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# **MASTER AGREEMENT**

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**between the**

**CLOVERLEAF LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and**

**OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES, LOCAL #371**

**Effective July 1, 2015, through June 30, 2018**

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## **ARTICLE 1 – PREAMBLE**

- A. This Agreement, entered into by the Board of Education of the Cloverleaf Local School District, Medina County, Ohio, (hereinafter referred to as the “Board” or “Employer”) and the Ohio Association of Public School Employees, American Federation of State, County, and Municipal Employees AFL-CIO, and its Local #371 (hereinafter referred to as the “Union”), has as its purpose the mutual satisfactory relationship between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences which may arise; and the establishment of rates of pay, hours of work, and those other items mutually agreed upon.
- B. The Board retains those rights of management as set forth in O.R.C. §4117.08(C).

## **ARTICLE 2 – RECOGNITION**

- A. The Board recognizes the Union as the sole and exclusive bargaining representative of all regular classified personnel of the Cloverleaf Local School District. Classified personnel shall include:
1. All forms of paraprofessionals;
  2. Bus drivers;
  3. Food service personnel;
  4. Operations personnel;
  5. Secretarial personnel;
  6. Mechanic; and
  7. Mechanic’s helper.
- B. It shall exclude the following:
1. Director of Buildings and Grounds;
  2. Assistant to the Director of Buildings and Grounds;
  3. Director of Transportation;
  4. Assistant Director of Transportation;
  5. Head Mechanic;
  6. Director of Food Services;
  7. Treasurer; and
  8. The following employees assigned to duties in the office of the Superintendent and the office of the Treasurer:  
Secretary to the Superintendent  
Secretary to Assistant Superintendent  
EMIS  
Assistant Treasurer  
Payroll Clerk  
Bookkeeper

- C. This exclusive recognition of the Union shall continue unless a petition is filed and a change is made in accordance with O.R.C. Chapter 4117.

### **ARTICLE 3 – EMPLOYEE RIGHTS**

A. Non-Discrimination

1. The parties agree they will work together to prevent any discrimination as to race, color, religion, sex, natural origin, ancestry, age or handicap, in wages, hours or conditions of employment.
2. Individuals have the right to join or not to join the Union.

B. Personnel Files

The employee shall have the right to inspect his/her personnel file. The right to inspect granted under this Article shall be regulated as follows:

1. All personnel files shall be filed in the Central Offices. Only material in the personnel file or other relevant information that has a direct bearing on the employees assignment (e.g., recent driving record additions, unreported criminal convictions, etc.) shall be used for disciplinary reasons.
2. No access to personnel files will be permitted unless the employee first makes an appointment with the Superintendent/designee.
3. A request for an appointment will be granted as soon as is practicable and in no event more than three (3) working days after such request is received. Employees shall be entitled to Union representation when viewing their files.
4. All personnel records shall be kept up to date and on file for reference at all times. Each employee has the responsibility to supply current information to the Superintendent on items such as health certificate and tuberculosis chest X-rays or tests.
5. No data may be physically removed from the file of the employee. Information may, however, be copied at a cost to the employee not to exceed ten cents (10¢) per page.
6. Information supplied or requested prior to the employment of the employee may not be inspected pursuant to this Article. The employee, upon request, shall be informed if such material is in their personnel file.



7. Each employee shall be given a copy of all material which is directed toward that individual and is subject to inspection under this Article prior to such material becoming a part of the individual's personnel file.
  8. Each employee shall have the opportunity to reply to such written material in a written statement which shall be attached to and become a part of the personnel file.
  9. Anecdotal records, reprimands, and letters from parents or school officials or other school personnel as long as such records, reprimands or letters do not establish a repetitive type of behavior, shall be removed from the personnel file after three (3) calendar years.
  10. Anonymous letters or materials shall not be placed in any individual's files nor shall they be made a matter of record. Each item included in the file from officials of the school district shall be dated and signed by those who submitted such items for the file.
  11. Each employee who wishes to respond in writing to any item in his/her personnel file must do so within twenty (20) working days from the date the document in question is included in their personnel file.
- C. All employees shall receive a current job description, which has been Board approved, for the position for which he/she is under contract to perform at the time of hiring. Employees shall sign a copy of the job description as acknowledgment that it was received, and the document shall be placed in their personnel file.
- D. The Board shall comply with the salary notice requirement in O.R.C. §3319.08.3. All employees shall receive a salary notice no later than one week before the start of school, which shall include the hourly rate, annual rate, and number of workdays.
- E. An increment on the salary schedule shall be granted for service in any classification(s) for at least one hundred and twenty (120) days during the contract year.
- F. Employees who change their classification by utilizing the provisions of this Agreement shall not be required to resign their current classification in the school district.

#### **ARTICLE 4 – UNION RIGHTS**

- A. The Union shall be permitted to use of a designated area of bulletin boards in school buildings. The Union shall be permitted use of the school mail service for distribution of notices to be posted in school buildings for all employees covered by this Agreement. The Union shall be permitted to use school buildings at no charge for Union meetings, so long as Board procedures for use of the buildings are properly followed. The Union shall have the right to use printers, copiers, and scanners in the District, but shall be limited to

no more than one hundred (100) single sided copies/prints per calendar month for official union business.

B. Outside the employee's regular duty hours, duly elected officers of the Union shall have access to all Board-owned buildings for the purpose of investigating bargaining unit members' complaints. Such investigations shall not interfere with duty assignments of any Board employee. The Union officer shall give prior notice to the building administrator and shall not disrupt the normal functions of the building nor meet with any employee during his or her assigned duty time.

C. Job Descriptions

The OAPSE President shall be furnished with a copy of the job description for each classification covered under the terms of this Agreement. When a new position is created and/or a substantial change is made to an existing position, the OAPSE President shall be notified and given a copy of the job description and its effective date. The job description shall be brought before the Labor Management Committee for discussion prior to presentation to and approval by the Board. The Union will be afforded the opportunity to give input and to negotiate the wage rate for any newly added position not already shown on the classified wage rate schedule.

D. The OAPSE President or designee shall be afforded an opportunity to meet with and to provide information to new hires into the bargaining unit.

#### **ARTICLE 5 – UNION SECURITY AND DUES CHECKOFF**

A. The Board agrees to deduct from or checkoff on wages of employees for the payment of dues to the Union upon presentation of a written authorization individually executed by any employee.

B. FAIR SHARE FEE

New employees who choose not to join the union shall pay to the union a fair share fee as a condition of employment with the employer. Current members of the union who withdraw or are removed from the union but retain their status as a bargaining unit member, shall as a condition of employment with the employer immediately begin paying a fair share fee. Such fair share fee shall not exceed dues paid by members of the union who are in the bargaining unit. The union shall notify the employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the union in the same manner except that written authorization for deduction of fair share fees is not required.

Members may request a hardship reduction by submitting a letter to the OAPSE Executive Director at anytime during the life of the contract.

- C. The union agrees that it will defend, indemnify and hold the employer, individual board members, administrators and other board personnel harmless from any claims, actions, demands, suits, damages, awards, fines and court costs by any employees or former employees arising from deductions made by the employer pursuant to this article.
- D. Monthly payroll deductions shall be forwarded to the State OAPSE Treasurer along with a copy of the names and amounts credited for deductions. A courtesy copy of the name roster with amounts credited shall be provided to the Local #371 at the same time it is forwarded to the State OAPSE Treasurer.
- E. Dues deduction authorization shall be continuous except that authorization may be withdrawn between September 14 and September 23 of the final year of the agreement. If dues deduction is not withdrawn during such period, it shall continue for successive periods of one year, provided the Treasurer and Board have abided by the process outlined in this Article in good faith.
- F. An officer of OAPSE shall be required to notify the school treasurer of any change in dues for the fall semester no later than August 15, or no later than December 15 for the spring semester.
- G. The Treasurer of the Board shall collect all Union dues by payroll deduction in twenty-six (26) equal installments. The Board Treasurer shall remit to the OAPSE State Office the W-2 wages of each employee for whom dues payroll deductions are to be made by March 1<sup>st</sup> of each year. The OAPSE State Treasurer will calculate the annual amount of dues, one time in August, for deductions to commence with the first payroll in September, in accordance with the formula (and membership list) to be supplied to the Treasurer by OAPSE not later than August 1 of each year.
- H. Employees may join the Union during the school year, and dues deductions shall commence with the first payroll following the Union's presentation to the Treasurer of the formula by which dues deduction calculations are to be made in equal installments for the employee, provided that such formula and necessary information is presented to the Treasurer at least two (2) weeks prior to the payroll from which the dues deductions are to commence.
- I. The Treasurer of the Board shall forward to the Union's State Treasurer the full amount of dues which have been deducted for a particular payroll period within ten (10) days following each such payroll period.
- J. The Board agrees to provide between July 1 and August 1 of each year a list of all employees on the payroll effective July 1, their hourly rate, annual rate, number of workdays, and number of hours to be worked. This report shall be sent to the State OAPSE Treasurer with a courtesy copy forwarded to the Local #371 president.

K. P.E.O.P.L.E. Deductions

The Board agrees to deduct voluntary contributions to the AFSCME International Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of any employee of the bargaining unit who submits an individual, voluntarily-executed authorization card. These deductions are to be made separate from dues deductions. The Board agrees to remit P.E.O.P.L.E. deductions to the Association, along with a list of those contributing and the amounts contributed.

**ARTICLE 6 – NEGOTIATIONS PROCEDURE**

A. Scope of Bargaining

Representatives of the Board and the Union will negotiate in good faith for all members of the bargaining unit on matters of: wages, fringe benefits, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this agreement and matters of union security.

B. Submission of Issues

If either party wishes to negotiate changes in this Agreement, it shall notify the other party in writing in the month of March of the year in which the Agreement expires. The request shall be in the form of a Notice to Negotiate filed with a representative of the other party and the State Employment Relations Board. The initial negotiations sessions shall be scheduled within fifteen (15) days after the Notice to Negotiate has been filed or at a mutually agreed upon time. At the initial meeting, the parties shall exchange an initial proposal which shall contain all items to be negotiated. After the initial meeting, no new items may be added to the agenda by either party, unless by mutual agreement.

C. Good Faith Bargaining

“Good Faith” negotiations, provided for in this document, includes, but not by way of limitation, reasonable positions on negotiable issues; willingness to reach agreement thereon; sound and full consideration of fiscal, professional and administrative judgment in setting forth, evaluating or declining to agree to proposals not accepted; abstention from the breach of existing agreements and from encouraging means of coercion; and refraining from unexplained changes in position and from raising new and additional issues calculated to avoid the reaching of an agreement; but not compel the parties to agree to a proposal or require the making of a concession.

D. Negotiating Teams

1. Each party in its sole discretion shall select a negotiating team of no more than six (6) members, one of whom may be the field representative. Neither party shall

have any control over the selection of the other party's team members. Each team shall select a spokesperson who shall be in attendance at each negotiating session unless otherwise agreed by the parties. For negotiation sessions, the Union shall be represented by no less than three (3) members to conduct an official session.

