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AGREEMENT

**Between
the**

THE KINGS LOCAL SCHOOL DISTRICT

BOARD OF EDUCATION

and the

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

**AND ITS LOCAL #027
(Classified)**

July 1, 2017-June 30, 2020

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ARTICLE 1 - TERM

- 1.1 This Contract shall become effective with its execution through June 30, 2020.

ARTICLE 2 - RECOGNITION AND DEFINITIONS

- 2.1 The Board recognizes the Ohio Association of Public School Employees and its Local # 27 as the exclusive representative of all employees in the bargaining unit as hereinafter described. The bargaining unit includes all full-time and regular short-hour employees in the following positions or classifications:

Full-hour and short-hour non-teaching employees including:

Teachers Aide, Study Hall Monitor, Nurse Aide, Special Needs Paraprofessional/Pre-school Teaching Assistant, Study Hall Monitor, In-school Suspension, Lunch Recess Aide.

HVAC Service Controls Technician

Head Custodian High School

Head Custodian/Maintenance, Custodian.

Food Service Assistant, Central Head Cook, Head Cook, Food Service Floater, Cook/Cashier, Food Van Driver.

Building Principal's Secretary, Computer Secretary, Guidance Office Coordinator, General Secretary, Data Specialist EMIS.

District Maintenance, Maintenance Helper, Lead Grounds Maintenance, Assistant Grounds Maintenance (12-Month), Assistant Grounds Maintenance (9-Month).

Technology Aide, Media Aide.

- 2.2 The following positions are excluded from the bargaining unit: Child Care Aides, Superintendent's Secretary, Assistant Superintendent's Secretary, Account Clerks, Accountant, Business Manager's Secretary, Food Service Director, Child Care Supervisor, confidential employees, management level employees, supervisors, professional employees, and all other employees including substitutes.
- 2.3 The term "Board," as used in this Agreement, shall refer to the Board of Education of the Kings Local School District, Kings Mills, Ohio, and person(s) authorized to act on its behalf.
- 2.4 The term "employee," as used in this Agreement, shall refer to those persons included in the bargaining unit.
- 2.5 The term "Superintendent," as used in this Agreement, shall refer to the Superintendent and/or the Superintendent's Designee.
- 2.6 The term "OAPSE" as used in this Agreement, shall refer to the Ohio Association of Public School Employees, Local #027, and person(s) authorized to act on its behalf.

- 2.7 The term "exclusive representative," as used in this Agreement, refers to the employee organization certified or recognized as an exclusive representative under Section 4117.05 of the ORC.
- 2.8 Reference to days shall refer to calendar days unless otherwise indicated.
- 2.9 Reference to years shall be the school year, which shall run July 1 to June 30.

ARTICLE 3 - ASSOCIATION DUES CHECKOFF

- 3.1 The Board agrees to deduct from the wages of Association members for the payment of dues to the Association, upon presentation of a written authorization individually executed by an employee. Once an authorization has been given by the employee, the Board will continue to withhold Association dues for the life of the contract and as long as the Association is the exclusive representative under the appropriate provisions of ORC Chapter 4117.

Notwithstanding, the continuous deduction provision of the above paragraph, any employee of the Board who is having Association dues deducted from his/her pay may discontinue dues deduction by notifying the Treasurer's office and the OAPSE State Office in Columbus at 6805 Oak Creek Drive, Columbus, Ohio 43229 in writing postmarked between September 1, 2018, and September 11, 2018 of his/her intention to do so.

- 3.2 The Association agrees to indemnify and save harmless the Board against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Association to the Board.
- 3.3 All dues shall be collected in twenty-four (24) equal deductions and shall be submitted to the State Treasurer monthly with a list of those employees for whom payment is made, amount deducted, and a copy of the list shall be submitted to the Local #027 Treasurer.
- 3.4 PEOPLE deduction - the employer 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 authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the State Union Treasurer. The employer agrees to remit any deductions made pursuant to this provision promptly to the State Union Treasurer together with an itemized statement showing the names of each employee from whose pay such deduction has been made, and the amount deducted during the period covered by the remittance.
- 3.5 In the event that the Union provides proof that at least 85% of the total number of people in the bargaining unit are dues paying members of the Union as of September 15 of any year, then in that event, the Board will implement fair share fee from that date until the expiration of the contract.

ARTICLE 4 - COVERAGE

- 4.1 During negotiations on a successor contract, the Association shall have the right to bargain on the issues of wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement when bargaining on a successor contract.

ARTICLE 5 - PROCEDURE FOR CONDUCTING NEGOTIATIONS

- 5.1 Meeting Times - Meetings shall be scheduled so as not to interfere with the normal work schedule whenever possible. If scheduled during work hours, up to five (5) employee members of the negotiating committee will be paid by the Board for time spent in negotiations; but only for straight time hours they would have otherwise worked. Each team shall consist of no more than five unit members which shall designate a spokesperson who shall not count as one of the five. All negotiations shall be conducted exclusively by said teams.
- 5.2 Authority - While no final agreement shall be executed without ratification by the Association, and adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counter proposals; and to make concessions in the course of negotiations so as to reach agreement.
- 5.3 Caucus - Either team may call for a caucus at any time.
- 5.4 Item Agreement - As items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered as a final agreement by the parties.
- 5.5 Agreement - When an agreement is reached through negotiations, the outcome will be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted first to the Association for ratification and then to the Board if the Association approves the agreement. When adopted by the Board, the agreement shall become part of the official Board minutes. Said Agreement shall be signed by the Board's representative and by the Association's representative.
- 5.6 Impasse - If an impasse develops between the parties, either of the parties may request that the matter be submitted to federal mediation. The request for mediation shall be forwarded to the appropriate office of the Federal Mediation and Conciliation Service.

The assigned Commissioner shall have the authority to call and conduct meetings between the two parties in order to secure an agreement. Mediation shall last for 30 calendar days from the parties' first meeting with the mediator. If no agreement is reached during the mediation period, the impasse procedure shall be deemed to have been completed and an ultimate impasse shall exist.

The Association and the Board agree that this impasse procedure constitutes the parties mutually agreed upon alternative dispute settlement procedure and replaces the statutory impasse procedures of Ohio Revised Code 4117.

ARTICLE 6 - NON DISCRIMINATION

No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion or marital status and to the extent prohibited by law, no person shall be discriminated against because of race, sex, age or physical handicap.

ARTICLE 7 - OAPSE MEETINGS AND CONFERENCES

- 7.1 Authorized delegates shall be permitted to attend the annual OAPSE Conference without loss of pay. The total cumulative number of days allowed will be no more than six days total during any calendar year. Notification of delegate status and intent to attend said meeting shall be presented to the Superintendent of Schools at least two (2) weeks prior to the meeting date.

- 7.2 The Association may use school facilities, the bulletin boards, copier, telephone, facsimile machine, e-mail and the school mail for appropriate activities of the Association with prior approval of the school principal or the Superintendent. The Association will reimburse the District for costs associated with the use of the copier at the same rate charged Local 498 and KEA.
- 7.3 Any classified employee wishing to attend an OAPSE Local meeting during his/her regular working hours may do so providing that he/she obtains approval of the building principal, and any time that he/she spends in the meeting is made up during the same shift that the meeting takes place by making up the time before or after his/her regular shift.
- 7.4 Agendas shall be sent to the OAPSE Local President immediately prior to any Board meeting. Any addendum to the Board meeting will be available to the OAPSE Local President immediately preceding the opening of the Board meeting.
- 7.5 In addition, duly authorized representatives will be released for grievances, discipline meetings, etc., if scheduled during said authorized representative's work hours with no loss of pay. The Association will notify the Employer as to who the authorized representatives are by June 30 each year.
- 7.6 The Board shall supply the Association a current copy of Board Policy. Modifications and changes shall be sent to the Association Local President, and available on the Board's Official internet website.
- 7.7 The Union President, and/or OAPSE State Representative, or the Local Union Steward of the Union may conduct conferences with the classified staff members at a time when it does not interfere with the employee's daily work schedule.

New Employee Orientation

The Union shall be permitted to speak with new employees for a period of no more than fifteen (15) minutes to discuss Union Membership and Benefits. This meeting shall take place on paid time, in private, and on the new employees' first day of work or at the next most reasonable opportunity.

The Union shall be permitted to hold one meeting during opening day convocation.

The Local Union Steward of the Union in each individual school will have the use of a bulletin board located in an area reserved for such employees for posting Union business and information.

The Union's representatives shall have the right to use Board owned equipment and buildings for Union business providing such requests do not interfere with the basic instructional program.

The Union President shall receive a seniority list with updates and hire dates upon request.

The Board Policy Book is maintained electronically and is available online via the District web page. Copies of the monthly Board agenda are sent to the Union President, any changes in Board Policy are listed on the agenda.

ARTICLE 8 - EVALUATIONS

- 8.1 Classified personnel shall be evaluated yearly, by May 1st, by his/her immediate supervisor using an evaluation form approved by the Board and shall be based upon his/her work performance, other related areas and ability to function effectively in the assigned position. The evaluation shall be applied in a consistent and uniform manner.

- 8.2 A copy of each evaluation shall be reviewed with the employee with a copy given to the employee at the conclusion of the evaluation session. Each supervisor and employee shall sign the evaluation form. The signature by either party does not constitute approval or disapproval but only that the evaluation has been reviewed. An employee may present written comments which shall be dated and entered as an attachment to the evaluation form. The employee shall have the right to be accompanied at a meeting for an evaluation appeal by a representative of the union.
- 8.3 The employee shall have the right to appeal the evaluation in writing through the grievance procedure. The grievance procedure, in this instance, will end with the level that indicates appeal to the Superintendent of Schools. The decision of the Superintendent shall be final. The written appeal shall be within ten (10) working days of the date of the evaluation.
- 8.4 The employee shall have the right to be accompanied at a meeting for an evaluation appeal by a representative of the union.
- 8.5 An employee shall sign his/her completed evaluation before it is put into any file. If the employee refuses to sign, it may be placed in the file without the employee's signature.
- 8.6 Past evaluations will be deleted from an employee's personnel file after five (5) years from the date of the evaluation.

ARTICLE 9 - PHYSICAL EXAMINATIONS

- 9.1 Should the Board of Education require a physical examination as a condition of employment, the cost of the physical examination shall be provided by the Board of Education.

In addition, employees may be required to take an annual Mantoux PPD Test for Tuberculosis and if required to do so, it shall be at the Board's expense.

