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**MASTER AGREEMENT**

**BETWEEN**

**CARDINAL BOARD OF EDUCATION**

**AND**

**LOCAL #616**

**OHIO ASSOCIATION OF PUBLIC**

**SCHOOL EMPLOYEES**

**JULY 1, 2019 – JUNE 30, 2022**

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## **ARTICLE 1: AGREEMENT**

This Master Agreement (“Agreement”) is made and entered into by and between the Cardinal Local School District Board of Education (hereinafter referred to as the "Board") and the Ohio Association of Public School Employees Local #616 affiliated with AFSCME/AFL-CIO (hereinafter called "Union"), for and on behalf of the employees in the bargaining unit set forth in Article 2 of this Agreement.

## **ARTICLE 2: RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining representative for the bargaining unit that consists of all regular full-time and regular part-time employees in the following classifications:

Secretary	Library Aide
Cook	Custodian
Bus Driver	Special Services Paraprofessional
Transportation Aide	Maintenance Assistant
Assistant Bus Mechanic	Classroom Paraprofessional (inactive)
Van Driver	Transportation Coordinator
EMIS Secretary	Office Aide
Assistant Nurse	Cafeteria Monitor
Cashier	Maintenance Helper
Cook Helper	Crossing Guard
School Health Aide	

The Union does not include any of the following classifications of personnel:

Secretary to the Superintendent	Supervisor of Maintenance
Central Office Personnel	Head Mechanic
Treasurer	Cafeteria Supervisor
Assistant to Treasurer	Technology Specialist
Transportation Director	Transportation Supervisor

Additional job classifications will be excluded from the bargaining unit based upon the following definition of management personnel: Employees who have the right to hire, fire, discipline, evaluate, and/or recommend, or participate in such action. For new positions that fall within the bargaining unit, pay rate and classification will be discussed and Union input obtained.

The recognition herein granted shall continue uninterrupted unless and until a new bargaining agent is certified pursuant to the provisions of Chapter 4117 of the Ohio Revised Code.

### **ARTICLE 3: NEGOTIATIONS PROCEDURE**

#### **A. Scope of Negotiations**

The parties will meet for the purpose of arriving at an agreement on proposals concerning all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of the Agreement.

#### **B. Meetings and Procedure**

1. If either party desires to open negotiations for a successor agreement, it shall so notify the other party in writing not sooner than one hundred twenty (120) calendar days, and not later than ninety (90) calendar days prior to the expiration date of this Agreement. Notification in writing from the Union shall be served on the Superintendent, and from the Board shall be served on the Union President. The party giving notice shall also serve a copy of the written notice, together with a copy of this Agreement, on the State Employment Relations Board.
2. Within fifteen (15) workdays after the initial request, the parties shall meet to exchange written proposals. The parties shall meet prior to exchanging their Initial Proposals to determine the number of substantive issues that may be submitted as part of the current negotiations and to establish grounds rules for the negotiations. After the initial submission of proposals, additional items shall not be submitted by either party unless the other party consents thereto. A minimum of each alternate bargaining session will be held during regular business hours of the office of the Superintendent.
3. At the time the initial request for bargaining is made, a meeting place shall be selected, and a timetable set up for future meetings.
4. Either team may call for a caucus at any time during a negotiations meeting. Normally a caucus shall not last more than thirty (30) minutes.
5. Negotiating teams shall be limited to five (5) members or less.
6. Consultants may be used during negotiations if deemed advisable by either party.
7. All negotiating sessions shall be closed to the general public.

**C. Agreement (T.A.)**

1. When a tentative agreement is reached between the parties, the Union shall present the tentative agreement to the membership for ratification or rejection.
2. After the Union ratifies the tentative agreement, the Board will ratify or reject the tentative agreement.
3. After the Union and the Board ratify the tentative agreement, the Union President and the Board President shall sign the Agreement and receive two (2) copies of said agreement.

**D. Dispute Settlement Procedure**

1. The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) calendar days of the onset of the first negotiation session. Either party may submit, at any time after fifty (50) calendar days prior to the expiration date of this Agreement, all unsettled issues in dispute to mediation with the Federal Mediation and Conciliation Service (FMCS).
2. The parties agree that the aforementioned mediation process will constitute their exclusive dispute settlement procedure and shall last a minimum of twenty-one (21) calendar days from the date of assignment of a mediator or until settlement is reached, whichever comes first. The Board acknowledges the Union's right to strike under Section 4117.14(I)(2).
3. It is the intent of both parties that efforts to negotiate may continue during the ten (10) calendar day period of notice prior to strike once that notice is given and takes effect.

**E. Press Release**

The initial release to the press of the provisions of this Agreement will be made jointly by the head negotiators of the Cardinal Board of Education and OAPSE Local 616.

**F. Copies**

The Board shall, upon completion of negotiations and ratification of the respective tentative agreement by the parties, reproduce copies of the Agreement without cost to the Union. The employer shall supply one (1) copy per bargaining unit member plus an additional two (2) copies.

## **ARTICLE 4: RIGHTS OF INDIVIDUALS**

Nothing in this Agreement shall prohibit any bargaining unit member from presenting views or grievances that affect his/her status in the District to the Superintendent in accordance with established procedure. Negotiations, however, shall be conducted according to this Agreement.



## **ARTICLE 5: LABOR / MANAGEMENT COMMITTEE**

It is the intent of the Union and District Administration to work collaboratively in open communication to provide solutions to the concerns and issues brought to the Labor / Management Committee. In an effort to build a positive culture, both groups believe that it is important to promote the following attributes in all staff:

Accountability  
Collaboration  
Honesty  
Integrity  
Open Communication  
Professionalism  
Respect  
Teamwork  
Transparency  
Trust

In an effort to solve problems before they become formal grievances, the Board and the Union shall establish a formal committee consisting of representatives of both the Union and the Board. The function of the Labor/Management Committee shall be to confer on all matters of mutual concern, to keep both parties to this Agreement informed of changes and developments caused by conditions other than those covered by this Agreement, and to confer over potential problems in an effort to keep such matters from becoming major in scope. Both the Union and the Board may have up to five (5) representatives on the Committee.

At least two (2) meetings shall be held per year – one in October and one in March. Additional meetings shall be limited to no more than once per month unless mutually agreed upon. The party requesting a meeting shall submit a list of agenda items five (5) workdays prior to the meeting.

Nothing contained in this provision shall limit either party from maintaining a course of administrative action or the Union from processing a formal grievance.

## **ARTICLE 6: GRIEVANCE PROCEDURE**

### **A. Definitions**

1. Contract Items: A "grievance" is a claim based upon interpretation, meaning or application of this negotiated agreement as it relates to working conditions, salary or hours. A grievance in this category may be processed, if necessary, through Step Four.
2. Personal Complaints: A personal complaint is a claim based upon an event affecting an employee or group of employees. A personal complaint in this category may be processed, if necessary, through Step Three.

3. An "aggrieved person" is the person or persons making the claim.
4. A "party in interest" is the person or persons making the claim or any person who might be required to act or against whom action might be taken in order to resolve the claim.
5. Days as used in this procedure shall be scheduled workdays unless otherwise designated. Workdays shall be scheduled workdays for the grievant.
6. Representative or representatives shall be any member of the bargaining unit chosen by the aggrieved, or any other person chosen by the aggrieved.
7. The "OAPSE Grievance Committee" is a committee appointed by the Union President composed of local members and the state Field Representative. Only grievances approved by this committee may be advanced to Step III in the Grievance Procedure.

**B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may from time to time arise concerning provisions of the Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any step of the procedure.
2. Nothing contained herein shall limit the right of an aggrieved person and a party in interest from discussing the matter informally and to have the grievance resolved without intervention by the Union, provided that the resolution is consistent with the terms of the Agreement and that the Union is given an opportunity to be present at such resolution and to state its views.

**C. Procedure**

Since it is important that grievances be processed as rapidly as possible, the timetable specified at each step should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. Informal Step – If a grievant believes there is a basis for a grievance, the grievant shall first discuss the matter with an immediate supervisor in an effort to resolve the problem informally. Action must be taken within ten (10) days of the incident or within ten (10) days after the employee becomes, or reasonably should have become, aware of the incident. Union members have the right of representation at this and every step of the grievance process.
2. Step I – If the grievance is not resolved within five (5) days of such informal meeting, the aggrieved may present a formal claim to his/her/their immediate supervisor by submitting a completed Grievance Report Form. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the aggrieved

and the aggrieved representative(s), if elected by the aggrieved, in an effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the report form and returning it to the aggrieved and the bargaining agent. If such disposition is not timely filed, the grievance shall go to Step II.

