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STATE EMPLOYMENT  
RELATIONS BOARD

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## NEGOTIATED AGREEMENT

between the

CALDWELL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
BOARD OF EDUCATION

and the

OHIO ASSOCIATION OF  
PUBLIC SCHOOL EMPLOYEES  
AFSCME LOCAL #4/AFL-CIO  
AND ITS  
LOCAL #339

Effective  
Date of Ratification to August 31, 2006

Agreed 5-18-05

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## ARTICLE 1 RECOGNITION

1.01 The Caldwell Exempted Village School District Board of Education, hereinafter referred to as "the Board" or "the Employer," recognizes the Ohio Association of Public School Employees and its Local 339, hereinafter referred to as "the Union," as the sole and exclusive representative of the bargaining unit. The bargaining unit shall be defined as all regular non-teaching employees of the Employer, except as excluded below. Excluded from the bargaining unit are all personnel certificated under Section 3319.22 of the Ohio Revised Code, the Treasurer, transportation supervisor, substitutes, temporary and part-time employees who are not employed on a regular basis, non-certificated employees employed in the superintendent/ administrative assistant (administrative assistant's secretary), Treasurer office, and any other confidential, supervisory or management-level employees as defined in Section 4117.01 of the Ohio Revised Code. Upon the creation of a new position the Employer agrees to notify the Union of its intent and allow the Union to discuss with the Employer whether it should be included in the bargaining unit.

1.02 Should any new classification be created by the Employer and included in the bargaining unit, the parties shall meet to discuss the terms and conditions of said new classification. Should the parties be unable to agree on such terms and conditions, the issue will be referred to arbitration in accordance with the grievance procedure. Both parties agree to share equally the cost of the arbitrator's expenses.

## ARTICLE 2 DEFINITIONS

The following definitions shall be applicable to this Negotiated Agreement unless otherwise indicated:

Union: Ohio Association of Public School Employees and Local 339

Employer: The Board, the Superintendent, or any other person authorized to act on behalf of the Board in a particular situation.

Employee: Any member of the bargaining unit.

Board: A corporate entity consisting of members elected by the voters of the school district.

Superintendent: Superintendent or designee.

**ARTICLE 3**  
**NEGOTIATIONS PROCEDURES**

- 3.01 Pursuant to Sections 4117.14 (C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)-(6).
- 3.02 If either party wishes to terminate, modify or negotiate a successor agreement, it must serve written notice of that intention upon the other party not less than ninety (90) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor agreement. At the first bargaining session the Union and the Employer shall submit their complete proposals for a successor agreement. Neither party may submit additional issues for collective bargaining after submitting its initial proposals, unless by mutual agreement.
- 3.03 Sixty (60) days prior to the termination of this Agreement, the parties jointly shall notify the State Employment Relations Board (SERB) that they intend to utilize these mutually agreed on dispute resolution procedures in lieu of the SERB procedures contained in O.R.C. 4117.14(C)(2) - (6).
- 3.04 If no agreement is reached by the twentieth (20th) calendar day preceding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.
- 3.05 When and if a successor agreement is reached by the representatives of the parties, it shall be submitted to the Union for ratification and then to the Employer for approval.

**ARTICLE 4**  
**LABOR-MANAGEMENT MEETINGS**

- 4.01 The Employer and the Union agree to schedule at least five (5) labor-management meetings during the school year to informally discuss issues of concern to the parties. The parties will mutually schedule meetings during the first week of October, December, February, April and June. The parties may mutually agree to hold more or less labor-management meetings as needed. Attending these meetings will be at least the Superintendent and the Union President, or designees, and anyone else either party believes is appropriate for a particular meeting.

**ARTICLE 5**  
**BOARD OF EDUCATION RIGHTS**

- 5.01 Except as provided in this Agreement, the Employer hereby retains and reserves unto itself, without limitations, 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 of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:
1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of school services, its overall budget, utilization of technology and the school district organizational structure;
  2. Direct, supervise, evaluate or hire employees;
  3. Maintain and improve the efficiency and effectiveness of Employer operations;
  4. Determine the overall methods, process, means or personnel by which school district operations are to be conducted, including the establishment of courses of instruction, selection of textbooks and other prescribed teaching materials;
  5. Suspend or terminate for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
  6. Determine the adequacy of the work force;
  7. Determine the overall mission of the school district, including the establishment of curriculum, special programs, athletic, recreational and social events for students;
  8. Effectively manage the work force, including the determination of schedules, hours of employment, duties, responsibilities and assignments;
  9. Take actions to carry out the mission of the school district.
- 5.02 The exercise of these powers, rights, authority, duties and responsibilities by the Employer and the adoption of such policies, regulations and rules as it may deem necessary shall be limited only by the specific and express terms of this Agreement and by the provisions of Chapter 4117 Ohio Revised Code.

The exercise of the foregoing management rights requires neither prior negotiation with, nor agreement of, the Union.

#### ARTICLE 6 UNION RIGHTS

6.01 The Union shall be granted the following privileges:

1. Use of school facilities for meetings. Meetings shall be arranged to not interrupt normal instructional programs and in keeping with Employer policy governing use of buildings. The Union shall get prior permission from the building principal or Superintendent.
2. Use of school equipment such as duplicating machines, typewriters, calculators, and audio visual machines. Employer purchased consumable materials used by the Union, i.e., paper, shall be paid for by the Union at Employer cost. Such use for Union purposes will be done on other than school time.
3. Use of designated space on bulletin boards.
4. Use of internal school mail delivery provided that such does not result in any added cost to the Employer.
5. Upon request by a bona fide Officer of OAPSE Local 339 a copy of the agenda and minutes of each Board of Education Meeting will be provided at the same time it is made available to the press. The time of release to the press shall be set by Board policy.
6. The parties agree that employees will be permitted to authorize voluntary payroll deductions provided that the Treasurer receives this authorization, in writing, prior to October 1 in the year in which the first deduction is made. Such deductions will be continued from year to year unless revoked or modified by the employee. Such deduction will consist of, but will not be limited to the following, provided that the parties agree on any additional deductions:
  1. PEOPLE (provided 5 employees initially participate)
  2. Tax sheltered annuities (provided 5 employees initially participate)Each employee shall have the responsibility to determine that the employee's payroll deduction intended for tax sheltered annuities which does not exceed the maximum amount provided under the Internal

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Revenue Code and regulations applicable thereto and shall not seek deduction in excess of that amount. Each employee upon request of the Treasurer shall provide to the Board or obtain for the Board any information which the Board may request to permit it to independently determine the qualified nature of the selected program and the applicable limitation on the amount of deferral. In the event the Treasurer and/or Board are assessed any taxes, charges, penalties, or interest as a result of deductions by a member which exceed the IRC maximum limit, those amounts shall be reimbursed by the member to the Treasurer or Board.

3. Credit Union (provided 5 employees initially participate)
4. Cancer insurance (provided 5 employees initially participate).

#### ARTICLE 7 GRIEVANCE PROCEDURE

7.01 The following definitions and terms apply to this Article:

1. The word "day" or "days" means regularly scheduled employee work days during the regular school year. During the summer, it shall mean weekdays exclusive of legal holidays.
2. A "grievance" is a complaint involving the alleged violation, misinterpretation or misapplication of the written master Agreement entered into between the Employer and the Union setting forth the understanding of the parties upon those matters negotiated and agreed to.

A "grievant" shall mean a person(s) or the Union Local 339 alleging that some violation, misinterpretation or misapplication of the aforementioned Agreement has actually occurred.