ARTICLE 10 - TRAINING/IN-SERVICE

- 10.1 Classified employees shall be reimbursed by the Board for approved fees and expenses for seminars, classes, and workshops that will further the employment development of the employee. Attendance shall be directly related to the employee's regular duties. Application for approval to attend shall first be submitted on a professional leave form to the employee's supervisor subject to final approval by the Superintendent.
- 10.2 All classified employees will be notified at least one week before each mandatory in-service is held.
- 10.3 In the event the in-service is canceled, notification shall be given to all affected employees at least twenty-four (24) hours in advance, if at all possible.
- 10.4 If employees are required to attend an in-service, the length of the in-service shall be uniform in length within a classification (i.e., the in-service for cafeteria workers shall be the same length regardless of the number of hours a cafeteria worker is regularly scheduled to work on a day). The pay for in-service days shall be extra.

ARTICLE 11 - JOB DESCRIPTIONS

- 11.1 The Board shall have the authority to devise and write all job descriptions for each job classification employees are employed in under this Agreement. The Association shall be furnished a copy of each job description for each job classification employees are employed in under this Agreement.
- 11.2 Prior to the Board changing any job description for any job classification for employees who are employed under this Agreement, the Board's designee shall first notify the Association at least ten (10) days prior to change and shall consult with the OAPSE President/Designee concerning the content of the job description. The Committee will be responsible for reviewing, modifying and/or providing input and recommendations in regards to job descriptions. The Superintendent shall make the final determination on all job descriptions.

ARTICLE 12 - SUPPORT BELTS/UNIFORMS

The Board shall supply support belts for all employees whose job duties require lifting. Each employee supplied with a belt shall wear the support belt when lifting or other strenuous work is being performed.

If the Board requires a classification of employees to wear a specific uniform on the job, the Board shall pay the full cost of the uniforms or provide the uniforms to the employees.

The Board will provide reimbursement for work shoes/safety shoes not to exceed one hundred twenty-five dollars (\$125.00). Reimbursement will be made within thirty (30) days submission of the receipt. (Maintenance, Grounds). Head Custodians, and the Food Van Driver.

ARTICLE 13 - TERMS AND CONDITIONS OF EMPLOYMENT

Upon employment by the Board into a regular bargaining position, but not a substitute position, each new employee shall receive a one year contract, and if the length of employment is for less than a full school year, the employee shall receive a contract for the remainder of that school year. If the Board elects to re-employ the individual upon completion of his/her first contract, it shall be for a period of two (2) years. However, if the Board elects to re-employ an individual upon completion of his/her first contract, and the first contract was for six (6) months or less, the subsequent contract shall be for a period of one (1) year instead of two (2) years. In such an instance, the employee would then be eligible for a two (2) year contract at the completion of this one (1) year contract.

If the Board elects to re-employ the person after the completion of a two year contract, the employee shall receive a continuing contract.

Every new employee that is hired as a regular full/part-time employee will serve a ninety (90) day probationary period during the first contract. During the probationary period, the employee will not be subject to the progressive discipline procedures of this contract and may be dismissed by the Board in its sole discretion without cause and without the necessity of following 3319.081 of the Ohio Revised Code. This probationary period provision shall supersede and replace the provisions of 3319.081 of the Ohio Revised Code during the ninety (90) day period.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.1 Definition/General Provisions
 - A. The Board recognizes that, in the interest of effect personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on the grievance. Such procedures shall be available to all employees and no reprisals, of any kind, shall

be taken by the Board or by the Union against any employee choosing to initiate, participate in, or withdraw a grievance.

- B. Grievance - A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the contract entered into between the Board of Education and the Union.
- C. Purpose - The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept informal and confidential at all levels of the procedure.
- D. Grievant - A unit employee or group of employees or the Union who has/have allegedly been harmed by a violation, misinterpretation or misapplication of the contract.
- E. All correspondence concerning a grievance shall be placed in a separate file and not that of the grievant(s).
- F. A grievant(s) may be accompanied by a union representative at all steps of the procedure.
- G. Day(s) - Day(s) shall be defined to be postal delivery days.
- H. All grievance hearings will be scheduled during the Board's regular work hours. The grievant(s) will be paid by the Board when attending a grievance hearing during the employee's regularly scheduled hours of work.
- I. All time lines may be mutually extended by written agreement.
- J. A grievance may be initiated at Step 3 when the subject is not within the realm of responsibility or control of the immediate supervisor or Principal..

14.2 Grievance Procedure

A. Step One A bargaining unit employee having a grievance shall first discuss such grievance in person with his/her supervisor. The employee shall advise the supervisor at the start of the conference that this is Step One of the grievance procedure. Failure to notify the supervisor of that fact shall constitute a violation of the grievance procedure.

B. Step Two If the discussion does not resolve the grievance to the satisfaction of the grievant, such grievant will have the right to lodge a written grievance with his/her supervisor. If such grievance is not lodged within ten (10) days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived. The written grievance will be on the appropriate form and will contain a concise statement of the facts upon which the grievance is based and a reference to specific provision of the Contract allegedly violated, misinterpreted or misapplied.

The grievant will have a right to request a hearing with the supervisor. Such hearing shall be at a time mutually agreeable to the grievant and the supervisor and held within ten (10) days of the request.

The supervisor shall take action on the written grievance within ten (10) days after the receipt of said grievance, or, if a hearing is requested, within ten (10) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to

writing with copies sent to the grievant, Association and Superintendent.

C. Step Three

If the action taken by the supervisor does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Superintendent. Failure to file such appeal, within ten (10) days from receipt of the written response of the supervisor's action on said grievance, shall be deemed a waiver of the right to appeal and the grievance will be void. Upon request, a hearing shall be conducted by the Superintendent, or his/her designee, within ten (10) days after the receipt of the request or a mutually agreeable date. The grievant shall be advised in writing of the time, place and date of such hearing.

The Superintendent, or his/her designee, shall take action on the appeal of the grievance within ten (10) days after receipt of the appeal, or, if a hearing is requested, within ten (10) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Association, and the supervisor.

D. Step Four

If the action taken by the Superintendent or his/her designed Representative does not resolve the grievance to the satisfaction of the employee, such employee and/or Union may appeal in writing to mediation. The notice of mediation shall be sent to the Superintendent or his/her designated Representative. Failure to file such appeal within ten (10) working days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of any right of further appeal. Prior to proceeding to arbitration, mediation must occur, and be completed unless the Board and the Association mutually agree to waive mediation. The mediation step will be in effect prior to arbitration. The Association and the Board shall mutually agree to share any mediator's charge and administrator expenses equally. The parties shall use the Federal Mediation and Conciliation Service for the mediation of said grievances.

E. Step Five

If the Grievant is not satisfied with the suggestion for resolving the grievance received in Step 4 (mediation), either party may proceed to arbitration. The notice of appeal to arbitration must be sent to the Superintendent or his/her designee. Failure to file such appeal within (10) working days from the grievants receipt of the written response at Step 4 shall be deemed a waiver of the right to appeal further to arbitration.

The Union and the Superintendent will jointly submit a request to the Federal Mediation and Conciliation Service (FMCS). The parties shall select an arbitrator from a list provided by the Federal Mediation and Conciliation Service in accordance with its rules. The party against whom the arbitrator rules shall pay the expenses of the arbitrator. Each party will be responsible for the fees and expenses of its representatives.

The arbitrator shall conduct a hearing. The arbitrator's decision shall be binding on both parties. The arbitrator shall expressly confine himself/herself to the precise issues submitted to arbitration and will

have no authority to determine any other issue not so submitted to him/her.

ARTICLE 15 - PROGRESSIVE DISCIPLINE

- 15.1 Disciplinary Procedure - Standards of progressive discipline shall be applied in normal circumstance in the administration of employee correction. If the infraction is of a severe nature, any or all of these steps may be waived. "Just Cause" shall be applied to all discipline. The progressive steps are as follows:

A. Discovery Conference;

A.1 Before an employee receives any form of discipline the following process shall occur:

- 1. Arrangements shall be made for a DISCOVERY conference. The Employee shall be notified of the purpose of the conference and the right to bring a representative of his/her choice to the conference. The circumstances shall be explored with the employee allowing for time to respond and provide explanation of the incident.*
- 2. Following the conference, the Superintendent OR DESIGNEE may issue THE FOLLOWING:*

a. A WRITTEN SUMMATION OF THE DISCOVERY CONFERENCE TO DOCUMENT THAT FACTS OF THE DISCUSSION TO BE HAND DELIVERED TO THE EMPLOYEE. THIS SUMMATION IS NOT DISCIPLINARY IN NATURE AND COPIES WILL BE MAINTAINED BY THE EMPLOYEE AND THE PRINCIPAL, AND NOT PLACED IN THE EMPLOYEE'S PERSONNEL FILE. (form to be included in contract)

A.2 The DISCOVERY conference shall precede any discipline as stated in Article. 15 Except in circumstances where removal from duties may be necessary. In such case, the employee shall be placed on a paid administrative leave until such time that a conference can be held and appropriate discipline determined.

B. Written reprimand;

C. 1 to 5 day(s) suspension without pay;

D. Termination.

Any employee disciplined shall be given written notice of the specific reasons and a predetermination hearing. Notice of such predetermination hearing must be given at least forty-eight (48) hours in advance of the hearing. Any suspension or discharge under the provisions of 15.1 shall be accomplished at the discretion of the Superintendent after the employee is provided an informal due process hearing before the Superintendent. The progressive discipline provisions contained herein shall supersede and replace the disciplinary provisions contained in Ohio Revised Code, Section 3319.081.

- 15.2 An employee disciplined or discharged may request a union representative to be present during any hearing. A representative will be present for any adjustment.
- 15.3 All written disciplinary materials, disciplinary personnel actions, accident reports, and letters of reprimand may be removed from an employee's personnel file after three (3) years.

If an employee is absent for more than seven (7) "occurrences" in a work year, beginning with the seventh occurrence, the following discipline may be administered at the Superintendent's discretion:

- A. 7th occurrence, employee receives conference summary.
- B. 8th occurrence, employee receives written reprimand.
- C. 10th occurrence, employee receives one (1) day suspension without pay.
- D. 11th occurrence, employee receives more three (3) days suspension without pay.
- E. After the 12th occurrence, the Board may consider additional suspensions up to and including termination.

Definition of "occurrence": $\frac{1}{2}$ day = $\frac{1}{2}$ day occurrence; $\frac{1}{4}$ day = $\frac{1}{4}$ day occurrence; 1 day = 1 day occurrence unless used consecutively. Consecutive days absent from work as a result of illness or injury will count as a single occurrence. Absences from work for any of the following reasons shall not be considered an occurrence:

- A. Vacation;
- B. Personal leave for reasons other than illness;
- C. Religious observances;
- D. Bereavement leave;
- E. As determined by Superintendent or designee;
- F. Union leave;
- G. FMLA leave;
- H. Professional leave.

