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NEGOTIATED AGREEMENT

BETWEEN THE

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

LOCAL #619

AND THE

JOSEPH BADGER LOCAL BOARD OF EDUCATION

JULY 1, 2016 – JUNE 30, 2019

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OAPSE AGREEMENT

ARTICLE I. PREAMBLE

1.1 Recognizing that providing a high-quality education for the children of the Joseph Badger Local School District is the primary purpose of this school district and that good morale in the classified staff is necessary for the best education of the children, we hereby declare that:

1.1.1 The Board will reserve all rights to manage the system and its employees as provided by law, except as abridged, modified, amended and/or prohibited by the terms of this agreement.

1.1.2 The parties recognize that the objectives of the mutual understanding, cooperation, and effective communications should continue to exist between the Board of Education and its classified staff.

ARTICLE II. RECOGNITION

2.1 The Joseph Badger Local Board of Education recognizes the Ohio Association of Public School Employees AFSCME Local 4, on behalf of OAPSE Local #619 as the sole and exclusive bargaining agent for all regular full-time and regular short-hour classified bargaining unit members. Individuals under written contract, in the School District eligible for membership in the Union are in the following classifications:

1. Bus Drivers
2. Cafeteria Employees
3. Custodial Employees
4. Building Secretaries

2.1.1 Excluded from the bargaining unit are the following classifications:

1. Superintendent's Secretary
2. Payroll Accountant
3. Financial Accountant
4. Certified Teachers
5. Educational Aide Personnel
6. Supervisors
7. Administrators
8. Auxiliary Service Clerks
9. Teaching Assistants/Aides
10. Lunchroom & Recess Aides
11. Athletic Director's Secretary¹
12. Nurses
13. Student Sweeper/Cleaner (1)

No administrator or supervisor may regularly do work which is exclusively performed by the bargaining unit nor will the performance of such work by an administrator or supervisor result in a reduction of the current number of classified employees in any classification. No bargaining unit member may hold a position that requires the hiring/firing, discipline or evaluation of another member.

¹ The position of Athletic Secretary will remain exempt from the bargaining unit as long as the position works fifteen (15) hours per week or less. If this position is increased in hours above the current fifteen (15) hours per week, then the position will become a part of the Local #619 bargaining unit.

- 2.2 All bus drivers who are under written contract working twenty (20) or more hours per week will be considered for the purpose of this agreement as full-time bargaining unit members. Bus drivers working less than twenty (20) hours per week will be considered short hour bargaining unit members.
- 2.3 All custodians, building secretaries and cafeteria employees under written contract, working thirty (30) or more hours per week will be considered for the purpose of this agreement as full-time bargaining unit members. Custodians, building secretaries and cafeteria employees working less than thirty (30) hours per week will be considered short hour bargaining unit members.

WRITTEN CONTRACTS FOR CLASSIFIED BARGAINING UNIT MEMBERS

- 2.4 (A) Newly-hired regular bargaining unit members, including regular, hourly rate, salary or per diem bargaining unit members will enter into written contracts for their employment. These newly-hired bargaining unit members will serve a ninety (90) calendar day probationary period. Should the Board continue their employment they will enter into written contract for their employment, which will be for a period of not more than one (1) year and will be backdated to the original date of hire. If such bargaining unit members are rehired, their subsequent contract will be for a period of two (2) years as per ORC 3319.081.
- (B) After completing the two (2) year contract provided in division 2.4A of this section, if re-employed, the bargaining unit member will be granted a continuing contract. The salary provided in the contract may be increased but not reduced unless such reduction is a part of the uniform plan affecting the bargaining unit members of the entire district. All contract non-renewals must be in accordance with ORC 3319.081.
- (C) Continuing contracts as provided for in this section may be terminated by a majority vote of the Board of Education. Such contracts may be terminated, in writing, only for violation of written rules and regulations as set forth by the board of education or those found in state code ORC 3319.081 and for other just cause. In addition to the right of the Board of Education to terminate the contract of a bargaining unit member the board may suspend a member for a definite period of time or demote the bargaining unit member for the reasons set forth in this provision. The action of the Board of Education terminating the contract of the bargaining unit member or demoting him/her will be served upon the member by registered mail.
- (D) Any bargaining unit member may terminate his contract of employment ten (10) days subsequent to the filing of the written notice of such termination with the Treasurer of the Board.
- (E) A person hired exclusively for the purpose of replacing a bargaining unit member while such member is on leave of absence granted under Section 3319.13 of the Ohio Revised Code is not a regular bargaining unit member under this section.
- (F) The Board will issue a contract or salary notice annually to each member that will include:
 - 1. Number of days to be worked each year
 - 2. Number of hours worked per day
 - 3. Hourly rate for the contract year
 - 4. Number and date of paid holidays for the contract year
- 2.5 A change in the bargaining unit representation will take place only in accordance with O.R.C. Section 4117.

ARTICLE III. PRINCIPLES

- 3.1 Attaining Objectives: Attainment of objectives of the educational program of the Joseph Badger Local School District requires mutual understanding and cooperation among the board of education, the Superintendent, and the classified staff; therefore, the free and open exchange of views are desirable and necessary in the negotiations process.
- 3.2 Right to Join or Not To Join: It is further realized that the classified staff has the right to join, participate in, and assist the union, and the right to refrain from such.
- 3.3 There will be no discrimination or intimidation by the board or the association against any member as a result of, or because of, such member's race, color, creed, sex, or national origin.

ARTICLE IV. AREAS FOR DISCUSSION AND AGREEMENT

- 4.1 Subjects for negotiations will be salaries, fringe benefits, terms and conditions of employment, and all other items that are mutually agreed upon.
- 4.2 The management will reserve all rights and privileges of control over the school system and its employees as expressed within the Ohio Revised Code except as altered, amended, or prohibited by the express terms and conditions of this contract.

ARTICLE V. PROCEDURES FOR CONDUCTING NEGOTIATIONS

- 5.1 The Board and the Union will be represented at all negotiation meetings by a team of negotiators, not to exceed five (5) members each. When meetings are scheduled during a team member's work shift, such member will be excused to attend the meeting without the loss of pay. Each team may also have one (1) additional person as counsel.
- 5.2 Submission of Issues: Upon request of either party for a meeting to open successor contract negotiations, a mutually accepted meeting date will be set not more than fifteen (15) days following such request. In any given school year of the final year of the contract, such request will not be made before February 1. The parties will mutually exchange initial proposals at or before the first meeting, which exchange may be electronic by agreement. No additional issues will be submitted after the initial exchange of proposals unless agreed to by the parties. The second meeting and all necessary subsequent meetings will be called at times mutually agreed upon by the parties. Subsequent meetings will be used to negotiate the proposals until a tentative agreement is reached.
- 5.3 Meeting will not exceed three (3) hours, unless parties mutually agree to extend.
- 5.4 Caucus: Upon request of either party, the negotiation meeting will be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.
- 5.5 Exchange of Information: Prior to and during the period of negotiations, the Board and the Union agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.
- 5.6 Progress Reports: The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Union the proceedings of the negotiations will not be released to the media unless such an issuance has the prior approval of both parties. However, once impasse is declared, the public's right to know must be considered, and any and all proposals may then be released by either party.

5.7 Reaching Agreement: When consensus is reached through dialogue, covering the areas under discussion, the proposed agreement will be reduced to writing and a tentative agreement submitted to the Union and the Board for approval. Following approval by the union and by the Board, the Board will, by resolution, adopt the agreement. The Union and the Board agree to abide by the terms of the agreement and to take the necessary action to advise its members of the terms of the agreement.

5.8 Impasse Procedure

5.8.1 In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties will have the option of declaring impasse.

5.8.2 If impasse is declared, it is with the understanding that impasse is declared on all issues.

5.8.3 The parties will jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS).

5.8.4 Parties will continue to meet in mediation for a minimum period of twenty-one (21) days.

5.8.5 It is agreed that the procedures set forth in this Section constitute a mutually agreed dispute settlement procedure which supersedes the procedures contained in ORC 4117.14.

