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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WAUSEON EXEMPTED VILLAGE SCHOOLS

AND

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,
AFSCME LOCAL 4/AFL-CIO and its LOCAL #533**

JULY 1, 2018 - JUNE 30, 2021

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ARTICLE 1 – RECOGNITION

The Wauseon Exempted Village Schools (the "Board ") recognizes the Ohio Association of Public School Employees, AFSCME Local 4/AFL-CIO, and its Local #533 (the "Union") as the exclusive representative of all full-time and regular part-time bus drivers.

The bargaining unit excludes all other employees of the School District.

ARTICLE 2 - NEGOTIATION PROCEDURES

1. Scope of Negotiations

The scope of bargaining between the Board and the Union shall be as established by Section 4117.08 of the Ohio Revised Code.

It is not the intent of either party that inclusion of the above paragraph either establishes or implies any modification to the lawfully provided scope of bargaining with regard to whether or not any particular subject of bargaining is mandatory, permissive or prohibited.

2. Joint Negotiation Committee

A reasonable number of representatives or designees of the Board, the Superintendent or his designated representative, and a reasonable number of representative named by the organization recognized as the Exclusive Representative of the classified employees shall comprise a joint committee for the purpose of negotiating and seeking agreement relative to policy recommendations. All negotiations shall be conducted in executive session and exclusively between said representatives or designees.

3. Good Faith Bargaining

Good Faith Bargaining shall mean the obligation on all parties to deal openly and fairly on all matters being recognized in a sincere effort to reach a mutual understanding and agreement on such matter, but such obligations does not compel either party to agree to a proposal or require the making of a concession.

4. Days

Days shall mean calendar days.

5. Meetings

At least sixty (60) and no more than ninety (90) days prior to the expiration date of the negotiated Agreement between the Board and the Exclusive Representative, either party may notify the other of a desire to commence bargaining. Within fifteen (15) days of such notice, the parties will meet for the purpose of establishing an agenda for bargaining and to discuss administrative details. Subsequent meetings shall be held at times and places mutually agreed to by the Board and the Exclusive Representative.

6. Agreement

When an agreement is reached, it shall be reduced to writing by the Joint Negotiation Committee and be submitted to the Exclusive Representative. When approved by the membership of the Exclusive Representative, it shall be submitted to the Board of Education. Thereupon, after Board approval, the agreement shall constitute the total contract between the parties.

7. Impasse

This section provides a mutually agreed to dispute settlement procedure which supersedes the procedures contained in Ohio Revised Code Section 4117.14. In the event the members of the Joint Negotiation Committee are unable to reach agreement, either party may declare an impasse. Upon such declaration, the parties shall jointly request the services of the Federal Mediation and Conciliation Service, or other mutually agreeable mediation service if Federal Mediation and Conciliation Service is not available to the parties. In the event the members of the Joint Negotiation Committee are unable to reach agreement after mediation efforts have been exhausted, the mutually agreed to dispute settlement procedures set forth herein shall be deemed exhausted and the Exclusive Representative shall have the right to proceed in accordance with Section 4117.14(D) (2) and Section 4117.18(C) of the Ohio Revised Code, such right being modified by the future changes, if any, to the Ohio Revised Code.

ARTICLE 3 - NON-DISCRIMINATION

The Board and the Union recognize the right of all employees and all applicants for employment to be free to join and as well as not to join the Union and to participate in lawful concerted union activities. Therefore, the Board and the Union agree that there shall be no discrimination, interferences, restraint, coercion, or reprisal in employment or against any applicant for employment because of Union membership or non-membership, or because of any lawful pursuit of the rights guaranteed in Chapter 4117.

All references to employees in the Agreement designate both sexes and whenever the male pronoun is used herein it shall include male and female employees.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes that the Board is the duly elected body charged by law with the authority and responsibility to establish the educational and other policies of the Wauseon Exempted Village School District, and is further charged by law with the sole authority and responsibility to establish the rules and regulations by which the School District shall be governed. Accordingly, subject only to the limitations specifically set forth in this agreement, the Union recognizes that the Board retains the sole and exclusive responsibility and authority with respect to the management, supervision and control of the Wauseon Exempted Village School District, including the right to employ, direct, assign, evaluate, terminate, non-renew, promote, demote, layoff and transfer employees; the right to establish and amend from time to time policies, rules and regulations not inconsistent with the provisions of this agreement which are to be applicable to and observed by the employees; the right to determine, in accordance with law, the school calendar, the hours of the school day, the beginning and end of the school day, and to determine all other matters, and exercise all other rights, with respect to the control and administration of the School District which are reposed by law in the Board and in the discretion of the Board.

The Union further recognizes that Section 4117 .08(C), Ohio Revised Code, specifically provides that the Board has the following powers:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Maintain and improve the efficiency and effectiveness of governmental operations;
3. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
4. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
5. Determine the adequacy of the work force;
6. Determine the overall mission of the employer as a unit of government;
7. Effectively manage the work force;
8. Take actions to carry out the mission of the public.

ARTICLE 5 - CONTINUOUS PERFORMANCE PLEDGE

The Union agrees that it will neither cause nor sponsor any strike, slow-down, or other work stoppage during the term of this Agreement. In the event that the Union violates this provision, it shall be subject to appropriate penalties by the Board, provided that any disputes pertaining to employee discipline shall be subject to the grievance procedure. In recognition of this continuous performance pledge, the Board agrees there will be no "lock-out" of members of the Union except if such "lock-out" is a result of the Board's inability to pay which results in the closing of all schools. Any dispute as to whether this provision has been violated shall be subject to the grievance procedure.

Any employee who initiated or participates in a strike or other act prohibited by this Article will be subject to disciplinary action by the Board; provided, however, that the question of such participation shall be subject to the grievance procedure set forth in Article 7.

The Union will make every reasonable effort to prevent or terminate violations of this Article.

ARTICLE 6 - UNION REPRESENTATION

The Union shall represent all employees equally and without discrimination regardless of their membership or non-membership in the Union.

The Board agrees to honor due deduction authorizations executed by the employees in favor of the Union in accordance with provisions of the Ohio Revised Code.

Union dues as certified annually on or before August shall be deducted in twenty-six (26) equal and consecutive bi-weekly installments for all employees regardless of length of work year. The first deduction shall be for local dues and shall be sent directly to the Local Treasurer. (The Local Treasurer shall notify the Board Treasurer, in writing, prior to August of each year the amount of local dues to be deducted from each employee.) The remaining deductions for the year shall be State dues and be sent directly to OAPSE.