The work year will be defined to be July 1st through June 30th for the purpose of this provision. Each July 1st all employees shall start a new zero occurrences balance and discipline shall start at the beginning of the progression table.

All discipline procedures related to this provision shall supersede the procedures and due process requirements prescribed by Ohio law. An employee may appeal discipline under this provision only through the grievance process provided in Article 14. Any employee disciplined under this provision shall be given the right to an informal hearing and their representative with the Superintendent or his/her designee at least twenty-four (24) hours prior to receiving a reprimand, suspension or termination. At such meeting the employee may provide written notice and/or documentation as to their illnesses and the purpose or the reason for the use of prior sick leave. Notification of such hearing shall be in writing, not less than forty-eight (48) hours prior.

The Board reserves the right to accelerate discipline measures when an employee fraudulently reports the use of sick leave.

The Board shall also reserve the right to discipline an employee if an employee's use of sick leave over a period of years constitutes a pattern of abuse and/or excessive abuse which prevents the employee from performing the essential functions of his or her job.

- 15.4 It is agreed and understood that disciplinary procedures will apply to and may be implemented for absenteeism which is unrelated to serious illness of the employee's or immediate family members if the employee has been advised there is a problem with his/her attendance and is directed to improve the attendance but fails to do so. The Board will then be authorized to implement the progressive discipline procedures outlined in this article.

ARTICLE 16 - PERFORMANCE OF WORK IN ANOTHER CLASSIFICATION

- 16.1 If any employee is required to perform work in another classification or position, such employee shall receive their regular rate or the rate of the other classification or position, whichever is higher. The higher rate of the other classification or position at the employee's step level will be paid for all hours worked in the other classification or position beginning on the first work day in that classification or position. It is understood and agreed that the pay for performing work in other classifications shall not apply if an employee voluntarily performs work as a substitute outside of their classification. The School District's rate of pay for a substitute shall be the applicable rate of pay.
- 16.2 All jobs performed by a unit member shall count as one single employment with the Kings Board of Education for purposes of determining contractual or statutory benefits.

ARTICLE 17 - HOURS/OVERTIME

- 17.1 The Board shall pay an employee for overtime at wage rate of one and one-half (1 ½) the employee's regular straight time for all assigned and approved hours physically worked in excess of forty (40) hours in one week. In addition, holidays, calamity, and professional days shall count as time worked for overtime purposes.
- 17.2 Employees called into work will receive a minimum of two (2) hours pay during a forty (40) hour work week. Employees will receive fifteen minutes, minimum, for remote on-call work.
- 17.3 Distribution of Overtime - Overtime or extra work opportunities will be distributed on a seniority rotation basis starting with the most senior in the classification and work site that overtime or extra hours occur.

At the beginning of the school year, a rotation list will be created in the order of seniority and opportunities for extra work/overtime will be offered to the person at the top of the rotation list. A refusal counts as an opportunity worked and the person will move to the bottom of the list.

The rotation list will be on a continuous rotation basis. The exception to this is that less than forty hour employees will be assigned extra hour opportunities on a rotational basis before forty hour people are included in the rotation. All bookkeeping procedures regarding this section are to be maintained by the bargaining unit and made available to the Superintendent as requested. This section is not subject to the grievance procedure as defined in this agreement.

For the purpose of overtime/extra time, those employees in food service will be considered one classification.

- 17.4 An employee may accumulate and use a maximum of sixteen (16) hours each school year (July 1 thru June 30) comp time in lieu of overtime pay. These hours may be taken at times mutually agreeable to the supervisor and the employee.

ARTICLE 18 - CALAMITY DAY

- 18.1 All bargaining unit employees shall be paid for time lost for up to five (5) days when the schools or location(s) in which they are employed are closed or delayed due to an emergency, bad weather, or other public calamity. Employees required to work on the first five (5) work days that school has been closed/delayed due to the reasons above, shall be paid in addition, their regular rate of pay for hours worked. If schools are closed for days six (6), seven (7), or eight (8), employees may use personal leave or sick leave or at the discretion of their supervisor may choose to come into to work. If schools are closed more than eight (8) days, these days will be made up.
- 18.2 Any employee who has requested and has been granted sick leave, personal leave, or vacation on a day which has been declared a calamity day will not be charged with sick leave, personal leave, or vacation on that date.

ARTICLE 19 - SENIORITY

- 19.1 Seniority shall be defined as the length of continuous service from the most recent date of hire with the Board of Education. Medical, maternity, military leave, layoff or any other Board approved leave shall not constitute a break in service; however, no credit may be earned during the absence.

A seniority list will be provided to the OAPSE President by October 15 of each year.

- A. If two or more employees have the same length of continuous service, seniority will be determined by:
1. The date of the Board meeting at which the employee was hired, then,
 2. The date of application from which the employee was hired, then,
 3. The date the employee actually started work
 4. The highest of the last four digits of their social security number.
- B. Job classification seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification.
- C. Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time or employees subject to the terms of this Agreement. Only full-time or regular short hour employees shall accumulate seniority.
- D. For the purpose of job bid procedures, as noted in this article, the classification shall be as follows:
1. ASSISTANTS (GROUP)
 - a. CLASSIFICATIONS:
 1. *Special Needs Paraprofessional, Pre-school Teaching Assistant
 2. *Study Hall Monitor, In-School Suspension
Teacher's Aide
Study Hall Monitor, In-School Suspension Monitor
 3. Nurse Aides

4. Lunch/Recess Aide

2. CUSTODIANS (GROUP)

a. CLASSIFICATIONS:

1. High School Head Custodian
2. Head Custodian/Maintenance (can bid down)
3. *Custodian, Custodian (9 Month)

3. CAFETERIA (GROUP)

a. CLASSIFICATIONS:

1. Food Service Assistant
2. Central Head Cook (can bid down)
3. Head Cook (can bid down)
4. Cook-Cashier, Food Service Floater
5. Food Van Driver

4. SECRETARIES (GROUP)

a. CLASSIFICATIONS:

1. *Building Principal's Secretary (can bid down to 4.)
2. Computer Secretary; Guidance Office Coordinator (can bid down to 4.)
3. Data Specialist EMIS
4. General Secretary

5. MAINTENANCE (GROUP)

a. CLASSIFICATIONS:

1. HVAC Service Controls Technician
2. District Maintenance, Maintenance Helper
3. Lead Grounds Maintenance, (Can Bid Down)
4. Assistant Grounds Maintenance (12-Month), Assistant Grounds Maintenance (9-Month)

6. TECHNICAL (GROUP)

a. CLASSIFICATIONS:

1. Technology Aide,
2. Media Aide

* These classifications can move either way laterally.

- E. If two or more employees have identical classification seniority date, date of system seniority shall be used in determining order of seniority.

ARTICLE 20 - VACANCIES, POSTINGS, PROMOTIONS

- 20.1 Vacancies - When vacancies occur in the classifications listed below, those vacancies will be filled according to the procedures outlined in this provision.

A. ASSISTANTS (GROUP)

a. CLASSIFICATIONS:

1. *Special Needs Paraprofessional, Pre-School Teaching Assistant
2. *Study Hall Monitor, In-School Suspension Teacher's Aide
Study Hall Monitor, In-School Suspension Monitor
3. Nurse Aides
4. Lunch/Recess Aide

B. CUSTODIANS (GROUP)

a. CLASSIFICATIONS

- High School Head Custodian
1. Head Custodian/Maintenance (can bid down)
2. *Custodian, Custodian (9 Month)

C. CAFETERIA (GROUP)

a. CLASSIFICATIONS:

1. Food Service Assistant
2. Central Cook (can bid down)
3. Head Cook (can bid down)
4. Cook-Cashier, Food Service Floater
5. Food Van Driver

D. SECRETARIES (GROUP)

a. CLASSIFICATIONS:

1. Building Principal's Secretary (can bid down to 4)
2. Computer Secretary, Guidance Office Coordinator (can Bid down to 4)
3. Data Specialists, EMIS
4. General Secretary

E. MAINTENANCE (GROUP)

a. CLASSIFICATIONS:

1. HVAC Service Controls Technician
2. District Maintenance, Maintenance Helper
3. Lead Grounds Maintenance (Can Bid Down)
4. Assistant Grounds Maintenance (12 Month), Assistant Grounds Maintenance (9 Month)

F. TECHNICAL (GROUP)

a. CLASSIFICATIONS:

1. Technology Aide,
2. Media Aide

* These classifications can move either way laterally.

20.2 Postings (See terms of the M.O.U.)

- A. Notice of all job vacancies shall be posted on the districts web site and emailed to all employees in the bargaining unit.
- B. The job vacancy notice shall remain posted for a period of three (3) work days for custodians and five (5) calendar days for all others, during which time employees may file for the vacancy. Any employee who will be on leave or layoff during the period of the posting may obtain a copy of the notice at the office of the Superintendent or may view a copy of the notice at the office of each building principal. Any such notices will be available by 3:00 p.m. on the date the position is posted. Employees shall file their written bids with the supervisor before the end of the posting period. Bidders will be notified as to whether their bid has been approved no later than ten (10) days after the end of the posting period.
- C. Notice Contents - The job vacancy posting shall include:
 1. Job title
 2. Brief description of the position and duties
 3. Minimum qualifications required for the position
 4. Number of hours per day and proposed shift
 5. Days per week and months per year
 6. Salary minimum
 7. Deadline for filing job application
- D. Filing Procedure - Any employee in the bargaining unit may file for the vacancy by submitting written notice to the appropriate supervisor or designated administrator within the filing period.

20.3 In selecting the replacement employee, the Board shall apply the following formula:

- A. Except for the Assistant Employee Group, if employees within the same classification request the position, the most senior employee shall receive the position. The Superintendent/designee may consider qualifications when filling vacant positions within the same classification in the Assistant Employee Group.
- B. If no employee in the classification bids on the vacancy then application of employees from outside the classification as well as application from persons who are not employees of the district will be considered by the Superintendent and he shall award the vacancy to the most qualified applicant. If the Superintendent believes an employee is equally qualified with an outside applicant, the Superintendent will award the position to the current employee.
- C. The Superintendent will assume responsibility for determining the qualifications for all positions as it pertains to Section A., B., and C., in this provision.

- D. It is recognized that there are additional responsibilities and qualifications necessary to effectively discharge the duties of Food Service Assistant, head cook, head custodian and maintenance.
 - E. An employee who is awarded a promotional position shall be placed at the salary schedule at a place where the employee will receive at least a fifteen percent (15%) increase in his/her hourly rate and shall be placed at the appropriate step which reflects such increase. However, an employee who is awarded a lower position within the group shall be placed on their current step on the scale of the new lower position which may be less than his/her current salary.
- 20.4 An employee who bids on and receives a position during the work year shall not be eligible to bid on a new position for a period of four (4) months from the date he/she was awarded the new position pursuant to Article 20, unless a position becomes available for more money or hours.
- 20.5 All bargaining unit positions shall be posted and filled in accordance with this Article.
- 20.6 The OAPSE President will be notified by the Board once a vacancy has been filled by a signed letter of the applicant.