5.9 The Board/administration will reproduce on 8.5 x 11 paper or on CD, copies of this Master Agreement for both the Board and OAPSE members.

ARTICLE VI. LEAVES

6.1 Sick Leave

6.1.1 Sick leave: Members of the bargaining unit will be entitled to fifteen (15) days of sick leave, with pay, for each year he/she is under contract. Sick leave is credited at the rate of 1-1/4 days per month.

6.1.2 Unused sick leave may be accumulated up to a maximum of three hundred fifty (350) days.

Newly-employed member(s) may transfer within ninety (90) days of hire, up to ten (10) years of accumulated but unused sick leave from another public employer in the state.

6.1.3 Sick leave may be used for absences necessitated by personal illness or injury, including any disabling condition caused by pregnancy, by exposure to a communicable disease, or by illness, injury, or death in the member's immediate family, as defined herein. Bargaining unit members on sick leave or reasonably expected to be on sick leave for a duration of three (3) or more consecutive days must, upon request, provide the Board with medical verification concerning the prospects of a return to work.

6.1.4 For the purpose of illness or injury, immediate family will be defined as the employee's parent, spouse, spouse's parents, child, grandchild, or any dependent living in the member's household. Sick leave may be utilized for these family members when the bargaining unit member is required to serve as a caregiver relative to injury or illness.

- 6.1.5 For the purpose of death, immediate family will be defined as the member's parent, spouse, child, sibling, grandparent, grandchild, aunt, uncle, in-laws bearing any of those relationships, or any dependent living in the member's household.
- 6.1.6 The member is required to notify his/her immediate supervisor as soon as possible after becoming aware of the need to use sick leave.
- 6.1.7 Not later than the second work day after returning to work from sick leave, the member will complete, sign, and submit the board provided absence form. No sick leave payment will be made until the required form is submitted and recorded.
- 6.1.8 Each newly hired member and current members who exhaust their sick leave will be entitled to an advancement of five (5) days against their annual total of fifteen (15) yet unearned. An employee who has exhausted all their sick leave will have board paid benefits for two (2) months beyond the month that sick leave was exhausted. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in any way limited in taking appropriate disciplinary action, up to and including termination, for any unauthorized absence without approved leave.

6.2 Personal Leave

- 6.2.1 Each bargaining unit member will be granted three (3) days of personal leave, with pay, each year for matters of personal business which cannot be conducted at times other than during the normal work day. Member will give forty-eight (48) hours prior notice of intention to use personal leave except in an emergency. No more than one (1) personal leave day may be used in any five (5) work day period except as approved by the Superintendent. The decision of the Superintendent will be final. Should personal leave be denied or exhausted, there is no expectation that unpaid leave days will be provided and any absence without approved leave status may result in disciplinary action up to and including termination. These days are not cumulative from year to year but those unused will be added to sick leave at the end of the school year in June. If the employee leaves employment and is hired in another public school in the State of Ohio, the days will be pro-rated based on the length of their contract.
- 6.2.2 When a member is absent for personal reasons, a leave form will be signed by the member and appropriate supervisor and will be filed with the Superintendent on the morning of his/her return to school.
- 6.2.3 Personal leave days will not be granted on the day before or the day after a vacation or holiday period, except in extenuating circumstances and with the approval of the Superintendent. The decision of the Superintendent will be final.
- 6.2.4 No more than 25% of the classified staff may be granted personal leave on a given day.
- 6.2.5 Personal days cannot be used consecutively except as approved by the Superintendent. The decision of the Superintendent will be final.
- 6.2.6 Bargaining unit members will be permitted to use no more than one personal leave day for each month of the following months of April, May or June except with Superintendent approval. The decision of the Superintendent will be final.

6.2.7 All bargaining unit members may use personal leave in half-day segments.

6.3 Citizenship Leave

6.3.1 The Board of Education will provide citizenship leave to bargaining unit members

6.3.1.1 Court appearance for Jury Duty will be with full pay and the employee will keep the stipend from the court.

6.3.1.2 Court appearance as a subpoenaed witness will be with full pay and the employee will keep the stipend from the court.

6.4 Maternity/Parental Leave

6.4.1 This leave will apply to member (s) who are full time members of the District and have completed at least one year of service.

6.4.2 A pregnant member may continue in her assignment as determined by her and the physician. Upon her election to seek leave, she may elect one of the following:

OPTION A: Upon specific written request, a member may use accumulated sick leave during her period of disability before birth for illness or disability accompanying such pregnancy and up to six (6) weeks after birth. Such a disability must be certified by the member's physician. The member's benefits will be continued according to terms of the collective bargaining agreement. At the completion of the leave the member is expected to return or:

OPTION B: She may request unpaid leave of absence for the balance of any school year and one additional year. This option will provide benefits according to 6.8 following any qualifying FMLA period.

6.4.3 Application for the leave will be in writing at least 30 days prior

- A. Selection Option A or Option B
- B. Expected date of birth or receipt of custody in adoptions
- C. Date leave is to start
- D. Anticipated date of return

6.5 Assault Leave

A member of the bargaining unit who is required to be absent due to physical disability resulting from an unprovoked assault that occurs in the course of Board employment while on duty either on school grounds, during school hours, or where required to be in attendance at a school sponsored function, will be eligible to receive assault leave. Upon determination of eligibility by the Board and/or its designee, such leave will be granted upon the member's delivering to the Treasurer a signed statement. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault and the facts surrounding the assault. If medical attention is required the member will supply a certificate from a licensed physician stating the nature of the disability and its duration. Assault leave shall be for a maximum of twenty (20) days.

6.6 Bereavement Leave

6.6.1 In the case of a death in a member's immediate family (spouse, children, parents, spouse's parents, siblings, grandchildren, grandparents or any member living within the household), absence up to three (3) days, will be granted, not to be charged as sick leave.

6.7 Unpaid Leave

- 6.7.1 In accordance with Ohio Revised Code Section 3319.13, upon written request, the Board may grant a leave of absence for a period of not more than two (2) years for educational or professional purposes, and will grant such leaves where illness or other disability is the reason for the request.
- 6.7.2 Reinstatement: In all cases of unpaid leaves of absence, the bargaining unit member will give notice of their intent to return at least thirty (30) days prior to the expiration of the leave.
- 6.7.3 Any short term unpaid leaves of absence are at the discretion of Superintendent and must be approved prior to the day(s) of absence. Such leave may be approved in half-day increments. It is understood that no employee shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless otherwise qualified under appropriate FMLA leave). For example, unpaid leave may not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons. Absence without approved leave status is grounds for disciplinary action up to and including termination.
- 6.7.4 Article 6 does not encompass situations falling under the Family Medical Leave Act.

6.8 Fringe Benefits While On Leave

A bargaining unit member on a medical or maternity leave of absence or a family medical leave of absence, will have his/her fringe benefits according to terms of the collective bargaining agreement, for a twelve (12) week period. Following the twelve (12) week period, if the member wishes to continue his/her fringes, he/she will have the option to continue their fringe benefits in accordance with COBRA rules and regulations.

6.9 Military Leave

Bargaining Unit members who are members of the Armed Forces Reserves are entitled to a leave of absence without loss of pay according to ORC 5923.05.

6.10 Family and Medical Leave Act Leave

The Family and Medical Leave Act (FMLA) and its associated regulations will apply to all bargaining unit members who meet its eligibility requirements. For purposes of this Section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

ARTICLE VII. SALARIES

Salary Schedule

All positions will receive a 1.75% increase for the duration of this agreement.

