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**CONTRACT
BETWEEN**

**THE ST. CLAIRSVILLE-RICHLAND CITY
SCHOOL DISTRICT BOARD
OF EDUCATION**

And

**OAPSE/AFSCME LOCAL 4/AFL-CIO
AND IT'S LOCAL #549**



August 1, 2017 through July 31, 2020

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THIS AGREEMENT, entered into this 1st Day of August, 2017, by and between the BOARD OF EDUCATION of the ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT (hereinafter Board) and LOCAL 549 OF THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES (hereinafter Union):

WITNESSETH:

ARTICLE 1-RECOGNITION

- 1.1 The Board recognizes the Union as the sole and exclusive bargaining agent for all regular, non-teaching employees, except substitutes, seasonal employees, student employees, the Treasurer, Assistants to the Treasurer, Administrators, the Buildings and Grounds Supervisor, the Transportation Supervisor and all secretaries.
- 1.2 The Board and the Union recognize and agree that all employees in the bargaining unit have the right to join, participate in and assist the Union, the right to refrain from such membership, and that the membership not be required as a condition of employment or continuation of employment.
- 1.3 Should any new positions or classifications be created by the Board during the term of this agreement, and should a dispute arise between the Board and the Union as to the inclusion of said position or classification in the bargaining unit, the issue shall be referred to the State Employment Relations Board (SERB) for a resolution according to that agency's procedures.
- 1.4 It is the prerogative of the Board to add to the classifications and to establish the salaries. The Board agrees, however, to negotiate the salaries so established during the next contract negotiations.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Board hereby retains and reserves unto itself, except as limited by the specific and express terms of the Master Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - A. to execute management and administrative control of the school system and its properties and facilities;
 - B. to hire all employees, and subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their suspension, dismissal or demotion, and to promote and transfer all such employees, subject to the provisions of this agreement.
- 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by 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 Master Agreement and Ohio State and Federal Laws which are not superseded by this Master Agreement.

ARTICLE 3 - NEGOTIATION PROCEDURES

3.1 Scope of Bargaining

The Union shall have bargaining rights for all employees in the bargaining unit with respect to wages, hours, fringe benefits, and other terms and conditions of employment.

3.2 Submission of Issues

Negotiations for a successor agreement may be initiated by the Board or the Union by notifying the other party in writing not earlier than ninety (90) calendar days, nor later than Sixty (60) calendar days, before the expiration of this agreement.

3.3 Negotiating Teams

- A. The Board and the Union shall be represented at all negotiation meetings by a team of negotiators not to exceed five (5) members each, two of whom may be observers. Neither party shall have any control over the selection of the negotiations team of the other party. Except for good cause, or by mutual agreement, there shall not be any substitution of a negotiating team member or observer during the course of the negotiations.
- B. The parties mutually pledge that their teams will be clothed with all necessary power and authority to make proposals and to consider proposals in the course of negotiations. All negotiations shall be conducted exclusively between said teams and conducted in private session.
- C. No action to coerce, censor or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party as represented. Both sides agree to conduct themselves in a professional manner.
- D. By mutual agreement either party may present factual information and analysis on an issue or issues subject to negotiation by a consultant retained by that party for such purpose.

3.4 Negotiating Meetings

- A. Within twenty (20) working days after receipt of a written request for a negotiations meeting, the parties shall establish a mutually agreeable site, date and time for such meeting.
- B. Once the date, time and place of the meeting has been established, the following procedure will be used:
 - 1. At first negotiations session, each party will have an opportunity to present its written proposals and give an explanation. After the first session, no items shall be added for negotiations without the mutual consent of the teams.
 - 2. Subsequent negotiations/meetings shall be scheduled until tentative agreement is reached or impasse declared.
- C. Negotiations shall be conducted after regular working hours. Provided, however, if the Board's team insists on a negotiations/meeting during the regular work hours of a majority of the Union's team members, such members shall be released from school duties to attend negotiating meetings. Such meetings shall be scheduled so as not to interfere with normal school schedules whenever possible.

The 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.

3.5 Exchange of Information

Upon reasonable request, the Board shall make available to the Union, and the Union shall make available to the Board all available information pertinent to the issues under negotiations such as financial condition of the district. The Board and the Union will incur no special expense in providing such information to the other party. Nothing contained herein shall require the parties to make available any confidential information or reports expressly compiled for the use of the negotiating teams.

3.6 Agreement

- A. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue subject to final approval by ratification.
- B. When consensus is reached on all matters being negotiated, then the tentative agreement will be submitted to the Union by the Union's negotiation team for its consideration. If ratified by the Union, the tentative agreement shall be submitted to the Board for approval or rejection at its next regular meeting or a special meeting called for that purpose, but, unless otherwise mutually agreed, not later than Thirty (30) days following notice to the Board that the Union has ratified the tentative agreement. The Board shall consider the tentative agreement in executive session and act upon it in public session. Thereafter the tentative agreement shall be signed by both parties.
- C. If the tentative agreement is not ratified by the Union or is not ratified by the Board, the parties shall either (1) resume negotiations; or (2) proceed to impasse under Article 3.7.
- D. Any agreement mutually adopted as provided for herein shall supersede any and all prior agreements reached by the parties hereto.
- E. Within a reasonable time following mutual approval of the tentative agreement, the Union shall prepare a draft of a new Master Agreement for review by the Board's Negotiating Team. Any disputes as to the draft Master Agreement shall be resolved between the Negotiating Teams. Upon mutual approval of the new draft, the Union shall provide a copy to the Board in an electronic format compatible with the Board's operating system.
- F. During the term of the Master Agreement, the Board, through its Superintendent, and the Union, through its President and by a majority of its members in accordance with its By-Laws, may execute a Memorandum of Understanding setting forth the mutual understanding of the parties as to the interpretation and application of the Master Agreement to specific circumstances which were not expressly stated or not in the contemplation of the parties at the time the Master Agreement was mutually executed.

3.7 Impasse

- A. In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse.
- B. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties have solidified and the parties have unresolved negotiation issues.
- C. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the unresolved negotiation issues.
- D. Either party may prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.
- E. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- F. The mediator has no authority to bind either party to any agreements, but may recommend a settlement to either party.
- G. This impasse procedure, as described above, constitutes the parties' mutually agreed upon and exclusive dispute settlement procedure, and shall operate in lieu of any and all of the dispute settlement procedures set forth in ORC 4117.

ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.1 A grievance is an alleged violation, misinterpretation or misapplication of the written agreement entered into between the Board and the Union, setting forth the understanding of the parties upon those matters negotiated and agreed to.
- 4.2 A grievant shall mean an employee within the bargaining unit alleging that some violation, misinterpretation, or misapplication of the aforementioned agreement has actually occurred.
- 4.3 The grievant shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be handled in a confidential manner in accordance with these provisions unless otherwise provided.
- 4.4 Unless otherwise provided, a day shall mean a working day. A working day is further defined as a day when the employee, under his/her individual contract, is working. The number of days indicated at each level shall be considered as maximum and shall not be exceeded. Lack of adherence to time limits by the grievant shall result in a waiver of the right to proceed unless mutual agreement of concerned parties is available. Lack of adherence to time limits by the Administration shall permit the grievant to advance to the next level of the procedure.
- 4.5 A grievant shall not be denied his/her rights under the law, provided, however, upon the filing of a complaint by the grievant or on the grievant's behalf, in any court of competent jurisdiction or the municipal Civil Service Commission demanding relief upon a matter which is the subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be dismissed.

