



# **CONTRACT**

**BETWEEN THE**

**O.A.P.S.E. LOCAL 293**

**AND**

**PLAIN LOCAL  
BOARD OF EDUCATION**

10-31-2017  
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## ARTICLE I

### RECOGNITION AGREEMENT OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL 293 CLASSIFIED PERSONNEL

1. The Plain Local School District recognizes the Ohio Association of Public School Employees Local 293 AFSCME-AFL-CIO as the sole and exclusive bargaining agent for all employees in the bargaining unit for the following classifications: operation, maintenance, secretaries, health support assistant, cafeteria, office clerk, clerk secretary, library clerks, custodial helper and aides as per the salary schedule listing in Article XXV of this agreement. New classifications that may be created by the employer will also be subject to collective bargaining as required under 4117 of the Ohio Revised Code. Substitutes, Central Office personnel, and any other employees excluded under ORC 4117 shall not be eligible for membership in the bargaining unit.
2. The Local shall be granted the following sole and exclusive organizational rights:
  - a. To use school buildings for meetings as per existing Board policy.
  - b. To place Local communications in the mailboxes provided for each member.
  - c. To use the inter-school mail for Local communications.

- d. To have a designated bulletin board at each building for the purpose of union communications and postings.
3. Either the Local or the Board may initiate negotiations by letter of submission forwarded to the other party no less than sixty (60) days prior to the expiration date of the existing agreement. Within fifteen (15) days of transmittal of said submitted letter, the parties shall hold their first negotiation session. At any negotiation session, either party may be represented by no more than eight (8) representatives unless a mutual agreement of a larger amount is determined.
4. All matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between OAPSE Local #293 and the Plain Local Board of Education.
5. The Board and Local or their designee(s) shall meet in good faith with one another openly and fairly in a sincere effort to reach agreement. Discussion of issues shall continue for the purpose of developing counter proposals and avoiding impasse.
6. If an agreement is not reached within forty-five (45) days prior to the expiration of the Contract either party may declare impasse. Upon declaration of impasse by either party or parties, they shall request the use of mediation in efforts to reach an acceptable settlement. The parties shall request that a mediator be appointed by Federal Mediation and Conciliation Services whose rules and regulations shall govern the mediation. In the event there are expenses occurred

in securing and utilizing, such cost shall be shared by the Union and the Board, for services of the mediator.

7. In the event a new classification is established which is similar to those in the bargaining unit, the Board and the Union will meet as soon as practicable for the purpose of determining whether or not it should be included in the bargaining unit. If the parties are unable to reach agreement, the matter shall be referred to the State Employment Relations Board. If agreement is reached that the position should be included in the unit, or if SERB orders its inclusion, the parties shall meet as soon as practicable thereafter in order to negotiate an appropriate rate of pay.

## **ARTICLE II**

### **BOARD OF EDUCATION RIGHTS**

The Board of Education shall have the right to exercise all prerogatives and functions of the school and/or the Board except where these prerogatives or functions are specifically limited or restricted by the terms of this agreement.

The Board may employ an applicant conditionally until the results of a criminal records check have been completed. If the results of the criminal records check indicated that the individual has been found guilty or pleaded guilty to any of the offenses listed in R.C. 3319.31, the individual will be automatically terminated without proceedings found elsewhere within this document.

## **ARTICLE III**

### **INDIVIDUAL RIGHTS**

Both parties to this Contract agree:

1. The Board of Education and O.A.P.S.E. shall not discriminate with regard to race, color, religion, sex, national origin, ancestry, or marital status.
2. Members of the classified staff have the right to participate in professional and civic organizations for their personal benefit and interests.
3. Members of the classified staff have the right to exercise their constitutional rights, political involvement, without fear of reprisal or discipline.
4. Individuals have the right to join or not to join any employee association.
5. The Board agrees to grant two OAPSE delegates per year permission to attend the annual OAPSE conference without loss of salary. The employees must pay their own expenses.

## **ARTICLE IV**

### **PERSONNEL FILES**

1. All individuals have the right, upon reasonable notice, to view the materials in their personnel files with the Superintendent or his/her designee present. If an unfavorable statement or notation is in the file, the individual shall be given an opportunity to place a statement of rebuttal or explanation in his/her file.



2. All documents included in an individual's file shall be dated and identifiable as to source and a copy provided the individual prior to being placed in the file.
3. An individual may request and shall receive at his/her expense a reproduction of any item in his/her file.
4. Any complaint that results in information being reduced to writing and/or being used in employment decisions shall be called to the attention of the individual within a reasonable time. When known, the complaint shall be identified and the individual shall be afforded the opportunity to answer or rebut such complaint.

