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**NEGOTIATED AGREEMENT**

**BETWEEN THE**

**GALLIPOLIS CITY BOARD OF EDUCATION**

**AND**

**GALLIPOLIS OAPSE LOCAL #349**

**JULY 1, 2011- JUNE 30, 2014**

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ARTICLE 1

RECOGNITION AND DEFINITIONS

A. Recognition

The Gallipolis City School District Board of Education recognizes the Ohio Association of Public School Employees and its Local #349 as the sole and exclusive bargaining representative for the classified employees as defined in Section B, Bargaining Unit Representation.

B. Bargaining Unit Representation

The Union shall be recognized as the sole and exclusive bargaining representative for all employees of the District, including bus drivers, secretaries, custodians, maintenance, food service employees, aides, attendance officer, reader guides, EMIS Coordinator and mechanics, in the following classifications:

Aide	Cafeteria Cook
	Cafeteria Cook/Custodian
Attendance Officer	Cafeteria Cook/Sales
	Cafeteria Head Cook
Head Bus Driver	Cafeteria Supervisory Cook
Bus Driver	
	Head Maintenance
Courier	Maintenance Worker
Custodian	Head mechanic
	Mechanic
EMIS Coordinator	
	Secretary

All substitutes, managerial employees, confidential employees, supervisory employees and certificated employees including the Superintendent, Treasurer, assistant(s) to the Treasurer, and secretary to the Superintendent shall be excluded from the bargaining unit.

C. Terms of Recognition

1. This recognition shall remain in effect for the length of this current Agreement and/or any extensions mutually agreed to by the Board and Union.
2. The exclusive recognition of the Union may be challenged in accordance with ORC 4117.07.

#### D. Definitions

1. Agreement - This Negotiated Agreement between the Board and the Union
2. Board - Board members, administrators, agents and all others acting on the Board's behalf as directed by the Board of Education
3. Board of Education - The Gallipolis City School District acting in its official capacity
4. Actual Work Day - A day the employee is actually at work
5. Day - A calendar day, unless otherwise indicated
6. Work Day - A week day, except for contractually recognized holidays
7. District - Gallipolis City School District
8. Employee - A member of the bargaining unit
9. Full-Time - A minimum of seven (7) hours per day, five (5) days per week. For the purpose of fringe benefits, bus drivers who are assigned to regular bus routes are considered full-time.
10. ORC - The Ohio Revised Code
11. Superintendent - Superintendent or designee
12. Union - OAPSE/AFSCME Local #349

## ARTICLE 2

### NEGOTIATING PROCEDURES

#### A. Scope of Negotiations

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining.

#### B. Request for Meeting

1. Either party may initiate negotiations by submitting a written notice to the other party.
2. Request for negotiations may be submitted no earlier than ninety (90) days nor later than sixty (60) days before the expiration of the current Agreement unless otherwise agreed to by both parties.

3. A mutually convenient meeting date shall be set after the request to negotiate is submitted by either party. At this meeting, each party shall submit its issues for negotiations, which shall become the negotiating agenda. No additional issues may be submitted without mutual consent of both parties.

#### C. Negotiating Team

1. Each party may substitute one (1) member on the negotiating team after formal negotiations have begun, but in no event shall either team have more than six (6) members, and no more than one (1) member shall be an outside representative.
2. Neither party shall attempt to influence or interfere with the selection of the other party's negotiating team.
3. Either team may call upon the use of consultants to assist in negotiations. Any expense incurred through the use of a consultant shall be borne by the requesting party.
4. Each bargaining team shall be clothed with the authority to make proposals, counterproposals, and to arrive at a tentative agreement on all issues submitted for negotiations.

#### D. Negotiations Meetings

1. Prior to and during the period of bargaining each party will provide the other, upon reasonable request, (ten (10) work days), relevant data and supporting information concerning the issues under consideration.
2. Until all items on the agenda have been negotiated to the satisfaction of both parties, each meeting shall include the establishment of an agreed upon time and place for the next meeting.
3. The negotiator of either group may caucus his/her group for independent discussions at any time. A caucus shall be no longer than thirty (30) minutes except by mutual agreement.
4. The negotiator for either group may call a recess when it appears that no more meaningful discussions can be accomplished. Such recesses should be of reasonable length but in no event shall exceed five (5) work days unless by mutual agreement.
5. All releases to the news media during negotiations shall be mutually agreed upon before release. In the event an impasse occurs, each party may release information to the news media without the other party's consent. However, a copy of all such releases shall be given to the other party simultaneously with the releases to the news media.

#### E. Good Faith Bargaining

"Good Faith" bargaining requires that the Union and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to respond with a counterproposal or give reasons why the proposal is unacceptable. "Good Faith" requires both parties to recognize negotiations as a shared process and for the purpose of attaining mutual understanding provided, however, nothing herein requires either party to agree or make a concession.

#### F. Agreement

1. All tentative agreements reached by the parties pertaining to articles or sections shall be reduced to writing and initialed by both parties. Once a tentative agreement is reached, no further discussions shall take place on the issue unless by mutual agreement. When agreement is reached on all issues, the tentative agreements shall be reduced to writing and the total document shall be submitted to the Union for ratification and submitted to the Board for approval at its next regular or special meeting. Upon affirmative action by the Board and the Union, the terms of the Agreement shall become the Negotiated Agreement and both parties agree to abide by the terms and conditions thereof.
2. The Board and the Union shall share the cost of printing and providing copies of the Agreement to all employees, the administration, and the members of the Board, plus five copies.
3. The Union shall be responsible for advising the employees relative to the terms and conditions of the contract.
4. The Agreement shall be signed by both parties and become a part of the official minutes of the Board.

#### G. Disagreement

1. In the event an agreement cannot be reached after sixty (60) days from the first negotiation session, either party may declare an impasse and request that all unresolved issues be submitted to mediation. Within five (5) days of a declaration of impasse either party may request the services of the Federal Mediation and Conciliation Service to appoint a mediator to assist in the resolution of all remaining issues. The mediator shall have no authority to bind the parties to any agreement. This impasse procedure is the parties' mutually agreed-to alternative dispute resolution procedure and supersedes the dispute resolution procedures of ORC 4117.14.
2. The cost of employing all mediation services shall be shared equally by the Union and the Board.

3. In the event agreement is not reached through mediation within thirty (30) days and the contract has expired, the Union may initiate the provisions of Section 4117. 14(D-2) of the Ohio Revised Code.

### ARTICLE 3

#### RIGHTS OF INDIVIDUALS

Nothing in this document shall prohibit any employee from presenting views, proposals, or grievances to the Superintendent. If a grievance is not resolved at the administration level it may be presented to the Board of Education in accordance with established procedure. Negotiations, however, shall be conducted according to this Agreement.

### ARTICLE 4

#### PERSONNEL FILE

A. An employee shall have the right to review the contents of his/her personnel file upon request at a time that does not interfere with his or her assigned duties. Each employee shall have the right to attach written comments relative to information placed in his/her file.

B. Personnel files will be administered in accordance with the Ohio Public Records Act (currently ORC § 149.43).

### ARTICLE 5

#### STATE AND FEDERAL LAW

A. The parties intend for this Agreement to supersede the ORC in all provisions addressed by this Agreement, specifically including civil service statutes and procedures. The parties are subject to the provisions of the ORC in all areas not addressed by this Agreement.

B. The Board shall provide liability insurance for employees pursuant to the provisions of the ORC.

C. Discrimination is prohibited. No employee shall be appointed, reduced, removed, or in any way favored or discriminated against because of race, sex, national origin, religion, or marital status.

### ARTICLE 6

#### MERGER OR CONSOLIDATION

A. To the extent permitted by law, in the event that a merger, consolidation or reorganization of any type results in employees of the District being employed in a different school district, the terms and conditions of this Agreement shall be binding upon

the Board of Education of the school district to which the employees are transferred. The new employer shall recognize the Union as the bargaining representative of the employees affected by such action. If any terms and conditions of employment covering similar employees of the new employer are more favorable than those contained in this Agreement, the employees previously covered under this Agreement shall be entitled to receive the benefit of the more favorable terms and conditions and will become part of this Agreement.

B. Before any merger, consolidation or reorganization is effectuated, the Board shall notify the Union, in writing, at least ninety (90) days in advance of any merger, consolidation or reorganization that is contemplated by the Board of Education.

C. The employees covered by this Agreement will not suffer loss of benefits provided herein as a result of any merger, consolidation or reorganization, whether affected voluntarily or by operation of law.

D. This Article is not intended to permit the Union to bring any legal action against the Gallipolis City School District Board of Education or its administrators or agents on the basis of this Article, and the Union specifically agrees that it may not do so.

