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AN AGREEMENT

between

THE LEETONIA EXEMPTED VILLAGE SCHOOL
DISTRICT BOARD OF EDUCATION

and

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,
AFSCME, AFL-CIO, CHAPTER 224

EFFECTIVE: SEPTEMBER 1, 2017

EXPIRES: JULY 31, 2020

ARTICLE I

PREAMBLE

This Agreement is hereby entered into by and between the Board of Education of the Leetonia Exempted Village School District, hereinafter referred to as the "Employer" and the Ohio Association of Public School Employees', AFSCME/AFL-CIO, Chapter 224, hereinafter referred to as the "Union".

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote individual efficiency and service to the citizens of the Leetonia Exempted Village School District; 3) To promote fair and reasonable working conditions; 4) To avoid interrupted or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time and regular part-time employees occupying the positions of secretary, aide, cook, custodian, and bus driver, excluding all casual, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE IV

ASSOCIATION SECURITY AND DUES CHECK-OFF

4.01 All present employees within the bargaining unit who are members of the union shall remain members of the union.

All employees who do not become members in good standing of the union shall pay a fair share fee to the union effective sixty (60) days from the employee's date of hire. The fair share fee amount shall be certified to the Board by the Treasurer of the local union and shall not exceed the dues regularly required of union members. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the union of fair share fees shall be made in accordance with the regular dues as provided herein, and employees, who are not members of the union, are required as a condition of employment to pay the fair share fee.

The Treasurer of the Board shall deduct from the employee's pay all dues deductions and fair share fees. The Association shall forward to the Treasurer by September 1 of each year the amount to be deducted

for that year if changed from the previous year.

Deductions shall be made in eighteen (18) equal installments beginning in October and ending in June.

The Board Treasurer shall forward to the OAPSE State Treasurer the amount of the State dues/fees, along with complete description by name and amount, for each employee. A copy of this description shall be forwarded to the Local Treasurer. The Board Treasurer shall forward directly to the Local Treasurer the amount deducted from the Local dues. This shall be done within ten (10) days following each deduction.

The Association shall defend and indemnify the Board of Education and hold them harmless against any and all claims, demands, suits, or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken by the Leetonia Exempted Village Board of Education for purposes of complying with any of the provisions of this article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Association shall retain control of and appointment of legal counsel for defense and indemnification purposes.

ARTICLE V MANAGEMENT RIGHTS

5.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for cause; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the starting and quitting time and the number of hours to be worked by its employees; 4) make any and all rules and regulations; 5) determine the work assignments of its employees; 6) determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 7) establish, expand, transfer and/or subcontract work.

5.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE VI NO-STRIKE

6.01 The Union hereby agrees that it will not call or encourage a strike, nor will any employee strike for the duration of this Agreement. For the purposes of this article, a strike means concerted action in failing to report to duty; willful absence from one's position, stoppage of work; slowdown or abstinence in whole or in part from the full faithful, and proper employment for wages, hours, terms and other conditions of employment. Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

6.02 The Employer agrees that it shall not lockout any employees for the duration of this Agreement.

ARTICLE VII

NON-DISCRIMINATION

7.01 The Employer of the Union agrees not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sexual orientation, gender, or handicap.

ARTICLE VIII

DISTRIBUTION OF AGREEMENT

8.01 Within thirty (30) days after the execution of this Agreement, the Board shall print or duplicate and provide without charge a copy of this Agreement to every employee in the bargaining unit. Additional five (5) copies to be available if needed by the President of Chapter during the duration of this contract.

8.02 The distribution of this agreement is the duty of the local President, who will obtain a signature from each employee to verify receipt; this list will be submitted to the Board office. New employees will receive their copy of this agreement from the Union President.

ARTICLE IX

VACANCIES AND JOB POSTINGS

9.01 When a job vacancy or newly created positions occurs within the bargaining unit, the Employer will post an announcement of such vacancy in each department for a period of five (5) working days. The announcement shall contain the job title, a brief job description and the rate of pay. The Board has the right to establish additional positions. When the Board establishes an additional position, the salary and benefits shall be negotiated with the union before the position is posted.

9.02 An employee wishing to apply for the posted vacancy must submit his/her application in writing to the Superintendent by the end of the posting period in order to be considered for the position.

9.03 When a permanent position is posted, it shall be filled within sixty (60) work days from the date of posting.

9.04 Employees may apply for any vacancy or newly created position for which they are qualified. When, in the opinion of the Superintendent all other considerations and the applicant's qualifications are equal, an employee in the bargaining unit shall be given first consideration. When, in the opinion of the Superintendent all other considerations and two (2) or more employee applicants' qualifications are equal, that employee having greater system seniority shall be given first consideration. When, in the opinion of the Superintendent the interests of the school district would be best served to employ an individual other than a current employee to fill a vacancy he/she shall not be denied the right to do so. Any employee with more seniority than the individual chosen shall, upon request, be given the reasons he/she was not chosen.

9.041 In the case of a bargaining unit member being placed into a new position outside of the current classification, a thirty day interim period shall be in effect whereby the employee may wish to return to the former job. The administration may assess performance in the new position. During this thirty day period the previous position shall be filled on a substitute basis. All terms of this agreement related to job postings and vacancies will be followed.

9.042 Employees wishing to be considered for summer help may submit a letter of interest to the

Superintendent prior to May 1st each year. Based on qualifications, bargaining unit members will be given priority over outside applicants. Summer help shall be on an as needed basis determined by the Maintenance Supervisor and will be paid at the current Substitute Custodian rate.

9.05 If the Employer determines that the new employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee, in writing, by the Employer with a copy to the Union.

9.06 When an employee is transferred or promoted to a different classification, his or her new salary shall be calculated by finding the equal or next higher salary step in the new classification.

9.07 Drug and Alcohol Testing of commercial Driver's License Holders – It is acknowledged by OASPE that the Board must comply with the Omnibus Transportation Employee Testing Act of 1991 and all Federal, State and Ohio Department of Education requirements, and that such mandatory compliance may affect the terms and conditions of employment for certain bargaining unit members.

9.071 The Bargaining Unit Leadership will be consulted in the choice of testing site.

9.072 Release time with pay shall be granted to bargaining unit members whose presence is required to attend negotiation meetings that are required and are conducted during the employee's regularly scheduled hours of employment.

9.08 Criminal Records Check - It is acknowledged by the OAPSE that the Board may employ individuals prior to receipt of a Criminal Records Investigation Report, as required by the Ohio Revised Code. It is expressly agreed between the Board and OAPSE that the Board may discharge any employee who is employed prior to receipt of the Criminal Records check, if the subsequent Criminal Records check contains a report of any of the offenses outlined in Ohio Revised Code, which prohibit, by law, the Board from employing the individual. If any discharge of an employee must occur, the mandates of R.C. 3319.081 (Termination Statute) shall not be required.

ARTICLE X TEMPORARY CLASSIFICATION

10.01 When a bargaining unit member performs a work assignment other than his or her own position on a temporary basis, the following circumstances shall be in place:

- a. Such opportunities shall be offered to employees on a seniority driven basis. Employees will not be permitted to exceed the 40 hours per week limit due to substitute assignments. Employees may not be taken from their regularly assigned work time to substitute in another position (only hours outside normal assigned workday may be worked as a substitute.)
- b. If the temporary assignment is in the same classification as the employee's permanent position, the employee's usual rate of pay shall be in effect.
- c. If the employee is temporarily assigned to a position with a compensation schedule greater than his/her own, the higher rate of pay shall be in effect. Years of service credit shall also be reflected in the hourly rate.
- d. If the employee is temporarily assigned to a position with a compensation schedule less than his/her own, the board approved substitute rate of pay shall be in effect.
- e. In reference to item "d" above, if the known duration of the temporary placement (at the time of the initial assignment) is longer than 4 consecutive workdays, the applicable rate

of pay for that particular assignment, given the employee's years of service, according to the negotiated pay scale, shall be in effect. If the duration of the assignment was not known at the onset, the above applicable rate of pay shall be in effect on the fifth day, or when the longer duration becomes known (whichever is sooner).

