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# AGREEMENT

BETWEEN

FOSTORIA BOARD OF EDUCATION

AND

LOCAL #1945

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
OHIO COUNCIL #8  
AFL - CIO

Effective  
July 1, 2019 through June 30, 2022

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## **PREAMBLE**

This Agreement entered into by the Fostoria Board of Education, Fostoria, Ohio, hereinafter referred to as the Employer, and Local #1945, and Ohio Council 8, AFSCME, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences which may arise; and, the establishment of rates of pay, hours, of work, and other conditions of employment.

## **ARTICLE 1: RECOGNITION**

A. The Union is hereby recognized as the sole and exclusive representative of the Employer's regular full-time and part-time non-teaching employees in the following classifications:

Bus Driver	Food Service Team Leader
Bus Mechanic	Food Service I
Head Custodian	Food Service II
Custodian	Food Van Driver
Maintenance	
Paraprofessionals	
Seasonal Grounds	

B. Excluded from recognition are those classifications which are represented by another recognized employees' organization, managerial, supervisory and/or confidential employees and the following:

1. All certified employees	4. Supervisors
2. All central office staff	5. Managers
3. The Treasurer	6. Secretaries

## **ARTICLE 2: UNION SECURITY**

A. No other organization nor anyone representing management shall at any time represent employees covered by this Agreement, nor take any vote of these employees regarding wages, hours, or working conditions, or any other matter covered by this Agreement.

B. Dues authorization for payroll deduction showing the amount of dues to be deducted for each employee member who wishes to join the Union will be executed and submitted to the Treasurer each time the amount of dues to be deducted changes. Union dues shall begin with the first appropriate Union dues deduction period following dues authorization. All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information. The Employer will provide a list of employee names and remittance with each ACH submission.

- C. The Employer will deduct Union dues from the paycheck of all employees who have signed authorizations for such deductions. Unless otherwise agreed to by all the parties, deductions will be made from the first two (2) pays of each month for those pay periods in which the employee is in an active pay status. It is also agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues deductions will normally be made. Payroll collection of dues for employees eligible to join the Union shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the eligible employees.
- D. **Union Membership Revocation/Maintenance of Membership:** Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of Union membership does not revoke Union dues authorization, which may only be revoked as set forth below.
- E. **Union Dues Revocation:** Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether any employee has revoked union membership, for a period of one year from the date of the execution of the due's checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of the yearly period. Copies of employee's dues checkoff authorization cards are available from the Union upon request.
- F. **Indemnification:** The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, demands, suits, action, proceedings and other forms of liability, brought by any employee arising from any deduction made by the Employer for purposes of complying with any provision of the Article or in reliance on any notice or dues checkoff authorization card furnished under any of the provisions of the Article.
- G. **Union Representatives:** Representatives of the Union shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings.

It is understood that grievance representatives, as well as officers of the Local Union, may, while on duty, assist members in the processing of grievances and consult with the Union representatives and members in regard to contractual matters, provided that advance supervisory approval is obtained and provided such activity does not interfere with, disrupt, or interrupt normal departmental operations.

### **ARTICLE 3: NON-DISCRIMINATION**

- A. The parties hereto agree that neither the Board nor the Union shall illegally discriminate against an employee covered hereunder because of his/her membership or non-membership in the Union or his/her activities herein prescribed. The Board, the Union and each employee will cooperate fully with all applicable laws forbidding discrimination on account of race, color, religion, national origin, marital status, age, handicap, sex or political affiliation.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

- C. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or its representatives against any legal employee activity or employees acting in an official capacity on behalf of the Union for legal activities as outlined in this Agreement or specified in appropriate local, state, or federal laws or regulations.
- D. The Union, its representatives, officers and members agree not to interfere with the rights of the Employer including members of management or other employees who are not members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any legal Employer activity or members or non-members of the Union acting in an official capacity on behalf of the Employer for legal activities as outlined in this Agreement or specified in appropriate local, state or federal laws or regulations.
- E. The Employer agrees to notify the Union immediately in the event a potential, current or former member of the bargaining unit files a civil rights suit against the Employer.

#### **ARTICLE 4: HOURS OF WORK AND OVERTIME**

- A. The normal work week shall consist of five (5) days per week. Each employee shall have a schedule and each schedule shall have a regular starting and quitting time. If a normal workday falls on a Saturday or Sunday, pay shall be at time and one-half the employee's regular rate.
- B. Written notice of tentative assignment will be provided to each employee no later than ten (10) calendar days before the first day students are scheduled to begin school. No changes will be made in an employee's normally scheduled work week without agreement with the employee, advance notice to the employee, or until the employee has been given an opportunity to discuss the proposed changes with the Employer.
- C. When an employee is required to report to work at a time disconnected from his/her normally assigned hours, such disconnected time shall be subject to a two (2) hour minimum.
- D. Any employee who is scheduled to report for work and who presents him/herself for work as scheduled shall be assigned to the number of hours on the job for which he/she was scheduled to work. If work on the job is not available, the employee shall be excused from duty and paid for the hours worked at the appropriate rate -- straight time or overtime -- or a minimum of two hours, unless his supervisor has made a diligent effort to contact him/her.
- E. Overtime pay will be paid for authorized work performed in excess of forty (40) hours per week. Overtime shall be paid at the rate of time and one-half (1/2) the employee's regular rate of pay. There shall be no pyramiding of premium pay for the same hours worked. For purposes of this paragraph holidays and vacations shall be considered as time worked.
- F. Employees are required to obtain the prior approval of the Supervisor or his/her designee before working any overtime hours.
- G. Overtime work, except carry-over time, shall be distributed as equally as possible to employees within the same classification within a designated building. Bus drivers will be given extra driving opportunities pursuant to the procedures set forth in Article 36 and Appendix A of this Agreement.

On each occasion, overtime shall be offered to the employee within the same classification within a designated building who has the least number of overtime hours worked to his/her credit at that time.

If the overtime list within a designated building has been exhausted and a need for additional employees remains, then the supervisor or his/her designee will assign the overtime by offering the employee within the same classification who has the least amount of overtime hours worked to his/her credit at that time.

If the employee who is eligible for the overtime opportunity does not accept the assignment, the next employee with the fewest number of overtime hours worked, shall be offered the assignment.

This procedure shall be followed until the required number of employees have been selected for the overtime opportunity.

In the event the amount of overtime hours worked is equal among employees, the overtime will be offered in order of seniority.

If an eligible employee turns down the assignment, he/she shall be charged as if the assignment was worked. This procedure shall be followed until the required number of employees has been selected for the overtime assignment(s). The employee(s) who did not accept the assignment shall be moved to the end of the rotation list, unless a justified reason is approved by the Supervisor. The Supervisor's approval permits the employee to remain at his/her position on the rotation list. A record of overtime hours worked and/or refused by each employee shall be maintained and made available for inspection in the office of the appropriate supervisor.

- H. Food Service employees who are willing to work extra hour opportunities will notify their supervisor at the beginning of each school year. Food Service employees indicating a desire to work extra hour opportunities will be listed according to seniority within their particular building and will be assigned extra hour opportunities when his/her turn comes up. Extra hour opportunities will be offered first to employees who are not regularly scheduled for (40) hours per week. In the event an insufficient number of employees accept extra hour work the least senior Food Service employee qualified to perform the work will be assigned.

In the event this process does not fill the number of Food Service employees required for the work, the work will be offered to Food Service employees with a regular schedule of forty (40) hours per week.

- I. Overtime and work in excess of an employee's regularly scheduled hours shall be voluntary, unless otherwise determined by the Employer. There shall be no discrimination against any employee who declines to work overtime, except during emergencies. If the overtime list is exhausted without finding any employee to work the overtime, it shall be assigned to the person with the least amount of seniority who is qualified to perform the duty.
- J. Full time employees (8 or more hours) shall be entitled to two fifteen (15) minute rest periods, one to be taken each half day shift. Employees who work less than 8 hours, but 4 hours or more shall be entitled to one (1) fifteen (5) minute rest period. Employees shall write their rest periods into their daily work schedule so as to cause as little disruption as possible to the work flow, subject to change by his/her immediate supervisor. If a break cannot be taken as scheduled due to an emergency, the employee shall be allowed his/her break at the next opportunity.

**ARTICLE 5: LABOR MANAGEMENT MEETINGS**

A. In the interest of sound labor management relations, the parties shall meet from time-to-time to discuss matters of mutual concern, including issues of health and safety in the work place. The meeting can be called by either party and shall be held at mutually agreeable times and places. The Union President shall be a permanent member of the committee and may bring up to three (3) other representatives of the Union to the meetings. Management may bring up to four (4) representatives.