## ARTICLE 7

### GRIEVANCE PROCEDURE

#### A. PURPOSE

The purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time solutions to grievances, which may arise from the implementation of the Agreement. Both the Board and the Union agree that grievance proceedings shall be handled expeditiously and in a confidential manner.

#### B. DEFINITIONS

Grievance: An alleged violation, misinterpretation, or misapplication of any provision of the Agreement between the Board and the Union.

Grievant: An employee or group of employees alleging a grievance. A grievance alleged by a group shall have arisen out of and confined to the same circumstances affecting each member of said group.

Day: A work day.

#### C. INFORMAL STEP

Within seven (7) days from the date the grievant knew of the event(s) giving rise to an alleged grievance, the grievant shall request an informal meeting with his/her immediate supervisor for the purpose of attempting to resolve the matter. Failure to act within seven (7) days shall preempt the filing of a grievance in the particular case.

#### D. WRITTEN GRIEVANCE

1. The written grievance used in the formal levels of this procedure shall state: 1) the specific contract provision(s) alleged to be violated, misapplied, or misinterpreted; 2) a brief description of the grievance and the time, place and date it occurred; 3) the relief sought, and 4) the date of submittal. A copy shall be submitted to the Superintendent.
2. Upon request the Union may assist and represent any employee in preparing the proper information necessary to expedite the procedure.

#### E. RULES

1. Time limits given shall be considered as maximum unless otherwise extended by mutual agreement by the parties involved.
2. Failure of the grievant to proceed within the specified time limits to the next level of procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
3. Failure of the Board to respond in the time limits stated shall mean the grievance is automatically advanced to the next step.
4. A grievance may be initiated at Step II when it has been determined by the employee's immediate supervisor that the subject is not within his/her realm of responsibility or control.
5. Nothing contained in this procedure shall be construed as limiting the individual rights of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
6. No reprisals shall be made against any employee involved in use of this grievance procedure.
7. A grievance may be withdrawn at any level without prejudice.

#### F. PROCEDURE

##### Step I

If the problem is not resolved as a result of the informal discussion, the grievant shall, within five (5) days after such discussion, submit the grievance on the appropriate form to his/her immediate supervisor. A meeting shall be mutually arranged between the grievant and the supervisor within five (5) days after submittal. Within five (5) days after the meeting, the supervisor shall provide the grievant a written disposition on the grievance.

## Step II

If the grievant is not satisfied with the disposition at Step I, he/she shall within five (5) days of receipt of the supervisor's disposition, submit the grievance on the appropriate form to the Superintendent. A meeting shall be mutually arranged within five (5) days after submittal. Within five (5) days after the meeting, the Superintendent shall provide the grievant and the Union President a written disposition on the grievance.

## Step III

If the grievant and the Union are not satisfied with the disposition at Step II, the Union shall submit the grievance to FMCS grievance mediation within fifteen (15) days. The parties will attempt to agree on an FMCS mediator. If unable to agree, the Union will request for FMCS to appoint a mediator.

## Step IV

If the Step III mediation does not resolve the grievance, the Union shall have fifteen (15) days to file a written request for arbitration. Appeals to arbitration shall be solely at the Union's discretion.

The parties shall submit the grievance to FMCS. The arbitrator shall be chosen using the alternate strike method, with each party having the right to reject up to two lists. The parties shall alternate who strikes first. Final resolution shall be rendered as soon as possible by the arbitrator and that decision shall be final and binding on both the Board and the grievant.

## G. POWER OF THE ARBITRATOR

1. The arbitrator shall be empowered to render a decision relative to alleged violations, misinterpretations, or misapplications of the terms of this Agreement.
2. The arbitrator shall have no authority or power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
3. The arbitrator, in ruling on issues specifically left to the discretion of the Board or Superintendent in this contract, shall be limited to deciding whether the Board's or Superintendent's judgment and/or actions were arbitrary or capricious.
4. The arbitrator shall have no authority or power to establish salary schedules or change salary schedules except as may be dictated by the terms of the Agreement.
5. In the event an alleged grievance is appealed to an arbitrator and the arbitrator determines that he/she has no authority or power on which to rule, it shall be referred back to the Union and the Board without decision or recommendation on its merits.

6. Should an arbitrator rule on a question, which, under the terms of this Agreement, is clearly outside his/her authority or power on which to rule, said question shall be applicable to a court of competent jurisdiction.

7. All fees and expenses of the arbitrator shall be shared equally between the parties.

## ARTICLE 8

### SEVERANCE PAY

A. One-third (1/3) of the employee's accumulated and unused sick leave up to 195 days of accumulation (maximum of 65 days of severance pay) will be paid to employees upon proof of retirement from the appropriate State School Retirement System.

B. Daily rate of pay is established by dividing the annual salary by the number of paid days per year.

C. To be eligible for severance pay employees must have served not less than ten (10) years in the District.

D. Receipt of payment for accumulated sick leave shall eliminate all sick leave credit accumulated by the employee.

E. The employee must sign for the severance check certifying that all eligibility requirements have been met.

F. Employees shall be eligible for additional days of severance pay upon retirement from the District as follows:

10-14 years in the District	2 days
15 - 19 years in the District	4 days
20 - 24 years in the District	7 days
25 - 29 years in the District	9 days
30 - 34 years in the District	13 days
35 or more years in the District	15 days

For purposes of this section, a day is the number of hours an employee is working immediately prior to retirement.

## ARTICLE 9

### LEAVES

#### A. Sick Leave

1. Each employee shall be entitled to accrue fifteen (15) days of sick leave per year which shall be credited at the rate of one and one-fourth (1-1/4) days per

month effective the beginning date of his/her contract. Each day of accumulation shall be prorated days equal to the number of hours employed.

2. At the time of a change in number of daily work hours, all sick leave days accumulated by an employee shall be converted on a prorated basis. (Example: Thirty (30) days of sick leave accumulation for an employee employed four (4) hours per day or on a one-half (1/2) day basis would be equal to 120 hours or 15 days of sick leave upon being employed on a full-time basis. (Reverse shall be true.)

3. Sick leave may be used for the following reasons upon the approval of the responsible administrative officer designated by the Board:

- a. Personal illness
- b. Pregnancy
- c. Injury
- d. Exposure to contagious disease, which could be communicated to others
- e. Illness or injury in the employee's immediate family
- f. Death in the immediate family
- g. Doctor's appointment

4. a. The immediate family for illness or injury is defined as mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law, husband, wife, sons, daughters, or foster children assigned by a legal entity living as a part of the employee's family.

b. The immediate family for death is defined as mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law, husband, wife, sons, daughters, son-in-law, daughter-in-law, brother and sister-in-law, grandchildren, grandparents, aunts, uncles, nieces, nephews, or foster children assigned by a legal entity living as a part of the employee's family.

5. A maximum of five (5) days per occurrence may be used for the purpose of illness, injury, or death in the immediate family, except that only three (3) days may be used in the event of death of aunts, uncles, nieces or nephews.

6. Notwithstanding the above, a maximum of three (3) days per occurrence may be used for the purpose of serious illness, injury or death of son and daughter-in-laws, grandparents or grandchildren; and two days per occurrence for the birth of a grandchild.

7. Employees who are new employees transferring from a school district or public agency in Ohio may transfer previously accumulated sick leave and be credited up to a maximum of two hundred (200) days. It shall be the responsibility

of the employee to secure a certified record from his/her former employer and file a copy with the Treasurer.

8. Employees who are new public employees will be credited with ten (10) days of sick leave effective the first day of employment. These days must be re-earned before further accumulation may occur.

9. Sick leave accumulation shall be unlimited.

10. Employees using seven (7) or more consecutive days of sick leave for personal use shall submit a statement from their physician stating that he/she is capable of returning to duty.

11. Employees shall submit a written, signed statement on forms prescribed by the Board to justify the use of sick leave. Any falsification of said statement shall be grounds for suspension or termination of employment by the Board in accordance with ORC Section 3319.08.

12. Sick Leave Bank

a. An enrollment period shall be established between September 1 and September 15 for each employee to voluntarily donate a maximum of two (2) days of their accumulated, but unused, sick leave days to a Sick Leave Bank.

b. A committee comprised of the Superintendent and his/her designee and the President of the Union and his/her designee shall administer the Bank. The committee shall develop the approved form and shall approve applications at its discretion. The Superintendent or his/her designee shall serve as chairperson.

c. Employees who have exhausted all of their sick leave accumulation, who have developed a serious or catastrophic illness, and who have contributed to the Sick Leave Bank may request sick leave days from the Bank.

d. Approved employees shall be granted up to a maximum of twenty (20) days from the Bank.

e. The employees shall be required to provide documentation to the Committee.

f. Absences due to alcohol and/or substance abuse of any kind shall not be considered appropriate reasons for application approval.

g. Employees who qualify for disability retirement shall be required to apply to SERS for such benefits.

h. The Sick Leave Bank shall not be used as a means for increasing retirement compensation and/or severance pay.

i. Employees receiving sick days from the Sick Leave Bank shall be required to repay the Bank at the rate of 50% of his/her annual accumulated sick leave, payable at the end of the contract year, starting the year after they withdraw leave from the Bank. No additional leave can be taken from the Bank until the leave that is owed has been returned.