- f. Any employees who works a total of more than six (6) consecutive hours per day as a combination of their regular assigned work and temporary (substitute assignment) will be given a half hour paid lunch. The combined total of hours worked and lunch shall not exceed eight (8) hours.

ARTICLE XI

LAY-OFF AND RECALL

11.01 Where, due to financial reasons, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.

11.02 Employees within the affected job titles shall be laid off according to their relative seniority by job classification with the least senior being laid off first, provided that all temporary, casual, and employees on limited contract within the bargaining unit are laid off first in the above respective order. For the purpose of this Article "job classifications" shall mean the various positions included within the Recognition Article of this Agreement.

11.03 In all cases where one employee is exercising his/her seniority to displace (bump) another employee, his/her right to displace (bump) into another job title is subject to the condition that he/she is qualified for the position and able to perform the functions and duties of the position to which he/she is attempting to displace (bump) into.

11.04 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee pursuant to the above provisions shall be laid off.

11.05 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his/her right to recall for twenty-four (24) months from the date of his/her lay-off.

11.06 Notice of recall shall be sent to the employee's address listed on the employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his/her position and forfeits all rights to employment with the Employer.

11.07 In event that the Leetonia Exempted Village School District consolidates or merges with another school district, current OAPSE members will automatically transfer to available positions within the new school district, first by classification then to other positions according to qualifications. Transfers will be done on the basis of classification seniority first then by district seniority. After employees have been placed, those who remain on lay-off will have the first opportunity to fill positions as they become available before anyone from outside the district is hired. In this case OASPE members will have recall rights for a period of not less than sixty (60) months.

ARTICLE XII

SENIORITY

12.01 Seniority shall be defined as an employee's uninterrupted length of continuous service with the Employer, commencing with the last date of hire.

12.02 An employee's seniority shall be terminated when one or more of the following occur:

- a. he/she resigns;
- b. he/she is discharged for cause;
- c. he/she is laid off for a period of time exceeding twelve (12) months;
- d. he/she retires;
- e. he/she is unable to return to work upon expiration of any leave applicable to him/her;
- f. he/she refuses recall or fails to report to work within five (5) days from the date the Employer sends the employee a recall notice, by certified mail, return receipt requested.

12.03 Employer approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.

12.04 If two or more employees have the same length of continuous service, seniority will be determined in descending order, by:

- a. the minutes from the board meeting at which the employee was hired, and then by:
- b. the date the employee signed his/her initial employment contract with the Employer, and then by:
- c. any remaining ties will be broken by lot.

ARTICLE XIII

SICK LEAVE

13.01 Sick leave shall be defined as an absence with pay necessitated by the illness, injury, or pregnancy of the employee, exposure to contagious disease which could be communicated to others, and absence due to illness, injury or death of the employee's immediate family.

13.02 All employees shall earn sick leave at the rate of their hourly position multiplied by 1.25 per month (For example: an 8 Hour Custodian would accumulate 10 hours per month in sick leave [8 hours x 1.25 = 10 hours per month]).

Any injury incurred while the employee is performing their duties and results in time off from work must use sick leave. When in the case workmen's compensation is awarded to the employee retroactively, the sick leave used will return to the employee upon repayment to the district of said sick leave.

13.03 An employee who is to be absent on sick leave shall notify his/her supervisor of such absence at least one (1) hour before the start of his/her work day each day he/she is absent, unless the absence is expected to be for more than three (3) days, where the employee will then give the Employer an approximate date of his/her return to work.

13.04 Sick leave may be used in segments of not less than one-half (1/2) day. Employees may use flex time instead of sick leave with the approval of their supervisor.

13.05 Sick leave absence of five (5) consecutive days due to personal illness will require a physician's slip

verifying treatment/office visit verifying such absence.

13.06 When an extended medical leave of absence of ten (10) consecutive workdays is utilized by a bargaining unit member; a written statement by his/her physician shall be necessary before return to work. Such statement shall indicate that the individual is physically and mentally capable of performing his/her assigned duties for the position held. Such statement shall be sent to the Superintendent's Office.

13.07 Any abuse of sick leave or the patterned use of sick leave may be sufficient cause for disciplinary action.

13.08 When the use of sick leave is due to an illness in the "immediate family," the term shall be defined as to include the employee's spouse, children, parents, brother, sister, guardians, step-parents, mother/father-in-law, and grandparents. For reasons of death, "immediate family" is defined as all of the above plus, grandparents of spouse, grandchildren, brother/sister-in-law, niece/nephew, and aunt/uncle.

13.081 When sick leave is used for reasons of death as specified in above (13.08), up to 10 days may be used in the case of death of a spouse or child, parents and parents of spouse. Up to 5 days may be used in the cases of death of other specified individuals.

13.09 Sick leave may not be used for the purpose of child-care for a child/ children who are not actual members of the employee's household. Sick leave may not be used to enable the child's custodial parent to transfer the responsibility for child-care to avoid his/her absence from work. If accident or illness requires both the custodial parent and child to seek medical care, the school employee may utilize sick leave to provide such assistance.

13.10 Each bargaining unit member shall be advanced five (5) days sick leave-if necessary. If a deficit sick leave balance exists at the time an employee leaves the Board's employment, those days shall be deducted from the employee's final paycheck.

13.11 Sick Leave Advance

The District will advance to any bargaining unit member who has been employed in the district a minimum of one (1) full year, a maximum of 5 (five) days of sick leave when the employee's accumulated sick leave has been completely depleted. The advanced days shall be repaid at a rate of 2.5 days per year, at the rate of one-half (1/2) day per month until repaid. The remaining earned sick days shall accumulate, and may be used as per the terms of the master agreement by the employee. Should voluntary separation of employment occur while the employee still owes previously advanced sick leave to the district, the employee shall reimburse the district. If the employee misses no actual sick days, the repaid days shall not affect recognition pay.

The employees must use their vacation or personal days prior to borrowing sick days.

13.12 Sick Leave Transfer

In extra-ordinary circumstances (a catastrophe: i.e. life altering injury, illness or condition), the Association may initiate a one-time transfer of sick leave from bargaining unit members to a named specific unit member who has exhausted or shortly will exhaust his/her accrued sick leave. A member may receive a transfer no more than forty-five (45) days in any one school year. Bargaining unit members wishing to assist the member in need may transfer no more than two (2) days in any school year. Sick leave can only be transferred for the personal illness, injury or condition of a member or illness, injury or condition of a spouse or dependent children.

The sick leave transfer must be approved by the Board after a written request from the Association for the

transfer. The request must detail the reasons for the transfer. The sick leave transfer is irrevocable, and shall cause the contributing member to have his/her sick leave reduced accordingly. It shall be the responsibility of the Association to distribute the approved form and return those requesting a transfer of sick leave to the Treasurer's office.

ARTICLE XIV SEVERANCE RETIREMENT PAY

14.01 Once notification from SERS is received, severance pay shall be granted and calculated at one-fourth (1/4) of the first 160 days his/her accumulated sick leave, plus one-eighth (1/8) of his/her accumulated sick leave in excess of the 160 days up to the limit of the established maximum accumulation for each year of this contract. The number of days calculated shall be multiplied times the employee's daily rate of pay at the time of his/her retirement.

14.02 Severance pay shall be paid to personnel within thirty (30) days of receipt of notification from SERS that the employee has officially retired.