The party calling the meeting shall prepare an agenda, which describes each issue raised with sufficient clarity so as to allow proper advance preparation. The agenda shall be given to the other party no later than noon three (3) days prior to the scheduled meeting time. The agenda will be distributed to participants at least one day prior to the scheduled meeting time. The party presenting an issue for discussion is encouraged to discuss the issue with the appropriate supervisor prior to placing the issue on the agenda. Pending grievances may be the subject of discussions at the meeting, but will not replace the appropriate grievance hearing.

B. Within the framework of the labor management structure, there shall be a Health and Safety Committee consisting of four (4) members. One half (2 ) of the Committee shall be appointed by the Superintendent and one-half (2) shall be appointed by the Union President. The purpose of the Committee is to ensure compliance with applicable laws and regulations relating to the health and safety of employees covered under this Agreement. Representatives of other employee organizations shall be permitted to meet with the Health and Safety Committee set forth herein to coordinate District wide efforts for all employees.

Procedures regarding the conduct of the Health and Safety Committee shall be established by the Committee itself and said procedures shall comport with applicable laws and regulations.

**ARTICLE 6: HOLIDAYS**

A. All bargaining unit employees shall be entitled to the following paid holidays provided the holidays fall within their school calendar work schedule and does not result in an accumulation of extra hours or reduction of hours to their regular scheduled work week:

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

B. In the event any of the aforesaid holidays fall on Saturday, the Friday proceeding shall be observed as the holiday. In the event any of the aforesaid holidays fall on a Sunday, the Monday immediately succeeding shall be observed as a holiday. In addition to receiving holiday pay, those employees who work on a holiday shall receive time and one-half (1/2) pay for the actual hours worked.

C. For purposes of employees on unpaid leave, in order to be eligible to be paid for the holiday, it is necessary for the employee to work or otherwise be in a pay status on the work day preceding and the work day following the holiday.

## ARTICLE 7: CALAMITY DAYS-DELAYS AND EARLY RELEASES

No employee is to report to work on the first eight (8) calamity days unless notified otherwise by the Superintendent and/or his/her designee. Employees on the first eight (8) Calamity Days, and not notified to report to work, shall be paid their scheduled hours at their regular rate of pay for the Calamity Day. If so notified, the employee will be paid his/her regular rate. Only actual hours worked shall count toward overtime eligibility during weeks when calamity pay is in effect.

A building emergency is not a calamity day. Employees assigned to work at a building will report to their supervisor for reassignment.

When school openings for students are delayed for two (2) hours or more by the Superintendent or his/her designee and such delays are caused by emergency situations, all employees, except those designated by a supervisor, who normally report to work prior to 9:00 a.m. and whom are to report one (1) hour later than his/her regular starting time. Employees, who normally report to work prior to 9:00 a.m. are designated to work at the regular starting time, will be paid at the appropriate rate of pay for all hours worked, plus he/she shall receive one (1) additional hour of pay for the delay time. Employees who normally report to work at 9:00 a.m. or after will work their regular shift on delay days. Paraprofessionals will report to work following the delay schedule.

Employees, excused from work because of an early dismissal of students due to an emergency situation, will be paid at his/her regular rate of pay for all normally scheduled hours of work.

## ARTICLE 8: VACATIONS

- A. All employees of the bargaining unit who work twelve (12) months shall be eligible for paid vacations. Vacations shall be accrued as follows:

	<u>Accrual</u>	<u>Days per year</u>
0 through 7 years of service	.84 day per month	10 days
8 through 14 years of service	1.25 days per month	15 days
15 through 21 years of service	1.67 days per month	20 days
22 years of service or more	2.09 days per month	25 days

- B. Employees in active paid status one day each month shall be entitled to that months' vacation accrual in accordance with the above chart in section A of this article.

Vacation accrual shall occur prior to the end of each month.

- C. Upon separation of service, except for termination, employees shall be paid, at their current rate of pay, for all hours accrued but not used vacation time up to a maximum of 40 days. In the case of death, such compensation shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to the employee' estate.

Vacation balances may not exceed twenty-five (25) days. The treasurer's office will take a measurement of balances each July 1<sup>st</sup> and vacation days beyond the twenty-five (25) days will be forfeited.

- D. Holidays days shall not be charged to an employee's vacation leave.
- E. Employees must request vacation at least one (1) week prior to any date desired and such time must be approved by the Superintendent or his/her designee.



## **ARTICLE 9: PRIOR SERVICE CREDIT**

- A. Each employee of the Board, who had been previously employed by the Board, shall be entitled to a credit for such prior service for purposes of computing vacation time and accumulated sick leave only. Credit shall also be given for advanced placement on the pay schedule for those persons returning to the classification held during the prior service.
- B. Employees previously employed by another State of Ohio political subdivision shall also be entitled to a prior service credit for retirement, vacation and accumulated sick leave.
- C. Prior service shall mean any service with the Board or any political subdivision of the State, irrespective of whether such service was within the same department or under a grant/entitlement program.
- D. For purposes of computing vacation time, eleven or twelve months of employment for one hundred twenty (120) days or more of service in a school year for a school district shall constitute a year of service.
- E. The Superintendent, in his/her discretion, may grant advance placement on the pay schedule based on his/her determination that a new employee has had prior experience with another Employer which would be beneficial to the Board.

## **ARTICLE 10: SICK LEAVE**

- A. All employees of the bargaining unit shall be entitled to accrue one and one quarter (1.25) work days sick leave with pay for each completed month of service with the Board. Each employee can accumulate sick leave up to 245 days.
- B. Employees may use sick leave for absence due to the following:
  - 1. Illness or injury of the employee or a member of his immediate family.
  - 2. Medical, dental, or optical examination or treatment of employee. Paid time off hereunder shall not be used by employees for attendance with members of the immediate family unless otherwise approved in advance by the employee's immediate supervisor. To the extent possible, appointment shall be made at times other than during work hours. Fraudulent use of such leave may result in disciplinary action and/or loss of pay.
  - 3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at this job would jeopardize the health of others.
  - 4. Pregnancy and/or childbirth and other conditions related thereto.
- C. Definition of immediate family; shall mean spouse, domestic partner, children, mother, father, brother, sister, grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandchild, legal guardian or other person who stands in the place of a parent, or any other dependent or relative living in the same household as the employee. For purposes of this Article, "domestic partners" are two individuals who share a regular and permanent residence, who have a committed personal relationship (for at least six months), who can demonstrate financial interdependence, and who are not related by blood, legally married, nor in a domestic partnership with anyone else.

- D. An employee shall be charged for sick leave for only days upon which he would otherwise have been scheduled to work. Sick leave payment shall be equal to the normal scheduled work day or work week earnings.
- E. The employee shall indicate their use of sick leave via the kiosk system. If medical attention was required, the Employer may request a certificate from a licensed physician stating the nature of the illness.
- F. An employee who transfers from a public agency to the Board, or who has prior service with a public agency, shall retain credit for any earned but unused sick leave from the previous agency so long as he is employed by the Board and providing the cap on the sick leave accumulation is not exceeded.
- G. Sick Leave Abuse

The Employer can require medical verification and/or take disciplinary action if excessive use of sick time is suspected and proven.

Examples would include:

Patterned use of sick leave (i.e. every Monday or Friday)

Consistent use of sick leave (i.e. Every Tuesday)

Consistent use of hours as they are accrued

Limited or no sick leave on the books consistent with seniority or without a verifiable serious illness of the employee or family member (time taken off for FMLA would not apply).

Calling off on days when vacation was previously denied.

To avoid unnecessary discipline and provide the appropriate number of employees to complete the work employees should receive coaching/counseling if sick leave abuse is suspected.

H. Attendance Incentive

An employee will be eligible for one and/or both attendance incentive categories for not using sick leave, personal days, or unpaid days. The following guidelines/incentives will be available for perfect or near perfect attendance:

- Two hundred dollars (\$200) cash to the individual net of board share of payroll taxes if zero (0) or one (1) day is missed during July 1 through December 31 each school year; paid out in March
- Two hundred dollars (\$200) cash to the individual net of board share of payroll taxes if zero (0) or one (1) day is missed during January 1 through June 30 each school year; paid out in October

**ARTICLE 11: SEVERANCE PAY**

- A. An employee may elect to receive, at the time of retirement, a lump sum cash payment for severance pay equal to the value of twenty-five percent (25%) of accumulated, but unused sick leave up to the maximum set forth and in accordance with the provisions of paragraph B herein.
- B. The maximum days of severance pay shall be sixty (60) days.
- C. In order to be eligible for the severance pay set forth herein, the employee must have a minimum of five (5) years of service in the District immediately preceding the date of retirement.