ARTICLE 21 - LAYOFF, RECALL PROCEDURE

- 21.1 Reduction in Force and Recall - Whenever it becomes necessary to reduce the number of employees in the bargaining unit as a result of lack of work, funds, or to derive greater efficiency, the following procedure shall be used:
- A. The Board shall prepare a seniority list for each classification listing employees in their order of seniority and to include the seniority date of each.
 - B. Affected employees shall be laid-off according to seniority, within classification, with the least senior employee first.
 - C. Each employee to be reduced shall be given advance written notice of the reduction. Each notice of reduction shall state the following:
 - 1. Reason(s) for layoff or reduction;
 - 2. The effective date of reduction.
 - 3. A statement advising the employee of their rights of reinstatement from layoff.
 - D. Any employee whose position was reduced will be placed on a priority list for reemployment for a period of two (2) years. If a vacancy occurs in the classification from which the employee was reduced, The vacancy will be posted, bid on , and awarded by those in the classification only. This will continue until the final vacancy in the classification is determined and this vacancy will be offered to the most senior employee on the priority list. If an employee refuses an offered vacancy, his or her name shall be removed from the priority list and the Board's obligation hereunder terminated. The position will then be offered to the next person on the priority list. This procedure shall be repeated until the vacancy is filled.
 - E. The Board has fulfilled its responsibility herein by sending a notice of a vacancy to an employee on the list by certified mail to the last address left with the Board of Education by the employee. Unclaimed, refused or non-deliverable letters or failure to respond within ten (10) days of mailing of the notice shall constitute refusal of the vacancy.

- F. An employee laid off in a job classification may elect to bump into a job classification which he/she formerly held within the bargaining unit. The employee may bump a less senior employee provided his/her seniority within the classification formerly held is greater than that of the less senior employee. Anyone displaced by bumping may displace an employee within a classification or former classification by utilizing the same procedure. It is the intent and agreement of the parties that the Board may implement a reduction in force provided it does so pursuant to Article 21 of the contract.
- G. The layoff provisions contained herein shall supersede and replace those layoff provisions contained in Ohio Revised Code 3319.172.

ARTICLE 22 - HOLIDAYS

- 22.1 Personnel employed on a nine and ten month basis are entitled to the following holidays with pay provided the holiday fall during the employee's regularly scheduled work year:
- New Year's Day, President's Day, Martin Luther King Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
- 22.2 Personnel employed on an eleven or twelve month basis will be given the following holidays with pay provided the holidays fall during the employee's regularly scheduled work year:
- New Year's Day, President's Day, Martin Luther King Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, Independence Day, Christmas Eve, and New Year's Eve.
- 22.3 Each employee shall have accrued earnings on his/her scheduled workdays before and after such holiday.

ARTICLE 23 - VACATIONS

- 23.1 Vacation leave shall be granted to eleven and twelve month personnel in continuous service with the Board of Education pursuant to the schedule listed hereafter. The employee may use vacation in increments no smaller than quarter day increments.

Years of service for vacation calculation purposes must be years of service with the District in a position which is eligible to receive vacation pursuant to the schedule listed hereafter:

A.	1 - 7 years of service	10 days
B.	8 - 14 years of service	15 days
C.	15 - 20 years of service	20 days
D.	21 years of service	21 days
E.	22 years of service	22 days
F.	23 years of service	23 days
G.	24 years of service	24 days
H.	25 or more years of service	25 days

An employee may not accrue more than a total of fifty (50) days of accrued but unused vacation at any one time. Any employee with more than fifty (50) days accrued vacation as of July 1, 2005, shall not forfeit any accrued vacation days. Part-time employees shall receive one (1) year of service for vacation calculation purposes for every four (4) years of part-time work with the District for vacation accrual purposes. A year of part-time service shall require the employee to be employed for at least one hundred twenty (120) days each year.

- 23.2 Vacation shall be earned and accrued on a July 1 through June 30 basis. Employees newly hired before June 30 shall earn vacation on a prorated basis to June 30 and thereafter on an annual basis.
- 23.3 Upon separation from employment, an employee shall be paid for all accrued and unused vacation leave to his/her credit, not to exceed two years immediately preceding his/her separation and the prorated portion of his/her earned but unused vacation for the current year. In case of the death of the employee, such accrued and unused vacation leave shall be paid to the beneficiary of the deceased.

ARTICLE 24 - RETIREMENT PAY

- 24.1 An employee may elect, at the time of retirement from active service under the Ohio School Employees Retirement System law to be paid as:
- A. A member with a minimum of five (5) years and no more than eleven (11) years of service with the Board shall be paid for the value of his/her accrued but unused sick leave not to exceed one-fourth (1/4) of accumulated days. Not to exceed sixty-five (65) days of payment.
 - B. A member with a minimum of twelve (12) years or more of service with the Board shall be paid for the value of his/her accrued but unused sick leave not to exceed one-third (1/3) of accumulated days. Not to exceed eighty-seven (87) days of payment.
- 24.2 Such payment shall be based on the employee's rate of pay at the time of retirement and such payment for sick leave on this basis shall be considered to eliminate all sick leave accrued to the employee at that time. Such payment shall only be made once to any one employee.
- 24.3 The rate of pay specified above shall be based on the employee's base daily pay, and shall not include overtime compensation.
- 24.4 Written application for retirement pay shall have been made to the Treasurer of the Board no later than ninety (90) calendar days after the last day of employment. Payment shall be made in one lump sum upon presentation of receipt of the retiree's first retirement check from SERS.
- 24.5 Retirement is defined as disability or severance retirement under a state approved retirement system, from employment with the Kings Local School District in the State of Ohio.
- 24.6 One-half of the payment shall be made no later than thirty (30) days after the effective date of retirement. The second half payment will be paid in the month of January immediately following the year of retirement. The only exception to this would be in case of hardship as provided by the Internal Revenue Code. However, if the amount of payment is one thousand five hundred dollars (\$1,500.00) or less, it will be paid in one installment within thirty (30) days of the retirement date.
- 24.7 In the event of the death of a member prior to the receipt of all of his/her retirement pay (severance), the balance due shall be paid to the beneficiary of the member.
- 24.8 The Board agrees to pick-up contributions to the School Employees Retirement System on behalf of the employees in the bargaining unit under a salary reduction agreement.
- 24.9 Early Notification Retirement Bonus
If an employee submits his or her written resignation for retirement purposes at least ninety (90) Days prior to the effective date of his or her retirement, the employee shall receive an

Additional compensation bonus of two hundred fifty (\$250) which shall be in addition to, and not in lieu of, any severance/retirement pay the employee may qualify for under this section.

The pick-up percentage shall be applied uniformly to all employees of the bargaining unit and no member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

ARTICLE 25 - MEDICAL DISQUALIFICATION

- 25.1 Anyone who is disqualified from working, by the Board physician, for a physical or mental condition may appeal the decision, in writing, within fifteen (15) days of written notice being given by the Board physician. The written notice shall be served by certified mail. The appeal shall also be served by certified mail. Within ten (10) days of the receipt of an appeal, the Board shall appoint another physician, at no cost to the employee, to make a determination of the issue. The physician shall be an expert in the field concerning the area of disqualification. The determination of that physician shall be final.

ARTICLE 26 - SICK LEAVE

- 26.1 Each employee shall be granted sick leave of one and one-quarter (1 1/4) days per month for a total of fifteen (15) days of sick leave for each year of service. Up to five (5) days of sick leave will be advanced to an employee who has either exhausted his/her accumulation or is newly hired and has no accumulation to his/her credit.

Such advancement shall be charged against the employee's subsequent accumulation and be limited to the number of days that can be earned during the balance of the school year. Sick leave will be charged in a minimum of one-quarter day increments.

- 26.2 Unused sick leave shall be accumulative to a maximum of 300 days.
- 26.3 Sick leave may be used for absences due to personal illness, pregnancy-related illnesses, medical or dental treatment/injury, exposure to contagious disease which could be communicated to other employees or students, and for illness, injury or death in the employee's immediate family. (Immediate family shall be defined as the employee's mother, father, husband, wife, or child, including step or foster parent of child).
- 26.4 Sick leave may be used for any disabling complication of pregnancy or childbirth, provided she is on active pay status at the time the disability occurs. Certification that the pregnancy or childbirth has produced disabling complications must be provided by a physician. The certification must state the nature of the disabling condition along with an estimate of the length of time the employee will be disabled.
- 26.5 Sick leave may be used for a death or serious illness of a near relative. A near relative shall be defined to be the employee's brother, sister, grandparents, in-laws, grandchildren, aunts, or uncles, with prior approval from the Superintendent. The use of sick leave for the purposes outlined in this paragraph shall be limited as provided in 26.6.
- 26.6 Two (2) days of sick leave shall be allowed in the event of the death or serious illness of an employee's near relative within a 300 mile radius. Three (3) days of such sick leave shall be allowed if the distance exceeds 300 miles.
- 26.7 A physician's explanation may be required if an employee uses three (3) successive days or more of sick leave.

- 26.8 Falsification of any statement or record shall be grounds for disciplinary action, including dismissal.
- 26.9 Sick leave shall be documented via the electronic on-line procedure as soon as possible upon return from leave.
- 26.10 If sick leave is exhausted, the employee will be eligible and may be placed on a medical leave of absence for a period not to exceed one (1) year, at either the employee's or the Board's request.
- 26.11 Sick leave benefits are available only while the employee remains in active service; sick leave is not payable to employees at termination of service, either through death, resignation, or discharge.

