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AGREEMENT

Between the

Unioto Support Association

and the

Union-Scioto Local Board of Education

July 1, 2019 – June 30, 2022

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**AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE
UNION-SCIOTO LOCAL SCHOOL DISTRICT
AND THE
UNION-SCIOTO LOCAL EDUCATION ASSOCIATION**

This agreement entered into at Chillicothe, Ohio, this 1st day of July, 2019 between the Union-Scioto Board of Education (hereinafter referred to as the “Board”) and the Unioto Support Association (hereinafter referred to as the “Association”).

**ARTICLE 1
RECOGNITION**

- 1.01 The Board recognizes the Association as the sole and exclusive representative for members of the bargaining unit, which shall consist of all non-teaching employees of the Board including, but not limited to: food service employees, bus drivers, mechanics, aides, library aides, building secretaries, guidance secretary, custodians, maintenance employees, and grounds and building caretakers.
- 1.02 Excluded from the bargaining unit are: Treasurer, Treasurer’s Assistant, Cafeteria Manager, Secretary to the Superintendent, substitutes, seasonal employees, students, Transportation Supervisor, confidential, supervisory or management level employees as defined in Section 4117.01 of the Ohio Revised Code.
- 1.03 All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges and are subject to all duties, responsibilities and obligations of this contract unless otherwise specified.
- 1.04 All work currently performed by bargaining unit members, as well as future work of a similar nature, shall be deemed bargaining unit work. The Board agrees not to subcontract work which can reasonably be done by the bargaining unit. It is not the intent of this section to interfere with the practice of contracting short-term services by purchase order.

The term “short term services by purchase order” shall mean the contracting of outside sources to perform work for a duration of 60 consecutive days or less, or is work which requires skilled work currently not handled by a current bargaining unit position. The Board agrees to keep the Association apprised through the Labor Management Conferences of any such “short term service” work performed in the district.

**ARTICLE 2
BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES**

- 2.01 The Board agrees that mandatory subjects of bargaining as specified in Ohio Revised Code 4117.08 (A) are suitable topics of negotiations.
- 2.02 The Board retains all rights as listed in the Ohio Revised Code 4117.08 (C) except as specifically limited by the terms of this contract and retains all other rights conferred upon it by the laws and constitution of the State of Ohio and of the United States.

It is expressly agreed that the rights of the arbitrator, as described in Section 4.05, Step 3, give nor imply any authority to the Arbitrator to eliminate or diminish Board Rights as referenced in this section.

**ARTICLE 3
CODE OF NEGOTIATIONS**

3.01 Mutually Agreed Procedure

Pursuant to Sections 4117.14 (C) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and final dispute resolution procedures which supersede the procedures in Section 4117.14 (C) (2)-(6).

3.02 Subject of Negotiation

A. The Board and the Association will negotiate in good faith on all matters related to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement.

Requests for Negotiation

A. If either of the parties desires to negotiate any subject covered by Article 3.01 of this Agreement, it shall notify the other party in writing between one hundred fifty (150) days to one hundred twenty (120) days prior to the expiration of this Agreement. Notification in writing from the Association shall be served on the Superintendent, and the Board shall be addressed to the President of the Association.

B. Within fifteen (15) days after the receipt of such notice, an initial meeting shall be held for the purpose of permitting both parties to submit to the other in writing all of its proposals for negotiations. Thereafter, neither party shall be permitted to submit additional items of negotiations unless agreed to by both parties. An agenda for discussion of the proposals shall be set at the initial meeting.

C. Proposals submitted by either party shall specify that to which agreement is sought and shall not simply be topical listings.

3.03 Negotiation Meetings

A. Negotiation meetings shall be scheduled at the request of the parties, and until negotiations are concluded; either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.

B. Meetings shall be scheduled at reasonable intervals, places and times.

C. Negotiation meetings shall be closed to the press and the public.

D. During the course of a negotiation meeting either party may recess for caucuses of reasonable length at any time.

E. Either party may keep minutes of the meeting in such form and detail as it may deem advisable; provided, however, that the use of tape recorders is prohibited unless agreed by both parties.

3.04 Representation

Representation at negotiation meetings shall be limited to five representatives of the Board and five representatives of the Association. Only those so designated by the Board and the Association shall attend negotiation meetings, unless the two parties agree otherwise. In addition, each party may have up to two observers at each meeting.

3.05 Assistance and Study Committees

A. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.

- B. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

3.06 Information

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals as it relates to financial status. Access to available information means that data as found in the Ohio Education Computer network.

3.07 Agreement

- A. As tentative agreement is reached on items which are the subject of negotiation, the agreement on those items shall be reduced to writing and initialed by the designated representatives of each party but such initialing shall not be construed as final agreement between the representatives.
- B. If tentative agreement has been reached on all issues, the agreement shall be reduced in writing and submitted to the bargaining unit for approval. If ratified by the bargaining unit, the agreement shall be submitted within thirty days to the Board for approval. If approved by both parties, the agreement shall then be signed by the representatives of each party.

3.08 Disagreement

- A. If agreement is not reached within forty-five (45) days after the initial meeting held pursuant to Article 3.02 (B) or such greater length of time as the parties may mutually agree, either party may declare impasse.
- B. Within three (3) calendar days of the declaration of impasse, the parties shall mutually request the Federal mediation and Conciliation Service to appoint a Mediator.
- C. The Mediator shall be permitted to offer suggestions, ideas, and concepts in order to help bring about a settlement, but the Mediator shall have no authority to make recommendations or bind either party to any agreements.

3.09 Principles

Representatives of the Board and the Association shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination, nor threat nor implication thereof.

3.10 In-Term Bargaining

- A. The parties recognize that all issues discussed during the negotiations of this contract shall be governed by the provision of this contract.
- B. The obligation for in-term bargaining shall be triggered by employer changes in terms and conditions of employment not addressed during negotiations of this contract.
- C. In-term bargaining shall be limited to thirty (30) calendar days commencing with the first meeting. In-term bargaining shall further be limited to January and/or June of any calendar year unless mutually extended by the parties.
- D. Should in-term bargaining in C above fail to produce agreement on the issue(s), the issue(s) are submitted to mediation under the rules and regulations of the Federal Mediation and Conciliation Service.

ARTICLE 4
GRIEVANCE PROCEDURE

4.01 Purpose

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.

4.02 Grievance Is and Shall Include:

- A. Any alleged violation, misinterpretation or misapplication of any provision of this Agreement.
- B. Any discipline up to but not including discharge
- C. The “grievant” shall mean an employee, the Association, or group of employees.
- D. The word “day” or “days” shall mean week days exclusive of Saturdays, Sundays, holidays and calamity days.

4.03 Time Limits

Grievances shall be processed rapidly. The number of days indicated at each step of the established procedure shall be maximum, unless extended by mutual consent of the parties at each step. If either the grievant or the Board or its supervisor employees do not respond within the agreed time limits, and in the approved format, then the opposite party may move to the next step.

4.04 Miscellaneous

- A. All dispositions, except at the informal level, shall be in writing.
- B. The grievant shall have the right to Association representation at any hearing.
- C. The Association shall be present at the disposition of any grievance.
- D. The setting of grievance meetings shall be accomplished by the appropriate level administrator contacting the Association Representative. The Association Representative shall coordinate meeting times with the grievant. The Association shall be given copies of all written grievances and adjustments of grievances.
- E. The grievance procedure shall be the method for resolving disputes under this agreement. However, nothing in this section shall be construed to limit any individual’s rights to pursue legal action or an Unfair Labor Practice where appropriate.
- F. Any employee who is part of a group grievance shall be permitted to withdraw his/her name from the grievance at any time.
- G. Contract terms supersede inconsistent policy statements or other rules or regulations of the District.

4.05 Procedure

A. Informal Procedure: A grievant shall first discuss his/her grievance with his/her principal or other immediate supervisor in an effort to resolve the matter informally.

B. Formal Procedure:

Step 1. If a grievance is not resolved under the informal procedure, the grievance and relief sought shall be reduced to writing and filed with the principal or other immediate supervisor not later than twenty (20) days after the grievant becomes aware or reasonably should have been aware of the matter giving rise to the grievance. Within ten (10) days of receipt of the written grievance, the principal or other supervisor shall meet with the grievant, and within ten (10) days of the meeting shall indicate his disposition of the grievance in writing to the grievant.

Step 2. If the grievance is not resolved at Step 1, the grievant may within ten (10) days after receipt of the Step 1 written disposition file the grievance with the Superintendent. Within ten (10) days thereafter, the Superintendent shall meet with the grievant. Following the meeting and not later than ten (10) days following the next regularly scheduled Board meeting the Superintendent shall give the grievant in writing the Step 2 disposition of the grievance which shall include rationale in support of the disposition.

Step 3. If the Association is not satisfied with the disposition in Step 2, it may request a hearing before an arbitrator within ten (10) days after disposition at Step 2. The Association's request for arbitration shall be by personal service or certified mail with return receipt requested to the Superintendent. Within ten (10) days following receipt of the Association's request for arbitration, the Superintendent or his/her designated representative and the Association's representative shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names. A second list of seven (7) names may be requested by either party before the parties begin selecting an arbitrator by the alternative strike method. An arbitrator shall be selected from the first or second list by the alternate strike method. Each party shall have three strikes. A toss of a coin shall determine who strikes first.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

Association members attending an arbitration will notify their immediate supervisor no later than forty-eight (48) hours before the scheduled hearing. Up to (5) Association members may attend an arbitration hearing without loss of pay. The arbitrator shall hold the necessary hearing promptly and issue the decision within such times as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association and the grievant.

The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this collective bargaining contract, nor add to, subtract from or modify the language therein in arriving at his/her decision on the issue presented. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

The copy of the ruling shall be sent to all parties at the hearing. The costs of arbitration shall be borne solely by the unsustained party. In the event of a multiple arbitration decision where each party wins part but loses part of the decision, the cost will be divided evenly between the two parties

ARTICLE 5 ASSOCIATION RIGHTS

5.01 Representative Visitation

Representatives of the Association may transact official Association business on school property as long as they do not interfere with completion of the day's work. Association representatives not employed by the district shall report their presence in the building to the building office.

5.02 Building and Equipment Use

A. Subject to availability, the Association may use for Association business school buildings and equipment including computer, copy machines, calculating machines, and audio visual equipment. Requests for use of the school buildings and equipment shall be directed to the appropriate building principal.

B. The charges to the Association for the use of the school buildings and equipment shall be as follows:

- a. Cost of any special custodial services required as a result of Association use of school buildings and/or equipment.
- b. Cost of Board office supplies utilized by the Association.

C. The Association shall not be charged for the reasonable use of the school buildings and equipment during and for the purpose of contract negotiations with the Board.

5.03 Bulletin Boards – Mail

A bulletin board shall be provided in each building on which space the Association shall have the privilege of posting notices of its activities and matter of Association concern. The Association shall also have the privilege of using employee mailboxes and the internal mail system of the school for communications to the employees.

5.04 Communication with the Board

- A. The Association shall be supplied with an agenda of each Board meeting and the attachments, at the same time and by the same means as the agenda is supplied to board members.
- B. A representative for the Association shall be permitted to address the Board at reasonable length on any agenda issue, subject to being recognized to do so by the Board President.

**ARTICLE 6
SICK LEAVE**

6.01 Annual Allowance

Each bargaining unit member (hereinafter referred to as “employee”) who works ten (10) or more months a year shall be granted sick leave on the following basis: one and one-half (1½) days for each completed month of service, or 18 days for each completed year of service. Nine month employees shall be granted sick leave on the following basis: One and one-quarter (1¼) days for each completed month of service or 15 days for each completed year of service. Each new employee shall be entitled to an advancement of five (5) days sick leave upon employment by the Board. This advancement shall be deducted from the sick leave he/she subsequently accumulates under this Article. For the purposes of this Article only, “Days” shall be defined as the maximum number of hours available to work within each classification (ex. Secretaries – 8 hours, Cooks – 6.5 hours, etc.). For those employees with dual contracts the maximum number of hours shall be the sum total of hours for each classification the employee is under contract (ex. Bus driver – 4 hours + Educational Aide – 4 hours = 8 hours).

