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LECTIVE BARGAINING AGREEMENT

BETWEEN THE

DELAWARE CITY SCHOOL DISTRICT

BOARD OF EDUCATION

AND THE

**UNITED ELECTRICAL, RADIO AND MACHINE WORKERS
OF AMERICA (UE)**

EFFECTIVE

July 1, 2018 Through June 30, 2021

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ARTICLE 1
AGREEMENT

This Agreement is entered into effective 12:01 a.m. July 1, 2018 by and between the Delaware City School District (hereinafter called the Employer, Board of Education, or Board) and the United Electrical, Radio and Machine Workers of America (UE) (hereinafter called the Union or UE).

ARTICLE 2

UNION RECOGNITION

The Employer recognizes UE as the sole and exclusive bargaining representative for all employees as certified by the Ohio State Employment Relations Board in Case No. 98-REP-04-0103, dated the 8th day of April 1999, in the bargaining unit described as follows:

INCLUDED: All employees performing the following services: food service, maintenance, custodial, and transportation, including but not limited to the following classifications: Head Cook, Assistant Head Cook, Cook, Cashier, Cashier/Cook, Mechanical Maintenance, Maintenance Electrician, Maintenance Grounds Worker, Supply Clerk/Maintenance, Custodians, Assistant Head Custodians, Head Custodians, Bus Drivers, Bus Mechanics, Dispatcher.

EXCLUDED: Substitutes, Seasonal and Casual Employees, Students, Supervisors including but not limited to the Transportation Coordinator, Confidential Employees including Secretary to Superintendent, Secretary to the Director of Human and Material Resources, the Substitute Teacher clerk, and all other employees.

Bargaining unit employees are not authorized to and shall not provide oral and/or written reprimands, suspend and/or discharge other bargaining unit employees.

ARTICLE 3

DEFINITIONS

- A. Labor Agreement – Negotiated contract between the Employer and the Union;
- B. Board of Education, Employer, District – The Delaware City School District Board of Education, its members, administrators, Superintendent, and its authorized supervisors;
- C. Employee – An employee of the Delaware City School District who is included in the Bargaining Unit as described in Article 2, Union Recognition;
- D. Day – A calendar day;
- E. Work day – Any day during which a bargaining unit member is regularly scheduled to work, with the exception of holidays as defined in this Labor Agreement or the day(s) that such holiday(s) are actually observed;
- F. Union, UE, exclusive bargaining representative – The United Electrical, Radio, and Machine Workers of America (UE) and Local 799, United Electrical, Radio and Machine Workers of America (UE);
- G. Steward, Local Union Officer - A representative of the union, who is employed by the Delaware City School District Board of Education.
- H. ORC – Refers in general to the body of law known as the Ohio Revised Code.

ARTICLE 4

COMPLIANCE CLAUSE

This Agreement supersedes and replaces any conflicting provisions of the Ohio Civil Service Code governing the employment of non-certificated employees.

ARTICLE 5

EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

- A. The Board will provide equal employment opportunities in compliance with applicable federal, state and local laws.
- B. The Employer and the Union agree that there shall be no discrimination in regard to employment hiring, disciplinary action(s) or termination of employment because of: race, color, gender, sexual orientation, age, marital status, religious belief(s), creed, national origin, disability, military status, ancestry, immigration status, or membership or non-membership in the Union with respect to the application of any provision of this agreement.

ARTICLE 6

SUPERVISORY AUTHORITY

A. Supervisors

The Board reserves the right to hire, assign and designate all supervisors, including immediate supervisors. “Supervisors” are defined as those Board administrators who have the authority to implement or effectively recommend supervisory actions, including but not limited to, the hire, promotion, transfer, suspension or discharge of employees. “Immediate supervisors” are defined as those persons with direct supervisory authority, including but not limited to the authority to conduct evaluations, over one or more employees. The Board will provide the Union with a list of immediate supervisors by October 1 of each school year. Employees shall not serve as supervisors or immediate supervisors over other employees.

The Board reserves the right to require employees, such as Head/Assistant Head Custodians, Head/Assistant Head Cooks, or Head Mechanic, to assign or direct other employees. Such employees may, at the Employer’s sole discretion, authorize overtime and prepare/review the time sheets for employee(s) he/she directs prior to submission to the Treasurer’s office.

B. Evaluations

Employees shall not be required to evaluate other employees. However, employees, such as Head/Assistant Head Custodians or Head/Assistant Head Cooks or Head Mechanic, may be required to provide assistance to supervisors in the preparation of evaluations.

ARTICLE 7

UNION REPRESENTATION

- A. Duties: The Union shall represent all bargaining unit employees equally and without discrimination regardless of their membership or non-membership in the Union.
- B. Stewards: The Union may designate Stewards at each school building or physically separate establishment, work area, or shift worked. The Union may also designate one (1) Chief Steward for the bargaining unit. The Chief Steward and any other Union Steward shall be identified by name and location in writing to the Superintendent not later than one (1) week following the selection of such Stewards and Chief Steward.
- All employees will be afforded the opportunity of Union representation at all conferences at which the employer and/or the Board reasonably believe that disciplinary action may result. If a Union Steward attends a grievance meeting at any step of the procedure or at a disciplinary conference, such Steward/Chief Steward shall be provided release time, if needed, in connection with attending the meeting/conference.
- C. Union President: The President of the Local, or in his/her absence, the Vice-President shall have the privileges accorded to Union Stewards.
- D. Access to Workplace: Official UE International Representatives or Field Organizers may consult with employees before or after the completion of the employee's work day and shall be permitted access to work areas at such times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of effectuating the provisions and terms of this Agreement. Such UE International Representative or Field Organizer shall, after entering a building during normal work hours, first inform the head supervisory person in the building of his/her presence. Annually, not later than November 15th, the Union shall supply the Board with a list of authorized field representatives, Union Stewards, and Local Officers (including, but not limited to, President, Vice President and Secretary/Treasurer), which list shall be kept current by

the Union. The Board shall furnish to the Local Union the names of all Board members, administrators and supervisors in charge at all work locations.

- E. Use of Buildings and Equipment: The Union shall have the right to use buildings for Union meetings after the conclusion of the teacher workday. Meetings shall be scheduled with the appropriate supervisor/principal to avoid conflicts with school activities or previously scheduled meetings or events. The Board will charge the Union only for custodial overtime cost, if any, which is reasonably incurred as a result of such meeting.

The Union shall also have access to school copying equipment for the duplication of meeting notices and other postings for its members.

- F. District Mail Services and Bulletin Boards: The Union has the right to use regular intra-district mail service. The Board shall also supply space on bulletin boards in school offices and teachers' lounges, and break rooms for Union-related communications and notices.

- G. Financial Information: On an annual basis, the Board shall supply the Union with one copy of the budget and the annual appropriations as soon as practical.

- H. Access to the Board of Education:

1. The Board shall provide the Union President with a hard copy of its complete agenda and relevant public documents prior to a Board meeting (at the same time the Board members are provided their copies) and through the use of the District website or electronic bulletin board. The Board shall also provide approved Board minutes once they are published.
2. The Local Union President or his/her designee may address agenda items at Board meetings following a written request concerning those subjects. The request shall be in response to the Board agenda and shall be received by the Superintendent or designee prior to the regularly scheduled Board meeting.

- I. Union District Council and Convention Leaves of Absence: The Union shall have the right to one (1) paid Union leave day for each elected delegate (no more than 2) to attend a UE District meeting. Unpaid leaves shall be granted for each elected delegate (no more than 2) to the UE National Convention or other UE related event (for up to five school days). Employees desiring to use UE leave will provide at least ten (10) days prior written notice to their supervisor(s).

ARTICLE 8

DUES DEDUCTION/FAIR SHARE FEES

- A. During the term of this agreement, the Employer agrees to deduct regular union dues and initiation fees on a bi-weekly basis (24 pay periods), from the wages of each employee who authorizes such deduction in writing on an official Check-Off Authorization Form supplied by the Local Union.
- B. The Employer shall remit the amount of dues so deducted to the Local Union's Financial Secretary-Treasurer on a monthly basis, along with a report listing the names of all individuals from whom it deducted dues. Not later than two (2) weeks following the effective date of this Agreement, the Local Union shall notify the Board as to the correct amount of Union dues. Thereafter, the Local Union's Financial Secretary-Treasurer shall notify the Board of any increase or decrease in the dues on the fifteenth (15th) day of the month preceding the month in which the dues increase or decrease is effective.
- C. In accordance with Section 4117.09-C, the Employer shall, within sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, deduct from all employees who have not submitted a Check-Off Authorization Form, fair share fees as a condition of employment with the Employer. Employees hired on or before April 1, 1999 and who have not become members of the Union prior to July 1, 1999, shall be exempted from the payment of fair share fees, which are otherwise required by this provision, except as provided below. An exempted employee who voluntarily becomes a member of the Union forfeits such exemption. Effective the beginning of the 2011-12 school year, any employee who has been so exempted shall no longer be exempted and shall be required to begin paying fair share fees. The Union shall notify the Employer of the fair share fee amounts and changes in the amounts of fair share fee in the same manner as notification of amounts and changes in dues deduction. 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, except that written authorization for deduction of fair share fees is not required.

- D. The Union shall indemnify the Board, its members and its administrative and supervisory personnel and hold them harmless, from any and all liabilities arising legal actions or administrative claims resulting from the Board's actions to comply with the express written provisions of this Article.
- E. No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.

ARTICLE 9

BOARD OF EDUCATION RIGHTS

A. Unless agreed otherwise in this Collective Bargaining Agreement, the Board of Education retains its right and responsibility to:

1. Determine matters of inherent management policy, which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of Board operations;
4. Determine the overall methods, process, means or personnel by which school district operations are to be conducted;
5. Suspend, discipline, demote or terminate for just cause, or lay-off, recall, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the School District;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the School District.

ARTICLE 10

HOURS OF WORK AND OVERTIME

- A. The hours and location of work will be assigned by the Employer. Breaks will be assigned by the supervisor. Neither this Article nor any other provision of this Agreement shall be construed as a guarantee of hours per day or per week.
- B. Each employee will be paid at the rate of one and one-half (1-1/2) times his or her regular hourly rate (or, if applicable, the trip or banquet rate) for all hours worked in excess of forty (40) hours in any one week. For purposes of this Article only, all hours paid shall be counted as “hours worked.” Overtime is not to be worked unless it is pre-approved in advance or assigned by the employee’s immediate supervisor, the Superintendent, other administrator, or individuals indicated in Article 6A of this agreement. For purposes of calculation, the workweek begins 12:01 a.m. on Wednesday and ends the following Tuesday at midnight 12:00.
1. All custodial, maintenance and mechanic overtime shall be distributed by rotation within each classification (custodial, maintenance and mechanic) at each building, beginning with the most senior employee in the classification at the building; provided that, the employee next in the rotation is qualified to perform the required overtime work. If all the employees in the building refuse the event extra hours as offered, the supervisor will offer the extra hours to an employee having the needed skills and experience.
- C. Breaks
- Each employee who works more than four (4) hours in one day shall receive one (1) paid fifteen-minute break. Food service employees may use their break as a duty-free lunch. An employee who works more than seven (7) hours in any one day shall be entitled to two (2) paid fifteen-minute breaks. Maintenance and custodial employees shall have an unpaid thirty (30) minute lunch break. The breaks may be scheduled by the Board and may not be used to increase or decrease the employee’s scheduled workday.