Head Custodian w/ License - 40 Hours/Week w/ 11 Holidays			
Step	2017	2018	2019
0	\$ 14.79	\$ 15.05	\$ 15.31
1	\$ 14.94	\$ 15.20	\$ 15.47
2	\$ 15.13	\$ 15.39	\$ 15.66
3	\$ 15.30	\$ 15.57	\$ 15.84
4	\$ 15.44	\$ 15.71	\$ 15.98
5	\$ 15.61	\$ 15.88	\$ 16.16
6	\$ 15.81	\$ 16.09	\$ 16.37
7	\$ 15.97	\$ 16.25	\$ 16.53
8	\$ 16.10	\$ 16.38	\$ 16.67
9	\$ 16.26	\$ 16.54	\$ 16.83
10	\$ 16.39	\$ 16.68	\$ 16.97
15	\$ 16.58	\$ 16.87	\$ 17.17
20	\$ 16.81	\$ 17.10	\$ 17.40
25	\$ 17.11	\$ 17.41	\$ 17.71
27	\$ 17.44	\$ 17.75	\$ 18.06

Assistant Custodian w/License- 40 Hours/Week w/ 11 Holidays			
Step	2017	2018	2019
0	\$ 13.50	\$ 13.74	\$ 13.98
1	\$ 13.67	\$ 13.91	\$ 14.15
2	\$ 13.84	\$ 14.08	\$ 14.33
3	\$ 14.00	\$ 14.25	\$ 14.50
4	\$ 14.15	\$ 14.40	\$ 14.65
5	\$ 14.34	\$ 14.59	\$ 14.85
6	\$ 14.48	\$ 14.73	\$ 14.99
10	\$ 14.61	\$ 14.87	\$ 15.13
15	\$ 14.78	\$ 15.04	\$ 15.30
20	\$ 15.01	\$ 15.27	\$ 15.54
25	\$ 15.31	\$ 15.58	\$ 15.85
27	\$ 15.64	\$ 15.91	\$ 16.19

Head Custodian w/out License - 40 Hours/Week w/ 11 Holidays			
Step	2017	2018	2019
0	\$ 14.34	\$ 14.59	\$ 14.85
1	\$ 14.49	\$ 14.75	\$ 15.01
2	\$ 14.65	\$ 14.91	\$ 15.17
3	\$ 14.82	\$ 15.07	\$ 15.34
4	\$ 14.99	\$ 15.25	\$ 15.52
5	\$ 15.16	\$ 15.42	\$ 15.69
6	\$ 15.41	\$ 15.67	\$ 15.95
7	\$ 15.48	\$ 15.75	\$ 16.02
8	\$ 15.64	\$ 15.92	\$ 16.20
9	\$ 15.83	\$ 16.11	\$ 16.39
10	\$ 15.93	\$ 16.21	\$ 16.49
15	\$ 16.10	\$ 16.38	\$ 16.67
20	\$ 16.34	\$ 16.63	\$ 16.92
25	\$ 16.66	\$ 16.95	\$ 17.24
27	\$ 16.99	\$ 17.29	\$ 17.59

Assistant Custodian w/out License - 40 Hours/Week w/ 11 Holidays			
Step	2017	2018	2019
0	\$ 13.76	\$ 14.00	\$ 14.24
1	\$ 13.92	\$ 14.17	\$ 14.42
2	\$ 14.08	\$ 14.33	\$ 14.58
3	\$ 14.24	\$ 14.49	\$ 14.75
4	\$ 14.41	\$ 14.67	\$ 14.92
5	\$ 14.58	\$ 14.84	\$ 15.10
6	\$ 14.75	\$ 15.01	\$ 15.27
10	\$ 14.86	\$ 15.12	\$ 15.38
15	\$ 15.04	\$ 15.30	\$ 15.57
20	\$ 15.28	\$ 15.55	\$ 15.82
25	\$ 15.58	\$ 15.85	\$ 16.13
27	\$ 15.94	\$ 16.22	\$ 16.50

High School Secretary - 219 Days w/ 7 Holidays			
Step	2017	2018	2019
0	\$ 15.45	\$ 15.72	\$ 16.00
1	\$ 15.61	\$ 15.88	\$ 16.16
2	\$ 15.71	\$ 15.98	\$ 16.26
3	\$ 15.81	\$ 16.09	\$ 16.37
4	\$ 15.98	\$ 16.26	\$ 16.54
5	\$ 16.10	\$ 16.38	\$ 16.67
6	\$ 16.19	\$ 16.47	\$ 16.76
7	\$ 16.34	\$ 16.63	\$ 16.92
8	\$ 16.51	\$ 16.80	\$ 17.09
9	\$ 16.64	\$ 16.93	\$ 17.23
10	\$ 16.75	\$ 17.04	\$ 17.34
15	\$ 16.93	\$ 17.23	\$ 17.53
20	\$ 17.16	\$ 17.46	\$ 17.77
25	\$ 17.46	\$ 17.77	\$ 18.08
27	\$ 17.82	\$ 18.13	\$ 18.45

Elem/Middle School Secretary - 205 Days w/ 7 Holidays			
Step	2017	2018	2019
0	\$ 14.95	\$ 15.21	\$ 15.48
1	\$ 15.15	\$ 15.42	\$ 15.69
2	\$ 15.30	\$ 15.57	\$ 15.84
3	\$ 15.44	\$ 15.71	\$ 15.98
4	\$ 15.62	\$ 15.89	\$ 16.17
5	\$ 15.80	\$ 16.08	\$ 16.36
6	\$ 15.92	\$ 16.20	\$ 16.48
7	\$ 16.12	\$ 16.40	\$ 16.69
8	\$ 16.24	\$ 16.52	\$ 16.81
9	\$ 16.40	\$ 16.69	\$ 16.98
10	\$ 16.53	\$ 16.82	\$ 17.11
15	\$ 16.71	\$ 17.00	\$ 17.30
20	\$ 16.95	\$ 17.25	\$ 17.55
25	\$ 17.25	\$ 17.55	\$ 17.86
27	\$ 17.61	\$ 17.92	\$ 18.23

Guidance Secretary - 205 Days w/ 7 Holidays			
Step	2017	2018	2019
0	\$ 14.12	\$ 14.37	\$ 14.62
1	\$ 14.26	\$ 14.51	\$ 14.76
2	\$ 14.42	\$ 14.67	\$ 14.93
3	\$ 14.61	\$ 14.87	\$ 15.13
4	\$ 14.80	\$ 15.06	\$ 15.32
5	\$ 14.92	\$ 15.18	\$ 15.45
6	\$ 15.07	\$ 15.33	\$ 15.60
7	\$ 15.26	\$ 15.53	\$ 15.80
8	\$ 15.78	\$ 16.06	\$ 16.34
9	\$ 15.93	\$ 16.21	\$ 16.49
10	\$ 16.05	\$ 16.33	\$ 16.62
15	\$ 16.22	\$ 16.50	\$ 16.79
20	\$ 16.48	\$ 16.77	\$ 17.06
25	\$ 16.77	\$ 17.06	\$ 17.36
27	\$ 17.13	\$ 17.43	\$ 17.74

Head Cook - 32.5 Hours/Week w/ 8 Holidays			
Step	2017	2018	2019
0	\$ 12.15	\$ 12.36	\$ 12.58
1	\$ 12.33	\$ 12.55	\$ 12.77
2	\$ 12.48	\$ 12.70	\$ 12.92
3	\$ 12.67	\$ 12.89	\$ 13.12
4	\$ 12.84	\$ 13.06	\$ 13.29
5	\$ 13.02	\$ 13.25	\$ 13.48
6	\$ 13.19	\$ 13.42	\$ 13.65
7	\$ 13.37	\$ 13.60	\$ 13.84
8	\$ 13.52	\$ 13.76	\$ 14.00
9	\$ 13.71	\$ 13.95	\$ 14.19
10	\$ 13.83	\$ 14.07	\$ 14.32
15	\$ 14.00	\$ 14.25	\$ 14.50
20	\$ 14.22	\$ 14.47	\$ 14.72
25	\$ 14.55	\$ 14.80	\$ 15.06
27	\$ 14.87	\$ 15.13	\$ 15.39

