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AGREEMENT
BETWEEN THE
GREENFIELD EXEMPTED VILLAGE
SCHOOL DISTRICT

AND THE

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

AFSCME LOCAL 4/AFL-CIO

AND ITS LOCAL 025

July 1, 2016 through June 30, 2019

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PARTIES TO THE AGREEMENT

The Greenfield Exempted Village Board of Education, hereinafter referred to either as the “Employer” or as the “Board”, and the Ohio Association of Public School Employees (OAPSE)/AFSCME LOCAL 4, AFL-CIO and its Local #025, hereinafter collectively referred to as the “Union”, have negotiated and agree to be bound by the following wages, hours, fringe benefits and other terms and conditions of employment for the employees in the Bargaining Unit certified by the State Employment Relations Board on January 5, 2006 (Case Number: 04-REP-04-0068).

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time employees in the following classifications:

Aide, Monitor, Bus Driver, Van Driver, Head Cook, Cafeteria Worker, Custodian, Head Mechanic, Mechanic, Maintenance Personnel, and Secretary.

Excluded: All other employees of the Employer including Management Employees, Supervisors, and Confidential Employees as defined by 4117.01.

All Bargaining Unit Employees shall be collectively referred to in this Agreement as “Employees”.

ARTICLE 2 – NON-DISCRIMINATION

The Board and the Union agree that there will be no discrimination in the training, assignment, promotion, transfer or discipline of the employees covered under this Agreement on the basis of race, sex, creed, color, religion, age, national origin, or military status or with respect to disability provided the employee is able to perform the essential functions of his/her job. The parties also agree that there shall be no discrimination because of membership or non-membership in or activity on behalf of or in opposition to the Union.

ARTICLE 3 – NEGOTIATION PROCESS

Negotiations/Dispute Resolution Procedures

Mutually Agreed Procedure

Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures in Section 4117.14(C) (2) – (6) and any other procedures to the contrary.

Subjects of Negotiations

During the negotiations period prescribed under this Article, all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or

deletion of an existing provision of this Agreement shall be subject to collective bargaining. The Board and Superintendent shall not be required to negotiate about the exercise of the management rights specified in Section 4117.08 of the Ohio Revised Code and reserved under Article 7 of this Agreement.

Requests for Negotiations

- A. If either of the parties desires to negotiate any matter which is the proper subject of negotiation, it shall notify the other party in writing no earlier than 120 days and no less than 60 days prior to the expiration date of the Agreement. Notification in writing from the Union shall be served on the Superintendent, and notification from the Board shall be addressed to the President of the Local Union (“Local President”).
- B. Within thirty (30) days after the receipt of such notice, an initial meeting shall be held for the purpose of permitting the parties to submit in writing all of its proposals for negotiation. Thereafter, the parties shall not be permitted to submit additional items for negotiation unless such submission is agreed to by both parties.
- C. Each proposal submitted by either party shall specify in detail that to which agreement is sought in terms acceptable to the proponent so that without clarification or supplementation the proposal, if agreed to by the other party, would express the whole agreement between the parties with respect thereto. Topical listings of items proposed for negotiation (“laundry lists”) shall constitute a clear failure of compliance with this requirement and may be disregarded.

Negotiation Meetings

- A. Negotiation meetings shall be scheduled at the request of the parties, and until negotiations are concluded, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.
- B. Meetings shall be scheduled at reasonable intervals, places and times and to avoid, as nearly as practicable, conflict and interference with school and employment schedules.
- C. Employees, with the approval of the Superintendent, may be released from work to attend negotiation meetings.
- D. Negotiation meetings shall be closed to the press and the public.
- E. During the course of a negotiation meeting either party may recess for caucuses of reasonable length at any time.
- F. Either party may keep minutes of the meeting in such form and detail as it may deem advisable.

Representation

Representation at negotiation meetings shall be limited to five (5) representatives of the Board and five (5) representatives of OAPSE. Only those so designated by the Board and OAPSE shall attend negotiation meetings and serve in the role of representative.

Assistance and Study Committees

- A. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.
- B. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

Information

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals.

Access to available information in such forms as it may exist constitutes compliance with this provision; and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

Agreement

- A. As tentative agreement is reached on items which are the subject of negotiations, the agreement on those items shall be reduced to writing and initialed by the designated representatives of each party but such initialing shall not be construed as final agreement between the representatives until all items have been so initialed.
- B. If tentative agreement has been reached on all issues, the agreement shall be reduced to writing and submitted to the bargaining unit for approval with all members of the OAPSE negotiating team urging and recommending approval. If ratified by the bargaining unit, the agreement shall be submitted within thirty days to the Board for approval. All of the Board's designated representatives shall recommend and urge approval. If approved by both parties, the agreement shall then be signed by a representative of each party and be adopted in resolution form as the policy of the Board.

Disagreement

- A. If agreement is not reached within forty-five (45) days after the initial meeting or such greater length of time as the parties may mutually agree, either party may request that a Federal Mediator be appointed.
- B. Within three (3) days of such request, the parties shall mutually request the Federal Mediation and Conciliation Service to appoint a Mediator.

- C. The Mediator shall be permitted to offer suggestions, ideas, and concepts in order to help bring about a settlement, but the Mediator shall have no authority to make recommendations or bind either party to any agreements.
- D. If no agreement on a successor Agreement is reached by the expiration of the current Agreement, either party may request the assistance of a Mediator appointed by the Federal Mediation and Conciliation Service. The Mediator shall meet with the parties on at least one occasion but no more than three occasions, as scheduled by the Mediator, to see if the impasse may be resolved. Such mediation session(s) must be held within the first thirty days after the expiration of the current Agreement. If at the end of those thirty days there is no successor agreement, then the Union may exercise its right to strike [any such strike shall be conducted in accordance with all established procedures of O.R.C. Chapter 4117, including but not limited to providing the required notice under O.R.C. §4117.14(D)(2)], and/or the Board of Education may implement its last offer.

ARTICLE 4 – GRIEVANCE PROCEDURE

Purpose

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances as defined herein without fear of reprisal. Both parties agree that all proceedings shall be kept as confidential as reasonably possible.

This procedure shall be the sole and exclusive method for resolving grievances arising under this Agreement.

Grievance Defined

A grievance is a dispute between the Employer and an employee represented by the Union, whether or not such employee is a member of the Union, concerning an alleged misinterpretation, misapplication or other violation of a specific provision of this Agreement.

Procedure

Step One

Any employee having a grievance shall first discuss the grievance with his/her immediate supervisor.

If a grievance is not presented for a Step One discussion with the immediate supervisor within fifteen (15) working days following the act, event, or condition which is the basis of the grievance, the grievance shall be deemed to have been waived.

Step Two

If the discussion with the immediate supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant shall have the right to file a written grievance with the

Superintendent. If such written grievance is not filed within five (5) working days following the discussion held under Step One, the grievance shall be deemed to have been waived.

The written grievance shall contain a concise statement of the facts upon which the grievance is based, reference to the specific provision(s) of the Agreement allegedly violated, and the remedy sought.

At the time the written grievance is filed, the grievant may request a hearing with the Superintendent. Any such hearing shall be conducted within ten (10) working days after receipt of the request for hearing. The grievant and the Local President shall be advised in writing of the date, time, and place of the hearing.

The Superintendent may designate any administrator of the District to consider the grievance and conduct the hearing.

The Superintendent or his/her designee shall provide a written response to the grievance within ten (10) working days after the receipt of the grievance, or, if a hearing is requested, within ten (10) working days after the conclusion of the hearing. Copies of the written response shall be sent to the grievant and the Local President.

Step Three

If the grievance is not satisfactorily resolved at Step Two, the grievant may request that the issue be presented at a mediation conference. Such request must be made in writing within five (5) working days after the grievant receives the Level Two disposition.

The Federal Mediation and Conciliation Service shall be promptly requested by the Union to appoint one of its mediators to conduct the mediation conference.

Mediation conferences will be scheduled at the earliest date that the Mediator, the parties, their representatives and the grievant are reasonably available for such purpose. Mediation conferences will be held at the Board offices or at such other suitable place as the Mediator directs.

Mediation conferences will be conducted informally. No record of the conference will be made and everything said at the mediation conference by the parties and their representatives will be regarded as settlement discussions. The Mediator shall have the authority to meet separately with any person or persons having knowledge of the grievance. The Mediator will keep confidential anything stated to him in a private session, unless the person or persons involved agree otherwise.

If the grievance is resolved through mediation, the parties shall reduce the terms of their settlement agreement to writing. Unless the Administration and the Union agree otherwise, the resolution of the grievance through mediation shall be on a “no-precedent” basis.

Step Four

If the grievance is not satisfactorily resolved at Step Three, the Union may file a written notice of intent to arbitrate. Such request must be filed within ten (10) working days of the date mediation is concluded.

If notice of intent to arbitrate is filed, the grievance shall be submitted to an impartial arbitrator, unless prior to the hearing, the Union withdraws its notice of intent to arbitrate or the grievance is settled by mutual agreement of the parties. Unless otherwise agreed by the parties, grievances shall be settled on a “no-precedent” basis.

The Union shall request, in writing, the Federal Mediation and Conciliation Service to submit a list of eleven (11) proposed arbitrators to both the Union and the Employer.

Within ten (10) working days after the list of arbitrators is received from the Federal Mediation and Conciliation Service, representatives of the Union and the Employer shall select the arbitrator to hear the dispute. If the Employer and the Union are unable to agree upon a selection from the list provided, an arbitrator shall be selected by alternately striking names from that list until one name remains. The individual whose name remains, after the striking process is completed, shall be requested to serve as the arbitrator in the case.

The arbitrator at all times shall be governed wholly by the express terms of this Agreement and shall have no power or authority to modify or change this Agreement in any respect or to add to or take away from its terms, nor shall the arbitrator make any decision contrary to law or substitute his/her judgment for that of the Employer.

The arbitrator shall issue a written decision which shall be binding upon the parties.

The fees and expenses of the arbitrator shall be borne 75% by the loser and 25% by the winner. Any additional expenses of arbitration, if any, shall be paid by the party incurring such expenses. In the event that a stenographic record is made, the party requesting the stenographer shall pay for the stenographer, provided, however that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

Miscellaneous

The time limits imposed in this Grievance Procedure may be extended at any step by the mutual written consent of the Employer, on the one hand, and the grievant or representative of the local union, on the other hand.

Individual members of the bargaining unit may present grievances on their own behalf, but no individual member shall be permitted to file a notice of intent to arbitrate.

Nothing contained in this grievance procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally through normal channels of communication.

ARTICLE 5 – LABOR MANAGEMENT COMMITTEE

The Board and the Union agree to establish a Labor Management Committee to improve communications and to solve problems that arise during the term of the Agreement.

The Committee will consist of the Superintendent, the Local President, two (2) Administrators selected by the Superintendent and two (2) employees selected by the Local President. Reasonable efforts will be made to select Administrators and employees from different buildings and classifications.

The Labor Management Committee will not hear grievances or engage in negotiations.

The Committee will meet at least every three (3) months during the school year (September through May) and such other times as a majority of the members of the Committee agree, except that no meetings will be held during the time that the parties are actively engaged in negotiations.