6.02 Transfer

Any sick leave earned and unused in prior employment with another school district or other agency of the state shall be transferred to the employee’s account at the time of employment in the manner prescribed by state law upon presentation by the employee of a certified copy stating the number of sick leave days earned and unused from such employers.

6.03 Accumulation

The maximum number of sick leave days accumulated shall be unlimited, except for employees first employed by the bargaining unit on or after September 1, 1997 who shall not be able to accumulate more than 368 days of sick leave.

6.04 Approved Use of Sick Leave Days

Employees may use sick leave days for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to the need to care for a member of the employee's immediate family who is ill or injured. "Immediate Family", for the purpose of this provision shall include spouse, children, father, mother, brother, sister, grandparents, and grandchildren, mother-in-law or father-in-law, son-in-law or daughter-in-law.

Employees, upon approval of the responsible administrative officer of the school district, may also use sick leave in an amount up to six (6) work weeks for pregnancy, unless certified by the employee's treating physician that additional sick leave days in excess of six (6) work weeks is medically necessary. In that event, the treating physician shall certify the additional sick leave days that are medically necessary beyond the six (6) week period.

Employees, upon approval of the responsible administrative officer of the school district, may also use sick leave in an amount up to six (6) work weeks for the adoption of a child.

Employees, upon approval of the responsible administrative officer of the school district, may also use sick leave days for absence due to death of any of the following members of the employee's family: spouse, children, father, mother, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent-in-law, daughter-in-law, son-in-law, aunt, and uncle.

6.05 Procedure

Each employee shall complete and sign sick leave on AESOP or other similar electronic or paper form approved by the Board to report his/her sick leave which shall be a formal statement of the use of sick leave for contractually agreed reasons. Falsification of a sick leave form is grounds for discipline. If a physician's care has been required the name, address, and appointment time of the physician shall be recorded on the sick leave form by the employee. At any time, the Board may require an employee using extended sick leave to submit to a medical examination by a physician of the Boards choosing at the Board's expense. Sick leave may be used in one-half (½) day increments.

6.06 Sick Leave Bank

An eligible employee who wants to receive sick days from another employee must meet all of the following criteria:

1. Be eligible to accrue and use sick leave.
2. Be suffering from a serious illness or injury that will require extended leave either on a continuous or intermittent basis, certified by a physician.
3. Have exhausted all accrued vacation, sick leave, and personal leave.
4. The donation of sick leave is not intended to be used for routine illness.
5. All such leaves will be approved by the executive committee by a 2/3 approval vote during their monthly meeting. A form with signatures will be provided to the Treasurer prior to donation.
6. See sick leave transfer form in the back of the contract.

6.07 A medical excuse must be presented to the Treasurer, upon a member's return to work, if an employee is absent, using sick leave, for more than (three 3) consecutive days. This provision does not apply to absence due to a death in the immediate family. A medical excuse must be presented to the Treasurer, upon an employee's return to work, for each absence after six (6) non-consecutive absences using sick leave in a school year. Failure to provide a medical excuse for each absence referenced above may result in disciplinary action. If a medical excuse is provided for an absence that absence does not count toward the six (6) non-consecutive absences. An employee who has continuous employment of two years or more and has 15 or less accumulated sick days will be notified of

their sick leave balance. An employee that has 10 or less accumulated sick days will be required to attend a counseling meeting with the Department Supervisor, Superintendent, and Union President to discuss ways to improve attendance and reliability. An employee that has 5 or less accumulated sick days and participated in the counseling meeting with the Department Supervisor, Superintendent, and Union President will receive an oral reprimand. The oral reprimand will include the employee's sick leave balance and next course of action. The progression of disciplinary action will follow guidelines set forth in Article 21 – Discipline and Discharge. Sick leave balance will be posted at the end of each month.

ARTICLE 7 PERSONAL LEAVE

7.01 Each employee shall be granted with pay up to four (4) days of non-accumulative personal leave in any school year without the employee being required to give reason(s) for such leave. Upon written request, the Superintendent may at his/her discretion, grant additional days. Each request for added days will be considered on its own merits and will not necessarily establish a precedent. For the purposes of this Article only, "Days" shall be defined as the maximum number of hours available to work within each classification (ex. Secretaries – 8 hours, Cooks – 6.5 hours, etc.). For those employees with dual contracts the maximum number of hours shall be the sum total of hours for each classification the employee is under contract (ex. Bus driver – 4 hours + Educational Aide – 4 hours = 8 hours).

7.02 The following provisions shall govern the requesting and granting of the personal leave by this article:

- A. Personal leave shall be granted by the Superintendent for court appearance as litigant or witness, death or illness (outside the sick leave policy), and personal business that cannot reasonably be conducted other than during the school day.
- B. The employee requesting personal leave shall submit on AESOP or other similar electronic or paper form approved by the Board to his/her supervisor at least (48) hours to include weekends before the date of each personal leave. In case of an emergency, the employee shall notify his/her supervisor of his/her absence as soon as possible and shall submit the prescribed form within two (2) days after returning from his/her personal leave.
- C. Signing the prescribed personal leave form is a formal statement that personal leave days have been used in accordance with this article. Falsification of the personal leave form is ground for discipline.
- D. Personal leave may be used in one-half ($\frac{1}{2}$) day increments.
- E. Restrictions to use personal leave. Personal leave cannot be taken:
 - a. During the first five student days and/or the last five work days of the school year.
 - b. During a scheduled in-service
 - c. To extend a holiday
 - d. Any Monday or Friday during the last four weeks of the school year
 - e. Personal leave may be denied by the Superintendent in the event shifts cannot be covered.
 - f. Exceptions may be granted at the discretion of the Superintendent for extenuating circumstances.

7.03 Non-Use Bonus

At the conclusion of the contract year, an employee in the bargaining unit who has not utilized all of his/her personal days for the contract year shall receive a bonus. The employee shall have the option to select which type of bonus payment he/she would like to receive: either convert unused personal days to sick leave or cash payment for the unused personal days (cash payment shall be equal to the employee's per diem rate multiplied by the number of unused person days). If cash payment is selected, the payment shall be made by separate check with the first August paycheck. Personal days may be paid in half-day and full-day increments or rolled over into accumulated sick leave in half-day or full-day increments.

**ARTICLE 8
PARENTAL LEAVE**

8.01 Leave Rights

Any employee with the Union-Scioto District who is expecting a child or who is adopting a child five (5) years old or less shall be granted (upon application) a leave of absence without pay or Board paid benefits.

Leave may be of two types:

- a. Short term (1 to 20 consecutive work days)
- b. Long term (more than 20 consecutive days and up to one calendar year)

8.02 Application for Leave

Application shall be made in writing and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence, the date the employee anticipates return to service and the type of leave requested.

8.03 Reinstatement Rights

Upon return from approved short term leave, the employee shall be entitled to reinstatement to the same position. Upon return from long term leave, the employee, except bus drivers, shall be returned to the same position. A bus driver returning from long term leave shall be assigned the same classification and hours, but shall not be guaranteed the same route.

**ARTICLE 9
ASSOCIATION LEAVE**

9.01 The Superintendent shall grant an accumulative total of up to five (5) days leave with pay per school year to members of the Association, selected by the Association, to attend any meetings or conferences of Association affiliates.

9.02 This leave shall be granted upon written request from the Association President. The leave request must be submitted at least five (5) days in advance to the Office of the Superintendent and shall include the name(s) for which leave is requested, and the place and function for which the leave shall be used.

9.03 At his/her discretion, the Superintendent may approve additional Association leave.

**ARTICLE 10
JURY DUTY LEAVE**

10.01 Any employee called to serve as a juror shall enter leave on AESOP or other similar electronic or paper form approved by the Board. Any employee called to serve as a juror during the school year shall receive from the Board his/her regular daily amount of compensation minus any compensation received from the court for each school day the employee serves as a juror; provided, that written proof of jury duty service as certified by the court's bailiff is presented to the Superintendent. Time served for jury duty will not be charged to either sick leave or personal leave.

10.02 Professional Court Appearance Leave shall be granted by the Superintendent for court appearances or meetings with law enforcement officials that are required as a part of his/her professional duties. Such leave shall not be granted for jury duty.

ARTICLE 11
ASSAULT LEAVE

11.01 The Board of Education shall grant leave to an employee who is absent due to physical disability resulting from an assault which occurs in the course of Board employment. The employee shall submit on prescribed Board of Education forms justification for such leave. These signed forms shall be submitted within two (2) working days of said alleged incident, or if the employee is physically unable, as soon thereafter as possible. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its anticipated duration shall be required before assault leave can be approved for payment. Such leave will be granted only if the stipulations of this policy have been met. Assault leave granted under the rules adopted by the Board of Education shall not be charged against sick leave or Personal Responsibility Leave. Such leave shall, if required, include time for court appearances, legal consultations, or meetings with law enforcement officials concerning the alleged assaults. Earnings paid to an employee under the provisions of this leave shall be the difference between the employee's regular compensation and the remuneration, if any, received by said employee from Workmen's Compensation. An employee returning to duty following assault leave shall be returned to the same position as was held at the time of the incident, if such return occurs in the same school year in which the assault took place and upon determination that the employee is able to perform the duties of the assignment. If such return does not occur during the same school year, the employee shall be returned to the same position or another position consistent with certification and performance ability.

ARTICLE 12
MILITARY LEAVE

12.01 Any regular employee who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave. He/she shall be reinstated into his position in the school system with full credit including the annual increments under the salary schedule upon written request supported by competent proof that the employee is fully qualified to perform the duties of the position. The application shall be made within a reasonable time and not later than ninety days from the date of said release or discharge from military service. Any regular employee who, as a reserve member of the armed forces of the United States, is called upon to receive temporary training, shall be entitled to a leave of absence not to exceed fifteen days in any one calendar year. He/she shall notify the Superintendent, in writing, at least one week in advance of the dates of departure and return. The employee shall be paid the difference between his/her regular compensation and the remuneration received for serving as a reserve; provided he/she furnishes the Treasurer with a payroll voucher for such time served.

ARTICLE 13
UNPAID LEAVES

- 13.01 In keeping with the Ohio Revised Code, upon request the Board shall grant to any employee an unpaid leave for illness or other disability.
- 13.02 Upon written request, the Board may grant an unpaid leave of absence for reasons other than medical for a period not to exceed one year.
- 13.03 Upon return from leave the employee, except bus drivers, shall be returned to the same position. A bus driver returning from leave shall be assigned the same classification and hours but shall not be guaranteed the same route.
- 13.04 The employer shall not be responsible for maintaining insurance payments for employees on an unpaid leave unless federal/state legislation passes in which case the legislation prevails.

- 13.05 An employee on an unpaid leave shall have the right to continue at the employee's cost, at the COBRA rate, any or all insurance benefits to the extent required by law.
- 13.06 Nothing in this article prohibits the Board of Education from taking action on the limited contract of an employee on unpaid leave, as long as such action is in compliance with this Agreement and Ohio Law.
- 13.07 Employees who have been employed by the district for at least twelve (12) months and who have worked at least 1250 hours during the twelve (12) months immediately before leave is to begin, may be entitled to receive, under certain circumstances, up to twelve (12) weeks of unpaid leave annually to care for their child after birth, or placement for adoption or foster care, their sick spouse, their sick child, their sick parent, or for their own serious health condition under the Family and Medical Leave Act of 1993. A year shall be defined as a twelve (12) month period immediately preceding the employee's FMLA leave. Family and Medical Leave will be granted subject to the law's terms, conditions, and regulations, (a copy of which the Administration shall provide at the time the leave is requested). During the leave, for up to 12 weeks per year, the Board shall continue to pay the contribution it makes for an employee on the active payroll to continue participation in the district's health insurance plan. Time spent by employee on paid leave or under unpaid leave provided in this Agreement for reasons which would qualify for leave under the FMLA shall be deducted from FMLA entitlement. Upon return to service, the employee shall resume the same contract status which he/she held prior to the leave.