Bus Driver - 178 Driving Days w/ 2 In-Service Days and 8 Holidays			
Step	2017	2018	2019
0	\$ 14.50	\$ 14.75	\$ 15.01
1	\$ 14.93	\$ 15.19	\$ 15.46
2	\$ 15.39	\$ 15.66	\$ 15.93
3	\$ 15.84	\$ 16.12	\$ 16.40
4	\$ 16.21	\$ 16.49	\$ 16.78
5	\$ 16.73	\$ 17.02	\$ 17.32
6	\$ 17.16	\$ 17.46	\$ 17.77
10	\$ 17.28	\$ 17.58	\$ 17.89
15	\$ 17.46	\$ 17.77	\$ 18.08
20	\$ 17.71	\$ 18.02	\$ 18.34
25	\$ 18.00	\$ 18.32	\$ 18.64
27	\$ 18.34	\$ 18.66	\$ 18.99

Assistant Cook /Café Aide - 15 Hours/Week w/ 8 Holidays			
Step	2017	2018	2019
0	\$ 11.52	\$ 11.72	\$ 11.93
1	\$ 11.70	\$ 11.90	\$ 12.11
2	\$ 11.86	\$ 12.07	\$ 12.28
3	\$ 12.05	\$ 12.26	\$ 12.47
4	\$ 12.23	\$ 12.44	\$ 12.66
5	\$ 12.41	\$ 12.63	\$ 12.85
6	\$ 12.57	\$ 12.79	\$ 13.01
7	\$ 12.74	\$ 12.96	\$ 13.19
8	\$ 12.91	\$ 13.14	\$ 13.37
9	\$ 13.09	\$ 13.32	\$ 13.55
10	\$ 13.20	\$ 13.43	\$ 13.67
15	\$ 13.39	\$ 13.62	\$ 13.86
20	\$ 13.61	\$ 13.85	\$ 14.09
25	\$ 13.93	\$ 14.17	\$ 14.42
27	\$ 14.23	\$ 14.48	\$ 14.73

Substitutes and Field Trip Rates			
	2017	2018	2019
Cook	\$ 10.85	\$ 11.04	\$ 11.23
Bus Driver	\$ 14.50	\$ 14.75	\$ 15.01
Field Trip Rate	\$ 12.26	\$ 12.47	\$ 12.69
Custodian	\$ 11.93	\$ 12.14	\$ 12.35
Secretary	\$ 10.93	\$ 11.12	\$ 11.31

*Assistant Cooks will have same work year/days as Head Cooks. Aides

Any building secretary who must report to work during the summer break for student records, work permits, transcripts, mail, etc., shall be paid their regular hourly rate for all time spent performing such work.

7.1 All full-time custodians are to be treated as hourly employees. The custodians will turn in time sheets to the Treasurer by the first Tuesday following the end of each pay period. All overtime must be approved by the Superintendent.

7.2 Longevity Steps: Classified members will receive longevity increments as shown below as an adjustment to their indicated salary: (Article VII. Salary and Fringe Benefits, reflects this increase.)

A.	10 years	\$.10 per hour
B.	15 years	\$.15 per hour
C.	20 years	\$.20 per hour
D.	25 years	\$.25 per hour
E.	27 years	\$.30 per hour

7.3 Life Insurance: All full-time bargaining unit members will be provided a \$50,000 term life insurance policy. Short hour employees and those on job sharing arrangements will be provided a \$25,000 term life insurance policy.

7.4 Chartered Bus Trips: District sponsored field trips by chartered private coach will not exceed four (4) trips in any one school year without the consent of the union.

7.5 Medical Benefits

7.5.1 Hospitalization: The Board will provide medical/hospitalization/prescription drug insurance to bargaining unit members through the medical plan options provided by the Trumbull County Schools Employees Insurance Consortium (TCSEIS). Employee's premium co-pays will follow the TCSEIS.

7.5.1.1 If the Board receives a premium holiday from the consortium, the holiday will be passed on to the participating employee.

7.5.1.2 Wellness: Better Health

The Board shall pay each employee \$250 in 2016-2017, \$300 in 2017-2018 and \$350 in 2018-2019 as a Better Health stipend. To qualify for the Better Health stipend, the employee must certify by signature that he/she has participated in an exercise program an average of three times per week, a minimum of thirty minutes in a session, for a minimum of forty-eight weeks in a year, September 1 through August 31. The employee certification signature form will be provided by the Board and must be submitted by October 1. This stipend will be paid first pay in December.

7.5.1.3 Organizational Wellness

The Board shall pay each employee for Organizational Wellness based on the following chart:

0 days absent --	\$750
1 day absent --	\$500
2 days absent --	\$350
3 days absent --	\$300
4 days absent --	\$250

To qualify for the Organizational Wellness stipend, the employee must not utilize combined personal and sick leave (excludes Floating Holiday) in excess of four days per year. Employment Bereavement is permitted, not to exceed three days per occurrence and is not counted against the four days previously stated. This stipend will be paid second pay in June.

Dental Insurance:

The Board of Education shall pay 100% of the premium of the dental plan currently in effect for each employee. All benefits under such plan shall be, on balance, equal to or better than the program in effect as of August 31, 2007. Same coverage will remain in effect unless mutually agreed to by OAPSE and the Board. The present plan shall have a maximum benefit per calendar year for Class I, II and III services of \$1,200 and lifetime maximum for orthodontic services, per person \$1,200.

Prescription Drug Insurance: The Board of Education agrees to pay for each employee the cost of co-pay for prescription drugs beginning with prescription number twenty-six through fifty according to the following criteria.

- a. Beginning with prescription number one (1) maintenance drug mail order procedures shall be utilized whenever possible
- b. Generic drugs shall be utilized whenever possible unless prescription reads (DAW) dispense as written or generic drugs are not available for specified prescriptions. If generic drugs are available, but not used, then the Board will pay only the co-pay amount for generic drugs.

Insurance Coverage Cost Reduction Chart				
Short hr. Position	10 hrs/wk	11 to 19 hrs/wk	20 to 29 hrs/wk	30 to 40 hrs/wk
Bus	1/3	2/3	Full Coverage	Full Coverage
Cook	1/4	1/2	3/4	Full Coverage
Custodian	1/4	1/2	3/4	Full Coverage
Secretary²				Full Coverage

7.5.2. It is possible for a short hour employee to be scheduled to receive a paycheck that is too small to deduct the employee's premium contribution through normal payroll procedures. When this occurs, the employee must bring a personal check to the office of the Treasurer of the Joseph Badger Local Board of Education on or before the first day of the month one full month prior to the period for which coverage is selected. (Example: If coverage is selected to begin on March 1st, a check for the full employee contribution for coverage MUST be in the treasurer's office on or before February 1st). Because of the complex nature of this transaction, any late checks or any returned checks will be cause to terminate coverage immediately.

7.5.3 Insurance Opt-Out

All bargaining unit members will be given an option to decline any or all portions of health insurance coverage offered by the District. This option to decline any or all portions of health insurance coverage will be given annually in writing to

the Treasurer. Any bargaining unit member who, due to changes in circumstances, needs to begin utilizing any or all health insurance coverage may do so by informing the Treasurer in writing and filling out the necessary new insurance enrollment forms. The desired insurance will be reinstated as soon as possible in accordance with the terms and conditions of the insurance carrier. Bargaining unit members desiring to forego coverage for an entire year will be paid, through the District's 125 Plan, the following:

Health Insurance	12% of annual premium (payable each half)
Dental Insurance	\$100.00 (\$50.00 per half)

Any bargaining unit member who has not taken any of the above insurance coverage for the entire preceding year will be entitled to payment prior to January 15th for the period July-December and July 15th for the period January-June.

- 7.5.4 Substitute bus drivers who have driven or been employed sixty (60) consecutive days on a regular route or in the same classification will be entitled to all fringe benefits.
- 7.5.5 Bargaining unit members may enroll in any of the above named plans in compliance with the timelines and eligibility requirements of the respective carrier. Notification of timelines will be given on Orientation Day.
- 7.5.6 Hospitalization coverages will be determined by the Trumbull County Insurance Consortium.
- 7.5.7 In Lieu of Vision

In Lieu of Vision, each individual member of the bargaining unit shall receive \$750 in 2016-2017, \$800 in 2017-2018 and \$850 in 2018-2019 payable each year of this agreement in the first paycheck in December with no SERS deduction. The insurance coverage cost reduction chart for short hour positions will be in effect for In Lieu of Vision.