D. Call-in Pay

With the exception of bus drivers who are paid for the actual time of their trip or event, employees who are called to work outside of their regular shift shall be paid no less than two (2) hours (“call-in pay”). Employees called in due to building emergencies (excluding routine building services such as security monitoring) will be paid call-in pay at the rate of time and one-half.

E. If the County declares a Level 3 weather emergency, no employee will be disciplined for not coming to work.

F. Non-school Days

It is understood that, on non-school days, the District will run only the number of buses needed to transport students to extra education facilities. Bus drivers that service the extra education facilities shall be given the first opportunity, by seniority, to drive these routes. If the most senior regular driver is unable/unwilling to perform these duties, the routes will be offered to the other drivers who regularly service the facility in seniority order. If routes still remain open, the open routes will be offered to the remaining route drivers in seniority order.

G. During non-school days of the summer break, each department will offer the opportunity to all of its employees to voluntarily sign up for any additional work that may become available throughout the summer. Work assignments that are consistent with the employee’s duties performed during the school year will be offered on a rotational basis within the department starting with the most senior employee. Other work assignments (those not routinely performed by the employee during the school year) will be assigned by the supervisor. In these non-standard work assignments, seniority will be a primary consideration in making assignments whenever feasible

ARTICLE 11

SALARIES

- A. Classifications and Rates: The Employer and the Union agree to maintain the job titles and rates for each job listed in Appendix A. for the duration of this Agreement.
- B. Step Schedules: Advancement from the initial step of each job to the top step listed for each job title shall be automatic, in accordance with negotiated schedules contained in Appendix A of this agreement. No employee will be advanced on the salary schedule unless that employee has completed at least one hundred twenty (120) days of service in the prior step as of July 1 of any year. This is in accordance with the Ohio Revised Code (ORC) section 124.152 and is not subject to change by the Board. Step schedule increases, when applicable, shall be remitted to employees in the first full pay period which is paid on or after August 1 of each year. For those with a July 1 start date, the step schedule increase shall be remitted on their first pay of their new contract (currently July 5). The Board will determine new employees wage step, based upon applicable experience, not to exceed step five. Newly hired employees shall be required to successfully complete the probationary period before becoming eligible to be advanced to the next step on the Step schedule.
- Effective July 1, 2016, employees on Steps 5, 6, 7, 16, and 17 in the 2015-2016 contract year that were employed at the time of the Step Freeze in 2011-2012 contract year will be advanced one additional step on the salary schedule for the 2016-17 contract year.
- C. Pay Increase Upon Transfer: Whenever a bargaining unit member is transferred, promoted or assigned to a job with a higher top pay than his/her present job, such employee shall be placed at the step-rate which does not result in a loss of pay (exclusive of general or unit-wide pay raises) from the position he/she previously held. The Dispatcher shall be paid at the applicable bus driver step and rate for time spent driving a bus pursuant to assignment.

D. Effective July 1, 2018, employees shall receive an across the board increase in the amount of 2.60% for the 2018-2019 school year.

Effective July 1, 2019, employees shall receive an across the board increase in the amount of 2.65% for the 2019-2020 school year.

Effective July 1, 2020, employees shall receive an across the board increase in the amount of 2.65% for the 2020-2021 school year.

Effective July 1, 2018, the following steps on the custodian salary scale will be adjusted:

Step 1: Adjust from \$13.04 to \$14.04, plus any across the board raise

Step 2: Adjust from \$13.75 to \$14.75, plus any across the board raise

Step 3: Adjust from \$14.84 to \$15.34, plus any across the board raise

Effective July 1, 2018, Hourly rates for all steps for Cooks and Head Cooks will be increased by \$0.50 per hour plus any across the board raise.

Effective July 1, 2020, Hourly rates for all steps for Cooks and Head Cooks will be increased by \$0.10 per hour plus any across the board raise.

Effective July 1, 2017, the Board shall finish reinstating all steps for bargaining unit members affected by the step freeze during the 2011-2012 school year.

E. Longevity: Members shall receive an annual lump sum payment of \$400 to be paid in October following completion of their twenty-first (21st) year. Members shall receive a total annual lump sum payment of \$800 to be paid in October following completion of their twenty-sixth (26th) year.

F. Filling in for Assistant Head or Head Custodian or Head Cook

Employees who fill in as an assistant or head custodian or head cook for more than 5 working days will receive the hourly rate they would be eligible for on that higher pay scale or an additional \$1.00 per hour more than their current pay, whichever is higher. Any period of such work shall not count as experience in that position when applying for transfer.

G. Voluntary deductions (such as to United Way, DCS Levy Campaign, etc.) must be one dollar (\$1.00) or more per pay.

For United Way, the first deduction will be made in January. All United Way pledges will be deducted, in full, from the final check of any employee leaving the system before the pledge is fulfilled.

ARTICLE 12
PAYROLL

- A. Employees shall be paid in accordance with Appendix A of this Labor Agreement. An employee will be paid his or her hourly rate as provided in the Wage and Step Schedules of this Labor Agreement as well as any applicable overtime premiums.

- B. Employees shall be paid for all hours worked (including sick days, holidays or any other paid leave) plus overtime, if any, for the preceding pay period. This payroll schedule will result in equal pays, payable twenty-four (24) times per year on the 5th and 20th of the month.

- C. If a payday falls on a holiday, employees will be paid on the workday immediately preceding the holiday. If the schools are closed on a payday due to a calamity day or other extraordinary circumstances, such as a bomb threat, the payday shall occur on the next workday that the schools are open.

- D. Effective September 30, 2012, all employees will be paid utilizing direct deposit to the banking institution of their choice.

- E. If the Board makes an underpayment in salary, the underpayment will be corrected in the next pay or as soon thereafter as the affected employee brings the underpayment to the Treasurer's attention. If the Board makes an overpayment in salary, the overpayment will be corrected in the next pay, unless other arrangements are made through the Treasurer.

ARTICLE 13

GRIEVANCE PROCEDURE

The following definitions and terms apply to this Article:

A. A “grievance” is a claim by an employee that the Employer has violated, misinterpreted or misapplied a term of this written Agreement, Board policy or administrative rules that directly affect employees. To be valid and subject to processing under this procedure, all grievances must:

1. be in writing;
2. state the facts giving rise to the alleged violation;
3. state the date on which the alleged violation occurred; and,
4. must specifically identify, by Article and Section, any and all provisions of this Agreement, policy or administrative rule alleged to be violated.

Any grievance not meeting the foregoing criteria will be returned to the grievant and/or the Union with an explanation of the deficiency. When a deficient grievance is returned, the grievant will be afforded an additional three (3) days to submit a timely grievance. Such extension shall be in writing.

B. A “grievant” is the employee or group of employees that files a grievance, or the Union.

C. If an employee fails to file a written grievance at Step 1 by the stated deadlines or fails to advance a grievance to the next step by the stated deadlines, then the grievance shall be considered waived unless the parties have agreed, in writing, to extend the deadlines.

D. If the Employer fails to hold a meeting or to respond to a grievance by the stated deadline, the employee is entitled to appeal to the next step.

E. An employee may be accompanied at any stage of the grievance procedure by a representative of the Local.

F. Prior to Step 1 of the grievance procedure, the LMC approved grievance form will be completed by the grievant or the union representative and submitted to the Union committee.

The timelines set forth in the grievance procedure may be extended by mutual agreement in writing. Alternatively, if the person identified to hear the grievance appeal is not available, the UE may extend the timeline or may request that the grievance be heard by a designee.

The following procedure will be used in processing a grievance:

Formal Grievance: STEP 1: The grievant or union representative shall, within fifteen (15) work days of when the grievant or union representative knew or should have known of the occurrence that gives rise to the grievance, file a written grievance with his/her immediate supervisor. A hearing shall be held between the immediate supervisor, the union representative and the grievant within five (5) work days of the filing of the written grievance. The immediate supervisor shall give his/her answer in writing within fifteen (15) work days of the grievance hearing.

STEP 2: If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the Union may appeal to the Executive Director of Human and Material Resources by filing a written appeal of the grievance within five (5) work days of the employee's receipt of the supervisor's response. The Executive Director of Human and Material Resources shall hold a hearing with the Union's grievance committee and the grievant to discuss the grievance and its possible resolution within ten (10) work days of submission of the notice of appeal. The Executive Director of Human and Material Resources shall make a written response to the appeal within five (5) work days of the meeting, unless the parties have agreed, in writing, to extend the deadlines.

STEP 3: If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the Union may appeal to the Superintendent by filing a written appeal of the grievance within five (5) work days of the employee's receipt of the Step 2 response. The Superintendent shall hold a hearing with the Union's grievance committee and the grievant to discuss the grievance and its possible resolution within ten (10)

work days of submission of the notice of appeal. The Superintendent shall make a written response to the appeal within five (5) work days of the hearing.

STEP 3a: For any grievance that is unresolved at Step 3 and that is not subject to Step 4 – Arbitration (below), the Union may submit a written notice to the Board that it wishes to be heard on the grievance at the next Board meeting. Any grievance that may be heard in Executive Session pursuant to R.C. 121.22(G) will be heard in Executive Session. Any other grievance not falling within one of the statutory purposes for an Executive Session may be discussed at a meeting between Union representatives and one (1) or two (2) Board members on a date mutually agreed between the parties.

STEP 4: Arbitration or Terminal Step:

- a. Suspensions of More Than Three (3) Days or Discharge: any grievance that remains unsettled after the conclusion of the procedures described about in Step 3 that involves a suspension of more than three (3) days or discharge may be submitted to final and binding arbitration upon written request of the Union within fifteen (15) days after receipt of the Board's decision in Step 3. Unless otherwise agreed by the Board and Union, and the issue is stipulated by the parties, no other grievances shall be submitted to arbitration. The arbitrator shall be selected from a panel of seven (7) supplied by the Federal Mediation and Conciliation Services (FMCS) with each party alternately striking one name. The remaining arbitrator shall hear the grievance. The arbitrator shall have no power or authority to add to, subtract from or in any manner change the terms and conditions of this Agreement. The award of the arbitrator shall be final and binding on the Board, the Union and the Grievant(s). The fees and expenses shall be shared equally by the Board and the Union. If either party requests that a transcriber or court reporter record the hearing, the party requesting the transcript shall bear the cost of such services.

- b. For any grievance involving a discharge or suspension of more than three (3) days (with or without pay), the grievance shall be initiated at Step 3 no later than five (5) work days following the employee's receipt of the notice of termination or suspension by Board resolution.

ARTICLE 14

DISCIPLINE AND DISCHARGE OF EMPLOYEES

- A. No employee shall be disciplined or discharged except for just cause.
- B. The Employer shall inform an employee of his/her right to Union representation at any conference or discussion which may lead to or involve potential disciplinary action. If the Employer reasonably determines that the employee's continued employment prior to the conference poses a danger to persons or property, it may place the employee on suspension for up to three (3) days pending the conference to determine disciplinary action. The issue of payment for such suspension shall be determined at such disciplinary conference. Except as noted herein, an employee shall also have the right to consult with his/her Union Steward before he/she is required to leave the workplace.
1. Results of any pre-disciplinary meeting shall be disclosed to the employee and to the Local Union within twenty (20) work days of the date of the meeting, except in instances where the Board is unable to complete the investigation within that time. The Board shall notify the employee and the Local Union when a result cannot be provided within twenty (20) work days of the meeting and shall give an estimated time for the result.

