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NEGOTIATED AGREEMENT

BETWEEN THE

**KEYSTONE LOCAL
BOARD OF EDUCATION**

~ AND ~

**OHIO ASSOCIATION OF
PUBLIC SCHOOL
EMPLOYEES
LOCAL #434**

THIS BOOK CONTAINS THE FOLLOWING AGREEMENT:

July 1, 2016 – June 30, 2019

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THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

KEYSTONE LOCAL #434

NEGOTIATION AGREEMENT

The Board of Education of the Keystone Local School and LOCAL #434 of the Ohio Association of Public School Employees do hereby agree that the welfare of the children of the Keystone School System is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

ARTICLE 1

RECOGNITION

The Keystone Local Board of Education recognizes the Keystone LOCAL of the Ohio Association of Public School Employees, LOCAL #434 as the sole and exclusive bargaining representative for all regular classified (support) employees in the district. The treasurer/CFO, bus supervisor, cafeteria supervisor, building and grounds supervisor, substitutes, central office staff, and certified employees are specifically excluded from the bargaining unit. Regular classified employee is defined as an employee who has been employed to work 15 hours per week for 36 weeks or more per year.

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and the practices in furtherance thereof, and the use of the judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Master Contract and Ohio Statutes; and then only to the extent such specific and express terms hereof and in conformance with the Constitution and laws of the State of Ohio and rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE 2

PRINCIPLES

It is the desire of the Association to contribute to the betterment of community support for the total school program.

Therefore, the Association signifies a willingness to meet with the Superintendent and/or Board to make known the position of the Association regarding proposed policies and programs. It is further agreed that the president of OAPSE Local #434 shall be sent electronically an advance copy of the agenda of each board meeting and non-confidential appendices including previous board meeting minutes to be discussed, at the same time it is sent to the board of education members provided the president of OAPSE has daily computer access. The president will be sent any policy and/or administrative regulation changes following Board adoption.

ARTICLE 3

BOARD RIGHTS CLAUSE

The Association acknowledges that, and the Board on its own behalf and on behalf of the electors of its district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities not specifically abridged by the within agreement whether it be inherent or conferred upon and vested in by the laws of the state of Ohio, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system, its properties and facilities, and of the activities of its employees;
- B. To hire all employees and to determine qualifications and conditions for continued employment or dismissal, demotion or discipline, and to promote and transfer all such employees;
- C. To decide upon the means and methods of work, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

The Association acknowledges and the Board reserves the right of exercising the foregoing powers, rights, authority, duties and responsibilities of the Board through the adoption of the enforcement through it and the Superintendent policies, rules, regulations and practices as well as any amendments therein, changes thereof or termination thereof made within its sole judgment and discretion.

ARTICLE 4

CONDITIONS OF THIS AGREEMENT

- Section 1. Where any provisions of this negotiated agreement conflict with prior policy of the Board of Education, this agreement shall take precedence over such policy.
- Section 2. In the event there is a conflict between a provision of this contract and O.R.C. 4117.10(A) or federal law or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, O.R.C 4117.10(A) or federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this contract which are not in conflict with O.R.C. 4117.10(A) or federal law, or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any change in the contract relative to the affected provision within sixty (60) days by demand of either party.
- If, during the same term of this contract, there is a change in O.R.C 4117.10 (A) or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.
- Section 3. Neither the Keystone Local Board of Education nor the OAPSE LOCAL #434 shall make any additions, deletions, or changes to this agreement except through the negotiated consent of the other party to this agreement.

ARTICLE 5

NO STRIKE CLAUSE

The OAPSE LOCAL #434 and the Ohio Association of Public School Employees and each employee shall not cause, engage in or sanction any strike, slow-down, picketing, other public demonstration or other concerted action for the term of the agreement or any extension thereof.

The Keystone Local Board of Education will not engage in an employee lockout.

The Association will use all means within its power to end such action and will promptly point out to all participants that they are violating this agreement. Failure of the Association to honor this provision shall result in the cancellation of dues check off.

Any employee found to be in violation of this section shall be subject to the penalties, including loss of pay and termination, as governed by O.R.C. 4117.

ARTICLE 6

RIGHT OF ACCESS

The representative of the Association including all officers and stewards of OAPSE and the OAPSE field representative shall have the right to visit schools or places of work. Either prior to or immediately upon the arrival of the representative at any school or place of work, the representative shall advise the principal or in his/her absence, the acting building administrator or supervisor, of his/her desire to visit the work place and secure the permission of such administrator to make the visit. Such permission shall not be denied but may be delayed only if the visit, at the time desired, would interfere with the regular duties of the staff member(s) to be contacted.

OAPSE has the right to use without fees, Keystone equipment, facilities, buildings, local telephone service, inter-school mail system and staff mailboxes to distribute materials not during duty times.

The Union shall be permitted a period of time not to exceed 30 minutes during the opening in-service day for all district staff.

ARTICLE 7

SAFETY

Section 1. The Board of Education shall provide an atmosphere for the school that is healthy, safe and sanitary for all employees. Concerns about safety, health and sanitation must be directed to the Immediate Supervisor or the Superintendent, by the Employee, as soon as the problem is noted. In non-emergency situations, it is recommended that the notification be given in writing.

Section 2. No employee shall be in any way discriminated against as a result of reporting any true condition regarding safety, health and sanitation. Falsification of any safety, health or sanitation report may result in disciplinary action.

ARTICLE 8

SUB-CONTRACTING

No outside contractor, supervisor, or managerial employee outside of Keystone employment may be used to perform routine work normally performed by Keystone employees provided, however, that the Board of Education may permit an outside pizza company to cook pizza to be sold at Keystone cafeterias. No bargaining unit member shall be laid off or have his/her hours reduced as a result of the Board of Education's permitting an outside pizza company to cook pizza to be sold at Keystone cafeterias.

ARTICLE 9

NEGOTIATIONS PROCEDURE

Section 1. This agreement shall remain in effect until altered or terminated in accordance with the provisions herein.

Section 2. Either the Bargaining Unit or the Board may initiate negotiations by letter of submission to the other party (via certified mail) no earlier than February 1 and no later than April 30 in the year the contract expires.

Within fifteen (15) working days after receipt of such notice both parties shall schedule a meeting, unless additional time is mutually agreed upon in writing. The purpose of this meeting is to permit the parties to submit a written schedule for establishing the parameters of the negotiation process including the type of negotiations to be used as well as dates and times for major negotiation activities.

Section 3. At any negotiations session, either party may be represented by no more than four (4) representatives, plus the field representative or attorney. The fourth representative may alternate depending upon discussion of topics. Members of the committee shall be released from school duties to attend these meetings, if necessary, without loss of pay. Meetings shall be scheduled to interfere the least with normal school operations.

Nothing herein shall be used to limit the use of consultants if deemed advisable by either party. During the period of negotiations, interim reports of progress may be made by the Bargaining Unit and the Board to all classified employees of the school district, except as such activity relates to unfair labor practices under 4117.11 O.R.C.

Neither party shall issue a news release or public statement regarding negotiations without the prior approval of the other party.

The chairman of either group may call a caucus at any time.

Section 4. If, after sixty (60) calendar days from the first negotiations session, (but not before the expiration date of the agreement) agreement has not been reached on all items under negotiations, either party may declare impasse and ask for the services of the Federal Mediation and Conciliation Services to assist in negotiations.

The Board of Education and the Bargaining Unit agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 O.R.C.

Section 5. As tentative agreements are reached on negotiated items, they shall be reduced to writing and initialed by each party on the same day of agreement.

Upon tentative agreement of the parties on a new contract, the contract shall be recommended by the Bargaining Unit negotiating team to the membership and submitted to the members for ratification. Upon ratification by the Bargaining Unit, the contract shall be recommended by the Board's negotiating team and submitted to the Board for adoption.

Section 6. The Superintendent/designee shall e-mail a copy of the finalized Negotiated Agreement to all bargaining unit members. Each bargaining unit member is permitted to print one (1) copy of the Negotiated Agreement from a computer owned by the Board of Education.

ARTICLE 10

DISCIPLINARY PROCEDURE

Classified employees of the Keystone Local School District may be removed or disciplined for just cause.

The following are guidelines:

Any disciplinary meeting with an employee shall be conducted during the employee's regular work day when possible. An employee at a disciplinary procedure may appear on his/her own behalf and at his/her sole discretion shall have the right to Union representation. Release time shall be granted to a representative who is a member of the bargaining unit if a representative is requested by the employee.

- | | |
|---------------------------------------|--|
| Step 1 – Warning | A copy of the warning shall be placed in the employee's personnel file and given to the employee. |
| Step 2 – Written Reprimand | A copy of the written reprimand shall be placed in the employee's personnel file and given to the employee. |
| Step 3 – Suspension | Penalty of one (1) day suspension with loss of pay may be issued by the Superintendent. A copy of the suspension shall be placed in the employee's personnel file and given to the employee. |
| Step 4 – 3 Day Suspension | Penalty of up to three (3) days suspension with loss of pay may be issued by the Superintendent. A copy of the suspension shall be placed in the employee's personnel file and given to the employee. |
| Step 5 – Termination of
Employment | Termination of employment contract shall be by the Board of Education. A copy of the notice of termination shall be placed in the terminated employee's personnel file. A copy of the notice of termination shall be given to the Board of Education and to the terminated employee. |

Prior to any suspension and/or termination, the employee shall be issued a Loudermill letter and a Loudermill meeting with the Superintendent.

A progressive discipline procedure shall be used in dealing with employees. Depending upon the severity of the offense/violation for which discipline is deemed necessary, however, disciplinary action may be initiated at the discretion of the Superintendent or his designee at any step.

Twenty-four (24) months following the written reprimand, the employee may request that the Superintendent and he/she review the employee's job performance. If the employee has not received any additional discipline within twenty-four (24) months from the infraction, the reprimand shall be removed from the employee's personnel file. Once removed, written reprimands cannot be used in any future disciplinary actions.

OAPSE Representative will be available on the request of employee.

All discipline involving Steps 2 through 5 shall be appealable through the grievance procedure. The disciplined employee shall appeal said discipline within six (6) working days of the discipline to Step 2 of the grievance procedure.

This article shall supersede the rights granted to employees under Chapter 3319 of the Ohio Revised Code.