3. Step II – If after receiving an answer at Step I, (or if no decision is rendered), the aggrieved person remains aggrieved the grievance shall be forwarded to the Superintendent for a Step II decision in the matter. Such request must occur within five (5) days following the receipt of the answer at Step I. The Superintendent shall meet with the aggrieved person and a representative chosen by the aggrieved within five (5) days following the receipt of the written grievance. Within ten (10) days of receipt of the written grievance, the Superintendent shall forward a copy of the Step II decision to the grievant. A copy of the Step II decision will be forwarded to the principal or administrator involved at Step I.
4. Step III Grievance Mediation – If after receiving the answer in Step II, the employee remains aggrieved, the employee and/or the Union may request, in writing, to the Superintendent that the matter be submitted to mediation with the Federal Mediation and Conciliation Service (FMCS). This request shall be made within fifteen (15) days from the receipt of the answer given at Step II. The parties will then jointly submit the matter to FMCS. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but not later than thirty (30) calendar days from the filing of the request for mediation. If the mediation process is not successful, or is not initiated, and the employee remains aggrieved, the employee may proceed to Step IV.
5. Step IV Binding Arbitration
  - A. If, after the completion of Step III, or in the event the grievant or Union does not opt to utilize Step III, the grievant remains aggrieved, the Union shall notify the Board, in writing, of its intent to submit the grievance to arbitration. The Union shall submit the notice to the Superintendent within twenty (20) days following the conclusion of Grievance Mediation or the decision in Step II if the grievant or Union opts not to utilize Step III. The arbitrator will be chosen from a list of seven (7) names furnished by the FMCS. All other procedures relative to the hearing with the arbitrator will be in accordance with the rules and regulations of FMCS. The arbitrator's decision will not be appealed to a higher court, by either party, unless the arbitrator's decision oversteps the boundaries of his/her authority.
  - B. The arbitrator will conduct the necessary hearing(s) and issue the decision within the time limit, as agreed to by the Union, the Board, and the arbitrator. Copies of the decision will be sent to the Superintendent and the Union Representative.

- C. The arbitrator will not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the agreement, nor add to, detract from, or modify the language therein, in arriving at a decision in regard to the grievance. The arbitrator will be confined to those issues that have been presented and will have no authority to consider other issues that have not been presented for arbitration.

**D. Rights of the Grievant**

1. A grievant may appear on his/her own behalf or may be represented at any and all steps of the Grievance Procedure by the bargaining agent, or by counsel, or by any other person chosen by the aggrieved, except that the aggrieved may not be represented by an officer or employee of any union other than the recognized bargaining agent.
2. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination or reprisal.
3. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members, it may be initially submitted at Step II described herein.
4. Any grievance may be dealt with by the grievant seeking redress with the immediate supervisor.

## **ARTICLE 7: SENIORITY**

By September 30 of each school year, the Board shall provide the Union with a copy of the current seniority list. Any discrepancies, errors or problems shall be brought to the attention of the Labor/Management Committee. The seniority list shall be organized by classification and indicate the date of hire and date entered into the present classification.

Seniority shall be broken when an employee:

1. quits or resigns;
2. is discharged; or
3. is laid off through a reduction in force for more than two (2) years, and/or fails to report for work when recalled from a reduction in force within fourteen (14) calendar days from the date the Board sends certified notice to the last known address.

In the event of a consolidation or transfer of territory to Cardinal Local School District, the Board shall adhere to the provisions of Ohio Revised Code 3319.181. For the purpose of

establishing seniority relative to transfers, vacations and promotions, the date to establish seniority shall be the date upon which a consolidation or transfer is effective.

## **ARTICLE 8: REDUCTION IN FORCE (RIF)**

- A.** If it becomes necessary for the Board to reduce the number of employees within a job classification due to abolishment of positions, lack of funds or lack of work, the following procedures shall govern such layoff.
- B.** The number of people affected by a RIF will be kept to a minimum, when practical, by either not replacing those individuals who resign, retire, or otherwise vacate a position, or replacing them with existing members of the Union instead of hiring new employees and not replacing the employee who transfers into the original vacant position. The Union shall be notified in advance at least ten (10) workdays before the Board makes the posting required by Paragraph E below in order that its representatives may meet and discuss with the Superintendent the reasons for the layoff.
- C.** Whenever it becomes necessary to lay off employees for the reasons stated above, affected employees shall be laid off according to the following order:
  - 1. Retired/Rehired employees
  - 2. Probationary contract employees
  - 3. First one-year limited contract employees
  - 4. Second one-year limited contract employees

The preceding individuals will be laid off before any continuing contract employees. Employees must meet the necessary qualifications when bumping into another position. Lateral or lower moves within the classification groupings shall be determined by classification seniority and then system-wide seniority. Employees may not bump a person with more years of service. When bumping, an employee also has the ability to return to a position previously held within the last four (4) years. System-wide seniority shall be defined as the uninterrupted length of continuous service with the Board.

Classification seniority in a particular job classification shall be computed from the latest date of hire or appointment to the employee's present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In case of identical seniority, the following order shall be used:

- 1. original Board hire date
- 2. letter of intent
- 3. start/effective date (excluding training)
- 4. date of receipt of application

5. years of service in School Employment Retirement System (SERS)

**D.** The following classifications and classification groupings shall be used for the purpose of defining classification seniority in the event of a layoff:

**Secretarial**

Level 3:

- HS Head/Principal's Secretary
- HS Attendance Secretary
- MS Head/Principal's Secretary
- CIS Head/Principal's Secretary
- JES Head/Principal's Secretary
- District Special Education Secretary

Level 2:

- HS Secretary/Cashier
- MS Secretary/Cashier
- JES Secretary/Cashier
- EMIS Secretary
- Transportation Secretary
- Maintenance Secretary

Level 1: Office Aide

**Paraprofessionals/Aides**

Level 3: Library Aide

Level 2: Special Services Paraprofessional

Level 1: Classroom Paraprofessional (inactive)

**Transportation**

Level 4:

- Transportation Coordinator
- Assistant Mechanic

Level 3: Bus Driver

Level 2: Van Driver

Level 1:

- Transportation Aide
- Crossing Guard

### **Custodial/Maintenance**

Level 4: Maintenance Assistant

Level 3:

- HS Head Custodian
- MS Head Custodian
- JES Head Custodian

Level 2: CIS Head Custodian

Level 1:

- Assistant Custodian
- Maintenance Helper

### **Cafeteria**

Level 2:

- HS Head Cook
- MS Head Cook
- JES Head Cook

Level 1:

- Cook
- Cook Helper
- Cashier
- Cafeteria Monitor

### **Health Services**

Level 4:

- Assistant Nurse
- School Health Aide

- E.** Fifty (50) calendar days prior to the effective date of a RIF, the Board shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority dates and classifications, and indicate which employees are to be part of the RIF. Each employee to be part of the RIF shall be given advance written notice of the RIF. Each notice of RIF shall state the following: (a) reason for the RIF; (b) the effective date of the RIF; and (c) a statement advising the employee of his/her rights of reinstatement associated with the RIF.
- F.** For the classifications in which the RIF occurs, the Board shall prepare a reinstatement list, and all employees shall be placed on the reinstatement list in the reverse order of the layoff. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.
- G.** Vacancies that occur in the classification of layoff shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may

be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.

- H. The limited contract employee's name, except for the rehire/retire personnel and newly Board-hired probationary personnel, shall remain on the appropriate reinstatement list for a period of two (2) years from the effective date of the RIF. If reinstated from the RIF during this period, such employee shall retain all previous accumulated seniority and the Superintendent will issue a notice of reinstatement by certified mail.

## **ARTICLE 9: UNION DUES AND LOCAL DUES DEDUCTION**

- A. The Board will deduct from the pay of each employee, who so authorizes it to do so, the required amount of fees for the payment of dues of the bargaining unit on a bimonthly basis.
- B. Payroll deductions shall be continuous from contract expiration to contract expiration, unless revoked in writing by the union member during the period specified and in accordance with the procedures stated on the membership application. In order to withdraw membership from the Union, a written and signed notification of withdrawal from the union member must be sent to and received by the OAPSE state office in Columbus, and the Union President. The OAPSE state office shall notify the Board Treasurer in writing of all new members after which the District shall begin dues deductions. Conversely, upon timely receipt of a membership withdrawal by the OAPSE state office, the Board Treasurer shall be notified of the cessation of dues collection. The mailing address of the OAPSE office is 6805 Oakcreek Drive, Columbus, OH 43229.  
  
Dues deduction authorization may not be revoked at any other time or in any other manner except as provided in the OAPSE membership application signed by the employee.
- C. The Board agrees not to honor any membership dues deduction from members of the unit in favor of any other labor organization during the life of the agreement.
- D. All dues shall be deducted bimonthly. All state dues shall be forwarded to the Treasurer of the State Union. Local dues shall be deducted by payroll deduction and forwarded to the Treasurer of Local #616.
- E. The Board shall provide the Treasurer of Local #616 a list of all dues paying members on a monthly basis; a list of new bargaining unit members; a list of bargaining unit members returning from leaves of absence; and a list of employees who terminate employment.
- F. The board agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided by written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any given time by giving written notice to both the employer and the union. The employer agrees to remit any deduction made pursuant to this provision promptly to the union together with an itemized statement showing the name and the amount deducted during the period covered by the remittance. After a minimum of five people sign up for the PEOPLE program, it will



become active for those participants. If the participant level falls below the five-person minimum, the remaining participant(s) will remain active.

- G.** Subject to the above, Local #616 agrees to hold the Board harmless and to defend the Board in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of dues, to indemnify and defend the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding. (The Union shall select a qualified competent attorney.) Such indemnification and defense shall not extend to claims against the Board for discrimination on the basis of race, sex or national origin or because of clerical or other errors by Board employees. For purposes of this Section, the term "Board" includes the Board of Education of the Cardinal Local School District, its members, the Board Treasurer, Superintendent and all members of the administrative staff. Should this indemnification agreement be found invalid or void by any court, the entire Article may be reopened for negotiations by request of either party.

