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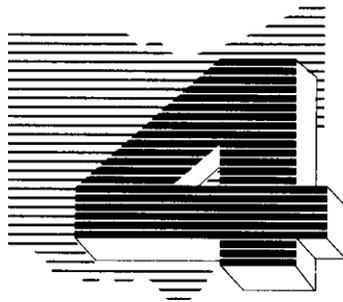
# **CONTRACT**

## **BETWEEN**

**THE ADAMS COUNTY/OHIO VALLEY LOCAL  
SCHOOL DISTRICT  
BOARD OF EDUCATION**

**And**

**OAPSE/AFSCME LOCAL 4/AFL-CIO  
AND IT'S LOCAL #572**



*OAPSE/AFSCME Local 4/AFL-CIO*

**October 1, 2016 through June 30, 2019**

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## ARTICLE 1: MASTER

- A. This Agreement made and entered into by and between the Board of Education of the Adams County/Ohio Valley School District, hereinafter referred to as the "Board," and the Ohio Association of Public School Employees (OAPSE) and its affiliate, the Ohio Association of Public School Employees Local #572, of which is hereinafter referred to as the "Association."

## ARTICLE 2: RECOGNITION

- A. The Board of Education of the Adams County/Ohio Valley School District hereby recognizes the Ohio Association of Public School Employees on behalf of Local #572 as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described unit.
- B. The bargaining unit includes all classified (non-certified), full-time, and regular short-hour employees of the Board except for the following which are excluded from the bargaining unit:
1. Treasurer
  2. Administrative Secretary
  3. Assistant to the Treasurer
  4. Supervisory Positions
  5. Payroll Coordinator
  6. Personnel/Treasurer Secretary
  7. EMIS
  8. Treasurer's Office Budgetary Specialist
  9. All other Central Office non-certificated staff

## ARTICLE 3: PRINCIPLES

- A. Full-time or regular short-term non-teaching personnel have the right to join in, participate in, and assist the Association and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.
- B. The Board and the association shall comply with all the laws and regulations of the State of Ohio.
- C. For purposes of this Agreement, the term "work day" shall mean any day that the Board offices are open.

## ARTICLE 4: BOARD (MANAGEMENT) RIGHTS

The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct the district in all operations and activities of the school district to the full extent authorized by law. The exercise of the powers, rights, authority, duties and responsibilities conferred upon the Board by law and the adoption of the such policies, rules, and regulations as the Board may deem necessary shall be lawful and proper except to the extent that the exercise of any such authority, duties, or responsibilities is limited by a specific provision of the Agreement.

## ARTICLE 5: NEGOTIATIONS

### 5.01 NEGOTIATIONS TEAMS

- A. The Board, or the designated representative of the Board, will meet with representatives designated by the Association for the purpose of discussing and reaching agreement. Each party shall designate negotiation teams which shall not exceed four (4) in number. All negotiations shall be conducted exclusively between said teams. Neither party shall have the control of the selection of the other party's team members. While no final agreement shall be executed without ratification by the Association and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.
- B. Up to three (3) consultants may be used by each of the parties in any of the negotiation meetings in an advisory capacity. Each party will give the other at least three (3) work days advance notice of the name and expertise of any consultant who will attend a negotiating meeting. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams.
- C. The expense of such consultants shall be borne by the party requesting or hiring them.
- D. Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be shared equally by the Board and the Association.
- E. If mutually agreed by the Board and the Association, members of the negotiating committee shall be released from school duties to attend negotiating meetings. Members of the negotiating committee released from duties by mutual agreement shall not suffer any loss of pay. Such meetings shall be scheduled so as not to interfere with normal school schedules whenever possible.

### 5.02 EXCHANGE OF INFORMATION

Prior to and during the period of negotiations, or impasse provision, the Board and the Association agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

### 5.03 REQUEST FOR MEETING

Upon receipt of a written request for a meeting, either party will have five (5) days to reply to the request. A meeting date shall be agreed to within fifteen (15) days of such request. Such request shall be made not more than 180 nor less than 90 days prior to the termination of this contract. All days referred to in this section shall be calendar days.

### 5.04 SUBMISSION OF ISSUES

All issues for negotiations by the Association shall be submitted in writing at the first meeting and the Board shall submit in writing to the Association all of its issues for negotiations at the first meeting. No additional issues shall be submitted by either party following the designated meeting unless agreed by both parties.

## 5.05 NEGOTIATION PROCEDURES

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in Executive Session.

## 5.06 CAUCUS

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

## 5.07 PROGRESS REPORTS

During negotiations, interim reports may be made to the Association by its representatives and to the Board of Education by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

## 5.08 NEWS RELEASES

News releases, either during negotiations or at the conclusion of negotiations, shall be made only by mutual agreement as to when and content of the release.

## 5.09 ITEM AGREEMENT

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by the parties but shall not be construed as final agreement, and either party may revise or withdraw an initialed item until all items have been agreed to by the respective negotiation teams, and the contract is complete.

## 5.10 AGREEMENT

- A. When an agreement is reached through negotiations, the outcome shall be reduced to writing and both parties shall review the Agreement together to determine the accuracy of the transcript. If the Agreement is then in proper form, it shall be submitted to the Association and the Board for ratification and adoption. When adopted by the Board, the Agreement shall become part of the official Board minutes and binding on both parties. Said Agreement shall be signed by the Board's representative and by the Association's representative.
- B. Within thirty (30) calendar days from the time the Agreement, ratified by the Association, is presented to the Board, the Board shall take action upon the recommendations submitted. Approval shall be final and shall become part of the official minutes of the Board with implementation by all parties concerned.

## 5.11 INTENT TO RECOMMEND

Prior to the negotiated Agreement being presented to the Association and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative Agreement.

## 5.12 DISAGREEMENT

- A. In the event an agreement is not reached by negotiations after forty-five (45) calendar days of the first negotiations meeting, either party shall have the option of declaring impasse.
- B. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
- C. If impasse is declared by either party, the party declaring impasse shall request the services of the Federal Mediation and Conciliation Services to assist in negotiations.

Mediation shall last for forty-five (45) calendar days from the parties first meeting with the mediator and if an agreement has not been reached, then an impasse shall exist with the Association having the right to strike on those issues being bargained provided the contract has expired, the ten-day strike notice has been given, and the Board shall have the right to implement it's last offer.

The Board and Association agree that this impasse process shall supersede all other dispute settlement procedures contained in Chapter 4117 of the Ohio Revised Code.

- D. Up to four ( 4) members of the Association shall be provided release time to be present in the Association's behalf at an impasse hearing.

## ARTICLE 6: PROVISIONS CONTRARY TO LAW

- A. If any provisions of this document or any agreement reached through this document, or any application shall be found contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. In such cases, the parties shall meet no later than twenty (20) working days after any such holding for the purpose of renegotiating the provisions affected.

## ARTICLE 7: NO STRIKE

There shall be no strike, slow down, or work stoppage sanctioned by the Association for the duration of the Agreement.

## ARTICLE 8: PAYROLL DEDUCTION

- A. The Board agrees to deduct the Association dues from the pay of full-time and short-hour employees requesting such deduction.

- B. Authorization for Association dues deductions shall continue to be in effect until such time as an employee request to withdraw from deduction using the authorized agreed-to form available from the Association Representative. Employees without authorization for deduction on file with the Treasurer by September 15 waive the right to dues deduction in that school year. New employees hired after September 1 shall have fifteen (15) calendar days from their employment date with the Board to submit dues deduction authorization to the Board Treasurer. The Association and its members will indemnify and hold the Board and its members harmless for any finding made against the Board or its members.
- C. Dues shall be deducted in twenty-four (24) consecutive equal installments beginning with the September 30 payroll.
- D. The Association shall notify the District Treasurer of dues amounts to be deducted if such dues have changed from the previous year.
- E. All dues, service fees, and chapter fees shall be deducted and sent directly to the OAPSE state organization by the Adams County Ohio Valley School District Treasurer. This will include one list of deductions to the State OAPSE Chapter and one to the OAPSE Local #572 Treasurer. This should be sent within five (5) working days after payroll deductions.
- F. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such an authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deduction made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during this period covered by the remittance.

