



AGREEMENT

Between

**BOARD OF THE ROCK HILL LOCAL
SCHOOL DISTRICT**

And

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES**

Local 252

JULY 1, 2016 – JUNE 30, 2019

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT IS MADE AND ENTERED INTO THIS 1st DAY OF JULY 2016, BY AND BETWEEN THE BOARD OF THE ROCK HILL **LOCAL SCHOOL DISTRICT, HEREINAFTER CALLED THE "BOARD," AND THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEE AND ITS LOCAL #252, HEREINAFTER CALLED THE "ASSOCIATION."**

ARTICLE 1 – RECOGNITION

1.1 THE BOARD HEREBY RECOGNIZES AND ACKNOWLEDGES THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES AND ITS LOCAL 252 AS THE CERTIFIED AND EXCLUSIVE REPRESENTATIVE FOR THE BARGAINING UNIT DESCRIBED HEREIN.

ARTICLE 2 – BARGAINING UNIT

2.1 FOR THE PURPOSE OF THIS AGREEMENT, THE BARGAINING UNIT SHALL CONSIST OF ALL REGULAR NON-CERTIFIED EMPLOYEES IN THE FOLLOWING CLASSIFICATIONS WHO ARE NOT SPECIFICALLY EXCLUDED PURSUANT TO 2.2 BELOW:

- | | |
|----------------------|-------------------------------|
| A. CUSTODIAL | I. ORTHOPEDIC AIDE |
| B. MAINTENANCE | J. ELECTRONIC TECHNICIAN |
| C. SECRETARIAL | K. PRE-SCHOOL CHILD ASSISTANT |
| D. FOOD SERVICE | L. LPN |
| E. TRANSPORTATION | |
| F. EDUCATIONAL AIDES | |
| G. HEALTH TECHNICIAN | |
| H. MECHANICS | |

THE POSITIONS AND RATES OF PAY WITHIN EACH CLASSIFICATION SHALL BE AS SET FORTH IN THE SALARY SCHEDULES ATTACHED TO THIS CONTRACT.

2.2 EXCLUDED FROM THE BARGAINING UNIT ARE ALL MANAGEMENT, CONFIDENTIAL AND SUPERVISORY EMPLOYEES, SEASONAL AND CASUAL EMPLOYEES, AND SUBSTITUTE EMPLOYEES WORKING ON A DAY-TO-DAY BASIS, INCLUDING BUT NOT LIMITED TO:

SUPERINTENDENT

ASSISTANT SUPERINTENDENT
SUPERINTENDENT'S SECRETARY
ASSISTANT TO THE TREASURER (ACCOUNTS CLERK)
GARAGE SUPERVISOR
TRANSPORTATION DIRECTOR (IF NON-CERTIFIED)
ATHLETIC DIRECTOR (IF NON-CERTIFIED)
TREASURER
ASSISTANT TO THE TREASURER (PAYROLL CLERK)
CAFETERIA SUPERVISOR
TECHNOLOGY COORDINATOR
CERTIFICATED TEACHING STAFF
MAINTENANCE SUPERVISOR
ADMINISTRATIVE RECEPTIONIST (PRE-SCHOOL)

- 2.3 THE ASSOCIATION WILL REPRESENT ALL EMPLOYEES IN THE RECOGNIZED UNIT WITHOUT REGARD TO RACE, COLOR, CREED, SEX, AGE, HANDICAP, OR NATIONAL ORIGIN.
- 2.4 UPON CREATION OF ANY NEW CLASSIFICATION, THE BOARD WILL NOTIFY THE ASSOCIATION IF IT INTENDS FOR THE POSITION TO BE A BARGAINING UNIT POSITION OR NOT.

IF THE UNION DISAGREES WITH A NON-BARGAINING UNIT CLASSIFICATION FOR A NEW POSITION, THEN THE UNION SHALL NOTIFY THE BOARD WITHIN FIVE (5) DAYS OF RECEIPT OF THE NOTICE AND SHALL THEN FOLLOW THE STATUTORY AND REGULATORY PROCEEDINGS TO OBTAIN A DETERMINATION BY SERB.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 THE ASSOCIATION SHALL RECOGNIZE THE RIGHT AND THE AUTHORITY OF THE BOARD TO ADMINISTER THE BUSINESS OF THE DISTRICT, AND IN ADDITION TO OTHER FUNCTIONS AND RESPONSIBILITIES WHICH ARE NOT SPECIFICALLY MENTIONED HEREIN, THE ASSOCIATION SHALL RECOGNIZE THAT THE BOARD HAS, AND WILL, RETAIN THE FULL RIGHT AND RESPONSIBILITY TO DIRECT THE OPERATIONS OF THE DISTRICT, TO PROMULGATE RULES AND REGULATIONS, AND TO OTHERWISE EXERCISE THE PREROGATIVES OF MANAGEMENT, AND MORE PARTICULARLY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
1. TO MANAGE AND DIRECT ITS EMPLOYEES, INCLUDING THE RIGHT TO SELECT, HIRE, PROMOTE, TRANSFER, ASSIGN, EVALUATE, LAY OFF,

RECALL, REPRIMAND, SUSPEND, DISCHARGE, REWARD OR DISCIPLINE FOR JUST CAUSE AND TO MAINTAIN DISCIPLINE AMONG EMPLOYEES.

2. TO MANAGE AND DETERMINE THE LOCATION, TYPE AND NUMBER OF PHYSICAL FACILITIES, EQUIPMENT, PROGRAMS, AND THE WORK TO BE PERFORMED.
 3. **TO DETERMINE THE DISTRICT'S GOALS, OBJECTIVES, PROGRAMS, AND SERVICES, AND TO UTILIZE PERSONNEL IN A MANNER DESIGNED TO EFFECTIVELY AND EFFICIENTLY MEET THESE PURPOSES.**
 4. TO DETERMINE THE SIZE AND COMPOSITION OF THE WORK FORCE **AND THE DISTRICT'S ORGANIZATIONAL STRUCTURE, INCLUDING THE RIGHT TO RELIEVE EMPLOYEES FROM DUTY DUE TO LACK OF WORK OR AUSTERITY PROGRAMS.**
 5. TO DETERMINE THE HOURS OF WORK, WORK SCHEDULES, AND TO ESTABLISH THE NECESSARY WORK RULES FOR ALL EMPLOYEES, EXCEPTING THOSE PROVISIONS SPECIFICALLY SET FORTH WITHIN THIS AGREEMENT.
 6. TO DETERMINE WHEN A JOB VACANCY EXISTS, THE DUTIES TO BE INCLUDED IN ALL JOB DESCRIPTIONS, AND THE STANDARDS OF QUALITY AND PERFORMANCE TO BE MAINTAINED.
 7. TO DETERMINE THE NECESSITY TO SCHEDULE OVERTIME AND THE AMOUNT REQUIRED THEREOF.
 8. TO DETERMINE THE **DISTRICT'S BUDGET AND USES THEREOF.**
 9. TO MAINTAIN THE SECURITY OF RECORDS AND OTHER PERTINENT INFORMATION.
 10. TO DETERMINE AND IMPLEMENT NECESSARY ACTIONS IN EMERGENCY SITUATIONS.
- 3.2 THE ASSOCIATION RECOGNIZES AND ACCEPTS THAT ALL RIGHTS AND RESPONSIBILITIES OF THE BOARD NOT SPECIFICALLY MODIFIED BY THIS AGREEMENT, OR ENSUING AGREEMENT, SHALL REMAIN THE FUNCTION OF THE BOARD. THE ABOVE ENUMERATED RIGHTS SHALL NOT ABRIDGE, AND SHALL BE CONSISTENT WITH, THE PROVISIONS OF THIS AGREEMENT.
- 3.3 THE BOARD MAY CREATE SUCH BARGAINING UNIT POSITIONS AS IT DEEMS NECESSARY FOR THE OPERATION OF THE DISTRICT, INCLUDING THE

QUALIFICATIONS, DUTIES, RESPONSIBILITIES, AND BENEFITS, SUBJECT ONLY **TO THE UNION'S RIGHT TO REQUEST TO NEGOTIATE THE TERMS AND** CONDITIONS OF EMPLOYMENT AS ARE COVERED AND NEGOTIATED BY THIS AGREEMENT. THE NOTICE SHALL BE PRIOR TO THE END OF THE POSTING PERIOD.

ARTICLE 4 – NEGOTIATIONS PROCEDURES

4.1 COMPOSITION OF NEGOTIATING TEAMS

- A. THE ASSOCIATION SHALL BE REPRESENTED BY A NEGOTIATING TEAM OF NOT MORE THAN SIX (6) PERSONS AT ANY ONE TIME, DESIGNATED BY THE ASSOCIATION FOR THIS PURPOSE. ONE OF THE MEMBERS OF THE TEAM SHALL BE DESIGNATED AS CHAIRMAN.
- B. THE BOARD OF EDUCATION SHALL BE REPRESENTED BY A NEGOTIATION TEAM OF NOT MORE THAN SIX (6) PERSONS AT ANY ONE TIME WHO WILL BE DESIGNATED BY THE BOARD IN CONSULTATION WITH THE SUPERINTENDENT. ONE OF THE MEMBERS OF THE TEAM SHALL BE DESIGNATED AS CHAIRMAN.
- C. EACH TEAM SHALL BE AUTHORIZED NO MORE THAN TWO (2) CONSULTANTS AT ANY ONE TIME AT EACH NEGOTIATION MEETING.
- D. IN THE EVENT OF THE UNAVOIDABLE ABSENCE OF A PERMANENT MEMBER OF EITHER NEGOTIATING TEAM, A SUBSTITUTE MAY BE USED ON THE APPROPRIATE NEGOTIATING TEAMS. A NEGOTIATION MEETING MAY BE POSTPONED IN AN EMERGENCY ONLY, BY MUTUAL AGREEMENT BY BOTH TEAMS, OR BY ADVANCE NOTICE FROM THE PARTY REQUIRING POSTPONEMENT.

4.2 CONDUCTING NEGOTIATION

- A. NEGOTIATION MEETINGS SHALL NOT BE OPEN TO THE PUBLIC.
- B. NEGOTIATIONS SHALL BE SCHEDULED AT A MUTUALLY AGREEABLE TIME.
- C. NEGOTIATIONS SHALL BE INITIATED PURSUANT TO THE OHIO REVISED CODE SECTION 4117.14

- D. NEGOTIATIONS SHALL BE CONDUCTED PURSUANT TO OHIO REVISED CODE SECTION 4117.08.
- E. AT THE FIRST NEGOTIATION SESSION, THE PARTY INITIATING THE OPENING OF NEGOTIATIONS SHALL SUBMIT ITS COMPLETE PROPOSALS. THE OTHER PARTY SHALL SUBMIT ITS COMPLETE PROPOSALS AT THE NEXT SCHEDULED MEETING.
- F. INITIAL PROPOSALS SHALL BE COMPLETE AND SHALL FULLY SET FORTH THAT TO WHICH AGREEMENT IS SOUGHT. AFTER SUBMISSION OF ITS INITIAL PROPOSALS, NEITHER PARTY MAY SUBMIT NEW PROPOSALS UNLESS THE OTHER PARTY AGREES TO THE NEW SUBMISSION.
- G. ON REQUEST, THE BOARD AND SUPERINTENDENT AGREE TO FURNISH THE ASSOCIATION NEGOTIATING TEAM WITH ALL AVAILABLE DATA RELEVANT TO THE ITEMS BEING NEGOTIATED.
- H. ON REQUEST, THE ASSOCIATION NEGOTIATING TEAM AGREES TO FURNISH THE BOARD NEGOTIATION TEAM WITH ALL AVAILABLE DATA RELEVANT TO ITEMS BEING NEGOTIATED.
- I. DURING THE PERIOD OF NEGOTIATIONS, INTERIM REPORTS OF PROGRESS MAY BE MADE TO THE ASSOCIATION BY ITS REPRESENTATIVES AND TO THE BOARD OF EDUCATION BY ITS REPRESENTATIVES. THESE INTERIM REPORTS SHALL BE TRUTHFUL AND FAIRLY PRESENTED.
- J. WHILE NEGOTIATIONS ARE IN PROGRESS, ANY RELEASES TO THE NEW MEDIA WILL BE APPROVED AND SIGNED BY THE CHAIRMAN OF EACH OF THE TEAMS.
- K. UPON THE REQUEST OF EITHER TEAM, A NEGOTIATION MEETING MAY BE RECESSED FOR A REASONABLE TIME FOR THE PURPOSE OF CAUCUSING.
- L. AS NEGOTIATED ITEMS RECEIVE TENTATIVE AGREEMENT, THEY SHALL BE REDUCED TO WRITING AND INITIALED BY EACH PARTY.
- M. UNTIL ALL NEGOTIATION MEETINGS ARE COMPLETED, EACH MEETING SHALL INCLUDE A DECISION ON AN AGREED TIME AND PLACE FOR THE NEXT MEETING.