ARTICLE 14 HOLIDAYS

- 14.01 All employees shall be paid their regular rate of pay for the following holidays:
- a. New Year's Day
 - b. Martin Luther King Day
 - c. President's Day
 - d. Memorial Day
 - e. Labor Day
 - f. Thanksgiving Day
 - g. Friday after Thanksgiving
 - h. Christmas Day
 - i. Independence Day (if the day falls within the employee's work year)
- 14.02 All eleven (11) and twelve (12) month employees in addition to the holidays in 12.01, shall be granted as paid holidays December 24th and December 31st.
- 14.03 Employees required to work on holidays in addition to their regular holiday pay, shall be paid double time their regular rate of pay.
- 14.04 In non-emergency situations holiday work will be offered in seniority order per classification. When such work is exclusive to a building, the seniority of employees per classification, per building will be considered. An "offer" shall be in writing and posted. Interested employees shall make their desire to perform the holiday work known to their immediate supervisors.
- 14.05 If employees are required to work and all employees have declined such work, the least senior employee in the affected job classification will be assigned.

**ARTICLE 15
VACATION**

15.01 Each regular eleven (11) or twelve (12) month employee shall be granted paid vacation as follows:

Years of Completed Service	Days of Paid Vacation
1-6	10
7-15	15
16-19	18
20-24	23
25 or more	25

If an employee has continuous employment for three years and has 15 or less accumulated sick days, and has attended the counseling meeting as noted in Section 6.07, vacation and personal leave can be denied. Exceptions may be granted at the discretion of the Superintendent for extenuating circumstances

15.02 Unused vacation may be carried over to the following year, but accumulation shall not exceed two (2) years' worth of vacation time.

15.03 Vacation pay shall be based on hours normally worked.

15.04 An employee has the option of not utilizing vacation time and receiving vacation pay in addition to pay for hours worked in lieu of vacation time off.

15.05 Employees can utilize vacation leave at any time during the calendar year with the following limitations:

- a. The employee provides one week written notice to take a week's vacation, but may provide a 48 hour notice to take a vacation day (resembles the personal day request).
- b. When operational needs necessitate, an employee may be limited to one week of vacation while school is in session.
- c. If two or more employees from the same building, in the same classification request vacation at the same time, the appropriate administrator, due to operational needs, may limit vacation leave to only one employee at a time.
- d. Scheduling vacations – Preference for vacation shall be governed by seniority up to August 1st of each year. After which time preference shall be on a first come first serve basis.
- e. During the first five student days and/or the last five student days of the school year.

15.06 Upon separation from employment an employee shall be paid for accumulated but unused vacation leave earned in the two years preceding his/her separation plus the earned prorated but unused time in the year of separation.

15.07 Upon the death of an employee, the employee's spouse (or estate, if no spouse) shall be paid all accumulated but unused vacation leave at the employee's most recent rate of pay.

15.08 Exceptions may be granted at the discretion of the Superintendent for extenuating circumstances.

**ARTICLE 16
CALAMITY DAY PAY**

16.01 All employees shall be paid their appropriate rate of pay for all days or part of a day when the schools are closed owing to an epidemic, weather or other public calamity.

16.02 If required to work on a calamity day, an employee shall be paid straight time for all hours worked in addition to their regular pay for the day.

- 16.03 In the event calamity days exceed five (5) in one school year, employees who were not required to work on calamity days shall work make-up days for those in excess of five (5) without added pay unless the hours actually worked exceed the employees regular contractual hours for the year. In that event, the employee shall be paid the employee's appropriate rate of pay for added hours actually worked.

**ARTICLE 17
PAYCHECKS**

- 17.01 All employees shall be paid in 24 equal installments, on the fifteenth (15th) and thirtieth (30th) of each month beginning with the first pay period of the school year. For the month of February payday will be the last day of February. If a payday occurs on a holiday, the preceding workday shall be payday. The last school day prior to winter break paychecks shall be disbursed.
- 17.02 Employees shall have compensation direct deposited into their bank accounts. Direct deposit shall be transmitted to the employee's depository institution no later than 8:00 AM on the designated payday according to Section 17.01.

**ARTICLE 18
DEDUCTIONS**

- 18.01 The employer agrees to deduct from the wages of any employee-member of the Association, the dues, initiation fees and assessments of the Association, upon presentation of a written deduction authorization from the employee-member of the Association. All monies deducted for such purpose shall be paid promptly to the Association. The employer, on a monthly basis, shall transmit to the Association a single check in the amount of all dues so deducted.
- 18.02 Deductions will be made in equal bi-monthly installments beginning in October.
- 18.03 In the event an employee severs employment the Treasurer shall deduct all owed and remaining dues from that employee's last check. In the event an employee requests dues to no longer be deducted, the employee must provide written notice to the Treasurer and the Association.
- 18.04 If requested, payroll deductions will also be made for payment to annuities programs, insurance programs and credit unions. Employees who want these deductions must submit requests on or before the 20th day of the month prior to the month they want the deductions to begin.
- 18.05 The pay stub shall identify the amount and designation of each deduction.

**ARTICLE 19
NON-DISCRIMINATION**

- 19.01 The policies and practice of the Board and the Association shall be applied without regard to race, color, religion, national origin, sex, military status, marital status, disability, ancestry, or age. No employee shall be discriminated against because of membership or non-membership in the Association or for participation in Association activities.

**ARTICLE 20
CONTRACTS**

20.01 The Board shall issue to each employee the appropriate contract in the following order:

1 year limited contract – employee’s first year then

1 year limited contract – employee’s second year then

3 year limited contract – to any third year employee who was in pay status for at least 120 days during the previous school year then

Continuing contract – to any employee who has completed the 3 year limited contract.

NOTE: this is effective for employees who are hired after 7/1/16

20.02 Notice of non-renewal shall be by certified mail, posted before June 1.

20.03 Non-renewal shall not be used to avoid the layoff/recall provisions of this agreement.

**ARTICLE 21
DISCIPLINE AND DISCHARGE**

21.01 Subject to exceptions serious enough to warrant termination, incidence of misconduct may result in oral reprimands, written reprimands or suspension with or without pay. No employee shall be disciplined, reduced in rank or compensation, demoted, non-renewed, or otherwise deprived of any professional advantage without clear and just reason and compliance with applicable provisions of this contract.

21.02 The principles of progressive discipline, including oral reprimand, written reprimand, suspension with pay, and suspension without pay, shall be followed.

21.03 Employees shall be afforded due process, which shall include:

A. Notice of Allegations and Conference: A written notice setting forth the allegations which, if substantiated could result in disciplinary action, shall be sent to the employee by certified mail or by personal service. Said notice shall include the time and place of a conference to discuss said allegations.

B. Conference: The conference to discuss the allegations shall be attended by the employee, the Association’s representative(s), the immediate supervisor, and the Board’s representative(s). Said conference shall be held no later than seven (7) working days following the receipt of the notice of allegation(s) or at a time and place mutually agreed by the parties. The employee shall be presented the specific allegation(s) in writing, and the basis/evidence supporting the allegation(s). The employee will be given the opportunity to present evidence in his/her own defense.

C. Notification of Disposition: The employee and the Association President shall be notified by certified mail or personal service of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for said action.

21.04 The employee shall be notified of his/her right to representation at any disciplinary hearing or at any meeting which may lead to discipline.

- 21.05 In cases of immediate suspension, the written notice of allegations shall be presented to the employee within 48-72 hours following the suspension, and the conference shall be held expeditiously as possible.
- 21.06 Termination of an employee shall be in accordance with 3319.081 (C) of the Ohio Revised Code.

ARTICLE 22
PERSONNEL FILES

22.01 Official File

- A. An official personnel file shall be maintained at the Board of Education office for all bargaining unit employees. There shall be no private personnel files.
- B. Each item in the file shall be dated as to its entrance therein and as to the date when such item was made except routine financial or demographic material. The employee will be given a timely copy of all documents which are placed in his/her personnel file except for routine data.
- C. No anonymous letter, report or communication shall be included in an employee's personnel file.
- D. No misleading, inaccurate or invalid information shall be included in an employee's personnel file.
- E. Any item that is placed in his/her file can be reviewed by the employee. The employee shall have the right to attach a response to any item or document the employee deems derogatory to his/her record.

22.02 Access to File

Access to the personnel file shall be available during regular office hours to the employee and/or his/her representative. Neither the file nor any part thereof shall be removed from the office. Upon payment of a reasonable fee for copying, the Board shall provide the employee with a copy of any requested materials from the personnel file. Bargaining unit members shall be notified by the next business day if someone who is not affiliated with the school district (i.e. employee or board member) has viewed their file. Bargaining unit member will be notified of the identity of the person viewing their file and will be given copies of all documents copied by the person viewing their file. Personal information such as address, social security, phone number or any medical information shall not be viewed or copied.

21.03 Cleaning of Files

Any written record of reprimand or disciplinary action shall be removed from the employee's personnel file after three (3) years, unless said records involve proven sexual offenses or felony convictions or unless repetitive occurrences of a less serious nature are documented.

ARTICLE 23
SENIORITY

23.01 Seniority Defined

Seniority shall mean the length of continuous employment in the district as follows:

- A. Seniority shall begin to accrue from the first day worked in the District.
- B. Seniority shall accrue for all time an employee is on active pay status or is receiving workers' compensation benefits.

- C. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

23.02 Seniority Tiebreaking

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior employee:

- A. The employee with the first day worked; then
- B. The employee with the earliest date of employment (date of hire); then
- C. The employee with the greater prior service to the District; then
- D. The employee with the earliest date of application; then
- E. The employee with the best attendance record with this employer based upon sick leave, personal leave, and unpaid leave days utilized since the date of hire.

23.03 Loss of Seniority

Seniority shall be lost when an employee retires or resigns, is discharged for cause, or otherwise leaves the employment of the employer.

23.04 Posting of Seniority List

The seniority list shall be posted annually by the Board not later than November 30 of each work year, on the designated bulletin board in each building/work site. The names of employees on the seniority list shall appear in seniority rank order within areas of classification, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

23.05 Correction of Inaccuracies

The seniority list shall be posted no later than November 30 of the current school year. After posting of the seniority list each employee shall advise the employer or its agents in writing of any inaccuracies which affect his/her seniority. The employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. The corrected seniority list shall be posted no later than 15 days after any correction is reported.

**ARTICLE 24
JOB OPENINGS AND PROMOTIONS**

24.01 Job Opening

A job opening is a vacancy which the Board decides to fill or a vacancy which causes the bargaining unit to fall below the staffing levels set forth in Section 25.02. A vacancy shall be deemed to exist upon the Board action of acceptance of resignation, retirement, non-renewal or termination. A vacancy shall occur as a result of:

- A. An employee's leaving employment as a result of a termination, resignation, or death.
- B. An employee's transfer to another bargaining unit position.
- C. An employee's assuming a non-bargaining unit position.
- D. An employee's un-paid, non-medical leave of absence for more than one (1) calendar year.
- E. The creation of a new bargaining unit position.

24.02 Posting

All job openings shall be posted, with qualifications and job description, in each work area in each building within the school system for a period of five (5) working days. Any employee shall have the opportunity to apply in writing for the job to the Superintendent's Office and shall be given consideration for the job.

24.03 Filling Job Openings

Open positions shall be filled as follows:

- A. By the most senior applicant currently holding the same job classification, who shall meet all minimum skill levels for the open position; or
- B. By the most qualified applicant from the bargaining unit if no employee holding the same classification applies for the open position; or
- C. By an outside applicant if no employee holding the same classification or no other qualified applicant from the bargaining unit applies for the open position.

Nothing herein shall prohibit the filling of an open position on a temporary basis while the posting procedure is in process. A temporary basis shall be defined as a time period from one (1) to sixty (60) work days. During that sixty (60) day time period, the district shall either fill the position in accordance with the procedures herein, or notify the USA president that the position is not to be filled at that time. The Board shall not purposely terminate the employment of a person in such a position before the sixty (60) work days, and then fill the same position with another person for the purpose of avoiding posting the open position to the bargaining unit in accordance with this Article.