Nothing herein shall preclude the Administration from determining what constitutes an offense for which an employee may be disciplined.

ARTICLE 11

GRIEVANCE PROCEDURES

Definition – A formal grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article or section of this agreement.

Definition – “Grievant” shall mean any person, group of persons or the union who claim that their individual rights under the Negotiated Agreement have been violated. Where more than one (1) person is a grievant, each shall sign the grievance or the Union's grievance committee may sign.

Definition – A “work or working day” shall mean a day when the district office is open. “Work days” do not include holidays or vacation days for the grievant and/or the supervisor.

A written grievance must be filed within twenty (20) working days following the alleged violation, misinterpretation or misapplication of a specific article or section of this agreement.

A grievant may appear on his/her own behalf and at his/her sole discretion will have the right to Union representation at all steps of the grievance procedure.

Step 1 The immediate work supervisor shall meet with the complainant and endeavor to solve the complaint within six (6) work days. A member of the professional organization may accompany the complainant if the complainant wishes.

The immediate supervisor shall provide a written decision to the complainant/s within six (6) working days following their meeting. If the complainant/s or work supervisor is dissatisfied with the results of this meeting or meetings, the issue or solution may be appealed in writing to the Superintendent of Schools within six (6) working days from receipt of the supervisor's written decision.

Step 2 The Superintendent or his designated representative will meet with the necessary person or persons and endeavor to provide a remedy or solution to the issue of problem. A meeting must be scheduled within ten (10) working days from submission of the written appeal. A written response shall be provided to the complainant/s within six (6) working days following the meeting with the Superintendent or his designated representative. If the complainant or Superintendent is dissatisfied with the result of the meeting or meetings, the issue or complaint may be taken in writing to the Treasurer/CFO of the Board for the presentation to the Local Board of Education by either party.

Step 3 If the complainant is not satisfied with the Superintendent's written response, he/she shall notify the Superintendent within six (6) working days. If both the Superintendent and the Union agree, the Parties shall participate in grievance mediation through the Federal Mediation and Conciliation Service ("FMCS"). The grievance mediation shall be scheduled no later than thirty (30) days from the date on which the complainant received the Superintendent's written response.

Step 4 If the grievance is not resolved at Step 2 or (if applicable) Step 3, arbitration may be requested within ten (10) working days from receipt of the Superintendent/designee's decision. Within five (5) working days after the request for arbitration has been served on the Superintendent, the parties shall immediately and jointly request the federal mediation and conciliation service to submit to them a panel of arbitrators from which the Board and Association shall alternately strike names until one name remains. This person shall be the arbitrator.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the meeting. The decision of the arbitrator shall be binding on both the Board and the Association.

The costs for the arbitrator and the hearing room shall be borne by the losing party.

Nothing in this agreement may prevent an individual employee from presenting a grievance to the Board or its designated representative, as long as any adjustment is not inconsistent with the terms of the agreement. The Association shall be present at the time of the adjustment.

The time limitations set forth in the grievance procedures are considered to be maximum. The time limitations may be extended, however, only by written mutual agreement of a representative of the Board of Education and the union representative.

If a decision on a grievance is not appealed within the time limits specified in any step of the grievance procedure, the grievance will be deemed null and void.

Failure at any step of the grievance procedure to communicate the disposition of a grievance within the specified time limits shall permit the grievance to proceed to the next step.

GRIEVANCE FILING FORM

Grievant _____

Address _____

Telephone _____

Immediate Supervisor _____

Date Alleged Grievance Occurred _____

Article and Section of Contract Alleged Violated _____

Person to Whom Alleged Grievance is Directed _____

Statement of Alleged Grievance:

Action Requested:

Date

Grievant

ARTICLE 12

EVALUATIONS

Each classified employee shall be evaluated annually by his/her supervisor. All evaluations shall be signed by the employee during evaluation review. Signing is acknowledgement of having seen the evaluation and does not indicate the employee is in agreement or disagreement with the evaluation. Failure to sign the evaluation may result in discipline.

The original evaluation and any employee reply shall be placed in the employee's central office personnel file. The employee shall be given a signed and dated copy of the evaluation. All evaluation forms will have a place for the employee to make comments. All evaluations will be completed by May 1st of each year.

Each classified probationary employee shall be evaluated at least two (2) occasions annually with a maximum of three (3) during the probationary period.

ARTICLE 13

PERSONNEL FILES

Section 1. A personnel file shall be maintained for each employee in the Superintendent's office, and such file shall be the only official file for the employee. The file shall be as confidential as permitted by law. A request for access shall be scheduled through the Superintendent. An employee may be accompanied by a representative of his/her choice at the time of a review of the individual's personnel file.

Section 2. Any material to be placed in the employee's personnel file shall be shown to the employee and a copy shall be provided. The employee shall sign such material to indicate that he/she has seen the material, but such signature shall not be construed to indicate agreement with the contents of the material. The employee may write a rebuttal to any material which is to be placed in his/her file and such rebuttal shall be permanently attached to the material in question.

Section 3. Classified employees may challenge the relevancy, accuracy, timeliness, or fairness of file information through the grievance procedure filed at the Superintendent's level.

Section 4. An incident which has not been reduced to writing within ten (10) work days of the administration's knowledge of its occurrence may not later be added to the file.

Section 5. The contents of the file are limited to work related activities, discipline, and routine financial or personnel data.

Section 6. All entries in the personnel file must be signed and dated by an administrator/supervisor.

- Section 7. Derogatory material without foundation from parents or others outside the educational field shall not be placed in building or central office personnel files. Anonymous documents shall not be placed in any file.
- Section 8. The classified employee shall be entitled to a copy of any material in his/her file. Employees may have a copy of any item in their file at no cost. If the Association is asked to file a grievance on behalf of the employee, then the Association shall also be entitled to a copy of any material in his/her file on written request from the employee involved, to the Board office.
- Section 9. The employer shall make reasonable effort to immediately notify the employee of any request(s) to view the contents of the employee's personnel file. An individual requesting to see an employee's file shall be granted access to the file within a reasonable period of time. During this the interim period, the employee may review his/her file.
- Section 10. Information in the personnel file shall be removed upon mutual agreement of the staff member and the administrator/supervisor making the entry or the Superintendent.
- Section 11. Complaints against staff members shall be held in executive session, if it becomes necessary for the Board of Education to become involved.
- Section 12. The procedures herein shall take precedence over and supersede the provisions of O.R.C. Chapter 1347.

ARTICLE 14

SUBSTITUTES

All attempts will be made to hire at least two (2) substitutes in each job classification.

ARTICLE 15

CRIMINAL RECORD CHECKS

Employees shall be responsible for the entire cost of any background check required for initial employment or rehire. All costs for renewed criminal record background checks involving fingerprinting as required by law will be shared equally between the Board of Education and the employee provided that the employee obtains said background check at the Lorain County Educational Service Center utilizing the form designated by the Board of Education and provided further that the employee pays the Lorain County Educational Service Center for his or her half of the cost at the time he or she requests said background check.

ARTICLE 16

FAIR SHARE FEE

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the OAPSE/AFSCME, Local #434, a fair share for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notice of the amount of the annual and/or pro-rata fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer/CFO of the Board. The Board agrees to transmit all amounts deducted to the OAPSE State Treasurer.

Payroll deduction of such fair share fees shall commence with the first payroll on or after January 15th of each school year. After the first year of employment, a fair share fee payer shall have the right to have the fair share fee paid over the same time frame as a bargaining unit member by giving written notice to the Treasurer/CFO by September 15th of each school year.

The Treasurer/CFO of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid.

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

The Association represents to the Board that an internal rebate procedure has been established, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

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

The Association shall indemnify the Board for any cost, expense, or other liability that an employer might incur as a result of the implementation and enforcement of these provisions.

The employer is required to give OAPSE/AFSCME, LOCAL #434 ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.

OAPSE/AFSCME, LOCAL #434, at its cost, has the right to designate counsel to represent and defend the employer.

The employer agrees to:

- A. give full and complete cooperation and assistance to the affiliate and its counsel at all levels of the proceedings;
- B. permit the affiliate or its affiliated organizations to intervene as a party if it so desires; and/or
- C. to not oppose the affiliate or its affiliated organizations' application to file briefs amicus curiae in the action.

The action brought against the employer must be a direct consequence of the employer's good faith compliance with the fair share fee contract provision, provided however, that there shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

Fee payers shall not be entitled to use the grievance procedure or bring action against the Board for collecting fair share fee.

ARTICLE 17

JOB DESCRIPTIONS

A specific job description has been prepared for each classified position within the school district. These descriptions may be revised as changes within the school system require modification. Suggestions for improving job descriptions may be called to the attention of the supervisor/administrator. The Local Association officers, as well as the individual employees, will be consulted on job descriptions prior to Board approval.

All attempts will be made to give all new classified employees a job description. Any newly revised job descriptions will be provided to all classified employees after the job descriptions have been drafted and been approved by the Board.

OAPSE Local #434 will present proposed job description revisions to the Superintendent by December 15, 2010. After review, a meeting will be set up with OAPSE Local #434 to discuss proposed changes.

ARTICLE 18

NEW EMPLOYEES – OAPSE NOTIFICATION

The OAPSE local president and treasurer will be notified immediately of any new classified employees hired. The following information will be provided to them:

- 1) Name
- 2) Address
- 3) Classification
- 4) Number of hours worked
- 5) Date hired
- 6) Estimated salary for the school year
- 7) Employee's step on salary schedule
- 8) Building(s) assignment
- 9) Beginning and ending times

All new classified employees shall receive a copy of the negotiated agreement provided by the Board on or before the first day of employment.

ARTICLE 19

PROBATIONARY PERIOD

The provision of O.R.C. 3319.081 shall not apply. An employee shall be granted "tenure" after an employee has successfully served a "probationary" period of 18 months from the employee's first day of work. During the probationary period the employee shall not have an expectancy of continued employment and may be removed for any reason. At the removal of a probationary employee, said employee must be given a reason for his/her removal and shall not be entitled to appeal under the grievance procedure. This probationary period shall be used to eliminate positions or reduce staff prior to a layoff of a tenured bargaining unit employee.

A classified employee shall be again subject to a forty-five (45) work day probationary status in a new position. During this probationary period, the administration and/or employee may initiate a transfer back to his/her previous position.