A grievance alleged to be a "group" grievance shall arise out of like circumstances affecting each member of the said group.
3. If an employee fails to file a written grievance or to appeal a grievance to the next step by the stated deadlines, then the grievance shall be considered waived.
4. Failure of the administration to respond in the time limit stated shall mean that the grievance has the right to proceed to the next level.

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5. Any of the timeliness in this Article may be amended by mutual agreement.
6. The grievant(s) may be represented at all levels of the Grievance Procedure by a representative of the Union.
7. An employee may present grievances and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as a Union representative has the opportunity to be present at the adjustment.
8. A grievance shall be reduced to writing and shall include:
  - (1) the alleged violation;
  - (2) remedy requested; and
  - (3) date of initiating procedure
9. This procedure shall be the sole and exclusive method for resolving disputes arising from this Agreement.

7.02 The following procedure will be used in processing a grievance:

LEVEL ONE

An employee must first informally attempt to resolve the grievance by discussing it with his or her immediate supervisor. A grievance filed by the Union shall be submitted initially at Level Two or when applicable at Level Three.

LEVEL TWO - ADMINISTRATION

A copy of the written grievance shall be submitted to the immediate supervisor within twenty (20) days of the time the grievant knew or should have known of the event giving rise to the grievance. A sample copy of the grievance form is attached as Appendix B. A blank grievance form may be obtained in the central office or from the Union President.

Within five (5) days of the submission of the written grievance, the supervisor shall provide the grievant with a written response stating his/her position and suggestion for resolution of the grievance. A copy shall be sent to the Superintendent.

LEVEL THREE - SUPERINTENDENT

If the grievant is not satisfied with the suggestion for resolution received in Level Two, he may within five (5) days of receipt of such written response submit his written grievance to the Superintendent and request a meeting to discuss the grievance. The meeting shall be within five (5) days of the request.

Either the grievant or the administrator or both may have present at said meeting such persons as may provide information related to the grievance. Discussion at this meeting shall be confined to the issue as stated in the grievance and the relief sought.

Within ten (10) days of the meeting, the Superintendent shall provide the grievant and the immediate administrator of Level Two with a written response stating his/her position and suggestion for resolution of the grievance.

LEVEL FOUR - BOARD OF EDUCATION

If action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee or group, such employee or group may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. Failure to file such appeal within five (5) days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right to appeal. The Superintendent shall place the matter on the agenda for the next regularly scheduled meeting of the Board. The grievant will be notified in writing of the time and place for the Board hearing on the appeal. The Board shall meet with the employee in executive session to discuss the grievance.

The Board shall act upon such appeal no later than its next regularly scheduled meeting. The Board's action shall be based upon the recommendation of the Superintendent and the arguments presented by or on behalf of the employee. Copies of the Board action shall be sent to the employee, Superintendent, and the building principal by the Treasurer within five (5) days of the Board action on the grievance.

LEVEL FIVE - ARBITRATION

1. If the grievant is not satisfied with the decision of the Board, or if no decision is issued by the Board, the grievant shall have the right to appeal the dispute to impartial arbitrator, but only if the Union approves such appeal. The appeal for arbitration of the grievance shall be filed with the Employer and the American Arbitration Association within fifteen (15) days of the action or inaction by the Board. The arbitrator shall be selected from a list of names provided by the American Arbitration Association in accordance with its rules and regulations. Either party may request a second list.

2. In the event that either side challenges the arbitrability of a grievance submitted for arbitration, the parties may mutually agree to require the arbitrator to first consider and rule upon the arbitrability issue before scheduling a hearing on the merits of the grievance. If necessary, the parties may agree to conduct a separate hearing on the arbitrability issue prior to the scheduling of a hearing on the merits of the grievance.

4. The Employer shall provide the Union with an updated seniority list yearly upon request.

3. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association, but the Board, the Union, the grievant, or the grievance representative shall not be permitted to assert any ground if such ground was not disclosed to the other party prior to the appeal to the arbitrator, or to introduce any evidence known but not disclosed prior to the appeal to the arbitrator.
4. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this Agreement, nor shall he make any decision contrary to law.
5. The recommendation of the arbitrator shall be made in writing to the grievant, the Superintendent, and the Board of Education and shall be final and binding upon the parties.
6. The arbitrator's expenses shall be borne by the losing party. The arbitrator shall determine which party is the loser as part of his opinion and award. The arbitrator shall have no authority to split any expense award.

#### ARTICLE 8 SENIORITY PROVISIONS

- 8.01 To the extent permitted by law, and consistent with the responsibility of the Employer to provide appropriate services of good quality, the principle of seniority as herein defined shall prevail.
  1. Seniority shall be defined as the uninterrupted length of continuous service with the Employer as a regular employee, including service to school districts that consolidated into the Caldwell School District, computed from the most recent date of hire. (Authorized leaves of absence do not constitute an interruption in continuous service.)
  2. Only full-time or regular short-hour employees shall accumulate seniority.
  3. Substitute employees shall not accumulate seniority unless otherwise provided in the terms of this Agreement.

**ARTICLE 9**  
**PROBATIONARY PERIODS**

**9.01 Current Employees**

1. A thirty (30) working day probation period exists for any employee who bids into another classification.
2. If the employee's work during the probation period in the new position is found to be unsatisfactory, or if the employee is dissatisfied with the new position during the probation period, he/she can be reinstated to the position held prior to the bid at his or her prior salary together with any step increases for which the employee is eligible upon return to his or her former position.
3. If an employee is removed or vacates a position during probation, they shall not be eligible to reapply for the position when the same is re-posted as a vacancy unless the duties or qualifications for the position are specifically and identifiably different than the last posting.

**9.02 New Employees**

1. A sixty (60) working day probation period exists for any new employee hired by the employer.
2. A new employee may be terminated during his/her probation period for any reason, at the discretion of the Employer. An employee terminated during his/her probation period may not appeal the termination through the contractual grievance procedure or in any other manner.
3. This probation period for new employees supersedes the statutory sequence of limited contract for non-teaching employees contained in the Ohio Revised Code. An employee who successfully completes his/her probation period shall be issued a contract for a period of one year, including the probationary period. One year from the date of the employee's initial employment, he or she will be issued a continuing contract, if renewed. The continuing contract will be governed by the applicable provisions of this negotiated agreement and the Revised Code.

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**ARTICLE 10**  
**VACANCIES**

**10.01**

As regular vacancies occur during the school year, they shall be posted in a conspicuous place in each work location for a period of five (5) days and a copy announcing the vacancy shall be included with each employee's paycheck in the payroll closest to the posting or shall be placed in the mailboxes of the employees or shall be hand delivered by an administrator. During the summer recess, announcements of vacancies shall be included with an employee's payroll check and the job vacancy will be posted for ten (10) calendar days after the payday. In selecting the replacement employee, the Employer shall apply the following formula:

1. The vacant position shall first be awarded to the most senior bidder within the classification.
2. If not filled from within the classification, the Employer shall fill the position with the most senior bidder in the bargaining unit who meets the Employer's qualifications.

The Employer may require additional qualifications beyond those contained in the job description. The Employer shall have the sole and exclusive right to determine the qualifications for a particular job opening and whether a bidder meets those qualifications.

3. Employees may bid on more than one vacancy at a time.
4. All Vacancies will be filled using the bidding process until such time as there are no bidders, or qualified bidders, for the position from within the bargaining unit. At the time, the Employer may fill the position as it sees fit.
5. The employer shall determine whether a vacancy exists and whether it shall be filled. The Employer shall not, by the use of substitutes, avoid filling a permanent position. Any position filled for a period of more than thirty (30) working days by someone, other than the employee who was awarded the position through the bidding procedure contained within this article, will be considered vacant and posted for bid in accord with this article. This provision will not apply to positions which are being filled due to an employee's leave of absence.
6. In those instances where an employee bids on a second position within the school district, the Employer is under no obligation to award the second position to the employee if the added hours will place the employee in the position of automatically working more than forty (40) hours per week.