2. While no final Agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams.
3. If the Board or its designated representative desires to set a negotiating meeting during the normal school workday, all members of the negotiating team normally employed during those hours shall be paid for those hours at their regular rate.

E. Caucus

Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

F. Exchange of Information

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in development and evaluation of the proposals. Access to available information in such form as it may exist constitutes compliance with this provision; and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

G. Progress Reports

1. Prior to impasse being reached, any releases or statements to the news media must be approved in advance and, in the case of releases, signed by the spokesperson of each negotiating team.
2. Either party retains the right to issue general reports to its membership on the progress of negotiations.

H. Agreement

1. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement. Final agreement reached through negotiations shall be reduced to writing and submitted to the classified personnel represented by the Union for approval, and all of the Union negotiators shall recommend and urge approval.

Upon approval by the classified personnel represented by the Union, the Agreement shall be submitted to the Board for approval and all of the Board's negotiators shall recommend and urge approval. If approved by both parties, the Agreement shall then be signed on behalf of the parties and shall be adopted in resolution form by the Board of Education and become part of the official minutes.

2. The Board agrees to prepare, print, and provide up to twenty-five (25) copies of this Agreement to the bargaining unit. An electronic copy will be made available on the District's intranet site.

I. Mutually Agreed Upon Dispute Resolution Procedure

1. If agreement is not reached, either party may declare a bargaining impasse at any time after June 1st of the year in which the Agreement expires, unless the parties agree to an earlier date.
2. Either party may contact the Federal Mediation and Conciliation Service and request the assistance of a Federal Mediator in accordance with their rules and regulations. Costs which may be incurred in procuring and utilizing the service of a Federal Mediator shall be shared by the Board and the Union equally.
3. The Federal Mediator shall have full jurisdiction over the scheduling and conduct of negotiations meetings.
4. Mediation, as described in this Article, constitutes the parties' mutually agreed upon and exclusive dispute settlement procedure and shall operate in lieu of any and all of the dispute settlement procedures set forth in the Ohio Revised Code. This Article does not diminish or preclude the right to strike.

**ARTICLE 7 – CONFLICT WITH LAW**

If any provision of an Agreement between the Board and the Union shall be found contrary to law, then such provision or application shall not be valid, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 8 – ENTIRE AGREEMENT**

This Agreement supersedes and cancels previous Agreements, verbal or written or based on alleged past practices between the Board, the Union, and constitutes the entire Agreement between the parties. Neither party shall be obligated to negotiate on this or any matter. Any amendment to this Agreement shall not be binding upon either party unless exerted in writing by the parties.

## ARTICLE 9 – GRIEVANCE PROCEDURE

### A. Grievance Policy

1. The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.
2. The Board and the Association shall cooperate in a timely manner in the investigation of any grievance or discipline appeal. Any mutually agreed extensions shall not establish a past practice.
3. All grievances shall be filed at the lowest possible level that will afford complete relief. Thus, the grievance shall be filed with the lowest level administrator with authority to grant the relief requested. Failure to submit the grievance to the appropriate level will not cause the grievance to be denied, but will cause the grievance to be returned to the Association so that the Association or the grievant may resubmit it at the appropriate level.

### B. Grievance Defined

A grievance is a claim by an employee or the Union, hereinafter referred to as the grievant, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. For purposes of this Article, “days” shall mean workdays and do not include Saturdays, Sundays, or holidays whether or not work is scheduled thereon.

### C. Informal Step

In the event that the grievant believes there is a basis for a grievance, he/she may first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem within ten (10) days.

### D. Step One

The employee shall, within twenty (20) workdays from the date the employee knew or should have known of the event giving rise to the grievance, set forth his/her complaint in writing, using the prescribed OAPSE Grievance Procedure Form, to his/her immediate Supervisor. The step one grievance shall be signed by the employee and the Union President or a Steward. In case of a class action grievance, the Union shall sign and file the grievance. The written grievance should be as detailed as possible stating the nature of the grievance and the article(s) and/or provision(s) violated. The immediate Supervisor shall meet with the employee and then communicate his/her decisions to the

employee in writing within ten (10) workdays of receipt of the written complaint. Beginning with Step Two, the grievant shall cite only the specific articles and/or provisions violated.

E. Step Two

1. The employee may appeal the immediate Supervisor's decision to the Superintendent within ten (10) workdays. The appeal to the Superintendent or designee must be made on the prescribed OAPSE Grievance Form and must set forth the grounds upon which the grievance is based.
2. The Superintendent shall confer with the concerned parties and shall attempt to resolve the matter as quickly as possible. The Superintendent shall communicate his/her decision in writing, along with supporting reasons, to the employee, OAPSE, and the Supervisor, within ten (10) workdays of receipt of appeal.

F. Step Three

1. If the grievance is not satisfactorily resolved at the Superintendent Step, the grievance may be either pursued by the employee or the Union to review by the Board. The appeal must be filed in writing within ten (10) working days of receipt of the Step Two decision.
2. The request for review shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board shall review the grievance and hold a hearing with the employee within thirty (30) calendar days of date of referral. Such conference shall be informal and in closed session. The Board shall render a decision in writing within fifteen (15) workdays.

G. Step Four

1. If the grievance is not satisfactorily resolved at Step Three, the grievance may be pursued by the Union to Arbitration. The arbitrator shall be selected from a list of seven (7) names provided from the list provided by the Federal Mediation and Conciliation Service (FMCS), using the alternate strike method. Either party shall have the right to request a second list.
2. If possible, the arbitrator shall meet within thirty (30) calendar days. The decision of the arbitrator shall be final and binding upon the parties. However, the arbitrator shall have no power to alter, add, or subtract from the terms of the Agreement, nor to make any award which is inconsistent with the terms of the Agreement or contrary to law.



3. The cost of the arbitrator shall be totally the responsibility of the loser. The arbitrator shall be obligated to determine the loser and shall not have the authority to split the costs between the parties. (The Board or the Local Union.)
- H. If the time limit is not met by the Administrator, the grievance shall move to the next level. Time limits shall be considered maximums. Failure to process the grievance to the next step within the specified time limits shall constitute a withdrawal of the grievance by the grievant/Union. Such withdrawals shall be without prejudice and shall have no bearing on any future grievance.
- If the Board intends to argue timeliness, it must do so in writing, not less than 15 calendar days prior to the scheduled arbitration hearing. Failure to comply within the specified time shall prohibit the Board from raising the issue.
- I. An employee shall have the right to be represented only by the Union at all steps of the grievance procedure. The Union shall receive confidential copies of written decisions at all steps of the grievance procedures.
- J. The Union may file a grievance to seek proper enforcement of the contract. Retroactive relief shall be limited to twenty (20) days prior to the step one (1) filing.

#### **ARTICLE 10 – DISCIPLINARY PROCEDURE**

- A. Members of the bargaining unit shall have the right to be represented by the Union at a conference with the Administration when the focus of the conference is a possible disciplining of said member. A member who intends to exercise this option shall inform the Administration in advance of his/her intent to be accompanied by the Union President or designee and the Field Representative.
- B. All disciplinary actions with respect to bargaining unit members shall be taken only by supervisory personnel employed directly by the Board of Education.
- C. The principles of progressive discipline shall ordinarily be used in the following order except when, at the discretion of the Administration, the severity of the offense dictates moving to a higher or lower level of discipline:
1. Verbal Warning (documented)
  2. Written Warning
  3. Written Reprimand
  4. Suspension without pay
  5. Termination of Employment
- D. Challenges to discipline shall be solely pursuant to Article 9 - Grievance Procedure.

## **ARTICLE 11 – LABOR MANAGEMENT MEETINGS**

- A. In an effort to discuss matters of concern, the Board agrees to establish a labor-management committee consisting of up to four (4) representatives of the Union and up to four (4) from the Board and/or Administration. Its main function shall be to confer on all matters of mutual concern, and to keep both parties to this contract informed of changes and developments caused by conditions other than covered by this contract.
- B. Any party to this contract can request a meeting of the committee, but not more often than one (1) a month unless mutually agreed upon. Arrangements are to be made in advance and an agenda may be submitted with the request.
- C. The meeting shall be held during the regular workweek between the hours of 8:00 a.m. and 5:00 p.m. unless a modification of time is acceptable to both parties.

## **ARTICLE 12 – MILEAGE RATE**

- A. Any employee who is required by the Board to use his or her personal transportation to commute between work locations during his or her workday shall be reimbursed for mileage expenses at the IRS approved rate.

## **ARTICLE 13 – LEAVES**

- A. Personal Leave
  - 1. Three (3) days of non-cumulative personal leave during the contract year shall be available to each classified employee.
  - 2. Notice of intent to use personal leave shall be provided by the member of the bargaining unit completing and delivering to the Superintendent on the prescribed form (Appendix E) at least five (5) school days in advance of the anticipated absence. However, in the case of an emergency, notice of intent to use personal leave shall be made to the Superintendent as soon as possible.
  - 3. Personal leave shall not be used for the following purposes:
    - a. Matters that are covered by other leave provisions specified in this Agreement;
    - b. Recreation;
    - c. Accompanying a spouse on a business trip;

- d. Vacation; and/or
  - e. Working at other employment, including self-employment.
4. Falsification of information on the notice of intent to use personal leave form may subject the member of the bargaining unit to disciplinary action up to, and including suspension or termination of an employee's contract.
  5. Each unused personal leave day shall be converted to a sick leave day at the end of each school year.
  6. For employees contracted to work nine (9) months, personal leave shall not be used immediately prior to or immediately after a holiday, vacation leave, or school break if the employee requesting the personal leave has used six (6) days or hourly equivalent or more of sick and/or personal leave (paid or unpaid) in the previous three hundred sixty-five (365) days. For employees contracted to work ten (10) to twelve (12) months, personal leave shall not be used immediately prior to or immediately after a holiday, vacation leave, or school break if the employee requesting the personal leave has used nine (9) days or hourly equivalent or more of sick and/or personal leave (paid or unpaid) in the previous three hundred sixty-five (365) days. An employee may be permitted to use personal leave prohibited by this provision if the employee is able to justify the use of six (6) or nine (9) days, respectively, or more of personal and/or sick leave use. Whether the employee is able to justify the use of six (6) or nine (9) days or more of personal and/or sick leave shall be determined by the sole discretion of the supervisor.

B. Unpaid Personal Leave

1. An unpaid leave of absence of up to ten (10) days in length may be granted. In order to receive consideration for an unpaid leave, the employee must notify the Superintendent/designee at least five (5) workdays prior to the date(s) requested. All requests for unpaid leave shall be in writing and shall state the reason the leave is requested. In cases where prior written request is not practical, the employee must receive verbal approval from the Superintendent/designee prior to the anticipated effective date of the leave. Leave taken without the approval of the Superintendent/designee shall be treated as an unauthorized absence, which may include discipline.
2. No more than two (2) such unpaid leaves of absence will be granted in a calendar year, unless special permission is sought and granted from the Superintendent/designee.
3. Any employee granted unpaid personal leave beyond four (4) days for the first request pursuant to paragraph 1 or beyond four (4) days for the second request pursuant to paragraph 2 shall have deducted the Board's share of insurance costs

for sick and retirement contributions for any unpaid personal days above the four (4).