ARTICLE 20

LAYOFF AND RECALL

- Section 1. All bargaining unit classifications and positions shall be filled by employees of the Board.
- Section 2. If it becomes necessary to reduce the number of employees in a job classification due to return to duty after leaves of absence, financial reasons, decreased enrollment of pupils in the district, suspension of schools, or territorial changes affecting the district or center, the following procedure shall govern such layoff.
- Section 3. The number of people affected by reduction shall be kept to a minimum by reducing employees not under continuing contract, not employing replacements, insofar as practical, of employees who resign, retire or otherwise vacate a position.
- Section 4. Except as provided herein, whenever it becomes necessary to lay off employees for reasons stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Employee(s) whose position has been subsequently abolished due to a reduction-in-force shall be offered vacant position(s) by seniority within the classification.
- Section 5. A Special Needs Paraprofessional who has a one-on-one assignment shall not be displaced during the school year. If a Special Needs Paraprofessional is prevented from exercising his/her displacement rights because of the restriction against displacing a Special Needs Paraprofessional who has a one-on-one assignment during the school year, the Superintendent shall reassign that employee to another classification at the employee's current rate of pay and work hours for the remainder of that school year. If the Superintendent/designee is not able to assign the employee to a position within the Special Needs Paraprofessional classification for the subsequent school year, the employee may exercise his/her displacement rights in accordance with Section 9 of this Article.
- Section 6. Classifications for the purposes of this article shall be defined as follows:
1. Special Needs Paraprofessional
 2. Library Paraprofessional
 3. Paraprofessional
 4. Bus Mechanic
 5. Bus Driver
 6. Cafeteria
 7. Secretary
 8. Cleaning
 9. Custodian/Maintenance
 10. Monitor
 11. Technology Assistant

12. Substitute Caller
13. Cleaner Trainee

Section 7. Except as provided herein, first recall of affected employees shall be by seniority within the classification, with the most senior employee recalled first. No employee whose continuing contract has been suspended under this provision shall lose their right to recall for having declined recall to a position requiring fewer regularly scheduled hours of work than required by the position the employee last held while employed by the Board of Education.

Section 8. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification computed from the latest date of hire or appointment to their present classification. Should two or more employees have the same hire date, seniority ranking shall be determined by drawing the highest card from a single suit of cards. The “Ace” is the highest card and the “Two” the lowest card.

Section 9. Displacement within the Classification

For the purpose of this section, bargaining unit members who are regularly scheduled to work thirty (30) or more hours per week are considered full time employees. Those bargaining unit members who are regularly scheduled to work less than thirty (30) hours per week are considered part time employees. Except as provided herein, any full time employee(s) whose job is eliminated by layoff shall have the right to displace a full time employee with the least classification seniority within their current job classification. Except as provided herein, any part time employee(s) whose job is eliminated by layoff shall have the right to displace a part time employee with the least classification seniority within their current job classification. The least senior displaced full time employee may in turn displace the least senior part time employee if that part time employee has less seniority.

Any employee who chooses not to displace a less senior member of that job classification may volunteer to be placed on the recall list.

ARTICLE 21

TRANSFERS

Involuntary Transfers shall be made according to the needs of the school system and shall not be done in an arbitrary or capricious manner. Seniority within the classification should prevail in the assignment of personnel. The Superintendent shall have final authority in all transfers and his decisions are not subject to the grievance procedure of this agreement. In the case of involuntary transfers, the transfers will be discussed with the Superintendent, the supervisor, and the employee prior to any transfer. Reason for any involuntary transfer will be given. This procedure shall not be used to circumvent the vacancy procedure of this agreement.

Requests for voluntary transfers must be applied for in writing, on the employee intent form prior to May 15th of the previous school year. The Superintendent may permit an employee to apply for a voluntary transfer after May 15th of the previous school year. The Superintendent shall have final authority in all transfers and his decisions are not subject to the grievance procedure of this agreement. Voluntary transfers shall be by mutual agreement between employees and are limited to transfers of equal assignments either within a building or between buildings. This procedure shall not be used to circumvent the vacancy procedure of this agreement.

ARTICLE 22

VACANCIES

Section 1. The Board of Education shall adopt specifications, description of duties, responsibilities, requirements, and desirable qualifications.

Section 2. It is encouraged that vacancies be filled by bargaining unit staff.

Section 3. Whenever the Board determines that a vacancy exists or creates a new bargaining unit position, the responsible Board authority shall notify the OAPSE president and post the job opening in all Keystone school buildings and on the district website for five (5) working days and if during the summer months, provide employees with notification via e-mail.

The posting shall specify the title of the position, location and standard and/or special qualifications required for that position. Salary and benefits shall be according to the Negotiated Agreement. A job description shall also be available at the Board Office.

In selecting an employee for the vacant position, the Board shall use the following procedure.

A. The vacant position shall be awarded to the employee/s within the present classification, so long as the employee/s are qualified. Qualifications shall be determined by the Superintendent and shall be included and/or referenced in the job posting. An employee's attendance record shall not be a qualification to be considered when filling a vacant position; however, discipline based upon an employee's attendance may be considered when filling a vacant position.

Special needs paraprofessionals may be required to have additional certifications/training to qualify for the position; such certifications/ training shall be determined by the student/s

IEP. If the additional certifications/training can be accomplished within a reasonable amount of time so that it would not interfere with the needs of the child, the Board shall not use such certifications/training in determining qualifications for the vacancy.

- B. If more than one employee within the same classification requests the vacancy in writing, the most qualified employee, as determined by the Superintendent, shall be awarded the position. If the Superintendent determines that two or more applicants are equally qualified, he/she shall award the position to the employee with the highest classification seniority.
- C. If the vacant position is not filled by an employee within the classification, it shall then be offered to other employees in the bargaining unit. If more than one employee within the bargaining unit applies for the position, the most qualified employee, as determined by the Superintendent, shall be awarded the position. If the Superintendent determines that two or more applicants are equally qualified, he/she shall award the position to the employee with the highest seniority. Qualifications shall be determined by the Superintendent and included and/or referenced in the job posting.
- D. If an employee is not selected through the above process, the Board may fill the position with a newly hired employee. If a current employee and an outside candidate are equally qualified the position will be awarded to the current employee.
- E. When an employee takes a position in a new classification he/she shall be placed at the salary step which is equal or closest to his/her hourly rate in his/her previous position.

Section 4. Substitutes shall not be used to fill vacant positions for more than forty (40) work days, unless mutually agreed upon.

ARTICLE 23

SALARY NOTICES

Section 1. Salary notices will indicate job classification, effective date, hourly rate of pay and the number of sick days the employee has accumulated. If sick days appear on the payroll pay receipt, it will not be necessary for them to appear on the salary notice.

Section 2. A seniority list will be sent to all classified employees at the time salary notices are sent out annually.

Section 3. Increments will be made yearly a step at a time for all employees below the maximum rate of pay for the job classification. An employee must have a minimum of 120 days of service credit in his/her current classification in the prior year in order to advance to a higher step on the applicable salary schedule.

ARTICLE 24

SALARY SCHEDULES

All employees shall be paid via direct deposit and shall receive their pay stubs via e-mail.

All employees will be paid biweekly over twenty-six (26) pays.

Salary Schedules reflect the following percentage increases over the previous contract:

- Beginning July 1, 2016 2.0%
- Beginning July 1, 2017 2.0%
- Beginning July 1, 2018 2.0%

Bus Driver	Step	2016-2017	2017-2018	2018-2019
	0	13.53	13.80	14.07
	1	14.07	14.35	14.63
	2	14.64	14.93	15.23
	3	15.15	15.45	15.76
	4	15.69	16.00	16.32
	5	16.23	16.55	16.89
	6	16.77	17.11	17.45
	7	17.31	17.66	18.01
	8	17.85	18.21	18.57
	9	18.39	18.76	19.14
	10	18.66	19.04	19.42

	Step	2016-2017	2017-2018	2018-2019
Bus Mechanic	0	14.59	14.88	15.18
	1	15.17	15.47	15.78
	2	15.79	16.11	16.43
	3	16.34	16.66	17.00
	4	16.92	17.26	17.60
	5	17.50	17.85	18.21
	6	18.09	18.45	18.82
	7	18.67	19.04	19.42
	8	19.25	19.64	20.03
	9	19.84	20.23	20.64
	10	20.13	20.53	20.94

	Step	2016-2017	2017-2018	2018-2019
Cafeteria	0	10.94	11.16	11.39
	1	11.38	11.61	11.84
	2	11.85	12.08	12.33
	3	12.26	12.50	12.75
	4	12.70	12.95	13.21
	5	13.13	13.40	13.66
	6	13.57	13.84	14.12
	7	14.01	14.29	14.58
	8	14.45	14.74	15.03
	9	14.88	15.18	15.49
	10	15.10	15.41	15.71

Head Cook Supplement	KES/KMS/KHS	\$1.00/hour	\$1.00/hour	\$1.00/hour
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Cleaning

Step	2016-2017	2017-2018	2018-2019
0	9.99	10.19	10.39
1	10.39	10.59	10.80
2	10.81	11.03	11.25
3	11.18	11.41	11.64
4	11.58	11.82	12.05
5	11.98	12.22	12.47
6	12.38	12.63	12.88
7	12.78	13.04	13.30
8	13.18	13.44	13.71
9	13.58	13.85	14.13
10	13.78	14.06	14.34

**Custodian/
Maintenance**

Step	2016-2017	2017-2018	2018-2019
0	13.53	13.80	14.07
1	14.07	14.35	14.63
2	14.64	14.93	15.23
3	15.15	15.45	15.76
4	15.69	16.00	16.32
5	16.23	16.55	16.89
6	16.77	17.11	17.45
7	17.31	17.66	18.01
8	17.85	18.21	18.57
9	18.39	18.76	19.14
10	18.66	19.04	19.42

Night Custodian Shift Differential \$0.70/hour \$0.70/hour \$0.70/hour

Monitor

Step	2016-2017	2017-2018	2018-2019
0	10.38	10.59	10.80
1	10.80	11.01	11.24
2	11.24	11.47	11.69
3	11.63	11.86	12.10
4	12.04	12.29	12.53
5	12.46	12.71	12.96
6	12.88	13.13	13.40
7	13.29	13.56	13.83
8	13.71	13.98	14.26
9	14.12	14.40	14.69
10	14.33	14.62	14.91