B. Personal Leave

1. Up to three (3) days personal leave may be granted each school year to allow an employee to meet personal business obligations which cannot be taken care of at times other than scheduled work hours.

2. Personal leave shall not be used for seeking or engaging in gainful employment.

3. Personal leave shall not be used the day before or the day after a weekday the employee is not scheduled to work.

4. No more than two (2) bus drivers, and no more than two (2) cooks, may be on personal leave on the same day. Priority shall be determined on a first-come, first-serve basis.

5. Requests for personal leave shall be made on the prescribed form. Requests shall be submitted to the appropriate supervisor no later than three (3) days prior to the requested date of use. The prescribed form shall require the employee to certify by signature that the leave will be used in accordance with this procedure. Any violation of this procedure may be considered ground for disciplinary action, including termination.

6. Two (2) personal days must be used in full day increments, and one (1) day may be used in one-half (1/2) day increments.

7. a. Employees who limit their use of any combination of sick leave and personal leave each year to the following shall be reimbursed as follows:

0 days            an amount equal to five times the employee's daily rate of pay

1 day             an amount equal to four times the employee's daily rate of pay

2 days            an amount equal to three times the employee's daily rate of pay

- 3 days            an amount equal to two times the employee's daily rate of pay
- 4 days            an amount equal to the employee's daily rate of pay
- 5 days            an amount equal to one-half the employee's daily rate of pay

- b. Repayment of days borrowed from the sick leave bank shall not be counted as absences for purposes of this section.
- c. Employees who are hired after the first work day of the year for their classification will be eligible for the incentive on a pro-rated basis.

C. Assault Leave

Any employee who, in the course of performing his/her responsibilities, is assaulted and is temporarily disabled as determined by the employee's attending physician, by an injury resulting from said assault, shall be eligible for "Assault Leave" subject to the following conditions:

1. To be eligible the employee must apply for and be eligible for Workers Compensation benefits.
2. If Workers Compensation is paid, the employee shall receive the difference between the benefits received from Workers Compensation and his/her regular salary.
3. An employee may receive a maximum of fifteen (15) days as provided above or until Workers Compensation is terminated, whichever comes first.
4. Assault leave shall not be deducted from sick leave.
5. Any employee receiving benefits under Assault Leave shall cooperate fully with the prosecution of those responsible for the assault.
6. In the event the employee receives civil damages by reason of the assault, the cost of substitute wages paid, as the result of the employee's absence shall be repaid to the District. The amount paid to the District shall be the actual cost of substitutes or the amount awarded by the court.

D. Union Leave

1. The Board agrees to permit each duly elected delegate of the Union, with a maximum of four (4) delegates, Union leave of three (3) days each to attend the OAPSE Annual Conference at no salary deduction. No more than two (2) employees from any classification will be released for union leave on the same day, unless the Local has an OAPSE State Board member or District Officer.

However, in the event a member or members of the Union shall be elected to a District or State Office, the four (4) delegates, which shall include the District and State Officers, shall be granted four (4) days each to attend the OAPSE Annual Conference at no salary deduction. The Board will provide the substitutes and the Union will pay all attendant travel expenses for each delegate.

2. The Board agrees to permit elected and/or state appointed members of the Union to attend OAPSE/AFSCME State, District committee meetings involving Union business and related activities. A maximum of up to twenty-five (25) days per year shall be permitted. Additional days may be granted subject to the approval of the Superintendent. No more than two (2) members will be permitted to take such leave at one time or day. Additional members may be permitted to take such leave at the same time subject to the approval of the Superintendent. All costs to the Board applicable to the employee shall be reimbursed by OAPSE. Members requesting such leave shall submit their requests on the Board approved form to the Superintendent.

3. At any given time an employee shall be permitted to take one year unpaid leave of absence to assume a paid position with OAPSE, AFSCME or the AFL-CIO. The Board may fill the position vacated by the employee on such leave with a substitute for the duration of the leave of the employee. After the leave period has expired, if the employee has not returned the position shall be filled in accordance with the vacancy and bid procedures of this Agreement. Employees must have two (2) years service with the District to be eligible for said leave.

#### E. Professional Leave

1. Upon written request of the employee or request of the Superintendent, the Superintendent may grant an employee permission to attend a seminar, workshop, or other inservice program specifically designed to improve the employee's employment skills and/or job related knowledge. Upon approval by the Superintendent, the employee may receive reimbursement, without loss of pay as follows, subject to the limitation contained in Section 2:

- a. Registration fees
- b. Mileage reimbursement at the I.R.S. rate per mile as of July 1 of each year.
- c. \$50.00 plus tax per night should overnight lodging be required
- d. \$25.00 per day for meals provided the registration fee does not include one or more meals

2. The Board will appropriate \$1,200.00 annually for professional leave. No individual employee may use more than \$200.00 per year, or use more than two (2) days per year.

3. During the school year, no more than three secretaries may attend the same conference on the same day(s). Of those three, no more than two may be from the high school, and no more than one can be a twelve-month employee.
4. The request for expense reimbursement shall be filed with the Superintendent for approval for payment on the Board-approved expense reimbursement form with required documentation and receipts no later than seven (7) days following the date of attendance at said inservice program or meeting.

F. Jury Leave or Court Subpoena Leave

1. In the event an employee is notified to appear for jury duty, or is subpoenaed to court for a school related matter, he/she shall submit such notice to the immediate supervisor.
2. Time required for the employee to serve on jury duty or testify in a school related matter shall be release time not chargeable to either sick leave or personal leave.
3. The employee shall receive his/her regular rate of pay during the time he/she is required to serve on jury duty or testify on a school related matter. Upon return from jury duty or court the employee shall remit all payment received for jury duty or witness pay to the Treasurer.

G. Unpaid Leaves of Absence

1. Long Term

- a. An employee, upon written request to the Superintendent, and approval of the Board of Education, may be granted a leave of absence without pay for the purpose of caring for an employee's child or spouse residing within the same household, employee illness, or employee physical and/or mental disability. The granting of a long-term leave of absence shall be at the sole discretion of the Superintendent. The Superintendent's decision shall not be arbitrary or capricious. The written request must be submitted at least thirty (30) days prior to the start of the requested leave except in cases of illness or physical and/or mental disability. In cases of illness or physical and/or mental disability, the request shall include a physician's statement revealing the necessity for such leave and the expected date of return. Requests for unpaid leave shall not exceed eighteen (18) months. This provision supersedes the ORC with respect to long-term unpaid leaves of absence.
- b. A nine or ten-month employee whose leave of absence expires at the end of a school year must inform the Superintendent in writing by July 1 of whether or not he/she intends to return to work at the start of the following school year. Failure to notify the Superintendent of their intent

may result in the termination of their employment, and will allow the Board to post and fill the vacant position.

c. In the event an employee on long-term leave does not return to duty at the end of a leave, and has not been approved for additional leave, the position held by such employee may be declared vacant and posted and filled.

d. Upon return to active employment, the Board shall return the employee to the same or similar assignment.

e. Employees on approved unpaid leaves shall have the right to continue to participate in the insurance benefits made available by the Board at the employee's expense subject to the approval of each insurance carrier. Payments shall be made to the Treasurer on the date established by the Treasurer. Failure to make said payments shall result in the loss of insurance coverage.

## 2. Short Term

Each employee is eligible for up to three (3) days of unpaid leave per contract year, to be granted at the discretion of the Superintendent. Two of the three days must be used in full day increments, and one day may be used in one-half day increments.

## H. Family Leave

Notwithstanding anything to the contrary in the provisions of this Agreement, the Board of Education and the employees shall each have all their respective rights and obligations under the Family and Medical Leave Act of 1993, provided that, except as otherwise mandated by that Act, any family leave shall not be in addition to any contractual leave or other leave required by law. See Board Policy GBR for family leave procedures.

# ARTICLE 10

## INSURANCE PROGRAM

A. The Board will make available to all full time employees a comprehensive Health Insurance Plan. Unit members who were on the District's insurance plan as of July 1, 2011 will contribute five percent (5%) of the monthly premium for single and family coverage. Unit members who start on the District's insurance plan after July 1, 2011 will contribute ten percent (10%) of the monthly premium for single and family coverage.