Dues deduction authorization may be revoked by an employee between the 22nd day and the 31st day of August each year. Written notice of revocation shall be executed and served upon the School District Treasurer and the Treasurer of the State Union. Dues deduction authorizations not revoked during the above-mentioned period may not thereafter be revocable and shall continue for successive periods for one (1) year.

When the Wauseon Exempt Village Teachers Union bargains Fair Share into their labor contract, Wauseon Exempt Village Drivers Local #533 will automatically institute the same fair share language upon their bargaining unit members who are not dues paying members.

The Union agrees to indemnify and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of implementation and enforcement of this Article.

The Local Union President, or his/her designated representative (including the OAPSE field representative), may be allowed to use school buildings to conduct meetings, provided that such use does not interfere with or interrupt normal school operations, and provided that building use procedures, including the building use contract, are followed. The Board may charge the Union for custodial overtime cost, if any, incurred as a result of Union meetings.

The Local Union President or his/her designated representative, may transact official business pertaining to this bargaining unit on school property on non-work assigned hours, provided that it does not interfere with or interrupt normal school operations or the employee's job duties.

The Union may not use school property, equipment, or supplies in the preparation of or in conjunction with, a work stoppage, work slowdown or strike.

The Union will provide all supplies and shall promptly pay for all long distance calls and any tax attributable to the Union's long distance calls.

The Union will assume financial responsibility for any loss or damage to school equipment which is caused by the Union's use.

The Union may use the regular intra-school mail service. The Union may use designated space on a designated bulletin board (separate from the certificated employee's bulletin board) for Union-related communications and notices.

The Board shall provide to the Union a list of bargaining unit employees on or about September 1 of each year of the agreement.

The Union shall receive one copy of the budget and the annual appropriations, and an agenda for all regular and special Board meetings.

The Union may provide one bulletin board in Transportation department for exclusive use by the Union.

The Board shall authorize up to a maximum of two (2) days of absence without loss of pay per year (July 1 - June 30) for use by the Local Union President or his/her designee and one Union delegate to attend the annual OAPSE State Convention or Conference.

The Board agrees to make deductions from an employee's wage for AFSCME-PEOPLE if the employee authorizes the deduction in writing. The Board shall remit such deductions promptly to the Union.

There shall be established a committee of four (4) members which shall meet at mutually agreed upon times, to discuss problems of mutual concern between the parties hereto and problems which may occur from time to time in the administration of this contract. Two (2) members of the committee shall be appointed by the Administration and two (2) shall be appointed by the Union.

The President of Local #533 may submit suggestions when the school calendar is being considered and prepared for the ensuing school year.

ARTICLE 7 - GRIEVANCE PROCEDURE

A grievance is defined to be any question or controversy between any employee or the Union with the Board involving the interpretation or application of the provisions of this Agreement.

When such problems arise an attempt should be made by the employee, the Union Steward, and the employee's immediate supervisor to settle them informally. A problem which cannot be resolved informally will be processed as a grievance.

OAPSE Local #533 may file a class action grievance on behalf of the Local or classification as a whole.

"Days"-- In this Grievance Procedure, the term "days" shall mean work days.

The grievant shall have the right to Union representation at all steps.

Within the time limit in that step, any grievance not advanced to the next step by the grievant or the Union representative shall be deemed resolved by the administration's last answer.

Any grievance not answered by the administration within the time limit in that step shall be deemed resolved by the relief requested by the grievant or the local Union representative.

Time limits may be extended by the administration and the Local Union official only through mutual agreement and only in writing.

No reprisal of any kind shall be taken by or against any participant in the Grievance Procedure by reason of such participation by either party.

The grievance may be withdrawn at any step of the procedure without prejudice.

All hearings shall be held during the Board's normal business hours.

1. Grievance Forms

- A. Any grievance must be filed on the authorized grievance form agreed to between the parties to this Agreement.
- B. The form shall provide for listing the specific article of the Agreement alleged to have been violated, shall state the specific facts of the alleged violation and shall indicate the relief requested. Failure to cite the specific article of the Agreement allegedly violated shall render the grievance null and void.
- C. The agreed to grievance form shall be made available to any employee requesting such either through his/her supervisor or Union representative.

2. Procedure

A. Informal

Any employee who has a grievance shall discuss it with his/her immediate supervisor in an attempt to resolve the matter informally at that level. However, should such informal processes fail to satisfy the grievant, then a grievance may be processed as follows:

B. Formal

Step One -Within ten (10) work days of the act or condition giving rise to the grievance, the grievant shall present the grievance on the Grievance Form to his/her supervisor who will arrange for a meeting to take place within five (5) days after its receipt, A written disposition is to be given to the grievant within five (5) work days after the meeting.

Step Two -If the action taken at Step One does not resolve the grievance to the satisfaction of the grievant, the case may be reviewed by the OAPSE Local #533 Grievance Committee and grievant.

If the need for further action is determined by the grievant or the OAPSE Local #533 Grievance Committee, it shall be the responsibility of the representative of OAPSE Local #533 or the grievant to submit the proper forms to the Superintendent of Schools within five (5) work days of the receipt of the supervisor's written disposition. The Superintendent shall arrange a meeting with the grievant within five (5) work days after the receipt of the grievance form. If the Superintendent is out of town when the grievance form is received, the meeting shall take place as soon as possible but not later than three (3) work days after the return of the Superintendent. He/she shall send notices of the meeting to the OAPSE Local #533 President and the grievant.

The Superintendent may arrange for other individuals to be present at the meeting. At the conclusion of the meeting, the Superintendent has five (5) work days to present his/her written disposition to the grievant and a copy to the OAPSE Local #533 President.

Step Three -If the Union is not satisfied with the disposition of the grievance by the Superintendent, the grievance shall be referred to mediation (FMCS).

Such mediator shall have no power to alter, add to, or subtract from the provisions of this agreement, and his/her decision shall be made known to the parties. All parties to the grievance may be represented at any hearing conducted by the mediator.

In any mediation proceeding where a question concerning the mediator's jurisdiction over the grievance is raised, the mediator shall make a separate decision on the question of his/her jurisdiction. In his/her decision, the mediator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the mediator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

Step Four - Union is not satisfied with the disposition of the grievance by the mediator, the grievance shall be referred to arbitration (FMCS). Either party may request a list of seven (7) arbitrators, then mutually exclude each arbitrator listed until they are left with only one arbitrator.