14.03 Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at that time. Such payment shall be made only once to any employee.

14.04 Payment shall be based upon the employee's daily rate of pay at the time of retirement.

14.05 In the event of the employee's death before retirement, payment of severance will be paid to his/her estate. Such payment shall be calculated as per the formula applied to unused sick leave days at time of employee's death. (Calculated in the manner as severance pay based upon retirement.)

14.06 The Board and OAPSE expressly agree that the severance pay language of Article XIV, as contained above, constitutes the total compensation due an employee upon retirement.

ARTICLE XV PERSONAL LEAVE

15.01 Each member of the bargaining unit shall be eligible for three (3) personal leave days per school year with pay. Except in cases of emergency, notification for personal leave shall be submitted three days in advance of the anticipated absence. Any personal day request shall be considered approved unless returned with reasons for refusal to the bargaining unit member within three (3) days of being submitted to the central office.

15.02 The Administration reserves the right to restrict the use of Personal Leave to no more than ten (10%) percent of the District's staff in any given classification on the same day, and to limit the Personal Leave when the combination of Personal and Professional Leave would result in more than fifteen (15%) percent of the District's staff in any given classification being absent on the same day.

15.03 In the above circumstance, Personal Leave requests will be considered for approval in the order received. Should requests be received on the same day which, if approved, would exceed the limit for that day, the request of the employee(s) who have had the lesser number of personal leave days already approved for that school year will be considered for approval first. Should that number of days be equal,

seniority will be used to determine consideration, with the most senior member of the bargaining unit receiving first consideration.

15.04 Personal Leave is not accumulative from year to year, but any unused personal leave days from the previous year shall be converted to accumulated sick leave days on the first day of the new year. Up to one (1) personal day may be rolled over during the length of this contract in lieu of conversion to sick days at the discretion of the member. When the personal day is rolled over the recognition pay will be reduced for the year in which the day was rolled over.

ARTICLE XVI

ASSAULT LEAVE

16.01 Any employee of the Board of Education assaulted while in the course of his/her employment on school premises or while in attendance at an official school function and disabled from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave (Leave granted under this policy shall not be charged against sick leave).

16.02 To be eligible for assault leave, the employee shall:

- a. Apply for Workmen's Compensation benefits; and
- b. Make a written statement concerning the assault on forms provided by the Board; and
- c. Agree to file criminal and/or civil prosecution against person or persons involved.

If Workmen's Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received and the employee's regular salary.

ARTICLE XVII

PROFESSIONAL LEAVE

17.01 Classified personnel may attend, without loss of pay and with reasonable expenses paid, meetings concerned with their school jobs, when recommended by the Superintendent and approved by the Board. Approval for such meetings must be within the limitations of the appropriations made for this purpose.

17.02 A professional leave form is required to be submitted in kiosk if the employee is to be absent for one-half day (1/2) or more of a working day. Classified personnel may be required to submit a report to the Superintendent highlighting the meeting.

17.03 Court Duty Professional Leave: All bargaining unit members who are summoned for jury duty shall be granted necessary leave. The employee compensation for said leave shall be the difference between the employee's regular compensation and the compensation received as a juror. All bargaining unit members participating as witnesses in a State Employee Relations Board (SERB) hearing shall be granted all necessary leave and shall not be docked any pay in accordance with SERB procedures. Staff must provide the Treasurer's office with a copy of the check paid to them for Jury Duty.

17.04 Arbitration/Mediation: A professional leave form is required for attendance at bargaining unit initiated grievance arbitrations or similar mediation, or time required in preparation for such.

ARTICLE XVIII

FAMILY MEDICAL LEAVE

18.01 Family and Medical Leave Act of 1993 (FMLA) - Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this Agreement, the 12 weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits. Notification of leave start date request must be presented, in writing, to the Leetonia Board of Education for approval.

ARTICLE XIX

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LEAVE

19.01 The Board agrees to permit employees designated as OAPSE delegates to use paid vacation or personal leave or unpaid leave to attend the annual OAPSE Conference, not to exceed three (3) days for two (2) delegates, per year.

19.02 OAPSE shall notify the Superintendent not less than ten (10) days in advance of such conference. The Board shall incur no financial obligations as a result of this Article.

ARTICLE XX

UNPAID LEAVE

20.01 Unpaid leave may be granted to an employee provided it is requested and approved in advance by the Board of Education. The employee must reimburse the Board for hospitalization coverage on a prorated basis at 30% of the daily cost while on unpaid leave. Taking such leave without the prior approval of the Board shall constitute cause for termination of the employee's contract.

Reimbursement for "leave of up to 5 days" shall be deducted from the next pay. Reimbursement for "leave of over 5 days" may be deducted from up to the next 3 pays at the option of the employee.

ARTICLE XXI

REPRIMANDS

21.01 It shall be the goal of the administration to issue reprimands only as a last resort. If, however, a reprimand is necessary, the basic concepts of just cause, privacy, and due process shall be maintained at each level of the reprimand. Reprimands must be handled in a professional manner. A reprimand should be given to an employee within 10 working days of the event on which the discipline is based.

21.02 Reprimands, when appropriate, shall be progressive in nature. If an employee is charged with a violation which would be initiated at a higher level, due process and just cause shall be afforded the employee. Only violations deemed of a serious nature by the superintendent shall be initiated at a higher level.

21.03 Progressive steps of a reprimand shall be:

1. oral
2. written
3. suspension without pay

4. termination

Reprimands at level two and above shall be in writing and submitted to the employee. The employee in a meeting of reprimand at any level will be entitled to have a representative of the Union present.

21.04 Only the Superintendent has the right to suspend an employee's contract. The suspension shall be for no more than three (3) working days. In the event of a suspension, the employee shall have the right to appeal to the Board through the grievance procedure. If the Board rejects the suspension, back pay will be made. Suspensions will not interrupt the continuous service of the employee.

21.05 Reprimands over five years old will be expunged from the employee's file upon written request by the employee provided no relevant reprimands have been added to the file.

21.06 Re-assignment is not, by definition, a form of discipline.

21.07 All disciplinary action may be appealed by normal grievance procedures.

ARTICLE XXII LABOR MANAGEMENT MEETING

22.01 The Superintendent or his/her designee will meet with the president of the Association once a month if requested, in writing, to discuss matters of concern to the Association on a district-wide basis.

22.02 Members of the classified staff, one (1) from each classification will be in attendance at all Labor/Management meetings held between the Administration and the certified staff.

ARTICLE XXIII SMOKE-FREE BUILDINGS

23.01 All facilities owned by the Leetonia Exempted Village Board of Education will be designated SMOKE-FREE BUILDINGS. As a result, the use of any kinds of tobacco, including but not limited to cigars, pipes, cigarettes, chewing tobacco, snuff, e-cigarettes, etc., will not be permitted inside any facility owned by the District.

ARTICLE XXIV BUS DRIVER/FIELD TRIPS

24.01 Sports/Field Trips - Sports/Field trips will be divided into Fall, Winter, and Spring seasons. All trips will be bid by the desiring bargaining unit drivers at a mandatory group meeting prior to each season, on the basis of seniority rotation starting with the most senior driver on seniority rotation list having the first opportunity to pick his/her trip (one at a time) then rotating through the seniority list until all trips have been bid. Bidding of trips will begin at the top of the seniority rotation list for each season. All trip bids will be assigned and copies given to the assigned drivers. All trips not available during the group meetings will be considered extra trips.

Extra Trip - Extra trips are defined as trips that are not bid during the seasonal group meetings. All the desiring bargaining unit drivers interested in extra trips will place their names on the extra trip rotation list. The desiring bargaining unit drivers will bid extra trips on the basis of seniority; with the most senior

driving on the list having the first opportunity to take a trip until all extra trips have been bid. A driver who accepts or declines a trip will not bid another trip until all other drivers on that list have accepted or declined a trip.