Head Keycare Supplement \$0.50/hour \$0.50/hour \$0.50/hour

Paraprofessional

Step	2016-2017	2017-2018	2018-2019
0	10.38	10.59	10.80
1	10.80	11.01	11.24
2	11.24	11.47	11.69
3	11.63	11.86	12.10
4	12.04	12.29	12.53
5	12.46	12.71	12.96
6	12.88	13.13	13.40
7	13.29	13.56	13.83
8	13.71	13.98	14.26
9	14.12	14.40	14.69
10	14.33	14.62	14.91

**Paraprofessional
(Library)**

Step	2016-2017	2017-2018	2018-2019
0	10.59	10.80	11.02
1	11.01	11.23	11.46
2	11.46	11.69	11.92
3	11.86	12.10	12.34
4	12.28	12.53	12.78
5	12.71	12.96	13.22
6	13.13	13.39	13.66
7	13.55	13.82	14.10
8	13.98	14.26	14.54
9	14.40	14.69	14.98
10	14.61	14.90	15.20

**Paraprofessional
(Spec. Needs)**

Step	2016-2017	2017-2018	2018-2019
0	10.38	10.59	10.80
1	10.80	11.01	11.24
2	11.24	11.47	11.69
3	11.63	11.86	12.10
4	12.04	12.29	12.53
5	12.46	12.71	12.96
6	12.88	13.13	13.40
7	13.29	13.56	13.83
8	13.71	13.98	14.26
9	14.12	14.40	14.69
10	14.33	14.62	14.91

Secretary

Step	2016-2017	2017-2018	2018-2019
0	12.22	12.46	12.71
1	12.71	12.96	13.22
2	13.23	13.49	13.76
3	13.69	13.96	14.24
4	14.17	14.46	14.75
5	14.66	14.96	15.26
6	15.15	15.46	15.76
7	15.64	15.95	16.27
8	16.13	16.45	16.78
9	16.62	16.95	17.29
10	16.86	17.20	17.54

Technology Assistant

Step	2016-2017	2017-2018	2018-2019
0	11.67	11.90	12.14
1	12.14	12.38	12.63
2	12.63	12.88	13.14
3	13.07	13.33	13.60
4	13.54	13.81	14.08
5	14.00	14.28	14.57
6	14.47	14.76	15.05
7	14.94	15.23	15.54
8	15.40	15.71	16.03
9	15.87	16.19	16.51
10	16.10	16.43	16.75

Sub-Caller

2016-2017	2017-2018	2018-2019
9.58	9.77	9.96

Cleaner Trainee

Minimum Wage

All newly-hired employees will be given credit on the salary schedule in accordance with the following provisions:

1. Service from another “school system” in the same position as the area of work, skill or trade for which a person is an applicant will be recognized for placement on the salary schedule.
2. Service in another school system will be recognized only on the minimum basis of one hundred twenty (120) working days equal to one (1) working year.
3. Placement will be made up to a maximum of two (2) experience increments as applicable (earned).

Time Clocks/Electronic Time Sheets

The district shall utilize a time clock system and electronic time sheets.

*** Longevity Payment ***

The following longevity payments will be made to regular employees who work a minimum of twenty (20) hours per week if they have accumulated the necessary number of years of service in the Keystone Local School District. Only years that an employee is under contract as a regular employee (not substitute) will count in determining years of service:

After Years of Service (for duration of contract)

10 year	annual increment	\$750.00
15 year	annual increment	\$1,250.00
20 year	annual increment	\$1,750.00

The longevity payment will be paid in a lump sum on the first pay in July following the required years of service.

For the purpose of determining longevity, a year of service requires a minimum of one hundred twenty (120) days of service in a given fiscal year. Service includes any leave credited by SERS and/or FMLA leave.

Longevity Credit

Employees shall be placed at their proper “year of service” for purposes of longevity effective the 2014-2015 school year. If it is determined that an employee has not been credited with the proper years of service for purposes of longevity, he/she shall be placed at the proper year of service effective the 2014-2015 school year and shall receive the proper payment for his/her years of service the first pay period in July, 2015.

Any adjustment to an employee’s “years of service” for purposes of longevity shall be prospective only and shall not result in any allegedly lost payment(s) for any past year(s) in which the employee was allegedly placed at an improper year of service.

Conversion of Days to Hours

With regard to any matter affecting an employee’s compensation, inclusive of leave use, in this Agreement, the words “day” “days” refer to the regular work day of the employee and will accordingly be converted to “hours” for payroll and related purposes.

ARTICLE 25

ASSAULT LEAVE

The Board shall grant paid leave not to exceed forty-five (45) days for injury resulting in his/her total temporary disability from a physical attack by any person when the employee is performing in his/her scope of duty.

The employee will be maintained on full pay status during his/her period of absence. A certificate must be furnished by a physician stating the nature of the disability and the period of total temporary disability. To be entitled for compensation for assault leave, the employee must do the following:

1. File a written report with the Superintendent within one (1) day, stating the facts, identifying the assailant and stating the name and address of all witnesses.
2. File a criminal complaint against the person who assaulted him/her. In the case of a special needs student assaulting an employee, a criminal complaint does not need to be filed against the student in order to qualify for Assault Leave.
3. Cooperate with the appropriate prosecuting attorney in preparing his/her case against the alleged defendant.
4. Be ready, able and willing and in the event the case comes to trial, to testify as to the facts about the assault and against the person who assaulted him/her.
5. In the event the employee drops the case or instructs the prosecuting attorney to withdraw or dismiss the case, the employee forfeits his/her assault leave pay.

During the period of absence, pending the application for assault leave pay, days absent will be charged to sick leave. After the assault leave requirements have been met and the employee is eligible therefore, the sick leave days taken will be credited and those days will be charged to assault leave.

The Superintendent may review any unusual situation for special consideration and may make his/her recommendation to the Board; but the recommendation, to be effective, must be approved by the Board.

ARTICLE 26

MILITARY LEAVE

Military leave shall be granted to classified employees pursuant to Ohio Revised Code and federal law. If the employee is involuntarily ordered to extend active duty in the military service, the employee shall be granted military leave without salary for the duration of such service. This leave shall be granted, without pay, upon entering the service. The employee shall be reinstated into the same classification, as before the leave, upon release from military service and upon application, the employee will be given the same seniority as before the requested leave. An employee shall not earn credit for experience on the salary schedule during the approved leave.

ARTICLE 27

PARENTAL LEAVE

- Section 1. Leave without pay may be granted to all classified employees who become the parent of a newborn or adopted child. A parental leave may begin at any time between:
- A. The commencement of pregnancy, or
 - B. In the event of adoption, the receipt of custody, or
 - C. Upon completion of the period of maternal disability following pregnancy.
- Section 2. Application for parental leave shall be submitted as soon as practicable, but at least thirty (30) days in advance of the approximate starting date. Such application shall include the starting and ending dates of the leave. An attending physician's statement must accompany the applicant's request for leave in cases of pregnancy. The leave may be canceled by the applicant only with the approval of the Superintendent. Such request for leave of absence will be granted for up to one (1) year and such leave extended for up to an additional school year must be approved by the Superintendent.
- Section 3. The classified employees do not have to exhaust their sick days leave to receive a parental leave.
- Section 4. The affected employees may continue his/her hospitalization and other group benefits for the duration of the parental leave provided they reimburse the Board for premium costs.
- Section 5. Upon return, the employee will be assigned to his/her prior position, or to a position substantially equivalent to the one he/she held prior to the parental leave.
- Section 6. An employee will not have earned credit for experience on the salary scale for the time of parental leave, but will retain seniority as if the leave had not been taken.

ARTICLE 28

FAMILY AND MEDICAL LEAVE ACT

An employee, employed no less than one thousand two hundred fifty (1,250) hours, with at least twelve (12) months of service in the Keystone Local School District shall be granted twelve (12) weeks of unpaid Family Medical Leave (during each fiscal year period) for the following:

- The birth and first year care of a child;
- The adoption or foster placement of a child;

- The serious illness of a spouse, minor son, minor daughter, guardian, parent of the employee's family, or any minor dependent child residing in the employee's house;
- The employee's own serious health condition that keeps the employee from performing the essential functions of his/her job.
- For an employee who experiences a qualifying exigency that arises out of the fact that a spouse, child or parent has been called or is on active duty as a member of the National Guard or military reserves (it does not apply to active duty served by a member of the regular armed forces).
- A "qualifying exigency" is defined by the FMLA as follows:
 - Short-notice deployment
 - Military events and related activities;
 - Childcare and school activities;
 - Financial and legal arrangements;
 - Counseling;
 - Rest and recuperation (the employee may take up to five [5] days of leave to spend time with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment.)
 - Post-deployment activities; or
 - Additional activities not encompassed in other categories, but agreed to by the employer and employee.
 - Military Caregiver
- In addition to the types of leaves listed above, an eligible employee who is the spouse, child, parent or next of kin (i.e. nearest blood relative) of a current member of the armed forces with a serious illness or injury incurred in the line of duty may take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for a covered service member.

The time period for the twenty-six (26) weeks begins on the first day of leave. Such leave may be taken only once per injury and is available only while the service member remains in the military.

- A. The employee shall apply in writing to the Superintendent or designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if the leave request was foreseeable. The written application, requiring the Superintendent's approval, shall specify the proposed dates the leave is to commence and to terminate, with every attempt being made to select those dates least disruptive to the educational process and the district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if the employee requests a medical leave. Pursuant to the Act, the employer, at its own expense, may require a second medical certification by a medical provider of its choice.
- B. While on family medical leave, the employee will continue to receive the same group health coverage that the employee had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning the employee's leave.
- C. Serious health condition is defined as an illness, injury, impairment, or mental condition that involves the following:
 - inpatient care in a hospital, hospice, or residential medical facility; or
 - continuing treatment by a health care provider.
- D. An employee on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence, however, the employee shall continue to accrue sick leave.
- E. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, the Board, and the applicant.
- F. The taking of intermittent leave, leave on reduced leave schedule, and leave near the end of an academic term shall be governed by the Act.
- G. FMLA leave shall run concurrently with any and all paid leaves.