- 4.6 Copies of the documents pertaining to a grievance which has been filed shall be placed only in confidential files of the Treasurer of the Board and President of the Union. The Treasurer shall make these available only to the members of the Board, the Superintendent, legal counsel and by court order, or a public records request in conformity with ORC 149.43.
- 4.7 No grievant may be represented by any employee organization other than an official representative of the Union in any grievance procedure initiated pursuant to this procedure.
- 4.8 No grievant shall be denied the right to legal advice and/or counsel in any of the levels listed below, but representation of the grievant and/or the immediate supervisor at Level One shall be limited to full time employees of the school district who shall serve as witnesses.
- 4.9 A grievance may be withdrawn at any Level without prejudice or record.
- 4.10 Copies of all written decisions of grievances shall be sent to: the Union President, the aggrieved, the Treasurer, and the appropriate administrator.
- 4.11 Mutually agreed upon forms for processing grievances shall be made available through all administrative offices in each building, the central administration building, and through designated officials of the Union. Absence of grievance forms in any administrative office shall first be brought to the attention of the Superintendent's office before a grievance is filed.
- 4.12 In the event that more than one (1) employee is involved in a grievance, it shall be processed through the grievance procedure as a group grievance. In such event the grievance form must be signed by all individual members of the group.
- 4.13 Level One - Formal
- A. A grievance must be filed with the employee's supervisor or building principal within five (5) working days of the occurrence of the alleged grievance. If such grievance is not lodged within five (5) working days, the grievance shall no longer exist. The written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of the written agreement allegedly violated, misinterpreted or misapplied and the relief sought. A copy of such grievance shall be filed with the Superintendent. The employee shall have a right to request a hearing before the supervisor or building principal. Such hearing shall be set within five (5) working days after the receipt of such request. The aggrieved employee shall be advised in writing of the time, place and date of such hearing.
- B. The supervisor or building principal shall take action on the written grievance within five (5) working days after the receipt of said grievance, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reason for the action shall be reduced to writing and copies sent to the employee, the Superintendent, the Treasurer of the Board of Education and the President of the Union.

4.14 Level Two- Formal

- A. If the action taken by the supervisor or building principal does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent by completing the appropriate area of the grievance form. Failure to file such appeal within five (5) working days from receipt of the written notice of the supervisor's or principal's action on said grievance shall be deemed a waiver of the right of appeal. A hearing shall be set by the Superintendent within five (5) working days after the receipt of the request. The aggrieved employee shall be advised, in writing, of the time, place and date of such hearing.
- B. The Superintendent shall take action on the appeal of the grievance within five (5) working days after the conclusion of the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the supervisor or building principal, the Treasurer of the Board of Education, and the President of the Union.

4.15 Level Three- Formal

- A. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Board of Education by completing the appropriate area of the grievance form. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board of Education. Failure to file such appeal within (5) working days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right to appeal. Otherwise the matter shall be placed on the agenda for the next regular meeting of the Board of Education.
- B. The Board of Education shall act upon such appeal no later than the next regular meeting of the Board after such hearing, or as may be mutually agreed upon. Copies of the final action shall be sent to the employee and the Superintendent.

4.16 Level Four - Formal

- A. If the aggrieved person is not satisfied with the disposition at Level Three, he may request that the issue be submitted to arbitration within five (5) working days after receipt of the written notice of the action taken by the Board by filing a notice for arbitration with the Board within the time prescribed herein. Failure to file such appeal within five (5) working days shall be deemed a waiver of the right to appeal.
- B. The arbitrator shall be appointed by the Board of Education and the grievant, or their designated representative, from a list submitted by the Federal Mediation and Conciliation Service. If the parties cannot agree on the selection of an arbitrator, a second list of seven names shall be requested from the Federal Mediation and Conciliation Service, the parties shall alternately strike a name from said list until a single name remains, who shall be the arbitrator. The right to strike first is to be determined by the flip of a coin; the winner shall strike second. The selection must be completed and mailed to the Federal Mediation and

- Conciliation Service within seven (7) days from receipt of the list.
- C. The arbitrator shall have no power to alter, add to, or subtract from the terms of the agreement, nor to make any award which is inconsistent with the terms of the agreement or contrary to law.
 - D. The Arbitrator' award shall be served upon the aggrieved, the Superintendent, the Treasurer of the Board of Education, and the President of the Union and, subject to the limitations in 4.21, shall be binding upon the parties. Unless mutually agreed otherwise, the Arbitrator's award shall be issued within thirty (30) days of the conclusion of the arbitration hearing including the filing of any post hearing briefs.
 - E. The arbitration hearing shall be conducted at a mutually agreeable site in proximity to St. Clairsville, Ohio. A stenographic record of the arbitration proceeding shall be taken through a mutually acceptable court reporter service. The costs of the arbitrator's services; the hearing location and court reporter services shall be equally shared between the Board and the Association. Notwithstanding the foregoing, each party shall bear the cost and expense of any witness appearing before the arbitrator called on behalf of that party and the cost of representation of each party.

ARTICLE 5 - UNION DUES CHECKOFF

- 5.1 The Board agrees to deduct state and local dues from the wages of employees upon written authorization individually executed by any employee.
- 5.2 Monthly dues deductions, along with a list showing the names of those for whom deductions were made and the amount deducted shall be forwarded by the Treasurer of the Board to the Union's state office within the first ten (10) days of each month.
- 5.3 The Union agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason taken by the Board in reliance upon any authorization cards submitted by the Union to the Board.
- 5.4 To the extent authorized by law, dues deduction authorization shall be irrevocable for periods of one year except that authorization may be withdrawn during a period of ten (10) days each year ending August 31. If dues deduction is not revoked during such period it shall continue for successive periods of one year.
- 5.5 Union dues, as certified to the Treasurer of the Board by the Treasurer of the Union annually on September 15, shall be deducted in the following prescribed manner beginning with the last pay period in October. Dues shall be deducted from employee's paycheck twenty-four (24) times a year, which shall be the first two pay periods of each month.
- 5.6 Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Union shall pay to the Union a Fair Share Fee as a condition of employment with the Employer. Such Fair Share Fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the Fair Share Fee

- amounts and of any changes in the Fair Share Fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair Share Fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of Fair Share Fees is not required.
- 5.7 The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, and demands by any employees arising from the deduction of fair share fees made by the Employer pursuant to this Article and to defend the Employer in any such claims, action and demands through attorneys selected by the Union. The Employer agrees to accept attorneys selected by the Union for the defense of claims, actions, and demands by any employees arising under this Article.
- 5.8 The Employer agrees to deduct from the wages of any employee who is 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 notice to both the employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 6 - SENIORITY BID-SYSTEM

- 6.1 Within ten (10) days, excluding weekends and recognized holidays of the date a vacancy occurs, as the result of the creation of a new position, the filling of a position, a transfer, or the retirement or death of the incumbent employee, it shall be posted in one conspicuous place in the high school, middle school, elementary school, bus garage and maintenance building for a period of five (5) working days, except in emergencies. Provided, however, that if a vacancy occurs for a position in which less than forty-five (45) working days remain in the school year, the position may be filled with a temporary substitute, at the discretion of the Superintendent. If the position is to be filled in the next school year, it will be posted as a permanent position. Regular employees must request the vacant position in writing in accordance with the following formula:
- 6.2 First the vacancy shall be offered to the employees within the classification of the position. If two or more eligible employees apply for the position, then the employee with the highest seniority date shall be given the position. The highest seniority date shall be determined by the date of the employee's first day of compensated work as a regular employee of the Board of Education. In the event two employees begin work on the same day, the tie shall be broken by the toss of a coin. Other than breaking ties by the toss of a coin, the foregoing method of determining seniority shall apply only to those employees hired to commence work on or after August 1, 2008. For employees who commenced work prior to August 1, 2008, the previous seniority list determined by the date of hire shall apply.
- A. In the event that the vacancy is not filled within the classification, then it shall be

offered to the eligible employee with the highest seniority date within the bargaining unit.

- B. Employment in the classifications of maintenance, mechanic, and teacher aide shall not be based solely upon seniority. The position shall be awarded to the senior qualified applicant from a list of pre-qualified Bargaining Unit members who bid on the position. Effective August 1, 2011, the Superintendent and/or his designee, an OAPSE representative, and one incumbent member of each of the respective classifications shall meet, at times mutually agreed upon, for the purpose of clarifying qualifications of each classification. Qualifications for each classification shall be developed by the Superintendent, OAPSE representative, and incumbent members of their respective classifications who shall also meet to develop qualifications for newly created positions and a general aptitude test for the position. Once developed, this list of qualifications for each classification shall be available to Bargaining Unit members. Employees wishing to be on the list of pre-qualified Bargaining Unit members for any classification shall submit evidence to the Superintendent or his or her designee that they possess the qualifications for that classification or are in the process of acquiring those qualifications. For teacher aides, library aides, Title One aides and attendants to handicapped students, the employee/applicant must also meet the certifications and qualifications, as developed by the Department of Education, for a paraprofessional or an attendant, as well as the special skills and requirements of any IEP which the assignment may require.
 - C. If, after pursuing the above formula, the vacancy is not awarded to a regular Board employee, the Board may hire from outside the bargaining unit.
- 6.3 If a posting occurs when students are not in session, notice of the posting will also be provided, on the day of posting, to the members of the Bargaining Unit telephonically through the District's mass communication system. This procedure supersedes and replaces the existing policy of notice by regular mail, unless the mass communication system is not operating on the date of posting. Employees desiring the position shall submit their bid to the administrator announcing the bid within five (5) working days, except in emergencies. The notice shall contain a description of the duties and salary range. The posted notice shall be the official notice and any discrepancies between the posted notice and the telephonic notice shall be resolved in favor of the posted notice.
- 6.4 All buildings designated in Article 6.1 shall be posted with Bid Notice Procedures in an open area accessible to all employees.
- 6.5 Seniority is defined as the length of continuous service as a bargaining unit member.
- 6.6 The Superintendent shall make available to the Union through its president on or about September 1, of each year, the current seniority list of all bargaining unit members. Unless the Union objects to the seniority list as presented within thirty (30) calendar days of its delivery to the Union President, the list shall be binding upon the Board and the Union with respect to the application of seniority to any interpretation or application of the provisions of this contract until a new list is generated and delivered pursuant to this paragraph on or before September 1 of the next calendar year. New hires between