- D. In case of the death of an employee otherwise eligible for severance pay as set forth in this Article, the severance pay will be paid to the beneficiary as designated on the District's Life Insurance Program for that employee.

**ARTICLE 12: PERSONAL LEAVE**

- A. All employees in the bargaining unit shall be entitled to three (3) work days of personal leave, with pay, each school year. Personal leave shall be granted upon approval of the immediate Supervisor.
- B. Newly hired employees in their first year of employment shall be granted business emergency leave on the following schedule:

Hire date between July 1 and October 1	three (3) days
Hire date between October 2 and January 1	two (2) days
Hire date between January 2 and April 1	one (1) day
Hire date after April 1	none (0) days

- C. The employee shall request said leave via the kiosk system at least five (5) work days in advance of the leave.

Employees who can't provide the five (5) work days in advance notice shall submit the form to their immediate supervisor upon their return to duty. For requests made at least five (5) work days in advance, approval or denial of the request will be communicated to the employee not less than twenty-four (24) hours prior to the start of the leave. The Parties agree to review the time for approval or denial in Labor/Management process and leave open the possibility such review might result in expanding the twenty-four (24) hour minimum.

- D. Any personal leave not used in a school year (non-twelve-month employees) or in the twelve months period July 1 to June 30 (twelve-month employees) will be converted to sick leave days for the following year.
- E. Bus Drivers and Food Service employees working less than six (6) hours per day shall receive personal leave in proportion to the number of hours worked on a regular daily schedule. For example, a bus driver working a regular schedule of four (4) hours per day will receive a total of twelve (12) personal leave hours per year.
- F. It is understood that personal leave days are to be used only for the reason(s) presented to the supervisor for approval. Personal days are not to be granted immediately before or after holidays or during the first two or last two weeks of the school year. (Unusual circumstances will be considered by the Superintendent.) Time off for doctor and dental appointments will be deducted from sick leave. Employees are urged to make all such appointments at times other than during work hours whenever possible. Fraudulent use of personal leave may result in disciplinary action and/or loss of pay.

**ARTICLE 13: APPLICATION FOR LEAVE OF ABSENCE**

- A. A leave of absence without pay or fringe benefits may be granted to employees in the school system after three or more years of service with the Employer for illnesses that do not qualify for disability, and for maternity reasons as explained under that section of the Agreement.

A leave of absence for personal reasons, for a short term, will be granted for good reasons with the approval of the Superintendent of Schools, long-term leave of absence for personal reasons will be considered by the Board of Education upon the recommendation of the Superintendent, if the request for leave is accompanied by a waiver of the Board's share of retirement benefits that would accrue during the effective dates of the leave of absence. All leaves will be for no more than the balance of the school year, and will then be granted only on condition that a proper replacement can be employed.

Employees on leave of absence that would extend past April 30 of any year must notify the Superintendent by April 1 of their intention either to return or not to return to service at the expiration of the leave.

Medical Leave of Absence – Any employee who has exhausted his/her sick leave and is unable to return to work due to illness or injury shall be entitled to Medical Leave of Absence in accordance with Ohio Revised Code, Section 3319.13.

The employee shall be required to provide a physician's statement regarding the continued physical disability or illness of the employee. The employee may continue in the group insurance plan providing he/she pays the applicable monthly premium. An employee may return to work prior to the expiration of the leave providing a physician certifies that he/she is physically able to return to work and they provide a week's written notice. The Employer may offer temporary light duty to an employee who is unable to perform his/her regular job. If a physician certifies that the employee is physically able to perform the light duty, the employee shall be obligated to return to work and perform the light duty work offered by the Employer.

#### **ARTICLE 14: MATERNITY LEAVE**

- A. The Board will grant maternity leave; however, every case must be considered individually. A conference will be held between the employee, the principal, supervisor, and/or the Superintendent. The final determination will be made from the information submitted by the employee's physician, using the following guidelines:
1. A doctor's certificate must be presented to the Superintendent certifying that the employee is physically and emotionally able to continue until the date of leave. A second doctor's certificate must be presented to the Superintendent before the employee returns to duty.
  2. An employee has the option of using paid sick leave, accumulated vacation, unpaid leave of absence or any combination of these leaves during the maternity leave of absence provided she is physically unable to perform the duties of her classification.

#### **ARTICLE 15: MILITARY LEAVE**

- A. Employees shall be granted military leave of absence in accordance with Ohio Revised Code, Section 5923.05.

#### **ARTICLE 16: JURY OR WITNESS DUTY**

Permission to be absent from school for jury duty shall be granted by the Superintendent or his/her designee upon written notice of the bargaining unit member receiving a summons and/or being selected for jury duty. Notification should include the dates, time and court where duty is to be served.

The full pay of the bargaining unit member shall be allowed for such service upon receipt and deposit of jury duty payment to the district.

The bargaining unit member is required to call in his/her absence for a substitute when he/she is to serve jury duty. Time taken off for jury duty shall not be charged against sick leave accumulation. In the event that jury duty has been cancelled on the day of service, bargaining unit member will be expected to report to work at or before 9:00 a.m. in order to be eligible for his/her regular daily wage.

#### **ARTICLE 17: FUNERAL LEAVE**

In the event of the death of an employee's spouse, domestic partner, children, mother, father, brother, sister, grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandchild, niece, nephew, legal guardian or other person stands in the place of a parent, or any other dependent or relative living in the same household as the employee, any employee covered by this Agreement shall be granted up to three (3) days paid leave of absence to attend funeral services. Any employee shall receive one (1) day of paid funeral leave for the death of an aunt or uncle.

- A. If funeral leave is needed beyond the three (3) days limit, a request may be made to the Superintendent and, if granted, said leave shall be charged against the employee's sick leave accumulation, if any, or the employee may apply for a short term leave of absence without pay.
- B. In the event the funeral is located more than three hundred (300) round trip miles from the City of Fostoria, one (1) additional funeral day, not chargeable to sick leave, may be granted for the purpose of attending the funeral.

If a funeral leave is for the death of someone other than those listed above, said leave shall be charged against the employee's business emergency leave, if approved by the immediate Supervisor.

#### **ARTICLE 18: LEAVES FOR UNION OFFICIALS OR DELEGATES**

- A. The Union shall be entitled to a total of three (3) noncumulative professional days each school year for the purpose of sending delegates to the Union assemblies. These days shall be with pay and shall not be charged to any other leave, or count against the sick leave incentive bonus referenced in Article 10 (H). Personal leave days, and/or vacation may be used to supplement Union leave.

#### **ARTICLE 19: SENIORITY**

- A. Seniority, except as otherwise provided in this Agreement, shall be an employee's uninterrupted length of continuous service with the Board. Seniority shall be frozen for an unpaid absence of forty (40) consecutive work days or more. During such long-term absence, no additional seniority shall be gained.
- B. As soon as feasible after the signing of the Agreement and each July thereafter the Employer shall provide the Union with a copy of a current seniority list. The Union shall meet with the Employer to review the list whenever necessary to correct any changes or errors in the list. The seniority list shall be made up by classification and shall contain, in order of seniority, the name, division, department, and date of hire of each employee.

Seniority shall be broken when an employee:

1. has his/her employment terminated, voluntarily or involuntarily;
2. fails to notify the Employer of his/her intention to return to work within five (5) calendar days from the date on which the Employer sends the employee notice of recall from layoff, and he/she fails to return to work within fourteen calendar days of such notice. Notice shall be sent to the employee's last known address as shown in the Personnel Records.

## **ARTICLE 20: VACANCIES**

- A. All classification vacancies in the bargaining unit (both full-time and part-time) shall be made known to the existing staff as soon as these vacancies become known. Notices shall be posted on the bulletin boards of all schools when school is in session, and at the Central Administration Building at all times for a minimum of five (5) working days, except in emergency situations. When a staff member who plans to retire or resign has sufficient reason for requesting that the vacancy not be announced before a specified time, that request will be honored.
- B. The posting of vacancies or recommended new classification shall occur prior to the interviewing of any applicant for a specific full-time or part-time classification and prior to the solicitation of applicants from outside sources. Such postings shall include classification/position title, rate of pay, hours of work and minimum qualifications, if applicable. The term "solicitation" used in this paragraph is designed to mean action on the part of the administration to seek applicants, rather than applicants seeking a position.
- C. This policy is intended to communicate with the staff as fully as possible on classification vacancies and does not, nor should not; restrict the administrative staff in emergency situations. Members of the existing staff who are interested in any vacancies shall submit a written statement indicating the classification desired and their qualifications within five (5) working days after the posting.
- D. Employer shall select the senior most qualified employee who has bid on the position established by the Board. Any employee so selected will be placed on the appropriate pay level of the new position. If the employer determines that two or more applicants are equally qualified for the position, the employer shall use seniority within the department as the determining factor. If no applicant meets Board established qualifications, outside applicants will be sought.