Unit members who were on the District plan on July 1, 2011, and thereafter leave the District plan and then return to it, will be in the 10% category upon their return (unless they are returning due to the death of their spouse, loss of employment by their spouse, or divorce from their spouse, in which case they will return to the 5% category.)

B. The comprehensive Health Insurance Policy for either an individual or family shall provide payments according to the following schedule:

	<u>In Network</u>	<u>Out of Network</u>
	Annual Deductible: \$1,000/ind. and \$2,000/fam. per calendar year	Annual Deductible: \$2,000/ind. and \$4,000/fam. per calendar year
	Plan pays 80% of eligible expenses to the annual OOP (Out-of-Pocket) limits.	Plan pays 60% of eligible expenses to the annual OOP (Out-of-Pocket) limits.
	Max. Annual OOP \$3,000/ind. and \$6,000/fam. per calendar year	Max. Annual OOP \$4,500/ind. and \$9,000/fam. per calendar year
	Copay charges do not apply to annual out-of-pocket limit.	Copay charges do not apply to annual out-of-pocket limit.
	Lifetime Max. benefit is unlimited.	Lifetime Max. benefit is unlimited
Outpatient prescription drug benefits	Copay for 30 day supply: \$10.00 Generic \$30.00 Formulary Brand \$50.00 Non-formulary Brand Copay for up to 90 day supply of maintenance drugs acquired through mail-order: \$20.00 Generic \$60.00 Formulary Brand \$100.00 Non-formulary Brand	80% of eligible expenses
Mental Health/Substance Abuse	Inpatient: \$300 copay then 100% per inpatient stay (prior authorization required)  Outpatient: \$25 copay per visit then 100% (prior authorization required)	Inpatient: 60% after deductible has been met  Outpatient: 60% after deductible has been met

C. Coordination of Benefits

The spouse of an employee must enroll in his or her employer's health care plan unless one of the following applies:

1. The spouse does not work outside the home.
2. The spouse's employer does not offer health care benefits.
3. The spouse is retired.
4. The spouse's employer pays less than 50% of the coverage.

If none of these exemptions apply, the spouse must enroll in at least a single-coverage (individual) plan with their employer. The spouse's employer will be responsible as the first (primary) payer of health care claims, and if the spouse is also covered under our plan, we will then apply the coordination of benefits feature to whatever the spouse's employer does not pay.

A Spouse Insurance Verification Form will be provided to each employee, for their spouse's employer to complete (unless the spouse also works for the District). If one of the exemptions listed above apply to the spouse, employees can use the same form to document that exemption.

This form is to be submitted annually before the end of the Open Enrollment period, September 30<sup>th</sup>. If the spouse's employer has a different Open Enrollment period, we will extend the deadline until the spouse can join his or her employer's plan.

If the spouse loses medical benefits through their employer or retires, the District's plan would then become primary, until such time as the spouse may become re-eligible under this Coordination of Benefits section.

To make this plan work fairly for everyone, there will be penalties for misrepresenting information regarding a spouse's insurance status. Those penalties include, but are not limited to, loss of coverage and the recovery of improper payments and the expenses of that recovery.

D. The Board will make available to all full time employees a Vision Insurance Plan. The Plan for either an individual or family shall provide payments according to the following schedule:

Eye Exam:

Copayment: \$10 is applied to the exam and/or eyewear

Coverages: Covered in full

Lenses:

Copayment: \$10 copay applied to the exam and/or eyewear

Coverages: Single vision, bifocal, trifocal and lenticular lenses are covered in full

Plan provides for lenses every 12 months from last date of service

Frames:

Copayment: \$10 copay applied to the exam and/or eyewear

Coverages: VSP covers a wide selection of frames

If a frame is chosen that is valued at more than the plan's allowance, the employee will pay the difference based on VSP's preferred member pricing.

Plan provides for frames every 24 months from last date of service

Contact Lenses:

Copayment: N/A

Coverages: 15% discount off the contact lens exam (fitting and evaluation) plus a \$105 allowance

Employees may choose contact lenses instead of prescription glasses. In this case, the plan provides for contact lenses every 12 months from the last date of service. The allowance is applied to both the contact lens exam (fitting and evaluation) and the contact lenses.

E. The Board agrees to make available at no cost to each full time employee the following Dental Protection Plan:

R&C

100/80/60/60 Coinsurance

\$25.00 Deductible Single

\$50.00 Deductible Family

\$1,000.00 Calendar Year Maximum

\$1,000.00 Orthodontic Lifetime Maximum

F. The Board agrees to provide a \$20,000 term life insurance plan with AD&D coverage.

G. If the employee works less than seven (7) hours, but at least six (6) hours per day, the Board will pay seventy-five percent (75%) of the premium for the medical and dental insurance coverage, and fifty percent (50%) of the premium for vision insurance coverage. If the employee works less than six hours, but at least four (4) hours per day, the Board will pay fifty percent (50%) of the premium for medical, dental and vision insurance coverage.

H. Insurance programs requiring second opinion surgery with physician of member's choice shall be considered equal to or better than the current coverage.

I. An HMO plan equal to or better than the current plan shall be made available upon request by an employee with the employee paying the difference in cost between the traditional plan provided by the Board and the HMO plan made available by the Board. Enrollment would be open September 1 and may be withdrawn at the anniversary enrollment date.

J. Proposed changes in insurance coverage shall be reviewed with the Union President and/or OAPSE representative.

K. The Board shall designate an annual window period during which time employees may enroll or change enrollment in the health programs made available by the Board.

L. Members of the same household with both spouses employed by the Board shall only be covered by the most cost-effective plan for the District. Said employees shall not be

entitled to participate in the Health Insurance Opt-Out Incentive Plan pursuant to Section L of this article, unless they were participating in health insurance Opt-Out during the 1992-93 school year.

M. Health Insurance Opt-Out Incentive Plan

1. Eligible Participants

Full time employees who are eligible to be insured under the health insurance plan provided in this Agreement, and who may be insured under another health insurance plan, may elect to opt-out of the Board-approved health insurance plan by completing the Application for Participation In Health Insurance Conservation Incentive Plan.

2. Opt-Out Benefits

Eligible employees electing to opt-out of the Board-approved health insurance plan shall receive an incentive payment in accordance with the following table (the incentive payment will be pro-rated for employees who opt out of the insurance program for less than the full contract year):

<u>Number of unit members opting out of insurance plan</u>	<u>Amount of incentive per member</u>
4 or less	\$1,500
5-6	2,750
7-10	5,000
11 or more	6,000

3. Involuntary Changes In Insured Status

Any eligible employee who elected to opt-out of the health insurance plan provided by this Agreement who involuntarily loses other insurance coverage through the unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the Board-approved health insurance plan(s). Notice of intent to enroll will be provided the Treasurer not later than the third Monday of the month following a qualifying event with coverage to be effective the first day of the following month.

4. Voluntary Changes In Insured Status

Subject to provisions of paragraph 3 above, any employee who elected to opt-out of the Board-approved health insurance plan provided in this Agreement may enroll in the Board-approved health insurance plan(s) during the next annual open enrollment period. Any such employee shall notify the Treasurer that he/she intends to re-enroll in the Board-approved health insurance plan(s).

5. Reimbursement Date

Eligible employees opting-out of the health insurance plan shall be reimbursed in accordance with the provisions of paragraph 2 above in two installments paid in the last pay in December and the last pay in June. The amount of the incentive will be determined on a monthly basis.

N. Insurance Advisory Committee

1. An insurance advisory committee shall be established composed of the Union President, two Union members appointed by the Union President, the Superintendent and two administrators appointed by the Superintendent, to review the present plan for the specific purpose of developing cost containment provisions designed to stabilize and/or reduce the cost of the insurance program, to be recommended to employees and the Board for approval. The committee may be convened by either the Superintendent or the President of the Union or his/her designee.

ARTICLE 11

WORKERS COMPENSATION

A. All employees are covered under Ohio Bureau of Workers Compensation.

B. Any employee injured while performing his/her assigned responsibilities shall immediately file a report with his/her immediate supervisor or designated representative. An application shall be filed with the Ohio Bureau of Workers Compensation at the earliest possible date.

C. Employees injured while performing their assigned responsibilities and who qualify for workers compensation shall continue to receive Board-approved insurance coverage for the period of time the injured employee is covered by sick leave or until the employee is approved for workers compensation. Employees approved for workers compensation while using sick leave shall submit all workers compensation reimbursement to the Board. Employees approved for workers compensation who do not have or do not choose to use sick leave shall continue to receive Board-approved insurance coverage for four (4) months. Following this four month period, insurance benefits shall be governed by Article 9.