24.04 Return to Classification

In the event an employee is awarded a new position which places the employee in a different classification and the employee's performance proves unsatisfactory, or the employee is dissatisfied with the position, such employee may be returned to his/her former classification (same total hours and appropriate wage placement) within 20 work days of beginning the new position. No seniority right shall be lost due to the return to classification. If the employee is returned to his/her former classification the Superintendent will select the applicant he/she deems most qualified out of all applicants from the bargaining unit and all external applicants.

**ARTICLE 25
LAYOFF AND RECALL**

25.01 Definition of RIF

A reduction in force (RIF) shall have occurred when the Board reduces or eliminates a bargaining unit position.

25.02 Reason for RIF

A RIF may occur only for the following reasons:

- A. Decline in student enrollment
- B. Lack of work
- C. Abolishment of positions
- D. Return of an employee from leave of absence
- E. Suspension of schools or territorial changes affecting the District
- F. Financial reason

Financially justified layoffs shall not reduce staff below the following levels unless the state of Ohio places the district in fiscal emergency:

Secretaries	4 positions
Custodians	7 positions
Bus Drivers	14 positions
Mechanics	1 position
Cafeteria	8 full time 5 short hour
Aides	2 instructional 1 building aide

25.03 Notification

If the employer determines a RIF will occur, the District shall notify the Union and affected employees in writing, prior to the date the RIF is to be implemented. The notices shall state the effective date of RIF which shall be at least 14 days following the posting of the notice. The notices shall also state the reasons, as listed in 25.02, which are the cause(s) for the RIF, and recall rights.

25.04 Implementation

- A. In determining the position(s) to be reduced or eliminated, the following sequence shall be used:
 - a. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.
 - b. If additional reduction is necessary, employee(s) shall be laid off in the affected classification in reverse seniority order, i.e. least senior employee is the first to be laid off.
- B. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee in the affected classification to be laid off before a less senior employee.

25.05 Limitations

- A. No new hire shall be employed in a bargaining unit position until all eligible, qualified, laid-off employees have been offered such position.
- B. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.
- C. Work previously performed by laid-off employees shall not be subcontracted except for short term or emergency purposes where it would not be feasible to recall an employee from layoff.
- D. Qualification for a bargaining unit position shall not be upgraded to prevent the recall of a laid-off employee.

25.06 Layoff Rights

An employee on layoff status shall have the following rights:

- A. The right to retain seniority credit during the period of layoff.
- B. The right to be sent notices by mail of all postings for bargaining unit positions.

25.07 Recall Rights

- A. Laid-off employees shall be recalled in order of seniority within classification. Recall shall be by sending a certified mail written notice to the employee's last address registered with the District.
- B. The employee shall be given seven (7) days to accept such offer and shall be granted a minimum of ten (10) days from the date of sending the recall notice to report to work.
- C. This procedure shall continue until all employees on layoff status have been recalled, have retired under an Ohio State retirement system, or have resigned.
- D. In the event a recall notice has been sent to an employee but the notice is undeliverable because the employee had moved without notifying the employer, the employer has no further obligation to continue sending recall notices.

**ARTICLE 26
BREAKS**

26.01 Regular Lunch

With the exception of second (2nd) shift custodians, all regular employees who work five (5) or more hours per day shall be entitled to not less than one-half (1/2) hour lunch, which will only be interrupted for emergencies as determined by the supervisor.

26.02 2nd Shift Lunch

Second shift custodians shall have an abbreviated lunch period, eating as schedule permits, during the eight hour work shift.

26.03 Bus Driver's Lunch

The lunch period shall be paid when a driver is on a field trip that spans midday or the dinner hour.

26.04 Breaks

As assigned by the supervisor, all regular employees, except bus drivers, are entitled to two (2) paid fifteen (15) minute breaks. Short hour employees working less than full-time, but at least four (4) hours will be entitled to one such break. Bus drivers shall have a minimum five (5) minute break between runs. In the event of taking leave, breaks shall be determined based upon actual hours worked, not time scheduled to work.

26.05 Timely Return to Work

At the conclusion of break periods timely return to work is expected. Failure to do so may result in docked time appropriate to the extent of abuse of this article.

**ARTICLE 27
SECRETARIAL PROVISIONS**

27.01 Secretarial Work Schedules

The regular work week for secretaries shall be eight (8) hours per day, inclusive of lunch, Monday through Friday, with the work year as follows:

- a. High School Secretary – 203 days per year or up to 213 days per year, if assigned by the high school principal and at times mutually agreed upon by the principal and secretary. (excluding holidays)
- b. All other secretaries – 203 days per year. (excluding holidays)

27.02 Clerk Custodian Stipend

The building secretary responsible for receiving and recording incoming moneys in accordance with accepted Ohio audit requirements shall receive an annual clerk custodial stipend of \$800 for the elementary, \$500 for the middle school, and \$550 for the high school beginning with 2004-2005 school year. The stipend will be paid at the conclusion of the school year in the June 1st paycheck. All money shall be deposited with the Treasurer within 24 hours of receipt. The redistribution of stipends is due to the move of the 6th grade.

27.03 Dispensing Medication

Employees will comply with the district policy on maintaining and dispensing of medication to students. The district will make reasonable efforts to have other school employees or trained volunteers to assist the school secretary in the dispensing of medication in the buildings.

27.04 Whenever a secretary is absent, all reasonable effort shall be made to secure a substitute.

**ARTICLE 28
AIDES PROVISIONS**

28.01 Types of Aides

There shall be six (6) classifications of aides as follows:

- a. Library Aide primary duty is direct instruction under the planning and coordination of the head librarian.
- b. Instructional Aide/
Technology Aide primary duty is direct instruction under the planning and coordination of the teacher.
- c. Building Aide primary duty is assisting general teaching staff in their assignments.
- d. Preschool Aide primary duty is assisting preschool teaching staff in their assignments.
- e. Monitor primary duty is student supervision and related record keeping
- f. Attendant primary duty is to provide individual assistance to student(s) for whom there is an IEP/504 plan.

All aides shall have become highly qualified by passing the paraprofessional testing, have obtained an Associate degree, or obtained two years of higher education by the end of the 2005-2006 school year, or any date of extension whichever is later.

28.02 Aides Work Schedule

The regular workweek for all classifications of aides shall be Monday through Friday with the following specific days and hours:

Library Aide 8 hours per day (inclusive of lunch)
188 days per year (excluding holidays)

Instructional Aide 8 hours per day (inclusive of lunch)

	183 days per year (excluding holidays)
Building Aide/ Pre-k Aide	8 hours per day (inclusive of lunch) 183 days per year (excluding holidays)
Monitor/Cafeteria	2 to 4 hours per day (exclusive of lunch) 178 days per year (excluding holidays)
Study Hall	7 hours per day (inclusive of lunch) 178 days per year (excluding holidays)
Health	2 to 4 hours per day (exclusive of lunch) 178 days per year (excluding holidays)
Attendant	Up to seven (7) hours per day (exclusive of lunch) See 28.03 below for work year

Library Aides shall not be assigned “duty hours” in excess of 160 minutes per week.

28.03 Attendant

A. Definition of Attendant

For the purposes of this Agreement the term “attendants” shall mean the hourly rated aides who work regularly and primarily with individual students, for whom there is an IEP/504 plan, during the majority of the school year. By definition, such attendants shall be members of the bargaining unit and shall remain members of the bargaining unit as long as they render service during each successive month, or are on recall at least through the following May. Those attendants who have rendered service during September (or when first assigned to an IEP/504 student(s)) and each successive month at least through the following May, will remain members of said bargaining unit during the months of June, July, and August, provided their employment contracts are not terminated, or they resigned.

B. Applicability

The provisions of 28.03 shall apply only to the attendants as a result of such primary students-assigned employment. Provisions of 28.03 shall not apply to other aides who are otherwise members of the Association’s bargaining unit by virtue of Article 1 of this Agreement. Only the provisions of 28.03, and other provisions of this Agreement which are specifically identified in 28.03 as being applicable to attendants shall apply to such attendants.

C. Attendant Contracts

Following a thirty-calendar day probationary period, attendants shall be offered appropriately worded individual one-year attendant contracts. All attendant contracts shall be deemed automatically non-renewed as of their expiration date and no action by the Board shall be required in connection with such nonrenewal. Attendants shall accrue seniority and experience credit on the salary schedule for each year they work as an attendant. Once an employee has completed his/her probationary period, he/she shall have all rights under the contract back to the first day of employment.

D. Sick and Personal Leave

All provisions of Article 6 and Article 7 of the Agreement shall apply to attendants except that an Attendant's sick leave and personal leave shall follow the same provisions as a dual contract employee. An attendant shall be eligible for the non-use personal leave bonus if he/she has worked at least 120 days under a contract as an attendant.

E. Job Posting

1. All attendant openings shall be posted, with qualifications and job descriptions, at a designated area in each building within the school system for a period of five (5) working days. Any employee shall have the opportunity to apply in writing for the job to the Superintendent's Office and shall be given consideration for the job.
2. An outside applicant shall fill open positions if no qualified employee from the bargaining unit applies for the position.
3. Nothing herein shall prohibit the filling of an open position on a temporary basis while the posting procedure is in process.
4. These provisions shall supersede the provisions of Article 24 and shall only apply for the Attendant position.

F. Layoff and Recall

1. An attendant position may be reduced only when the primary assigned student(s) leaves the school district or when the student's IEP/504 plan eliminates or reduces the need for an attendant. Principals may assign other duties if the specific student is absent due to illness.
2. If the Employer determines a RIF will occur, the District shall notify the Association and affected employee(s) in writing, prior to the date the RIF is to be implemented. The notices shall state the effective date of RIF, which shall be at least 2 days following the posting of the notice. The notices shall also state the reason(s), as listed above, which are the cause(s) for the RIF, and recall rights.
3. Limitations
 - a. No new hire shall be employed in an attendant position until all eligible, qualified, laid-off employees have been offered such position.
 - b. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.
 - c. Work previously performed by laid-off employees shall not be subcontracted except for short term or emergency purposes where it would not be feasible to recall an employee from layoff.
 - d. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid-off employee.

4. Layoff Rights

An attendant on layoff status shall have the following rights:

- a. The right to retain and accrue seniority credit during the period of layoff.
- b. The right to be sent notices by email of all postings for bargaining unit positions.

5. Recall Rights

- a. Laid-off attendants shall be recalled in order of seniority within the classification. Recall shall be by sending a certified mail written notice to the employee's last address registered with the District.
 - b. The employee shall be given forty-eight (48) hours to report to work after notice of a recall.
 - c. This procedure shall continue until all employees on layoff status have been recalled, have retired under an Ohio State retirement system, or have been assigned.
 - d. In the event a recall notice has been sent to an employee but the notice is undeliverable because the employee had moved without notifying the employer, the employer has no further obligation to continue sending recall notices.
6. If during the school year the employee is not recalled, then at the beginning of the next school year he/she will be assigned to a student(s) based on her seniority and qualifications for working with the student(s), and the student's IEP/504 plan.
 7. The provisions of 28.03 (E) shall supersede Article 25, and 23.01, as it applies to "...time spent on inactive pay status...shall not contribute to accrual of seniority..."

G. Insurance Programs

1. Eligible attendants may elect the insurance coverages provided in Article 40 of this Agreement.
2. In order to be eligible for such insurance, an attendant must have assigned hours of work averaging six and half (6 ½) hours per day and must continue to be a member of the bargaining unit. The phrase "assigned hours of work averaging six and half (6 ½) hours per day" means: to be eligible for insurance, the attendant (except for an attendant newly employed after September) must attain thirty-two and half (32 ½) hours per full work week sometime during the period of September or October and most likely will continue to render instruction as an attendant for at least thirty-two and half (32 ½) hours per full work week for the balance of the school year. It does not mean the attendant must average a full thirty-two and a half (32 ½) per week for all work weeks during the school year. If an attendant is deemed eligible for insurance and later slips below thirty-two (32 ½) hours per full work week, that attendant may continue to be provided insurance as set forth in 28.03 for the balance of that school year (through August), provided the reduction in hours was not through the attendants choice, i.e., he/she declines to work with the assigned student(s). To be eligible for and continue such insurance, the attendant must continue to be a member of the bargaining unit as defined in Article 1. Attendants who avail themselves with insurance coverage provided in Article 40 and who then become a category of bargaining unit membership other than an attendant will still be subject to Article 40 of the Agreement as provided to all other bargaining unit members.
3. Attendants who are eligible for Board paid medical insurance coverage and who do not elect to take such coverage shall be paid an incentive stipend for each year of non-coverage, as outlined in Article 40.03. Such stipend will be paid if the attendant has worked 120 days under contract as an attendant for that school year.
4. Probationary period shall count toward seniority and toward the waiting period for insurance coverage.