### **ARTICLE 10: COURTESIES**

- A.** The Union, or any committee thereof, may be authorized to use the schools mail/courier service.
- B.** The Union, or any committee thereof, may continue to use the school facilities and equipment, with permission of the principal of a specific school building. Such facilities shall be used for Union business only, and any necessary supplies shall be furnished and paid for by the Union. Right to use such equipment and buildings shall be afforded the Union without cost.
- C.** All members shall have the right to attend union meetings as long as someone covers the building and their work time is made up before or after the meeting.
- D.** Bulletin boards shall be designated for the general use of the Union. Bulletin boards shall, when possible, be located in an area readily accessible to employees.
- E.** Board agendas and minutes will be available electronically.

### **ARTICLE 11: HOLIDAY**

All employees working 260 days per year will be entitled to the following paid holidays:

#### **Federal Holidays**

4th of July  
Martin Luther King Day  
Memorial Day  
Labor Day  
Thanksgiving

Christmas  
New Year's Day  
Presidents' Day

**Work Holidays**

Day after Thanksgiving  
Good Friday

Employees working fewer than 260 days per year will be entitled to the following paid holidays:

**Federal Holidays**

Labor Day (provided the day before and the day after are worked per individual contract)  
Thanksgiving  
Christmas  
New Year's Day  
Martin Luther  
King Day  
Presidents'  
Day Memorial  
Day

**Work Holiday**

Day after Thanksgiving

Holidays that fall on a Saturday will be observed on the preceding Friday. Holidays that fall on a Sunday shall be observed on the Monday to follow.

In the event that an outside organization utilizes school property via a rental on Christmas Eve and/or New Year's Eve, custodial services will be excluded from the rental agreement (i.e., the District will not provide custodial services for the event).

**ARTICLE 12: VACATIONS**

- A. Vacation for twelve (12) month employees shall become effective one (1) year after their hire date. Vacation shall be prorated through the end of that contract year (July 1 - June 30) as follows:

<b>Employment Anniversary Date</b>	<b>Prorated Vacation</b>
July – August	10 days
September	9 days
October	8 days
November	7 days

December	6 days
January	5 days
February	4 days
March	3 days
April	2 days
May – June	1 day

Subsequent years' vacation shall be awarded effective July 1 as follows:

- 1 - 4 years – 2 weeks
- 5 - 6 years – 3 weeks
- 7 years – 3 weeks, 1 day
- 8 years – 3 weeks, 2 days
- 9 years – 3 weeks, 3 days
- 10 - 14 years – 3 weeks, 4 days
- 15 or more years – 4 weeks

**B.** The Board will allow employees to take vacations at the time of their choosing with certain stipulations:

1. There must be at least two (2) weeks' notice.
2. Only two (2) weeks maximum can be taken during the student school year.
3. Vacations during Winter Break and Spring Break must be approved by the supervisor and Superintendent.
4. No more than two (2) custodians can take vacation at the same time, unless approved by the supervisor. The two (2) custodians must not be from the same building, unless approved by the supervisor.
5. Vacation days not to exceed five (5), may be accumulated and carried forward into the next contract year (July 1 - June 30). Any vacation accrual greater than five (5) days will be dropped from account records on September 1 of each year.

## **ARTICLE 13: LEAVES OF ABSENCE**

**A. Assault Leave**

1. Assault leave will be granted to any employee who is absent due to a physical disability resulting from an assault that occurs while the employee is fulfilling the duties required in his/her contract with the Board. The employee will be maintained on full school pay status during the period of such disability, or a maximum of fifty (50) workdays per incident.

2. Assault leave will not be charged against sick leave earned or earnable or other such leave.
3. The Board requires an employee requesting assault leave to return to the Superintendent a signed statement justifying the use of assault leave. The form for this statement will be made available from the secretary in the building where the employee is assigned.
4. An assaulted employee with emotional distress only must complete the assault leave form and submit said form to the Superintendent. The Superintendent may grant a maximum of three (3) school days for emotional distress per incident.
5. An assaulted employee will immediately apply for workers' compensation and sign an agreement with the Board to allow compensation received for this absence to be paid to the Board.
6. In case of physical disability when medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Any excess cost of any medical examination shall be borne by the Board.
7. In order to qualify for assault leave, the assaulted employee must file charges with the police, submit a detailed statement of the assault, and agree to be available to participate in any proceedings necessary for the Board to take appropriate action to discipline the assaulter.
8. If a student(s) was responsible for the assault leave, upon request of the employee, there shall be a meeting with the employee, student(s), parents and principal before the employee and student(s) resume activities in the classroom. The purpose of the meeting shall be to emphasize to the student(s) the need for proper behavior in the class and in the school.

**B. Personal Leave**

Employees may take up to five (5) days of personal leave each year in one-quarter (¼) day increments; three (3) of the five (5) days will be unrestricted.

The two (2) restricted days of personal leave are not to be used for recreation, shopping trips, or vacation (except as authorized by the Superintendent for unique circumstances). In addition, restricted personal leave shall not be used for an employee's personal gain as with a business outside the school. This includes seminars, conventions, meetings or other situations connected with an outside job or business. Also, restricted personal leave cannot be used to accompany spouses on trips or vacations.

Absence without pay may be arranged with the Superintendent, provided arrangements for substitutes can be made. Such absence should be limited to three (3) days per school year.

Personal leave shall not be used on days immediately before or after a vacation or holiday nor the first day or last day of the school year with the exception of:

1. graduation of spouse and children/awards
2. funerals not covered by sick leave
3. mandatory court appearances
4. wedding participation

Any member planning to use personal leave should provide his/her immediate supervisor with one week's notice for regular usage of personal leave. In emergency situations, a call to the immediate supervisor will initiate procedures. Failure to do so may result in forfeiture of salary. Final approval for taking such leave will rest with the school administration. In the face of evidence that an inappropriate use of leave may exist, documentation may be required to substantiate the claim for reimbursement for days of personal leave. Falsification of a personal leave claim may result in disciplinary action.

Unused personal days will convert to the member's sick leave account at the end of each school year.

### **C. Sick Leave**

All school employees under contractual status are granted one and one-half (1.5) days of sick leave per month worked. Unused sick leave accumulation is unlimited.

Recorded sick leave may be used in one-quarter ( $\frac{1}{4}$ ) day increments. Sick leave used by the hour, where a substitute employee is not required, may be subtracted from accumulated compensatory time. The employee may also, with the building administrator's approval, arrange to make up the time in some other manner during the work week in which the leave occurs.

According to the provisions of this Agreement the following are acceptable uses of sick leave:

1. Personal illness or injury.
2. Illness or injury to an employee's immediate family member.
3. Pregnancy of the employee, including leave taken during the consecutive twelve (12) weeks following the birth of the child.
4. Family Emergency as approved by the Superintendent.

Sick leave benefits cannot be allowed in cases where the employee's absence is covered by other leaves of absence.

"Immediate Family" for illness is defined as anyone living under the roof of the employee and father, mother and children if not under same roof.

Employees with perfect attendance will be paid \$100.00 per period as listed below, where they meet the perfect attendance criteria. Perfect Attendance is defined as no use of sick or personal days and no more than five (5) combined compensatory and/or vacation days used. Perfect attendance incentive will be paid quarterly for all employees based on a 9-week period, except the quarters for 260-day employees shall be based on a 3-month period as follows:

Quarter #1 – July, August, September

Quarter #2 – October, November, December

Quarter #3 – January, February, March

Quarter #4 – April, May, June

### **Sick Leave Assistance**

Bargaining unit employees may, at their discretion, donate accumulated sick leave to another member of the bargaining unit who has exhausted his/her total accumulated paid leave and has been absent for at least fifteen (15) workdays related to the specific personal illness or injury that is causing the extended use of sick leave. If the bargaining unit member is unable to return to work, fellow bargaining unit members may donate up to ten (10) days of their accumulated sick leave to the absent bargaining unit member. A maximum of thirty (30) days annually shall be available for donation to an individual from the entire bargaining unit staff. In the event of a verified critical medical personal illness or injury, the Board and Union will meet to work out an agreement to modify the annual limit stated above. Donated days cannot exceed the number of days an employee works in a contract year. Sick Leave advancement shall be requested in writing from the Board Treasurer.

### **D. Family and Medical Leave**

Employees shall be entitled to leave as provided in the Family & Medical Leave Act of 1993 (as amended) and the regulations adopted by the U.S. Department of Labor. For purposes of this section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e., the leave year is specific to each employee). Eligible employees are entitled to twelve (12) or twenty-six (26) weeks of leave (depending upon the underlying reason for the FMLA leave) during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any 12-month period. A copy of the complete Family and Medical Leave Act of 1993, as amended, is available upon request in each building's office and in the Board of Education office.

### **E. Pregnancy Leave**

1. Upon her request, any pregnant employee presently in the employ of the Board may be granted a leave of absence without pay for the remainder of the school year in which it is granted plus an additional school year if requested by the employee. Upon recommendation of the Superintendent and Board approval, the leave may be extended for one (1) additional year.