In the event the twenty (20) work day period extends past the last day of the school year, the twenty (20) day period shall be suspended for the summer and shall resume on the first day of the next school year. If, however, the employee performs any work for the District in the summer months, the twenty (20) day period will not be suspended.
 2. Employees and the Union President shall be informed of allegations of misconduct that lead to termination, including the identity of any person providing a statement of the misconduct that formed the basis of the Board's decision.
- C. All disciplinary warnings or suspensions shall expire after three (3) years if the employee has had no further disciplinary action in the interim. Once such a disciplinary action has expired,

the Board shall not raise such disciplinary action in conjunction with any future employee disciplinary action at any time. Any disciplinary actions related to inappropriate conduct by the employee involving a child shall not be subject to expiration. Items subject to this exclusion must be so indicated by the administration at the time of the disciplinary hearing.

ARTICLE 15

SENIORITY, VACANCIES, AND TRANSFERS

A. Seniority

1. The Board and the Union recognize the principle of seniority.
 - a. Employees on an approved leave of absence shall retain all lawful rights of seniority as provided by this Article.
 - b. Employees who resign or are terminated for cause forfeit all seniority.
 - c. For the purpose of layoff, recall and job transfer, the following seniority groups apply:
 - i. Food Service
 - ii. Maintenance
 - iii. Custodial
 - iv. Transportation

2. Seniority Determination

The beginning date for seniority determination shall be computed by the first day a bargaining unit member works and is paid in a recognized U.E. position. For those bargaining unit members whose first paid workday in a recognized U.E. position is identical, seniority shall be determined by using the members' birthdays as a tie breaker. Highest seniority shall be awarded to the member with the earliest birthday in the calendar year by month, then, if needed to break the tie, by day of the month, and then finally if needed by year with the earliest year being most senior. Once a tie has been broken, it is considered broken for all time.

B. Probationary Periods

1. New employees shall have no seniority status until they have completed a probationary period of ninety (90) workdays, after which their seniority begins in accordance with Article 15.A.2.. By mutual agreement, the Union and Superintendent may agree to extend the probationary period for an additional thirty (30) days.
2. The Board of Education may terminate an employee at any time and for any reason during the probationary period.
3. The Board will determine new employees wage step, based upon applicable experience, not to exceed step five.

C. Vacancies and Transfers

1. When the Board creates a new position or fills a vacancy in an existing position, the position shall be posted for not less than five (5) workdays in all school buildings and on the District internal computer system before being filled. The Union President will be notified when the Board creates a new position, fills a vacancy, decides not to fill a vacancy or makes a significant change to the job duties of an existing position.
2. The job posting shall include a job description, wage scale and required skills. Information regarding posted positions will be made available through the staff resources section of the District website.

3. Employees within the same seniority group as the vacancy shall have priority for the vacancy over all applicants. The Superintendent or designee shall interview all candidates within the seniority group who are interested in transferring. The employee with the highest seniority that meets the minimum job qualifications posted shall be awarded the position. For head and assistant head positions only, the Superintendent may select from the three most senior employees who apply.
4. If the position is not filled by an employee within the same seniority group, the Superintendent or designee shall interview employees from other seniority groups. The employee with the highest seniority that meets the minimum job requirements shall be awarded the position. For head and assistant head positions only, the Superintendent may select from the three more senior employees who apply. Employees may bid on a position as a second job provided that, the position does not conflict with the employee's present hours of work and that will not result in the employee being scheduled for most than forty (40) hours of work in a week.
5. If no employee is selected to fill the position, the Board may hire an outside applicant.
6. An employee who transfers into a promotion shall experience no loss of pay resulting from the transfer. An employee who bids on a lower-rated job and thereby transfers into a demotion shall be placed on the salary schedule step that is commensurate with the employee's seniority.
7. An employee who transfers to a new or vacant position shall have the right to return to his/her previously held position within five (5) workdays. The Board of Education also shall have the right within five (5) days to return an employee to his/her previously held position. The above mentioned five (5) days shall begin the first day the member starts the new position.

8. A custodial or food service employee that transfers to a new or vacant position will not apply to transfer to a new or vacant position for at least six (6) months from the date that the employee first works in the position that they were most recently employed in unless the open position is a promotion or a greater number of hours or if no other bargaining unit member bids on the job.

ARTICLE 16

LAYOFF AND RECALL

- A. Whenever it becomes necessary to reduce the number of employees in a seniority group due to the abolition of a position caused by lack of funds or lack of work, probationary employees in that seniority group shall be laid off first. Layoff of employees shall be made in the inverse order of seniority.
- B. Within a seniority group, the employee with the lowest seniority in that group affected shall be the first laid off, provided that the remaining employees are able to perform the work within that group. If further layoffs are necessary, the same procedure shall continue to be used.
- C. An employee laid off under the above provision shall have the right to bump an employee in any seniority group on the basis of seniority, provided that the employee meets the minimum qualifications of the position to which he/she seeks to bump.
- D. A laid off employee will be eligible for recall and shall receive a written notice of such recall to his/her last known address on file with the Human Resource office. It shall be the responsibility of each employee to keep the Human Resource office informed of his/her current address.
- E. An employee on layoff shall maintain recall rights for a period of two (2) years from the date of layoff.
- F. In refilling vacancies caused by layoffs, employees shall be recalled in the reverse order of layoff.
- G. Notice of recall to a laid off employee shall be sent by receipted written correspondence to the employee's last known address as listed in the Human Resource office. The employee shall have five (5) working days after receipt of the notice to notify the Superintendent of his/her intent to return to work and five (5) more working days to return to work. Receipt of the recall notice means the date of the receipted delivery. If the employee moved and did not provide the Human

Resource office with a forwarding address, the attempted date of delivery on the notice shall be the receipt of notice.

- H. If the employee does not return to work within the time limits stated above, his/her name will be removed from the layoff list and he/she shall be considered as resigning from his/her employment.

ARTICLE 17

HOLIDAYS

A. Employees with a work calendar of 260 days will be paid their regular per diem rate for the following holidays:

New Year's Day	July 4 th
Martin Luther King Day	Labor Day
Presidents' Day	Thanksgiving
Memorial Day	Christmas
Day after Thanksgiving	Day before Christmas

B. Employees with a work calendar of less than 260 days will be paid their regular per diem rate for all of the holidays contained in Section A. except for July 4th.

C. All eligible employees shall receive paid holiday time off upon assignment to a position in this bargaining unit. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) multiplied by the number of hours the employee would otherwise have worked on that day.

D. In order to be compensated for holidays, an employee must be regularly scheduled to work and must actually work all his/her scheduled hours on the work day immediately before and immediately after the holiday, unless the employee was on approved sick leave, personal leave, or vacation leave or the employee retires prior to the next scheduled work day following the holiday.

E. A recognized holiday that falls on a Saturday shall be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

Observance of any of the above listed holidays may be changed by the adopted school calendar.

UE will have representation on the calendar committee on the same basis as all other unions.

- F. In exchange for two (2) additional days off (one day prior to New Year's Day and Jug Day) all 12-month employees and also those custodians who work less than 12 months are deemed necessary to maintain the flow of work on snow days and other days when the schools are closed. Employees who are required to work on snow days and other days when the schools are closed may, at the discretion of their supervisor, leave when the work is completed and shall be paid for the entire day.
- G. An employee who performs any scheduled work during an observed holiday shall be paid his/her holiday pay in addition to time and one-half (1 1/2) for all such hours worked. Any employee who is called in to work on a Sunday or holiday shall be paid two times (2.0x) his/her regular rate for all such hours worked in addition to holiday pay (providing it is a holiday). Any employee whose work calendar shows the Wednesday prior to Thanksgiving as a non work/non paid day that works that day will be paid at two times (2.0x) his/her regular rate of pay for all hours worked.

ARTICLE 18

VACATIONS

A. Twelve (12) month employees shall earn paid vacation time. Vacation time for each year will be credited on the anniversary date of hire based on the following schedule:

1 through 9 years of service two (2) weeks

10 through 19 years of service three (3) weeks

20 or more years of service four (4) weeks

Employees may not transfer vacation, which was accrued, from employment with another public employer.

B. Vacation pay shall be calculated by multiplying the number of vacation days by the number of hours for which the employee is normally scheduled to work and then by the employee's straight-time hourly rate at the time vacation is taken.

C. Vacation leave may be carried over to the next year provided that it does not cause an employee's total vacation days to exceed two years of vacation accrual as defined by the schedule in Section A. above.

D. Vacation requests shall be submitted to the employee's immediate supervisor in writing at least one (1) week before the first day of the proposed vacation. The immediate supervisor reserves the discretion to waive this advance request requirement. The Employer reserves the right to limit the number of employees who may take vacation at any particular time. The number of employees from any single department (custodial, maintenance, transportation) who may be on vacation and/or personal leave simultaneously may not exceed one employee or 10% of the twelve month employees in that department who report to the same building, whichever is greater depending upon available coverage. Provided that the requirements of this paragraph are satisfied, an employee's vacation request shall be approved absent any emergency

circumstances. A supervisor, at his/her discretion, may authorize vacation requests, which exceed the amounts described above.

1. In the event that all employee requests for a period of vacation cannot be granted as in Section D. for vacation time in the months of June, July, and August, the senior employee(s) shall be approved for such vacation(s), provided that such request was made prior to March 1 of that year. All other vacations shall be approved or rejected in the order that the vacation request was submitted.
2. If a vacation would impair the District's ability to function, the Superintendent may deny a request for more than two consecutive weeks of vacation leave for employees in the following classifications: Head Custodian, Maintenance, Electrician, and Maintenance Mechanical.

E. The smallest permissible increment of vacation leave is one-half (0.5) day. If an employee wishes to request one day per week of vacation leave for three (3) or more consecutive weeks, the entire request shall be made at least one week prior to the first vacation day that is taken.

ARTICLE 19

SICK LEAVE

- A. All employees shall accrue sick leave at the rate of one and one-fourth (1 ¼) workdays per month and may accumulate a maximum of fifteen (15) workdays per calendar year. Any employee can transfer sick leave from previous public employment according to the provisions of the ORC.
- B. Each new employee who has no accumulated sick leave may be advanced ten (10) work days of leave per the employee's contract year, to be used as needed. As the employee accrues sick leave, the advanced days will be paid back at the rate of one and one-fourth (1 ¼) workdays per month. Employees terminating employment prior to "paying back" the advanced days will have the remaining advanced days deducted on a per diem rate at final salary settlement.
- C. Sick leave accumulation shall appear on each employee's pay stub. Sick leave may be used in minimum increments of one-quarter (1/4) day.
- D. Sick leave may be used for absence by an employee for the following reasons or conditions:
1. Personal illness or injury, including emergency doctor or dentist appointments in connection therewith.
 2. Pregnancy.
 3. Exposure to contagious diseases that could be communicated to others.
 4. Illness or death in the employee's immediate family. Immediate family consists of husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, parents-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, nephew, niece or anyone who virtually held the position of immediate family, including but not limited to the son, daughter, father, mother, brother, or sister.

An employee shall be allowed to use five (5) workdays of sick leave due to the illness or death of relatives not covered by Section 4 above.