Upon expiration of FMLA leave, the bargaining unit member will be restored to the employee's former position with seniority status and pay, unless circumstances of the School District have so changed as to deem this as impossible (i.e., Reduction in Force).

ARTICLE 29

PERSONAL LEAVE

It is agreed that the Board of Education will grant three (3) unrestricted personal leave per contracted year for all classified employees. Personal leave shall be taken in two (2) hour increments and thereafter in fifteen (15) minute increments with the exception of bus drivers and bus aides which must take the time associated with a respective route.

All personal leave is subject to the following conditions:

1. For unused personal leave days at the end of the year, the employee may do one of the following:
 - a. roll over up to one (1) unused personal day to the next school year (begin the new school year with four [4] personal days instead of three [3]);
 - b. –or– convert any unused personal days to sick days;
 - c. –or– receive a stipend of one-third (1/3) of their daily rate per unused personal day, if no personal days were taken.
2. The employee must inform the Treasurer’s office in writing of his/her preference by June 30th of the fiscal year. Should no written notice be provided, the Treasurer’s office will convert unused personal days to sick days.
3. Written application must be properly completed and submitted to the Superintendent five (5) working days prior to the day requested. This will be waived due to emergency situations.
4. Personal leave may not be used to extend a school break, holiday and/or vacation period. The Superintendent may, at his sole discretion, approve a request to utilize personal leave to extend a school break, holiday and/or vacation period only if the personal leave is requested for one or more of the reasons listed in Subsections “a-o” of this Article.
5. Personal leave may not be used the first and/or last ten (10) days of the student school year. The Superintendent may, at his sole discretion, approve a request to utilize personal leave during the first and/or last ten (10) days of the student school year only if the personal leave is requested for one or more of the reasons listed in Subsections “a-o” of this Article.
6. Personal leave must be used for business that cannot be conducted outside school hours.
7. Any abuse of the above regulations may result in loss of pay, suspension, or dismissal.
8. When a Bus Driver or a Bus Monitor requests personal leave, such leave must coincide with any affected route.
9. On any given workday, no more than two (2) classified employees per classification shall be entitled to take personal leave.

10. The Superintendent may grant up to three (3) unpaid personal leave days in any one school year. The Superintendent may grant up to an additional two (2) unpaid personal leave days over two (2) school years. For example, if the Superintendent grants five (5) unpaid personal leave days to an employee during the 2015-2016 school year, the employee would only be entitled to request a total of three (3) unpaid personal leave days during the 2016-2017 school year. Unpaid personal leave may be granted for the same reasons as paid personal leave and can be extended to include reasons for which paid personal leave would normally be denied. Such unpaid personal leave may be granted with prior approval of the Superintendent/designee.

11. If approved by the Superintendent, an employee may utilize personal leave to extend a school break, holiday and/or vacation period and/or during the first and/or last ten (10) days of the student school year:
 - a. Settlement of estate;
 - b. Personal legal problems that cannot be conducted after school or on weekends;
 - c. Subpoena to court;
 - d. Religious observation;
 - e. Home purchase or closing;
 - f. Emergency – such as auto accident, furnace trouble at home, frozen water pipes, etc.;
 - g. Interview for full-time employment;
 - h. Extension of funeral leave or funeral;
 - i. Extension of serious family illness after sick leave is used;
 - j. Extension of sick leave after all sick leave is used;
 - k. Wedding or graduation of employee or member of immediate family;
 - l. School conference or state or national competition of employee’s own children or grandchildren;
 - m. Transport immediate family member to/from college;
 - n. Attendance at graduation exercise for high school or beyond high school involving an employee, employee’s spouse, or children of an employee or grandchild of the employee; and
 - o. Attendance at ceremonies where the employee or member of his/her immediate family is receiving an award of major significance.

ARTICLE 30

SICK LEAVE

- Section 1. Each employee shall be entitled for each completed month of service, one and one-quarter (1-1/4) days of sick leave per month and fifteen (15) days per year with a maximum accumulation of up to three hundred twenty (320) days for the duration of the contract. Sick leave is awarded in accordance with Ohio Revised Code 3319.141.

- Section 2. An employee who transfers from a public agency or school district shall be credited with the unused balance of his/her sick leave with a maximum accumulation of up to one hundred fifty (150) days for the duration of contract.
- Section 3. Employees may use sick leave upon notifying his or her department head for absence due to illness, maternity, medical appointments, injury, exposure to a contagious disease and for illness in the employee's immediate family.
- Section 4. The immediate family shall include husband, wife, children, step-children, mother, father, step-mother, step-father, brothers, sisters, grandparents, aunts, uncles, father-in-law, mother-in-law, brother-in-law, sister-in-law, and grandchildren, or any other dependent or relative living in the same household as the school employee and/or any individual or significant other (stands in place of spouse and must be designated to the Treasurer on or before the first day work for the school year or, if the bargaining unit member fails to designate the individual to the Treasurer on or before the first day of school, the member may designate the individual to the Treasurer on or before January 1st of the current school year) considered an integral part of the family.
- Section 5. For an immediate family member who is a non-resident, a maximum of five (5) days may be used per contract year. Once the employee has used these five (5) days and also exhausted his/her personal leave, the employee may request the Superintendent consider granting up to an additional five (5) days.
- Section 6. Employees shall be granted up to five (5) days absence with pay for a death in the employee's immediate family (as defined in Section 4 above) and these days will be charged against the accumulated sick leave.
- Section 7. Employees who miss more than five (5) consecutive work days on sick leave must submit a doctor's note. Any employee who provides a fraudulent physician's statement shall be subject to discipline up to and including termination.
- Section 8. Any classified employee, who has accumulated one hundred fifty (150) days of sick leave and worked at least one (1) year for Keystone Schools as reported on their first pay stub in August, for each year of this contract, will receive one (1) Merit Day, for each year of this contract. These days may be used for any reason and not counted against any leave usage.
- All requests for Merit Day shall be submitted on the approved form five (5) full working days prior to the Merit Day request. However, in the event of an unusual circumstance, the employee shall contact the Superintendent who will make a reasonable effort to permit the Merit Day without the five (5) day notice.
- The Merit Day is not cumulative.
- Section 9. Any employee who has exhausted all of their sick leave, personal leave and vacation leave will be advanced up to ten (10) sick days. An employee using advanced sick leave shall be

required to provide a physician statement for each advanced sick day used for the absence to be credited as paid sick leave. Once an employee has been advanced sick leave, any sick leave that he/she takes prior to paying back the advanced days shall be unpaid sick days. If the employee leaves the Keystone District for any reason other than disability retirement, they will be required to pay back to the district any of those ten (10) days that were unearned.

Section 10. “Significant Other” as it applies this article shall be defined as a person who stands in place of a spouse. Such significant other must be designated to the Treasurer on or before the first day of school or, if the bargaining unit member fails to designate the individual to the Treasurer on or before the first day of school, the member may designate the individual to the Treasurer on or before January 1 of the current school year.

Section 11. Sick leave shall be taken in two (2) hour increments and thereafter in fifteen (15) minute increments with the exception of bus drivers and bus aides which must take the time associated with a respective route.

ARTICLE 31

HEALTH CARE MEDICAL, DENTAL AND VISION PLANS

To the extent required by law, the Board’s medical insurance plan(s) and the provision thereof shall accord with the Patient Protection and Affordable Care Act of 2010, 26 U.S.C. § 5000A (“PPACA”). To the extent required by law, the Board shall comply with “best practices” as adopted by the School Employees Health Care Board.

The total lifetime maximum comprehensive major medical cap shall be as defined by applicable law, but no less than \$1,000,000.00.

Full-time and Part-time Employees

When determining employer contributions for Medical, Dental, and Vision Coverage, employees shall be considered “Full Time” if said employee has been employed to work thirty (30) hours or more per week.

“Part-Time” employees are those employees hired by the Board working at least twenty (20) hours, but less than thirty (30) hours per week.

Vision and Dental Premiums

The Board agrees to contribute:

- 86.5% of Dental and Vision premiums for full-time employees.
- 65% of Dental and Vision premiums for part-time employees.

Medical Premiums

Beginning 07/01/16, the Board agrees to contribute 86.5% of the cost of medical insurance premiums for family or single coverage for full-time employees and 50% of the cost of medical insurance premiums for family or single coverage for part-time employees.

Employees not considered full- or part-time may purchase Dental, Vision, or Medical insurance at their own expense.

Plan Designs – Effective July 1, 2016

LERC PREMIUM PLAN DETAILS

In-Network	Out-of-Network
90% Co-Insurance	60% Co-Insurance
\$750 Single Deductible	\$1,500 Single Deductible
\$1,500 Family Deductible	\$3,000 Family Deductible
\$1,500 Coinsurance Limit Single (excluding deductible, medical and RX copays)	\$3,000 Coinsurance Limit Single (excluding deductible, medical and RX copays)
\$3,000 Coinsurance Limit Family (excluding deductible, medical and RX copays)	\$6,000 Coinsurance Limit Family (excluding deductible, medical and RX copays)
Retail Pharmacy (30-day supply): Generic --\$10.00 Preferred -- \$25.00 Non-Preferred -- \$50.00 Specialty --\$60.00	Mail Order Pharmacy (90-day supply): Generic --\$20.00 Preferred -- \$50.00 Non-Preferred -- \$100.00
Maximum Out-of-Pocket Limit or MOOP (including deductible, coinsurance, medical and drug copays)	\$6,600/\$13,200 (Single/Family)

LERC STANDARD PLAN DETAILS

In-Network	Out-of-Network
80% Co-Insurance	60% Co-Insurance
\$1,000 Single Deductible	\$2,000 Single Deductible
\$2,000 Family Deductible	\$4,000 Family Deductible
\$2,000 Coinsurance Limit Single (excluding deductible, medical and RX copays)	\$4,000 Coinsurance Limit Single (excluding deductible, medical and RX copays)
\$4,000 Coinsurance Limit Family (excluding deductible, medical and RX copays)	\$8,000 Coinsurance Limit Family (excluding deductible, medical and RX copays)
Retail Pharmacy (30-day supply): Generic --\$15.00 Preferred -- \$30.00 Non-Preferred -- \$60.00 Specialty --\$100.00	Mail Order Pharmacy (90-day supply): Generic --\$30.00 Preferred -- \$60.00 Non-Preferred -- \$120.00
Maximum Out-of-Pocket Limit or MOOP (including deductible, coinsurance, medical and drug copays)	\$6,600/\$13,200 (Single/Family)

LERC BASIC PLAN DETAILS

In-Network	Out-of-Network
90% Co-Insurance	60% Co-Insurance
\$2,000 Single Deductible	\$4,000 Single Deductible
\$4,000 Family Deductible	\$8,000 Family Deductible
\$3,000 Coinsurance Limit Single (excluding deductible, medical and RX copays)	\$6,000 Coinsurance Limit Single (excluding deductible, medical and RX copays)
\$6,000 Coinsurance Limit Family (excluding deductible, medical and RX copays)	\$12,000 Coinsurance Limit Family (excluding deductible, medical and RX copays)
Retail Pharmacy (30-day supply): Must meet deductible first then meds are: Generic --\$10.00 Preferred -- \$25.00	Mail Order Pharmacy (90-day supply): Must meet deductible first then meds are: Generic --\$30.00 Preferred -- \$50.00

Non-Preferred -- \$50.00 Specialty -- \$60.00	Non-Preferred -- \$100.00
Maximum Out-of-Pocket Limit or MOOP (including deductible, coinsurance, medical and drug copays)	\$6,450/\$12,900 (Single/Family)

The Board of Education also offers a Minimum Value Plan Designed to meet the requirements of the Affordable Care Act. To get details regarding this plan, please see the Board’s Treasurer.