4. The decision regarding unpaid leave shall not be subject to the grievance procedure.

C. Unpaid Leave of Absence

1. Upon the written request of an employee, the Board may grant unpaid leaves up to two (2) years in length.
2. The employee may continue his/her participation in the group insurance plan by paying the full monthly premium to the treasurer or designated Insurance entity fifteen (15) days prior to the due date of said premium. Continuation of coverage is determined by COBRA and the Family Medical Leave Act.

D. Convention Leave

Upon written request from the Union, the Superintendent shall grant the President of OAPSE, Local #371, three (3) days of leave with pay, for the purpose of attending the Annual OAPSE Convention. The Board further agrees to grant authorized delegate(s) three (3) days to attend the OAPSE Convention. Except for substitute costs, the Board shall have no further expenses for the OAPSE Convention.

E. Professional Leave

1. Upon written request and approval of the Superintendent/designee, members of the bargaining unit may be permitted to attend professional meetings designed to improve the member's working performance in his/her classification. When such request is approved, the member will be permitted to attend without loss of pay (when applicable) and will be reimbursed for actual expenses incurred in attending including any registration fees.
2. Application for all meeting requests must be filed on the proper Board form at least seven (7) days in advance.
3. A written report addressing the topics covered at the meeting and information acquired by the attendee will be submitted to the Superintendent or designee within five (5) working days of the individual's return from the professional leave.

F. Sick Leave

1. Each person who is employed by the Board shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1<sup>1</sup>/<sub>4</sub>) days per month. Classified personnel of the

Board who render part-time intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked on a proportionate basis at the same rate as that granted like full-time employees. Unused sick leave shall accumulate without limit.

2. Each newly hired person or presently employed classified person who has exhausted his/her accumulated sick leave, shall be entitled to an advancement of not more than five (5) days of sick leave each year, to be charged against the sick leave he/she subsequently accumulates under this section.
3. Sick leave with pay may be used for the following reason:
  - a. For absence of a classified person due to personal illness, pregnancy, exposure to a contagious disease which could be communicable. Not more than forty-five (45) days of sick leave may be used for absences due to pregnancy/childbirth unless a doctor's statement to the contrary, specifying in writing the reason(s) justifying the use of extended sick leave, is provided to the Treasurer's office.
  - b. For absence of a classified person due to illness, injury, or death in the immediate family of said person.
  - c. Appointments with health professionals shall, if possible, be scheduled at a time that does not interfere with the employee's work schedule.
  - d. Bereavement Leave
    1. The intent of bereavement leave is to provide bargaining unit members the ability to make arrangements as well as to provide adequate travel and grieving time for a death outside the immediate family.
    2. A Bargaining Unit Member shall be entitled to up to three (3) days absence with pay for a death outside the employees' immediate family as defined in this Article. These days will be subtracted from the employee's accumulated sick leave.
4. Immediate family being described as: spouse, son, daughter, father, mother, brother, sister, in-laws, grandparent, grandchild or legal guardian or a member of the employee's household that lives in a family relationship, full time with the employee.
5. Falsification of a sick leave statement may result in disciplinary action up to and including suspension or termination of an employee's contract.

6. A bargaining unit member may use unpaid family leave for the purposes and on the conditions set forth in the Family and Medical Leave Act of 1993 as follows:

a. Eligibility

1. All bargaining unit members who have accumulated at least one year (1250 hours) of service in the District, may apply for family leave under the provisions of the Federal Family and Medical Leave Act of 1993.
2. An eligible member may take leave in accordance with the Family Medical Leave Act. The “leave year” will be from July 1<sup>st</sup>, to June 30<sup>th</sup>.

b. Notice of Intent

A member desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to the beginning of the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the member learns of the need for the leave. The member’s notice must specify that “Family Leave” will be the type of leave taken.

c. Insurance Coverage While on Leave

During the leave, for up to twelve (12) weeks per twelve (12) month period, the Board shall continue to pay the contributions it makes for a member on the active payroll to continue participation in life, health prescription drug, and dental insurance.

d. Restrictions

Leave under the Family and Medical Leave Act shall be taken concurrently with sick leave. Should an eligible bargaining unit member opt to take another form of unpaid leave in conjunction with the Family and Medical Leave Act, the Family and Medical Leave Act must be taken prior to taking the other contractual leave.

7. Donation of Sick Leave

- a. If a member of the bargaining unit is currently absent for thirty (30) consecutive workdays or more and has maintained sixty percent (60%) of their accumulated but unused sick leave (excluding leave donated under this provision) due to a potentially career or life ending long term illness or injury of the employee or potentially life ending long term illness or injury of his/her spouse or minor child, and has exhausted all of his/her

accumulated sick leave, another bargaining unit member may donate up to five (5) days of his/her accumulated Sick Leave to the absent employee. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent. The sixty percent (60%) shall be calculated based on sick leave accumulation on the date continuous sick leave begins for a reason described in this section, which results in exhaustion of sick leave.

- b. No employee may receive more than an aggregate of twenty (20) donated Sick Leave days in any one (1) school year unless approved by the superintendent under the conditions set forth in “A” above.
- c. Donation of sick leave days shall be initiated by an employee on a form furnished by the Treasurer, no later than the pay period within which the Sick Leave of the absent employee is exhausted. The employee shall not actively recruit sick leave donation from any personnel. Once a physician’s note is received verifying the potentially career or life ending long term illness or injury of the employee or potentially life ending long term illness or injury of his/her spouse or minor child, and upon submission by the employee of the application form (Appendix H), the Superintendent shall approve the leave.
- d. If the employee receiving the donation of Sick Leave benefit cannot return to work at the end of the period covered by the donated sick leave benefit, the employee shall apply for SERS disability retirement within ten (10) days after the conclusion of the donation of Sick Leave period.

G. Assault Leave

- 1. Any classified person who is absent from work due to a physical disability resulting from an assault which occurred in the course of Board employment while performing assigned regular or supplemental duties pursuant to a contract shall be maintained on full pay status for the period of the physical disability to a maximum of forty (40) work days.
- 2. Leave granted under this Article shall not be charged against sick leave earned or earnable under O.R.C. §3319.141, leave granted under any other Article of this Contract.
- 3. Any classified person desiring said Assault Leave shall file the prescribed form with the Superintendent. For Assault Leave of more than one (1) day’s work duration, the member of the bargaining unit, upon his/her return, shall provide a certificate from a licensed physician stating the nature of the disability and its duration.

4. The application must be filed with the Superintendent within five (5) working days of the alleged assault.
5. The Superintendent shall approve or disapprove the Assault Leave request in writing on the application form. A copy shall be forwarded to the applicant.

H. Re-Activation Rights

An employee returning from a Board approved leave of absence will be placed in the same or similar position that he/she occupied prior to the commencement of the leave.

I. Vacation Leave

1. Regular employees assigned to at least two hundred thirty (230) days of work per year (excluding paid holidays) shall be granted paid vacation on a calendar year basis as follows:

1 - 4 years	.833 days per working month	(10 days per year)
5 - 8 years	1.0 day per working month	(12 days per year)
9 - 13 years	1.25 days per working month	(15 days per year)
14 - 17 years	1.66 days per working month	(20 days per year)
18+ years	2.083 days per working month	(25 days per year)

2. All employees shall notify the immediate supervisor on the Vacation Leave form indicating the days which shall be taken as vacation by April 30 of each year.
3. Employees shall attempt to schedule their vacations at times during the year when students are not present. In the event the employee needs to schedule vacation leave while students are present, he/she must receive approval of the Superintendent. No head custodian may schedule vacation during the one week prior to the opening of school, unless approved by the Superintendent.
4. Employees shall not be able to accumulate more than forty (40) vacation days at any period of time. However, the mechanic may accumulate up to fifty (50) days. Within one (1) year of hiring an additional mechanic, the mechanic will not be permitted to accumulate more than forty (40) vacation days.
5. When an employee has previously worked in a classification in which the employee was not eligible for vacation days and who is subsequently assigned to a classification which earns vacation days, said employee shall receive credit for each month actually worked in the previous assignment for the purposes of determining the number of vacation days. (i.e. five (5) years as cook; 5 times 9 equals 45 months; 45 months divided by 12 equals 3¾ years credit.)



J. Holiday Leaves

1. All Classified personnel shall receive compensation for the following holidays:
  - a. Labor Day;
  - b. Thanksgiving Day;
  - c. Christmas Day;
  - d. New Year's Day;
  - e. Martin Luther King Day;
  - f. President's Day;
  - g. Good Friday; and
  - h. Memorial Day.
  
2. All twelve (12) month employees and other operations personnel scheduled to work on said holidays, shall in addition to holiday pay also receive:
  - a. Thanksgiving Friday;
  - b. Christmas Eve;
  - c. New Year's Eve; and
  - d. Independence Day.
  
3. Employees required to work Easter Sunday shall be paid double time.
  
4. Any holiday which occurs on a Saturday shall be celebrated on the preceding Friday unless otherwise agreed to by the Superintendent and Union. Any holiday which occurs on a Sunday shall be celebrated on the succeeding Monday.
  
5. In the event that the Christmas Eve holiday or Christmas day fall on a Saturday or Sunday, the employee shall be granted the preceding Friday and the Monday following the holiday as paid holidays. This provision applies only to the Christmas Eve day and Christmas Day holidays and New Year's Eve day and New Year's day. In the event that the New Year's Eve holiday falls on Friday and New Year's Day holiday on Saturday, the eligible employee gets the following Monday off. In the event that New Year's Eve is Saturday and New Year's Day is Sunday, the eligible employee will receive Friday and the following Monday off.
  
6. In order to qualify for holiday pay, an employee must be either working, on other pay status the last scheduled working day prior to and after the holiday, or on an approved absence.
  
7. An employee who is asked to work on a holiday shall receive double the employee's base rate for all hours worked in addition to pay for the holiday.

K. Court Appearance

1. Witness Leave

A member of the bargaining unit who, because of events occurring during the course of his/her employment in the school system except for legal proceedings in which a bargaining unit member or the Union is a plaintiff against the Board, is subpoenaed to appear in a legal proceeding will receive his/her regular compensation less any witness fee received. Expressly excluded from this provision are events occurring outside the course of the employee's employment with the Board or as excluded above.

2. Jury Duty

A member of the bargaining unit required by law to report for jury duty shall be compensated by the Board at his/her regular rate for each day of jury service.