4.3 AGREEMENT

- A. WHEN A TENTATIVE AGREEMENT ON THE ENTIRE CONTRACT HAS BEEN REACHED BY BOTH TEAMS, THE TENTATIVE CONTRACT WILL BE SUBMITTED TO THE ASSOCIATION FOR RATIFICATION. THE RATIFIED CONTRACT MUST BE RETURNED TO THE BOARD OF EDUCATION WITHIN A PERIOD OF SEVEN (7) DAYS.
- B. THE BOARD OF EDUCATION WILL ACT ON THE RATIFIED CONTRACT WITHIN A PERIOD OF SEVEN (7) DAYS.

4.4 IMPASSE RESOLUTION PROCEDURE

IF AGREEMENT OF THE ENTIRE CONTRACT IS NOT REACHED WITHIN FORTY (40) DAYS OF THE FIRST NEGOTIATION SESSION, EITHER PARTY MAY DECLARE IMPASSE. IF IMPASSE IS DECLARED, THE PARTIES SHALL JOINTLY PREPARE A REQUEST FOR A MEDIATOR AND DIRECT SUCH REQUEST TO THE FEDERAL MEDIATION AND CONCILIATION SERVICE. IF MEDIATION WILL NOT RESOLVE THE REMAINING ISSUES, THEN THE PROVISIONS OF THE OHIO REVISED CODE SECTION 4117.14 (D) (2) SHALL APPLY. THE PARTIES AGREE THAT THIS PROCEDURE SHALL BE AN ALTERNATIVE TO THE IMPASSE RESOLUTION PROCEDURE SET FORTH IN THE REVISED CODE.

IF IMPASSE IS DECLARED, THE PARTIES SHALL JOINTLY OBTAIN THE SERVICES OF A MEDIATOR FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS). THE PARTIES SHALL MEET AT TIMES MUTUALLY AGREEABLE TO THEM AND THE MEDIATOR. MEDIATION SHALL CONTINUE UP TO SIXTY (60) CALENDAR DAYS. IF THE PARTIES HAVE NOT ARRIVED AT A MUTUALLY AGREEABLE SETTLEMENT AT THE END OF THE SIXTY (60) CALENDAR DAYS, THE BOARD WILL GIVE THE UNION A FINAL OFFER IN WRITING. THE UNION WILL TAKE THIS OFFER BACK TO THE UNION MEMBERSHIP FOR A SECRET BALLOT VOTE WITHIN FIFTEEN (15) CALENDAR DAYS. THE UNION WILL REPORT THE RESULTS OF THE VOTE ON THE FINAL **OFFER TO THE BOARD'S CHIEF NEGOTIATOR. IF THE FINAL OFFER IS** REJECTED THE UNION MAY GIVE THE BOARD NOTICE OF THEIR INTENT TO EXERCISE THEIR RIGHT TO STRIKE UNDER OHIO REVISED CODE 4117.14. THE PARTIES MAY CONTINUE TO NEGOTIATE AND MEDIATE THEREAFTER IN AN ATTEMPT TO REACH AN AGREEMENT. THIS IMPASSE PROCEDURE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE DISPUTE SETTLEMENT PROCEDURE AND SHALL OPERATE IN PLACE OF OHIO REVISED CODE SECTION 4117.14.

UPON WAGES BEING REOPENED, IF THE ASSOCIATION STRIKES AS A RESULT OF A FAILURE TO REACH AN AGREEMENT, THEN THE CONTRACT WILL TERMINATE WITH THE BEGINNING OF THE STRIKE ACTION.

ARTICLE 5 – LABOR MANAGEMENT COMMITTEE

- 5.1 THE BOARD OR ITS DESIGNATED REPRESENTATIVE AND THE ASSOCIATION AND ITS REPRESENTATIVE AGREE TO MEET AT MUTUALLY AGREEABLE TIMES AND DISCUSS WITH THE OTHER CONCERNING ISSUES OTHER THAN THOSE INCLUDED IN THIS AGREEMENT.
- 5.2 THE LABOR MANAGEMENT COMMITTEE MAY MAKE RECOMMENDATIONS AS TO AGREEMENTS BETWEEN THE PARTIES TO AMEND OR SUPPLEMENT THE CONTRACT, SUBJECT TO THE RECOMMENDATIONS BEING APPROVED BY THE BOARD AND THE ASSOCIATION.

ARTICLE 6 – DISCIPLINE

- 6.1 OHIO REVISED CODE SECTION 3319.081 (C) SHALL APPLY TO DISCIPLINE PROCEDURES AND THE BOARD SHALL COMPLY WITH SECTION 3319.081 (C) WHEN TERMINATING OR SUSPENDING THE CONTRACTS OF NON-TEACHING EMPLOYEES, EXCEPT WHEN NON-TEACHING EMPLOYEES FAIL TO RENEW THEIR CERTIFICATIONS OR LICENSES REQUIRED BY THEIR POSITION.
- 6.2 UPON ANY EMPLOYEE BEING GIVEN A WRITTEN WARNING OR REPRIMAND, HE SHALL BE NOTIFIED AND AFFORDED THE RIGHT TO MEET WITH HIS APPROPRIATE SUPERVISOR TO DISCUSS THE DISCIPLINE WITH AN ASSOCIATION REPRESENTATIVE PRESENT. SUCH MEETING SHALL BE WITHIN FIVE (5) DAYS OF THE DISCIPLINE. EMPLOYEES ARRESTED AND CONVICTED OF A FELONY MAY BE DISCHARGED BY THE BOARD IMMEDIATELY UPON NOTICE OF THE CONVICTION OF THE FELONY OR ANY OFFENSE LISTED IN ORC 3319.39 (A).
- 6.3 ANY DISCIPLINARY ACTION SHALL BE FOR JUST CAUSE. ANY DISCIPLINE BEYOND VERBAL OR WRITTEN REPRIMAND SHALL BE GRIEVABLE. FORMS OF DISCIPLINE MAY BE VERBAL, REPRIMAND, WRITTEN REPRIMAND, SUSPENSION EITHER WORKING OR WITHOUT PAY, TERMINATION. UPON ANY VERBAL OR WRITTEN REPRIMAND BEING THE BASIS OF A LATER GRIEVABLE DISCIPLINE, WHICH IS GRIEVED, THE ARBITRATOR MAY REVIEW THE PRIOR DISCIPLINE AS TO JUST CAUSE.
- 6.4 UPON ANTICIPATION OF ANY EMPLOYEE BEING SUSPENDED OR TERMINATED, THE SUPERINTENDENT SHALL GIVE NOTICE OF SUCH PENDING ACTION TO THE EMPLOYEE AND SHALL AFFORD THE EMPLOYEE THE RIGHT TO A CONFERENCE WITH THE SUPERINTENDENT TO PRESENT HIS POSITION, AT WHICH CONFERENCE HE MAY PRESENT DOCUMENTARY EVIDENCE AND

WITNESSES ON HIS BEHALF. PENDING THIS PRE-DISCIPLINE CONFERENCE AND A DECISION BY THE BOARD, THE EMPLOYEE MAY BE PLACED ON LEAVE WITH PAY. EMPLOYEES ARE ENTITLED TO HAVE ASSOCIATION REPRESENTATION AT ANY DISCIPLINARY HEARING.

- 6.5 BARGAINING UNIT MEMBERS MAY REQUEST TO HAVE VERBAL OR WRITTEN REPRIMANDS REMOVED FROM THEIR PERSONNEL FILE AFTER TWENTY-FOUR (24) MONTHS PROVIDED NO DISCIPLINARY ACTION HAS OCCURRED DURING THAT PERIOD. SUSPENSIONS MAY BE REQUESTED TO BE REMOVED AFTER FORTY-EIGHT (48) MONTHS FROM THE BARGAINING UNIT MEMBERS PERSONNEL FILE PROVIDING NO FURTHER DISCIPLINE HAS OCCURRED DURING THIS PERIOD.

ARTICLE 7 – SAFETY

- 7.1 THE BOARD OR ITS DESIGNATED REPRESENTATIVE SHALL MEET WITH THE OAPSE SAFETY COMMITTEE AT A MUTUALLY AGREED TIME UPON REQUEST TO DISCUSS ANY EMPLOYEE COMPLAINT CONCERNING HEALTH OR SAFETY. THE COMMITTEE MAY ALSO SUBMIT RECOMMENDATIONS TO THE SUPERINTENDENT CONCERNING HEALTH AND SAFETY CONDITIONS.
- 7.2 THE WORK AND MEETINGS OF THE COMMITTEE SHALL BE CONDUCTED **OUTSIDE THE EMPLOYEES' NORMAL WORK HOURS.**

ARTICLE 8 – PERSONAL LEAVE

- 8.1 ALL NON-CERTIFIED PERSONNEL IN THE EMPLOY OF ROCK HILL LOCAL SCHOOL DISTRICT WILL BE ALLOWED A MAXIMUM OF FOUR (4) DAYS WITH PAY TO BE USED FOR LEAVE.
- 8.2 THE PROVISIONS FOR THE ADMINISTRATION OF PERSONAL LEAVE SHALL BE:
- A. THE EMPLOYEE SHALL MAKE WRITTEN APPLICATION TO HIS IMMEDIATE SUPERVISOR TWENTY-FOUR (24) HOURS IN ADVANCE, EXCEPT FOR EMERGENCIES. IN THE EVENT OF EMERGENCIES, NOTICE SHALL BE GIVEN AS SOON AS POSSIBLE.
 - B. THE SUPERINTENDENT SHALL HAVE THE RIGHT TO LIMIT THE NUMBER OF REQUESTS GRANTED FOR LEAVE ON ANY GIVEN SCHOOL DAY, THUS

ENSURING THAT THE NORMAL OPERATIONS OF THE SCHOOL SYSTEM WILL NOT BE MATERIALLY AFFECTED BY SUCH LEAVE.

- C. NO SUCH LEAVE SHALL BE GRANTED TO ANY ELIGIBLE EMPLOYEE DURING THE PERIOD OF ONE (1) WORKING DAY BEFORE OR ONE (1) WORKING DAY AFTER HOLIDAYS, EMPLOYEE VACATIONS OR STUDENT SUMMER VACATIONS.
- D. THE BARGAINING UNIT MEMBER MAY CHOOSE TO HAVE UNUSED PERSONAL LEAVE CONVERTED TO SICK LEAVE. AS AN ALTERNATIVE TO CONVERTING UNUSED PERSONAL LEAVE TO SICK LEAVE, THE BARGAINING UNIT MEMBER MAY REQUEST SUBSTITUTE PAY BE RECEIVED FOR ANY UNUSED PERSONAL LEAVE AT **THE BOARD'S** CURRENT APPROVE RATE FOR SUBSTITUTES. SUCH ELECTION SHALL BE MADE IN WRITING PRIOR TO JUNE 30 OF ANY YEAR

ARTICLE 9 – UNION LEAVE

- 9.1 ANY EMPLOYEE WISHING TO ATTEND ANY CONFERENCE, MEETING, OR CONVENTION MAY BE ABSENT FOR SUCH PURPOSE UPON RECOMMENDATION OF THE SUPERINTENDENT AND APPROVAL BY THE BOARD IF SUCH ATTENDANCE WILL BE IN THE INTEREST OF THE SCHOOLS.
- 9.2 THE BOARD AGREES TO ALLOW THE EMPLOYEE TO TAKE UP TO A TOTAL OF ~~NINE (9)~~ SEVEN (7) DAYS FOR THE CHAPTER DELEGATES, STATE, AND/OR DISTRICT OFFICERS FOR THE ASSOCIATION TO ATTEND THE ANNUAL OAPSE CONFERENCE, ASSOCIATION MEETINGS, AND/OR WORKSHOPS, WITHOUT LOSS OF PAY.

DURING A YEAR THAT THE UNION HAS BOTH A STATE OFFICER AND A DISTRICT OFFICER WITHIN THE LOCAL, THEN AN ADDITIONAL TWO (2) DAYS OF UNION LEAVE WILL BE ALLOWED.

THE ASSOCIATION SHALL INFORM THE SUPERINTENDENT IN WRITING, IN ADVANCE, AS TO THE USAGE OF THESE DAYS.

DISTRIBUTION CONCERNING THE FUNCTION AND EMPLOYEES USING THESE DAYS SHALL BE DETERMINED BY THE UNION. THE EMPLOYEE SHALL SUBMIT PROOF OF ATTENDANCE TO THE SUPERINTENDENT UPON RETURN.