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10.02 The Employer agrees to notify, in the manner specified in section 10.01 above, all bargaining unit members of vacancies which are to be filled by non-licensed employees under Chapter 33 of the Ohio Revised Code and to consider any bargaining unit member who applies for such vacancy. In no event shall this provision be interpreted to create an expectation or right to be appointed to any vacant position on behalf of any bargaining unit member.

#### ARTICLE 11 REDUCTION IN FORCE

11.01 All bargaining unit positions and classifications shall be filled by employees of the Employer.

11.02 In the event that any reduction in staffing levels becomes necessary because of abolishment of positions, lack of funds or lack of work, the following procedures shall govern such reductions.

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

11.04 Whenever it becomes necessary to lay off employees by reasons as stated above, employees within the affected classification shall be laid off according to seniority, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Employer computed from the latest date of hire as a regular employee. Authorized leaves of absence do not constitute an interruption in continuous service. In case of identical seniority, ties will be broken first by the initial date of service with the Employer in any capacity, and if still tied, by drawing from a deck of cards in the presence of a member of the administration and a Union officer.

11.05 The following classifications shall be used in the event of a layoff:

- |                      |                |
|----------------------|----------------|
| 1. Bus Driver        | 6. Secretaries |
| 2. Cooks             | 7. Cashier     |
| 3. Custodians        | 8. Mechanic    |
| 4. Educational Aides |                |
| 5. Maintenance       |                |

Note: This list does not represent the order in which layoff may occur.

Exclusions would be: School Treasurer's office employees, the Superintendent's secretary, and the administrative assistant's secretary.

For the purpose of layoff and recall any individual who has been considered a maintenance/custodian will be considered to be in the maintenance classification.

11.06 The Employer shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classification of layoff, employees on probation shall be laid off before any employee in that classification employed under a continuing contract is laid off.

11.07 Twenty (20) days prior to the effective date of layoffs, the Employer shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. A copy of said list shall be provided to the President of Local 339. Each notice of layoff shall state the following:

1. Reasons for the layoff or reduction.
2. The effective date of layoff.
3. A statement advising the employee of their rights of reinstatement from the layoff.

11.08 An employee whose position is reduced will have the right to displace any less senior employee in the classification. Should there be no employee with less seniority working within the employee's classification, the reduced employee shall have the right to displace any less senior employee within the bargaining unit in a classification in which the reduced employee is qualified to work. The Superintendent will have the unrestricted right to determine if the employee is qualified to do the work.

11.09 Any employee laid off shall retain recall rights for a period of three (3) years. Employees shall be recalled to positions for which they are qualified in order of seniority. An employee who resigns, declines an offer to be recalled to a position for which he or she is qualified, or fails to respond to an offer of recall within the time limits of this Article shall lose all recall rights.

11.10 The laid-off employee shall provide the administration with his/her current mailing address and telephone number (if available). In the event of a recall, the employee being recalled shall be notified by registered mail and shall have fourteen (14) calendar days from the receipt of such notice in which to respond. Copies of all recall notices shall be sent to the President of Local 339.

11.11 As vacancies occur in a classification from which employees are laid off, such vacancies shall first be offered to those employees in the classification who are not laid off on the basis of their seniority. Should none of said employees express an interest in the vacant position, the most senior employee laid off, who is qualified to fill the position shall be recalled into said position, providing his or her recall rights have not been exhausted.

11.12 Laid-off employees shall retain all seniority rights while laid off and shall continue to accrue seniority as long as they have recall rights. Laid-off employees shall be notified by U.S. mail of all job vacancies and may bid on vacancies.

#### ARTICLE 12 EVALUATIONS

12.01 Each employee shall be evaluated regarding their work performance by their immediate supervisor. The employee shall have a conference regarding this evaluation and have the opportunity to read and respond to such evaluation. Such response may be in writing and attached to the evaluation. The employee shall acknowledge that he/she has read the evaluation by signing this evaluation and shall receive a copy of such. The employee's signature on the evaluation shall not indicate agreement or disagreement with the evaluation, only that the employee has reviewed it.

Such evaluations will take place annually for those employees on a limited contract. Employees on a continuing contract will be evaluated once during each three-year period, or on a more frequent basis as determined by the immediate supervisor, should the employee's work performance show signs of regression.

#### ARTICLE 13 WORKING CONDITIONS

13.01 Calamity Days

On those days when school is canceled due to inclement weather or other calamity only the first shift custodians and maintenance worker shall report to work. These employees will be given compensatory time off at a later date within the same school year upon request. Compensatory days shall not exceed five (5) days during any one school year, except if the state grants additional calamity days which do not have to be made up, in this situation employees who work on calamity shall be granted an additional day of compensatory time for each additional day granted by the state. Compensatory days may not be accumulated from one year to the next.

13.02 Custodians Responsibility

After 5:00 p.m. any group in the school building must have a supervisor or teacher in charge. This person must remain in the building until all students have left. Custodians are given authority to evacuate the building of unsupervised activities after 5:00 p.m.

13.03 Uniforms

In addition to the classifications for which uniforms are currently being provided, uniforms are to be provided for mechanics as follows:

Upon the employee's request, the Employer will provide five (5) sets of uniforms for each custodian, mechanic, maintenance and cafeteria employee, or other classification as deemed necessary by the Employer, as initial issue. The Employer shall replace any item provided that it is worn out. The Superintendent shall decide whether an item is worn out. Such uniforms shall not be worn on non-duty time.

13.04 Job Descriptions

Job descriptions shall be prepared for each job classification. The job qualifications, description of duties and responsibilities, hours of employment and length of contract year will be clearly stated. The Employer agrees to consult with the employee before making any desired changes in the job description.

13.05 OAPSE Meetings

Upon proper notification (10 working days) to the administrator in charge, employees will be granted permission to attend the following OAPSE Meetings:

District OAPSE

All Union members employed by the Employer will be permitted to attend without loss of pay provided the school day is not disrupted.

Annual OAPSE Conference

Authorized delegates, no more than two, as well as any bargaining unit member who is elected to OAPSE District or State office, will be permitted to attend without loss of pay for the required number of days.

13.06 In-Service Day

The Employer may establish a mandatory in-service day prior to the beginning of school for all employees and shall compensate employees at their regular hourly rates of pay for attendance at such meetings.

**ARTICLE 14  
DISCIPLINE**

14.01 Disciplinary action shall be for just cause and may include:

1. Verbal warning
2. Written warning
3. Suspension Without pay
4. Reduction; or
5. Discharge from employment

14.02 The Employer agrees that principles of progressive disciplinary action will be followed with respect to minor offenses. The Employer, however, reserves the right to apply more severe discipline to employees committing major infractions.

Progressive discipline shall take into account the nature of violation and the employee's record of discipline.

14.03 Just cause for disciplinary action shall include, but shall not be limited to: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, failure of good behavior, any acts of misfeasance, malfeasance or nonfeasance.

14.04 The Employer agrees to follow the principles of due process in imposing disciplinary action against bargaining unit employees.

1. Prior to suspending or discharging an employee, the Employer shall schedule an informal conference to give the employee an opportunity to present his/her side of the story. At least forty-eight (48) hours prior to the conference the employee shall be given written specification of the charges, and a statement of the maximum possible discipline which may be imposed. The employee may be accompanied to the conference by a Union representative. Within seven (7) working days of the pre-disciplinary conference the Employer will issue a written report to the employee indicating what discipline, if any, it has determined to be appropriate. The decision of the Employer may be appealed by filing a grievance at Step 4 of the grievance procedure within five (5) working days of receipt of the written decision.