- 7.6 Check Stubs: Information concerning hours worked for field trips, extra runs, etc. is to be filled out in duplicate by the classified employee, and sent to the Treasurer's office. One copy will be returned to the classified employee with his/her next check, showing the hours for which he/she is being paid.
 - 7.6.1 Information concerning overtime is to be filled out in duplicate by the custodian and sent to the Treasurer's office. One copy will be returned to the custodian with the employee's next paycheck, showing the hours for which the employee is being paid.

7.7 Severance Pay:

- 7.7.1 Bargaining unit members who retire with ten (10) or more years of service in the Joseph Badger School District will receive severance pay calculated on the bargaining unit members' per diem rate of pay at the time of retirement. The severance is calculated as follows:

Severance Pay Chart

Accumulated Sick Days	0 - 399	400 - 489	490 - 549	550 +
Severance Calculation	25% of Accumulated Sick Days with a maximum pay of 80 days	65.57% of Contracted Days	85.79% of Contracted Days	100% of Contracted Days

Example: A Custodian who retires with 499 days of accumulated sick leave will earn 85.79% of 260 contracted days (223.05 days) multiplied by their per diem rate at the time of retirement.

7.7.2 Receipt of payment for accrued but unused sick leave will eliminate all sick leave credit accrued by the bargaining unit member.

7.7.3 Severance pay will be made only once to any bargaining unit member.

7.7.4 Any member providing early notification (prior to February 1st) of retirement effective for the end of a school year will receive an additional bonus amount of \$1500.00

7.8 Call-Out Time: Call out time for custodians for incidents other than their own error will be calculated at one and one-half times their hourly rate of pay beyond 8 hours in a day or forty (40) in a week, or be offered as compensatory time at the employee's option. There will be a minimum of one hour for call out.

7.9 Higher Class Pay: Any member requested to assume and who assumes the duties of a member in a higher classification will be paid at his/her step of the higher classification salary schedule after working in the position for five (5) consecutive days. The member will receive the higher classification pay back to the first day of such assumption of duties after working this five-day period. The member will return to his/her regular rate of pay upon his/her return to their original job.

7.10 Mileage: Classified employees who are asked to use their own vehicles for school business will be reimbursed at the IRS rate per mile through submission and approval on the appropriate forms.

7.11 Building Rentals/Weekend Events deemed appropriate by the Superintendent will be assigned on a rotating basis to all custodians. Custodians assigned to building rentals will be responsible for either working the rental or arranging for another custodian to work the rental.

ARTICLE VIII. BUS DRIVERS – FIELD/SPORTS TRIPS

8.1 Rotation of Sports and Field Trips

All trips other than regular runs, will be assigned on a rotating seniority basis to those drivers desiring such trips. There will be two (2) rotation lists established, one for Sports Trips and one for Field Trips. These lists will be established and trips assigned.

8.2 For the initial assignments, the seniority list comprised of drivers who agree to accept field trips will be utilized to assign all known trips on the "Sports Trip" list and "Field Trip"

list. Drivers assigned to these trips will be responsible for either driving the assigned trip or arranging for another driver or substitute to cover that trip.

- 8.3 For sports trips and/or field trips occurring that were not previously scheduled, these trips will be offered to interested drivers on the basis of the rotating seniority list for that purpose. The first driver on the list will be offered the first trip that he/she may accept or refuse and, in either circumstance, his/her name will go to the bottom of the list until his/her name comes up again in the rotation. In the event that a driver in the rotation cannot be contacted after reasonable attempt, the next driver will be offered the trip and the driver not contacted will return to the top of the list for the next such trip. At any time should the regular driver list be exhausted, substitute drivers will be contacted. If substitutes are not available, the least senior driver not on the list of those voluntarily accepting field trips will be assigned to take the field trip and will be responsible for either driving the assigned trip or arranging for another driver or substitute to cover that trip.
- 8.4 Regularly assigned drivers will have the option of taking a field trip that conflicts with his/her regular daily runs. Bus drivers assigned to trips that require them to give up their morning and/or afternoon run will be compensated at their regular rate of pay for that part of the trip that coincides with his/her regular route times, then the field trip rate for all other hours.
- 8.5 Time provided for pre and post trip inspections, fueling, warming and p.m. travel will be thirty (30) minutes.
- 8.6 Information concerning open runs and such other information; i.e., positions, early dismissals, days off, route changes, road closings, and/or any other information dealing with work operations will be conveyed by the superintendent or his/her designee.
- 8.7 If a driver's bus is in for repair, a substitute bus will be used until the driver's bus is repaired. Should a driver take his/her bus in for repairs, and said driver must wait for the bus to be repaired, said driver will turn in all time spent waiting to the Superintendent or his/her designee for approval and compensation.
- 8.8 The Superintendent or his/her designee will notify the bus drivers of the students who are suspended from school.
- 8.9 All regular drivers are to be assigned a regular run and bus. Drivers are not to be reassigned except by mutual consent of involved driver and school authority, or by review of Superintendent, for as long as the run exists. Changes in existing runs are not controlled by this item.
- 8.10 Bus drivers, upon prior approval of the administration, will be permitted to attend training, seminars and workshops. Drivers will be paid for all time and expenses.
- 8.11 Bus drivers who use their residential electricity for the Diesel (heater block) engines will be paid the amount of \$100.00 per year, by separate check, by December 31 of each year.
- 8.12 Commercial Drivers' License
 - 8.12.1 All bus drivers, in compliance with Ohio and Federal statues, will be required to have a Class B, C.D.L.
 - 8.12.2 Any fees for license registration will be paid by the Board of Education as long as these annual fees do not exceed \$25.00 per registrant bus driver.
 - 8.12.3 An annual abstract fee up to \$15.00 will also be paid during the duration of this

contract.

8.12.4 Drivers who lose proper certification or CDL license will be placed on unpaid leave for three months. At the end of this period, should their license or certification not be restored, they will be terminated.

8.13 Drug and Alcohol Testing

The Joseph Badger Local Board of Education agrees to join in a consortium for the purpose of testing bus drivers for drugs and alcohol. Bus drivers will be reimbursed for their time and mileage in complying with this provision. Any driver who tests positive will face disciplinary action up to and including possible termination.

The collector takes enough urine from the driver to meet a 60 milliliter mark on the collection cup. The collector then proceeds to pour the specimen into two vials. The specimens are then sealed and sent to Medtox Laboratory in Minnesota over night. Negative results are reported out the next day. Positive results take up to 3-4 days longer. Depending on the drug that is present.

If the result comes back as positive the driver is notified by the MRO's office and then the employer is contacted. If the driver wishes to dispute the result, the driver will have 24 hours to request that his/her split specimen be tested or sent to an independent lab for testing.

The driver will be suspended during the time of split specimen testing. If the split specimen returns negative, the suspended day(s) will be reimbursed at the driver daily rate. Any driver who tests positive will face disciplinary action up to and including possible termination.

8.14 Substituting for Full-time Employees

Short hour drivers will have the opportunity to replace full time drivers who are absent. Substitutes will be called for the fewer hour routes.

ARTICLE IX. ASSIGNMENT OF BUS ROUTES AND PROCEDURES FOR FILLING VACANCIES

9.1 Assignment of Bus Routes

Bus driver routes will be assigned annually based upon route efficiency as determined by the Superintendent. Route efficiency includes consideration of the geographic location of the route and the driver's residence. In making route assignments, seniority will be considered to the extent possible given the unique geographic and scheduling needs of the District. Drivers are expected to house the assigned bus at his/her residence, unless or until the District determines to utilize a bus corral or garage. In the absence of a bus corral or garage, drivers are expected to drive the bus directly to residences after routes have been run and may not utilize buses for personal use of any kind. Buses must be housed at the residence of the driver and may not be parked elsewhere, unless otherwise authorized by the Superintendent. Drivers will be paid for driving to and from his/her residence to and from work, as established by the District.