#### ARTICLE 9: FAIR SHARE FEE

- A. Sixty (60) calendar days following the beginning of employment or the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the union shall pay to the union a fair share fee as a condition of employment with the employer. Such fair share fee shall not exceed dues paid by members of the union who are in the bargaining unit. The union shall notify the employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the union in the same manner except that written authorization for deduction of fair share fees is not required.
- B. The union agrees to prescribe an internal procedure to determine a rebate, if any, for nonmembers, which conforms to federal law, provided a nonmember makes a timely demand on the union. Annually, the union shall determine and notify the nonmember fair share fee payers of the amount of the fair share fee determined to be subject to advance rebate or reduction and the manner in which the nonmember fair share fee payer may file an objection and, if desired, a challenge to the determination of such amount. Upon receipt of a written objection (and challenge, if filed) from a nonmember fair share fee payer, the Union State Treasurer shall cause a check in the amount of the advance rebate or reduction

plus proportionate interest, if any, to be sent to the objector. The rebate or reduction will be made in an advance lump sum on annual basis. All challenges which are timely made shall be consolidated into one hearing per year before an impartial arbitrator selected by the American Arbitration Association (AAA). Upon receipt of a written challenge, the union shall place an amount equal to one hundred percent (100%) of the challenger's fair share fees, minus the advance rebate, in an interest bearing escrow account maintained by the union. The fair share fees shall remain in escrow until the arbitration award is issued and shall be distributed to the union and the challenger in accordance with the arbitrator's ruling.

- C. The Association agrees to indemnify and hold the Board harmless against any judgments for any costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share section. The Association agrees to assume complete responsibility for resolving any disputes arising out of the dues deduction procedure.

#### ARTICLE 10: GRIEVANCE PROCEDURES

- A. General: Any member of OAPSE Local 572 shall have the right to file a grievance using the grievance procedure outlined in Section C of Article 21.

Any member shall have the right to present his/her own appeal and be accompanied by a Local Union Representative and/or Association Representative, at any step in the grievance procedure. Any employee shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her grievance.

- B. Definition: A grievance is defined as any complaint regarding the interpretation or application of a specific provision of this contract.
- C. Procedure

Level One: Any employee who has a grievance shall provide oral notice of the grievance to his/her supervisor within ten (10) work days of the occurrence of, or reasonable knowledge of the act or acts that led to the grievance and attempt to resolve the matter informally at that level.

Level Two: If the grievance is not resolved satisfactorily at Level One within seven (7) work days from the date of the decision by the supervisor, the grievant shall set forth the grievance in writing (Form A) to the supervisor. The supervisor shall communicate his/her decision to the grievant in writing (Form B) within seven (7) work days of receipt of the written grievance.

Level Three: If the grievance is not resolved to the satisfaction of the grievant at Level Two, the grievant may appeal the decision to the Superintendent or his designee within seven (7) work days of the date of the supervisor's decision. The appeal must be in writing (Form C) and must set forth the grounds upon which the grievance is based. The Association's Grievance Committee may assist the grievant with the appeal. The Superintendent shall request a report on the grievance from the supervisor, shall confer with the parties, and, upon request, confer with the grievant and the supervisor separately. The Superintendent shall

communicate his decision to the grievant, the Association, and the supervisor in writing (Form D) within seven (7) work days of the receipt of the appeal.

Level Four: If the grievance is not resolved to the satisfaction of the grievant and supported by the Association at Level Three, the grievant may appeal the decision and submit the matter to arbitration. The request for arbitration must be made within ten (10) workdays of the date of the Superintendent's decision. The grievant must notify the Superintendent of his/her intent to appeal the grievance to arbitration within ten (10) work days of receiving the Superintendent's decision.

The arbitrator shall be selected from a list provided by the American Arbitration Association in accordance with the rules and regulation. The decision of the Arbitrator shall be binding. The losing party shall pay the cost of the arbitration.

The Arbitrator shall expressly confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The Arbitrator shall have no power to add to, subtract from, change, modify, or amend any of the terms and provision of this Agreement, or any other written agreements between the Board and the Association.

#### D. Miscellaneous

1. Failure to file a grievance within ten (10) work days of its occurrence shall constitute a waiver of the grievance.
2. Failure to file an appeal from one step to the next within the time specified herein shall constitute resolution of the grievance in accordance with the decision at the preceding step.
3. Any grievable situation during the summer months may be grieved no later than September 1 of the year the alleged grievance occurred.
4. Failure of the administration to respond to a grievance within the time or manner provided at each level of the grievance procedure shall constitute an automatic appeal to the next level of the grievance procedure.

ASSIGNED NO. \_\_\_\_\_

FORM A

OAPSE

FORMAL GRIEVANCE PRESENTATION

(To be completed by aggrieved person(s) within seven (7) work days of discussion with Supervisor or Department Head if matter not resolved informally.)

Aggrieved Person \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_

Home Address of Aggrieved Person \_\_\_\_\_

School \_\_\_\_\_ Principal/Supervisor \_\_\_\_\_

Years in School System \_\_\_\_\_ Classification \_\_\_\_\_

Name of OAPSE Representative (if represented by OAPSE) \_\_\_\_\_

Statement of Grievance:

Action Requested:

\_\_\_\_\_  
(Signature of Aggrieved)

ASSIGNED NO. \_\_\_\_\_

FORM B

OAPSE

DECISION OF SUPERVISOR

(To be completed by the Supervisor, or other appropriate administrator, within seven (7) work days of receipt of the written complaint.)

Aggrieved Person \_\_\_\_\_

Date of Formal Grievance Presentation \_\_\_\_\_

School \_\_\_\_\_

Principal/Supervisor \_\_\_\_\_

Decision of Supervisor or Other Administrator and Reasons Therefore:

Date of Decision \_\_\_\_\_ (Signature of Supervisor)

AGGRIEVED PERSON'S RESPONSE: (To be completed by aggrieved within seven (7) work days of decision.)

\_\_\_\_ I accept the above decision of Supervisor or other Administrator.

\_\_\_\_ I hereby refer the above decision with assistance of Association's Grievance Committee for appeal to the Superintendent of Schools. (Appeal of Supervisor's decision to be presented to Superintendent of Schools within seven (7) work days of Supervisor's decision - see Form C.)

Date of Response \_\_\_\_\_ (Signature of Aggrieved)

ASSIGNED NO. \_\_\_\_\_

FORM C

OAPSE

APPEAL BY ASSOCIATION'S GRIEVANCE COMMITTEE

(To be completed by Association's Grievance Chairman within seven (7) work days of Supervisor's decision.)

Aggrieved Person \_\_\_\_\_

Date of Formal Grievance Presentation \_\_\_\_\_

Chairman of Association's Grievance Committee \_\_\_\_\_

Date of Referral Received by the Grievance Committee \_\_\_\_\_

Opinion of Association's Grievance Committee and Reasons Therefore:

\_\_\_\_\_ The attached grievance is hereby referred to the Superintendent of Schools for a hearing.

Date of Appeal \_\_\_\_\_

\_\_\_\_\_  
(Signature of Grievance Chairman)

ASSIGNED NO. \_\_\_\_\_

FORM D

OAPSE

DECISION BY SUPERINTENDENT

(Hearing to be held and decision by Superintendent to be within a period not to exceed seven (7) work days of receipt of appeal.)

Aggrieved Person \_\_\_\_\_

Date of Formal Grievance Presentation \_\_\_\_\_

Date Appeal Received by Superintendent \_\_\_\_\_

Date Hearing Held by Superintendent \_\_\_\_\_

Decision of Superintendent and Reasons Therefore:

Date of Decision \_\_\_\_\_  
\_\_\_\_\_ (Signature of Superintendent)

Aggrieved Person's Response: (To be completed by aggrieved within ten (10) work days of the receipt of the Superintendent's decision.)

\_\_\_\_\_ I accept the above decision of the Superintendent.

\_\_\_\_\_ I hereby request that the local OAPSE Association submit this grievance to the American Arbitration Association.