2. If the Employer determines that the Employee's continued employment prior to the pre-disciplinary conference poses a danger to persons or property or threat of disrupting operations, the Employer may suspend the employee pending the conference provided for in this article.

14.05 An employee wishing to contest a disciplinary action must use the grievance procedure.

**ARTICLE 15  
PERSONNEL FILES**

15.01 Employees shall have the opportunity to read any material which may be considered derogatory to the employee's conduct, service, character or personality before it is dated and placed in their personnel file. The employee shall acknowledge that he/she has read the material by affixing their signature to the copy to be filed and a copy shall be given to the employee. Their signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the employee.

15.02 Employees shall also have an opportunity to reply to such derogatory material in written statement to be attached to the filed copy. Employees shall be informed of any complaint by a parent and/or student which is directed toward that employee and which may become a matter of record. Derogatory material or complaints against the employee found unwarranted shall be removed from their file. Letters of reprimand or suspension shall be expunged from an employee's file following a three (3) year period of time. Any such letter of reprimand or suspension expunged, may be placed in separate files maintained by the district. Anonymous letters or material shall not be placed in a member's file nor shall they be made a matter of record.

15.03 Each employee shall have the right, upon request, to review the contents of their own personnel file. Letters of reference are to be considered confidential and shall not be viewed by the employee.

15.04 An employee shall have the right to representation with her/him at any and all disciplinary hearings or actions and/or reviewing their personnel file.

**ARTICLE 16  
LEAVE PROVISIONS**

16.01 Personal Leave

1. Personal leave shall be granted to allow an employee to meet personal obligations which cannot normally be taken care of at times other than scheduled work hours.
2. Four (4) days of personal leave may be granted per school year. Such days shall be unrestricted as to reason for use. Unused personal leave may be converted to sick leave once a year, at the beginning of each contract year.
3. At least two (2) working days prior to taking personal leave, the employee must request and receive approval for its use from the Superintendent. The Superintendent at his/her discretion may waive the two-working-day requirement.
4. Personal leave may not be used on the day before or the day after a holiday which is observed by the school, unless approved in advance by the Superintendent.
5. Personal leave may be used in increments of one-half (2) days so long as the time utilized under personal leave is continuous and uninterrupted. In no event will a driver be permitted to interrupt the running of any one route (AM or PM) or extracurricular trip for use of Personal Leave.

#### 16.02 Emergency Leave

If an employee finds that he has need of an emergency leave due to travel conditions, a mechanical failure, an accident in the family or an accident involving family property, he must notify the district office as soon as possible after the emergency arises. If the condition can be resolved within a reasonable time, the employee will report for duty. If the employee is absent from duty because of such emergency, his absence will not be deducted from sick leave. Leave of this nature will not extend beyond one day.

#### 16.03 Bereavement Leave

1. Leave may be granted in case of the death of a member of the employee's family or relative, as follows:
  - a. In the case of the death of a relative in the first degree (father, mother, mother-in-law, father-in-law, son, daughter, husband, wife, brother, sister, grandparent, grandchild, step-mother, step-father, step-child, son-in-law, daughter-in-law), for not more than five days.

- b. In the case of the death of a relative in the second degree (brother-in-law, sister-in-law, cousin, aunt, uncle, nephew, etc.), for not more than one day, except in any instance the Superintendent in his or her discretion may extend the one day any length of time within reason.
- c. In the case of death of a person not related to the employee, one-half day for the purpose of attending the funeral, except in any instance the Superintendent in his or her discretion may extend the one-half day any length of time within reason.

2. Leave granted in any of the above cases shall be deducted from sick leave accumulation.

#### 16.04 Sick Leave

1. Each employee shall be entitled to sick leave of one and one-quarter (1 1/4) work days with pay for each completed month of service, unused sick leave shall be cumulative up to two hundred twenty (220) work days. A beginning employee is advanced ten (10) days sick leave in compliance with the laws of Ohio. Employees who work on a contract of less than nine (9) months per year will earn sick leave only for those months actually worked.

2. An employee who transfers from one public agency in Ohio to another shall be credited with the unused balance of his accumulated sick leave. To receive such credit, a new employee shall present to the Treasurer a certificate from the public agency in Ohio for which the employee most recently worked, stating the number of days of unused sick leave credited to that employee at the time of employment termination.

3. Employees may use sick leave, upon the approval of the Superintendent, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, pregnancy, or due to illness, injury or death in the employee's family. Use of sick leave on a half-day basis is authorized by the Employer. This section shall apply to those employees who can not work due to having not received a medical waiver to work from the State of Ohio.

4. When an employee is absent because of an accident incurred in line of duty or because of occupational disease, such employee shall have his sick leave accumulation reduced by the number of days for which the Employer pays compensation beyond that paid by State Industrial Commission.

5. Credit of previously accumulated sick leave of an employee separated from the public service will, upon re-employment of the individual in the public school, be provided if such re-employment takes place within ten (10) years of the date on which the employee last terminated service.

6. When an employee is kept from duty not on account of personal illness but by reason of quarantine ordered by the Board of Health, leave shall be granted under the same terms and conditions as though for personal illness, i.e., such quarantine counts the same as personal illness.

7. After five (5) consecutive days of sick leave, an employee must present a doctor's excuse justifying continued use of sick leave.

8. Any bargaining unit member who uses four (4) or less leave days per year (which includes all leave days other than vacation, as well as days off without pay, disciplinary suspensions and unpaid leaves of absence), shall receive a bonus according to the following table, payable within thirty (30) days of the last day of school. For purposes of this section, a year is defined as June 16 through June 15. All applicable taxes shall be deducted.

<u>Number of days missed</u>	<u>Bonus</u>
4	\$250
3	\$275
2	\$300
1	\$325
0	\$350

#### 16.05 Maternity Leave

Maternity leave of absence may be extended to employees who become pregnant, subject to the following provisions:

1. As a general rule, pregnant employees will be eligible to take up to six (6) weeks of sick leave following the date of the actual birth. Pregnant employees can continue on sick leave beyond the normal six-week period only if there is a continuing medical problem. Pregnant employees are also eligible to take sick leave prior to the birth, beginning on a date determined by the employee acting upon the advice of her attending physician.

2. A pregnant employee may secure a maternity leave of absence by submitting a written request to the Employer at least thirty (30) days in advance of the date she anticipates the leave will begin.

3. In all cases, an employee shall present a doctor's certificate before returning to official duty, stating that she is able to resume regular work.

4. An employee on maternity or child care leave of absence must notify the Employer in writing at least fifteen (15) days prior to his/her intended return to work, except that if the employee intends to return to work at the beginning of a school year, he/she must give written notice at least thirty (30) days prior to the first day of school. Should the employee fail to so notify the Employer, it shall be assumed that she does not plan to return to the job.

5. An employee who has been on maternity leave shall be reassigned the position she held prior to taking maternity leave.

#### 16.06 Child Care Leave

1. Employees who become new parents through birth or adoption of a child may take an unpaid child care leave for up to ninety (90) total calendar days. For mothers who are taking maternity (sick) leave, child care leave must begin as soon as sick leave is no longer being taken.

2. In all other situations, child care leave must begin no later than six (6) weeks following the birth or adoption of the child. Child care leave must be taken consecutively, except that a parent may take child care leave for the first two weeks right after the birth, and then take additional child care leave at a later date beginning up to six (6) weeks following the birth.

3. Notice of requested child care leave must be given to the Employer at least thirty (30) days in advance, unless there are emergency circumstances. Notice of return from leave is governed by Section 16.05(4) above.