H. Summer School

Employees interested in being an attendant during the summer school session shall provide in writing by April 1 to the Superintendent's office their interest in being an attendant for summer school. Should the currently assigned attendant decline the opportunity to work the summer school session, then the most qualified applicant shall be offered the attendant position.

I. Holidays

The attendant shall be paid his/her regular rate of pay for the holiday falling in the month worked (see 14.01 for list of holidays)

J. Breaks

Attendants are entitled to the breaks list in Article 26 and will be scheduled in conjunction with the assigned teacher so as to provide coverage of the student(s).

K. Compensatory Time

Attendants will not have the option of taking compensatory time in lieu of overtime pay.

L. Other Provisions

The following Articles of the current Agreement shall be considered to be a part of 28.03: Article 1, 4, 6 (except as modified herein), Article 7 (except as modified herein), Article 8, 9, 10, 11, 12, 13, 14 (except as modified herein), Article 16, 17, 18, 19, 20 (except as modified herein), Article 21, 22, 23 (except as modified herein), Article 26 (except as modified herein), Article 28 (except as modified herein), Article 32, 33, 34 (except as modified herein), Article 36, 37, 38, 40 (except as modified herein), Article 41, 43 and 44.

M. Whenever an attendant is absent, all reasonable effort shall be made to secure a substitute.

**ARTICLE 29
TRANSPORTATION PROVISIONS**

29.01 Authorized Driver

Except as specified in 29.11 herein, only regularly employed school bus drivers shall be authorized to operate any school bus owned or leased by the Board except when a regular driver is not available; in which case, the Transportation Supervisor, the Mechanic or a substitute driver may be utilized.

29.02 Driving Schedule

Every driver shall have a regular scheduled run. The runs shall be guaranteed at four (4) hours per day.

One six (6) hour route shall be scheduled if deemed necessary by the Board.

Bus routes shall be four (4) hours per day. Two (2) hour routes shall only be scheduled when such routes cannot be avoided due to disproportionate enrollment in the district.

There shall be no routes regularly in excess of four (4) hours, except for minimal extensions, with additional pay to be paid in fifteen (15) minute increments.

The time calculated for runs shall include within the two (2) hour and four (4) hour guarantees the following:

- a. Loading time
- b. 15 minute pre-trip inspection per day

29.03 Equipment

Every bus shall be equipped with the following: First Aid Kit, Broom, Squeegee, and Two-way radio with uniform bracket mounts.

29.04 Physical Exam

The Board shall provide for a fully paid yearly medical examination for each driver at the medical facility designated by the Board. A driver may elect to have his/her physical exam at a medical facility different than that designated by the Board and such exam will take the place of the exam provided by the Board. The cost of such alternate exam shall be borne by the driver. Notwithstanding the foregoing regarding annual medical exams, the Board reserves the right to have a driver examined by a physician designated by the Board at any time there is any reasonable doubt that the driver is physically or mentally fit to safely operate a bus. The cost of such exam shall be borne by the Board.

29.05 In-service Training

The annual local in-service training for drivers shall be conducted during the last week which precedes the first day of school. Drivers shall be paid their regular hourly rate for all Board required in-service meetings.

29.06 Bus Housing

Buses shall be housed at the district's bus garage. A telephone shall be installed and maintained in a locked box within the fenced area behind the bus garage for use by drivers leaving from or returning to the garage at times when the mechanic is not on duty.

29.07 Substitutes

When a driver is absent from work, the driver shall report the absence in advance either in person or by telephone to the transportation supervisor, who shall make every reasonable effort to secure a substitute. If an extra trip occurs at the same time as a driver's regular route, the transportation supervisor may secure a substitute to drive the regular route so the driver can take the extra trip. The pay of the regular driver in this instance shall be reduced by the cost of the substitute to the district unless said driver is on a lower pay step then their reduction of pay will be at their regular rate.

29.08 Bus Cleaning

During the school year, the drivers shall maintain reasonable cleanliness, weather permitting. Drivers shall be paid for up to two (2) additional hours per month at their regular rate of pay for cleaning their buses based upon established criteria and supervisor approval.

29.09 Bus Repair Forms/Status/Conduct

The drivers/bus mechanic shall utilize the bus repair/status/conduct process on an electronic or paper form approved by the Board.

29.10 Extra Trip Lists

The Board shall post and maintain an extra trip list. All drivers who request it shall have their names included on the list in order of seniority. If a driver is absent from work on the day of the trip, it shall not count as a decline. A driver who has special circumstances may remove his/her name from the trip list for a temporary period.

29.11 Extra Trips/Assignments

All paid extra trips (including the field and athletic trips) shall be offered first to regular drivers; if no regular driver accepts, the trips shall be offered to either paid substitutes on the approved substitute list or the unpaid volunteers. Regular drivers, for this purpose shall include drivers contracted in other classification. If a cross classification time conflict exists between the contracted work and the extra trip, the contracted work takes precedence. However, the supervisor in the non-driver classification may, at his or her option, secure a substitute to release the driver to take a trip. If this takes place the released driver shall be docked for the time missed in the non-driving classification. Trips offered in this fashion and declined shall not count as “no” in section 29.13.

Exception: Volunteers may not drive more than a total of twenty-five (25) trips per year, starting July 1 and ending June 30. Said Volunteers must be fully licensed as school bus drivers in Ohio, including CDL as required. Volunteers cannot be paid.

Procedure for Extra Trips:

- A. Meetings shall be held at the end of each month for the purpose of selecting extra trip assignments for the following month. Attendance shall be voluntary. Drivers must be present at the bid meeting to be eligible for extra trips unless they are absent, on approved leave, or have another trip at that time.
- B. Bidding shall be by seniority with trips offered in order of the dates the trips are taken with the earlier date first. Trips shall be offered one at a time.
- C. Unscheduled trips that arise during a month shall be staffed according to the following procedure:

After determining who is eligible for the trip, the transportation supervisor shall offer the unscheduled extra trips from the list. Unscheduled extra trips shall first be offered to the driver next on the list. Should that driver decline the extra trip, his/her name will be placed the bottom of the list and the trip shall be offered to the next driver on the list. This process shall be used until a driver accepts the unscheduled extra trip. The name of the driver who accepts the trip shall then be placed at the bottom of the list. The next available unscheduled extra trip will be offered to the person on the list who follows the person to whom a previous trip was awarded.

29.12 Extra Trip Notification

The Supervisor shall notify drivers at least seventy-two (72) hours before an extra trip. This provision can only be waived in an emergency.

29.13 Extra Trip Acceptance/Charge

Any time a driver accepts or declines a trip, that driver shall be charged on the list. When a driver accepts an extra trip that he/she cannot take, that driver must immediately notify the transportation supervisor. This shall take place no less than forty-eight (48) hours in advance of the scheduled extra trip except in case of emergency or illness, otherwise the driver forfeits his/her next rotation and the Transportation Supervisor has the right to assign the trip to any other driver. In this event, the trips shall not be assigned in a disproportionate manner.

- a. Drivers may not trade trips. If a driver cannot take a trip, he/she must turn the trip back in.
- b. When a trip opportunity is turned down, a driver may not change his/her decision to turn it down.
- c. When a driver turns a trip back in, and the trip gets back to that person, it will be considered a no, not a pick up.

- d. When a driver is absent, on approved leave, during a trip drawing and his/her name is next, the driver will get the trip that comes to him/her. This trip may be turned back in. It will not be considered a pick up and does not count as a trip that has been turned back in.
- e. If a driver is sick the day of his/her trip, not working, and returns a trip, the driver does not get skipped, and it is not considered a pick up.
- f. If a trip is turned back in within 48 hours of the trip, it will be considered a skip for that driver (except in emergency/illness situations).
- g. If driver already has a trip and is next to be picked for a trip, this goes down as a pick up, regardless of how many times that driver comes around on the trip list for the same date.
- h. If driver is off on doctor's leave, or unable to drive a bus, the driver cannot take trips. A driver would need a return to work note from a doctor to drive a bus.

29.14 Extra Trip Cancellation

In the event a driver reports for a trip and that trip is canceled, that driver shall be paid show-up time as follows:

- a. If show up involves coming to work – 2 hours pay
- b. If show up involves appearing for a trip scheduled shortly after regular work – 1 hour's pay
- c. If a trip is cancelled, the assigned driver will be offered the next trip available that has not been assigned.

29.15 Extra Trip Pay

On trips drivers shall be paid their regular hourly rates for all actual driving time. All other time drivers spend on trips shall be referred to as "down time". Drivers shall be paid for all down time at the rate of \$15 per hour. No trip will be paid less than two hours' drive time.

29.16 Breakdown Pay

If a breakdown extends a driver's regularly scheduled work day or extends the hours of an extra trip, the driver shall be compensated for all extra time in 15 minute increments.

29.17 Bus Route Vacancies and Bidding

When a vacant bus route is created, bidding shall be offered to regular drivers. Bids shall be evaluated based upon system seniority. A notice shall be posted for five (5) days which shall state the vacant route and the time and place of a bidding meeting. All drivers who are interested in bidding shall attend such meeting. If the vacant route is bid and filled, the route of the bidding driver shall be declared vacant. Bids for the newly vacated routed shall immediately be received. This process shall be repeated until all bids have been made and a vacant route remains. Such vacant routes will be posted in accordance with Article 24. If not filled through Article 24, such routes shall be advertised and filled without further bidding.

29.18 August Route Bidding

The annual bid shall be conducted at a specified time one day during the week immediately preceding the student's first day of school. All runs shall be posted for seven (7) days prior to the bid day. The posting shall include bus number, bus route pick up areas, estimated starting and ending times, time of first pick up, and total number of paid hours. The bid shall be conducted by seniority with the regular driver having the most system seniority selecting first and so forth through the list until the least senior regular driver has been selected. Any routes remaining after all regular drivers have selected shall be filled in accordance with the vacancy and promotion provision of this agreement.

29.19 Filling Positions of Drivers on Long Term Leave

In the case where a four hour bus driver would be off work for a “long term” (more than eight weeks), the two hour drivers will be given first refusal to drive said route. (Seniority prevails). It is further agreed that substitute work under this section shall not be utilized to qualify for fringe benefits. Should the original contracted driver not return to their route, this would be governed by Article 29.17, 29.18 and 24.01.

29.20 CDL Reimbursement

The district will pay for the cost of classroom training and books associated with maintaining a driver’s Commercial Driver’s License.

29.21 Paperwork

Drivers are to prepare student sheets twice a year. The drivers shall be compensated for eight (8) hours of work at their hourly rate of pay, payable at the end of the school year. Paperwork shall be done in the district.

**ARTICLE 30
OPERATION EMPLOYEES**

30.01 Custodial/Maintenance Work Schedule

The regular work week for all custodians/maintenance employees shall be Monday through Friday.

The regular work year shall be 260 days including holidays, except in leap year, which shall be 261 days including holidays.

The regular work hours shall be forty (40) hours per week and 8 hours per day, exclusive of lunch for the position of mechanic but inclusive of lunch for custodians. The custodians will remain in their buildings during lunch “on call” to handle emergencies. Split schedules shall not be required except in the position of mechanic. The mechanic’s schedule shall be split by a noontime break sufficient in length to permit radio coverage for AM and PM regular bus runs within the mechanic’s scheduled 8 hours.

When no students are in the building, custodians may, with superintendent approval, be able to work first shift with no loss in differential. Custodians may with approval of administration be assigned to work four (4) ten (10) hour days during the summer months. A day of leave in this instance will be allocated on a 1.25 day basis (i.e. 10 hours).

29.02 Mail Hauling

Custodians may be required to pick up the mail for their buildings from the superintendent’s office as an incidental part of their regular duties. Mail hauling, whether done by all custodians as an incidental part of their duties or by one custodian will be done during the custodians regular work hours.