Office and Emergency Visits:

	Premium	Standard	Basic
OV Copay	\$25	\$30	Deductible
Urgent Care Visit	\$40	\$45	then
Specialist Visit	\$40	\$45	coinsurance
ER Copay - Emergency	\$100	\$150	
ER Copay - Non-emergency	\$200	\$200	

Preventive Care (formerly Wellness):

Immunizations	100% In-network
Routine Physical	100% In-network
Routine PSA	100% In-network
Endoscopies	100% In-network
Pap Test Exam	100% In-network
PPACA Expanded Wellness Svcs	100% In-network

Wellness Incentive

Employees who are enrolled in the Board’s medical insurance plan and participate in and complete the preventative health screenings and online health assessment on or before November 1 of the applicable year, shall receive a credit (\$250.00/Single and \$500.00/Family) toward the employee’s deductible.

Working Spouse Rule – Effective January 1, 2015.

Any spouse that has single medical/prescription drug insurance coverage available through his/her employer, business, organization or retirement plan, that costs 25% or more of the premium cost, must enroll in that coverage and the Board’s Medical Plan will coordinate as secondary payer for any and all services provided.

It is the employee’s responsibility to advise the Treasurer immediately (and not later than 30 days after any change in eligibility) if the employee’s spouse becomes eligible to participate in group medical/ prescription drug insurance sponsored by his/her employer, business, organization or retirement plan or if the contribution for single coverage changes. Upon becoming eligible, the employee’s spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement because the cost for single coverage under

the lowest cost plan is 25% or more of the premium cost.

Any spouse who fails to enroll in any group medical/prescription drug insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this rule, shall be ineligible for benefits under such group insurance coverage sponsored by the Board.

Every employee whose spouse participates under the Board's medical/prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical/prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group medical/prescription drug insurance coverage sponsored by the Board. Additional documentation may be required.

If you submit false information, or fail to timely advise the Treasurer of a change in your spouse's eligibility for employer, business, organization, or retirement plan sponsored group medical/prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group medical/prescription drug insurance coverage under the Plan.

If you submit false information, you may be subject to disciplinary action, up to and including termination of employment.

Section 125 Cafeteria Plan

The Board shall maintain a Section 125 Cafeteria Plan ("Cafeteria Plan") that is designated to allow employees who must make employee contributions for health care, dental and/or vision coverage to elect to do so on a pre-tax basis.

The Cafeteria Plan will be designated to meet the requirements of Internal Revenue Code Section 125 and applicable regulations. Employees may contribute up to \$2,500.00 per calendar year. An employee may elect to carry over to the immediately following plan year of up to \$500.00 of any amount remaining unused as of the end of the plan year in a Health Flex Spending Account.

An on-going committee will be formed to review current programs and their costs, explore new options for insurance, and analyze data collected from current programs and collect information helpful to predict changes in insurance premiums.

1. The committee will meet each quarter following the consortium quarterly meetings.
2. The committee will be made up of an equal number of Local #434 members and Board members (including the Superintendent and Treasurer/CFO) with a maximum number of four (4) members per party.

Payment in Lieu of Medical Insurance – Any classified employee eligible for Board paid medical insurance who elects to decline coverage shall be eligible for the following options:

- a) A full-time employee who is eligible for family coverage may decline Board medical insurance and receive \$2,000, and a part-time employee who is eligible for family coverage may decline Board medical insurance and receive \$1,000, divided into two (2) equal semi-annual payments.
- b) A full-time employee who is eligible for family coverage may elect to take single insurance coverage and receive \$1,000, and a part-time employee who is eligible for family coverage may elect to take single coverage and receive \$500, divided into two (2) equal semi-annual payments. An employee eligible for a family plan who takes single coverage is eligible for the opt-out even if his/her spouse is required to purchase his/her own medical insurance pursuant to the Working Spouse Rule.
- c) A full-time employee who is eligible for single coverage may elect to decline Board medical insurance and receive \$1,000, and a part-time employee who is eligible for single coverage may elect to take single coverage and receive \$500, divided into two (2) equal semi-annual payments.
- d) Part-time employees receive half the opt-out that full-time employees receive. Presently, a full-time employee eligible for a family plan receives \$2,000 and a part-time employee eligible for a family plan receives \$1,000. A full-time employee eligible for a single plan receives \$1,000 and a part-time employee eligible for a single plan receives \$500.00.
- e) The above options shall not apply to district employees who are husband and wife.
- f) The opt-out incentive may be prorated based upon an employee's date of eligibility.
- g) Employees electing to participate in the above insurance options must notify the district Treasurer/CFO in writing no later than August 1st of any year they wish to decline coverage. An annual reminder will be provided to each employee in advance of the August 1st deadline.
- h) Any employee who has elected to participate in this insurance option and during the year loses insurance coverage through divorce, death, job loss, layoff, or any event outside the employee's control which causes loss of insurance shall be provided Board insurance coverage upon notification to the district Treasurer/CFO.
- i) This option shall be annual from September 1st to August 31st.
- j) Any employee electing to take this insurance option shall receive the first payment within one month of the end of the first six months of participation (by March 31st) and shall receive the second payment within one month of the end of the second six months of participation (by September 30th). If an employee resigns or is terminated, he or she shall not receive any payments made after his or her date of resignation or termination.

- k) The above payments in lieu of medical insurance shall not be subject to SERS contribution, but shall be subject to all other applicable taxes.
- l) Any classified employee purchasing his/her own hospitalization shall not be eligible for reimbursement.

The Board of Education reserves the right to change companies and plans providing the major benefits are not changed substantially.

ARTICLE 32

LIFE INSURANCE

The Keystone Board of Education will provide fifty thousand dollars (\$50,000) Group Life with the carrier of their choice to all employees who are employed to work at least fifteen (15) hours per week. Employees age seventy (70) years or over, refer to the life insurance plan booklet schedule of benefits. Payment shall be made to the employee's beneficiary (or estate, if applicable) upon death of the employee.

ARTICLE 33

MERIT PAY

If no personal leave (paid or unpaid) is taken during the school year, then the classified employee shall receive merit pay equal to one and one-half (1-1/2) per diem. If no sick leave is taken during the school year, then the classified employee shall receive merit pay equal to one and one-half (1-1/2) per diem. To qualify for payment: if a 12-month employee, an employee shall have worked the nine (9) months prior, if an 11-month or less employee, they shall have worked the seven (7) months prior.

ARTICLE 34

OPEN ENROLLMENT

The Keystone Board of Education agrees to open enroll children of bargaining unit members living outside the district and give preference to those children over any other children open enrolled from outside the district. Children of bargaining unit members shall include natural, step, adopted, and foster.

ARTICLE 35

PAYROLL DEDUCTIONS

The Board of Education through the Treasurer's office shall provide payroll deduction options to all members of the bargaining unit for participation in the following:

1. Hospitalization/Health Insurance
2. Dental Insurance
3. Vision Insurance
4. Life Insurance
5. Union Dues – Fair Share
6. Credit Union
7. City Income Tax
8. Annuities sold by companies which have prior Board approval
9. Cancer Insurance
10. KEEP
11. AFSCME PEOPLE

All deductions, except Union dues, will be made over a period of twelve (12) months or prorated if less. Deductions will begin with the first payday of each school year or the first pay date after beginning employment. Additions or deletions in payroll deduction Items 4, 5, 6, 7, 8, 9, 10, and 11 shall occur on the payroll following written notification to the Treasurer/CFO. Notification must be made at least ten (10) work days prior to the payroll date. Annuity companies must have prior Board of Education approval. Changes to Items 1, 2, and 3 may be made during the open enrollment period.

As to Association Union dues, except fair share fee, the list for payroll deduction will be turned in to the Treasurer's office by September 15th with deductions beginning the first pay in October for eighteen (18) consecutive pays. If any member of the Union resigns, retires, or is terminated prior to the payment of his/her total dues, the Board of Education is not responsible for payment of any deficiency and the Union hereby agrees to hold harmless the Board of Education for any delinquent dues amount owed.

The Treasurer/CFO of the Board shall forward all dues deducted to the OAPSE State Treasurer along with a list of all payees and the amount paid as required by the OAPSE State Treasurer. A courtesy copy simultaneously shall be provided to the Local President and Local Treasurer.

The Local and State OAPSE shall hold the Board, its members, and administration safe and harmless and will indemnify it and its members against any loss it or its members may sustain under this article or any finding for wrongful disbursements by a state or federal agency.

AFSCME PEOPLE

The Board agrees to deduct from the wages of any employee who is a member of OAPSE, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Local OAPSE Treasurer. The employer agrees to remit any deductions made pursuant to this provision promptly

to the OAPSE State office in Columbus (Attention: PEOPLE Department) together with a list of said deductions. The check shall be made payable to AFSCME PEOPLE. The union agrees to indemnify the employer for claims, demands, suits and any other form of liability incurred as a result of the implementation and enforcement of this provision.