## **ARTICLE V**

### **O.A.P.S.E. 293 DUES**

1. The Board agrees to deduct from the salary of employees for the payment of dues to the Local and its affiliates such sums as are authorized in writing by each employee by October 10. Deductions shall be made in equal amounts of money at mutually acceptable dates. Such deductions shall be transmitted as per direction of the Treasurer of the Local within ten (10) calendar days of deduction.
2. Employees have the right to withdraw dues deduction authorization during the last two (2) weeks of August only by giving the President of Local 293, OAPSE State Office and the Treasurer written notification. It will then be Local 293's treasurer's responsibility to correspond with the treasurer at the Administration office.

## ARTICLE VI

### GRIEVANCE PROCEDURE

1. A grievance is a claim by a bargaining unit member or group of members involving an alleged violation, misinterpretation or misapplication of any provision(s) of this Contract.
2. A grievance procedure is a method by which an individual or group of individuals can express a complaint, problem, or dispute without fear of reprisal, and obtain a fair hearing at progressively higher levels. Said procedure shall provide democratic interpretation and application of personnel policies and practices.
3. A grievance shall be filed within thirty-five (35) working days following the incident that provoked the grievance.
4. All grievances shall be filed at the "lowest possible level". The "lowest possible level" means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
5. Except for the first step, before a grievance can move to the next level, the grievant must first discuss the grievance with the Grievance Committee for its evaluation. The Grievance Committee shall have full authority to process or deny any grievance.
6. Except for the first informal step, the grievant may be represented at any and all steps of the grievance procedure by the Association or its affiliates or by counsel. When a grievant is not represented by the

Association, the Association shall have the right to be present and to state its view at any stage of this procedure.

7. The grievant is not required to be represented by the Association or its affiliates or by counsel.
8. The fact that an individual files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers or other individuals in the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
9. Where applicable, before a grievance is taken to the next level, the Association has the option of withdrawing its support and the grievance procedure stops.
10. The grievant shall discuss the grievance with the Principal, or his/her immediate supervisor, who shall endeavor to effect a solution.
11. If a satisfactory solution is not effected in fifteen (15) working days, the grievant shall request a formal review of the grievance, in writing, with the Superintendent.
12. Within fifteen (15) working days of this request, the Superintendent shall hold a hearing on any grievance and will advise, counsel and take steps which are in his/her judgment desirable or necessary to effect a solution.

13. In case the above steps do not result in a solution within fifteen (15) working days satisfactory to the grievant, he/she may request the grievance be submitted to arbitration.
14. No individual shall be denied the right to legal advice and/or counsel.
15. A grievance may be withdrawn at any level without prejudice.
16. An arbitrator shall be selected by the Association Representative and the Board Representative. If the two parties cannot agree on the selection of the arbitrator within ten (10) working days of the receipt of the decision from the Board of Education, then the arbitrator shall be selected by the A.A.A. using their rules for such proceedings. The hearings shall be held within ten (10) working days of selection, if possible. The decision reached by the arbitrator shall be binding.

In cases, where the grievant has been charged with insubordination, if the arbitrator finds that insubordination did in fact occur, he/she shall be without any authority to modify the penalty imposed by the Board.

17. Upon receipt of the decision of the arbitrator, each party shall take official action within thirty (30) calendar days.
18. Both parties shall equally share all expenses of the arbitrator.

19. Working days are defined as calendar days exclusive of Saturdays, Sundays and legal holidays, whether or not school is in session.

## **ARTICLE VII**

### **INSURANCE**

In order to be eligible for insurance, an employee must be contracted for at least thirty (30) hours per week. Any employee who, on July 1, 2010, is regularly employed between twenty-five and thirty hours per week and participates in the insurance program, shall remain eligible for insurance.

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

Coverage: See Plan Booklet for COG adopted coverage information

#### **Medical**

- A. The Board will pay 85% of the premium.
- B. Stark County Schools Council

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

The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be consistent with those adopted by the COG.

D. Preferred Provider - Prescription Drugs

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

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be

direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.
4. The list of covered expenses shall be consistent with those adopted by the COG.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

### **Life Insurance**

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$70,000 for each employee.

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

In order to qualify for insurance, individuals must be regularly employed thirty (30) hours or more per week. Any employee who, on July 1, 2010, is regularly employed between twenty-

five (25) and thirty (30) hours per week shall remain eligible for the life insurance benefit.

Part-time employees shall receive \$12,000 Board paid life insurance.

### **Dental Insurance**

The Board shall provide dental coverage and pay 100% of the premium.