September 1 and August 31 of the next year shall be added to the list as of date of commencement of employment. *Note: Placement of an employee on the seniority list as of July 31, 2011 based on date of hire shall not be changed by this provision.*

- 6.7 An employee appointed to fill a vacancy or a newly created position shall serve a probationary period not to exceed thirty (30) working days which are defined as Monday through Friday exclusive of holidays and periods when the employee is on vacation or personal leave. For holidays, personal leave and vacation periods the probationary period shall be extended for exactly as many days, Monday through Friday, as the employee is absent from work. If such employee's performance is unsatisfactory, he may be assigned to his former position at the salary or wage earned prior to his appointment to the vacancy.
- 6.8 New hires shall serve a ninety (90) day probationary period during which time the employee may be terminated at the discretion of the Board upon the recommendation of the Superintendent with or without cause. If the employee successfully completes the probationary period, he/she shall be offered a limited contract for a period of one year from date of hire.
- 6.9 The Notice of Vacancy and bid form shall be as prescribed by the Superintendent. Whether a vacancy is filled or not shall be at the discretion of the Board of Education.
- 6.10 Positions of summer employment shall be posted, and bargaining unit employees are permitted to apply for and receive such positions, if qualified, prior to the same being offered to non-bargaining unit employees. Summer employment, however, is not covered by this bargaining agreement and jobs will be awarded at the discretion of the Board of Education after complying with this section.
- 6.11 An employee who serves a probationary period in a classification shall not be required to serve another probationary period in that classification.

ARTICLE 7 - REDUCTION IN FORCE

- 7.1 Employees laid off because of closing of buildings, abolition of position, lack of work or funds may regress through the classifications in the similar position or classification for which he/she is qualified if the laid off employee's seniority exceeds that of the employee in the classification in that position. The displaced employee shall be, in turn, able to displace any less senior employee in the classification; this process may continue in the classification until the least senior employee is displaced. Seniority shall be as defined in Section 6.5.
- 7.2 If an employee is unable to displace an employee within his/her classification, he/she may bump an employee in another classification on the basis of seniority, provided that the employee has the necessary qualifications as determined by the Superintendent. Any determination by the Superintendent as to qualifications shall not be made arbitrarily or capriciously.
- 7.3 As an alternate lay off method, should an employee's hours be reduced below the level of hours posted in the employee's last successful bid(s), the employee may displace any less senior employee(s) whose position(s) he/she is qualified to perform, as determined by the

Superintendent, and whose hours will have the least effect upon the displaced employee. Any determination by the Superintendent as to qualifications shall not be made arbitrarily or capriciously. Any employee bumped or displaced by another reduced employee shall have the same rights to displace another employee in accordance with the procedure set forth in this Article.

- 7.4 Employees, laid off shall be reinstated to employment in positions for which they are qualified when these positions become vacant after the procedure outlined in Article 6 has been exhausted. Employees with the highest seniority date of continuous employment shall first be reinstated to employment. Employees laid-off pursuant to these provisions shall remain on the recall list for a period of two (2) years.
- 7.5 Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time employees.
- 7.6 The number of employees subject to reduction in force will be minimized, insofar as is practical, by not employing replacements for employees who resign, retire or otherwise vacate a position.

ARTICLE 8 - FRINGE BENEFITS

8.1 Life Insurance

The Board agrees to purchase term life insurance in the amount of Thirty Thousand Dollars (\$30,000.00) per employee, for each employee in the bargaining unit. If during the term of this agreement the teacher's bargaining unit gets an increase in life insurance coverage, the coverage herein, when the teacher's contract is finalized, signed and filed, will be increased to the same limits. To the extent possible, the plan provided shall not limit or exclude payment of benefits as a result of an employee being on leave granted pursuant to this agreement.

8.2 Hospitalization - Major Medical – Prescription Drug and Group Dental

The Board will make available to all employees of the Bargaining Unit Hospitalization-Major Medical; Prescription Drug; and Group Dental Insurance.

8.3 General Conditions:

- A. For employees whose contracted work hours are 30 or more per week, the Board will pay 91.5% of the monthly premium and the employee shall pay 8.5% of the monthly premium and any increases in the premium effective within the term of this contract.
- B. For employees hired after July 31, 2012, whose contracted work hours are less than 30 hours per week, the Board shall pay 70% of the monthly premium and the employee shall pay 30% of the monthly premium and any increases in the premium effect within the term of this contract.
- C. The allocation of premium payments in paragraph (b) shall not apply to a bargaining unit employee who was employed as of July 31, 2012, and who currently receives insurance benefits shall maintain their insurance if that employee should transfer, voluntarily or involuntarily, to a position in which his/her regular work hours are less than 30 per week.

8.4 Section 125 Plan

Effective January 1, 2009, the Board will implement an IRS Plan with respect to the

employee portion of the group health insurance premium. Employees will be provided the opportunity to elect or waive participation in the Plan in conjunction with the open enrollment period for the then existing health insurance plan. New employees will be provided a 14 day period from date of hire to elect or waive participation in the Plan. An employee who elects to participate in the Plan must remain in the plan for the entire calendar year.

Employees shall have thirty (30) days from ratification of this Agreement to opt in or opt out of the Plan for calendar year 2009.

8.5 Vision Insurance

The Board will implement vision insurance for the bargaining unit employees if it is made available to the SEA Members and on the same terms thereof.

ARTICLE 9 - LEAVES

9.1 Sick Leave:

- A. Upon approval by the designated administrator, each non-teaching employee shall be entitled to fifteen (15) days of sick leave with pay for each year completed, which shall be credited at the rate of one and one-fourth (1-1/4) days per month.
- B. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Unused sick leave shall be accumulated for a period not to exceed two hundred twenty five (225) days.
- C. Any unused accumulated sick leave of a person separated from any other public agency shall be transferable as a credit, up to the maximum accumulation of two hundred twenty five (225) days.
- D. Employees who render part-time, seasonal, intermittent, per diem, or hourly services shall be entitled to sick leave for the time actually worked at the rate of the full time employee.
- E. A signed statement on forms provided by the Board to justify the use of sick leave shall accompany the request. If the absence exceeds five (5) consecutive days, a signed written statement from a physician must be provided to substantiate the absence. The statement will list the name and address of the attending physician and the dates consulted.
- F. Immediate family for the purpose of this article is defined as follows: Employee's spouse, mother, father, children, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any relative living in the same household.
- G. This article shall be construed in accordance with ORC 3319.141.

9.2 Personal Leave

- A. At the beginning of each school year, each non-certificated employee shall be credited with four (4) days of personal leave. These days shall be used for any purpose at the discretion of the individual without loss of pay subject to the following exceptions:

- (1.) Within the first week or last two (2) weeks of each school year provided, however,
 - (a.) exceptions to the foregoing limitations may be granted by the Superintendent at his or her discretion for matters of a personal nature to the employee or members of his or her immediate family which do not constitute an emergency, but which were otherwise unanticipated or not under the control of the employee. A nonexclusive list of examples would be:
 - (i.) accidents or other catastrophe involving family property;
 - (ii.) graduations, weddings, or participation of a child of the employee in extra-curricular school activities;
 - (iii.) attending the funeral of a person not within the immediate family of the employee;
 - (iv.) orientation and transportation (to and from) of a child of the employee attending a college, university or other post-secondary institution of higher learning.
- (2.) If the employee's immediate supervisor determines that the granting of personal leave would unreasonably impact the delivery of services within the requesting employee's job classification taking into consideration the number of employees within that classification then presently on approved leave and conditions existing within the district, he or she may deny the use of personal leave on the date or dates requested.
 - (a.) The affected employee may appeal the decision to the Superintendent whose decision on the issue shall be final.
- B. Any individual planning to use such leave shall notify his/her immediate supervisor of such intent at least three (3) working days in advance, unless exigent circumstances exist. Persons who are granted such leave shall be replaced by a substitute according to the Board policy.
- C. At the end of each fiscal year, employees shall be paid a bonus of Sixty Five Dollars (\$65.00) per day for each day of personal leave not used in the preceding school year.