Committee meetings will be held after school at mutually agreeable times and will not extend for more than two (2) hours except by agreement of those members present.

At least one (1) week prior to each scheduled meeting of the Committee, the Superintendent and the Local President will exchange agenda items of no more than five (5) items which each wishes to discuss at the meeting. Discussion will be limited to those items unless the Superintendent and the Local President agree otherwise.

The Labor Management Committee may request the Federal Mediation and Conciliation Service to train its members and/or to otherwise facilitate meetings of the Committee.

ARTICLE 6 – UNION RIGHTS

A. Union Rights and Activities (General)

1. There shall be no unauthorized Union activity of any kind on the Employer's premises, including the distribution of literature or other materials and employee meetings.

Meetings called and conducted by the Employer, including, but not limited to, meetings for the purposes of negotiations and processing grievances, or meetings of Field Representatives and/or Building Representatives and employees held on the premises for the purpose of investigating grievances shall be regarded as authorized union activity, it being understood and agreed, however that such meetings shall not in any way interfere with the operations of the Employer or with the work of any employee.

Employees shall not be compensated for time spent in engaging in Union activities of any type, kind or description except to attend meetings called and conducted by the Employer during normal work time for the purposes of processing grievances or engaging in negotiations.

2. The Field Representatives of the Union shall be permitted access to the Employer's work areas between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, after

notification to the Superintendent or his/her designee, for the purpose of ascertaining whether or not this Agreement is being observed by the parties and to attend conferences called and conducted by the Employer including, but not limited to, meetings for the purposes of negotiations and processing grievances. Such visits shall be subject to the general rules of the Employer applicable to non-employees and shall not interfere with the work of any employee or the operations of the Employer. The Superintendent or his/her designee shall have the right to accompany the Union's Field Representative at all times while in such work areas.

3. For the purpose of processing grievances in accordance with the Grievance Procedure provided for in this Agreement, the Employer shall recognize one person per school site and one person in the Transportation Department, designated by the Union, to serve as Building Representative. The Union shall furnish the Employer with a written list of the names of the persons selected by it to serve as the Building Representatives and shall indicate the building or other work areas for which each Building Representative is responsible. The Union shall notify the Employer in writing of any changes of Building Representatives except that temporary appointment of Building Representatives may be made orally by the Field Representative or Local President to the Superintendent, subject to later confirmation in writing.

Building Representatives shall process grievances with proper regard for the Employer's operational needs, and shall cooperate, in good faith, with the Employer to prevent time lost from work due to grievance handling.

4. Bulletin board space in each school building and other appropriate work areas shall be made available to the Union for the posting of notices concerning official Union business. All notices other than standard meeting notices of Local Union meetings shall be approved and initialed by the Superintendent or the Superintendent's designee before posting. All notices which are posted on designated school bulletin boards shall be in good taste and shall not contain anything offensive, political, controversial or anything critical of the Employer, any employee or other person.
5. The Union may use employee internal mail boxes to distribute meeting notices and other union materials to its members. The Board shall have no responsibility for delivery of such mail and will be held harmless by the Union for any mail lost, misdelivered or improperly removed from employee mailboxes. All meeting notices and materials placed in employee mail boxes shall be in good taste and not contain anything offensive, political, controversial or anything critical of the Employer, any employee or other person.

The union will not use the District's computer system, including but not limited to email, to conduct Union business or to provide notice concerning Union business, except that the Local President or his/her designee may use the District's email system to send one email meeting notice of any Local Union meeting to each Employee who is a member of the Union. All meeting notices transmitted on the District's email system shall be in good taste and not contain anything offensive, political, controversial or anything critical of the Employer, any employee or other person.

6. During the life of this Agreement, except during any unlawful strike, sympathy strike, slowdown or other interruption of work, the Union may hold business meetings in District school buildings with prior approval of the Superintendent subject to the availability of space. Such use shall be without charge to the Union when a building custodian who is a member of the bargaining unit is on duty. At other times the Union may use school buildings for business meetings provided it complies with the provisions of established Board policy and regulations for the rental of such facilities.
7. School copying equipment may be used for Union business provided it can be scheduled to be done without interruption to the educational or business needs of the District and provided the Union pays the copying charges required under Board policy (currently 5 cents per page).
8. The Union shall notify the Treasurer of the Board of all elected/approved officials of the Union within seven (7) days of such election and/or appointment.
9. The Board will grant up to a total of six (6) days per fiscal year Union leave, with pay, for Employees who are elected or appointed to represent the Union in any official capacity, it being understood and agreed that such leave will not be used for lobbying any public official or for participating or assisting in any strike (or strike training) or other concerted activity. Union leave will be granted upon written application from the Local President made to the Superintendent not less than ten (10) days in advance.
10. The Local President shall be permitted to obtain a Board meeting agenda and Board packet from the Superintendent's office at any reasonable time after those materials are given to the members of the Board.
11. The Local President shall be permitted to obtain from the Superintendent's office a copy of the approved minutes of Board meetings two (2) days after they have been approved by the Board.

B. Union Deductions

1. Upon receipt of written authorization by an Employee, the Employer will deduct Union dues from the Employee's pay and will remit such deductions to the proper officer of the Union, as specified by the Union, beginning with the last pay in September and shall be deducted in twenty (20) equal installments. Dues deduction authorization may be revoked by the Employee between May 17 – 31 by giving written notice to the District Treasurer and the OAPSE State Office.
2. The Employer agrees to deduct from the pay of any Employee who is a member of the Union a "PEOPLE" Political Action Committee contribution as authorized in writing. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to the District Treasurer and the Union. The Employer agrees to remit PEOPLE promptly to the Union, together with an itemized statement showing the names of each Employee from whose pay such deduction has been made and the amount deducted during the period covered by the remittance.

- 3, The Union and each Employee who authorizes Union deductions from his/her pay agree to indemnify and save harmless the Employer, its Employees and agents, against any and all claims, including any legal fees or expenses incurred by the Employer that arise out of or by reason of action taken pursuant to any written authorization or the revocation of the Union deduction.

ARTICLE 7 – BOARD RIGHTS

A. Management Rights (General)

Except as otherwise expressly provided in this Agreement, the Employer reserves and retains solely and exclusively all of its rights, pursuant to and consistent with applicable law, to manage, direct, and control the operations of the District. These rights include, but are not limited to, such areas of discretion or policy as described below:

1. The determination of the overall mission of the District, including the establishment of the curriculum, special programs, athletic, recreational and social events for students, standards of school services, the overall budget, utilization of technology and the school district organizational structure.
2. Maintaining and improving the efficiency and effectiveness of the District operations.
3. The determination of qualifications and standards for employees and the adequacy of the work force.
4. The hiring, promotion, assignment, reassignment, transfer, direction, scheduling, supervision, evaluation and lay off of employees.
5. The suspension, discharge, demotion or other disciplinary action against employees for just cause or the release of employees in their initial probationary period for any reason.
6. The determination of methods, processes, means and personnel by which the Employer's operations are to be conducted.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. The exercise of any of the foregoing management rights requires neither prior negotiation with nor agreement of the Union.

B. Contracting of Work or Services

Notwithstanding any other provision of this Agreement to the contrary, the Board reserves the right to continue contracting with private or public entities or individuals to provide services or to perform work for the District when the Board or the Superintendent determine that it is economical or efficient to do so.

The parties agree, however, that except in the case of an emergency when it is not possible to do so, the Board will give the Union at least twenty (20) calendar days written notice of its intent to contract for services or work which will result in any employee being laid off or which could be performed efficiently and economically by any employee currently on layoff.

ARTICLE 8 – NO STRIKE

The Union agrees for itself, its agents, representatives and members that during the life of this Agreement neither it nor they will directly or indirectly call, instigate, sanction, encourage, finance, participate in or assist any strike, sympathy strike, walkout, slowdown, other interruption of work or other concerted activity for any cause whatsoever or interference of any kind with the Employer's operations, deliveries and suppliers.

It is agreed that during the life of this Agreement there shall be no lockout of employees covered under this Agreement by the Board.

ARTICLE 9 – EMPLOYMENT MATTERS

A. Seniority

“System Seniority” as used in this Agreement shall mean the length of continuous service in the District as computed from the employee's most recent date of hire in the bargaining unit. In the event two (2) or more employees have the same date of hire, their order of seniority will be determined as follows:

1. First – The date of the Board of Education meeting at which the employee was hired;
2. Second – Date of Application;
3. Third – The first work day on the job as a regular employee in the bargaining unit;
4. Fourth – Flip of a coin, or in the case of three (3) or more, a drawing of lots will take place. At the time of these determinations, the Local President will be present with the individuals involved.

“Classification Seniority” shall mean the length of continuous employment in a particular job classification as computed from the employee's most recent date of entry into such classification.

Seniority shall be broken if the employee resigns, retires, is terminated for cause or fails to return to work on the first scheduled work day following the conclusion of approved leave (other than military leave as may be required by law) or is not recalled from layoff within twenty-four (24) months.

Within one hundred twenty (120) calendar days after this Agreement is executed, the Employer shall provide the Union with a seniority list showing the names of all employees together with their respective dates of system and classification seniority. This list shall be deemed conclusive for all purposes unless the Union and/or any employee files a grievance claiming that the list

contains errors or omissions within thirty (30) days after it is provided to the Union. The seniority list will be updated annually and provided to the Local President by October 1.

B. Job Descriptions

The Employer shall retain the sole discretion in determining job descriptions for all bargaining unit positions and the duties of the work force. Job descriptions shall not be the subject of negotiations. In the event a new position is established or the content of an existing position is substantially changed, the Employer shall provide the new or revised job description to the Union and shall indicate to the Union a proposed wage rate. Unless the Union requests to negotiate a different rate within ten (10) days after receipt of such notice, the proposed rate shall be maintained for the duration of this Agreement. If the Union requests to negotiate a different rate, the parties will meet at the earliest mutually convenient time for such purposes. The Employer may fill a new position at the proposed rate until such time as the Employer and the Union mutually agree on some other rate. If a new rate is negotiated which is higher than the rate initially proposed by the Employer, the new rate will be paid retroactively from the date the new or modified position was filled. Upon request, but no more frequently than once a year, the Union will be provided with copies of job descriptions for those positions for which written job descriptions exist.

C. Probationary Employees

New Employees shall be considered as probationary employees for the first year of their employment provided they remain on the active payroll during that time. Any Employee who is placed on a disciplinary suspension or an unpaid leave of absence for illness or other reasons for fifteen (15) days or more shall have his/her initial probationary period extended by the number of work days spent on such disciplinary suspension or unpaid leave of absence. During their initial probationary period, employees shall be covered by the terms of this Agreement except they shall have no seniority rights and may be transferred, demoted, disciplined or released at the Employer's discretion. Such action(s) taken by the Employer shall not be made the subject of any grievance. Upon the successful completion of the probationary period, the employee shall be given seniority back to the date of his/her employment and shall thereafter be deemed to be a "regular" employee. As used herein, the employee's date of employment shall be the effective date when the employee actually commences work as specified in the District's payroll records.

The Employer shall also retain the right to place regular employees on probation for up to ninety (90) days on a "last chance" agreement to avoid termination for disciplinary reasons.