29.03 Building Coverage

- A. Custodial work hours and pay are set upon the expectation of a routine school day and resulting need for custodial service. Non-routine events which generate additional work for custodians shall be cause for additional hours of pay.

- B. When any Board employee, student or community person who has a building key fob uses the building after the custodian has completed his/her work in the area, the employee/person shall be responsible for maintaining cleanliness in all areas used.
- C. No custodian shall be held accountable nor reprimanded for conditions resulting from employee/student/community use when a custodian is not on duty.

29.04 Additional Work Opportunities

Additional work opportunities shall be offered on a rotating basis as follows:

- a. First: To custodial employees in the affected building by seniority
- b. Second: To custodial employees from other building by seniority
- c. Third: To substitutes

29.05 Whenever a custodian is absent, the second shift custodians shall be given first option to work that shift. It shall be administrative/supervisory responsibility to obtain substitutes. All reasonable effort shall be made to obtain a substitute for the second shift custodian that is affected. If a substitute cannot be obtained for the second shift, then first shift custodians shall be offered the opportunity to work the additional second shift hours.

**ARTICLE 31
CAFETERIA PROVISIONS**

31.01 Banquet Rate

All cafeteria employees will be paid at the rate of time and one half (1 ½) their regular rate of pay for working special events or banquets. No work preparation shall be done during regular work hours unless it reasonably may be carried out in conjunction with regular work. Additional work opportunities shall be based on seniority on a rotating basis. Additional work opportunities shall not include conservation camp.

31.02 Lunch

The Board will provide a lunch for all cafeteria employees wishing to take advantage of it on regular student days when a school lunch is provided. (Exceptions: Waiver, calamity, and in-service days)

31.03 Cafeteria Banking Stipend

An annual stipend of \$300 shall be paid to the employees assigned to do daily banking for all cafeterias. Such payment shall be made at the conclusion of the school year (upon invoicing and verification) in the June 1 paycheck.

31.04 Hours of Work

All full-time cafeteria employees shall be assigned 6 ½ hours of work daily. All part time cafeteria employees shall be assigned at least 2 hours of work daily. Split schedules shall not be utilized. Assigned work beyond assigned hours shall be paid in 15 minute increments as overtime. Up to 40 hours per week, exclusive of banquet hours, shall be paid straight time. Transportation between main cafeteria and satellite shall be included in hours worked. Whenever assigned duties causes a delay in lunch time beyond assigned hours, 15 minutes of time shall be paid beyond assigned hours.

31.05 Substitutes

Whenever a cook is absent, all reasonable effort shall be made to secure a substitute.

31.06 Cafeteria building/position assignments shall remain constant unless an opening occurs due to retirement, resignation, termination, or death. Upon the establishment of an opening, vacancy bidding shall occur for all regular cafeteria employees. Bid shall be based upon district seniority. A notice of bid shall be posted for five (5) days, which will include date and time of bid. After all regular employees have bid into building position, the vacant building/position shall be posted and filled according to Article 24.

31.07 Lead Cook

The Board shall post and fill the Lead Cook position as a supplement stipend. The annual stipend of \$800 shall be paid with the regular payroll.

**ARTICLE 32
SEASONAL WORK**

32.01 Annually in May, the Superintendent will distribute through their school mailboxes to all classified staff a form on which the staff member can express interest in performing seasonal work outside of his/her regular contract year. To be eligible for seasonal work, the form must be submitted to the Superintendent by the last day of the school year. Whenever a position becomes available for seasonal work during the fiscal year, all interested bargaining unit members will be notified based upon their preferences as indicated on this form. Seasonal work is defined as a short term position designed to fill a temporary need. Seasonal workers shall meet all minimum skill levels for the desired position.

32.02 The rate of pay for bargaining unit employees who do seasonal work shall be the rate designated as Step 0 on the custodial salary schedule.

32.03 Any employee who accepts seasonal work does so with the understanding that the seasonal work position has the same obligations as a regular position.

32.04 Seasonal work shall be assigned to members of the bargaining unit who meet the requirements of 32.01 and it shall be offered in seniority order. This does not eliminate the right of the Board (at the Board's option) to have one regular seasonal employee who works less than six months a year and who does not receive benefits.

**ARTICLE 33
SALARY SCHEDULE**

33.01 Schedule

All bargaining unit employees shall be paid according to the indexed salary schedule and related provisions of this Article. Effective July 1, 2019 there shall be a three (3) percent increase on the base pay of the existing salary schedule. Effective July 1, 2020 there shall be a two (2) percent increase on the base pay of the existing salary schedule. Effective July 1, 2021 there shall be a three (3) percent increase on the base pay of the existing salary schedule.

33.02 Placement

Upon initial employment, employees shall be placed on the salary schedule according to their training and experience to a maximum placement of step 8.

33.03 Vertical Advancement

On July 1 for 12 month employees and on the first work day after June 30 for less than 12 month employees the employee shall advance vertically one (1) step on the salary schedule for each year of experience in the District. For purposes of eligibility for step advancement, a year of service shall be defined as 120 days or more on active pay status since the employee's last increment.

Bargaining unit members holding contracts in more than one classification will advance on the salary scale according to years of experience in each classification. The exception would be if a bargaining unit member who has had more than one contract in different classification would for any reason change to just one contract in one classification. Then that bargaining unit member shall receive all his/her district seniority and highest contract obtained in that one classification and shall be placed on the salary schedule of that one classification according to his/her years of seniority in the district.

33.04 Reclassification Placement

An employee who changes classification shall be placed on the salary schedule at the same step as that held in the previous classification. The employee shall be credited with all years of service.

33.05 Bargaining unit members with 27 years of service or more in the district shall receive an additional twenty (20) cents per hour.

**ARTICLE 34
PREMIUM PAY**

34.01 Time and One Half – Overtime

Employees shall be paid at time and one half for:

- a. All hours actually worked including breaks and lunch in excess of forty (40) hours per week
- b. All hours worked on Sunday
- c. All hours worked by custodians on Saturday (not applicable to other classifications)
- d. Hours worked will not include sick leave, holiday time, vacation time, calamity days, jury duty and personal leave.

34.02 Regular Work Schedules

An employee's regular work schedule shall not be adjusted to avoid overtime.

34.03 Compensatory Time

An employee may choose to use compensatory time in lieu of overtime pay. Compensatory time shall be granted at the rate of one and one half the actual numbers of hours worked for all situations in 34.01 above. Compensatory time may be accumulated to a maximum 240 hours. Compensatory time usage requests may be limited to only one employee per building at a time if operational needs necessitate such a limitation. Compensatory time must have prior approval of supervisor.

34.04 Classification Pay

If an employee is required by his/her supervisor(s) to perform work in another classification, then he/she shall receive the regular rate of pay for that higher-paying classification for that period.

34.05 Shift Differential

Any employee who works second and third shift shall receive a shift differential of \$0.25 per hour for all hours worked.

34.06 Holiday Pay

Any employee required to work on a holiday shall be paid double time for the day.

**ARTICLE 35
CALL DIFFERENTIAL**

35.01 An employee called to work at a time which does not abut the employee's regular hours of work shall be paid a minimum of two (2) hours at 1.5 times the employee's regular rate of pay.

35.02 An employee's regular shift shall not be reduced as a result of reporting to work early.

35.03 Section 35.01 above shall not apply to bus drivers for field trips nor to cooks for banquets. The compensation for field trips and banquets are governed by other applicable provisions of this agreement.

**ARTICLE 36
MILEAGE REIMBURSEMENT**

36.01 The Board shall reimburse employees who are assigned duties requiring travel and who are granted permission to use their own vehicles rather than school owned vehicles at the highest or equal to the highest mileage rate set for employees so assigned. At any time the Board or its assigned supervisors can require usage of school owned vehicles, as long as the school vehicle is safe and dependable, rather than accept the incurring of mileage rates.

36.02 An employee accepting travel assignment must be licensed and insured at the levels required by the law of Ohio.

**ARTICLE 37
SEVERANCE**

37.01 Any employee who retires from the district shall be entitled to severance pay benefit equal to the daily rate of the employee at the time of retirement, based on the following schedule:

1-100 accumulated, unused sick days multiplied by 50%
101-200 accumulated, unused sick days multiplied by 60%
201-368 accumulated, unused sick days multiplied by 70%
of the employee's accumulated and unused sick leave at the time of retirement to a maximum of 368 days
(i.e. maximum of 258 days pay).

If an eligible employee, who has been in the employment of Union-Scioto Schools for ten years or more, dies prior to collection of severance pay as provided for herein, that employee's designated beneficiary or estate shall be paid all allowable severance pay.

**ARTICLE 38
HEALTH AND SAFETY**

38.01 Maintenance of Health and Safety

The Employer shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause accident, injury, or illness to employees. Employees shall be responsible to take all reasonable actions to maintain a safe work environment.

38.02 No Reprisals

There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for filing a report of an unsafe or unhealthy condition or for any other participation in the health and safety program. In the case of an imminent danger situation, the persons reporting such situation shall make the reports in the most expeditious manner available. An employee's refusal to work in an unsafe environment or to perform unsafe tasks shall not be cause for disciplinary action. No employee shall exaggerate the potential of danger as a means to avoid the reasonable completion of work.

38.03 Health Supplies

The Employer shall ensure that there is reasonable access to adequate first aid kit(s) at each work site, which shall be maintained at designated locations. The Employer shall provide at every work site an adequate supply of disposable rubber gloves.

**ARTICLE 39
LABOR MANAGEMENT CONFERENCES**

39.01 The Superintendent and other administrative personnel and the Association representative(s) agree to conduct free and open discussions concerning issues or questions arising out of terms and conditions of this agreement and employment. Such meetings shall be held at times and places as may be mutually agreed upon. Meetings shall not exceed two (2) hours unless both parties agree to extend the meeting time. Release time to attend such meetings may be approved by the Superintendent. The parties agree the purpose of the meetings are to attempt to resolve problems or address issues of mutual concern to the parties.

**ARTICLE 40
INSURANCES**

40.01 Medical Insurance

The Board of Education shall offer a high deductible group health (HDHP) insurance plan with a corresponding Health Savings Account. For Employees who are not eligible to contribute to a Health Savings Account, the board shall provide access to a Health Reimbursement Arrangement. The Deductible amounts for the plan shall be \$3,000 for Family and \$1,500 for Single. Any Association members who have insurance coverage on the Ross County Health Insurance Consortium (5E) PPO plan will move to the HDHP plan by January 1, 2020 or elect non-coverage.

The Board and the Employees shall make the following contributions to the cost of the premium for single or family coverage:

<u>Date</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
July 1, 2019	87%	13%
July 1, 2020	87%	13%
July 1, 2021	85%	15%

For an employee hired after July 1, 2019, the board shall pay 80 percent of the cost of a single or family coverage under the High Deductible Plan. The employees' share shall be paid through payroll deduction.

The board shall make the following contributions to a Health Savings Account or Health Reimbursement Arrangement for employees who enroll in the High Deductible Health Plan.

- \$2,500 Family, \$1,250 Single Board Contribution beginning January 1, 2020
- \$2,300 Family, \$1,150 Single Board Contribution beginning January 1, 2021
- \$2,000 Family, \$1,000 Single Board Contribution beginning January 1, 2022

Board Contributions to the Health Savings Account shall be made in the following installments:

Month	Calendar Year 2020		Calendar Year 2021		Calendar Year 2022	
	Family	Single	Family	Single	Family	Single
January	\$850	\$425	\$800	\$400	\$700	\$350
April	\$850	\$425	\$800	\$400	\$700	\$350
September	\$800	\$400	\$700	\$350	\$600	\$300

In the event an employee exhausts the funds prior to the deposit of the Board's next payment, the employee may request an acceleration of the Board's next payment. In the event the IRS requires an increase to the minimum deductible amounts required to maintain a health savings account, The Board and Association agree the Board will adjust its Health Savings Account or Health Reimbursement contribution percentage of deductibles as follows:

Calendar Year 2020	Calendar Year 2021	Calendar Year 2022
83%	77%	67%

40.02 Stipend for Non-Coverage

Employees who are eligible for Board paid medical insurance coverage and who do not elect to take such coverage shall be paid an incentive stipend for each year of non-coverage. Such stipend shall be paid in accordance with the following provisions:

1. To receive a stipend, the employee shall complete a year of non-coverage without electing to take Board paid medical insurance coverage.
2. A year shall be any 12-month period of non-elected coverage.
3. Each employee shall be given the option to either (1) elect medical insurance, or (2) elect the stipend for non-coverage. Once per year, an employee may make a status change in election of

non-coverage or insurance. The open enrollment period shall be November 1-November 30 with an effective date of the following January 1.