For purposes of this section, a full time bus driver is one who drives twenty (20) or more hours per week. The most senior drivers will be assigned to the full time positions. During the course of any year, should a full time driving position drop below twenty (20) hours per week, the Board may realign hours to reach the 20 hours or simply "deem" the assigned position as full time for purposes of benefit eligibility.

9.2 Driver vacancies

- a. In the event a driver quits or is discharged for just cause, any route remaining unfilled after transfers, if any, will be declared open. All regular drivers are to be notified by enclosing a copy of the posting in the bus driver's check and the route to be awarded to one of the drivers who made a written request based upon route efficiency as determined by the Superintendent. Drivers are to respond within ten (10) working days of posting date. In the event that no response is received from regular drivers, it may be offered to substitute drivers in like manner and include the number of hours driven.
- b. Open routes are not to include routes vacated by sick leave or leave of absence. These routes will be driven by short-hour drivers pursuant to 8.14 above, or drivers classified as substitute drivers. In the event such sickness or leave of absence exceeds 60 consecutive working days, a substitute will receive all the benefits of a regular driver. When the driver on such leave returns, the driver will return to their assigned route. Driving this route will not prevent a substitute driver from being assigned to an open route.

9.3 Other Vacancies

All vacancies in the cafeteria, building secretary, or custodial department which the Board intends to fill will be posted within five (5) days of the date the previous employee is removed from the payroll. The position will be posted for ten (10) working days. Employees will apply within this posting period. The vacancy will be awarded according to the following criteria:

1. Fitness
2. Proven Ability
3. Seniority

Where fitness and proven ability are relatively equal, seniority will be the deciding factor. The determination of "relatively equal" will rest with the Board and will be based on objective criteria that can be articulated in so far as possible. In any grievance or arbitration procedure relative to Article 9.3, the Union will have to prove arbitrary action on the part of the Board.

- 9.4 All vacancies will be filled within thirty (30) working days following the closing of bids.

ARTICLE X. REDUCTION IN FORCE

- 10.1 No bargaining unit classification or position will be filled by a person not a member of the bargaining unit while any member of the bargaining unit is laid off pursuant to this article.
- 10.2 In the event it becomes necessary to reduce classified staff due to lack of work or lack of funds, the following procedure will govern such layoffs:
 - 10.2.1 The number of members affected by reductions will be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire, or otherwise vacate a position.
 - 10.2.2 Prior to the Board's instituting such reduction in the classified staff, the Board or its designee(s) and the union will meet to discuss such reductions.
- 10.3 In any reduction, the concept of job classification seniority will prevail. Seniority will be determined by the members' most recent date of hire with the Board in a particular job classification. There are four classifications:

1. Bus Drivers
2. Custodians
3. Cafeteria Employees
4. Building Secretaries

10.3.1 Board approved leaves of absence will not constitute an interruption of continuous service, but such time on a leave of absence will not be included in the calculation of seniority.

10.3.2 In case of identical seniority, seniority will be determined by the toss of a coin.

10.4 When it has been determined that a reduction is necessary, temporary or new members will be laid off first. Additional reductions will begin with the least senior employee in the classification, in order of seniority, until the reduction is complete.

10.5 Any member affected by such a reduction, whether directly or indirectly, will be granted bumping rights.

10.6 Bumping will be exercised on the basis of seniority. Any member affected by such reduction may displace a less senior member in the following order:

10.6.1 Within the same classification

10.6.2 Within the same classification the member held immediately prior to holding the new classification from which the member was laid off

10.7 Twenty (20) days prior to the effective date of any layoff, each member to be laid off will be given written notice of the layoff with a statement advising the member of his/her bumping and reinstatement rights. A copy of each notice will be given to the Union president.

10.8 Any member laid off will retain recall rights for a period of two (2) years. During this time the Board will not hire any new employee to any classification affected by a reduction, until all members within the classification who have been laid off, have been offered an opportunity to be reinstated.

10.9 Refusal of an employee to return within five (5) days of notification of recall will void employee's recall rights under this Section, except in extenuating circumstances, as determined by the Superintendent.

10.10 Reinstatement from the recall list will be the equivalent position and hours as previously held prior to layoff. Should a bargaining unit member be recalled to a lesser position and/or hours, the member will have the right of refusal of such position without losing his/her recall rights. If reinstated during this period, the employee will retain all previous accumulated seniority and will resume all rights related to the salary and fringe benefits.

10.11 Notice of reinstatement will be made in writing by certified mail.

ARTICLE XI. PAID HOLIDAYS

Paid holidays for classified employees are to include New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and a Floating holiday. Custodians will also be paid for Good Friday, Fourth of July and the Day after Thanksgiving.

ARTICLE XII. VACATIONS

12.1 All eleven and twelve-month members will be eligible for vacation according to the following schedule, which is in compliance with Ohio Revised Code Section 3319.084.

1 year of service	2 weeks
10 years of service	4 weeks
20 years of service	5 weeks

12.2 Vacations will be limited to five (5) days when students are in session. No more than twenty-five percent (25%) will be on vacation the workday prior to or following a holiday break (students not in session). Non full-time bargaining unit employees will fill in for vacations during the summer months.

12.3 Bargaining unit members will be permitted to carry over not more than five (5) days of vacation into the following year. Bargaining unit members must use all accumulated vacation leave with the exception of five (5) days prior to September 1, 2008.

ARTICLE XIII. GRIEVANCE PROCEDURE

13.1 Definitions:

13.1.1 A grievance is defined as an alleged violation of a specific article or section of this agreement or the application of or the interpretation of existing rules and regulations.

13.1.2 A grievant will be defined as a member, group of members, or the Union alleging a grievance has occurred.

13.1.3 The aggrieved person or persons may be represented at all steps of the grievance procedure by an OAPSE representative, or other member of the bargaining unit.

13.1.4 OAPSE will have the right to have its representatives present at all stages of the specified grievance procedure.

13.1.5 If the grievance procedure is not initiated within thirty (30) working days after the aggrieved person or persons knew or should have known of the event or condition upon which it is based, the grievance will be considered waived.

13.1.6 A day will mean a working day when the Board of Education offices are open for business. The number of days indicated at each level will be considered as maximum unless extended by mutual agreement. Lack of adherence to time limits by the administration will permit the grievant to advance to the next level of the procedure.

13.1.7 Election of Remedies: A grievant will not be denied his/her legal rights under the law.

13.1.8 In the event an issue does not pertain to the immediate supervisor, the aggrieved will proceed to Level III of the Grievance Procedure.

13.1.9 Any employee will have the right to process a grievance and be assured freedom from restraint, interference, coercion, discrimination, or reprisal, in presenting his/her appeal.

13.2 Procedure

13.2.1 Level One - Informal

Any grievant who has a grievance will first discuss it with his/her immediate supervisor in an attempt to resolve the matter informally.

13.2.2 Level Two - Formal

If the informal discussion does not resolve the problem, such grievant will have the right to lodge a written grievance with his/her immediate supervisor. If the grievance is not lodged within ten (10) days following the discussion at Level One, the grievance will be waived. A copy of the grievance will be filed with the Superintendent and Union president. The grievant will have the right to request a hearing with the immediate supervisor. Such hearing will be conducted within five (5) working days after receipt of such request. The grievant will be advised in writing of the time and place and dates of the hearing.

The immediate supervisor will take action on the written grievance within four (4) days of receipt of grievance or, if a hearing is requested, within five (5) days of the conclusion of the hearing. The action taken and the reasons for the action will be reduced to writing, and copies will be sent to the grievant, the superintendent, the treasurer of the board of education, and the president of the Union.

13.2.3 Level Three - Formal

If action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the grievant, he/she may appeal in writing to the Superintendent. Failure to file the appeal within five (5) days from receipt of the written notice of the immediate supervisor's action on the grievance will be deemed a waiver of the right to appeal. A hearing will be conducted by the Superintendent within five (5) days after receipt of the request.

The aggrieved will be advised in writing of the time, place, and date of the hearing. The Superintendent will take action on the grievance and prepare a written report of such action within five (5) days after the hearing is held. The action taken and the reasons for the action will be reduced to writing and copies will be sent to the grievant, treasurer, building administrator, and president of the Union.