9.3 The Board of Education agrees to permit two (2) duly elected delegates of Local 549, Ohio Association of Public School Employees, leave of three (3) days to attend the OAPSE Annual Conference with continuity of salary.

9.4 Unpaid Leave

- A. An employee who desires to take a leave of absence to further his or her education or to enhance his or her employment skills may apply to the Board for an unpaid leave not to exceed one (1) year. The leave may be extended for an additional year if another application is made and if the same is approved by the Board. Such leave will be unpaid and no benefits shall be paid by the Board during the leave. The granting of such leave is discretionary with the Board. The employee will not lose any seniority rights if such a leave is granted.
- B. An employee who requires a leave of absence because of illness or other

disability shall apply to the Board for an unpaid leave not to exceed two (2) years. Such leave will be unpaid and no benefits shall be paid by the Board during the leave. The employee will not lose any seniority rights if such a leave is granted.

- C. Employees shall be entitled to the benefits conferred by the Family and Medical Leave Act of 1993; such benefits shall be in conjunction with any leave granted herein.

9.5 Sick Leave Donation Program

Subject to mutual agreement between OAPSE Subject to mutual agreement between OAPSE Local 549 and the St. Clairsville Education Association as to Local 549 representation on the Sick Leave Donation Committee, members of the Bargaining Unit may participate in the Sick Leave Donation Program established for employees of the district through the Master Agreement between the Board of Education and the St. Clairsville Education Association, as follows:

- A. The St. Clairsville-Richland School District Board of Education and the St. Clairsville Education Association shall establish a Sick Leave Donation Program. The Sick Leave Donation Program shall remain in effect for the duration of this Agreement and shall be governed by the following procedures.
 - (1.) To qualify for the Sick Leave Donation Program, an employee must be absent due to the employee or a member of the employee's immediate family having experienced a personal catastrophic or chronic illness or injury. The employee must have depleted his/her accumulated leave(s) and used possible advances of sick leave days under this Agreement, and additional days are still needed. **The term "catastrophic illness or injury"** shall include only those illnesses or injuries that are calamitous in nature constituting a great misfortune or are chronic or long term.
 - (2.) Requests for use of the Sick Leave Donation Program will be considered on a case by case basis by the Sick Leave Donation Committee, which will consist of five (5) St. Clairsville Education Association members; two (2) OAPSE Local 549 members; and two (2) Administrative members. The Sick Leave Donation Committee shall develop a FAQ sheet to explain the Sick Leave Donation Program and will make a determination on the following criteria:
 - (a.) The employee must have experienced a personal catastrophic or chronic illness or injury or a member of the employee's immediate family must have experienced a catastrophic or chronic illness or injury as defined in this section that has exhausted or will exhaust the employee's sick leave. If so the Committee will send out a notice to all employees notifying them of the need for donated days. Immediate family for this policy will be defined as: spouse, domestic partner, mother, father, children, brother, sister, mother-in-law, father-in-law, grandchildren, and other persons who stand

- in the place of the above enumerated individuals.
- (b.) Employees requesting consideration for the Sick Leave Donation Program must complete the request on the proper form (See Appendices) and submit one copy to the Treasurer and one copy to the Association President.
 - (c.) Sick leave donations may not be used to defer application for or receipt of disability retirement benefits.
 - (d.) All requests will be subject to the responses of the employees who wish to make donations to an individual approved by the Committee.
 - (e.) All donations of sick leave by employees will remain confidential and should be submitted to the Committee on the proper form. Included on the form shall be a signed statement by the employee donating days, authorizing the Board Treasurer to transfer the days. (See Appendices)
 - (f.) Activation of the Sick Leave Donation Program shall be made by a vote of each committee member. The rule of simple majority will be used to determine if request is granted. All voting will be done by secret ballot.
 - (g.) An employee may request donations more than once in any school year for the same illness or injury, as needed, and as approved by the Sick Leave Donation Committee per school year regardless of the number of requests. The maximum number of days an employee may use per request shall not exceed fifteen (15) days. Total allotment per individual request for the year is up to a maximum of thirty (30) days. The District would not be responsible for more than a total of 150 days per school year to be utilized by the Sick Leave Donation Program.
 - (h.) An employee may apply to the Committee to the Sick Leave Donation Program in advance of the depletion of his/her accumulated sick leave, to be granted, if needed, upon such depletion.
 - (i.) Sick leave usage for the purpose of this program shall be in full or half day units.
 - (j.) All applications to the Sick Leave Donation Program shall be in writing, shall be verified by the Committee, and may be submitted in behalf of an employee by another person when necessary because of the incapacity of the employee.
 - (k.) A doctor's statement is required with the application in order for the application to be considered. The applicant may be required to execute such HIPPA release(s) as may be necessary to provide minimum relevant information to the Committee. Additional information may be requested by the Committee.

- (l.) Employees who have a minimum of thirty (30) days accrued of unused sick leave days at the time the donation request is made, may donate up to five (5) days of sick leave per each request for donation up to a maximum of ten (10) donated days per school year. Employees donating sick leave shall notify the Committee of their donation by submitting a donation form (See Appendix) to the Committee.
 - (m.) The donation of sick leave days by employees is strictly voluntary. The Committee is not responsible to provide sick leave days if none are donated.
 - (n.) Neither the name of the employee requesting the donation of sick leave days nor the names of the employees donating sick leave days shall be disclosed to anyone other than the Committee representatives or those member(s) of the Treasurer's staff who administer the crediting and debiting of sick leave days pursuant to the donation procedure.
 - (o.) Donated sick leave days cannot be requested beyond the school year in which the request is made or beyond the term of the contract under which the requesting employee is employed, whichever comes first.
- (3.) No bank, fund, or carryover balance of donated sick leave days shall be created as a result of the implementation of this section. The Treasurer or his/her staff will only deduct the number of requested and used days up to a maximum of thirty (30) days from those employees who have responded to the donation request.
 - (4.) The Committee shall establish procedures and forms for the recording, reporting, and accounting of Sick Leave Donation Program transactions and shall establish any other procedures necessary for the proper implementation of the Sick Leave Donation Program.
 - (5.) Applications for the Sick Leave Donation Program may be obtained from the Board office.
 - (6.) All decisions of the Sick Leave Donation Committee are final and are neither grievable nor arbitrable. The Association will defend and hold the Board and the Treasurer harmless against claims by a member against the Board relating to the Sick Leave Donation Committee's administration of the Sick Leave Donation Program. Within three (3) days of the final approval of the request, the Sick Leave Donation Committee shall notify the Treasurer of the Board, in writing, of the number of days to be deducted/credited and from whom they are to be deducted/credited. The Treasurer may rely on the accuracy of the information provided by the Sick Leave Donation Committee and shall not be required to modify or

reverse a member's compensation or sick leave accumulation, or otherwise be liable to a member of the Association for acts or omissions based on erroneous or untimely information.

- (7.) The Committee will meet once per year by October 1st to annually review its guidelines.
- (8.) Any district employee is eligible to submit an application to the Sick Leave Donation Committee. Provided, however, that employees who are members of another recognized bargaining unit within the District may not donate or apply without the consent of that bargaining unit.
- (9.) Notwithstanding approval of a request for leave by the Committee, falsification of a request or inappropriate use of sick leave by an employee is subject to discipline.
- (10.) Approved but unused sick leave days will not be returned to the donor.

ARTICLE 10 – HOLIDAYS

10.1 The Board of Education agrees to provide all employees in the bargaining unit with the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. The day before Christmas
10. Christmas Day
11. Good Friday

10.2 If President's Day is designated as an emergency make-up day by the Superintendent, the twelve month employees will receive one additional vacation day.

ARTICLE 11 - HOURS WORKED

11.1 Time worked over regular work hours by employees due to conditions beyond their control will be paid as follows:

1 to 10 minutes	paid 10 minutes
11 to 20 minutes	paid 20 minutes
21 to 30 minutes	paid 30 minutes
31 to 40 minutes	paid 40 minutes
41 to 50 minutes	paid 50 minutes
51 to 60 minutes	paid 1 hour

The pattern set forth above will continue in ten (10) minute increments.

