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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**AND THE**

**OHIO ASSOCIATION OF PUBLIC SCHOOL**

**EMPLOYEES UNION LOCAL #495**

**July 1, 2013 through June 30, 2015**

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Article 1

**PREAMBLE**

- 1.1 The Canal Winchester Local School District Board of Education, hereinafter "the Board", agrees to establish procedures for negotiations with the Ohio Association of Public School Employees Union Local #495, hereinafter "the Union".

Article 2

**RECOGNITION**

- 2.1 The Canal Winchester Local School Board of Education (hereinafter referred to as "the Board") recognizes the Ohio Association of Public School Employees/Local 495 (hereinafter referred to as "the Union") as the sole and exclusive bargaining representative for the following classifications:

Included: All regular full and part time Lead Custodians, Maintenance, Head Maintenance, Custodians, and Outdoor Custodians.

Excluded: All other employees of the employer: All Management employees, Supervisor and confidential employees as defined by Ohio Revised Code Chapter 4117, and seasonal and casual employees as defined by SERB.

Article 3

**THE NEGOTIATING PROCESS**

- 3.1 Representation:

Designated Representatives of the Board and the Union shall meet to Negotiate in good faith in accordance with the procedures set forth within this Agreement. The Teams shall consist of Representatives of the Union, not to exceed six (6) and Representatives of the Board, not to exceed six (6).

- 3.2 Authority of Negotiators:

While no Final Agreement can be executed by the Negotiators, the Parties mutually pledge that the Representatives will be clothed with all necessary power and authority to make Proposals, Counterproposals and reach compromises in the course of Negotiations.

3.3 Subjects of Negotiation:

The subjects of negotiation shall include all matters pertaining to wages, hours, and terms and conditions of employment, and other mutually agreed upon subjects.

3.4 Negotiation Schedule:

Negotiations on the subjects specified above may commence between the sixtieth (60th) and ninetieth (90th) day prior to expiration of the Agreement. Either Party may serve Notice on the other that it wishes to commence Negotiations for an amended Agreement. A copy of the Notice shall be sent to the State Employment Relations Board, unless the Parties agree in writing to an extension of time.

3.5 Good Faith Negotiating:

All Parties involved recognize their responsibilities for negotiation in good faith. **"Good Faith" means the obligation of the Negotiating Teams to meet at reasonable times and places, to react to the other's Proposals and respond to an unacceptable Proposal with a Counter proposal or a reason for its rejection. "Good Faith" does not require that either Party agree to a Proposal or make a concession.** Both Parties recognize the right of each Party to present its views and opinions without censure or penalty.

3.6 Meeting:

- A. A mutually convenient Meeting date shall be set within fifteen (15) days of the date of the Notice. Specific proposals to be presented for Negotiations must be exchanged at least forty-eight (48) hours prior to the Meeting and shall constitute the Agenda for the Meeting. Additional proposals may be submitted by either side after the first Session by mutual consent. Negotiation Meetings shall be held in Executive Session at a mutually agreed upon location.
- B. Meetings shall be scheduled to interfere least with School schedules. When it is mutually agreed that a Meeting will take place during the working day, School employees of the Negotiating Team shall be given release time without loss of pay for up to three (3) meetings.
- C. 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 finalization (pending completion of the entire Agenda) by ratification of the Membership of the Union and adoption by the Board as provided in Section 3.10.

1. Negotiation Time Limits

- a. Either party may call for a caucus of up to thirty (30) minutes.
- b. Bargaining sessions shall last a maximum of three (3) hours, unless extended by mutual agreement.
- c. Any time limits established under this article may be modified by mutual agreement of both parties.
- d. Day shall mean calendar days unless specified otherwise.

D. If necessary, the date, time and place of the next Meeting shall be established.

3.7 Exchange of Information:

Upon written request, the Parties shall furnish to each other all relevant information which is not prohibited by State or Federal Law.

3.8 Consultants:

The Parties may call upon competent Professionals and Lay Representatives to consider matters under discussion and to make suggestions. Cost of such Consulting Service shall be borne by the Party requesting it.

3.9 Reporting:

During Negotiations, Interim Reports may be made to the Union Membership by its Representatives and to the Board and the Administration by its Representatives. There will be no release of information to the media unless mutually agreed upon, said releases shall be in writing and both parties shall approve of the release prior to its dissemination. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential.

3.10 Agreement:

When an Agreement is reached, it shall be reduced in writing. With all Negotiating Team Members recommending approval, it shall be submitted to the Union and then to the Board for formal ratification. The outcome shall become a part of the official Minutes of the Board and be binding upon both Parties. No provisions of the resulting Agreement shall discriminate against any Classified Employee on the basis of Membership or Non-Membership in the Union.

3.11 Disagreement:

A. Responsibilities:

Recognizing their respective responsibilities for the welfare of the children of the School District, the Parties accept their obligation to avoid interrupting the operation of the School System. To this end, the Parties pledge to negotiate in good faith and, in the event of disagreement, to use all mandatory facilities as are available. The Union agrees that it will not, during the effective period of this Agreement, engage in or encourage any form of work stoppage, nor will it refuse to, or encourage a refusal to render full service.

B. Breakdown of Negotiations:

In the event an Agreement cannot be reached within sixty (60) days of the request, the Negotiation Teams shall accept jurisdiction of a Mediator from the Federal Mediation and Conciliation Services (FMCS). Should the Parties be unable to reach agreement through the assistance of a Federal Mediator, the Board shall have the right to implement its final offer to the Union. Then, and only then, shall the Union exercise its right to Strike. Said Strike will be in accordance with all established procedures of O.R.C. 4117.02.

C. Effective Date:

This procedure shall direct all future negotiations after the initial collective bargaining agreement is ratified.

Article 4

**LABOR MANAGEMENT COMMITTEE**

4.1 A committee shall be established as an aid to communications between the parties. The membership of this committee shall be the Superintendent (or designee) and a maximum of three (3) persons appointed at the discretion of the Superintendent, plus the OAPSE President (or designee) and a maximum of three (3) persons appointed at the discretion of the OAPSE President.

4.2 This committee shall meet upon the request and agreement of the Superintendent and the OAPSE President.

4.3 The purpose of the committee shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both

parties. The open discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this committee shall not result in modifications or additions to the Negotiated Agreement.

## Article 5

### **GRIEVANCE PROCEDURE**

- 5.1 **A "grievance" is defined as an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.**
- 5.2 The purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, solutions to grievances. Both the Board and the Union agree that grievance proceedings shall be handled expeditiously and in a confidential manner.
- 5.3 **A "day" shall be defined as a work day for bargaining unit members.**
- 5.4 **A "grievant" shall be defined as a unit member or group of unit members or the Union.** A grievance alleged by a group shall have arisen out of and be confined to the same circumstances affecting each member of the group.
- 5.5 General Provisions:
  - A. The written grievance used in the formal levels of this procedure shall state:
    1. the specific provision(s) of this agreement alleged to be violated, misapplied, or misinterpreted,
    2. a brief description of the grievance,
    3. the relief sought, and
    4. the date of submittal.
  - B. A representative of choice may be used by each party at all levels.
  - C. Time limits shall be considered as maximum unless extended by mutual agreement.
  - D. Failure by a grievant to proceed within the specified time limits shall mean the grievance has been resolved by the disposition in the previous level.

- E. Failure to respond in the time limits shall entitle the grievant to proceed to the next level unless the time limits are extended pursuant to 5.5C of this Article.
- F. A grievance may be initiated at Step II when it has been determined by the supervisor that the subject is not within his/her realm of responsibility or control.
- G. Nothing in this procedure shall limit the individual rights of a member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.
- H. No reprisals shall be made against any party involved in use of this procedure.
- I. A grievance may be withdrawn at any level without prejudice.

5.6 Within fifteen (15) 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 supervisor for the purpose of attempting to resolve the matter. Failure to act within the fifteen (15) days shall preempt the filing of a grievance in the particular case.

#### 5.7 Steps

A. Step 1 - Supervisor

If the problem is not resolved as a result of the informal discussion, the grievant shall, within ten (10) days after such discussion, submit the grievance on the appropriate form to his/her supervisor. A meeting shall be mutually arranged between the grievant and the supervisor within the (10) days after submittal. Within the ten (10) days after the meeting, the supervisor shall provide the grievant a written disposition on the grievance.

B. Step II - Superintendent/Designee

If the grievant is not satisfied with the disposition at Step 1, he/she may, **within ten (10) days of receipt of the supervisor's disposition**, submit the grievance from to the Superintendent or his/her designee. A meeting shall be mutually arranged within ten (10) days after submittal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall provide the grievant a written disposition on the grievance.