ARTICLE 10 – CLASSIFICATION PAY

- 10.1 IF ANY EMPLOYEE IS REQUESTED TO, AND DOES, PERFORM WORK THAT NORMALLY IS PERFORMED BY AN EMPLOYEE IN A HIGHER CLASSIFICATION, SUCH EMPLOYEE SHALL RECEIVE THE RATE OF PAY NORMALLY PAID THE HIGHER CLASSIFIED EMPLOYEE, IF THE EMPLOYEE WORKS A FULL WORK DAY OR LONGER, AT ONE TIME, IN THE HIGHER CLASSIFICATION.

ARTICLE 11 – EMPLOYEE EVALUATION

- 11.1 EACH EMPLOYEE SHALL BE EVALUATED AND SHALL BE PROVIDED AN OPPORTUNITY TO DISCUSS SAID EVALUATION. AN EMPLOYEE SHALL INITIAL THE **EVALUATION AS PROOF THAT IT WAS REVIEWED, BUT THE EMPLOYEE'S** INITIALS DO NOT INDICATE APPROVAL OF THE EVALUATION.

ARTICLE 12 – PHYSICAL EXAMINATIONS

- 12.1 IF ANY EMPLOYEE IS REQUIRED BY THE BOARD TO HAVE A PHYSICAL EXAMINATION, THE BOARD WILL PAY THE FULL COST OF SUCH EXAMINATION. THE EMPLOYEE WILL SIGN A WAIVER THAT ALLOWS THE DOCTOR TO PROVIDE THE BOARD A COPY OF THE RESULTS OF THE PHYSICAL EXAMINATION.
- 12.2 PURSUANT TO SECTION 3313.71 OF THE OHIO REVISED CODE; THE BOARD SHALL PROVIDE TESTS AND EXAMINATIONS OF EMPLOYEES FOR TUBERCULOSIS AS MAY BE REQUIRED BY THE PUBLIC HEALTH COUNCIL.
- 12.3 PHYSICAL EXAMINATIONS REQUIRED BY THE BOARD WILL BE JOB RELATED IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.

ARTICLE 13 – LAYOFF AND RECALL

- 13.1 IF IT BECOMES NECESSARY TO REDUCE THE NUMBER OF EMPLOYEES IN A JOB CLASSIFICATION DUE TO ABOLISHMENT OF POSITIONS, LACK OF FUNDS, OR LACK OF WORK, OR OTHER REASONS, THE FOLLOWING PROCEDURE SHALL GOVERN SUCH LAYOFF.

- 13.2 THE NUMBER OF PERSONS AFFECTED BY A REDUCTION IN FORCE WILL BE KEPT TO A MINIMUM BY NOT EMPLOYING REPLACEMENTS WITHOUT FIRST RECALLING LAID OFF EMPLOYEES IN THE LAID OFF CLASSIFICATION. AN EMPLOYEE WHO IS RECALLED FROM A LAYOFF SHALL RETAIN ALL SENIORITY HELD PRIOR TO LAYOFF, BUT NOT ACCRUE SENIORITY DURING LAYOFF.
- 13.3 WHENEVER IT BECOMES NECESSARY TO LAYOFF EMPLOYEES FOR THE REASONS STATED ABOVE, AFFECTED EMPLOYEES SHALL BE LAID OFF ACCORDING TO CLASSIFICATION SENIORITY, WITH THE LEAST SENIOR EMPLOYEE LAID OFF FIRST. ANY LAID OFF EMPLOYEE THAT HAS SENIORITY IN ANOTHER CLASSIFICATION HAS THE RIGHT TO REQUEST AND RECEIVE PLACEMENT PROVIDED THEY ARE QUALIFIED WITHIN TEN (10) DAYS IN THE PREVIOUSLY HELD CLASSIFICATION IF THAT CLASSIFICATION HAS A LESS SENIOR EMPLOYEE. CLASSIFICATION SENIORITY SHALL BE DEFINED AS THE UNINTERRUPTED LENGTH OF CONTINUOUS SERVICE WITH THE BOARD IN A PARTICULAR JOB CLASSIFICATION. (SEE ARTICLE 15, SECTION 15.5) AUTHORIZED LEAVES OF ABSENCE DO NOT CONSTITUTE AN INTERRUPTION IN CONTINUOUS SERVICE. IN CASE OF IDENTICAL SENIORITY, THE EMPLOYEES WILL DRAW LOTS TO DETERMINE WHO HAS MORE SENIORITY.
- 13.4 THE FOLLOWING CLASSIFICATIONS SHALL BE USED FOR THE PURPOSE OF DEFINING CLASSIFICATION SENIORITY IN THE EVENT OF LAYOFF:
- A. CUSTODIAL
 - B. MAINTENANCE
 - C. SECRETARIAL
 - D. FOOD SERVICE
 - E. TRANSPORTATION
 - F. EDUCATIONAL AIDES
 - G. HEALTH TECHNICIAN
 - H. MECHANICS
 - I. ORTHOPEDIC AIDE
 - J. ELECTRONIC TECHNICIAN
 - K. PRE-SCHOOL CHILD ASSISTANT
 - L. LPN
- 13.5 THE BOARD SHALL DETERMINE IN WHICH CLASSIFICATION THE LAYOFF SHOULD OCCUR AND THE NUMBER OF EMPLOYEES TO BE LAID OFF.
- 13.6 BEFORE IMPLEMENTING A LAYOFF, THE BOARD SHALL GIVE WRITTEN NOTICE TO THE ASSOCIATION, THROUGH ITS PRESIDENT, OF ITS INTENT TO LAYOFF.
- 13.7 UPON ANY VACANCY OR POSITION BEING FILLED IN A CLASSIFICATION WHERE EMPLOYEES ARE LAID OFF AND HAVE RECALL RIGHTS, THE POSITION

SHALL BE OFFERED TO THE EMPLOYEE LAID OFF FROM THAT CLASSIFICATION, WITH THE EMPLOYEE WITH THE MOST CLASSIFICATION SENIORITY BEING FIRST RECALLED.

- 13.8 EMPLOYEES ON LAYOFF SHALL BE RESPONSIBLE FOR KEEPING THE BOARD INFORMED AS TO THEIR CURRENT ADDRESS AND EMPLOYMENT STATUS. NOTIFICATION FOR REEMPLOYMENT BY THE BOARD SHALL BE BY REGISTERED OR CERTIFIED LETTER TO SUCH CURRENT ADDRESS AS IS AVAILABLE. UPON THE BOARD BEING UNABLE TO NOTIFY THE EMPLOYEE WITHIN TEN (10) DAYS, THEN NOTICE MAY BE GIVEN TO THE ASSOCIATION PRESIDENT, CONSTITUTING, AT THAT TIME, NOTICE TO THE EMPLOYEE. THE FAILURE OF SAID EMPLOYEE TO ACCEPT THE OFFER OF REEMPLOYMENT WITHIN FIVE (5) CALENDAR DAYS OF RECEIPT WILL BE CONSIDERED AS REJECTION OF THAT OFFER, AND THUS WILL AUTHORIZE THE REMOVAL OF THAT EMPLOYEE FROM THE LAYOFF LIST.
- 13.9 **THE EMPLOYEE'S NAME SHALL REMAIN ON THE LAYOFF LIST FOR A PERIOD OF TWENTY-FOUR (24) MONTHS FROM THE EFFECTIVE DATE OF LAYOFF. AN EMPLOYEE WHO IS RECALLED SHALL RETAIN ALL SENIORITY ACCUMULATED PRIOR TO LAYOFF, BUT SHALL NOT ACCRUE SENIORITY DURING LAYOFF.**

ARTICLE 14 – TRAVEL ALLOWANCE

- 14.1 ANY EMPLOYEE REQUIRED TO USE HIS/HER OWN VEHICLE IN PERFORMANCE OF HIS/HER DUTIES AS A CONDITION OR REQUIREMENT OF EMPLOYMENT SHALL BE PAID PURSUANT TO BOARD-APPROVED POLICY FOR ACTUAL MILEAGE, PROVIDED THE MILES ~~IS~~ ARE RECORDED AND ON FORMS PROVIDED BY THE BOARD AND SUBMITTED TO THE BUSINESS OFFICE, WITHIN ONE (1) WEEK OF THE TRAVEL FOR WHICH REIMBURSEMENT IS REQUESTED.
- 14.2 THE RATE OF REIMBURSEMENT SHALL BE THE RATE ESTABLISHED BY THE BOARD FOR ALL EMPLOYEES IN DISTRICT.

ARTICLE 15 – BID PROCEDURE

- 15.1 NOTICES OF ALL VACANCIES TO BE FILLED SHALL BE POSTED IN EACH BUILDING AS SUCH VACANCIES OCCUR. THE NOTICE OF THE VACANCY SHALL BE POSTED IN A SPECIFIC PLACE IN EACH SCHOOL BUILDING. THIS NOTICE SHALL REMAIN POSTED FOR A PERIOD OF NOT LESS THAN FIVE (5) WORK DAYS. EACH SHALL INCLUDE THE FOLLOWING:

- A. LOCATION
- B. SALARY
- C. HOURS
- D. SUPERVISION (TO WHOM THE PERSON SHALL BE RESPONSIBLE)
- E. QUALIFICATIONS
- F. BID PERIOD
- G. JOB DESCRIPTION – DUTIES

- 15.2 EMPLOYEES SHALL SUBMIT THEIR COMPLETED BIDS TO THE BUSINESS OFFICE. THE BIDS SHALL BE INITIALED AND STAMPED WITH THE DATE OF RECEIPT BY THE BUSINESS OFFICE. THE DATE THE BID IS OPENED AND THE DATE THE BID IS CLOSED SHALL BE SPECIFIED ON THE BID FORM.
- 15.3 DURING THE SUMMER MONTHS NOTICE OF VACANCIES SHALL BE PROVIDED TO THE LOCAL PRESIDENT AND POSTED AT THE BOARD OFFICE.
- 15.4 QUALIFICATIONS AND SENIORITY IN A CLASSIFICATION SHALL BE THE CRITERIA FOR FILLING THE POSITION. IF NO BIDS ARE RECEIVED FROM WITHIN THE PARTICULAR CLASSIFICATION, THE BOARD MAY CONSIDER APPLICATIONS FROM OUTSIDE THE BARGAINING UNIT. HOWEVER, IF MORE THAN ONE APPLICANT HAS IDENTICAL QUALIFICATIONS, THE APPLICANT WITH THE MOST BARGAINING UNIT SENIORITY SHALL BE APPOINTED TO THE POSITION.
- 15.5 BARGAINING UNIT SENIORITY SHALL BE DEFINED AS THE UNINTERRUPTED LENGTH OF CONTINUOUS SERVICE OF AN EMPLOYEE IN THE BARGAINING UNIT. AN EMPLOYEE WHO TAKES A POSITION IN A NEW CLASSIFICATION SHALL HAVE HIS CLASSIFICATION SENIORITY COMPUTED FROM THE DATE HE BEGAN IN THE NEW POSITION, BUT SHALL RETAIN ALL HIS BARGAINING UNIT SENIORITY.
- 15.6 AFTER AN EMPLOYEE HAS BEEN PLACED IN A NEW POSITION, HE SHALL HAVE THE RIGHT, FOR A PERIOD OF FIVE (5) DAYS, TO RETURN TO HIS PREVIOUSLY HELD POSITION WITHOUT LOSS OF SENIORITY. THE EMPLOYEE SHALL BE PAID AT THE REGULAR RATE OF THE POSITION HE WORKS.

ARTICLE 16 – BUS ROUTES AND EXTRA TRIPS

- 16.1 IN THE EVENT A NEW RUN OR A RUN BECOMES AVAILABLE AT SOME LATER **DATE BECAUSE OF A DRIVER'S TERMINATION OF EMPLOYMENT AFTER INITIAL**

BIDS ARE ACCEPTED, IT SHALL BE POSTED FOR A PERIOD OF FIVE (5) DAYS AND BID IN ACCORDANCE WITH THE ABOVE BID PROCEDURE.