Date of Response \_\_\_\_\_  
\_\_\_\_\_ (Signature of Aggrieved)

## ARTICLE 11: DISCIPLINE PROCEDURE

- A. No employee shall be disciplined without first having had a hearing with an Association Representative of his choice present, if the employee so requests. The employee shall be given a written statement containing the charges and the time and place of the hearing. The written statement shall notify the employee of his rights to Association representation. The employee must sign the statement acknowledging receipt of the statement and date received.
- B. Disciplinary action shall consist of a course designed to improve the quality of the employee. Except in cases where the presence of the employee on the job or at their work location shall pose a threat to the health and safety of himself or others or the employee commits an act which is serious enough to warrant suspension or dismissal as determined by the Superintendent, the measures of discipline shall follow in the order listed below:
  - 1. First Offense: Oral Warning
  - 2. Second Offense: Written Warning
  - 3. Third Offense: Possible Suspension or Termination
- C. Disputes regarding the imposition of disciplinary measures pursuant to this section shall be subject solely to the Grievance Procedure contained in this Agreement, and shall be initiated at Level 3 of the Grievance Procedure.

## ARTICLE 12 EMPLOYEE EVALUATION

- A. To assist in maintaining a high standard of efficiency, the following evaluation procedures will be implemented.
- B. The formal evaluation shall be completed on the non-certified employee evaluation form.
- C. The employee may write his/her comments on the evaluation form after the evaluation is complete.
- D. Each employee shall sign his/her evaluation form after the evaluation has been discussed with the employee's supervisor. Such signing does not mean that the employee agrees with the evaluation nor does the evaluation create an entitlement to future employment.
- E. At a minimum, formal evaluation shall be completed on each employee prior to a change in contract status. Employees on a continuing contract shall be formally evaluated at least every two (2) years.

### Evaluation Guide:

- 1. Job Knowledge - is familiar with and understands job requirements. Possesses skills necessary for the job.
- 2. Quality of Work - performs assigned tasks in a conscientious manner. Completes work on time.

3. Quantity of Work - produces quantity of work normally accepted for the position.
4. Work Attitude - follows instructions. Gets along with other employees, accepts constructive criticism. Demonstrates ability to adjust to changes in working conditions.
5. Dependability - demonstrates sense of responsibility for being present on the job. Completes required tasks with a minimum amount of supervision.
6. Initiative - demonstrates an ability to analyze and evaluate problems or situations and tasks and takes appropriate measures to correct them.
7. Personality and Appearance - is clean and neat in appearance. Is consistently courteous and considerate.

**EVALUATION GUIDE**

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

BUILDING \_\_\_\_\_

- U = UNSATISFACTORY
- M = MARGINAL
- S = SATISFACTORY
- E = EXCELLENT

EVALUATION ITEMS	U	M	S	E	SUGGESTIONS FOR IMPROVEMENT
1. Job Knowledge					
2. Quality of Work					
3. Quantity of Work					
4. Work Attitude					
5. Dependability					
6. Initiative					
7. Personality & Appearance					

ADDITIONAL COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EMPLOYEE COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
PRINCIPAL'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUPERVISOR'S SIGNATURE

THIS REPORT IS TO BE KEPT CONFIDENTIAL

## ARTICLE 13 SENIORITY - BID PROCEDURE

- A. All buildings owned and operated by the Board of Education and/or staffed by school employees, shall be posted with "Bid Notice and Procedures" in an open area accessible to all employees covered in the bargaining unit.
- B. Upon the occurrence of a vacancy, if the vacancy is to be filled, the vacant positions shall be emailed to each employee at his/her district email address and posted on KIOSK within five (5) work days of the occurrence of the vacancy, and it shall be filled upon the expiration of the probationary period noted in section Employees desiring the position shall submit their bids to the administrator announcing the bid within five (5) work days of the date of the posting. An employee is not eligible to bid on another position until he/she has been in his/her present position for at least twenty (20) workdays. This twenty (20) workday provision does not apply to employees whose previous position was eliminated and may be waived by administration if it is a "new" employee who has yet to report for the work assignment. (Example: an employee who was employed during the summer for a position starting in the following school year.)
- C. Seniority, as used herein, is defined as continuous years of service within a job classification, which entitles them to certain considerations and preferences when bidding for vacancies within their job classification and other classifications.
- D. The Association shall be provided the current seniority list of all bargaining unit employees on or before October 1.
- E. If a vacancy occurs within a classification, such vacancy shall be awarded to the employee with the greatest seniority in that classification bidding for the vacant position. Should he/she decline to accept the position, it shall be awarded to the next most senior individual in the classification who has bid on said vacancy. This procedure will be followed until all bidders within the classification have been offered the position. If the position cannot be filled by an employee within the same classification then persons who are presently employed by the Board and who meet the minimum qualifications for the position shall be eligible for consideration for the vacancy. The position will be filled from those candidates by the individual who the Board or its designee believes to be the most qualified candidate, based upon, the job description for the particular position, the necessity for specialized training, and/or the results of any Board initiated job testing. If two persons are equally qualified, the person with the most continuous seniority in the district shall be awarded the position. If no qualified candidate currently employed by the district applies for the vacant position, then the Board may fill the position with a non-employee.

In the event the employee feels he/she is not qualified for the position, the employee may notify the administrator within fourteen (14) calendar days of being placed in the vacant position and be placed back into to his/her position. In the

event the Superintendent, Principal feels that the employee is not qualified to perform the duties and responsibilities of the vacant position, the employee may be removed after the twenty-ninth (29th) calendar day. Upon removal, the employee will return to his/her former classification and position with all seniority and salary.

All Special Education Aide positions are contingent upon the continued enrollment of the child to whom the aide is assigned or the continued need for the aide by virtue of the Individualized Education Plan. If the child withdraws from the District, or if the Individualized Education Plan is amended negating the need for the aide, the Board may re-assign the aide, if another position for which the aide is qualified is available. If another position is not available, the aide is deemed automatically reduced in force and shall be placed on the recall list, per Article 29.

- F. The following classifications shall be used for the purpose of defining classification seniority for the purpose of the bid procedure:
  - 1. Custodians
  - 2. Bus Drivers & Distribution Driver
  - 3. Food Service
  - 4. Aides
  - 5. Accounting Clerks & Data Processors
  - 6. Bus Mechanics and Certified Bus Mechanics
  - 7. Secretaries
  - 8. Maintenance Engineer and Certified Maintenance Engineers
  
- G. Each month, the Board will inform OAPSE (President, Association, or Local) of personnel changes which affect the seniority list, if requested by the Association President.
  
- H. The Board will inform OAPSE (President, Association, or Local) of each position posted, bids received, and awards rendered, if requested by the Association President.
  
- I. BID PROCEDURE FORMS WILL BE THE STANDARD FORM FOR BID POSITIONS OR CLASSIFICATIONS.
  
- J. When any employee substitutes or otherwise performs work or works in a new position for a period of thirty (30) calendar days, then that position shall be posted

and bid, except in special situations where the Board of Education may create a temporary job for up to ninety (90) calendar days.

- K. Head Cook, Head Custodian and Supervisory Mechanic positions will be assigned by the Administration and the Board from the staff of qualified employees assigned to the building.

OAPSE BID PROCEDURE

FOR: \_\_\_\_\_

TYPE: \_\_\_\_\_  
(Regular or New Position Bid)

BUILDING: \_\_\_\_\_

DAILY HOURS: \_\_\_\_\_

WEEKLY HOURS: \_\_\_\_\_

TITLE OF POSITION  
OR CLASSIFICATION: \_\_\_\_\_

SALARY RANGE - INCREMENT STEPS

0                      2                      5                      10                      15

---

DESCRIPTION OF DUTIES: (At the time of bidding.)

Bid Application Must be Submitted to: \_\_\_\_\_

At the Board Office at: \_\_\_\_\_  
(Address)

During the period below:

Filing Bid Applications:

Beginning: (Date) \_\_\_\_\_

Deadline: (Date) \_\_\_\_\_

## ARTICLE 14 CONTRACTS

- A. The following employment contract system shall control for all employees:
1. Except as provided in paragraph 5, newly hired regular non-teaching school employees, including regular hourly rate and per diem employees shall enter into written contracts for their employment, which shall be for a period of not more than one (1) year. If such employees are renewed, their subsequent contracts shall be for a period of two (2) years, unless the initial contract was for less than one year, in which case the employee shall be employed under a one year contract. If the employee is renewed at the completion of that one year contract, the employee shall be employed under a two (2) year contract.
  2. After the termination of the two (2) contracts, if the contract of a non-teaching employee is renewed, the employee shall be continued in employment, and the salary provided in the contract may be increased but not reduced unless such reduction is a part of a uniform plan affecting the non-teaching employees of the entire district.
  3. The contracts as provided for in this section may be terminated by a majority vote of the Board of Education. Such contracts may be terminated only for violations of written rules and regulations as set forth by the Board of Education or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance. In addition to the right of the Board of Education to terminate the contract of an employee, the Board may suspend an employee for the reasons set forth in this division.
  4. Any non-teaching school employee may terminate his contract of employment thirty (30) days subsequent to the filing of a written notice of such termination with the Clerk of the Board.
  5. Any employee hired after January 1 of the respective school year shall be hired as, and deemed, a full time partial year employee. The employment contract shall automatically non-renew at the end of the respective school year. This provision is intended to, and does, supersede the provisions of Ohio Revised Code sections 3319.081 and 3319.083.