C. Step III - Board

If the grievant is not satisfied with the disposition at Step II, within ten **(10) days after the receipt of the Superintendent's disposition, the Union** may submit a request to meet with the Board through the Superintendent. The Superintendent shall arrange for the grievant to meet with the Board in executive Session at its next regular meeting to review the alleged grievance. A Board decision on the alleged grievance shall be rendered within ten (10) days.

D. Step IV - Mediation

Within ten (10) days after receipt of **the Board's disposition, the Union** may submit a request to the Superintendent advancing the Grievance to Mediation. A mediator shall be obtained from the Federal Mediation and Conciliation Service (FMCS) for a date.

E. Step V - Arbitration

1. Within ten (10) days after conclusion of mediation, the Union may submit a request to the Superintendent advancing the grievance to binding arbitration if the subject of the grievance is suspension or termination of an employee. An arbitrator shall be chosen through the Federal Mediation and Conciliation Service using its Voluntary Labor **Arbitration Rules. The arbitrator's award shall be final and binding** on all parties
2. The cost of the arbitrator and the fees of the American Arbitration Association shall be borne by the losing party. The arbitrator will specify in his/her award which is the loser. If the loser is not clearly stated or the award involves multiple issues which split the award, the cost shall be equally divided between the Board and the Union.
3. The arbitrator shall have no authority to add or subtract from, disregard, alter, modify any terms of this Agreement, nor shall he/she, make any decisions contrary to law.
4. The arbitrator may rule on any alleged violation of the procedures relating to unit member evaluations specifically outlined in this Agreement, but shall not substitute his/her judgment for that of the evaluator or administrator involved in the suspension or termination. If an alleged grievance is submitted to an arbitrator on which he/she determines that he/she has no authority to rule, it

shall be referred back to both parties without decision or recommendation on its merits.

#### Article 6

### **NO STRIKE – NO LOCKOUT**

#### 6.1 No Strike

The members of the Local agree that they will neither cause, actively support, nor sponsor any strike, slow down, or other work stoppage during the term of this Agreement. In the event that the members of the Local violate this provision, the Board shall notify the Union by Certified Mail that any of the employees covered hereunder are engaged in prohibited activity as set forth in this Article. The Union shall immediately order such employee(s) to resume normal work activities and/or return to work.

#### 6.2 No Lockout

In recognition of this continuous performance pledge, the Board agrees that there will be no lockout of Members of the Union except such lockout is a result **of the Board's inability to pay which results in** the closing of some or all regular schools.

#### Article 7

### **SUPERSEDE CIVIL SERVICE LAWS**

7.1 The Board and its employees shall not be subject to the jurisdiction of any Civil Service Commission and shall not otherwise be governed by the provisions of Ohio Revised Code, Chapter 124, statutes in lieu thereof, or any similar laws. Thus, the parties intend for this Agreement to supersede any and all civil service laws that may apply to the Board, to bargaining unit members and to procedures for applicants for positions in the bargaining unit. Any and all appeals of any employment rights under this Agreement shall proceed exclusively through the grievance procedure of this Agreement.

#### Article 8

### **UNION RIGHTS**

#### 8.1 Right to Engage in Union Activity

The Union President, Vice-President, other OAPSE officers, and the OAPSE Field Representative shall be permitted to appear on work sites during working hours

for the purpose of determining whether there is compliance with the negotiated agreement, or to investigate and/or resolve Grievances, provided that they shall not meet with any employee while he/she is on work time and shall not disrupt or interfere with work performance of any employee. Representatives will check in at the main office and at the appropriate school building office before engaging in any such activities.

## 8.2 Bulletin Board/In-House Mail

- A. The Union may use a designated Bulletin Board space in every school building to post and remove notices of Union activities and matters of concern related to the school district. Union Representatives shall have access to such Bulletin Board space and the right to post and remove notices of Union activities. Any item may be posted unless the material contained is defamatory, obscene, libelous, derogatory, or false or that tend to impede or disrupt the normal operations of the District. Posting a notice of a legal strike shall be an exception to this provision. Out of date items will be removed regularly.
- B. **Union Representatives shall have the right to use the District's mailing system in transmitting materials, provided the Board continues to use such a system. The elected Officials of the Union shall be responsible for all materials as to quality and content. The Union shall not use the system to distribute any materials that are defamatory, obscene, libelous, derogatory or false or that tend to impede or disrupt the normal operations of the District. Distribution of a notice of a legal strike shall be an exception to this provision. Any Union use of the Board's computers or communication systems shall be in accordance with Board policies and acceptable use provisions of Board policies.**
- C. Each bargaining unit member shall be provided an e-mail address and be granted computer access.

## 8.3 Orientation

The Union shall be permitted time during opening session for the school year to communicate with bargaining unit members regarding Union business/benefits.

## 8.4 Rights to Leave for Union Business

Three (3) days of paid leave shall be granted to two (2) members of the bargaining unit for the purpose of attending the OAPSE annual delegate conference. Such leave will be granted upon written application from the President of the Local made not less than twenty (20) calendar days in advance to the Superintendent.

## 8.5 Board Agenda

The Local Union President shall be given a copy of the Board of Education meeting agenda the day prior to the meeting. OAPSE Local 495 Representatives shall be permitted to address the Board by requesting to be on the Board of Education regular meeting agenda. Local 495 will not present grievances for discussion or pursue anything except information that it feels could impact the community and the school.

## 8.6 Use of Buildings and Equipment

- A. The Union shall have the right to use school buildings for Union meetings after the teacher workday.
- B. The Union will submit to the Superintendent in writing an application for building use, providing reasonable advance notice of its desire to use a particular building for a meeting. The Union will schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.
- C. The Union may use, after the teacher workday, school telephones, copiers, and audio-visual equipment, provided they are not being used or are not required for any school business or activity. Bargaining unit members may use such equipment only after completion of their workday.
- D. The Union will provide or reimburse the school district for all supplies used and copies made. The Union shall promptly pay for all long distance calls **and any tax attributable to the Union's long distance calls.**
- E. The Union will assume financial responsibility for any loss or damage to school equipment that is caused by Union use.

## Article 9

### **MANAGEMENT RIGHTS**

- 9.1 The Board of Education, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Ohio and the United States, including, but without limiting the generality of the foregoing rights:
  - A. To the executive management organization and administrative control of the District and its properties and facilities, and the activities of the employee.

- B. To direct the work of its employees, determine the time and hours of operation, and determine the kinds and levels of services to be provided, and the methods and means of providing those services, including entering into contracts with private vendors for services.
- C. To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees.
- D. To determine the number and kinds of personnel required in order to maintain the efficiency of District operations.
- E. To build, move or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue, and take action on any matter in the event of an emergency.
- F. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, in adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with Constitution and Laws of the State of Ohio and the Constitution and the Laws of the United States.
- G. The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in case of emergency or exigent circumstances. The determination of whether or not an emergency or exigent circumstance exists is solely with the discretion of the Board.

#### Article 10

### **CONTRACTING OUT**

- 10.1 Should the school district contemplate contracting out work that would eliminate or decrease any classification of employees, the Board agrees to discuss with the **OAPSE representatives changes under consideration. The Board, at the Union's** request, will provide the Union the opportunity to be heard at a regular or special meeting of the Board on such matters before final Board action is taken. This Article does not diminish the authority of the Board as recognized by the Management Rights Article of this Agreement.

## Article 11

### **EMPLOYEE RECORDS**

#### 11.1 Personnel File

- A. If a unit member and the Superintendent agree there is adequate **evidence that certain material in the unit member's personnel file is** irrelevant, inappropriate, or inaccurate, such material shall be removed from the file or corrected. If the unit member and the Superintendent are unable to reach agreement and the unit member still feels the material contained in the file is irrelevant, inappropriate, or inaccurate, the unit member may attach a written statement to the disputed information including the date when filed.
- B. A unit member may inspect information placed in his/her file at any time during normal working hours in the presence of an authorized person and as long as such inspection does not interfere with assigned responsibilities.
- C. Before responding to a public records request to examine part or all of a **unit member's personnel file, the Administration will attempt to** contact the employee and inform him/her of the fact that such a request has been made and the identity, if known, of the person or organization making the request. This provision does not apply to **review of a unit member's file by the Superintendent (or designee), Board members, the Board's legal counsel, the unit member's** representative and/or legal counsel, and central office personnel responsible for maintaining the file.

Such examinations shall be done during regular working hours in the presence of an authorized person and no items may be removed from the file by anyone except the Superintendent.

## Article 12

### **WORKING CONDITIONS – HEALTH AND SAFETY**

- 12.1 It is the responsibility of the Board to provide a safe work environment for all bargaining unit members. The Board shall comply with all Local, State, and Federal Health and Safety Laws. Further, the Board shall provide all tools and equipment necessary for the performance of work.
- 12.2 The Board shall establish Health and Safety Meetings and require employee **attendance, so long as said meeting is scheduled during an employee's normal** work hours. Health and Safety Meetings scheduled at times other than an

**employee's normal working** hours will be compensated at the **employee's regular** hourly rate, or the appropriate overtime rate if the **employee's hours exceed** forty (40) in a work week. Employees may be excused from Health and Safety Meetings for good cause shown.