- 16.2 EXTRA TRIPS SHALL BE POSTED AND SHALL BE AWARDED AT LEAST TWO (2) DAYS IN ADVANCE, IF POSSIBLE, ON A ROTATING BASIS FROM A POSTED SENIORITY LIST., EXCEPT IN EMERGENCY SITUATIONS OR IF OTHERWISE SET FORTH HEREIN. THE POSTING SHALL BE IN THE BUS GARAGE OR TRANSPORTATION DIRECTOR'S OFFICE. **A DRIVER WHO ACCEPTS A TRIP** MUST NOTIFY THE TRANSPORTATION DIRECTOR AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE IF HE/SHE CANNOT TAKE THE TRIP, EXCEPT IN THE CASE OF AN EXTREME EMERGENCY.
- 16.3 IF A DRIVER DOES NOT DESIRE EXTRA TRIPS, HE SHALL HAVE THE OPTION OF WITHDRAWING HIS NAME FROM THE ROTATION LIST. HOWEVER, IF THE DRIVER REMAINS ON THE LIST THERE SHALL BE NO TRADING OF POSITIONS ON THE LIST, AND IF THE EXTRA RUN IS REFUSED FOR ANY REASON, THE **DRIVER'S NAME SHALL BE PLACED AT** THE END OF THE LIST. EXTRA TRIPS SHALL BE OFFERED TO REGULAR DRIVERS BEFORE THEY ARE OFFERED TO SUBSTITUTES; HOWEVER, NO DRIVER SHALL BE ELIGIBLE FOR OR TAKE AN EXTRA TRIP WHICH CONFLICTS WITH HIS REGULAR ROUTE.
- 16.4 THE BUS DRIVERS SHALL BE PAID HIS APPLICABLE HOURLY RATE FOR TIME SPENT ON ANY EXTRA TRIPS. THE BUS DRIVER SHALL BE PAID TIME AND ONE HALF (1 ½) FOR ALL HOURS ACTUALLY WORKED OVER FORTY (40) HOURS DURING A WEEK.
- 16.5 SUBSTITUTE DRIVERS WILL NOT BE USED TO AVOID OVERTIME WHEN REGULAR DRIVERS ARE AVAILABLE.
- 16.6 THE BOARD OF EDUCATION UPON SUBMISSION OF RECEIPTS FOR TRIPS, APPROVED BY THE BOARD OF EDUCATION, WILL REIMBURSE THE DRIVERS FOR ANY TOLLS OR PARKING THEY HAVE PAID FOR THEIR BUS.

ARTICLE 17 - OVERTIME AND REPORT PAY

- 17.1 ALL WORK PERFORMED OVER FORTY (40) HOURS ACTUALLY WORKED IN ANY ONE WEEK SHALL BE CONSIDERED AS OVERTIME AND PAID AT THE OVERTIME RATE OF ONE AND ONE-HALF (1 ½) TIMES THE REGULAR HOURLY RATE OF PAY. NO EMPLOYEE SHALL PERFORM WORK IN EXCESS OF FORTY (40) HOURS PER WEEK WITHOUT PRIOR APPROVAL OF HIS IMMEDIATE SUPERVISOR OR THE SUPERINTENDENT.

- 17.2 ALL OVERTIME SHALL BE DISTRIBUTED AS EQUALLY AS POSSIBLE AMONG THE EMPLOYEES IN THE CLASSIFICATION NECESSARY TO PERFORM THE WORK. A SENIORITY LIST WILL BE ESTABLISHED FOR THE DISTRIBUTION OF THE OVERTIME.
- 17.3 ANY EMPLOYEE REQUIRED TO REPORT OUTSIDE OF HIS REGULARLY SCHEDULED HOURS WHICH REQUIRES HIS RETURN TO THE JOB OR BEING CALLED TO THE JOB IN NON-WORKING HOURS SHALL RECEIVE AT LEAST TWO (2) HOURS PAY AT HIS REGULAR RATE. IF THE EMPLOYEE WORKS FOR MORE THAN TWO (2) HOURS, HE WILL BE PAID FOR THE TIME ACTUALLY WORKED.
- 17.4 ALL EMPLOYEES SCHEDULED TO WORK A MINIMUM OF SIX (6) HOURS PER DAY (WITH THE EXCLUSION OF THE BUS DRIVERS) SHALL BE GRANTED A PAID LUNCH TIME WHICH DOES NOT INTERFERE WITH THE EMPLOYEE DISCHARGING THEIR DUTIES.

ARTICLE 18 – LEAVE PROVISIONS

18.1 SICK LEAVE

- A. EACH FULL-TIME EMPLOYEE SHALL BE ENTITLED TO FIFTEEN (15) DAYS SICK LEAVE WITH PAY FOR EACH YEAR UNDER CONTRACT WHICH SHALL BE CREDITED AT THE RATE OF ONE AND ONE-FOURTH (1 ¼) DAYS PER MONTH.

UNUSED SICK LEAVE SHALL BE CUMULATIVE UP TO THREE HUNDRED TWENTY (320) TWO HUNDRED EIGHTY-FIVE (285) DAYS FOR THE PURPOSE OF USAGE AS SICK LEAVE.

- B. EMPLOYEES IN THE BARGAINING UNIT WHO RENDER PART-TIME, , OR HOURLY SERVICE ARE ENTITLED TO SICK LEAVE FOR THE TIME ACTUALLY WORKED ON A PRORATED BASIS AT THE SAME RATE AS THAT GRANTED LIKE FULL-TIME EMPLOYEES.
- C. IF MEDICAL ATTENTION IS REQUIRED, AN EMPLOYEE SHALL FURNISH A WRITTEN SIGNED STATEMENT ON FORMS PRESCRIBED BY THE BOARD TO JUSTIFY THE USE OF SICK LEAVE. SUCH STATEMENT SHALL LIST THE NAME AND ADDRESS OF THE ATTENDING PHYSICIAN AND THE DATE WHEN HE WAS CONSULTED. FALSIFICATION OF A STATEMENT IS GROUNDS FOR SUSPENSION OR DISMISSAL. A WRITTEN SIGNED STATEMENT MAY BE REQUIRED IF A PATTERN OF ABUSE IS SUSPECTED.

- D. AN EMPLOYEE WHO TRANSFERS FROM ONE PUBLIC AGENCY IN OHIO TO EMPLOYMENT WITH THE BOARD SHALL BE CREDITED WITH THE UNUSED BALANCE OF HIS ACCUMULATED SICK LEAVE, NOT TO EXCEED TWO HUNDRED (200) DAYS. TO RECEIVE SUCH CREDIT, A NEW EMPLOYEE SHALL PRESENT TO THE SUPERINTENDENT A CERTIFICATION FROM THE PUBLIC AGENCY STATING THE NUMBER OF DAYS OF UNUSED SICK LEAVE CREDITED TO THAT EMPLOYEE AT THE TIME OF THE TERMINATION OF EMPLOYMENT.
- E. EMPLOYEES MAY USE SICK LEAVE, UPON THE APPROVAL OF THE SUPERINTENDENT, FOR ABSENCE DUE TO ILLNESS, INJURY, PREGNANCY, EXPOSURE TO CONTAGIOUS DISEASE WHICH COULD BE COMMUNICATED TO OTHER EMPLOYEES, OR DUE TO ILLNESS OR **DEATH IN THE EMPLOYEE'S IMMEDIATE FAMILY.**
- F. THE BOARD SHALL NOTIFY EMPLOYEES EACH PAY PERIOD OF THEIR UNUSED SICK LEAVE.

18.2 CALAMITY DAY

- A. ALL EMPLOYEES SHALL BE PAID THEIR APPROPRIATE RATE OF PAY FOR ALL DAYS OR PART OF A DAY WHEN SCHOOLS IN WHICH THEY ARE EMPLOYED ARE CLOSED OWING TO AN EPIDEMIC OR OTHER PUBLIC CALAMITY DECLARED BY THE BOARD OF EDUCATION. AN EMPLOYEE WHO IS CALLED IN FOR WORK BY THE BUILDING PRINCIPAL OR SUPERINTENDENT SHALL BE PAID TIME AND ONE-HALF (1 ½) FOR THE HOURS ACTUALLY WORKED. IT IS UNDERSTOOD THAT CUSTODIANS SHALL CHECK AND SECURE THE BUILDING ON CALAMITY DAYS WITHOUT ADDITIONAL PAY. EMPLOYEES ON TWO-HUNDRED SIXTY (260) DAY CONTRACTS MUST REPORT TO WORK AFTER THE STATE APPROVED CALAMITY DAYS ARE EXHAUSTED.

18.3 EMPLOYEES WHO HAVE EXHAUSTED ALL AVAILABLE PAID LEAVE, INCLUDING PERSONAL LEAVE, SHALL BE ELIGIBLE TO RECEIVE SICK LEAVE TRANSFER DURING PERIODS OF CATASTROPHIC ILLNESS AS DEFINED AS A SEVERE ILLNESS OR SUDDEN MEDICAL CONDITION.

- 1. THE ASSOCIATION PRESIDENT SHALL COMPILE A LIST OF ANY MEMBERS WILLING TO DONATE TO THE BANK BY CLASSIFICATION ON OR BY SEPTEMBER 15TH OF EACH SCHOOL YEAR.

2. THE ASSOCIATION PRESIDENT WILL PRIORITIZE THE LIST OF MEMBERS WISHING TO DONATE ACCORDING TO THE NUMBER OF SICK LEAVE DAYS THEY HAVE ACCRUED (I.E., THOSE WITH THE MOST WILL BE PLACED AT THE TOP.)
3. WHEN A MEMBER CONTACTS THE PRESIDENT AND IDENTIFIES A NEED TO BORROW DAYS FROM THE BANK, THE ASSOCIATION PRESIDENT WILL CONTACT THE MEMBERS OF THE DONATION LIST AND COMPLETE THE TRANSFER FORM AT THAT TIME FOR NO MORE THAN A TOTAL OF FIVE (5) DAYS PER MEMBER. AN EMPLOYEE MUST HAVE A BALANCE OF SIXTY (60) DAYS AFTER ANY TRANSFER OF SICK LEAVE TO ANOTHER EMPLOYEE AND MAY NOT TRANSFER MORE THAN TEN (10) DAYS PER YEAR.
4. THE SUPERINTENDENT SHALL GRANT OR DENY THE REQUESTED TRANSFER AT HIS/HER DISCRETION.
5. **THE RECIPIENT'S HOURLY BASE RATE OF PAY SHALL BE USED TO CALCULATE PAYMENT UNDER THIS TRANSFER ARTICLE.**
6. ALSO, EMPLOYEES SHALL NOT RECEIVE IN EXCESS OF TWENTY (20) DAYS OF TRANSFERRED LEAVE DURING ANY GIVEN SCHOOL YEAR. EMPLOYEES MAY RECEIVE UP TO AN EXTRA TWENTY (20) **DAYS UPON THE SUPERINTENDENT'S APPROVAL. THE SUPERINTENDENT'S DECISION IS NOT GRIEVABLE UNDER ARTICLE 25 – GRIEVANCE PROCEDURE.**

18.4 SEVERANCE PAY

THE BOARD SHALL PAY SEVERANCE PAY UNDER THE PROVISIONS OF SECTION 124.39 OF THE OHIO REVISED CODE FOR ACCUMULATED SICK LEAVE IN ACCORDANCE WITH THE FOLLOWING PROVISIONS:

- A. TWENTY-FIVE PERCENT (25%) OF THE ACCUMULATED SICK LEAVE UP TO A MAXIMUM OF SIXTY-FIVE (65) DAYS.
- B. PAYMENT WILL BE MADE AT THE PER DIEM RATE OF THE EMPLOYEE AT THE TIME OF RETIREMENT.
- C. PAYMENT WILL BE MADE ONLY AT THE TIME THE EMPLOYEE BECOMES A RETIREE OF THE SCHOOL EMPLOYEES RETIREMENT SYSTEM. AN EMPLOYEE MUST RETIRE WITHIN NINETY (90) DAYS OF HIS LAST DAY OF SERVICE WITH THE ROCK HILL LOCAL SCHOOL DISTRICT TO BE ELIGIBLE FOR SEVERANCE PAY. AN ELIGIBLE EMPLOYEE WILL BE PAID

WITHIN THIRTY (30) DAYS OF HIS ESTABLISHING ELIGIBILITY FOR SEVERANCE PAY.

- D. IF AN EMPLOYEE DIES, PAYMENT FOR ACCRUED BUT UNUSED SICK LEAVE WILL BE MADE IN ACCORDANCE WITH SECTION 2113.04 OF THE OHIO REVISED CODE OR TO HIS ESTATE.
- E. ONCE SEVERANCE PAY HAS BEEN RECEIVED BY THE RETIREE, ALL UNUSED ACCUMULATED SICK LEAVE IS SURRENDERED AND FORFEITED.

18.5 LEAVE OF ABSENCE

UPON WRITTEN REQUEST, ALL LEAVES OF ABSENCE SHALL BE MADE PURSUANT TO SECTION 3319.13.