## ARTICLE 15 NOTICE OF CONTRACT NONRENEWAL

The Board of Education shall cause notice to be given of its intention not to re-employ said non-teaching employees, at the expiration of his contract. If such notice is not given to the non-teaching school employee on or before June 1<sup>st</sup>, said employee shall be deemed reemployed

## ARTICLE 16 INCREMENT SCHEDULE OF TRANSFER

- A. Any employee transferred to a new classification in which the new classification has a higher hourly rate of pay shall be placed on the increment step in the new classification which is closest in the hourly rate of the employee in their former position at the time of transfer but not less than the employee's former hourly rate at the time of the transfer. Employees will work the actual number of years required in that classification to move to the next increment on the salary schedule.
- B. When an employee terminates employment with the Board and is subsequently rehired by the Board, the employee will be placed at the bottom of the seniority list in his/her classification.
- C. Anyone newly hired by the Board shall be placed at the bottom of the seniority list in their classification and receive a one-year contract except as provided in Article 25, Section A, Paragraph 5.
- D. If an employee transfers to a new position that has a lower hourly rate than their former position, the employee will be placed on the salary schedule nearest to his true years of seniority. Employees will work the actual number of years required in that classification to move to the next increment on the salary schedule.

Example: If employee, through transfer, enters the new classification at Step 2, the employee would be required to work in the new classification three years prior to going to Step 5.

## ARTICLE 17 JOB DESCRIPTION

- A. The Association shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.
- B. The Board of Education, through its Administrative Officers, agrees to recognize an OAPSE/Administration Committee of not more than three (3) representatives from either OAPSE or the Administration.
- C. The purpose of this committee is to study existing job classifications, job descriptions, and responsibilities. Any consensus reached by this group shall be submitted to the Board for its consideration.
- D. Prior to any change in job description covered under this Agreement, OAPSE shall be notified of any change.
- E. A manual consisting of all classified and certified job descriptions will be on file in the office of each building.

## ARTICLE 18 LAY-OFF AND RECALL

- A. All bargaining unit classification and positions shall be filled by employees of the Board.
- B. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such lay-off.
  - 1. The number of people affected by reduction in ~~the~~ force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire, or otherwise vacate a position.
  - 2. Whenever it becomes necessary to lay off employees for reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the Administration and the Association shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.
  - 3. The following classification shall be used for the purpose of defining classification seniority in the event of a lay-off:
    - a. Custodians
    - b. Bus Drivers & Distribution Driver
    - c. Food Service
    - d. Aides
    - e. Data Processors
    - f. Bus Mechanics and Certified Bus Mechanics
    - g. Secretaries
    - h. Maintenance Engineers and Certified Maintenance Engineers
  - 4. The Board of Education shall determine in which classifications the layoffs should occur and the number of employees to be laid off. In the classification of layoff, employees on probation shall be laid off before any employee in that classification employed under a continuing contract is laid off. Employees who are laid off in a particular classification and who have at least one year of employment experience with the Board in another classification shall have their names added to the other employment classifications seniority list and shall be permitted to bump into that classification if their district seniority is greater than the least senior person then employed in that classification.

5. Twenty (20) calendar days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates, and classification and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the lay-off. Each notice of lay-off shall state the following:
  - a. reason for the lay-off or reduction;
  - b. the effective date of lay-off;
  - c. a statement advising the employee of their rights to reinstatement from the lay-off.
6. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and all employees employed under probationary contracts shall be placed on the reinstatement list in the reverse order of layoff. The name of all employed under a continuing contract status shall be placed on a separate reinstatement list in reverse order of layoff. If an employee laid off has previous working experience with the Board in another classification, that employee shall be placed on a recall list in that former classification as well. Reinstatement shall be made from these lists. Reinstatement shall be made from these lists before any new employees are hired in these classifications. Employees on the continuing contract reinstatement list shall be recalled within classification before any employees on the probationary reinstatement list are recalled.
7. After compliance with the vacancy procedures of Article 13, vacancies, which occur in the classification of lay-off shall be offered to or declined in writing by the employees standing highest on the lay-off list before the next person on the list may be considered. The decision to accept or decline shall be made within seven (7) working days from the time he/she receives Notification of such vacancy.
8. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of lay-off. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by registered mail sent to the last known address. If notice is not deliverable or unanswered to the superintendent or personnel office within seven (7) days of the delivery date, then said employee's name shall be dropped from the recall list. The next highest person on the list shall then be considered for reinstatement.
9. This provision is intended to, and does, supersede the provisions of Ohio Revised Code section 3319.081 and any other conflicting provision of the Ohio Revised Code.

## ARTICLE 19 BUS ROUTES

- A. Handicapped, and vocational routes shall be filled by bid in accordance with seniority, but shall not be included as part of any regular run. However, if, on a regular run, the driver is not working three and one-half (3 1/2) hours of driving time, the driver may be assigned a shuttle run before seniority is to be considered. If the shuttle runs the driver's time over the regular three and one-half (3 1/2) hours, only the extra hours will be paid in addition to the regular run.
- B. In the event at some later date (after initial bids are accepted) a new run or a run becomes available because of a driver's termination of employment, it shall be posted for a period of seven (7) work days and bid in accordance with the above bid procedures.
- C. All extra trips shall be assigned by the Principal or Assistant Principal on a rotated basis from the seniority list. All trips shall be awarded at least five (5) work days in advance whenever possible.
- D. If a driver does not desire extra trips, s/he shall have the option of withdrawing his name from the rotation list. However, if the driver remains on the list, there shall be no trading of positions on the list, and if the extra run is refused for any reason, the driver's name shall be placed at the back of the list.
- E. There shall be two (2) rotating lists established for extra runs for each attendance area based upon seniority---one to cover day trips and one to cover night trips. All extra trips made during the regular school hours will be considered day trips. All extra trips made from Friday at 4:00 p.m. through Sunday midnight and mid-week tournaments and games for sports will be considered night trips. A driver may accept an extra run if that extra run conflicts with their regular route. The drivers for a particular attendance area shall be offered the extra run before the extra run is assigned to another individual. If an employee uses sick leave on a day on which they are assigned an extra run, then the supervisor may re-assign the extra run to another person. If an employee is skipped improperly on the extra run lists, the error will be corrected by placing the employee at the top of the list extra trips.
- F. All bus drivers will be guaranteed three and one-half (3 1/2) hours of driving time, plus one-half (1/2) hour for fueling, cleaning, and pre-servicing the bus. All trips over eight (8) hours in one day will be paid straight time. All hours for trips over forty (40) hours per week will be paid time and one-half (1.5). This overtime pertains to bus drivers only.
- G. It is understood that all buses must be kept in good driving condition and shall be inspected prior to the opening of school. No driver shall be requested to drive an unsafe bus.

- H. Only those drivers who are employees of the Board shall be assigned to any route or extra trips. This does not include special education contracted drivers who are not driving Board-owned vehicles.
- I. All bargaining unit bus drivers (regular full time drivers) shall have the option of any trip before any other driver is asked.
- J. Letter A. shall be interpreted as follows:
1. All drivers shall be guaranteed three and one-half (3 1/2) hours driving time daily and one-half (1/2) hour for fueling, cleaning, and pre-servicing the bus. This time shall result in a four (4) hour daily total pay guarantee for bus drivers.
  2. After new shuttle or old shuttle vacancies have been assigned, if additional vacancies still exist, those vacancies shall be posted for bid by seniority.
  3. Should all drivers be driving their actual time and additional vacancies not filled by seniority bid require assignment, drivers will be assigned those vacancies not filled by bid. This will be accomplished by utilizing the reverse seniority last-to-be-hired, first-to-be-assigned procedure. The language of 1, 2, and 3, of Letter J will be used to determine the daily hours.
- K. Compounding
- Buses will be compounded at the bus garage, school or individual bus driver's house. The least total miles added to the bus route will determine which compound will be used and/or at the discretion of the Transportation Manager
- L. Extended day trips eight (8) hours or less will be paid at the driver's regular rate of pay. Any driver that drives more than forty (40) hours per week will be paid overtime. All trips that are not on a regular school day will be paid at regular time for driving. There shall be no pay from the last trip of the day until the first trip of the following day
- M. The new van rules will apply as stated in the Ohio Pupil Transportation Operation & Safety Rules manual.
- N. Bus drivers must be adequately trained in operating specialized handicap equipment before permitted to operate a handicap bus.