Bus drivers may not give up his/her regular route in order to take a sports trip. A driver may give up his/her regular route to drive for a class field trip. The Administration will make every effort to schedule trips to accommodate the regular driver's schedule. If a trip cannot be scheduled or delayed for a regular driver then a substitute will be called to take the trip. A driver may not withdraw from a scheduled trip without a forty-eight (48) hour notice to the Transportation Supervisor except in cases of an emergency.

24.02 The Board agrees to reimburse employees for the license renewal for the CDL of the lesser of \$29.00 or the difference between a regular driver's License fee and the CDL fee.

24.03 Time is included in daily route for Pre-Trip inspection; cool-down, cleaning and fueling.

24.04 Route times will be determined prior to the start of the school year by the transportation department through a transportation routing program and driving of the routes by the bus driver and a supervisor. The bus driver will use a professional day for the upcoming school year to drive these routes in August if there is no professional development day scheduled for the upcoming year the driver will be paid their hourly wage. Once determined, the route time will be rounded up in ten (10) minute increments. These times will be the established route times for the school year. When significant changes in the route, during the year, creates a change in timing of fifteen (15) minutes or more, per day (changes in student numbers, pick-up points, roads traveled, etc.) the Administration and Driver shall jointly agree upon an adjustment in pay. A total of fifty (50) minutes will be added to the established route time for daily maintenance/required procedures. Routes will be bid each year in the case that a route changes more than 15 minutes at the beginning of each contract year.

24.05 Those bus drivers who are permitted to take their busses home each night and who are required by the Superintendent to plug in engine block heaters when the temperature is low shall be compensated at the rate of \$110 per contract year. Payment to be made with monthly Board approved bills in November.

24.06 When bus drivers are required by the Superintendent to take their busses for maintenance or repair work to a site, they shall be compensated at the field trip rate.

24.061 A trip ticket will be issued to the driver to keep track of his/her time. Such compensation shall not be applicable when taking a bus to a local site (such as Geary's) for routine maintenance. Payments will be made in the first pay of each month for services rendered in the previous month.

24.062 In the event that a bus must be taken and left for a period of time, arrangements will be made through the superintendent's office to return the bus driver, and any driver involved shall be compensated as above.

24.07 Bus drivers are required to thoroughly clean their bus, inside and out, before the start of school. Drivers will be reimbursed \$120 per year, payable in the second payroll check of September. Keeping the bus clean the rest of the year is assumed to be included in their daily rate, along with a thorough cleaning to be performed on the last in-service day of the school year.

24.071 Reimbursement for cleaning supplies will be paid upon receipts up to \$20. Drivers to prepare list of approved supplies.

24.08 Bus drivers shall reimburse the Board monthly for personal calls on bus phones (incoming or outgoing). Payroll deduction will automatically be made if outstanding balance is longer than one (1) month.

24.09 Bidding of Bus Routes: When a driver's regular route decreases in driving time so as to assert them ineligible for the District health insurance plan, the effected driver(s) may follow this process: The effected driver may request to be placed onto the route of the least senior driver that is eligible for health insurance benefits, provided he/she is of lower seniority than the effected driver. The displaced driver shall assume the route of the effected driver.

24.10 When a driver is sent out on a special trip, not consecutive to one's regular driving time schedule, the driver will be guaranteed .5 hour at the regular rate.

24.101 A mid-day run to the Columbiana County Career and Technical Center shall be paid at a rate equivalent to two (2) hours of the driver's rate. This run is an extra trip and as such is offered by weekly rotation to interested drivers.

24.102 When the Administration deems a Preschool run necessary, the Preschool run shall be paid at a minimum of (1) hour of the driver's rate. This run is an extra trip and as such is offered by weekly rotation to interested drivers.

24.103 MH job site will be paid at Step 0 for 2017-2018, Step 1 for 2018-2019 and Step 2 for 2019-2020 of the regular bus driver's scale. The driver will be compensated for three (3) hours of time for driving the trip.

24.11 Regular hourly rate at step 0 on the bus driver pay scale shall be paid to the driver when driving to and from the site of random drug testing (for normal DOT required testing) and to all drivers when on the site for random drug testing.

24.12 Regular hourly rate at step 0 on the bus driver pay scale shall be paid to drivers when attending required in-service training.

24.13 Regular hourly rate at step 0 on the bus driver pay scale shall be paid to the driver when driving to and from the site for State bus inspection and while the driver is on the site for inspection purposes.

24.14 All costs of CDL recertification training will be paid by the Board, including driving time at the regular hourly rate at step 0 of the bus driver pay scale to the testing site.

24.15 Regular hourly rate at step 0 of the bus driver pay scale shall be paid to drivers for driving time when on field trips, sports trips and extra trips. Driving time means from point of pick-up to activity and back to place of drop-off. Driving time will be added, by the Office for 10 minutes for driving to storage and 10 minutes from storage. Regular hour rate at step 0 of the bus driver pay scale shall be paid for non-driving time when such trips are in progress. Regular hourly rate at step 0 of the bus driver pay scale will be added, by the Office, for 15 minutes pre- trip, if needed (if a pre-trip has not been performed on that bus that day), and 5 minutes cool down.

24.16 All costs of CDL re-certification training, excluding fingerprinting, will be paid by the Board, including driving time at step 0 of the bus driver pay scale to the testing site.

24.17 Regular bus drivers will be notified of any last-minute field trips before a substitute is contacted.

24.18 Drivers will be notified no less than forty-eight (48) hours in advance of all student field trips. If during the forty-eight (48) hour period prior to a scheduled trip, there is a change in the number of busses requested that results in a driver losing work, then he/she shall receive two (2) hours driving time as compensation. This provision does not apply to circumstances beyond the control of the district, (i.e.: weather, cancellations by other districts or entities, act of God, etc.).

ARTICLE XXV JOB DESCRIPTION

25.01 The Association President shall be furnished with a copy of the job description of each classification or any changes thereto covered under the terms of this Agreement.

25.02 The job descriptions for each classification shall be reviewed at the request of either party as needed.

ARTICLE XXVI OVERTIME

26.01 Members of the bargaining unit shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of forty (40) hours per week for bus drivers and custodians for summer hours and 8 hours per day for all other members, excluding alarm drops. Holidays count as time worked for this purpose.

26.011 Custodial charges for any Sunday shall be double time excluding Alarm drops. (Holidays count as time worked for this purpose.)

26.012 Absolutely no outside function, OPEN TO THE PUBLIC, at Leetonia Schools without a custodian on duty. Comp time may be granted in lieu of paid time when mutually agreed upon with the maintenance supervisor and custodian.

26.013 A cook will be present any time the kitchen facilities are being used for cooking purposes.

26.014 Overtime and extra time for cooks will be offered by a seniority basis. However, with each opportunity, the person who is offered first shall be determined by rotation through the list.

26.015 When an event held early in the day, in the cafeteria, requires an additional cook to be called into work, that employee shall remain on duty until the start of their contracted hours.

26.016 Time sheets for recording the individuals overtime or extra time shall be posted in a prominent place to insure accuracy and accessibility.

ARTICLE XXVII WORK WEEK

27.01 The work week shall consist of five (5) consecutive days, Monday through Friday. This article shall

not restrict extension of the regular work day or week on an overtime basis when such is necessary to carry on the business of the school district.

27.011 Employees who work 260 days per contract year may have the option to work four (4) days per week during the summer months which will entail them to work ten (10) hours each of those days. The decision will be made by the Supervisor each year as to whether this will be applicable. The Supervisor will make the decision on when the change in days will begin and end. The Supervisor will confer with the custodians to develop the schedule for the 4 day work week during the summer months. If an employee must use paid leave, they will be required to use the leave in 10-hour increments on the days of absence.