### **Section 125-Tax Shelter**

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

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

### **Premium Holidays**

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

### **Spousal Coverage**

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



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

### **Same Sex Marriage**

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

## **ARTICLE VIII**

### **SICK LEAVE**

1. Annual Allowance: Classified personnel shall be granted sick leave on the following basis: one and one-quarter (1-1/4) days for each completed month of service or fifteen (15) days for each completed year of service.
2. Accumulated Sick Leave: The maximum number of sick leave days accumulated shall be 355 days.
3. Upon approval of the Superintendent or his/her designee, employees may use sick leave for absence due to the following reasons:
  - a. personal illness (including emergency dental and medical appointments);
  - b. injury;
  - c. absence due to illness, injury or death in the employee's immediate family;
  - d. exposure to contagious disease which could be communicated to others;
  - e. for purposes of absence due to illness, injury or death in the employee's immediate family, "immediate family" shall be defined to include the employee's spouse, parent, child, brother, sister,

mother-in-law, father-in-law, stepparent, stepchild, foster child, foster parent, grandparent, domestic partner, legal guardian or other family member with personal responsibility in respect to illness or death. The Superintendent may request documentation for any absence of five consecutive work days or longer. Any absence longer than five consecutive days per immediate family member must be approved by the Superintendent. Absences for immediate family may not exceed 15 days total per school year without the permission of the Superintendent.

- f. Upon approval of the Superintendent, the provisions of sick leave may be extended.

## **ARTICLE IX**

### **CHILD CARE LEAVE**

An individual may request and shall be granted a Child Care Leave of Absence without pay or benefits on the conditions set forth below:

1. The Child Care Leave of Absence shall be for the balance of the school year in which the birth of the child occurs. For the purposes of this Article, the school year shall begin on July 1 of a given year.
2. The individual shall request such Leave in writing at least thirty (30) days prior to the date of its intended commencement.
3. The Leave shall be extended for one (1) additional school year upon request of the individual to the

Board made not later than April 1<sup>st</sup> preceding the year for which such Leave is requested.

4. When the individual desires to terminate such Leave, application for reinstatement shall be made by the individual by April 1<sup>st</sup> and the individual shall be reinstated at the beginning of the next school year.
5. Upon return from Child Care Leave, the individual shall be entitled to reinstatement with the same contractual status which was held prior to the Leave.
6. Where the group insurance policy permits, an individual on Child Care Leave may continue to participate in insurance benefits which are provided to other individuals if payment is made in advance by the individual at the group rate to the Board for such benefits.
7. An individual who is adopting a child shall be entitled to an unpaid Leave under this section and subject to these same conditions with the date the adopted child is received being equivalent to the date of birth referred to above.

## **ARTICLE X**

### **SEVERANCE PAY**

An employee who elects to retire from service in the Plain Local School District shall receive in one lump sum one-quarter (1/4) of the value of his/her accrued and unused sick leave to a maximum of seventy-one (71) days for the duration of the contract multiplied times his/her per diem rate at the time of retirement. In addition, the employee must have been accepted or be eligible to be accepted in his/her retirement

system and approved for retirement benefits within one year from the date of separation from the Plain Local School District. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accumulated by the employee at that time. An additional ten dollars (\$10) per day shall be paid for sick leave accumulated between two hundred (200) and two hundred fifty (250) days. An additional twenty dollars (\$20) per day shall be paid for sick leave accumulated above two hundred fifty (250) days. Severance payment shall be made in September following retirement.

If, at the time of death, a current employee is eligible for retirement and severance, full severance pay benefits shall be paid to the employee's beneficiary as stated on the group life insurance policy even if the employee has not retired.

## **ARTICLE XI**

### **VACANCIES**

The assignment, reassignment and transfer of individuals is the responsibility of the Superintendent of Schools. The assignment and reassignment will be made in accordance with the needs of the schools. The Union President will be informed of any assignment, reassignment of transfer within five (5) working days.

1. All openings, including new positions, within the classified staff represented by O.A.P.S.E. 293 will be posted except as noted below. Notices will be sent to the Building Representative and President and posted on the agreed bulletin board in each building. Employees interested in applying for same will be responsible for submitting their application in writing

to the Superintendent's office within four (4) working days following the posting.

Postings will include the job title, a copy of the current job description, the current pay range, number of hours/days to be contracted, work schedule, and location if known.