ARTICLE 27 - PERSONAL LEAVE

- 27.1 Each employee who is regularly scheduled to work a full school year shall be granted not more than three (3) unrestricted personal days per year with pay for the purpose of conducting urgent personal business which cannot be conducted at times other than during the regular day. Employees that are employed by the Board in regular position after December 1 of the school year but before March 1 shall be entitled to a maximum number of two (2) days personal leave during that work year and employees who begin work with the Board in a regular position after March 1 of the school year shall receive a maximum of one personal day during the first work year. Personal leave usage shall be charged in half day increments. Personal leave time will be deducted for any regular paid scheduled times missed.
- 27.2 Application for personal leave shall be signed by the applicant and submitted in writing to the office of the immediate supervisor at least seventy-two (72) hours prior to the day such leave is to be taken. When emergency situations arise making compliance impossible, the Superintendent shall be advised at the first opportunity and the written application for personal leave shall be submitted to the Superintendent within three (3) days after the date of absence.
- 27.3 Personal leave shall not be used on the day immediately preceding or immediately following a holiday/vacation period, except for an emergency situation. However, if it is the Superintendent's decision that a situation does not rise to the level of an emergency it shall not be grievable under article 17 of this Agreement. (also see M.O.U. in addendum 1)
- 27.4 Personal leave shall not be used in place of sick leave.
- 27.5 No more than ten (10) percent of the bargaining unit shall be eligible for personal leave at one time. When calculating 10% of the unit, the number of eligible employees shall be rounded to the lowest whole number.
- 27.6 All unused personal leave days shall be converted to sick leave days at the end of each contract year, or they can rollover a personal day for the following year for a maximum of four (4) personal days. In order to rollover the personal day the member must notify the Treasurer by July 1.

ARTICLE 28 - JURY DUTY/SUBPOENA

- 28.1 An employee required to serve on a jury or answer a subpoena in a case that arises from the employees performance of his/her contractual duties, and not from a suit filed by the Union against the Board, shall be excused from duty without loss of pay or sick leave for the time required for such service, provided, however: All fees received for jury duty while on such excused leave shall be turned over to the Board upon payment to the employee by the Court.

- A. Whenever possible, an advanced notice of such leave is given to the appropriate supervisor not less than 48 hours prior to the commencement of such leave.
- 28.2 Voluntary jurors shall not be covered by the no loss of pay or sick leave provisions contained herein.
- 28.3 Employees are expected to be at work during their normal duty hours if they have been excused from serving as a juror on any given day.
- 28.4 Time spend on jury duty or when subpoenaed according to Article 28.1, will count toward the forty (40) hour work week for the purpose of overtime computation.

ARTICLE 29 - FAMILY MEDICAL LEAVE ACT

- 29.1 It is understood the Family Medical Leave Act is applicable to eligible employees.

ARTICLE 30 - LEAVE OF ABSENCE

- 30.1 Upon a written request, the Board of Education may grant a leave of absence without pay for a period of not more than two (2) years for educational, professional or other purposes and shall grant such leaves if personal illness or other disability is the reason for the request.

ARTICLE 31 - PERSONNEL FILES

- 31.1 A personnel file for each employee shall be maintained in the center office. Such file shall be the official file respecting each employee. Persons authorized to review said files, to the extent permitted by law, shall be limited to the Superintendent, Board members and other employees of the District who have a school business need to review.
- 31.2 All materials placed in the personnel file of operational staff members shall include the following:
 - A. A dated stamp or handwritten notation of the date the item was placed in the file.
 - B. Signature of the members of the operational staff in whose file the entry is being made and signature of the administrator placing information in the file. If the member refuses to sign the material, it shall be placed in the file with a notation indicating the employee refused to sign it.
 - C. The employee may answer any entry being made and his/her answer shall be attached to the file copy. Such response, if made, shall be dated.

- 31.3 The file may be inspected by the employee involved at reasonable times; such inspection shall be in the presence of the Superintendent or designee.
- 31.4 Upon request, one copy of material contained in the file shall be provided the employee at no expense, once per fiscal school year.

ARTICLE 32 - MANAGEMENT RIGHTS

- 32.1 The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in the Agreement; and the Board, on behalf of the electors of the District, the ultimate responsibilities for proper management of the School District conferred upon and vested in it by the Revised Code of Ohio and the Constitution of the State of Ohio and of the United States, including the responsibility for the right:
To maintain executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- A. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion for just cause, and to promote, and transfer all such employees.
 - B. To delegate authority through recognized administration channels according to Board policy.
 - C. To determine job schedules, the hours of employment, and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.
- 32.2 The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms thereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

ARTICLE 33 - COMPLETE AGREEMENT

This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set for in this Agreement.

Therefore, the Board and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, including any subject or matter which could have been collectively bargained but which was either not discussed in negotiations or which, if discussed, was not included in this Agreement.

ARTICLE 34 - WAGES AND SALARY SCHEDULES

- 34.1 The Board shall implement the new salary schedules attached hereto and designated Exhibit A retroactive to and effective with each employee's first work day for the year beginning July 1, 2017 through 2020.

Effective July 1, 2017 there shall be a two and one-half (2.5%) percent increase on base salary. The Board shall honor any step movement on the salary schedule.

D.

Effective July 1, 2018, there shall be a two and one-half percent (2.5%) increase on base salary. The Board shall honor any step movement on the salary schedule.

Effective July 1, 2019 there shall be a two and one-half percent (2.5%) increase on base salary. The Board shall honor any step movement on the salary schedule.

Technology Aides will be paid at the rate of the District Maintenance scale.

- 34.3 All employees will receive 24 equal pays each fiscal year and will be paid utilizing direct deposit with electronic pay stubs. Employees failing to fill out the necessary paperwork to implement the direct deposit shall not be paid until such time as they have completed all of the necessary requirements to implement direct deposit.

There will be a new salary schedule for District Maintenance. Existing personnel will be grandfathered in.

There will be a new salary for the High School Head Custodian at \$1.50 more per hour.

ARTICLE 35 - HEALTH, DENTAL, VISION INSURANCE

- 35.1 The Board of Education shall provide the members of the bargaining unit the same health insurance plan as that provided to the Teachers Association with the Board of Education paying ninety percent (90%) of the premium for the family plan and ninety percent (90%) of the premium for the single plan for full-time employees and proportionate contributions for less than full-time employees as provided below:

12 month employees

Single plan - 90% of the premium of the plan selected

Family plan - 90% of the premium of the plan selected

30 hours per week

Single plan - 75% of the premium of the plan selected

Family plan - 75% of the premium of the plan selected

20-29 hours per week and 6+ years

Single plan - 60% of the premium of the plan selected

Family plan - 60% of the premium of the plan selected

20-29 hours per week

Single plan - 55% of the premium of the plan selected

Family plan - 55% of the premium of the plan selected

Any person hired in a classified bargaining unit position after July 1, 2016 or any currently employed person not utilizing Board health and/or Dental insurance must be employed for at least thirty (30) hours per week to qualify for any health and/or dental. Employees currently receiving health/dental insurance benefits who work twenty (20) to twenty-nine (29) hours per week shall be

permitted to continue to receive the health/dental benefits under section 35.1 of the collective bargaining language as set forth herein.

- 35.2 An insurance committee shall be formed whose purpose shall include, but not be limited to, review of the current insurance coverage and carriers. The committee shall meet upon the written request by the Superintendent or any Association or Union President. The committee will consist of one (1) OEA representative from each building, three (3) Board representatives, and two (2) representatives from OAPSE. Either party may request that a consultant of its choice attend committee meetings provided advanced notice is made to the other party.

If the health insurance premiums increases exceed 10%, the committee shall be required to determine plan design changes to reduce premium increases to 10% or less.

- 35.3 The Board will pay amounts as stated below of the annual premiums for the single and family vision service plan insurance, or its equivalent. Such amounts are paid on a monthly basis, with the Board contribution divided by twelve (12) months. This coverage will only be provided to employees whose regularly contracted work hours exceed twenty (20) hours per week. Single or family plan premium up to \$180.00 a year.

- 35.4 Dental Insurance - Dental insurance to 12 month (2,080 hours) employees - 100% paid by the Board. This includes orthodontia coverage in the plan of \$2,000.00 lifetime maximum.

The OASIS Trust Dental Plan Schedule 7(C) or its equivalent will be available for participation by other unit members. Such participation, if elected by the employee, shall be funded 50% by the Board for employees contracted to regularly work 20 hours or more per week.

- 35.5 Employees must be assigned to regularly work at least 20 hours per week to be eligible for vision insurance.

- 35.6 Insurance Committee - Two representatives of the Union will be included on any committee which studies possible changes in the health insurance plan offered by Board during the term of this contract.

- 35.7 The plan year for the HDHP shall be January 1 through December 31

The deductible for the HDHP shall be:

1. Single: \$2000 per plan year
2. Family: \$4000 per plan year

The Board shall contribute 50% of the deductible annually into an employee's health savings account. The Boards contribution shall be made in two (2) equal payments with the first provided by the first pay in January and the second by the first pay in July.

1. However, should the employee experience a hardship, the Board agrees to advance up to the full amount of the employee's deductible as a loan if the employee can demonstrate through documentation extreme hardship or exigent circumstances. The employee shall be required to provide a written request for a hardship application/advancement to the Superintendent and the Treasurer.

The employee shall be required to reimburse the Board the amount of advancement that was the employee's share of the deductible through payroll deduction or alternative means within twelve (12) months of receipt of the advanced funds. A decision by the Superintendent/Treasurer to deny a request for advancement shall be final and shall not be subject to challenge through the grievance process contained in this Agreement.

2. Additionally, an employee may notify the Superintendent and Treasurer of the need to advance the second Board contribution payment prior to the July date if he/she has exhausted the amount of the first contribution payment (\$1000 for family and \$500 for single)

Preventative services as identified by the insurance provider shall be covered at one hundred percent (100%) and not subject to the deductible.

Once the deductible is reached, all insurance claims, including prescriptions, will be paid at one hundred percent (100%) for the duration of the plan year subject to the lifetime maximum.

The maximum out-of-pocket expense for eligible covered medical cost in a given plan year shall be no more than the deductible as currently stated in the current plan subject to the lifetime maximum.

The Board shall contract with a financial institution to provide an HSA for all employees which will include a debit card with no fees to the employee.

Employees may elect to contribute to their deductible through payroll deduction or lump sum as designated by the employee.

ARTICLE 36 - LIFE INSURANCE

- 36.1 The Board shall provide each employee who works 15-40 hours per week as defined by the Board contract, a forty thousand dollar (\$40,000.00) life and accidental death and dismemberment group life insurance plan. Unit members who work 0 -14 hours per week as defined by Board contract, will not be eligible for this benefit. Such benefits shall be provided at no cost to the enrolled employee as described in this Section.

ARTICLE 37 - DOCK DAYS/TIME SHEETS

- 37.1 Dock Days - If an employee requests and is approved for a dock day by his/her supervisor, the minimum unpaid absence which will be approved is one-half (½) hour and in increments of one-half (½) hour thereafter.
- 37.2 Electronic Payroll - If an employee is being paid for hours worked as reported on a time sheet, the employee must complete the appropriate time sheet indicating the hours worked in advance of the payment for hours worked during the preceding two weeks. If an employee fails to do so and attempts to report hours worked on time sheets for a later reporting period, he/she shall not be paid for the hours so reported.