2. While on such leave, an employee can maintain insurance by paying the premium for such coverage.
3. The employee will supply the Board, upon its request, a statement from her physician indicating that she can fulfill the contractual duties upon return.
4. An employee returning from such leave shall retain the same years of seniority as prior to the leave and shall be placed on the appropriate step of the salary schedule in keeping with other provisions of this Agreement.
5. A person replacing an employee on pregnancy leave shall have no claim to continued employment at Cardinal Local Schools upon return of the person on pregnancy leave. An employee on pregnancy leave must notify the Superintendent in writing on or before April 1 of the year of the pregnancy leave of her intention to return or not return to her position. This decision is binding on the employee.
6. The employee may use thirty (30) accumulated sick days from the birth of the baby plus up to thirty (30) additional accumulated sick days for a total of sixty (60) consecutively paid days. An employee may not request sick leave assistance for pregnancy leave.

**F. Parental Leave**

1. An employee who becomes the parent of a newborn or an adopted child may be granted an unpaid leave of absence for a period of one (1) year from the date of birth or the date of placement in the case of adoption. While on such leave an employee can maintain insurance by paying the premium for such coverage.
2. An employee returning from such leave shall retain the same years of seniority as prior to the leave and shall be placed on the appropriate step of the salary schedule in keeping with other provisions of this Agreement. A person replacing an employee on parental leave shall have no claim to continued employment at Cardinal Local Schools upon return of the person on parental leave. An employee on parental leave must notify the Superintendent in writing on or before April 1 of the year of the parental leave of his/her intention to return or not return to the position. This decision is binding on the employee.
3. The employee may use thirty (30) accumulated sick days from the birth of the baby plus up to thirty (30) additional accumulated sick days for a total of sixty (60) consecutively paid days. An employee may not request sick leave assistance for parental leave.

**G. Unpaid Leave of Absence**

Upon written request an employee shall be granted an unpaid leave of absence for extended medical illness as established by medical evidence. Such leave will be for one (1) year or part thereof and be renewable for a second year. Unpaid leaves of absence for educational, professional or other purposes may be granted by the Board. Request for an unpaid leave

is to be submitted thirty (30) days in advance and notice of return from unpaid leave must be submitted by the employee sixty (60) days in advance of the date of return.

**H. Funeral Leave**

Three (3) days are allowable for funeral leave. No deduction from pay will be made when absence is due to death in the immediate family. Immediate family in case of death shall be husband, wife, (step) children, (step) grandchildren, sons-in-law, daughters-in-law, (step) father, (step) mother, (step) brothers, (step) sisters, (step) grandparents, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, and grandparents-in-law.

Additional time for funeral leave beyond the three (3) days shall be granted and deducted from accumulated sick leave.

One (1) day of funeral leave, which can be used in one-quarter ( $\frac{1}{4}$ ) day increments, may be used for the purpose of attending the funeral services of extended family (*e.g.*, aunts, uncles, cousins, etc.).

**I. Jury Duty Leave**

An employee shall report the absence as required and shall retain all compensation and expenses received for serving as a juror.

**J. Subpoenaed Witness Leave**

An employee shall report the absence as required and shall retain all compensation and expenses received for serving as a subpoenaed witness.

**K. Professional Leave**

A bargaining unit member may be granted up to five (5) days leave with pay for attendance at approved meetings or conferences for improving work-related abilities of the staff member. Such leave may only be approved if there are sufficient funds to cover the costs associated with the leave in the applicable funds – general work-related programs are funded through the District’s general professional development account, and extracurricular programs, including those related to athletics, are funded through the District’s athletic account. Days of professional leave attendance requested by the Board will not be charged against the above five (5) day limit.

A request for professional leave to attend a conference or meeting shall be submitted in writing to the bargaining unit member's immediate supervisor who shall recommend approval or disapproval of the request and forward it to the Superintendent. All requests for professional leave shall be submitted for review at least four (4) weeks in advance when possible and at least one (1) week prior to the event. Professional leave shall not be charged against sick leave. The Superintendent's decision shall be final.



**L. Union Leave**

Upon written request of the Union President two (2) weeks in advance, a leave of absence with pay shall be granted to no more than two (2) bargaining unit employees to attend or perform any function on behalf of OAPSE. The Union is granted up to six (6) days of leave per school year for union business. Four (4) additional days may be granted after discussion with the Superintendent.

**ARTICLE 14: CALAMITY DAYS**

All bargaining unit employees shall be paid their appropriate rate of pay for all days or part days when schools in which they are employed are closed due to a public calamity.

Employees who work fewer than 260 days per year will not be paid for days that have to be made up due to exceeding the State-approved calamity days and are rescheduled and made up.

Employees who are specifically required to work on days a public calamity occurs, by their immediate supervisor, principal or the Superintendent, shall be compensated at one-and-one-half times (1½x) their regular rate of pay.

An employee who is not notified of a calamity prior to the start of his/her shift shall be paid for actual time worked, with a minimum of two (2) hours, in addition to calamity pay. If the notice arrives prior to a driver leaving the bus garage, after the vehicle is properly secured, the driver may leave and still receive pay for two (2) hours.

**ARTICLE 15: DISCIPLINE**

The Superintendent, or his/her designee, shall have the right to reprimand, suspend with pay, suspend without pay, discharge or otherwise discipline an employee for just and proper cause. Except in instances wherein the employee is found guilty of misconduct or if his/her presence represents a clear and present danger to students, employees or the public, discipline shall be applied in a corrective and progressive manner.

An employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason or reasons for which he/she has been suspended or discharged. A suspension in accordance with this Article shall be for a specific number of consecutive days on which an employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purposes of the suspension only and the employee shall not be paid for the holiday.

An employee and the Union President shall be given a copy of any reprimand or other disciplinary action twenty-four (24) hours prior to the disciplinary action except when the employee's presence represents a clear and present danger to students, employees or the public, or presents a disruptive factor to the normal business of the school.

## **Progressive Discipline**

Disciplinary action shall consist of five (5) steps. It is understood that such action shall be commensurate with the severity of the bargaining unit member's offense, may be initiated at any level, and may include the repetition of an action without progressing to the next step.

**Step One:** Verbal warning(s).

**Step Two:** Written warning(s) – will incorporate comments relative to the verbal warning(s) in substantiation of previous problems. Said written warning(s) will not be placed in the bargaining unit member's personnel file.

**Step Three:** Written reprimand(s) – will incorporate comments relative to the written warning(s) in substantiation of previous problems.

**Step Four:** Suspension(s), with or without pay.

**Step Five:** Termination.

## **ARTICLE 16: EVALUATIONS**

### **A. Definitions**

1. Evaluation: an evaluation is the formal written composite appraisal made by an administrator of the work performance of a bargaining unit employee.
2. Observation: Observations will be made on an ongoing informal basis with a formal observation of work performance as deemed necessary.
3. Conference: a conference is a formal or informal meeting between a bargaining unit member and principal/supervisor to discuss an observation and/or an evaluation.

**B.** All bargaining unit members shall have at least one (1) written evaluation and evaluation conference each school year.

**C.** Newly hired employees on a probationary contract shall have at least one (1) formal observation and one (1) written evaluations and evaluation conferences during the first year. Newly promoted employees will receive one (1) written evaluation during the first thirty (30) workdays of the contract.

**D.** Bargaining unit members eligible for a continuing contract shall have at least two (2) written evaluations and evaluation conferences. The first shall be completed prior to the end of the fifth month of the current one-year contract, and the other shall be completed prior to the end of the tenth month.

- E. In the evaluation process, the evaluator is able to use other persons to assist in the observation process, but the formal evaluation must be documented by the appropriate administrator.
- F. If the administrator is concerned that weaknesses and/or shortcomings are of such a serious nature that they could lead to non-renewal of contract, the administrator shall advise the bargaining unit member by way of the evaluation instrument of such concerns. An additional follow-up evaluation shall be given within thirty (30) days after this evaluation to determine if weaknesses and/or shortcomings have been corrected. The period of time may be extended in case of emergency. Excluding probationary contracts, in cases where a principal/supervisor makes a recommendation for non-renewal of contract, an Evaluator shall have completed at least three (3) formal evaluations and/or follow-up evaluations appropriately spaced.
- G. Evaluation reports shall be written on the approved form.
- H. All observations will be followed by an informal conference within five (5) school days of the observation in which the administrator and bargaining unit member discuss the observation.
- I. All formal evaluations will be accompanied by a formal evaluation conference in which the administrator discusses the evaluation with the bargaining unit member and a written evaluation report will be given to the bargaining unit member.
- J. Space shall be provided on the evaluation form for the bargaining unit member's rebuttal and/or written comments. A copy signed by both the bargaining unit member and principal/supervisor shall be given to the bargaining unit member. A bargaining unit member's signature does not necessarily mean agreement with the evaluation. The Principal/Supervisor's signature does not imply agreement with the rebuttal.

## **ARTICLE 17: JOB DESCRIPTIONS**

The Board shall provide a current job description to each employee at the time of hire, transfer or promotion into a job classification. Such job description shall list the employee's essential job responsibilities. The Board and OAPSE agree that cross-training will take place within classifications. Any job description revisions to include cross-training shall be proposed jointly, as necessary, through the Labor/ Management Committee.