ARTICLE 12

JOB DESCRIPTIONS

A. The Board will provide job descriptions for all employees. Each employee will sign his/her job description and the signed job description will be placed in the employee's personnel file.

B. At least ten (10) days prior to implementing a change in any job description covered under this Agreement, the Board shall provide a copy of the change to the Union President, along with the anticipated effective date. Less than ten (10) days notice can be given upon mutual agreement between the Superintendent and Union President.

## ARTICLE 13

### WORK WEEK AND OVERTIME

A. Full-time employees in one classification receive a one-half (1/2) hour duty free lunch period.

B. The work week shall begin 12:01 a.m. Monday and end 12:00 midnight Sunday.

C. Overtime shall be paid at the rate of one and one-half (1-1/2) times the hourly rate of pay for all hours authorized to be worked in excess of forty (40) hours per week. Any work performed on a Sunday or a holiday shall be paid at two (2) times the regular hourly rate for all hours authorized to be worked.

D. Payment of overtime shall be paid the pay period following the pay period in which the overtime was accrued.

E. Absences from duty due to a calamity day or due to an employee taking an approved paid or unpaid leave shall not be counted toward the employee's forty (40) hour work week for overtime purposes. Approved holidays falling within the work week and approved compensatory time shall be counted toward the employee's forty (40) hour work week for overtime purposes.

F. All overtime shall be rotated within each building in accordance with classification seniority, except as otherwise indicated in Section G below.

G. During the school year, in the event a custodian is off the following order shall be used to obtain a replacement:

- a. substitute
- b. part-time custodian from within the building
- c. full-time custodian from within the building
- d. part-time custodian from elsewhere in the District
- e. full-time custodian from elsewhere in the District

H. Custodians and maintenance employees who are called in to work outside of their regular work day (not immediately before or after their normal shift) shall be paid a minimum of one hour of pay.

#### I. Compensatory Time

Employees may elect to take overtime pay in compensatory time off in accordance with the requirements of the Fair Labor Standards Act. All compensatory time off shall be

taken at a time authorized by the immediate supervisor. Compensatory time that is not carried over to the next contract year must be taken prior to taking vacation time.

Compensatory time may be accumulated to a maximum of one hundred twenty (120) hours. Eighty (80) hours of compensatory time may be carried over from one contract year to the next. Compensatory time remaining at the end of a contract year which cannot be carried over will be paid off in cash at the second pay in July.

J. Extra Activities/Events

1. Board Sponsored Profit Generating Events

Additional custodian(s) may be assigned for clean-up and/or set-up for such events. The order for assigning any such custodians will be as follows:

- a. the custodian(s) on duty at the time and place of the event
- b. custodians normally assigned to that building
- c. custodians from another building
- d. substitute custodians

2. Board Sponsored Non-Profit Events

For activities other than the prom, no employee that is not regularly scheduled will be assigned to work. For the prom, custodian(s) will be used to clean up at a flat rate of \$150, which will be run through payroll. The order for assigning custodians shall be:

- a. custodians within the building, by seniority order
- b. custodians outside the building
- c. substitute custodians

3. Non-Board Sponsored Events

A custodian not regularly scheduled to be working shall be on duty for the entire event. Practices and games for which admission is not charged, and instructions, lessons and tutoring are exempted from this section.

4. If a Board sponsored or non-Board sponsored profit-generating activity requires the use of the kitchen, a regular cook shall be used for the hours that the equipment is in use.

5. The custodians or cooks working under this section shall be paid for actual hours worked at their regular rate of pay, except as otherwise indicated in this section, and except for time worked beyond forty (40) hours a week, for which time they shall be paid one and one-half (1-1/2) times regular rate of pay.

ARTICLE 14

VACATION

A. Any employee working eleven (11) or twelve (12) months shall be entitled to the following vacation schedule:

After one (1) full year of employment (See Section F for first year pro-ration) Two (2) weeks vacation

After ten (10) years of continuous employment Three (3) weeks vacation

After fourteen (14) years of continuous employment Four (4) weeks vacation

After twenty five (25) years of continuous employment Five (5) weeks vacation

B. Vacations may not be taken during the two (2) week period prior to the opening of the school year, the two (2) week period after the opening of the school year, and the two (2) week period prior to the end of the school year. Vacations may be taken by submitting a request to the immediate supervisor or his/her designee. The Superintendent will approve the vacation, provided that granting the vacation does not interfere with the normal operations of the district. Vacation shall be granted on a first come/first serve basis, except that for summer vacations (June – August), requests turned in by April 1 will be granted on the basis of seniority. Requests for vacations shall be submitted (30) days prior to the date vacation is to begin, whenever possible.

C. Upon the death of an employee, the value of all vacation leave accrued but not taken prior to the employee's death shall be paid to his/her estate.

D. Nine and ten month employees transferring to an eleven and twelve month position may transfer a maximum of eleven (11) years of employment experience in the District for vacation purposes.

E. Employees may carry-over vacation to a maximum of ten (10) carry-over days. The carryover date for mechanics may be extended by the appropriate supervisor in order to allow the mechanics to prepare for the annual bus inspection.

F. Employees who begin an eleven or twelve month position during a contract year will have their first year's vacation pro-rated based on the time worked prior to July 1 of that first year. (For example, an employee starting on January 1, 2000 will receive one-half (½) of their yearly vacation on July 1, 2000, and thereafter will receive their full yearly vacation total on July 1 of each year.

## ARTICLE 15

### HOLIDAYS

A. Employees will have the following paid holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day (July 4)
6. Labor Day
7. Martin Luther King Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day
11. One day immediately preceding Christmas Day

B. If Independence Day, Christmas Day, or New Year's Day falls on a Saturday, employees will not be required to work on Friday. If these fall on a Sunday, employees will not be required to work on Monday. Additionally, employees are eligible for paid holidays only if they work the day before and the day after the holiday.

C. Any employee required to work on a holiday shall receive two (2) times his/her regular hourly rate for all hours required to work.

## ARTICLE 16

### CALAMITY DAYS

A. A calamity day shall be defined as a day when the Board determined it was necessary to close a school or all of the schools in the District for a reason beyond their control.

B. All employees shall be subject to call for duty on all calamity days. However, it shall be the responsibility of the Superintendent to notify those employees who are expected to report for duty at his/her earliest convenience. Employees who are not so notified shall be excused from reporting to work on all District calamity days approved by the State Superintendent of Public Instruction or his/her designated representative without penalty or reduction in State Foundation Funds.

C. Employees shall be paid at a rate of time and one-half (1-1/2) for all hours actually worked on a calamity day, and regular rate for all regularly scheduled hours not worked on a calamity day. Should the actual hours worked on a calamity day cause an employee to be on duty more than forty (40) hours in any week, the employee shall be paid time and one-half (1-1/2) for all hours on duty over forty (40) hours.

D. The Superintendent or his/her designee shall maintain a record of all calamity day hours worked by each employee and authorize the Treasurer to pay accordingly. The

Board shall not be required to provide either a minimum or maximum number of hours of employment for those employees required to report for duty on calamity days. The supervisor shall provide a work schedule for those employees who report for duty on a calamity day.

E. All employees shall be expected to report for duty without additional compensation for all calamity days the District may be required to make up by the State Superintendent of Public Instruction or his/her designated representative provided said makeup days do not require the employee to report for duty more days than required by his/her contract.

F. A required makeup day shall be defined as a day the District would lose State Foundation Funds or be subjected to a penalty which in the judgment of the Board would not be in the best interest of the District, unless the day is made up.

G. Absences from duty due to an employee taking an approved paid or unpaid leave or the result of a calamity day shall not be counted as a part of the forty (40) hours for overtime purposes.

## ARTICLE 17

### FAIR SHARE FEE

A. Each employee covered by this Agreement who fails voluntarily to acquire membership in the Union, shall be required as a condition of employment after the completion of the probationary period provided in this Agreement to pay to the Union a Fair Share Fee which shall not exceed the dues paid by members of the Union who are in the Inservice covered by this Agreement. The Union shall provide the Treasurer a list of the names of those employees who are not members of the Union and the total amount of Fair Share Fee to be deducted for each.

B. The Union shall provide reasonable notification to non-members of the "Fair Share Fee" and their right to object to the amount of the fee prior to the deduction of the fee. The notice shall include the expenses for the year divided into chargeable and non-chargeable expenditures. The fee shall be confined to chargeable expenditures which represent dues allocated to the cost of negotiating and administering the collective bargaining agreement.