#### FOR CLARIFICATION

1. Shuttles - Transfers of students from school buildings to school buildings shall be a shuttle for the purpose of bid.

2. Driving times will be measured by the Transportation Manager. Should disagreement of driver times occur, the Superintendent or his/her designee and President of the Local Chapter of OAPSE shall ride the route with the bus driver and establish the proper time. Cameras or GPS may be used to establish route times.

#### ARTICLE 20 WORKERS' COMPENSATION

All employees covered under this Agreement are protected under the State Workmen's Compensation Act of Ohio in cases of injury or death incurred in the course of or arising out of their employment.

#### ARTICLE 21 SAFETY COMMITTEE

- A. The Board agrees to recognize an OAPSE Safety Committee and to be placed on the Board agenda on a monthly basis or at any time in the event of an emergency.
- B. The committee shall consist of at least one representative from each department recognized in this Agreement.
- C. The powers of the safety committee shall be limited to investigating and recommending safety changes to the Administration of the Board.
- D. Meetings will be held at times and places agreed to in advance after at least a five (5) work day notification of request for a meeting.
- E. The OAPSE Safety Committee Chairman and the OAPSE Building Representative at the involved work location shall be allowed to investigate reported problems.

#### ARTICLE 22 LABOR-MANAGEMENT COMMITTEE

- A. The Board or its designated representative and the Association or its representative agree to meet and discuss with the other concerning issues other than those included in this Agreement.

Upon the request of either party, such meetings shall be held once a month. Such meetings shall be held as scheduled. Advance request shall be made at least ten (10) work days before a proposed meeting date, along with the request shall be attached the agenda of items to be discussed. All meetings shall be held at agreed-to times and places and shall not exceed two (2) hours unless both parties agree to extend the meeting time.

#### ARTICLE 23 ASSOCIATION TIME

The OAPSE President and/or his/her designated representative shall be provided time during the school day with continuity of pay to conduct business with or

concerning the Board or its designee, providing such absence can be covered by the building administrator in charge of such persons.

#### ARTICLE 24 ADMINISTRATION MEETINGS

The Board agreed that all employees requested to or required to attend any meeting requested by the Administration, held other than the employees' regularly scheduled work hours shall be with pay at the applicable rate.

#### ARTICLE 25 OAPSE MEETING ATTENDANCE

- A. Any employee who is regularly scheduled to work when an OAPSE Local Meeting is called shall be permitted to attend the meeting provided he/she notifies his/her supervisor in advance that he/she is attending the meeting and that said employee extends his/her regular work hours in an amount equal to the length of time he/she was away from his/her duties to attend said meeting.
- B. The Board agrees to allow Local officers paid release time to attend the local Union Meetings. When necessary, a substitute employee may be assigned to assist the bargaining unit employee in completing his/her duties.

#### ARTICLE 26 BOARD MEETINGS

- A. A place shall be set aside at every Board of Education Meeting for OAPSE Representation, and an agenda and packet will be prepared for the OAPSE Representative.
- B. OAPSE members shall be given the opportunity to express their views to the Board at any scheduled meeting of the Board in accordance with Board policy.

#### ARTICLE 27 REPORT PAY

- A. In the event an employee is required to report to work for a period which is not continuous to his/her regularly scheduled work hours, he/she shall be paid at least two (2) hours pay at his/her applicable rate of pay.

#### ARTICLE 28 OVERTIME

- A. All overtime, as determined by the Superintendent or his/her designee, shall be offered to employees on a rotation basis recognizing seniority using the following formula.
  - 1. All overtime work shall be posted five (5) work days in advance, if possible.

2. Employees shall be awarded overtime within their own job location before it is offered to an employee from another location.
3. If an employee within a job location declines overtime, it shall be offered to the senior employee within the job classification that the overtime is needed. Such overtime out of location shall be on a rotation basis.
4. All hours over forty (40) in each week shall be paid at the rate of time and one-half (1 ½). Hours worked in secondary positions as defined in Article 60 shall only qualify the employee for overtime if total regular and secondary hours exceed forty (40) in a week. For the purpose of this section, vacation days, holidays, personal leave days, and calamity days, which the employee does not work but for which he/she is compensated shall not constitute hours worked for overtime purposes. In the event an approved paid holiday falls on a Saturday, the preceding work day will be observed as a holiday and if it falls on a Sunday, the next following work day will be observed as a holiday.

For the purpose of overtime, the hours worked on calamity days and holidays shall count for the computing of overtime. All paid sick leave hours shall count for computing overtime.

5. All work performed on Sundays shall be paid at the rate of double time (2). All work performed on holidays shall be paid at the rate of triple time (3). Triple time is defined as holiday pay plus double time for hours worked. Holidays are defined in Article 46.
6. When school is not in session, full-time bus mechanics, custodians, and maintenance engineers may opt, with supervisor's approval, for a four (4) day work week, at ten (10) hours per day. At the supervisor's discretion, a four (4) day work week can either be Monday through Thursday or Tuesday through Friday. In any week which contains a holiday, employees will revert back to a five (5) day, eight (8) hours per day work week. All overtime must have the prior approval of the supervisor or building principal.
7. Compensatory time earned shall be taken at a time mutually agreeable between the employee and their immediate supervisor.
8. The work week shall start on Sunday and end on Saturday. Hours worked on Sundays which are paid at double time shall not be included in the calculation of hours in excess of forty for overtime purposes.
9. All overtime will be paid in accordance with Federal law.

#### ARTICLE 29 SHIFT PAY

Any custodian that works at a regular shift where the majority of the assigned hours are between 3:00 p.m. and 7:00 a.m. shall be paid an additional fifteen cents (\$0.15) per hour over the regular rate of pay for all hours worked on that shift.

#### ARTICLE 30 BARGAINING UNIT WORK

No supervisory or administrative employee may perform any work within the job description of a bargaining unit employee, except in an emergency situation.

#### ARTICLE 31 CALAMITY DAY

- A. All employees shall be paid their appropriate rate of pay for all days or a part of a day when schools, in which they are employed, are closed owing to an epidemic or other public calamity, pursuant to Ohio Revised Code section 3319.081(G).
- B. If a calamity day is called, the following shall apply:
  - 1. 260 and 236 day employees: If they are required to work on the first five (5) calamity days, they will receive his/her regular pay and shall be paid double (2) time for hours worked (Double time is regular time plus actual hours worked). If they are not required to work they shall be paid in accordance with Section A of this provision. Beginning with the 6<sup>th</sup> day, the employees shall either report to work, or take a personal day, vacation day or dock day.
  - 2. All other employees: If they are required to work on the first five (5) calamity days, they will receive his/her regular pay and shall be paid double (2) time for hours worked (Double time is regular time plus actual hours worked). If they are not required to work they shall be paid in accordance with Section A of this provision. For the 6<sup>th</sup> and 7<sup>th</sup> calamity day, the employee's shall be required to make up the day without additional compensation. Prior to the occurrence of the 8<sup>th</sup> day, the Board and the Union will meet, if possible, to discuss the possibility of extending the work day for the time lost on closure days in excess of the 7<sup>th</sup> day. If there is no agreement to extend the day, the Board may do any of the following in relation to closure days beyond the 7<sup>th</sup> day:
    - a. Require the employee to make up the day;
    - b. Require the employee to come in on a two (2) hour delay; or
    - c. Do not require the employee to make up the day.
- C. All compensatory time shall be taken other than the school year.
- D. If a calamity day is being called, all bargaining unit employees shall be notified prior to 5:00 A.M., when possible.