In the event an employee is promoted to a higher rated classification, he/she will be placed on the step of the new classification that has the rate closest to, and greater than, the rate he/she was previously receiving. If an employee moves to a lower rated classification, he/she will be placed on the step of the new classification that has the rate closest to, but less than, the rate he/she was previously receiving.

## **ARTICLE 21: LAYOFF AND RECALL PROCEDURE**

- A. In the event that a layoff is necessary, the Employer shall provide at least a fifteen (15) calendar day notice to the Union of the intent to layoff bargaining unit employees.
- B. Order of Layoff – In the classification selected for layoff, employees shall be laid off and have displacement rights in the following order:

1. Part-time temporary/seasonal employees
2. Full-time temporary/seasonal employees
3. Initial probational employees
4. Part-time permanent employees
5. Full-time permanent employees

Layoffs shall occur within each active job classification by classification seniority. If an employee's classification seniority permits, such employee(s) who has been laid off shall be allowed to move to a lower rated classification in the following manner.

1. Fill an available vacancy in the same classification provided he/she is physically and technically qualified for such position.
2. Displace the least senior employee in the same classification provided he/she is physically and technically qualified for such position.
3. Displace the least senior employee in a classification last held utilizing district seniority provided he/she is physically and technically qualified for such position and currently possesses any required certificates or licenses.
4. If unable to displace another employee under 2 or 3 above, utilizing in series, cumulative seniority, displace another employee in a lower rated classification or position title within a series, whether or not such employee previously held such classification or position title in the lower rated classification or position title provided he/she is technically qualified for such position. Cumulative in-service seniority shall govern the relative seniority among the affected employees under this sub-paragraph.
5. If unable to displace another employee under 2, 3, or 4 above, utilizing District seniority as defined in Article 19, displace a lower rated employee with less District seniority in one (1) of the four (4) classifications set forth below. The employee exercising bumping rights hereunder shall displace the employee with the least amount of District seniority, provided however, where the bump encompasses a group of employees the bumping rights hereunder shall be exercised in order of seniority with the most senior employee eligible to exercise bump rights hereunder having first choice of bump and continuing through those laid off.

Paraprofessionals  
 Food Service I  
 Food Van Driver  
 Seasonal Grounds

C. For the purpose of this section, the following job classifications within the series set forth below shall be recognized:

<u>I. Transportation</u>	<u>II. Custodians</u>	<u>III. Food Service</u>	<u>IV. Paraprofessional</u>
Bus Mechanic	Maintenance	Food Service Team Leader	Paraprofessional
Bus Drivers	Head Custodian	Food Service II	
	Custodian	Food Service I	
	Seasonal Grounds	Food Van Driver	

- D. Employees who have been laid off hereunder shall be responsible for providing an up-to-date mailing address to the Treasurer for recall purposes. Failure to respond to a recall notice sent to the employee's last known address within five (5) calendar days of the certified mailing shall result in the loss of recall rights. Recall rights shall also be forfeited if the employee refuses to accept the position to which the employee has been recalled.
- E. No new hires in vacant classifications covered hereunder shall be made until employees on the applicable recall lists have been given an opportunity for recall.
- F. Employees who have been laid off shall have the right of restoration in the reverse order of their layoff, provided he/she has the minimum qualifications to perform the duties of the classification/position in which he/she is recalled. Recall rights shall be for a period not to exceed twenty-four (24) months from the last day worked.

## **ARTICLE 22: DISCIPLINE AND DISCHARGE**

- A. Disciplinary actions or measures shall include but not be limited to the following:

- Oral Reprimand
- Written Reprimand
- Suspension - Maximum of 30 days (notice given in writing)
- Discharge - (notice given in writing)

A demotion in classification may be substituted by the Employer in place of a suspension or a discharge; a disciplinary transfer may be made in lieu of an oral or written reprimand. Discipline shall be uniformly applied using a progressive disciplinary procedure, where appropriate.

- B. Disciplinary action may be imposed upon an employee only for failure to fulfill his/her responsibilities as an employee. Suspensions of less than ten (10) days and lesser disciplining actions may be administered by the Superintendent or his/her designee.
- C. No discipline of record shall be given to any employee until the employee has read the written statement and had an opportunity to attach a statement of explanation or rebuttal; or if the employee so desires, be given a hearing. At such hearing, the employee may have Union representation. The employee will be asked to sign the disciplinary report to signify knowledge of the statement only. The signature will not be interpreted to signify acceptance or denial of guilt of the charges or statement.
- D. Upon request by the employee, records of oral and written reprimands shall be removed from an employee's record twelve (12) months from the date of the offense and records of suspensions shall be removed from an employee's records two (2) years from the date of the offense.
- E. The Employer shall not discipline or discharge any employee without just cause. Any disciplinary action may be appealed through the grievance procedure. Steps of the grievance procedure may mutually be waived in order that the grievance may be filed with the person issuing such disciplinary actions.



## **ARTICLE 23: GRIEVANCE PROCEDURE**

### **A. Definition**

A grievance is defined as a claim involving the alleged violation, misinterpretation or misapplication of a specific article or section or of this Agreement.

The parties to this Agreement recognize the value of resolving issues at the earliest possible time and at the lowest possible level, when appropriate, before resorting to the grievance procedure.

If the employee/Local fails to file or proceed with a grievance according to the timelines, the grievance is deemed withdrawn. If the Employer fails to respond according to the timelines the grievance will be automatically moved to the next step in the grievance procedure.

### **B. Step I - Informal Procedure (Immediate Supervisor)**

If an employee believes there is a basis for a grievance, he/she may, within seven (7) working days, present the alleged grievance to his/her immediate supervisor, by conference, outside working hours, in an effort to resolve the alleged grievance informally. If the employee does not present the alleged grievance to his/her supervisor within the seven (7) working days after he/she knew of the act or conditions on which the alleged grievance is based, the alleged grievance shall be considered waived. A notation shall be signed and dated by both parties in interest that a conference regarding the alleged grievance was held. Copies shall go to each person involved.

Within seven (7) working days after presentation of the alleged grievance, the immediate supervisor shall give his/her disposition orally to the employee.

### **C. Step II - Formal Procedure (Immediate Supervisor)**

If, as a result of the informal discussion in Step 1, the employee believes that a grievance still exists, he/she may submit, within seven (7) working days of the disposition in Step I, a written grievance to the immediate supervisor, showing the date of alleged grievance, a statement of the nature of the alleged grievance, the section of the agreement allegedly violated, and the relief sought. Within seven (7) working days of the receipt of the grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall indicate his/her written disposition of the grievance within five seven (7) working days after such meeting.

### **D. Step III - Formal Procedure (Superintendent)**

If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made, the Union may within seven (7) working days of receipt of the disposition in Step II, appeal the grievance disposition to the Superintendent. Within seven (7) working days of the receipt of the appeal, the Superintendent or his/her designated representative shall meet with the grievant. Within seven (7) working days of this meeting, the Superintendent or his/her designee shall indicate his/her disposition in writing.

### **E. Step IV – Mediation**

Either party may request mediation within 10 days after the receipt of the Superintendent's answer to Step III. Both parties must agree to the mediation. If both parties do not agree to mediate or if no mutually agreeable settlement is reached in mediation the parties may proceed to arbitration. Mediators may be selected from FMCS or SERB. If agreement cannot be reached on the mediation service to be used, the nonmoving party will choose the mediator. Proceedings from mediation cannot be used as evidence in arbitration.

F. Step V Arbitration

If the grievance is not settled to the satisfaction of the Union at Step IV, the Union may request arbitration. Within seven (7) working days after notice requesting arbitration has been served on the Employer, the parties shall request and split the cost of the Federal Mediation Conciliation Service to submit a panel of five (5) arbitrators from which the Employer and the Union shall select an arbitrator by using the alternative strike method of selection. The decision of the arbitrator shall be final and binding on the grievant(s) and both parties. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. Cost of the arbitration proceeding shall be borne by the losing party.

G. Additional Information:

1. If an employee desires to discuss a personal complaint with his/her immediate supervisor, he/she may do so without recourse to the grievance procedure.
2. Administrative personnel shall have the right to have a representative present at all levels of this procedure (Steps I - IV).
3. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
4. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
5. All notices to the grievant(s) of hearings and disposition of grievances shall be hand delivered and an initialed receipt shall be given to the carrier by the receiver or sent by regular U.S. Mail, postage prepaid.
6. "Working days" as used herein shall mean school work days.
7. A copy of all written decision resulting from a grievance shall be given to the Union President.