- a. Any vacancies that occur after the last day students are in session will be mailed to the O.A.P.S.E. 293 President and posted on the district website.
  - b. During the period August 1 through September 15, the requirement for postings may be waived upon mutual agreement by the Superintendent and O.A.P.S.E. President. Postings for aide positions only may be waived during the period of August 1 through September 30<sup>th</sup>.
  - c. For the purpose of this Article, a vacancy does not occur when an individual goes on Sick Leave, Disability Leave, Child Care Leave, Military Leave or Family Medical Act Leave.
  - d. The district will fill postings within sixty (60) days following the effective date. The district may rescind a posting based on financial need/reorganization.
2. The Superintendent determines when a vacancy occurs and who shall fill the vacancy.
  3. It is the desire of the Plain Local School District to provide opportunities for promotion of its employees. Whenever a vacancy or new position is created,

present employees will be given consideration. The following will be the basis for consideration:

Seniority  
Work Record  
Competency / Qualifications

Those people who apply will be notified in writing of the decision in reference to the position.

## **ARTICLE XII**

### **PERSONAL LEAVE**

1. Three unrestricted (3) days of Personal Leave will be available to each individual limited only as follows:
  - a. No more than ten percent (10%) of the staff can be out of a given building on Personal Leave on the same day.
  - b. The Building Principal must be given as much advance notice as possible prior to a Personal Leave day being taken. However, a minimum of two work days is required except in emergency situations.
  - c. Individuals shall make every effort to schedule appointments at times other than the scheduled work day.
  - d. Personal Leave cannot be used the day before or the day after a school holiday/break – including Labor Day, Thanksgiving, Winter Break, Martin

Luther King Day, Presidents Day, Spring Break,  
Good Friday, Easter and Memorial Day.

- e. Personal Leave cannot be used during the last two weeks of school without advance permission of the Superintendent.

### **ARTICLE XIII**

#### **ASSAULT LEAVE**

If any individual is assaulted while performing in the confines of his/her employment, or assignment of duties, the Board shall grant a Leave of Absence for the period so designated by the individual's physician not to exceed one (1) year. The Leave shall be granted with full pay and benefits accruing and usable and shall not be charged to Sick Leave or other Leave.

### **ARTICLE XIV**

#### **DUE PROCESS**

It shall be the practice of the Administration of the Plain Local School District to adopt a progressive, corrective actions policy. In all actions affecting the monetary status of an employee, he/she must first be notified, in writing, of any specific charges along with the time and place of a scheduled hearing.

At such hearing, the employee shall have the right to have a representative of O.A.P.S.E. in attendance to assist in the presentation of his/her case. In addition, witnesses may be called to testify. Witnesses who are employees of the school system shall lose no pay for participating in said hearing.

After reviewing the facts and evidence submitted, the Plain Local Administration shall provide copies of the written decision to the affected employee and O.A.P.S.E. representative, if requested by the employee.

## **ARTICLE XV**

### **REDUCTION IN FORCE**

1. The Board may terminate employment in case of retrenchment necessitated by financial exigency, reorganization, or other cause determined by the Board of Education.
2. The Superintendent shall announce when a reduction in force is necessary and seniority shall be the basis for terminating positions.
3. Seniority will be defined as length of continuous service including approved Leaves of Absence, if any, from the date of employment in the Plain Local School District. In the event of a tie, the date of employment by official Board action shall prevail, and then the first day of actual work, followed by lot.
4. When reduction in force becomes necessary it shall occur as follows;
  - a. Non-tenured shall be the first ones released.
  - b. Tenured shall be the last ones released.
5. The classified employee released shall be notified by certified mail and/or receipted methods.



6. Once announced, the Board shall provide a certified list to the Association on the order of recall.
7. A classified employee whose name appears on the Reduction in Force list shall be offered re-employment when a position becomes available. Classified employees shall be recalled in descending order of seniority. No new classified employees shall be employed by the Board while there are members of the classified staff on the Reduction in Force list.
8. Classified employees being recalled shall be notified by certified mail and have ten (10) working days from the date of receipt to respond affirmatively. It shall be the employee's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away from his/her address for more than five (5) working days.
9. If the classified employee fails to respond in the affirmative upon recall, he/she shall be removed from the recall list and the Board of Education shall have no further obligation.
10. The recall list shall be maintained for two (2) years.

## **ARTICLE XVI**

### **WORK SCHEDULES**

1. All hours worked in excess of forty (40) hours per week, shall be paid at time and one half the employees hourly wage. Employees required to work outside work schedules shall be paid a minimum of three (3) hours (Exception: See #6).

Any employee that is required to work on a paid Holiday shall receive their Holiday pay plus a minimum of two hours at their regular hourly wage for all hours required to work.

For overtime calculation purposes, Holidays shall be considered time worked when issuing overtime.