18.6 ASSAULT LEAVE

AN EMPLOYEE WHO IS REQUIRED TO BE ABSENT DUE TO PHYSICAL DISABILITY RESULTING FROM AN ASSAULT WHICH OCCURS IN THE COURSE OF BOARD EMPLOYMENT, WHILE ON DUTY ON SCHOOL GROUNDS, DURING SCHOOL HOURS, OR WHERE PERFORMING ASSIGNED DUTIES AT A SCHOOL-SPONSORED FUNCTION, SHALL, AFTER USING FIVE (5) DAYS OF ACCUMULATED AND UNUSED SICK LEAVE, BE ELIGIBLE TO RECEIVE ASSAULT LEAVE. (WHERE AN EMPLOYEE HAS NO UNUSED SICK LEAVE OR IS NOT ELIGIBLE FOR AN ADVANCEMENT OF SICK LEAVE, THIS CONDITION WILL BE WAIVED.) UPON DETERMINATION OF ELIGIBILITY BY THE BOARD, SUCH LEAVE SHALL BE GRANTED FOR A PERIOD OF TIME NOT TO EXCEED TWENTY (20) DAYS UPON THE DELIVERY TO THE CENTRAL OFFICE OF A STATEMENT SIGNED BY THE EMPLOYEE ON FORMS PRESCRIBED BY THE BOARD AND MAINTAINED BY THE CENTRAL OFFICE. SUCH STATEMENT WILL INDICATE THE INDIVIDUAL(S), IF KNOWN, CAUSING THE ASSAULT; THE FACTS SURROUNDING THE ASSAULT; AND THE WILLINGNESS OF THE EMPLOYEE TO PARTICIPATE AND COOPERATE WITH THE BOARD IN PURSUING LEGAL ACTION AGAINST THE ASSAILANT(S).

IF MEDICAL ATTENTION IS REQUIRED, THE EMPLOYEE SHALL SUPPLY A CERTIFICATE FROM A LICENSED PHYSICIAN STATING THE NATURE OF THE DISABILITY AND ITS DURATION.

ARTICLE 19 – PAY DAYS – DUES DEDUCTION

- 19.1 **ALL EMPLOYEES' PAY SHALL BE CALCULATED AND PAID OVER** TWENTY-FOUR (24) PAY PERIODS. BARGAINING UNIT MEMBERS SHALL HAVE THE OPTION OF SIGNING UP FOR DIRECT DEPOSIT, ALL OTHER CURRENT BARGAINING UNIT MEMBERS WILL PICK-UP THEIR PAY CHECKS AFTER 2 P.M. ON PAYDAY FROM THEIR SUPERVISOR. WHEN PAY FALLS ON A HOLIDAY, THE PRECEDING DAY SHALL BE PAYDAY. ALL EMPLOYEES effective July 1, 2016 WILL BE PAID BY DIRECT DEPOSIT ACORDING TO THE PROCEDURE ESTABLISHED BY THE **BOARD'S TREASURER**, AT THE BANK OF THEIR CHOICE.
- 19.2 PAYROLL DEDUCTION OF ASSOCIATION, STATE, LOCAL DUES, AND PEOPLE DEDUCTION SHALL BE AUTHORIZED BY COMPLETING A WRITTEN AUTHORIZATION AND SUBMITTING IT TO THE TREASURER BY OCTOBER 15TH. SUCH AUTHORIZATION SHALL REMAIN IN EFFECT UNLESS REVOKED IN WRITING AND A COPY SERVED TO THE TREASURER OF THE BOARD, THE TREASURER OF LOCAL 252, AND THE STATE ASSOCIATION. SUCH REVOCATION CAN ONLY BE DURING THE TEN (10) DAYS PRIOR TO OCTOBER 15TH OF THE YEAR IN WHICH THE CONTRACT EXPIRES. DEDUCTIONS SHALL BE IN SIXTEEN (16) EQUAL INSTALLMENTS BEGINNING WITH THE SECOND PAY IN OCTOBER. THE TREASURER SHALL TRANSMIT ALL DUES, ALONG WITH A LIST OF MEMBERS DEDUCTIONS, TO THE OAPSE STATE OFFICE THROUGH DIRECT DEPOSIT, THE ASSOCIATION AND ITS MEMBERS WILL HOLD HARMLESS THE BOARD, ITS MEMBERS, AND EMPLOYEES FROM ANY AND ALL CLAIMS WHICH MIGHT ARISE FROM THE IMPLEMENTATION OF THIS SECTION.
- 19.3 AGENCY SHOP
1. EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO FAILS VOLUNTARILY TO AUTHORIZE DUES DEDUCTIONS TO THE ASSOCIATION SHALL BE REQUIRED WITHIN SIXTY (60) DAYS FOLLOWING THE BEGINNING OF EMPLOYMENT, OR THE EFFECTIVE DATE OF THIS AGREEMENT, WHICH EVER IS LATER, TO PAY TO THE ASSOCIATION A FAIR SHARE FEE, WHICH SHALL NOT EXCEED THE DUES PAID BY MEMBERS OF THE ASSOCIATION WHO ARE IN THE BARGAINING UNIT COVERED BY THIS AGREEMENT; PROVIDED THAT ANY EMPLOYEE WHO HAS BEEN DECLARED EXEMPT FOR RELIGIOUS CONVICTIONS BY SERB SHALL NOT BE REQUIRED TO PAY SAID FAIR SHARE FEE. HOWEVER, SUCH EMPLOYEE SHALL PAY, IN LIEU OF SUCH FAIR SHARE FEE, ON THE SAME TIME SCHEDULE AS ASSOCIATION DUES ARE PAYABLE, AN AMOUNT OF MONEY EQUAL TO SUCH FAIR SHARE FEE TO A NON-RELIGIOUS CHARITABLE FUND EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE MUTUALLY AGREED UPON BY SUCH EMPLOYEE AND THE OAPSE STATE

TREASURER. SUCH EMPLOYEE SHALL FURNISH TO THE ASSOCIATION STATE TREASURER WRITTEN RECEIPTS EVIDENCING PAYMENT TO SUCH AGREED UPON NON-RELIGIOUS CHARITABLE FUND. FAILURE TO MAKE SUCH PAYMENT OR FURNISH SUCH RECEIPTS AS PROOF OF PAYMENT SHALL SUBJECT SUCH EMPLOYEE TO THE SAME SANCTIONS AS WOULD NON-PAYMENT OF UNION DUES PER THE AGREEMENT.

2. IN THE EVENT THE LAWS OF OHIO GOVERNING UNION SECURITY ARE CHANGED DURING THE TERM OF THIS AGREEMENT TO PERMIT OTHER FORMS OF UNION SECURITY, THE EMPLOYER AGREES TO MEET WITH THE ASSOCIATION, UPON ITS REQUEST, FOR THE PURPOSE OF NEGOTIATING A NEW UNION SECURITY PROVISION TO BE INCORPORATED IN THIS AGREEMENT.

19.4 THE BOARD AGREES TO DEDUCT FROM THE WAGES OF ANY EMPLOYEE WHO IS A MEMBER OF THE UNION A PEOPLE DEDUCTION AS PROVIDED FOR IN A WRITTEN AUTHORIZATION. SUCH AN AUTHORIZATION MUST BE EXECUTED BY THE EMPLOYEE AND MAY BE REVOKED BY THE EMPLOYEE AT ANY TIME BY GIVING WRITTEN NOTICE TO BOTH THE BOARD AND THE ASSOCIATION. THE BOARD AGREES TO REMIT ANY DEDUCTION MADE PURSUANT TO THIS PROVISION PROMPTLY TO THE ASSOCIATION TOGETHER WITH AN ITEMIZED STATEMENT SHOWING THE NAME OF EACH EMPLOYEE FROM WHOSE PAY SUCH DEDUCTIONS HAVE BEEN MADE AND THE AMOUNT DEDUCTED DURING THE PERIOD COVERED BY THE REMITTANCE.

19.5 IT IS SPECIFICALLY AGREED THAT THE BOARD ASSUMES NO OBLIGATION, FINANCIAL OR OTHERWISE, ARISING OUT OF THE PROVISIONS OF THIS ARTICLE, AND THE ASSOCIATION HEREBY AGREES THAT IT WILL INDEMNIFY AND HOLD THE BOARD HARMLESS FROM ANY CLAIMS, ACTIONS, OR PROCEEDINGS BY ANY EMPLOYEE ARISING FROM DEDUCTIONS MADE BY THE BOARD HEREIN.
ONCE THE FUNDS ARE REMITTED TO THE ASSOCIATION, THEIR DISPOSITION THEREAFTER SHALL BE THE SOLE AND EXCLUSIVE OBLIGATION AND RESPONSIBILITY OF THE ASSOCIATION.

ARTICLE 20 – VACATION AND HOLIDAY PAY

20.1 VACATION

EACH FULL-TIME TWELVE-MONTH EMPLOYEE, INCLUDING FULL-TIME, HOURLY RATE, AND PER DIEM EMPLOYEES, AFTER SERVICE OF ONE YEAR WITH THE BOARD, SHALL BE ENTITLED, DURING EACH YEAR THEREAFTER, WHILE

CONTINUING IN THE EMPLOY OF THE BOARD, TO VACATION LEAVE WITH FULL PAY, AS SET FORTH BELOW, EXCLUDING LEGAL HOLIDAYS:

| YEARS OF COMPLETE SERVICE | DAYS OF VACATION LEAVE |
|---------------------------|------------------------|
| 1-3 YEARS | 5 |
| 4-7 YEARS | 10 |
| 8-19 YEARS | 15 |
| 20 PLUS | 20 |

20.2 UPON SEPARATION FROM EMPLOYMENT, AN EMPLOYEE SHALL BE ENTITLED TO COMPENSATION AT THIS CURRENT RATE OF PAY FOR ALL LAWFULLY ACCRUED AND UNUSED VACATION LEAVE TO HIS CREDIT AT THE TIME OF SEPARATION, NOT TO EXCEED THE VACATION LEAVE ACCRUED TO HIS CREDIT FOR THE TWO (2) YEAR IMMEDIATELY PRECEDING HIS SEPARATION AND THE PRORATED PORTION OF HIS EARNED BUT UNUSED VACATION LEAVE FOR THE CURRENT YEAR. IN THE CASE OF DEATH OF A NON-TEACHING

SCHOOL EMPLOYEE, SUCH ACCRUED AND UNUSED VACATION LEAVE AND PRORATED PORTION FOR THE CURRENT YEAR SHALL BE PAID IN ACCORDANCE WITH SECTION 2113.04 OF THE OHIO REVISED CODE, OR TO HIS ESTATE.

20.3 HOLIDAY

ALL ELEVEN (11) AND TWELVE (12) MONTH EMPLOYEES ARE ENTITLED TO THE FOLLOWING HOLIDAYS FOR WHICH THEY SHALL BE PAID THEIR REGULAR SALARY OR THEIR REGULAR RATE OF PAY, PROVIDED EACH SUCH EMPLOYEE ACCRUED EARNINGS ON HIS OR HER NEXT PRECEDING AND HIS OR HER NEXT FOLLOWING SCHEDULED WORK DAYS BEFORE AND AFTER SUCH HOLIDAY OR WAS PROPERLY EXCUSED FROM ATTENDANCE AT WORK ON EITHER OR BOTH OF THOSE DAYS:

NEW YEAR'S DAY, MARTIN LUTHER KING DAY, MEMORIAL DAY,
INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAYS (2), CHRISTMAS EVE AND CHRISTMAS DAY, AND GOOD FRIDAY OF EACH YEAR

ALL REGULAR NON-TEACHING SCHOOL EMPLOYEES EMPLOYED ON A NINE (9) OR TEN (10) MONTH BASIS ARE ENTITLED TO THE FOLLOWING HOLIDAYS FOR WHICH THEY SHALL BE PAID THEIR REGULAR SALARY OR REGULAR RATE OF PAY, PROVIDED EACH SUCH EMPLOYEE ACCRUED EARNINGS ON HIS NEXT PRECEDING AND NEXT FOLLOWING SCHEDULED WORK DAYS BEFORE AND

AFTER SUCH HOLIDAYS OR WAS PROPERLY EXCUSED FROM ATTENDANCE AT WORK ON EITHER OR BOTH OF THOSE DAYS:

NEW YEARS' DAY

MARTIN LUTHER KING DAY
GOOD FRIDAY
LABOR DAY
THANKSGIVING DAYS (2) AND
CHRISTMAS DAY OF EACH YEAR.

REGULAR NON-TEACHING SCHOOL EMPLOYEES EMPLOYED LESS THAN NINE (9) MONTHS SHALL BE ENTITLED TO THOSE HOLIDAYS ENUMERATED IN THIS **SECTION WHICH FALL DURING THE EMPLOYEE'S TIME OF EMPLOYMENT.**

WHEN AN EMPLOYEE IS REQUIRED BY HIS OR HER RESPONSIBLE ADMINISTRATIVE SUPERIOR TO WORK ON ANY OF THE PAID HOLIDAYS, HE SHALL BE GRANTED COMPENSATORY TIME OFF FOR WHICH HE SHALL BE PAID HIS REGULAR SALARY OR AT HIS REGULAR RATE OF PAY FOR WORK PERFORMED ON A PAID HOLIDAY.

ARTICLE 21 – FUNERAL LEAVE

21.1 THE SUPERINTENDENT WILL GRANT UP TO FIVE (5) CONSECUTIVE DAYS (TO BE DEDUCTED FROM SICK LEAVE) WITH PAY FOR ALL EMPLOYEES WHO EXPERIENCE A DEATH IN THE IMMEDIATE FAMILY.