- 12.3 Employees shall have the right to refuse to perform hazardous duty when an employee has a good faith belief that such duty would place the employee in peril, or expose the employee to a health hazard.
- 12.4 The Board and the Union shall establish a Health and Safety Committee which shall meet to discuss and resolve health and safety concerns as they arise.
- 12.5 Any violation, misinterpretation, or concern regarding the provisions contained in this Article shall be resolved through the Health and Safety Committee and shall not be subject to the Grievance Procedure.

#### Article 13

### **UNIFORMS AND TOOLS**

- 13.1 The Employer agrees to furnish tools as may be necessary for safe operation and performance of duties.
- 13.2 The Employer will furnish uniforms to maintenance and custodial employees as needed.

#### Article 14

### **TEMPORARY WORK ASSIGNMENTS**

- 14.1 Bargaining unit members may be assigned to perform duties of other classifications on a temporary basis when the needs of the district in the judgment of the Facilities Supervisor or the Superintendent so require. Examples include but are not limited to: mowing, urgent repairs, and projects that require additional labor to complete in a timely manner.

#### Article 15

### **JOB DESCRIPTIONS**

- 15.1 The Union President shall be furnished with a copy of the job descriptions of each classification contained in the Recognition Article (Article 2) of this Agreement.
- 15.2 Upon request of any bargaining unit member, he/she shall receive a copy of his/her job description.

## Article 16

### **PROBATIONARY PERIOD AND CONTRACT SEQUENCE**

- 16.1 There shall be a probationary period of one (1) year for new employees to allow the Employer to determine the fitness and adaptability of any new employee it may hire to do the work required. If the service of a probationary employee is unsatisfactory, the employee may be removed at any time. During such time a new employee shall have no seniority rights. Employees retained beyond the one year period shall have their system seniority computed as of their date of hire into a regular assignment.
- 16.2 Limited contracts shall be issued by the Board in the following progression:
- A. Up to one year contract: upon initial employment
  - B. Two year contract: upon re-employment for the second contract
  - C. Continuing contract: upon re-employment for the third contract.
- 16.3 This article shall supersede the provisions of the Ohio Revised Code Section 3319.081 and Chapter 124 and any other relevant legal provisions relating to employment contracts.

## Article 17

### **EMPLOYEE EVALUATION**

- 17.1 Classified employees should be evaluated at least once per year. Evaluations **must be made by the employee's Supervisor or appropriate** administrator.
- 17.2 Should an employee be found deficient in a given area, the evaluator will provide specific suggestions and/or instructions which are designed to improve the **employee's job performance. Evaluations are intended as an instrument to assist** the employee in improving his/her job performance.
- 17.3 Each employee shall have the opportunity to review any and all evaluations regarding his/her work. The employee shall acknowledge that he/she has read the evaluation by signing the evaluation form. The **employee's** signature does not constitute agreement or disagreement with the evaluation. If the employee **refuses to sign the form, it will still be placed in the employee's personnel file.**
- 17.4 An employee may present written comments which shall be dated and entered as an attachment to the evaluation.

Article 18

**DISCIPLINE AND DISCHARGE**

- 18.1 Employees may not be removed or disciplined except for reasons set forth in R.C. 3319.081, which include violation of written rules and regulations set forth by the Board 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.
- 18.2 **The Union recognizes the Administration's right to** discipline Employees. In accordance with this Article. Discipline should be to instruct as well as to punish and should generally be progressive in nature, unless the seriousness of the violation warrants deviation from progressive discipline.
- 18.3 Penalties for disciplinary action are: oral and written reprimands, suspensions, demotion, transfer, or termination. Only a suspension or termination is subject to the Grievance Procedure. For any other discipline, the employee may prepare a response, which will **be placed in the employee's personnel file.**
- 18.4 Disciplinary actions shall be based on procedures which include the following:
- A. The employee will be notified of the specific nature of any conference or hearing. Employees have the right to have representation at any conference or hearing that may result in discipline.
  - B. The employee shall have the right to present any related evidence on his/her behalf.
  - C. Discipline shall generally be as follows unless the seriousness of the violation warrants deviation from the procedural order:
    - 1. Oral reprimand – with the topic of the reprimand and date issued noted in personnel file
    - 2. Written reprimand
    - 3. Suspension without pay
    - 4. Termination
  - D. After two (2) years, the employee may request the Superintendent to remove discipline from his/her file. Whether to remove the item shall be in the sole discretion of the Superintendent.

- E. Employees are entitled to Union representation at any disciplinary hearing. No Employee will be disciplined without a hearing by the Superintendent or supervisor, unless the Employee specifically waives the hearing in writing. Notice of the hearing will be given to the Local Union President and the Employee in advance of the scheduled hearing.

Article 19

**SENIORITY**

19.1 Seniority Definitions

- A. System Seniority is defined as the length of continuous employment with **the Board as computed from the employee's most recent date** of hire in the bargaining unit as follows:
  - 1. First – the most recent hire date (date of board meeting)
  - 2. Second – in the case of a tie, date the original application was received by the Personnel Department
  - 3. Third – in the event of a tie after review of application receipt date, the highest social security number beginning with the number (digit) to farthest right and proceeding left until tie is broken.
- B. Job Classification Seniority is defined as the length of continuous employment in a particular job classification as computed from the **employee's most recent entry into such classification**. However, any employee who leaves a particular classification and subsequently returns shall regain his/her previously accumulated seniority. Any employee who leaves employment with the Board shall not regain his/her previously accumulated seniority.
- C. Board approved medical leaves shall not constitute a break in continuous service and shall not cause any adjustment in the initial date of employment of the bargaining unit member for the purpose of seniority and seniority based benefits for a maximum of two (2) years.
- D. Time spent on authorized unpaid leave of absence (other than a board-approved medical leave) for one year or more shall not constitute a break in service but leave time shall not be counted in the calculation of seniority. Time spent on an unpaid leave of absence of less than one year shall be counted in the calculation of seniority.

## Article 20

### **FILLING VACANCIES**

- 20.1 All non-teaching employees will be notified of postings of vacancies electronically, with a link to the school web site.
- 20.2 All job vacancies shall be posted for a minimum of three (3) working days. The bargaining unit member desiring the posted position shall submit his/her application in writing to the office of Superintendent prior to the close of the **posting period**. **All postings shall contain the position's location(s), shift, hourly rate and pay range, and minimum qualifications as established per the job description.**
- 20.3 The OAPSE President will be notified of all bargaining unit vacancies. The OAPSE President shall be permitted to enter a proxy application for anyone on vacation.
- 20.4 When an employee moves from one classification to another, he/she shall be placed at the Step of the respective pay scale that reflects service with the District. A person new to the School System may be placed at Step equal to their job experience.
- 20.5 All employees new to a classification or position shall serve a thirty (30) work day trial period. The employee shall have the right to return to their previous classification or position or one similar thereto, within that period of time. Likewise, the Board may return the employee to the previous classification or position or one similar thereto within the thirty (30) work day trial period.

## Article 21

### **LAYOFF AND RECALL**

- 21.1 Reduction in Force
  - A. No bargaining unit classification or position shall be filled by any person not a member of the bargaining unit while any member of the bargaining unit is laid off pursuant to this Article.
  - B. In the event it becomes necessary to reduce classified staff due to lack of funds, lack of work, building closures, return to duty of regular employees from a leave of absence, suspension of schools, territorial changes affecting the district, financial reasons, or decreased enrollment of pupils, the following procedure shall govern such layoffs:

1. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire, or otherwise vacate a position.
  2. Prior to the Board instituting such reductions in the classified staff, the Board or its designee(s) and the Union or its designee(s) shall meet to discuss the reductions.
- C. When any reduction occurs, the concept of classification seniority shall prevail. The classifications for purposes of Layoff and Recall (reduction in force) shall include: (1) Custodial, and (2) Maintenance.

However, if Ohio law requires or allows reduction in force on the basis factors other than seniority or length of employment/service, the parties will meet and discuss the other basis/factors and shall agree on the basis/factors for any reduction as pertains to revisions of ORC.

- D. Any employee directly affected by such a reduction shall be granted bumping rights.
- E. Bumping shall be exercised on the basis of system seniority. Any employee affected by such reduction may displace a less senior employee in a classification that the bumping employee previously worked.
- F. To the possible, thirty (30) working days prior to the effective date of any layoff, the Board shall prepare and post for inspection, in a conspicuous place,
1. a list containing names, board date of hire, and classification, and
  2. a list containing which employees are to be laid off.