C. The Union represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code for challenging the amount of the representation fee. This procedure shall be given to each employee who does not join the Union. This notice, procedure, and rebate shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and Ohio. The procedure shall provide for a prompt decision by an impartial decision-maker in the event any moneys or fees are disputed. Upon demand, a non-member may apply to the Union for immediate advance reduction of the "Fair Share Fee" in accordance with the internal rebate procedure adopted by the Union. The advance reduction shall be the proportionate amount of moneys expended for partisan political or

ideological purposes not germane to the Union's involvement in collective bargaining. The Union shall escrow all disputed moneys until properly resolved.

D. The Union agrees to hold the Board harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination or collection of "Fair Share Fees" and to indemnify the Board for any liability imposed on it as a result of any such suit, claim, or administrative proceeding provided the following conditions are met:

1. The Board shall notify the Union President in writing within ten (10) work days, exclusive of holidays recognized by the Board, of any claim made or action filed against the Board of which indemnification may be claimed.
2. The Union shall extend to the Board the right to designate its own counsel to assist in the defense in addition to allowing the Board the right to waive indemnification by the Union at any time and provide its own defense.
3. The Board and/or its representatives agree to:
  - a. Give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceedings.
  - b. Not knowingly or willingly violate the implementation of this provision of the Agreement.

E. The Board agrees to accompany each transmittal of dues and fees to the Treasurer of the Union with a list of those employees from whom "Fair Share Fees" have been deducted.

F. An employee may terminate membership by giving the Treasurer of the Board written notice of cancellation between June 1 and June 30 of any given year. The Treasurer shall notify the Union of the withdrawal of membership and automatically deduct the Fair Share Fee in accordance with the provisions of this section.

## ARTICLE 18

### PAYROLL PRACTICES

A. The Board agrees to deduct Union dues for each employee who each year by October 1 authorizes the Board to do so in writing, and to remit the local and state dues to the State Association Treasurer monthly together with a list showing the names of the employees and the amount deducted.

B. The Union shall hold the Treasurer, the Board and its agents harmless from any liability thereof.

C. Deductions for Union dues shall be in twenty (20) consecutive, equal installments beginning with the first payroll in October.

D. Enrollment for Union dues deductions shall be made upon submission of a signed authorization form to the Treasurer. Written notice of revocation shall be served upon the Chapter Treasurer, Board Treasurer, and the State Association Treasurer.

E. The Union agrees to notify employees of the period of time during which dues deduction authorization may occur. This notification shall be posted on the bulletin board in each principal's office.

F. The base annual salary shall be paid every other Friday in twenty-six (26) equal installments over a twelve (12) month period. Hourly employees shall be paid for hours worked at the conclusion of each pay period.

G. Paychecks shall be distributed to night custodians on Thursday evening at the Treasurer's Office provided no emergency exists which would prohibit the Treasurer from preparing the paychecks on a timely basis.

H. The Treasurer, upon receiving written notice, shall authorize payroll deductions for Savings Bonds, insurance, annuities, and/or OAPSE/AFSCME PEOPLE, provided ten percent (10%) or more of the employees sign up for this deduction. Said deductions shall continue until terminated by a written notice to the Treasurer from the employee.

I. The Board shall offer direct deposit of paychecks. Employees hired after July 1, 1999 will be required to use direct deposit. Checks may be issued instead of direct deposit in particular circumstances if unforeseen circumstances require it.

## ARTICLE 19

### SENIORITY, VACANCIES AND TRANSFERS

#### A. Seniority

Seniority shall be defined as the years and months of continuous service in the District from the date of most recent hire. If two or more employees were hired at the same Board meeting, the seniority order for those employees will be determined by the order they appeared on the Board agenda.

Interruptions due to approved leave of absence granted to employees shall not be counted in computing seniority rights. Upon return to duty, all service credit prior to the leave of absence shall be counted in computing seniority rights.

#### B. Vacancy

Whenever a vacancy exists and the Board determines to fill said vacancy, it shall be posted for a period of five (5) working days in each work location.

Qualified employees shall apply, in writing, to the Superintendent within the time limitation established in the posted notice.

### C. Promotion and Transfer

An employee may apply for a vacancy or newly created position within the same classification in which he/she is employed. No employee will be considered for more than two (2) such requests for transfers per year (July 1 through June 30). This restriction does not apply to requests for transfers outside of an employee's classification.

1. Where the only applicants for a vacancy are from within the classification where the vacancy exists, the position shall be awarded to the most senior applicant bidding who, in the judgment of the Superintendent, meets the qualifications set out in the Board approved job description.
2. Where there are applicants from various classifications, qualifications shall be the initial consideration. If two or more applicants are found to be equally qualified, in the judgment of the Superintendent after a review of the qualifications set out in the Board approved job description, then the applicant with the greatest seniority shall be appointed.
3. The Superintendent may consider applicants outside the bargaining unit where the Superintendent has determined that none of the current employees applying for the position meet the qualifications set out in the Board approved job description.
4. If an employee applies for but is not appointed to a vacancy, he or she shall have the right to meet with the Superintendent to discuss the criteria used in making the decision and to discuss how the employee can improve his or her chances for receiving such an appointment in the future.
5. An employee who is promoted to another classification will be placed in the step nearest to their previous hourly rate of pay, without being lower.

### D. Probation Period for New Employees

There shall be a probationary period of seventy-five (75) actual working days for the position involved to determine the fitness, adaptability, and capability of any employee new to the system. During such time the new employee shall have no seniority rights in that position. New employees retained beyond the seventy-five (75) work day period shall have their seniority computed as of their date of original hire.

Probationary employees may be discharged by the administration at any time for any good and just reason. Said discharge shall not be subject to the grievance procedure.

### E. Trial Period for Employees Awarded Vacancies

1. For employees awarded vacancies within their current classification, the employee shall serve a trial period of a minimum of five (5) actual work days and a maximum of twenty (20) actual work days, at least five (5) actual work days of which must be during the school year.

2. For employees awarded vacancies outside their current classification, the employee shall serve a trial period of a minimum of five (5) actual work days and a maximum of sixty (60) actual work days, at least twenty (20) actual work days of which must be during the school year.
3. The employee has the right to return to his/her previous position, without loss of seniority, at any time during the trial period following written notice to the Superintendent. The Superintendent may return the employee to his/her position, without loss of seniority, at any time during the trial period. Such return shall not be for arbitrary or capricious reasons.
4. Employees shall be placed on the new salary schedule pursuant to Section C(5) above as of the first day of the trial period.

#### F. Transfers

A transfer shall be defined as the assignment of an employee either voluntarily or involuntarily to a different position either within or outside his/her classification. Employees shall be involuntarily transferred to another position only if qualified for the position. Employee qualifications shall be determined by the Superintendent. Employees shall not be involuntarily transferred without a conference with the Superintendent prior to the transfer at which time the reasons for the transfer shall be given. Involuntary transfers may not be for arbitrary or capricious reasons as determined by the Board.

#### G. Temporary Transfers

Any employee temporarily transferred into a higher classification will be paid the base rate of the higher classification if higher than the employee's regular rate of pay. If the base rate of the higher classification is lower than the employee's normal hourly rate, the employee will be paid at the next higher step on his/her regular salary schedule while working in the higher classification. Employees will receive regular rate of pay if temporarily transferred to a lower classification.

#### H. Summer Postings

A notice of all vacancies and/or newly created positions which become available during the months of June, July and August shall be sent to the Union President and to those employees who have placed on file with the designated administrator a written request to be notified. It shall be the responsibility of the employee to file with the administration the address at which he/she may be reached during the summer months. Employees interested in the vacancy and/or newly created position must notify the designated administrator within five (5) days of the date the notice was posted.

## ARTICLE 20

### BOARD AGENDA

- A. Prior to all regular and special Board of Education meetings, the Union President shall be supplied with an agenda for the Board meeting. The agenda will be the same one as supplied to the press. The Union President shall also receive all attachments that are provided to the Board with the agenda, that are subject to the Public Records Act and relate to personnel matters within the District.
- B. The Union President shall receive minutes of all special and regular Board meetings.
- C. The Union President shall receive a copy of all monthly reports submitted to the Board.
- D. The Union President shall have a current and up-to-date Board Policy Manual.

## ARTICLE 21

### LAYOFF AND RECALL

- A. Whenever it becomes necessary to reduce the number of employees within a classification due to the lack of funds, lack of work, or the abolition of a position, the layoffs shall be conducted as follows:
  - 1. The employee with the least job classification seniority in the classification shall be laid off first. The classifications that will be used for the purposes of layoff and recall are contained in the Recognition Article.
- B. Any employee laid off in one classification may displace the least senior employee of another classification providing the laid-off employee has more seniority than the displaced employee and the laid-off employee is qualified and had work experience in the position of the employee being displaced.
- C. All laid-off employees shall maintain recall rights for a period of twenty-four (24) months.
- D. During the twenty-four (24) month period no one will be hired or promoted into a classification until all laid off employees in that classification are reinstated or decline the position when it is offered. It shall be the responsibility of all laid off employees to keep the Superintendent informed of his/her telephone number and address where they may be reached. Failure of an employee to respond in writing to a registered letter within seven (7) days after posting by the Superintendent shall be considered a decline of the position and the employee will be removed from the recall list.
- E. Should transfers be necessary as the result of layoff, employees may submit a letter to the Superintendent requesting transfer.