ARTICLE 38 - MISCELLANEOUS

- 38.1 If any provision of this Contract shall be found to be contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the Contract. The parties shall meet within ten (10) days at the request of either party to negotiate a successor provision for the provision held contrary to law.
- 38.2 This Agreement supersedes and cancels all previous agreements, whether verbal or written or based on alleged past practices, between the school corporation and the Association and constitutes the entire agreement between the parties.

ARTICLE 39 – EMPLOYEE EXPENSES AND MATERIALS

- 39.1 A. Safety Equipment – Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to ensure the safety of the employee or others, the Board agrees to furnish such equipment as determined by the Board of Education.
- B. Employees of the Bargaining unit shall be allowed professional days and be reimbursed for job-related seminars, classes, and workshops if prior approval for attendance is granted by the Superintendent or designee.

ARTICLE 40 - EVALUATION COMMITTEE

- 40.1 There will be an evaluation committee established to develop guidelines and criteria in order to evaluate employees in a consistent and fair manner.
- 40.2 This committee shall consist of employees appointed by the Union according to their classification. Each classification will be represented. The Superintendent shall appoint no more than four (4) administrative employees to the committee of which shall include a Principal and the Business Manager.
- 40.3 The committee will be responsible for setting the criteria to be used by the employer to evaluate the employees. They will also determine the form to be used, the time frame that evaluations occur, and the administrator who will be responsible for the evaluations.

ARTICLE 41 - LENGTH OF CONTRACT

41.1 This Contract shall begin as of the date of signing by both parties and expire on June 30, 2020. All provisions shall be effective beginning July 1, 2017 unless specifically stated otherwise.

KINGS LOCAL BOARD OF
EDUCATION

Robert J. Hinden

President

T. A. Ad

Superintendent

David B. Buss

Treasurer

OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES, LOCAL #027

Billie Hawk

President

Brian Cronan

Vice President

D. J. Hall

Designated Representative

Annual Base Salary Increases:

2.50% FY2018
2.50% FY2019
2.50% FY2020

July 1, 2017 Exhibit A						
	TEACHER / LUNCH RECESS AIDE	STUDY HALL MONITOR	SPECIAL NEEDS ASSISTANT	STUDY HALL MONITOR/ PROF. AIDE	IN-SCHOOL SUSPENSION/ PROF. AIDE	NURSE AIDE
0	12.65	12.95	13.29	12.65	12.65	13.91
1	13.02	13.02	13.66	13.02	13.02	14.28
2	13.39	13.39	14.03	13.39	13.39	14.65
3	13.76	13.76	14.40	13.76	13.76	15.02
4	14.13	14.13	14.77	14.13	14.13	15.39
5	14.50	14.50	15.15	14.50	14.50	15.76
6	14.90	14.90	15.54	14.90	14.90	16.16
7	15.40	15.40	16.03	15.40	15.40	16.82
8	15.87	15.87	16.51	15.87	15.87	17.12
9	16.35	16.35	16.98	16.35	16.35	17.61
10	16.82	16.82	17.46	16.82	16.82	18.08
11	17.31	17.31	17.94	17.31	17.31	18.57
12	17.31	17.31	17.94	17.31	17.31	18.57
16	17.88	17.88	18.51	17.88	17.88	19.06
17	17.88	17.88	18.51	17.88	17.88	19.06
21	18.49	18.49	19.13	18.49	18.49	20.01
23	18.93	18.93	19.58	18.93	18.93	20.45
24	19.35	19.35	20.00	19.35	19.35	20.89
26	19.74	19.74	20.40	19.74	19.74	21.31

July 1, 2018 Exhibit A						
	TEACHER / LUNCH RECESS AIDE	STUDY HALL MONITOR	SPECIAL NEEDS ASSISTANT	STUDY HALL MONITOR/ PROF. AIDE	IN-SCHOOL SUSPENSION/ PROF. AIDE	NURSE AIDE
0	12.96	12.96	13.62	12.96	12.96	14.25
1	13.34	13.34	14.00	13.34	13.34	14.64
2	13.72	13.72	14.38	13.72	13.72	15.02
3	14.10	14.10	14.76	14.10	14.10	15.40
4	14.49	14.49	15.14	14.49	14.49	15.78
5	14.87	14.87	15.52	14.87	14.87	16.16
6	15.27	15.27	15.93	15.27	15.27	16.58
7	15.78	15.78	16.43	15.78	15.78	17.04
8	16.27	16.27	16.93	16.27	16.27	17.55
9	16.75	16.75	17.40	16.75	16.75	18.05
10	17.24	17.24	17.90	17.24	17.24	18.53
11	17.74	17.74	18.39	17.74	17.74	19.03
12	17.74	17.74	18.39	17.74	17.74	19.03
16	18.33	18.33	18.97	18.33	18.33	19.53
17	18.33	18.33	18.97	18.33	18.33	19.53
21	18.95	18.95	19.61	18.95	18.95	20.51
23	19.40	19.40	20.04	19.40	19.40	20.96
24	19.84	19.84	20.50	19.84	19.84	21.41
26	20.23	20.23	20.91	20.23	20.23	21.84

July 1, 2019 Exhibit A						
	TEACHER / LUNCH RECESS AIDE	STUDY HALL MONITOR	SPECIAL NEEDS ASSISTANT	STUDY HALL MONITOR/ PROF. AIDE	IN-SCHOOL SUSPENSION/ PROF. AIDE	NURSE AIDE
0	13.29	13.29	13.96	13.29	13.29	14.61
1	13.68	13.68	14.35	13.68	13.68	15.00
2	14.07	14.07	14.74	14.07	14.07	15.39
3	14.46	14.46	15.13	14.46	14.46	15.78
4	14.85	14.85	15.52	14.85	14.85	16.17
5	15.24	15.24	15.91	15.24	15.24	16.56
6	15.65	15.65	16.32	15.65	15.65	16.97
7	16.17	16.17	16.84	16.17	16.17	17.46
8	16.67	16.67	17.35	16.67	16.67	17.99
9	17.17	17.17	17.84	17.17	17.17	18.50
10	17.67	17.67	18.35	17.67	17.67	19.00
11	18.19	18.19	18.85	18.19	18.19	19.51
12	18.19	18.19	18.85	18.19	18.19	19.51
16	18.78	18.78	19.45	18.78	18.78	20.02
17	18.78	18.78	19.45	18.78	18.78	20.02
21	19.42	19.42	20.10	19.42	19.42	21.02
23	19.88	19.88	20.55	19.88	19.88	21.48
24	20.33	20.33	21.01	20.33	20.33	21.94
26	20.74	20.74	21.43	20.74	20.74	22.38

Annual Base Salary Increases:	
2.50%	FY2018
2.50%	FY2019
2.50%	FY2020

July 1, 2017 Exhibit A	
	CUSTODIAN
0	13.14
1	13.51
2	13.88
3	14.26
4	14.63
5	15.01
6	15.40
7	15.97
8	16.55
9	17.12
10	17.88
11	18.64
12	20.42
16	21.10
17	21.28
21	21.58
23	22.01
24	22.44
26	22.89

July 1, 2018 Exhibit A	
	CUSTODIAN
0	13.47
1	13.85
2	14.23
3	14.61
4	14.99
5	15.39
6	15.78
7	16.36
8	16.96
9	17.55
10	18.33
11	20.13
12	20.93
16	21.63
17	21.81
21	22.12
23	22.56
24	23.01
26	23.47

July 1, 2019 Exhibit A	
	CUSTODIAN
0	13.81
1	14.20
2	14.59
3	14.98
4	15.37
5	15.77
6	16.17
7	16.77
8	17.39
9	17.99
10	18.78
11	20.63
12	21.46
16	22.17
17	22.36
21	22.67
23	23.12
24	23.58
26	24.05

Annual Base Salary Increases:

2.50%	FY2018
2.50%	FY2019
2.50%	FY2020

July 1, 2017		Exhibit A
	FOOD SERVICE FLOATER COOK/CASHIER	FOOD VAN
0	10.98	11.97
1	11.35	12.34
2	11.72	12.71
3	12.09	13.08
4	12.47	13.46
5	12.84	13.85
6	13.23	14.22
7	13.85	14.82
8	14.22	15.40
9	14.71	15.78
10	15.19	16.16
11	15.67	16.55
12	16.16	16.55
16	16.55	16.93
17	16.74	16.93
21	16.82	17.31
23	17.26	17.75
24	17.70	18.18
26	18.06	18.54

July 1, 2018		Exhibit A
	FOOD SERVICE FLOATER COOK/CASHIER	FOOD VAN
0	11.25	12.27
1	11.63	12.65
2	12.02	13.03
3	12.40	13.41
4	12.78	13.79
5	13.16	14.20
6	13.56	14.67
7	14.20	15.20
8	14.57	15.78
9	15.07	16.17
10	15.57	16.56
11	16.06	16.96
12	16.56	16.96
16	16.96	17.35
17	17.16	17.35
21	17.24	17.74
23	17.69	18.19
24	18.14	18.63
26	18.51	19.00

July 1, 2019		Exhibit A
	FOOD SERVICE FLOATER COOK/CASHIER	FOOD VAN
0	11.53	12.58
1	11.93	12.97
2	12.32	13.36
3	12.71	13.75
4	13.10	14.14
5	13.49	14.55
6	13.80	14.94
7	14.55	15.58
8	14.94	16.17
9	15.45	16.57
10	15.96	16.97
11	16.46	17.39
12	16.97	17.39
16	17.39	17.79
17	17.59	17.79
21	17.67	18.19
23	18.14	18.65
24	18.60	19.10
26	18.97	19.48

Annual Base Salary Increases:

2.50%	FY2018
2.50%	FY2019
2.50%	FY2020

July 1, 2017 Exhibit A					
	CENTRAL HEAD COOK	HEAD COOK	HEAD CUSTODIAN/ MAINTENANCE	HIGH SCHOOL HEAD CUSTODIAN	HEAD GROUNDS MAINTENANCE
0	15.01	14.22	17.05	18.63	17.05
1	15.42	14.81	17.82	19.40	17.82
2	15.79	15.20	18.50	20.08	18.50
3	16.16	15.79	18.97	20.56	18.97
4	16.75	16.56	19.46	21.04	19.46
5	17.52	16.94	22.28	23.86	22.28
6	18.11	17.14	22.28	23.86	22.28
10	18.68	17.33	22.36	23.95	22.36
11	19.08	17.52	22.36	23.95	22.36
15	20.03	18.11	22.58	24.16	22.58
17	20.47	18.55	23.02	24.60	23.02
18	20.90	18.97	23.44	25.03	23.44
20	21.32	19.35	23.91	25.50	23.91