Copies of the two lists shall be sent to the Union President. To the extent possible, each employee to be laid off shall be given a thirty (30) day advance written notice of the layoff with a statement advising the employee of recall rights. The parties recognize that with the time required for bumping rights, each employee laid off may not receive thirty **(30) days' notice before lay off.**

- G. Vacancies shall be offered in writing by the employee standing highest on the appropriate recall list for the classification in which such vacancy occurs before the next person on the list is considered. The employee shall be notified by personal service or by registered or certified mail **addressed to the employee's last known** address.

- H. If a laid off employee does not respond to an offer of reinstatement within five (5) business days of sending it or if the laid off employee does not accept the certified mail containing the offer of reinstatement within five (5) business days of sending it, then the administration may offer reinstatement to the next employee on the reinstatement list. Acceptance of an offer of reinstatement by a laid off employee must be in writing or in an email.
- I. Any employee reduced in classification or laid off shall retain recall rights for a period of one (1) year during which time the Board shall not hire any new employee to any classification affected by a reduction until all employees within the classification who were reduced or laid off have offered an opportunity to be reinstated. Reinstatement from the recall list shall be to the same or equivalent position and hours per week as previously held prior to layoff. However, an employee who may be offered lesser hours or a lesser position may refuse and shall not lose his/her standing on the recall list. If reinstated, the employee shall resume all rights to placement on any salary schedule.

Article 22

**TRANSFER AND REASSIGNMENTS**

22.1 Voluntary Transfers

- A. Procedures:
  - 1. Unit members shall have three (3) work days from the date the notification is posted that a vacancy or vacancies exist to submit a request for a transfer form to the Superintendent or his/her designee for the position(s) listed.
  - 2. If more than one (1) member applies for the vacant position, the member best qualified shall be appointed by the administration. If none of applicants are qualified, the position may be filled from outside the District. If two applicants are equally qualified, then the applicant with the most classification seniority shall be appointed.
  - 3. If the designated administrator does not receive any transfer request forms within the specified time or if none of the applicants are qualified, he/she may accept applications from outside the District.

- B. **If a unit member's request for a voluntary transfer** is denied, he/she will receive either a written or oral explanation of the reason from the Superintendent or his/her designee

## 22.2 Involuntary Transfers

- A. Unit members involuntarily transferred shall be notified of the transfer at the earliest possible date.
- B. Upon request, unit members involuntarily transferred shall be provided the relevant reasons and need for the transfer either orally or in writing.
- C. Upon request, unit members involuntarily transferred shall have the opportunity to meet with the Superintendent regarding the transfer.

## Article 23

### **UNRESTRICTED PERSONAL LEAVE**

#### 23.1 Unrestricted Personal Leave

- A. The Board of Education shall, pursuant to the provisions of this article, **provide for an employee's absence for personal necessity.**
- B. Each employee shall be granted three (3) days of unrestricted personal leave.
- C. Staff members who are employed on or after the first day of the second semester will be granted one and one-half (1 ½) days of unrestricted leave for that school year.
- D. Such leave is to be granted upon entering the request in AESOP to the supervisor at least three (3) days prior to the requested date. When emergency situations arise making this compliance impossible, the supervisor shall be advised at the earliest possible opportunity.
- E. Personal leave may not be used during the first five (5) student days and last ten (10) student days of each school year except at the discretion of the Superintendent.
- F. The number of persons granted personal leave for any one (1) day will be limited to the demands of the District as determined by the Supervisor.
- G. Staff members in a school year may carry over one (1) day to the following school year. In no circumstances may more than four (4) personal days be accumulated or used in any given school year. Any

balance of personal days in excess of one (1) day at the end of the school year will be converted to the employee's sick leave balance, or be paid to the employee at the appropriate substitute salary schedule rate of pay. Notification in writing to the payroll department must be received by May 1st if the unit member chooses substitute pay instead of conversion to sick leave.

## Article 24

### **UNCOMPENSATED LEAVE**

#### 24.1 Uncompensated Leave

- A. The Board reserves the right to specify the conditions under which compensated leave may be taken.
  - 1. Purpose
    - a. Uncompensated leave may be taken for public service commitment.
  - 2. Eligibility
    - a. Extended uncompensated leave may not be granted to any regular classified employee with less than three (3) years of regular employment, unless for medical reasons
  - 3. Application
    - a. Request for uncompensated leave shall be made to the Board at least four (4) weeks in advance of the desired start **date and must be accompanied by a physician's statement** when the cause is medical.
    - b. All applications are subject to approval by the Board.
  - 4. Period of Leave
    - a. Any employee absent from work due to the inability to perform the essential functions of his/her functions with or without reasonable accommodation shall be granted a leave of absence for not more than two (2) consecutive years. The District may require periodic updates and/or medical information from an employee during a leave. Failure to return to work upon the conclusion of such leave or failure to provide updates or medical information will be deemed cause for termination.

- b. Extensions for one (1) year maximum shall be considered upon proper application. Renewal shall require clear evidence that the **District's interests will not be adversely** affected.
- c. Such leave shall not be granted more than once in any 5-year period unless for unusual or special circumstances as determined by the Superintendent.

5. Commitment of Employee

- a. A leave of absence shall be used essentially and primarily for the purposes stated by the employee in the application for which the leave is granted. Any alteration of plans or purposes by the employee without the written approval of the Superintendent shall be considered by the Board as a termination of the **employee's contract by the employee.**
- b. The employee granted an uncompensated leave shall inform the Board within sixty (60) days of the scheduled return date as to his/her intentions.
- c. Unit members must notify the Superintendent by April 1st of intent to return from leave for the next school year. On or before March 1st, the Superintendent will send a certified letter to said employees. Failure to notify the Superintendent will result in automatic resignation.
- d. Upon return from leave for health reasons, the employee will **furnish a physician's certificate stating that he/she is able to** resume normal duties.

6. Commitment of Employer

- a. At the expiration of the uncompensated leave, the employee shall be offered a position for which he/she is qualified.
- b. Time on uncompensated leave shall not count as time on the job.
- c. While on uncompensated leave, an employee shall be entitled to insurance benefits provided to his/her peers if he/she pays the premiums therefore and the insurance carrier approves.

7. Short term Unpaid Leave

- a. Upon the approval of the Local Superintendent at least five (5) days prior to the date of the leave, an employee may be granted an unpaid leave of absence not to exceed five (5) consecutive work days for personal reasons. In order to be eligible for this leave, the employee must have exhausted all personal leave. Said short term leaves shall not be granted more than once yearly to an employee.
- b. Unpaid leave taken without authorization by the Superintendent or unpaid leave days in excess of the maximum days approved by the Superintendent shall be considered employee insubordination and will result in the appropriate disciplinary action. Short term unpaid leave may be granted to any classified employee regardless of years worked.

Article 25

**SICK LEAVE**

- 25.1 Bargaining unit members shall receive fifteen (15) sick leave days annually at the rate of one and one-quarter (1 ¼) a month. Unused sick leave shall be cumulative up to 250 days. Regular part-time employees shall be entitled to sick leave in proportion to the time actually worked.
- 25.2 The Board shall accept by transfer the accumulated sick leave up to 120 days which any new employee has acquired in another position of public service in Ohio, provided that the last termination of such service shall have been within the last ten (10) years.
- 25.3 Use of Sick Leave
- A. Sick leave may be used for the following purposes and must have the approval of the Superintendent:
    1. For absence of the employee due to personal illness, pregnancy, or exposure to a communicable disease which could be communicated to students.
    2. For absence of the employee due to illness or injury of someone in **the employee's immediate family. In this section, the employee's** immediate family is defined to mean spouse, children, parents, brother, sister, or member of immediate household.

- B. The exact number of days granted under this section shall be determined by the circumstances.
- C. For absence due to death in the immediate family of an employee. In this section, the immediate family of an employee is defined to mean the father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, or sister-in-law and any other relative of the employee as approved by the Superintendent. Sick leave may be used for the death of another person who has established a similar relationship to the employee.
- D. The exact number of days granted shall be determined by the Superintendent. At the discretion of the Superintendent one (1) day of sick leave may be granted for the death of a close friend.
- E. The filing, by an employee, of any willfully false statement concerning the cause or duration of an absence shall be considered by the Board as grounds for suspension or dismissal.
- F. In the case of doctor or dental appointments, or specialist, prior agreement should be made with the Supervisor and every effort made to schedule visits outside the regular work day.

#### 25.4 Adoption Leave

- A. Employees adopting a child (defined as a child not required to be enrolled in school under Ohio compulsory education law) will be entitled, upon request, to utilize up to four (4) weeks of his/her accumulated sick leave at any time during the first year after receiving defacto custody of the child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
- B. The employee shall provide written notice to the Superintendent of his/her intent to adopt at the time of application with the adoption agency. A request for adoption leave shall be filed with the Superintendent at the earliest possible date prior to the effective date of leave. The request shall state the beginning and the ending date of such leave. Adoption leave shall not continue longer than four months after which the leave began.