13.2.4 Level Four - Formal

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the member, the member may request a meeting with the Board of Education. The meeting will be held within ten (10) days after the Superintendent has received the written request for the meeting with the Board. The Board will meet with the aggrieved member for the purpose of resolving the grievance. The ultimate decision in regard to the grievance at Level Four will be rendered by the Board, and the decision will be in writing and a copy sent to the member and the Union president within five (5) days of the hearing.

13.2.5 Level Five - Formal

If the action taken by the Board does not resolve the grievance to the satisfaction of the grievant, the aggrieved employee may request that the Union submit the issue to arbitration. This request must be sent to the Superintendent within ten (10) days following the receipt of the decision of the Board. The arbitrator will be chosen from a list of seven (7) names furnished by the Federal Mediation and Conciliation Service. All other procedures relative to the hearing with the arbitrator will be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The arbitrator will not have the authority to add to, subtract from, nullify, change, or alter any of the provisions of the agreement, nor add to, detract from, or modify the grievance. The arbitrator will be confined to those issues that have been presented and will have no authority to consider other issues that have not been presented for arbitration. The decision of the arbitrator will be in accordance with law and will be binding on both the Board and the Union. The costs of the arbitration will be borne by the losing party.

13.3 Other Procedural Terms

- 13.3.1 The written grievance will be on a standard form provided by the Board and will contain a concise statement of facts on which the grievance is based and the relief sought.
- 13.3.2 Copies of the documents, communications, and records pertaining to a grievance which has been lodged will be placed only in the confidential files of the Treasurer of the Board and president of the Union, and will not become a part of the member's personnel file. The Treasurer will make information available only to the Board of Education, the Superintendent, and the courts by a court order. All information pertaining to a grievance will be destroyed after two (2) years from date of filing.
- 13.3.3 No grievant may be represented by any employee organization other than the union in any grievance procedure initiated pursuant to this procedure.
- 13.3.4 A classified member, who, on behalf of the Union, is engaged in any professional grievance with a representative of the Board during the school day, will be released from regular duties without loss of salary.
- 13.3.5 The parties who are directly involved in the investigation will cooperate with each other, and will furnish such information as is requested by the other party in order to facilitate the processing of the grievance.
- 13.3.6 Copies of all written decisions resulting from grievances will be sent to all parties involved, the Union president, the grievant, the Treasurer, the Superintendent, and the appropriate administrator.

ARTICLE XIV. PERSONNEL FILES

- 14.1 Personnel records will be maintained in confidential files at the Board Office. Each member will have the right to review the contents of his/her own personnel file. A representative of the Union may, at the member's request, accompany the member in such review. The review will be made in the presence of the Superintendent, or his/her designee.

- 14.2 Any member can request to see, and will be permitted to examine their personnel file, so long as the member does not remove any article from the file. A member may receive copies of any information in the personnel file except as limited herein. A member will sign and date a form indicating any review made of their file.
- 14.3 Privileged information, as defined by law, is specifically exempted from such review. The administrator will, in the presence of the member's authorized representative, remove such credentials and confidential reports from the file prior to a review of the file by the member.
- 14.4 Any member receiving a written reprimand or notice that may be put in his/her file that is of a disciplinary nature, will be given a copy of said written notice or reprimand indicating that this record will be held in his/her file.
- 14.5 Communications including evaluations, recommendations, commendations, and derogatory materials that are included in the personnel file will be called to the employee's attention at the time of inclusion. Members will acknowledge that he/she had read the material by affixing his/her signature and the date to the filed copy. His/her signature will not indicate agreement with the content of the materials, but only indicate that the material has been inspected by the employee. He/she will have the opportunity to reply to such derogatory material in a written statement attached to the file copy.
- 14.6 Letters of reprimand, disciplinary action, and derogatory material will be expunged from the member's file following a thirty-six (36) month period at the written request of the member, provided no other disciplinary actions have occurred during that period.
- 14.7 Anonymous letters and materials will not be placed in an employee's file nor will they be made a matter of record. Any materials in the members' file will carry the date of enclosure and initials of the Superintendent.
- 14.8 Information pertaining to grievances will not be placed in an employee's personnel file.
- 14.9 Medical records will be placed in a separate file and will not be kept in the employee's personnel file.

ARTICLE XV. EMPLOYEE EVALUATION

- 15.1 Members may be formally evaluated annually by their appropriate supervisor with documentation provided no later than the end of the contract year. The member will be notified on or before December 1st if such formal evaluation will occur for the current contract year.
- 15.2 The appropriate supervisor will discuss the evaluation with the member. The member will sign or initial the evaluation and will be given a copy of such evaluation.
- 15.3 The signature of the member on the evaluation will not signify agreement or disagreement, only that the member discussed the evaluation.
- 15.4 The member will have the right to respond to the evaluation within fifteen (15) days, either on the form or by letter, which will be attached to the evaluation.

ARTICLE XVI. DISCIPLINARY PROCEDURES

- 16.1 Any disciplinary action affecting a member should be administered with the intention of improving the members' performance. In furtherance of that end, the Board agrees that, whenever possible, workplace issues should initially be resolved between the member and his/her immediate supervisor. However, should the administration determine to meet

with or interview an employee where there is a reasonable possibility that discipline may result, the employee may request and will be provided with representation at such meeting through the attendance of a local Union official or representative. Such meeting will not be unreasonably delayed for this purpose. The parties agree that representation is not required in meetings relating to the conveying of work instructions or directives, communication of needed workplace corrections, or training, etc.

- 16.2 All disciplinary actions, interviews, and verbal reprimands affecting bargaining unit members should be administered in private.
- 16.3 A member will be suspended, reprimanded, disciplined or terminated from employment for just cause only. For purposes of this section, just cause refers to the standard set forth in Ohio Revised Code Section 3319.081, i.e., incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance, including, but not limited to, violation of work rules and/or Board policy. In the event that a member is to be disciplined, the administration will provide the member with written notice of the reason(s) for the implementation of the disciplinary action.
- 16.4 A Union representative will be permitted to attend any disciplinary interview, meeting or hearing contemplated by this Section.
- 16.5 While progressive discipline is preferred, management maintains the right to determine the severity of discipline to be administered, based upon the act and/or record of the employee being disciplined.

ARTICLE XVII GENERAL PROVISIONS

- 17.1 Contracting Out: The Board agrees, for the duration of this agreement that it will enter into no agreements with private contractors to provide services when such services fall within the job classification of any employee performing work common to the daily operation of the schools.
- 17.2 Performance of Work/Responsibility: All bargaining unit work will be performed by bargaining unit members. Responsibility for work cannot be delegated to federal/state or student employees. Student workers in the cafeteria may not engage in the preparation/cooking of food, but may be utilized for other functions including packaging and/or serving food, washing dishes, etc.
- 17.3 Federal/State Programs and Student Employees: The Board will not employ any students under any secondary or college work-study programs nor state or federally funded programs in a way that would cause displacement of any bargaining unit members. Likewise, bargaining unit members may not force non-unit members to do jobs that are not shared by the bargaining unit employee.
- 17.4 Asbestos Tests: The Board will pay for some costs for required state or federal testing in respect to AHERA management program implementation. Such costs will be those not covered by available medical insurance.
- 17.5 Administering Medication to Students: Except in emergencies bargaining unit members will not be responsible for administering, applying, or directing medication to students.
- 17.6 Menu Planning: If it is necessary for a cook to participate in menu planning then they will be paid at their hourly wage.
- 17.7 Workshops: Bargaining unit members, upon prior approval of the administration, will be permitted to attend cafeteria meetings and workshops, and be paid for all expenses

incurred.