#### 16.07 Leave of Absence

1. An unpaid leave of absence may be granted by the Employer to an employee on the recommendation of the Superintendent. All requests for leave will be made in writing and shall be dated the same day that the request is submitted. Requests for leave will be submitted through the office of the Superintendent two weeks prior to the next regular meeting of the Board of Education.

2. (a) The Employer may grant a leave of absence for a period of not more than one (1) year (renewable for one year) for educational, professional, or other purposes.

- (b) The Employer shall grant a leave of absence for a period of not more than two (2) years where illness or other disability is the reason for the written request.
- (c) The Employer may grant an additional leave of absence for a period of not more than two (2) years where illness or other disability is the reason for the written request, upon a satisfactory showing of the need for such additional leave by the ill/disabled bargaining unit member.
3. Employees on authorized leave of absence shall be considered as maintaining the characteristic of continuity of service.
4. In all cases of leaves of absence, the employee shall give notice of his/her intent to return to the former position at least thirty (30) calendar days prior to the expiration of the leave. Upon expiration of the leave, such employee shall be assigned to either his/her former position or to a position within his/her former classification and hours.
5. Failure to report to duty following the expiration of a leave of absence, unless additional absence is authorized, may be considered by the Employer as termination of the contract by the employee.
6. Any employee taking a leave from work without prior approval of the Employer shall be suspended without pay until an informal hearing is held at the next regular meeting of the Board of Education.
7. An employee granted an unpaid leave of absence for medical reasons only must exhaust all available sick leave and vacation leave at which time the Employer agrees to retain the employee in the group medical coverage with the customary Employer and employee payments for a period not to exceed the lesser of one year or the time when the employee can return to regular duty. Should the leave of absence extend beyond one year the employee will be encouraged to seek disability retirement (if eligible) as a means of restoring income. Employer share of payment of medical premiums will be limited to one year and will cease upon the first anniversary date of the leave of absence.

#### 16.08 Military Leave

2. request supported by an honorable discharge and competent proof that said applicant is fully qualified to perform the duties of said position.
2. Paid leave of absence will be granted every employee on military duty not to exceed thirty-one days in any one calendar year, whether voluntarily taken or by military order and whether consecutive days or in broken lot of days to which an individual might be entitled. This includes active and temporary military duty in the U.S. Armed Forces, reserves, Ohio National Guard, or militia.

16.09 Assault Leave

1. An Employee who is absent, due to injury or temporary disability resulting from assault related to the performance of the employee's duties, shall be eligible to receive assault leave. Upon determination of eligibility by the Employer, such leave shall be granted for a period not to exceed thirty (30) calendar days. The leave will become effective upon delivery to the Treasurer of a signed statement on forms prescribed by the Treasurer. Such statement will indicate the nature of the injury, the date of occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault and the willingness of the employee to participate and cooperate with the Employer pursuing legal action against the assailant(s). If medical attention is required, the employee shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

2. Full payment for assault leave, less worker's compensation and any other Employer-approved financial remuneration, shall not exceed the employee's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. Falsification of information of employment is grounds for dismissal.

3. When an employee exhausts the assault leave, he/she may use sick leave. If the sick leave and assault leave provided herein become exhausted, the employee may apply for further assault leave. The Employer shall determine if additional assault leave is to be granted. If the assaulted employee becomes eligible for benefits under the School Employees Retirement System because of any disability or because of age, or where the employee's employment by this district ceases, this leave provision shall no longer apply.

16.10 Jury Duty and Court Leave

1. Any employee shall be entitled to leave without loss of pay for any time employee is required to perform jury duty. The Employer shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

2. Any employee who is required to appear as a witness under subpoena before a court in a civil, criminal or administrative proceeding shall be granted necessary paid leave. The employee shall be paid the difference between his/her regular compensation and the remuneration, if any, less expenses for meals and parking.

for the court appearance. Employees who are either the plaintiff in an action or the cause of the action shall not be eligible for compensation under this section.

ARTICLE 17  
PAID HOLIDAYS

- 17.01 For the following legal holidays all employees are entitled to be paid their regular salary or regular rate of pay, provided each such employee accrued earnings on the preceding and following scheduled work days.

- 17.02 Paid holidays for eleven and twelve month employees are New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Those employed on a nine or ten month basis are entitled to the same paid holidays except Independence Day. Employees who are employed less than nine months shall be entitled to a minimum of those holidays listed above which fall during the employee's time of employment. Veteran's Day will be celebrated as designated on the school calendar. If Veteran's day is not observed on the school calendar as a "day off," the employees will be compensated for their regular hours [not to exceed eight (8) hours] at the employee's regular rate of pay.

- 17.03 The Employer will pay twelve month employees holiday pay for the day before Christmas and the day before New Year's as well as all other holidays outlined in Section 17.02 above and those included on the official school calendar.

- 17.04 When an employee is required by his supervisor to work on any of the paid holidays, he shall be granted his option of receiving premium pay of time and one-half his regular daily rate of pay or compensatory time off for which he shall be paid regular salary.

- 17.05 Mechanics and Custodial and Maintenance employees have the option of working on Good Friday and Presidents' Day and getting paid for those days, or of not working on those days and not getting paid. Employees must give at least two (2) working days notice to their immediate supervisor of whether or not they will be working on each of those days. Mechanics and Custodial and Maintenance employees who do not work on one or more of those days will not have those days counted against their total for purposes of the leave incentive plan.

ARTICLE 18  
SEVERANCE PAY

- 18.01 In accordance with the provisions of Section 124.39 O.R.C. all school employees having ten or more years of service credit shall receive payment based on the employee's rate of pay at retirement for one-fourth of the employee's accrued but unused sick leave to a maximum of thirty-two (32) days pay in the first year of this agreement, thirty-four

(34) days pay in the second year of this agreement, thirty-six (36) days pay in the third year of this agreement. In addition the Employer agrees to pay one and one-half (1 1/2) days of additional severance pay for every three years of continuous employment leading up to retirement. To be eligible an employee must actually retire under SERS within 180 days of his/her last date of paid service.

18.02 The Board of Education will pay to the estate of an employee who dies in the employ of the school district any severance pay, as provided in Article 18.01, to which the employee would have been entitled had the employee retired immediately prior to the death.

#### ARTICLE 19 PAID VACATION

19.01 All employees who work on an eleven or twelve month basis shall be granted paid vacation, excluding legal holidays as follows:

- 1 through 8 years service - 2 weeks vacation
- 9 through 18 years service - 3 weeks vacation
- 19 or more years service - 4 weeks vacation

19.02 Twelve (12) month employees shall be permitted to take one or more weeks vacation during winter months provided no more than one employee, per classification, per building, uses vacation at the same time. Should more than one employee, in a given classification and building, request to use vacation at the same time, the senior employee will be permitted to take vacation. The employee shall notify the administration seven (7) days in advance of such vacation time. This notification time may be shortened by the Superintendent.

19.03 Vacation leave for eleven and twelve month employees only can be accumulated up to a maximum of thirty (30) days. The Treasurer shall keep a vacation leave record card in his files for each employee entitled to this benefit.

19.04 An employee who is hospitalized or has a death in the family while on vacation may request sick leave time in place of vacation time. This request will be granted if verification is provided to support the request.

#### ARTICLE 20 WAGES

##### 20.01 General Provisions

1. The Employer agrees to pay the second shift custodians a shift differential of 15 cents on the hour for second shift hours only.

2. Salaries of non-teaching personnel cannot be decreased during the term of a contract unless such decrease is part of a uniform plan affecting all employees and the entire district.

3. When the Employer collects rental on properties for use of a building, and additional time is required for the janitors and cooks because of such rental, the employees doing such work shall be paid time and one-half of their regular hourly rate for such extra hours worked, and double time on Sundays and holidays.