E. Any employee who is absent for three (3) or more consecutive days for any of the reasons set forth above is required to provide a doctor's excuse or verification ("verification" = form provided by the Board and signed by the employee verifying that the use of sick leave is for one of the reasons contained in the Agreement) of illness (for the employee's own illness or family member's illness giving rise to the absence) to be eligible for paid sick leave.

ARTICLE 20

SICK LEAVE TRANSFER

- A. Eligible employees who have exhausted or reasonably expect to exhaust all accumulated sick leave may request the approval of the Superintendent to receive transferred sick leave days from other eligible employees in accordance with this provision. The Superintendent shall approve such transfer request provided that:
1. The employee is suffering from a personal illness or injury, requiring extended absence from duty beyond the member's accumulated sick leave as certified by his/her physician.
 2. The employee has exhausted, or is reasonably expected to exhaust, all accrued sick leave, personal leave and vacation leave.
 3. As certified by the employee's physician, the employee has a reasonable expectancy to return to his/her job and is not using sick leave transfer to avoid disability retirement.
 4. The employee has exhausted all accrued sick leave, personal leave and vacation leave and experiences a death in the family that qualifies for sick leave under Article 19.D.4
- B. The Union or the employee requesting a sick leave transfer shall submit a written request to the Superintendent or designee for approval. Final approval for such sick leave transfer shall only be granted after the Union or requesting employees have submitted written authorization(s) from employees who have agreed to donate such sick days. Request and authorization forms shall be provided by the Board.
- C. When approved by the Superintendent or designee, the Treasurer shall deduct one (1) transferred sick leave day from the accrued and unused sick leave of the transferor for each sick leave day that is credited to the eligible transferee. No employee may receive, by way of transfer, more than forty (40) sick leave days in any fiscal year; no employee may donate, by way of transfer, more than two (2) sick leave days per fiscal year to a specific employee; and no employee may donate more than six (6) sick days during any fiscal year.

ARTICLE 21

PERSONAL LEAVE

- A. Each employee shall be entitled to three (3) days of unrestricted personal leave per school year. Unused personal leave shall not accumulate from year to year, except as set forth in section G. below. Employees hired after the beginning of the school year will accrue personal leave in one-fourth (1/4) day increments at the rate of one-fourth (1/4) day per month based on time served during the initial year of employment.
- B. Requests for personal leave shall be provided in writing using the appropriate form to the immediate supervisor at least five (5) workdays prior to the leave being requested. The immediate supervisor must return the personal leave form to the employee requesting the leave, marked approved or denied, within three (3) work days of receipt. In cases of emergency, the employee should file the form if the emergency is known prior to the personal day requested. In case of an emergency when it is not feasible for an employee to file a request form, the personal day shall be granted once the employee retroactively files the request form.
- C. Except in emergency situations where it is not feasible for the employee to give prior notice, no leave may be taken without the prior approval of the immediate supervisor and Superintendent or his/her designee.
- D. Unrestricted personal leave may not be approved for the following reason:
1. When the number of employees from any single department (custodial, food service, maintenance, transportation) who are on personal and/or vacation leave simultaneously meet or exceed one employee or 10% of the employees in that department who report to the same building, whichever is greater, depending upon available coverage.
- E. Exceptions to the above restriction shall be made for the following reasons:
1. Emergency circumstances that require the employee to be away from work.
 2. Conduct of personal legal business not involving the Board.

3. Compulsory court appearances, other than jury duty, where the Board is not a party.
4. Graduation or marriage of the employee or a relative in the “immediate family” as defined in Article 19, Sick Leave.
5. Religious holidays not included in the school calendar.
6. Death or serious illness of a close personal friend.
7. Personal obligations:
 - a. Religious
 - b. Transporting a family member for health care.

F. The smallest permissible increment of personal leave is one-quarter (1/4) day.

G. Employees who do not use all of their unrestricted personal leave days during the regular school year may choose to (a) have these remaining days converted to sick leave days, or (b) be paid for each unused personal leave day at one-half (1/2) their per diem rate subject to the limit set forth below, or (c) roll over one (1) unused personal leave day to the next school year with a maximum accumulation of four (4) personal leave days. If one personal leave day is rolled over to the next school year the employee may choose (a) or (b) for the remaining days. The employee may not be paid for more than three (3) personal leave days (at one-half per diem) in any one year. At the option of the employee, and upon written notice provided the Treasurer not later than June 30, the employee may receive payment as set forth above with payment made no later than the end of the following September. If the Treasurer does not receive notice requesting payment, all unused personal leave days shall be converted to sick leave.

Upon retirement, a UE Member will be paid for 75% of the value of accrued, unused Personal Leave days.

H. **Attendance Incentive**

The Employer agrees to develop and implement an attendance incentive to promote bargaining unit members’ regular attendance.

I. **Leave Without Pay**

There are two provisions for leave without pay:

- 1: Requests for leave without pay (LWOP) of not more than a total of five (5) consecutive days or non-consecutive days may be made in writing to the Superintendent or his/her designee. No more than two (2) such requests may be made in any school year.

- 2: Employees are eligible to request a leave without pay (LWOP) for up to two (2) consecutive school years, in accordance with O. R. C. Section 3319.13. Request for LWOP must be made in writing to the Superintendent for consideration by the Board. The leave request should be turned in as soon as possible, but in no event no later than two (2) weeks prior to the next regularly scheduled Board meeting, unless it is for an emergency.

The Board will pay the Board's share of applicable insurance premiums through the month in which the LWOP begins. Following that month, the Employee may continue insurance coverage pursuant to COBRA.

All applicable paid leave must be used before LWOP may be used.

An Employee who takes LWOP without Superintendent and or Board approval will be considered absent without leave (AWOL) and subject to disciplinary action, up to and including termination.

An Employee who is on LWOP for an entire month will not accrue any paid leave during that month.

ARTICLE 22

COMPULSORY COURT APPEARANCES

- A. The Board shall pay an employee called for jury duty at the employee's regularly scheduled hourly rate of pay. The Board shall grant an allowance (with receipts) for parking fees and one meal per day that is not to exceed five dollars (\$5.00). Such allowance is to come from the compensation that the employee receives for jury duty and is not to come from the Board of Education funds. Excess compensation shall be turned over to the Treasurer of the Board.
- B. Employees must show the jury summons to their immediate supervisor as soon as possible so that the supervisor may make arrangements to accommodate the absence. Employees are expected to report for work whenever the court schedule permits.

ARTICLE 23

ASSAULT LEAVE

- A. An employee who is absent due to physical or verifiable emotional disability resulting from an unprovoked physical attack upon the employee, when the assault occurs on Board premises or when the employee is in attendance at an official school function while in the course of the employee's employment, shall, subject to the approval of the Superintendent or his/her designee, be granted up to thirty (30) working days assault leave.
- B. During assault leave, the employee shall be maintained on full-pay basis, as if he or she had worked his or her regular schedule.
- C. Assault leave may not be granted under this article unless the employee in question:
 - 1. Has signed a written statement justifying the granting and use of assault leave.
 - 2. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
 - 3. Files charges, when physically able, with a law enforcement authority against the person or persons involved. The Superintendent or his/her designee may waive this requirement in an appropriate case.
 - 4. Assault leave will be charged initially while the employee is incapacitated as a result of the assault. If the Superintendent or his/her designee disapproves assault leave, sick leave credit will be charged to the day of the assault.

ARTICLE 24

MILITARY LEAVE

- A. In compliance with ORC 5903.01, et seq., employees who are members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a leave of absence from their employment with the Board without loss of pay per R.C. 5923.05 for such time as they are performing military duty for periods not to exceed twenty-two (22) eight (8) hour work days or 176 hours in any one calendar year, for each calendar year in which military duty is performed.
- B. Employees who return to work after the completion of military leave will be returned to their previous position with no loss of pay or benefits.

ARTICLE 25

FAMILY AND MEDICAL LEAVE ACT

The Board and the Union, on its own behalf and on behalf of the employees, each reserve any and all rights that they are provided under the Family and Medical Leave Act (“FMLA”).

ARTICLE 26

UNION LEAVE

A leave of absence without pay for up to one (1) year shall be granted to any employee for the purpose of serving as an elected officer or staff representative of one of the Union's affiliates. Upon return from such leave, an employee shall be placed at the position and wage level he/she would have advanced to without said leave. Employees shall be credited with any new fringe benefits and previously accrued benefits. No benefits shall accrue for the duration of said leave, with the exception that the employee or the Union may pay the full cost of the group rate for all insurance benefits that the employee otherwise would be entitled to receive.

ARTICLE 27

SERS PICK-UP

- A. The District shall contribute to the School Employees' Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such employees.
- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary; and, (2) cash salary. An employee's deferred salary shall be equal to that percentage paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pick-up" of the SERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
- C. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to SERS shall not be greater than the amount it would have paid for those items had this provision not been in effect.
- D. The Employer shall compute and remit its employer contributions to SERS based upon the total annual salary, including the "pick-up." The Employer shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Employer shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the "pick-

up.” The Employer shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

- E. The “pick-up” shall be included in the employee’s total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
- F. The “pick-up” shall be a uniform percent for all employees’ total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
- G. The current taxation or deferred taxation of the “pick-up” is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the “pick-up” will be deferred. If the IRS or other governmental entity declares the “pick-up” not to be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

ARTICLE 28
SEVERANCE PAY

Severance pay shall be a one-time, lump sum payment to eligible employees according to the following provisions:

A. Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

1. The employee retires from the District pursuant to SERS regulations.
2. The employee must, within three (3) months after his/her last day of employment with the District, prove acceptance into the retirement system by having received and cashed his/her first retirement check.
3. The employee must sign an application form for the cancellation of accrued sick leave certifying all eligibility requirements have been met. Such application must be made within three (3) months of the employee's last workday. If the retiring employee notifies the Board on or before the first day of March, in advance of the final workday before retirement and completes his/her contract year, he/she will receive eight (8) severance days as a bonus.
4. The employee must sign for the severance check certifying that the eligibility criteria have been met.

B. Benefit Calculation

The amount of the severance benefit due an employee shall be calculated by:

1. Multiplying the employee's accrued but unused sick leave (up to a maximum of 224 days) by 25%.
2. Multiplying the product times the employee's per diem rate of pay at the time of retirement.

3. The amount of the benefit calculated in steps one and two shall not exceed the value of 56 days accrued but unused sick leave.
 - a. If the employee has provided notice in accordance with A. 3 above, eight (8) sick days shall be added to the calculations in steps 1 and 2.

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

ARTICLE 29

HEALTH AND SAFETY

- A. The Employer agrees to provide a safe and healthful work environment. Adequate medical and first aid services will be maintained by the Employer at all times.
- B. Safety must be a prime concern and responsibility of both parties. The Union and bargaining unit members agree to give assistance and cooperation in the prevention, correction, and elimination of all unhealthful and unsafe working conditions and practices. The Employer and the Union shall discuss safety-related matters, as needed at regularly scheduled or special labor/management meetings.
- C. The Employer may require employees who return from a sick leave of more than thirty (30) days to take a physical examination or at the employee's option provide certification from his/her physician that he/she is capable of performing the work required by their job.
- D. All physical exams required by Ohio law or by the Board shall be paid by the Employer. Such examination(s) shall be by a doctor of the Board's choice. An employee who is required to take a physical exam shall receive one and one-half (1-1/2) hours pay for such exam. The Employer shall not be required to pay for pre-employment exams. Transportation employees who are required by 49 USC 31306 to submit to random drug testing shall receive one (1) hour of pay, unless such testing is performed during their regularly scheduled working hours.
- E. Transportation Employee Drug Testing
 - 1. The Board shall comply with the provisions of 49USC 31306, the Omnibus Transportation Employee Testing Act of 1991 by periodically testing covered transportation employees (employees whose jobs require a Commercial Driver's License) as required by such law for alcohol and controlled substances.