D. Hours of Work and Overtime

The workweek shall consist of seven (7) consecutive days beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday. The normal hours of work in a workweek for regular full-time employees except bus and van drivers shall be no less than thirty (30) nor more than forty (40) hours. The normal hours of work in a workweek for regular full-time bus and van drivers shall be no less than twenty (20) nor more than forty (40) hours. The normal hours of work in a workweek for regular part-time employees except bus and van drivers shall be less than thirty (30) hours. The normal hours of work in a workweek for regular part-time bus and van drivers shall be less than twenty (20) hours. The normal workday for both regular full-time and regular part-time employees shall be no more than eight (8) consecutive hours per day, exclusive of any

duty-free meal periods. Nothing contained herein shall be considered to be a guarantee of employment or pay for any particular number of hours per day or per week and shall not be considered to limit the number of hours which any employee may be scheduled to work.

The Employer shall determine the work schedules, including the starting, break and quitting times, in accordance with the needs of the District.

The Employer shall pay at the rate of one and one-half (1-1/2) the employee's regular rate of pay for all hours worked in excess of forty (40) in a workweek. Only hours actually worked shall be counted as hours worked for the purpose of computing overtime. Authorized time off for sick leave, personal leave, holidays, vacation, compensatory time off or time off resulting from calamity days shall not count as hours worked.

The employee may request compensatory time in lieu of overtime payment at the rate of one and one-half (1-1/2) hours off for each hour worked. An employee may accrue up to 120 hours of compensatory time (80 hours of overtime work). An employee who has requested compensatory time shall be permitted to use such time within a reasonable time after the request is made. Compensatory time will be approved only if the Superintendent, or the Superintendent's designee, determines that it can be scheduled without unduly disrupting operations.

Employees shall accurately report all hours worked. Employees working in areas where time clocks are provided shall clock in and out each workday.

Employees who are unable to work as scheduled will notify their supervisors of the fact as early as possible and in no event any later than two (2) hours before the time they are to commence work except in extenuating circumstances where providing such notice is not possible.

E. Assignment, Transfer and Job Vacancies

The Superintendent shall have the right to promote, assign, reassign and transfer Employees as the Superintendent deems is necessary to efficiently and effectively operate the District.

The Superintendent shall have the sole discretion to determine when vacancies exist, whether they shall be filled, and when they shall be filled.

A notice indicating that a vacancy exists or is expected to exist (if known before the vacancy occurs) shall be posted in the Central Office for at least five (5) work days before the position is filled. The posting shall include the job description, required and preferred qualifications, wage rate (or proposed wage rate in the case of a newly established job), normal hours of work, and normal work site (if known) and any other pertinent information. During this posting period Employees may indicate to the Superintendent in writing their desire to be considered for the vacant position. The Superintendent shall consider experience, qualifications and training in filling the vacancy. When two (2) or more Employees have equal experience, qualifications and training, the one with the most system seniority shall be selected. Nothing contained herein shall preclude the Superintendent from temporarily filling any vacancy during the posting period by temporary transfer of an employee or by calling in a substitute. "Summer work" performed by Employees or by others hired by the District shall not be posted or assigned by the terms of this Agreement.

The Superintendent shall have the right to promote, transfer or demote Employees as needed to efficiently and effectively operate the District. A promotion is a reassignment to a position in a job classification that has a higher hourly rate than the position currently held by the Employee. A transfer is a reassignment within the Employee's current job classification or to another job classification that has the same hourly rate as the position currently held by the Employee. A demotion shall mean a reassignment to a position in a job classification which has a lower hourly rate than the position currently held by the Employee.

The Superintendent shall have the right to reassign Employees temporarily or otherwise as needed to efficiently and effectively operate the District. A temporary reassignment will not affect the Employee's rate of pay except that if an Employee is being temporarily reassigned to a position in a job classification that has a higher hourly rate for more than five (5) work days the Employee shall be paid at the higher classification rate for any additional time worked in that assignment.

Employees who are reassigned on a permanent basis to a position which has a higher hourly rate or is reassigned to a position in a different job classification which has the same hourly rate shall serve a training period of thirty (30) work days. During that time they may be disqualified from the position in which case the Employee will be permitted to return to another position within his previous job classification. Upon return to the Employee's prior job classification the Employee shall continue his classification seniority unbroken by the initial reassignment and subsequent return.

F. Evaluations

Evaluations of employee job performance will be conducted by the Administration as appropriate and necessary. Employees shall be given a copy of their performance evaluations and an opportunity to review them with their immediate supervisor or other administrator who conducted the evaluations before the evaluations are placed in the personnel files.

G. Discipline and Termination

The Board's right to manage, direct and control the operations of the District includes the right to discipline employees for just cause. Discipline may consist of:

1. verbal warnings
2. written reprimands
3. suspensions with pay from one (1) to ten (10) work days
4. suspensions without pay, from one (1) to ten (10) work days or longer, if the suspension is the result of pending criminal action against an employee whose duties require the care, custody, or control of a child as provided for in ORC 3319.40(B)
5. termination, or
6. such other appropriate action as may be needed given the nature and magnitude of the misconduct involved.

Notwithstanding any language in the Agreement to the contrary, any dispute arising from the discipline, suspension or removal (i.e., termination for just cause) of an employee, shall be processed under the Agreement's grievance procedure. The parties expressly intend that the

provisions of this Article shall supersede and replace any and all statutory rights and procedures with respect to matters of discipline, suspension or removal.

Any employee may request the presence of a Building Representative designated by the Union or other employee of his or her choice, at any investigatory interview or hearing conducted by the Employer if the employee reasonably believes that such interview or hearing might result in disciplinary action. Nothing contained herein shall prevent the Employer from requiring an employee to attend a meeting without a Building Representative or other employee where the meeting is convened solely to inform the employee of the previously made disciplinary decision.

Recognizing that ordinarily, employee discipline should instruct the employee as to appropriate standards of behavior or conduct expected of employee, as well as to correct the employee's inappropriate behavior or misconduct, the Board agrees that, except in situations of serious misconduct warranting immediate suspension or termination, the discipline of employees shall be administered in accordance with the principle of progressive discipline. However, when progressive discipline is warranted, the Superintendent or other administrator shall not be required to utilize any particular form or sequence of discipline in any given situation. In all cases of discipline or removal the employee will be given written notice of such and will be informed that the notice will be made a part of his/her personnel file.

Reprimands/disciplinary reports which have been included in an employee's file, shall not be considered in further disciplinary matters after three (3) years if no material of a similar nature has been placed in the file during that time. Matters of serious misconduct which would not be disregarded regardless of when they occurred include but are not limited to the following:

- A. Suspensions with or without pay.
- B. Disclosure of student or other confidential information.
- C. Physical or other abuse of a student, co-worker or other member of the School Community.
- D. Harassment or intimidation of a student, co-worker or other member of the School Community.
- E. Insubordination or other refusal to carry out a lawful directive of the employee's supervisor or other District administrator.
- F. Causing physical or other harm to a student that results in a report of the incident to Children's Services or to the Ohio Department of Education.
- G. Violation of the terms and conditions of any last chance agreement or similar behavior modification plan agreed to by the employee.
- H. Other serious misconduct as determined by the Superintendent (e.g. leaving a student unattended on a bus).

H. Layoff/Recall

In the event that the Board determines that layoffs are necessary for reasons of economy or efficiency, the employee with the least system seniority in the specific classification determined to be affected by layoff, shall be laid off first. Notification of layoff will be in writing and shall be delivered by certified mail or hand delivered and signed for by the employee at least ten (10) days prior to the layoff.

Employees who receive notice of layoff shall have the right for seven (7) days to exercise their system seniority to displace the least senior employee in any other job classification which they previously held in the school district provided the employee desiring to exercise such system seniority has:

1. More system seniority than the employee in such other job classification;
2. The present ability to perform the duties of the classification without additional training or retraining;
3. Any certificates or licenses required to perform such work; and
4. Performed work in and held job classification seniority in the job classification.

When employees are recalled from layoff, they shall be recalled by order of system seniority to the specific classification they held at the time of layoff.

Laid-off employees shall have recall rights for a period of two (2) years from the date of layoff, or for a period equal to their length of service with the Employer, whichever period is shorter.

Employees recalled as provided herein shall be placed on the step assumed by the number of years of actual work experience at the time of their layoff.

I. Board Training

The Board of Education shall pay for training as requested or mandated by the Administration. Any employee(s) required to attend such mandated training, shall be paid their regular hourly rate of pay while at such training. Employees who are authorized to travel in their personal vehicles to attend training outside the District or for other authorized school business purposes will be reimbursed at the established IRS standard mileage rate.

J. Transportation

1. Bus routes will be determined by the Administration based upon the needs of the District. The District reserves the right to make adjustments to any route throughout the year according to the needs of the District. If any regular route is substantially modified, (which for this purpose shall mean that the route is modified so that its normal run time is changed by more than thirty (30) minutes) the driver assigned to that route will continue to drive it for the remainder of the school year at no loss in pay in excess of thirty (30) minutes. If any regular route is substantially modified, all regular routes will be re-posted for at least five (5) days prior to the beginning of the next school year and re-bid.

2. Drivers shall select their regular and mid-day routes prior to the beginning of the 2006-2007 school year based on job classification seniority. Once selected, drivers shall retain their assigned regular route(s) from year to year unless any regular route is substantially modified in which case all regular routes will be re-posted and re-bid as provided in the preceding paragraph. Mid-day routes will be selected prior to the beginning of each school year based upon job classification seniority.
3. Bus drivers who have satisfactorily completed their initial probationary periods shall be able to bid on vacant routes which may occur during the year, provided that no driver will be permitted to select a new route more than once each school year.
4. Drivers shall at all times maintain a valid CDL license and shall comply with all District drug policies, including those relating to drug free schools and drug testing. Bus drivers who are required by state or federal guidelines to attend recertification training in order to maintain their CDL shall receive a one-time lump sum payment of seventy-five dollars (\$75.00), less applicable taxes and withholdings. Payment shall be made on the first paycheck in December of the year in which such training takes place to bus drivers who remain employed by the District on that date.
5. Drivers will be given the opportunity to sign up for extracurricular/field trip driver list by classification seniority prior to the first day of each semester of the school year.
6. Except for any extracurricular/field trips driven by teachers, coaches or administrators, extracurricular/field trips will be offered on a rotation basis to drivers on the extracurricular/field trip driver list, beginning each semester with the employee with the most classification seniority, provided that the extracurricular/field trip will not interfere with that driver's regular and mid-day route assignment(s). Each driver on the extracurricular/field trip driver list successively will be given the opportunity to pick one extracurricular/field trip until the entire extracurricular/field trip driver list is exhausted, at which time the rotation begins again at the top of the extracurricular/field trip driver list.
7. Extracurricular/ field trips will normally be posted on Tuesday morning for the week beginning the following Monday. Trips for the weeks during and immediately following Christmas and spring break will be posted on the Tuesday morning preceding the break. If the trips are scheduled late, they may be added to the posting and made available for drivers to pick. However, any trip not on the extracurricular/field trip list at least one (1) school day prior to the trip's scheduled departure time will be considered an emergency trip and will not affect the normal extracurricular/field trip rotation. The Superintendent or his/her designee shall have the right to assign drivers for emergency trips. A driver who accepts an emergency trip will not be charged for the trip for the purpose of the trip list rotation procedure.
8. Cancellation of an extracurricular/field trip with no advance notice given to the driver prior to the driver reporting to drive the trip shall result in the scheduled driver being paid \$20.00. Cancellation of an extracurricular/field trip with advance notice before the driver reports to drive the trip shall result in the scheduled driver being placed at the top of the extracurricular/field trip driver list for the next available list of trips.