- 17.8 Inventory: If it is necessary for a cook to participate in inventory then they will be paid at their hourly wage.
- 17.9 Hepatitis B: The Board will provide the Hepatitis B shot for bus drivers, cafeteria employees and custodians at no cost to the member.
- 17.10 Bonds: Bargaining unit members who are responsible for money will be bonded.
- 17.11 Job Descriptions: There will be no job descriptions in the negotiated agreement. The Superintendent will meet with the Union President prior to any changes in job descriptions.
- 17.12 Direct Deposit
Effective with 2010-2011 contract year, all bargaining unit members will be paid through electronic deposit. Bargaining unit members will receive school email notification of pertinent pay information on each payroll date.
- 17.13 Sweeper
The six (6) hour sweeper may replace an eight (8) hour custodian who is absent, and a substitute may be called for the fewer hours.
- 17.14 Criminal Records Check
The Board will pay the cost of required BCI/FBI criminal checks.
- 17.15 Federal and State Health and Safety Rules and Regulations
The Board and bargaining unit members will be governed by Federal and State OSHA rules and regulations.
- 17.16 Substituting for Full-time Employees
In classifications other than bus driver, short hour bargaining unit employees will have the first opportunity to replace a full time employee who is absent (in their classification). Substitutes may be called for the fewer hours. Bus driver substitution shall be according to 8.14, above.
- 17.17 Flu Shots
The Board of Education will provide and pay the cost of flu shots for all bargaining unit employees who desire the shot.
- 17.18 Job Applications
All applications for employment if viewed by the immediate supervisor will be viewed in the building principal's office with the building principal present.
- 17.19 "Me Too" Clause
If the Badger Education Association receives a higher percentage wage increase during the current negotiations and/or a better benefit package through the current negotiations, OAPSE #619 will be entitled to the same.
- 17.20 Mandatory Meetings
Bargaining unit members required to attend mandatory meetings called by the Superintendent/designee outside of their normal work hours will be paid at their regular hourly rate.
- 17.21 Substituting
Except as otherwise provided herein, the Board will continue to provide reasonable opportunities for interested, available and qualified employees to perform substitute work within their own or other classifications.

17.22 Special Lunches

The Board may provide extra personnel in the cafeteria during special lunch dates such as Grandparents day, holidays, etc.

ARTICLE XVIII RIGHTS OF THE UNION

Following are those rights that may be exercised by this Union:

- 18.1 Use of School Mail: The Union or any committee thereof will be authorized to use the school mail. Any enclosures that OPASE # 619 wishes to be sent with payroll checks must be delivered to the Treasurer's office by Tuesday prior to the pay date.
- 18.2 Bulletin Boards: A building principal or appropriate administrator will designate at least one bulletin board or portion thereof at each level for the general use of the Union. The bulletin boards will, where possible, be located in areas readily accessible to and normally frequented by the employees.
- 18.3 Notice of Board Meetings: The Board agendas will be available to the President of the Union through the school mail the same time they are sent out to the board members. The president will be notified of all regular and special board meetings through the school mail or in emergency by phone.
- 18.4 Copies of Board Minutes: The Board agrees to provide the Union with copies of the Board minutes unless or until such minutes are posted on the District Website.
- 18.5 Board Policy Book: The Board will provide one (1) copy of the Board Policy Book or CD to the Union unless or until such Policy is posted on the District Website.
- 18.6 Work Site Visitation: The Union President, grievance representatives or union representatives, will be permitted to appear on work sites during working hours as union representatives for the purpose of determining whether there is compliance with the contract, or to investigate and/or resolve grievances. They will not unduly disrupt or interfere with work performance and will inform the immediate supervisor of their presence.
- 18.7 Attendance at District Meeting: The president or his/her designee will be permitted to attend without loss of pay the OAPSE Northeast district meeting.
- 18.8 Professional Leave of Absence: Members will be permitted to attend professional meetings upon approval of the superintendent without loss of pay. Reimbursement will be according to current Board Policy.
- 18.9 Association Representation: The President, representing the Union, will be accepted as the official representative at each meeting without loss of pay. If the President is unable to attend, the President may designate another member to act as Union Representative.
- 18.10 Association Dues/Fees Deductions:
- 18.10.1 The Union and the Board agree that each and every classified full-time and short-hour member in the recognized bargaining unit should contribute equally toward the cost of administering this master agreement by OAPSE and for representation of the classified employees in the described bargaining unit by OAPSE.
- 18.10.2 All classified employees, whether they are employed by the Board as regular full-time or regular short-hour employees and who are eligible to hold membership in the Local, will become either:

- A. A member of the Local and execute an authorization for dues deductions on a form provided by OAPSE, or
- B. In the alternative, the board treasurer will deduct, from the salaries of the employee(s), not applying for membership, a service fee, on written notification from the OAPSE State Treasurer, of 1.5% of the employee's gross salary on the most recent W-2 Form. This amount will be within the minimum and maximum as established annually by the OAPSE State Treasurer.
- C. Such fee will be required as a condition of employment.
- D. Any member who has been declared exempt for religious convictions by the SERB will not be required to pay said fair share fee. However, such member will pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such member will furnish to the Union State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment will subject such member to the same sanctions as would non-payment of Union dues under the agreement.
- E. In no case will the monthly service fee be in excess of the regular OAPSE membership dues.
- F. Fair Share Fee payers are responsible for local dues.

18.10.3 Such deductions will be made in eighteen equal installments beginning with the last pay in September. Signed payroll deduction authorizations executed by the members will be continuous from year to year or until such time as the member withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee. A member may withdraw membership during a ten day period from August 22 through August 31. Should a member withdraw during this withdrawal period, the Board Treasurer will then deduct according to Section 18.10.2-B.

18.10.4 Payroll deductions will occur immediately upon request, or in the case of new members, following the 45 day grace period.

18.10.5 The Board Treasurer will forward to the OAPSE State Treasurer, the amount of the State and Local dues/fees, along with a complete description by name and amount, for each employee. A copy of this description will be forwarded to the Local Treasurer. This will be done within ten days following each deduction.

18.10.6 The Union will defend and indemnify the Board, the Treasurer, their officers, members, agents, and assignee in both their individual and official capacities and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken by the

Board for the purpose of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Union will retain control of and appointments of legal counsel for defense and indemnification purposes.

ARTICLE XIX. HOURS AND OVERTIME

19.1 Consecutive Hours of Work: The hours of work will be consecutive. Cooks working six and one-half consecutive hours shall be permitted one fifteen minute break.

19.1.1 Secretary and Custodial Break Time: There shall be two (2), fifteen (15) minute breaks and a half hour lunch break during the work day for all Secretary and Custodial employees.

19.2 Overtime

19.2.1 The Board will pay overtime at the rate of time and one-half (1 1/2) for all hours over forty (40) in any week.

19.2.2 When computing overtime, sick leave, approved leave days, vacation and holidays will count as hours/days worked.

19.2.3 Bargaining unit members may, at their option, request Compensatory Time in lieu of extra compensation. Compensatory Time will be granted at time and one-half for all hours worked.

ARTICLE XX. PEOPLE DEDUCTIONS

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

ARTICLE XXI. EFFECTS OF AGREEMENT

21.1 Duration


This Agreement shall be in effect from July 1, 2013 until June 30, 2016, and may be extended thereafter by mutual consent.

22.2 Complete Agreement

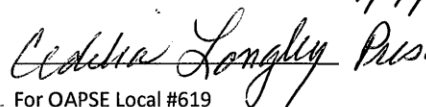
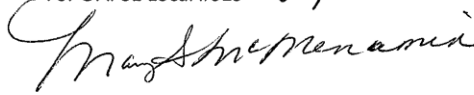
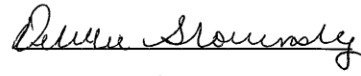
The Board and the union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this Agreement.

Agreement Between the Joseph Badger Board of Education and the Ohio Association of Public School
Employees Local #619

On November 18th, 2015 the Joseph Badger Board of Education approved (Resolution 141-15) the
Master Agreement extension with the Ohio Association of Public School Employees Local #619 for the
period July 1st, 2016 through June 30th, 2019. Also, within this Resolution was also an addendum to the
current Master Agreement as attached.


For the Board of Education


For the Board of Education

11/4/2016
 Pres.
For OAPSE Local #619


For OAPSE Local #619