IMMEDIATE FAMILY IS DEFINED AS FOLLOWS:

| | |
|-----------------|-----------------|
| MOTHER | HUSBAND OR WIFE |
| FATHER | MOTHER-IN-LAW |
| SISTER | FATHER-IN-LAW |
| BROTHER | GRANDMOTHER |
| DAUGHTER | GRANDFATHER |
| SON | GRANDCHILDREN |
| STEPCHILDREN | STEP-BROTHER |
| STEP-SISTER | STEP-MOTHER |
| STEP-FATHER | DAUGHTER-IN-LAW |
| STEP-GRANDCHILD | SON-IN-LAW |

THE SUPERINTENDENT WILL GRANT UP TO THREE (3) CONSECUTIVE DAYS (TO BE DEDUCTED FROM SICK LEAVE) WITH PAY FOR ALL EMPLOYEES WHO EXPERIENCE A DEATH OF A BROTHER-IN-LAW, SISTER-IN-LAW, UNCLE OR AUNT.

21.2 THE SUPERINTENDENT MAY GRANT THIS LEAVE FOR THE DEATH OF OTHER PERSONS, WHERE SUCH LEAVE IS JUSTIFIED.

ARTICLE 22 – FOOD PERMIT

22.1 THE BOARD SHALL PAY ALL FOOD HANDLING PERMITS.

22.2 **THE BOARD SHALL ADOPT A POLICY REQUIRING THAT ANY TIME A SCHOOL'S KITCHEN IS IN USE THERE WILL BE AT LEAST ONE (1) COOK ON DUTY, AND THE RESPONSIBLE ORGANIZATION WILL PAY THE COOK AT HIS/HER REGULAR RATE OF PAY. FURTHER, THE REGULAR COOK AT THE EFFECTED SCHOOL WILL BE FIRST OFFERED THE TIME, AND IF NOT ACCEPTED, THEN ANY COOK MAY BE USED.**

22.3 CAFETERIA PERSONNEL WHO ARE REQUIRED TO WEAR UNIFORMS BY THE SUPERINTENDENT WILL WEAR ONLY SUPERINTENDENT APPROVED UNIFORMS TO WORK, AND THE BOARD WILL PAY UP TO \$175.00 PER YEAR TO THE EMPLOYEE TOWARDS THE COST OF UNIFORMS UPON PRESENTATION OF RECEIPTS. THE BOARD WILL MAKE THIS PAYMENT ONCE ANNUALLY DURING THE MONTH OF SEPTEMBER.

ARTICLE 23 – JURY/WITNESS DUTY

23.1 THE BOARD SHALL PAY AN EMPLOYEE AT THE REGULAR RATE OF PAY, REDUCED IN THE AMOUNT THE EMPLOYEE RECEIVED FOR JURY SERVICE, WHEN THE EMPLOYEE IS CALLED TO SERVE ON JURY DUTY. EMPLOYEES MUST TURN IN MONEY RECEIVED TO THE TREASURER FOR WITNESS LEAVE.

23.2. EMPLOYEES WILL NOT BE ELIGIBLE FOR WITNESS LEAVE INVOLVING PERSONAL OR FAMILY MATTERS BEFORE ANY COURT OR ADMINISTRATIVE BODY.

ARTICLE 24 – INSURANCE

24.1 THE BOARD AGREES TO PAY FOR FULL-TIME MEMBERS OF THE BARGAINING UNIT, EIGHTY-EIGHT PERCENT (88%) OF THE MONTHLY PREMIUM FOR COMPREHENSIVE MAJOR MEDICAL AND HOSPITALIZATION INSURANCE FOR

FULL-TIME EMPLOYEES IN THE BARGAINING UNIT WHO WORK SIX (6) OR MORE HOURS PER DAY FOR THEIR SCHEDULED DAYS OF THEIR CONTRACT. THE BOARD WILL PROVIDE FOR FULL-TIME BARGAINING UNIT MEMBERS A DENTAL AND VISION PLAN WITH THE BOARD PAYING EIGHTY PERCENT (80%) FOR A SINGLE OR FAMILY PLAN CHOSEN BY THE BARGAINING UNIT MEMBER WITH THE BARGAINING UNIT MEMBER PAYING TWENTY PERCENT (20%). BARGAINING UNIT MEMBERS HIRED AFTER JULY 1, 2013 WILL PAY TWENTY PERCENT (20%) OF THE PREMIUM FOR THE HEALTH INSURANCE PLAN THEY HAVE SELECTED AND THE BOARD WILL PAY THE REMAINING EIGHTY PERCENT (80%) OF THE PREMIUM OF THE SELECTED PLAN.

- 24.2 THE BOARD AGREES TO PAY THE FULL COST FOR \$50,000.00 LIFE INSURANCE FOR EACH EMPLOYEE. THE BOARD WILL ALSO PERMIT THE EMPLOYEES TO PICK UP AN ADDITIONAL AMOUNT OF INSURANCE AT THE SAME RATE AS GROUP.
- 24.3 EMPLOYEES ON APPROVED LEAVE OF ABSENCE SHALL RECEIVE INSURANCE BENEFITS, PAID BY THE BOARD AS SET FORTH IN ARTICLE 24.1 FOR THE BALANCE OF THE MONTH THAT THE LEAVE BEGINS AND FOR AN ADDITIONAL MONTH, AT WHICH TIME THE EMPLOYEE MAY HAVE CONTINUITY OF THEIR INSURANCE, AT THE GROUP RATE, SO LONG AS THE EMPLOYEE PAYS THE MONTHLY RATE CHARGED TO THE BOARD, PAYABLE IN ADVANCE, SUBJECT TO THE TERMS OF THE INSURANCE CONTRACT.

ANY EMPLOYEE INJURED WHILE IN THE COURSE OF HIS/HER EMPLOYMENT, **WHILE ON WORKERS' COMPENSATION OR ON AN APPROVED MEDICAL LEAVE** OF ABSENCE FOR THAT INJURY, SHALL RECEIVE INSURANCE BENEFITS, PAID BY THE EMPLOYER AS SET FORTH IN THIS ARTICLE, FOR A PERIOD OF UP TO ONE (1) YEAR BEYOND THE DATE OF INJURY.

- 24.4 THE BOARD SHALL CONTINUE TO PROVIDE AN INSURANCE POLICY AS APPROVED BY THE SOUTHERN OHIO SCHOOLS HEALTH CARE INSURANCE PURCHASING CONSORTIUM AT SUBSTANTIALLY THE SIMILAR LEVELS OF BENEFITS DURING THE TERM OF THE CONTRACT. THE BOARD SHALL PROVIDE A 125 CAFETERIA PLAN.
- 24.5 DOCK DAYS DEDUCTION BASED ON HEALTH INSURANCE PREMIUMS. THE **BOARD'S CONTRIBUTION WILL BE DIVIDED** BY THE NUMBER OF DAYS IN THE **EMPLOYEE'S CONTRACT TO ESTABLISH THE RATE AND ANY DAYS UNPAID** WILL HAVE THIS RATE REPAID TO THE BOARD.

ARTICLE 25 – GRIEVANCE PROCEDURE

- 25.1 THE PURPOSE OF THIS PROCEDURE IS TO SECURE, AT THE LOWEST POSSIBLE ADMINISTRATIVE LEVEL, EQUITABLE SOLUTIONS TO THE PROBLEMS WHICH MAY, FROM TIME TO TIME, ARISE CONCERNING THIS AGREEMENT. BOTH PARTIES AGREE THAT THESE PROCEEDINGS SHALL BE KEPT AS INFORMAL AND CONFIDENTIAL AS MAY BE APPROPRIATE.
- 25.2 ANY EMPLOYEE SHALL HAVE THE RIGHT, UPON REQUEST, TO BE REPRESENTED BY THE ASSOCIATION AT EACH STEP OF THE GRIEVANCE PROCEDURE. NO GRIEVANT MAY BE REQUIRED TO DISCUSS ANY GRIEVANCE IF THE ASSOCIATION REPRESENTATIVE IS NOT PRESENT. HOWEVER, ANY EMPLOYEE, OR GROUP OF EMPLOYEES (IN THE BARGAINING UNIT), SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES TO THE PROPER LEVEL AND TO HAVE SUCH GRIEVANCES ADJUSTED, AS LONG AS THE ADJUSTMENT IS NOT INCONSISTENT WITH THE AGREEMENT AND AN ASSOCIATION REPRESENTATIVE IS PRESENT OR IS NOTIFIED PRIOR TO THE ADJUSTMENT.
- 25.3 GRIEVANCES WILL BE PROCESSED AS RAPIDLY AS POSSIBLE WITH THE NUMBER OF DAYS INDICATED AT EACH STEP TO BE CONSIDERED AS MAXIMUM. THESE LIMITS UNDER UNUSUAL CIRCUMSTANCES MAY BE EXTENDED BY MUTUAL CONSENT.
- 25.4 ALL GRIEVANCES SHALL BE BROUGHT TO THE ATTENTION OF THE APPROPRIATE PRINCIPAL OR SUPERVISOR WITHIN FIVE (5) WORK DAYS OF THE INCIDENT OR FIVE (5) DAYS AFTER THE GRIEVANT COULD REASONABLY BE ASSUMED TO HAVE KNOWN OF THE EVENT OR ACTION GIVING RISE TO THE ALLEGED GRIEVANCE OR NOT LESS THAN TEN (10) WORKING DAYS AFTER THE EVENT OR THEY WILL NOT BE CONSIDERED AND SHALL BE DEEMED WAIVED.
- 25.5 DEFINITIONS
- A. **A "GRIEVANCE" IS DEFINED AS AN ALLEGED VIOLATION, MISINTERPRETATION, OR MISAPPLICATION OF A PROVISION OF THIS CONTRACT.**
 - B. **THE TERM "DAYS" WHEN USED IN THIS ARTICLE SHALL MEAN EMPLOYEE WORK DAYS.**
 - C. **"EMPLOYEE" SHALL MEAN ANY MEMBER OF THE BARGAINING UNIT, THE ASSOCIATION, OR ITS LOCAL CHAPTER.**

D. **"ADMINISTRATOR" SHALL MEAN IMMEDIATE SUPERVISOR, PRINCIPAL OF THE SCHOOL, OR THEIR DESIGNEE.**

E. **"GRIEVANT" SHALL MEAN AN EMPLOYEE OR GROUP OF EMPLOYEES.**

25.6 ANY EMPLOYEE HAS A RIGHT TO BE REPRESENTED IN THE GRIEVANCE PROCEDURE. THE EMPLOYEE SHALL BE PRESENT AT ANY GRIEVANCE DISCUSSION WHEN THE ADMINISTRATION AND/OR THE ASSOCIATION DEEMS IT NECESSARY. WHEN THE PRESENCE OF A GRIEVANT OR A KEY WITNESS AT A GRIEVANCE HEARING IS REQUESTED BY EITHER

PARTY, ILLNESS OR OTHER INCAPACITY OF THE EMPLOYEE OR KEY WITNESS SHALL BE GROUNDS FOR ANY NECESSARY EXTENSION OF GRIEVANCE PROCEDURE TIME LIMITS.

25.7 HEARINGS AND CONFERENCES UNDER THIS PROCEDURE SHALL BE CONDUCTED AT A TIME AND PLACE WHICH WILL AFFORD A FAIR AND REASONABLE OPPORTUNITY FOR ALL PERSONS, INCLUDING WITNESSES ENTITLED TO BE PRESENT, TO ATTEND, AND WILL BE HELD, INSOFAR AS POSSIBLE, AFTER REGULAR SCHOOL HOURS OR DURING NON-WORK TIME OF PERSONNEL INVOLVED. WHEN SUCH HEARINGS AND CONFERENCES ARE HELD, AT THE OPTION OF THE ADMINISTRATION, DURING SCHOOL HOURS, ALL EMPLOYEES WHOSE PRESENCE IS REQUIRED SHALL BE EXCUSED, WITH PAY, FOR THAT PURPOSE.

25.8 IT IS AGREED THAT ANY INVESTIGATION OR OTHER HANDLING OR PROCESSING OF ANY GRIEVANCE BY THE GRIEVING EMPLOYEE OR ASSOCIATION REPRESENTATIVES SHALL BE CONDUCTED SO AS TO RESULT IN NO INTERFERENCE WITH OR INTERRUPTION WHATSOEVER OF THE INSTRUCTIONAL PROGRAM AND RELATED WORK ACTIVITIES OF THE EMPLOYEE.

25.9 ALL EMPLOYEES SHALL HAVE THE RIGHT TO FILE GRIEVANCES UNDER THIS AGREEMENT WITHOUT REGARD TO MEMBERSHIP, OR NON-MEMBERSHIP, IN THE ASSOCIATION.