9. Extracurricular/field trips shall be paid at the hourly rate which corresponds to the rate of pay at step zero (0) of the bus driver wage schedule for the applicable year.
10. Any “shuttle run” needed to regularly transport students between schools during the school day, which are not included in a driver’s regular or mid-day route, will be assigned by the transportation supervisor to the senior available driver and paid \$12.50 per hour with a minimum of one (1) hour guaranteed.
11. Each driver shall be scheduled thirty (30) minutes per day that he or she runs his or her assigned route(s) to perform all non-driving duties, such as, but not limited to, warming up buses, pre-trip safety checks, bus cleaning and fueling. Drivers who select field/extracurricular trips will be scheduled twenty (20) minutes per trip to perform all non-driving duties.
12. Drivers shall be paid eight (8) hours at their regular hourly rate each year to perform all required paperwork. Initial paperwork will be completed and turned in to the transportation department office within ten (10) days from the start of school. Required paperwork will be updated as necessary during the school year including paperwork related to route changes. All pay for paperwork shall be paid to drivers in their last pay in the month of June.
13. Drivers designated as OBI Trainers will be paid \$18.50 per hour for all OBI training duties, provided that they will not be paid for more than 24 hours of training for any new driver without the prior approval of the Superintendent or the Superintendent’s designee.
14. Drivers will be compensated for all time spent washing their bus at his/her regular hourly rate of pay, not to exceed two (2) hours per month. Any compensable time must be reported on the employee’s time card, including dates and times such duties were performed.

K. Personnel Files

Personnel files of employees are kept in the Superintendent’s office. In accordance with Ohio Revised Code Section 1347.09, if an employee disputes the accuracy, relevance, timeliness, or completeness of information on him/her maintained in said file, he/she may request that the Board investigate the current status of the information within a reasonable time of receiving the request. Any material which is determined to be inaccurate, irrelevant, out of date, or incomplete shall be corrected or removed from the file(s). Said employee shall have the right to add rebuttal or request a hearing with the Board on any material in his/her file that he/she deems incorrect or incomplete.

The Board further agrees that any employee will have full and complete access to any file being maintained on said employee.

When an employee’s personnel file has been viewed by a member of the public, the Superintendent or the Superintendent’s designee shall within three (3) business days notify the employee of the name of the person viewing the file and the date and time of such viewing. If

any materials are photocopied and provided to the individual viewing the personnel file, a copy will also be made for and given to the employee.

ARTICLE 10 – LEAVES

A. Sick Leave

1. Each employee shall be entitled to accumulate sick leave credit at a rate of one and one-fourth days for each completed month of service for a total of fifteen (15) days per year. Each employee will be allowed to accumulate up to, but no more than, two hundred forty-five (245) days.
2. Each new employee shall be entitled to five (5) days of sick leave credit at the beginning of a school year regardless of whether or not the amount has been earned.
3. Pursuant to the Ohio law, any employee transferring within ten (10) years to the employ of the Board from another public agency within the State of Ohio shall be credited with the unused balance (not to exceed the maximum stated in Section (A) above), of that employee's accumulated sick leave. This transfer shall be accomplished upon verification of the days accumulated from the proper public agency.
4. An employee may be absent from duty with pay because of personal illness, injury or as a result of pregnancy, miscarriage, abortion, childbirth and recovery therefrom for a period not to exceed the total number of days accumulated sick leave credit.
5. An employee may be absent from duty with pay because of illness or injury in his or her immediate family. Immediate family shall include husband, wife, father, mother, sister, brother, father-in-law, mother-in-law, child, and grandchild.

Such sick leave shall be limited to the maximum days of sick leave credit accumulated by the employee.

6. An employee may be absent from duty with pay because of death in his or her immediate family or member of the household. For the purpose of this provision, immediate family shall include spouse, child, step-child, father, mother, brother, sister, grandparent, grandchild, step-grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, or other persons who assumed a similar position regardless of residence. Such sick leave shall be limited to five (5) school days for death of members of the immediate family or member of the household except for death of the employee's spouse and/or child.
7. Employees applying for sick leave in the above circumstances are required to sign a statement on a form provided, indicating the reason for the sick leave and, in any case where medical attention was obtained, the name and address of the attending physician and the dates the physician was consulted. This form is to be submitted immediately upon return to duty from sick leave.

When an employee has been absent for reasons of illness or injury for more than five (5) consecutive work days, or when a pattern of employee sick leave results in suspected abuse of such leave, the Superintendent may require, at his/her sole and absolute discretion, the employee to provide certification signed by the employee's or employee's immediate family member's healthcare provider. The certification shall list the name and address of the provider and the dates the provider was consulted. Nothing in this form shall be construed to waive the physician-patient privilege. The employer may inquire of the provider if such consultation did, in fact, occur. Falsification of a statement is grounds for suspension or termination of employment.

8. In unusual emergency cases not covered by Sections (D) through (F) below, the Superintendent has the latitude to approve sick leave prior to the employee being absent from duty. This decision shall be communicated directly to the employee or through the usual administrative channels.
9. Any employee who willfully abuses or misuses sick leave shall be subject to appropriate discipline up to and including termination. Additionally, such employee will not be paid for the days that sick leave is abused or misused.
10. Subject to the limitations set forth below, each employee may contribute one day of accumulated sick leave annually to a Catastrophic Illness/Injury Leave Bank. Contributions shall be made strictly on a voluntary basis.

Contributions to the Bank will be made by the employee in writing prior to October 1.

Once made, contributions will be deducted from the employee's accumulated sick leave on the second pay in the month of October and will not be re-credited to the employee.

The Bank will not accumulate more than 240 days at any time.

The Bank will be operated by a committee composed of no less than three nor more than five employees appointed by the Union. The committee will establish its own rules and procedures, copies of which shall be provided to the Treasurer. The committee will authorize the Treasurer to withdraw days from the Bank in writing.

The Bank will not authorize the use of "Bank days" until at least 24 days are in the Bank.

Employees who have exhausted their accumulated sick leave may request the use of "Bank days" for absences due to their own catastrophic illness or injury or for the catastrophic illness of their spouses or dependent children unless such employees are eligible for or have applied for disability retirement or other form of disability compensation. Decisions of the committee will be final and not subject to appeal under the grievance procedure.

Bank days will be paid at the recipient employee's current daily rate of pay.

B. Personal Leave

Personal leave may be used to conduct business or other activities that cannot be completed outside of the regular work hours.

1. Employees shall be granted personal leave not to exceed three (3) days between July 1 and June 30.
2. Personal leave is non-accumulative and personal leave days taken shall not be charged against sick leave.
3. Personal leave shall be granted upon notification of the employee subject to the following conditions:
 - a. Notification shall be given to his/her Building principal or other immediate supervisor at least 48 hours in advance unless circumstances make it impossible to comply. In such event, said employee shall provide notification at the earliest possible time.
 - b. No more than two (2) employees in any job classification or four (4) employees in the bargaining unit shall be on personal leave per day. In May, no more than one (1) employee in any job classification or three (3) employees in the bargaining unit shall be on personal leave per day.
4. Personal leave may not be used on the first day of school or a day immediately preceding or following a school vacation period. Exceptions or emergency situations will be handled by the Superintendent.
5. A personal leave request form must be completed for each day of personal leave use and be signed by the person requesting the leave.
6. Employees requesting personal leave will be notified by his/her Building principal or other immediate supervisor 24 hours prior to commencement of leave that the request has been approved or disapproved.
7. One-half (1/2) of any personal days not used by June 30 each year shall be converted into the employee's sick leave accumulation by September 1, or if the employee chooses, they may receive compensation equal to his/her daily rate of pay for one-third (1/3) of any unused personal leave days. Any employee who elects payment must notify the Treasurer in writing no later than June 15 for the preceding year. Payment to any electing employee shall be made in a lump sum on or before the first regular payroll date in September, less applicable taxes and withholdings.

C. Assault Leave

1. The Board shall grant leave to an employee who is absent due to physical disability resulting from an assault which occurs in the course of Board employment. The employee will be granted up to twenty (20) working days assault leave. Thereafter,

absence will be deducted from the employee's sick leave. During such leave, the employee will be maintained on full pay base regardless of other compensation.

2. Assault leave may not be granted unless the employee in question:
 - a. Has a signed, written statement on forms provided by the Board justifying the granting and use of assault leave.
 - b. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
 - c. Agrees to file criminal prosecution against the person or persons involved.
3. Falsification of either the signed statement or the physician's statement shall be grounds for disciplinary action, up to and including termination of employment.
4. An employee returning to duty following assault leave shall be returned to the same position as was held at the time of the incident.

D. Jury Duty Leave

1. Employees shall be given jury duty leave without deduction in pay whenever called and/or selected for jury duty. Vouchers received for jury duty will be cashed and turned over to the Treasurer of the school district.
2. Employees shall not suffer any loss in Board contribution to retirement and fringe benefits for each school year through serving on jury duty.
3. When an employee receives notice of jury duty summons or selection, he/she must notify his/her building principal or other immediate supervisor.
4. If the employee determines that more than one day of jury leave is required, he/she must notify the building principal or his/her designee.
5. When the employee knows what day he/she is to return to duty from jury duty service, he/she must notify his/her building principal or other immediate supervisor.

E. Family and Medical Leave

1. All qualified employees may use up to twelve (12) weeks of unpaid leave annually to care for the birth and first-year care of a child; the adoption or foster placement of a child; the serious illness of the employee's spouse, parent or child; and the employee's own serious health condition that keeps the employee from performing the essential functions of his/her job.
2. All qualified employees may use up to twenty-six (26) weeks of unpaid leave during a single twelve (12) month period to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty. The covered service member

must be the spouse, parent, son, daughter, or next of kin of the employee requesting such leave.

3. All qualified employees may use up to twelve (12) weeks of unpaid leave annually for a qualifying exigency as a result of the employees' spouse, son, daughter or parent being on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves. The length of each available leave taken for this purpose shall be determined based upon the type of qualifying exigency for which the qualified employee requests such leave.
4. "Annually" as used herein shall mean the twelve (12) month period immediately preceding the commencement date of the employee's FMLA leave.
5. Family and Medical Leave, including Military Family Leave, will be granted subject to the law's terms, conditions, and regulations.
6. An employee desiring to use family or medical leave shall notify the Superintendent in writing at least 30 days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave. The employee's notice to the Superintendent that he or she will use family or medical leave must specify that "Family Leave" or "Medical Leave", or "Military Family Leave" will be the type of leave taken.
7. During the leave, for up to the maximum period of time required by law, the Board shall continue to pay the contribution it makes for an employee on the active payroll to continue participation in the district's health plan.
8. Time spent by employees on paid leave or unpaid leave provided in this Agreement which would qualify for leave under the FMLA shall be deducted from FMLA entitlement.
9. The returning employee will be reinstated to his/her former position with no loss in seniority and will remain a bargaining unit member while on FMLA.