27.02 To the extent possible and practicable, regular full time bargaining unit members, who have not yet begun their regular daily working hours, within the same job classification, and regularly assigned to work less than eight (8) hours per day, shall be afforded the opportunity to work up to eight (8) hours pending approval by the maintenance supervisor on a seniority rotation basis before a substitute employee is assigned to the work.

27.03 Administrators, Supervisors, and certified staff shall not perform the work of bargaining unit employees on a consistent and continuous manner and to the extent that such work would eliminate a bargaining unit member's job.

27.04 All custodians, secretaries, paraprofessionals and cooks that work more than six (6) consecutive hours will receive a paid lunch break. (i.e. A custodian working 2 p.m. to 10 p.m. will work 7 ½ hours plus a ½ hour paid lunch.

27.05 When a daylight shift custodian reports off, an afternoon shift custodian will be offered to move up to the daylight position when needed. This rotation will always start with the most senior employee.

ARTICLE XXVIII

PAY DAY

28.01 The Board shall begin a twenty-four (24) equal pay cycle under this Contract on the 1st of September 2017. Pays shall be twice a month on the 15th and 30th. Beginning in August of 2018, the 30th of August shall be the first pay of the new contract and shall continue for subsequent years. If the 15th or 30th falls on a weekend, the pay date will be moved to a weekday. A calendar will be provided to each staff member at the beginning of each contract year that will contain the pay dates for that school year.

28.012 All employees shall participate in the direct deposit payroll plan as established.

ARTICLE XXIX

WAGES

29.01 Effective September 1, 2017, all employees will be paid in accordance with Appendix C of the negotiated agreement. A Salary Column for Head Cook will be added to Appendix C. The hourly rate will be \$0.25/hr. in addition to each step of the Cook's salary column.

29.02 Library Aides shall be employed 20.5 hours per week.

29.021 Van drivers for Special Education Transportation may be employed for up to 20 hours per week at the hourly rate of step 1 of the bus driver pay scale for the length of this contract.

29.022 Front Door Office Assistants may be employed for up to 20 hours per week on the Aide column of the salary schedule. Front Door Office Assistants will be granted a one year contract and not entitled to a continuing contract. Front Door Office Assistants will start on the step corresponding with experience in the position and advance to a maximum of step three (3) for the length of this contract. Any new hires for Front Door Office Assistants will start on step zero (0) and advance accordingly to a maximum of step three (3).

29.03 Recognition Pay

29.031 Each employee who has two (2) or fewer days of absence chargeable to sick leave and/or personal leave during any year shall receive a recognition payment from the Board according to the following schedule:

- a. An employee who has used no (0) days of sick leave or personal leave during the year shall receive a one-time recognition payment of \$250. An employee whose contracted days exceed 205/year shall receive \$300.
- b. An employee who has used not more than one (1) day of sick leave and/or personal leave during the year shall receive a one-time recognition payment of \$100. An employee whose contracted days exceed 205/year shall receive \$120.
- c. An employee who has not used more than two (2) days of sick leave and/or personal leave during the year shall receive a one-time recognition payment of \$50. An employee whose contracted days exceed 205/year shall receive \$60.

29.05 When a food service supervisor is not present for at least 2 consecutive hours one (1) cook will be designated to assume the responsibilities of the food service supervisor and receive an additional 25 cents per an hour for the time she/he is fulfilling the food service supervisor's responsibilities.

29.06 Short hour custodian(s) may work eight (8) hours per day from June 15th to August 15th. These employees may be afforded the same provisions as the aforementioned employees in 27.011.

ARTICLE XXX

VACATION

30.01 All full-time, twelve month employees, shall be entitled to vacation leave with full pay excluding legal holidays as the schedule indicates as follows:

- A. After one (1) year of service and up to and including four (4) years of service, the employee shall be entitled to two (2) weeks' vacation (10 days);
- B. After four (4) years of service and up to and including thirteen (13) years of service, the employee is entitled to three (3) weeks' vacation (15 days);
- C. After thirteen (13) years of service, the employee is entitled to four (4) weeks' vacation (20 days).

New employees hired mid-year will receive vacation days prorated based on the number of months worked through the end of the contract year. These days will be given on the first day of the next contract year.

30.02 A part time custodian, if so employed, shall receive paid vacation days in hours equal to their daily work schedule. A six (6) hour custodian will receive paid vacation of 6 hours per vacation day; a four (4) hour custodian would receive 4 hours pay per vacation day. Custodians who work less than four hours per day shall not earn vacation days.

30.03 Employees shall not accumulate vacation leave from one year to the next.

30.04 For the purpose of this section, a full-time employee is a person who is in service for not less than eleven (11) months of each calendar year. Permission must be granted from the Superintendent's Office for scheduled vacation time.

ARTICLE XXXI

HOLIDAYS

31.01 Cooks, Secretaries, Aides, and Bus Drivers will be compensated for six (6) holidays as follows:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Christmas	Memorial Day

Custodians will be compensated for twelve (12) holidays as follows:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Friday after Thanksgiving	President's Day
Christmas Eve	Good Friday
Christmas Day	Memorial Day
New Year's Eve	Independence Day

31.02 Except as otherwise provided in this Article, an employee must be in paid working status or properly excused on the employee's scheduled working day immediately preceding and following the holiday for which the employee is paid. An employee required to work on a holiday shall be paid time and one-half (1 1/2) their regular rate of pay for all hours worked in addition to the holiday pay. Holiday work must be authorized in advance by the employee's immediate supervisor.

ARTICLE XXXII

CALAMITY DAYS

32.01 Bargaining unit members will receive their regular pay for any day that school is closed due to a public calamity. This pay is to be referred to as calamity day pay. When the Superintendent declares a calamity day, employees may be required to report to work to maintain the reasonable operation of the schools. Employees who are required to work on a calamity day shall be paid at their regular hourly rate of pay for all hours worked plus calamity day pay. However, any twelve-month employee may be required to work on a calamity day and shall be paid their regular pay plus calamity day pay for the hours worked. Should the District exceed eight (8) calamity days in any contract year, make-up days will not result in additional pay for any employees. Depending upon how the District chooses to make-up the exceeded days, employees will have options to choose from based on job classification. Choices may include 1) working prior to the start or after the finish of their contracted hours, without additional compensation;

2) giving back a vacation day; 3) giving back a personal day without affecting recognition pay; 4) use extra/over/extended time; 5) working on a Saturday; 6) working on a school day added to the school calendar; 7)Custodians may report on a calamity day, once the district has exceeded the 8 days allowed and work at regular rate of pay. Makeup time and contracted time shall not exceed 40 hours per week.

32.011 Employees who are required to work shall make a reasonable effort to report and shall immediately notify their supervisor if they are unable to do so.

32.012 When the Superintendent declares a calamity day, the employees needing to prepare the buildings and grounds for resumption of classes are required to report to their workstation to maintain the reasonable operation of schools.

32.013 If a Level III State of Emergency is declared in Columbiana County that only emergency vehicles are permitted on the highways until such ban is lifted, the status of such is to be determined as of the time when the work shift begins.

ARTICLE XXXIII REPORT PAY

33.01 The Board agrees that it will make a reasonable attempt to notify scheduled employees not to report in the event the Supervisor becomes aware that work is not available.

33.02 Should an employee report as scheduled, if not notified by the Supervisor, and work is not available, such employee shall be paid two (2) hours report pay at his/her regular hourly rate.