2. Employees working less than twelve (12) months shall be entitled to eight (8) paid holidays. They are: Labor Day, Thanksgiving, Christmas Day, New Year's Day, Memorial Day, and Martin Luther King Day and two to be assigned.

Employees working twelve (12) months shall have the following paid holidays: the last working day prior to New Year's Day, New Year's Day, Memorial Day, Good Friday, Thanksgiving, Friday after Thanksgiving, Christmas, last working day before Christmas, Labor Day, July Fourth, the Monday following Good Friday (in the event school is in session, another day will be mutually agreed upon), and Martin Luther King Day.

3. The vacation schedule shall be two (2) weeks per year for the first five (5) years of service in the Plain Local Schools and three (3) weeks per year for employees with five (5) to fifteen (15) years of service, with an additional day's vacation added for each additional year thereafter to a maximum of twenty (20) work days for twenty (20) years' experience. Employees will accumulate one additional day of vacation per year from twenty (20) years of service until twenty-five (25) years of service for a maximum of five (5) weeks per year for employees with twenty-five (25) or more years of service.

4. The head custodian is responsible for the total custodial program of the individual building. This responsibility entails daily checks of the building, including holidays and weekends. It also requires changes in hours to meet specific program requirements. In order to facilitate the time requirements, head custodians have a normal work day of seven and one-half (7-1/2) hours. The two and one-half (2-1/2) hours time requirement that is less than the normal custodian schedule is to provide time for building checks. In the event it becomes necessary for another custodian to fulfill the building check requirements due to illness or vacation of the head custodian, they will be paid two (2) hours overtime for each day. The head custodial daily schedule is to remain consistent over the entire contract year including summer and other school vacation periods.

The head and assistant head building custodian will be required to attend up to 20 hours of inservice outside the regular work schedule as determined by the Superintendent or his/her designee. The registration and travel fees shall be paid for by the Board of Education.

The head elementary building custodian will be paid a responsibility factor of one-thousand nine-hundred twenty-five (\$1,925) effective July 1, 2010.

The assistant head high school custodian will be paid a responsibility factor of \$1,650.

The head middle school building custodian will be paid a responsibility factor of \$2,200.

The head high school building custodian will be paid a responsibility factor of \$3,850.

It is understood that part of the responsibility factor paid to the head building custodians is to cover any overtime that attendance at inservices cost.

5. If it becomes necessary for a regular employee to fulfill the responsibility of another position that is paid at a higher rate, the regular employee will be placed on the salary schedule as per experience upon completion of four (4) weeks' work in the higher position.
6. Whenever it becomes necessary to assign extra time in a building, seniority within the individual building staff will be the basis for assignment.
7. The head building secretary will be required to attend 10 hours of inservice outside the regular work schedule as determined by the Superintendent or his/her designee. The registration and travel fees shall be paid for by the Board of Education.

The head elementary building secretary will be paid a responsibility factor of \$990.

The head secondary building secretary will be paid a responsibility factor of \$1,106.

It is understood that part of the responsibility factor paid to the head building secretary is to cover any overtime that attendance at inservices cost.

8. The office clerk/clerk secretary position will be defined as a person who is hired as a clerk and is

permanently assigned to the main office as a secretary for at least two (2) hours a day.

9. Accumulated compensatory time may be used upon the approval of the Superintendent or his designee prior to the start of the next contract year.
10. The Superintendent may reduce work schedules to include additional holidays.
11. Catering Events: District events using Plain Local lunch room services shall be assigned on a rotation schedule based on district cafeteria seniority. Rate of pay for each event will be based on each employee's individual current rate of pay. Rules for overtime will apply. A signed letter of intent will need to be received by the Food Service Director the first school day of every school year by each interested employee. The rotation schedule will be active from the first day of school of current year through the first day of school the following year. If he/she refuses, they shall move to the bottom of the seniority list.

## **ARTICLE XVII**

### **TUITION-FREE ATTENDANCE**

Children of members of the bargaining unit may attend the Plain Local Schools tuition-free as long as the increase in students due to this clause does not necessitate the employment of additional staff.

Admission shall only be at the beginning of the school year.

## **ARTICLE XVIII**

### **DRUG-FREE WORKPLACE**

1. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
2. The conviction, guilty, or no contest plea of an employee for unlawfully possessing, using, manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

## **ARTICLE XIX**

### **EVALUATION**

The classified staff will be evaluated at least once a year using an evaluation instrument mutually agreed upon by the Superintendent and O.A.P.S.E. 293 President.

## **ARTICLE XX**

### **TAX SHELTERED ANNUITIES**

Changes may be made in tax sheltered annuities effective January 1 and July 1.