#### 25.5 Eligibility for Sick Leave

- A. Whatever the claims of disability, no day of absence shall be considered to be a sick leave day on which the employee has engaged in or prepared for other gainful employment, has participated in a concerted

work stoppage, or has engaged in any activity which would raise doubts regarding the validity of the sick leave request.

Article 26

**SICK LEAVE BANK**

- 26.1 When a bargaining unit member suffers a catastrophic illness or injury and has exhausted all his/her accumulated sick leave, personal leave and accrued vacation leave, he/she may request, through the Labor Management Committee additional days that may be transferred from the other such employees at a maximum of twenty (20) days per request and a maximum of forty (40) days per school year. The Labor Management Committee shall administer this program in an equitable manner and in no case shall this plan prevent or prolong a classified **employee's applying for** or going on disability retirement. The Superintendent/designee shall notify, in writing, the Treasurer of the Board the number of days to be deducted, from whom and the person receiving the transferred days. Included in the notice shall be a signed statement by the donor involved authorizing the Board Treasurer to transfer days. The name of the donor shall be considered confidential information and is not to be disclosed by District office personnel.
- 26.2 A majority vote of the Labor Management Committee shall be needed to authorize transfer of sick leave days.

Article 27

**FAMILY AND MEDICAL LEAVE ACT**

27.1 Family and Medical Leave Act

The Board and the Union shall each have all their respective rights and obligations under the Family and Medical Leave Act of 1993.

Article 28

**ASSAULT LEAVE**

- 28.1 **"Assault"** means the causing of physical harm to an employee by any other person.
- 28.2 Any employee who is absent due to physical injuries resulting from an assault received in the course of, and arising out of such employee's employment, may (in accordance with Ohio Revised Code, Section 3319.143) use assault leave in lieu of sick leave subject only to the limitations prescribed in this section:

- A. **The employee's conduct was within the** bounds of generally accepted standards of professional conduct;
- B. The building, or other appropriate administrator, was notified of the incident as soon as possible following its occurrence;
- C. The employee reports the incident to law enforcement officials;
- D. The employee submits to the Superintendent a form prescribed by the Board justifying the use of assault leave;
- E. **The employee provides a physician's statement describing the** nature and duration of the physical disability resulting from the assault and the necessity of absence from regular employment.

28.3 The total number of days of paid leave provided under this section shall not exceed thirty (30).

Article 29

**VACATION AND HOLIDAYS**

29.1 Vacation

- A. Unit members serving eleven (11) or more months per year shall be entitled to an annual vacation, with pay. Vacation time shall be based on length of service in the District, while in a position eligible to earn vacation.
- B. The Board reserves the right to specify the conditions under which vacation time may be taken.
- C. Vacation Schedule: Unit Members (11-12 month employees only)

<u>Years of Service</u>	<u>Vacation Days</u>
1-5	10
6-10	12
11-15	15
16-20	20

29.2 Holidays

- A. **Legal Holidays: New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas**
- B. In addition to the above listed holidays:

1. The employee also receives one (1) extra day at Thanksgiving - the Friday following Thanksgiving.
  2. The employee also receives one (1) extra day at Christmas with the day of the week to be determined annually when school work day calendars are set.
  3. The employee is granted one (1) day for Good Friday.
  4. **The employee is granted one (1) day for President's Day.**
  5. **The employee is granted one (1) day for New Year's Eve.**
- C. Holiday Regulations
1. If a holiday falls on a Saturday, the day off will be the Friday before.
  2. If the holiday falls on a Sunday, the day off will be the Monday after.
- D. All unit members shall be paid in full for approved holidays if such employees have accrued earnings on their next preceding and next following scheduled work days before and after a holiday or were properly excused from attendance at work on either or both of those days.
- E. The Superintendent may require a unit member to work on a holiday when, in his/her opinion, failure to do so would impair public safety, the safety of pupils, or would jeopardize school facilities.

### 29.3 Procedural Notes

- A. Unit members must work for one year before being eligible for vacation days. (A year is defined as continuous service of 120 days or more between July 1st and June 30th)
- B. Employees who were hired mid-year and have worked at least 120 continuous days under contract will be eligible to receive the pro-rated vacation leave on their file/record on June 30th. They may begin using this leave effective July 1st.
- C. Employees who were hired mid-year and have worked less than 120 continuous days under contract will accumulate their vacation leave on their anniversary date. On June 30th, they will receive the pro-rated portion of vacation leave from their anniversary date. Every year

thereafter, vacation leave will be accumulated on a full year of service June 30th.

- D. Vacation days cannot be advanced/used prior to July 1st without the assigned approval of the immediate Supervisor or Assistant Superintendent in the event **of the Supervisor's absence.**
- E. Employees may carry over a total of twenty (20) days. Additional amounts carried over only with prior Board approval (before July 1st) or they will be lost.
- F. Summer vacation periods by unit members will be requested of the Facility Supervisor in advance, and conflicting request will be determined by seniority. No more than four (4) unit members shall take vacation at the same time during the summer months, except with prior approval of Facility Supervisor.
- G. Some vacation time may be taken during the school term but only with **approval of the employee's immediate Supervisor.**

#### 29.4 Resignation from Employment

- A. An employee who resigns from the District may only be paid up to a total of forty (40) days.

### Article 30

#### **INSURANCE COVERAGE**

- 30.1 All coverage will remain equal to or greater than those currently in effect for the life of this Agreement. The Board has the right to change carriers but in no case may the Board reduce benefits or services unless recommended by the CWEA **and the Board's Issues Council and approved by the CWEA's and the Board's** negotiation committees. Two members of OAPSE leadership will be included in the meetings with **CWEA and the Board's Issues Council regarding any coverage** changes.
- 30.2 Premiums for life insurance, dental, and vision are to be paid at 100% by the Board for the duration of this Agreement unless altered as indicated in the last sentence of the above paragraph (30.1).
- 30.3 Premiums for HMO and medical coverage are to be paid at 90% for individual plans and 75% for family plans for the duration of this Agreement period unless altered as indicated in the last sentence of the first paragraph (30.1)

- 30.4 At no time shall the amount paid by the Board for individuals exceed that paid for family coverage, or should the amount paid by the Board for the HMO coverage ever exceed that paid for traditional medical coverage.
- 30.5 The Board will provide the Union with a copy of the complete insurance contract between the carrier, the administrative services and the Board in a timely fashion.
- 30.6 Life insurance coverage shall be basic term life of \$45,000 per unit member.
- 30.7 The vision insurance plan shall be \$10.00 deductible covering a 24-month service period.
- 30.8 Obligations of the insurance carried to unit members for Basic Medical Expense Benefits, Major Medical Expense Benefits and Dental Expense Benefits are outlined in ADDENDUM (B) to this Agreement to serve as information to the unit members. This is meant to be a summary. The obligation of the insurance carrier(s) includes but is not necessarily limited to those items listed.

#### Article 31

#### **UNION SECURITY**

- 31.1 Members of OAPSE Local #495 will execute an authorization for dues deduction on a form provided by OAPSE. Payroll deductions shall occur within sixty (60) days of employment of each new employee who authorizes a dues deduction authorization.
- 31.2 Bargaining unit members hired after the effective date of this Agreement shall be required to pay a fair share amount after sixty (60) days of employment. The Local #495 **Treasurer shall provide the Board's Treasurer** with the fair share amount by written notification no later than September 5th of each school year. The fair share amount shall be less than the amount paid by members of OAPSE Local #495 for regular OAPSE dues.
- 31.3 Membership dues and fair share amounts shall be made twice per month in equal installments beginning with the first pay in July. Signed Payroll Deduction Authorizations executed by the members shall be continuous from year-to-year for the duration of the term of recognition of Local #495 as the Bargaining representative or until such time as the employee withdraws such authorization in writing 10 days prior to the expiration of the contract.
- 31.4 OASPE represents to the Board that: (1) an internal rebate procedure has been established in accordance with Ohio Revised Code, (2) a procedure for challenging the amount of the representation fee has been established and will be given to each unit member who does not join the employee organization, and

(3) such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

- 31.5 Upon timely demand, non-members who are required to pay a fair share fee may apply to OASPE for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by OASPE.
- 31.6 OASPE agrees to indemnify and hold the Board harmless for any cost or liability incurred as result of the implementation and enforcement of the fair share fee.

Article 32

**AFSCME PEOPLE DEDUCTION**

- 32.1 The Employer agrees to deduct from the wages of an employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization, in the amount of \$100, \$250, or \$500 per year. Such 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 President. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union to an address provided by the Union President.