ARTICLE XXXIV LONGEVITY

34.01 All employees shall be awarded longevity payments in accordance with the following schedule:
Length of Service

0 - 12 years	\$ 0
13 - 16 years	\$650
17 - 20 years	\$850
21 - 24 years	\$1050
25 years and beyond	\$1,250

Longevity payments will be made in the last pay of May. The school year ending in May shall count towards the total years for the awarding of longevity. In the event an employee submits resignation or retirement during the school year, that employee shall receive a pro-rated longevity based on the months he/she had worked that school year. This will be an additional compensation for retirement.

ARTICLE XXXV SERS TAX DEDUCTION

35.01 The Employer shall implement a plan to deduct SERS contributions from the employee's pay

prior to calculating federal income tax.

35.02 The Employer shall implement a plan as authorized by the IRS, whereby employees may have their health insurance premium contributions exempted from federal income taxes, on or before August 1, 2006.

ARTICLE XXXVI INSURANCE PROVISIONS

36.01 The employer shall continue the Health Care Plan as follows: All Employees will be served within a PPO (preferred provider organization). Rates of benefits are based upon use of this PPO. Expenses will be paid at a rate of 90% of UCR. Charges incurred outside of the network will be paid at a rate of 70% of UCR should employees choose "out of network" providers.

A. Covered Hospitalization/Major Medical expenses shall be subject to a deductible of \$250 per plan member/\$500 per family. Thereafter, covered expenses are subjected to a co-pay that is part of the plan offered.

36.02 The employer shall continue optical enhanced coverage as follows:
Eye Exam - annually
Contact Lenses - annually
Lenses: medical prescription change - annually
Frames - once per 24 months

36.03 The employer shall have the right to change insurance carriers or third party administrators or the existing policy providing the new coverage is comparable or better than the existing coverage. The OAPSE President shall be notified in writing prior to the effective date of the change in carriers, TPA's or amendments to the policy. At the time of said notification, the Board shall provide the OAPSE with a complete copy of the specifications or the certificate of insurance for the new plan.

36.04 The Ohio Association of Public School Employees, AFSCME, AFL-CIO, Chapter 224 shall form a committee to bring any problems or discrepancies about the existing policy, new policy, or amendments to the policy to the attention of the Administration in writing within 180 days of the receipt of the existing policy book, new policy book or amendment by each employee. The Board has no obligation to change the existing policy or new policy or pay for claims that are not covered in the existing policy or amendment or new policy for any question of coverage not brought to the attention of the administration within that 180 days. Covered expenses are defined by the policy in effect. All past practices and precedents shall cease to exist or have any meaning or obligation on the part of the Board.

36.05 To be eligible for health insurance coverage, employees must work a minimum of 27.5 (twenty seven and one half) hours per week, except for bus drivers who must have both a two (2) hour minimum of compensation in the morning and afternoon.

Participating Employee Premium Contributions

For 2017-18, 2018-19, 2019-20:

11%

11%

Covered employees may, if they wish decline coverage and pay no premium or, if hired before October 1, 1993 change to the coverage provided for employees with a more recent hire date, and pay the corresponding premium coverage. Such change may be done only once.

Any OAPSE member otherwise eligible for health insurance, who earns less than \$24,000 per year may elect to pay one-half (1/2) of the premium contribution. Or, they may pay standard contributions for coverage to which their hire date entitles them.

36.06 The employer shall purchase for each classified employee a Life Insurance Policy in the face amount of: \$33,000.

36.07 Prescription Coverage for all employees eligible and participating in the health insurance plan shall be:

a. Mail in Prescription Benefit:(90 Day Supply)

Generic-\$20.00; Formulary-\$40.00 of amount covered
Name Brand-\$70

b. Retail Prescription:

Generic-\$10.00; Formulary-\$20.00 of amount covered
Name Brand-\$35

*Prescription co-pay continues will apply to the maximum out-of-pocket starting in 2016.

36.08 Dependent Children will be covered in accordance with current federal and state law.

36.09 One routine pap smear test/doctor office visit per year is covered by the plan.

36.10 For each Employee that completes the Health Risk Assessment and Biometric Screening by November 30th, their premium contribution will be nine percent (9%) not to exceed one hundred seventy-five dollars (\$175.00) [Family] and not to exceed ninety dollars (\$90.00) [Single]; if not their premium contribution will be eleven percent (11%). Members will pay nine percent (9%) of the total monthly premium until January 1. If the member has not met the requirements as listed in this section by January 1, their employee premium contribution will increase to eleven percent (11%). The eleven percent (11%) premium will be in effect until December 31. At that time, the employee's premium will be adjusted to nine percent (9%) if they have met the Health Risk Assessment and Biometric Screening requirements by November 30th. If the requirement has not been met, their employee premium will stay eleven percent (11%). Adjustments to the employee premium share will be made on a calendar year basis, beginning in January of each year.

36.11 A health reimbursement account will be provided for each eligible employee which will enable members to earn dollars for attaining specific status levels through the Vitality Wellness program. This account can be used to pay for uncovered medical expenses (i.e. office copays, prescriptions, etc.) See Appendix F for the reimbursement levels.

36.12 The Leetonia Board of Education and OAPSE agree that a Minimum Essential Coverage (MEC)

Plan will be offered to all eligible employees as a protection against any penalties or fees associated with the Affordable Care Act. The MEC Plan offering is not intended to change or discourage enrollment in the current health care plan offered by the district.

ARTICLE XXXVII

PERSONNEL FILES

37.01 An employee shall have the right to inspect his/her own personnel file upon reasonable written notice to the Administration. The Board will provide the employee with a copy of any documents in his/her personnel file. An employee inspecting his/her file may be accompanied by another individual of his/her choice, which may include an Association representative.

37.02 No anonymous documents shall be placed in the employee's personnel file.

37.021 If any employee disputes the accuracy, timeliness, relevance or completeness of documents in his/her file, the employee may submit a statement that will be attached to the disputed documents. Derogatory material or complaints against the employee found unwarranted by an investigation by the superintendent or designee may be removed from the employee's file.

37.03 When the Board places a document that is derogatory to the employee in his/her file, they shall notify said employee. The employee shall acknowledge that he or she has read the material by signing it and returning it to his/her supervisor. The employee's signature shall not constitute his/her agreement with the content of the document. The employee shall be given a copy of the signed document.

37.04 Mutually agreed-upon evaluations will be used to improve and reinforce an employee's skills pertaining to their position only. If evaluations are done outside an employee's working hours they will be paid for time spent in the evaluation. Evaluations will be given one (1) time a year for all employees.

37.05 Documentation related to disciplinary action over four (4) years old will be removed from the employee's file upon written request by the employee provided no similar disciplinary documentation has been added to the file.

ARTICLE XXXVIII

GENDER AND PLURAL

38.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXXIX

UNIFORMS

39.01 The Board will supply uniforms for the Custodial and Cafeteria Staff for 5 changes per week.

Replacements, if needed, shall be made by November 1st each year, at no cost to the employee. Non-slip shoes shall be provided annually, with a maximum value of \$50.00 for each employee. Employees must provide documentation (i.e. receipts) by November 1st to be reimbursed (maximum of \$50.00) for non-slip shoe purchases if they choose to purchase them on their own.

39.011 The uniforms are to be worn while on duty and will all be the same.

ARTICLE XXXX

HEADINGS

40.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor affect any interpretation of any article or session.

ARTICLE XLI

CONFORMITY TO LAW

41.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

41.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

41.03 In the event of a determination of legislation pursuant to paragraphs 1 and 2 above, the Employer and the Union shall meet within thirty (30) calendar days to negotiate a lawful substitution for such affected provision(s).

ARTICLE XLII

OBLIGATION TO NEGOTIATE

42.01 The Board shall have no obligation to bargain collectively with respect to exercise of any rights reserved to and retained by it pursuant to either ORC 4417.08 (C) or Article V (Management Rights) of this Agreement.