F. General Provisions for Extended Leaves

1. For the purposes of this Article the term "extended leave" shall mean a paid or unpaid leave of twenty (20) consecutive work days or more for an employee's illness, injury or disability.
2. Employees returning from extended leave shall provide the district a medical excuse from the employee's physician.
3. The Superintendent may, at his/her discretion, request the returning employee to see another doctor, of the Superintendent's choosing and at Board expense, prior to the employee's return to work.
4. Should there be a conflict between the employee's and the Board's physicians concerning the employee's readiness to return to work, a third opinion may be sought by either party.

The third opinion will come from a physician mutually agreed upon by the employee and the Board. The third opinion shall be binding on the parties. The expense of the third opinion shall be at the Board expense.

G. Unpaid Leave

1. Upon written request, an employee shall be granted an unpaid leave of absence for personal illness, injury or disability. Unpaid leave shall be for a period not to exceed one (1) school year; however, upon subsequent request, such leave shall be renewed by the Board for an additional school year. In addition to the above listed reasons, the Superintendent will have the authority to grant unpaid leave, which in his/her judgment is a viable reason. Employees who are granted leave shall have the option of maintaining group health, prescription drug, life, vision and dental insurance at their own expense at group rates. No sick leave shall be accumulated while on unpaid leave.

2. Application for Unpaid Leave

Application for leave shall be in writing 30 days prior to the beginning of said leave and shall contain a statement of the beginning and ending dates of the period of absence, and shall have attached thereto a statement by the employee's attending physician giving the physician's name and address, the dates consulted, and the physician's opinion based upon the employee's physical condition, of the beginning and ending dates of the period of leave. Such application may be amended as to the anticipated beginning and ending dates of leave at any time, whether before or after the commencement of the leave based upon changes in the employee's condition by the filing of an amended application and statement of the employee's attending physician.

3. Reinstatement Rights

If the employee desires to return to active service prior to the stated date of the application for leave, the employee shall notify the Superintendent in writing that an early return to service is requested, and the date upon which the employee will return. The employee shall be assigned to the same or a substantially equivalent position for which he/she is qualified not later than the commencement of the next grading period, and if such a position for which he/she is qualified is available before the commencement of the next grading period, he/she shall be assigned to it.

ARTICLE 11 – TIME OFF AND BENEFITS

A. Calamity Days

A calamity day is a day that schools are closed due to inclement weather, epidemic or other public calamity.

Twelve-month employees and other employees designated by the Superintendent shall be expected to report to work on calamity days. Those employees who are required to work on calamity days shall be compensated at a rate of one and one-half times his/her hourly rate of pay

for all hours worked (applies only to the following classifications: (1) custodians; (2) maintenance; (3) head cooks if required to report for food delivery; and (4) head mechanic).

Employees not required to report for work on a calamity day shall suffer no loss of pay as a result of school closings.

Any employee not required to report to work on a calamity day who has requested personal leave, sick leave or vacation shall not be charged for that day if it occurs on a calamity day.

B. Holidays

1. Employees employed on a nine or ten month basis who qualify for holiday pay as provided in Section F below shall be paid for the following holidays:
 - New Year's Day
 - Martin Luther King Day (observed)
 - Good Friday
 - Memorial Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - Christmas Day
2. Employees employed on an eleven or twelve month basis who qualify for holiday pay as provided in Section F below shall be paid for the following holidays:
 - New Year's Day
 - Martin Luther King Day (observed)
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - Christmas Day
3. Holidays falling on a Saturday or Sunday shall be observed on the previous Friday.
4. Employees who are required to work on a holiday will be paid for the number of hours actually worked at time and one-half (1-1/2) their regular rate of pay.
5. Holiday pay for qualified employees who are not required to work on a holiday shall be computed by multiplying the employee's regular rate of pay by employee's regular number of hours of work in a normal work day.
6. Employees shall only qualify for holiday pay if the observed holiday falls within the Board adopted work calendar for 9-month, 10-month, 11-month or 12-month employees, as the case may be, and if the employees actually work on the last scheduled work day prior to the observed holiday and on the first scheduled work day following the observed

holiday or are on vacation or sick leave which has been approved by the Superintendent prior to the holiday.

C. Vacation

Eleven- and twelve-month employees who have completed their initial one-year probationary period shall be entitled to vacation leave with pay as follows:

Years	Accumulation Rate/Month	Days Annually
1 – 5	0.83	10
6	0.92	11
7	1.00	12
8	1.08	13
9	1.17	14
10	1.25	15
11	1.33	16
12	1.42	17
13	1.5	18
14	1.58	19
15	1.67	20

Vacation pay shall be paid at the employee’s regular straight-time rate of pay for the number of hours per day the employee is normally scheduled to work.

Employees shall request use of accrued vacation in writing at least fourteen (14) days in advance and shall attempt to schedule vacation to not interfere with the operation of schools. The Superintendent shall retain the right to approve or deny the scheduling of vacations as he/she deems necessary in the best interests of the District.

Employees may accumulate and carry over unused vacation from year to year with the approval of the Superintendent, provided however, that no employee will be permitted to carry over more than thirty (30) days from one school year to the next.

Twelve-month employees may request payment in lieu of vacation as follows:

<u>System Seniority</u>	<u>Annual Maximum Days (July 1 – June 30)</u>
1-10 years	5
11 or more years	10

Request for pay in lieu of vacation may be made in writing prior to December 31 and/or June 30 and will be paid with the last regular paycheck in January or July, respectively.

Accumulated but unused vacation pay shall be paid to employees (or their estates) with their final paychecks in the event of resignation, termination or death.

D. Severance Pay (Conversion of Accumulated Sick Leave)

1. An employee who retires from active service with ten or more years of service with the District at the time of retirement (defined for this purpose as the date of the Employee's last day of District service which shall be no later than sixty (60) days after the date of approval by the School Employees Retirement System for service retirement, not for disability retirement) may convert a portion of his/her accumulated but not used sick leave for severance pay.
2. The amount of severance pay shall be determined by multiplying the employee's regular daily pay (determined by multiplying the employee's regular number of hours worked per day by the employee's regular hourly rate) by twenty-five percent (25%) of the employee's unused accumulated sick leave days, not to exceed sixty-one (61) days.
3. Severance pay shall be based on the employee's rate of pay at the time of retirement. Payment of severance pay shall eliminate all sick leave credit accrued by the employee. No employee shall be eligible to retire and receive severance pay from the District more than one time.
4. Severance pay will be paid by the District to The Greenfield Exempted Village School District Accumulated Leave Plan (the "Plan"). Plan participants shall be 100% vested in such amounts contributed on their behalf. Distributions from the Plan to the employee shall be made in accordance with the Plan requirements.

E. Health and Prescription Drug Insurance

1. General

- a. The Board may select an insurance carrier to provide insurance or may self-insure to provide employees the health and prescription drug coverages provided under the District's health and prescription drug plan. The benefits shall be similar to those in effect as of the effective date of this Agreement. The Board shall also notify the Union at least thirty (30) days prior to a carrier change.
- b. Employees who work on a nine, ten or eleven month schedule will continue to be covered during the summer months when they are not working unless they resign, retire, die or are laid off or terminated. In any of those events, coverage will end at the end of the month in which the event occurs.
- c. Every employee shall receive a written election form from the Plan Administrator during the open enrollment period. It is the employee's responsibility to return it to the Plan Administrator before September 25th in order to enroll.
- d. Any Employee wishing to withdraw from the District's health and prescription drug plan must notify the Treasurer of his/her election to do so in writing. Rules and regulations of Section 125 of the Internal Revenue Code and the plan administrator shall apply.

2. Employee Contributions

Full-time employees who elect to participate in the District’s health and prescription drug plan will contribute by payroll deduction each payday (26 per year) nine and one-half percent (9.5%) of the total cost for single coverage, or twelve (12%) of the total cost for family coverage.

Part-time employees (who normally work at least twenty (20) hours but less than thirty (30) hours a week) who elect to participate will contribute twenty-five percent (25%) of the total cost for single coverage, or thirty percent (30%) of the total cost for family coverage.

Part-time employees who normally work less than twenty (20) hours per week may participate in the District’s health and prescription drug plan at their own expense.

An employee on leave without pay (except Medical/Family Leave) who wishes this insurance coverage continued will pay the full premium and the Board will pay nothing until the employee returns to work.

3. Benefits and Coverages

The District’s health and prescription plan is provided by Medical Mutual under policy number CMS1331800000423-00756. Copies of health and prescription plan certificates of coverage have been provided to OAPSE. See Exhibit A for more information regarding the District’s health and prescription plans.

4. Medical Expense Reimbursement Plan

The District has also established a medical expense reimbursement plan to reimburse employees for a portion of their deductibles and out-of-pocket expenses in excess for those set forth below:

	Deductible Per Person	Deductible Per Family	Out of Pocket Per Person	Out of Pocket Per Family
In-Network	\$50	2	\$145.00	\$290.00
Out-of-Network	\$200	2	\$360.00	\$720.00

5. Coordination of Benefits

The coordination of benefits with COBRA will not be affected by the waiting period as defined in the Summary Plan Description.

6. Section 125 Plan

Employees may elect to have health and prescription drug insurance contributions they make to participate in the District’s health plan deducted from pre-tax dollars pursuant to IRS Section 125.

7. Opt-Out Incentive

Any employee who elects not to participate in the Board offered health insurance plan and stays out of the District's Health Plan for 12 months (July 1 – June 30) will receive an annual cash payment. The cash payment will be \$3,000.00 if the employee is eligible to participate in a family plan and \$1,500.00 if the employee is eligible to participate only in a single plan. If an employee who has elected not to participate in the Board offered health insurance plan resigns or is terminated effective prior to the end of the school year, the cash payment to which the employee is entitled will be 8.33 percent of the applicable dollar amount for each full month the employee has been employed since the preceding July 1.

An employee electing not to participate in the health insurance plan will not pay the employee's portion of the health insurance premiums. The deduction for health insurance premiums will commence again when the employee elects to come back to the District's Health Insurance Plan.

The annual cash payment will be made along with the employee's second pay in July, commencing with the year following the election to opt out.

If a husband and wife are both employees of the Board eligible to participate in the Board offered health insurance plan, neither is eligible for this opt-out incentive. No incentive will be paid for switching from a family to a single plan.

The election to opt out must be made in writing annually on or before the first day of July, or at such other time as a qualifying event may occur that would permit a change in health insurance coverage to be requested and will remain in effect through the next June 30. If an employee who has opted out experiences a qualifying event which would permit a change in health insurance coverage, he or she may enroll in the Board offered health insurance plan, subject to the time and procedural requirements of the plan for such enrollment and if such enrollment occurs, the employee will not receive any cash payment.

Procedures for applying for and receiving the cash payment will be determined by the Board, based on applicable law and the requirements of the Board's health insurance. These procedures may be changed, as the Board, in its discretion, determines may be necessary. Written notice of any changes will be given to OAPSE.