4. Union employees will receive time and one-half salary payment for all hours worked in excess of forty (40) hours per week.

5. An employee who is employed a minimum of one hundred twenty (120) days during a school year (September 1 through August 31) shall be entitled to the next higher increment step in his classification providing he has been re-employed and has not reached the maximum step.

6. Should kindergarten routes be re-established the salary rate will be \$1.00 per hour higher than regular hourly rate.

7. Employees shall be rewarded for continuous service through the payment of longevity pay. Longevity pay shall be paid in conjunction with the completion of the following years of continuous uninterrupted service by an employee:

Year 10 through year 14-	\$100 annually
Year 15 through year 18-	\$200 annually
Year 19 through year 20-	\$300 annually
Year 21 and beyond	\$400 annually

These amounts do not compound or add up from year to year but are rather an annual payment of the specified amount. Payment of the amount shall be included in the last pay of November following the satisfaction of the completion of years of service requirement.

## 20.02 Wage Schedule

1. Wage schedules are attached to this Agreement as Appendix A. They contain the following increases:

Effective with the date the Contract is ratified  
Across-the-board increase of 31 cents per hour.

Plus bonus of 31 cents times regular contract hours from 9/1/04 through date of ratification.

Effective 6/01/05

In addition to across-the-board increase Mechanic to receive 25 cents per hour effective 6/1/05.

Effective 09/01/05

Across-the-board increase of 21 cents per hour.

2. In accordance with O.R.C. 3319.02, all employees shall receive, prior to July 1 of each year, a notice of the compensation to be received for the following year. Included in this notification shall be the anticipated number of hours to be worked at the regular rate of pay. This number shall not be a guarantee of the number of hours an employee will work.

### ARTICLE 21 SERS PICK-UP

21.01 The Employer agrees to pick up, utilizing the salary reduction method, contributions to the School Employees Retirement System paid upon behalf of the employees in the bargaining unit, at no additional cost to the Employer, other than as provided by law, under the following terms and conditions:

1. The amount to be "picked up" on behalf of each employee shall be as determined by SERS. The employee's gross annual compensation shall be reduced at no cost to the Employer by an amount equal to the amount "picked up" by the Employer for the purpose of state and federal tax only.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.

3. The pick-up shall become effective the first pay under this Agreement or 30 days after ratification of this Agreement by both parties, whichever is later, and shall apply to all compensation.

4. The parties agree that should the rules and regulations of the IRS or School Employees Retirement System (SERS) or other governing regulations change, thereby nullifying this procedure, the Employer will be held harmless and the parties agree that this Article shall be declared null and void, and to return, without penalty, to the former method of employee/employer contributions.

5. Payment for all paid leaves, sick leave, personal leave and severance, including unemployment and workman's compensation, shall be based on the employee's gross pay (Form W-2).

6. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

### ARTICLE 22 HOURS OF WORK

#### 22.01 Standard Work Week

1. The standard work week for full-time employees shall consist of five (5) days of eight (8) hours per day within the five (5) consecutive days Monday through Friday. Certain job classifications may have less than eight (8) hour day, example - cooks six (6) hours; educational aides, seven (7) hours; bus drivers, hours will vary according to length of the bus route. Field trips shall be paid at the field trip rate, regardless of total hours worked.

#### 22.02 Overtime

1. Employees may be required to perform such extra service as may be necessary in meeting the normal demands of school operation, including the extracurricular program and parent-teacher activities for which no fees are collected. Employees required to work beyond their normal hours of employment will receive compensation at the rate of one and one-half times their regular hourly rate.
2. When offering employees overtime, such overtime shall be granted, by seniority, on a rotating basis, to the employees in the department, school or office in which the work is to be done. After the senior employee accepts the overtime, the next available overtime shall then be offered to the next most senior person in that

department, school or office. Should the senior employee reject the overtime, overtime shall then be offered to the next most senior person in that department, school, or office. (Bus drivers are excluded from this provision.)

3. No employee shall work overtime unless specifically authorized by his/her immediate supervisor.

## 22.03 Classification Pay

1. The Employer agrees that if any employee is requested to and does perform work that normally is performed by an employee holding a higher paid classification, such employee shall receive the rate of pay normally paid the higher paid classification.
2. Any such assignment shall be for a short duration, as to replace an employee on vacation, or prolonged (two weeks or more) sick leave.
3. Employees shall receive pay at one and one-half (1 2) times their regular rate of pay for the time that the employee is placed in charge of a classroom as the result of an emergency situation. This pay will not apply to employees whose normal assignment is to perform such duties (Example: Library Aide, Study Hall Monitor).

- 22.04 Cooks assigned to work in the morning breakfast program will work one (1) additional hour at their classification pay as long as the program continues in its present form, until the program is modified to meet the requirements of the students and the program sponsors, or until otherwise negotiated between the Board and the Union. Cooks will work as assigned to the program. The rate of pay for extra hours shall be regular/straight time pay. This provision only applies to the morning breakfast program.

## ARTICLE 23 INSURANCES

### 23.01 Medical Insurance

In the first year of the Contract, the Employer will pay all but \$10.00 of the employee's single monthly premium and \$20.00 of the family monthly premium for insurance.

In the second year of the Contract, the Employer will pay all but \$15.00 of the employee's single monthly premium and \$30.00 of the family monthly premium for insurance.

This plan will provide benefits which are equal to the benefits provided to other bargaining units of the Board of Education at effective date of this agreement or the coverage provided herein, whichever is greater.

The following schedule of benefits will apply

### SCHEDULE OF COMPREHENSIVE MAJOR MEDICAL EXPENSE BENEFITS

SECOND SURGICAL OPINION BENEFIT	100% OF REASONABLE CHARGE
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PRESCRIPTION DRUG BENEFIT (OPTIONAL)	100% OF REASONABLE CHARGE
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### DEDUCTIBLE PER PRESCRIPTION

GENERIC FORMULARY BRAND NAME	\$0
NON FORMULARY BRAND NAME	\$15.00
	\$30.00

### ALL OTHER COVERED CHARGES:

#### CALENDAR YEAR DEDUCTIBLE

PER COVERED PERSON	\$150
PER COVERED FAMILY	\$300

### BENEFIT PERCENTAGES (PER PERSON)

FIRST \$2,500 OF MEDICAL EXPENSES	90%
EXCESS DURING CALENDAR YEAR	100%

MAXIMUM LIFETIME BENEFIT	\$1,000,000
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Charges for Outpatient treatment of mental/nervous disorders, alcoholism and/or drug addiction are limited to a maximum covered charge of \$45 per day and a benefit maximum of \$1,200 per calendar year. Such charges will always be payable at 90% and never at 100%.

SCHEDULE OF DENTAL BENEFITS

CALENDAR YEAR DEDUCTIBLE  
TYPE I SERVICES

NONE

TYPE II & III SERVICES COMBINED

\$25 PER PERSON  
\$75 PER FAMILY

ORTHODONTIC SERVICES

NONE

BENEFIT PERCENTAGES

TYPE I SERVICES

100% OF REASONABLE CHARGE

TYPE II SERVICES

80% OF REASONABLE CHARGE

TYPE III SERVICES

50% OF REASONABLE CHARGE

ORTHODONTIC SERVICES

50% OF REASONABLE CHARGE

MAXIMUM BENEFIT PAYABLE PER CALENDAR YEAR

TYPE I, II, & III SERVICES COMBINED

\$750 PER PERSON

MAXIMUM LIFETIME BENEFIT

ORTHODONTIC SERVICES

\$500 PER PERSON

SCHEDULE OF VISION BENEFITS

VISION EXAMINATION

FEE CHARGED

DEDUCTIBLE PER EXAMINATION

\$10

LENSES (per pair)

\$100

FRAMES

\$100

CONTACT LENSES (per pair)

NECESSARY

\$1.75

COSMETIC

\$80

(In lieu of lenses and frames)

Note: The amount for a single lens is 50% of the amounts shown for a pair of lenses.