**ARTICLE 24: BULLETIN BOARDS**

- A. The Employer shall provide bulletin boards for Union use in the following work areas: Central Office, kitchen, bus garage, receiving center, custodial office and other designated areas in each building.

**ARTICLE 25: WORK RULES**

- A. The establishing of work rules is a managerial right. Any changes in rules will be subject to negotiations upon request by the Union.
- B. When existing work rules are changed or new rules are established, the rules shall be posted on appropriate bulletin boards for a period of ten (10) work days before becoming effective, unless circumstances do not allow the ten (10) day posting time. Copies of any written work rules will be sent to the Union and said rules shall be available in the files of the appropriate supervisor.

**ARTICLE 26: CONFORMANCE TO CLASSIFICATION OF DUTIES**

- A. The assigning of employees is a management right. Employees must be assigned in order that the work can be done. Job Descriptions shall be established for all employees.
- B. In the event of an absence of an employee when the Employer advances an employee and assigns him/her to another classification, that employee shall receive the pay rate of the higher classification that is closest to and greater than, the rate he/she receives in the lower rated classification. This paragraph shall not be in effect unless the assignment to the higher classification is for one (1) hour or more.
- C. In the event an employee is permanently assigned to a lower rated classification and is to work outside of his/her regularly assigned hours, he/she shall be paid at the pay scale applicable to the lower rated classification. The pay rate within the pay scale that will be paid for the “additional” assignment shall be at the step that corresponds with the employee’s District seniority.
- D. There shall be a probationary period of ninety (90) school calendar days for employees new to any classification. During this period of time, the employee newly appointed to a classification may be removed from that classification and returned to the classification previously held at the discretion of the Employer. During this period of time, the employees shall be evaluated every thirty (30) school calendar days.
- E. There shall be an initial hire probationary period of ninety (90) school calendar days. During this period of time the employee shall be evaluated every thirty (30) school calendar days. The employer may extend an initial hire probationary period an additional thirty (30) school calendar days upon notification to the Union of extension and explanation of necessity to do so.

**ARTICLE 27: HEALTH AND WELFARE**

- A. COMPREHENSIVE MEDICAL BENEFITS  
There shall be a plan of comprehensive medical benefits coverage for each employee on a non-duplicating basis, with coverage for full and part-time employees as per the Schedule of Benefits hereinafter set forth. Other terms and conditions of the coverage are as set forth in the Group Benefit Plan Booklet.
- B. DENTAL INSURANCE  
Employees hereunder shall be eligible to enroll in the Dental Insurance Plan that is in effect on the effective date of this Agreement.
- C. HEALTH CARE PREMIUMS  
The Board and employee’s monthly contributions for the cost of the comprehensive medical benefits coverage shall be as follows for employees contracted 30 or more hours per week:

<u>Effective</u>	<u>Amount Paid by Employee</u>	<u>Amount Paid by Board</u>
July 1, 2019		\$1,344 Family/\$644 Single
July 1, 2020		\$1,411 Family/\$676 Single
July 1, 2021		\$1,481 Family/\$710 Single
Less than 30 per week*	100% Family Plan 100% Single Plan	

\*For employees who were receiving Board provided health insurance during the 2013-2014 school year and who worked fewer than 30 hours, the Board shall pay \$1,280 per month toward the family plan and \$613 toward the single plan. These employees must remain on the same plan (single/family) that they were on during the 2013-2014 school year.

Payment in Lieu of Medical Insurance – Any employee who is currently receiving Board medical insurance and elects to decline coverage shall be eligible for the following:

- A. An employee eligible for family coverage may decline Board medical insurance and receive \$2,000 divided into two equal semi-annual payments.
- B. An employee eligible for single coverage may decline Board medical insurance coverage and receive \$1,000 divided into two equal semi-annual payments.
- C. Any employee who has elected to participate in this insurance option and during the year loses insurance coverage through divorce, death, job loss, layoff, or any event outside the employee’s control which causes loss of insurance shall be provided Board insurance coverage upon notification of the district Treasurer.
- C. For purposes of this provision a year shall run from January 1 to December 31.
- D. Any employee electing to take this insurance option shall receive half payment prior to June 30 and shall receive the second prior to December 30.
- E. The payment shall be made automatically to the employee without the requirement of notification to the Board of any employee’s desire to participate in these options; however, should the employee re-enroll in the insurance program subsequent to the provisions in item “C” above or during the annual open enrollment period the payment-in-lieu shall be forfeited for the current six-month period.

D. DENTAL PREMIUMS

The Board and employee’s monthly contributions for the cost of dental insurance:

<u>Hours per Day</u>	<u>Amount Paid by Employee</u>	<u>Amount Paid by Board</u>
6	0 %	100%
4-6	25 %	75 %
Less than 4	100 %	0 %

E. LIFE INSURANCE

A group life insurance and accidental death and dismemberment plan will be provided for classified employees, fully paid for by the Employer, as specified below and after an employee has served a ninety (90) day probationary period and has been employed by the Employer as a regular employee.

<u>Employee normally scheduled to work</u>	<u>Policy Amount</u>
Six hours per day or more	\$ 25,000
Four to six hours per day	\$ 15,000
Less than four hours per day	\$ 10,000

An employee must be working for the Employer in order to be eligible for the life insurance benefit. An employee on leave of absence shall not be eligible for such benefit until he/she has returned to an active working status.

#### **ARTICLE 28: TRAVEL PAY**

- A. Any employee required to travel between schools to work at two (2) or more different locations within a department shall be paid mileage for the use of their personal car at the rate established by the Internal Revenue Service for each mile driven between said schools. Only travel authorized by the appropriate supervisor shall be paid. Travel must be documented on the prescribed form furnished by the Treasurer. Employees commuting to and from work shall not be eligible for travel pay.

#### **ARTICLE 29: PERSONNEL RECORDS**

- A. No personnel or personal information about an employee shall be made available to any person or agency without written authorization by the employee unless required by law. In such case, the employee shall be notified of the information that is made available. This does not apply to administrative and office personnel who prepare copies and use of the information for required reports.
- B. Upon request and proper identification of an employee, the Fostoria City Schools will:
1. Inform the employee of existence of any personal information in the system about him.
  2. Permit the employee, his attorney or Union representative upon the presentation of a signed written authorization from the employee, to inspect all personal information in the system of which he is subject.
  3. Inform the employee about the types of uses made of information in the system, including the identity of the users usually granted access to the system, and
  4. Allow the employee, exercising his right to inspect the personal information in the system of which he is the subject, to be accompanied by a person of his choice.
- C. The employee does not have the right of access to medical, psychiatric or psychological information that has been determined by the physician, psychologist or psychiatrist to have an adverse effect on the person. The information will be disclosed to the employee's personal physician, psychologist, or psychiatrist, or to an attorney presenting a signed written authorization by the employee, but will not disclose it to the employee himself.
- D. If an employee disputes the accuracy, relevance, timeliness or completeness of information on him/her, he/she may request the Fostoria City School District investigate the current status of the information within a reasonable time of receiving the request, and make a reasonable investigation to determine if the disputed information complies with the provisions of the law.
- F. An employee shall have the right to place a written rebuttal to any item or items placed in his/her personnel file.
- G. Copies of any information shall be provided to the employee upon written request to the Superintendent or his/her designee. The employee will reimburse the Treasurer for the cost of copies.
- H. An employee requesting information from his file to be forwarded to another person or agency must provide written authorization in advance of the release of such information, and may be asked to pay for the cost of copies to be sent.
- I. All personnel who have authorized access to the personnel information system files shall perform their duties in compliance with ORC 1347.01 through 1347.07 as amended.

**ARTICLE 30: CONFERENCE MEETINGS**

- A. Anytime the Employer, or his representative, conducts a conference or meeting which the employees are required to attend, said meeting shall be conducted at a time that is most appropriate for everyone concerned. When possible, meetings will be held during the employee's normal working hours, or at least partially during working hours. Employees not on duty at the time of the meetings will be expected to attend unless excused by the appropriate supervisor. The time of the meetings will be set based upon the ability to complete the work necessary to be completed by a specified time. If it is necessary to call a meeting after regular working hours, the meeting will be called for immediately after the regular work shift if at all possible. Meetings will be with pay for required after hours meetings only. No pay will be given for those who do not attend. Those without valid excuse shall face disciplinary action for missing the meeting.

**ARTICLE 31: AFSCME WORKSHOP**

- A. The Employer shall permit all employees of the bargaining unit, without loss of pay, to attend a workshop to be held on the same day as the Teacher's Workshop and at a Fostoria School.
- B. The purpose of said workshop shall be to present programs aimed at improving work efficiency and safety and other programs pertinent to the work of the school. The meetings will be planned and conducted by management representatives in cooperation with employee and Union representatives. The meetings may be for a part of or a full day. If the meeting is for a part of a work day, employees agree to work for the balance of the work day as required.