25.10 ALL GRIEVANCE MUST BE PROCESSED THROUGH THE GRIEVANCE PROCEDURE, AND, AFTER THE GRIEVANCE IS FILED, IT SHALL NOT BE AMENDABLE, BUT MAY BE WITHDRAWN BY THE GRIEVANT. UPON A GRIEVANCE BEING FILED FOR MORE THAN ONE EMPLOYEE, ALL ADVERSELY EFFECTED EMPLOYEES SHALL BE INCLUDED OR OTHERWISE WAIVED.

25.11 INFORMAL

AN ATTEMPT SHALL BE MADE TO RESOLVE ANY GRIEVANCE IN INFORMAL, **VERBAL DISCUSSION BETWEEN GRIEVANT AND EMPLOYEE'S ADMINISTRATOR.**

WITHIN TEN (10) DAYS OF THE TIME A GRIEVANCE ARISES, THE EMPLOYEE **WILL PRESENT THE GRIEVANCE TO EMPLOYEE'S ADMINISTRATOR**, THE ADMINISTRATOR AND THE EMPLOYEE AGREEING TO MEET AT A MUTUAL **TIME, MAKING AN ATTEMPT NOT TO DISRUPT THE EMPLOYEE'S WORK SCHEDULE.** WITHIN FIVE (5) DAYS AFTER THE PRESENTATION OF THE GRIEVANCE, THE ADMINISTRATOR WILL GIVE AN ANSWER ORALLY TO THE EMPLOYEE.

25.12 FORMAL

STEP ONE:

IF THE GRIEVANCE IS NOT RESOLVED INFORMALLY, THE EMPLOYEE MUST, **WITHIN FIVE (5) WORK DAYS AFTER RECEIPT OF THE ADMINISTRATOR'S** ORAL ANSWER, OR NOT LONGER THAN TWENTY (20) WORK DAYS FROM THE ALLEGED VIOLATION, SUBMIT TO THE ADMINISTRATOR A SIGNED WRITTEN STATEMENT OF GRIEVANCE ON THE OFFICIAL GRIEVANCE FORM WITH COPIES AS INDICATED ON FORM. THE STATEMENT OF GRIEVANCE SHALL NAME THE EMPLOYEE, OR GROUP OF EMPLOYEES, INVOLVED; STATE THE FACTS GIVING RISE TO THE GRIEVANCE; IDENTIFY ALL THE PROVISIONS OF THIS AGREEMENT ALLEGED TO HAVE BEEN VIOLATED BY APPROPRIATE REFERENCE; STATE THE CONTENTION OF THE EMPLOYEE WITH RESPECT TO THESE PROVISIONS; INDICATE THE SPECIFIC RELIEF OR REMEDY REQUESTED; AND SHALL BE DATED AND SIGNED BY THE EMPLOYEE INVOLVED. THE ADMINISTRATOR SHALL GIVE THE EMPLOYEE AN ANSWER IN WRITING NO LATER THAN FIVE (5) WORK DAYS AFTER RECEIPT OF THE WRITTEN GRIEVANCE WITH A COPY TO THE SUPERINTENDENT.

STEP TWO:

IF THE GRIEVANT IS DISSATISFIED WITH THE DISPOSITION OF THE GRIEVANCE AT STEP ONE, HE MAY SUBMIT THE GRIEVANCE TO THE SUPERINTENDENT OR HIS DESIGNEE WITHIN FIVE (5) DAYS OF THE STEP ONE REPORT, OR THE DATE THE REPORT WAS DUE. THE SUPERINTENDENT OR HIS DESIGNEE AND THE AGGRIEVED EMPLOYEE(S) AND HIS/THEIR REPRESENTATIVES MAY MEET WITHIN A REASONABLE TIME, NOT TO EXCEED TEN (10) DAYS IN AN ATTEMPT TO RESOLVE THE MATTER.

STEP THREE - MEDIATION

GRIEVANCES OF A NON-PRECEDENTIAL NATURE OR SUSPENSIONS OF FIVE (5) DAYS OR LESS MAY BE APPEALED BY THE UNION TO GRIEVANCE MEDIATION WITH FIFTEEN (15) WORKING DAYS OF THE ANSWER GIVEN. THE GRIEVANCE MEDIATION WILL BE CONDUCTED UNDER FEDERAL MEDIATION CONCILIATION SERVICES RULES FOR GRIEVANCE MEDIATION BEFORE A FEDERAL MEDIATOR FROM FMCS. GRIEVANCE RESOLUTIONS IN MEDIATION ARE NON-PRECEDENTIAL, AND MAY NOT BE CITED AS PRECEDENT IN FUTURE OR THE SAME GRIEVANCE(S). THE UNION MAY APPEAL UNRESOLVED GRIEVANCES WITHIN FIFTEEN (15) WORKING DAYS FROM THE CLOSE OF MEDIATION TO STEP FOUR.

STEP FOUR:

IF THE GRIEVANT IS DISSATISFIED WITH THE DISPOSITION OF THE GRIEVANCE AT STEP TWO, HE MAY APPEAL THE DECISION TO THE BOARD **WITHIN FIVE (5) DAYS AFTER RECEIPT OF THE SUPERINTENDENT'S DECISION,** OR THE DATE THE REPORT WAS DUE. THE APPEAL SHALL BE IN WRITING AND ACCOMPANIED BY A COPY OF THE DECISION AT STEP TWO. NO LATER THAN FIFTEEN (15) WORK DAYS AFTER RECEIVING THE APPEAL, THE BOARD SHALL HOLD A HEARING (OR MAY EXERCISE THE OPTION OF GOING DIRECTLY TO ARBITRATION IN STEP FOUR) IN THE GRIEVANCE AT A REGULAR OR SPECIAL MEETING.

ALL PERSONS LISTED IN STEP ONE SHALL HAVE A RIGHT TO PARTICIPATE IN THIS STEP. WITHIN FIVE (5) WORK DAYS AFTER THE HEARING, THE BOARD SHALL COMMUNICATE ITS DECISION IN WRITING, AND STATE ITS REASONS, IF REQUESTED, TO THE ASSOCIATION AND THE AGGRIEVED EMPLOYEE:

STEP FIVE:

IF THE GRIEVANCE IS NOT RESOLVED SATISFACTORILY WITH THE DECISION RENDERED AFTER THE REVIEW IN STEP THREE, THE GRIEVANCE MAY BE SUBMITTED FOR ARBITRATION. THE ASSOCIATION SHALL, WITHIN FIFTEEN (15) WORK DAYS AFTER THE RECEIPT OF THIS DECISION, OR THE DATE THE REPORT WAS DUE, NOTIFY THE SUPERINTENDENT OF ITS INTENT TO SUBMIT THE GRIEVANCE TO ARBITRATION.

THE PARTIES SHALL JOINTLY REQUEST THE FMCS OR AMS (ARBITRATION MEDIATION SERVICES) TO FURNISH A LIST OF AVAILABLE ARBITRATORS. AFTER RECEIPT OF SUCH LIST AND AN OPPORTUNITY TO CONSIDER THE NAMES, THE PARTIES SHALL NAME A MUTUALLY ACCEPTABLE ARBITRATOR, BY STRIKING ALTERNATELY, THE NAMES SUBMITTED. EITHER PARTY MAY

REQUEST ONE ADDITIONAL LIST IF THE LIST IS UNACCEPTABLE, THE PROCEDURE SHALL BE REPEATED WITH RESPECT TO ADDITIONAL LISTS UNTIL SUCH A DESIGNATION RESULTS. THE PARTIES REQUESTING AN ADDITIONAL LIST WILL BE RESPONSIBLE FOR COSTS OF THE NEW LIST. ANY PARTY CANCELLING AN ARBITRATOR SHALL BE RESPONSIBLE FOR ANY COSTS INCURRED IN THE CANCELLATION.

- 25.13 THE ARBITRATOR SHALL HAVE NO POWER TO ALTER, ADD TO, SUBTRACT FROM, DISREGARD, OR MODIFY ANY OF THE TERMS OF THIS AGREEMENT. HE SHALL HAVE NO POWER TO RULE ON ANY OF THE FOLLOWING:
- A. ANY CLAIM OR COMPLAINT FOR WHICH THERE IS ANOTHER REMEDIAL PROCEDURE SET FORTH OR ESTABLISHED BY LAW OR BY REGULATION HAVING THE FORCE OF LAW.
 - B. ANY MATTER INVOLVING EMPLOYEE EVALUATION, EXCEPT EVALUATION PROCEDURAL MATTERS.
- 25.14 **THE ARBITRATOR'S POWER SHALL BE LIMITED TO DECIDING WHETHER THE EXPRESS ARTICLES OF THIS AGREEMENT HAVE BEEN VIOLATED AND HE SHALL NOT THEREBY MANDATE CONTINUING OBLIGATIONS OR POLICY CHANGES BEYOND THE REMEDY FOR THE INDIVIDUAL GRIEVANT OR AFFECTING CONDITIONS PRIOR TO OR BEYOND THE LIFE OF THIS AGREEMENT.**
- 25.15 **THE ARBITRATOR'S DECISION**, IF WITHIN THE SCOPE OF HIS AUTHORITY AS SET FORTH ABOVE, SHALL BE FINAL AND BINDING ON THE ASSOCIATION, ITS MEMBERS, THE EMPLOYEE OR GROUP OF EMPLOYEES INVOLVED, AND THE BOARD, SUBJECT TO THE TERMS AND PROVISIONS OF THE OHIO REVISED CODE. NEITHER THE ASSOCIATION NOR ANY MEMBER OF THE BARGAINING UNIT SHALL ATTEMPT ANY OTHER MEANS TO BRING ABOUT THE SETTLEMENT OF ANY GRIEVANCE. THIS PROVISION SHALL NOT BAR EITHER PARTY FROM WITHDRAWING THEIR CASE PRIOR TO THE ARBITRATION HEARING.
- 25.16 THE FACT THAT THE GRIEVANCE HAS BEEN CONSIDERED BY THE PARTIES IN THE PRECEDING STEPS OF THE GRIEVANCE PROCEDURE SHALL NOT CONSTITUTE A WAIVER OF JURISDICTIONAL LIMITATIONS UPON THE ARBITRATOR IN THIS AGREEMENT.
- 25.17 NO NON-TENURED EMPLOYEE MAY USE THE GRIEVANCE PROCEDURE TO APPEAL A DECISION BY THE BOARD NOT TO RENEW HIS CONTRACT.
- 25.18 IF THE GRIEVANCE ARISES FROM AN ACTION OF AUTHORITY HIGHER THAN THE PRINCIPAL OF A SCHOOL, THE EMPLOYEE MAY PRESENT SUCH GRIEVANCE AT STEP TWO OF THIS PROCEDURE.

- 25.19 TIME LIMITS PROVIDED IN THIS ARTICLE MAY BE EXTENDED BY MUTUAL AGREEMENT WHEN SIGNED BY THE PARTIES.
- 25.20 FAILURE AT ANY STEP OF THIS PROCEDURE TO COMMUNICATE THE DECISION ON A GRIEVANCE WITHIN THE SPECIFIED TIME LIMITS SHALL BE DEEMED DENIED.
- 25.21 ANY GRIEVANCE NOT ADVANCED FROM ONE STEP TO THE NEXT WITHIN THE TIME LIMITS OF THAT STEP SHALL BE DEEMED RESOLVED BY THE **ADMINISTRATOR OR THE BOARD'S ANSWER AT THE PREVIOUS STEP.**
- 25.22 THE FEES AND EXPENSES OF THE ARBITRATOR SHALL BE PAID BY THE LOSING PARTY, IF THE LOSING PARTY CANNOT BE DETERMINED BY THE ARBITRATOR, HE WILL SPLIT THE COSTS EQUALLY BETWEEN THE PARTIES.

ARTICLE 26 – PROVISIONS CONTRARY TO LAW

- 26.1 IF ANY PROVISION OF THIS DOCUMENT OR ANY APPLICATION OF THE DOCUMENT TO ANY PERSON OR PERSONS SHALL BE FOUND CONTRARY TO LAW, THEN THE PROVISION OR APPLICATION SHALL BE DEEMED INVALID EXCEPT TO THE EXTENT PERMITTED BY LAW, BUT ALL OTHER PROVISIONS HEREOF SHALL CONTINUE IN FULL FORCE.