## ARTICLE 32 PAY DAYS

- A. All employees' pay shall be calculated and paid over a bimonthly period on the fifteenth (15<sup>th</sup>) day of the month and the thirtieth (30<sup>th</sup>) day of the month.
- B. When pay day falls on a holiday, the preceding day shall be pay day, with the employee receiving his pay during the normal hours of his shift. During the summer months, employees' pay checks will be mailed starting the pay day after school is out and continue until the pay day before school starts.
- C. The December pay days will be on the 15<sup>th</sup> and 30<sup>th</sup> in accordance with Section A. of this article.
- D. All bargaining unit members shall have electronic banking
- E. Beginning with the 2017-2018 school year, pay rates shall change as of the first date of the employee's individual contract, i.e., July 1, August 1 or September 1, as applicable.

## ARTICLE 33 ASSAULT LEAVE

- A. Assault leave shall be provided to members of the bargaining unit who are absent due to a physical injury resulting from an assault which occurs within the scope and during the course of the member's employment with the Board. Such leave shall be with pay for a maximum of thirty (30) days per year and shall not be charged against the sick leave accumulated by an employee.
- B. In order to be eligible to receive Assault Leave, the injured member must provide a written statement from the physician describing the nature and extent of the physical injury and the period of time in the doctor's opinion that the employee must be absent from work.
- C. An employee shall be entitled to accumulate sick leave while on an approved assault leave.

## ARTICLE 34 OAPSE LEAVE

- A. The Board agrees to permit up to three (3) delegates of OAPSE Local #572 and any employee who is an elected State or District OAPSE Officer to a maximum of six (6) people leave of three (3) days to attend the OAPSE Annual Conference with continuity of salary. No other expense will be paid by the Board of Education.
- B. In the event said conference is at a location more than three (3) hours driving time by car from West Union, an additional day of leave will be granted to said delegates for travel purposes.

## ARTICLE 35 PERSONAL DAYS

- A. Personal leave shall be granted to allow an employee to meet personal obligations which may not conveniently be taken care of at times other than scheduled work hours.
- B. Three (3) days of unrestricted personal leave may be granted per school year. All requests for personal leave must be made to the principal at least seventy-two (72) hours prior to the date for which the leave is being requested. Personal leave may be used for emergencies. Personal leave shall not be contiguous to a school vacation, holiday, or for compensated employment. (Compensated employment meaning: wages from other non-district work; example, election poll workers, or wages from other in-district work; example, secondary positions during regular assigned work day).
- B. If school is not in session, personal leave may be taken at the employee's discretion for Christmas Eve and/or the day after Thanksgiving Day.
- C. Upon exhausting all of their personal leave provided by sections A & B of this article, all bargaining unit members may request up to three (3) days of unpaid leave/dock days for personal religious observations or other extreme extenuating circumstances. The request must be made in writing to the Superintendent no later than fourteen (14) work days prior to the date the bargaining unit member wishes to use the leave. The request must set forth the reasons for the leave. The approval of this request shall be at the sole discretion of the Superintendent and the decisions shall not be subject to the grievance procedure contained in Article 21. For the period that the bargaining unit member is on the unpaid leave/dock days(s) he/she will be responsible for the pro rata costs of the health insurance benefits for those days. The pro ration shall be based on 365 calendar days. These amounts will be determined by the Treasurer's Office and deducted from the bargaining unit member's wages.
- D. Bargaining unit employees shall have the option of being compensated for all unused personal days at the rate of eighty dollars (\$80.00) per unused day of personal leave.

## ARTICLE 36 SICK LEAVE/BEREAVEMENT LEAVE

- A. Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month up to an accumulation of two hundred and twenty (220) days.
- B. Sick leave may be used for absence due to personal illness, pregnancy, injury, or exposure to contagious disease, and for illness or injury to a member of the employee' household or immediate family member. Immediate family shall be

defined as the spouse, child, parent, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, or step-child of the employee. With the approval of the Superintendent or designee, up to two (2) days of sick leave may be used due to illness or injury of anyone not listed above.

- C. Any accumulated sick leave of a person separated from any other public service with the state shall be transferable, up to the maximum stated in this section. This section is intended to supersede any conflicting provisions of Ohio Revised Code section 3319.141..
- D. Employees who render part-time, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the rate of the full-time employee after thirty (30) consecutive work days.
- E. If sick leave is taken by the employee for the employee's own medical condition, after five (5) cumulative days for the school year, the Board may require a signed statement from the employee's treating physician explaining why the employee cannot perform his/her duties to justify the use of sick leave. If sick leave is taken for the medical condition of a member of the employee's household or immediate family, the amount of sick leave that may be taken is limited to five (5) consecutive days, unless proper documentation is provided by a treating physician indicated the need for the employee to remain with the member of the employee's household or immediate family beyond the five (5) days. Sick leave taken for the purpose of death in the of a member of the employee's household or immediate family member is limited to five (5) days for each death.
- F. Two hundred sixty (260) days of sick leave may be accumulated with one-fourth (1/4) days severance pay.
- G. Members of the bargaining unit will be allowed to donate and transfer a maximum of three (3) days accumulated sick leave per year to a member or members who have exhausted their sick leave due to a catastrophic illness. Employees shall be permitted to utilize a maximum of twenty (20) days per each calendar year. Catastrophic, for purposes of this Article, shall mean an individual suffering a terminal illness, or an individual who has an extended hospital stay of six months or more. Sick leave bank days may not be used to extend service for retirement purposes, without the approval of the Sick Leave Bank Committee. Consideration will be given when the employee is applying for disability. The Sick Leave Bank Committee shall be composed of two administrators and the OAPSE Local President or his/her designee.
- H. Members may be granted up to five (5) paid consecutive days bereavement leave for a death in the member's immediate family. With approval of the Superintendent or his/her designee, up to two (2) days of paid bereavement leave may be granted due to the death of anyone not defined as an immediate family member. This bereavement leave shall not be subtracted from the member's accumulated but

unused sick leave. If extenuating circumstances exist, e.g., distance and travel time, additional days may be granted by the Superintendent at his/her discretion and these dates will be subtracted from the member's sick leave.

O.A.P.S.E. #572

**SICK LEAVE BANK ENROLLMENT FORM**

Name \_\_\_\_\_

Building Assignment \_\_\_\_\_

Date \_\_\_\_\_

I am a member of the bargaining unit. I am donating one (1) day to the Sick Leave Bank for the purpose of enrolling in the Sick Leave Bank I understand that donated sick leave days are non-returnable and that I may be asked to donate additional sick leave days to the bank should that need be determined by the Sick Leave committee All donations will be made during the month of September unless an agreement between the Sick Leave committee and the Treasurer's office is agreed upon.

Member Signature \_\_\_\_\_

FOR TREASURER'S USE ONLY

I certify that the above named person has donated one (1) day to the Sick Leave Bank and is therefore entitled to participate in the Sick Leave Bank. The sick leave day will be subtracted from the member's pay receipt.

As of the date of this application, the member has \_\_\_\_ total accumulated sick leave days.

Current accumulated sick leave days \_\_\_\_\_

\_\_\_\_\_ 1 \_\_\_\_\_

Balance of accumulated sick leave days \_\_\_\_\_

Treasurer's signature \_\_\_\_\_ Date \_\_\_\_\_

Note. After processing the SLB application, forward a copy to the Association President.

**OAPSE SICK LEAVE BANK ALLOTMENT APPLICATION**

Applicant must be a bargaining unit member and a member of the Sick Leave Bank to request an allotment of sick leave days.

**PART A** (To be completed by the applicant)

Name. \_\_\_\_\_

Building Assignment: \_\_\_\_\_

Date: \_\_\_\_\_

Number of sick leave days requested: \_\_\_\_\_

Reason(s) for request: (Attach documentation, i.e. doctor's statement(s) or death notice.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART B** (To be completed by the Treasurer)

I certify that the above-named applicant has zero (0) accumulated or Board-advanced sick leave days as of the date of this application.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Treasurer

**PART C** (To be completed by Sick Leave Bank Committee)

Allotment request ( ) Approved ( ) Disapproved

Number of sick leave days approved for the above allotment request: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SLBC Chairperson

JELsec 1/31/01

PERSONNEL FORMS OAPSE SICK LEAVE BANK ALLOTMENT APPLICATION

#### ARTICLE 37 PHYSICAL EXAMINATIONS

- A. The Board agrees that if any employee is required as a condition of employment to undergo a physical examination, the Board will pay the full cost of such examination.
- B. The physician must be approved by the Board of Education.