Such arbitrator shall have no power to alter, add to, or subtract from the provisions of this agreement, and his/her decision shall be made known to the parties. All parties to the grievance may be represented at any hearing conducted by the arbitrator.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his/her jurisdiction. In his/her decision, the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

The cost for the arbitrator will be the responsibility of the losing party.

ARTICLE 8 - PROBATIONARY PERIOD

The probationary period for all employees shall be one (1) year. After completion of said one (1) year probationary period, employees may be disciplined, suspended or terminated for incompetency, dishonesty, drunkenness, immoral conduct, insubordination, neglect of duty, violation of the written rules and regulations of the employer. If certification of fitness for employment is required by any agency, department or body of government, the failure to attain such certification may be a cause for removal.

If the service of a probationary employee is unsatisfactory, he/she may be reduced or removed from service with the employer at any time during the probationary period and this reduction or removal shall not be subject to the grievance procedure.

This article supersedes Section 3319.081, Revised Code.

ARTICLE 9 - DISCIPLINE, SUSPENSION AND TERMINATION

After completion of the probationary period, this procedure shall apply to discipline, suspension or termination for any of the reasons set forth in Article 8.

Normally, an employee shall receive a verbal warning on the first offense; a written reprimand on the second offense; may be suspended on the third offense and may be suspended or terminated on the fourth offense; provided, however, that the Superintendent may accelerate disciplinary measures to any step if, in his sole opinion, the gravity of the offense warrants such action. Unreasonable and unsatisfactory attendance shall be progressively disciplined per Article 9, after the employee has been advised by his/her supervisor that a problem exists.

Prior to discipline, suspension or termination, the unit member shall be informed in writing of the reason for the disciplinary measure, shall be given an opportunity to respond and shall be given the right to be accompanied to any meeting by a representative of the union. An employee may be relieved of his/her duties with or without pay pending an investigation for a reasonable period of time prior to the meeting where discipline, suspension or termination is decided.

Records of disciplinary action shall be removed from the employee's record after thirty-six (36) months provided no intervening discipline has occurred. A member shall have the right to request that the Superintendent remove any record of disciplinary action in the intervening period.

Termination shall not be subject to the grievance procedure during the probationary period set forth in Article 8.

This article supersedes the provisions of Section 3319.081, R.C.

ARTICLE 10 - JOB DESCRIPTIONS

The Board shall provide a job description to any bargaining unit member, upon request.

ARTICLE 11 - PERSONNEL FILE

The Superintendent or designee will be responsible for maintenance and confidentiality of the personnel records system. The files as maintained by the Superintendent or designee shall be the official file.

Employee records shall be available for public review except for matters which are exempted by law as set forth in Ohio Revised Code Section 149.43(A) (1).

Employees shall have the right to review their file at reasonable times during the normal working day.

An employee may make copies of any item in his/her file.

Information placed in the employee's personnel file of a disciplinary nature shall be provided to the employee prior to placement in his/her file.

Anonymous letters or material shall not be placed in an employee's file, nor shall they be made a matter of record.

Information pertaining to grievances shall not be placed in the employee's personnel file except as may be necessary to implement a grievance award.

ARTICLE 12 - SUB-CONTRACTING

During the term of this agreement, the Board shall not contract-out or sub-contract any bargaining unit work without having first entered into collective bargaining with the Association on said sub-contracting.

In the event the Board has exhausted all means available to them to hire a permanent driver and/or sub-driver, which would lead to canceling a route or combining a route and/or canceling a trip, the Union agrees the Board may explore temporary measures to divert such an action(s). However, this agreement will not relieve the Board from continuing to recruit permanent drivers and/or sub-drivers.

ARTICLE 13 - SENIORITY

System seniority shall be defined as the length of employment of an employee with the Board as a bus driver as computed from the employee's most recent date of hire.

Ties in seniority shall be broken by determining which employee has the most days of substitute work as a bus driver, then, if necessary, by lottery. The Union shall have the right to be present during any such lottery conducted by the Board.

Seniority is broken by resignation, termination for just cause, retirement, or any other separation from employment.

Substitute employees shall not accumulate seniority and are not considered as either regular full-time or part-time employees.

ARTICLE 14 - REDUCTION

No bargaining unit position shall be filled by any person not a member of the bargaining unit while any member of the bargaining unit is laid off pursuant to this article.

In the event it becomes necessary to reduce classified staff due to lack of funds, or lack of work, the following procedure shall govern such layoffs:

1. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire, or otherwise vacate a position.
2. Prior to the Board instituting such reductions in the classified staff, the Board or its designee(s) and the Union or its designee(s) shall meet to discuss the reductions.

In any reduction, the concept of seniority shall prevail.

When it has been determined that a reduction is necessary, temporary or new employees in an initial probationary status shall be laid off first. Additional reductions shall begin with the least senior employee continuing in order of seniority until the reduction is complete.

Fifteen (15) working days prior to the effective date of any layoff, the Board shall prepare and post for inspection, in a conspicuous place, a list containing names, seniority dates and indicate which employees are to be laid off and a copy shall be sent to the Union President.

Each employee to be laid off shall be given a fifteen (15) day advance written notice of the layoff with a statement advising the employee of his/her bumping and reinstatement rights.

Any employee reduced in classification or laid off shall retain recall rights for a period of two (2) years during which time the Board shall not hire any new employee to any classification affected by a reduction until all employees within the classification who were reduced or laid off have been offered an opportunity to be reinstated.

Reinstatement from the recall list shall be to the same or equivalent position as previously held prior to layoff. If reinstated during this period, the employee shall resume all rights related to salary and fringe benefits. Notice of reinstatement shall be made by personal service or by registered or certified mail to the employee and a copy of said notice to the President of the Union. The President will attempt to reach the affected employee.

ARTICLE 15 - HOLIDAYS

The following days shall be recognized as paid holidays for all employees of the bargaining unit:

Labor Day	Thanksgiving Day	Christmas Day	New Year's Day
Martin Luther King Day	President's Day	Good Friday	

Employees shall be excused from duty on applicable holidays without loss of salary or wages. Employees shall receive the equivalent of their regular straight time hourly rate for their normal daily hours of work for such holidays.