ARTICLE 27 – DURATION AND TERMS OF THIS AGREEMENT

- 27.1 THIS AGREEMENT SHALL BE EFFECTIVE ON JULY 1, 2016, AND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH JUNE 30, 2019.
- 27.2 THIS AGREEMENT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE BOARD AND THE UNION AND SETTLES ALL DEMANDS AND ISSUES WITH RESPECT TO ALL MATTERS SUBJECT TO COLLECTIVE BARGAINING. THEREFORE, THE BOARD AND THE UNION, FOR THE DURATION OF THIS AGREEMENT, WAIVE THE RIGHT, AND EACH AGREES THAT THE OTHER SHALL NOT BE OBLIGATED, TO BARGAIN COLLECTIVELY WITH RESPECT TO ANY SUBJECT OR MATTER WHICH IS SUBJECT TO COLLECTIVE BARGAINING WHETHER OR NOT SUCH SUBJECT OR MATTER IS SPECIFICALLY REFERRED TO HEREIN. ALL PAST PRACTICES ARE SPECIFICALLY DELETED UNLESS ADDRESSED HEREIN, AND FURTHER, SHALL HAVE NO IMPACT UPON THE TERMS AND INTERPRETATION OF THIS AGREEMENT.

ARTICLE 28 – WAGES AND SALARY SCHEDULE

28.1 THE BARGAINING UNIT EMPLOYEES ARE TO BE PAID WITH THE EFFECTIVE DATE OF THE AGREEMENT.

28.2 **TWELVE MONTH EMPLOYEES’ SALARY SHALL BE COMPUTED ON 260 DAYS** INCLUDING HOLIDAYS.

28.3 **NINE MONTH EMPLOYEES’ SALARY** SHALL BE COMPUTED ON 187 DAYS INCLUDING HOLIDAYS.

28.2 WAGES

THIS BOARD PROPOSES TO INCREASE THE HOURLY WAGE RATE BY FORTY-FIVE CENTS (45¢) JULY 1, 2016, THIRTY-FIVE CENTS (35¢) JULY 1, 2017, AND THIRTY CENTS (30¢) JULY 1, 2018.

ARTICLE 29 – NO STRIKE

29.1 THERE SHALL BE NO STRIKE, SLOW DOWN, OR WORK STOPPAGES SANCTIONED BY THE ASSOCIATION FOR THE DURATION OF THIS AGREEMENT.

ARTICLE 30 – DRUG FREE-WORKPLACE

30.1 THE BOARD SHALL ADOPT A POLICY WHICH IS IN COMPLIANCE WITH THE DRUG-FREE SCHOOLS AND COMMUNITIES ACT. ALL BARGAINING UNIT MEMBERS SHALL RECEIVE A COPY OF THE BOARD-ADOPTED RESOLUTION REGARDING A DRUG-FREE WORKPLACE. ALL BARGAINING UNIT MEMBERS ARE SUBJECT AND WILL PARTICPATE IN RANDOM DRUG TESTING.

30.2 ALL BARGAINING UNIT MEMBERS SHALL REFRAIN FROM THE UNLAWFUL USE, MANUFACTURE, DISTRIBUTION, OR POSSESSION OF DRUGS OR ALCOHOL WHILE ON DUTY, ON BOARD PREMISES OR AT ANY WORKPLACE. THE EMPLOYER SHALL PROVIDE A DRUG-FREE WORKPLACE IN-SERVICE FOR ALL BARGAINING UNIT MEMBERS.

30.3 FOR THE PURPOSE OF THESE PROVISIONS, THE FOLLOWING DEFINITIONS SHALL APPLY:

- A. **“DRUG ABUSE OFFENSES” SHALL BE** DEFINED AS THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OR ILLICIT DRUGS AND ALCOHOL.
- B. **“WORK PLACE” IS DEFINED AS ANY AREA UNDER THE CONTROL OF THE** BOARD OR AT ANY BOARD-SPONSORED ACTIVITY REGARDLESS OF LOCATION.

- C. **"ON DUTY" IS DEFINED AS REQUIRED ATTENDANCE AT THE WORKPLACE.**

- 30.4 A. ANY BARGAINING UNIT MEMBER WHO VIOLATES THESE PROVISIONS THROUGH HIS/HER UNLAWFUL USE OF ALCOHOL OR AN ILLEGAL DRUG SHALL BE GRANTED, UPON HIS/HER FIRST OFFENSE, THE RIGHT PARTICIPATING IN A REHABILITATION PROGRAM.
 - 1. BARGAINING UNIT MEMBER ENTERED INTO A REHABILITATION PROGRAM SHALL BE PERMITTED TO USE ANY SICK LEAVE TO PARTICIPATE TO THEIR CREDIT.
 - 2. ANY BARGAINING UNIT MEMBER WHO HAS EXHAUSTED HIS/HER SICK AND VACATION LEAVE SHALL BE GRANTED UNPAID LEAVE TO PARTICIPATE IN A REHABILITATION PROGRAM.

- B. **AFTER THE EMPLOYEE'S FIRST OFFENSE, DEPENDING ON THE SEVERITY OF THE OFFENSE THE EMPLOYEE WILL BE DISCIPLINED PURSUANT TO THE TERMS OF THE MASTER AGREEMENT.**

- C. ANY BARGAINING UNIT MEMBER CONVICTED OF UNLAWFUL SALE, DISTRIBUTION, AND/OR MANUFACTURE OF ILLICIT DRUGS SHALL BE DISCIPLINED IN ACCORDANCE WITH THE PROVISIONS OF THIS MASTER AGREEMENT.

ARTICLE 31 – DRUG TESTING

INTRODUCTION

31.1 THE GOAL AND INTENT OF THIS ARTICLE IS THE REHABILITATION AND ASSISTANCE OF THOSE FIRST-TIME OFFENDERS WHO HAVE DRUG PROBLEMS. HOWEVER, ACTION TAKEN AGAINST A BARGAINING UNIT MEMBER SHALL BE DETERMINED BY INDIVIDUAL CIRCUMSTANCES OF EACH CASE AND DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION.

31.2 AUTHORITY OF TESTING

- A. ONLY THE SUPERINTENDENT OR HIS DESIGNEE ACTING IN HIS ABSENCE MAY ORDER A DRUG TEST.

- B. ALL BARGAINING UNIT MEMBERS ARE SUBJECT TO ALCOHOL AND DRUG TESTING.

31.3 WHEN THE ADMINISTRATION HAS REASONABLE SUSPICION TO BELIEVE THAT:

1. AN EMPLOYEE IS BEING AFFECTED BY THE USE OF ALCOHOL; OR
2. HAS ABUSED PRESCRIBED DRUGS; OR
3. HAS USED ILLEGAL DRUGS,

THE SCHOOL ADMINISTRATION SHALL HAVE THE RIGHT TO REQUIRE THE EMPLOYEE TO SUBMIT TO ALCOHOL OR DRUG TESTING AS SET FORTH IN THIS AGREEMENT. THE SCHOOL ADMINISTRATION MAY ALSO REQUIRE THAT THE EMPLOYEES SELECTED RANDOMLY SUBMIT TO ALCOHOL OR DRUG TESTING TO ENSURE COMPLIANCE.

31.4 TESTING PROCEDURE

DETAILED TESTING PROCEDURES SHALL BE DEVELOPED BY THE SUPERINTENDENT TO:

1. POSITIVELY IDENTIFY BARGAINING UNIT MEMBER PRIOR TO TESTING;
2. PROVIDE FOR BARGAINING UNIT MEMBER PRIVACY AND SECURITY SAMPLES;
3. ESTABLISH IF A BARGAINING UNIT MEMBER IS TAKING ANY DRUG LEGITIMATELY UNDER SUPERVISION; AND
4. DEVELOP A TWO STEP TEST.

AT THE TIME THE SAMPLES ARE DRAWN, A SECOND SET OF SAMPLES SHALL BE TAKEN AND SEALED. SHOULD THE ORIGINAL TEST SHOW POSITIVE, THE SECOND SEALED SET OF SAMPLES SHALL BE RETAINED TO ALLOW FOR FURTHER TESTING IN THE EVENT OF A DISPUTE.

E. TESTING AGENT

THE LABORATORY SELECTED TO CONDUCT THE ANALYSIS WILL BE EXPERIENCED AND CAPABLE OF QUALITY CONTROL, DOCUMENTATION, CHAIN OF CUSTODY, TECHNICAL EXPERTISE AND DEMONSTRATED PROFICIENCY.

F. BARGAINING UNIT MEMBERS WILL BE GIVEN AN OPPORTUNITY FOR A REHABILITATION PROGRAM. A BARGAINING UNIT MEMBER CAN NULLIFY HIS RIGHTS BY FAILING TO PARTICIPATE IN SUCH PROGRAMS. NO BARGAINING UNIT MEMBER SHALL BE DISCHARGED WHO HAS AN ADDICTION TO ALCOHOL OR DRUGS WITHOUT THE OPPORTUNITY TO PARTICIPATE IN REHABILITATION.

1. BARGAINING UNIT MEMBERS ENTERED INTO REHABILITATION PROGRAMS SHALL BE PERMITTED TO USE ANY SICK OR VACATION LEAVE TO THEIR CREDIT.

2. ANY BARGAINING UNIT MEMBER WHO HAS EXHAUSTED HIS SICK AND VACATION LEAVE SHALL BE GRANTED UNPAID LEAVE TO PARTICIPATE IN REHABILITATION PROGRAMS.
- G. TESTS ON BARGAINING UNIT MEMBERS MAY BE ADMINISTERED OUTSIDE OF LAWRENCE COUNTY TO ASSURE PRIVACY AND CONFIDENTIALITY.

ARTICLE 32 – BUS DRIVERS

- 32.1 **THE BOARD WILL PAY FOR THE DRIVERS’ ABSTRACTS IF THEY ARE TURNED INTO THE CENTRAL OFFICE BY THE LAST WEEK OF THE SCHOOL YEAR.**
- 32.2 **THE BOARD WILL PAY THE COSTS OF ANY CDL’S THAT ARE RE-CERTIFIED OR RENEWED.**
- 32.3 THE BOARD AGREES WHEN A BARGAINING UNIT MEMBER IS REQUIRED BY THE BOAD TO DRIVE THEIR PERSONAL VEHICLE FOR A DRUG TEST, THE BARGAINING UNIT MEMBER WILL BE REIMBURSED AT THE BOARD ADOPTED RATE TO AND FROM THE TESTING LOCATION.

ARTICLE 33 – S.E.R.S. PICK-UP

- 33.1 **THE BOARD WILL IMPLEMENT THE S.E.R.S. “PICK-UP” UTILIZING THE SALARY REDUCTION METHOD OF CONTRIBUTIONS TO THE STATE EMPLOYEES RETIREMENT SYSTEM. THIS WILL RESULT IN A STATE AND FEDERAL TAX SAVINGS.**
- 33.2 THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO THE S.E.R.S. PICK-UP:
- 33.3 **THE AMOUNT TO BE “PICKED-UP” ON BEHALF OF EACH EMPLOYEE SHALL BE THE EMPLOYEE’S SHARE OR RETIREMENT REDUCING THE GROSS ANNUAL COMPENSATION AN EQUAL AMOUNT. THIS IS AT NO COST TO THE BOARD.**
- 33.4 THE PICK-UP PERCENTAGE SHALL APPLY UNIFORMLY TO ALL MEMBERS OF THE BARGAINING UNIT AS A CONDITION OF EMPLOYMENT.
- 33.5 NO EMPLOYEE COVERED BY THIS PROVISION SHALL HAVE THE OPTION TO ELECT A WAGE INCREASE OR OTHER BENEFIT IN LIEU OF THE EMPLOYEE PICK-UP.

- 33.6 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.
- 33.7 IF THE FOREGOING "PICK-UP" PROVISIONS ARE NULLIFIED BY SUBSEQUENT INTERNAL REVENUE SERVICE RULINGS, OHIO ATTORNEY GENERAL OPINIONS, OR OTHER GOVERNING REGULATIONS, THE BOARD WILL BE HELD HARMLESS AND THIS ARTICLE OF THE AGREEMENT SHALL BE DECLARED NULL AND VOID. THE BOARD SHALL THEN RETURN TO THE FORMER METHOD OF EMPLOYER/EMPLOYEE RETIREMENT SYSTEM CONTRIBUTION AS SOON AS NECESSARY.

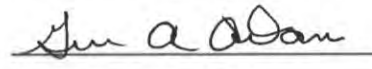
IN WITNESS WHEREOF, THE ROCK HILL BOARD OF EDUCATION AND THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES HAVE CAUSED THIS CONTRACT TO BE EXECUTED ON THIS 26th DAY OF April, 2016.

ROCK HILL BOARD OF EDUCATION

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES



PRESIDENT



PRESIDENT



WES HAIRSTON, SUPERINTENDENT



SECRETARY/TREASURER



CHRIS ROBINSON, TREASURER

 5-9-16

FIELD REPRESENTATIVE

APPROVED AS TO FORM:



Daniel P. Ruggiero, General Counsel
Cross Management Consulting Services, Inc.

APPROVED AS TO CONTENT

 6/29/16

Robert W. Cross, President
Cross Management Consulting Services, Inc.