8. Health Plan Committee

In order to better understand the District's Health Plan coverages, to periodically explore the marketplace for improved coverages and/or reduced costs, and to review any proposed rate increases or benefit changes during the term of this Agreement, the parties have agreed to establish a District Health Plan Committee (which may include District employees not covered under this Agreement or their collective bargaining representatives so long as the representation on the Committee is consistent with the District's work force.). Each shall appoint three employees to serve on this committee in addition to the Superintendent and the Local President who serve as *ex officio* members.

The parties agree that while each has the right to remove and replace its appointees to this committee, both recognize the value of maintaining continuity of membership and will not alter the composition of the committee without first discussing the need to do so with the other.

The Health Plan Committee will meet as often as a majority of its members deem necessary, but not less than twice per school year. The Committee will determine for itself how to maintain records of its meetings and deliberations. The Committee may analyze and monitor general claims data (but not data containing personal health information) and may recommend to the Board and Union any changes in current coverages.

9. Reopener

The District shall have the right to reopen negotiations upon written notice to the Union during the life of this Agreement for the sole purpose of negotiating health care benefits and employee contributions toward the cost of such benefits. Such reopener shall only take place in the event that the health care benefit premium costs increase during the life of this Agreement in excess of ten percent (10%) above the costs of such benefits in the previous year of the Agreement.

F. Dental Insurance

The District's current group dental insurance policy shall be maintained for the duration of this Agreement at no cost to employees for full-time employees and members of their family determined to be eligible under the terms and conditions of the provisions of the policy. However, coverage is not automatic—employees must enroll in the Plan in order to qualify for benefits. A summary of the Plan's coverage and benefit levels is attached as Exhibit B.

G. Vision Insurance

The District's current group vision insurance policy shall be maintained for the duration of this Agreement at no cost to employees for full-time employees and members of their family determined to be eligible under the terms and conditions of the provisions of the policy. However, coverage is not automatic—employees must enroll in the Plan in order to qualify for benefits. A summary of the Plan's coverage and benefit levels is attached as Exhibit C.

H. Life Insurance

The Board will purchase for each full-time employee, at no cost to the employee, group life insurance, which will provide a benefit of \$45,000 in the event the employee dies during the term of this Agreement. The Board will purchase for each regular part-time employee, at no cost to the employee, group life insurance, which will provide a benefit of \$22,500 in the event the employee dies during the term of this Agreement.

ARTICLE 12 – PAY MATTERS

A. Wage Notification

Prior to each July 1, all employees shall receive an estimated wage notification. Such notification shall show the employee’s estimated annual wages, based upon the employee’s regular hourly rate of pay and the estimated number of hours to be worked. The District will have no obligation to issue revised notifications during the school year to reflect changes in the employee’s regular hourly rate of pay or the number of hours the employee is scheduled to work.

This notification is intended to provide information to employees only and shall not create any contract or other legal obligation to pay the employee for wages not actually earned.

B. Payroll

Payday

Payday will be every other Thursday, twenty-six (26) bi-weekly pays, beginning on the first Thursday which falls between August 18 and August 24 (inclusive) each year. In those school years where paying every other Thursday would result in twenty-seven (27) paydays, employees will be notified on the first payday in January and again on the first pay of June that there will be a three (3) week period between the current school year and the first pay of the next school year, only in those years where there are fifty-three (53) Thursdays in the year.

For the 2016-2017 school year, the first pay date will be August 18, 2016 and the final pay date will be August 3, 2017. For the 2017-2018 school year, the first pay date will be August 24, 2017 and the final pay date will be August 9, 2018. For the 2018-2019 school year, the first pay date will be August 23, 2018 and the final pay date will be August 8, 2019.

Payroll Deduction

Extra deductions in any month will be made as follows:

First Check	Second Check	Third Check
TSA	TSA	
Dues/People Checkoff	Dues/People Checkoff	Dues/People Checkoff
Medical Insurance Premiums	Medical Insurance Premiums	Medical Insurance Premiums
Supplemental Health Insurance Premiums	Supplemental Health Insurance Premiums	
Credit Union	Credit Union	
Chapter 13 Bankruptcy	Chapter 13 Bankruptcy	Chapter 13 Bankruptcy
Child Support	Child Support	
IRS Tax Liens	IRS Tax Liens	

Sick Leave Accrual and Charge

Sick leave credit shall be given in the first check and deducted in either the first or second check.

Direct Deposit

Employees shall have their pay direct deposited into their bank accounts.

C. SERS Pick-Up

The Board agrees to pick-up, utilizing the salary reduction method, contributions to State Employees Retirement System paid upon behalf of the employees in the bargaining unit under the following terms and conditions and at no cost to the Board.

1. The amount to be “picked-up” on behalf of each employee shall be the employee’s required contribution. The annual compensation shall be reduced by an amount equal to the amount “picked-up” by the Board for the purpose of state and federal tax only.
2. This SERS pick-up shall be uniformly applied to all members of the bargaining unit and shall be mandatory.
3. The pick-up shall apply to all compensation.
4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals shall be based on the employee’s gross pay prior to reduction.
5. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the “pick-up” in combination with other tax deferred compensation plans.

D. Wages

1. The wage rate index is set forth in Exhibit G. Effective July 1, 2016, the base rates for all classifications shall be increased by three percent (3%). Effective July 1, 2017, the base rates for all classifications shall be increased by two percent (2%). Effective July 1, 2018, the base rates for all classifications shall be increased by two percent (2%). Salary schedules for the each year are set forth in Exhibits D, E, and F.

Effective July 1, 2016, Head Cooks at Buckskin and Rainsboro shall receive an additional hour of work time per week.

A shift differential of twenty cents (\$0.20) per hour shall be paid to Custodians and Maintenance employees whose regular shifts begin at 2:00 PM or later. Any employee receiving a shift differential who is assigned to a position with a regular shift beginning before 2:00 PM shall no longer receive the shift differential pay.

Note: Any employee being paid at a “red circle” rate above the established hourly rates, will receive an additional cents-per-hour payment in years one, two, and three of the

Agreement. This additional payment will be determined by dividing four hundred dollars (\$400.00) by the annual scheduled hours that employee is expected to work.

2. Initial placement on the wage schedule will be based upon the employee's system seniority for current employees who remain in their current job classifications. Except in the case of a temporary reassignment an employee whose job classification changes, on or after the effective date of this Agreement, will be placed on the wage schedule as follows:
 - a. If an employee moves from a classification with a lower base rate (Step 0) to a classification with a higher base rate (Step 0), the employee will be placed on the lowest step in the new classification that results in an increased hourly rate.
 - b. If an employee voluntarily (or for the convenience of the employee) moves from a classification with a higher base rate (Step 0) to a classification with a lower base rate (Step 0), the employee will be initially placed at Step 0 in the new classification unless he or she has verifiable prior work experience or training in performing the duties of the new classification. In that event, the Superintendent shall have the discretion to place the employee on Step 0, 1 or 2 as he/she deems appropriate.
 - c. If an employee involuntarily (or for the convenience of the Board) moves from a classification with a higher base rate (Step 0) to a classification with a lower base rate (Step 0), the employee will be initially placed on the same step in the new classification as his/her step in the old classification and shall be "red-circled" and paid at his/her old rate (the "old rate") until the rate of pay in the new classification exceeds the employee's old rate.
3. The Superintendent may grant up to three (3) full years of service for placement on the wage schedule to any new employee of the District based on the employee's verifiable prior work experience or training.
4. Step increments will be made annually on July 1 for services rendered on or after that date for all employees who have worked in that classification for the preceding twelve months.
5. Any employee (other than bus and van driver) whose initial placement on the wage schedule results in an hourly rate less than the employee was making at the end of the 2005-2006 school year in the same job classification shall be "red-circled" and paid at his/her old rate (the "old rate") until his/her system seniority moves him/her to a new rate on the wage schedule that is higher than the employee's old rate of pay.

ARTICLE 13 – MISCELLANEOUS MATTERS

A. Printing and Distribution of Agreement

The Board shall prepare the final Agreement as soon as possible following ratification by the membership of the Union and approval by the Board. The cost of printing the Agreement shall be borne equally by the Board and the Union.

The Agreement shall be distributed by the Board to all employees as soon as possible after it is printed.

Each new employee hired on and after the date the Agreement is initially distributed shall be given a copy of the Agreement by the Board at the time the employee is completing his/her initial employment paperwork.

B. Agreement

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
2. This collective bargaining Agreement and the “Memorandum of Agreements” attached hereto and executed on the same date of the Agreement supersede and cancel all previous agreements, commitments and policies applicable to employees represented by the Union, whether verbal or written or based upon past practice, and constitutes the entire agreement between the parties hereto and the employees represented by the Union.
3. No agreement, alteration, variation, waiver, or modification of any of the terms or conditions contained in this Agreement shall be made by any employee or group of employees with the Employer, and no amendment or revision of any of the terms and conditions contained herein shall be binding upon the parties hereto unless executed in writing by them.
4. The waiver of any expressed breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of the terms and conditions herein.
5. Any provision of this Agreement which is held by the final order of any court or administrative agency of competent jurisdiction to be in violation of or contrary to any law or regulation, now effective, or which may become effective during the term of this

Agreement, shall be considered void. In such case only the specific provision shall be invalidated and all other provisions of this Agreement shall remain in force and effect.

6. In the event a provision of this agreement is found to be contrary to any law or regulation by a court or administrative agency of competent jurisdiction, at the request of either party, the parties shall meet within ten (10) days of such order for the purpose of negotiating a lawful alternative to the voided provision(s). If agreement is not reached within thirty (30) days of their initial meeting, either party may request that a Federal Mediator be appointed to offer suggestions, ideas and concepts in order to help bring about a settlement; but, the Mediator shall have no authority to bind either party to any agreement.
7. This Agreement supersedes, to the full extent permitted by ORC 4117.10(A), all provisions of the Ohio Revised Code.
8. Unless expressly defined to the contrary, “days” as used in this Agreement shall be defined as calendar days, excluding Saturdays, Sundays, and holidays on the school calendar.
9. All references to individuals in this Agreement designate both sexes, and whenever either the male or female gender is used, it shall be construed to apply equally to individuals of the opposite gender.

C. Vehicle Use

The Board shall reimburse employees who are required or authorized by the Superintendent or the Superintendent’s designee to use their own vehicles for Board business at the current IRS mileage rate upon proper documentation as the Treasurer may reasonably require.

ARTICLE 14 – DURATION

This Agreement shall become effective as of July 1, 2016 (or such later date as the Agreement is ratified) and continue in force and effect through June 30, 2019.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this ____ day of 10/12/16, 2016.

**GREENFIELD EXEMPTED
VILLAGE SCHOOL DISTRICT**

By: James J. Wills
James J. Wills, Superintendent

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES AFSCME/AFL-CIO**

By: Karen Barley 10/12/16
Business Representative

OAPSE LOCAL 025

By: Denise Skopse 10/12/16
President

By: _____

In lieu of attaching copies of a summary of benefits to the District's health and prescription plans as an exhibit to this Agreement, copies of those summary plan descriptions will be distributed to OAPSE and all employee/participants annually.