If additional restrictions to meet concerns dealing with IRS limits on tax sheltered annuities are necessary, they shall become effective upon signing by the Superintendent and Association President.

## **ARTICLE XXI**

### **SMOKE-FREE WORKPLACE**

No smoking or use of tobacco products may be used in school buildings or on school grounds. The cost of nicotine patches shall be covered by insurance or paid by the Board.

The Board will reimburse any employee who is covered by the district health insurance program for the cost of smoking cessation materials up to a lifetime maximum of \$200. The reimbursement will be made following the presentation of original receipts to the Treasurer's Office along with a written statement verifying that the smoking cessation materials are for the district employee. Reimbursement will not be made for sales tax on said materials.

## **ARTICLE XXII**

### **FAMILY MEDICAL LEAVE ACT**

If an employee takes unpaid leave granted under this Article for a reason covered by the Family Medical Leave Act, the first twelve (12) weeks of the contractual leave shall be administered under the provisions of the FMLA.

The Board shall provide a copy of the policy on FMLA in the library of each building.

## **ARTICLE XXIII**

### **STUDENT CUSTODIANS**

It shall be the responsibility of the administration to select and evaluate student workers.

Head Custodians may be requested to provide feedback regarding student custodian performance.

Student custodians and student workers must be active students in either a high school or college program within the last six (6) months.



## ARTICLE XXIV

### CLASSIFIED SALARY SCHEDULE EFFECTIVE JULY 1, 2017

| <b>AREA POSITION</b>                          | <b>0</b> | <b>1</b> | <b>2</b> | <b>3</b> |
|---|----------|----------|----------|----------|
| <b>OPERATION</b>                              |          |          |          |          |
| Custodian                                     | 34,324   | 34,809   | 35,806   | 38,798   |
| Custodian, Head Middle School                 |          |          |          | 40,687   |
| Custodian, Head Elementary                    |          |          |          | 40,373   |
| Custodian, Asst. Head Sr. High                |          |          |          | 40,058   |
| Custodian, Head Senior High                   |          |          |          | 42,577   |
| Custodian Helper                              | 10.37    | 10.55    | 10.82    | 11.56    |
| <b>MAINTENANCE</b>                            |          |          |          |          |
| Custodian, Maintenance                        | 37,795   | 38,295   | 39,281   | 41,685   |
| Maintenance Helper                            | 10.37    | 10.55    | 10.82    | 11.56    |
| <b>EDUCATIONAL SECRETARY</b>                  |          |          |          |          |
|   | 14.38    | 15.04    | 15.75    | 16.59    |
| <b>LIBRARY</b>                                |          |          |          |          |
| Library Clerk Secretary                       | 12.86    | 13.36    | 13.86    | 14.81    |
| Library Clerk Elementary                      | 12.86    | 13.36    | 13.86    | 14.81    |
| Office Clerk/Clerk Secretary                  | 12.86    | 13.36    | 13.86    | 14.81    |
| <b>INSTRUCTIONAL AIDE</b>                     |          |          |          |          |
|   | 12.05    | 12.53    | 12.92    | 13.54    |
| <b>MH/SBH/ESL/SPECIAL<br/>ASSIGNMENT AIDE</b> |          |          |          |          |
|   | 13.28    | 13.84    | 14.28    | 14.97    |
| <b>NON-INSTRUCTIONAL AIDE</b>                 |          |          |          |          |
|   | 11.54    | 12.07    | 12.53    | 13.07    |
| <b>HEALTH SUPPORT ASSISTANT</b>               |          |          |          |          |
|   | 17.20    | 17.94    | 18.53    | 19.45    |

**AREA POSITION****0      1      2      3****CAFETERIA**

|                     |        |        |        |        |
|---------------------|--------|--------|--------|--------|
| Lunch Room Aide     | 10.70  | 11.34  | 12.13  | 13.42  |
| Hourly              | 10.70  | 11.34  | 12.13  | 13.42  |
| Worker              | 14,261 | 14,767 | 15,513 | 16,698 |
| Elementary, Head    |        |        |        | 20,961 |
| Middle School, Head |        |        |        | 21,886 |
| Senior High, Head   |        |        |        | 25,516 |