L. Return to Duty from Major Illness or Injury

Employees returning from a major illness or injury, who have missed work due to the major illness or injury, may be required to successfully complete a return to work analysis to be permitted to return to work.

**ARTICLE 14 – CALAMITY DAY PROCEDURES**

- A. Employees who are not required to report to work because the school or department to which they are assigned is closed due to emergency or calamity shall be paid at their regular rate of pay.
- B. Custodian, maintenance, and bus mechanic employees who work day shift shall report to work and assist in coping with the emergency when school is closed owing to an epidemic or other public calamity during the first five (5) days, and shall be paid straight time in addition to the regular pay for hours worked. After five (5) days, all custodial, maintenance, and bus mechanic employees shall report to work, and shall be paid straight time.
- C. Due to existing conditions, temporary job assignments for twelve (12) month employees may have to be made and accepted for which the employee will be paid his/her regular rate of pay.
- D. Except as set forth in F, all employees shall be paid for regular time lost if they are not required to report to work on a calamity day.

E. Calamity Day Makeup Procedure

Days beyond the five (5) required to be made up by the Cloverleaf Board of Education will be part of the original contract and receive no additional compensation.

- F. If an employee is paid for a calamity day that the employee did not work, and the employee later is paid to work on the make-up day for that calamity day, the calamity day pay for each day made up will be deducted from their pay. The parties agree that this provision supersedes ORC 3319.081(G) for any calamity days for which an employee is paid, but did not work, and which are later made up.

**ARTICLE 15 – SEVERANCE PAY**

- A. All members of the bargaining unit eligible to retire under any School Employee Retirement System in Ohio who retire from active service in the school district will be granted severance pay.
- B. Severance pay shall be based upon the employee's hourly wage in effect at the time of retirement.
- C. Thirty Percent (30%) of up to three hundred (300) days of sick leave accumulation will be used in the calculation of severance pay.
- D. In case of the death of a member of the bargaining unit, severance pay would be paid to his/her estate, without regard to retirement eligibility.
- E. Severance pay will be made in one lump sum payment which shall be issued not later than the second pay following the employee's last scheduled paycheck.
- F. At the time of retirement, the Board will pay all retirees a lump sum amount equal to Fifty Dollars (50.00) for each year of service in the District.

**ARTICLE 16 – SURVIVOR BENEFIT**

- A. Upon separation from employment, a classified person shall be entitled to compensation at his/her current rate of pay and all lawfully accrued and unused vacation leave to his/her credit at the time of separation.
- B. In case of the death of a classified person such accrued and unused vacation leave and pro-rated portion for the current year shall be paid to his/her estate.

## ARTICLE 17 – JOB OPENINGS

- A. All job openings shall be posted for seven (7) workdays on the district website and all employees in the bargaining unit shall be notified by email and posted notice at their place of work, or when work is not in session, job openings shall be mailed to employees who request so in writing annually by May 1 to the treasurer's office. Notice will be given to all employees by April 1 of each year. The notice shall include the following: job classification, initial placement, number of hours to be worked, and approximate start and ending times. The job descriptions shall be posted in each building with the job postings. All interested candidates shall be interviewed and shall be notified of the successful candidate within five (5) days after the final interview.

A job opening is a vacancy that the Board has decided to fill, that occurs because of a staff member vacating a current position or when a new job is created by the Board.

The job notice shall specify the title of the position, required certifications and/or licensing, placement, hours, posting date, expiration date. Salary and benefits shall be according to the Negotiated Agreement.

- B. If a job is filled, all candidates will be considered on the basis of their qualifications. When qualifications are equal between two (2) candidates, the most senior, qualified candidate will receive the job. The Board reserves the sole and exclusive right to design job descriptions, establish qualifications and to fill or not to fill any vacancy. The Board will notify the OAPSE President when a position is to remain unfilled or be abolished. The Board shall not determine qualifications for any position in an arbitrary or capricious manner. For this provision, qualifications shall include job related skills, work record, licensure if applicable, and seniority. Time spent in a position as a substitute shall not be used as a means to train substitutes for the vacancy.
- C. The Board further agrees to pay the higher rate to an employee who serves on a temporary basis in a position which has a higher pay rate after nine (9) consecutive days. If the time served in the higher rated position on a temporary basis is less than nine (9) consecutive days, the employee shall be paid at his/her lower rate.
- D. A promotion is a change of job to a position where the wage rate schedule's beginning step hourly rate of the new position is higher than the wage rate schedule's beginning step hourly rate of employee's current position.
- E. Any employee promoted within a classification series retains the same step of the salary schedule of the new classification.
- F. Any employee who transfers to a different classification series to a higher paying position shall begin at experience step zero (0), except that if the bargaining unit member employee has experience directly related to the new position, the Superintendent may recognize up to five (5) years of experience for step placement. If the employee's hourly rate in their former position is greater than step zero (0) of the new position, the

employee shall be frozen at the rate in their former position until such time as their years of service in the new position dictate an increase on the new wage scale.

G. Involuntary Transfers

Any employee who is affected by an involuntary transfer shall be notified two (2) weeks prior to the effective date of the transfer. The Administration shall simultaneously notify the Union Local President. Both parties recognize that the administration has the exclusive right to involuntarily transfer and schedule its employees and will not act in an arbitrary or capricious manner. The Superintendent or designee and the employee will meet at the request of the employee to discuss the reasons for the transfer.

- H. If substitutes are placed in a vacated position for a period of seventy-five (75) calendar days, said position shall be posted as set forth in Section A of this Article. Substitutes will not be used to forego filling vacant or newly-created positions for more than seventy-five (75) calendar days after the vacancy occurs. This provision does not apply to those positions that are vacant because of an approved absence.

Vacancies shall be filled within seventy-five (75) calendar days of posting. The Board may request additional days (up to seventy-five (75) calendar days) to fill a position upon discussion and approval of the Union. Such additional time shall not be used as a means to better train substitutes for the vacancy.

I. Seasonal Summer Work

When seasonal summer work is needed as determined by the Board, such jobs will be posted in advance of the seasonal requirement. Qualified members of the bargaining unit who bid on such positions will receive consideration in the bidding process. The prior work history of the employee and the employee's demonstrated skills will be factors considered by the Administration in making such assignments. Employee hired for seasonal summer work will be paid at the substitute custodial rate.

J. Temporary Positions

1. Temporary position(s) are defined as open positions created by those employees who request and are granted an unpaid leave of absence of more than sixty (60) calendar days by the Board in accordance with Article 13 - Leaves, subsection (C), of the Negotiated Agreement.
2. Temporary position(s) will be posted for three (3) calendar days in an effort to fill all temporary positions in an efficient manner.
3. Any subsequent open positions (not vacant) created when temporary position(s) is filled by a bargaining unit member(s) shall also be offered as a temporary position(s).

4. When the employee(s) for whom the leave was granted returns, that employee, as well as ALL other employees who were awarded temporary position(s) as a result of the granting of a specific unpaid leave of absence, shall return to his/her previously held position(s) immediately.
5. If the employee(s) for whom the leave was granted severs his/her employment with the employer, his/her position(s) will be posted as a vacancy in accordance with Article 17 - Job Openings.
6. Employees who bid on a temporary position within the classification or in a lower classification within the classification series shall be awarded the temporary position(s) based upon system seniority. Bargaining unit employees bidding on a temporary position(s) in another classification or a higher classification within the classification series shall be subject to the provision set forth in Article 17 - Job Openings, subsection (B).
7. For employees who serve in a temporary position(s) which has a higher pay rate, that higher rate of pay will be granted to the employee on the first day of work in the temporary position(s).
8. Bargaining unit employees shall continue to accrue seniority in their contracted position and not in the temporary position they were awarded.

#### **ARTICLE 18 – EXPERIENCE CREDIT**

An applicant (new employee) for a position who has had prior experience in the same area of work in another school system or equivalent work experience may be placed on the salary schedule up to step 2.

\*No employee shall be adversely affected as a result of this amendment.

#### **ARTICLE 19 – CONTRACTS**

- A. All employees new to the Cloverleaf Local School District shall receive a one (1) year contract. The contract shall cover one (1) full calendar year (twelve months) from the initial date of employment. The first year of service shall be considered a probationary period, with the Board retaining the right to cancel the contract at any time during the period or non-renew at the completion of the first year contract by Board resolution and notice to the employee. The employee shall not have the right to resort to the grievance procedure or any other legal avenues to challenge the cancelation during the probationary period.
- B. At the end of the initial year of employment, the classified employee, if she or he is retained, shall receive another one year contract. At the completion of the second one

year contract the Board shall have the right to non-renew the employee's contract by resolution of the Board and notice to the employee. That contract may not be terminated during its term except for cause, with such termination subject to the grievance procedure. If the second one-year contract is to be recommended for nonrenewal, the employee will be provided reasons, in writing, for the Superintendent's recommendation. The employee will have the right to meet with the Superintendent in advance of the Superintendent's submission of the nonrenewal recommendation to the Board and shall have the right of representation in the meeting with the Superintendent.

- C. All classified employees who are reemployed after completion of the initial one-year probationary contract and second one year limited contract shall receive a continuing contract.

### **ARTICLE 20 – CREDIT UNION**

The Board agrees to process payroll deductions for employees who are enrolled in authorized Credit Unions.

### **ARTICLE 21 – AGENDAS**

Board agendas and attachments will be sent to the Union President by e-mail and/or interoffice mail. The OAPSE President will notify the Superintendent's office of his/her preference.

### **ARTICLE 22 – WORKING CONDITIONS**

#### A. Safety Procedure

1. The Board considers the safety of its employees to be of prime importance. In order to continue to provide safe conditions under which its employees work, the Board will provide safety meetings for all employees under the direction of district supervisors and/or members of the State Department of Industrial Relations. Said meetings shall be established and scheduled by the Board and shall be on Board time.
2. The Board further agrees to provide training on all equipment for a department as necessary which an employee of that department classification would have to operate in the usual or normal performance of his/her responsibility.
3. The Board agrees to provide safety protection equipment such as safety goggles, hard hats, or other equipment which may be prescribed by law.

4. Employee concerns for safety may be discussed at the Labor Management meetings. Items of safety not resolved at said meetings shall be reported to the Board for their consideration.
5. In the event a safety problem is not solved satisfactorily following a meeting with the Board, either party may call in the State Department of Industrial Relations to conduct an investigation of the area of safety concern, and their report shall be presented to the Board and be heard at a public meeting.
6. Once provided, a picture identification tag must be worn by all employees at all times while on duty, unless job responsibilities/safety concerns require the tag to be removed. In such a case, the tag must be readily available.

B. Use of Telephones

Except in the case of an emergency, employees may not use District telephones to make long distance telephone calls on personal business, or local calls/text messaging on district cell phones. Employees may not use cell phones during working hours for any purpose other than contacting or being contacted by supervisors or administrators, coworkers, vendors for verifiable work issues, or the OAPSE field representative, except for lunch, breaks and verifiable emergencies.