ARTICLE XLIII

TOTAL AGREEMENT

43.01 The parties acknowledge that during the negotiations which resulted in this negotiated Agreement, each had the opportunity to make proposals and that the understanding and agreements arrived at by the parties after the exercise of that opportunity are set forth in this negotiated Agreement. Therefore, for the life of this Agreement, the Board and the Association each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or

matter referred to or covered in this Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement, unless otherwise mutually agreed.

ARTICLE XLIV

DURATION

44.01 This Agreement shall become effective at 12:01 AM September 1, 2017 and shall continue in full force and effect, along with amendments made and annexed hereto, until midnight, July 31, 2020.

ARTICLE XLV

GRIEVANCE PROCEDURE

45.01 The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

45.02 Definitions - "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation or misapplication of the language in this contract.

45.021 "Class action grievance" shall be a grievance that affects more than one employee in the bargaining unit.

45.022 "Grievant" shall mean the Union or employee(s) initiating a grievance.

45.023 "Appropriate Supervisor", for the purpose of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

45.024 "Days" shall mean days when school is in session or calendar days (excluding Saturday, Sunday and Holidays) during time when school is in summer recess. When the immediate supervisor is absent during the summer break, the timelines shall be automatically extended to the date of return.

45.03 Rights of the Grievant and the Association

45.031 The grievant has the right to Union representation at all meetings and hearings involving the grievance.

45.032 The Union has the right to file grievance and to be present for the adjustment of any and all grievances.

45.033 Grievance forms shall be exhibited in the appendix of this Contract and it shall be the exclusive right of the Union to issue forms to grievants.

45.034 The Union shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

45.035 The Union shall receive copies of all communications in the processing of grievances from each party, the grievant and the Board.

45.04 Time Limits

45.041 The number of days indicated at each step on the procedure shall be maximum and may be extended only by written mutual agreement of the parties.

45.042 A grievance shall be filed within ten (10) days of the grievants' awareness of the act on which the grievance is based.

45.043 Failure of the grievant to comply with the timelines shall be cause for the grievance to be dismissed.

45.044 Failure of the employer to comply with the timelines shall permit the grievance to proceed to the next step.

45.05 Grievance Procedure

45.051 Informal Step:

- a. When an employee becomes aware of an act on which a grievance is to be based, the employee and the Union representative shall discuss the grievance with the employee's immediate supervisor. The supervisor and the employee will both sign and date the informal step of the grievance form. (See Appendix D)
- b. Within ten (10) days of the conclusion of the informal hearing, the grievant may file a written grievance as step one, if he/she is not satisfied with the outcome of the informal hearing.

45.052 Step One:

- a. The immediate supervisor shall arrange and hold a hearing within five (5) days of receipt of the grievance. The Union, grievant, and Employer may present evidence to sustain their positions.
- b. Within five (5) days of the conclusion of the hearing, the immediate supervisor shall forward his/her written response to the Union and grievant.
- c. If the Union and grievant are not satisfied with the immediate supervisor's response, the Union may file a written form to proceed to Step Two within ten (10) days.

45.053 Step Two:

- a. Within ten (10) days of the filing of the form, the Superintendent or his/her designee, shall arrange and conduct a hearing in the same manner for the same purpose as set forth in Step One.
- b. Within five (5) days after the hearing, the Superintendent or his/her designee shall provide a written response to the Union and grievant.

45.054 Step Three:

- a. Within ten (10) days of receipt of the Step Two response, or if the Step Two Supervisor fails to file a timely response, the Union shall notify the Employer of its intent to proceed to arbitration.

45.06 Selection of the Arbitrator

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

45.07 Authority of the Arbitrator

45.071 The arbitrator shall not have the authority to add to, subtract from, modify, change or alter

any of the provisions of this Contract nor to subtract from, or modify the language therein in arriving at a determination of any issue presented.

45.072 The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Employer, the grievant, and the Union.

45.08 Cost of Arbitration

The costs for the arbitrator and the hearing room shall be shared equally by the employer and the Union.

45.09 Miscellaneous

45.091 All communications regarding grievances shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Employer shall provide the Union with copies of all communications.

45.092 Constructive receipt by the Employer shall be construed to be the delivery date of the immediate supervisor's office.

45.093 Constructive receipt by the Union shall be construed to be the delivery date of the designated office of the Union.

45.094 Meeting and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

45.095 Prior to arbitration, the grievant and up to two Association representatives shall be permitted to attend a grievance meeting with no loss of pay or benefits. At arbitration, all parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

45.096 No reprisals or recriminations shall be taken against any employee who files or takes part in the grievance.

45.097 A grievance may be withdrawn by the Union at any time without prejudice.

ARTICLE XLVI

ALTERNATE IMPASSE PROCEDURE

46.01 Pursuant to Section 4417.14 (C) and 4417.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4417.14 (C) (2) - (6) and any other procedures to the contrary.

46.02 Either party may open negotiations not less than 60 days prior to the expiration of this Agreement, to negotiate an alternate impasse procedure if any which may be used for the immediately subsequent negotiations for a successor Agreement.

46.03 At the first bargaining session the Association and the Board shall submit their complete

proposals. Neither party may submit additional issues for collective bargaining after submitting its initial proposals.

46.04 The scope of negotiations shall be all matters pertaining to wages, hours, or other terms and conditions of employment and the continuation, modification or deletion of an existing provision of this collective bargaining agreement.

46.05 Unless changed by mutual agreement, the following Ground Rules shall apply to the negotiations procedures:

- a. Upon reasonable advance request and at no cost, the Board will provide the Association with all available public information, in such form as it exists, related to subjects of negotiations, and the Association will provide the Board with all available non-confidential information, in such form as it exists related to negotiations.
- b. Each negotiating team shall have a designated chief-spokesman who shall be empowered to initial tentative agreements.
- c. The next negotiating session's times and date will be agreed to prior to the end of the present session, unless otherwise mutually agreed on a session by session basis.
- d. Each negotiating team shall have the unlimited right to caucus time upon its request and shall advise the other team as to the expected length of the requested caucus.
- e. All tentative agreements shall be reduced to writing and initialed by the chief-spokesman of each party.
- f. Neither party shall be responsible for the other party's costs of negotiations or any wages or salaries of the other party's negotiating team members for the time spent either conducting or preparing for negotiations.
- g. Each party shall be free to counter-propose from either its own proposals, if any, or those of the other party, if any, providing the counter-proposals contain the same subject matter as the original proposal.
- h. All negotiating sessions shall be conducted in executive session with information released only to constituents.
- i. There shall be no press release or other forms of public dissemination of information unless mutually approved of in advance by all parties or until an impasse in negotiations is declared.

46.06 If no agreement is reached by the fourteenth (14th) calendar day preceding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.

ARTICLE XLVII

MUTUAL AGREEMENT

47.01 It is mutually agreed that any provision which either OAPSE or the Board have not proposed for deletion, modification or substitution, shall remain the same.

ARTICLE XLVIII


EXECUTION

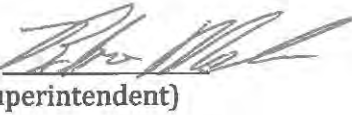
48.01 IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have executed this Agreement on August 24, 2017.