Payroll deduction authorization for membership shall be irrevocable, except that authorization may be withdrawn if submitted during a period ten (10) days prior to the expiration of the Negotiated Agreement. Employee members may withdraw membership in the Union June 19 through June 29, in the year the contract expires by supplying written notice served upon the Board's Treasurer and the OAPSE State Treasurer. Written notice to OAPSE shall be sent to the following address: OAPSE State Treasurer, Ohio Association of Public School Employees, 6805 Oak Creek Drive, Columbus, Ohio 43229. The Union agrees to indemnify the employer for claims, demands, suits and any other form of liability incurred as a result of the implementation and enforcement of this provision.

ARTICLE 36

SEVERANCE PAY/RETIREMENT INCENTIVE

Severance Pay - Severance pay will be paid upon retirement, at the employee's daily rate of pay, in the amount of one quarter (1/4) of the employee's accumulated sick leave days, with a maximum of seventy-five (75) days. The employee must have at least ten (10) years of service with the State of Ohio, political subdivision, or a combination thereof. Payment will be made only once and the employee must have been accepted by the School Employees Retirement System for retirement and be an employee of the Keystone Local Board of Education at the time of retirement.

If an employee dies while in the employment of the Keystone Board of Education, his/her severance pay to which he/she would have been entitled, as calculated in the above paragraph, shall be paid to the beneficiary designated on his/her Board-provided life insurance.

Retirement Incentive - For the duration of the contract, an employee who tenders a letter of resignation to the Board in writing at least ninety (90) calendar days prior to the effective date of retirement, has a minimum of fifteen (15) years of employment with the Keystone Local School District, and who becomes eligible to retire and retires in the first year of eligibility shall be entitled to a one-time cash payment.

The first year of eligibility shall be defined as: thirty (30) years of service at any age or twenty-five (25) years and age sixty (60) years or current SERS regulations.

Based upon the following formula: the retiring employee shall be paid the difference between the retiring employee's yearly base wage (not inclusive of overtime) and the yearly base wage of a new employee at zero (0) years of experience, i.e.: Bus Mechanic Experience Step 9, \$15.76 x 2,080 hrs. = \$32,780.80 – Experience Step 0, \$11.59 X 2,080 hrs. = \$24,107.20 = \$8,673.60.

In addition, the employee notifying the Treasurer/CFO in writing by September 1st that he/she may be retiring that year and retires within the first year of eligibility shall receive:

1. Payment for one-half (1/2) of the employee's daily rate for accumulated and unused sick leave days during the last year of employment, not to exceed fifteen (15) days. Last year is defined as the time period from July 1st through June 30th.
2. Payment shall be for one-half (1/2) of the employee's unused personal leave during the last year of employment (July 1st through June 30th), at the employee's daily rate of pay.

This payment shall be in addition to any severance pay to which the employee is otherwise entitled. Nothing herein shall be interpreted to preclude the payment of a retirement incentive to an employee who retires with less than thirty (30) years.

For the duration of the contract, OAPSE shall provide the Treasurer/CFO a current listing of SERS/PERS service time for each classified employee.

ARTICLE 37

TAX SHELTER

A tax shelter is provided on the employee's portion of the retirement payment through the method known as Board Pickup of SERS payment: The Reduction of Salary Method.

ARTICLE 38

VACATIONS

All eleven (11) and twelve (12) month employees shall be granted paid vacation, excluding legal holidays, as stipulated by state law. Vacation leave may be taken in two (2) hour increments and thereafter in fifteen (15) minute increments with the exception of bus drivers and bus aides which must take the time associated with a respective route.

1 year	2 weeks
2 years	2 weeks
3 years	2 weeks
4 years	2 weeks
5 years	2 weeks
6 years	2 weeks, 1 day
7 years	2 weeks, 2 days
8 years	2 weeks, 3 days
9 years	2 weeks, 4 days
10 years	3 weeks

14 years	3 weeks, 1 day
15 years	3 weeks, 3 days
16 years	3 weeks, 4 days
18 years	4 weeks

Employees will be allowed to carry over to July 1st no more than the number of days earned during the year ending June 30th. (Example: If you earned three [3] weeks during the year ending June 30th, you can have fifteen [15] days on the books July 1st, not a higher number. If you earned two [2] weeks, then it would be ten [10] days, etc.) Any exceptions would need prior approval of the Superintendent.

Vacation shall be accrued on a monthly basis. After the first full month of employment the employee shall have earned one-twelfth (1/12th) of his/her vacation leave.

The Board will provide the Union with a list of those employees affected.

Vacation requests must be made at least ten (10) working days prior to the leave. The applicant will receive verification of the approval or disapproval of the application within three (3) working days. Only accrued vacation leave may be used.

ARTICLE 39

ADULT EDUCATION

- A. Reimbursement will be considered for job training including professional development, CDL and for all non-probationary employees with prior approval of the Superintendent. An employee shall receive reimbursement for training outside their assigned hours when the training is applicable to upgrading techniques or knowledge in direct relation to the employee's position. Application for reimbursement may be obtained from the Superintendent's office.
- B. During the life of the contract, the Board of Education shall appropriate for each school year \$6,000.00. Should the annual request/s exceed the \$6,000.00 cap for reimbursement, such reimbursements shall be pro-rated. For the purposes of this article, a year shall be defined as August 1st through July 31st. All required proof of course completion (application, grade or certificate and proof of payment) shall be provided to the Treasurer's office prior to July 31st of that year in order to receive reimbursement. Such payments shall be made to the employee by the second pay in August of that year. Failure to provide the required documentation to the Treasurer's office by July 31st will result in the employee/s reimbursement being denied.
- C. Any training required by State or Federal law in addition to Paragraph A will be paid by Keystone Board of Education.

The employee must receive a grade of "B" or better and/or if a pass/fail course, receive a passing grade to be eligible for reimbursement.

To be eligible to receive payment for courses taken in the spring or during the summer, the employee must return to Keystone Local Schools the year following receiving course credit or must have been granted a leave of absence or have been RIF'ed or non-renewed.

ARTICLE 40

JURY DUTY

An employee summoned to jury duty shall be paid the difference between his/her regular daily rate of pay and the remuneration he/she receives for service as a juror.

ARTICLE 41

MEETINGS/PROFESSIONAL DEVELOPMENT DAYS

Section 1. Professional Meetings

- a. School employees may be permitted to attend professional meetings without loss of pay, when approved by the school administration. No more than two (2) professional leave days shall be granted each employee, unless approved by the Superintendent.

Section 2. OAPSE Meetings

- a. Authorized delegates, not to exceed two (2), shall be permitted to attend the Annual OAPSE Conference without loss of pay. Authorized delegates may not be permitted to attend more than three (3) professional days for OAPSE conference.
- b. Proof of delegate status must be attached to the request for Professional Leave.
- c. Any additional costs under Section 2 shall be the responsibility of the employee.

Section 3. Beginning of Year Meeting

Any employee required by their immediate supervisor or the Superintendent to attend a beginning of the year meeting prior to the start of their work year shall be paid for said meeting at their regular rate of pay. Minimum of one (1) hour to be paid.

Section 4. Paraprofessionals/Special Needs Paraprofessionals – Meetings on Second Teacher Work Day

Paraprofessionals working in the district shall be expected to attend the building meeting normally held on the second work day for teachers. Paraprofessionals will be paid a minimum of one (1) hour for attending this meeting. On this same day Special Education paraprofessionals shall be expected to work an additional two (2) hours to coordinate efforts for the first day of school for their assigned students and will be paid for those two (2) hours.

- Section 5. Beginning of the School Year Opening Meeting
Up to thirty (30) minutes shall be allocated in the program at the beginning of the school year meeting held on the first teacher in-service day for OAPSE Local #434 to meet with its membership.
- Section 6. Parent/Teacher Conferences Scheduled in School Calendar
As part of their scheduled work assignment building secretaries and library paraprofessionals will work days/evenings in which parent/teacher conferences are scheduled in the annual school calendar.
- Section 7. Attendance at OAPSE Business Meeting
Any night custodian or cleaning person desiring to attend a Local #434 OAPSE business meeting may do so in exchange for working “additional” hours and minutes as required to fully “repay” the system for the actual hours and minutes he/she is away from his/her work post while in attendance at such meeting. The principal/supervisor shall be notified at least 24 hours in advance of attendance at the meeting and will grant approval, unless there is a scheduled activity in the building. If there is a scheduled activity in the building, one custodian or cleaning person must remain on duty.
- Section 8. Professional Development Days
Nine and ten-month employees, other than secretaries, shall not work on and shall not be compensated for professional development days except that transportation and food service personnel may be required to attend in-service training on one or more of the days designated as professional development days. If an employee is required to attend an in-service training on a professional development day/s, he or she shall be compensated for the time spent at the in-service training. Secretaries shall be required to work on and shall be compensated for professional development days.

ARTICLE 42

MILEAGE REIMBURSEMENT

Employees will be reimbursed at the official rate for mileage reimbursement established by the Board for the use of personal vehicles in the performance of their duties. The mileage reimbursement will be at IRS rate.

ARTICLE 43

BREAK SCHEDULES

All bargaining unit members covered by this agreement shall be entitled to the following break schedule:

- A. Four (4) to five and one-half (5-1/2) hour bargaining unit members shall be permitted a fifteen (15) minute break.

- B. Six (6) to seven and one-half (7-1/2) hour bargaining unit members shall be entitled to two (2) ten (10) minute breaks.
- C. Eight (8) hour bargaining unit members shall receive a fifteen (15) minute break in the first four (4) hours and another fifteen (15) minute break in the last four (4) hours of the work shift.

Those employees working over a lunch or dinner time shall be entitled to an unpaid thirty (30) minute lunch break. This lunch break will be uninterrupted except in a case of an emergency. Modification to the lunch break must first be approved by the supervisor.

ARTICLE 44

CALAMITY DAYS

Whenever school is closed due to an epidemic or other public calamity, employees shall report to work unless notified that their services are not required.

