.B. Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by them concerning this application."

B. When an employee makes a donation to the Bank, he/she agreed to the above-stated rules for administration of the Bank and agrees to abide by the stated rules.

This form must be returned to the Superintendent prior to October 1.

Name Date	Superintendent Date
School or Building	Receipt Verification

Greeneview Local Schools
4 South Charleston Rd
Jamestown, Ohio 45335

EMPLOYEE APPLICATION FOR SICK LEAVE BANK USE

Name_____Date_____

Address_____

_____

Telephone Number_____

Number of sick days used this school year ☐

Number of sick days used for current illness ☐

Employee's reason for request (be specific) _____

_____

_____

_____

_____

_____

_____

Estimate of additional days needed ☐

Name of attending physician _____
Address of attending physician _____
_____

Telephone number of attending physician _____

Please submit request to the School Treasurer

Greeneview Local Schools
4 South Charleston Rd
Jamestown, Ohio 45335

PHYSICIAN'S VERIFICATION

_____ Is unable to perform his/her duties and requires extended sick leave because (please be specific with diagnosis and description of complications): _____

_____

_____

_____ requires non-elective surgery which cannot be postponed until the end of the school year. Nature of procedure _____

_____

_____

The patient has been under my care for (length of time in months and years): _____

This patient has been under my care for the present illness for (length of time): [ ]

Physician's estimate of number of days needed for recovery: [ ]

_____
Physician's Signature Date

I give my physician permission to release the above-requested medical information.

_____
Employee's Signature

Submit this request to the Office of the Treasurer, Greeneview Local Schools, 4 South Charleston Road, Jamestown, Ohio 45335, any questions call 937-675-2728.

GREENEVIEW LOCAL SCHOOLS

GRIEVANCE REPORT FORM

GREENEVIEW CLASSIFIED EMPLOYEES ASSOCIATION

Building_____ **Date** _____ **20**____

STEP I

A. Date Grievance Occurred _____

B. 1. Statement of Grievant _____

_____

_____

_____

2. Relief Sought _____

_____

_____

_____

_____

Signature **Date**

Discussion by Supervisor_____

_____

_____

_____

_____

Signature **Date**

STEP II

Position of Grievant and/or ASSOCIATION_____

_____

_____

_____

_____
Signature **Date**

A. Date received by the Superintendent _____

B. Disposition by the Superintendent _____

_____

_____

_____

_____

_____

_____
Signature **Date**