4. For the 2019 calendar year any association employee who has elected the stipend for non-coverage from August 1, 2019 through December 31, 2019 will receive a prorated stipend.
5. If an employee elects the stipend, and subsequently decides for any reason to re-enroll in the medical insurance provision of the Agreement within a 12-month period, he/she shall be permitted to do so, but shall forfeit any rights to any amount of insurance stipend guaranteed under this agreement.
6. An employee enrolling in the medical insurance after a period of non-coverage shall not be excluded from any coverage, benefits, or service guaranteed to all other covered individuals because of such reenrollment and shall not be subject to any exclusions based on conditions that existed prior to reenrollment. No proof of insurability shall be required for reenrollment.
7. Stipends shall be as follows:
 - a. An employee eligible for family coverage, who elects no coverage, shall be paid a stipend of \$1750.00 per 12-month period of non-coverage. However, if 24 or more employees eligible for family coverage elect no coverage, the stipend shall increase to \$10,000 per 12-month period of non-coverage. It is further agreed that if 32 or more employees eligible for family coverage elect no coverage, the stipend shall increase \$15,000 per 12-month period of non-coverage.
 - b. Payment of such stipend shall be made to each eligible employee no later than thirty (30) days following an employee's 12-month election of non-coverage, and shall be paid by separate check. If enough employees elect non-coverage to trigger the \$10,000 or \$15,000 thresholds, such payments shall be paid in 24 installments as part of the regular pay period.

40.03 Spousal Insurance

Effective January 1, 2020, if an employee's spouse has insurance available to them at their place of employment and the employer pays 85% or more, the spouse's primary insurance must be through his/her employer. Spouse may also elect to obtain single coverage through a local insurance agency. Spouse will have secondary insurance coverage through Union-Scioto family plan.

40.04 Dental Insurance

- A. The Board shall provide 100% Board paid dental insurance, either family or single at the option of the employee, on a plan with benefits equal to or greater than the current plan. Plan specifications in contract – plan summary as listed below.
- B. Plan specifications are as follows:

COVERED EXPENSE	INDIVIDUAL DEDUCTIBLE (Per Calendar Year)	FAMILY DEDUCTIBLE (Per Calendar Year)	COINSURANCE AMOUNT
CLASS I	NONE	NONE	100%
CLASS II	\$25	\$50	80%
CLASS III	\$25	\$50	60%
CLASS IV	NONE	NONE	60%

To encourage early detection of dental disease and to allow all participants a benefit from the plan each year, the deductible is waived and 100% of the Reasonable and Customary charges will be paid for all Class I Services.

CALENDAR YEAR MAXIMUM (For All Class I, II, & III Expenses)
 ORTHODONTIC LIFETIME MAXIMUM (For All Class IV Expenses)

\$1,500 per person
 \$1,000 per person

SUMMARY OF COVERAGE
\$25 CALENDAR YEAR DEDUCTIBLE

CLASS I PREVENTATIVE & DIAGNOSTIC	CLASS II BASIC RESTORATIVE	CLASS III MAJOR RESTORATIVE	CLASS IV ORTHODONTIA
Routine Oral Exams Once Every 6 Months	Fillings – Amalgams, Silicate, Acrylic	Inlays, Onlays, Gold Fillings, or Crown Restorations	Full Banded Orthodontic Treatments
Teeth Cleaning Once Every 6 Months	Root Canal Therapy	Initial Installation of Fixed Bridgework	Appliances for Tooth Guidance
Fluoride Treatments Once Every 12 Months	Treatment of Gum Disease	Installation of Partial or Full, Removable Dentures	Appliances to Control Harmful Habits
Emergency Pain Treatments	Repair of Bridgework & Dentures	Replacement of Existing Bridgework or Dentures	Retention Appliances – Not in connection with full banded treatment
Space Maintainers	Extractions & Oral Surgery		
Diagnostic X-Rays	General Anesthesia only if medically necessary		
100%	80%	60%	60%
Calendar Year Maximum \$1,500 Per Person			Lifetime Maximum Per Person \$1,000

40.05 Vision Insurance

The Board shall pay 50% of the cost of a single or family VisionPlus of America, Inc. plan, or like plan with equal or greater benefits as listed below. Employees who participate in the district’s vision plan shall pay 50% of the cost for single or family coverage by payroll deduction. Plan benefits available from VisionPlus participating providers are as follows:

- A comprehensive vision examination once every twelve (12) months with no co-pay/deductible;
- Lenses when corrective eyewear is needed (includes single, bifocal, trifocal or lenticular lenses) once every twelve months with no co-pay/deductible;
- An allowance of \$75 toward the retail cost of a set of frames once every twelve months;
- An allowance of \$100 for examination, fitting and purchase of cosmetic contact lenses (in lieu of all other benefits) once every twelve months with no co-pay/deductible;
- Markup limits on frames and commonly selected lens extras.

Plan benefits received from nonparticipating providers are reimbursed at a reduced amount as per the plan’s reimbursement schedule.

40.06 Life Insurance

The Board shall provide for each employee life insurance in the amount of \$25,000.

The death benefit payable for an employee over 70 years of age may be reduced as justified by the actuarial determined costs of continuing to provide the same cash benefit to employees over 70. The percent of benefit to be paid for an employee are as follows:

- At age 70 to 75 – 42%
- At age 75 to 80 – 28%
- At age 80 to 85 – 13%
- At age 85 and older – 13%

40.07 Insurance Carriers

All insurance specifications shall be listed in the Master Agreement.

40.08 IRS Section 125 Plan

The Board shall provide to the extent available under the Internal Revenue Code and Regulations (Section 125) Section 125 Plan for the payment of unit members' insurance premium contributions on a pre-tax basis.

**ARTICLE 41
TUITION FREE ATTENDANCE OF EMPLOYEE CHILDREN**

41.01 Children of bargaining unit members shall be permitted to enroll in the district schools tuition free, regardless of their residence, provided that: they enroll in accordance with the Board of Education's open enrollment policies. If open enrollment is no longer offered by the Board of Education, children of bargaining unit members shall be permitted to enroll in the district schools tuition free, regardless of their residence, provided that:

- a. Authorized attendance of such children is recognized by state funding equal to that provided for children for whom tuition is paid or provided. (October 1st admission deadline)
- b. No legal barriers to attendance tuition free exist.
- c. Restriction of admission and continued attendance of such children shall be identical to children for whom tuition is paid.
- d. Tuition waiver shall be limited to that amount assessed for attendance to regular education or vocational educational programs. Additional tuition cost growing from Special Education or other programming shall be assessed to the 18 year old student or parent or guardian.
- e. Any other fee, such as fees for books, materials etc. shall not be construed as waived due to tuition fee status.

**ARTICLE 42
SEVERABILITY**

42.01 This Contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A), Revised Code), all Civil Service Rules and Regulations, Administrative Rules of the Director of State personnel and all policies, rules and regulations of the Employer. However, should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all of the provisions of the Contract shall remain in full force and effect.

42.02 The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the in term bargaining procedure in Article 3 shall be utilized to resolve the dispute.

**ARTICLE 43
IMMEDIATE SUPERVISOR**

43.01 No later than the first workday of a school year, the board shall distribute a list of the immediate supervisor of each employee, and shall notify the bargaining unit of any change in that list throughout the school year.

ARTICLE 44
DRUG-FREE/SMOKE FREE/VAPE FREE WORKPLACE

44.01 No employee of the Union-Scioto Local Schools engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess, or use any narcotic drug, hallucinogenic drug, amphetamine barbiturate, marijuana, or any other controlled substance as defined in Federal and State Law.

The workplace includes any school building, school property, school owned vehicle, or school-approved vehicle used to transport students to and from school or school activities any school employee in charge of students off school property during any school-sponsored or school-related activity, event, or function, such as a field trip or athletic event where students are under the jurisdiction of the Union-Scioto LSD.

As a condition of employment, each employee shall notify his/her supervisor of his/her conviction of any criminal drug statute for violation occurring in the workplace as defined above, not later than ten (10) days after such conviction.

An employee who violates the terms of this article shall enroll and participate in a drug abuse assistance or rehabilitation program approved by the Board of Education. If the employee fails to enroll and participate in such a program, the employee shall be subject to disciplinary action under the Ohio Revised Code and negotiated contract up to and including termination.

There shall be no smoking or vaping on district property or in any district owned/leased vehicle.

ARTICLE 45
SERS PICKUP

Consistent with the provision of the Internal Revenue Service Rulings 77-461, 81-35, and 81-36, effective August 1, 1984, the Board shall pick up each employee's mandatory contributions to the School Employees Retirement System of Ohio (SERS), provided that no employee's total salary is increased by such pick up nor if the Board's total contribution to SERS increased thereby. The dollar amount to be picked up by the Board:

- A. Shall equal the then-current percentage amount of the employee's mandatory SERS contribution;
- B. Shall be credited by SERS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
- C. Shall be included in computing final average salary;
- D. Shall not be reported by the Board as subject to current federal and state income taxes;
- E. Shall be reported by the Board as subject to city income taxes;
- F. Shall not affect the calculation of an employee's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting employee-authorized credit information to financial institutions.

ARTICLE 46
COMPLAINT PROCEDURES – NON-TEACHING EMPLOYEES

46.01 The following procedure shall be utilized should members of the community or other non-school personnel wish to submit complaints about any employee:

- A. Except in those cases where the administrator receiving the complaint reasonable believes that it is inappropriate to do so, all individuals registering a complaint regarding an employee shall be directed (at the

discretion of the immediate supervisor) to discuss the matter directly with the employee. The employee shall be informed of any complaint directed at him/her as soon as possible after the complaint has been lodged. The administration and/or Board shall take no action against an employee without the employee being informed of the source(s) of the complaint.

- B. Except in cases where the administrator reasonably believes it would be inappropriate to do so, if requested by the complainant or the employee, a meeting involving the employee, and another employee, if requested by the employee against whom the complaint has been directed, the immediate supervisor, and the complainant will be arranged as soon as practicable to resolve the problem.
- C. If the complaint has not been satisfactorily resolved at the immediate supervisor's level, the complaint may be submitted to the Superintendent, who shall attempt to resolve it informally with the employee, the immediate supervisor, and a bargaining unit representative of the employee's choice.
- D. If the complaint has not been satisfactorily resolved at the Superintendent's level, the complaint may be submitted to the Board of Education with the following conditions:
 - a. All such complaints shall be submitted in writing with a copy given to the employee at least ten (10) days prior to any Board action /meeting on the complaint.
 - b. Any documents associated with the complaint placed in the employee's file shall be placed in accordance with Article 22.
 - c. No discussion of any complaint shall take place at any Board meeting unless the employee who is the subject of the complaint has been notified, in advance, of the time, date, and place of the proposed discussion.
 - d. In each of the above steps, the employee reserves the right to be accompanied by representative(s) of his/her choosing.
 - e. Discussion shall be held in executive or open session at the option of the employee who is the subject of the complaint. If the subject of the complaint involves information regarding a student or is otherwise confidential, it shall be held in executive session.
- E. Access to an employee's personnel file shall be governed by Article 22 (Personnel Files).

46.02 Informal communication with employees, immediate supervisors, Superintendent and/or Board members by the public are encouraged. Informal communication, whether beginning on a positive or negative note, is the first step to making formal complaints and responses unnecessary. If informal communication does not resolve the concerned person's complaint, those with such concerns or complaints will be directed to the complaint procedures set forth herein.