If any employee is required to work on a holiday, he will be paid one and one-half (1/2) times his regular hourly rate of pay for all hours worked in addition to his holiday pay.

ARTICLE 16 - LEAVES

1. Sick Leave

Each employee shall be entitled to fifteen (15) days sick leave with pay each year which will be credited at the rate of one and one-fourth (1/4) days per month. The number of sick leave days employees may accumulate shall be two hundred forty-eight (248) beginning with the 2011-12 school year.

Procedure

- A. All employees may use sick leave for absence due to illness, injury, exposure to contagious disease, and illness or death in the employee's immediate family.
- B. Bargaining unit members will be permitted to use sick leave in one-half (1/2) and full day segments.
- D. Employees may transfer sick leave accumulated in other Ohio public employment pursuant to Ohio law.

- D. Immediate family is defined as parent, spouse, child, or anyone living in the same household or, if the family member lives outside the household, up to a maximum of five (5) days.

Additional days of sick leave absence for the illness of a parent living outside the household may be approved by the Superintendent.

- E. In the event of a death in the immediate family as defined below, a maximum of three (3) days charged against sick leave shall be permitted. For this purpose only, immediate family shall be defined as parent, spouse, child, grandparent, grandchild, father and mother-in-law, son and daughter-in-law, brother, sister, aunt, uncle, brother-in-law, sister-in-law, and any person living in the same household.

Upon return to work, the employee shall complete the Kiosk program to verify the use of sick leave. Abuse of sick leave, including falsification, shall be cause for disciplinary action.

- F. Any employee who is ill and has exhausted his/her sick leave shall be advanced five (5) days sick leave which shall be deducted from sick leave subsequently earned. Upon request, employees who exhaust all available sick leave shall be placed on a "sick leave without pay" leave of absence pursuant to Ohio law.
- G. If a Bargaining Unit Member uses more than five (5) consecutive days during the school year, the Board may request a Doctor's note verifying the need to be absent.
- H. In the event of a death of a person other than specified in (E) a maximum of one (1) day deducted from accumulated sick leave shall be permitted to attend the funeral provided prior approval has been given by the Superintendent.

2. Personal Leave

Personal leave not to exceed three (3) days per school year shall be granted to each member. Except in cases of a documented emergency, application for personal leave must be made not less than two (2) working days prior to leave. Except in cases of documented emergency, personal leave shall not be taken, on the day before or after a holiday, or vacation or last three (3) weeks of the school year. It will be up to the discretion of the Transportation Supervisor if no more than one (1) member may be granted personal leave on any given day. Unused personal leave shall not accumulate from year to year, but shall be credited to accumulated sick leave on or before August 1 of each year.

3. Assault Leave

Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to covered employees absent due to physical disability resulting from assault under the following conditions:

Any employee who must be absent from his or her duties due to physical disability resulting from an assault while working or participation in school-related activities, on or off school premises, before, during, or after school hours, provided that such assault is also directly related, attributed to or rising out of the employment by this system of said employee, will be paid his or her full schedule compensation for a maximum period of thirty (30) days.

If permanently disabled, the employee must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave.

Before assault leave can be approved, the employee shall furnish to the Superintendent, a written, signed statement describing the circumstances and events surrounding the assault, and the cause thereof, including the location and time of the assault, name and address of the victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the employee shall also furnish to the Superintendent, a statement of the nature of the disability and its duration which has been signed by a physician licensed in the State of Ohio.

Falsification of either the written, signed statement of the event or circumstances surrounding the assault, or the physician's statement, shall be grounds for suspension or termination of employment. Assault leave which is approved by the Superintendent shall not be charged against sick leave earned by the employee or leave granted under regulations adopted by the Board, pursuant to 3319.08, Ohio Revised Code, or any other leave to which the employee is entitled. Assault leave benefits shall not be paid if Worker's Compensation benefits are paid to the employee.

4. Parental Leave and FMLA

An employee anticipating the birth or adoption of a child may request and shall be granted an unpaid parental leave of absence, provided the following stipulations have been met:

- A. Such request shall be submitted on the designated form to the Superintendent, at least thirty (30) days prior to the beginning date of the requested leave.
- B. A parental leave request shall be accompanied by a statement from the attending physician indicating the anticipated date of birth of the child and the expected date of disability.
- C. The request for adoptive leave shall be accompanied by a statement from the adoptive agency.
- D. Such leaves shall be granted in six-month segments of January 1 through June 30 or July 1 through December 31. The requested duration of such leave shall be for the remainder of the six month segment in which the leave commences and shall not exceed the next six month segment.

The employee may submit a request to the Superintendent for return to service at any time during the leave. Such request shall be in writing and shall be at least ten (10) days in advance of the desired return date.

The Board and all bargaining unit members shall fully comply with all provisions of the Family Medical Leave Act.

The Board shall continue to pay its share of the member's medical insurance premiums for the length of time required under the Family Medical Leave Act.

The member will be responsible for the payment of his/her share of medical insurance premiums. The payment on these premiums will be to the Board Treasurer and will be due on, or before, each regular pay day.

Leave granted under the Family Medical Leave Act will run concurrent with any paid or unpaid leaves provided for in this Master Contract.

A year for the purposes of this article is defined as the 365 day period beginning with the beginning date any previous leave under this article was granted.

5. Jury Duty

Any employee covered by this Agreement who is required to serve on a jury shall, upon submission of proof of jury service, be paid his base rate of pay for the regularly scheduled work days lost while serving on the jury. Such leave shall not be deducted from sick leave. The employees shall remit to the Board all compensation received for such duty.

6. Military Leave

An employee shall be entitled to any military leave provided by Ohio Revised Code Sections 3319.085 and 5923.05 and shall retain all rights and privileges granted by Ohio Revised Code Sections 3319.085 and 5923.05 arising out of the exercise of military leave.

7. Worker's Compensation

If the basis for a Board approved leave of absence is the result of an allowed worker's compensation claim in which the Board was the employer and if permitted by NBEC, the Board shall continue to pay their portion of the hospitalization, dental and life insurance premiums for the employee involved in accordance with other sections of this Agreement for a six (6) month period, provided the employee is not eligible to take retirement including disability retirement through the School Employees Retirement System.