BOARD OF EDUCATION


OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, AFSME/AFL-CIO
CHAPTER 224, OAPSE

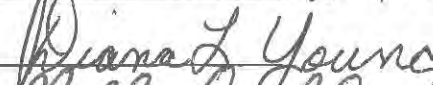
By: 
(Board President)

By: 

By: 
(Superintendent)

By: 

By: 
Danny Favazzo
Maintenance Supervisor

By: 
By: 

2017-2018 SALARY SCHEDULE (Salary includes holiday) APPENDIX C

STEP	School Bus Driver	Custodians	Secretary	COOKS	Aide	Paraprofessional	HeadCook
HOURLY 0	15.89	14.35	13.37	11.26	9.77	12.30	11.51
HOURLY 1	16.54	14.84	13.68	11.45	9.97	12.48	11.70
HOURLY 2	6.88	15.22	13.99	11.66	10.18	12.70	11.91
HOURLY 3	17.22	15.50	14.31	11.85	10.35	12.89	12.10
HOURLY 4	17.55	15.84	14.62	12.08	10.57	13.11	12.33
HOURLY 5	18.09	16.23	14.88	12.26	10.75	13.30	12.51
HOURLY 6	18.47	16.57	15.19	12.47	10.99	13.51	12.72
HOURLY 7	18.83	16.90	15.53	12.68	11.17	13.71	12.93
HOURLY 8	19.33	17.26	15.88	12.88	11.41	13.91	13.13
HOURLY 9	19.84	17.60	16.22	13.09	11.62	14.13	13.34
HOURLY 10	20.25	18.12	16.57	13.28	11.81	14.30	13.53
HOURLY 11	20.65	18.51	16.93	13.51	12.09	14.54	13.76
HOURLY 12	21.00	18.82	17.23	13.69	12.25	14.73	13.94

Bus Drivers: 186 days (178 student days + 2 in-service days + 6 holidays)

Custodians: 260 days (12 months which includes 12 paid holidays)

Secretaries: 210 days (184 school days + 6 holidays + 20 days during summer months as pre-arranged with respective principal)

Library Aide: 20.5 hours per week plus 6 holidays

Front Door Office Assistants: 20 hours per week plus 6 holidays

Office Aide: 186 days (178 student days + 2 in-service [@4 hrs. /day] plus 6 holidays)

Cooks: 186 days (178 student days + 1 prior school + 1 after school + 6 holidays)

HEAD COOK: 186 days (178 student days + 1 prior school + 1 after school + 6 holidays)

FIELD TRIP DRIVER: Hourly Rate – Step 0 Bus Driver Scale

2018-2019 SALARY SCHEDULE (Salary includes holiday) APPENDIX C

STEP	School Bus Driver	Custodians	Secretary	COOKS	Aide	Paraprofessional	Head Cook
HOURLY 0	16.44	14.85	13.84	11.65	10.11	12.73	11.90
HOURLY 1	17.12	15.36	14.16	11.85	10.32	12.92	12.10
HOURLY 2	17.47	15.76	14.48	12.07	10.54	13.14	12.32
HOURLY 3	17.83	16.05	14.82	12.27	10.71	13.34	12.52
HOURLY 4	18.17	16.39	15.14	12.50	10.94	13.57	12.75
HOURLY 5	18.73	16.80	15.40	12.69	11.13	13.77	12.94
HOURLY 6	19.12	17.15	15.73	12.91	11.38	13.98	13.16
HOURLY 7	19.49	17.49	16.07	13.12	11.56	14.19	13.37
HOURLY 8	20.01	17.87	16.43	13.33	11.80	14.40	13.58
HOURLY 9	20.54	18.21	16.79	13.55	12.03	14.62	13.80
HOURLY 10	20.96	18.76	17.15	13.74	12.22	14.80	13.99
HOURLY 11	21.37	19.15	17.53	13.98	12.51	15.05	14.23
HOURLY 12	21.74	19.47	17.84	14.17	12.68	15.24	14.42

Bus Drivers: 186 days (178 student days + 2 in-service days + 6 holidays)

Custodians: 260 days (12 months which includes 12 paid holidays)

Secretaries: 210 days (184 school days + 6 holidays + 20 days during summer months as pre-arranged with respective principal)

Library Aide: 20.5 hours per week plus 6 holidays

Front Door Office Assistants: 20 hours per week plus 6 holidays

Office Aide: 186 days (178 student days + 2 in-service [@4 hrs. /day] plus 6 holidays)

Cooks: 186 days (178 student days + 1 prior school + 1 after school + 6 holidays)

HEAD COOK: 186 days (178 student days + 1 prior school + 1 after school + 6 holidays)

FIELD TRIP DRIVER: Hourly Rate – Step 0 Bus Driver Scale

2019-2020 SALARY SCHEDULE (Salary includes holiday) APPENDIX C

STEP	School Bus Driver	Custodians	Secretary	COOKS	Aide	Paraprofessional	Head Cook
HOURLY 0	16.94	15.29	14.26	12.00	10.42	13.11	12.25
HOURLY 1	17.63	15.82	14.59	12.20	10.63	13.31	12.45
HOURLY 2	18.00	16.23	14.92	12.43	10.86	13.54	12.68
HOURLY 3	18.36	16.53	15.26	12.63	11.03	13.74	12.88
HOURLY 4	18.71	16.88	15.59	12.88	11.27	13.98	13.13
HOURLY 5	19.29	17.30	15.87	13.07	11.46	14.18	13.32
HOURLY 6	19.70	17.66	16.20	13.30	11.72	14.40	13.55
HOURLY 7	20.07	18.02	16.55	13.52	11.91	14.62	13.77
HOURLY 8	20.61	18.40	16.93	13.73	12.16	14.83	13.98
HOURLY 9	21.15	18.76	17.29	13.96	12.39	15.06	14.21
HOURLY 10	21.59	19.32	17.66	14.16	12.59	15.25	14.41
HOURLY 11	22.01	19.73	18.05	14.40	12.89	15.50	14.65
HOURLY 12	22.39	20.06	18.37	14.60	13.06	15.70	14.85

Bus Drivers: 186 days (178 student days + 2 in-service days + 6 holidays)

Custodians: 260 days (12 months which includes 12 paid holidays)

Secretaries: 210 days (184 school days + 6 holidays + 20 days during summer months as pre-arranged with respective principal)

Library Aide: 20.5 hours per week plus 6 holidays

Front Door Office Assistants: 20 hours per week plus 6 holidays

Office Aide: 186 days (178 student days + 2 in-service [@4 hrs. /day] plus 6 holidays)

Cooks: 186 days (178 student days + 1 prior school + 1 after school + 6 holidays)

HEAD COOK: 186 days (178 student days + 1 prior school + 1 after school + 6 holidays)

FIELD TRIP DRIVER: Hourly Rate – Step 0 Bus Driver Scale

Appendix H

LEETONIA EXEMPTED VILLAGE SCHOOL DISTRICT
GRIEVANCE FORM - # _____

INFORMAL STEP

GRIEVANT SIGNATURE: _____ DATE _____

ADMINISTRATOR SIGNATURE: _____ DATE _____

STEP ONE

GRIEVANT: _____ POSITION: _____

BUILDING: _____ DATE FILED: _____

DATE OF ACTION THAT CAUSED THIS GRIEVANCE TO BE FILED: _____

DATE OF THE INFORMAL HEARING: _____

STATEMENT OF THE GRIEVANCE (include specific article in the allegedly violated,
misinterpreted, or misapplied):

RELIEF SOUGHT:

GRIEVANT SIGNATURE: _____ DATE: _____

DISPOSITION OF GRIEVANCE (Level One):

ADMINISTRATOR SIGNATURE: _____ DATE: _____

THIS IS NOTIFICATION THAT THE GRIEVANT IS PROCEEDING TO STEP TWO.

GRIEVANT SIGNATURE: _____ DATE: _____

Attachments may be used as necessary.

DISPOSITION OF GRIEVANCE (Level Step Two):

ADMINISTRATOR SIGNATURE: _____ DATE: _____

THIS IS NOTIFICATION THAT THE GRIEVANT IS PROCEEDING TO STEP THREE.

GRIEVANT SIGNATURE: _____ DATE: _____