2. In the event that the testing required by 49USC 31306 discloses that a covered transportation employee has used alcohol or controlled substances in violation of the law, the Board shall take disciplinary action which complies with the law.
3. The Board shall inform transportation employee(s) who may be the subject of discipline under this provision that he/she has the right to be represented by the Union at any conference or meeting with supervision to discuss such matters.
4. Actions taken by the Board under this provision are subject to review through the grievance procedure.

F. Uniforms

1. The employer will provide safety vests for members who are performing the duties of crossing guards.
2. A rental uniform paid for by the Board shall be supplied to all Custodians, Maintenance personnel, and Bus Mechanics with five (5) changes per week. The rental uniform shall consist of long/short sleeve shirts, work pants/shorts, lightweight jackets. In addition heavy weight winter jackets shall be available to those who perform work outside and are responsible for snow removal, spreading salt and other outside duties. The employer will offer these employees the opportunity to purchase shoes to accompany the uniform through the uniform supplier or district selected vendor(s). The Board shall provide a \$100 annual shoe allowance for those who perform work outside and are responsible for snow removal, spreading salt and other outside duties. Cleaning of such uniforms shall be provided by the uniform rental provider contracted by the Board. The employer will provide, with input from a committee, which includes the three (3) head cooks and Food Service Supervisor, five (5) shirts at the time of hire bearing Delaware City Schools identification. The employer will provide two (2) shirts to food service personnel each year. Food service employees will be responsible for cleaning and maintaining the shirts.

The Board shall also supply protective aprons to all cooks. Employees who are provided clothing for use at the work site shall wear the clothing during working hours.

G. Pupil Discipline

Employees who work with Career Based Intervention students or community service students will be provided with in-service training in pupil support and discipline and will have available appropriate forms and procedures to initiate reporting of pupils who violate the student code of conduct.

ARTICLE 30

INSURANCE AND BENEFITS

- A. For the duration of this agreement, the Board shall maintain Hospitalization and Major Medical Insurance for each employee and all eligible dependents, provided that such employee is regularly scheduled to perform twenty (20) hours of work per week or more and the employee pays his/her percentage of the cost of such coverage, as set forth below. If both husband and wife are employed twenty (20) hours of work per week or more, either the husband or wife may elect a family plan. Alternatively, the husband and wife each may elect a single plan.
- The Employee, spouse, and dependent children as defined by law shall be covered by such health insurance programs providing that the employee authorizes deduction of his/her cost share of the premium.
- The Employer shall provide 80% of the cost of such insurance for each eligible employee as defined herein. If the UE should propose an insurance plan and the Board approves such plan, any employees electing to switch to the UE-proposed plan shall be responsible for any cost of the plan that exceeds the Board's share of the existing Board-provided plan. That is, the Board will not be responsible for any additional cost arising from an employee's election to switch to the UE-proposed plan.
- The Board shall comply with all changes in coverage required by new legislation in accordance with federal and state statutes and regulations.
- B. If an employee's hospitalization and major medical insurance is covered by a spouse, and if that employee decides to opt out of the insurance plan, and provides proof of coverage in the spouse's plan, the treasurer will no longer deduct the major medical/hospitalization cost-share from the employee's paycheck. This request will be processed within fifteen (15) days of the request to leave the plan. Should that employee's circumstances create the need for reinstatement into the plan, the treasurer will do so according to the rules set forth by the carrier.

Any member who enrolls in District health insurance benefits for a minimum of six (6) consecutive months and who thereafter forgoes District health insurance benefits by switching to or enrolling in a spouse's non-District plan will be eligible for an annual payment of \$1,000.00. Such payment will be made in one (1) lump sum not later than the first pay in February. Any such member who opts out of coverage in the District's insurance plan is not eligible to return to the plan for a minimum of twelve (12) months, unless the employee experiences a "qualifying event" that leaves him/her without insurance coverage. Proof of coverage must be submitted to the Treasurer's office.

Employees whose spouses are currently on the District insurance plan and whose spouses are eligible for, and enrolled in PPACA compliant coverage through their employer may have their spouse opt out of the District's insurance plan in exchange for a one-time, lump sum payment of \$1,000.00. Proof of coverage must be submitted to the treasurer's office.

Any member who was enrolled in the District health plan with family coverage, and who thereafter switches to a District health plan with single coverage will receive a one-time, lump sum payment of \$1,000.00.

For those employees hired after September 1, 2018, spouses will not be eligible for coverage by the District health plan unless the member provides a signed affidavit that their spouse is not eligible for PPACA compliant coverage through the spouse's employer. Intentional falsification of an initial affidavit or the intentional failure to rescind an affidavit in the event that a spouse initially without employer coverage becomes eligible for such coverage shall be grounds for discipline up to and including termination.

C. As of January 1, 2019, the district will offer an insurance plan consisting of a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) only with coverage levels as specified in the current contract. Member HSA accounts will be seeded at \$3000.00 for a family plan and \$1500.00 for a single plan for the 2019 calendar year, at \$2500.00 and \$1,250.00 for the 2020 calendar year, and at \$2200.00 and \$1100.00 for the 2021 calendar year.

High Deductible Health Plan (HDHP) with HSA (Health Savings Account)

IN-NETWORK DEDUCTIBLES AND OUT-OF-POCKET MAXIMUM

Single plan deductible	\$1500.00 per plan year
Family plan deductible	\$3000.00 per plan year
Single plan out-of-pocket maximum	\$3000.00 per plan year
Family plan out-of-pocket maximum	\$6000.00 per plan year

90%/10% Co-insurance Office Visit Co-Pay \$25.00

NON-NETWORK DEDUCTIBLES AND OUT-OF-POCKET MAXIMUMS

Single plan deductible	\$ 3000.00 per plan year
Family plan deductible	\$ 6000.00 per plan year
Single plan out-of-pocket maximum	\$ 6000.00 per plan year
Family plan deductible maximum	\$12000.00 per plan year
70% /30%Co-insurance	Office Visit Co-Pay \$50.00

D. Prescription Drugs: As part of the Hospitalization and Major Medical Insurance program, the Board shall provide a prescription drug plan. The co-pay for the thirty (30) day retail pharmacy shall be \$15.00 for generic drugs, \$25.00 for brand-name drugs on the Preferred Drug List and \$35.00 for Specialty Drugs and drugs not on the Preferred Drug List And. The ninety (90) day mail order plan shall be \$25.00 for generic drugs, \$50.00 for brand-name drugs on the Preferred Drug List and \$75.00 for drugs not on the Preferred Drug List. On the HDHP with HSA Plan the pharmacy deductible is included incorporated in the overall plan deductible.

- E. Dental Care Insurance: For the duration of this agreement, the Employer shall provide all employees, who are regularly scheduled to perform twenty (20) hours of work per week and their eligible dependents with dental care insurance. Such dental coverage shall include identical benefits to the coverage in effect on June 30, 2006. The Board shall pay the full cost of such dental care insurance.
- F. Life, Accidental Death and Dismemberment Insurance: The Board shall pay the full cost of group life, accidental death and dismemberment insurance for all employees. The face value of such coverage for the duration of this agreement is \$30,000. If the insurance carrier makes the portability of life insurance an option, the Board will make it available to employees on the terms set by the insurance carrier. The employee shall pay the entire cost of the portability benefit.
- G. District Insurance Committee: The Union shall participate on the District Insurance Committee, which consists of members of UE, DCTA, OAPSE and administration and which will meet quarterly. This committee's responsibilities shall include: monitoring insurance costs; reviewing and recommending modifications to benefits; participating in discussions in selection of insurance carriers and/or third party administrators for the health benefits plan and to develop such proposals as the committee deems appropriate concerning the level of health care insurance benefits.
- H. The District may implement a statewide health plan, if one becomes available during the term of this Agreement. Alternatively, the District may implement a High Deductible Health Plan/Health Savings Account (HDHP/HSA), if the Insurance Committee recommends one.
- I. For the term of this agreement, if teachers receive a lump sum payment to offset high deductibles and copays, the UE bargaining unit shall receive the same payment.

ARTICLE 31

IN-SERVICE TRAINING

Employees may request, in writing, permission to attend in-service training sessions. The Superintendent may approve such request(s) provided that such training will potentially improve the employee's ability to perform his/her work. When such training is approved by the Superintendent, the employee shall be paid the Board's mileage rate for transportation and his/her hourly pay for all hours in attendance at such training. Fees for the approved training shall also be paid by the Board.

ARTICLE 32

LABOR/MANAGEMENT COUNCIL

A Labor/Management Council will be established upon ratification of this contract. The Council will consist of the Superintendent and members of the bargaining unit, as determined by the bargaining unit membership. The Council will meet periodically to discuss issues and concerns of the bargaining unit and of the District with the purpose of continuously improving safety and support services in the district and the learning environment.

ARTICLE 33

NO STRIKE, NO LOCKOUT

For the duration of this Agreement (with the exception of specified wage re-openers, if any), the Union and its members will not strike, nor will the Employer lockout any or all of its employees.

ARTICLE 34

REEMPLOYMENT OF RETIRED UNITED ELECTRICAL (UE) MEMBERS

The Board may, under appropriate circumstances, find it necessary or desirable to fill one or more UE bargaining unit vacancies with a previously retired applicant (i.e. a person retired from any school district in Ohio). Such applicants will be known as Previously Retired UE Staff (PRUES). The re-employment of PRUES will only be done following compliance with the public notice and hearing requirements according to the Ohio Revised Code (ORC). The following conditions shall apply:

- A. PRUES shall be bound by all terms of the bargaining unit contract in effect at the time of their employment and any subsequent agreement(s) except for those terms specifically excepted in this MOU.
- B. PRUES have no guarantee of re-employment.
- C. PRUES have no guarantee of re-employment in the same assignment/position.
- D. Any vacant positions shall be first filled from within the existing bargaining unit before the hiring of PRUES.
- E. For the purpose of salary placement, a PRUES will be credited with all earned training/education, and shall be granted up to a maximum of five (5) years' previous work experience service credit upon their initial employment – Article 15, Section B, #3 and Article 11, Section B.
- F. The re-employed PRUES will be advanced one (1) year on the salary schedule, for each year of service as a PRUES, but shall not exceed step ten (10) of the salary schedule
- G. The re-employed PRUES who are scheduled to work more than twenty (20) hours per week will be eligible for Board-paid health/medical insurance only if he/she is not eligible for coverage through SERS.