ARTICLE 17 - ALCOHOL AND DRUG USE

Federal law prohibits any alcohol misuse that could affect the performance of driving a commercial motor vehicle. This includes:

- Use on the job;
- Use during the four hours before driving a commercial motor vehicle;
- Having prohibited concentrations of alcohol in the system while driving a commercial motor vehicle;
- Use during eight hours following an accident; and
- Refusal to take a required test.

Federal law prohibits any controlled substance use without a licensed physician's written prescription.

Federal law requires employers to implement certain drug and alcohol testing procedures in accordance with the requirements of 49 C.F.R. Part 382. The law mandates that drivers of commercial motor vehicles, which include school buses, be subject to pre-employment testing, reasonable suspicion testing, random testing, post-accident testing, return to duty and follow-up testing.

Before performing alcohol or controlled substances test under this policy, the district will notify a driver that the alcohol or controlled substances test is required under the policy and federal law.

1. Alcohol concentration. No driver shall report to duty or remain on duty requiring the performance of driving a commercial motor vehicle while having an alcohol blood concentration of 0.02 or greater.
2. Alcohol possession. No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. On-duty use. No driver shall use alcohol while driving a commercial motor vehicle.
4. Pre-duty use. No driver shall drive a commercial motor vehicle within four hours after using alcohol.
5. Use following accident. No driver required to take a post-accident alcohol test under this policy shall use alcohol for eight hours following an accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
6. Controlled substance use. No driver shall report for duty or remain on duty requiring the performance of driving a commercial motor vehicle when the driver uses any controlled substances, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.

A commercial motor vehicle driver may be required by the Board to inform the Board of any therapeutic drug use.

7. Controlled substance testing. No driver shall report for duty, remain on duty or drive a commercial motor vehicle, if the driver tests positive for controlled substances.
8. Refusal to submit to required alcohol or controlled substances test. No driver may refuse to submit to a required alcohol or controlled substance test. A driver refusing to undergo such tests will not be permitted to operate a commercial vehicle and will be treated as having failed the prescribed alcohol or drug test.
9. Post-accident testing. As soon as practical after an accident involving a commercial motor vehicle, a driver must be tested for alcohol and controlled substances. An accident is defined as one which involves the loss of human life or the driver receives a citation under state or local law for a moving traffic violation arising from the accident.
10. Random testing. At a minimum, 25% of the average number of driving positions in the District will undergo annual alcohol/drug testing. The minimum annual percentage rate for random controlled substance testing is 50% of the average number of driving positions.
11. Reasonable suspicion testing. Drivers are required to submit to testing based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver." Reasonable suspicion testing is authorized by the regulations during, just preceding, or after a period of the work day the driver is required to be drug or alcohol free. The required observation for reasonable suspicion testing will be made by a management employer who is trained in accordance with the requirements of the Federal Regulations.

12. Return to duty testing. After a driver fails to pass an alcohol or controlled substance test, the driver will be required to undergo and pass another test before the driver is permitted to operate a commercial motor vehicle.
13. Follow-up testing. Drivers who are reinstated after problems associated with alcohol misuse and/or use of controlled substances shall be subject to unannounced follow-up testing as directed by a substance abuse professional.
14. Alcohol. Following a determination that the employee has violated the alcohol prohibitions, including having a test result of 0.04 BAC or greater, the driver may be disciplined, up to and including termination from employment.

In addition, an employee with an alcohol concentration of 0.02 or greater, but less than 0.04, will not be permitted to drive a commercial motor vehicle for a minimum of 24 hours.
15. Drugs. Following a determination that an employee has misused controlled substances, as determined through testing, this policy requires that a driver may be disciplined, up to/and including termination from employment.
16. Payment - A member who is required to undergo testing pursuant to this article shall receive one (1) hour pay for his/her time spent.

ARTICLE 18 - SAFETY/ACCIDENT INJURY

Any member observing an unsafe act or an unsafe condition shall immediately report said act or condition to the Transportation Supervisor.

A member is required to file a school bus accident report for any accident or occurrence involving a board owned vehicle whether on or off school premises within seventy-two (72) hours or on the employee's next working day whichever is first following the occurrence of the accident.

The report is required no matter how slight the injury or how little the property damage. Said report shall be in writing on the appropriate board form and shall be delivered to the member's supervisor within the prescribed time.

ARTICLE 19 - MEDICAL EXAMINATION/REIMBURSEMENTS

At the request of the Superintendent for just cause and at the Board's expense, a member may be required to undergo a physical and/or psychological examination to determine his/her fitness to perform his/her duties. Said examination shall be by a physician or other qualified professional person of the Board's choosing. This would be in addition to the annual physical required to maintain his/her licensing as a bus driver.

The Board shall pay the cost for any members:

1. Driver's license (CDL) and any renewal.
2. Driving record abstract.
3. Criminal record check (FBI and BCI).

ARTICLE 20 - ROUTE ASSIGNMENT

All transportation department employees shall receive, prior to the last student school day, a notice indicating the date, time and place for the annual route bid.

Routes containing the bus number, rural area, designated town stops, and the total number of hours shall be posted in the transportation office for the review by all drivers no later than three (3) work days prior to the annual bid date.

The annual route bidding shall commence at **9:00** a.m. at the designated building where the routes for bid can be viewed by all regular drivers.

For bid eligibility a driver must have passed his/her annual physical prior to the routes being posted as indicated in "2" of this section during each year of this agreement.

Drivers will bid in order of his/her job classification seniority and be allowed no more than ten (10) minutes to exercise his/her selection. If a driver does not make his/her selection in the allotted time, he/she shall then be allowed to bid on the remaining routes after all the drivers have had an initial opportunity to bid.

A driver who cannot be present may cause his/her bid to be exercised by the Local President or the President's designee. All proxies must be in writing, dated and signed by the driver. An eligible driver who is absent during the bidding process shall be assigned to a route by the union and shall not have the right to redress action in the bidding process against the union or Board.

The Local President and/or his/her designee(s) and the OAPSE representative are invited to meet during the summer with transportation department representatives to review the route development progress and to make suggestions, which may assist in making route identification more efficient.

If a permanent vacancy occurs prior to January 1 of the school year due to termination of employment, retirement or for any other reason, the Board "shall fill said vacancy for the balance of the school year with a permanent replacement.

A permanent vacancy shall be posted for not less than five (5) working days prior to Christmas break. The transportation supervisor along with the Association President will hold a mass bid prior to January 1.