C. Workweek

1. Time and one-half (1½) shall be paid to an employee for all hours worked after the employee is in pay status forty (40) hours in any one (1) week.
2. Any employee who works a holiday shall be paid double time for all hours worked in addition to pay for the holiday.
3. Each employee who comes in to open a building on a holiday will receive time and one-half (1½) for said service.
4. Overtime/extra time assignments within each job classification (classifications shall be determined by Article 23 (F)(3), Reduction In Force) shall be offered by seniority rotation to employees within the classification who have previously done or who have been trained in the work being performed. Training shall be provided to interested employees within the classification series based upon tasks required for such work, either through in-service training or on-the-job-training (OJT). Such work shall be offered throughout the district from a list of employees requesting such work before a substitute is used. In emergency situations, the supervisor shall have the authority to offer assignments to employees based upon the needs of the district. If no employee wants the overtime/extra time assignment offered, the Supervisor may assign the overtime in reverse seniority order of all employees within the classification, (not just from the above referenced list) or call a substitute. Bargaining unit substitutes shall be



called by seniority rotation prior to calling non-bargaining unit substitutes. The employee so assigned must perform the work unless unable to do so because of child care requirements or serious illness or injury of self or immediate member of the employee's family.

\*Training opportunities and required tasks including snow plowing shall be discussed in Labor Management Committee; however it is the intent to offer trainings to interested employees as soon as possible.

5. Compensatory Time

a. Each of the employees who earns overtime may choose to take compensatory time off at the rate of one and one-half (1½) times the overtime credit, to a maximum of forty (40) hours, or they shall be paid overtime pay. Employees must indicate that they are requesting compensatory time in lieu of overtime pay during the pay period in which the hours are worked. Compensatory time must be used before personal leave is requested.

b. Compensatory time off must be arranged with the immediate supervisor before it may be taken.

6. In case of a large performance where there is an extensive amount of clean-up, additional personnel may be called in by the Maintenance Director and/or designee. A weekly schedule of events shall be posted in a conspicuous place.

7. Full-time employees will not be required to work more than five (5) consecutive workdays in a calendar week to accumulate forty (40) work hours.

8. Any meeting that a unit member is required to attend after the end of the normal workday will be compensated at their appropriate rate of pay for all time spent.

D. Union Meetings

Employees may arrange to attend local Union meetings which are scheduled after 5:00 p.m. as outlined herein.

1. All employees scheduled to work in the building where the meeting is held may attend.

2. Employees scheduled to work in other buildings may attend if at least one employee remains on duty.

3. Work time lost to a Union meeting must be made-up on the meeting day.

E. Employee Evaluation

1. All employees will have their performance appraised according to a uniform administrative prescribed procedure. The employee must sign a copy of the evaluation before it goes to the Superintendent's office or placed in the employee's personnel file. The signature does not signify any agreement with the evaluation, but merely indicates that he/she received the evaluation and discussed it with the supervisor. No comments can be added by the supervisor to the performance appraisal after the employee has signed it. The employee may attach a rebuttal to his/her evaluation if so desired.
2. During the course of employment with the Board, no employee shall have an evaluation placed in his/her personnel file without an opportunity for discussion between the employee and the evaluator. In any evaluation marked as unsatisfactory, specific instructions for the improvement of substandard performance shall be placed on the evaluation form or attached to it.

**ARTICLE 23 – REDUCTION IN FORCE**

- A. In the event the Board determines to engage in a reduction in force due to declining enrollment, a lack of work, financial reasons, or building reorganization, the reduction or layoff shall be accomplished only by the provisions of this Article.
- B. Systems seniority as defined in Article 24 – Definitions will be applied in this process. If the effective dates of actually starting work are equal, then to determine seniority employees shall draw one card from a single deck of cards (single suit). The order of seniority shall then be determined from high to low (Ace being the highest in seniority, 2 being the lowest in seniority). A union representative shall be present during such tie breakers. The listed seniority for employees hired prior to the effective date of this Master Agreement will not change as a result of this amendment to this subsection.
- C. A bargaining unit seniority list shall be provided annually by the Treasurer, upon request by the OAPSE President. The Superintendent shall provide at least twenty (20) working days' notice to the Union President before the Board acts on a reduction in force or hours.
- D. The number of employees affected by reductions or layoffs 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.
- E. Within the particular job classification affected by the layoff or reduction, temporary, intermittent, seasonal, provisional or probationary employees will be reduced or subject to layoff first. Thereafter, additional reductions or layoffs shall begin with the least senior employee in the affected classification(s) and continue until the reduction and/or layoff is completed. Employees affected by the reduction in force shall have the right to bump pursuant to Section F.

- F. Bumping shall only occur within a classification series. Employees who choose to bump shall have the right to do so in the following manner:
1. Bumping up classification series is prohibited.
    - a. Employees affected by a reduction in force or hours shall have the right to bump the least senior employee within their current classification in the following order:
      1. The least senior employee within their current classification having the same daily hours as their RIF'ed position.
      2. The least senior employee within their current classification having no more than two (2) additional hours as their RIF'ed position.
      3.
        - a. The least senior employee within their current classification having the closest in hours to their RIF'ed position with fewer hours than their RIF'ed position.
        - b. However, after determining the step 3(a) position, the employee may voluntarily accept the least senior of the next lesser hour position (closest in hours to former position).
        - c. Any employee who is either required (or who volunteers) to accept a position with fewer hours shall have the right to restoration under section "H" of this Article.
    - b. If no such position is available and the employee does not choose to accept a lesser hour position, the affected employee shall have the right to bump in the same manner ("a" 1,2,3, above) into the classification immediately below theirs, within the same series. Such bumping rights continue down job lines within the classification series in the same manner, and cease when an employee has no position they can bump into or chooses to accept layoff.
    - c. Nothing in this article shall prohibit an employee from volunteering for Layoff at any step of this procedure.
  2. Employees who bump into lower rate of classification shall be paid at the appropriate pay rate for that classification based on their years of service with the District.

3. The following classification series (lettered below) shall be used for the purpose of defining both classifications, and classification lines (numbered below) in the event of layoff and/or reduction:

a. Clerical Classification Series

- (1) Secretaries Level II
- (2) Secretaries Level I

b. Educationally Related Classification Series

- (1) Paraprofessionals

c. Food Service Classification Series

- (1) Food Service Managers
- (2) Lead Helpers\*
- (3) Head Cooks
- (4) Helpers

\*The Lead Helper position is abolished when all current employees in the positions have vacated the positions.

d. Operations Classification Series

- (1) Maintenance
- (2) Head Custodians
- (3) Head Night Custodian – High School Night
- (4) Full-Time Custodians/Building Responsibility
- (5) Part-time Custodians with or without building responsibility

e. Transportation Classification Series

- (1) Mechanic
- (2) Mechanic's Helper
- (3) Bus Drivers
- (4) Courier

G. Any employee reduced from staff, or laid off, shall retain recall rights for a period of two (2) years, during which time the Board shall not hire nor promote anyone to the classification of reduction or layoff until all the qualified reduced or laid off employees are reinstated.

H. An employee whose hours are reduced as a result of application of the provisions of this Article shall be entitled to restoration to a position with greater hours (not to exceed the hours of the former assignment) within the employee's classification when a vacancy is

to be filled in such a position. Thereafter, the employee is entitled to move to vacant jobs which are to be filled within that classification until his or her hours equal those worked prior to the reduction. Once such a vacancy is offered and if the employee declines the vacancy, she or he thereafter will not be entitled to a transfer under this provision. This obligation of hours restoration continues for two (2) years after the reduction. If the senior employee declines the opportunity to move to a vacancy with greater hours, the vacancy shall be offered to less senior employee(s) in the same classification on the recall list before the job is filled with a new hire.

- I. Each employee recalled shall be given ten (10) working days notice prior to his/her expected return date of service. Failure to respond to a recall notice shall exhaust the employee's seniority rights.
- J. Any laid-off full-day (AM & PM) bus driver recalled to an AM only or PM only run shall retain recall rights for a full-day (AM & PM) run when one becomes available. A half-day (AM only or PM only) bus driver cannot expand to a full-day (AM & PM) bus driver as long as any bus driver is on lay-off.

#### **ARTICLE 24 – DEFINITIONS**

A. System Seniority

System seniority is the period of continuous employment in a contracted position with the Board with no break in service other than an approved leave. The original date of hire in the Cloverleaf Schools' service shall be used as basis for seniority.

B. Job Classification Seniority

Job classification seniority is the length of employment in a contracted position by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. Job classifications shall correspond with the job classifications set forth in the salary schedule.

C. Priority (Transportation)

- 1. This term is used within the confines of the Transportation Department as a means to include as one of the additions for filling/awarding routes and awarding extracurricular or field trips.
- 2. Consideration shall be given to the driver's location for housing his/her bus when decisions are made regarding situations as stated above.
- 3. Priority shall not be given due to a driver having a special reason (son/daughter playing on a sport team) for desiring certain trips. These situations will be worked out through the Coordinator of Transportation and the affected drivers.

## **ARTICLE 25 – NO STRIKE CLAUSE**

For the duration of this Agreement, there shall be no lockout, strike, slowdown or withholding of services designed to interfere with normal operations of the schools. The Union shall actively discourage any strike, slowdown or withholding of services against the Board for purposes of securing improvements in wages, hours and working conditions for members of the bargaining unit. The Board shall have the right to discipline any member of the bargaining unit who instigates, gives leadership to or participates in an unauthorized strike in violation of this Agreement.

## **ARTICLE 26 – TAX DEFERRAL/SERS SALARY REDUCTION PICK-UP**

The Board shall declare the employee's personal contribution to the SERS using the salary reduction method of pickup. This pickup shall be for the purpose of deferring state and federal taxes only. The pickup shall be at no additional cost to the Board.

## **ARTICLE 27 – INSURANCE PROVISIONS**

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

### Medical

- A. The Board will pay the percentages shown in Appendix D for the coverages offered.
- B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, and life insurance through the COG. The coverage shall be the standardized COG specifications

- C. Preferred Provider - Doctors/Hospitals
  - 1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have “primary” coverage under the District’s insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board shall provide dental coverage with participation costs allocated as set forth in Appendix D.

Plan description (summary only):

A. Maximum benefits/covered person:

Class I, II or III - \$2,500/person per year.

B. Deductible - Individual \$25 per year

C. Deductible - Family \$75 per year

D. Co-insurance amounts

1. Class I - 100% of Usual & Customary Prevention (no deductible)

2. Class II - 80% of Usual & Customary Basic

3. Class III - 80% of Usual & Customary Major

4. Class IV - 60% of Usual & Customary

Orthodontia

Lifetime maximum \$1,200 per individual

Orthodontia

Section 125 Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG



employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

Same Sex Marriage

If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

**ARTICLE 28 – COMPENSATION**

A. Employee Wages

A 2.5% increase effective July 1, 2015, a 2.25% increase effective July 1, 2016, and a 2% increase effective July 1, 2017. Step increases shall be given to qualifying employees.