ARTICLE 47 MISCELLANEOUS PROVISIONS

- 47.01 Gender: All references to individuals in this Agreement designate both sexes, and wherever either the male or female gender is used, it shall be construed to apply equally to individuals of the opposite gender.
- 47.02 All fingerprinting will now be paid by the Board and done at the Board offices.

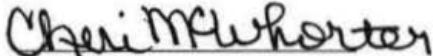
ARTICLE 48 CONTRACT REPRODUCTION


- 48.01 Following ratification of the contract by the Association and the Board, copies of the contract shall be provided to each employee and each administrator and supervisor electronically.

**ARTICLE 49
DURATION**

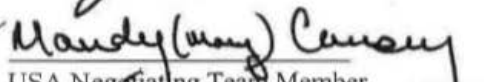
49.01 The provisions of this contract are effective as of July 1, 2019 and continue in full force and effect until June 30, 2022 except as otherwise provided.

For the Association:

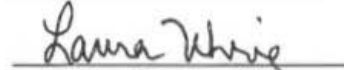

USA President

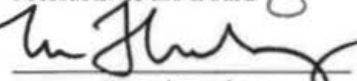

USA Negotiating Team Member


USA Negotiating Team Member


USA Negotiating Team Member

For the Board of Education:


President of the Board


Superintendent


Treasurer

APPENDIX A

SALARY SCHEDULES

MONITORS/ATTENDANTS

Years	Current Salary	July 1, 2019 (3%)	July 1, 2020 (2%)	July 1, 2021 (3%)
0	11.20	11.53	11.76	12.12
1	11.60	11.95	12.19	12.56
2	12.00	12.36	12.60	12.98
3	12.41	12.79	13.04	13.43
4	12.82	13.20	13.47	13.87
5	13.23	13.62	13.90	14.31
6	13.64	14.05	14.33	14.76
7	14.01	14.44	14.72	15.17
8	14.42	14.85	15.15	15.60
9	14.83	15.27	15.58	16.04
10	15.23	15.69	16.00	16.48
12	15.64	16.11	16.43	16.92
15	16.04	16.53	16.86	17.36
20	16.87	17.37	17.72	18.25

BUILDING AIDES

Years	Current Salary	July 1, 2019 (3%)	July 1, 2020 (2%)	July 1, 2021 (3%)
0	11.99	12.35	12.59	12.97
1	12.44	12.81	13.06	13.46
2	12.89	13.28	13.55	13.95
3	13.36	13.76	14.04	14.46
4	13.81	14.23	14.51	14.95
5	14.25	14.68	14.97	15.42
6	14.73	15.17	15.48	15.94
7	15.18	15.63	15.95	16.42
8	15.62	16.08	16.41	16.90
9	16.08	16.57	16.90	17.41
10	16.54	17.04	17.38	17.90
12	17.00	17.51	17.86	18.40
15	17.46	17.99	18.35	18.90
20	18.37	18.92	19.30	19.88

INSTRUCTIONAL AIDE

Years	Current Salary	July 1, 2019 (3%)	July 1, 2020 (2%)	July 1, 2021 (3%)
0	12.58	12.95	13.21	13.61
1	13.07	13.46	13.73	14.14
2	13.53	13.93	14.21	14.64
3	14.00	14.42	14.71	15.15
4	14.48	14.91	15.21	15.67
5	14.97	15.42	15.73	16.20
6	15.45	15.91	16.23	16.72
7	15.93	16.41	16.74	17.24
8	16.41	16.91	17.24	17.76
9	16.86	17.37	17.71	18.25
10	17.35	17.87	18.23	18.78
12	17.81	18.35	18.71	19.27
15	18.30	18.85	19.23	19.81
20	19.25	19.83	20.23	20.83

LIBRARY AIDE

Years	Current Salary	July 1, 2019 (3%)	July 1, 2020 (2%)	July 1, 2021 (3%)
0	13.20	13.59	13.86	14.28
1	13.68	14.09	14.38	14.81
2	14.19	14.62	14.91	15.36
3	14.68	15.12	15.42	15.89
4	15.19	15.65	15.96	16.44
5	15.69	16.16	16.48	16.98
6	16.20	16.69	17.02	17.53
7	16.69	17.19	17.53	18.06
8	17.21	17.72	18.08	18.62
9	17.71	18.24	18.60	19.16
10	18.21	18.75	19.13	19.70
12	18.70	19.27	19.65	20.24
15	19.21	19.79	20.19	20.79
20	20.21	20.82	21.23	21.87

For those aides who have passed the "highly qualified" paraprofessional test, the Board will reimburse the cost of the paraprofessional test. This shall apply retroactively to August 1, 2013.

COOKS

Years	Current Salary	July 1, 2019 (3%)	July 1, 2020 (2%)	July 1, 2021 (3%)
0	11.80	12.16	12.40	12.77
1	12.26	12.62	12.88	13.26
2	12.71	13.09	13.35	13.75
3	13.15	13.54	13.82	14.23
4	13.59	14.00	14.28	14.71
5	14.05	14.48	14.77	15.21
6	14.51	14.94	15.24	15.70
7	14.94	15.38	15.69	16.16
8	15.40	15.86	16.18	16.66
9	15.85	16.33	16.65	17.15
10	16.29	16.78	17.12	17.63
12	16.73	17.24	17.58	18.11
15	17.19	17.70	18.06	18.60
20	18.09	18.63	19.01	19.58

CUSTODIANS, GROUNDS AND BUILDING CARETAKERS

Years	Current Salary	July 1, 2019 (3%)	July 1, 2020 (2%)	July 1, 2021 (3%)
0	12.35	12.72	12.97	13.36
1	12.83	13.21	13.48	13.88
2	13.30	13.70	13.97	14.39
3	13.78	14.19	14.48	14.91
4	14.24	14.67	14.96	15.41
5	14.71	15.15	15.45	15.92
6	15.18	15.63	15.95	16.42
7	15.66	16.13	16.45	16.94
8	16.12	16.60	16.93	17.44
9	16.59	17.09	17.43	17.95
10	17.07	17.58	17.93	18.47
12	17.54	18.06	18.43	18.98
15	18.00	18.54	18.91	19.48
20	18.95	19.52	19.91	20.50

SECRETARIES

Years	Current Salary	July 1, 2019 (3%)	July 1, 2020 (2%)	July 1, 2021 (3%)
0	12.67	13.05	13.32	13.72
1	13.15	13.54	13.82	14.23
2	13.64	14.05	14.33	14.76
3	14.11	14.54	14.83	15.27
4	14.59	15.03	15.33	15.79
5	15.06	15.52	15.83	16.30
6	15.56	16.03	16.35	16.84
7	16.04	16.52	16.85	17.35
8	16.52	17.02	17.36	17.88
9	17.00	17.51	17.86	18.40
10	17.49	18.01	18.37	18.92
12	17.96	18.50	18.87	19.44
15	18.44	18.99	19.37	19.95
20	19.38	19.97	20.37	20.98

MECHANICS

Years	Current Salary	July 1, 2019 (3%)	July 1, 2020 (2%)	July 1, 2021 (3%)
0	15.33	15.79	16.11	16.59
1	15.90	16.38	16.70	17.20
2	16.48	16.97	17.31	17.83
3	17.06	17.57	17.92	18.46
4	17.64	18.17	18.53	19.09
5	18.22	18.76	19.14	19.71
6	18.80	19.36	19.75	20.34
7	19.38	19.96	20.36	20.97
8	19.97	20.57	20.98	21.61
9	20.56	21.18	21.60	22.25
10	21.14	21.77	22.21	22.88
12	21.71	22.36	22.81	23.49
15	22.29	22.96	23.42	24.12
20	23.46	24.16	24.65	25.39

BUS DRIVERS

Years	Current Salary	July 1, 2019 (3%)	July 1, 2020 (2%)	July 1, 2021 (3%)
0	14.82	15.26	15.57	16.04
1	15.40	15.86	16.18	16.66
2	15.97	16.45	16.78	17.28
3	16.52	17.02	17.36	17.88
4	17.09	17.61	17.96	18.50
5	17.65	18.18	18.54	19.10
6	18.21	18.75	19.13	19.70
7	18.76	19.33	19.71	20.30
8	19.34	19.92	20.32	20.93
9	19.90	20.50	20.91	21.53
10	20.47	21.08	21.50	22.15
12	21.04	21.67	22.10	22.76
15	21.59	22.24	22.68	23.37
20	22.73	23.41	23.88	24.59

APPENDIX C
Sick Leave Transfer

Today _____ (the current date), I, _____ (member's name) willingly donate/give _____ (# of days) to _____ (recipient's name). I fully understand that I do this as a gift and not something that I expect to be paid back.

Beginning # of days before donation: _____ (see paystub)

of days donated _____

My new total of day's _____

By signing this I agree to the transfer of days:

_____ Date _____

Witnessed by _____
(Executive Committee Member)

(Please make a copy for your own records)

APPENDIX D

**Memorandum of Understanding Between
Unioto Support Association and
Union-Scioto Local School District Board of Education**

This Memorandum of Understanding is between the Unioto Support Association (“Association”) and the Union-Scioto Local School District Board of Education (“Board”).

Currently, and for a period of many years, the board has employed Jay Morgan, custodian, to perform daily mail hauling to all buildings in the district as a supplemental duty. The rate of pay for this supplemental duty has been \$8.00 day.

The parties agree this arrangement shall remain in effect until the resignation or retirement of Mr. Morgan. It is further agreed that when Mr. Morgan terminates his employment with the Board, the mail hauling duty will no longer be considered a supplemental duty.

Unioto Support Association

By: _____

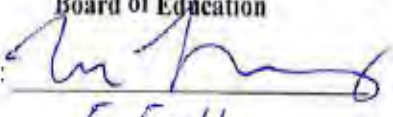
Date: _____


5/5/16

**Union-Scioto Local School District
Board of Education**

By: _____

Date: _____


5-5-16

By: _____

Date: _____

APPENDIX E

**Memorandum of Understanding Between
Unioto Support Association and
Union-Scioto Local School District Board of Education**

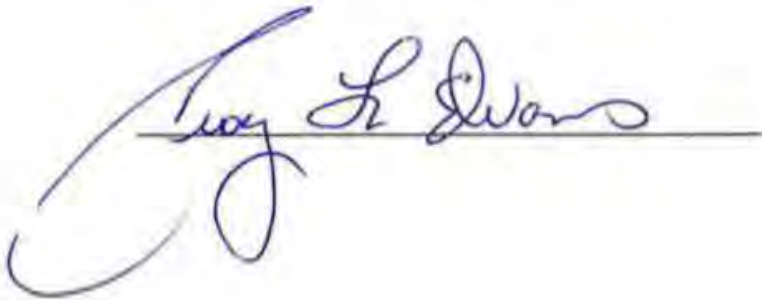
This Memorandum of Understanding is between the Unioto Support Association ("Association"), and the Union-Scioto Local School District Board of Education ("Board") to resolve Grievance No. 1617-01, and to amend Article 39.03, to add the following language:

If spouses are both district employees and one spouse selects family coverage covering both spouses, the other spouse shall be considered as having opted out. If the spouse opting out is a member of the Unioto Support Association, the member shall receive \$875.00 as an opt-out stipend.

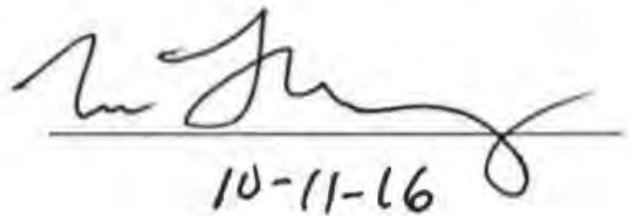
This agreement automatically expires on June 30, 2019. This Memorandum of Understanding is intended to address the specific issues set forth herein, does not otherwise alter or amend the Negotiated Agreement between the Board and Association, and is not precedent setting.

FOR THE UNIOTO SUPPORT ASSOCIATION

FOR THE BOARD OF EDUCATION



A handwritten signature in blue ink, appearing to read "Greg L. Evans", written over a horizontal line.



A handwritten signature in blue ink, written over a horizontal line, with the date "10-11-16" written below the signature.