**ARTICLE 24**  
**DUES DEDUCTION**

- 23.02 Dental Insurance  
The Employer will pay 100% of the employee's monthly premium toward a single or family dental plan.
- 23.03 Prescription Drug Insurance  
After payment of applicable co-pay, the Employer will pay 100% of the employee's monthly premium for this benefit. The employee co-pay is \$0 for generic prescriptions, \$15.00 for formulary brand name and \$30.00 for non-formulary brand name prescriptions.
- 23.04 Vision Care Insurance  
The Employer will provide a Vision Insurance Plan selected by the Employer. The Employer will pay 50% of the premium with the employee paying 50%. This is an optional plan and any employee may participate. Effective 30 days after ratification by both the bargaining unit and approval by the Employer or September 1, whichever is later.
- 23.05 Enrollment  
Membership in the insurance plans will normally begin on September 1 of the year of employment. Employees shall have the option to enroll at any time insurance is needed as a result of an emergency contingent upon the insurance company approval of such enrollment.
- 23.06 Effective January 1, 1996 the Board will provide each employee a \$5000 life insurance policy at no cost to the employee.
- 23.07 Section 125 Plan  
The Board of Education will institute a Section 125 Plan, under Internal Revenue Code, for premium paid by the employees for insurance premiums. This section 125 plan will be effective thirty (30) days after ratification of this agreement.
- 23.08 The Board of Education and the Association agree that pre-admission/post-admission notification program (Medillium III) shall be added to the current health plan. Instructions for using the program shall be added to the booklet and shall be made available to each member.
- 24.01 The Employer agrees to deduct from wages of employees the payment of dues or fees to the Union. Authorization must be submitted to the Board Treasurer by September 1.
- 24.02 If the amount has been changed from the previous year, then, by September 1 of each year, the Union will notify the Board's Treasurer as to the total amount of dues or fees to be deducted. Such notification shall be in the form of a letter signed by the Union President.
- 24.03 Monthly payroll deductions shall be forwarded to the Treasurer of the State Association within fifteen (15) days after the deductions are made, along with an accounting as to each amount withheld and from whom it was deducted.
- 24.04 Deductions will be made in twenty-six (26) equal deductions beginning in September.
- 24.05 The authorization for payroll deduction of dues shall be continuous and shall be revocable only during the second full week of July of each year by submitting written notification to the Board Treasurer and the local Union Treasurer.
- 24.06 The Employer agrees not to honor any dues deduction authorizations of non-teaching employees executed in favor of any other labor organizations, as long as OAPSE Local 339 retains recognition.
- 24.07 Sixty (60) days following initial employment the Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of Local 339 of the Ohio Association of Public School Employees, a fair share fee for the Union's representation of such non-members. The amount of the annual fair share fee shall be 100% of the unified dues of the Union.
- 24.08 The Treasurer shall, upon notification from the Union that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deductions. The deduction of said amounts shall commence on the first pay date occurring on or after 45 days from termination of membership.
- The Union represents to the Employer that an internal rebate procedure has been established and will be given to each member of the bargaining unit who does not join the Union and that 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.

- 24.09 Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

24.10 Voluntary PEOPLE Deduction

The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

- 24.11 The Union agrees to indemnify and hold harmless the Employer and the administration for any claims of improper or excess deductions. In the event a refund is due a unit member, it shall be the responsibility of the Union to make such refund.

ARTICLE 25  
BUS DRIVERS AND BUSES

25.01 Payment of Drivers

A bus driver's total driving time for the day will be rounded up to next 2 hour plus 45 minutes/day for pre-trip fueling, sweep out, and bus washing when necessary.

25.02 Parking of Buses

1. If the distance between the first or last pick up on the route and the Board of Education's offices is shorter, the bus shall be parked at the bus garage.
  2. If the distance between the initial pickup or last pick up and the residence of the driver is shorter, the bus may be parked at the residence of the driver.
- Notwithstanding items 1 and 2,
3. Buses driven by drivers who reside within the village limits or within a one-mile radius of the village limits shall be parked at the bus garage.

4. Buses driven by drivers who reside outside the geographical area of the District shall be parked at the bus garage.

In extraordinary circumstances, the Superintendent may allow an exception to this requirement. The decision of the Superintendent is non-grievable.

25.03 Field Trips

1. Extracurricular activity trips to be paid through the Board's general fund will be at the following rate:

0 - 30 miles - round trip	\$ 30.00
31 - 60 miles - round trip	40.00
61 - 120 miles - round trip	50.00
121 - 180 miles - round trip	60.00
181 and beyond	70.00

2. Extracurricular activity trips paid through student activity funds will be at the rate of the current minimum wage plus .575 cents per hour. Regular drivers will be given priority in assignments of away activities.
3. The transportation coordinator shall select the driver from among the list of drivers who signed up to drive extra trips prior to the start of the school year.

The board will post trips two (2) weeks in advance so that selection can be made from that posting; in the case that a trip has inadvertently been left from the list or is scheduled on short notice such trip shall be exempt from the two (2) week posting requirement.

Selection will be on a rotating basis from a list based upon seniority, and the assignments shall be as equally distributed as possible with the transportation coordinator keeping a log of the trips assigned. A copy of the log will be provided to the Union President, upon request, and a copy will be posted in the bus garage. These copies shall be updated no less than monthly.

Drivers shall have the option of driving their regular route or accepting an extra trip that might conflict with their regular route on those trips paid from the Employer's general fund.

On extra trips drivers will be compensated from Caldwell school pick-up to Caldwell school drop-off.

4. Bus drivers will be offered the opportunity to drive trips to all home games. Drivers will be paid \$15.00 per game.
5. If members of an extracurricular activity wish to request a specific bus driver for the activity trip, the request will be honored and an exception will be made to the rotation set forth in Subsection 3 above. The driver will be charged on the roster with taking the trip. The Employer will insure that all drivers are offered an equal number of opportunities to drive extra trips each year.

#### 25.04 Miscellaneous

1. The Employer will provide cleaning supplies for the school buses.
2. Every driver, regular and substitute, shall gas and clean up his/her bus at the end of his/her trip.

### ARTICLE 26 MISCELLANEOUS

#### 26.01 Food Service

When a supervisor or employee believes there is need for extra help in the food service area, he/she may request that the building administrator review the situation. If the building administrator determines extra assistance is needed he/she shall request the Superintendent to assign additional personnel. It shall remain the sole discretion of the Superintendent to determine whether to assign additional personnel.

#### 26.02 Duty-Free Lunch

All full-time employees within the bargaining unit shall be granted a duty-free thirty (30) minute lunch period.

#### 26.03 Activity Pass

Employees will pay a \$2.00 activity fee in return for a general admission season ticket to all sponsored school activities.

#### 26.04 Mileage

Employees required to use their personal vehicle for school use shall have their mileage paid at the current Internal Revenue Service authorized rate per mile. The rate of reimbursement will be the current Internal Revenue Service authorized rate per mile. Any change in the rate of reimbursement will apply for mileage driven on or after the date upon which the IRS makes the decision to change the IRS authorized rate per mile.

#### 26.05 Non-Discrimination

The parties have agreed that they will work together to prevent any discrimination as to race, creed, color, national origin or ancestry, age, handicap, or sex in hiring practices and assignment to job and selection for upgrading.