An employee must be delayed to receive payment under this Article. Except in emergency situations, extra work must be approved by the employee's supervisor or another administrator. This payment is for extra time worked in any one (1) day.

11.2 An employee called out to work after his or her regular shift will be paid a minimum of two (2) hours to be compensated at the applicable rate of pay. However, the employee may be required to work in addition to the two hours for which the employee shall be compensated as provided in Section 1 above. Except in emergency situations, callout work must be approved by the employee's supervisor or another administrator.

11.3 The Local Union President shall be granted two hours per month with continuity of pay to perform Union related and/or labor relations' duties. The work must be done outside of his/her regular work shift so no substitutes need be hired.

11.4 An employee who performs work in another classification shall be compensated for the actual hours worked in the classification, at his or her applicable rate of pay or the rate of pay of the classification in which the work exists, or at the employee's regular wage step, whichever is higher. Provided, however, that work performed as a substitute shall be compensated at the substitute rate.

11.5 If the starting time of a shift of an entire classification is changed on a temporary basis (less than five consecutive days), employees in that classification shall be entitled to one (1) hour of additional compensation, at the employee's applicable wage rate, for each day such temporary shift change is utilized. The payment of extra compensation shall be counted as hours worked toward the calculation of overtime. The starting time of an individual employee (as opposed to an entire classification) may only be changed on a temporary basis with the agreement of the employee and supervisor.

11.6 The starting time of an individual employee (as opposed to an entire classification) may be changed on a temporary basis by the immediate supervisor. This shall not result in a permanent shift change, affect hours worked, or affect overtime.

ARTICLE 12 - EXTRA DRIVING ASSIGNMENTS/FIELD TRIPS

12.1 Extra activity pay for bus drivers shall be at a rate equal to two-thirds of step one (1) of a bus driver's wage schedule then in effect. Field trips that occur during the regular work hours will be reimbursed at the driver's regular rate of pay. Any field trips that extend

- beyond the normal work day will be reimbursed at a rate equal to two-thirds of step one (1) of a bus driver's wage schedule then in effect for each hour beyond the normal work day during the term of this agreement. Payment for trips driven shall be included in the employee's paycheck applicable to the time frame when the trip was driven.
- 12.2 All extra driving assignments and field trips will be made among the regular bus drivers from a rotation list, based on seniority. Provided, however, that the Transportation Supervisor may utilize substitute drivers for extra driver assignments of one (1) hour or less which conflict, in whole or in part, with the regular route time for regular bus drivers.
- 12.3 Extra driving assignments and field trips will be assigned from the rotating trip board (a list of all bus drivers interested in taking extra assignments and field trips).
- A. Trips will be put up for bid for two weeks at a time.
 - B. Trips will be posted on every other Monday for one week. Trips will be awarded on the following Monday.
 - C. Drivers shall indicate their interest in, and order of preference of, trips to be driven by affixing their bus number and preference number to the posting.
 - D. The first eligible driver will have choice of all trips that day. The second driver will have second choice and so on until all trips are assigned that day.
 - E. If the trip is canceled and not rescheduled within that week, the driver will be placed at the top of the rotation list.
 - F. If a trip is turned down the driver cannot take it back, it will be awarded to the next available driver.
 - G. Emergency trips will be awarded after regular trips are awarded. The Transportation Facilitator will call the next available driver, and complete the rotation if necessary to offer the trip.
 - H. A driver who is sick on the day of a trip assumes the responsibility of notifying Transportation by 8:30 a.m. whether or not they will take the trip.
 - I. The rotation trip board will be revised at the start of each school year with interested drivers placed on the list in order of seniority.
 - J. Drivers wishing to be added after the start of the school year shall be placed at the bottom of the list.
 - K. If a driver declines the assignment, or cannot be contacted through a reasonable effort by the Transportation Supervisor or his/her designee, then that driver's name shall be skipped over. A telephone call to the residence (or designated phone) of the driver shall be considered a reasonable effort to contact under this provision.
- 12.4 Substitute drivers, coaches or other employees shall not be called for bus trips until all regular drivers have declined or are unavailable. This provision does not apply to van trips by certified drivers in conformity with the Ohio Department of Education Regulations.
- 12.5 During the first week of school each year, drivers shall inform the Transportation Supervisor as to their desire to participate in extra activity assignments through the rotation list. Failure of a driver to complete three (3) consecutive extra driving assignments/field trips which the driver had previously accepted in a school year may result in that driver being removed from the rotation list for the remainder of the school year, unless good cause

is shown.

- 12.6 Cancelled Trips - If a driver reports for a field trip on a non-scheduled work day and has not been given a minimum of two (2) hours' notice of the cancellation of the field trip, the driver shall be paid two (2) hours at his/her regular hourly rate. If a field trip which was scheduled to leave within 30 minutes of the conclusion of the driver's regular route (AM or PM), the driver will not receive extra pay even though 2 hours' notice of the cancellation was not given.
- 12.7 When a Board-owned bus is leased to another political subdivision, the driver shall be selected according to the above mentioned seniority rotation board.

ARTICLE 13 – OVERTIME

- 13.1 Hours worked in any week beyond forty (40) hours will be compensated at one and one-half (1 ½) times the regular hourly rate of pay. If the employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time shall be granted by the administrator on a time and one-half basis at a time mutually convenient to the employee and the administrator within 180 days after the overtime is worked.
- 13.2 Overtime work must be authorized by the employee's supervisor and shall be offered first to the employees in the building where the work is to be performed, on a rotating basis. If no employee from that building chooses to work, then the work shall be offered to other employees in that classification who have signed up to do overtime work.

ARTICLE 14 - EMERGENCY DAYS

- 14.1 All employees shall be paid their regular rate of pay for their regular shift when schools in which they are assigned do not open due to an epidemic, severe weather conditions, or other public emergency. Days to be made up will be scheduled at the Superintendent's discretion with reasonable notice to the employees. Employees who are not required to work on an emergency day shall not be compensated unless overtime applies.
- 14.2 Any employee required to work on an emergency day and thereafter performs work at the direction of his or her supervisor shall be paid one and one-quarter (1 1/4) times his rate of pay for hours worked, or in lieu thereof compensatory time off shall be granted at the same rate. An employee who reports to work on an emergency day because notice of closing could not reasonably be communicated to the employee prior to reporting shall be compensated for call-out pay pursuant to Section 11.2. A timely telephone call to the residence or otherwise designated phone number of the employee shall be considered reasonable communication to the employee not to report to work under this provision.
- 14.3 Emergency days actually worked and to the extent worked shall be counted as days worked for the purpose of determining overtime.
- 14.4 Custodial employees will be assigned on non-student days to any job within the system dealing with custodial or maintenance work as directed by the Supervisor of Maintenance. Work outside of the custodial classification will, insofar as possible, be

- minimized.
- 14.5 On days when the start of school is delayed for up to two (2) hours, the following classifications shall report to work at their regular shift start time, unless otherwise notified by their supervisor: maintenance, custodial, mechanic/head mechanic. These employees shall be compensated at their regular rate of pay for all hours worked or granted, at the employee's options, compensatory time off in an amount equal to the number of hours worked. If the employee chooses to utilize compensatory time, it shall be scheduled at a time agreed upon by the employee and his/her supervisor. The remaining classifications shall report at the time of delayed shift, and be compensated at their regular rate of pay for the entire day.
- 14.6 If students are dismissed prior to the end of the regular school day, due to epidemic, severe weather conditions or other public calamity, employees of the building(s) affected shall be compensated their regular shift at their regular rate of pay. Provided, however, that affected employees may be required to remain beyond the dismissal time by their supervisor for reasons of safety, security of the premises and/or remaining personnel, or to complete work assignments requiring immediate attention. Employees required to remain on such days and employees who are required to work additional hours on such days (e.g. extra runs by bus drivers) shall be compensated for all hours worked at a rate equal to one and one quarter (1 ¼) times the employee's regular rate of pay or one and one half (1 ½) times the employee's regular rate of pay if overtime applies.

ARTICLE 15 – VACATIONS

- 15.1 All eleven (11) and twelve (12) month employees are entitled to and shall be granted upon request the following vacation with pay each school year:
- A. During the first year of employment - no vacation;
 - B. After completion of one year through ninth year - two (2) weeks;
 - C. After completion of tenth year through fourteenth year - three (3) weeks;
 - D. After completion of fifteenth year and over - four (4) weeks.