#### ARTICLE 38 CLASSIFICATION PAY

- A. The Board agrees that if any employee is requested to and does perform work that normally is performed by an employee holding a higher classification, such employee shall receive pay at a rate equal to the hourly rate in the higher classification, which is just above his current hourly compensation.
- B. Any such assignment over three (3) days shall be paid starting the fourth (4th) day.
- C. This Article does not apply to substitutes and shall only apply to those employees filling in a head position.

#### ARTICLE 39 TRAVEL ALLOWANCE

- A. Those members in the bargaining unit receiving a mileage allowance shall be paid the rate, which is recognized as allowable by the Internal Revenue Service for business deductions. It shall be the responsibility of the Treasurer to notify the Board of Education of any change in the allowable IRS rate.
- B. The Board shall not be required to pay a higher rate until notified by the Treasurer of the change in the IRS rate.

#### ARTICLE 40 LEAVE OF ABSENCE

- A. Upon written request, the Board may in its discretion, grant a leave of absence for a period of not more than one (1) year for education or professional purposes, and shall grant such leaves where illness or other disability is the reason for the request. FMLA as defined in section E of this Article shall run concurrent with this one (1) year leave of absence. The eligibility year shall be July 1 through June 30.
- B. Upon the return of the employee from the leave, the Board may lay off the person hired for the purpose of replacing the returning employee while he/she was on leave.
- C. If, after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee or if he is hired by the Board as a regular employee within a year after

his employment as a replacement, he/she shall receive credit for his/her length of service with the Board during such replacement period.

- D. Any credit awarded to an employee mentioned above shall be in compliance with 3319.081 of the Ohio Revised Code.
- E. An employee shall be granted an unpaid leave of absence of up to twelve (12) weeks pursuant to the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) and the regulations of the Department of Labor under the FMLA (FMLA regulations).

#### ARTICLE 41 SEVERANCE PAY

- A. The Board shall provide severance pay to members of the bargaining unit upon their retirement from the district.
- B. The maximum payment which shall be made shall be one-fourth (1/4) of the accumulated and unused sick leave of the retiree not to exceed two hundred and sixty (260) days. Days exceeding two hundred and sixty days (260) may be denoted to the Sick Leave Bank, not to exceed three (3) total days.
- C. Such payment shall be based on the member's daily rate of pay at the time of retirement. Payment of retirement pay shall eliminate all sick leave credit accrued by the retiree.
- D. In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the work year that he/she first becomes eligible to retire through the School Employees Retirement System (SERS), he/she shall receive a lump sum payment equal to fifty percent (50%) of his/her accumulated but unused sick leave. Payment of such severance shall be at the employee's daily rate of pay at the time of retirement. Any employee who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through the SERS shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to severance pay provision in A, B, and C above; with two hundred and ten (210) days being the total for severance in Article 37.
- E. Employees choosing to retire and receive severance pay in accordance with Letter D of this article must notify the personnel director in writing of that fact by April 1<sup>st</sup> of the current year.

#### ARTICLE 42 CLOTHING ALLOWANCE

- A. A clothing allowance equivalent to the cost of four (4) employer approved uniforms will be furnished by the Board for bus mechanics, cooks, custodians, distribution driver, and medical aides.

- B. Apron and dish towel service delivered to each school by the company or companies.
- C. Cleaning and maintenance of uniforms will be the responsibility of each employee.
- D. All employees provided uniforms by the Board, two (2) weeks before the start of school shall be required to wear the complete, approved uniform while performing their assigned duties, except for during the summer breaks and all breaks during the school year. Failure to wear the complete, approved uniform during the required time may result in the employee being subject to disciplinary action as specified by Article 22.

#### ARTICLE 43 INSURANCE

- A. Beginning with the insurance plan effective October 1, 2013, the Board shall pay 93% of the premiums and the employee shall pay 7% of the premiums, except that for the 2013-2014 plan year, employees shall pay one hundred twelve dollars (\$112.00) for family and fifty dollars (\$50.00) for single plans. The seven percent (7%) requirement shall be instituted in the 2014-2015, subject to the possible adjustments set forth in paragraph B. A Health Care Cost Study Committee shall be created which shall consist of up to the following: three (3) members appointed by the Superintendent and three (3) members appointed by the Association President. The appointments may be changed annually.
- B. The Committee shall review the insurance plan annually with the insurance consultant. Beginning with the 2014-2015 plan year and for each year thereafter, if the premium increases for the health insurance plan in effect at the time of the renewal will be five percent (5%) or less, then the plan in effect at the renewal period may remain in place, and the Board will continue to pay ninety percent (93%) of the health insurance premium, as provided in Paragraph 15.01. If the cost of the health insurance plan in effect at that time of the renewal will be more than five percent (5%), the Committee recommends no change to the plan or no change is mutually agreed to, then the entire premium increase over the 5% threshold shall be shared equally between the Board and the employee and the percentages noted above shall be adjusted accordingly.
- C. The Board shall provide a \$40,000 life insurance policy to each employee. When an employee reaches age 70, the policy shall be reduced to \$20,000.
- D. For the life of this contract, this provision is suspended. It will be re-implemented should it be determined that the laws have changed to permit the opt out without the current legal issues being present.

A bargaining unit member employed by the Board on a full-time basis may annually elect to withdraw from the medical/hospitalization and dental/vision insurance package and shall receive a rebate of two thousand seven hundred and fifty dollars (\$2,750). If the employee wants dental/vision insurance, the opt -out

rebate decreases to two thousand dollars (\$2,000). The rebate shall be paid with the first payroll check in June of the insurance year in which the employee has opted out. A bargaining unit member who has opted out shall notify the District Treasurer by August 30th. A bargaining unit member who has opted not to participate in the insurance program shall have the right to reenter the program should a qualifying event as defined by the applicable insurance policy occur. Any bargaining unit member reentering the insurance program during the year shall forfeit any rebate.

- E. If the spouse of a bargaining unit member is employed outside of the District and his or her employer provides health insurance, such spouse will not be listed on the bargaining unit member's policy as a dependent. This provision does not apply to other dependents of the bargaining unit member. This section applies to only those employees hired after December 31, 2004.
- F. Employees shall be eligible to participate in IRS Section 125 Plan, with a provider selected by the Board.

#### ARTICLE 44: JURY DUTY/COURT LEAVE

- A. In the event an employee is notified to appear for jury duty, he/she shall submit such notice to the Treasurer as soon as possible.
- B. Time required for the employee to serve as a juror shall be release time not chargeable to either sick leave or personal leave.
- C. The employee shall receive his/her regular rate of pay during the time he/she is required to serve as a juror. Upon return from jury duty, the employee shall remit such payment as received from the courts to the Treasurer.
- D. Employees who are subpoenaed to court to testify in school related cases shall not suffer a loss of pay.

#### ARTICLE 45 VACATIONS

- A. All employees who work eleven or twelve months per year shall be entitled to vacation time each year at the following schedule:

At least one completed year  
but less than ten-----2 weeks

At least ten completed years  
but less than seventeen-----3 weeks

At least seventeen completed years  
but less than twenty-five-----4 weeks

Over twenty-five completed years-----5 weeks

- B. No vacations as such shall be allowed those employees who are employed less than eleven months in each calendar year, except for the regular holiday vacations occurring throughout the school year.
- C. More specifically, all vacation schedules for full-time employees shall be subject to the approval of the Superintendent or his/her designee. All vacation requests must be submitted at least seventy two (72) hours in advance of the dates for which the vacation is requested, except in the case of an emergency.
  - 1. Employees requesting vacation and granted such, upon the employee's request, shall receive payment for his/her entitled days prior to taking vacation days.
  - 2. An employee may elect to accumulate vacation time, not to exceed a (entitled) vacation for a period of two (2) years.
  - 3. Conflicts on vacations, seniority will take preference.
  - 4. No more than a maximum of six (6) weeks can be taken in any one year.
- D. Upon ending their employment with the Board, employees with accumulated but unused vacation days to the maximum set forth in sub-paragraph C. 2. shall be paid at their per diem rate for said unused vacation days.
- E. Employees shall earn vacation monthly on a pro-rated basis. (For example: a twelve month employee with fifteen (15) days vacation earns one and a quarter (1.25) days per month worked.)