In order to be paid, employees must register at the beginning of the meeting and sign out at the end of the meeting. A record of those attending will be submitted to the Treasurer on the next scheduled work day.

**ARTICLE 32: PHYSICAL EXAMINATIONS**

- A. The Employer agrees that if any employee is required to take a physical examination mandated by his/her employment or position with the Employer; the Employer will pay for such examination. Said physical examination will be conducted by State regulation.

**ARTICLE 33: EMPLOYEE BONDING**

- A. Any employee required by the Employer to transport or handle school moneys shall be covered by a blanket bond at the expense of the Fostoria Board of Education.

**ARTICLE 34: STUDENT MEDICATIONS**

- A. No member of the bargaining unit, except those who have been adequately trained by the school nurse or other medical personnel, shall be responsible for or required to pass or administer medications to students except in cases of emergency. The above-mentioned training shall be provided when employees are not in care students.

**ARTICLE 35: SCHOOL BUS ROUTES**

- A. School bus routes shall be determined by August 1 of each year. Routes will be rebid pursuant to Article 20 every third year with 2019 being the first year. Routes shall be defined and bid by the route area/name and hours assigned to the route.

- B. When routes are established and assignments made, a conference will be held with each bus driver to discuss the routes. Bus drivers agree to follow the routes as specified unless changes are authorized by the Supervisor of Transportation. Suggestions from drivers are always welcome regarding the safety and efficiency of each route. At the end of each school year, bus drivers agree to complete and submit to the Superintendent or his/her designee a written route evaluation form and also report for an evaluation meeting with the Superintendent or his/her designee.
- C. If a change in assignments is necessary, it shall be accomplished by offer to the most senior employee. In the event the most senior driver refuses, it shall be offered to the next most senior driver and so on. In the event no driver accepts the assignment, a substitute shall be assigned.

**ARTICLE 36: FIELD TRIPS / SHUTTLES**

- A. Drivers will be listed according to seniority and will be offered a field trip when his/her turn comes up, in accordance with Appendix A attached to this agreement. If a driver turns down a trip offered more than twenty-four (24) hours prior to the start of the trip, he/she shall be moved to the end of the list. In the event the field trip was offered twenty-four (24) hours or less prior to its start time, driver(s) refusing shall remain at the top of the list to be called first at the next opportunity for a field trip.

A record of field trips worked and/or refused by each employee shall be maintained and made available for inspection in the office of the bus supervisor. There shall be no discrimination against any employee who declines field trips except during emergencies. If the field trip list is exhausted without finding any employee to work it shall be assigned on a rotation-basis, starting with the least senior driver.

- B. A bus shuttle is a bus trip that the destination is within school district boundaries. Shuttles shall be an add-on to an existing regular route, not applicable to the two (2) hour minimum. Shuttles shall be assigned to the most senior driver available during the requested time, if the shuttle does not require the driver to work overtime. If the drivers are unable to complete the shuttle the supervisor has the right to assign a shuttle in the most cost-effective manner.

**ARTICLE 37: COMMERCIAL DRIVER'S LICENSE AND SCHOOL BUS DRIVER CERTIFICATION**

- A. The Board will reimburse a bus driver applicant for the cost of taking any commercial driver's license test administered by the State if the applicant successfully passes the test that was taken and if the applicant successfully obtains a commercial driver's license. The Board will also reimburse the bus driver for the cost of the fee for obtaining the commercial driver's license.

Should the driver voluntarily or involuntarily terminate his/her employment for reasons other than retirement or layoff within two (2) years following his/her passage of the CDL requirements, said driver shall reimburse the Board for all costs incurred in regard to the obtaining of the license. Such reimbursement shall be via payroll deduction from the employee's final paycheck. Employees who fail to obtain or retain the CDL shall be eligible to bid on vacancies or to apply for a leave of absence without pay.

- B. It shall be the employee's responsibility to maintain a current Commercial Driver's License (CDL) and School Bus Certification. If the employee fails to maintain these standards, the employee will be placed in an "unpaid" status until all licensing and certification have been completed. Failure to secure certification within 90 days will result in the employee being terminated. At the beginning of each school year, Transportation Supervisor will provide bargaining unit members with notice indicating whose Commercial Driver's License (CDL) and School Bus Certification is to expire within the current school year.

#### **ARTICLE 38: SUCCESSOR CLAUSE**

- A. The Board of Education shall follow the law in case of consolidation; merger, transfer, or assignment of the Fostoria City School District as far as the provisions of this Agreement is concerned.

#### **ARTICLE 39: SAVINGS CLAUSE**

- A. Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific proposal affected by the decision. The representatives of the Board of Education and the Union shall meet within a reasonable time to discuss an alternate solution.

#### **ARTICLE 40: JOB DESCRIPTIONS**

- A. It is agreed that job descriptions shall be developed for each classification, or if appropriate, for each employee in the bargaining unit.
- B. Job descriptions shall be developed in cooperation with employees who will be consulted and who will be given an opportunity for input regarding their various duties.
- C. The Union shall be given a copy of all job descriptions and said job descriptions shall be made available to each employee upon request.
- D. The job descriptions will serve as beginning documents which shall be further developed and/or improved as needed.
- E. The Employer will welcome suggestions from employees which will improve the understand of the duties necessary to be performed by each employee.
- F. Should an employee's essential duties, as listed in the job description change, the member and the Union will be notified.
- G. The Union will have five (5) working days to request a meeting with the employer to discuss such changes prior to implementation.



## **ARTICLE 41: SERS "PICK-UP"**

- A. The Board shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 83-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory School Employees Retirement System of Ohio contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the School Employees Retirement System of Ohio increased thereby.
- B. The continuance of this Board policy is subject to its continuing legality in regard to Internal Revenue Service Rulings, Attorney General Opinions, or State Employee Retirement System Regulations. This policy applies without exception to all non-certificated personnel (including the Treasurer) contributing to the School Employees Retirement System in the Fostoria City School District. Employees covered under this policy are individually responsible for making adjustments to tax-sheltered annuities, which may be necessary in order to comply with Section 403(b)(2), and any other related sections in the Internal Revenue Code.

## **ARTICLE 42: PARAPROFESSIONALS ASSIGNMENTS**

- A. Core assignments will be defined for purposes of this Article as all non-clerical duties performed by paraprofessionals. Specific duties include but are not limited to:

All direct student contact  
Noon duty, including covering building secretarial lunches  
Bus Paraprofessional duty

Paraprofessionals shall maintain the position they bid the previous year. The position will be rebid, pursuant to Article 20, when there is a reduction in hours of two (2) or more per day from the previous year, if the reduction causes the hours to be below thirty (30) hours per week or a permanent vacancy exists.

Core Assignments may be available when an employee leaves a core assignment (quits, retires, termination, or switches to another core assignment) or a new core assignment is created.

Paraprofessionals will be given the opportunity through Annual Preference Notification Sheets to make the administration aware of a position they would be interested in filling if available.

When a Core Assignment becomes available at the conclusion of school year the administration will review Annual Preference Notification Sheets for employees interested in available position and after considering seniority the most qualified candidate will be assigned. Final approval for paraprofessional assignment will be made by the Superintendent or his/her designee. Paraprofessionals who have been in their current assignment for fewer than two (2) school years will be ineligible to bid on an available core assignment unless permission is granted by the Superintendent.

Core assignments that become available during the school year may be filled with a substitute. Elimination of a Core Assignment will be handled pursuant to Article 21 of this Agreement.

- B. Paraprofessionals will attend Waiver/In-Service Days to acquire in-service hours required for District compliance.

**ARTICLE 43: MISCELLANEOUS**

- A. In the event the Employer requires employees to wear uniforms, the district agrees to enter into negotiations for the cost of uniforms to the employees.
- B. In the event of a layoff, Union table officers and chief steward shall be last to be laid off.
- C. The parties agree to equally share the cost of reproducing the Agreement.
- D. Union President shall be notified of appointments and promotions in the bargaining unit.
- E. The Board shall not subcontract with another Employer if such work which is being done by present employees results in the loss of bargaining unit positions or regular hours of work. In the event employees are on layoff, the Employer will notify the Union of any potential subcontracting, and if requested, meet with the Union to review the impact of bargaining unit employees performing the work.

**ARTICLE 44: EDUCATION REIMBURSEMENT**

- A. Employees shall be eligible for reimbursement of tuition actually paid by them to a maximum of \$400 per year for successful completion of course work related to their job, with a unit maximum of \$7,500 per year.
- B. Application for reimbursement must be made in writing at least ten (10) days prior to the start of the course work along with appropriate documentation.
- C. Successful completion shall be defined as a grade “B” or “Pass” for pass/fail courses.
- D. Reimbursement to eligible participants will be made no later than September 30 contingent upon employment as of the date payment is made.