After January 1, the Board may fill said vacancy with a permanent replacement or if the Board has exhausted all efforts to fill the vacancy with a permanent replacement and the route is still vacant the Board may use a substitute.

Extra routes start at the top of the seniority list whenever a new route becomes available during the school year and at the beginning of the school year.

Each member shall be required to follow the rules and regulations established by the Division of Transportation, Ohio Department of Education and the Board of Education.

The transportation supervisor shall establish the times for regular routes including pre-trip inspections on or before October 15 of each school year. Thereafter, each member shall be paid based upon that established time unless otherwise approved by the transportation supervisor in writing.

1. Route Time Adjustments:

- A. If after the initial annual route bid, a driver's route requires more than the time assigned, but less than thirty (30) minutes, as verified by the Transportation Supervisor, pay and benefits will be adjusted to reflect the increase.
- B. If, after the initial annual route bid, a driver's route increases by more than thirty (30) minutes, then the route shall be posted for re-bidding by existing drivers based on seniority and in accordance with the provisions of this Agreement.
- C. If, after the initial annual route bid, the Transportation Supervisor reduces a driver's route by less than thirty (30) minutes, the driver shall receive reduced compensation amounts and benefit levels.
- D. If, after the initial annual route bid, the Transportation Supervisor reduces a driver's route by more than thirty (30) minutes, the employer shall have the option of continuing the amount of compensation and benefit levels or require the driver to bump a less senior driver. The driver may continue to with the route with a reduction in pay and benefits. The driver that was bumped shall have the right to bump a less senior driver and bumping shall occur until all available routes are filled.

ARTICLE 21 - EXTRA TRIPS

Trips involve the transportation of students other than on an AM/PM segment, Kindergarten or Shuttle.

The Union president shall appoint the Designation Association Representative (DAR). The term of commitment shall be from the beginning of each school year until the end of the summer break.

1. Assignment of Trips

- A. Upon submission to the Transportation Department, the Transportation Supervisor will date and stamp each trip.
- B. On Monday of each week, no later than 8:30 a.m. the Designated Association Representative will receive from the Transportation Supervisor all current trips. The Designated Association Representative will categorize and number all trips and post-bidding sheet for review.

Should Monday be a day of no school, the Transportation Supervisor will deliver the trips to the Designated Association Representative on the next workday.

2. Trip Eligibility

- A. Any member wanting to be eligible for extra trips shall place his/her name on the "extra trip" list at annual route bidding.
- B. A member is not eligible for an extra trip if:
 - It interferes with his/her route, with the exception of overnight trips
 - All substitute resources have been exhausted to fill in for the regular driver's route.
 - The trip results in overtime payment (unless otherwise assigned by the Transportation Supervisor)

- C. If an extra trip is not signed for by a member, it may be assigned to a substitute. If no one wants the trip, it will be assigned to the least senior member.

The Designated Association Representative will conduct the bidding for eligible trips every Wednesday after the completion of the AM routes, but no later than 8:30 AM, or immediately following a two-hour delay.

When school is cancelled or not in session during the regular academic year, Regular Extra Trips will be bid on the first Wednesday after school resumes.

Overnight, Summer and Emergency trips are not defined in accordance with this provision as “Regular Extra Trips.” All trips departing before the next regular bid will be treated as an Emergency Trip. Emergency Trips shall be assigned on an on-call basis.

Overnight Trips shall be assigned based on an on-call basis.

Trips received after the last scheduled bid day will be handled by the Summer Rotation List.

Eligible Trips not bid on Wednesday will be returned to the Transportation Supervisor.

A driver unable to make the Wednesday bid meeting due to:

- A. A daily route that runs later than bid time
- B. A previously-scheduled field trip
- C. Additional outside employment (proof of employment will be requested)
- D. Drivers on any type of approved paid leave of absence

Driver will notify the Designated Association Representative in writing. In that instance, the driver may submit an Absentee Bid Form with his/her choices in order of preference to the Designated Association Representative. A driver who upon occasion runs late on his/her regular route due to an emergency will be contacted by radio/phone to bid.

The Designated Association Representative will assign drivers and submit completed paperwork to the Transportation Supervisor following the bid meeting.

The acceptance or denial of trips shall be recorded on the appropriate chart.

The union agrees that no grievance can be filed by any bus driver directly or indirectly involved or affected by the trip bidding procedure.

Drivers are guaranteed a minimum of 1.5 hours for each field trip.

If a trip is cancelled after being assigned, the driver of said trip can select a comparable replacement trip. If the trip is rescheduled for a later date, the assigned member has the option to drive the trip on the rescheduled date. If a scheduling conflict keeps the member from driving on the rescheduled date, the member can exchange said trip for a comparable trip. Exchanges must be made within three (3) regular school year bids after the cancellation date. In order for a driver to be eligible to drive a cancelled and rescheduled trip at a later date, the driver must provide the Transportation Supervisor the appropriate “Trip Slip.” Any member showing up on the premises for an extra trip, which has been cancelled after their arrival, shall be compensated one minimum trip (1½ hrs.) “show up” pay at the appropriate rate.

However, if the Driver is required to remain in the capacity of a School District Employee, they will be paid at the regular trip rate for the entire time they are a representative of the District.

In order to receive show up pay at the appropriate rate, the driver must provide the "Trip Slip" to the Transportation Supervisor.

3. Trip Categories

- A. Regular trips scheduled between AM and PM routes or following PM routes.
- B. Overnight trips involve a driver staying overnight
- C. Emergency trips are scheduled for departure before the next regular bid
- D. Summer routes
- E. Summer field trips

4. Returning Assigned Trips

A trip returned by a driver after acceptance will be turned back in to the Designated Association Representative. It is not permissible to turn in an already bid upon and accepted trip in lieu of taking another trip scheduled at the same time with the exception of Overnight trips as set forth in item 6.

5. Absent the day Before a Saturday or Holiday Trip

Drivers who are absent all or any portion of a Friday must notify the Transportation Supervisor prior to 12:00 noon of his/her intent to drive his/her scheduled Saturday or Holiday trip. Failure to notify by 12:00 noon will result in the trip being reassigned.

6. Trading Assigned Trips

Extra trips may be traded with written consent of the Transportation Supervisor prior to the trip being made. The consent of the Transportation Supervisor will be based on whether or not the trade is for a valid reason such as a medical appointment, a spouse or child's activity that you would like to attend or other significant family event. An invalid reason would be knowingly scheduling another social appointment or bidding on a trip that you are unable to take in hopes of trading it for a more attractive trip.