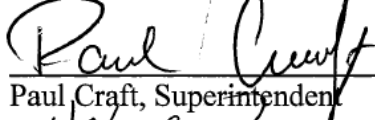
- H. In the event of a Reduction in Force (RIF), probationary employees will be laid off first followed by PRUES, and the in reverse seniority order according to Article 16. PRUES employees shall have no bumping rights.
- I. Such re-employment will not jeopardize the continuation of existing programs nor result in the Reduction in Force (RIF) of classified staff employed at the commencement of each such re-employment contract.
- J. Re-employed staff members are not eligible to participate in any retirement incentive program nor are they eligible for severance pay, except as indicated in K below.
- K. PRUES members are not eligible to “retire a second time” and be eligible for bonus severance pay as defined in Article 28 however, the employee is eligible for pay out of unused sick days under Article 28, Section B.


ARTICLE 35
CONTRACT ADMINISTRATION

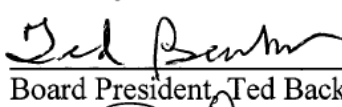
- A. Full Agreement: This agreement and its appendices constitute the collective bargaining agreement between the parties; except as may be otherwise mutually agreed hereafter, during the term of this Agreement.
- B. Amendments to Agreement: This Article shall not bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate. Amendments to this Agreement shall be in writing and must be signed by an authorized representative of each party.
- C. Severability: In the event any of the provisions of this Agreement shall be declared illegal or repealed, only that provision shall be negotiated to comply with the law and the remainder of the Agreement shall remain in full force and effect.
- D. Termination: The Agreement shall remain in full force and effect for a period of three (3) years from 12:01 a.m. July 1, 2018 until midnight June 30, 2021.


IN WITNESS HERETO, the parties have caused this agreement to be executed on the eighteenth day of June, 2018.

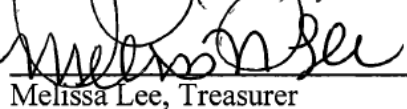
FOR THE DELAWARE CITY SCHOOLS
BOARD OF EDUCATION


Paul Craft, Superintendent

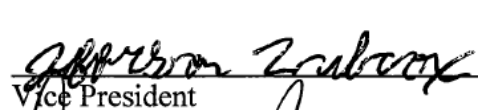

Heidi Kegely, Assistant Superintendent



Board President, Ted Backus


Board Vice President, Jayna McDaniel Browning


Melissa Lee, Treasurer

FOR UNITED ELECTRICAL, RADIO
AND MACHINE WORKERS OF AMERICA


Vice President


UE State Representative


Negotiating Team Member


Negotiating Team Member


Negotiating Team Member


Negotiating Team Member

Appendix A

SALARY

2018-2019

2018-19 Salary Schedule Printout -- UE

1/14/2019

Step	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt
Bus Driver	Cook--Assistant Head	Cook--Head	Cooks--Cashiers	Custodian	Custodian--Assistant Head	Custodian--Head	Dispatcher		
1	\$19.01	1 \$14.52	1 \$15.85	1 \$13.84	1 \$14.41	1 \$15.33	1 \$15.81	1 \$15.54	
2	\$19.34	2 \$14.96	2 \$16.18	2 \$14.16	2 \$15.13	2 \$15.89	2 \$16.35	2 \$16.09	
3	\$19.66	3 \$15.28	3 \$16.51	3 \$14.46	3 \$15.74	3 \$16.50	3 \$16.96	3 \$16.69	
4	\$20.01	4 \$15.61	4 \$16.79	4 \$14.76	4 \$16.27	4 \$17.05	4 \$17.50	4 \$17.24	
5	\$20.30	5 \$15.88	5 \$17.09	5 \$15.08	5 \$17.09	5 \$17.54	5 \$18.00	5 \$17.72	
6	\$20.62	6 \$16.21	6 \$17.38	6 \$15.39	6 \$17.58	6 \$18.02	6 \$18.51	6 \$18.23	
7	\$21.29	7 \$16.53	7 \$17.69	7 \$15.68	7 \$18.08	7 \$18.55	7 \$19.00	7 \$18.72	
8	\$21.79	8 \$16.81	8 \$18.01	8 \$16.02	8 \$18.60	8 \$19.03	8 \$19.50	8 \$19.23	
9	\$22.28	9 \$17.12	9 \$18.30	9 \$16.31	9 \$19.11	9 \$19.54	9 \$20.00	9 \$19.72	
10	\$22.75	10 \$17.41	10 \$18.63	10 \$16.59	10 \$19.60	10 \$20.07	10 \$20.49	10 \$20.22	
11	\$23.29	11 \$17.74	11 \$18.90	11 \$16.63	11 \$19.83	11 \$20.25	11 \$20.75	11 \$20.75	
12	\$23.77	12 \$18.06	12 \$19.25	12 \$16.93	12 \$20.31	12 \$20.79	12 \$21.25	12 \$21.25	
13	\$24.26	13 \$18.33	13 \$19.55	13 \$17.26	13 \$20.83	13 \$21.29	13 \$21.75	13 \$21.75	
14	\$24.26	14 \$18.33	14 \$19.55	14 \$17.26	14 \$21.35	14 \$21.79	14 \$22.25	14 \$22.25	
15	\$24.53	15 \$18.58	15 \$19.78	15 \$17.48	15 \$22.32	15 \$22.75	15 \$23.25	15 \$23.25	
16	\$24.53	16 \$18.58	16 \$19.78	16 \$17.48	16 \$22.83	16 \$23.29	16 \$23.74	16 \$23.74	
17	\$24.53	17 \$18.58	17 \$19.78	17 \$17.48	17 \$22.83	17 \$23.29	17 \$23.74	17 \$23.74	
18	\$25.01	18 \$18.87	18 \$20.11	18 \$17.82	18 \$23.04	18 \$23.51	18 \$23.96	18 \$23.96	
					19 \$23.04	19 \$23.51	19 \$23.96	19 \$23.96	
					20 \$23.04	20 \$23.51	20 \$23.96	20 \$23.96	
					21 \$23.61	21 \$24.04	21 \$24.46	21 \$24.46	

Notes:

See Article 11 on Salary

11D - Annual Salary Increase

11E - Longevity following completion of 21st yr (\$400), 26th year (\$800)

Memo on management right to determine 3rd shift differential

(2018-2019 \$0.30/hr, 2019-2020 \$0.35/hr, 2020-2021 \$0.40/hr)

2018-19 Salary Schedule Printout -- UE

1/14/2019

Step	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt
Maintenance # 1	Maintenance # 2	Maintenance #3--Clerk-	Mechanic	Mechanic--Assistant	Mechanic--Head				
1	\$21.81	1 \$18.00	1 \$14.63	1 \$19.67	1 \$16.70	1 \$22.13			
2	\$22.31	2 \$18.48	2 \$15.20	2 \$20.22	2 \$17.13	2 \$22.66			
3	\$22.79	3 \$18.99	3 \$15.77	3 \$20.80	3 \$17.58	3 \$23.21			
4	\$23.14	4 \$19.47	4 \$16.31	4 \$21.35	4 \$18.01	4 \$23.77			
5	\$23.79	5 \$20.01	5 \$16.90	5 \$21.88	5 \$18.46	5 \$24.34			
6	\$24.31	6 \$20.49	6 \$17.47	6 \$22.46	6 \$18.46	6 \$24.88			
7	\$24.79	7 \$20.98	7 \$18.03	7 \$23.00	7 \$18.69	7 \$25.43			
8	\$25.33	8 \$21.46	8 \$18.59	8 \$23.58	8 \$18.69	8 \$25.99			
9	\$25.79	9 \$21.96	9 \$19.18	9 \$24.11	9 \$18.69	9 \$26.52			
10	\$26.29	10 \$22.48	10 \$19.72	10 \$24.68	10 \$19.16	10 \$27.11			
11	\$26.90	11 \$22.97	11 \$20.30	11 \$24.68		11 \$27.62			
12	\$27.29	12 \$23.46	12 \$20.89	12 \$24.90		12 \$27.62			
13	\$27.29	13 \$23.46	13 \$21.44	13 \$24.90		13 \$27.86			
14	\$27.55	14 \$23.72	14 \$22.00	14 \$24.90		14 \$27.86			
15	\$27.55	15 \$23.72	15 \$22.00	15 \$25.49		15 \$27.86			
16	\$27.55	16 \$23.72	16 \$22.28			16 \$28.40			
17	\$27.94	17 \$24.19	17 \$22.28						
			18 \$22.28						
			19 \$22.87						

SALARY 2019-2020

2019-20 Salary Schedule Printout -- UE

1/14/2019

Step	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt						
Bus Driver	Cook--Assistant Head		Cook--Head	Cooks--Cashiers		Custodian	Custodian--Assistant Head		Custodian--Head	Dispatcher					
1	\$19.51	1	\$14.90	1	\$16.27	1	\$14.21	1	\$14.79	1	\$15.74	1	\$16.23	1	\$15.95
2	\$19.85	2	\$15.36	2	\$16.61	2	\$14.54	2	\$15.53	2	\$16.31	2	\$16.78	2	\$16.52
3	\$20.18	3	\$15.68	3	\$16.95	3	\$14.84	3	\$16.16	3	\$16.94	3	\$17.41	3	\$17.13
4	\$20.54	4	\$16.02	4	\$17.23	4	\$15.15	4	\$16.70	4	\$17.50	4	\$17.96	4	\$17.70
5	\$20.84	5	\$16.30	5	\$17.54	5	\$15.48	5	\$17.54	5	\$18.00	5	\$18.48	5	\$18.19
6	\$21.17	6	\$16.64	6	\$17.84	6	\$15.80	6	\$18.05	6	\$18.50	6	\$19.00	6	\$18.71
7	\$21.85	7	\$16.97	7	\$18.16	7	\$16.10	7	\$18.56	7	\$19.04	7	\$19.50	7	\$19.22
8	\$22.37	8	\$17.26	8	\$18.49	8	\$16.44	8	\$19.09	8	\$19.53	8	\$20.02	8	\$19.74
9	\$22.87	9	\$17.57	9	\$18.78	9	\$16.74	9	\$19.62	9	\$20.06	9	\$20.53	9	\$20.24
10	\$23.35	10	\$17.87	10	\$19.12	10	\$17.03	10	\$20.12	10	\$20.60	10	\$21.03	10	\$20.76
11	\$23.91	11	\$18.21	11	\$19.40	11	\$17.07	11	\$20.36	11	\$20.79	11	\$21.30	11	\$21.30
12	\$24.40	12	\$18.54	12	\$19.76	12	\$17.38	12	\$20.85	12	\$21.34	12	\$21.81	12	\$21.81
13	\$24.90	13	\$18.82	13	\$20.07	13	\$17.72	13	\$21.38	13	\$21.85	13	\$22.33	13	\$22.33
14	\$24.90	14	\$18.82	14	\$20.07	14	\$17.72	14	\$21.92	14	\$22.37	14	\$22.84	14	\$22.84
15	\$25.18	15	\$19.07	15	\$20.30	15	\$17.94	15	\$22.91	15	\$23.35	15	\$23.87	15	\$23.87
16	\$25.18	16	\$19.07	16	\$20.30	16	\$17.94	16	\$23.43	16	\$23.91	16	\$24.37	16	\$24.37
17	\$25.18	17	\$19.07	17	\$20.30	17	\$17.94	17	\$23.43	17	\$23.91	17	\$24.37	17	\$24.37
18	\$25.67	18	\$19.37	18	\$20.64	18	\$18.29	18	\$23.65	18	\$24.13	18	\$24.59	18	\$24.59
								19	\$23.65	19	\$24.13	19	\$24.59	19	\$24.59
								20	\$23.65	20	\$24.13	20	\$24.59	20	\$24.59
								21	\$24.24	21	\$24.68	21	\$25.11	21	\$25.11