July 1, 2018 Exhibit A					
	CENTRAL HEAD COOK	HEAD COOK	HEAD CUSTODIAN/ MAINTENANCE	HIGH SCHOOL HEAD CUSTODIAN	HEAD GROUNDS MAINTENANCE
0	15.39	14.57	17.47	19.10	17.47
1	15.80	15.18	18.27	19.89	18.27
2	16.18	15.59	18.96	20.58	18.96
3	16.56	16.18	19.45	21.07	19.45
4	17.17	16.97	19.95	21.57	19.95
5	17.96	17.36	22.84	24.46	22.84
6	18.56	17.57	22.84	24.46	22.84
10	19.14	17.77	22.92	24.54	22.92
11	19.56	17.96	22.92	24.54	22.92
15	20.53	18.56	23.14	24.76	23.14
17	20.98	19.01	23.59	25.21	23.59
18	21.42	19.45	24.03	25.65	24.03
20	21.85	19.84	24.51	26.13	24.51

July 1, 2019 Exhibit A					
	CENTRAL HEAD COOK	HEAD COOK	HEAD CUSTODIAN/ MAINTENANCE	HIGH SCHOOL HEAD CUSTODIAN	HEAD GROUNDS MAINTENANCE
0	15.77	14.94	17.91	19.57	17.91
1	16.20	15.56	18.72	20.39	18.72
2	16.59	15.97	19.43	21.10	19.43
3	16.97	16.59	19.93	21.60	19.93
4	17.60	17.40	20.45	22.11	20.45
5	18.41	17.80	23.41	25.07	23.41
6	19.02	18.01	23.41	25.07	23.41
10	19.62	18.21	23.49	25.16	23.49
11	20.05	18.41	23.49	25.16	23.49
15	21.05	19.02	23.72	25.38	23.72
17	21.51	19.48	24.18	25.84	24.18
18	21.96	19.93	24.63	26.29	24.63
20	22.40	20.33	25.12	26.79	25.12

Annual Base Salary Increases:		
2.50%		FY2018
2.50%		FY2019
2.50%		FY2020

July 1, 2017 Exhibit A		
	ASST GROUNDS MAINTENANCE	HVAC SERVICE CONTROLS TECHNICIAN
0	13.14	20.73
1	13.51	21.10
2	13.88	21.47
3	14.26	21.85
4	14.63	22.22
5	15.01	22.60
6	15.40	22.98
7	15.97	24.44
8	16.65	26.12
9	17.12	26.99
10	17.88	27.94
11	18.04	29.38
12	20.42	30.31
16	21.10	31.14
17	21.28	31.62
21	21.58	31.71
23	22.01	32.13
24	22.44	32.57
25	22.89	33.23

July 1, 2017 Exhibit A	
	DISTRICT MAINTENANCE
0	17.78
1	18.13
2	18.50
3	18.87
4	19.24
5	19.63
6	20.01
7	20.50
8	20.89
9	21.47
10	21.96
11	23.03
12	24.11
13	25.19
14	26.26
15	27.31
16	28.35
17	28.35
18	28.53
19	29.55
20	28.73
21	29.16
22	29.59
23	30.20
24	30.20
25	30.19

July 1, 2018 Exhibit A		
	ASST GROUNDS MAINTENANCE	HVAC SERVICE CONTROLS TECHNICIAN
0	13.47	21.25
1	13.85	21.63
2	14.23	22.01
3	14.61	22.39
4	14.99	22.77
5	15.39	23.16
6	15.78	23.55
7	16.38	25.05
8	16.96	26.77
9	17.55	27.86
10	18.33	28.84
11	20.13	30.11
12	20.93	31.07
16	21.63	31.91
17	21.81	32.30
21	22.12	32.50
23	22.56	32.94
24	23.01	33.39
25	23.47	34.05

July 1, 2018 Exhibit A	
	DISTRICT MAINTENANCE
0	18.20
1	18.58
2	18.96
3	19.34
4	19.73
5	20.12
6	20.51
7	21.01
8	21.52
9	22.01
10	22.51
11	23.61
12	24.71
13	25.82
14	26.92
15	27.89
16	29.06
17	29.60
18	29.25
19	29.26
20	29.45
21	29.89
22	30.33
23	30.85
24	30.95
25	30.95

July 1, 2019 Exhibit A		
	ASST GROUNDS MAINTENANCE	HVAC SERVICE CONTROLS TECHNICIAN
0	13.81	21.78
1	14.20	22.17
2	14.59	22.56
3	14.98	22.95
4	15.37	23.34
5	15.77	23.74
6	16.17	24.14
7	16.77	25.88
8	17.39	27.44
9	17.99	28.35
10	18.78	29.35
11	20.83	30.86
12	21.48	31.85
16	22.17	32.71
17	22.36	33.11
21	22.87	33.31
23	23.12	33.76
24	23.58	34.22
25	24.05	34.91

July 1, 2019 Exhibit A	
	DISTRICT MAINTENANCE
0	18.66
1	19.05
2	19.44
3	19.83
4	20.22
5	20.62
6	21.02
7	21.53
8	22.08
9	22.56
10	23.07
11	24.20
12	25.33
13	26.46
14	27.58
15	28.69
16	29.79
17	29.79
18	29.89
19	29.89
20	30.19
21	30.64
22	31.08
23	31.72
24	31.72
25	31.72

Annual Base Salary Increases:		
2.50%	FY2018	
2.50%	FY2019	
2.50%	FY2020	

NOTE: New Tech Aide
pay scale becomes
effective 7/1/17.

July 1, 2017 Exhibit A	
	MEDIA AIDE
0	13.88
1	14.24
2	14.60
3	14.97
4	15.33
5	15.69
6	16.06
7	16.40
8	17.11
9	17.65
10	18.16
11	18.66
12	19.29
13	19.90
14	20.09
15	20.56
16	20.99
17	21.41
18	21.82

July 1, 2017 Exhibit A	
	TECHNOLOGY AIDE
0	17.76
1	18.13
2	18.50
3	18.87
4	19.24
5	19.63
6	20.01
7	20.50
8	20.99
9	21.47
10	21.98
11	23.03
12	24.11
13	25.19
14	26.26
15	27.31
16	28.35
17	28.35
18	28.55
19	28.55
20	28.73
21	29.16
22	29.59
23	30.20
24	30.20
25	30.19

July 1, 2018 Exhibit A	
	MEDIA AIDE
0	14.23
1	14.60
2	14.97
3	15.34
4	15.71
5	16.08
6	16.48
7	17.02
8	17.64
9	18.09
10	18.61
11	19.33
12	19.77
13	20.39
14	20.59
15	21.07
16	21.51
17	21.95
18	22.37

July 1, 2018 Exhibit A	
	TECHNOLOGY AIDE
0	18.20
1	18.58
2	18.96
3	19.34
4	19.73
5	20.12
6	20.51
7	21.01
8	21.52
9	22.01
10	22.51
11	23.61
12	24.71
13	25.62
14	26.92
15	27.99
16	29.06
17	29.06
18	29.26
19	29.26
20	29.45
21	29.89
22	30.33
23	30.95
24	30.95
25	30.95

July 1, 2019 Exhibit A	
	MEDIA AIDE
0	14.58
1	14.96
2	15.34
3	15.72
4	16.10
5	16.49
6	16.89
7	17.44
8	17.98
9	18.54
10	19.07
11	19.82
12	20.27
13	20.90
14	21.11
15	21.60
16	22.05
17	22.50
18	22.83

July 1, 2019 Exhibit A	
	TECHNOLOGY AIDE
0	18.86
1	19.05
2	19.44
3	19.83
4	20.22
5	20.62
6	21.02
7	21.63
8	22.06
9	22.56
10	23.07
11	24.20
12	25.33
13	26.46
14	27.59
15	28.69
16	29.79
17	29.79
18	29.99
19	29.99
20	30.19
21	30.84
22	31.09
23	31.72
24	31.72
25	31.72

Annual Base Salary Increases:		
2.50%		FY2018
2.50%		FY2019
2.50%		FY2020

July 1, 2017 Exhibit A		
	SECRETARY TO PRINCIPAL, EMIS SECRETARY COMPUTER SECRETARY AND GUIDANCE OFFICE COORDINATOR	GENERAL SECRETARY
0	14.31	12.39
1	14.68	12.76
2	15.06	13.13
3	15.43	13.50
4	15.80	13.88
5	16.17	14.26
6	16.55	14.63
7	16.99	15.28
8	17.42	15.92
9	18.06	16.56
10	18.70	17.19
11	19.41	17.84
12	20.13	18.49
13	20.84	18.99
14	21.67	19.48
15	22.27	19.98
16	22.71	20.42
17	23.15	20.85
18	23.61	21.27

July 1, 2018 Exhibit A		
	SECRETARY TO PRINCIPAL, EMIS SECRETARY COMPUTER SECRETARY AND GUIDANCE OFFICE COORDINATOR	GENERAL SECRETARY
0	14.67	12.70
1	15.05	13.08
2	15.43	13.46
3	15.81	13.84
4	16.19	14.23
5	16.57	14.61
6	16.97	15.00
7	17.41	15.66
8	17.85	16.32
9	18.51	16.97
10	19.17	17.62
11	19.80	18.29
12	20.63	18.95
13	21.38	19.46
14	22.10	19.97
15	22.82	20.48
16	23.27	20.93
17	23.72	21.37
18	24.20	21.80

July 1, 2019 Exhibit A		
	SECRETARY TO PRINCIPAL, EMIS SECRETARY COMPUTER SECRETARY AND GUIDANCE OFFICE COORDINATOR	GENERAL SECRETARY
0	15.04	13.01
1	15.43	13.40
2	15.82	13.79
3	16.21	14.18
4	16.60	14.59
5	16.99	14.98
6	17.40	15.38
7	17.85	16.05
8	18.30	16.72
9	18.97	17.40
10	19.65	18.06
11	20.40	18.75
12	21.15	19.42
13	21.89	19.95
14	22.66	20.47
15	23.39	21.00
16	23.86	21.46
17	24.32	21.91
18	24.80	22.35

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #027**

WHEREAS, the Kings Local School District Board of Education (hereinafter "Board") and the Ohio Association of Public School Employees, Local #027 ("OAPSE") are parties to a current Collective Bargaining Agreement that became effective July 1, 2017 and shall continue until June 30, 2020; and

WHEREAS, during the term of collective bargaining negotiations that resulted in the above-referenced Agreement, the parties agreed to a three-year trial period concerning the use of employees' personal leave before and after holiday/vacation periods; and

WHEREAS, the parties have determined that a three-year trial period would allow both the Board and OAPSE to assess the specifics of allowing personal leave on a work day before or after a vacation/holiday.