## **ARTICLE 18: ADDITIONAL EMPLOYEE COMPENSATION**

### **A. Drivers**

- 1. Each route time will be set by the Transportation Coordinator in cooperation with the driver each August. Route time will be the time between when the vehicle

leaves its home garage and when it returns. After route time is set, any deviation of at least fifteen (15) minutes per day that occurs over at least one (1) week duration shall be reported to the Transportation Coordinator and adjustments made if appropriate. In addition, each route will have added forty-five (45) minutes per day for bus drivers and thirty (30) minutes per day for van drivers to accommodate cleanup, fueling, and daily vehicle checks. Each driver is expected to keep their vehicle clean inside and out at all times. Field trips will be paid at the driver's regular rate, plus time and a half (1½) for hours over forty (40) per week. The driver will receive a one (1) hour compensation for a canceled trip if he or she was not notified. Extra road time due to breakdowns, inclement weather, etc., may result in additional compensation with supervisor approval.

2. The Board will provide a program for the annual physical examination for certification of bus drivers. If a driver uses the physical examination program the co-payment by the driver will not be greater than \$10.00. The Board will pay the difference between the cost of a driver's license and the commercial driver's license. In addition, the Board will pay for one (1) CDL road test. The Board will pay drivers in attendance at the required meetings as scheduled.
3. Bus drivers will be paid for four (4) hours to clean their buses and van drivers will be paid for two (2) hours to clean their vans at the end of the year at their regular hourly rate. If the driver chooses to have someone else do the cleaning there will be no compensation.

**B. Cooks**

The work calendar for all cooks shall be extended by one (1) workday. The total calendar days shall equal 189 (includes 8 holidays). The additional workday will be prior to the opening of school to setup the cafeterias and prepare the kitchens for the new school year.

**C. Custodians**

**1. Tools and Equipment**

The Board shall determine and provide, to the best of its ability, employees with supplies and equipment necessary for the performance of their job duties. The Board shall supply each custodian with basic tools. The custodial staff shall be responsible for all assigned tools. A system of dispensing tools, and an inventory of tools will be maintained by the custodians. Items lost will be replaced by the custodian within five (5) days. The custodian must report all thefts or missing/broken tools immediately to the building principal.

**2. Building Check**

Head custodians will be paid their rate at time and a half (1½x) for forty-five (45) minutes per day to check their building(s) on weekends and holidays. The Maintenance Supervisor will determine the guidelines for building checks. Head custodians who are unable to make the assigned check(s) must notify the

Maintenance Supervisor three (3) days in advance when possible. In the event of an emergency check at a building during nights and weekends, the first responder (as assigned by the Maintenance Supervisor) will be called. These emergencies will be paid at time and a half (1½x) at the regular rate of pay. Holiday emergencies will be paid at two (2x) times their regular rate of pay.

**D. Secretarial**

In the event that it becomes necessary for secretaries to secure teacher substitutes from home, secretaries shall receive compensation at their regular hourly rate and time and a half (1½x) their regular rate of pay for all hours worked in excess of forty (40) hours in one (1) work week (Sunday through Saturday). Such time is to be “logged” and submitted through the usual procedure for extra pay.

**E. Assistant Bus Mechanic/Maintenance Assistant**

The Assistant Bus Mechanic/Maintenance Assistant employees will be provided five (5) uniforms per week.

The Board shall determine and provide, to the best of its ability, employees with supplies and equipment necessary for the performance of their job duties. The Board shall supply each Assistant Bus Mechanic/Maintenance Assistant with basic tools. The Assistant Bus Mechanic/Maintenance Assistant staff shall be responsible for all assigned tools. A system of dispensing tools, and an inventory of tools will be maintained by the custodians. Items lost will be replaced by the Assistant Bus Mechanic/Maintenance Assistant within five (5) days. The Assistant Bus Mechanic/Maintenance Assistant must report all thefts or missing/broken tools immediately to the building principal.

**F. Overtime**

1. All overtime assignments must be approved by the Superintendent or his/her designee, prior to working the additional hours. Overtime will be offered to employees on a continuous rotating basis by seniority within the District, within the classification involved.
2. If multiple events are scheduled for the same day, overtime will be distributed per event as stated in number one above (*e.g.*, if there are three (3) events in one (1) day, the next person on the rotation will choose which event he/she would like to cover).
3. Overtime may be initially refused, but if the Superintendent or his/her designee is unable to secure an employee to voluntarily accept such overtime, the Superintendent or his/her designee may assign the overtime to the least senior employee in the affected classification within the District or may secure a substitute employee to perform such overtime work. Should the least senior employee in the affected classification be assigned overtime as a result of senior employees' refusal to perform the overtime assignment, and the Superintendent or his/her designee has made a good

faith attempt to locate substitutes and failed, the least senior employee after two (2) assignments of overtime may refuse the assignment and the work will revert to the other employees in that classification from the building at which the work is needed.

4. All employees in the job classifications covered by this Agreement shall receive time and one half (1½x) their regular rate of pay for all hours worked in excess of forty (40) hours in one (1) work week (Sunday through Saturday).
5. All paid calamity days (worked or not) shall be counted as hours worked for the purpose of computing overtime. Time spent on sick leave, personal leave, vacation, and compensatory time shall not count toward hours worked for purposes of determining an employee's eligibility for or calculation of overtime.
6. All employees who work on a recognized federal holiday (reference Article 12) shall receive two times (2x) regular rate of pay for all hours worked on the holiday.
7. All employees who perform work on Sunday shall be entitled to receive time and one half (1½x) their regular rate of pay for all hours worked on Sunday. There shall be no pyramiding of overtime.
8. At the time when the Superintendent or his/her designee approves overtime, all employees may choose to accrue compensatory time in lieu of overtime pay and at the same rate in number of hours. Employees with accrued compensatory time must apply for leave at least five (5) days prior to compensating leaves unless otherwise approved by the Superintendent or his/her designee. Compensatory time may not be accrued beyond sixty (60) total hours at any point in time. All unused compensatory time, as of June 30 annually, will be paid out prior to the end of July, unless prior approval to carry over unused time is obtained from the Superintendent.

**G. Supplemental Contract**

In order for an OAPSE member to be awarded a supplemental contract, the employee must enter into a contract with the Board, prior to performing any duties under the supplemental contract that provides for the following:

1. The employee shall be paid at the rate of minimum wage for all hours worked under the supplemental contract. All hours worked at the employee's regular, non-supplemental assignment(s) will be paid at the hourly rate(s) for those assignments and the hours worked for the regular, non-supplemental assignment(s) will be calculated for the workweek before any hours under the supplemental contract. The employee must record all hours worked in both his/her regular, non-supplemental assignment(s) and the supplemental contract on a weekly basis.

2. To the extent the employee works more than forty (40) hours during the workweek in his/her regular, non-supplemental assignment, the overtime rate shall be at either the rate for the regular, non-supplemental assignment or, if there is more than one regular, non-supplemental assignment, at the weighted average rate for the regular, non-supplemental assignments. The additional hours worked during a work week pursuant to the employee's supplemental contract will either be paid at the Board established straight time rate for the supplemental contract when total hours worked for the workweek are equal to or less than forty (40) hours and at time and one-half the Board established straight time rate for the supplemental contract for hours worked in excess of forty (40) work hours for the workweek.
3. If the supplemental contract is for a position included in the Collective Bargaining Agreement between the Board and the Cardinal Education Association, should the total earnings for the supplemental contract be lower than the rate in the supplemental Salary Schedule for such position established in that CEA Collective Bargaining Agreement, the Board shall make a payment at the end of the contract adjusting the hourly rate so that the total of the payments received by the employee for the supplemental contract is equal the salary for the supplemental position in that Agreement.

#### **H. Time Clocks and Cards**

The purpose of time clocks and cards is to provide a process to accurately record and report work hours.

1. An entire group or groups of employees may be required to use the timecards and clock. Groups will be recognized as: 1) Drivers and Transportation Aides; 2) Custodians; 3) Maintenance and Mechanics; 4) Cafeteria workers; 5) Class Aides; and 6) Secretaries and Coordinators.
2. The initial groups for implementation will be Custodians and Maintenance/Mechanics.
3. Instructions and complete regulations will be given before implementation with any group.
4. The time clock will be located in a visible and convenient location where access for all users is reasonable as determined by the building administrator.
5. Employees will record their start and finish time on each day worked. The lunch break and other breaks will not be recorded and are considered inclusive in time spent at work on any given day.
6. No other person is permitted to record time on a person's card.
7. If an employee fails to record time as required, and there are circumstances that deserve consideration, the time may be written in and approved by the

Superintendent or his/her designee. If the employee fails to record time, simply due to error, the Superintendent or his/her designee may approve the time worked. Multiple failures to record a time correctly may result in disciplinary action.