**ARTICLE 45: PAYROLL**

- A. Paycheck Option - All employees shall be direct deposit and have e-mail notification of their pay.
- B. Specific payday dates shall be published at the beginning of each school year. All employees shall have their pay stretched over twenty-four (24) equal pays.
- C. Each employee participating in direct deposit shall have a maximum choice of five (5) financial institutions or five (5) accounts within a financial institution in which to direct deposit monies.
- D. Employees, upon written authorization, may have miscellaneous deductions withheld from their pay from approved vendors.
- E. Employees who work less than thirty (30) hours per week shall have the option to opt out of the stretch pay program. The opt out election must be made by August 1.

## **ARTICLE 46: PROFESSIONAL DEVELOPMENT DAYS**

- A. Prior to the district scheduling staff development days, the Union will be afforded an opportunity to meet and discuss options for the days, for example, work or training opportunities for bargaining unit employees.
- B. Nine-month employees will work on professional development days in their position, or an alternate position on days when employees are in attendance but students are not, as directed by the Superintendent or his/her designee.

## **ARTICLE 47: CATASTROPHIC SICK LEAVE**

- A. A Catastrophic Sick Leave Committee (hereafter referred to as the CSLC) shall be empowered to adopt guidelines and forms that will be needed Catastrophic Sick Leave. The Superintendent shall appoint administrative members. The Union president shall appoint bargaining Unit members. An effort should be made with these appointments to provide Bargaining Unit representation from all classifications. It is understood that the Superintendent, the Union President and Union Vice President are all automatic members.
- B. The above committee will be co- chaired by Administration and the Union. Once guidelines have been established they must be presented to the Board and the Union for official ratification. Agreed upon guidelines will be printed and distributed by administration on a yearly basis to all bargaining unit members and will be available on the school website or in the Superintendent's office on request.
- C. Once the guidelines are ratified by both sides, the original CSLC will be reduced to the Superintendent, an administrative designee from the original committee, the Union President and the Union Vice President. These four members will be charged with the administration of Catastrophic Sick Leave. If either party of the co-chaired committee believes guidelines and /or forms need to be reviewed for revision they may call the full committee together at the beginning of each school year before October. The Board and Union must ratify any revisions.
- D. Should a vacancy occur the authority making the original appointment shall refill the vacant position.
- E. In general, the Catastrophic Sick Leave is to provide paid days for serious personal or family illness to employees who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness as determined by the CSLC.
- F. An application will be considered only after a member has used all of their accumulated sick, personal and vacation days. If an employee is within 15 work days of exhausting all available sick, personal and vacation leave and the employee knows more paid days are going to be needed, the committee will meet to begin review of the application so there will be no interruption of paid sick leave. It is understood that unpaid FMLA days will not have to be used before paid days from the Catastrophic Sick Leave can be granted and used. It is further understood that if an employee is incapacitated and cannot make application to the Catastrophic Sick Leave, a family member or Union designee will be allowed to apply for the employee.
- G. A signed Doctors statement detailing the reason(s) the employee cannot return to work and an estimated number of additional days the employee may be off work will need to be included with the application submitted to the CSLC.

- H. The intent of the CSL days is for catastrophic illness. Days will not be received from the Catastrophic Sick Leave for absences due to childbirth (natural or cesarean) unless there has been a serious compelling illness or disability caused to the mother or child.
- I. Days may not be received from the CSL for absences due to disabilities, which qualify the member for Worker’s Compensation lost time benefits unless the employee has exhausted all such benefits and their own accumulated sick days.
- J. The Sick Leave Bank will not accept any further contribution of sick leave to the Sick Leave Bank.
- K. Upon exhaustion of the current hours in the Sick Leave Bank, The Sick Leave Donation Program shall be discontinued for any further use.

**ARTICLE 48: LONGEVITY PAY**

<u>25 Years of Service</u>	
30 or more hours per week	\$ 175
Less than 30 hours per week	\$ 115
<u>30 Years of Service</u>	
30 or more hours per week	\$ 200
Less than 30 hours per week	\$ 140

When you reach the benchmarks listed above you will receive a onetime longevity payment based on the table. Payment will be made within 30 days of the employee’s anniversary/district hire date.

**ARTICLE 49: WAGES**

Compensation - effective July 1, 2019 – 3%, effective July 1, 2020 – 2.0% and effective July 1, 2021 – 2.0% base increase, with steps. See attached annual wage schedules

**ARTICLE 50: DURATION**

This agreement shall be effective as of the 1<sup>st</sup> day of July 2019 and shall and shall remain in full force and effect through the 30<sup>th</sup> day of June 2022, and day to day thereafter unless either party at least sixty (60) days prior to any termination date, or extended termination date, serves a notice to negotiate on the other party and the State Employment Relations Board. The parties shall, thereafter, meet at a mutually agreeable time to commence bargaining for a successor Agreement.

**ARTICLE 51: NEGOTIATIONS**

- A. Either the Board or the Union may initiate negotiations by serving notice in the year of contract expiration by a letter of submission forwarded to the other party. The parties agree to bargain as defined in Chapter 4117 Ohio Revised Code (ORC). If the parties agree to use an alternative bargaining model, they may mutual agree to amend the terms of Article 2 during the period of negotiations.

- B. Within ten (10) working days of transmittal of said submission letter, the parties shall agree on a date for their first negotiation session. At the first negotiations session, both parties shall present and exchange a full set of proposals. Additional proposals may not be made after the initial exchange without consent from the other party. At any negotiation session either party may be represented by no more than five (5) representatives.

#### **ARTICLE 52: ASSAULT LEAVE**

- A. The Board will grant assault leave to Board employees absent due to physical disability resulting from assault under the following conditions:
- B. Any Employee who must be absent from his/her duties due to physical and/or emotional disability resulting from an assault while on duty, on or off the school premises, before, during or after school hours, will be paid his/her full scheduled compensation for the period of two (2) weeks (10 school days) under the following conditions:
1. The employee shall furnish to the superintendent a written statement describing the circumstances and events surrounding the assault, including the location and time of the assault, names and addresses of witnesses, if known.
  2. The employee shall furnish a written, signed statement from a physician as to the nature of the disability, it's possible duration, that the disability was a direct result of the assault, and needs to be absent from school.
  3. The employer shall cooperate with law enforcement officers and the Board
  4. The employee shall not apply for Assault Leave and Worker' Compensation simultaneously.
  5. Any further Assault Leave beyond ten (10) days must have Board approval.
  6. Assault Leave shall not be charged against sick leave earned or earnable by the employee.
  7. The Superintendent shall review the statement and make any further investigation he deems advisable.


#### **ARTICLE 53: NEW EMPLOYEE ORIENTATION**


The Union shall have the opportunity to attend new employee orientation sessions conducted by the Employer. The Employer shall provide notice at least ten (10) days prior to such sessions. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union. In the event the employer does not hold formal orientation, within thirty (30) days of the initial employment of an employee, the union shall be provided with the name of the employee and his/her duty location and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the Union.


IN WITNESS WHEREOF, the parties hereto have set their hands this 13<sup>th</sup> day of May 2019.


For:  
American Federation of State, County and  
and Municipal Employees; Ohio Council 8,  
AFL-CIO and Local #1945