The paraprofessional, food service manager, maintenance, waste water, head night custodian, secretary, bus driver, and mechanic positions shall receive an additional 1% effective July 1, 2015, an additional 1% effective July 1, 2016, and an additional 1% effective July 1, 2017.

1. Each member of the bargaining unit will be paid for his/her work with twenty-six (26) bi-weekly payments or twenty-seven (27) payments during a year in which a three (3) week lapse in pay would occur. The payment will be made directly to the member of the bargaining unit or to a bank chosen by the member of the bargaining unit. Electronic direct deposit will be required for all new employees and is available upon the request of current bargaining unit members. Pay may be direct deposited into one account only. Forms may be obtained from the Treasurer's office.
2. In the event negotiations continue past the expiration date of the contract, wage increases shall be retroactive to July 1<sup>st</sup> of the start of the contract.
3. The fieldtrip rate for bus drivers shall increase at same rate and time as all across the board increases.

B. Additional Compensation

1. Food Service Uniform

The Board shall provide, at the beginning of each school year, a food service uniform consisting of five (5) chef coats, two (2) pants and two (2) aprons. There is no expectation that employees will receive new uniforms, only that the employees will receive uniforms that are clean and in good condition. The Board shall purchase shoes each year for employees working six (6) hours or more and

every two (2) years for employees working less than six (6) hours. Employees may be required to turn in uniforms at the end of the work year.

2. Shift Differential

There shall be a Twenty Cents (20¢) per hour differential for third shift.

3. Transportation Additional Compensation

Bus Drivers who keep their buses at home for the total school year shall receive Three Hundred Dollars (\$300.00) for electricity and gravel expenses. The Board has the right to determine the storage location of all buses. The compensation for storage mentioned above shall not apply unless buses are stored at the driver's home. The Board will meet with the Union to negotiate the changes in working conditions resulting from the centralized storage of buses prior to implementing.

5. Paraprofessionals

The Board shall pay Twenty Dollars (\$20.00) per year for required State Certification Fee.

6. Education Reimbursement

Job-Related Education Reimbursement

Any employee who furthers their job skills within the classification for which they currently work, shall be entitled to receive up to one hundred (\$100) dollars (per contract year) reimbursement for tuition or conference/workshop registration fees and Background checks. Reimbursement will be granted on a first-come, first-serve basis up to a maximum of \$3,000.00 during the life of this contract. Proof of successful completion must be provided to the treasurer's office within one month of completion to receive such reimbursement.

7. Professional Fees

The following required certifications, licensing's checks and tests shall be reimbursed by the Board upon proof of completion:

- a. Asbestos Certification
- b. CDL Certification/Recertification (Including BCI/FBI)
- c. HVAC Certification
- d. Pesticides Licensure and Recertification
- e. Sewer EPA Training

BCI/FBI checks performed on site by the employer shall be paid for by the employer.

## **ARTICLE 29 – LENGTH OF CONTRACT DAY AND YEAR**

### **A. Courier and Paraprofessionals Contract Year**

The contract year shall be defined for each individual as per agreement at the time of employment.

### **B. Food Service Contract Day and Year**

1. The total number of contract days shall be one hundred ninety (190). This shall include all days school is open for pupils, eight (8) holidays, one (1) day before school opens and one (1) day after school closes to be used for lunchroom preparation and/or clean-up. These two (2) days may be scheduled at different times based upon the direction of the Food Service Supervisor.
2. Each manager shall be given an additional day which shall be spent in menu preparation and the ordering of supplies.
3. Food Service Daily Work Schedule
  - a. Food Service Manager – Eight (8) hours
  - b. Helpers – part time – Ranges from three (3) to seven (7) hours

### **C. Operations Personnel Contract Year**

1. The contract year for all twelve (12) month operations personnel shall begin on July 1 of each school year. The contract year of all other employees shall begin with their first duty day of the new school term. The contract shall define the period of time the employee is to work in months and the salary granted for said work on an hourly basis.
2. The twelve (12) month employee's contract shall be paid for all days worked during the year and no less than two hundred sixty (260) days.

### **D. Secretaries Contract Day and Year**

1. Definition of Secretarial Classification Levels
  - a. Level One (I) shall include part-time secretaries working less than eight (8) hours per day or forty (40) hours per week.
  - b. Level Two (II) shall include all secretaries who are not Level One.

2. Level I contracts shall include one hundred eighty-eight (188) days for less than eight (8) hours per day.
3. Level II contracts shall include two hundred eight (208) days for eight (8) hours per day.
4. The anniversary date of the contract shall be ten (10) days before the beginning of school or the first workday scheduled.
5. All Level II contracts shall call for an eight (8) hour day when school is not in session.
6. All lunch breaks of one-half (½) hour shall be in addition to the regular workday.

E. Transportation Contract Year

1. The contract year includes a total of one hundred eighty-eight (188) days. Any bus driver who is under contract during the school year will have his/her contract terminated immediately upon his/her being absent from duty for fifteen (15) days or parts thereof for reasons other than illness or other Board approved conditions.
2. The fifteen (15) day termination provision shall not apply to those drivers who are working for the Board in other capacities on specified days off for reasons other than illness.
3. Drivers with a morning and afternoon route will be guaranteed four (4) hours pay. These four (4) hours represent a total of morning and afternoon route times.

F. Paraprofessional Assigned to Special Needs Students

The Board shall have the right to assign extra contracted hours (not to exceed two (2) hours per day per contract year) or reduce contracted hours (not more than one (1) hour per day per contract year) of paraprofessionals who are hired for special needs students. Extra time for this purpose will not be required to be posted. Such reduction or addition of contracted hours will not occur more than twice in a contract year in accordance with the recommendations of the students IEP (individual educational plan).

The above provision applies to employees who were hired or applied for an educational assistant/paraprofessional position specifically assigned to a special needs student after July 1, 2005.

Employees interviewing for such a position shall be notified as to the above provisions prior to being hired.

**ARTICLE 30 – CLASSIFIED EMPLOYEE WORKING  
CONDITIONS BY CLASSIFICATION**

A. Food Service Working Conditions

1. All outside activities which are assigned by the food service managers to other food service personnel should be paid by the Board at the employee's hourly rate of pay.
2. Outside activities will be assigned on a rotation seniority basis Districtwide. Persons will be assigned from a list of volunteers.
3. No work shall be done for outside meals during regular working hours except when production is minimal, additional time is provided, and/or a substitute is provided to relieve the regular workload.
4. All food service personnel shall wear prescribed uniform.
5. Parent Teacher Conference days shall be used for kitchen and lunchroom cleanup and/or in-service meetings scheduled by the Coordinator of Food Services and/or Superintendent/designee

B. Custodial Working Conditions – Building Checks and Building Responsibilities

1. Building and grounds staff designated by the Director of Buildings and Grounds are required to check the HVAC equipment of their buildings. This applies to weekends and holidays, as specified. Middle School Head Custodians will be given two (2) hours per week credit of overtime for checking his/her building on Saturday and Sunday before noon whenever he/she is not assigned to duty by schedule or special assignment. All High School and Elementary School Head Custodians/Maintenance staff assigned by the Director of Buildings and Grounds will be given four (4) hours per week credit of overtime for checking his/her building on Saturday and Sunday before noon.
2. The above-described building checks are to begin the weekend before school starts and to end the last weekend that school is in session and shall be completed using the approved form.
3. "Building responsibilities" – Each District school building (Middle School, High School, and Elementary) shall have one Head Night Custodian and that person shall be given building responsibilities. The corresponding stipend shall be bid and awarded by seniority within the building to full-time employees whenever a vacancy occurs involving such work. The stipend for this position shall be forty-five (.45) cents per hour.

C. Secretarial Working Conditions

1. Fixed Holidays

- a. There will be five (5) holidays which shall include the following:
  - 1) NEOEA Day or other agreed day (as agreed to by the Superintendent and the Union); and
  - 2) Four (4) days of Christmas vacation.
- b. Levels I and II secretaries will not be paid for these days, except that twelve (12) month secretaries shall be paid for these days.
- c. This benefit shall not apply to any secretary hired on or after July 1, 2002.

D. Transportation Department Working Conditions

1. Annual Physical Examination

The Board agrees to pay for the Board fee equivalent for an annual physical examination by a Board approved physician once proof of the examination is submitted.

2. Driver's Abstract

The Board shall be responsible for the payment of all bus driver Abstract fees and BCII checks.

3. Bus Driver Rules

Each regular driver will be responsible for the cleaning and washing of the interior of their bus at the beginning of the school year and to be maintained according to the job description during the year and shall also comply with local work rules.

4. Regular Assignments

- a. In the event a new route or a vacancy becomes available during the calendar year, the route shall be posted for a period of seven (7) days and one consideration shall be seniority and the other being the location of the requesting driver's home and the location of the route.
- b. If a vacancy occurs in a kindergarten run during the calendar year, drivers shall bid on the kindergarten run in the order of seniority and the location of the requesting driver's home and the location of the route.

- c. If two (2) drivers are instructed to go on one (1) bus on a trip, both drivers will be paid their regular rate of pay.
- d. No gratis trips will be made by any driver at any time for any reason.

5. Kindergarten Runs

All kindergarten runs will be paid for two hours, at the driver's regular hourly rate.

6. Extra Trips

- a. All field trips will be paid by the Board. The drivers will be paid no later than the second pay period following the event providing all time slips are submitted to the Treasurer within the regular time periods.
- b. There will be one (1) list for all field trips which shall be priority/seniority based on rotation basis from which drivers may work. This list may include morning, early departures (3:00-4:00 p.m.), evening, and/or later afternoon sporting events (after 4:30 p.m. departure) which include varsity football, basketball and marching band field trips shall be rotated among regular drivers who volunteer to drive.
- c. A regular driver who wishes to drive early departures (3:00-4:00 p.m.) for extra activities, shall be permitted to do so on the same priority/seniority rotating basis, but must be docked for that part of his/her regular run which he/she may miss.
- d. No substitute drivers shall be used for field trips unless regular drivers are unavailable except when a trip has been posted and no regular driver has applied prior to twenty-four (24) hours of the trip's departure.
- e. The Transportation Supervisor or designee will arrange this list for field trips by priority/seniority on a rotation basis. A chart designating seniority and field trip assignments shall be posted in the bus garage. Drivers interested in this list must indicate a desire to be placed on this list by the end of the first week of school. A driver has the option of accepting or rejecting this extra time.
- f. The mechanic and/or mechanic's helper will substitute only in emergency situations.
- g. Any driver interested in driving during the summer shall sign the summer list which will be posted near the end of the school year. Drivers shall be called by seniority on a rotation basis.

- h. When a driver reports for a field trip and the trip is canceled and the driver is not notified prior to arrival at the building, that driver shall be guaranteed a minimum of two (2) hours pay for the trip.