Article 33

**EMERGENCY SCHOOL CLOSURES**

- 33.1 When the Superintendent closes the schools due to an epidemic or other calamity, the following provisions apply to these days:

<u>Situation</u>	<u>1<sup>st</sup> shift</u>	<u>2<sup>nd</sup>/3<sup>rd</sup> shift</u>
School closed for entire day*	Staff members do not report and this day is counted as one calamity day	Staff members do not report and this day is counted as one calamity day
One-hour delayed start+	Staff members report one hour later than scheduled work time	Staff members report on time and work entire work day assignment.
Two-hour delayed start+	Staff members report two hours later than scheduled work time	Staff members report on time and work entire work day assignment
One-hour early release+	Staff members dismissed one hour early	Staff members do not report to work and this day is counted as one calamity day
Two-hour early release+	Staff members dismissed two hours	Staff members do not report early work and this day is counted as one calamity day

\*Any unit member required to work by their Supervisor needs to clock in and will be compensated for all extra hours worked. Overtime rates apply to all hours worked in excess of forty (40) hours worked per week.

\*Any unit member required to work by their Supervisor during delayed start or early release time, the unit member will be compensated for the additional time worked.

33.2 There will be no reduction in pay for the state-approved calamity days not required to be made up.

33.3 For any calamity days in excess of the number of state approved calamity days including declared leveled emergency conditions in your area, the unit member has four options in order to be paid:

- A. Work the entire day.
- B. Take a personal day.
- C. Take a vacation day.
- D. Receive a pay dock day.

Note: Declared leveled emergency conditions only apply to the school district.

33.4 The provisions contained herein shall not preclude the use of any other leave provisions contained in this Negotiated Agreement. Nor shall these calamity day provisions allow for double payment whenever a calamity is declared concurrent to any other scheduled or unscheduled leave.

#### Article 34

### **SCHEDULES AND OVERTIME**

34.1 Regular Work Week

The regular work week shall be forty (40) hours. The normal work pattern shall be five (5) consecutive work days beginning with Monday and ending with Friday, but not all employees shall be on a normal work pattern.

34.2 Overtime Pay

The Board shall pay for overtime at the rate of time and one-half (1 ½) for all hours over forty (40) in a work week, or unscheduled work performed on Sundays and Holidays. For purposes of overtime all hours actually worked shall be counted as hours worked.

### 34.3 Call-in Pay

All employees called in to work for emergencies shall be guaranteed a minimum of two (2) hours pay at time and a half (1 ½) if the hours cause the employee to work over forty (40) hours in the work week. If an employee is called in to work more than once in a day, the two (2) hour minimum applies to each occurrence of being called in to work.

### 34.4 Call-in List

A revolving call-in list will be formed for Maintenance employees who are required to be on call for the weekend and the on-call person will rotate weekly. Maintenance employees will be compensated for a minimum of two (2) hours, which shall be paid at time and one half (1 ½) for any weekend assignments that cause the employee to work over forty (40) hours in the work week. In addition, employees on call for the weekend shall receive a forty-eight dollar (\$48) stipend for all hours on call whether they are called into work or not.

### 34.5 Lunch Break

Lunch breaks may be scheduled by a supervisor for Day custodians. Lunch breaks should be scheduled so that the employee has an uninterrupted lunch period, except in emergency situations and will not be used for job assignments.

### 34.6 Break Time

Employees working four (4) continuous hours daily shall be entitled to a paid fifteen (15) minute break. Employees working eight (8) hours daily shall be entitled to two (2) paid fifteen (15) minute breaks, in addition to the uninterrupted, unpaid lunch break. Employees shall not use work time to get ready for break or lunch or to get ready to clock out, except for required clean-up of areas that cannot be left unattended or as-is for the break. The fifteen minute rest period may be scheduled by the supervisor. Rest periods should be taken at a time and in a manner so as to minimize interference with the productivity of the employee in his/her work unit.

### 34.7 Summertime Hours

When offered by the administration, all second or third shift may at the **employee's discretion work the first shift hours when school is not in session** during the summer months. Examples of exceptions include projects that require two shifts or events that may require an employee in a building or at an event.

## 34.8 Granting Overtime

- A. From July 1 to July 31 each year, all bargaining unit members may sign up for Event Overtime and for Situational Overtime. All new employees may be placed on the Event Overtime and Situational Overtime rotation lists within ten (10) days of hiring if they so desire. Maintenance employees who are on Weekend Call-in may not accept additional scheduled overtime for their scheduled Weekend Call-in (unless it is a last resort of emergency).
  - B. Event Overtime shall be assigned via the seniority rotation list at least two (2) days in advance, whenever possible, but not more than 90 days in advance. The posted list will be available on the district shared drive. If an employee next on the rotation list refuses Event Overtime assignments or if the employee cannot be located with reasonable attempts to contact him/her, the Supervisor will go to the next employee on the roster, and the refusing/unavailable employee will be dropped to the bottom of the rotation list. Employees will provide contact information to his/her supervisor and will keep that contact information current.
  - C. Situational Overtime lists for each building will be created for any event that causes a reduction in the work force on any given day. The steps below shall be followed for Situational Overtime:
    - 1. Substitutes shall be called in first;
    - 2. Then employees who have signed the Situational Overtime list by seniority rotation.
- Emergencies shall not be subject to the situational overtime lists. Emergency overtime shall defined as any situation requiring work within seventy-two (72) hours or less.
- D. If an employee accepts an overtime assignment, he/she must fulfill that assignment unless an emergency arises.
  - E. If a job being done requires overtime and specific skills are required, the Supervisor will select the most senior employee that can perform the work.
  - F. If an employee is on duty and cannot complete a project that has been started, he/she may contact his/her supervisor to seek permission to stay after normal work hours to complete his/her required work or project. Granting such permission will not be reason for a grievance that the overtime list was not used.

- G. At all mandatory staff meetings, employees will be compensated at their normal rate of pay unless they are required to work overtime, then the employee will be compensated at time and one half (1 ½).
- H. Management reserves the right to assign employees to work overtime or to be on call-in status if volunteers are not available.
- I. Failure to obtain overtime by an employee shall not constitute a grievance subject to the grievance procedure, provided supervisor keeps documentation.

Article 35

**SERS PICK UP**

- 35.1 **The Board agrees to continue to treat a unit member's own individual SERS contribution (as opposed to the Board's own SERS contribution on the employee's behalf) as a mandatory salary reduction from the contract salary otherwise payable to such unit member.**
- 35.2 **The unit member's contract salary shall thus be restated:**
  - A. As consisting of:
    - 1. a cash salary component and
    - 2. a pick-up component, which is equal to the amount of the unit member's contribution being picked up by the Board on behalf of the unit member.
  - B. That the Board will contribute to SERS an amount equal to the unit member's required contribution to SERS for the account of each unit member and;
  - C. That sick leave, severance, vacation, supplemental, and extended service pay and insurance benefits which are indexed to or otherwise **determinable by reference to the unit member's rate of pay shall be** calculated upon both the cash salary component and pick-up component of the unit member's restated salary.

Article 36

**WAGES**

- 36.1 There shall be a one (1) percent increase on base salary effective July 1, 2013. There shall be a one (1) percent increase on base salary effective July 1, 2014.

- 36.2 Employees assigned to weld or assigned to perform chemical spraying who have a license for chemical spraying, will be compensated an additional \$1.00 per hour when performing these assigned duties.

Article 37

**DIRECT DEPOSIT INFORMATION**

- 37.1 Direct deposit information will be distributed every other Friday or as agreed upon with the Canal Winchester Education Association (CWEA).
- 37.2 When all schools in the District are closed on a pay date because of severe weather conditions or emergency, direct deposit information will be distributed on the next school day, or as agreed upon with the CWEA.

Article 38

**SEVERANCE PAY**

- 38.1 Unit members resigning with fifteen (15) years of continuous service in the District or entering service retirement under the School Employees Retirement System (SERS) with ten (10) years of continuous service in the District, shall receive payment for one-fourth (1/4) of the value of the **unit member's sick leave** up to one hundred eighty (180) days under the conditions hereinafter specified. Such payment shall be based on the **employee's regular rate of pay at the time** of departure.
- 38.2 **For the purposes of this policy, "retirement" means retirement under the School Employees Retirement System (SERS) and does not include disability retirement until such retirement becomes permanent.**
- 38.3 In order to qualify for severance pay for retirement purposes, an employee shall:
- A. Have made application within sixty (60) days following the effective date of retirement.
  - B. Have served ten (10) or more years of active service covered by School Employees Retirement System (SERS) with the Canal Winchester Local School District.
  - C. Express his/her intention to retire on or before his/her last day of service.
  - D. Calculation of severance pay shall be on the basis of fifteen (15) days of yearly accrued sick leave per year of service to the Board of education to a maximum of 250 days.