SUMMARY OF YOUR DENTAL PLAN BENEFITS

SUMMARY OF YOUR DENTAL PLAN BENEFITS

CLASS I PREVENTIVE & DIAGNOSTIC
<p>Oral Exams (initial or periodic) Twice in any consecutive 12-month period (unless otherwise limited in the Schedule of Benefits)</p>
<p>Teeth Cleaning (Routine or Periodontal Prophylaxis) Twice in any consecutive 12-month period (unless otherwise limited in the Schedule of Benefits)</p>
<p>Fluoride Treatment Once in any 12 consecutive month period (unless otherwise limited in the Schedule of Benefits)</p>
<p>Emergency Pain Treatments</p>
<p>Space Maintainers (limited to <i>Dependent Children</i> as defined in the Schedule of Benefits) As needed to replace primary teeth.</p>
<p>Sealants Coverage is limited to <i>Dependent Children</i> under the age of 14, once in any 36 consecutive month period.</p>
<p>Diagnostic X-rays Panorex or full-mouth series are covered once in any consecutive 36-month period (unless otherwise limited in the Schedules of Benefits)</p>
<p>Tests & Lab Exams</p>
<p>The deductible does not apply to Class I benefits.</p>
<p>Payment for Class I services applies to the Plan Year maximum listed in the Schedule of Benefits.</p>

CLASS II BASIC RESTORATIVE
<p>Fillings Amalgams, Silicate, Acrylic</p>
<p>Root Canal Therapy (Endodontics)</p>
<p>Repair of Bridgework & Dentures (only if done more than six months after the initial insertion)</p>
<p>Extractions and Oral Surgery</p>
<p>General or Local Anesthesia when Medically Necessary for Oral Surgery</p>
<p>Removal of Impacted Teeth</p>
<p>Treatment of Gum Disease (Periodontics)</p>
<p>Rebasing and Refining of Present Dentures (as limited in the Schedule of Benefits)</p>
<p>The deductible applies to Class II benefits.</p>
<p>Payment for Class II services applies to the Plan Year maximum listed in the Schedule of Benefits.</p>

**The above is a general summary only. See the Schedule of Benefits for information regarding Deductibles, payment percentages and maximums that apply to your group. The Schedule of Benefits at the front of this booklet overrides any provisions listed above.*

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**SUMMARY OF YOUR DENTAL
PLAN BENEFITS**

CLASS III MAJOR RESTORATIVE
Inlays, Onlays, Gold Fillings, or Crown Restorations Once in any 5 consecutive year period per tooth.
Installation of Fixed Bridgework Once in any 5 consecutive year period per tooth.
Installation of Partial or Complete Dentures Once in any 5 consecutive year period per tooth.
Replacement of Existing Bridgework or Dentures Once in any 5 consecutive year period per tooth.
The deductible applies to Class III benefits.
Payment for Class III services applies to the Plan Year maximum listed in the Schedule of Benefits.

**The above is a general summary only. See the Schedule of Benefits for information regarding Deductibles, payment percentages and maximums that apply to your group. The Schedule of Benefits at the front of this booklet overrides any provisions listed above.*

**SUMMARY OF YOUR DENTAL
PLAN BENEFITS**

CLASS IV ORTHODONTIA
Full-Banded Orthodontia Treatment
Appliances for Tooth Guidance
Appliances to Control Harmful Habits
Retention Appliance
The Deductible does not apply to Class IV benefits.
Payment for Class IV services applies to the lifetime orthodontia maximum listed in the Schedule of Benefits.

**The above is a general summary only. See the Schedule of Benefits for information regarding Deductibles, payment percentages and maximums that apply to your group. The Schedule of Benefits at the front of this booklet overrides any provisions listed above.*

Your VSP Benefits at a Glance

VSP benefits are designed to protect your visual wellness. Consequently, you may have to pay extra if you choose certain cosmetic or elective eyewear options. Before selecting your eyewear, ask your doctor what is fully covered by your VSP plan. The following summarizes the main benefits covered by your plan.

BENEFIT	FREQUENCY
Examination	24 months ¹
Lenses ²	24 months ¹
Frame ²	24 months ¹
Contact Lenses³	
Elective	24 months ¹
Medically Necessary ⁵	24 months ¹
Laser Vision Correction⁶	(Discounted Services)

- ¹ Based on your last date of service.
- ² Your plan provides a 20 percent discount on non-covered complete pairs of prescription glasses when provided by a VSP doctor.
- ³ Patients choosing contacts use their eligibility for a frame and lenses.
- ⁴ Your plan includes a 15 percent discount off of the VSP doctor's professional services when buying contact lenses. Materials are provided at the customary fees.
- ⁵ Medically necessary contact lenses must be prescribed by a VSP doctor for certain conditions. Your VSP doctor must get prior approval from VSP for medically necessary contact lenses.
- ⁶ Laser vision correction (PRK and LASIK surgery) is available through contracted laser centers. Program availability may vary based on location and regulatory approval.

**GREENFIELD EXEMPTED VILLAGE SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
July 1, 2016 thru June 30, 2017**

	Bus Driver	Van Driver	Bus Mech Head	Bus Mech Helper	Head Cook	Café Worker	Cust	Maint	Monitor	Secy	Aide
BASE	\$12.93	\$11.76	\$17.88	\$14.65	\$10.91	\$10.26	\$10.57	\$11.78	\$9.47	\$10.73	\$10.58
0	\$12.93	\$11.76	\$17.88	\$14.65	\$10.91	\$10.26	\$10.57	\$11.78	\$9.47	\$10.73	\$10.58
1	\$13.31	\$12.12	\$18.60	\$15.23	\$11.23	\$10.57	\$10.88	\$12.25	\$9.75	\$11.16	\$11.00
2	\$13.70	\$12.47	\$19.31	\$15.82	\$11.56	\$10.87	\$11.20	\$12.73	\$10.03	\$11.59	\$11.42
3	\$14.09	\$12.82	\$20.03	\$16.40	\$11.89	\$11.18	\$11.52	\$13.20	\$10.32	\$12.02	\$11.85
4	\$14.48	\$13.17	\$20.74	\$16.99	\$12.22	\$11.49	\$11.84	\$13.67	\$10.60	\$12.45	\$12.27
5	\$14.87	\$13.53	\$21.46	\$17.58	\$12.54	\$11.80	\$12.15	\$14.14	\$10.89	\$12.88	\$12.69
6	\$15.25	\$13.88	\$22.17	\$18.16	\$12.87	\$12.11	\$12.47	\$14.61	\$11.17	\$13.31	\$13.12
7	\$15.64	\$14.23	\$22.89	\$18.75	\$13.20	\$12.41	\$12.79	\$15.08	\$11.45	\$13.74	\$13.54
8	\$16.03	\$14.59	\$23.60	\$19.33	\$13.53	\$12.72	\$13.10	\$15.55	\$11.74	\$14.17	\$13.96
9	\$16.42	\$14.94	\$24.32	\$19.92	\$13.85	\$13.03	\$13.42	\$16.03	\$12.02	\$14.60	\$14.39
10	\$16.80	\$15.29	\$25.03	\$20.51	\$14.18	\$13.34	\$13.74	\$16.50	\$12.31	\$15.03	\$14.81
11	\$17.19	\$15.64	\$25.75	\$21.09	\$14.51	\$13.64	\$14.06	\$16.97	\$12.59	\$15.45	\$15.23
12	\$17.58	\$16.00	\$26.46	\$21.68	\$14.83	\$13.95	\$14.37	\$17.44	\$12.87	\$15.88	\$15.66
13	\$17.97	\$16.35	\$27.18	\$22.26	\$15.16	\$14.26	\$14.69	\$17.91	\$13.16	\$16.31	\$16.08
14	\$18.36	\$16.70	\$27.89	\$22.85	\$15.49	\$14.57	\$15.01	\$18.38	\$13.44	\$16.74	\$16.50
15	\$18.74	\$17.06	\$28.61	\$23.43	\$15.82	\$14.88	\$15.32	\$18.85	\$13.73	\$17.17	\$16.92
16	\$18.74	\$17.06	\$28.61	\$23.43	\$15.82	\$14.88	\$15.32	\$18.85	\$13.73	\$17.17	\$16.92
17	\$18.74	\$17.06	\$28.61	\$23.43	\$15.82	\$14.88	\$15.32	\$18.85	\$13.73	\$17.17	\$16.92
18	\$18.74	\$17.06	\$28.61	\$23.43	\$15.82	\$14.88	\$15.32	\$18.85	\$13.73	\$17.17	\$16.92
19	\$18.74	\$17.06	\$28.61	\$23.43	\$15.82	\$14.88	\$15.32	\$18.85	\$13.73	\$17.17	\$16.92
20	\$19.26	\$17.53	\$29.41	\$24.09	\$16.25	\$15.29	\$15.75	\$19.38	\$14.10	\$17.66	\$17.40

Head Cook at Greenfield will receive an additional \$.29 per hour

**GREENFIELD EXEMPTED VILLAGE SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
July 1, 2017 thru June 30, 2018**

	Bus Driver	Van Driver	Bus Mech Head	Bus Mech Helper	Head Cook	Café Worker	Cust	Maint	Monitor	Secy	Aide
BASE	\$13.19	\$12.00	\$18.24	\$14.94	\$11.13	\$10.47	\$10.78	\$12.02	\$9.66	\$10.94	\$10.79
0	\$13.19	\$12.00	\$18.24	\$14.94	\$11.13	\$10.47	\$10.78	\$12.02	\$9.66	\$10.94	\$10.79
1	\$13.58	\$12.36	\$18.97	\$15.54	\$11.46	\$10.78	\$11.10	\$12.50	\$9.95	\$11.38	\$11.22
2	\$13.98	\$12.71	\$19.70	\$16.14	\$11.80	\$11.09	\$11.43	\$12.98	\$10.24	\$11.82	\$11.65
3	\$14.38	\$13.07	\$20.43	\$16.74	\$12.13	\$11.41	\$11.75	\$13.46	\$10.53	\$12.26	\$12.09
4	\$14.77	\$13.43	\$21.16	\$17.33	\$12.46	\$11.72	\$12.08	\$13.94	\$10.82	\$12.70	\$12.52
5	\$15.17	\$13.79	\$21.89	\$17.93	\$12.80	\$12.03	\$12.40	\$14.42	\$11.11	\$13.13	\$12.95
6	\$15.56	\$14.15	\$22.61	\$18.53	\$13.13	\$12.35	\$12.72	\$14.90	\$11.40	\$13.57	\$13.38
7	\$15.96	\$14.51	\$23.34	\$19.13	\$13.47	\$12.66	\$13.05	\$15.38	\$11.69	\$14.01	\$13.81
8	\$16.35	\$14.87	\$24.07	\$19.72	\$13.80	\$12.98	\$13.37	\$15.86	\$11.98	\$14.45	\$14.24
9	\$16.75	\$15.23	\$24.80	\$20.32	\$14.13	\$13.29	\$13.69	\$16.34	\$12.27	\$14.88	\$14.68
10	\$17.15	\$15.59	\$25.53	\$20.92	\$14.47	\$13.60	\$14.02	\$16.82	\$12.56	\$15.32	\$15.11
11	\$17.54	\$15.95	\$26.26	\$21.52	\$14.80	\$13.92	\$14.34	\$17.30	\$12.85	\$15.76	\$15.54
12	\$17.94	\$16.31	\$26.99	\$22.12	\$15.13	\$14.23	\$14.66	\$17.78	\$13.14	\$16.20	\$15.97
13	\$18.33	\$16.67	\$27.72	\$22.71	\$15.47	\$14.55	\$14.99	\$18.26	\$13.43	\$16.64	\$16.40
14	\$18.73	\$17.03	\$28.45	\$23.31	\$15.80	\$14.86	\$15.31	\$18.74	\$13.72	\$17.07	\$16.83
15	\$19.12	\$17.39	\$29.18	\$23.91	\$16.14	\$15.17	\$15.63	\$19.22	\$14.01	\$17.51	\$17.27
16	\$19.12	\$17.39	\$29.18	\$23.91	\$16.14	\$15.17	\$15.63	\$19.22	\$14.01	\$17.51	\$17.27
17	\$19.12	\$17.39	\$29.18	\$23.91	\$16.14	\$15.17	\$15.63	\$19.22	\$14.01	\$17.51	\$17.27
18	\$19.12	\$17.39	\$29.18	\$23.91	\$16.14	\$15.17	\$15.63	\$19.22	\$14.01	\$17.51	\$17.27
19	\$19.12	\$17.39	\$29.18	\$23.91	\$16.14	\$15.17	\$15.63	\$19.22	\$14.01	\$17.51	\$17.27
20	\$19.65	\$17.87	\$30.00	\$24.58	\$16.58	\$15.59	\$16.06	\$19.77	\$14.39	\$18.00	\$17.75