8. Employees are to record time on their cards within seven (7) minutes of the start and finish of work. Where a time is recorded that is more than seven (7) minutes beyond the start of work, the employee will forfeit one-quarter ( $\frac{1}{4}$ ) hour of pay for each start of a quarter ( $\frac{1}{4}$ ) hour that is missed.
9. The employee, as approved by the Superintendent or his/her designee, may work later than the employee's customary end of shift to complete an entire workday. If this practice becomes excessive and is related to unplanned tardiness, the Superintendent or his/her designee may notify the employee that this practice will not be permitted for a designated period of time and the employee will forfeit pay as noted in Section 7, above.
10. If approved by the Superintendent or his/her designee, the employee may start a shift early and end early, provided the workday is complete. If, as approved by the Superintendent or his/her designee, the employee leaves the assigned building for personal needs for any period, the time must be recorded upon departure and return.
11. When working beyond a shift or on days that are not part of the employee's work calendar, the employee is to indicate "overtime" or "comp time" in a notation next to the extra period worked. The extra period is to be marked with a bracket and the notation.
12. The employee and Superintendent or his/her designee are to affix their signatures to each timecard.

## **ARTICLE 19: HEALTH AND SAFETY**

### **A. Tobacco Free Environment**

Smoking on school property is prohibited for all employees and persons.

### **B. Drug Free Workplace**

The requirements of the 1988 Drug-Free Workspace Act as pertains to the Cardinal educational setting will be maintained. No employee shall distribute, dispense, possess, use or be under the influence of any alcoholic beverage, malt beverage, fortified wine or other intoxicating liquor, or unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any narcotic drug, hallucinogen, amphetamine, barbiturate, marijuana, anabolic steroid, or other controlled substance, during working hours at school or at any other school building location. Disciplinary sanctions will be imposed upon



employees who violate this provision. This may include referral to an appropriate rehabilitation program, discipline and/or dismissal.

Employees suspected of being under the influence of drugs or alcohol may be requested to take an immediate drug or blood alcohol test. Such request shall be based upon reasonable suspicions arising from inconsistent behavior as corroborated by another adult supervisor or employee. The employee may then be suspended from work duties with pay pending disciplinary action.

Drug testing of bus drivers will be established and carried out as directed by the 1991 federal law.

**C. Work Conditions**

The Board agrees to maintain safe working conditions. This includes the rules and regulations as established by the Administrator of Workers' Compensation, with the advice and consent of the Workers' Compensation Oversight Commission. In the event a situation is thought to be unsafe, the employee shall notify his/her supervisor or the Superintendent immediately. A review of the situation and possible solutions, if appropriate, will be made on an expedited basis. Should the situation pose an immediate or severe health hazard, beyond the customary employment activities and duties, as corroborated by another adult supervisor or employee, the employee may decline to continue to perform the work and shall be temporarily assigned to an alternate location or duty.

Each employee has the responsibility to follow all work rules. No employee shall remove, displace, damage, destroy or carry off any safety device or safeguard. No employee shall interfere with the use of adopted protection procedures for employees or the place of employment or fail to follow and obey orders and do every reasonable thing necessary to protect the life, health, safety and welfare of themselves and other employees.

## **ARTICLE 20: JOB POSTING PROCEDURE**

The Board agrees to post all bargaining unit job openings in all buildings, the District website, and the bus garage for five (5) workdays. At the time a position is posted, it shall be e-mailed to all employees. The notice shall contain the job title, qualifications required or requested, rate of pay, hours and/or days of work, and location of the vacancy. Employees who wish to be considered must qualify for the vacancy. Application for the posted position must be in writing, to the Superintendent within the posting period.

Prior to outside posting and interviews of non-employees, current qualified employee applicants will be interviewed and considered. Items to be taken into consideration are seniority and previous performance evaluations. After the interview and consideration by the interviewer and interviewing team, assuming the qualifications are relatively equal, District seniority shall prevail for the appointment of the person to the vacant position. When there is an identical hire date,

seniority will be determined by the original start date (excluding training days). The second determination will be application date. Employees who are rejected or unsuccessful in their bid for the vacant position may request a post-interview conference with the interviewer or interview team.

Any employee interested in a specific vacancy should notify the office of the Superintendent annually in writing (a separate written notification for each individual specific vacancy) at the end of the school year. During summer months, notices of vacancies will be posted as above and e-mailed to those who have given written notice of interest.

When a central office, non-bargaining unit position is posted, all qualified bargaining unit member applicants will be interviewed and given consideration.

## **ARTICLE 21: EMPLOYEE CONTRACTS**

All classified bargaining unit personnel, when newly hired by the Board shall have a probationary period of sixty (60) workdays at the Probationary Rate. During the probationary period, the employee will be entitled to the same fringe benefits as regular employees. The Board shall have sole discretion to discipline or discharge employees in probationary employee status and such action during this period cannot be reviewed through the Grievance Procedure or otherwise affected by this Agreement. The Board will not discharge a probationary employee because of Union membership or activity.

Following successful completion of the probationary period, the employee will be moved to a limited contract at Step 0 (zero) or appropriate experience Step for the remainder of the fiscal year. Beginning with the next fiscal year, the employee will then be placed on a one (1) year limited contract, which then may be renewed for a second one (1) year limited contract. If the employee is retained for a third contract, said contract will be a continuing contract issued in July. \*This language supersedes ORC 3319.081.

When an employee within the District applies for a posted position and is unable to meet the minimum standards of a vacant posted position and the Board determines to select a person from outside the existing staff, the Superintendent may recommend credit on the salary schedule due to related years of experience with the limitations stated in this paragraph. The limitation is five (5) years of credit, only three (3) of which may be experience in the private sector.

A person serving as a substitute in the District and recommended for regular employment will be awarded one (1) year of credit for placement on the salary schedule for each year when the person substituted for a minimum of 120 days per school year in the same classification. This is limited to two (2) years.

In the event a bargaining unit member's limited contract is not renewed, the Board shall cause notice to be given to the employee of its action to non-renew. This notice from the Superintendent shall be given by certified mail, return receipt requested, to the employee's current address on file by June 1.

If the contract of the employee is renewed, it will be a continuing contract. Employees under continuing contract will be disciplined in a corrective and progressive manner.

Continuing contract discipline actions shall be subject to Article 7, "Grievance" and 15, "Discipline."

Current employees changing job classifications, following successful completion of a thirty

(30) workday probation period at Step 1 (one) or their current rate of pay whichever is higher, will resume previous contract status, and credit will be given for years of experience in a comparable job category outside or inside the District. A continuing contract will be given to anyone having continuing contract status prior to changing job categories.

If by the end of the first half of the probationary period it appears that the employee is failing, the employee's immediate supervisor shall meet with the affected employee to discuss a course of corrective action. The employee may opt at this time to return to his/her original position and salary or continue his/her probationary period. If an employee in the employer's opinion cannot perform the substantial portion of his/her job duties, then the employee will be deemed as failing his/her probationary period and returned to his/her original position and salary. A substitute will be hired to fill the employee's original position during the probationary period.

## **ARTICLE 22: TRANSFERS**

### **A. Temporary Transfers**

The Superintendent may temporarily transfer or assign employees from one job classification to another job classification, or to another job assignment within his/her job classification. The transferred employee is to be qualified for the assignment. A voluntary temporary transfer shall not exceed sixty (60) calendar days except to fill a vacancy caused by an employee being on sick leave or other approved leaves of absence.

An involuntary temporary transfer shall not exceed ten (10) calendar days. Involuntary transfer assignments will be rotated through employees in a classification. If the Superintendent temporarily transfers an employee to another job classification position, he/she shall:

1. Receive his/her regular rate of pay if the rate of pay for such other classification is lower than his/her regular rate.
2. If the rate of pay is higher for such classification the employee shall be entitled to the classifications rate of pay on the step equivalent with his/her present step from the first hour of such assignment.

**B. Lateral Transfers**

The Superintendent may authorize lateral transfers with just cause for the efficiency and quality of programs in the District. All such transfers shall be lateral, not create a loss of hours, pay, or seniority for the employee being transferred, and with review may not be permanent. Before such transfers are authorized, the steps, if applicable, to be followed and documented are:

- Notification/conferences should be provided to employees, administrators, and association representatives at the earliest possible date.
- Documentation, including but not limited to the evaluation system, shall be presented justifying the need for the transfer.
- Training/support shall be offered to the employee in his/her current position.
- If disagreeing with the transfer, the employee shall present documentation for such disagreement.
- A transfer committee composed of Union representatives and Board representatives will review the transfer documentation and may make recommendations/suggestions to the Superintendent.

Lateral transfers may be used as an option for disciplinary reasons short of termination. Employees may request a lateral transfer. Employees, after being transferred, will be offered additional training on the new position. Transfers will be reviewed after thirty (30) days by an administrator/supervisor and the results shall be reported to the transfer committee.

**ARTICLE 23: SUBSTITUTES**

The Board shall try to hire substitutes for employees who are absent and must be replaced. Such persons shall be temporarily hired to perform the job duties of the absent employee. In cases of extended absence (i.e., leaves beyond ten (10) consecutive workdays and less than thirty (30) consecutive workdays), the Board may offer the job of the absent employee to members of the bargaining unit on a temporary basis. Employees who temporarily fill these positions shall be returned to their regular position upon the return of the absent employee. When this is involuntary, the assignments will be rotated through employees in the classification.

When the employee is assigned to another position for more than three consecutive days, or when the employee is deemed to be performing higher level responsibilities, Article 22, "Temporary Transfers" (1 and 2) applies. When an employee is assigned to another building, for any period of time, Article 22, "Temporary Transfers" applies from the outset.