Trips must be traded trip for trip in hand (within each category) until three (3) days prior to the event. No driver will be allowed to choose a trip during the other's turn at bid. Exceptions will be made for emergencies. Any driver has 24 hours to trade a regular trip in order to take an overnight trip.

7. Summer Routes and Trips

Summer routes and trips begin on the first day after Wauseon School District's academic year and the last day before Wauseon School District Academic year begins. The Designated Association Representative will post a sign-up sheet for ten (10) consecutive workdays on or about May 15th of each year for those drivers interested in summer routes or trips.

All summer routes received prior to Wauseon School District's last day of school shall be bid on at the last driver's meeting of the school year.

All summer extra trips received prior to Wauseon School District's last day of school shall be bid on at the last regular Wednesday bid meeting of the school year.

Rotation charts will be established and trips awarded using the same procedures as outlined.

8. Emergency Trips

The Designated Association Representative (DAR) shall utilize his/her own personal cell phone for the DAR business. In return, the compensation as DAR will reflect a \$250.00 increase to offset the cost of using his/her personal phone. If the Designated Association Representative is unsuccessful in his/her attempt to contact a driver either in person; bus phone, or personal home, the driver is regarded to have declined the trip. Each driver shall be given 15 minutes to respond either in person or by phone, failure to respond will result in rotation progressing to the next driver. The DAR shall not be required to call more than 2 phone numbers per employee. It is the employees' responsibility to update the DAR's phone records to receive the call. Inappropriate use of the telephone for non-school business may result in discipline under Article 9.

9. Rotation

Extra trips shall be assigned by seniority rotation from the extra trip list. Any member turning down an extra trip shall be skipped in the rotation until his/her name comes around again. All extra trips utilizing a school district owned school bus shall be offered to the bargaining unit prior to allowing teachers, supervisors, substitutes, etc. School district owned vans shall be driven by bargaining unit bus drivers when group size permits. All van requests shall go through the DAR for review.

10. Compensation

Pay for actual time engaged in the service of the Board shall be the negotiated amount per the Wage Schedule. There shall be no payment for sleeping time on an overnight trip.

The Designated Association Representative (DAR) shall receive a base lump sum payment of \$2,200.00 in return for services provided. This payment will be made in the first payroll check in August. Up to two (2) Drivers may be designated as a DAR, should two (2) Drivers be used, the above mentioned payment will be split between the two Drivers.

The Board will provide a petty cash account for miscellaneous expenses, such as fuel, tolls and other fees.

An employee who commences work prior to school being delayed shall time slip all work performed.

On Board Instructor will receive pay at a rate equal to Step 2 on the wage schedule.

ARTICLE 22 - 3317.01 DAYS

Any days required to be made up beyond those days set forth in Section 3317.01, Revised Code, for which a member has been paid shall be worked by said member without additional compensation.

ARTICLE 23 - INSURANCES

1. Health Insurance

Bargaining unit members and their dependents selecting insurance will either be covered under a managed care health insurance plan offered by the Board. (Access Plus). Bargaining unit members selecting Access Plus will pay 10% of the monthly insurance premium.

Bargaining Unit members selecting the High Deductible Health Plan with the Health Saving Account will pay 10% of the monthly insurance premium for a family plan and 7% of the monthly premium for a single plan.

The Board will also match up to \$1,200.00 annually for family and \$600.00 for single plans to be deposited directly into the bargaining unit members Health Saving Account for the period of this contract starting July 1, 2015.

A bargaining unit member must work a minimum of three (3) hours per day in order to be eligible for insurance. Members working less than five (5) hours per day shall receive a single health insurance plan or the cost of a single plan toward a family plan.

- A. Insurance Incentive - Current enrollees opting out or new employees declining the health insurance plan shall receive \$1,100.00 per year. Employees who opt out may re-enroll in the insurance plan if there is a change in his/her status involving a major life event, i.e. marriage, death, etc.
- B. Eligibility to receive health insurance benefits - A bargaining unit member shall not lose his/her eligibility to receive health insurance benefits under Article 23 of the Collective Bargaining Agreement solely because his/her scheduled hours under Article 20.7 have been administratively reduced below that required by Article 23 in order to receive insurance benefits. An employee who voluntarily bids on two (2) non-qualifying routes shall be subject to a reduction in benefits.

2. Dental Insurance

Bargaining unit members working a minimum of three (3) hours per day and their dependents will receive dental insurance. The plan shall be the NBEC3 plan offered by Northern Buckeye Education Council. All bargaining unit members shall pay 20% of the monthly insurance premium.

3. Life Insurance

At Board expense, each member will receive term life insurance in the amount of \$40,000.00.

4. S.E.R.S. Shelter

The Board of Education shall designate each employee's mandatory contribution to the School Employees Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the

employee's mandatory School Employees Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in the final average salary, provided that no employee's total salary is increased by such "pick up" nor is the Board's total contribution to the School Employees Retirement System of Ohio increased thereby.

In the event that there is a determination that the foregoing adversely affects the qualified status under the Internal Revenue Code of the contributions by the Board of the "pick up" contributions or of the SERS retirement plan, this "pick up" provision shall be null and void.

5. 125 Benefit Plan

All employee insurance costs will be tax sheltered in a 125 Plan to the extent permitted by law.

ARTICLE 24 - RETIREMENT AND SEVERANCE

The severance pay for members of the bargaining unit shall be calculated upon the unused accumulated sick leave to the credit of that employee upon retirement.

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

1. Eligibility - An employee's eligibility for severance pay shall be determined as of the final date of employment. The following items must be met:
 - A. The individual must retire from the school system. Retirement in this instance means disability or service retirement under the School Employees Retirement System of Ohio.
 - B. The individual must be eligible for disability or service retirement as of the last day of employment.
 - C. The individual must substantiate acceptance into the retirement system by having received and shown the first retirement check to the Treasurer for verification of retirement.
 - D. Upon presentation of this evidence, the severance pay check shall be issued with the next regular payroll period.
2. Benefit Calculation - The amount of severance pay check due an employee shall be computed as follows:
 - A. Severance pay shall be computed upon retirement of a bargaining unit member by multiplying 25% times the total days accumulated unused sick leave to a maximum of sixty-two (62) days.
 - B. The product obtained in item A shall be multiplied by the hourly rate of pay (appropriate for that individual's placement on the salary schedule) times the hours worked per day.
 - C. Receipt of the payment for the accrued but unused sick leave as outlined above when an employee retires under the designation of retirement shall eliminate all sick leave credit accrued by the employee.