7. Breakdowns

If a mechanical failure causes the interruption of the transportation of students, the driver shall be paid at the same hourly rate of pay, to be determined in fifteen (15) minute intervals, for the duration of said breakdown after 9:30 a.m. for regular morning runs; after 1:15 p.m. for kindergarten runs, or after 4:45 p.m. for regular afternoon runs.

8. Time Sheets

Drivers shall be assured the hours assigned by the Supervisor at the start of the school year in addition to the hours guaranteed by the negotiated agreement for the term of the work year. Should those hours increase beyond the assured hours during the school year, a time sheet shall be completed and submitted in order to be paid for the additional assigned time.

9. Drug Testing

All costs for drug testing and the time involved for testing as required by Board Policy and law will be paid by the Board for members of the bargaining unit.

10. Recertification

The Board will pay all expenses associated with recertification. Driver trainers shall receive an additional Two Dollars (\$2.00) per hour while training.

E. Paraprofessionals

The Board will provide at least two inservices for Paraprofessionals on days when school is not in session, i.e., days for parent-teacher conferences. Employees shall be paid their regular rate of pay for time spent at training sessions.

F. Maintenance - Waste Water Operator

Waste Water Operator Training and Testing Provisions (Employee(s) without necessary certification(s)) --

- 1. The successful bidder awarded the position on a contingent basis shall have eighteen (18) months from the date of enrollment in an "Operator-In-Training" program to earn the requisite twelve (12) months of experience as an



“Operator-In-Training,” successfully pass the exam, and attain the required certification for Class I Waste Water Treatment Operator.

2. The Board shall pay for the registration costs of the first three (3) exams the successful bidder may take; thereafter, the successful bidder shall be responsible for the cost of any future exams.
3. If the successful bidder does not complete the required “Operator-In-Training” period or pass the exam within the time period specified in paragraph 1 above, the successful bidder shall return to his/her previously held position without any loss of seniority and/or benefits. If no such position exists, the successful bidder shall be considered laid-off, with all rights and privileges afforded by the Board and Association’s Negotiated Agreement.
4. If the return of the successful bidder to his/her former position due to the successful bidder’s failure to complete the required “Operator-In-Training” period or pass the exam within the time period specified in paragraph 1 above causes another employee to be displaced, the displaced employee shall return to his/her previously held position within the District without any loss of seniority and/or benefits. If no such position exists, the displaced employee shall be considered laid-off, with all rights and privileges afforded by the Board and Association’s Negotiated Agreement.
5. Upon completion of the requirements set forth in paragraph 1 above, the successful bidder will be awarded the position, and the contingency shall be removed automatically.

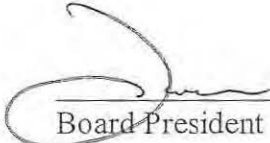
### **ARTICLE 31 – SUBCONTRACTING RESTRICTIONS**

- A. The employer agrees it shall not reduce the bargaining unit, or reduce the work (hours or days) which, by its nature, would normally be performed by bargaining unit members during the term of this Agreement by utilizing outside contractors.
- B. Except for bus drivers, the employer may utilize outside contractors on a limited basis so long as it does not violate the preceding paragraph A.


ARTICLE 32 – DURATION OF AGREEMENT

This contract is made and entered into by and between the Cloverleaf Local Board of Education and OAPSE, Local #371, and the Ohio Association of Public School Employees (OAPSE), and sets forth all agreements that have been entered into by and between the parties. This Agreement will continue in full force and effect from July 1, 2015, through and including June 30, 2018.

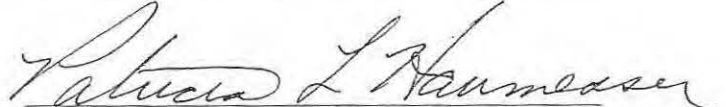
FOR THE BOARD:


  
Board President

  
Superintendent

  
Treasurer

FOR THE UNION:

  
OAPSE Local 371 President

  
OAPSE Representative

**CLOVERLEAF LOCAL SCHOOL DISTRICT  
CLASSIFIED EMPLOYEE WAGE RATE SCHEDULE  
EFFECTIVE JULY 1, 2015 (FY 2015-16)**

<b>Step</b>	<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>7</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>	<b>27</b>
<b>Index</b>	<b>1</b>	<b>1.03</b>	<b>1.05</b>	<b>1.07</b>	<b>1.09</b>	<b>1.11</b>	<b>1.14</b>	<b>1.18</b>	<b>1.22</b>	<b>1.26</b>	<b>1.30</b>	<b>1.32</b>
Courier	13.05	13.44	13.70	13.96	14.22	14.48	14.88	15.40	15.92	16.44	16.96	17.22
Paraprofessional	10.51	10.82	11.03	11.24	11.45	11.66	11.98	12.40	12.82	13.24	13.66	13.87
Food Service Mgr.	12.51	12.89	13.14	13.39	13.64	13.89	14.26	14.77	15.27	15.77	16.27	16.52
Head Cook (Rates to take effect (7/1/13))	11.02	11.35	11.57	11.79	12.01	12.23	12.56	13.00	13.44	13.88	14.32	14.54
Food Service Lead Helper (Rates to take effect 7/1/13)	11.02	11.35	11.57	11.79	12.01	12.23	12.56	13.00	13.44	13.88	14.32	14.54
Food Service Helper	10.54	10.85	11.06	11.27	11.49	11.70	12.01	12.43	12.86	13.28	13.70	13.91
Maintenance	14.16	14.58	14.87	15.15	15.43	15.72	16.14	16.71	17.27	17.84	18.41	18.69
Maintenance - Waste Water	16.27	16.76	17.08	17.41	17.73	18.06	18.55	19.20	19.85	20.50	21.15	21.48
Head Custodian	14.00	14.42	14.70	14.98	15.26	15.54	15.96	16.52	17.08	17.64	18.20	18.48
Head/Night Custodian	12.98	13.37	13.63	13.89	14.15	14.41	14.80	15.32	15.83	16.35	16.87	17.13
Custodian	12.49	12.87	13.12	13.37	13.62	13.87	14.24	14.74	15.24	15.74	16.24	16.49
Part Time Custodian (Add \$0.45 for Bldg Responsibility)	10.75	11.07	11.29	11.50	11.72	11.93	12.26	12.69	13.12	13.55	13.98	14.19
Secretary I & II	12.58	12.95	13.20	13.46	13.71	13.96	14.34	14.84	15.34	15.84	16.35	16.60
Bus Driver	14.17	14.59	14.88	15.16	15.44	15.73	16.15	16.72	17.29	17.85	18.42	18.70
Mechanic	15.89	16.36	16.68	17.00	17.32	17.63	18.11	18.75	19.38	20.02	20.65	20.97
Mechanic Helper	14.21	14.63	14.92	15.20	15.49	15.77	16.20	16.76	17.33	17.90	18.47	18.75
Field Trip Rate	13.80											
Catering Rate	11.64											

**CLOVERLEAF LOCAL SCHOOL DISTRICT  
CLASSIFIED EMPLOYEE WAGE RATE SCHEDULE  
EFFECTIVE JULY 1, 2016 (FY 2016-17)**

<b>Step</b>	<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>7</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>	<b>27</b>
<b>Index</b>	<b>1</b>	<b>1.03</b>	<b>1.05</b>	<b>1.07</b>	<b>1.09</b>	<b>1.11</b>	<b>1.14</b>	<b>1.18</b>	<b>1.22</b>	<b>1.26</b>	<b>1.30</b>	<b>1.32</b>
Courier	13.34	13.74	14.01	14.28	14.54	14.81	15.21	15.74	16.28	16.81	17.34	17.61
Paraprofessional	10.85	11.17	11.39	11.61	11.82	12.04	12.37	12.80	13.23	13.67	14.10	14.32
Food Service Mgr	12.92	13.31	13.57	13.82	14.08	14.34	14.73	15.25	15.76	16.28	16.80	17.05
Head Cook (Rates to take effect (7/1/13))	11.27	11.60	11.83	12.06	12.28	12.51	12.84	13.29	13.75	14.20	14.65	14.87
Food Service Lead Helper (Rates to take effect 7/1/13)	11.27	11.60	11.83	12.06	12.28	12.51	12.84	13.29	13.75	14.20	14.65	14.87
Food Service Helper	10.77	11.10	11.31	11.53	11.74	11.96	12.28	12.71	13.14	13.58	14.01	14.22
Maintenance	14.62	15.06	15.35	15.64	15.93	16.23	16.67	17.25	17.84	18.42	19.00	19.30
Maintenance - Waste Water	16.80	17.30	17.64	17.97	18.31	18.65	19.15	19.82	20.49	21.17	21.84	22.17
Head Custodian	14.32	14.75	15.03	15.32	15.61	15.89	16.32	16.89	17.47	18.04	18.61	18.90
Head/Night Custodian	13.40	13.80	14.07	14.34	14.61	14.87	15.28	15.81	16.35	16.88	17.42	17.69
Custodian	12.78	13.16	13.41	13.67	13.93	14.18	14.56	15.08	15.59	16.10	16.61	16.86
Part Time Custodian (Add \$0.45 for Bldg Responsibility)	10.99	11.32	11.54	11.76	11.98	12.20	12.53	12.97	13.41	13.85	14.29	14.51
Secretary I & II	12.98	13.37	13.63	13.89	14.15	14.41	14.80	15.32	15.84	16.36	16.88	17.14
Bus Driver	14.63	15.07	15.36	15.65	15.95	16.24	16.68	17.26	17.85	18.43	19.02	19.31
Mechanic	16.40	16.90	17.22	17.55	17.88	18.21	18.70	19.36	20.01	20.67	21.32	21.65
Mechanic Helper	14.53	14.96	15.25	15.54	15.83	16.12	16.56	17.14	17.72	18.30	18.88	19.17
Field Trip Rate	14.25											
Catering Rate	12.02											