When work by an employee is required by a supervisor/administrator during a calamity day, employees will be paid their regular rate of pay for time required plus full calamity day pay. Employees who have not been notified, but have reported to work, shall immediately contact their supervisor to determine whether their services are required.

When school is dismissed early due to a calamity, classified employees will be entitled to one full calamity day pay. Those employees required by their supervisor/administrator to stay after dismissal of the students shall be paid for extra time. Bus drivers shall be paid only for their normal hours when there is an early dismissal due to a calamity, unless their supervisor determines that extra time was needed to drive in poor weather conditions.

Buses traveling outside Keystone District, i.e. the handicapped route, the parochial route, the JVS route, will work on Keystone calamity days not related to weather.

ARTICLE 45

CLEANING/CUSTODIAL/MAINTENANCE

Section 1. Responsibility Pay Factor

Any cleaning person who substitutes for a custodial/maintenance person shall receive a responsibility pay factor at \$11.00 per day for the duration of this contract.

Section 2. Summer Work

Cleaning personnel shall work additional hours, as may be needed, during the summer months. Benefits will be provided if the cleaning personnel work the entire summer.

Section 3. Overtime for Cleaning Staff
Overtime hours shall not be mandatory. All attempts will be made to assign overtime hours to the cleaning staff based on a seniority rotation basis.

Section 4. Building Checks
The maintenance supervisor/administration shall determine the need for building checks on week-ends, holidays, during summer months, or other days the school is not in session. Their rate of pay will equal a minimum of one (1) hour of pay per building per day. Any employee needed to work over the first hour shall be paid at a rate of one and one-half (1-1/2) times their regular rate of pay only if they have worked over the forty (40) hour work week. Any employee shall not be required to do building checks the day preceding or the day following a leave due to vacation or illness.

ARTICLE 46

COOK'S CLEANING DAY

The cooks in the high school, middle school, and elementary schools will be required to come in and clean and set up their kitchens and cupboards at their regular rate of pay prior to the opening of the school year. The cooks in the high school, middle school, and elementary schools may be required to come in and clean and set up their kitchens and cupboards at their regular rate of pay on second teachers' conference day.

ARTICLE 47

HOLIDAYS

The following paid days will be observed if they fall within specified terms of employment.

Section 1. For All Classified Personnel:

Labor Day	1 day
Thanksgiving Day	1 day
Day after Thanksgiving Day	1 day
Day prior to Christmas	1 day
Christmas Day	1 day
New Year's Day	1 day
Martin Luther King Day	1 day
Presidents Day	1 day
Good Friday	1 day
Memorial Day	<u>1 day</u>
	10 days total 9-10-11 month employees

Independence Day

1 day

11 days total 12 month employees

Section 2. In order to qualify for holiday pay, an employee must be either working, on sick leave, paid vacation, or on paid personal leave status, the last scheduled working day prior to and after the holiday. Approved unpaid personal leave prior to and/or after a holiday will result in loss of holiday pay.

ARTICLE 48

HOLIDAY AND SUNDAY PAY

Any classified employee who works on a holiday or Sunday shall receive time and one-half their base hourly rate for all hours worked, as approved by their supervisor or the Superintendent.

ARTICLE 49

OVERTIME PAY

Time and one-half shall be paid for all time worked over forty (40) hours in any work week, except when a holiday falls during the week and the employee works thirty-two (32) hours that week.

ARTICLE 50

OVERTIME PAY ASSIGNMENTS

Overtime pay assignments shall be distributed by building seniority on a rotation basis within job classification.

Any time a building is in use on week-ends, vacation days, or holidays, there will be occasions when a custodian or cleaning person shall be present to open and secure the building. The maintenance supervisor/administration shall determine the appropriate occasions when a cleaning person/custodian will be required.

ARTICLE 51

TRANSPORTATION

Section 1. Bus Driver Pay for Fuel Time and Fluid Levels

Each bus driver shall be paid fifteen (15) minutes for the a.m. route, fifteen (15) minutes for the p.m. route and fifteen (15) minutes for any field trip route for pre-trip inspection responsibilities. These responsibilities include: fueling, interior cleaning of the bus, checking of all lights, checking all fluid levels, tire pressure, air pressure, and overall condition of the bus. When fueling the bus, you must be at the fuel nozzle or in the step well during inclement weather in constant observation of the nozzle. Failure to conduct a pre-trip inspection, which results in any mechanical damage, may lead to disciplinary action against the driver.

Section 2. Bus Clean-Up

Each driver will be paid field trip rate at Step 0 of the salary schedule, for up to four (4) hours for the duration of this contract for the end of the year clean-up. Such items as seat cleaning, dash board cleaning, sweeping, mopping, topping off fuel, and any other general maintenance of the bus interior shall be completed to the satisfaction of the transportation supervisor.

Section 3. Fee for Washing Bus

Each bus driver or bus monitor shall be required to wash their bus each week that school is in session. The transportation supervisor will check the bus and certify the time sheet for up to one (1) hour per week for the duration of this contract at the field trip rate of Step 0.

Section 4. Bus Driver Hours

- a) Bus driver work hours will be determined by the length of time necessary to complete assigned routes. Until the route time is recalculated at the end of the fourth (4th) full week of school, the route length will be determined by the Transportation Supervisor. The transportation supervisor shall determine the length of time necessary to complete said routes and report this to the Treasurer's office by the completion of the fourth (4th) full week of school. These hours will remain in effect for the remainder of the contract year unless as determined by the transportation supervisor the time required has substantially changed as a result of additions or removal of students. If this occurs, the transportation supervisor may assess the route and report the new length of time to the treasurer's office.
- b) Hours paid prior to the original establishment of time will be adjusted according to the set route length.
- c) If, for any reason, a driver is deemed non-certificated, the employment contract between the Keystone Local School District Board of Education and the employee is automatically terminated without the necessity of Board action.

- d) Bus drivers and other bargaining unit employees required to be tested will be paid for the time that the employee is being tested. Bargaining unit employees required to be randomly tested because of a violation of DOT/FHWA regulation or because he/she is in treatment shall not be compensated for time spent on drug testing.
- e) In situations where a route is extended due to bus breakdown, accident, or student emergency, the driver will be paid their hourly rate for any time beyond route time.

Section 5. Kindergarten Route
Another employee of the transportation department will help with the first Wednesday kindergarten route. He/she will be determined by the transportation supervisor on seniority basis and will receive their regular rate of pay. This assignment is not mandatory.

Section 6. Extra Trips
All attempts will be made to post and assign extra trips at least one (1) week in advance. Every attempt will be made to schedule extra trips after morning bus runs and before afternoon bus runs during school hours. All trips will be assigned by seniority rotation. If a driver cannot take a trip because of his/her regular route, he/she will be given a chance at the next available trip and put back in normal rotation (not lose a chance for a trip). Trips are not mandatory.

The field trip/extra trip rate shall equal Step 0 of the bus driver salary index for all field trip/extra trip hours.

Section 7. Pay for Extra Trips Cancelled
Each bus driver shall be paid two (2) hours pay if they report for an extra trip and the trip was canceled and the driver was not notified of the cancellation. Trips canceled due to weather conditions or other calamities are not subject to this section.

Section 8. Bus Monitors
Bus monitors and all bus drivers will be trained in the loading and unloading of the handicapped students and in the use of all equipment on the handicap bus.

Section 9. Re-certification Stipend
Once every six (6) years, a driver who successfully completes the re-certification process shall be paid a stipend of 150.00.

Section 10. A Bus Driver who drives a route(s) to a school outside of the District shall be permitted to take time off on days the District is not in session without utilizing any leave time provided that if the Bus Driver takes time off, he/she finds coverage for all of his/her routes and obtains approval from the Transportation Supervisor.

ARTICLE 52

TWELVE MONTH EMPLOYEE WORK DAYS

Full time twelve (12) month employees will work all days not designated as vacation or holidays, even though teachers and/or pupils are not in attendance.

ARTICLE 53

UNIFORMS

The Board of Education shall provide uniforms/smocks/aprons to employees, which are to be worn by the following classifications: cafeteria, custodian/maintenance, and bus mechanic.

Cafeteria employees shall receive five (5) smocks each. Smocks which need replacement shall be presented to the employee's immediate supervisor. The immediate supervisor shall determine if the smock needs replacement.

The Board shall provide to each custodian/maintenance and transportation employee a school purchased jacket. The cost per jacket shall not exceed \$65.00 for the duration of the contract. Jackets shall be provided every three (3) years. Any new custodian/maintenance and/or transportation employee who leaves the School District within the first two (2) years of receipt of a jacket shall reimburse one-half (1/2) of the cost of the jacket through payroll deduction in their final pay.

ARTICLE 54

WORK SCHEDULE NOTIFICATION

Any change in an employee's regular work hours shall be forwarded to the OAPSE President ten (10) work days before the change.

ARTICLE 55

DURATION CLAUSE

- Section 1. This contract is for a three (3) year period of time July 1, 2016 – June 30, 2019 with no negotiations to take place prior to March 1, 2019.
- Section 2. This contract contains the full and complete understanding between the parties and neither side shall be obligated to negotiate on any item for the life of the agreement.
- Section 3. All other proposals presented by either side are hereby dropped.

Section 4. This agreement becomes effective July 1, 2016 and shall expire June 30, 2019.

Section 5. Wherefore, the Keystone Local Board of Education and the Keystone Local OAPSE LOCAL #434 join in establishing this agreement the _____ day of _____, 2016.

**KEYSTONE LOCAL
BOARD OF EDUCATION**

**KEYSTONE LOCAL OAPSE
LOCAL #434**

Renee Mezera, BOE President

Tonya Pfeifer, President

Michael Resar, Treasurer/CFO

Diane Harper, Vice President

Franco Gallo, Superintendent

Matthew T. Lark, OAPSE Field Representative

APPENDIX

RC 5705.412 Certificates
Certificate to be attached to Contracts

Contract/Vendor Name: OAPSE Local #434

Contract Amount: as listed within agreement

Allocation by Year: as stated within

P. O. Number: _____

Other Information: _____

It is hereby certified that the KEYSTONE LOCAL SCHOOL DISTRICT, BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of the certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditures is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

Dated: _____

Keystone Local School District Board of Education

By: _____
Michael Resar, Treasurer/CFO

By: _____
Franco Gallo, Superintendent

By: _____
Renee Mezera, BOE President