NOW, THEREFORE, BE IT AGREED, by and between Board and OAPSE as follows:

1. Article 27.3 shall remain in the current Collective Bargaining Agreement; however, during the term of the current Collective Bargaining Agreement (July 1, 2017-June 30, 2020), the Board will permit employees to utilize personal days on the work days immediately preceding or immediately following a holiday/vacation period.

2. Article 27.5 shall remain current in the Collective Bargaining Agreement; however, during the term of the current Collective Bargaining Agreement (July 1, 2017-June 30, 2020), it shall be modified for personal days immediately preceding or immediately following a holiday/vacation period as follows:

"27.5 No more than ten (10) percent of the bargaining unit in each District building shall be eligible for personal leave at one time. When calculating 10% of the bargaining unit employees in a building, the number of eligible employees shall be rounded to the lowest whole number."

3. The Board and OAPSE agree that all other provisions of the Collective Bargaining Agreement by and between the Board and the OAPSE shall remain in full force and effect.

4. All parties further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and OAPSE.

5. This Memorandum shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the **KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #027** have executed this Memorandum on the dates opposite their signatures.

**KINGS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Date

Superintendent

Date

Treasurer

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, LOCAL #027**

Date

President

Date

Secretary

T.A.
WMB
6/21/17
DH
6/21/17
BN

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #027**

WHEREAS, the Kings Local School District Board of Education ("Board") and the Ohio Association of Public School Employees, Local #027 ("OAPSE") are parties to a current Collective Bargaining Agreement in effect from July 1, 2015 to June 30, 2017; and

WHEREAS, the Board has examined numerous re-organization solutions to reduce operating costs and increase operational efficiency; and

WHEREAS, the Board, at the request of the OAPSE leadership, met with OAPSE representatives on March 2, 2016 and March 7, 2016 to engage in effects bargaining discussions regarding the possible solutions being considered by the Board to reduce operating costs and increase operational efficiency; and

WHEREAS, the topics discussed between the Board and OAPSE concerned reassignment of EMIS Data Specialists, creation of an exempt classified administrative position to supervise and direct EMIS operations, reduction of pre-school teaching assignments from five (5) days per week to four (4) days per week, revisions to the current Collective Bargaining Agreement regarding qualifications for medical and dental benefits; and

WHEREAS, the Board and OAPSE have determined it is in both their interests to set forth their agreements in a memorialized written form.

NOW, THEREFORE, BE IT AGREED, by and between Board and OAPSE as follows:

1. Current Data Specialists, EMIS at the District's buildings, with the exception of the High School, will be reassigned as General Secretaries effective July 1, 2016. Current Data Specialists, EMIS reassigned to a General Secretary position will be "grandfathered" and will be permitted to continue to receive compensation at the Data Specialists, EMIS pay rate provided that these employees continuously serve in the General Secretary position. In the event the "grandfathered" employees paid at the higher rate leave the General Secretary position, any new or existing employees assigned to these positions shall receive the applicable pay rate as set forth in the

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Collective Bargaining Agreement for the General Secretary position. The J.F. Burns and Jr. High positions will be full-time General Secretary positions. The KME, SLE, and CIS positions will be part-time General Secretary positions. (*Full-time defined as 8 hours a day; Part-time defined as 4 hours a day*)

2. The Pre-School Teaching Assistant positions are currently a five (5) day per week job assignment. Effective July 1, 2016, these positions will be reduced to four (4) days per week. Any current employee in a Pre-School Teaching Assignment position who holds greater seniority may exercise her rights under Article 21 of the Collective Bargaining Agreement. The Board and OAPSE agree to waive the requirements to formally proceed through the Reduction in Force process. Employees will be notified of the job change status and possible bumping rights through a meeting with District administration and OAPSE leadership.

3. Principal Secretaries at the building level shall be reduced from two hundred sixty (260) days per year to two hundred twenty-five (225) days per year effective July 1, 2016. Employees currently holding a Principal Secretary position shall be "grandfathered" and will be given the option of working either two hundred sixty (260) days annually or two hundred twenty-five (225) days per year. In the event an employee chooses to work the two hundred twenty-five (225) days per year, the employee will be permitted to continue to qualify for health and dental insurance benefits at the twelve-month level (2,080 hours per year) with the Board currently paying ninety percent (90%) as set forth in the Collective Bargaining Agreement at Article 35. In the event any of the Principal Secretary positions is later filled with a non-"grandfathered" current employee, benefits shall be paid by the Board in accordance with the applicable formula provided in Article 35 of the Collective Bargaining Agreement. Any Secretary choosing to work two hundred twenty-five (225) days per year shall be compensated for accumulated and unused vacation leave no later than September 1, 2016.

4. Article 35 of the Collective Bargaining Agreement between the Board and OAPSE sets forth the criteria for qualifying for Board-paid benefits and the level at which those benefits are paid. It states as follows:

35.1 The Board of Education shall provide the members of the bargaining unit the same health insurance plan as that provided to the Teachers Association with the Board of Education paying ninety percent (90%) of the premium for the family plan and ninety percent (90%) of the premium for the single plan for full-time

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employees and proportionate contributions for less than full-time employees as provided below:

- A. 12 month employees
 - Single plan - 90% of the premium of the plan selected
 - Family plan - 90% of the premium of the plan selected
 - B. 30 hours per week
 - Single plan - 75% of the premium of the plan selected
 - Family plan - 75% of the premium of the plan selected
 - C. 20-29 hours per week and 6+ years
 - Single plan - 60% of the premium of the plan selected
 - Family plan - 60% of the premium of the plan selected
 - D. 20-29 hours per week
 - Single plan - 55% of the premium of the plan selected
 - Family plan - 55% of the premium of the plan selected
- The Board and OAPSE agree to revise this article.

Any person hired in a classified bargaining unit position after July 1, 2016 or any currently employed person not utilizing Board health and/or dental insurance must be employed for at least thirty (30) hours per week to qualify for any health and/or dental. Employees currently receiving health/dental insurance benefits who work twenty (20) to twenty-nine (29) hours per week shall be permitted to continue to receive the health/dental benefits under Section 35.1 C. and D. of the collective bargaining language as set forth herein.

Article 35.1 will be amended to clearly state that qualifications for medical and/or dental benefits under items 35.1 C. and D. shall only apply to those current employees receiving benefits as of July 1, 2016.

5. The Board will create a classified, exempt administrator position to administer, oversee and supervise the District's EMIS operations. This position is an exempt non-bargaining unit position. However, the Board will permit current classified employees to apply and will give due consideration to current qualified employees wishing to be considered for this position.

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6. The Board and OAPSE agree that all other provisions of the Collective Bargaining Agreement by and between the Board and the OAPSE shall remain in full force and effect.

7. All parties further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and OAPSE.

8. This Memorandum shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION and the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #027 have executed this Memorandum on the dates opposite their signatures.

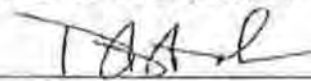
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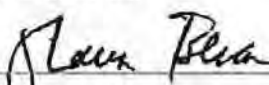
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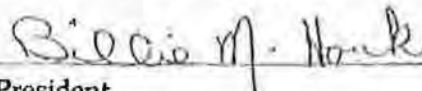
4/14/16
Date

KINGS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION


Superintendent


Treasurer

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, LOCAL #027


President


OAPSE Field Representative

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
KINGS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION
AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL NO. 027**

This Memorandum of Understanding is made and entered into by and between the **KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (the "Board") and the **OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL NO. 027** (the "OAPSE").

WHEREAS, the Board and OAPSE are parties to a current Collective Bargaining Agreement (the "Agreement") in effect from July 1, 2015 through June 30, 2017; and

WHEREAS, OAPSE currently has pending a class action grievance at the arbitration step of the grievance process; and

WHEREAS, the parties have met on numerous occasions in an attempt to amicably resolve the current outstanding grievance which involves the outsourcing of some of the District's custodians; and

WHEREAS, as a result of the conversations between the Board and OAPSE, the parties have reached an amicable settlement of the outstanding grievance.

NOW, THEREFORE, BE IT AGREED, by and between the Kings Local School District Board of Education and OAPSE Local No. 027 as follows:

1. The Board shall agree that it will not engage in a reduction in force (layoff) of existing bargaining unit custodians hired before January 1, 2017 for the purpose of outsourcing unless the District realizes a three percent (3%) or more annual reduction in state funding. In the event the District does realize a three percent (3%) or more reduction in state funding, the Board and the OAPSE leadership shall agree to meet to discuss options that may or may not include the necessity for a reduction in force of custodians for the purpose of outsourcing.

2. The position of Head Custodian at each District school building shall remain a position employed by the District and shall remain a bargaining unit position with OAPSE.

3. When vacancies occur in the bargaining unit custodial positions, as a result of attrition, the positions shall be posted and awarded in accordance with the applicable collective bargaining provisions concerning vacancy and posting. However, OAPSE agrees that the posting period for vacancies in bargaining unit custodial vacancies shall only be three (3) work days.

4. Bargaining unit custodial members who were hired prior to January 1, 2017 and assigned to third shift will be permitted to bid off of third shift before any additional custodial positions are outsourced by the District.

5. Bargaining unit custodians will be given the first opportunity to be offered overtime work. If the Board is unable to fill overtime assignment opportunities with bargaining unit custodians, then the Board shall have the discretion to utilize an outsourced vendor to accomplish the work.

6. This Memorandum shall remain in effect between the Board and OAPSE until June 30, 2020 or the expiration of the successor Collective Bargaining Agreement, whichever occurs first. Additionally, this Memorandum of Understanding and the settlement of the aforementioned grievance shall be enforceable in accordance with the grievance provisions of the current collective bargaining agreement.

7. OAPSE, upon execution of this Memorandum of Understanding, shall withdraw the aforementioned grievance with prejudice. The Board and OAPSE agree to equally split any cost associated with OAPSE's filing for arbitration with the Federal Mediation and Conciliation Service that may have occurred with FMCS or an arbitrator.

8. All other provisions of the Collective Bargaining Agreement currently in effect between the parties hereto and not altered by this Memorandum of Understanding shall remain in full force and for the term of the Collective Bargaining Agreement. No other agreement shall serve to alter the provisions of the current Collective Bargaining Agreement unless agreed to in writing between the parties.

9. The Board and OAPSE further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and OAPSE.

10. This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.


IN WITNESS WHEREOF, the duly authorized representatives of the KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION and the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL NO. 027 have executed this Memorandum on the dates opposite their signatures.

**KINGS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: 3/21/17


By: 

Date: 3/21/17

By: 

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES LOCAL NO. 027**

Date: 03-21-17

By: 

Date: 3/21/17

By: 