26.06 The Employer agrees to pay the cost for fingerprinting involved in bus driver re-certification up to \$15.00 for each statutorily required re-certification.

26.07 The Employer agrees to pay the cost for a test, on one occasion, for an employee in an aide position, if the employee is required to take the test in order to retain their position in the district.

26.08 The Caldwell Board of Education agrees to consult with a committee of four (4) classified employees, selected by the Ohio Association of Public School Employees Local 339, in the formation phase of the annual school calendar. Final authority for the establishing and adoption of the school calendar rests solely with the Board of Education.

### ARTICLE 27 NO STRIKE -- NO LOCKOUT

27.01 The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of the educational process or the Employer's operations during the life of this Agreement. Any employees engaging in a strike, slowdown, stay-in or other curtailment or restriction of the educational process or the Employer's operations during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge. Disciplinary action including discharge taken by the Employer shall be subject to the grievance procedure. In the event of a violation of this paragraph, the Union agrees to take affirmative action with the employees concerned, such as letters, bulletins, telegrams, fines, or employee meetings, to bring about an immediate resumption of work.

27.02 During the term of this Agreement, the Employer agrees that it will not lock out its employees.

## **ARTICLE 28** **DRUG AND ALCOHOL TESTING FOR TRANSPORTATION PERSONNEL**

28.01 Beginning January 1, 1996, the Board shall conduct drug and alcohol testing in accordance with Department of Transportation standards issued in regard to the Omnibus Transportation Employee Testing Act of 1991. The cost of the testing will be borne by the Board of Education. Should an employee test positive under the practice, the following procedure shall be followed:

1. An employee who tests positive for drugs and/or alcohol shall be terminated immediately. The Board will make available to the employee information required to determine if the employee has a drug and/or alcohol problem. An employee will not be terminated if he or she receives a "positive" test as the result of strictly an administrative reason not based upon a positive test.
2. An employee who notifies the Board of Education prior to any positive drug or alcohol test that he or she believes that they have a problem with drugs or alcohol will be afforded the opportunity to enter a rehabilitation program. If the employee successfully completes the rehabilitation program, he or she will be restored to his or her employment with the Board of Education.
3. The cost of rehabilitation shall be borne by the employee or the employee's medical insurance, if applicable.
4. Should the employee have sufficient sick, personal, or vacation days to cover his/her absence during this period the employee may apply these days toward the period of absence.
5. Should the employee not have sufficient paid days off to complete the period of absence during his/her period of rehabilitation, the employee shall be granted a leave of absence in accordance with Article 16.07, Leave of Absence, of this Agreement.
6. Upon successful completion of this rehabilitation program the following procedure shall be followed:
  - a. The employee must provide the Board of Education with written documentation from a licensed physician which indicates that the employee is able to return to work.

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- b. The employee must provide the Board of Education with written documentation from the director of the rehabilitation program in which he/she has been enrolled that they are able to return to work.
- c. Should the employee test positive after completion of the rehabilitation program, he/she shall be terminated.

## **ARTICLE 29** **COMPLETE AGREEMENT, SEVERABILITY AND WAIVER OF NEGOTIATIONS**

29.01 Complete Agreement

This Agreement supersedes all previous oral and written agreements between the Employer and the Union and between the Employer and any employee within the collective bargaining unit. The parties hereby agree that no prior agreement, amendments, modifications, alterations, additions or changes, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the employees covered by this Agreement.

29.02 Severability

If any provision of this Agreement is contrary to law, then that provision shall be deemed invalid; all other provisions shall continue in effect.

29.03 Waiver of Negotiations

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations, and that the Union and the Employer expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement.

## **ARTICLE 30** **DURATION**

30.01 This Agreement shall become effective on the date of ratification and shall remain in force through and including August 31, 2006.

30.02 Negotiations for a successor contract will open by mutual agreement after February 1, 2006 but no later than 60 days prior to the expiration of the contract.

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Signed by authorized representatives of the parties on this 12th day of May, 2005.

Caldwell Exempted Village Schools  
District Board of Education

Ohio Association of Public School  
Employees, AFSCME/AFL-CIO  
Local 339

*William H. Bulech*  
Superintendent

*Stacy W. Powell*  
President

Treasurer

*James D. Allen*  
Board President

# APPENDIX A CALDWELL BOARD OF EDUCATION CALDWELL, OHIO

Classified Salary Schedule  
Hourly Rate  
Effective: May 13, 2005

Classification	Experience 0	Experience 1	Experience 2	Experience 4
Bus Driver	\$ 10.91	\$ 11.23	\$ 11.54	\$ 11.74
Head Cook	9.53	9.81	10.08	10.28
Cook	9.29	9.57	9.85	10.05
Head Custodian	10.02	10.30	10.57	10.77
Custodian	9.91	10.18	10.45	10.65
Custodian 2nd shift	10.06	10.33	10.60	10.80
Maintenance	10.73	11.04	11.37	11.57
Aides	9.36	9.63	9.91	10.11
Secretary	10.23	10.51	10.78	10.98
Cashier	8.57	8.72	8.92	9.12
Mechanic*	10.93	11.13	11.33	11.53

\* This schedule does not include the \$0.25 increase that is effective 6-1-05

## APPENDIX A

Appendix B

Sample  
 OAPSE Grievance Form -Caldwell Exempted Village School District

**Remedy requested** \_\_\_\_\_

Date	Signature of Grievant
Supervisor's Response (level two)	(May attach additional sheet (s))

Date \_\_\_\_\_

Signature of Supervisor \_\_\_\_\_

Propositions or amendments to the  
 Refer to Level Three (Superintendent)  
 Withdrawn

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

Response of Superintendent (May attach additional sheet(s))  
(level three) \_\_\_\_\_

Date \_\_\_\_\_

Signature of Superintendent \_\_\_\_\_

[illegible]

**Signature**  
Date response of Board of Education (May attached additional sheet(s))  
(level four)

**Date** \_\_\_\_\_

**Signature of Board Representative** \_\_\_\_\_

Disposition of Grievant or Union Refer to Level Five (Arbitration)	Withdrawn

Date	Signature of Grievant
Date	Signature of Union President

MEANS, BICHIMER, BURKHOLDER & BAKER  
Co., L.P.A.

ATTORNEYS AT LAW

2006 KENNY ROAD

COLUMBUS, OHIO 43221-3502

(614) 485-2010

FACSIMILE (614) 485-2019

JOHNSTON H. MEANS  
RAYMOND A. BICHIMER  
JOHN C. BURKHOLDER  
ROBERT T. BAKER  
RETIRED

ROBERT G. STAFFORD  
CRAIG D. LEISTER  
ROBERT M. MORROW  
RICHARD W. ROSS  
DENNIS J. MORRISON\*  
M. SCOTT HARPER, JR.  
NICOLE M. DONOVSKY  
LISA M. McCLURE  
ELIZABETH L. MILLER  
\*ALSO ADMITTED IN NEW YORK

August 19, 2005

State Employment Relations Board  
Attn: Clerk  
65 E. State Street, 12th Floor  
Columbus, Ohio 43215

STATE EMPLOYMENT  
RELATIONS BOARD  
2005 AUG 22 P 2:50


Re: Caldwell Exempted Village School District Board  
of Education and the Ohio Association of Public School  
Employees AFSCME Local #4/AFL-CIO and its Local #339

Enclosed please find the most recent Collective Bargaining Agreement between the  
above parties, effective through August 31, 2006. Please return a time-stamped copy of the  
cover page in the envelope provided.

Thank you for your assistance.

Sincerely,

MEANS, BICHIMER, BURKHOLDER & BAKER CO., L.P.A.

  
Richard W. Ross

RWR:vjr  
Enclosures

cc: William Brelsford