- 38.4 If approved, severance pay will be made by the Board in the following manner:
- A. Payment shall be made no later than sixty (60) days from time of departure.
  - B. Such payment shall be made only once to an employee.
- 38.5 Payment of severance pay shall eliminate all obligations of the employer at the time of departure from any further payment or restoration of sick leave unused.

Article 39

**CRIMINAL HISTORY RECORD CHECK**

- 39.1 In accordance with State law, the Board of Education requires a criminal background check including information from the Bureau of Criminal Identification and Investigation (BCII) and the Federal Bureau of Investigation (FBI) of each applicant the Superintendent recommends for employment and on a periodic basis.
- 39.2 The Board will pay up to \$50.00 cost for state and federal background checks required by the Ohio Revised Code as to a unit member. Such payment will be made directly to the Bureau of Criminal Identification and Investigation once the unit member completes the background checks.
- 39.3 A criminal background check is not required of any currently-employed staff member who is a candidate for another position in the District, unless otherwise required by law.
- 39.4 The Superintendent shall establish administrative guidelines that require an appropriate record check that complies with the law.
- 39.5 Any information and records obtained from such inquiries are not public records and shall be kept confidential and not released or disseminated.
- 39.6 Should it be necessary to employ a person to maintain continuity of the **District's** operations, prior to receipt of the criminal history record, the Superintendent may employ the person on a provisional basis until the report is received.
- 39.7 All custodial, maintenance and grounds employees who are the subject of a criminal records check, including applicants hired provisionally in advance of a completed records check, and who it is determined have pled guilty to or been convicted of any offense enumerated under R.C. 3319.39 (B) (1) including a judicial finding for intervention in lieu of conviction and/or participation in a pre-trial diversion program relating to any of the offenses listed therein, shall not be hired or shall be released from employment, as applicable, unless such individual

meets the rehabilitation standards adopted by the Ohio Department of Education under division (E) of that section at the time of the hiring and/or upon discovery of such plea or conviction by the Board.

Article 40

**MISCELLANEOUS**

40.1 Savings Clause

- A. If, during the term of this Agreement, any provision is determined invalid or inoperable due to its conflict with applicable State or Federal law, or valid Rule or Regulation adopted or repealed by a State or Federal Agency, the Parties agree to meet to Negotiate a lawful Alternate provision, if possible, under the Law relative to the affected Provision. Such meeting shall take place within thirty (30) days following a written request by either Party.

40.2 Complete Agreement

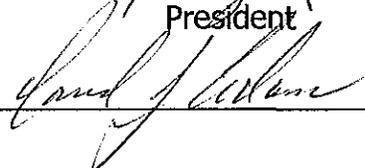
- A. This Agreement supersedes and cancels all previous Agreements, whether verbal or written or based on alleged past practices, between Board and the Union and constitutes the entire Agreement between Parties.

Article 41

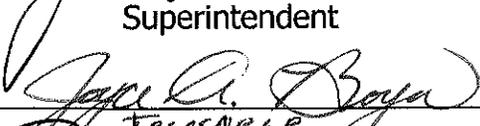
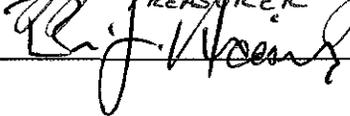
**DURATION OF AGREEMENT**

- 41.1 This agreement shall be effective July 1, 2013 and shall remain in full force and effect until 12:00 midnight June 30, 2015.
- 41.2 If either Party desires to modify or amend this Agreement, it shall give written notice of such intent in accordance with the Negotiation Process Article herein to the other Party not later than ninety (90) calendar days prior to the expiration date of this Agreement. Such Notice shall be by Certified Mail with Return Receipt. The Parties shall commence Negotiations within four (4) calendar weeks upon receiving Notice of Intent.

**FOR OAPSE 495:**

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE BOARD:**

  
\_\_\_\_\_  
Superintendent  
  
\_\_\_\_\_  
TREASURER  
  
\_\_\_\_\_

7/25/2013  
DATE:

# ADDENDUM - A

## Canal Winchester Local Schools

100 Washington Street • Canal Winchester, Ohio 43110

### Access to Personnel Files

The Canal Winchester School District is committed to compliance with Ohio Revised Code Section 149.43 and Chapter 1347. Filling out any part or all of this form is not mandatory. However, consistent with Article 11 of the Board of Education's Collective Bargaining Agreement with the Ohio Association of Public School Employees Union Local #495, you are asked to provide the following information:

PLEASE FILL IN COMPLETELY: Date \_\_\_\_\_

File To Be Viewed: \_\_\_\_\_

Name of Employee \_\_\_\_\_

Name of Person Requesting  
Permission to Access File: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
\_\_\_\_\_

Name of Attorney (if any): \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
\_\_\_\_\_

Reason for requesting access to the above employee's Personnel File:

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

### IMPORTANT

1. Upon submission to the office of the Treasurer of the above form, access will be granted promptly in light of all the relevant surrounding circumstances. The Administration will attempt to notify the employee of your request.
2. Examination of the file will be done during regular working hours (8-4) of the Board Office in the presence of an authorized person and no items may be removed from the file by anyone except the Superintendent.

# ADDENDUM B

## SCHEDULE OF BENEFITS

Effective July 1, 2007

### COMPREHENSIVE MEDICAL BENEFITS (Eligible Employees and Dependents)

*All benefit considerations of the Plan are subject to the Usual, Customary, and Reasonable (UCR) Allowance and Necessary Medical or Dental Services provisions of the Plan.*

#### MAXIMUM LIFETIME BENEFITS

Overall Maximum per Covered Person .....	\$3,000,000
Organ and/or Tissue Transplants.....	\$1,000,000

<u>IN-</u>	<u>OUT OF-</u>
<u>NETWORK</u>	<u>NETWORK</u>

#### CALENDAR YEAR DEDUCTIBLE

Per Covered Person.....	\$100	\$200
Per Covered Family .....	\$200	\$400

**THE CALENDAR YEAR DEDUCTIBLE APPLIES TO ALL COVERED CHARGES UNLESS SPECIFICALLY WAIVED**

#### OUT-OF-POCKET MAXIMUM PER CALENDAR YEAR

Per Covered Person (Excludes Deductible).....	\$400	\$1,000
Per Covered Family (Excludes Deductible) .....	\$1,000	\$2,000

*Note: Amounts applied to the In-network Calendar Year Deductible and Out-of-pocket Maximum will also apply to the Out-of-network Calendar Year Deductible and Out-of-pocket maximum and vice versa.*

#### WELLNESS BENEFIT (Calendar Year Deductible waived for In-Network services only) Employee, Spouse and Child(ren) Age Nine and Over Well Care

Mammogram.....	\$15 Co-Pay.....	\$25 Co-Pay,
Limited to females age 35 and over	Then 100%	Deductible, then 70%
Pap Smear, PSA Testing .....	100%.....	70%
Maximum Calendar Year Benefit for the Following Services .....	\$1,000.....	\$200
Office Visit for Preventive Care .....	\$15 Co-pay.....	\$25 Co-pay,
	Then 100%	Deductible, then 70%
Other Preventive Services Including Lab and X-Rays .....	100%.....	70%

**Note: The Out-of-Network maximum is included in the In-Network Maximum**

**SCHEDULE OF BENEFITS (continued )**

	<u><b>IN- NETWORK</b></u>	<u><b>OUT OF- NETWORK</b></u>
<b>Well Child Care</b>		
Well-Baby Care (For first 12 months)		
Routine Exams and Immunizations .....	\$15 Co-Pay.....	\$25 Co-Pay,
Annual maximum Benefit .....	Then 100% to \$1,000.....	Deductible, Then 70% to \$500
Well-Child Care (From Age 1 to Age 9)		
Routine Exam, Immunizations, X-Rays and Laboratory Tests.....	\$15 Co-Pay.....	\$25 Co-Pay,
Annual maximum Benefit .....	Then 100% to \$1,000.....	Deductible, Then 70% to \$150
<b>Note: The Out-of-Network maximum is included in the In-Network Maximum</b>		

**HOSPITAL BENEFIT**

**Inpatient**

Medically Necessary Room, Board and Miscellaneous Expenses .....	90%.....	70%
Calendar Year Maximum for Mental Health and Substance Abuse Services (combined) – 31 days		

*Note 1: The co-payment for Out-of-Network treatment for Mental Health and Substance Abuse Services does not apply to the Out-of-Pocket Maximum*

*Note 2: Pre-Certification for Hospital admissions is required (See Hospital Benefit description for maternity exception.) Failure to pre-certify the Hospital admission will result in the Covered Person being responsible for 50% of covered charges.*

**Outpatient**

Pre-Admission Testing.....	90%.....	70%
Surgical Facilities .....	90%.....	70%
Diagnostic X-Ray and Lab.....	90%.....	70%