ARTICLE 16 - EMPLOYEE EXPENSES AND MATERIALS

- 16.1 Uniforms
The Board agrees to contract with a uniform service to furnish and maintain in a clean serviceable condition three (3) pairs of uniforms for mandatory wear for each of the bus mechanics and maintenance persons per week. Also, the Board will furnish, on an as needed basis, rain gear to include raincoats, rain hats, rain pants, and boots for the maintenance employees.
- 16.2 Work Clothing and Uniforms
- A. The Board will provide maintenance employees with a \$200 per year non-cumulative allowance for work clothing to be paid on a receipt/reimbursement basis.
 - B. For the 2017-18 school year all existing custodial employees will receive five (5)

new shirts, approved by the Superintendent. Upon employment, newly hired custodial employees will receive five (5) shirts and a coat, approved by the Superintendent. Subsequent to the 2017-18 school year, custodial employees will annually receive three (3) shirts, approved by the Superintendent. Custodial employees will be required to wear their shirts while working during the school year. Work gloves will continue to be provided to custodial employees on an as needed basis and should the clothing provided herein be damaged in the course of employment and under circumstances beyond the control of the employee, the same shall be replaced

- C. Shirts and coat are to be worn only when working or traveling to and from work. Violation of this provision may be a basis for discipline.

16.3 Tools

The Board of Education agrees to provide the tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

ARTICLE 17 - EMPLOYEE EVALUATION

- 17.1 Any evaluation critical of an employee's job performance which is to be made a part of his personnel file shall be examined by the employee and initialed by him prior to being placed in his file.
- 17.2 If the employee refuses to initial said evaluation, then a witness to its presentation to the employee and his refusal may initial the evaluation prior to it being placed in his file.
- 17.3 Within ten (10) working days of presentation or examination of an evaluation of his job performance, an employee may present for inclusion in his personnel file his written comments regarding the evaluation.

ARTICLE 18 - PERSONNEL FILES

- 18.1 An employee may examine his personnel file upon his/her written request. The file is to be examined in the administration offices and in the presence of a witness designated by the administration. Nothing may be removed from the file by the employee. The employee will not be permitted to examine pre-employment references or communications in the file; nor will he be permitted to examine communications between the Board and the Board's legal counsel. No employee may examine his personnel file during working hours.
- 18.2 The Board of Education shall maintain the records in an employee's personnel file for such period of time as may be required by law. Provided, however, that negative evaluations or disciplinary records of the employee more than three (3) years old, other than convictions for a felony as defined in ORC 124.34(A) or a violation of RC 2907.03(A)(7), [Sexual battery toward a student] with respect to any other matters regarding the employment relationship between the employee and the Board.

ARTICLE 19 - DISCIPLINARY ACTION

- 19.1 Discipline shall be imposed upon bargaining unit employees pursuant to this Article and applicable state laws and local civil service regulations.
- 19.2 A verbal warning to an employee shall be documented by the immediate supervisor, placed in the employee's personnel file, and a copy provided to the employee. On an alleged first offense (other than a verbal warning), the employee's immediate supervisor shall notify the employee of the time and place of an informal conference and the reasons for such conference. Unless mutually agreed between the employee and the supervisor, the conference shall not be held less than two (2) business days following notice to the employee (day of notice not counted; day of conference counted). After the conference, the supervisor will submit a report of the outcome of such conference to the Superintendent for inclusion in the employee's personnel file. The employee will receive a copy of the report submitted by the supervisor. Within ten (10) working days following receipt of the report, the Superintendent, or his/her designee, shall meet with the employee to determine what discipline, if any, is warranted. The Superintendent, or his/her designee, shall provide written notice of his or her decision regarding discipline to the employee, the supervisor and the Union President within five (5) business days of the conference. If the discipline involves the reduction, suspension of more than three (3) working days or removal, the Board, through the Superintendent, or his/her designee, shall state the reasons therefore. Notice to the employee and the Union President may be by personal delivery or certified mail posted within the five (5) day period addressed to the employee's said Union President's residence address in the records of the Treasurer. All time limits herein may be modified by mutual agreement of the employee and the administration.
- 19.3 No such person shall be reduced in pay or position, suspended or removed except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of the regulations of the workplace, or policies of the Board, of which the employee has been provided notice and are not in conflict with this agreement, or any other failure of good behavior, or any other acts of misfeasance, malfeasance or nonfeasance in office, or conviction of a felony as defined in ORC 124.34(A) or a violation of RC 2907.03(A)(7). A violation of Division (A)(7) of Section 2907.03 of the Revised Code (Sexual Battery toward a student of or assigned to the district) is grounds for termination of employment.
- 19.4 Within ten (10) days following delivery or posting of a notice of discipline by the Superintendent which involves reduction, suspension of more than three (3) working days or removal of the employee, the employee may file an appeal in writing with the local civil service commission which shall:
- A. forthwith notify the Board of the appeal,
 - B. fix a date for hearing of the appeal which shall be within thirty (30) days from and after its filing with the commission,
 - C. affirm, disaffirm. or modify the order of the Board.
 - D. By mutual agreement of the employee through the Union and the

Superintendent with approval of the Board, and with the consent of the Chair of the St. Clairsville Civil Service Commission, the appeal may be submitted to arbitration in accordance with level 4 of Article 4 of this agreement. The arbitrator may then affirm, disaffirm or modify the decision of the Superintendent. If the discipline is affirmed, the cost of arbitration shall be borne by the Union. If the discipline is disaffirmed, the cost of arbitration shall be borne by the Board. If the discipline is modified, the Union and the Board shall equally share the expenses of arbitration.

- 19.5 Notwithstanding the foregoing, the substantive and procedural rights of the employee with respect to a conviction for a felony as defined in RC 124.34(A) or a violation of RC 2907.03(A)(7), or their successors, shall be governed by the provisions of RC 124.34, or its successor.

ARTICLE 20 - MISCELLANEOUS WORKING CONDITIONS

- 20.1 Employees are required to attend in-service meetings unless excused by their supervisor. Regular attendance at any in-service training day shall be compensated at the employee's regular hourly rate.
- 20.2 A copy of the Agenda of the Board meeting shall be given to the president of the local or designee at the same time it is given to the news media. Minutes of Board Meetings will be made available after Board approval. Notification of meetings shall be given, whenever possible, twenty-four (24) hours in advance thereto.
- 20.3 An employee shall be entitled to leave without loss of pay for the time the employee is required to perform jury duty. The Board shall pay the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee, whose regular assigned shift commences 1:30 p.m. or after and who is required to serve all, or more than four hours, of the day on jury duty, shall be relieved from work with pay.
- 20.4 The Employer agrees to provide one (1) bulletin board at each building staffed by employees of the bargaining unit, including the bus garage, for the exclusive use of the Union. All notices which appear on the Union's bulletin boards shall be initialed by the individual posting such notice; the board is for information purposes only, and no derogatory material shall be posted.
- 20.5 The cost of any required fingerprinting and/or background checks required of bargaining unit employees will be allocated as follows:
- A. For any applicant for employment to commence work on or after August 1, 2008, the cost shall be borne by the applicant.
 - B. The cost of any subsequent fingerprinting and/or background check required by law for an employee employed as of August 1, 2008, shall be borne by the Board.
- 20.6 Notwithstanding the lunch hours provided to other classifications, whether paid or unpaid, the afternoon custodians shall receive a paid one-half hour lunch period in lieu of a shift differential, and Aides will receive a half-hour paid lunch within their contract hours.

- 20.7 For an employee whose primary (as opposed to substitute) job classification is Teacher Aide, the Board will pay up to One Hundred Dollars (\$100.00) of the cost associated with renewal of that employee's Educational Aide Permit as long as that renewal is routine and not caused by the conduct or misconduct of the employee, and the application fee for renewal of that permit is for the maximum period of time for which that employee is then eligible, unless otherwise mutually agreed upon with the Superintendent.
- 20.8 All newly hired employees that are members of the bargaining unit shall attend a thirty-minute paid union orientation. The meeting shall take place in private and on the first staff day at the start of the school year. If a new member is hired during the school year, the local president, or his designee, shall meet with the new hire(s) within the first two (2) weeks of employment at a time approved by the Supervisors.