If an employee is absent for more thirty (30) consecutive work days (i.e., long-term leave of absence), his/her position will be posted and filled according to the terms set forth in Article 21,

except the new employee will be awarded one-year limited contracts following his/her probationary period (this provision supersedes Article 21) until the employee on the long term leave either returns to work or resigns. The replacement employee will have his/her limited contract immediately reduced (i.e., suspended pursuant to Article 8 - Reduction-in- Force) if the employee on the long-term leave of absence returns to work.

## **ARTICLE 24: HIRING A RETIRED PERSON**

The Board may hire a person who previously retired from the District. In all cases, the following applies.

- A.** A needed position has been posted and there is not a qualified applicant in the bargaining unit.
- B.** When a member of the bargaining unit retires from the District, his/her contract is terminated. Any decision to re-hire the employee is solely the decision of the Board as recommended by the Superintendent.
- C.** Contracts are limited to one year in length. The District does not have an obligation to complete an evaluation or serve a notice of non-renewal. This provision expressly supersedes Ohio Revised Code Section 3319.081.
- D.** The employee shall be on the salary schedule at Step five (5) or above, but no higher than the step achieved in the year of retirement. If service in the District was less than five (5) years, placement will not exceed this term of service. If re-hired for subsequent one-year periods the employee will move up the salary schedule as provided in this Agreement. Salary placement will be recommended by the Superintendent and must be approved by the Board.
- E.** When the retiree is employed in a classification other than the job classification served in at the time of retirement, the first thirty (30) workdays shall be a probationary period. The retiree will be placed on the salary schedule as described in section D above, but a one-year contract will not be issued until successful completion of the probationary period.
- F.** The retiree shall be eligible for Board-provided medical, dental and prescription insurance, coverage on the same terms applicable to all other bargaining unit members.
- G.** Retirees employed by the Board shall have all rights pursuant to Ohio Law and this negotiated agreement, except where expressed otherwise in this Article. Specifically, the retiree does not retain seniority in the bargaining unit that was held at the date of retirement, and will not be eligible for any severance pay, retirement bonus, or retirement incentive. This Agreement's job bidding and RIF procedures do not apply to retirees.

## **ARTICLE 25: TEMPORARY, SEASONAL AND CASUAL WORKERS**

As necessary to meet changing seasonal workload demands that temporarily exceed the capacity of the current bargaining unit staff, the Board may hire temporary, seasonal or casual employees to meet that temporary excessive workload.

Such temporary, seasonal or casual work shall first be offered to current bargaining unit members who are employed for less than forty (40) hours per week. Bargaining unit members may not bid or assume such additional hours, which would cause the employee to regularly exceed forty (40) hours in a workweek. Bargaining unit members may also bid on seasonal or temporary work that is available after the conclusion of their contracted work year. Should no bargaining unit employee be interested in assuming the temporary additional time the Board may seek applicants from the outside to perform such work.

Temporary, seasonal or casual work shall not exceed the time limits or other limitations specified under Ohio codified law. Should the work or work period exceed those time limitations such work shall be posted for bid and made available to the bargaining unit on a permanent basis.

Temporary and casual employment opportunities may not develop as a result of replacing current bargaining unit position(s), or employment, or as a result of the dividing of a current bargaining unit position.

Any temporary, casual or seasonal employee hired from outside the bargaining unit shall be required to attend an orientation meeting prior to beginning work.

## **ARTICLE 26: SEVERANCE**

Upon an employee retiring from the District and having also made application for retirement benefits through the School Employee Retirement System, the employee will submit in writing such intentions to the Superintendent.

The employee shall provide a written resignation, at least twenty (20) work days prior to the effective date of the resignation, and evidence of applying for State Retirement at the termination of employment and when the employee has received full compensation and all benefits due him/her from the Board with no further obligation on the part of the Board, the employee shall receive Severance Pay as stipulated herein:

- A.** Accumulated sick leave is to be used for calculating severance pay. Only sick leave accumulated while employed in a public school system in Ohio will be considered for calculation purposes.
- B.** When severance pay is issued, all accumulated sick leave is eliminated and reduced to zero (0).
- C.** An employee shall only receive severance pay once and must be an employee of the District immediately before retirement.

- D. Five (5) years of public school service is mandatory before an employee is eligible for severance payment.
- E. The formula for the calculation for severance pay will be: one-fourth (¼) of the unused accumulated sick leave at the daily rate during the final year of employment, not to exceed a severance of one hundred (100) days.
- F. Any eligible employee who notifies the Superintendent in writing (paper/e-mail) ninety (90) days prior to the employee's retirement date, will receive a \$1,500.00 retirement bonus (separate check to coincide with severance payment).

## **ARTICLE 27: FRINGE BENEFITS**

In order to be eligible for insurance, an employee must be contracted for at least the equivalent of 24.5 hours per week.

Employees hired prior to July 1, 2003, are eligible for the fringe benefits described in this Article based on the following: (1) if they work 15 to 20 hours per week, they are eligible for 50% Board paid premium; (2) if they work more than 20 hours per week, they are eligible for all benefits with Board paid premium as described herein. Individuals reemployed pursuant to Article 24, "Hiring a Retired Person" are considered new hires for the purposes of eligibility for the fringe benefits described in this Article.

Employees may not be paid cash in lieu of insurance benefits.

### **A. Coverage: See Plan Booklet for COG adopted coverage information**

#### **Medical/Prescription**

The premium cap is \$96.02 for Family and \$40.01 for Single.

#### **1. Stark County Schools Council**

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications

#### **2. Preferred Provider - Doctors/Hospitals**

- The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the COG Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional weMutual Health Program instead of the PPO, may continue such participation.

- The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be determined by the COG.

### 3. Preferred Provider - Prescription Drugs

The Board shall provide, through the COG, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

- The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
- The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
- The deductible will be waived.
- The list of covered expenses shall be agreed upon by the COG.
- Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
- Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

### **B. Life Insurance**

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$40,000 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

### **C. Dental Insurance**

The Board shall provide dental coverage and pay 100% of the premium-

### **D. Section 125 Tax Shelter**

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125. All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.



Premium Holidays: If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

Spousal Coverage: Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

Same Sex Marriage: If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

**E. Hepatitis B:**

The Board of Education will make available Hepatitis B vaccinations for "at risk" employees through a network provider. At risk employees are those employees who have the potential for exposure to blood borne pathogens and shall include, but not be limited to those positions recognized in Article 2.

## **ARTICLE 28: PAYROLL PRACTICES**

- A.** The bargaining unit staff will be paid on a biweekly basis. No voluntary deductions will be taken out the third pay in the months in which there are three (3) pay periods. It is understood that there will be one (1) pay lag (on a 5- to 7-year cycle) where a three-week term is necessary to reconcile annual salary with a 26-pay schedule. This three-week term will be planned for September and employees will be informed during the preceding contract year.
- B.** The Board will also provide the following payroll deduction options to all members of the classified staff:
1. Geauga School Employees Credit Union
  2. Annuities
  3. Disability Insurance
  4. Cancer Insurance
  5. Additional Life Insurance through company providing Board-paid life insurance
  6. Local & State OAPSE dues
  7. P.E.O.P.L.E.

The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

- C. Automatic electronic deposit shall be mandatory for all bargaining unit members. Funds shall be available by 8:00 a.m. on the pay date. The Board will provide a summary of each employee's direct deposit via e-mail. If errors in processing by the Board result in bank fees being assessed against the employee, the Board will assume the cost for said fees.

### **ARTICLE 29: S.E.R.S PICKUP**

- A. The Board shall implement the "pick-up" of the bargaining unit member required contributions to the School Employees Retirement System (SERS) and the Board Treasurer is hereby authorized to contribute to SERS, in addition to the Board's required employer contribution, an amount equal to each bargaining unit member's contribution to SERS in lieu of payment to such member, and that such amount contributed by the Board on behalf of the member shall be treated as a deferred salary from the contract salary otherwise payable to such member in cash.
- B. An addendum shall be added to each bargaining unit member's salary notice that states: (1) that the member's salary is being restated as consisting of a cash salary component and a "pick-up" component, which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the bargaining unit member; (2) that the Board will contribute to SERS an amount equal to the member's required contribution to SERS for the account of each member; and (3) that sick leave, severance, vacation, appropriate supplemental, extended service pay, and deduct rate shall be calculated upon both the cash salary component and "pick-up" component of the member's restated salary.
- C. The Board's total combined expenditures for bargaining unit member's total salaries payable pursuant hereto (including pick-up amounts), and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect. The sum of the cash salary and pick-up components shall not exceed the member's salary provided in the Salary Schedule.
- D. The Board shall compute and remit its employer contributions to SERS based upon total contract salary, including the "pick-up." The Board shall report for Federal and Ohio income tax purposes as the bargaining unit member's gross income, said member's total salary less the amount of the "pick-up." The Board shall report for municipal income tax and school district income tax purposes as a bargaining unit member's gross income, said member's total salary, including the amount of the "pick-up." The Board shall compute

income tax withholding based upon gross income as reported to the respective taxing authorities.