ARTICLE 25 - PAST PRACTICE

The parties acknowledge that past practice with regard to bargaining unit members shall not govern any future actions of the Board and future actions of the Board shall be governed solely by the terms of this Agreement or applicable law unless specifically superseded by this Agreement. Any memos or addendums that have not been incorporated into the current bargaining agreement shall be null and void upon ratification by both parties.

ARTICLE 26 - COMPLETE AGREEMENT

This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, including any subject or matter which could have been collectively bargained but which was either not discussed in negotiations or which, if discussed, was not included in this Agreement. This article shall not operate to bar negotiations over any subject or matter which the Board and the Union mutually agree to negotiate.

ARTICLE 27 - PROVISIONS CONTRARY TO LAW

If any provisions of this document, excluding Article 8, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with any state or federal law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.

If during the term of this agreement, any provision is determined invalid or inoperable due to its conflict with applicable state or federal law, or valid rule or regulation adopted or repealed by a state or federal agency, the parties agree to meet to negotiate a lawful alternative provision, if possible, under the law relative to the affected provision. Such meeting shall take place within thirty (30) days following a written request by either party.

All provisions of this agreement that are not affected by the conflict shall remain in full force and effect.

ARTICLE 28 - LABOR MANAGEMENT COMMITTEE

The parties mutually agree to an establishment of a Labor Management Committee. The committee shall consist of two (2) representatives from the Board of Education and two (2) representatives from the Union. Parties serving on the committee must be trained in Labor Management Committee proceedings per FMCS. This committee shall meet bi-monthly. Agenda items by both parties shall be submitted 3 working days prior to the meeting. The Board will keep minutes and both parties shall be given opportunity to agree to the minutes at the next scheduled meeting.

Changes in minutes shall be requested and made in a timely manner. Formal grievances may not be discussed. By mutual agreement, the parties may ask the assistance of the Federal Mediator for training.

ARTICLE 29 - BUS DRIVER JACKETS

The Board agrees to purchase jackets for all permanent bus drivers. Winter jackets will be purchased and delivered to each driver by October 1, 2019.

In lieu of the above winter jacket, a driver may request up to \$50.00 during this contract for gloves, hat, boots, etc. To receive reimbursement excluding taxes the driver must turn the receipt(s) in to the Treasurers' office.

ARTICLE 30 - LONGEVITY

Drivers will receive a longevity payment for the before taxes amount listed below during the document year of service. This payment is in addition to any base wage increase.

20 th Year of Service	\$350.00
25 th Year of Service	\$375.00
27 th Year of Service	\$400.00
31 st Year of Service	\$425.00

ARTICLE 31 - EMPLOYMENT OF RETIRED NON-TEACHING STAFF

The terms of employment for a newly employed but previously retired non-teaching staff member shall be as per the contract expect as follows:

- Retirement from the District shall be considered a break in employment.
- Former employees of the District shall be precluded from service credit earned prior to retirement.
- A minimum of three (3) years' service credit shall be given for experience at the District.
- The staff member shall not be eligible for severance.
- The staff member shall receive one (1) year limited contract(s) and shall not be eligible for continuing contracts as provided for in the Section 3319-081 ORC.
- The staff member shall receive the same option for health insurance as other employees as listed in Article 23, Health Insurance.
- The provisions of this article are not grievable under Article 7 of this Agreement or through any action or claim filed with SERB or a court of law.
- Reimbursements shall be provided for licensure or certification renewal, physicals, background checks, and fingerprinting.

ARTICLE 32 - CALAMITY DAY

Employees shall not lose pay for the first five (5) days schools are cancelled each contract year due to a calamity. In the event school is cancelled more than five (5) days, employees will not be docked pay but may be required to make up work days in the event the District schedules student make-up days.

ARTICLE 33 - ATTENDANCE INCENTIVE

An attendance incentive shall be available to employees which may provide the following:

1. An employee who misses two (2) days of work or less in the first semester shall receive payment of three hundred and 00/100 dollars (\$300.00). This payment shall be made on the last payroll in February.
2. An employee who misses two (2) days of work or less in the second semester shall receive payment of three hundred and 00/100 dollars (\$300.00). This payment shall be made on the last payroll in June.

WAGE SCHEDULE

<i>Wage Schedule Per Hour Assigned</i>			
	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
Years	Increase Hourly Rate \$1.50/HR	Increase Hourly Rate \$.10/HR	Increase hourly Rate \$.10/HR
0	\$15.60	\$15.70	\$15.80
1	\$16.66	\$16.76	\$16.86
2	\$17.41	\$17.51	\$17.61
3	\$18.33	\$18.43	\$18.53
4	\$19.23	\$19.33	\$19.43
5	\$21.48	\$21.58	\$21.68
10	\$22.11	\$22.21	\$22.31
15	\$22.83	\$22.93	\$23.03
*20	\$23.29	\$23.39	\$23.49
*25	\$23.74	\$23.84	\$23.94
*Step 20 & 25 only applies to Bev Tanner			
Substitutes & Fieldtrips	\$13.76	\$13.86	\$13.96
On Board Instruction	\$17.41	\$17.51	\$17.61

ME TOO LANGUAGE

In the event the Employer grants base wage increases, defined to include bonuses and lump sum payments for any bargaining unit employees, during the period from July 1, 2019 through June 30, 2021, the bargaining unit employees identified in the current Collective Bargaining Agreement for Local #533 shall be extended those same percentage wage increases. This clause excludes any increase given due to a step increase or a concession or trade for the increase.

EFFECTIVE DATE OF CONTRACT

This Agreement shall be effective when ratified and shall remain in full force and effect from July 1, 2018 until 12:00 midnight, June 30, 2021. If either party desires to modify, or amend this Agreement, it shall give written notice of such intent in accordance with Article 2 herein to the other party not later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

FOR THE BOARD

Sandra L. Briggs
President

Judy C. Brown
Superintendent

[Signature]
Treasurer

Date: 6/4/19

FOR THE UNION

Kenneth Rees
President

Norbert Peake
Negotiator

Salvina Hanson
Negotiator

Union Representative

Date: 6-27-19