- 3% in FY18

**CLASSIFIED SALARY SCHEDULE  
EFFECTIVE JULY 1, 2018**

| AREA POSITION                                 | 0      | 1      | 2      | 3      |
|---|--------|--------|--------|--------|
| <b>OPERATION</b>                              |        |        |        |        |
| Custodian                                     | 35,011 | 35,505 | 36,522 | 39,574 |
| Custodian, Head Middle School                 |        |        |        | 41,501 |
| Custodian, Head Elementary                    |        |        |        | 41,181 |
| Custodian, Asst. Head Sr. High                |        |        |        | 40,859 |
| Custodian, head Senior High                   |        |        |        | 43,428 |
| Custodian Helper                              | 10.58  | 10.76  | 11.04  | 11.79  |
| <b>MAINTENANCE</b>                            |        |        |        |        |
| Custodian, Maintenance                        | 38,551 | 39,061 | 40,066 | 42,518 |
| Maintenance Helper                            | 10.58  | 10.76  | 11.04  | 11.79  |
| <b>EDUCATIONAL SECRETARY</b>                  |        |        |        |        |
|   | 14.67  | 15.34  | 16.07  | 16.92  |
| <b>LIBRARY</b>                                |        |        |        |        |
| Library Clerk Secretary                       | 13.12  | 13.63  | 14.14  | 15.11  |
| Library Clerk Elementary                      | 13.12  | 13.63  | 14.14  | 15.11  |
| Office Clerk/Clerk Secretary                  | 13.12  | 13.63  | 14.14  | 15.11  |
| <b>INSTRUCTIONAL AIDE</b>                     |        |        |        |        |
|   | 12.29  | 12.79  | 13.18  | 13.81  |
| <b>MH/SBH/ESL/SPECIAL<br/>ASSIGNMENT AIDE</b> |        |        |        |        |
|   | 13.55  | 14.11  | 14.56  | 15.27  |
| <b>NON-INSTRUCTIONAL AIDE</b>                 |        |        |        |        |
|   | 11.77  | 12.31  | 12.79  | 13.33  |
| <b>HEALTH SUPPORT ASSISTANT</b>               |        |        |        |        |
|   | 17.54  | 18.29  | 18.91  | 19.84  |
| <b>CAFETERIA</b>                              |        |        |        |        |
| Lunch Room Aide                               | 10.91  | 11.56  | 12.37  | 13.69  |
| Hourly  | 10.91  | 11.56  | 12.37  | 13.69  |
| Worker  | 14,546 | 15,062 | 15,823 | 17,032 |
| Elementary, Head                              |        |        |        | 21,380 |
| Middle School, Head                           |        |        |        | 22,324 |
| Senior High, Head                             |        |        |        | 26,026 |

- 2% in FY19

**CLASSIFIED SALARY SCHEDULE  
EFFECTIVE JULY 1, 2019**

| AREA POSITION                                 | 0      | 1      | 2      | 3      |
|---|--------|--------|--------|--------|
| <b>OPERATION</b>                              |        |        |        |        |
| Custodian                                     | 35,711 | 36,215 | 37,252 | 40,366 |
| Custodian, Head Middle School                 |        |        |        | 42,331 |
| Custodian, Head Elementary                    |        |        |        | 42,004 |
| Custodian, Asst. Head Sr. High                |        |        |        | 41,676 |
| Custodian, head Senior High                   |        |        |        | 44,297 |
| Custodian Helper                              | 10.79  | 10.98  | 11.26  | 12.02  |
| <b>MAINTENANCE</b>                            |        |        |        |        |
| Custodian, Maintenance                        | 39,322 | 39,842 | 40,867 | 43,389 |
| Maintenance Helper                            | 10.79  | 10.98  | 11.26  | 12.02  |
| <b>EDUCATIONAL SECRETARY</b>                  |        |        |        |        |
|   | 14.97  | 15.64  | 16.39  | 17.26  |
| <b>LIBRARY</b>                                |        |        |        |        |
| Library Clerk Secretary                       | 13.38  | 13.90  | 14.42  | 15.41  |
| Library Clerk Elementary                      | 13.38  | 13.90  | 14.42  | 15.41  |
| Office Clerk/Clerk Secretary                  | 13.38  | 13.90  | 14.42  | 15.41  |
| <b>INSTRUCTIONAL AIDE</b>                     |        |        |        |        |
|   | 12.54  | 13.04  | 13.45  | 14.09  |
| <b>MH/SBH/ESL/SPECIAL<br/>ASSIGNMENT AIDE</b> |        |        |        |        |
|   | 13.82  | 14.40  | 14.86  | 15.58  |
| <b>NON-INSTRUCTIONAL AIDE</b>                 |        |        |        |        |
|   | 12.00  | 12.56  | 13.04  | 13.60  |
| <b>HEALTH SUPPORT ASSISTANT</b>               |        |        |        |        |
|   | 17.89  | 18.66  | 19.28  | 20.23  |
| <b>CAFETERIA</b>                              |        |        |        |        |
| Lunch Room Aide                               | 11.13  | 11.80  | 12.61  | 13.96  |
| Hourly  | 11.13  | 11.80  | 12.61  | 13.96  |
| Worker  | 14,837 | 15,363 | 16,139 | 17,373 |
| Elementary, Head                              |        |        |        | 21,808 |
| Middle School, Head                           |        |        |        | 22,771 |
| Senior High, Head                             |        |        |        | 26,547 |