- E. It is the bargaining unit member's sole responsibility to check with his/her annuity consultant to verify that this section will not place an individual beyond the applicable legal limits. The member bears the complete responsibility for any fiscal penalty or fine enacted by the Internal Revenue Service and shall not hold the Board responsible for the member's overpayment or fine.

### **ARTICLE 30: PAY LEVELS / ANNUAL SALARY NOTICES**

The following positions will be paid according to pay index levels. Probationary employees will be paid at the Probationary Rate of the Pay Schedule:

Level One:

Assistant Custodian	Transportation Aide	Maintenance Helper
Classroom Paraprofessional (inactive)	Crossing Guard	Office Aide Cafeteria
Monitor	Cook	Cashier

Level Two:

<u>Secretary II ~</u>	CIS Head Custodian
HS	Special Services Paraprofessional
MS	Van Driver
JES	Head Cook
Transportation	
Maintenance	
EMIS	

Level Three:

<u>Secretary I ~</u>	<u>Head Custodian</u>	Library Aide
HS Head/Principal's	HS	Bus Driver
HS Attendance	MS	
MS Head/Principal's	JES	
CIS Head/Principal's		
JES Head/Principal's		
District Special Education		

Level Four:

Maintenance Assistant	Assistant Mechanic	School Health Aide
Transportation Coordinator	Assistant Nurse	

When annual salary notices are given by July 1<sup>st</sup>, pursuant to Ohio Revised Code Section 3319.082, each employee shall be given a work calendar for the respective contract year.

## **ARTICLE 31: PAY SCHEDULE**

- A.** Employees will receive one percent (1%) base increase, half percent (0.5%) index increase, and a \$0.02 increase in longevity in Levels 1 - 4 for year one of the Agreement. In April of 2020, the Association and Board will review the Board's current financial forecast to determine the feasibility of potential salary changes for the remainder of the contract.
  
- B.** Employees not eligible to receive an increase in compensation based on their Step on the Salary Schedule shall receive a one (1) time payment as set forth below in the first 1<sup>st</sup> pay of December of the 2020-2021 school year in a separate check.

Level 1 Employees – \$250

Level 2 Employees – \$300

Level 3 Employees – \$350

Level 4 Employees – \$400

This benefit shall terminate (i.e., sunset) at the expiration of this Agreement.

- C.** Probationary rates will be equal to the substitute rate for all pay levels (Level 1-4) if the probationary rate is lower than the current substitute pay rate.

**CLASSIFIED STAFF - INDEX**

	<b>Base</b>	<b>12.54</b>	<b>13.92</b>	<b>15.53</b>	<b>16.29</b>
<b>Step</b>	<b>Index</b>	<b>Level One</b>	<b>Level Two</b>	<b>Level Three</b>	<b>Level Four</b>
<b>Probation</b>		10.00	11.00	12.00	13.00
0	0.900	11.29	12.53	13.98	14.66
1	1.000	12.54	13.92	15.53	16.29
2	1.035	12.98	14.41	16.07	16.86
3	1.065	13.36	14.82	16.54	17.35
4	1.095	13.73	15.24	17.01	17.84
5	1.125	14.11	15.66	17.47	18.33
6	1.155	14.48	16.08	17.94	18.81
7	1.185	14.86	16.50	18.40	19.30
8	1.215	15.24	16.91	18.87	19.79
9	1.245	15.61	17.33	19.33	20.28
10	1.275	15.99	17.75	19.80	20.77
11	1.305	16.36	18.17	20.27	21.26
12	1.335	16.74	18.58	20.73	21.75
13	1.365	17.12	19.00	21.20	22.24
<i>Longevity</i>					
15	0.220	17.34	19.22	21.42	22.46
17	0.220	17.56	19.44	21.64	22.68
20	0.220	17.78	19.66	21.86	22.90

## ARTICLE 32: MISCELLANEOUS

### A. **Complete Agreement**

This Agreement represents the entire agreement between the Board and the Union. The parties acknowledge that during the negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

### B. **No Strike Clause**

The Union and any and all of its members shall not cause, engage in or sanction any strike, slowdown or any other such concerted action for the term of this Agreement.

### C. **Contrary to Law**

All items in this Agreement that supersede applicable state law and which may permissibly do so under Section 4117.01(A) shall not be affected by this Article. Should any provision of this Agreement be held to be in violation of the law by a court of competent jurisdiction, then that provision of the Agreement shall be deemed null and void, but the remainder of the Agreement shall remain in full force and effect. The subject of the Articles or Sections of this Agreement ruled invalid shall be submitted for negotiations within thirty (30) days after learning of the ruling.

### D. **Maintenance of Standards**

During the duration of this Agreement, the Board will maintain all terms, conditions and benefits of employment as provided herein. It is agreed, however, that this Agreement supersedes and cancels all previous agreements, verbal or written, or based upon alleged past practices between the Board and Union and constitutes the entire agreement between the parties.

### E. **Management Rights**

The Union agrees that the functions, rights, powers, responsibilities and authority of the Board in regard to the management of the work force and the operation of the District not specifically limited or modified by an express provision or term of this Agreement or applicable law shall remain exclusively those of the Board.

### F. **Equal Opportunity**

Candidates for employment are considered equally without regard to age, race, color, religion, sex, national origin, marital status or non-related medical condition or disability.

**G. Duration**

This Agreement shall be in effect from July 1, 2019, through June 30, 2022.

In RECOGNITION, AGREEMENT, AND WITNESS THEREOF, the parties have caused this Agreement to be executed on the day and year indicated below.

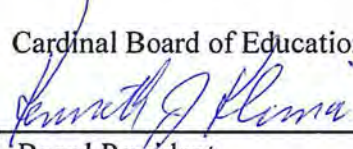
O.A.P.S.E. Local #616

  
Union President

Date

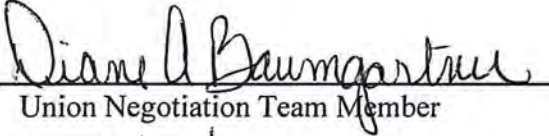
10-10-19

Cardinal Board of Education

  
Board President

Date

10-17-19

  
Union Negotiation Team Member

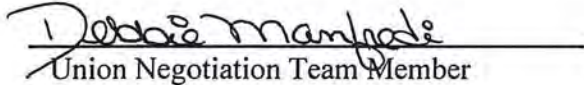
Date

10/10/19

  
Superintendent

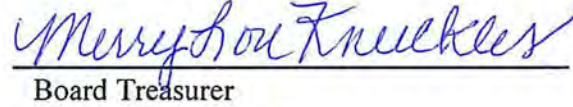
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Union Negotiation Team Member

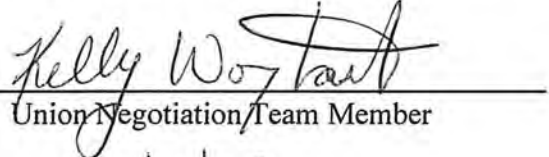
Date

10/10/19

  
Board Treasurer

Date

10/10/19

  
Union Negotiation Team Member

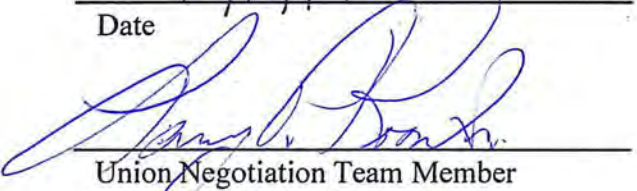
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Board Negotiation Team Member

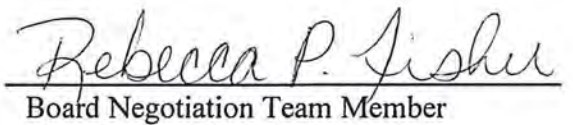
Date

10/10/19

  
Union Negotiation Team Member

Date

10/10/2019

  
Board Negotiation Team Member

Date

10/10/19

  
OAPSE Field Representative

Date

10/10/2019

  
Board Negotiation Team Member

Date

10/10/19



## **APPENDIX A: LEGACY DOCUMENT**

This document reflects excerpts from the July 1, 2016 – June 30, 2019 Agreement between the Cardinal Local School District Board of Education and the Ohio Association of Public School Employees, Local #616 that are no longer applicable. The parties have agreed to maintain this Legacy Document in the event there is a change in federal or state law that will allow for this language to be placed back into the contract and be implemented.

### **AGENCY SHOP**

- A.** Each employee covered by this Agreement, who fails voluntarily to acquire or maintain membership in the Union, shall be required sixty (60) days following the beginning of employment to pay to the Union a fair share fee, provided that any employee who has been declared exempt for religious convictions by the State Employment Relations Board (SERB) shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the OAPSE State Treasurer written receipts evidencing payment to such agreed upon non-religious fund.
- B.** An amount equal to the total dues of the Union shall be deducted from the pay of all bargaining unit members who elect not to become members of the Union or who elect not to remain members. The Board Treasurer shall, upon notification from the Union that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member; and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction.
- C.** Upon timely demand, non-members may appeal to the Union the payment of the fair share fee pursuant to the internal procedure adopted by the Union, or such nonmembers may submit such appeals to SERB. The amount to be deducted from the pay of all nonunion members shall be the total dues as paid by members of the Union and such deductions shall continue through the remaining number of payroll periods over which Union membership dues are deducted.