ARTICLE 21 - BUS MISCELLANEOUS

- 21.1 For an employee whose primary (as opposed to substitute) job classification is Bus Driver, the Board will pay up to Fifty Dollars (\$50.00) of the cost associated with re-certification of a bus driver's license as long as that recertification is routine and not caused by the driving record or misconduct of the employee. If during the term of this agreement, the cost of re-certification increases by Five Dollars (\$5.00) or more, this provision shall be renegotiated.
- 21.2 Bus drivers will receive one and one half (1 ½) hours per week for thirty-six weeks as additional compensation for preparation time (i.e. safety inspection, fueling, washing the bus sweeping and general cleaning). This time will be added after the first month of the school year and must have the driver signature each pay period, that all items are completed. Failure of the employee to complete such assignments, as required by law, may serve as a basis for discipline, including but not limited to, reduction or elimination of such additional compensation for such assignment, to be determined and imposed pursuant to the procedure set forth in Article 19.
- 21.3 Bus drivers shall be paid for all class time actually spent in state mandated re-certification classes at the field trip rate of pay.
- 21.4 The Drug and Alcohol testing of CDL License holders is controlled by St. Clairsville-Richland City School District Board policy GAT/4162. The policy will not be modified without bargaining except those changes which may be mandated by federal law, state law or local law.

ARTICLE 22 - SEVERANCE PAY

- 22.1 The Board of Education shall pay an employee who elects to retire the total per diem rate for one-third (1/3) of the first one hundred twenty (120) days of accumulated sick leave and twelve percent (12%) of all additional accumulated above one hundred twenty (120) days.
- 22.2 Such payment shall be made in cash and based upon the employee's per diem pay at the time of retirement.

- 22.3 The Treasurer is directed to advise all individuals who have retired to establish procedures for the processing of applications and to process such applications for conversion of sick leave from employees who retired.

ARTICLE 23 - CONSISTENCY WITH LAW

- 23.1 If any provision of an agreement between the Board and the Union shall be found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 24 - NO STRIKE CLAUSE

- 24.1 In consideration of the rights and privileges extended to the Union and its members through this Agreement, the Union agrees that it shall not call for nor shall its members participate in a local strike against the St. Clairsville-Richland City School District or the St. Clairsville-Richland Board of Education.
- 24.2 If the agreement set forth in the paragraph above is breached by either the Union or any of its members, the Board may, at its sole discretion, terminate any or all of the provisions of this Agreement, in addition to the exercise of any other rights it may have.
- 24.3 Refusal of the Union or any of its members to cross a picket line established by any other employee organization recognized by the Board as the bargaining agent for other employees within the district shall not be construed as a breach of this Agreement.

ARTICLE 25 – SUBSTITUTE WORK & TEMPORARY ASSIGNMENT

- 25.1 Members of the bargaining unit will be given first choice and be compensated at the substitute rate for any and all substitute employment prior to selecting outside substitute replacements. However, to be considered, the bargaining unit members must be on the substitute list. The bargaining unit members, in order to be on the substitute list, will be subjected to no more stringent requirements than non-bargaining unit members. However, the positions of sub-mechanic and sub-maintenance shall be subject to testing procedures developed in accordance with Section 6.2(B).
- A. The employer is not required to offer substitute employment to bargaining unit members on the substitute list if:
- (1.) The assignment would constitute “job interference” by causing the bargaining unit employee to leave his or her regular assignment to perform substitute work. It shall be the responsibility of the employee to notify the administrator of any classification for which the employee has been placed on the substitute list of any change in the employee’s regular assignment as to classification, shift or other factor which may alter the employee’s availability for substitute work in that classification, and to provide the same notice to said administrator of a return to the employee’s regular

assignment or shift or removal of a limitation on the employee's ability to perform substitute work in that assignment. Failure of the employee to provide such notification shall permit the administrator to assume that the employee is working his or her regular assignment and shift for purposes of determining whether offering substitute work to that employee would constitute "job interference".

- (2.) An exception to such "job interference" would be emergency situation in which the supervisor may assign an available qualified bargaining unit member to perform the substitute work and then assign another bargaining unit member to perform the duties of the bargaining unit member assigned to the substitute work. Any employee affected by this arrangement will be compensated at the rate of the classification of the assigned duties or his/her regular classification rate, whichever is higher.
 - (3.) The substitute assignment is no longer than two (2) hours in any work day.
- B. The employer is not required to recognize preference to mechanics or other employees of the bus garage for substitute bus driving assignments solely on the basis that the substitute assignment would generate overtime for those employees under Article 13.

25.2 Employees may be temporarily assigned for not more than one (1) consecutive work day to work at a location or activity different from their regular assignment only at the request of an administrator and with the approval and at the discretion of the building principal at which the employee is regularly assigned.

ARTICLE 26 - CLASSIFIED WAGE SCHEDULE/WORK SCHEDULE

- 26.1 The classified wage schedule indicating the period during which the same will be in force follows on the three (3) subsequent pages.
- 26.2 As long as the Employer maintains its policy of providing employees with unpaid days off rather than have the employees work more than 260 days per year, the parties agree that these days will be scheduled in conjunction with the Christmas Holiday.
- 26.3 25 years: Twenty-five cents (\$0.25) per hour above the negotiated salary schedule
- 26.4 Wage Increase
 - A. 2017 – 4% Increase
 - B. 2018 – 3% Increase
 - C. 2019 – 2% Increase

ARTICLE 27 - ENTIRE AGREEMENT CLAUSE

- 27.1 This agreement contains the full and complete agreement between the Board and the Union on all negotiable issues and neither party shall be required, during the term thereof, to negotiate upon any issue whether it is covered or not covered in this agreement unless otherwise mutually agreed. This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- 27.2 The provisions of this agreement shall be effective from August 1, 2017, and shall remain in force and effect through July 31, 2020.

SIGNED at St. Clairsville, Ohio, the day and year first above written in multicopies each signed copy of which shall be deemed an original.

ST. CLAIRSVILLE-RICHLAND CITY BOARD OF
EDUCATION

By: Walter E. Skaggs
Walter Skaggs, Superintendent

CHAPTER 549 OF THE OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES

By: Bernard Delloma
Bernard Delloma, President

St. Clairsville-Richland City School District
Classified Employees
OAPSE Salary Schedule / 2017-2018 School Year
4% Wage Increase

Prep Server

184 work days/11 holidays
 Total Days = 195 days
 6hr. day/1170 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	15.44	18,064.80
2	15.75	18,427.50
3	15.79	18,474.30
4	15.95	18,661.50
5	16.12	18,860.40
10	16.35	19,129.50
15	16.59	19,410.30
20	16.82	19,679.40
25	17.07	19,971.90

Prep Server/Banking

184 work days/11 holidays
 Total Days = 195 days
 6hr. day/1170 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	16.42	19,211.40
2	16.62	19,445.40
3	16.78	19,632.60
4	16.97	19,854.90
5	17.13	20,042.10
10	17.38	20,334.60
15	17.64	20,638.80
20	17.89	20,931.30
25	18.14	21,223.80

Interpreter

182 work days/11 holidays
 Total days = 193 days
 7.5 hr. day/1447.5 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	18.29	26,474.78
2	18.46	26,720.85
3	18.66	27,010.35
4	18.80	27,213.00
5	19.00	27,502.50
10	19.27	27,893.33
15	19.57	28,327.58
20	19.87	28,761.83
25	20.12	29,123.70

Educational Aide

182 work days/11 holidays
 Total days = 193 days
 7.5 hr. day/1447.5 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	15.51	22,450.73
2	15.69	22,711.28
3	15.85	22,942.88
4	16.04	23,217.90
5	16.22	23,478.45
10	16.46	23,825.85
15	16.68	24,144.30
20	16.91	24,477.23
25	17.16	24,839.10

Special Educational Aide

182 work days/11 holidays
 Total days = 193 days
 7.5 hr. day/1447.5 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	16.51	23,898.23
2	16.69	24,158.78
3	16.85	24,390.38
4	17.04	24,665.40
5	17.22	24,925.95
10	17.46	25,273.35
15	17.68	25,591.80
20	17.91	25,924.73
25	18.16	26,286.60

Maintenance

249 work days/11 holidays
 Total days = 260 days
 8 hr. day/2080 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	17.59	36,587.20
2	17.77	36,961.60
3	17.94	37,315.20
4	18.15	37,752.00
5	18.30	38,064.00
10	18.58	38,646.40
15	18.86	39,228.80
20	19.13	39,790.40
25	19.38	40,310.40

Custodian

249 work days/11 holidays
 Total days = 260 days
 8 hr. day/2080 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	16.33	33,966.40
2	16.54	34,403.20
3	16.70	34,736.00
4	16.88	35,110.40
5	17.06	35,484.80
10	17.31	36,004.80
15	17.57	36,545.60
20	17.80	37,024.00
25	18.05	37,544.00

Bus Drivers

182 work days/11 holidays
 Total days = 193 days
 4 hr. day/772 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	18.29	14,119.88
2	18.46	14,251.12
3	18.66	14,405.52
4	18.80	14,513.60
5	19.00	14,668.00
10	19.27	14,876.44
15	19.57	15,108.04
20	19.87	15,339.64
25	20.12	15,532.64

Mechanic/Bus Driver

230 work days/11 holidays
 Total days = 241 days
 8 hr. day/1928 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	18.79	36,227.12
2	18.96	36,554.88
3	19.16	36,940.48
4	19.30	37,210.40
5	19.50	37,596.00
10	19.77	38,116.56
15	20.07	38,694.96
20	20.37	39,273.36
25	20.62	39,755.36

NOTE: The "Annual" columns are included for reference only. Actual wages will be determined utilizing the hourly rate and the contracted hours for each individual employee.