F. Laid-off employees may be granted the right to continue to participate in the insurance benefits made available by the Board for a period of eighteen (18) months at the employee's expense subject to the approval of each insurance carrier. Payments shall be made to the Treasurer on the date established by the Treasurer. Failure to make said payments shall result in the loss of insurance coverage.

G. The Board shall provide the Union President with a current seniority list of all employees.

## ARTICLE 22

### REPAIR REQUEST FORM

A. The Board shall adopt and require the use of a repair request form.

B. All needed repair requests shall be completed at the earliest feasible date.

## ARTICLE 23

### UNIFORMS

#### A. Cooks

1. All cooks will be provided six (6) shirts at the beginning of each school year.
2. Each school will have shirts that match the school colors.
3. Cooks will be allowed to wear white, black, or tan pants with their shirts. There will be no sweat pants allowed.

#### B. Mechanics

1. Each mechanic will be provided with six (6) button down work shirts at the beginning of each school year.

#### C. Maintenance and Custodians

1. All maintenance workers and custodians will be provided six (6) shirts at the beginning of each school year.
2. Each school will have shirts that match the school colors.

## ARTICLE 24

### BUS DRIVERS

- A. The Board agrees to pay bus drivers their regular rate per hour for driving in excess of four (4) hours per day on their regular route. The Board agrees to pay bus drivers their regular rate while transporting students on another regular route during an emergency situation.
- B. The Board agrees to pay bus drivers \$13.00 per hour for field trips, portal to portal.
- C. The terms "field trips," "special trips," and "extra trips" shall henceforth be known as field trips. All non-walking field trips which are sponsored by the District, have been approved by the Superintendent, and are accompanied by an advisor/teacher shall be offered to regular drivers before they are offered to substitutes.
- D. Each bus driver shall be paid for all time that is spent on their bus including deadhead, breakdown, maintenance time, layover time, and random drug and alcohol testing.
- E. All drivers may take their regularly assigned bus on short trips, however, longer trips shall be assigned at the discretion of the Transportation Department.
- F. The Board agrees to pay the cost up to thirty-five dollars (\$35.00) for costs incurred to any bus driver for physical, eye tests, or abstracts.
- G. At the beginning of each new school year, field trips shall be offered on a rotating basis from a driver rotation list, beginning with the most senior driver on the list. A bus driver who cancels a trip (non-emergency cancellation as determined by the supervisor) with less than forty-eight (48) hours notice shall miss their turn on the next two trip rotations. If a driver cancels a trip while other trips are still being assigned, the Supervisor will finish assigning the trip he is working on before going back to fill the cancelled trip.
- H. The Board agrees to supply each bus with a broom and window cleaner, for the proper inside and outside cleaning of the bus.
- I. Mid-day preschool routes shall be offered to eligible regular drivers on a seniority basis at his/her regular hourly rate. An eligible driver is defined as a regular driver who is available to drive a noon kindergarten route. A minimum of one (1) hour will be paid.
- J. All bus routes shall be bid with the most senior driver appointed, providing it is not excessive cost to the Board.
- K. If a driver takes a field trip he/she will only be deducted the actual morning or evening time from regular route.

L. Nine (9) or more students shall be considered a field trip to be transported in a van, mini bus or regular bus, excluding trips by the multiple impaired students, History Day, Science Olympiad, Mock Trial, Vision Unit, commercial buses sponsored by a non-Board entity for football state playoffs, and all other regional and State sports events.

M. The Board shall make available to all bus drivers a copy of the State Manual to assist drivers in passing the required written examination.

N. The Board shall provide inservice education for all regular drivers employed the effective date of this Agreement to assist drivers in passing the required written examination.

O. All bus drivers shall be required to meet all licensing requirements of the State of Ohio to be employed or to remain in the employment of the District.

P. All bus drivers shall pass any drug testing requirements established by the Ohio Department of Education, Ohio State Laws, and/or Federal Law governing the commercial licensing of all bus drivers. The cost of said required testing shall be borne by the Board.

Q. The Board shall reimburse up to \$28.50, once every (4) years, the cost of renewal of the Commercial Driver's License fee, upon submission of a fee receipt.

R. The drivers who were grandfathered to drive their buses to and from home on their current routes as of 2001-2002 will remain grandfathered as long as they are drivers for the District, and remain on the same routes. All new drivers shall be subject to the approval of the Transportation Supervisor and Superintendent on taking buses home. (See paragraph J.)

In the event a bus driver authorized to take his/her bus home, including the grandfathered drivers, moves from his/her present residence, the Transportation Supervisor and Superintendent shall determine whether the driver will be permitted to continue to drive his/her bus home. (See paragraph J.)

S. Bus drivers who are required to plug bus heaters in at their residences shall be paid \$1.50 per plug-in.

T. The Board will pay for the cost of mandatory training to meet certification requirements.

## ARTICLE 25

### TUITION REIMBURSEMENT

A. The Board shall pay an amount equal to seventy-five dollars (\$75.00) toward the cost of tuition for an employee to attend a class sponsored by an accredited educational institution. A maximum of five hundred dollars (\$500.00) shall be appropriated for this

purpose. In order to be eligible for reimbursement, an employee must comply with the following:

1. The employee must submit in writing to the Superintendent a request for course approval prior to registering for the course.
2. The employee must state how this course would improve his/her performance of assigned duties.
3. The course must be an approved course of study offered by the accredited educational institution.

B. Reimbursement shall be made on a first come-first served basis.

## ARTICLE 26

### EMPLOYEE EVALUATIONS

A. An effort will be made to evaluate the performance of each employee at least once every three (3) years.

B. The completed evaluation form shall be examined by the employee and signed prior to being placed in his/her file. The judgment of the evaluator is not grievable. An employee may write comments on his/her evaluation form. Evaluations of employee's performance shall not be used in administering disciplinary action or such related consequences but may be used as supporting documentation. An employee will sign his/her evaluation form. This is only to acknowledge that they have seen the form and not that they necessarily agree with the evaluation.

## ARTICLE 27

### UNION RIGHTS

A. For the term of this Agreement, the Union shall be granted the following rights:

1. The Union may post notices and information on bulletin boards.
2. The Union may place information in employee mailboxes.
3. The Union may be granted the free use of school buildings for meeting purposes provided meetings do not interfere with the regularly scheduled activities of the school. Requests for meetings shall be submitted in accordance with Board policy governing the use of school facilities.
4. The Union may be granted the use of school office equipment provided it is operated by qualified personnel and that the Union provides its own paper and supplies. The Union shall also be responsible for the misuse, loss, or damage of any office equipment.

5. All privileges described above shall be extended to the Union President or his/her designee.

6. Any employee regularly scheduled to work in the evening when a Union meeting is scheduled shall be permitted to attend said meeting for a maximum period of two (2) hours, and that said employee shall return to duty and extend his/her regular work hours in an amount of time equal to the time he/she was away from his/her duties to attend said meeting. Said employee shall not be entitled to overtime pay.

## ARTICLE 28

### SERS PICK UP SALARY REDUCTION PLAN

A. The Treasurer is hereby authorized to contribute to SERS, in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of being paid by each employee through a salary deduction and forwarded to SERS on behalf of each employee by the Treasurer. The amount contributed by the Board on behalf of each employee shall be treated as deferred salary otherwise payable to such employee in cash before the SERS deductions and taxable by the Federal and State governments.

B. The Treasurer hereby states:

1. That the employee's contract salary is being restated as consisting of:

a. A cash salary component; and

b. A "pickup" component, which is equal to the amount of the employee's contribution being "picked-up" by the Board on behalf of the employee.

2. That the Board will contribute to SERS an amount equal to the employee's required contribution to SERS for the account of each employee; and

3. That payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workman's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in an employee's contract).

C. The Board's total combined expenditures for each affected employee's total contract salary payable in accordance with this Section (including "pick-up" amounts) including its employer contribution to SERS shall not be greater than the amount the Board would have paid for each affected employee had this Section not been included in the Agreement.