Head Cook at Greenfield will receive an additional \$.29 per hour

**GREENFIELD EXEMPTED VILLAGE SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
July 1, 2018 thru June 30, 2019**

	Bus Driver	Van Driver	Bus Mech Head	Bus Mech Helper	Head Cook	Café Worker	Cust	Maint	Monitor	Secy	Aide
BASE	\$13.45	\$12.24	\$18.60	\$15.24	\$11.35	\$10.68	\$11.00	\$12.26	\$9.85	\$11.16	\$11.01
0	\$13.45	\$12.24	\$18.60	\$15.24	\$11.35	\$10.68	\$11.00	\$12.26	\$9.85	\$11.16	\$11.01
1	\$13.86	\$12.61	\$19.35	\$15.85	\$11.69	\$11.00	\$11.33	\$12.75	\$10.15	\$11.61	\$11.45
2	\$14.26	\$12.97	\$20.09	\$16.46	\$12.03	\$11.32	\$11.66	\$13.24	\$10.44	\$12.05	\$11.89
3	\$14.66	\$13.34	\$20.84	\$17.07	\$12.37	\$11.64	\$11.99	\$13.73	\$10.74	\$12.50	\$12.33
4	\$15.07	\$13.71	\$21.58	\$17.68	\$12.71	\$11.96	\$12.32	\$14.22	\$11.04	\$12.94	\$12.77
5	\$15.47	\$14.08	\$22.33	\$18.29	\$13.06	\$12.28	\$12.64	\$14.71	\$11.33	\$13.39	\$13.21
6	\$15.88	\$14.44	\$23.07	\$18.90	\$13.40	\$12.60	\$12.97	\$15.20	\$11.63	\$13.84	\$13.65
7	\$16.28	\$14.81	\$23.81	\$19.51	\$13.74	\$12.92	\$13.30	\$15.69	\$11.92	\$14.28	\$14.09
8	\$16.68	\$15.18	\$24.56	\$20.12	\$14.08	\$13.24	\$13.63	\$16.18	\$12.22	\$14.73	\$14.53
9	\$17.09	\$15.54	\$25.30	\$20.72	\$14.42	\$13.56	\$13.96	\$16.67	\$12.51	\$15.18	\$14.97
10	\$17.49	\$15.91	\$26.05	\$21.33	\$14.76	\$13.88	\$14.29	\$17.16	\$12.81	\$15.62	\$15.41
11	\$17.89	\$16.28	\$26.79	\$21.94	\$15.10	\$14.20	\$14.62	\$17.65	\$13.10	\$16.07	\$15.85
12	\$18.30	\$16.65	\$27.54	\$22.55	\$15.44	\$14.52	\$14.95	\$18.15	\$13.40	\$16.52	\$16.29
13	\$18.70	\$17.01	\$28.28	\$23.16	\$15.78	\$14.84	\$15.28	\$18.64	\$13.70	\$16.96	\$16.73
14	\$19.10	\$17.38	\$29.02	\$23.77	\$16.12	\$15.16	\$15.61	\$19.13	\$13.99	\$17.41	\$17.17
15	\$19.51	\$17.75	\$29.77	\$24.38	\$16.46	\$15.49	\$15.94	\$19.62	\$14.29	\$17.85	\$17.61
16	\$19.51	\$17.75	\$29.77	\$24.38	\$16.46	\$15.49	\$15.94	\$19.62	\$14.29	\$17.85	\$17.61
17	\$19.51	\$17.75	\$29.77	\$24.38	\$16.46	\$15.49	\$15.94	\$19.62	\$14.29	\$17.85	\$17.61
18	\$19.51	\$17.75	\$29.77	\$24.38	\$16.46	\$15.49	\$15.94	\$19.62	\$14.29	\$17.85	\$17.61
19	\$19.51	\$17.75	\$29.77	\$24.38	\$16.46	\$15.49	\$15.94	\$19.62	\$14.29	\$17.85	\$17.61
20	\$20.05	\$18.24	\$30.60	\$25.07	\$16.92	\$15.91	\$16.38	\$20.17	\$14.68	\$18.36	\$18.10

Head Cook at Greenfield will receive an additional \$.29 per hour

Classified Hourly Wage Index											
	Bus Driver	Van Driver	Bus Mech Head	Bus Mech Helper	Head Cook	Café Worker	Cust	Maint	Monitor	Secy	Aide
0	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
1	1.030	1.030	1.040	1.040	1.030	1.030	1.030	1.040	1.030	1.040	1.040
2	1.060	1.060	1.080	1.080	1.060	1.060	1.060	1.080	1.060	1.080	1.080
3	1.090	1.090	1.120	1.120	1.090	1.090	1.090	1.120	1.090	1.120	1.120
4	1.120	1.120	1.160	1.160	1.120	1.120	1.120	1.160	1.120	1.160	1.160
5	1.150	1.150	1.200	1.200	1.150	1.150	1.150	1.200	1.150	1.200	1.200
6	1.180	1.180	1.240	1.240	1.180	1.180	1.180	1.240	1.180	1.240	1.240
7	1.210	1.210	1.280	1.280	1.210	1.210	1.210	1.280	1.210	1.280	1.280
8	1.240	1.240	1.320	1.320	1.240	1.240	1.240	1.320	1.240	1.320	1.320
9	1.270	1.270	1.360	1.360	1.270	1.270	1.270	1.360	1.270	1.360	1.360
10	1.300	1.300	1.400	1.400	1.300	1.300	1.300	1.400	1.300	1.400	1.400
11	1.330	1.330	1.440	1.440	1.330	1.330	1.330	1.440	1.330	1.440	1.440
12	1.360	1.360	1.480	1.480	1.360	1.360	1.360	1.480	1.360	1.480	1.480
13	1.390	1.390	1.520	1.520	1.390	1.390	1.390	1.520	1.390	1.520	1.520
14	1.420	1.420	1.560	1.560	1.420	1.420	1.420	1.560	1.420	1.560	1.560
15	1.450	1.450	1.600	1.600	1.450	1.450	1.450	1.600	1.450	1.600	1.600
16	1.450	1.450	1.600	1.600	1.450	1.450	1.450	1.600	1.450	1.600	1.600
17	1.450	1.450	1.600	1.600	1.450	1.450	1.450	1.600	1.450	1.600	1.600
18	1.450	1.450	1.600	1.600	1.450	1.450	1.450	1.600	1.450	1.600	1.600
19	1.450	1.450	1.600	1.600	1.450	1.450	1.450	1.600	1.450	1.600	1.600
20	1.490	1.490	1.645	1.645	1.490	1.490	1.490	1.645	1.490	1.645	1.645

Head Cook at Greenfield will receive an additional \$.29 per hour

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is executed by and between the Greenfield Exempted Village School District Board of Education (the “Board”) and the Ohio Association of Public School Employees AFSCME Local 4/AFL-CIO and its Local 025 (the “Association”) (collectively, the “Parties”) regarding an administrative error in the calculation of wages paid to three (3) employees who are represented by the Association.

WHEREAS, the Parties engaged in negotiations and reached a successor collective bargaining agreement, which was ratified by the Association and approved by the Board on Monday, June 20, 2016, to be effective July 1, 2016 through June 30, 2019 (the “Successor Agreement”); and

WHEREAS, after ratification and approval, the Board discovered that three employees represented by the Association, Cindy McNeal, Linda Adkins, and Suzane Beatty (each a “Red-Circled Employee”; collectively the “Red-Circled Employees”), were erroneously overpaid during prior school years due to an administrative error; and

WHEREAS, the Parties have reached agreement as to the payment of wages to the Red-Circled Employees which differs from the Successor Agreement so that no Red-Circled Employee suffers a wage reduction during the life of the Agreement; and

WHEREAS, the Parties wish to memorialize such agreement;

NOW, THEREFORE, the Parties agree as follows:

1. For the life of the Successor Agreement, the hourly rate of pay for each Red-Circled Employee shall be the greater of the following:
 - a. The Red-Circled Employee’s hourly rate of pay actually paid during the 2015-16 school year;
 - b. The hourly rate of pay to which the Red-Circled Employee would otherwise be entitled pursuant to the terms of the Successor Agreement.
2. Except as modified herein, the terms and conditions of the Successor Agreement shall remain in force and effect through June 30, 2019.

Greenfield Exempted Village
School District Board of Education:

Ohio Association of Public
School Employees AFSCME
Local 4/AFL-CIO and its Local 025:

Jay With 10-3-16
Superintendent Date

Karen Bailey 10/3/16
Field Representative Date
Denise Shope 10/3/16

MEMORANDUM OF AGREEMENT

This memorandum is being written to confirm our agreement regarding the displacement of certain bargaining unit employees of the District with contracted labor. The District agrees for the life of the current Agreement that the following bargaining unit custodian (Mancil Trent) and the following bargaining unit cafeteria workers (Becky Grove, Connie Brown, Lorraine Everhart, Kathy Brickey, Melissa Thorne, and Kelly Howard) will not be laid off and replaced by contract labor.

This memorandum further confirms our agreement that no current bargaining unit cafeteria workers who are now working 30 or more hours per week shall be required to pay health and prescription contributions as required of part-time employees in the event their normal hours of work are reduced from 30 hours or more to 27.5 hours or more during the life of the current agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the _____ day of September, 2016.

GREENFIELD EXEMPTED VILLAGE
SCHOOL DISTRICT

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES AFSCME/
AFL-CIO

By: James J. Wills
James J. Wills, Superintendent

By: Karen Bailey 10/6/16
Karen Bailey, Field Representative
Denise Skope 10/3/16