#### ARTICLE 46 HOLIDAYS

- A. All employees shall receive the following days off work with pay:
 

1. New Year's Day	6. Memorial Day
2. Christmas Day	7. Presidents' Day
3. Thanksgiving Day	8. Labor Day
4. Good Friday	9. 4th of July (11 and 12-month only)
5. Martin L. King, Jr. Day	10. Veterans' Day

Nine or ten month employees shall have Columbus Day off without pay if school is not in session. Beginning with employees hired after September 1, 2016, the provision relating to the 4<sup>th</sup> of July shall only apply to twelve (12) month employees.

In the event an approved paid holiday falls on a Saturday, the preceding work day will be observed as the holiday and if it falls on a Sunday, the next following work day will be observed as the holiday.

#### ARTICLE 47 WAGES

- A. Bargaining Unit Employees will receive a three percent (3%) increase on the base salary for the 2016-2017 contract year, however, no employee shall receive less than a forty cents (.40) per hour increase. Bargaining Unit Employees will receive a three percent (3%) increase on the base salary for the 2017-2018 contract year. There shall be a re-opener on wages only for the 2018-2019 contract year. Negotiations for the re-opener shall commence no later than May 31, 2018.

In addition, parties will form a committee consisting of three (3) OAPSE members and three (3) members of the Administration who will review all employment positions and hourly pay rates for purposes of comparing those items to six (6) agreed upon comparable districts for the purposes of determining whether there needs to be an additional adjustments in hourly compensation. This committee will make a recommendation to the respective negotiations teams no later than March 31, 2018, which shall meet to discuss these recommendations no later than May 31, 2018.

- B. Substitute employees shall not be paid a rate exceeding the zero step of the attached salary schedule.
- C. Individual Attendance Incentive - An employee who uses no personal leave or sick leave days, and is not suspended for disciplinary reasons, during the period of July 1 through June 30 of any one year period shall receive an incentive bonus as follows:

9 - 10 month employees - \$400.00  
11 - 12 month employees - \$500.00

For the purpose of this provision, days missed for the Board approved vacation and jury duty will not count as days missed.

#### ARTICLE 48 DRUG AND ALCOHOL TESTING

- A. Effective September 1, 2007, all new hires will be administered a drug/alcohol test prior to being hired. This would include substitute employees. This cost would be paid for by the Board of Education.
- A. If the employee refuses to submit to a drug test after being directed to do so, he/she may be terminated.
- B. In addition to the above, bus drivers are subject to random testing as per state and federal law.

## ARTICLE 49 SECONDARY POSITIONS

Secondary positions are utilized to allow classified employees to benefit from additional work and the school district to benefit from the reduction of the SERS surcharge. Secondary positions are not intended to replace or take the place of full-time positions.

Secondary positions during the summer will be bid on a district-wide seniority basis to fill the following areas: building custodian, secretary, bus mechanic, maintenance, account clerk/data processor, or other occasional work, such as: mowing, painting, cleaning, and distribution driver.

Classified employees bidding on secondary positions must be able to meet the requirements of the secondary contract work.

A summer secondary contract bid list will be prepared each summer as a manner to fill the secondary positions. Secondary positions during the school year will be bid on an attendance area seniority basis. The attendance areas defined will be: WEST UNION to include West Union High School, West Union Elementary, and Ohio Valley Career and Technical Center; NORTH ADAMS to include North Adams High School, and North Adams Elementary; PEEBLES to include Peebles High School, Peebles Elementary, and Bus Garage, and Central Administration Office,; The secondary position of cashier will be offered within attendance areas to four (4) hour bus drivers if the position is determined by the Board to be necessary for the release of additional secretary time. Classified employees bidding on secondary positions must be able to meet the requirements of the secondary position.

Secondary positions will be awarded on a rotation basis considering seniority, ability to work hours without incurring over-time, and be able to fulfill their regular contractual assignments. If an employee accepts a secondary position, the employee may not refuse to perform the duties of the secondary position in order to accept an assignment for other additional duties offered by the Board, including but not limited to, field trips or extra runs.

Attendance areas will utilize the substitute list when the employees requesting secondary work has been exhausted within the area.

No incremental salary is attached to secondary positions. Secondary positions will be offered to those employees contracted for less than forty (40) hours per week. Sick leave or personal leave can only be utilized on the employees primary position. Employees working both positions cannot use the combination of the two to gain additional vacation leave.

All secondary positions that are filled with employees that have five (5) or more years of seniority with the district will be paid at the step 9 of the Salary Schedule. Secondary positions filled with employees with under five (5) years of seniority with the district will be paid at the zero step of the Salary Schedule.

During the term of this contract, individual problems such as additional worksites, inability to retain secondary position employees, or other organizational changes that may influence the intent of the section will be addressed and solved through the Labor Management Committee.

#### ARTICLE 50 PART-TIME LABOR

Nineteen and one-half (19 1/2) hours or less per week during school year.

- A. All part-time positions must be offered to eligible full-time employees first, through secondary positions.
- B. After posting for bids under Section A and the board does not receive any bids from primary employees, the board may offer to outside applicants.
- C. Positions that are filled with part-time help must be re-bid each new school year.
- D. All employees 19 1/2 hours per week must join the union.
- E. A part-time position cannot eliminate one of our present positions.
- F. The board will limit the number of part-time jobs to no more than thirteen (13) at any one time.
- G. There will be no fringe benefits paid to employees working under the part-time provision of this contract and wages will be the "0" step of the salary schedule.

#### ARTICLE 51 EMPLOYMENT OF RETIRED EMPLOYEES

- A. Employees who have retired and who are or will be receiving benefits through PERS or SERS may be employed by the Board. There shall not be any expectation that any such employee, whether formerly an employee of the Adams County/Ohio Valley School District or not, will be offered employment. The Board reserves the right to offer or not to offer such employment selectively, based on the needs of the school district, and no reason for declining to offer such employment to anyone pursuant to this provision shall be required. The decision whether to offer initial or continuing employment shall not be subject to the Grievance Procedure contained in the Agreement.
- B. The salary to be paid to the retired employees shall be determined by the Board of Education at the time of initial employment and at the time of each subsequent contract granted. This may be affected by laws regarding the hiring of retirees through SERS. The decision regarding salary placement/employment shall not be subject to the Grievance Procedure contained in the Agreement. The decision regarding salary placement shall not be subject to the Grievance Procedure contained in this Agreement.

- C. Individuals employed pursuant to this shall not receive any health, dental, and vision benefits, nor shall he/she receive any life insurance or severance benefits.
- D. Individuals employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service. The decision whether to employ an individual hired under this section for another year is solely within the discretion of the Board of Education and that decision is not subject to the grievance procedure or ORC 3319.081 or 3319.083.
- E. Each one (1) year contract shall automatically expire upon the completion of the school year and it shall not be necessary for the district to take formal action to non-renew the employee pursuant to Ohio Revised Code Section 3319.083 in order to terminate the employment relationship. Effective October 1, 2007, after the Board determines to fill a position held by an employee rehired after retirement, the position shall be posted in accordance with the Collective Bargaining Agreement prior to the end of the school year for the following school year. Individuals employed pursuant to this provision may not post for vacancies, shall not have bumping rights, shall have no seniority rights over other employees and are not subject to, or required to participate in the evaluation process. Individuals hired pursuant to this provision are not entitled to any severance benefits or retirement incentive benefits.
- F. Individuals employed pursuant to this provision shall start each contractual year with a zero (0) sick leave balance but shall earn sick leave during the contractual year at the same rate as other members of the bargaining unit. Individuals employed pursuant to this provision shall not be eligible for participation in the sick leave bank. If the employee is employed under another contract(s) for succeeding year(s), there will not be a carry over of the sick leave days from year to year.
- G. All of the terms and conditions of employment set for the in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including but not limited to: Sections 124.39; 3313.202; 3319.081; 3319.082; 3319.083; 3319.141 and Chapter 3309.

#### ARTICLE 52 DURATION

- A. This agreement shall become effective on October 1, 2016, and shall continue in effect to and including June 30, 2019, and from year-to-year thereafter, unless alteration or amendment is requested in writing in accordance with the negotiated items.

B. This Agreement signed and entered into this 17 day of November, 2016.

FOR THE BOARD

Judy Campbell

Patricia New

By: S. Swans

Brian M Switzer

FOR OAPSE

Karen Baugnot 2/16

Jessica Kirk 10-28-16

Mari Beth May 10-28-16

Melissa Baker 10-28-16