For:  
Fostoria City School District  
Board of Education


  
\_\_\_\_\_  
Yvette Anez, President


  
\_\_\_\_\_  
Dr. Thomas Guernsey, President

  
\_\_\_\_\_  
Tomett Yates, Vice President

  
\_\_\_\_\_  
Heidi Kauffman, Board of Education

  
\_\_\_\_\_  
Pam Gilts, Treasurer

  
\_\_\_\_\_  
Andrew Sprang, Superintendent

  
\_\_\_\_\_  
Gary Magrum, Negotiator

  
\_\_\_\_\_  
Sue Lehmann, Treasurer

  
\_\_\_\_\_  
LeRoy Herd, Staff Representative AFSCME

## HOURLY WAGE SCHEDULE

Effective July 1, 2019

<b>Experience Steps</b>	<b>Van Driver</b>	<b>Food Service T. Leader</b>	<b>Food Service II</b>	<b>Food Service I</b>	<b>Para-Professional</b>
0	\$11.74	\$13.68	\$12.27	\$11.54	\$12.28
1	\$12.15	\$14.16	\$12.27	\$11.73	\$12.57
2	\$12.59	\$14.56	\$12.52	\$11.94	\$12.85
3	\$13.05	\$14.95	\$12.79	\$12.13	\$13.10
4	\$13.50	\$15.37	\$13.05	\$12.33	\$13.39
5	\$14.01	\$15.78	\$13.35	\$12.56	\$13.69
6	\$14.50	\$16.21	\$13.60	\$12.77	\$14.00
7	\$15.03	\$16.67	\$13.93	\$12.99	\$14.30
10	\$15.26	\$16.91	\$14.13	\$13.18	\$14.52
15	\$15.49	\$17.16	\$14.34	\$13.38	\$14.74
20	\$15.72	\$17.42	\$14.55	\$13.58	\$14.97
<b>Experience Steps</b>	<b>Maintenance</b>	<b>Head Custodian</b>	<b>Custodian</b>	<b>Bus Driver</b>	<b>Bus Mechanic</b>
0	\$16.48	\$15.69	\$13.31	\$15.86	\$22.09
1	\$16.87	\$16.11	\$13.66	\$16.06	\$22.09
2	\$17.31	\$16.51	\$13.99	\$16.24	\$22.09
3	\$17.75	\$16.91	\$14.34	\$16.47	\$22.09
4	\$18.21	\$17.37	\$14.73	\$16.66	\$22.09
5	\$18.66	\$17.81	\$15.09	\$16.91	\$22.09
6	\$19.16	\$18.25	\$15.44	\$17.11	\$22.09
7	\$19.64	\$18.73	\$15.86	\$17.32	\$22.09
10	\$19.94	\$19.01	\$16.10	\$17.58	\$22.41
15	\$20.23	\$19.29	\$16.35	\$17.85	\$22.75
20	\$20.54	\$19.58	\$16.59	\$18.11	\$23.09

a. Regular bus runs shall be subject to a 2-hr. minimum except for those employees whose regular schedule is for four (4) hrs. or more per day in another classification.

b. Seasonal Grounds will be paid at Custodial rates.

## HOURLY WAGE SCHEDULE

Effective July 1, 2020

Experience Steps	Van Driver	Food Service T. Leader	Food Service II	Food Service I	Para-Professional
0	\$11.98	\$13.95	\$12.51	\$11.77	\$12.52
1	\$12.40	\$14.45	\$12.51	\$11.97	\$12.82
2	\$12.84	\$14.86	\$12.78	\$12.18	\$13.10
3	\$13.31	\$15.24	\$13.05	\$12.38	\$13.36
4	\$13.77	\$15.67	\$13.31	\$12.58	\$13.66
5	\$14.29	\$16.10	\$13.62	\$12.81	\$13.96
6	\$14.79	\$16.54	\$13.87	\$13.03	\$14.28
7	\$15.33	\$17.00	\$14.20	\$13.25	\$14.59
10	\$15.57	\$17.25	\$14.41	\$13.45	\$14.81
15	\$15.80	\$17.50	\$14.62	\$13.65	\$15.03
20	\$16.03	\$17.77	\$14.84	\$13.85	\$15.27

Experience Steps	Maintenance	Head Custodian	Custodian	Bus Driver	Bus Mechanic
0	\$16.81	\$16.00	\$13.57	\$16.18	\$22.54
1	\$17.21	\$16.43	\$13.93	\$16.38	\$22.54
2	\$17.66	\$16.84	\$14.27	\$16.56	\$22.54
3	\$18.10	\$17.25	\$14.63	\$16.80	\$22.54
4	\$18.57	\$17.71	\$15.03	\$16.99	\$22.54
5	\$19.04	\$18.16	\$15.40	\$17.25	\$22.54
6	\$19.54	\$18.62	\$15.75	\$17.46	\$22.54
7	\$20.03	\$19.10	\$16.17	\$17.67	\$22.54
10	\$20.34	\$19.39	\$16.42	\$17.93	\$22.86
15	\$20.63	\$19.68	\$16.67	\$18.20	\$23.21
20	\$20.95	\$19.97	\$16.92	\$18.47	\$23.55

- a. Regular bus runs shall be subject to a 2-hr. minimum except for those employees whose regular schedule is for four (4) hrs. or more per day in another classification.
- b. Seasonal Grounds will be paid at Custodial rates.



## HOURLY WAGE SCHEDULE

Effective July 1, 2021

Experience Steps	Van Driver	Food Service T. Leader	Food Service II	Food Service I	Para-Professional
0	\$12.22	\$14.23	\$12.76	\$12.00	\$12.77
1	\$12.65	\$14.73	\$12.76	\$12.21	\$13.08
2	\$13.10	\$15.15	\$13.03	\$12.42	\$13.37
3	\$13.58	\$15.55	\$13.31	\$12.62	\$13.63
4	\$14.05	\$15.99	\$13.58	\$12.83	\$13.93
5	\$14.57	\$16.42	\$13.89	\$13.06	\$14.24
6	\$15.09	\$16.87	\$14.15	\$13.29	\$14.56
7	\$15.63	\$17.34	\$14.49	\$13.51	\$14.88
10	\$15.88	\$17.60	\$14.70	\$13.72	\$15.11
15	\$16.12	\$17.85	\$14.92	\$13.92	\$15.34
20	\$16.35	\$18.12	\$15.14	\$14.12	\$15.57

Experience Steps	Maintenance	Head Custodian	Custodian	Bus Driver	Bus Mechanic
0	\$17.15	\$16.32	\$13.85	\$16.50	\$22.99
1	\$17.55	\$16.76	\$14.21	\$16.70	\$22.99
2	\$18.01	\$17.18	\$14.56	\$16.90	\$22.99
3	\$18.46	\$17.60	\$14.92	\$17.13	\$22.99
4	\$18.95	\$18.07	\$15.33	\$17.33	\$22.99
5	\$19.42	\$18.53	\$15.70	\$17.59	\$22.99
6	\$19.93	\$18.99	\$16.07	\$17.81	\$22.99
7	\$20.44	\$19.48	\$16.50	\$18.02	\$22.99
10	\$20.75	\$19.78	\$16.75	\$18.29	\$23.32
15	\$21.05	\$20.07	\$17.01	\$18.57	\$23.67
20	\$21.37	\$20.37	\$17.26	\$18.84	\$24.03

- a. Regular bus runs shall be subject to a 2-hr. minimum except for those employees whose regular schedule is for four (4) hrs. or more per day in another classification.
- b. Seasonal Grounds will be paid at Custodial rates.

## **APPENDIX A: FIELD TRIP PROCEDURE**

1. Trip meetings are to take place as needed by the supervisor when trips are available.
2. The dates and times of meetings, as well as distribution of trip sheets to bus drivers will occur at least forty-eight (48) hours prior to the meeting. Trip meetings are not mandatory unless stated by supervisor. Drivers will not be paid for non-mandatory meetings.
3. Trips will be chosen by the bus drivers, by seniority with the most senior bus driver who has signed up in the beginning of the year to take trips. Each trip meeting will be started with the bus driver next in rotation by seniority from the previous meeting. Each bus driver is responsible for attending these meetings or by having another bus driver make choices for him or her. Bus drivers, regardless of seniority, will not be able to choose or take a trip, if the trip will result in the payment of overtime to the driver. If the trip(s) remain unscheduled, then the trip(s) shall be scheduled by the transportation supervisor in rotation by seniority.
4. When a trip is cancelled, the bus driver who chose that trip will be given a make-up choice at the next meeting. If more than one trip is cancelled, then the make-ups will be chosen in the sequence in which they were cancelled. The make-ups will be put at the top of the rotation for each trip meeting.
5. When a trip is turned back in by a bus driver, that trip shall be offered in rotation, starting with make-ups, as soon as possible. Turned back trips must be in forty-eight (48) hours before the trip.

**GRIEVANCE REPORT**  
AFSCME LOCAL 1945 OHIO COUNCIL 8

Employee's Name: \_\_\_\_\_

Employee's Classification: \_\_\_\_\_ Date: \_\_\_\_\_

Department: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Steward's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Grievance: \_\_\_\_\_

\_\_\_\_\_ Date Submitted:

\_\_\_\_\_ Step 2  \_\_\_\_\_

\_\_\_\_\_ Step 3  \_\_\_\_\_

\_\_\_\_\_ Step 4  \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Articles of Contract Violated: \_\_\_\_\_

Remedy Desired: \_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

Answer from Step 2 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Answer from Step 3 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Date Submitted to Arbitration: \_\_\_\_\_

**GRIEVANCE REPORT: STEP 1**

**Employee's Name:** \_\_\_\_\_

**Employee's Classification:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Department:** \_\_\_\_\_ **Supervisor:** \_\_\_\_\_

**Explanation of Issue:** \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**Supervisor**

\_\_\_\_\_

**Employee**

**Issue Resolved:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Is yes, what result:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**Supervisor's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_

**Employee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_

**Witness** \_\_\_\_\_ **Date** \_\_\_\_\_