D. The Treasurer shall compute and remit its employer contribution to SERS based upon total contract salary, including the "pick-up". The Treasurer shall report for Federal and Ohio income tax purposes as an employee's gross income, the employee's total contract

salary less the amount of the "pick-up". The Treasurer shall report for municipal tax purposes the employee's total contract salary including the amount of the "pick-up".

E. Each affected employee shall assume all responsibility for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans in which he/she may be participating.

F. The Board and Treasurer shall be held harmless in the event the above "pick-up" provisions are nullified by subsequent I.R.S. rulings, Ohio Attorney General opinions, a court of competent jurisdiction, or other governing regulations or laws and this Article of the Agreement shall be declared null and void.

## ARTICLE 29

### DISPENSING MEDICATION

A. In the event a nurse is not present in the building, one employee per building will be assigned to dispense medication to students. Alternates may be assigned as needed.

B. Employees shall be compensated at an hourly rate of \$8.00 on a pro-rated basis.

## ARTICLE 30

### HEALTH AND SAFETY

The Superintendent agrees to meet, upon the request of either party, with a committee of union representatives for the purpose of discussions on health and safety issues. Among the matters to be discussed will be whether any additional inservice on safety issues should be held.

## ARTICLE 31

### DISCIPLINE PROCEDURE

A. No employee shall be subject to disciplinary action except for the grounds stated in this Agreement. All discharges of non-probationary employees and suspensions of greater than three (3) days for non-probationary employees shall be subject to review under the grievance procedure. No other discipline shall be grievable.

B. Based upon the severity of the situation and the safety concerns for students and other employees, disciplinary action may follow the steps outlined below:

1. Verbal Warning (to be documented in writing)- First offense

2. Written Warning - Second offense
3. Suspension - Third offense
4. Longer Suspension - Fourth offense
5. Discharge - Fifth offense

C. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, failure to observe written standards of conduct or any other failure of good behavior, or any other acts of misfeasance, malfeasance or non-feasance shall be grounds for disciplinary action.

D. Anytime the Board has reason to discipline an employee, it shall be done in a manner that will best avoid embarrassing the employee before other employees or the public. Directives from supervisors shall not constitute discipline.

E. Whenever the Board determines that an employee may be subject to suspension of greater than three (3) days, a pre-disciplinary conference shall be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The employee may be represented by the union representative of his/her choice, or may, if he/she chooses, waive representation.

F. Pre-disciplinary conferences shall be conducted by the Superintendent/designee. The Superintendent/designee shall determine what discipline, if any, is appropriate.

G. Pre-disciplinary conferences shall not be required in suspension cases where safety concerns or the severity of the offense dictate otherwise.

H. The Union President will be provided with a courtesy copy of disciplinary actions.

I. Upon the request of the employee, verbal and written warnings shall be purged after a period of two (2) years, provided there is no reoccurrence of an incident of similar nature.

## ARTICLE 32

### DRUG AND ALCOHOL TESTING FOR CDL HOLDERS

A. The procedures for conducting drug and alcohol testing are governed by 49 U.S.C. 2717 and approved Board policy #EEACD.

B. The procedures for handling violations of the drug and alcohol testing policy are as follows:

1. First Offense

The Board has the option of either:

- a. implementing up to a three (3) day suspension without pay, which shall not be grievable; or
- b. implementing discipline beyond a three (3) day suspension without pay, which would be subject to the grievance procedure.

2. Second Offense

- a. the Board has the right to terminate, and the termination or any lesser discipline imposed is not subject to the grievance procedure or any other contractual challenge.

3. Employees who have violated the drug and alcohol testing policy may be moved, at the Board's option, to a non-safety sensitive position, if available. If the Board chooses to put the employee in a non-safety sensitive position, the employee will be subject to random drug testing for the first twelve (12) months following his/her placement.

4. Employees who have entered or are awaiting entry into an approved treatment program may use sick leave, vacation time, personal days, and/or any approved unpaid leave during that period of time.

C. The Union President or designee will be provided the opportunity to be present at the random test drawing (held to determine who will be random tested).

ARTICLE 33

ID BADGES

A. All employees shall wear District issued ID badges.

B. The District shall pay the cost of an employee's first ID badge each contract year. In the event a badge is lost or destroyed, the cost of the second badge shall be split between the District and the employee. Badges issued to an employee after the second badge in a contract year shall be paid for by the employee.

ARTICLE 34

AIDES

Aides will receive \$60 every four (4) years towards reimbursement of the cost of certification. Aides leaving the District prior to the end of the four year period will reimburse the Board on a pro-rated basis.

ARTICLE 35

MILEAGE REIMBURSEMENT

- A. The Board will pay mileage reimbursement when an employee is required to drive their own vehicle on pre-approved Board business.
- B. Mileage reimbursement will be paid at the IRS rate.

ARTICLE 36

DURATION

A. The provisions of this Agreement shall be effective July 1, 2011 to June 30, 2014, both dates inclusive.

B. It is the understanding of both parties that they are obligated for only those items that have been agreed to in this document. This Agreement represents the total understanding and obligation between the parties.

C. If any provision of this Agreement or any application of this Agreement to any employee shall be found contrary to applicable law, then that provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions shall continue in full force.

D. During the life of this Agreement, negotiations may be reopened on part or all of the articles contained in this Agreement by mutual consent of the Board and the Union.

BOARD OF EDUCATION  
GALLIPOLIS CITY SCHOOLS

Bryan Smith 9/8/11  
PRESIDENT DATE

Denise Shockley 8/17/11  
SUPERINTENDENT DATE

Eileen M. Maple 8-17-11  
TREASURER DATE

GALLIPOLIS SCHOOL EMPLOYEES  
ASSN. LOCAL #349

Mark Brown 10-5-2011  
PRESIDENT DATE

Zat Solomon 9/13/11  
VICE-PRESIDENT DATE

Carolee Montgomery 9/13/11  
NEGOTIATIONS DATE  
TEAM MEMBER

## APPENDIX A

### GALLIPOLIS CITY SCHOOLS CLASSIFIED SALARY SCHEDULE EFFECTIVE JULY 1, 2011

Position	Paid Days*	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 12	Step 19
Aide	192 or 202	12.67	12.92	13.17	13.42	13.67	13.92	14.17	14.42	14.67	14.92	15.17	15.42
Attendance Officer	190	10.68	10.89	11.10	11.31	11.52	11.73	11.94	12.15	12.36	12.57	12.78	12.99
Bus Driver	192	16.43	16.76	17.09	17.42	17.75	18.08	18.41	18.74	19.07	19.40	19.73	20.06
Head Bus Driver	192	16.81	17.15	17.49	17.83	18.17	18.51	18.85	19.19	19.53	19.87	20.21	20.55
Bus Mechanic	261	14.58	14.87	15.16	15.45	15.74	16.03	16.32	16.61	16.90	17.19	17.48	17.77
Head Bus Mechanic	261	16.43	16.76	17.09	17.42	17.75	18.08	18.41	18.74	19.07	19.40	19.73	20.06
Cook	192	12.20	12.44	12.68	12.92	13.16	13.40	13.64	13.88	14.12	14.36	14.60	14.84
Head Cook	192	12.61	12.86	13.11	13.36	13.61	13.86	14.11	14.36	14.61	14.86	15.11	15.36
Supervising Cook	192	13.01	13.27	13.53	13.79	14.05	14.31	14.57	14.83	15.09	15.35	15.61	15.87
Courier	192	9.19	9.37	9.55	9.73	9.91	10.09	10.27	10.45	10.63	10.81	10.99	11.17
Custodian	261	13.09	13.35	13.61	13.87	14.13	14.39	14.65	14.91	15.17	15.43	15.69	15.95
EMIS Coordinator	202**	13.71	13.98	14.25	14.52	14.79	15.06	15.33	15.60	15.87	16.14	16.41	16.68
Maintenance	261	14.13	14.41	14.69	14.97	15.25	15.53	15.81	16.09	16.37	16.65	16.93	17.21
Head Maintenance	261	14.51	14.80	15.09	15.38	15.67	15.96	16.25	16.54	16.83	17.12	17.41	17.70
Secretary	212 or 240	13.28	13.55	13.82	14.09	14.36	14.63	14.90	15.17	15.44	15.71	15.98	16.25

\* Includes holidays

\*\* 192 work days between July 1-June 30, with schedule to be assigned by the Superintendent or designee.

\*\*\* After 25 years of service in the District, employees will be paid a \$200 stipend each year, payable in the 2<sup>nd</sup> pay in July

MISCELLANEOUS AGREEMENTS

- OAPSE agrees that the Board has the right to employ aides for less than six (6) hours per day.
- The “Prime Time” pay for classified staff, other than bus drivers, will be \$12 per hour.
- If the teachers go to 24 pays, OAPSE agrees to do so at the same time.