Notes:
See Article 11 on Salary
11D - Annual Salary Increase
11E - Longevity following completion of 21st yr (\$400), 26th year (\$800)
Memo on management right to determine 3rd shift differential (2019-2020 \$0.35/hr)

2019-20 Salary Schedule Printout -- UE

1/14/2019

Step	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt		
Maintenance # 1	Maintenance # 2	Maintenance # 3--Clerk-		Mechanic	Mechanic--Assistant		Mechanic--Head				
1	\$22.39	1	\$18.48	1	\$15.02	1	\$20.19	1	\$17.14	1	\$22.72
2	\$22.90	2	\$18.97	2	\$15.60	2	\$20.76	2	\$17.58	2	\$23.26
3	\$23.39	3	\$19.49	3	\$16.19	3	\$21.35	3	\$18.05	3	\$23.83
4	\$23.75	4	\$19.99	4	\$16.74	4	\$21.92	4	\$18.49	4	\$24.40
5	\$24.42	5	\$20.54	5	\$17.35	5	\$22.46	5	\$18.95	5	\$24.99
6	\$24.95	6	\$21.03	6	\$17.93	6	\$23.06	6	\$18.95	6	\$25.54
7	\$25.45	7	\$21.54	7	\$18.51	7	\$23.61	7	\$19.19	7	\$26.10
8	\$26.00	8	\$22.03	8	\$19.08	8	\$24.20	8	\$19.19	8	\$26.68
9	\$26.47	9	\$22.54	9	\$19.69	9	\$24.75	9	\$19.19	9	\$27.22
10	\$26.99	10	\$23.08	10	\$20.24	10	\$25.33	10	\$19.67	10	\$27.83
11	\$27.61	11	\$23.58	11	\$20.84	11	\$25.33			11	\$28.35
12	\$28.01	12	\$24.08	12	\$21.44	12	\$25.56			12	\$28.35
13	\$28.01	13	\$24.08	13	\$22.01	13	\$25.56			13	\$28.60
14	\$28.28	14	\$24.35	14	\$22.58	14	\$25.56			14	\$28.60
15	\$28.28	15	\$24.35	15	\$22.58	15	\$26.17			15	\$28.60
16	\$28.28	16	\$24.35	16	\$22.87					16	\$29.15
17	\$28.68	17	\$24.83	17	\$22.87						
				18	\$22.87						
				19	\$23.48						

SALARY 2020-2021

2020-21 Salary Schedule Printout -- UE

1/14/2019

Step	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt						
Bus Driver	Cook--Assistant Head		Cook--Head	Cooks--Cashiers		Custodian	Custodian--Assistant Head		Custodian--Head	Dispatcher					
1	\$20.03	1	\$15.29	1	\$16.70	1	\$14.59	1	\$15.18	1	\$16.16	1	\$16.66	1	\$16.37
2	\$20.38	2	\$15.77	2	\$17.05	2	\$14.93	2	\$15.94	2	\$16.74	2	\$17.22	2	\$16.96
3	\$20.71	3	\$16.10	3	\$17.40	3	\$15.23	3	\$16.59	3	\$17.39	3	\$17.87	3	\$17.58
4	\$21.08	4	\$16.44	4	\$17.69	4	\$15.55	4	\$17.14	4	\$17.96	4	\$18.44	4	\$18.17
5	\$21.39	5	\$16.73	5	\$18.00	5	\$15.89	5	\$18.00	5	\$18.48	5	\$18.97	5	\$18.67
6	\$21.73	6	\$17.08	6	\$18.31	6	\$16.22	6	\$18.53	6	\$18.99	6	\$19.50	6	\$19.21
7	\$22.43	7	\$17.42	7	\$18.64	7	\$16.53	7	\$19.05	7	\$19.54	7	\$20.02	7	\$19.73
8	\$22.96	8	\$17.72	8	\$18.98	8	\$16.88	8	\$19.60	8	\$20.05	8	\$20.55	8	\$20.26
9	\$23.48	9	\$18.04	9	\$19.28	9	\$17.18	9	\$20.14	9	\$20.59	9	\$21.07	9	\$20.78
10	\$23.97	10	\$18.34	10	\$19.63	10	\$17.48	10	\$20.65	10	\$21.15	10	\$21.59	10	\$21.31
11	\$24.54	11	\$18.69	11	\$19.91	11	\$17.52	11	\$20.90	11	\$21.34	11	\$21.86	11	\$21.86
12	\$25.05	12	\$19.03	12	\$20.28	12	\$17.84	12	\$21.40	12	\$21.91	12	\$22.39	12	\$22.39
13	\$25.56	13	\$19.32	13	\$20.60	13	\$18.19	13	\$21.95	13	\$22.43	13	\$22.92	13	\$22.92
14	\$25.56	14	\$19.32	14	\$20.60	14	\$18.19	14	\$22.50	14	\$22.96	14	\$23.45	14	\$23.45
15	\$25.85	15	\$19.58	15	\$20.84	15	\$18.42	15	\$23.52	15	\$23.97	15	\$24.50	15	\$24.50
16	\$25.85	16	\$19.58	16	\$20.84	16	\$18.42	16	\$24.05	16	\$24.54	16	\$25.02	16	\$25.02
17	\$25.85	17	\$19.58	17	\$20.84	17	\$18.42	17	\$24.05	17	\$24.54	17	\$25.02	17	\$25.02
18	\$26.35	18	\$19.88	18	\$21.19	18	\$18.77	18	\$24.28	18	\$24.77	18	\$25.24	18	\$25.24
								19	\$24.28	19	\$24.77	19	\$25.24	19	\$25.24
								20	\$24.28	20	\$24.77	20	\$25.24	20	\$25.24
								21	\$24.88	21	\$25.33	21	\$25.78	21	\$25.78

Notes:

See Article 11 on Salary

11D - Annual Salary Increase

11E - Longevity following completion of 21st yr (\$400), 26th year (\$800)

Memo on management right to determine 3rd shift differential

(2020-2021 \$0.40hr)

2020-21 Salary Schedule Printout -- UE

1/14/2019

Step	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt	Hourly Rt		
Maintenance # 1	Maintenance # 2	Maintenance # 3--Clerk-		Mechanic	Mechanic--Assistant	Mechanic--Head					
1	\$22.98	1	\$18.97	1	\$15.42	1	\$20.73	1	\$17.59	1	\$23.32
2	\$23.51	2	\$19.47	2	\$16.01	2	\$21.31	2	\$18.05	2	\$23.88
3	\$24.01	3	\$20.01	3	\$16.62	3	\$21.92	3	\$18.53	3	\$24.46
4	\$24.38	4	\$20.52	4	\$17.18	4	\$22.50	4	\$18.98	4	\$25.05
5	\$25.07	5	\$21.08	5	\$17.81	5	\$23.06	5	\$19.45	5	\$25.65
6	\$25.61	6	\$21.59	6	\$18.41	6	\$23.67	6	\$19.45	6	\$26.22
7	\$26.12	7	\$22.11	7	\$19.00	7	\$24.24	7	\$19.70	7	\$26.79
8	\$26.69	8	\$22.61	8	\$19.59	8	\$24.84	8	\$19.70	8	\$27.39
9	\$27.17	9	\$23.14	9	\$20.21	9	\$25.41	9	\$19.70	9	\$27.94
10	\$27.71	10	\$23.69	10	\$20.78	10	\$26.00	10	\$20.19	10	\$28.57
11	\$28.34	11	\$24.20	11	\$21.39	11	\$26.00			11	\$29.10
12	\$28.75	12	\$24.72	12	\$22.01	12	\$26.24			12	\$29.10
13	\$28.75	13	\$24.72	13	\$22.59	13	\$26.24			13	\$29.36
14	\$29.03	14	\$25.00	14	\$23.18	14	\$26.24			14	\$29.36
15	\$29.03	15	\$25.00	15	\$23.18	15	\$26.86			15	\$29.36
16	\$29.03	16	\$25.00	16	\$23.48					16	\$29.92
17	\$29.44	17	\$25.49	17	\$23.48						
				18	\$23.48						
				19	\$24.10						

Appendix B

JOB AND STEP SCHEDULE

- A. Cooks who were hired prior to July 1, 1999 shall be exempted from performing Cashier work. All Cook-Cashiers hired after the effective date of this Agreement are expected to work a combination of Cook and Cashier job functions.
- B. Newly hired employees shall be required to successfully complete the probationary period before becoming eligible to be advanced to the next step on the step schedule.
- C. Effective August 1, 2004 the Dispatcher position shall be a twelve-month position and shall be paid in accordance with the Dispatcher salary schedule. During those times when the Dispatcher drives a school bus, the Dispatcher shall be paid at the Dispatcher's salary step applied to the bus driver pay schedule currently in effect.

Appendix C

AFFECTING BUS DRIVERS

- A. Routes: Drivers shall keep their current routes until vacated by retirement, quit, discharge for just cause. The District reserves the right to change the composition of routes as needed. Vacant routes or new routes shall be posted under the procedures outlined herein in Article 15, Seniority, Vacancies and Transfers. All bus route vacancies which are caused by the filling of such initial route vacancies shall also be filled in accordance with Article 15.
1. If a new route/add-on is posted between July 1st and September 15th, it shall be posted for two (2) days, as opposed to the typical five (5) days, and employees may relinquish their route/add-on and bid on the new work by seniority; provided that the new work will not cause the employee to be scheduled for more than eight (8) hours per day.
- Any new AM/PM route established or vacated after the first four (4) weeks of school shall be offered to the unassigned drivers by seniority, separate from any add-ons. If none of the senior unassigned drivers accepts the AM/PM route, the least senior unassigned driver must perform the work. Any new add-ons or existing add-ons vacated by another driver after the first four (4) weeks of school shall be posted and assigned to the most senior regular route driver bidding on the work, provided the add-on does not conflict with the driver's regular AM/PM route.
- B. Pre-Trip Inspections: Drivers shall receive thirty (30) minutes of pay for daily pre-trip inspections and routine cleaning and fueling. If a route or run requires that a driver uses a second bus or a replacement bus and such bus has not, as certified by the Transportation Supervisor, received a complete pre-trip inspection on that day, such driver shall receive an additional thirty (30) minutes of pay for performing a pre-trip inspection.
- C. Hourly Pay Basis: Bus Drivers shall be paid a trip rate of \$14.89 per hour for the 2018-2019, \$15.29 per hour for the 2019-2020, \$15.70 per hour for the 2020-2021 school year to cover both waiting and driving time for all extra bus trips. All extra bus trips on Sunday shall be paid at a rate of time and one-half (1-1/2) as such. The trip rate shall be increased by the same percentage as the increase to the base rate for each year of the Agreement in which the base rate is increased.
- D. Meetings: Bus drivers shall receive their normal hourly pay (and applicable overtime, if any) for attending meetings required by the Employer.
- E. Bus Use: Midday and noontime route drivers and bus drivers who work any extra runs may take their buses to other locations only by mutual agreement between the driver and the Transportation Supervisor. Such other locations shall be agreed upon at the beginning of the year at the meeting to finalize the driver's route hours.
- F. Assistance to Bus Drivers: Consistent with all applicable state and federal laws, bus drivers shall be included in student IEP conferences where the issue of controlling or modifying a student's behavior or interactions with other students is at issue.
- G. Absences: When a regular route driver is absent from work, the Employer shall assign the replacement driver for that route.