**CLOVERLEAF LOCAL SCHOOL DISTRICT  
CLASSIFIED EMPLOYEE WAGE RATE SCHEDULE  
EFFECTIVE JULY 1, 2017 (FY 2017-18)**

<b>Step</b>	<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>7</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>	<b>27</b>
<b>Index</b>	<b>1</b>	<b>1.03</b>	<b>1.05</b>	<b>1.07</b>	<b>1.09</b>	<b>1.11</b>	<b>1.14</b>	<b>1.18</b>	<b>1.22</b>	<b>1.26</b>	<b>1.30</b>	<b>1.32</b>
Courier	13.61	14.02	14.29	14.56	14.83	15.11	15.51	16.06	16.60	17.15	17.69	17.96
Paraprofessional	11.17	11.51	11.73	11.95	12.18	12.40	12.74	13.18	13.63	14.08	14.52	14.75
Food Service Mgr	13.31	13.71	13.97	14.24	14.51	14.77	15.17	15.70	16.24	16.77	17.30	17.57
Head Cook (Rates to take effect (7/1/13))	11.49	11.84	12.07	12.30	12.53	12.76	13.10	13.56	14.02	14.48	14.94	15.17
Food Service Lead Helper (Rates to take effect 7/1/13)	11.49	11.84	12.07	12.30	12.53	12.76	13.10	13.56	14.02	14.48	14.94	15.17
Food Service Helper	10.99	11.32	11.54	11.76	11.98	12.20	12.53	12.97	13.41	13.85	14.29	14.51
Maintenance	15.06	15.51	15.81	16.11	16.41	16.71	17.17	17.77	18.37	18.97	19.57	19.88
Maintenance - Waste Water	17.30	17.82	18.17	18.51	18.86	19.21	19.73	20.42	21.11	21.80	22.49	22.84
Head Custodian	14.60	15.04	15.33	15.63	15.92	16.21	16.65	17.23	17.82	18.40	18.98	19.28
Head/Night Custodian	13.80	14.22	14.49	14.77	15.04	15.32	15.74	16.29	16.84	17.39	17.94	18.22
Custodian	13.03	13.42	13.68	13.94	14.20	14.46	14.86	15.38	15.90	16.42	16.94	17.20
Part Time Custodian (Add \$0.45 for Bldg Responsibility)	11.21	11.55	11.77	12.00	12.22	12.45	12.78	13.23	13.68	14.13	14.58	14.80
Secretary I & II	13.37	13.77	14.04	14.31	14.58	14.84	15.25	15.78	16.32	16.85	17.39	17.65
Bus Driver	15.07	15.52	15.82	16.12	16.42	16.73	17.18	17.78	18.38	18.99	19.59	19.89
Mechanic	16.90	17.40	17.74	18.08	18.42	18.75	19.26	19.94	20.61	21.29	21.96	22.30
Mechanic Helper	14.82	15.26	15.56	15.85	16.15	16.45	16.89	17.48	18.08	18.67	19.26	19.56
Field Trip Rate	14.68											
Catering Rate	12.38											

**CLOVERLEAF LOCAL SCHOOL DISTRICT  
OAPSE GRIEVANCE PROCEDURE FORM**

GRIEVANT'S NAME: \_\_\_\_\_  
CLASSIFICATION: \_\_\_\_\_  
WORK LOCATION: \_\_\_\_\_  
PHONE /HOME: \_\_\_\_\_ WORK: \_\_\_\_\_

OAPSE PRESIDENT/STEWARD SIGNATURE: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ LOCATION OF OCCURRENCE: \_\_\_\_\_

INFORMAL STEP: MEETING DATE \_\_\_\_\_

STEP 1:

STATEMENT OF GRIEVANCE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VIOLATION: \_\_\_\_\_

RELIEF REQUESTED: \_\_\_\_\_

GRIEVANT'S SIGNATURE: \_\_\_\_\_

DATE PRESENTED TO SUPERVISOR: \_\_\_\_\_

STEP 1: Disposition \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_ SUPERVISOR'S SIGNATURE: \_\_\_\_\_

I hereby (do/do not) request that my grievance be forwarded to Step 2.

GRIEVANT'S SIGNATURE: \_\_\_\_\_

DATE PRESENTED TO SUPERINTENDENT OR DESIGNEE: \_\_\_\_\_

STEP 2: Disposition: \_\_\_\_\_

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

DATE: \_\_\_\_\_

SUPERINTENDENT'S OR DESIGNEE'S SIGNATURE: \_\_\_\_\_

I hereby (do/do not) request that my grievance be forwarded to Step 3.

GRIEVANT'S SIGNATURE: \_\_\_\_\_

DATE PRESENTED TO BOARD: \_\_\_\_\_

STEP 3: Disposition: \_\_\_\_\_

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

DATE: \_\_\_\_\_

BOARD REPRESENTATIVE'S SIGNATURE: \_\_\_\_\_

I hereby (do/do not) request that my grievance be forwarded to Step 4.

GRIEVANT'S SIGNATURE: \_\_\_\_\_

**CLOVERLEAF LOCAL SCHOOL DISTRICT**  
**ASSAULT LEAVE FORM**

To be completed and sent to the Superintendent immediately upon claiming Assault Leave. If medical attention is required, a licensed physician’s statement must accompany this form.

Date(s) of Absence \_\_\_\_\_ Number of Days: \_\_\_\_\_

Describe briefly the conditions surrounding the absence: \_\_\_\_\_

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Date Filed: \_\_\_\_\_ (Signature) \_\_\_\_\_



**CLOVERLEAF LOCAL SCHOOL DISTRICT**  
**CLASSIFIED EMPLOYEE INSURANCE PARTICIPATION COSTS**

1. Employees hired before 1/01/12 [Tier One]

	SINGLE PLAN	FAMILY PLAN
<u>**\$34,892 or more</u>		
Add'l Life	Actual Cost	Actual Cost
Major Medical/Drug with or without Dental	15%	15%
Dental Only	15%	15%
 <u>6 Hours or over to **\$34,891</u>		
Add'l Life	Actual Cost	Actual Cost
Major Medical/Drug with or without Dental	10%	10%
Dental Only	10%	10%
 <u>4 – 5.9 Hours</u>		
Add'l Life	Actual Cost	Actual Cost
Major Medical/Drug with or without Dental	10%	10%
Dental Only	10%	10%

Employees may pick or choose any/all of the above offered options.

\*\*Dollar amounts are contracted annual amounts and do not include overtime.

- A. Employees in Tier One are “grandfathered” at the above participation percentages so long as any reduction in hours is due to a reduction in force. Employees who successfully bid into fewer hours will pay the applicable Tier Two insurance participation rate.

2. Employees hired on or after 1/01/12 [Tier Two]

	SINGLE PLAN	FAMILY PLAN
<u>**\$34,892 or more</u>		
Add'l Life	Actual Cost	Actual Cost
Major Medical/Drug with or without Dental	15%	15%
Dental Only	15%	15%
 <u>6 Hours or more to **\$34,891</u>		
Add'l Life	Actual Cost	Actual Cost
Major Medical/Drug with or without Dental	12%	12%
Dental Only	12%	12%
 <u>Under 6 Hours</u>		
Add'l Life	Actual Cost	Actual Cost
Major Medical/Drug with or without Dental	Actual Cost	Actual Cost
Dental Only	Actual Cost	Actual Cost

Employees may pick or choose any/all of the above offered options.

\*\*Dollar amounts are contracted annual amounts and do not include overtime.

No employee premiums will be assessed for Tier One and Tier Two employees when the Board receives a premium holiday.

**CLOVERLEAF LOCAL SCHOOL DISTRICT  
NOTICE OF INTENT TO USE PERSONAL LEAVE**

Except in cases of emergency, this form shall be completed and delivered to the Superintendent at least five (5) days in advance of the anticipated absence. \_\_\_\_\_ Emergency (less than 5 days)

Full Day \_\_\_\_\_ Half Day \_\_\_\_\_ (AM \_\_\_\_\_/PM \_\_\_\_\_)

I hereby serve notice of my intent to use personal leave on \_\_\_\_\_  
Month Day Year

It is understood that members of the bargaining unit shall not use personal leave for:

- A. Matters that are covered by other leave provisions specified in this Agreement;
- B. Recreation;
- C. Accompanying a spouse on a business trip;
- D. Vacation; and/or
- E. Working at other employment, including self-employment.

I certify that this is a personal matter that cannot be handled except during school hours and that it is not for one of the reasons stated above. (Please turn in to Principal/Supervisor.)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Acknowledgement of receipt by Principal/Supervisor  
(forward to Superintendents Office)

\_\_\_\_\_  
Building

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date of Application

\_\_\_\_\_  
Date of Receipt in Superintendent's Office

Falsification or improper use of personal leave may be grounds for suspension or termination of employment pursuant to O.R.C. §3319.16 or §3319.081.

***White – Treasurer's Copy    Yellow – Principal/Supervisor's Copy    Pink – Applicant's Copy***  
***SUBMIT ALL COPIES FOR APPROVAL***

**CLOVERLEAF LOCAL SCHOOL DISTRICT  
CLASSIFIED EMPLOYEE UNIFORM POLICY**

A. Food Service Uniform Policy:

1. All clothing and uniforms to be clean and in good repair.  
  
SHOES: Rubber-type bottom – non-slip or slip resistant.  
  
VISOR/HAT/ Recommended. Shoulder length and longer, tied back. (Please  
HAIRNET: note that it is recommended by the Ohio Dept. of Health and  
mandatory by MMS Quality Standards)
2. Miscellaneous
  - T-shirts and jeans acceptable only on appropriate school or food service special event days (i.e. sports day).
  - Employees are expected to purchase as indicated above when replacing present uniforms.
3. Special Function Attire: Black and White, or Chef Uniform (chef coat and pants provided under Section B.f. Article 28) as determined by Food Service Director.

B. Bus Driver Uniform Policy

1. The Administration and Union by a joint committee shall select a jacket to be worn by bus drivers while on duty.
2. The Board agrees to pay \$75.00 per employee toward the purchase of a committee-approved jacket every three (3) years of service for each employee starting with the effective date of this Agreement. Jackets purchased in accordance with this provision are the property of the employee.

C. Custodian Uniform Policy

1. The Administration and Union by joint committee shall select a shirt to be worn by custodians on duty and shall select a specific color of pants to be worn with the selected shirt.
2. Custodians shall wear pants which are the color selected with the shirt selected by the committee.

3. The Board agrees to pay up to Ninety Five Dollars (\$95.00) per employee per year for the purchase of uniforms for each custodian and/or shoes. Uniforms purchased in accordance with this provision are the property of the employee.

**CLOVERLEAF LOCAL SCHOOLS  
OAPSE Article 13F  
Donation of Sick Leave Request Form**

Applicant: \_\_\_\_\_

Is period of absence thirty (30) consecutive workdays or longer?     Yes                   No

If “no” explain special circumstances for your request:

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

Superintendent: Approval box checked if employee’s application meets all requirements of Article 13(F)(7)   

\*\*\*\*\*

Employees requesting to donate sick leave.

Signatures

Days Donated (May not exceed 5)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

<p><b>NOTE: Physician verification of severity of illness or injury required. See Master Agreement Article 13 Section F(c). Applicant cannot receive more than an aggregate of twenty (20) donated sick leave days in any one (1) school year.</b></p>
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# CERTIFICATE

OAPSE Contract  
July 1, 2015 through June 30, 2018

The undersigned, Treasurer of the Board of Education of the Cloverleaf Local School District, Medina County, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2012 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.


The undersigned, Treasurer and President of the Board of Education of the Cloverleaf Local School District, Medina County, Ohio and the Superintendent of Schools of the Cloverleaf Local School District, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.


This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated: \_\_\_\_\_

4/25/16

CLOVERLEAF LOCAL SCHOOL DISTRICT  
MEDINA COUNTY, OHIO

  
\_\_\_\_\_  
Treasurer, Board of Education

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Superintendent of Schools