- 2% in FY20

1. After ten (10) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019 and \$550 in 2019-2020.
2. After fifteen (15) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019 and \$550 in 2019-2020.
3. After twenty (20) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019 and \$550 in 2019-2020.
4. After twenty-five (25) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019 and \$550 in 2019-2020.
5. A uniform allowance of one hundred fifty (\$150) dollars for cafeteria workers shall be paid once a year in June.
6. \$400 lump sum paid no later than the first pay of May of each contract year to employees contracted 30 or more hours each week and \$200 lump sum paid to employees contracted less than 30 hours each week.
7. Longevity shall be paid in a lump sum payment by the first pay of December for all pay classifications.

**ARTICLE XXV**

**CLASSIFIED WORK SCHEDULE  
2017 – 2020**

| <b>POSITION</b>                    | <b>Number<br/>of<br/>Months</b> | <b>Number<br/>of<br/>days</b> | <b>Daily<br/>Hours</b> |
|------------------------------------|---------------------------------|-------------------------------|------------------------|
| Custodian                          | 12                              | 260                           | 8                      |
| Maintenance Custodian              | 12                              | 260                           | 8                      |
| Instructional Aide                 |                                 | 186                           | 6-8                    |
| Non-Instructional Aide             |                                 | 186                           | 2-8                    |
| Lunch Room Aide                    |                                 | 186                           |                        |
| Hourly Worker                      |                                 | 186                           | 2-5                    |
| Cafeteria Worker                   |                                 | 193                           | 6                      |
| Cafeteria, Head Elementary         |                                 | 193                           | 7                      |
| Cafeteria, Head Middle School      |                                 | 193                           | 7                      |
| Cafeteria, Head High School        |                                 | 193                           | 8                      |
| Educational Secretary Elementary   |                                 | 212                           | 8                      |
| Educational Secretary Secondary    |                                 | 232                           | 8                      |
| Library Clerk Elementary           |                                 | 186*                          | 7                      |
| Library Clerk Secondary            |                                 | 212                           | 8                      |
| Office Clerk                       |                                 | 212                           | 2 – 8                  |
| Clerk Secretary                    |                                 | 212                           | 2 – 8                  |
| MH/SBH/ESL/Special Assignment Aide |                                 | 186**                         | 6-8                    |

\*Four (4) additional days may be assigned by the building principal

\*\*Up to six (6) additional days may be assigned by the Superintendent

## ARTICLE XXVI

### EFFECTS OF CONTRACT

1. The terms of this Contract shall be effective July 1, 2017 through and including June 30, 2020.
2. If any provision of this Contract conflicts with any federal or state law now or hereinafter enacted or issued such provision shall be inoperative but the remaining provisions hereof shall continue in effect. Should any provision become inoperative either party may request a meeting to be held within ten (10) days to renegotiate such provisions.
3. This Contract represents the entire Agreement between the parties. Neither party shall be required to negotiate during its term on any subject, including what could be considered, in the absence of this waiver, to be mandatory subjects of bargaining, otherwise requiring mid-term negotiations.
4. If during the term of this agreement the Board is required by law to negotiate mid-term, the parties will meet to negotiate within thirty (30) days.

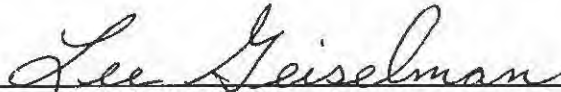
In the event an agreement is not reached, the Board is not required to participate in the dispute resolution process prior to board action on any changes in terms and conditions of employment not contained in this Agreement.

ARTICLE XXVII

SIGNATURE PAGE



Field Representative, Local 293  
Ohio Association of Public School Employees  
AFSME / AFL-CIO



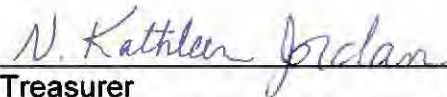
President, Local 293  
Ohio Association of Public School Employees  
AFSME / AFL-CIO



Secretary, Local 293  
Ohio Association of Public School Employees  
AFSME / AFL-CIO



President  
Board of Education, Plain Local School District



Treasurer  
Board of Education, Plain Local School District