St. Clairsville-Richland City School District
Classified Employees
OAPSE Salary Schedule / 2018-2019 School Year
3% Wage Increase

Prep Server

184 work days/11 holidays
 Total Days = 195 days
 6hr. day/1170 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	15.90	18,603.00
2	16.22	18,977.40
3	16.26	19,024.20
4	16.43	19,223.10
5	16.60	19,422.00
10	16.84	19,702.80
15	17.09	19,995.30
20	17.32	20,264.40
25	17.57	20,556.90

Prep Server/Banking

184 work days/11 holidays
 Total Days = 195 days
 6hr. day/1170 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	16.91	19,784.70
2	17.12	20,030.40
3	17.28	20,217.60
4	17.48	20,451.60
5	17.64	20,638.80
10	17.90	20,943.00
15	18.17	21,258.90
20	18.43	21,563.10
25	18.68	21,855.60

Interpreter

182 work days/11 holidays
 Total days = 193 days
 7.5 hr. day/1447.5 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	18.84	27,270.90
2	19.01	27,516.98
3	19.22	27,820.95
4	19.36	28,023.60
5	19.57	28,327.58
10	19.85	28,732.88
15	20.16	29,181.60
20	20.47	29,630.33
25	20.72	29,992.20

Educational Aide

182 work days/11 holidays
 Total days = 193 days
 7.5 hr. day/1447.5 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	15.98	23,131.05
2	16.16	23,391.60
3	16.33	23,637.68
4	16.52	23,912.70
5	16.71	24,187.73
10	16.95	24,535.13
15	17.18	24,868.05
20	17.42	25,215.45
25	17.67	25,577.33

Special Educational Aide

182 work days/11 holidays
 Total days = 193 days
 7.5 hr. day/1447.5 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	17.01	24,621.98
2	17.19	24,882.53
3	17.36	25,128.60
4	17.55	25,403.63
5	17.74	25,678.65
10	17.98	26,026.05
15	18.21	26,358.98
20	18.45	26,706.38
25	18.70	27,068.25

Maintenance

249 work days/11 holidays
 Total days = 260 days
 8 hr. day/2080 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	18.12	37,689.60
2	18.30	38,064.00
3	18.48	38,438.40
4	18.69	38,875.20
5	18.85	39,208.00
10	19.14	39,811.20
15	19.43	40,414.40
20	19.70	40,976.00
25	19.95	41,496.00

Custodian

249 work days/11 holidays
 Total days = 260 days
 8 hr. day/2080 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	16.82	34,985.60
2	17.04	35,443.20
3	17.20	35,776.00
4	17.39	36,171.20
5	17.57	36,545.60
10	17.83	37,086.40
15	18.10	37,648.00
20	18.33	38,126.40
25	18.58	38,646.40

Bus Drivers

182 work days/11 holidays
 Total days = 193 days
 4 hr. day/772 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	18.84	14,544.48
2	19.01	14,675.72
3	19.22	14,837.84
4	19.36	14,945.92
5	19.57	15,108.04
10	19.85	15,324.20
15	20.16	15,563.52
20	20.47	15,802.84
25	20.72	15,995.84

Mechanic/Bus Driver

230 work days/11 holidays
 Total days = 241 days
 8 hr. day/1928 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	19.35	37,306.80
2	19.53	37,653.84
3	19.73	38,039.44
4	19.88	38,328.64
5	20.09	38,733.52
10	20.36	39,254.08
15	20.67	39,851.76
20	20.98	40,449.44
25	21.23	40,931.44

NOTE: The "Annual" columns are included for reference only. Actual wages will be determined utilizing the hourly rate and the contracted hours for each individual employee.

St. Clairsville-Richland City School District
Classified Employees
OAPSE Salary Schedule / 2019-2020 School Year
2% Wage Increase

Prep Server

184 work days/11 holidays
 Total Days = 195 days
 6hr. day/1170 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	16.22	18,977.40
2	16.54	19,351.80
3	16.59	19,410.30
4	16.76	19,609.20
5	16.93	19,808.10
10	17.18	20,100.60
15	17.43	20,393.10
20	17.67	20,673.90
25	17.92	20,966.40

Prep Server/Banking

184 work days/11 holidays
 Total Days = 195 days
 6hr. day/1170 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	17.25	20,182.50
2	17.46	20,428.20
3	17.63	20,627.10
4	17.83	20,861.10
5	17.99	21,048.30
10	18.26	21,364.20
15	18.53	21,680.10
20	18.80	21,996.00
25	19.05	22,288.50

Interpreter

182 work days/11 holidays
 Total days = 193 days
 7.5 hr. day/1447.5 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	19.22	27,820.95
2	19.39	28,067.03
3	19.60	28,371.00
4	19.75	28,588.13
5	19.96	28,892.10
10	20.25	29,311.88
15	20.56	29,760.60
20	20.88	30,223.80
25	21.13	30,585.68

Educational Aide

182 work days/11 holidays
 Total days = 193 days
 7.5 hr. day/1447.5 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	16.30	23,594.25
2	16.48	23,854.80
3	16.66	24,115.35
4	16.85	24,390.38
5	17.04	24,665.40
10	17.29	25,027.28
15	17.52	25,360.20
20	17.77	25,722.08
25	18.02	26,083.95

Special Educational Aide

182 work days/11 holidays
 Total days = 193 days
 7.5 hr. day/1447.5 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	17.35	25,114.13
2	17.53	25,374.68
3	17.71	25,635.23
4	17.90	25,910.25
5	18.09	26,185.28
10	18.34	26,547.15
15	18.57	26,880.08
20	18.82	27,241.95
25	19.07	27,603.83

Maintenance

249 work days/11 holidays
 Total days = 260 days
 8 hr. day/2080 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	18.48	38,438.40
2	18.67	38,833.60
3	18.85	39,208.00
4	19.06	39,644.80
5	19.23	39,998.40
10	19.52	40,601.60
15	19.82	41,225.60
20	20.09	41,787.20
25	20.34	42,307.20

Custodian

249 work days/11 holidays
 Total days = 260 days
 8 hr. day/2080 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	17.16	35,692.80
2	17.38	36,150.40
3	17.54	36,483.20
4	17.74	36,899.20
5	17.92	37,273.60
10	18.19	37,835.20
15	18.46	38,396.80
20	18.70	38,896.00
25	18.95	39,416.00

Bus Drivers

182 work days/11 holidays
 Total days = 193 days
 4 hr. day/772 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	19.22	14,837.84
2	19.39	14,969.08
3	19.60	15,131.20
4	19.75	15,247.00
5	19.96	15,409.12
10	20.25	15,633.00
15	20.56	15,872.32
20	20.88	16,119.36
25	21.13	16,312.36

Mechanic/Bus Driver

230 work days/11 holidays
 Total days = 241 days
 8 hr. day/1928 total hours

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual</u>
1	19.74	38,058.72
2	19.92	38,405.76
3	20.12	38,791.36
4	20.28	39,099.84
5	20.49	39,504.72
10	20.77	40,044.56
15	21.08	40,642.24
20	21.40	41,259.20
25	21.65	41,741.20

NOTE: The "Annual" columns are included for reference only. Actual wages will be determined utilizing the hourly rate and the contracted hours for each individual employee.