- H. Bus Driver Call-In Pay: If a field trip that was scheduled to begin more than one (1) hour after the completion of the driver's regular route time is cancelled without prior notice to the driver, the driver will be guaranteed a minimum of two (2) hours pay at the field trip rate. Prior notice of trip cancellation may be given to a field trip driver by paper, cell phone or telephone call to a number provided by the driver. Drivers will provide the bus dispatcher with all appropriate contact numbers.
- I. Extended Learning Opportunity ("ELO") after-school routes will be assigned using a continuous single-District trip rotation limited to the assignment of ELO routes.
- J. All bus drivers, including unassigned bus drivers shall receive four and one half hours (4 1/2) route pay unless the Board of Education adopts a resolution in open session declaring a fiscal crisis.
- K. Bus drivers shall be allowed to park buses at areas other than the schools during a layover only with mutual agreement between the driver and the Transportation Supervisor.
- L. The Board agrees to maintain a refrigerator, a coffee pot, a microwave oven, and a toaster oven with an appropriate horizontal surface in the bus garage.
- M. If a video is taken from a bus to investigate alleged or suspected driver misconduct, the driver will be notified that the video has been taken for purposes of investigation of alleged/suspected misconduct, unless legal authorities have directed otherwise.

APPENDIX D
BUS DRIVER FIELD TRIP ROTATION

- A. The Employer shall require its staff to submit a bus field trip request not less than two (2) weeks prior to the date of the trip.
- B. As used in this Appendix D, “Field Trips” are defined as any extra-curricular and co-curricular (such as athletic, band trip or trip for any other student organization).
- C. Subcontracting of a field trip may only occur if the field trip transportation costs are paid by a source other than the Board and if the Board and UE local Executive Board mutually agree that subcontracting may occur. The first attempt will be route driver field trip rotation list; then second will be substitute bus drivers, or until all other measures have been exhausted.
- D. Trip Assignments shall be accomplished by offering field trips to bus drivers utilizing one rotation list.
- E. All bus drivers will be included on the field trip rotation list unless they give written notification to the Transportation Supervisor two weeks following the beginning of the school year or initial employment date.
 - 1. The single list rotation system shall be governed by seniority, shall not run continuously from year to year, but shall start over at the beginning of each new school year.
 - a. The seniority list for field trips shall start with the most senior driver and will proceed completely through the list until all drivers on the list have been assigned a trip.
 - b. Only those route drivers that are employees of the Board shall be assigned field trips. When all route drivers have refused the field trip(s) then substitute drivers will be utilized.
 - c. To be eligible for any assigned field trip, the driver must work their regularly scheduled a.m. and p.m. shift assignment prior to the start of the p.m. field trip. When using a personal day, a driver is only eligible for a field trip that begins after their assigned p.m. route time. For a Saturday or Sunday trip, the driver must work their Friday p.m. shift.
 - d. New trips will be assigned as follows: First week of July, August (starting Convocation day) and September trips will be assigned; first week of August, October trips will be assigned; first week of September, November trips will be assigned; first week of October, December trips will be assigned, etc., through the last school day. Separate rotation list shall be used for trips during summer breaks.
 - 2. Runs between the traditional a.m. and p.m. routes that need coverage due to absence of the regular route driver and trips of less than two (2) hours between the traditional a.m. and p.m. routes or other mid-day runs in the same time period of two hours or less that arise for other reasons (collectively “mid-days”) shall be handled by a separate rotation

list and shall not be counted as a field trip. Open mid-days shall be assigned by seniority rotation to those employees who sign the mid-day weekly election sheet indicating availability for a mid-day the following week. Employees must sign the mid-day weekly Election sheet by noon on Monday for the following week to be eligible for available mid-days. If a driver accepts and then turns back in a mid-day, he/she is not eligible for a different mid-day on the day of the turned in trip. In cases where the route driver is absent for a full day, the bus driver assigned will have the mid-day responsibility. Exceptions to this provision are addressed in Appendix D, Section E. 6 and 7 and urgent, unscheduled mid-day runs that require an immediate response.

3. Drivers who accept a field trip after any route shall be paid at the field trip hourly rate with a minimum of up to two (2) hours pay provided that such pay does not overlap contracted route pay.
 - a. The bus driver who loses any portion of an a.m. or p.m. route by accepting an assigned field trip will be paid at his or her regular driving rate for those hours of the field trip that conflict with the regular route time, and then will be paid the field trip hourly rate for the remaining hours of the field trip.
 - b. After arriving for the field trip, if the decision is made to reduce the number of buses that have been assigned, the most senior driver(s) shall have the option of keeping their trip or returning to the Transportation Center and receiving the two (2) hour minimum pay.
 - c. If a trip event or activity is cancelled or postponed before it is completed, the rescheduled trip, if any, will be assigned to the original driver.
4. Any driver who is assigned a field trip has until 2:30 p.m. two (2) working days prior to the departure date to turn that trip back in to the Dispatcher (example: A Wednesday field trip needs to be turned in by 2:30 on the preceding Friday). Any driver that turns in two (2) trips with less than two (2) working days prior notice will be bypassed for the next two (2) turns on the rotation list, except where such cancellation is due to illness or other verifiable emergency. After four (4) such turn-ins, that driver will be removed from the rotation list until the next sign-up period.
5. Trips (all new and turn-ins) will be assigned as follows by the Dispatcher, with the exception of summer break. The sequence of all new field trips for any specific workweek shall be offered in order of the departure time of the trip. The Transportation Dispatcher shall post all such trips each Friday for the following week. The posting (in a readily accessible area) shall include the driver's name, the date of departure for the trip, group, date assigned, and column for turn-in date and driver's initials. Trips that are turned in by a driver will be reassigned as the next trip out to the next driver in the single list rotation.
 - a. When drivers are assigned and accept trips that result in relinquishing their route for a day or period thereof, the route may be covered by an unassigned driver, substitute driver, or by doubling up routes (safely) for coverage. If there are no such options available to cover the route, the driver assigned the trip would not be eligible and would run their daily route and the field trip will be canceled.

- b. Assigned trips turned in by the drivers to the Dispatcher shall be time/date stamped and initialed by the driver on the day the trip sheet is placed in the trip turn-in box or given to the Dispatcher.
 - c. There shall be no trading of trips. In the event that a driver is unable to take a trip that he/she had previously been assigned, the trip shall be offered to the next driver on the rotation list.
 - d. Tournament field trips will be scheduled as a single current trip. With each win by the team, an additional field trip will be scheduled for the tournament.
 - e. In the event that, in the regular rotation, a driver would be offered the identical trip that he/she has already accepted (i.e. multiple bus trip), that driver shall not be skipped, but shall be offered the next available trip.
6. In cases where disabled students or students with a special IEP require bus transportation for field trips, the Transportation Supervisor may assign a bus driver who is experienced and has received specialized training in assisting such students without utilizing the field trip rotation list described herein. In such cases, the driver shall be charged for one (1) trip under the provisions described.
7. Trips involving more than 9 students shall be accomplished by using regular route drivers or substitute drivers under the provisions described herein except in cases where such requirement is precluded by law or an IEP.
8. Special trip rotation for summer breaks – Six (6) weeks prior to the beginning of summer break, the Transportation Supervisor shall notify all drivers in writing that he is seeking drivers who are willing to run field trips during the breaks. Drivers who wish to drive the field trips shall notify the Transportation Supervisor in writing one month prior to the beginning of the break period that they will be available. The drivers who so notify the Transportation Supervisor shall be placed on the special trip rotation list. The list shall be arranged in seniority order for the summer break.

Appendix E

AFFECTING FOOD SERVICE EMPLOYEES

- (1) Catering Rate: The hourly rate for food service employees for work performed during banquet functions shall be \$16.32 per hour for 2018-2019, \$16.75 per hour for 2019-2020, \$17.19 per hour for 2020-2021 plus any applicable overtime premiums. The catering rate shall be increased by the same percentage as the increase to the base rate for each year of the Agreement in which the base rate is increased.
 - (a) Catering performed during the summer when school is not in session and during the school year for catering work performed outside the regular work schedule of the person to whom the catering work is assigned. If student food service is made available during the summer months, the catering rate will not be applicable to student food service.
- (2) Loading and Lifting Assistance: The employer recognizes that food service employees may need routine assistance in the loading and unloading of truck and/or in the placement and storage of necessary materials and food supplies and shall take reasonable action to assure that such assistance is available.
- (3) Satellite Kitchen Servers: The Board shall take reasonable action to assure that a 2nd server is regularly scheduled to assist cooks in serving meals at so-called satellite schools.

APPENDIX F

ATTENDANCE FOR EMPLOYEE DEPENDENTS

- A. Employees who live out of the Delaware City Schools District have the right to have their child/children attend the Delaware City Schools K-12 educational program tuition free. The Board is not obligated to provide transportation to the employee's child/children

- B. Employees who reside outside the School District will be permitted to apply for pre-school services, provided that no consideration shall be required until all District resident applications have been addressed. Applications for pre-school services will be kept on file.

APPENDIX G

MISCELLANEOUS

1. Second shift custodians shall be permitted to leave their respective buildings to attend the monthly UE membership meetings; provided that, the custodian makes up all lost time by staying beyond the end of his/her normal shift for that period of time equal to the time he/she was not working due to attendance at the UE meeting.
2. For special events, bargaining unit members in the classifications of work needed will be offered the opportunity to work in seniority order. If an insufficient number of employees in the classifications of work needed accept the work, it will be offered to other qualified bargaining unit members in seniority order. No employee may take extra work for a special event that conflicts with his/her regular work. Employees who work outside of their classification for special events will be paid their regular rate (their regular classification) for such work.

SECTION 5705.412 CERTIFICATE OF
ADEQUATE REVENUES
OAC SECTION 3301-92-05

Negotiated Collective Bargaining Agreement Between the Board of Education, Delaware City School District and the UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA (UE) for the period from July 1, 2018 through June 30, 2021

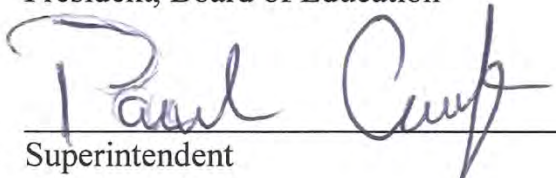
The undersigned, Treasurer, Superintendent, and President of the Board of Education of the Delaware City School District, located in Delaware County, hereby certify in connection with the contract referenced above (the "Contract") that:

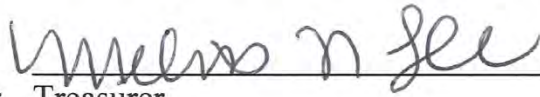
The school district has in effect for the term of the Contract, the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the district, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel and programs for all of the days set forth in the adopted school calendar for the current fiscal year and for those school days in the succeeding fiscal year which are or will be scheduled to take place during the term of the Contract.

IN WITNESS WHEREOF, we have hereunto set our hands this 18th day of June 2018.

DELAWARE CITY SCHOOL DISTRICT
DELAWARE COUNTY, OHIO

By: 
Title: President, Board of Education

By: 
Title: Superintendent

By: 
Title: Treasurer