**EMERGENCY ROOM (Deductible is waived In-network and Out-of-network)**

Facility Charges .....	\$100 Co-Pay,.....	\$100 Co-Pay
	Then 100%	Then 100%
Physician Charge .....	100%.....	Same as In-network

*Note: Co-payment is waived if admitted as an Inpatient within 48 hours of treatment in the Emergency Room.*

<b>URGENT CARE EXPENSE BENEFIT</b> .....	\$25 Co-pay.....	\$35 Co-pay,
<b>(Deductible is waived In-network)</b>	Then 100%	Deductible, Then 70%

<b>FREE-STANDING SURGICAL FACILITY</b> .....	90%.....	70%
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<b>AMBULANCE BENEFIT</b> .....	90%.....	Same as In-network
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**SCHEDULE OF BENEFITS (Continued)**

	<u>IN- NETWORK</u>	<u>OUT OF- NETWORK</u>
<b>SKILLED NURSING FACILITY BENEFIT</b> .....	90%.....	70%
Maximum Confinement per Calendar Year – 31 Days.		
<b>HOSPICE CARE BENEFIT</b> .....	90%.....	Paid same as In-network
<b>HOME HEALTH CARE</b> .....	90%.....	70%
<b>PRIVATE DUTY NURSING CARE</b> .....	90%.....	70%
(Maximum Benefit per Calendar Year - \$5,000)		
<b>PHYSICIAN EXPENSE BENEFIT</b>		
Office Visits ( <b>Deductible waived In-network only</b> ).....	\$15 Co-Pay.....	\$25 Co-Pay,
Related covered charges not billed by the Physician	Then 100%	Deductible,
will be paid at the appropriate benefit level for the		Then 70%
services provided.		
Surgery and Assistant Surgeon.....	90%.....	70%
Anesthesia.....	90%.....	Paid same as In-network
Hospital Inpatient Doctor Visits.....	90%.....	70%
Second Surgical Opinion.....	90%.....	70%
<i>Note: If ACMS requests that a second opinion be obtained, the Plan will pay 100% of the Second Opinion Expense</i>		
Pathology and Radiology Interpretation.....	90%.....	Paid same as In-network
<b>RADIATION AND RESPIRATORY THERAPIES, CHEMOTHERAPY, AND KIDNEY DIALYSIS BENEFIT</b> .....		
	90%.....	70%
<b>PHYSICAL AND OCCUPATIONAL THERAPY</b> .....	90%.....	70%
<b>Note: Visits in excess of 15 per Calendar year must be pre-certified by ACMS</b>		
<b>SPEECH AND VISION THERAPY</b> .....	90%.....	70%
Services will not be duplicated		
<b>CARDIAC REHABILITATION</b> .....	90%.....	70%
<b>OUTPATIENT MENTAL HEALTH, OR SUBSTANCE ABUSE TREATMENT BENEFIT (Deductible</b> .....		
<b>Waived In-network only)</b>	\$15 Co-Pay.....	70%
Maximum Benefit: 31 visits per Calendar Year	then 100%	

**SCHEDULE OF BENEFITS (Continued)**

	<u>IN- NETWORK</u>	<u>OUT OF- NETWORK</u>
<b>NEUROMUSCULOSKELETAL (CHIROPRACTIC)</b>		
EXPENSE BENEFIT.....	90%.....	70%
Maximum Benefit per Calendar Year .....	\$1,000.....	\$350
<b>Note: The Out-of-Network maximum is included in the In-Network Maximum</b>		
<b>TEMPOROMANDIBULAR JOINT DYSFUNCTION (TMJ) .....</b>		
	90%.....	70%
Maximum Benefit per Calendar Year: \$1,000		
<b>DIAGNOSTIC EXPENSE BENEFIT</b>		
Outpatient Diagnostic X-Ray and Laboratory Expense .....	90% .....	70%
Independent Laboratory Expense Benefit.....	90%.....	Paid same as In-Network
<b>ALL OTHER COVERED MEDICAL EXPENSES .....</b>		
	90%.....	70%

All expenses must be submitted within 12 months from the date such charges were incurred to be eligible for benefit payment under this Plan

**PRESCRIPTION DRUG PROGRAM  
(Eligible Employees and Dependents)**

Maximum Benefit per Calendar year .....	\$7,000
(Combined Retail and Mail Order but excluding Specialty Pharmacy Services)	
<b>RETAIL RX PROGRAM (30-days supply)</b>	
	<b>CO-PAYMENT PER PRESCRIPTION OR REFILL</b>
Generic Prescription.....	\$10
Preferred Brand-Name .....	\$25
Non-Preferred Brand-Name .....	\$50
<b>SPECIALTY PHARMACY SERVICES (30-day supply)</b>	
Injectables (other than insulin).....	\$100
Maximum Annual Out-of-Pocket for Injectables .....	\$1,200
<b>MAIL-ORDER RX PROGRAM (90-day supply)</b>	
Generic Prescription.....	\$20
Preferred Brand-Name .....	\$50
Non-Preferred Brand-Name .....	\$100

**Prescription drug expenses under the Prescription Drug Program do not apply to the Calendar Year Deductible or to the Out-of-Pocket Maximum under Comprehensive Medical Expense Benefits, but do apply to the Maximum Lifetime Benefit per Covered Person.**

## ADDENDUM C

### CANAL WINCHESTER LOCAL SCHOOL DISTRICT CLASSIFIED STAFF

#### BUILDING CUSTODIAN; OUTDOOR CUSTODIAN

Experience	Index	Hourly Rate 2013-14	Hourly Rate 2014-15
0	1.000	\$13.71	\$13.85
1	1.025	\$14.05	\$14.20
2	1.050	\$14.40	\$14.54
3	1.075	\$14.74	\$14.89
4	1.100	\$15.08	\$15.24
5	1.125	\$15.42	\$15.58
6	1.150	\$15.77	\$15.93
7	1.175	\$16.11	\$16.27
8	1.200	\$16.45	\$16.62
9	1.225	\$16.79	\$16.97
10	1.250	\$17.14	\$17.31
11	1.275	\$17.48	\$17.66
12	1.300	\$17.82	\$18.01
13	1.325	\$18.17	\$18.35
15	1.350	\$18.51	\$18.70
18	1.375	\$18.85	\$19.04
21	1.400	\$19.19	\$19.39
24	1.425	\$19.54	\$19.74

Base Hourly Rate (Step 0) X Index = Hourly Rate (Step 1 through Step 24)

Board Approved:

CANAL WINCHESTER LOCAL SCHOOL DISTRICT  
CLASSIFIED STAFF

MAINTENANCE; LEAD CUSTODIAN

<b>Experience</b>	<b>Index</b>	<b>Hourly Rate 2013-14</b>	<b>Hourly Rate 2014-15</b>
0	1.000	\$14.54	\$14.69
1	1.025	\$14.90	\$15.06
2	1.050	\$15.27	\$15.42
3	1.075	\$15.63	\$15.79
4	1.100	\$15.99	\$16.16
5	1.125	\$16.36	\$16.53
6	1.150	\$16.72	\$16.89
7	1.175	\$17.08	\$17.26
8	1.200	\$17.45	\$17.63
9	1.225	\$17.81	\$18.00
10	1.250	\$18.18	\$18.36
11	1.275	\$18.54	\$18.73
12	1.300	\$18.90	\$19.10
13	1.325	\$19.27	\$19.46
15	1.350	\$19.63	\$19.83
18	1.375	\$19.99	\$20.20
21	1.400	\$20.36	\$20.57
24	1.425	\$20.72	\$20.93

Base Hourly Rate (Step 0) X Index = Hourly Rate (Step 1 through Step 24)

Board Approved:

CANAL WINCHESTER LOCAL SCHOOL DISTRICT  
CLASSIFIED STAFF

HEAD MAINTENANCE

<b>Experience</b>	<b>Index</b>	<b>Hourly Rate 2013-14</b>	<b>Hourly Rate 2014-15</b>
0	1.000	\$16.56	\$16.73
1	1.025	\$16.97	\$17.15
2	1.050	\$17.39	\$17.57
3	1.075	\$17.80	\$17.98
4	1.100	\$18.22	\$18.40
5	1.125	\$18.63	\$18.82
6	1.150	\$19.04	\$19.24
7	1.175	\$19.46	\$19.66
8	1.200	\$19.87	\$20.08
9	1.225	\$20.29	\$20.49
10	1.250	\$20.70	\$20.91
11	1.275	\$21.11	\$21.33
12	1.300	\$21.53	\$21.75
13	1.325	\$21.94	\$22.17
15	1.350	\$22.36	\$22.59
18	1.375	\$22.77	\$23.00
21	1.400	\$23.18	\$23.42
24	1.425	\$23.60	\$23.84

Base Hourly Rate (Step 0) X Index = Hourly Rate (Step 1 through Step 24)

Board Approved: